



अखिल भारतीय आयुर्विज्ञान संस्थान, रायपुर (छत्तीसगढ़)

All India Institute of Medical Sciences, Raipur (Chhattisgarh)

खंडन

यह निविदा अखिल भारतीय आयुर्विज्ञान संस्थान, रायपुर (छ.ग) के लिये बोलीदाताओं / फर्म / एजेंसी इत्यादि से प्रस्ताव नहीं बल्कि प्रस्ताव प्राप्त करने का आमंत्रण है, संविदात्मक दायित्व तब तक नहीं होगा जब तक कि औपचारिक अनुबंध पर हस्ताक्षर नहीं किया जाता और चयनित बोलीदाताओं/ फर्म/ एजेंसी इत्यादि के साथ एम्स रायपुर के विधिवत अधिकृत अधिकारियों के द्वारा निष्पादित न किया गया हो ।

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.

All India Institute of Medical Sciences, Raipur

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

Tele: 0771- 2971307, 2577279 email: admin@aiimsraipur.edu.in

Website: www.aiimsraipur.edu.in



**अखिल भारतीय आयुर्विज्ञान संस्थान, रायपुर (छ.ग.) में
जॉब आउटसोर्सिंग के आधार पर एजेंसी द्वारा जनशक्ति समूह “क” प्रदान
करने के लिए निविदा आमंत्रित करने की सूचना**

**Notice Inviting Tender for “Engagement of Agency for Providing
Manpower Group “C” on Job Outsourcing Basis”**

At

All India Institute of Medical Sciences, Raipur

CRITICAL DATE SHEET

Published Date	11/01/2019 Time 03.00PM
Bid Document Download / Sale Start Date	11/01/2019 Time 03.05PM
Clarification Start Date	12/01/2019 Time 10.00AM
Clarification End Date	21/01/2019 Time 03.00PM
Pre bid meeting	21/01/2019 Time 03.30PM
Bid Submission Start Date	28/01/2019 Time 10.00AM
Bid Submission End Date	06/02/2019 Time 06.00PM
Bid Opening Date	08/02/2019 Time 03.30PM

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All India Institute of Medical Sciences, Raipur (Chhattisgarh)
Tatibandh, GE Road, Raipur-492 099 (CG)
Website : www.aiimsraipur.edu.in
e-mail: store@aiimsraipur.edu.in

1. Director AIIMS Raipur invites online bids on single stage two bid systems for “Engagement of agency for Providing Manpower Group “C” 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 (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 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** 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 **₹ 3.92 Crore** of contract of providing manpower in any year out of last three years (i.e. 2015, 2016 & 2017).
6. The average annual turnover of the bidder in the last three financial years ending 31/3/2018 of providing manpower service to Central/State Govt. Agencies including PSU/Autonomous Organization and reputed Private Companies should be not less than **₹ 7.84 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, and GST registration.
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.
 - i. Only those financial bids will be opened whose technical bids are found suitable by the expert committee appointed for the concerned services
 - ii. 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.

- i) 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.
 - ii) 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. ₹ 23,50,000/-**) by means of a Bank Demand Draft/ FD/BG, a scanned copy to be enclosed. It is also clarified that the bids submitted without earnest money will be summarily rejected. The DD/FD/BG may be prepared in the name of "All India Institute of Medical Sciences, Raipur (AIIMS RAIPUR)" at office of the Administrative Officer Gate no. 5, Medical College Building, 2nd Floor, AIIMS, Raipur before opening of tender.

- i. No request for transfer of any previous 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
- ii. Tenders without Earnest Money or Tender cost will be summarily rejected.
- iii. No claim shall lie against the AIIMS Raipur in respect of erosion in the value or interest on the amount of EMD.
- iv. 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.
 1. National Small Industries Corporation (NSIC)
- v. The earnest money will be returned/refund to the unsuccessful tenderers after the tender is decided.
- vi. 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:-** Exempted as per GFR -2017.
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 or 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 21-01-2019 at 03.30 PM in the Committee Hall, 1st 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, theirs bid will be rejected without giving them any further opportunity.

