

# All India Institute of Medical Sciences

Rishikesh-249203



**Tender document for providing services of sewer man, mason, painter , helper and beldar at  
AIIMS, RISHIKESH**

**Ref. No. : 01/SE/Civil/2019-20**  
**Publishing Date : 16-04-2019 at 9.30 AM**  
**Bid Submission Start Date : 16-04-2019 at 11.00 AM**  
**Last Date of Bid Submission: 30-04-2019 at 03.00 PM**  
**Technical Bid Opening : 01-05-2019 at 03.30 PM**

**TENDER NOTICE  
FOR  
Providing services of sewer man, mason, painter , helper and beldar at AIIMS, RISHIKESH**

E-Tender are invited from reputed, competent and experienced Agencies on behalf of the Director, AIIMS, for providing services of sewer man, mason, painter, helper and beldar for the Period of 11 months from the date of start of work.

Tender document may be downloaded from CPPP site <https://eprocure.gov.in> NIT may be downloaded from institute website [www.aiimsrishikesh.edu.in](http://www.aiimsrishikesh.edu.in) on or before 01-05-2019 at 03:30 PM the bid received after due date and time will not be entertained whatsoever may be the reason. The technical bids shall be opened on the next day at AIIMS, Rishikesh. In the event of any of the above mentioned date being declared as a holiday / closed day, the tenders will be opened on the next working day at the appointed time. Date of opening of financial bid of technically qualified agencies will be announced later through Website of AIIMS Rishikesh.

The tender document containing eligibility criteria, scope of work, terms & conditions and draft agreement can be downloaded from AIIMS, Rishikesh website **from 16.04.2019 to 30.04.2019** on non-refundable payment of Rs.1180.00 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 DD for Rs.1180.00 (non-refundable) in favor of “**AIIMS, Rishikesh**”, payable at Rishikesh, not later the date 30.04.2019 at 03:30PM along with their tender bid. The bid security (EMD) of Rs 65000.00/- (Rupees Sixty five Thousand only) should be paid in the form of FD/TD/CD in favour of “**AIIMS, Rishikesh**” payable at Rishikesh. The Tender Documents are not transferable.

Any future clarification and/or corrigendum(s) shall be communicated through Executive Engineer on the AIIMS, Rishikesh website: [www.aiimsrishikesh.edu.in](http://www.aiimsrishikesh.edu.in).

**Executive Engineer  
AIIMS, Rishikesh**

**Sign of Bidder**

**TENDER DOCUMENT**  
**AIIMS, RISHIKESH invites**  
**TENDER FOR PROVIDING SERVICES OF SEWER MAN, MASON, PAINTER ,**  
**HELPER AND BELDAR FOR CLEANING OF BUSHES AT AIIMS RISHIKESH.**

(Documents related to Eligibility Criteria)

**TECHNICAL BID**

(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 Repairing, painting and cleaning particulars of experience (Attach certificates, testimonials). This shall cover the details of works of repairing, painting and cleaning for last 1 (one) years.						<b>In following format</b>	
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 Organization/Agency, clearly indicating details of managerial, supervisory and other staff, also indicate the number of muster roll staff available for performing this service:							
<p>(a) Is the establishment registered with the Government please give details with document/evidence.</p> <p>(b) Do you have Labour license. Please provide details and attach a copy.</p> <p>(c) Undertaking of the Agency confirming the availability of the adequate Job executor of requisite qualification and experience for deployment in AIIMS, RISHIKESH.</p>							
4. Are you governed by minimum wages Act/rules of the Government of India? If yes, please furnish & submit details and also furnish the declaration in notarized stamp paper (in annexed Performa regarding compliance of minimum wages and others obligations under Labour Legislations such as ESI, EPF Act etc. to the person to be employed in AIIMS, Rishikesh.							
5. Please attach copy of last three year Returns of Income Tax							

