

## **DISCLAIMER**

This tender is not an offer by the All India Institute of Medical Sciences, Raipur, but an invitation to receive offer from bidders/firm/agency etc. No contractual obligation whatsoever shall arise from this tender process unless and until a formal contract is signed and executed by duly authorised officers of AIIMS, Raipur with the selected bidder/firm/agency.



आरोग्यम् सुखं सम्पदा

**All India Institute of Medical Sciences, Raipur**

G.E. Road, Tatibandh, Raipur- 492099, Chhattisgarh

Tele: 0771- 2971307, email: [store@aiimsraipur.edu.in](mailto:store@aiimsraipur.edu.in)

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

**Notice Inviting Tender**  
**For Engagement of Agency for Providing**  
**Hospital Attendants on Job Outsourcing Basis**  
**At**  
**All India Institute of Medical Sciences, Raipur**

**CRITICAL DATE SHEET**

Published Date	05/05/2017 Time 3.00PM
Bid Document Download / Sale Start Date	05/05/2017 Time 3.05PM
Clarification Start Date	06/05/2017 Time 10.00AM
Clarification End Date	15/05/2017 Time 3.00PM
Pre bid meeting	15/05/2017 Time 3.30PM
Bid Submission Start Date	06/05/2017 Time 10.00AM
Bid Submission End Date	07/06/2017 Time 6.00PM
Bid Opening Date	09/06/2017 Time 3.30PM
Tender document cost	₹ 5,725/- (VAT inclusive)
EMD cost	₹ 4,36,300/-



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1. Online bids are invited on single stage two bid systems for “Engagement of agency for Providing Hospital Attendants on Job Outsourcing Basis at AIIMS, Raipur”. Manual bids shall not be accepted.



2. Tender document may be downloaded from AIIMS web site [www.aiimsraipur.edu.in](http://www.aiimsraipur.edu.in) (for reference only) and CPPP site <https://eprocure.gov.in/eprocure/app> as per the schedule as given in CRITICAL DATE SHEET.
3. Bid shall be submitted online at CPPP website: <https://eprocure.gov.in/eprocure/app>.
4. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
5. Tenderer who has downloaded the tender from the AIIMS web site [www.aiimsraipur.edu.in](http://www.aiimsraipur.edu.in) and Central Public Procurement Portal (CPPP) e-Procurement website <https://eprocure.gov.in/eprocure/app> shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tempered/modified in any manner, tender shall be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with AIIMS Raipur.

The Technical bid should include as per Annexure –A

**General Terms and Conditions:-**

1. **Manual bid shall not be accepted in any circumstance.**
2. The complete bidding process in online bidding, Bidder should be possession of valid digital Signature Certificate (DSC) for online submission of bids. Prior to bidding DSC need to be registered on the website mentioned above.
3. **Tenderers are advised to follow the instructions provided in the 'Instructions to the Tenderer for the e-submission of the bids online through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app>.**
4. **Quotations/Bid should be valid for 180 days** from the tender due date i.e. tender opening date.
5. The Bidder shall have at least 3 years experience of providing manpower services to Central/State Govt. Agencies including PSU/Autonomous Organizations and reputed Private Companies and also having executed minimum value of **₹ 73.00 lakhs** of contract of providing manpower in any year out of last three years (i.e. 2014, 2015 & 2016).
6. The average annual turnover of the bidder in the last three financial years ending 31/3/2016 should be not less than **₹ 2.20 Crore**. The bidder should submit a certificate issued by Chartered Accountant verifying the annual turnover.
7. The tender document must be accompanied by copy of PAN, Certificate of firm/company registration, TIN/VAT registration (Sales tax).
8. The no. of posts shown is approximate and may vary as per demand of the Institute at the time of placement of order.
9. The bidder must be able to provide the service within specified time period as prescribed in the Work Order, failing which the EMD will be forfeited. Furthermore on completion of the stipulated time period, Work Order will be cancelled and award will be given to another qualified bidder with the negotiated terms & conditions as per Institutes norms.
10. The place of arbitration and the language to be used in arbitral proceedings shall be decided by the arbitrator.
11. All disputes shall be subject to Raipur Jurisdiction only.

