

**TENDER NO.24/Manpower (Nursing Staff)/240/2017-RISH (Admin.)**

**Dated : 20-06-2017**



**NOTICE INVITING TENDER FOR PROVIDING MANPOWER SERVICES**

**(NURSING STAFF)**

**AT ALL INDIA INSTITUTE OF MEDICAL SCIENCES**

**RISHIKESH**

TENDER COST: Rs. 1,000/-

VAT: Rs. 145/-

TOTAL: Rs 1145/-

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

|  |  |
|--|--|
| <b>Sr. No. of Tender</b>   | <b>24/Manpower/240/2017-Rish(Admn)</b>   |
| <b>File No.</b>  | <b>24/Manpower (Nursing Staff)/ 240/2017Rish(Admin)</b>                        |
| <b>Subject</b>   | <b>For providing manpower (nursing staff) for one year at AIIMS, Rishikesh</b> |
| <b>Name of the party in whose favour the Tender form has been issued</b> | <b>All India Institute of Medical Sciences, Rishikesh</b>                      |

**The Director,****All India Institute of Medical Sciences,  
Rishikesh - 249201****(SEAL OF THE OFFICER)**

Dear Sir,

1. I/We hereby submit our documents against the above tender for outsourcing of jobs for one year at AIIMS, Rishikesh 249203.
2. I/We now enclosing herewith the FDR/CD/Term Deposit Receipt \_\_\_\_\_ dated \_\_\_\_\_ for Rs. ----- drawn in favour of "AIIMS, Rishikesh" towards EMD/Bid Security. (Tender not accompanied with EMD/Bid Security along with Techno Commercial Bid (Part-I) shall be summarily rejected).
3. I/We have gone through all terms and conditions of this tender before submitted the same and agreed to all the terms and conditions, stipulated by the AIIMS, Rishikesh in this connection.
4. I/We have noted that over written entries shall be deleted unless cut & re-written entries are duly initialed.
5. Tender is duly signed (No thumb impression should be affixed) by the proprietor/authorized signatory.
6. I/We undertake to sign the contract/agreement, if required, within 7 days from the issue of the letter of acceptance/offer, failing which our/my security money deposited maybe forfeited and our/my name may be removed from the list of contractors at the AIIMS, Rishikesh-249203.

**Note:**

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

Yours Sincerely,

**Signature with rubber stamp  
of Tenderer with full Address****1. WITNESS WITH FULL ADDRESS & PHONE NO.**

\_\_\_\_\_

**2. WITNESS WITH FULL ADDRESS & PHONE NO.**

\_\_\_\_\_

**3. WITNESS WITH FULL ADDRESS & PHONE NO.**

**NOTICE INVITING TENDER FOR MANPOWER (NURSING STAFF)**

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

| Name of work & file reference  | Tender cost (in Rs.) | EMD/Bid Security (in Rs.) |
|--|----------------------|---------------------------|
| Manpower (Nursing Staff) for one year at AIIMS, Rishikesh (Two-Bid System)<br>(F.No. 24/manpower (nursing staff)/2017-Rish(Admin)) | Rs.1145/-            | Rs. 10,00,000/-           |

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

The tender form shall be available on AIIMS, Rishikesh website ([www.aiimsrishikesh.edu.in](http://www.aiimsrishikesh.edu.in)) from where it can be downloaded and a demand draft of Rs 1145/- (Rupees one thousand one hundred forty five only) in favour of AIIMS,Rishikesh payable at Rishikesh should be submitted at the time of submission of tender form **(COST OF TENDER FORM)**.

Last date for submission/receipt of tender(s) is upto **19/07/2017 at 03.00 P.M** and technical bids will be opened by the Tender Committee in the presence of tenderers or their authorized representatives who wish to be present on **19/07/2017 at 03.30 PM** in the Tender Office All India Institute of Medical Sciences, Rishikesh. In case, any holiday falls on the day of opening, the tenders will be opened on the next working day at the same but the tender box will be sealed on same day and time, as scheduled above. The tenders received after the above said scheduled date and time will not be considered. No tender by fax will be entertained.