**Sign of Bidder**

6. Please attach last three (3) year's Annual Accounts including balance sheet & Audit Certificate in 3CD form by Chartered Accountant (Annual average turnover should not be less than ten (10) Lac. The turnover can be relaxed to some extent according to bidding response for better competition.)	
7. PAN No. (Please attach copy)	
8. GST No. (Please attach copy)	
9. Trade License No. (Please attach copy)	
10. Service Tax Registration No. (Please attach copy)	
11. Acceptance of terms & conditions attached (Yes/No) in a Rs.10 notarized paper. Please sign each page of terms and conditions as token of acceptance and submit as part of tender document with technical bid. Otherwise your tender will be rejected.	
12. Power of Attorney/authorization for signing the bid documents	
13. Please submit a notarized affidavit on Indian Non judicial stamp paper of Rs. 10/- that no case is pending with the police against the Proprietor/firm/partner or the Company (Agency). Indicate any convictions in the past against the Company/firm/partner. Please also declare that proprietor/firm has never been black listed or debarred for participating in tender by any organization.	
14. Details of the FD/TD/CD Rs. 65000.00/- (Rupees sixty five thousand only) towards of bid security (EMD).  FD/TD/CD No:  Date:  Payable at-	Detail of cost of Tender for Rs. 1180.00/- (if downloaded from website)  DD No.  Date:  Payable at-

**\*\*Note-Contractor is supposed to comply all statutory order till date of tender issued and will abide from all statutory provision. In case of non-fulfilling of obligations by agency institute has right to recover such amount as deemed fit and will be paid to concern. The decision taken by engineer in charge shall be final and binding to contractor.**

**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.

**Sign of Bidder**

- Encls:** 1. DD/Pay Order (if tender form is downloaded from the website of this Institute)  
2. FD/TD/CD for EMD.  
3. Terms & Conditions (each page must be signed and sealed)  
4. Financial Bid

Place:.....

Date:.....

**(Signature of Tenderer with seal)**

Name:

Address

Phone No (O):

Fax No. (O):

E-mail:

**Tender Sl.No:**

**Sign of issuing Authority**

**Sign of Bidder**

**Tender for providing services of sewer man, mason, painter , helper and beldar at AIIMS  
Rishikesh  
FINANCIAL BID**

(QUOTE FOR PROVIDING “providing services of sewer man, mason, painter , helper and beldar for cleaning of bushes\_TO AIIMS, RISHIKESH”

**Financial Quote by Bidder:-M/s.....**

	Service charge in per cent (In figure)	Service charge in per cent (In words)
Quote of Service Charge		

- 1- *The bidder quoting lowest rate of service charges for providing the services of the required manpower will be considered. However, the bidder necessary has to quote over and above ZERO percent service charge as per orders of 2014 issued by Ministry of Finance, Govt. of India. Zero percent includes all derivate of zero up to 0.9999 and any service charge not adhering to the Ministry of Commerce & Industry, Department of Commerce Guidelines order no. 31/14/1000/2014-GA dated 17.09.2014 shall be considered unresponsive and such bid shall not be considered for evaluation.*
- 2- *Percentage of service charge will be considered up to two digits after decimal point. Bidder who will quote more than two digits after decimal point, only two digits will be considered rest will be ignored without any mathematical issue.*
- 3- *If two or more bidders quoted for same percentage of service charge, tender will be awarded to bidder who have grater turnover (total of last three years’ turnover basis).*
- 4- No Service provider is allowed to pay wages less than the minimum rate of wages prescribed by the Labour Commissioner (Central). AIIMS will reimburse payment of actual wages disbursed to the above category of the labours on submission of wages disbursement sheet sent to Bank. Wages will include Basic wages plus Variable Dearness Allowance (VDA) on per day (as per norms). Wages will include four paid wages in a month for 26 days of a month.
- 5- Wages is to be paid by the Service provider as per Payment of wages Act.
- 6- The Statutory deductions made from the wages of the deployed person shall be deposited within the respective Statutory Authorities in their name and time frame prescribed. On production of deposit challans, it will be reimbursed by the Institute. The same will be considered monthly basis.

