

**All India Institute of Medical
Sciences
Rishikesh-249203**



**Tender Document for Outsourcing of Manpower Services at
AIIMS Rishikesh**

Tender documents may be downloaded from GeM Portal.

[A] NOTICE INVITING TENDER FOR MANPOWER SERVICES

The Director, All India Institute of Medical Sciences, Rishikesh (henceforth referred as AIIMS, Rishikesh) invites bids through GeM from reputed agencies, having capacity to provide integrated healthcare manpower services at the AIIMS, Rishikesh for a period of 2 years further extendable upto 1 year, depending upon the performance at AIIMS, Rishikesh.

Name of work	Manpower Services at AIIMS Rishikesh
Bid Security/EMD	Rs. 1.8 Crores.
Performance Security	@ 3 % of the Annual Contract Value, which should be valid for 90 days beyond the contract completion.

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 reserves right to relax/ amend/ change any of the above parameters i.e. posts/ number of posts/ eligibility criteria/ scope of work etc.**

The Agency shall ensure that the engaged manpower, as per the recruitment rules followed by Institute, not only performs within its requisite scope of work but also ensure decorum of the workplace 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 **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 upto 50 % of total numbers of manpower at any point of time during tenure of contract.

[B] Eligibility Criteria:

The Bidder need to fulfil the following minimum eligibility criteria: -

1. The Bidder may be a proprietorship firm, Partnership firm, Company registered under Indian Companies Act, Corporate body legally constituted, who possess the required licenses, registrations etc. as per law.
2. Bidder should have an annual average turnover of not less than 50 % of the total estimated cost of contract value as calculated by GeM Portal.
3. The Bidder should have at least 3 years' experience of providing Manpower or similar manpower services to Central/State Govt /Reputed Private Hospitals.
4. Average Manpower personals deployed by the bidder in the last three years (from April 2018 to Mar 2021) should not be less than 1000.
5. The bidder should have experience of completion of similar works in the last three financial years (from 01st April 2018 till 31st March 2021) in a Medical College/ Government Hospital of National Importance/ Government/State and Central PSUs/Autonomous Bodies/ Reputed Private Hospitals as per following criteria:
 - (i) One similar work of value not less than 80% of bid value.
Or,
 - (ii) Two similar works each of value not less than 50 % of bid value.
Or,
 - (iii) Three similar works each of value not less than 40 % of bid value.

Note:

- A. 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.
 - B. Completed work shall mean work under one contract with extension/s during the period of last five years.
 - C. Similar work will mean the agency should have experience in providing manpower services. Housekeeping & Security services will not be considered under similar work.
6. Bidder has to attach audited balance sheets and profit and loss account statements. Details of annual turnover should also be duly certified by the statutory auditor. (Amount Exclusive of GST will be considered for evaluation) Details of annual turnover should furnished as per format given in this tender (Annexure - II), duly certified by a practicing CA.
 7. The bidder should be licensed as a Service Provider under the Contract Labour (Regulation & Abolition) Act, 1970 for Manpower contract (**other than security manpower**). Documentary evidence in respect of above should be submitted along with the bid.
 8. The Bidder preferably must have an independent office set up in Rishikesh, to facilitate

round the clock contact throughout the entire duration of the contract prior to date of publication of the tender. Bidder must indicate complete details of office facilities available at Rishikesh) in the techno- commercial bid (Copy of the rent agreement and shop and establishment license valid as on date of floating of the tender to be shared in the technical bid.

Or

An undertaking in the bid that the bidder shall open an independent office setup in Rishikesh to facilitate round the clock contact throughout the entire duration, within 30 days from the date of award of Contract if awarded.

9. The bidder firm should not have suffered any financial loss for more than one year during the last three years, ending on 31/03/2021.
10. The net worth of the Bidder firm should not be negative on 31/03/2021 and also should have not eroded by more than 30%(thirty percent) in the last three years, ending on 31/03/2021.
11. Bidder must not have been debarred/ blacklisted currently or on any previous occasion by any of the Central/State Departments /Institutions/Local Bodies/Municipalities/ PSU/Public Sector Banks/Public Limited Company/ Government Medical College/Government Hospitals/Autonomous bodies. An affidavit on Rs 10/- Non Judicial stamp paper duly notarized shall be enclosed with the technical bid to that effect.
12. The bidder should be registered with the following Government Bodies/Institutions and should have –

[C]

- a) Pan Card Number under the Income Tax Act
- b) EPFO Registration Certificate
- c) ESIC Registration Certificate
- d) GSTN Registration Certificate.
- e) Registered under Shops & Establishments Act.
- f) ITR for last three financial years (2018-19, 2019-20 & 2020-21).
- g) Valid ISO certification for quality service before the date of NIT. Bidder must submit duly certified valid copies of ISO 9001:2015, ISO 30409: 2016 and ISO 45001.
- h) GST Return 1 filed for last 12 months from the date of publication of tender
- i) GSTR-3B (Monthly self-declaration) filed for last 12 months from the date of publication of tender.
- j) Copy of proof of depositing towards EPF, and ESIC for last 12 months from the date of publication of tender.

[C] SCOPE OF WORK:

1. Scope of Work:-

The Agency shall provide supply of Health Care Manpower Services at AIIMS Rishikesh by deploying adequately trained (technical and non-technical) and well-disciplined Job executor having fair command over Hindi & English in respect of various posts, as mentioned in financial bid. Brief description of the scope of work, job responsibility, qualification and experience are as per eligibility prescribed in Recruitment Rules of AIIMS, Rishikesh and can be viewed in its website.

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

The qualifications of outsourced manpower shall be as per Recruitment Rules of AIIMS Rishikesh.

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

Their deployment will be in general shift or on rotation basis round the clock in 3 shifts at AIIMS. The Agency will provide to all deployed personnel Identity Cards and uniform. 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.