2. Performance Security Deposit:-

- a. The successful bidder shall have to submit a performance Security Deposit (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. 31st 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 security as prescribed in favour of "AIIMS, Raipur" and to be received in the Administrative Office, 2nd 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 security deposit to be furnished in the form of DD/FDR/BG & also performance security deposit as per given Proforma of the tender documents, for an amount covering 10% of the contract value.
- c. The Performance Security 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 security 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. No notice period will be given in case of violation of condition 20 (t) of the scope of work.

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.

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 Contract:-

In case of breach of any terms and conditions as mentioned Agreement/Contract, 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. Subletting of contract:-

The firm shall not assign or sublet the contract or any part of it to any other person or party without having first obtained permission in writing of AIIMS, Raipur, which will be at liberty to refuse if thinks fit. The tender is not transferable. One tenderer shall submit only one tender.

9. Evaluation Criteria of the Successful bidder:-

- (i) **Evaluation Criteria for Technical Bid –** Technical bids as per the conditions mentioned at Annexure A will be evaluated as under:-

Sr. No.	Description	Submission	Points	Remarks
1	Turnover (Last three Financial years)	> 15 Cr.	20 Pts.	
		> 10 Cr. to < 15 Cr.	15 Pts.	
		> 7.66 Cr. to < 10 Cr.	10 Pts.	
2	Total Experience in providing Manpower services	> 10 Cr.	20 Pts.	
		> 5 Cr. to < 10 Cr.	15 Pts.	
		> 3.83 Cr. to < 5 Cr.	10 Pts.	
3	Experience in providing manpower services (Central/State Organisation including Autonomous bodies)	> 10 Cr.	20 Pts.	
		> 5 Cr. to < 10 Cr.	15 Pts.	
		> 3.83 Cr. to < 5 Cr.	10 Pts.	
4	Presentation of the work plan in consonance with the tender document and guideline.	Presentation	5 Pts.	

5	Amount deposition in EPF during the last three years.	> 1.50 Cr.	10 Pts.	
		> 1.00 Cr. to < 1.50 Cr.	08 Pts.	
		> 75.00 Lakh to < 1.00 Cr.	06 Pts.	
6	Amount deposition in ESIC during the last three years.	> 40 Lakh	10 Pts.	
		> 30 Lakh to < 40 Lakh	08 Pts.	
		> 20 Lakh to < 30 Lakh	06 Pts.	
8	ISO Certificate	Proof Copy	5 Pts.	
9	Status of firm (Proprietor/Partnership/ Company/Govt. Department)	Govt. Department	10 Pts.	
		Ltd. Company	08 Pts.	
		Private Limited/ Proprietor/Partnership	05 Pts.	

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

The rate quoted shall be responsive and the same should be inclusive of all Statutory obligations such as Minimum wages, ESI, PF contributions, wages for leave reserve as well as salary slip, Maintenance of record, stationery etc., service charges all kind of taxes. The offers of those prospective bidders which do not meet the statutory requirements are liable to be rejected.

L1 will not be decided on service charge of 0% and will be treated non responsive bid as per office Memorandum issued by Ministry of Finance, Government of India. The bidder shall quote percentage upto 2 decimal point. If the bidder quote percentage with more than 2 decimal points. Then upto two decimal point will be taken into consideration without rounding up.

Bid evaluation criteria and selection procedure

A two-stage procedure shall be adopted in evaluation the proposals. The selection will be done using **Quality cum Cost Based Selection (QCBS)** process. 70% weightage would be given to the Technical evaluation and 30% weightage would be given to the financial bid.

Evaluation Criteria for Financial Proposal

The price bids of only those firm/agencies who qualify technically will be opened. The proposal with the lowest cost bid will be given a financial score of 100 and the other proposals will be given financial score that are inversely proportionate to their cost bids.