**Declaration by the Bidder:**

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them. I also undertake to give rotation to each employee as per minimum wages act.

**Sign of Bidder**

Note:

- (i) No other charges would be payable by Client.
- (ii) There would be no increase in rates during the Contract period except provision under the terms and conditions.

Place:.....  
Date:.....

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

**Tender Sl.No:**

**Sign of issuing Authority**

**Sign of Bidder**

**I. GENERAL TERMS & CONDITIONS OF CONTRACT****A. Scope of Work:**

1. The AIIMS, at present has initial requirement purely on a temporary basis of 01 mason, 01 helper, 04 sewer man 01 painter and 04 beldar for cleaning of bushes. The requirement of the AIIMS may further increase or decrease marginally, during the period of initial contract also and the tenderer/bidder would have to provide additional manpower services, if required on the same terms and conditions.

2. Place of Duty, Working Hours and Punctuality:

- a. The personnel so deployed shall have to report for duty at AIIMS . No extra liability on this account will be borne by AIIMS.

- b. The normal working hours of the AIIMS will be from 09.00 a.m. to 6.00 p.m.

- c. The manpower so deployed shall have to strictly adhere to punctuality with regard to office timing. Late arrivals, early departures and short leaves shall not be permitted in any manner. In case, the person deployed is absent on a particular day or comes late / leaves early on three occasions, proportionate deduction of wages/ salary for one day will be made.

- d. The duties assigned to a particular person may be interchanged accordingly to the capability as per requirement of the institute.

3. The Service Provider shall nominate a coordinator who would be responsible for immediate interaction with the AIIMS, so that optimal services of the persons deployed by the agency could be availed without any disruption.

4. All open and covered area (entire AIIMS premises) within the boundary of the AIIMS, Rishikesh will be in the scope of repairing, painting and clearing of bushes services to be provided by the contractor. Officials of AIIMS Rishikesh will also monitor the entire work and staff.

**Sign of Bidder**



**B. Eligibility Criteria:**

1. The Bidder may be a proprietorship firm, Partnership firm, Limited Company, Corporate body legally constituted, empaneled or registered who possess the required licenses, registrations etc as per law valid at least for 12 months from the date of opening of tender.
2. The Bidder shall have at least 1-year experience of providing Repairing, Cleaning and Panting services including two years in a Medical College and Hospital.
3. Having successfully completed works of Repairing, Cleaning and Painting services in any of the last 03 years as per following criteria:
  - i. One similar works of Rs. 10,37,587.00/- or more, in any of the last 03 year  
or
  - ii. Two similar works, each amounting to not less than Rs. 7,78,190.40/-, in any of the last 03 year  
or
  - iii. Three similar works each amounting to not less than Rs.5,18,793.60/- in any of the last 03 year
4. Proof of financial turnover with a minimum of Rs.10 lac per year achieved, during last one years duly supported by Annual Accounts required to be submitted under Income Tax Act with 3CD Audit certification of CA, should be enclosed with technical bid.
5. The bidder should have an office in Rishikesh. If not, an office should be opened in Rishikesh within 30 days of the award of work, and address will be submitted to Executive Engineer AIIMS.
6. There should be no case pending with the police against the Proprietor/Firm/Partner or the Company (Agency) or was punished by any court of law or put in the black list of any organizations. The declaration must be submitted in witting.
7. The bidder shall have the following Registrations and details of the same be provided in the Technical Bid:
  - a. GST No.
  - b. PAN Card No.
  - c. Experience Detail.
  - d. EPF/ESI documents ,if not available bid is considered but priority is given to contractor who have available with document.