12. **AIIMS Raipur reserves the rights to accept/reject any bid in full or in part or accept any bid other than the lowest bid without assigning any reason thereof. Any bid containing incorrect and incomplete information shall be liable for rejection.**
13. The Tender/Bid will be opened online at website <https://eprocure.gov.in/eprocure/app> on Administrative office at AIIMS Raipur Premises at the time of bid opening.
- Only those financial bids will be opened whose technical bids are found suitable by the expert committee appointed for the concerned services
  - 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.
14. 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.
15. **Award of Contract**
- The Institute will award the contract to the bidder whose quotation has been determined to be substantially responsive and who has bided the lowest evaluated quotation price.
- Notwithstanding the above, the Institute reserves the right to accept or reject any quotations and to cancel the bidding process and reject all quotations at any time prior to the award of contract.
  - 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.
16. The competent authority reserves all rights to reject the service if the same are not found in accordance with the required description / quality.
17. **Earnest Money:**
- Earnest money (**i.e. ₹ 4,36,300/-**) by means of a Bank Demand Draft/ FD, a scanned copy to be enclosed. It is also clarified that the bids submitted without earnest money will be summarily rejected. The DD/FD may be prepared in the name of "All India Institute of Medical Sciences, Raipur (AIIMS RAIPUR)" at officer of the Administrative Officer Gate no. 5, Medical College Building, 2<sup>nd</sup> Floor, AIIMS, Raipur before opening of tender.
- No request for transfer of any pervious deposit of earnest money or security deposit or payment of any pending bill held by the AIIMS Raipur in respect of any previous supply will be entertained. Tenderer shall not be permitted to withdraw his bid or modify the terms and conditions thereof. In case the tenderer fail to observe and comply with stipulations made herein or backs out after quoting the rates, the aforesaid amount of earnest money will be forfeited
  - Tenders without Earnest Money or Tender cost will be summarily rejected.
  - No claim shall lie against the AIIMS Raipur in respect of erosion in the value or interest on the amount of EMD.
  - If MSME firm is registered for above tendered item, then the firm will be exempted for submission of EMD amount. Firm must upload scanned copy of following documents in support of exemption.
    - Small Industries Corporation (NSIC)
  - The earnest money will be returned/refund to the unsuccessful tenderers after the tender is decided.
  - EMD should remain valid for a period of 180 days beyond the final bid validity period. When the tenderer agrees to extend the validity of bid, he shall also extend the validity of EMD suitably.
18. **Tender Cost:-**

Tender cost (i.e. ₹ 5,725/-) by means of a Bank Demand Draft, a scanned copy to be enclosed. It is also clarified that the bids submitted without tender cost will be summarily rejected. The DD should be prepared in the name of "All India Institute of Medical Sciences, Raipur (AIIMS RAIPUR)" at officer of the Administrative Officer Gate no. 5, Medical College Building, 2<sup>nd</sup> Floor, AIIMS, Raipur before opening of tender.

**In case of exemption from depositing of tender cost:**

- i) Tenders are Free of Cost to MSME'S Registered firm with following mentioned agencies for the tendered items.

1. National Small Industries Corporation.

19. In case the service provider requires any elucidation regarding the tender documents, they are requested to contact to the Administrative Officer, AIIMS Raipur through **e-mail: [store@aiimsraipur.edu.in](mailto:store@aiimsraipur.edu.in) or [admin@aiimsraipur.edu.in](mailto:admin@aiimsraipur.edu.in)** on or before end date of clarification as per critical date sheet.
20. The EMD of the successful bidder will be returned to them without any interest after the submission of Security deposit/PSD.

**Sr. Administrative Officer,**  
For and on behalf of **Director, AIIMS Raipur.**

## **Other Terms & Conditions:**

### **1. Pre-Bid Meeting:-**

The pre-bid Tender meeting will be held **on 30-01-2017 at 03.00 PM in the Committee Hall, 1<sup>st</sup> Floor, Medical College Building, AIIMS, Raipur** regarding clarifying any points regarding these tender documents by the prospective bidders. The agency(s) may get clarified any confusion regarding any terms and condition of the contract during pre-bid meeting and thereafter any claim of doubt/confusion or any things relating to this contract will not be entertained and it will be deemed that the agency has understood every things about this tender. The date of the opening of the technical bid will posted on the official website and the bidders should attend the same. Thereafter, the technical bids will be evaluated and names of the bidders who are technically qualified will also be posted on the official website. A meeting will be held to verify the documents as submitted in support of qualifying criteria in respect of only technically qualified bidders and they have to produce original documents for verification. Those who will fail to produce any desired document in original on the appointed date and time, their bid will be rejected without giving them any further opportunity.