Number of posts are tentative. Actual number of posts operative will be informed by the Institute. It may increase or decrease upto 50 % 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 scope of work etc.

[D]. Information and Conditions relating to Submission of Bids

1. The Work shall be executed as per the scope of work defined in this document.
2. The duration of the contract shall be for a period of two years. Further extendable up to 1 year, depending upon the performance at AIIMS, Rishikesh.
3. AIIMS Rishikesh reserves the rights to accept/reject any bid in full or in part without assigning any reason thereof. Any bid containing incorrect and incomplete information shall be liable for rejection.
4. Only those financial bids will be opened whose technical bids are found suitable by the expert Committee appointed for the concerned services.

5. No separate information shall be given to individual bidders. In incomparable situation, the committee may negotiate price with the technically and financially qualified bidder before awarding the bid.
6. Copies of original documents defining the constitution or legal status, place of registration and principal place of business of the company or firm or partnership, etc should be provided.
7. In the case of partnership firm, the bidder, to qualify for award of contract, shall submit a power of attorney authorizing the signatories of the bid to commit each member of the partnership. A copy of partnership deed duly registered may be enclosed.
8. (a) Memorandum of understanding/partnership deed shall be provided in case the bidder is a partnership firm.
9. (b) One of the members of the partnership firm, to be nominated as in charge and this authorization shall be covered in the power of Attorney signed by the legally authorized signatories of all members of partnership firm. Managing Director can authorize any person/authorized signatory.
10. The competent authority reserves all rights to reject the service if the same are not found in accordance with the required description / quality.
11. The Institute reserves the right to cancel the bidding process at any point of time prior to the award of contract.
12. The bidder whose bid is accepted will be notified of the award of contract by the Institute prior to expiration of the bid validity period. The terms of the accepted bid shall be incorporated in the work order.

Performance Security Deposit:-

13. Successful bidder/firm should submit e-PBG on GeM of an amount covering 3% of the total contract amount as prescribed in favour of “The Procurement Officer, AIIMS Rishikesh” before the date of commencement of services or 30 days from the date of acceptance of the GeM Contract.
14. The Performance Guarantee should be established in favor of “The Procurement Officer, AIIMS Rishikesh” through any Schedule Bank with a clause to enforce the same on their local branch at Rishikesh.
15. Extension of time for submission of PBG beyond 30 days and up to 60 days before the date of commencement of services or from the date of acceptance of letter of award,

whichever is earlier may be given by the competent authority however a penal interest of 15% per annum shall be charged for the delay beyond 30 days i.e.31st day. In case of the contract fails to submit the requisite PBG even after 60 days the contract shall be terminated duly forfeiting dues if any payable against the contract. The failed contractor shall be debarred from participating in re-tender (if any) for that item.

16. Validity of the performance Security shall be for a period of 90 days beyond the completion of entire contract period.
17. The bids shall be valid for a period of 45 days from the date of opening of the bid and no request for any variation in quoted rates and / withdrawal of tender on any ground by successful bidder(s) shall be entertained.
18. 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/not- viable or violating any of the conditions/specifications without any liability to any loss whatsoever it may cause to the bidder in the process. Canvassing in any form is strictly prohibited and the tenderers who are found of canvassing in any form are liable to have their tenders rejected out-rightly.
19. 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 and forfeiture of the performance Security.
20. Bidder is required to confirm and declare with his bid that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other item or work related to the award and performance of this contract. They will have to further confirm and declare that no agency commission or any payment which may be construed as an agency commission has been or will be paid and that the price quoted will not include any such amount. If AIIMS, Rishikesh subsequently finds any such evidence to the contrary, it reserves the right to declare the Bidder as non-compliant and to declare any contract, if already awarded to the bidder, null and void.
21. **Fixed Remuneration to outsourced manpower will be paid in following manner: -**

Sl. No.	Amount
Basic monthly pay (INR) exclusive of	As per GeM Bid doc.
Bonus (INR Monthly)	NIL
EDLI Admin Charges	0.5 %

EPF Admin Charges	0.5 %
ESI (INR Monthly)	As per rate applicable
Provident Fund (Employer + Employee)	As per rate applicable
Optional Allowances 1 (INR Monthly)	As per GeM Bid doc.

Note: The above rate and allowance may vary as per discretion power of Director AIIMS and as per the changes/modifications in statutory compliance for various labour Laws as decided by Government of India from time to times.

One Bid per Bidder: -

22. Each bidder shall submit only one tender either by himself or as a partner in firm. If a bidder or if any of the partners in a firm participate in more than one bid, such bid or bids are liable to be rejected.

Cost of Bid: -

23. The bidder shall bear all costs associated with the preparation, methodology study and submission of his bid and the Institute in no case shall be responsible or liable for these costs, regardless of the conduct or outcome of the tender process.

Visit to Institute: -

24. The bidder is required to provide Manpower services to Institute as per scope of work and is advised to visit and acquaint themselves with the operational system. The costs of such visit and survey shall be borne by the bidder. It shall be deemed that the contractor has undertaken a visit to the work site and is aware of the operational conditions prior to the submission of the tender documents.
25. The bidder is expected to examine all instructions, Forms, terms and conditions in the tender document. Failure to furnish all information required by the tender document or submission of a tender not substantially responsive to the tender document in every respect will be at the bidder's risk and may result in rejection of his bid.
26. The bidder shall not make or cause to be made any alteration, erasure or obliteration to the text of the tender document.

Pre-Bid Queries and Clarifications Bidders' Queries

27. The Bidders will have to ensure that their queries if any, shall reach to clarification section at GeM portal on or before time mentioned at GeM portal. The Pre-Bid Meeting is

scheduled to be held at Time: 11.00 am on Date 31/05/2022. If required, the corrigendum shall be uploaded in the Portal for more clarity on that queries.