For e.g. assuming that out of technically qualified bids a firm "A" who has quoted 5% as service charge is lowest one, it will be given a financial score of 100. Other technically qualified firms who have quoted above 5% will be given the financial score as worked out in the following examples.

<u>Firms</u>	<u>Bid Rate</u>	<u>Financial Score</u>
Firm "B" -	6% -	$5/6 \times 100 = 83.33$
Firm "C" -	7% -	$5/7 \times 100 = 71.43$
Firm "D" -	8% -	$5/8 \times 100 = 62.50$

For working out the combined score, the NBA will use the following formula:

Total points = {T(w) x T(s)} + {F(w) x F(s)} where
T (w) stands for weight of the technical proposal

T (s) stands for technical score

F (w) stands for weight of the financial proposal

F (s) stands for financial score as worked out above

For e.g. if a firm score 50 marks in technical bid and 70 marks in financial bid the total points will be worked out as follows:-

$$\{T(w) \times T(s)\} + \{F(w) \times F(s)\}$$

$$(70/100 \times 50) + (30/100 \times 70)$$

$$\text{Total} = 35 + 21 = 56 \text{ Points.}$$

The proposals will be ranked in terms of total points scored. The proposal with the highest total points (H-1) will be considered for award of contract.

GST will be reimbursable as per deposition of proper & genuine evidence attached with monthly bill

10. 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.

11. 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.

12. Terms of payment:-

Monthly bills are submitted on triplicate copies and shall attached attendance sheet, EPF, ESI deposit slip, GST challan, salary sheet & RTGS (monthly wages Bank statement) only deployed personnel of AIIMS Raipur. 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 and other statutory Tax, the AIIMS RAIPUR is required to deduct Tax with surcharge at source at prevailing rates from the gross amount of each bill submitted.

Agency would also provide salary slip in bilingual Hindi & English to each personnel deployed by them at AIIMS every month and the salary slip should display following details:

- Name of the Agency
- Name of the Employee
- Father's Name of the Employee
- Employee Code (issued by Agency)
- ESI No. of the Employee
- EPF No. of the Employee
- Wages details in all respects.

13. 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 **07th of every month** without fail and irrespective of any delay for whatever reason in settlement of its bill by the Administrative Department, at AIIMS, Raipur

and without deducting any commission except that for 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
- (h) The Pradhan Mantri Rojgar Protshan Yojana

14. Educational Qualification for various manpower: - As per Annexure - B

15. Award of Contract

- a) AIIMS Raipur will award the contract to the bidder whose quotation has been determined to be substantially responsive and with the highest marks /rank i.e. total of technical evaluation marks (70% weightage) & financial evaluation marks (30% weightage) shall be deemed as the successful bidder and shall be considered eligible L1 bidder for further process . A bid will be considered as substantially responsive if it conforms to all terms & condition of the bid documents without material deviations.
- b) In case of tie i.e. same score for two or more firms the L1 will be decided on the basis of the highest marks scored by vendor in second, third & fifth rows of criteria of technical bid evaluation.
- c) The following deviations will be deemed material deviations:
 - i. Non-submission of appropriate Bid Security;
 - ii. Bid-validity period less than that stipulated in this tender document;
- d) AIIMS Raipur determination of a bid's responsiveness will be based on the contents of the bid itself without recourse to extrinsic evidence.
- e) A bid determined as substantially non-responsive will be rejected by AIIMS Raipur and shall not be considered beyond tender opening stage by correction of the non-conformity.
- f) AIIMS Raipur may waive any minor infirmity or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.
- g) 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.
- h) 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.

16. 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.

17. 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.

18. The wages will be revised as per norms of State/Central Govt.

19. If wages will be revised (i.e. revised by AIIMS, Raipur or norms of State/Central Govt.), than the service charges will be paid to agency in pre-revised wages only. (Example: Present wages of Lab Attendants is ₹ 20,716.00, if wages will be revised and new wages of Lab Attendants will be ₹ 25,000.00, than service charge will be paid in only pre-revised wages i.e. ₹ 20,716.00.).