The pre bid conference would be held on **05-07-2017** at 03.00 PM in the office of Tender Opening Room, AIIMS, Rishikesh. All firms representative who are attending the pre bid meeting shall produce an authorization letter from their firm on the firm's letter head. They are required to put their query in writing before the committee.

**Tender for Outsourcing of Job (Nursing Staff)****ANNEXURE-I****TERMS & CONDITIONS OF CONTRACT**

(Annexure to Agreement)

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

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

| <b>S.No</b> | <b>Description</b>                     | <b>Educational Qualifications</b>   | <b>No. of Posts</b> | <b>Consolidated Contractual amount per month inclusive of all statutory obligation (in Rs.)</b> |
|-------------|--|---|---------------------|---|
| 1.          | Staff Nurse Grade-II (Nursing Sisters) | I. Matriculation or its equivalent from a recognized university/board<br>II. Certificate in General Nursing and Midwifery from a recognized Staff Institution or equivalent qualification for male nurses.<br>III. Should be registered "A" Grade Nurse and Midwife with Staff Nursing Council or equivalent qualification for male nurses.<br><b>Desirable:</b><br>Ability to use computers – hands on experience in office applications, spread sheets and presentation | 600 (Approx.)       | 2,40,00000/-  |

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

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

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

**B. Eligibility Criteria:**

1. The Bidder may be a proprietary firm, Partnership firm, Limited Company, Corporate body legally constituted, who possess all the required licenses, registrations etc. as per law valid at least for 11 (eleven) months from the date of award of work.
2. The Bidder shall have at least 3 (three) years' experience of providing manpower services to Central Govt. department/ PSU of the Central Government of India/Universities/Autonomies Institutions.
3. Conditional bids shall not be considered and will be out rightly rejected in very first instance.
4. Having successfully completed at least one work of similar magnitude as per below mentioned criteria during the last three years:-
  - (i) One similar work of not less than Rs. 4,00,00,000/- (Rupees Four Crores only) per annum or,
  - (ii) Two similar works each amounting to not less than Rs. 3,00,00,000/- (Rupees Three Crore Only) per annum or,
  - (iii) Three similar works each amounting to not less than Rs. 2,00,00,000/-(Rupees Two Crore only) per annum

**Note:**

- i. Work referred above should be in the name of a firm as a single entity and not aggregates of joint venture firms/associates or cartels.
  - ii. Completed work shall mean work under one contract with extension/Work considered should either have been completed.
  - iii. Concluded or should have been more than one year old live contracts with extension/s, if any. In case of running contract, value of payment received till date of issue of certificate shall be the qualifying amount.
5. The average annual turnover of services provided by the bidder should not be less than Rs. 5 Crores during the last three consecutive years as per their audit books of accounts/Tax Returns with clear evidence that the turnover is derived from provision of services which from the subject matter of the present notice.
  6. The bidder should have their registered office / branch in Rishikesh. If not, an office should be opened in Rishikesh within 30 (thirty) days of the award of work, where an empowered officer/designatory may be posted, who can take decision on any situation relating to the performance of agency's obligation under this contract.
  7. There should be no case pending with the police against the Proprietor / Firm / Partner or the Company (Agency) & should not be black listed by any organization (Declaration on Rs. 10 notarized stamp paper must be annexed).
  8. The bidder shall have the following Registrations and details of the same along with a copy of certificate must be provided in the Technical Bid:

PF Registration:

ESI Registration:

Service Tax Registration:

Valid License issued by Regional Labour Commissioner, Govt. of India or should give an undertaking that the bidder would obtain it positively within 90 (ninety) days of the award of the work.