**Sign of Bidder**

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

1. The initial period of contract shall be for 11 months from the date of award of work subject to review of performance every three months & can be extendable for further 11 months or for few months at the sole discretion of AIIMS Rishikesh after expiry of contract.
2. The tender document containing eligibility criterion, scope of work, terms & conditions and draft agreement can be download f from AIIMS, Rishikesh website upto **30.04.2019** and payment of non-refundable charges of Rs.1180/- (Rupees one thousand one hundred eighty 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/Pay order for Rs1180/-(Rupees one thousand one hundred eighty only) in favour of “**AIIMS, Rishikesh**”, payable at Rishikesh, along with their bid containing “Technical Bid”.
4. The technical bids shall be opened on 01.05.2019 at AIIMS, Rishikesh in presence of the bidders or their authorized representatives who choose to remain present. The Tender received after due time & date will not be accepted at any circumstance. The date of opening of financial bid of technically qualified agencies will be announced later.
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.
6. 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.
7. The bidder shall pay Bid Security (EMD) of Rs 65000.00/- (Rupees Sixty five thousand only) along with the technical bid by FD/CD/TD in favour of “AIIMS, Rishikesh” with validity of six months 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.
8. The bid security (EMD) without interest shall be returned to the unsuccessful bidders after finalization of contract.
9. The successful bidder has to sign the contract in AIIMS within 22 days of the award of work and as a guarantee towards due performance and compliance of the contract work, the successful bidder (Agency) will deposit an amount of Rs 65000.00/- (Rupees sixty five thousand only) towards Security Deposit by way of FD/CD/TD in favour of “AIIMS, Rishikesh” drawn on any Nationalized Bank/ Scheduled Bank and payable at Rishikesh.
10. The EMD deposited by successful agency may be adjusted towards Security deposit as demanded above. If the successful bidder fails to furnish the difference amount between Security Deposit and EMD within **22 (twenty-two days)** days after the issue of **Letter of**

**Sign of Bidder**

**Award** of Work, bid security (EMD) shall be forfeited unless time extension has been granted by AIIMS, Rishikesh.

11. The EMD shall be forfeited if successful bidder fails to undertake the work within 22 days of issuing work order or fails to comply with any of the terms & conditions of the contract.
12. 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 successful bidder shall be entertained.
13. 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.
14. After evaluation, the work shall be awarded normally to the Agency fulfilling all the conditions and who has quoted the lowest rate after complying with the provisions of Minimum Wages Act.
15. The quoted rates shall not be less than the minimum wages of Govt. of India and shall include all statutory obligations. The rate quoted should be consolidated and inclusive of Income Tax, Employer EPF contribution, ESI contribution etc., insurance etc. the successful bidder will have to submit a notarial stamp declaration that the agency will comply all the exiting rule regarding minimum wages and other statutory obligations.
16. 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.
17. 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.

**D. Terms and Conditions:**

**Sign of Bidder**

1. The cleaning and repairing services and provision for the required tentative manpower shall be as initially as follows:-

**For AIIMS, Rishikesh (Medical College, Hostel, Hospital Complex and Residential campus site):-**

Beldar	Sewer man	Painter	Mason	Helper
02	04	01	01	01

However, the above number of the Repairing, Cleaning and Panting personnel is without prejudice to the right of Executive Engineer, at AIIMS, Rishikesh to deploy the Repairing, Cleaning and Panting personnel in any other number or manner considered to be more suitable in the interest of the AIIMS, Rishikesh. The above numbers are tentative & can be increase/ decrease at the discretion of AIIMS authorities.