### **2. Performance Guarantee Bond:-**

- a. The successful bidder shall have to submit a performance guarantee (PG) within 30 days from the date of issue of Letter of Award (LOA). Extension of time for submission of PG beyond 30 days band upto 60 days from the date of issue of LOA may be given by the competent authority to sign the contract agreement however a penal interest of 15% per annum shall be charged for the delay beyond 30 days. i.e. 31<sup>st</sup> day after the date of issue of LOA. In case of the contract fails to submit the requisite PG even after 60 days from the date of issue of LOA the contract shall be terminated duly forfeiting the EMD and other dues if any payable against the contract. The failed contractor shall be debarred from participating in re-tender (if any) for that item. Performance Guarantee Bond is mandatory.
- b. Successful bidder/firm should submit performance guarantee as prescribed in favour of "AIIMS, Raipur" and to be received in the Administrative Office, 2<sup>nd</sup> Floor, Medical College Building, Tatibandh, Raipur (C.G) Pin-492099 before the date of commencement of services or 30 days from the date of acceptance of the purchase order, whichever is earlier. The performance guarantee bond to be furnished in the form of Bank Guarantee as per given Proforma of the tender documents, for an amount covering 10% of the contract value.
- c. The Performance Guarantee should be established in favour of "AIIMS Raipur" through any Schedule Bank with a clause to enforce the same on their local branch at Raipur.
- d. Validity of the performance guarantee bond shall be for a period of 60 days beyond of entire contract period from the date of issue of work order.

### **Forfeiture of Performance Security Deposit**

If during the term of this contract, the contractor is in default of the due and faithful performance of its obligations under this contract, or any other outstanding dues by the ways of fines, penalties and recovery of any other amounts due to it, the AIIMS RAIPUR shall without prejudice to its other rights and remedies hereunder or at the applicable Law, be entitled to call in, retain and appropriate the Performance Security. Nothing herein mentioned shall debar the AIIMS RAIPUR from recovering from contractor by a suit or any other means any such losses, damages, costs, charges and expenses as aforesaid, in case the same shall exceed the amount of the Performance Security.

### **3. Contract Period:-**

The duration of the contract shall be **for a period of One (01) years which may be extended another one year or curtailed at the discretion of the Competent Authority of AIIMS, Raipur.**

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, Raipur.

However, AIIMS Raipur reserves right to terminate this contract without assigning any reason thereof at any time after giving one month notice to the selected service providing Company/ Firm / Agency. However, the agency will have no option to withdraw from the contract on his own during the initial contract period of one year.

**4. Right of Acceptance:-**

AIIMS, Raipur reserves the right to accept or reject any or all tenders/quotations without assigning any reason there of and also does not bind itself to accept the lowest quotation or any tender. AIIMS, Raipur also reserves the rights to accept all the equipment/instruments in the given tender or only part of it in any given schedule without assigning any reason.

**AIIMS, Raipur will be at the discretion to decide to whom the contract will be awarded as per the terms and conditions of this tender. Competent authority reserves the right to award the tender in the ratio of 70:30 to L1 and L2 at the rate of L1, if L2 gives its consent for the same. Such decision by the authority shall be final.**

**5. Validity of the bids:-**

The bids shall be valid for a period of **180 days** from the date of opening of the tender and no request for any variation in quoted rates and / withdrawal of tender on any ground by successful bidder(s) shall be entertained.. This has to be so specified by the tenderer in the commercial bid which may be extended, if required.

**6. Communication of Acceptance:-**

AIIMS, Raipur reserves the right to accept or reject any or all bids without assigning any reasons. AIIMS, Raipur 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.

**7. Breach of Terms and Conditions:-**

In case of breach of any terms and conditions as mentioned above, the Competent Authority, will have the right to cancel the contract without assigning any reasons thereof and nothing will be payable by AIIMs, Raipur. In that event the security deposit shall also stand forfeited.

**8. Evaluation Criteria of the Successful bidder: -**

**(i) Evaluation Criteria for Technical Bid**

Post qualification shall be done in the present bid. The tenders can be purchased by any individual/firm/company. However, only those bidders who meet the eligibility/ experience criterion shall be considered for evaluation of technical bid. The eligibility/experience criteria shall be as below. Tenderer shall submit documentary proof (In Technical Bid Envelope) of eligibility criteria, failing which the tender will be summarily rejected. Bids who do not qualify as per requirement of eligibility norms shall be considered non-responsive and shall be rejected without any further evaluation.