The queries should necessarily be submitted in the following format:

No.	Document Reference(s) (Section & Page No.(s))	Content of Tender Document requiring Clarification(s)	Points of Clarification
1			
2			
3			

GeM Desk of AIIMS Rishikesh shall not be responsible if bidders' queries have not been received by GeM portal. Any requests for clarifications after the indicated Date and Time may not be entertained by GeM Desk.

28. The bidder shall furnish an index of all documents enclosed with the bid and shall check the pages of all documents against page number given in index.
29. Except for any such written clarification by AIIMS, Rishikesh, which is expressly stated to be an addendum to the tender document issued by AIIMS, Rishikesh no written or oral communication, presentation or explanation by any other employee of the department shall be taken to bind or fetter AIIMS, Rishikesh under the contract.
30. Language: - Bids and all accompanying documents shall be in English or in Hindi. In case any accompanying document is in other language, it shall be accompanied by an English translation. The English version shall prevail in matters of interpretation.

Format and signing of bid:-

31. The bidder shall submit one copy of the tender document and addenda, if any, thereto, with each page of this document signed and stamped to confirm the acceptance of the terms and conditions of the tender by the bidder.
32. The documents comprising the bid shall be typed and printed in indelible ink and all pages of the bid shall be signed by a person duly authorized to sign on behalf of the bidder. All pages of the bid, where entries or correction have been made, shall be signed by the person or persons signing the bid.

Tolerance Clause: -

33. Due to expansion/needs of AIIMS, Rishikesh the total number of manpower may increase or decrease by 50% during the tenure of the tender. Any posts mentioned in the tender may be withdrawn during contract as per requirement of the institute.

[E]. Other Terms and Conditions

1. The Work shall be executed as per the scope of work defined in this document.
 2. The duration of the contract shall be for a period of two (02) years further extendable upto 1 year, depending upon the performance at AIIMS, Rishikesh
 3. The period of the contract may be extended for mutually agreed period after the successful / satisfactory completion of initial contract & based on the manpower requirement at that time or may be curtailed / terminated before the contract period owing to deficiency in service or substandard quality of the manpower deployed by the selected Company / Firm /Agency or otherwise at the discretion of the AIIMS, Rishikesh.
 4. The staff engaged by the service provider shall be available at all the time as per their duty roaster and shall provide a copy of the same to the Manpower Officer and Nodal Officer of the concerned area and they shall not leave their place of duty during duty hours on any pretext without the prior permission of the Nodal Officer / authorized officer at the respective area of the "AIIMS, Rishikesh". Round the clock supervision must be provided to ensure correct performance of the said Manpower services in accordance with the prevailing assignment / instructions agreed upon between the two parties.
- 5. Penal Provisions:**
- a) In case the service provider fails to commence the work as stipulated in the agreement, the AIIMS, Rishikesh reserves the right to impose and recover penalty as detailed below: -
 - i. 1% (one percent) of cost of order/agreement per week up to four weeks' delays in commencement of the work with maximum up to 5% of cost of order.
 - ii. After four weeks' delay, the AIIMS, Rishikesh may cancel the agreement and get this job carried out preferably from any other agency from the open market/other bidder. The difference in cost, if any, will be recovered from the defaulting service provider as damages and he shall also be black listed for a period of four years from participating in such types of tenders and his Manpower deposit shall also be forfeited, if so warranted.
 - b) In case any contractor's personnel(s) deployed under the contract is (are) absent, suitable replacement has to be provided immediately, otherwise, a penalty of Rs 500/- per person/ supervisor absent on that particular day shall be deducted by the AIIMS, Rishikesh from the service provider's bills.

- c) In case any of service provider's personnel deployed under the contract fails to report in time and service provider is unable to provide suitable substitute in time for the same it will be treated as absence and penalty as mentioned above shall be imposed.
 - d) In case any public complaint is received attributable to misconduct / misbehavior/ drunken state of service provider's personnel and as verified by the competent authority, a penalty of Rs 500/- for each such incident shall be levied and the same shall be deducted from service provider's bill. Further, the concerned guilty person shall be withdrawn by the service provider beside legal action as required under relevant rules / acts be also initiated against the guilty persons by the service provider.
 - (e) There shall be eight hours shift duty in general or rotation basis round the clock in three shifts. The timings of the shift are changeable with prior approval of the Administration, AIIMS, Rishikesh. Prolongation of the duty hours (more than 8 hours at a stretch) shall not be permitted except exigencies of service that too as per the instructions of Administration of the Institute. Any such instances shall invite punitive financial penalty by AIIMS, Rishikesh.
 - (f) **If the manpower provided by firm, indulges in any illegal strike/agitation in AIIMS Rishikesh, penalty of Rs. 25,000/- per incident + recovery of physical damage, if any, caused by outsourced manpower will be recovered from the bill/PBG of the contractor.**
 - (g) The competent authority for imposing the penalty shall be the Director, AIIMS, Rishikesh.
 - (h) Notwithstanding anything contained under this contract, the institute reserves the right to take immediate corrective action in case of serious / repeated continuous breach of any term of contract by the service provider in addition to imposing any penalty including termination of its services on immediate notice at the risk and cost of the service provider. The institute may exercise this right as per its sole discretion if the situation demands after giving an opportunity of being heard to the service provider.
6. (a) The service provider shall comply with all the relevant laws and statutory requirements covered under various Labour Acts, Minimum Wages Act, Contract Labour (Regulation & Abolition) Act, 1970, EPF, ESI, etc. with regard to the personnel engaged by him for Manpower Services.
- (b) The service provider shall issue EPF pass book & ESI Card within 60 days of the award of work to every worker and shall supply the Code Number allotted by the local

ESI/EPF authorities. In case of violation a penalty of Rs 500/- per day shall be imposed. The service provider shall also submit regular EPF numbers of its employees before the submission of first bill for reimbursement.