2. The Agency shall ensure that the Repairing, Cleaning and Panting personnel deputed are preferably, healthy and not more than **40 years** of age. The Agency will get their antecedents, character and conduct verified and polices verification along will have to be submitted to AIIMS.
3. The full particulars of the personnel to be deployed through the Agency including their names & addresses shall be furnished to the Executive Engineer, AIIMS, Rishikesh along with testimonials before they are actually deployed for the job.
4. The Agency shall not deploy or shall discontinue deploying the person(s), if so desired by the Executive Engineer, at any time without assigning any reason whatsoever.
5. A local representative of Agency shall be In-charge of the Repairing, Cleaning and Panting system and shall be responsible for the efficient rendering of the service under the contract. The Repairing, Cleaning and Panting personal shall be equipped with latest communication systems/mobile. The personnel deployed so, will be employee of the concerning agency & AIIMS in no ways will be responsible for any litigation arising out of it. While working at the premises of AIIMS, Rishikesh, they shall work under directives and guidance of the Executive Engineer or any authority nominated for this purposes and will be answerable to the Executive Engineer. This will, however, not diminish in any way, the Agency's responsibility under contract to the AIIMS, Rishikesh.
6. A senior level representative of the Agency shall visit AIIMS, Rishikesh premises at least once-a-week and review the service performance of its personnel. During the weekly visit,

**Sign of Bidder**

Agency's representative will also meet the Executive Engineer, 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.

7. The Agency shall ensure that any replacement of the personnel, as required by the Executive Engineer, 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 Executive Engineer, AIIMS, Rishikesh at Agency's own cost.
8. The Agency shall provide reasonably good uniform with name badges to its personnel deployed at AIIMS, Rishikesh site at its own cost and ensure that they are used by the personnel deployed and are maintained in good condition.
9. 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.
10. The day-to-day functioning of the services shall be carried out in consultation with and under direction of the Executive Engineer, AIIMS, Rishikesh. Proposals for efficient functioning of the Repairing, Cleaning and Panting systems shall be discussed, considered and implemented from time to time by the agency with approval of Executive Engineer, AIIMS, Rishikesh.
11. The Agency shall be solely responsible for compliance to the provisions of various Labour and industrial laws, such as, wages, allowances, compensations, EPF, ESI etc. relating to 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 Executive Engineer, at AIIMS, Rishikesh for whatever reason. The Agency shall also be responsible for the insurance of its personnel. The Repairing, Cleaning and Painting 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 Act, 1952
  - (c) The Contract Labor (Regulation) Act, 1970
  - (d) The Employees State Insurance Act, 1948
  - (e) The Employment of Children Act, 1938
  - (f) Minimum Wages Act, 1948
12. The agency shall ensure that Repairing, Cleaning and Panting staff appointed by them is fully loyal-to and assist the Executive Engineer, AIIMS, Rishikesh during normal periods as well as during strike and other emergencies.
13. In case of any loss that might be caused to the AIIMS, Rishikesh due to lapse on the part of the Repairing, Cleaning and Panting personnel discharging Repairing, Cleaning and Panting responsibilities will be borne by the Agency and in this connection, Executive Engineer, AIIMS, Rishikesh shall have the right to deduct appropriate amount from the bill of contracting agency

to make good such loss to AIIMS, Rishikesh besides imposition of penalty. In case of frequent lapses on the part of the Repairing, Cleaning and Panting personnel deployed by the contractor, Executive Engineer, AIIMS, Rishikesh shall be within its right to terminate the contract forthwith or take any other action without assigning any reason whatsoever.

14. In the event of any Repairing, Cleaning and Panting 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.

15. As and when Executive Engineer, AIIMS, Rishikesh requires additional Repairing/Cleaning/painting Staffs on temporary or emergent basis, the agency will depute such Repairing, Cleaning and Panting personnel under the same terms and conditions. For the same, a notice of two days will be given by the Executive Engineer, AIIMS, Rishikesh. Similarly, if the Repairing, Cleaning and Panting personnel deployed by the agency any time are found absent from duty or found engaged in irregular activities, the Executive Engineer, 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. At first instance of non-compliances, 2% deduction of monthly payment penalty will be imposing. For subsequent incident it will be 5% deduction of monthly payment. If it is found that agency is continuously violating the terms & condition of the contract for more than 03 times, the said contract may be Terminated by forfeiting the Security deposit.