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

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

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

### **C. Information and Conditions relating to Submission of Bids**

1. The initial period of contract shall be for a period of 12 months or till regular appointment whichever is earlier. The contract may be further extendable upto one year, depending on performance of the Agency and at the discretion of Director, AIIMS, Rishikesh.
2. The tender document containing eligibility criterion, scope of work, terms & conditions and draft agreement can be purchased from AIIMS, Rishikesh on any working day between 10:00 AM to 03:00 PM on payment of non-refundable charges of Rs 1145/- (Rupees one thousand one hundred forty five only) or can be downloaded from website [www.aiimsrishikesh.edu.in](http://www.aiimsrishikesh.edu.in). Those who download the tender document from Website should enclose a DD for Rs 1145/- (Rupees one thousand one hundred forty five only) in favour of "**AIIMS, Rishikesh**", payable at Rishikesh, not later the date of 19-07-2017, along with their bid in the Cover-I containing "Technical Bid".
3. The interested agencies are required to submit the Technical and Financial Bids separately, under two bid systems, in the format enclosed. The bids in sealed Cover-I containing "**Technical Bid**" and sealed Cover-II containing "**Financial Bid**" should be placed in a third sealed cover super scribed "**Tender for Manpower Services (Nursing Staff)**" should reach AIIMS, Rishikesh before 03:00 PM on or before **19/07/2017**. The Technical bids shall be opened on the same day at 03.30 PM at Tender Opening Room, AIIMS, Rishikesh in presence of the bidders or their authorized representatives who choose to remain present. The Tender received after due date & time will be rejected and no claim shall be entertained whatsoever may be the reason.
4. The pre bid conference would be held on **05-07-2017** at 03.00 PM in the office of Tender Opening Room, AIIMS, Rishikesh. All firms representative who are attending the pre bid meeting shall produce an authorization letter from their firm on the firm's letter head. They are required to put their query in writing before the committee.
5. All the pages of the tender should be signed by the owner of the firm or his Authorized signatory. In case the tenders are signed by the Authorized signatory, a copy of the power of attorney/authorization may be enclosed along with tender. A copy of the terms & conditions shall be signed on each page and submitted with the technical bid as token of acceptance of terms & conditions.
6. All entries in the tender form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. No overwriting or cutting is permitted in the Technical Bid, Financial Bid unless authenticated by full signature of bidder.
7. The bidder shall pay Bid Security (EMD) of Rs 10,00,000 (Rupees Ten lakh Only) along with the Technical Bid by DD/TD/FD/CD in favour of "AIIMS, Rishikesh" drawn on any Nationalized Bank/ Scheduled Bank and payable at Rishikesh. Bids received without Earnest Money deposit (EMD) shall stand rejected and thus shall not be considered for evaluation etc at any stage. The original EMD will be put in cover-I containing Technical bid. The EMD has to remain valid for a period of at least six months from the opening of financial bids.
8. The bid security (EMD) without interest shall be returned to the unsuccessful bidders within one week after finalization of contract.
9. As a guarantee towards due performance and compliance of the contract work, the successful bidder (Agency) will have to deposit an amount equal to Rs. 25,00,000/- (Rupees twenty five lakh only) towards Security Deposit by way of TD/FD/CD/BG in favour of "AIIMS, Rishikesh" drawn on any Nationalized Bank/ Scheduled Bank and payable at Rishikesh and sign a contract Agreement. The validity of Security deposited must be at least 3 months greater than the term of the contract.
10. The EMD shall be forfeited if successful bidder fails to undertake the work or fails to comply with any of the terms & conditions of the contract.
11. The bid shall be valid and open for acceptance of the competent authority for a period of 90 days from the date of opening of the tenders and no request for any variation in quoted rates and / withdrawal of tender on any ground by bidders shall be entertained.

12. To assist in the analysis, evaluation and computation of the bids, the Competent Authority, may ask bidders individually for clarification of their bids. The request for clarification and the response shall be in writing but no change in the price or substance of the bid offered shall be permitted.
13. After evaluation, the work shall be awarded normally to the Agency fulfilling all the conditions and who has quoted the lowest rate (inclusive for all categories) after complying with the all the Acts / provisions stated / referred to for adherence in the tender. In case two or more agencies are found to have quoted the same rates, the Director, AIIMS, Rishikesh shall decide about the Agency to which the offer shall be granted based on the report on the past performance of the firm, and length of experience etc. Such decision by the authority shall be final. The Director, AIIMS, Rishikesh, have discretionary right to award on the same rate parallel contract to the next eligible agency, in case, the agency with lowest rate at any stage after award of contract fails to perform successfully / satisfactorily.
14. AIIMS, Rishikesh shall reimburse the Agency to the extent of the amount of variation arising out of the upward revisions in minimum wages as per Labour Commissioner of India above the rates mentioned in the contract and derived statutory obligations thereof provided the documentary evidence is produced by the Agency making such payments to that extent only.
15. AIIMS, Rishikesh reserves the right to accept or reject any or all bids without assigning any reasons. AIIMS, Rishikesh also reserves the right to reject any bid which in his opinion is non- responsive or violating any of the conditions/specifications without any liability to any loss whatsoever it may cause to the bidder in the process.
16. Canvassing in any form is strictly prohibited and the tenderers who are found canvassing are liable to have their tenders rejected out-rightly.