- a) The Bidder may be a proprietorship firm, Partnership firm, Limited Company, Corporate body legally constituted, who possess the required licenses, registrations etc. as per the appropriate law as applicable valid at least for 12 months from the date of the opening of tender.

- b) The Bidder shall have at least 3 years' experience of providing manpower services to Central/State Govt. Agencies including PSU/Autonomous Organizations and reputed Private Companies and also having executed minimum value of **₹ 73.00 lakhs** of contract of providing manpower in any year out of last three years (i.e. 2014, 2015 & 2016).
- c) The average annual turnover of the bidder in the last three financial years ending 31/3/2016 should be not less than **₹ 2.20 Crore**. The bidder should submit a certificate issued by Chartered Accountant verifying the annual turnover.
- d) Should produce a Solvency Certificate from a reputed bank. The Banker should be any of the Scheduled Bank as per RBI Act.
- e) Should possess valid ISO Certificate of Manpower services.
- f) Should not have been blacklisted by any Central/State/Govt agency and submit an undertaking on firm's letter head in this respect.
- g) The bidder shall submit certificate **on letter head that the agency is/ has not been blacklisted** by the Central Govt. / State Govt. / any PSU / Autonomous Body (to be submitted in technical bid).
- h) There should be no case pending with the **police against the Proprietor / Firm/ Partner or the Company (Agency) and he has to submit certificate** made on letter head.
- i) The bidder should have their registered office / branch in Raipur and one supervisor deployed for supervision of employees. If not, same should be providing within 30 days from the award of work.
- j) The bidder shall have the following Registrations and also latest proof Challans (to be attached) of the same be provided in the Technical Bid:
  - (i) EPF Registration
  - (ii) ESI Registration:
- k) Valid License issued by Regional Labour Commissioner, Govt. of Chhattisgarh or should give an undertaking that the bidder would obtain it within 30 days of the award of the work.

***If the bidder fails to obtain the valid license within the stipulated period, for whatsoever reason, the award of work shall automatically stand terminated and his Security Deposit/EMD will be forfeited.***

- l) Tenderer should submit Certified Copy of Income Tax (last Three years), PAN Card No. of the Party/ Agency/ Organization to be enclosed. Also latest copy of Income tax return to be submitted.
- m) Tenderer should submit Certified Copy of Service Tax Registration which should be in the Name of the Tenderer (Latest paid Challans to be submitted), if applicable.
- n) Undertaking from Tenderer on the letter head regarding Any complaints towards non-payment of wages, other liabilities & statutory obligations will be received by Administration, AIIMS Raipur, the due amount will be paid by AIIMS Raipur & same will be deducted on monthly bills/Performance Security & also lead to strict administrative action against the contractor as per extent Rule of Govt. of India.
- o) All the pages of the tender should be signed by the owner of the firm or his legal 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 with signature on each page must be submitted with the technical bid as token of acceptance of terms & conditions.
- p) Any other documents as per tender documents & Technical Bid.



PAN, IT Return, Provident Fund Registration No., Service Tax Registration No., etc. must be attached. In the absence of the said documents, bidder/tenderer may not be awarded the work tendered for in the light of Central Govt. directives/instructions.

**(ii) Evaluation Criteria for Financial Bid of technically qualified firm:-**

After evaluation of eligibility criteria, the work shall be awarded normally to the Agency fulfilling all the eligibility conditions and who has quoted the lowest rate of service charge (inclusive for all categories) after complying with the all the Acts/ provisions stated/referred to for adherence in the tender. **The service charge to be quoted should be more than 2.06% (TDS-IT @ 2%, Primary education cess @ 0.02% & Higher education cess@ 0.01%) of the consolidated wage and maximum two digits after decimal points is to be taken for evaluation.** The Bidder has to comply all the provisions of the labour laws and all other applicable rules/regulation/laws. **The contract will be awarded to the bidder who has quoted the lowest service charge in compliance of all tender conditions.**

**It is found that the two or more bidder have quoted the same rate of service charge, then the L1 bidder will be decided any or more of the following method:-**

- a. On the basis of higher financial strength as per Annual turnover of firm/bidder than the minimum prescribed in tender.
- b. On the basis of higher exp. (in value) in providing manpower services to Central/State Govt. organization than the minimum prescribed in tender.