20. Scope of Work:-

- a. The agency has to deploy various type of manpower as mentioned in Annexure B 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, 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 authorized official(s) of the AIIMS, Raipur, 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 direction 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 above deployed representative will be solely with the agency. The Agency will strictly ensure that any sensitive / confidential nature of information related to the AIIMS, 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 authorized official(s) of the 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 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.
- p. 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.
- q. 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.
- r. 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.
- s. 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.
- t. 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.
- u. 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.
- v. 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.
- w. 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.
- x. No manpower will be deployed without written order of Administration, AIIMS, Raipur
- y. Any violation of instructions/agreement or suppression of facts will attract cancellation of agreement without any reference.

- z. Bonus will be given to the employees by annually at once on the occasion of national festival. This will be not liability/reimbursement of AIIMS Raipur.
- aa. The Income-tax as applicable shall be deducted from the bill unless exempted by the Income-tax Department.
- bb. AIIMS, Raipur shall pay the agreed amount on production of monthly bill. No other charges of any kind shall be payable.
- cc. The visitors shall be regulated as per the directions of the Administrative Officer, AIIMS, Raipur and procedure and records thereof maintained as stipulated the Administrative Officer. Further, the visitors shall be attended with due courtesy.
- dd. Total admissible leave for each employees is 18 days in a year.
- ee. Bidder shall be issue experience certificate to all employees after completion of contract.

21. Penalty Clause/Liquidated/Punitive Damages:

- a) Agency should disburse the wages to their personnel by 7th of each month. In case payment to the personnel is not released by 07th then penalty of ₹ 10,000/- per day will be imposed on the agency.
- b) In case, agency fails to provide the required number of manpower as per requirement, a penalty of ₹ 500/- per head on particular day shall be imposed on the agency, which will be deducted from the agency's bill.

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), Claim period should be beyond six month from the date of validity i.e. (b) above.

This Bank further agrees that the claims if any, against this Bank Guarantee shall be enforceable at our branch office atsituated 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 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 **₹ 3.92 Cr.** 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 (ESIC)? If yes, please mention Registration No. And attach proof there to.
13. Are you registered under GST Tax Act? If yes, please mention GST 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 (2015-2016, 2016-2017, 2017- 2018).
17. Please attach Annual Accounts (Balance sheet & P/L Accountant) of the agency, duly certified by Chartered Accountant for last three Financial years. (2015-2016, 2016-2017, 2017- 2018). Average Annual Turnover of bidder in the last three year must not be less than **₹ 7.84 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. Valid ISO 9001 certificates of Manpower services.
21. 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.
22. The tenderer should submit an undertaking on their letter head that "any complaints towards non-payment of wages, other liabilities & statutory obligations will be received by Administration 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.

23. 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.

PRICE BID

Price bid in the form of BOQ_XXXX. xls

DETAILS OF EDUCATIONAL QUALIFICATION FOR VARIOUS MANPOWER OF JOB OUTSOURCED

The indicative rates of remuneration for each category have been worked out by the Institute and indicated against each job. The Vendor has to quote their administrative/service charges for deploying the required number of manpower. All statutory liabilities like EPF, ESI etc. on account of this manpower will be borne by the Bidder which will be included in the consolidating amount per month. The agency shall provide Manpower at AIIMS, Raipur by deploying adequately trained and well-disciplined personnel having fair command on Hindi and English in respect of following categories of posts/assignments:-

S.No.	Description	Educational Qualification	No. Of Posts	Maximum Consolidated Contractual amount per month per post inclusive of all statutory obligation
1	Lab Attendants	Essential: a) 10+2 with science. b) Diploma in Medical Lab Technology.	41	₹ 20,716.00
2	Store Keeper cum Clerk	Essential: Graduate from a recognized University with one year Experience in handling stores. Desirable: Post-graduate Degree/Diploma in Materials Management from a recognized Institution.	85	₹ 20,716.00
3	Office/ Store Attendants	Essential: 1. 10 th Pass or ITI equivalent	40	₹ 18,760.00
4	Gas Mechanic	Essential: 10+2 in Science with 5years experience in Medical Gas Pipeline System in a 200 Bedded Govt. Hospital or Trade Certificate or ITI Diploma in Mechanical Engg. with 3years experience in Medical Gas Pipeline System in a 200 Bedded Hospital.	01	₹ 26,559.00