16. The Agency shall arrange to maintain at the Repairing, Cleaning and Panting desk/booth, the daily shift-wise attendance record of the Repairing, Cleaning and Panting personnel deployed by it showing their arrival and departure time. The Agency shall submit the same to the Executive Engineer, AIIMS, Rishikesh daily and also enclose the same with the monthly bill.

17. The Executive Engineer, AIIMS, Rishikesh shall verify the agreed amount on production of monthly bill. No other charges of any kind shall be payable.

18. 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.

19. The Income-tax as applicable shall be deducted from the bill unless exempted by the Income-tax Department.

20. The Repairing, Cleaning and Panting personnel deployed by the Agency shall have at least the minimum elementary knowledge of reading and writing so as to be able to make entries in the registers kept at the Repairing, Cleaning and Panting desk/booth whenever required and also to write their names in the Attendance Register and mark their arrival and departure by signing in the register.

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

22. The Agency shall be solely liable for all payment/dues of the Workers employed and deployed by it. The Agency shall fully indemnify AIIMS, Rishikesh against all the payments,

**Sign of Bidder**

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 premises / facility.

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

24. Any dispute or difference arising out of this contract or in connection therewith which cannot be amicably settled between the parties shall be finally settle under the rules of council of arbitration of India by one or more arbitrators appointed in accordance with the said rules. The arbitration shall take place at New Delhi the resulting award shall be final and binding on the parties and shall be lieu of any other remedy.

25. 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.

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

27. 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.

28. Contractor is supposed to quote rates as per latest statuatoy provision related to taxes. Nothing will be reimbursing for the provision which extra before date of tender.

## **II. TERMS AND CONDITIONS SPECIFIC TO THE CONTRACT**

### **1. General:**

(i) The work will be executed in conformity with the specifications and conditions as laid down in this contract. The work will be inspected by AIIMS, Rishikesh authority and his decision with regard to the acceptability of the work done on each day shall be final and binding.

(ii) Diaries for daily noting the acknowledgement of Repairing/painting/cleaning work by the occupants/ in charges of the areas will have to be supplied by the contractor and got filled up by his personnel for verification of the work done.

(iii) A very high standard of services will have to be provided which is desired by this reputed institute.

### **2. Deployment and Replacement of Personnel**

**Sign of Bidder**

- (i) The contractor shall have to deploy sufficient number of personnel of various categories to ensure complaint free service.
- (ii) If any of the personnel deployed by the contractor is found unacceptable by AIIMS authorities, the contractor shall have to withdraw him/ her within 24 hours from the time of intimation.
- (iii) In case of emergency services will be required on holidays.
- (iv) The contractor shall not change the personnel engaged at random. Any change/ reshuffling of the personnel will be brought to the notice of Executive Engineer, AIIMS, Rishikesh.
- (v) Cleanliness and hygiene of the personnel employed should be very high. Sick persons will not be taken on duty. The personnel employed by the contractor shall not be suffering from infections/ contagious disease.
- (vi) AIIMS, Rishikesh would not undertake any liability on account of leave, wages, or any other obligation or act under any state or Central Government. The contractor will abide by the provisions of Labour Laws and Minimum Wages Act and will be responsible for any dispute in this regard.
- (vii) The personnel will be employees of the Contractor for all legal and practical purposes.
- (viii) The service provider should have their own equipment and tools.

#### **4. Uniforms**

The personnel will put on proper and distinctive uniform with the logo of the contractor. All the personnel should spot their nameplate prominently on their uniform. The uniform will be supplied by the contractor at his own cost and contractor shall ensure that the personnel on duty at all times are in neat and clean uniform.