**9. Clarification of Offers:-**

To assist in the analysis, evaluation and computation of the Bids, the Competent Authority, may ask Bidders individually for clarification of their Bids. The request for clarification and the response shall be in writing but no change in the price or substance of the Bid offered shall be permitted.

**10. Right to call upon information regarding status of contract:-**

The AIIMS, Raipur will have the right to call upon information regarding status of contract at any point of time.

**11. Terms of payment:-**

Monthly bills are submitted on triplicate copies and shall attached EPF & ESI deposit slip and challan & monthly wages Bank statement. Printout of the banking transaction is to be submitted to the AIIMS along with the monthly wage bill for payment. Any other related documents will have to be submitted before the competent Authority of AIIMS, Raipur. It may be noted that under the provision of the Indian Income Tax Act, the AIIMS RAIPUR is required to deduct Tax with surcharge at source at prevailing rates from the gross amount of each bill submitted.

Service Tax will not be paid by the AIIMS, Raipur as the same is not admissible under the rules. Service tax may be applicable as per Govt. of India notification. At present AIIMS, Raipur exempted from service tax.

**12. Laws / Acts :-**

The Agency shall be solely responsible for compliance of the provisions of various Labour and industrial laws, relating to wages, allowances, compensations, EPF, Bonus. Gratuity, ESI etc. relating to personnel deployed by it at AIIMS, Raipur 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 **07<sup>th</sup> of every month** without fail and irrespective of any delay in settlement of its bill by the Administrative Department, at AIIMS, Raipur for whatever reason and without deducting any commission except PF & ESI from the wages paid by the AIIMS, Raipur. **The agency is required to pay the monthly wages to its workers as engaged through**

**online/net banking only directly to the saving bank accounts of all the workers and a certified.**

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 Minimum Wages Act 1948
- (b) The Employees Provident Fund & Misc. Provision Act, 1952
- (c) The Contract Labour (Regulation & Abolition) 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 Child Labour (Prohibition and Regulation) Act, 1986

**13. Educational Qualification & Age Limit for Hospital Attendants: -**

- c. Matriculation from a recognized School / Board.
- d. Certificate course in Hospital Services conducted by a recognized organization (such as St. Johns Ambulance).
- e. Age: 18 year and not exceeding 50 year.

**14. Award of Contract**

AIIMS Raipur will award the contract to the bidder whose quotation has been determined to be substantially responsive and who has bided the lowest evaluated quotation price.

- i. Notwithstanding the above, AIIMS Raipur reserves the right to accept or reject any quotations and to cancel the bidding process and reject all quotations at any time prior to the award of contract.
- ii. The bidder whose bid is accepted will be notified of the award of contract by the AIIMS Raipur prior to expiration of the bid validity period. The terms of the accepted bid shall be incorporated in the work order.

**15. Arbitration:-**

If any difference arises concerning this agreement, its interpretation on payment to the made there under, the same shall be settled out by mutual consultation and negotiation. If attempts for conciliation do not yield any result with in a period of 30 days, either of the parties may make a request to Director, AIIMS Raipur to settle the dispute by Sole Arbitrator. Sole Arbitrator will be appointed by the Director, AIIMS Raipur .In case of such arbitrator refusing, unwilling or becoming incapable to act or his mandate having been terminated under law, another arbitrator shall be appointed in the same manner from among the panel of three persons to be submitted by the claimant. The provision of Arbitration and Conciliation Act, 1990 and the rule framed there under and in force shall be applicable to such proceedings.

**16. Legal Jurisdiction:-**

The agreement shall be deemed to have been concluded in Raipur, Chhattisgarh and all obligations here unders hall be deemed to be located at Raipur, Chhattisgarh and Court within Raipur, Chhattisgarh will have Jurisdiction to the exclusion of other courts.

**17. Scope of Work:-**

- a. The agency has to deploy 106 Hospital Attendants through outsource basis. However, the number of employee to be deployed may be increased or decreased as per discretion of AIIMS, Raipur.
- b. The agency has to pay all statutory dues/charges in respect of the workers as engaged by him under the scope of this contract which shall be included in the consolidate wage and the Institute will not reimburse any such dues separately. The agency will not recover any charges

more than any statutory charges as deposited by him from the wage bill of its worker. Therefore, the agency has to adhere to all statutory liability and this aspect should be taken care of while quoting the service charge.