- (c) The service provider shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The service provider shall submit copies of acknowledgements evidencing filling of returns every year and shall keep the employer fully indemnified against liability of any tax, interest, penalty etc. of the service provider in respect thereof, which may arise.
7. The service provider shall be liable and responsible to provide all applicable benefits viz. Provident Fund, ESI, etc. to the staff engaged by him together with all related legal compliance.
 8. Any other benefit that may accrue by Ministry of Labour and Employment or any other law enacted by the Govt. of India and accepted by the Government of Uttarakhand to the worker shall be paid by the service provider.
 9. AIIMS Rishikesh reserves the right to change the Manpower personnel who is considered to be undesirable or who are not fulfilling the condition as per the eligibility specified in the tender document.
 10. AIIMS Rishikesh will communicate the changes in the number of Manpower to the service provider whenever required and the service provider will appoint the Manpower personals as per the eligibility specified in the tender document.
 11. The antecedents of staff deployed shall be got verified by the service provider from local police authority and an undertaking in this regard be submitted to the AIIMS, Rishikesh.
 12. The service provider will maintain a register on which day to day deployment of personnel will be entered. The daily attendance shall be countersigned by the authorized official of the AIIMS, Rishikesh. While raising the bill, the deployment particulars of the personnel engaged during each month, shift wise, should be certified by the authorized officials.
 13. Service provider and its staff shall take proper and reasonable precautions to prevent any loss, destruction, waste or misuse of the areas for which the responsibility has been given to them by the AIIMS, Rishikesh and shall not knowingly/unknowingly lend to any person or company any of the effects of the AIIMS, Rishikesh under its control.
 14. The Manpower staff engaged by the service provider shall under no circumstances accept any gratitude or reward in any shape that can be termed as bribe /tips.
 15. The personnel engaged have to be polite, courteous, disciplined and firm in dealing with staff & public. In case of failure to maintain such standard the AIIMS, Rishikesh has a right to remove the personnel and take punitive action against the service provider. The service provider shall have to arrange suitable replacement in all such cases.

16. Procedure for release of payment.

- a) The service provider shall pay monthly wages to its workers/workmen latest by 10th day of the following month. A monthly pay slip containing complete breakups for all statutory and other permissible deductions has to be provided to all workmen by the service provider.
- b) The service provider shall submit the bill to the Administrative Officer for reimbursement by 20th day following month to the respective month. The bill has to be accompanied by exact data on personnel deployed and other deployments which have to be certified by Manpower officer/ administration of AIIMS, Rishikesh on a daily basis. The service provider shall disburse the wages to its staff deployed in the Institute every month through bank transfer. The service provider shall ensure that all staff deployed has valid bank account and the same is to be communicated to the office of the Administrative Officer.
- c) The Institute will make the payment to the agency within 15 days of receipt of Bill.
- d) After 2nd month the claim for re-imburement of bill must be supported by proof of service provider having deposited EPF contribution, ESI and GST relevant to the proceedings of the workers deployed by the service provided together with details of such workers in the Proforma prescribed under EPF/ESI Scheme 1952 & EPF/ESI and miscellaneous Provisions Act 1952 in respect of whom the remittances have been made. In the absence of the details, the claim shall be considered incomplete and twenty 20% (twenty percent) of the monthly amount payable under this contract shall be withheld till the compliance of the stipulations given herein.
- e) The payment will be released after the deduction of any penalty that may be imposed by the Competent Authority as per contract agreement.
- f) The Income Tax or any other statutory levy/tax as applicable will be payable by service provider and shall be deducted at source as per law.
- g) In the event of default being made in the payment of any money in respect of wages of any person deployed by the service provider for carrying out this contract and if a claim therefore is filed in the office of the Labour Authorities and proof thereof is furnished to the satisfaction of the Labour Authorities, the "AIIMS, Rishikesh" may, failing payment of the said money by the Service Provider, make payment of such claim on behalf of the service provider to the said Labour Authorities and any sums so paid shall be recoverable by the "AIIMS, Rishikesh" from the service provider along with 15% (fifteen percent) of such amount as administrative / departmental

charges.

h) In case of any delay in payment to the Manpower staff and arbitrary deductions from their emoluments, the penalty, as under may be imposed upon the service provider.

- 1st instance - 25% of service charge
- 2nd instance - 50% of service charges
- 3rd instance and onwards - Termination of contract on immediate notice. Non-payment with penalty will entail forfeiture of security deposit/PBG.

17. Any liabilities arising out of any litigation (including those in consumer courts) due to any act of service provider's personnel shall be directly borne by the service provider including all compensation / damage / expenses / fines/ depth of personnel while on duty. The concerned service provider personnel shall attend the court as and when required.
18. If the service provider is a partnership of two or more persons, all such persons shall be jointly and severally liable to the "AIIMS, Rishikesh" for the fulfillment of the terms of the contract. Such persons shall authorize one of them through a registered power of attorney with authority to sign on behalf of the partnership shall not be altered without the approval of the "Institute".
19. The service provider shall do and perform all such Manpower services, acts, matters and things connected with the administration, superintendence and conduct of the arrangements as per the direction enumerated herein and in accordance with such directions, which the AIIMS, Rishikesh may issue from time to time and which have been mutually agreed upon between the two.
20. During the course of contract, if any of service provider's personnel are found to be indulging in corrupt practices or causing any loss to the "AIIMS", Rishikesh, the service provider shall terminate the worker from duty immediately and shall also be responsible for any loss to the Institute.
21. The bidder must be registered with the Labour Department under Contract Labour (R&A) Act 1970 in addition to other statutory applicable registration.
22. The service provider shall not hire personnel with dubious / criminal records and shall submit police verification of each worker to the Manpower officer.
23. Under the terms of their employment agreement with the Service provider, the Manpower staff shall not do any professional or other work for reward or otherwise either directly or indirectly.
24. AIIMS, Rishikesh shall not be responsible for providing residential accommodation to any of the personnel of the service provider.