#### **5. Conduct:**

- (i) The personnel employed by the contractor should be courteous and polite in behaviour towards all the trainee officers and the AIIMS, Rishikesh establishment. The personnel will be bound to observe all instructions issued by Committee concerning general discipline and behaviour.
- (iii) The penalty clause will apply if the personnel engaged are found/ reported to be demanding tips in cash/ kind. This may also lead to cancellation of contract.
- (iv) The contractor will ensure that the personnel employed are not loitering in the corridors chewing pan or smoking. The personnel shall not indulge in playing cards, consuming liquor or narcotics or indulging in gossip with any outsider while on duty within the premises of AIIMS, Rishikesh.
- (v) The personnel should leave the campus immediately after completion of their job on the campus.



(vi) If any employee's work is not satisfactory, the matter will be reported to the contractor and the contractor shall not deploy such personnel in AIIMS, Rishikesh.

(vii) The personnel will abstain from taking part in any staff union and association activities.

#### **6. Theft:**

The contractor shall be responsible for any theft of the items from the rooms or any other area being cleaned. The details of the stolen materials/ stores, will be given to the contractor in writing by the designated authority and the full cost of the material reported stolen will be recovered from the contractor within 4 weeks from the date of theft. The decision of committee authorities on this will be final and binding on the contractor.

#### **7. Penalty:**

The contractor shall not be paid an amount equal to one day's payment for each day or part thereof, for unsatisfactory work in addition to a penalty of Rs. 200/- per occasion per area as per decision of the committee authority in charge of that area.

#### **8. Complaint Register:**

A complaint register will be kept at the reception for registering complaints of the residents/employees of this Institute with regard to any aspect of the service provided by the contractor.

#### **9. Schedule of Submission of Bills:**

The contractor shall prefer bills for the actual work done, every month and the bills will be paid within 2 weeks thereafter, by the online PFMS/NEFT basis. However, any deterioration in service will not be tolerated on the plea of delay in receipt of payment.

#### **10. Payments:**

(i) Payment of bills corresponding to a month will be released only on production of copies of Challans as proof of payment of employer's contribution of EPF and ESI dues of employees of the contractor, employed under this contract, to the appropriate authorities, for the previous month. *The service provider (contractor) has to issue ESI cards to all deployed personnel, without issuing such cards, reimbursement of ESI payment may not be released. The service provider will also have to issue UAN number of EPF within two months to each and every deployed staff,*

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*otherwise, reimbursement of EPF payment may not be released/or as per requirement of statutory provision or as per decision of engineer in charge.*

(ii) If for any reason work is done for only a part of the month, payment will be made on pro – rata basis for the number of days' work has been performed assuming 30 days in a month. This is without prejudice to the penalty to be imposed for contractual defaults.

(iii) The Contractor will be required to pay minimum wages as prescribed under the Minimum Wages Act. The contractor will maintain proper record as required under the Law/ Acts

(iv) In case of any delay in payment to the job executor and arbitrary deductions from their emoluments, the penalty, as under may be imposed upon the service provider:

1<sup>st</sup> instance – 25% of service charge

2<sup>nd</sup> instance – 50% of service charge

3<sup>rd</sup> instance and onwards – Termination of contract on immediate notice. Nonpayment with penalty entails forfeit of security.

#### **11. Deductions:**

(i) In case the contractor fails to execute/ perform the assigned works or a part thereof, AIIMS authorities shall be authorized to make suitable deductions as deemed fit by Director/S.E from the bills of the contractor and damages will be charged to the extent of loss.

(ii) In case of any unsatisfactory service deduction upto 10% of the amount due during the month will be imposed on the Contractor.

(iii) In case of late attendance/ absence during working hours/ loitering during working hours by any personnel, the Competent Authority reserves the right of reduction of any amount from the bills payable.

#### **12. Information required before deploying personnel:**

The Contractor must provide the following information/ documents before employing/ changing personnel for execution of the work in AIIMS, Rishikesh:

(a) Name, address, age & photograph of the personnel to be deployed.

(b) A certificate to the effect that the contractor shall be fully responsible for the conduct & behaviour of the personnel.