- c. The number and arrangement of deployment of the manpower is without prejudice to the right of Authority of AIIMS, Raipur to deploy the personnel as specified under this tender in any other mode(s) or manner considered to be more suitable in the interest of the AIIMS, Raipur. The decision of the AIIMS, Raipur in this regard will be final.
- d. The manpower those who are posted to work in the different areas of AIIMS will have to follow the schedule as per the requirement of the operational area. They may also be posted to work in shift as per the Institute's requirements. No extra payment will be made on this account.
- e. There shall be no master and servant relationship between AIIMS, Raipur and the persons deployed through the Agency. The agency will be the sole employer of these manpower. The persons so deployed by the service providing Agency shall not claim nor shall be entitled to pay, perks and other facilities as admissible to ad-hoc, regular/ confirmed employees of this Institute during the currency or after expiry of the contract. It will not bestow any liability implicitly or explicitly upon AIIMS, Raipur in connection with any loss or damage caused to the workers as engaged by the agency.
- f. 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.
- g. 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.
- h. The Agency shall ensure fulfilment of qualifications (academic/professional), skills, experience, age limit and other engagement conditions as mentioned in this tender document in respect of his workers to be engaged at AIIMS, Raipur under the scope of this contract. The essential qualification/experience are indicative in nature. However, at the time of engagement these aspects shall be decided as per AIIMS, rule or AIIMS, Raipur 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, Raipur the amount of the compensation as decided by the AIIMS, Raipur will be final and agency will accept the same and AIIMS RAIPUR will extend no financial or any other benefit in this regard.
- i. The full particulars of the personnel to be deployed by the Agency including their names, addresses and identity proof shall be furnished to the Sr. Administrative Officer, AIIMS, Raipur along with testimonials before they are actually deployed for the job. **The suitability of the workers to be engaged under this contract is to be examined by the authorized official(s) of the AIIMS, Raipur and agency will only engage those who are cleared by the authorized official(s) as mentioned above. Accordingly, the agency will provide sufficient number of workers to be screened for engagement.** The contractor has to provide required suitable manpower within two days of the intimation received from the authorized official of the AIIMS, failing which the same will be construed as violation of the terms and condition of the contract.
- j. The Agency shall not deploy or shall discontinue deploying the person(s), unless asked for by the Sr. Administrative Officer, at any time without assigning any reason whatsoever. In case the authorized official of AIIMS Raipur intimate to disengage or replace any workers, the agency will comply the same immediately.
- k. The personnel shall work under directives and guidance of the concerned officials/Departments and will be answerable to them. This will, however, not diminish in any way, the Agency's

responsibility under the contract to AIIMS, Raipur. Attendance Register shall be maintained in respective Departments/Offices, copy of which shall be enclosed along with the monthly bill by the Agency. In case the AIIMS Raipur Authority introduces Bio- metric attendance for these workers as engaged by the agency, the workers of the agency have to follow the same. The agency will make available the attendance registers as maintained by him for cross checking by the AIIMS Raipur Authority.

- l. A senior level representative of the Agency shall visit AIIMS, Raipur at least once-a- day/as and when required and comply the requirement. During the visit, Agency's representative will meet the Sr. Administrative Officer, AIIMS, Raipur/officer 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 each deployed personnel will be solely with the agency. The Agency will strictly ensure that any sensitive / confidential nature of information related to the AIIMS, Raipur is not divulged or disclosed to any person by the personnel deployed by it.
- m. The Agency shall ensure that any replacement of the personnel, as required by the Sr. Administrative Officer, AIIMS, Raipur for any reason specified or otherwise, shall be effected promptly without any additional cost to the AIIMS, Raipur. If the agency wishes to replace any of the personnel, the same shall be done with prior concurrence of AIIMS, Raipur at Agency's own cost.
- n. The Agency shall provide reasonably good Photo Identity Cards to its personnel deployed at AIIMS, Raipur at its own cost and ensure that these cards are to be constantly displayed, maintained in good condition.
- o. The Agency shall provide reasonably good uniform to its personnel deployed at AIIMS, Raipur at its own cost.
- p. 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, Raipur/ MoH&FW / Govt. of India / any State or any Union Territory
- q. The day-to-day functioning of the services shall be carried out in consultation with concerned departments of AIIMS, Raipur. Proposals for efficient functioning shall be discussed, considered and implemented from time to time by the agency with approval of competent authority of AIIMS, Raipur.
- r. As and when AIIMS, Raipur 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 or as to be given by the Administrative Department, AIIMS, Raipur.
- s. The Director, AIIMS, Raipur has the right to depute a team for inspecting and verifying the documents and records maintained by the agency at any time. The books of accounts of the Agency as regards this outsourcing work shall be open for examination by the Institute as and when required.
- t. In case of non-compliance/non-performance of the services according to the terms of the contract, the Competent Authority of AIIMS, Raipur shall be at liberty to make suitable deductions from the bill without *prejudice* to its right under other provisions of the Contract.
- u. 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, Raipur 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, Raipur. Any complaint towards non- payment of wages, other liabilities and statutory obligations will lead to immediate termination of contract with penalty.
- v. The decision of the AIIMS, Raipur in regard to interpretation of the Terms & Conditions and the Agreement shall be final and binding on the Agency.