25. AIIMS, Rishikesh neither have any intention to have nor recognizes any employee and employer relationship with any of the workers of the service provider. The contract worker is the employee of the service provider and can in no way claim any right for regularization of service with the Institute.
26. If as a result of “post payment audit” any overpayment is detected in respect of any work done by the agency or alleged to have been done by the agency under the tender, the service provider shall immediately refund the same to the AIIMS, Rishikesh on receipt of notice there to or it shall be recovered from the service provider along with costs incurred.
27. The service provider shall provide copies of relevant records during the period of contract or otherwise even after the contract is over whenever required by the “AIIMS, Rishikesh.
28. The service provider shall ensure the confidentiality of the business process of AIIMS, Rishikesh, including Financial, Administrative and any professional patient care or other such matters. These shall not be divulged / leaked / made public to any party. In such instances punitive damages as desired by the AIIMS, Rishikesh, authorities appointed by the Director shall be levied. This clause does not imply to matters already in public domain.
29. The Service provider before deployment of personnel should get approval from authorized authority of AIIMS, Rishikesh (Officer nominated by Competent Authority), after providing:
 -
 - Curriculum vitae with birth certificate.
 - Aadhaar Card.
 - Educational certificate.
 - Two passport photographs.
 - Residency proof.
 - Discharge certificate in case of ex-servicemen.
 - Police Verification (as per govt. rule)
 - Health Certificate (issued by AIIMS Rishikesh at the cost of bidder)

These should be submitted at least three days prior to deployment of workers.

30. The service provider shall have his own establishment / setup / mechanism, at his own cost to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract.
31. Manpower staff engaged by the service provider shall not take part in any labour union and association activities.
32. The Agency shall ensure fulfilment of qualifications (academic/professional), skills, experience, and other engagement conditions as mentioned in this tender document

in respect of his workers to be engaged at AIIMS, Rishikesh under the scope of this contract. The essential qualification/experience is indicative in nature. However, at the time of engagement these aspects shall be decided as per recruitment rules of AIIMS Rishikesh. AIIMS, Rishikesh may ask the Agency to engage any other category of personnel having prescribed qualification & experience at latter date after award of contract. The Agency will get their antecedents, identity proof, character and conduct and medical health suitability verified from the competent agency as per the law and agency will be responsible for their conduct. The agency will pay the compensation, if any loss is caused by the workers as engaged by him while working at AIIMS, Rishikesh the amount of the compensation as decided by the AIIMS, Rishikesh will be final and agency will accept the same and AIIMS RISHIKESH will extend no financial or any other benefit in this regard.

33. A senior representative of the Agency shall visit AIIMS, Rishikesh at least once-a- month /as and when required and comply the requirement. During the visit, Agency's representative will meet the Officer nominated by Competent Authority, AIIMS, Rishikesh/officers dealing with 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 above deployed representative will be solely with the agency. The Agency will strictly ensure that any sensitive / confidential nature of information related to the AIIMS, Rishikesh is not divulged or disclosed to any person by the personnel deployed by it.
34. The Agency shall provide reasonably good 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.
35. 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.
36. 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.
37. Jurisdiction of Court: The courts at Rishikesh shall have the exclusive jurisdiction to try all disputes, if any arising out of this agreement between the parties.

(Technical Bid-for administrative Evaluation”)

1. Name & Address of the Tenderer							
(i) Address of Head Office (With phone number, email id etc.)							
(ii) Address of Office at Rishikesh (With phone number, email id etc.)							
2. Experience in the work of providing Manpower Services Particulars of experience(Attach certificates, testimonials in following format							
S. No.	Name of Organization with complete address and telephone numbers to whom services provided	From (Date)	To (Date)	Detail of Man Power Provided	Total Contract period (in Yr/month)	Total Contract Amount (In Rs.)	Completion Certificate Attached (Y/N)
3. Copy of all the documents as mention in para [B] Eligibility Criteria.					Yes / No		

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.

Enclosure: Tender document each page must be signed.

Place:..... Date:.....	(Signature of Bidder with seal) Name: Address Phone No (O): Fax No. (O): E-mail:
---------------------------	--

Evaluation Methodology of Proposal

1. A two-stage procedure shall be adopted in evaluation of the proposals. The Technical evaluation and financial evaluation of technically qualified bidders.
2. AIIMS Rishikesh is intended to award the entire contract under the tender to only one successful bidder. AIIMS Rishikesh will open the price bids, on a date to be announced later, of only those bidders whose bids are techno-administratively acceptable.
3. Technical evaluation will be done by a Committee constituted by Competent authority of AIIMS Rishikesh.
4. The bid of any bidder who does not meet the eligibility criteria and/or has not complied with one or more of the conditions prescribed in the terms and conditions will be summarily rejected at the sole discretion of the Director of AIIMS Rishikesh. Technical evaluation of only eligible bids shall be carried out.
5. The financial bid of only those bidders shall be opened who have been found to be technically qualified. The financial bids shall be opened with prior intimation to technically qualified bidders through GeM.
6. **If a firm quotes NIL charges, the bid shall be treated as unresponsive and will not be considered. Charges quoted in decimal of Zero, from 0.0 to 0.999999 will also be treated as unresponsive bid.**
7. The price bids of only those firm/agencies who qualify technically will be opened. The contract will be awarded to technically qualified L-1 bidder.
8. If more than 01 bid is found L-1, Contract Awardee will be decided by **GeM Portal**.