(c) Contractor should provide the name & address & telephone No. of Liaison person who will maintain liaison with AIIMS Authorities for day to day matters.

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### **13. Provision for termination/ Extension**

The contract will remain valid for one year or the period specified in the letter communicating the acceptance, whichever is earlier, unless terminated earlier by the Authority of AIIMS, Rishikesh. The period of contract can be extended for a further period of one year at the discretion of the AIIMS, Rishikesh. After expiry of the above period the contract will automatically come to an end and no separate notice will be given.

**Tender for Repairing, Cleaning and Painting Services****(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 Twelve between **Director, AIIMS, acting through Executive Engineer, AIIMS, Rishikesh, having its office at AIIMS, Rishikesh-2492013** hereinafter called '**Client**' which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors, legal representatives and assigns) of the **First Part**.

**Second Part**

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

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

WHEREAS the '**Client**' is desirous to engage the '**Agency**' for providing Repairing, Cleaning and Panting 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 Sweeping & Cleaning personnel deployed 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 impose the following penalty after due opportunity of hearing. At first instance of non-compliances, 2% deduction of monthly payment penalty will be impose. For subsequent incident it will be 5% deduction of monthly payment. If it is found that agency is continuously violating the terms & condition of the contract for more than 03 times, the said contract may be Terminated by forfeiting the security Deposit.

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- 6. Security Deposit of an amount of 5(five) percent of tendered amount (refundable without interest after two months of termination of contract) in the form of FD/CD/TD shall be furnished by the ‘Agency’ at the time of signing of the Agreement.
- 7 The ‘Agency’ shall be fully responsible for timely monthly payment of wages and any other dues to the personnel deployed in AIIMS, RISHIKESH site. and also responsible for fulfillment of all statutory obligations.
- 8 The Repairing, Cleaning and Panting personnel provided by the ‘Agency’ will not claim to become the employees of AIIMS, RISHIKESH and there will be no Employee and Employer relationship between the personnel engaged by the ‘Agency’ for deployment in AIIMS, RISHIKESH site.
- 9 There would be no increase in rates payable to the ‘Agency’ during the contract period except reimbursement of the statutory wages revised by the Central Govt.
- 10 The ‘Agency’ also agrees to comply with minimum Terms and Conditions of tender documents 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/Dehradun.

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

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

<p>For and on behalf of the ‘Agency’</p> <p>Signature of the authorized Official</p> <p>Name of the Official</p> <p>Stamp / Seal of the ‘Agency’</p>	<p>[</p>	<p>For and on behalf of the ‘AIIMS, Rishikesh</p> <p>Signature of the authorized Official</p> <p>Name of the Official</p>
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SIGNED, SEALED AND DELIVERED

**Sign of Bidder**

By the said \_\_\_\_\_  
 \_\_\_\_\_(Name)  
 \_\_\_\_\_on  
 behalf of the 'Agency' in presence of  
 Witness \_\_\_\_\_  
 Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 \_\_\_\_\_

By the said \_\_\_\_\_(Name)  
 \_\_\_\_\_  
 on behalf of the 'AIIMS, Rishikesh' in  
 presence of  
 Witness \_\_\_\_\_  
 Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 \_\_\_\_\_

**Performa for Notarized stamp paper on 100 rupee**

To,  
 The Executive Engineer  
 AIIMS ,  
 Rishikesh

Sir,

- I, .....the proprietor of the firm .....  
 Hereby declare that the compliance of minimum wages act of government will be followed by me and all types of the statutory obligation will be borne and timely paid by us. In no circumstance will AIIMS Rishikesh be responsible for any infringement of the prevailing rules/regulation.
- I also declare that our agency/firm had never been convicted and no case is pending with police/court against the proprietor of the firm or agency /company. I also confirm that the said firm/agency has never been black –listed by any organization.

**Signature**

Name of proprietor.....  
 Name & Seal of the agencies.....