**D. Other Terms and Conditions:**

17. The initial period of contract shall be for a period of 12 months or till regular appointment whichever is earlier. The contract may be further extendable upto one year, depending on performance of the Agency and at the discretion of Director, AIIMS, Rishikesh.
18. The number and arrangement of deployment of the manpower is without prejudice to the right of Administrative Officer, at AIIMS, Rishikesh to deploy the personnel in any other number or manner considered to be more suitable in the interest of the AIIMS, Rishikesh.
19. The persons deployed by the service providing Agency shall not claim nor shall be entitled to pay, perks and other facilities admissible to casual, ad hoc, regular/ confirmed employees of this institute during the currency or after expiry of the contract.
20. In case of termination of this contract on its expiry or otherwise, the persons deployed by the service providing Agency shall not be entitled to and will have no claim, for any absorption nor for any relaxation for absorption in the regular/ other capacity at the Institute.
21. 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.
22. The Agency shall ensure fulfillment of qualifications (academic/professional), skills, experience, age limit and other engagement conditions as tabulated above. The Agency will get their antecedents, identity proof, character and conduct and medical health suitability verified.
23. The full particulars of the personnel to be deployed by the Agency including their names, addresses and identity proof shall be furnished to the Administrative Officer, AIIMS, Rishikesh along with testimonials before they are actually deployed for the job.
24. The Agency shall not deploy or shall discontinue deploying the person(s), if so desired by the Administrative Officer, at any time without assigning any reason whatsoever.
25. A local representative of Agency shall be In-charge of the manpower system and shall be responsible for the efficient rendering of the service under the contract. The local representative will ensure proper conduct by the deployed personnel and prohibition of alcoholic / any form of tobacco consumption etc. The personnel shall work under directives and guidance of the Administrative Officer and will be answerable to the Administrative Officer. This will, however, not diminish in any way, the Agency's responsibility under the contract to the AIIMS, Rishikesh. The local representative will also

maintain the muster roll, the wages / payment register and other documents as provided in the Contract Labour Act.

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

27. A senior level representative of the Agency shall visit AIIMS, Rishikesh at least once-a-week and review the service performance of its personnel. During the weekly visit, Agency's representative will also meet the Administrative Officer, AIIMS, Rishikesh, officer dealing with service under the contract for mutual feedback regarding the work performed by his personnel and removal of deficiencies, if any, observed in their working. The responsibility of transportation, food and other essential requirements in respect of each deployed personnel will be solely with the agency. The Agency will strictly ensure that any sensitive / confidential nature of information related to the organization is not divulged or disclosed to any person by the personnel deployed by it.

28. The Agency shall ensure that any replacement of the personnel, as required by the Administrative Officer, AIIMS, Rishikesh for any reason specified or otherwise, shall be effected promptly without any additional cost to the AIIMS, Rishikesh. If the agency wishes to replace any of the personnel, the same shall be done with prior concurrence of the Administrative Officer, AIIMS, Rishikesh at Agency's own cost.

29. The Agency shall provide reasonably good uniform, name badges with Photo Identity Cards to its personnel deployed at AIIMS, Rishikesh at its own cost and ensure that these cards are to be constantly displayed, maintained in good condition and their loss should be reported immediately. Entry permit for the particular Bldg/Block, where the personnel is actually deployed, shall be issued by Administrative Office, AIIMS. Incidentals for the respective categories of manpower shall be borne / supplied by the Agency at its cost.

30. 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.