Annexure-I

**ALL INDIA INSTITUTE OF MEDICAL SCIENCES
RISHIKESH**

TENDER FORM FOR PROVIDING MANPOWER SERVICES

Sl No.	Descriptions	Details
1	Due date for tender submission	
2	Bid Opening time and date	
3	Name, address of firm/Agency with Tel. No and fax No.	
4	Registration No. of the firm/Agency	
5	Name, Designation, address and Tel No. & fax No. of authorized person of firm/Agency to deal with.	
6	Please specify as to whether tenderer is sole proprietor/Partnership firm Name and address and Tel. No. & fax No. of directors partners should be specified.	
7	Copy of PAN card issued by Income Tax Dept. and copy of previous three Financial years(2018-19, 2019-20, 2020-21) Income Tax Return.	
8	Provident Fund Code No. along with proof	
9	ESI Code/Service. Tax. No along with proof	
10	Registration no. of the firm/agency under Contract Labour (R&A) Act, 1970	
11	GST Registration	

(Signature of the bidder)

Name & Address (With seal) Tel. No.

ANNUAL TURNOVER STATEMENT

(At the Letter Head of Chartered Accountant)

I/We have examined the book of accounts and other relevant

records of _____
(Name of the Bidding Firm), having its registered

office

at _____

_____ (full address of bidding firm) and do hereby certify that Annual gross turnover of the bidding firm for the last three Financial years as per the audited books of accounts is as under:-

S. no	Financial Year	Turnover in INR
1	2018-19	
2	2019-20	
3	2020-21	

Average Annual Gross Turnover of the firm for the last three financial years is Rs _____

Signature of CA (with Stamp of Firm) Name

Registration Number _____

UDIN Number _____

Date _____

Place _____

NOTARISED AFFIDAVIT

(On Rs. 10/- Non-Judicial Stamp Paper)

Bid NO.

I, undersigned..... (name)(designation) , duly authorised representative of.....(name of Proprietorship/Firm/Company/Agency) hereby undertake, affirm, confirm and declare that-

No criminal case is pending with the Police against our Proprietorship/Firm/Company/Agency or any of its authorized signatories.

Undersigned, on behalf of Proprietorship/Firm/Company/Agency does hereby solemnly declare and affirm that the above declaration is true and correct in all respects and we hold responsibilities for the same. No part of it is false and nothing has been concealed. Any false/incorrect submission shall make Proprietorship/Firm/Company/Agency as well as undersigned personally liable for all civil/criminal obligations including complaint to police and other authorities.

Deponent Signature:

Name:

Designation:

Aadhaar No:

Email Id:

Mobile No:

Landline No:

Fax No:

Address:

(Copy of Authorisation Letter from Proprietorship/Firm/Company/Agency enclosed)

NOTARISED AFFIDAVIT
(On Rs. 10/- Non-Judicial Stamp
Paper)

Bid NO.

I, undersigned..... (name)(designation), duly authorized representative of..... (name of Proprietorship/Firm/Company/Agency) hereby undertake, affirm, confirm and declare that-

Proprietorship/Firm/Company/Agency has never been **blacklisted/ debarred** by any organization.

Undersigned, on behalf of Proprietorship/Firm/Company/Agency does hereby solemnly declare and affirm that the above declaration is true and correct in all respects and we hold responsibilities for the same. No part of it is false and nothing has been concealed. Any false/incorrect submission shall make Proprietorship/Firm/Company/Agency as well as undersigned personally liable for all civil/criminal obligations including complaint to police and other authorities.

Deponent Signature:

Name:

Designation:

Aadhaar No:

Email Id:

Mobile No:

Landline No:

Fax No:

Address:

(Copy of Authorisation Letter from Proprietorship/Firm/Company/Agency encl

NOTARISED AFFIDAVIT
(On Rs. 10/- Non-Judicial Stamp Paper)

Bid No.

I, undersigned (name).....(designation), duly authorized representative of..... (name of Proprietorship/Firm/Company/Agency) hereby undertake, affirm, confirm and declare that-

Undersigned is fully competent and authorized from Proprietorship/Firm/Company/Agency to make this Affidavit to bind such Proprietorship/Firm/Company/Agency.

All details/information/documents furnished by Proprietorship /Firm/ Company/Agency in bid document is true and correct.

Proprietorship/Firm/Company/Agency is fully solvent and legally/financially competent to perform terms and conditions of Tender.

Proprietorship/Firm/Company/Agency is duly registered under various relevant government notifications and all dues have been paid as on date.

Proprietorship/Firm/Company/Agency hereby agrees and fully understands that notwithstanding anything contrary contained in Tender document and without prejudice to any of the rights or remedies of AIIMS Rishikesh, AIIMS Rishikesh shall be entitled in its sole discretion to determine that a bidder is to be disqualified at any stage of the process and its participation in Tender process and/or its Technical Proposal and/or Financial Bid dropped from further consideration for any reasons.

Undersigned, on behalf of Proprietorship/Firm/Company/Agency does hereby solemnly declare and affirm that the above declarations are true and correct in all respects and we hold responsibilities for the same. No part of it is false and nothing has been concealed. Any false/incorrect submission shall make Proprietorship/Firm/Company/Agency as well as undersigned personally liable for all civil/criminal obligations including complaint to police and other authorities.