- w. 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.
- x. The service providing agency shall be solely responsible for the redressal of grievances/ resolution of disputes relating to persons deployed under the scope of this contract. The Institute shall, in no way, be responsible for settlement of such issues whatsoever.

**Sr. Administrative Officer**

For and on behalf of **Director, AIIMS, Raipur.**

**PARTICULARS FOR PERFORMANCE GUARANTEE BOND**

**(To be typed on Non-judicial stamp paper of the value of Indian Rupees of Two Hundred)**

(TO BE ESTABLISHED THROUGH ANY OF THE SCHEDULED BANK/ NATIONALIZED BANK(WHETHER SITUATED AT RAIPUR OR OUTSTATION) WITH A CLAUSE TO ENFORCE THE SAME ON THEIR LOCAL BRANCH AT RAIPUR. BONDS ISSUED BY CO- OPERATIVE BANKS ARE NOT ACCEPTED)

To,

**The Director  
All India Institute of Medical Sciences (AIIMS),  
Tatibandh, GE Road, Raipur-492 099 (C.G.)**

**LETTER OF GUARANTEE**

WHERE AS All India Institute of Medical Sciences (AIIMS) Raipur (Buyer) have invited Tenders vide Tender No.....Dt.....for providing of.....AND WHERE AS the said tender document requires the service provider whose tender is accepted for the providing of manpower. in response there to shall establish an irrevocable Performance Guarantee Bond in favour of "AIIMS Raipur" in the form of Bank Guarantee for Rs.....[10% (ten percent)of the purchase value] which will be valid for entire warranty period from the date of installation &commissioning, the said Performance Guarantee Bond is to be submitted within 30(Thirty) days from the date of Acceptance of the Purchase Order.

NOW THIS BANKHERE BY GUARANTEES that in the event of the said firm failing to abide by any of the conditions referred to tender document/work order/performance of the services. This Bank shall pay to All India Institute of Medical Sciences (AIIMS) Raipur on demand and without protest or demur .....(Rupees.....).

This Bank further agrees that the decision of All India Institute of Medical Sciences (AIIMS) Raipur (Buyer) as to whether the said firm has committed a breach of any of the conditions referred in tender document/ work order shall be final and binding.

We,.....(name of the Bank& branch) here by further agree that the Guarantee herein contained shall not be affected by any change in the constitution of the firm and/or All India Institute of Medical Sciences (AIIMS) Raipur(Buyer).

Not with standing anything contained herein:

- a. Our liability under this Bank Guarantee shall not exceed`..... (Indian Rupees.....only).
- b. This Bank Guarantee shall be valid upto..... (date) and
- c. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if AIIMS Raipur serve upon us a written claim or demand on or before..... (Date)

This Bank further agrees that the claims if any, against this Bank Guarantee shall be enforceable at our branch office at .....situated at.....  
(Address of local branch).

Yours truly,

Signature and seal of the Guarantor

Name of the Bank:.....

Complete Postal Address: .....