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

32. The service provider shall submit the bill to the Administrative Officer for re-imburement by 3rd of every month. The bill has to be accompanied by exact data on personnel deployed and other deployments which have to be certified by authorized security officer/representatives of AIIMS, Rishikesh on a daily basis. The monthly bill shall include supporting documents, satisfactory performance certificate along with documents verifying payment by the agency to its employees in the previous month. No other charges of any kind shall be payable. No advance payment shall be made to the Agency. There would be no increase in rates payable to the Agency during the Contract period except reimbursement of the statutory wages revised by the Government. The Income-tax as applicable shall be deducted from the bill unless exempted by the Income-tax Department.

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

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

- (a) The Payment of Wages Act 1936
- (b) The Employees Provident Fund & MP Act, 1952
- (c) The Contract Labour (Regulation) Act, 1970
- (d) The Payment of Bonus Act, 1965
- (e) The Payment of Gratuity Act, 1972
- (f) The Employees State Insurance Act, 1948

- (g) The Employment of Children Act, 1938
- (h) The Motor Vehicle Act, 1988
- (i) Minimum Wages Act, 1948

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

36. The agency shall ensure that staff appointed by them is fully loyal-to and assist the Administrative Officer, AIIMS, Rishikesh during normal periods as well as during other emergencies for the protection of personnel and property both moveable and immovable to the entire satisfaction of AIIMS, Rishikesh.

37. In case of any loss that might be caused to AIIMS, Rishikesh due to lapse on the part of the personnel discharging their responsibilities will be borne by the Agency and in this connection, Administrative Officer, AIIMS, Rishikesh shall have the right to deduct appropriate amount from the bill or from the Performance Bank Guarantee submitted by the contracting agency to make good such loss to AIIMS, Rishikesh besides imposition of penalty. In case of frequent lapses on the part of the personnel deployed by the agency, Director, AIIMS, Rishikesh shall within its right terminate the contract forthwith or take any other action without assigning any reason whatsoever. Such penalties / termination shall be binding on the agency.

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

39. As and when Administrative Officer, AIIMS, Rishikesh requires additional manpower strength on temporary or emergent basis, the Agency will depute such personnel under the same terms and conditions. For the same, a notice of two days will be given by the Administrative Officer, AIIMS, Rishikesh. Similarly, if the personnel deployed by the agency at any time found absent from duty or sleeping or found engaged in irregular activities, the Administrative Officer, AIIMS, Rishikesh shall deduct the requisite amount at the pro-rata rates from the bill of the agency besides imposition of penalty for non-observance of the terms of contract.

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

41. In case of non-compliance/non-performance of the services according to the terms of the contract, the Administrative Officer, AIIMS, Rishikesh shall be at liberty to make suitable deductions from the bill without *prejudice* to its right under other provisions of the Contract.

42. The Agency shall be solely liable for all payment/dues of the personnel deployed by clearly specifying the deductions on account of EPF, ESI and other statutory obligations etc. The Agency shall fully indemnify AIIMS, Rishikesh against all the payments, claims, and liabilities whatsoever incidental or directly arising out of or for compliance with or enforcement of the provisions of any of the labour or other laws to the extent they are applicable to establishment /work in AIIMS, Rishikesh. Any complaint towards non-payment of wages, other liabilities and statutory obligations will lead to immediate termination of contract with penalty.

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

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

45. The Agency shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other Agency without the prior written consent of this Institute.

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

issues whatsoever.

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

48. In case of any dispute or differences arising under the terms of this Agreement the same shall be settled by reference to arbitration by a Sole Arbitrator to be appointed by Director, AIIMS, Rishikesh. The provisions of Arbitration and Conciliation Act 1996 shall be applicable.