Deponent Signature:

Name:

Designation:

Aadhaar No:

Email Id:

Mobile No:

Landline No:

Fax No:

Address:

(Copy of Authorisation Letter from Proprietorship/Firm/Company/Agency enclosed

Undertaking

1. I/We have read and understood the contents of the Tender and agree to abide by the terms and conditions of this Tender.
2. I/We shall supply the items of requisite quality and quantity at given rate in timely manner.
3. I/We also confirm that in the event of my/our tender being accepted, I/we hereby undertake to furnish within 30 days, Bank Guarantee/ Performance Security after the issue of work Order, as applicable, in the format to be provided by AIIMS Rishikesh in addition to execution of a Contract as pre-condition for obtaining the supply orders.
4. I/We further undertake that none of the Proprietor/Partners/Directors of the firm was or is Proprietor or Partner or Director of any firm with whom the Government have banned /suspended business dealings. I/We further undertake to report to the AIIMS Rishikesh immediately after we are informed but in any case not later 15 days, if any firm in which Proprietor/Partners/Directors are Proprietor or Partner or Director of such a firm which is banned/suspended in future during the currency of the Contract with you.
5. I/We undertake that the information given in this tender are true and correct in all respect and I/We hold the responsibility for the same.

(Signature of the Bidder)

Name:

Designation with Seal of the Firm:

BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

To

Procurement Officer

All India Institute of Medical Sciences
Rishikesh, Virbhadr Marg, Rishikesh-
249203

WHEREAS _____ (Name and address of the supplier) (Hereinafter called "the supplier") has undertaken, in pursuance of contract no/ Bid No. _____ dated _____ to supply (description of goods and services) (herein after called "the contract"). AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract; AND WHEREAS we have agreed to give the supplier such an irrevocable bank guarantee;

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

We hereby waive the necessity of you to first demanding the said amount of guarantee from the supplier before raising the demand with us. You may directly raise the demand with us, without asking the supplier for the same.

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

This guarantee will not be changed due to change in the constitution of the bank or the supplier.

This guarantee shall be valid up to 27 months from the date of commencement of the contract.

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

.....

Name and designation of the officer

.....

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

CHECK-LIST FOR PRE-QUALIFICATION BID

Bidders are requested to attach all the documents mentioned in eligibility criteria

Sl. No.	Documents asked for	YES/NO
1	Whether Power of Attorney / Board Resolution in favor of signatory of the Tender on behalf of bidder has been submitted.	
2	Authorized person of the firm/agency, with name, designation address and office telephone numbers. If the bidder is a proprietary firm/partnership firm/private or limited company, name designation, address and office telephone numbers of partners/Directors also. (Copy of partnership deed/ Registration Certificate/MOU/MOA as applicable to be submitted)	
3	Whether the Bidder has submitted proof of annual average turnover of not less than 50 % of the total estimated cost as calculated by GeM Portal.	
4	Whether the Bidder has submitted proof of minimum 3 years of experience providing similar Manpower services to Central/State Govt/PSU/Autonomous Body/Private Reputed Hospitals.	
5	Whether the bidder has experience of providing not less than 1000 Manpower personals in last three years (from April 2018 to March 2021)	

6	<p>Whether the bidder should have the experience of completion of similar works in the last three financial years (from 01st April 2018 till 31st March 2021) in a single Medical College/ Government Hospital of National Importance/ Central Government/State Govt./Autonomous Bodies/ PSUs/Private reputed hospital as per following criteria:</p> <p>(i) One similar work of value not less than 80% of bid value. Or,</p> <p>(ii) Two similar works each of value not less than 50% of bid value Or,</p> <p>(iii) Three similar works each of value not less than 40 % of bid value Whether proof submitted.</p>	
7	<p>Whether the bidder has submitted audited balance sheets and profit and loss account statements. Details of annual turnover should also be duly certified by the statutory auditor. (Amount Exclusive of GST will be considered for evaluation) Details of annual turnover should be furnished as per format given in (Annexure - II), duly certified by a practicing CA.</p>	
8	<p>Whether the bidder has submitted license as a Service Provider under the Contract Labour (Regulation & Abolition) Act, 1970 for any Manpower contract. Documentary evidence in respect of above should be submitted along with the bid.</p>	
9	<p>Whether the bidder has submitted documentary proof of having an independent office set up in Rishikesh, to facilitate round the clock contact throughout the entire duration of the contract prior to date of publication of the tender. Bidder must indicate complete details of office facilities available at Rishikesh) in the techno- commercial bid (Copy of the rent agreement and shop and establishment license valid as on date of floating of the tender to be shared in the technical bid.</p> <p style="text-align: center;">or</p> <p>An undertaking in the bid that the bidder shall open an independent office setup in Rishikesh to facilitate round the clock contact throughout the entire duration, within 30 days from the date of award of Contract if awarded.</p>	
10	<p>Whether the bidder has not incurred any loss during the last three financial years 2018-19, 2019-20, and 2020-21 and whether certificate duly certified by the Chartered Accountant submitted</p>	

11	Whether Certificate regarding Net Worth of the Bidder as on 31 st March 2021 should be positive. Necessary certificate duly certified form statutory auditor to be enclosed.	
12	Whether bidder has submitted notarized affidavit stating that bidder must not have been debarred/ blacklisted currently or on any previous occasion by any of the Central/State Departments /Institutions/Local Bodies/Municipalities/ PSU/Public Sector Banks/Public Limited Company/ Government Medical College/Government Hospitals/Autonomous bodies. An affidavit on Rs 10/- Non Judicial stamp paper duly notarized shall be enclosed with the technical bid to that effect.	
13	Whether bidder has submitted notarized affidavit stating that no criminal case is pending against bidder by any of The Central/State Departments/Institutions/Local Bodies/ Municipalities/PSU/Public Sector Banks/Public Limited Company/ Government Medical College/Government hospitals/Autonomous bodies. An affidavit on Rs10/-Non Judicial stamp paper duly notarized shall be enclosed with the technical bid to that effect.	
14	Whether the bidder has PAN card issued by the Income Tax Department and whether copy of the same has been submitted.	
15	Whether the bidder has submitted EPFO Registration Certificate.	
16	Whether the bidder has submitted ESIC Registration Certificate.	
17	Whether the bidder has submitted Registration under Shops & Establishment Act.	
18	Whether copies of Income-Tax Return of the last 3 financial years Submitted (2018-19, 2019-20, and 2020-21).	