S.No.	Description	Educational Qualification	No. Of Posts	Maximum Consolidated Contractual amount per month per post inclusive of all statutory obligation
5	Pump Mechanic	Essential: 10+2 in Science with 5years experience in Medical Gas Pipeline System in a 200 Bedded Govt. Hospital or Trade Certificate or ITI Diploma in Mechanical Engg. with 3years experience in Medical Gas Pipeline System in a 200 Bedded Hospital.	01	₹ 26,559.00
6	Manifold Technician	Essential: 10+2 in Science with 7 years experience in Medical Gas Pipeline System in a 200 Bedded Govt. Hospital or Trade Certificate or ITI Diploma in Mechanical Engg. with 5years experience in Medical Gas Pipeline System in a 200 Bedded Hospital	08	₹ 30,445.00
7	Manifold Room Attendants	Essential: (1) 10+2 with Science from a recognized Board. (2) 3years experience in Medical Gas Pipeline System in a 200 Bedded Hospital	01	₹ 20,716.00

S.No.	Description	Educational Qualification	No. Of Posts	Maximum Consolidated Contractual amount per month per post inclusive of all statutory obligation
8	Junior Medical Record Officer (Receptionists)	Essential: (i) BSc (Medical Records) [Or] (ii) 10+2 (Science) from a recognised board + 1 Year Diploma in Medical Record Keeping (duration 1 year) from a recognised institute / university + 2 years' experience in Medical Record Keeping in a Hospital Setup [And] (iii) Ability to use computers - Hands on experience in office applications, spread sheets and presentations. Typing speed of 35 words per minute in English or 30 words per minute in Hindi	05	₹ 30,445.00
9	Medical Record Technicians	Essential (i) 12th class pass, preferable in science or equivalent from a recognised board/ university & (ii) Certificate in medical records from a recognised institute or authority issued after not less than 6 months training course. Desirable: Experience of having handled medical records in a hospital/medical institute of Repute.	20	₹ 26,559.00
10	Mechanic (E & M)	Academic Qualification: Should have passed ITI diploma certificate in the trade. Professional Knowledge: Trade certificate from a recognized vocation training Institute. Three years practical experience in a workshop/department dealing with operation and maintenance of mechanical plants.	04	₹ 20,716.00
	Wireman	Academic Qualification: Should have passed ITI Diploma / equiv.	20	₹ 20,716.00

S.No.	Description	Educational Qualification	No. Of Posts	Maximum Consolidated Contractual amount per month per post inclusive of all statutory obligation
11		qualification in trade. Professional Knowledge: Electrical workman permit/workman's competency certificate electrical workman's/lineman licence (Certificate of competency Class - II) or any Other equivalent certificate with atleast 5 years experience in the line. Trade Test.		
12	Plumber	Academic Qualification: Should have passed ITI Trade certificate course or equivalent in the trade with atleast 5 years practical experience in the trade. Professional Qualification: Should have atleast 5 years experience as under: (i) Should have a working knowledge of the various types of specials used in the plumbing trade of all types of pipes of different materials and be able to estimate requirements for any job entrusted to him. (ii) Should have a thorough knowledge of working with various tools used in the Trade such as wrenches, spanners, caulking tools, stocks and dies etc. (iii) Should be able to make leak-proof joints for all types of pipes (of different materials). (iv) Should have a good knowledge of materials that go to form joints and be able to estimate requirement thereof. (v) Should be able to follow drawing and sketches and execute work according to lay out. (vi) Should possess plumbing licences in localities where such licences are issued by local authorities. (vii) Must be able to carry out overhaul of bibcocks, ball valves, sluice valves, including grinding and seating.	15	₹ 20,716.00
13	Operator	Academic Qualification:	12	₹ 20,716.00