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

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

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

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**Administrative Officer  
AIIMS, Rishikesh**

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

|   |  |      |    |                              |                                     |                                |                        |
|---|--|------|----|------------------------------|-------------------------------------|--------------------------------|------------------------|
| 1. Name & Address of the Tenderer Organization/Agency with phone number, email etc. <u>and</u> name, address and telephone/mobile number of contact office at Rishikesh.  |  |      |    |                              |                                     |                                |                        |
| 2. Experience in the work of providing Services. Particulars of experience (Attach certificates, testimonials). This shall cover the details of works of similar nature, carried out and/or on hand for last five years along with a certificate from the organization where the job was carried out. (As per eligibility criteria No.4 and 5)  |  |      |    |                              | In following format                 |                                |                        |
| S. No.  | Name of Organization with complete address and telephone numbers to whom services provided | From | To | Detail of Man Power Provided | Total Contract period (in Yr/month) | Total Contract Amount (In Rs.) | Reason for Termination |
| 3. Set-up of your Agency, clearly indicating details of managerial, supervisory and other staff, also indicate the number of muster roll staff available for performing this service:<br><br>(a) Is the establishment registered with the Government please give details with document/evidence.<br>(b) Do you have Labour license. Please provide details and attach a copy.<br>(c) Undertaking of the Agency confirming the availability of the adequate Job executor of requisite qualification and experience for deployment in AIIMS, RISHIKESH. |  |      |    |                              |                                     |                                |                        |
| 4. Are you covered by the labour Legislations, such as, ESI, EPF, Act etc.  |  |      |    |                              |                                     |                                |                        |
| 5. Please give<br><br>EPF Regn No:<br>ESI Code:<br>Act Regn. No:  |  |      |    |                              |                                     |                                |                        |
| 6. Are you governed by minimum wages rules of the Government  |  |      |    |                              |                                     |                                |                        |
| 7. Please attach copy of last Three year Return of Income Tax   |  |      |    |                              |                                     |                                |                        |
| 8. Please attach balance sheet of the agency, duly certified by Chartered Accountant for last three (3) years.  |  |      |    |                              |                                     |                                |                        |
| 9. PAN No. (Please attach copy)   |  |      |    |                              |                                     |                                |                        |
| 10. VAT No. (Please attach copy)  |  |      |    |                              |                                     |                                |                        |
| 11. Service Tax Registration No. (Please attach copy)   |  |      |    |                              |                                     |                                |                        |
| 12. Acceptance of terms & conditions attached (Yes/No). Please sign each page of Tender document as token of acceptance and submit as part of tender.   |  |      |    |                              |                                     |                                |                        |
| 13. Power of Attorney/authorization for signing the bid documents   |  |      |    |                              |                                     |                                |                        |

|   |  |
|---|--|
| 15. Please submit an undertaking, on notarial stamp paper of Rs. 100/- (Rupees one hundred only) (Performa in given) that no case is pending with the police against the Proprietor/firm/partner or the Company (Agency) and firm / agency is never being black listed by any organization Indicate any convictions in the past against the Company/firm/partner. |  |
| 16. Please attach original DD/FD/TD/CD Order of Rs.10,00,000/- (Rupees ten lakhs only) towards bid security (EMD)<br><br>For Rs. 10,00,000/-<br>DD/FD/TD/CD No.<br>Date:<br>Payable at:   | Details of DD for Rs. 1145/- (Rupees one thousand one hundred forty five only) In case tender document is down loaded from website, please furnish following details.<br><br>For Rs. 1145/-<br>DDNo.<br>Date:<br>Payable at: |

**Declaration by the Tenderer:**

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

**Encls:**

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

|                           |  |
|---------------------------|--|
| Place:.....<br>Date:..... | <b>(Signature of Bidder with seal)</b><br>Name:<br>Address<br>Phone No (O):<br>Fax No. (O):<br>E-mail: |
|---------------------------|--|

**Sign of issuing Authority**

**F.No. 24/Manpwer (Nursing Staff)/240/2017 (RIS) Admin  
(To be made on Rs 100.00 Non Judicial Stamp Paper)**

**DRAFT AGREEMENT FORMAT**

This agreement is made at Rishikesh on the \_\_\_\_\_ day of \_\_\_\_\_ Two thousand Sixteen between **Director, All India Institute of Medical Sciences, Rishikesh, acting through Sr. Administrative Officer, AIIMS, Rishikesh, having its office at AIIMS, Virbhadra, Rishikesh-249201 hereinafter called 'Client'** which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors, legal representatives and assigns) of the **First Part.**

**Second Part**

M/s \_\_\_\_\_ having its registered office at -

(Hereinafter called the '**Agency**' which expression unless repugnant to the context shall mean and include its successors-in-interest assigns etc.) of the **Second Part**.