19	Whether copies of Valid ISO certification for quality service before the date of NIT, i.e. ISO 9001: 2015, ISO 30409: 2016 and ISO 45001:2018.	
20	Whether copies of GST Return 1 filed for last 12 months from the date of publication of tender is submitted.	
21	Whether copies of GSTR-3B (Monthly self-declaration) filed for Last 12 months from the date of publication of tender is submitted.	
22	Whether copies of proof of depositing towards EPF, and ESIC for last 12 months from the date of publication of tender is submitted.	

Present Salary Structure of Outsourced employees

S.No	Name of Post	No. of Post	Grade Pay	Consolidated Salary
1	Hospital Attendant Grade -III+Stretcher bearers	55	1800	19,500.00
2	Office Attendant Grade -II	32	1800	19,500.00
3	Store Attendants Grade -II	7	1800	19,500.00
4	Tailor Grade -III	2	1800	19,500.00
5	Cook	3	1900	21,000.00
6	DHA	8	1900	21,000.00
7	Driver(ordinary)	11	1900	21,000.00
8	Junior Warden	8	1900	21,000.00
9	Lab Attendant Grade - II	39	1900	21,000.00
10	LDC	11	1900	21,000.00
11	Lift Operator	12	1900	21,000.00
12	Lineman	1	1900	21,000.00
13	Manifold Room Attendant	1	1900	21,000.00
14	Mechanic (AC&R)	2	1900	21,000.00
15	Mechanic (E&M)	4	1900	21,000.00
16	Plumber	12	1900	21,000.00
17	Room Boy	3	1900	21,000.00
18	Steward	2	1900	21,000.00
19	Store Keeper cum Clerk	79	1900	21,000.00
20	Wireman	18	1900	21,000.00
21	Library Attendant	2	2000	22,500.00
22	Cashier	13	2400	23,000.00
23	Dark Room Assistant	4	2400	23,000.00
24	Data Entry Operator	1	2400	23,000.00
25	Dispensing Attendant	4	2400	23,000.00
26	Electrician	6	2400	23,000.00
27	Medical Record Technician	6	2400	23,000.00
28	Security cum Fire Jamadar	1	2400	23,000.00
29	Senior Plumber	2	2400	23,000.00
30	Social Worker	1	2400	23,000.00
31	SR. Mechanic(E&M)	2	2400	23,000.00
32	Sr. Mechanic (AC&R)	1	2400	23,000.00
33	Sr.Operator (E&M)	7	2400	23,000.00
34	Stenographers(S)	7	2400	23,000.00
35	UDC	6	2400	23,000.00

36	Artist(modellar)	1	2800	24,500.00
37	Foreman (AC&R)	2	2800	24,500.00
38	Lab Technician	1	2800	24,500.00
39	Pharmacist Grade -II	25	2800	24,500.00
40	Sanitary Inspector	3	2800	24,500.00
41	Asst. Security Officer	1	4200	35,500.00
42	CSSD Technician	2	4200	35,500.00
43	Dental Technician	1	4200	35,500.00
44	ECG Technician	1	4200	35,500.00
45	Jr.Hindi Translator	3	4200	35,500.00
46	Junior Engineer (AC&R)	4	4200	35,500.00
47	Junior Engineer (Civil)	6	4200	35,500.00
48	Junior Engineer (Electrical)	4	4200	35,500.00
49	Librarian Grade III	4	4200	35,500.00
50	Multi-Rehabilitation Worker	2	4200	35,500.00
51	Occupational Therapist	1	4200	35,500.00
52	Office Assistants(NS)	18	4200	35,500.00
53	Personal Asstt.	7	4200	35,500.00
54	Pharmacist Grade -I	1	4200	35,500.00
55	Physiotherapist	2	4200	35,500.00
56	Radiographic Tech Gr.I	8	4200	35,500.00
57	Radiotherapy Technician	4	4200	35,500.00
58	Store Keeper	24	4200	35,500.00
59	TB & Chest Diseases Health Assistant	1	4200	35,500.00
60	Technical Assistant/Technician	61	4200	35,500.00
61	Technician Prosthetics	1	4200	35,500.00
62	Warden	4	4200	35,500.00
63	Assistant Engineer (AC&R)	1	4600	38,000.00
64	Assistant Engineer (Civil)	2	4600	38,000.00
65	Assistant Engineer (Electrical)	1	4600	38,000.00
66	Asst. Administrative Officer	3	4600	38,000.00
67	Asst. Store Officer	3	4600	38,000.00
68	Asst.Accounts Officer	2	4600	38,000.00
69	Biomedical Engineer	1	4600	38,000.00
70	CSSD Supervisor	1	4600	38,000.00
71	Dietician	3	4600	38,000.00
72	Legal Assistant	1	4600	38,000.00
73	Librarian Grade-I	1	4600	38,000.00
74	Medical Social Service Officer Grade -I	15	4600	38,000.00
75	Private Secretary	3	4600	38,000.00
76	Programmer(DPA)	1	4600	38,000.00

77	Technical Officer	7	4600	38,000.00
78	Yoga Instructor	1	4600	38,000.00
79	Child Psychologist	1	5400	61,000.00
80	Clinical Psychologist	1	5400	61,000.00
81	Secuirty Officer	1	5400	61,000.00
82	Ayush Mytra	25		20,900.00
	Total	639		

83	Sr. Nursing Officer	6	4800	40,000.00
84	Nursing Officer	566	4600	38,000.00
	Grand Total	1211		