S.No.	Description	Educational Qualification	No. Of Posts	Maximum Consolidated Contractual amount per month per post inclusive of all statutory obligation
	(E & M)/ Lift Operators	Should have posses ITI Diploma or equivalent qualificati in the trade. Professional Qualification: Electrical workman permit/workman's competency certificate electrical workman's licence (certificate of competen Class-II) or any other equivalent certificate with practice experience of 5 years in handling E & M plants i/e runnin maintenance, knowledge of I.C. engines, electric wiring motors, pumps, generating sets.		
14	Mechanic (A/C & R)	Essential: (1) Pass in Matriculation or equivalent: (2) Must have undergone a minimum of 12 months' Refrigeration Mechanic or equivalent course in a recognised Technical Institute and must have served one year's apprenticeship in reputed firm or organisation of Air-Conditioning and Refrigeration Engineers. OR Two years 'apprenticeship in a. reputed firm or organization of Air Conditioning and Refrigeration Engineers. (3) A minimum of one year's experience as an Air Conditioning or refrigeration serviceman, or as a Junior Mechanic or in any other skilled capacity on the maintenance and installation of water coolers, refrigerators, room air conditioners and small air conditioning and cold storage plants.	06	₹ 20,716.00
15	House Keepers (Junior warden)	Essential: 1. Graduate from a recognised University or equivalent. 2. Two years' experience as a Jr. Warden or equivalent in any College.	10	₹ 20,716.00
16	Jr. Scale Steno	Essential:	01	₹ 26,559.00

S.No.	Description	Educational Qualification	No. Of Posts	Maximum Consolidated Contractual amount per month per post inclusive of all statutory obligation
	(Hindi)	(i) Matriculation or equivalent (ii) A speed of 80 w.p.m. in Stenography (English or Hindi) (OR) (i) Graduate in any discipline from a recognized University / Institution (ii) Skill Test norms: – Dictation – 10 mins @ 80 wpm – Transcription – 50 mins (English), 65 mins (Hindi) on a Computer (iii) Excellent command over English and Hindi (Written and Spoken) (iv) Skill Test to assess the soft skills of the candidate		
17	Dispensing Attendants 1	Essential: 1. Diploma In Pharmacy from a recognised University/Institution 2 Should be a registered Pharmacist under Pharmacy Act 1948	04	₹ 26,559.00
18	Dissection Hall Attendants	Essential: 10+2 or equivalent with One year experience in the concerned department. Or 10 th Pass with three years' experience in the concerned department.	08	₹ 20,716.00
19	Security-Cum-Fire- Jamedar	Essential: (i) 10 + 2 from a recognised Board / University; (Relaxable upto Class 10 in the case of Ex- servicemen who have excellent record and have passed third class examination of the Services) (ii) Following Physical Standards: a. Height: 167 cm and Chest: 80 cm with an expansion of 5 cm (For residents of hill areas height may be 162 cm, chest - 76 cm with an expansion of 5 cm). b. Should possess sound health free from defect/ deformity/disease. c. Vision in both eyes should be 6/12 (without glasses). d. There should be no colour blindness.	01	₹ 26,559.00

S.No.	Description	Educational Qualification	No. Of Posts	Maximum Consolidated Contractual amount per month per post inclusive of all statutory obligation
		(Candidates claiming relaxation in height and chest will have to produce the certificate to this effect from the competent authority viz., Deputy Commissioner/ Distt. Magistrates/Tehsildars of their places of residence).		
20	Sanitary Inspector Grade – II	Essential: (i) Matriculation or equivalent from a recognised Board. (ii) Certificate of Sanitary Inspector Course. (iii) Not less than 4 years of experience in the line, preferably in a Hospital of repate.(Delhi)	04	₹ 30,445.00
21	Driver	Essential: i) Valid Driving Licence for driving heavy vehicles. ii) Knowledge of Motor Mechanism iii) Experience: 3 years Desirable : 8th passed 3 years service as Home Guard/Civil Volunteer.	16	₹ 20,716.00

All the above posts are tentative. The Competent Authority of AIIMS, Raipur has reserving the right to relax/amend/change any of the above parameters i.e. posts/number of Posts/eligible qualification/scope of work and consolidated remuneration etc. besides classifying it whether to include it under the category of Hospital services or Academic & remaining services. Any other duty can also be assigned to any of the above mentioned post by the institute.