**Form-A****PARTICULARS FOR REFUND OF EMD TO SUCCESSFUL/UNSUCCESSFUL BIDDER  
RTGS / National Electronic Fund Transfer (NEFT) Mandate Form**

1.	Name of the Bidder	
2.	Permanent Account No(PAN)	
3.	Particulars of Bank Account	
	a) Name of the Bank	
	b) Name of the Branch	
	c) Branch Code	
	d) Address	
	e) City Name	
	f) Telephone No.	
	i) NEFT/IFSC Code	
	g) RTGS Code	
	h)Type of Account	
	j) Account No.	
4	Email id of the Bidder	
5.	Complete Postal Address of the bidder	

**Form – B**

**Declaration by the Bidder:**

1. I/We have downloaded the tender from the internet site and I/We have not tampered /modified the tender documents in any manner. In case the same is found tampered/ modified, I/We understand that my/our offer shall be summarily rejected and I/We are liable to be banned from doing business with AIIMS Raipur and/or prosecuted as per laws.
2. I/We have read and fully understood all the terms and conditions contained in Tender document regarding terms & conditions of the contract& rules and I/we agree to abide them.
3. The bidder should not have been blacklisted before at any government organisation/institute etc.
4. The bidder should not be prosecuted by any court of law defaulter for any Bank/Financial organization etc.

Place:- .....

Date:- .....

(Signature of Bidder with seal)

Name :

Seal :

Address :



## **TECHNICAL BID**

The following documents are required to upload by the Bidder along with Technical Bid as per the tender document:-

1. Scanned Copy of Tender Cost & EMD Cost must be uploaded.
2. Name & Address of the Tenderer Organization/ Agency with phone number, email and name and telephone/mobile number of contact person (On Letter Head).
3. State clearly whether it is Sole proprietor or Partnership firm or a company or a Government Department or a Public Sector Organization (On Letter Head).
4. Power of Attorney Authorization for signing the Bid documents in case of Partnership firm or a company or a Government Department or a Public Sector Organization & different person other than proprietor.
5. Experience of minimum **₹ 73.00 lakh** in the work of providing Manpower Services. Particulars of experience (Attach certificates, testimonials). This shall cover the details of works of similar nature, approximate magnitude and duration carried out and/or on hand for last 3 Years along with a certificate from the organization where the job was carried out.
6. Details about your agency, clearly indicating details of managerial, supervisory and other staff also indicate the number of muster roll staff available for performing.
7. Is the agency registered with the Government; please give details with document/evidence.
8. Do you have Labour license RLC of Govt. of India. Please provide details and attach a copy.
9. Do you have License RLC of Chhattisgarh, if yes please provide the copy of License. If not, than undertaking (on letter head) for providing the same within 30 days from the award of work
10. Undertaking in letter head of the Agency confirming the availability of the adequate manpower of requisite qualification and experience for deployment in AIIMS Raipur.
11. Are you registered under Employee's Provident Fund (EPF)? If yes, please mention Registration No. And attach proof there to.
12. Are you registered under Employee's State Insurance (ESI)? If yes, please mention Registration No. And attach proof there to.
13. Are you registered under service Tax Act? If yes, please mention Service Tax Registration No. And attach proof there to.
14. PAN No. (Please attach copy)
15. License No. (Please attach attested copy of Licence issued by Regional Labour Commission, GOI).
16. Please attach copies of return of Income Tax for last three financial years (2013-2014, 2014-2015, 2015- 2016).
17. Please attach Annual Accounts (Balance sheet & P/L Accountant) of the agency, duly certified by Chartered Accountant for last three Financial years. (2013-2014, 2014-2015, 2015- 2016). Average Annual Turnover of bidder in the last three year must not be less than **₹ 2.20 Cr.**
18. Please submit on company/firm letter head that:-
  - (i) No case is pending the police against the Proprietor/partner or the Company (Agency). Indicate any convictions if any against the Company/firm/partner.
  - (ii) proprietor/firm has never blacklisted by any organization.
19. Duly filled Form-A & Form-B.
20. Bank Solvency Certificate.
21. Valid ISO 9001 certificates of Manpower services.
22. Undertaking from Tenderer on the letter head regarding complaints as per point 8 (i)(n) of Other Terms & Condition.
23. The bidder should have their registered office / branch in Raipur. If not, than undertaking (on letter head) for providing the same within 30 days from the award of work.

## **PRICE BID**

Price bid in the form of BOQ\_XXXX. xls

**Instructions for Online Bid Submission:**

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

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

**REGISTRATION**

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

**SEARCHING FOR TENDER DOCUMENTS**

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

**PREPARATION OF BIDS**

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the
- 3) Number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 4) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid

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

- 5) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

#### **SUBMISSION OF BIDS**

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

displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

- 11) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

**ASSISTANCE TO BIDDERS**

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

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