WHEREAS the '**Client**' is desirous to engage the '**Agency**' for providing Off-Roll Manpower Services for AIIMS, RISHIKESH at Rishikesh on the terms and conditions stated below:

1. The Agency shall be solely responsible for compliance to provisions of various Labour, Industrial and any other laws applicable and all statutory obligations, such as, Wages, Allowances, Compensations, EPF, ESI, etc relating to Off-Roll Manpower Services in AIIMS, RISHIKESH. The '**Client**' shall have no liability in this regard.
2. The Agency shall be solely responsible for any accident/medical/health related liability/compensation for the personnel deployed by it at AIIMS, Rishikesh site. The '**Client**' shall have no liability in this regard.
3. Any violation of instruction / agreement or suppression of facts will attract cancellation of agreement without any reference or any notice period.
4. The contract can be terminated by giving one month notice on either side.
5. In case of non-compliance with the contract, the Client reserves its right to:
  - a. Cancel / revoke the contract; and / or
  - b. Impose penalty up to 10% of the Total Annual Value of contract
6. Security Deposit amounting to 10% of the contract value in the form of Fixed Deposit Receipt or Bank Guarantee shall be furnished by the Agency at the time of signing of the Agreement.
7. The Agency shall be fully responsible for timely monthly payment of wages and any other dues to the personnel deployed at AIIMS, RISHIKESH.
8. The personnel provided by the Agency will not claim to become the employees of AIIMS, RISHIKESH and there will be no Employee and Employer relationship between the personnel engaged by the Agency & AIIMS, RISHIKESH.
9. There would be no increase in rates payable to the Agency during the contract period except reimbursement of the statutory wages revised by the Central Govt.
10. The Agency also agrees to comply with annexed Terms and Conditions and amendments thereto from time to time.
11. Decision of Client in regard to interpretation of the Terms and Conditions and the Agreement shall be final and binding on the Agency.

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

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

THIS AGREEMENT will take effect from \_\_\_\_\_ day of \_\_\_\_\_ Two thousand sixteen and shall be valid for one year.

IN WITNESS WHEREOF both the parties here to have caused their respective common seals to be hereunto affixed / (or have hereunto set their respective hands and seals) the day and year mentioned above in Rishikesh in the presence of the witness:

For and on behalf of the '**Agency**'

[  
For and on behalf of the '**AIIMS, Rishikesh**

Signature of the authorized Official

Signature of the authorized Official

Name of the Official

Name of the Official

Stamp / Seal of the '**Agency**'

(in presence of)

(in presence of)

Witness \_\_\_\_\_

Witness \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Price Bid**  
**for providing manpower services (nursing staff) at AIIMS, Rishikesh**

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

In Percentage

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**Note:**

1. Rates quoted will include all statutory obligations of the Service Provider under EPF, ESI, Minimum Wages Act, Contract Labour (R&A) Act, weekly-off/replacement charges, cost of uniform, Identity cards of personnel deployed by the Service Provider, all kind of taxes, (service charges, etc. of the agency) shall be included in service charge.
2. The contract is initially for one year extendable for further one year at a time, maximum for two years subject to satisfactory performance.
3. The bidder shall be responsible for all the costs associated with the preparation of its proposal and its participation in the bidding process.
4. **All the columns shall be clearly filled in ink legibly or typed. The tenderer should quote the, rates and amount tendered by him/them in figures and as well as in words. Alterations, if any, unless legibly attested by the tenderer shall disqualify the tender. The tenderer shall take care that the rates and amount is written in such a way that interpolation is not possible. No blanks should be left which would otherwise make the tender liable for rejection.**
5. The job requirements as mentioned in Annexure are Tentative and actual number of manpower requirement may be less which will be notified to the bidder. Initially few number or few categories of job will be required. No claim can be made on the basis that mention number of job has not been taken from the agency. Payment will be made for the job actually outsourced.
6. As per Office Memorandum No. 29(1)/2014-PPD of Ministry of Finance, Department of Expenditure dated 28th January 2014, any firm quoting 'Nil' charges/ consideration as service charge will be treated as unresponsive and will be summarily rejected.

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