The essential qualification for each category a. The agency is required to provide adequate number of ex-servicemen/retired government employees having prescribed qualification and experiences as per the requirement of the AIIMS, Raipur under the scope of this contract

Place:.....

(Signature of Tenderer with seal)

Date:.....

Name

**(To be made on Rs 100.00 Non Judicial Stamp Paper) DRAFT AGREEMENT
FORMAT**

This agreement is made at Raipur on the _____ day of _____ Two thousand seventeen between the Director, All India Institute of Medical Sciences, Raipur, **acting through Sr. Administrative Officer, AIIMS, Raipur, having its office at AIIMS, Raipur-492099** (herein after 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 Party**.

and

M/s, _____ (Second Party) 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 Party**. WHEREAS the 'Client' is desirous to engage the 'Agency' for providing Manpower for AIIMS, RAIPUR at Raipur on the terms and conditions stated below:

1. All the terms & conditions of the tender document will form as the part of this agreement also.
2. 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, Bonus, Gratuity, ESI, etc. relating to personnel deployed in AIIMS, RAIPUR. The Client shall have no liability in this regard.
3. The Agency shall be solely responsible for any accident/medical/health related liability/compensation for the personnel deployed by it at AIIMS, Raipur site. The Client shall have no liability in this regard.
4. Any violation of instruction / agreement or suppression of facts will attract cancellation of agreement without any reference or any notice period.
5. The contract can be terminated by giving one month notice by the AIIMS, Raipur. No notice period will be given in case of violation of contract 20 (t) of the scope of work given in tender documents.
6. In case of non-compliance with the contract, the Client reserves its right to:
 - a. Cancel / revoke the contract; and / or
 - b. Impose penalty up to 10% of the Total Annual Value of contract
7. Performance Security amounting to ₹ _____ or 10% of the Annual Contract Value, whichever is higher in the form of Demand Draft, Fixed Deposit Receipt or Bank Guarantee from a scheduled bank shall be furnished by the Agency at the time of signing of the Agreement.
8. The Agency shall be fully responsible for timely monthly payment of wages i.e by 07th of every month without fail and any other dues to the personnel deployed at AIIMS, RAIPUR as per rates mentioned in the Schedule without any deductions except PF & ESI as admissible.
9. The personnel provided by the Agency will not claim to become the employees of AIIMS, RAIPUR and there will be no Employee and Employer relationship between the personnel engaged by the Agency & AIIMS, RAIPUR.
10. There would be no increase in rates payable to the Agency during the contract period except any revision by the MoH&FW, GoI.

11. The Agency also agrees to comply with annexed Terms and Conditions of the Tender and amendments thereto from time to time.
12. Decision of Client in regard to interpretation of the Terms and Conditions of the Tender shall be final and binding on the Agency.
13. 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 and any other legal liability etc. of the Agency in respect thereof, which may arise. The books of accounts of the Agency as regards this outsourcing work shall be open for examination by the Institute as and when required.
14. 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 of Raipur.
15. The Agency will provide Police Verification Certificate of each employee within a period of three months from the date of deployment except in respect of Ex-Servicemen and retired Government employees. Failing this, the deployment shall be liable for cancellation.
16. THIS AGREEMENT will take effect from ____Two thousand nineteen and shall be valid for one years, extendable for another one year on mutually agreeable conditions, subject to satisfactory performance.

This Day of 2018 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 Raipur in the presence of the witness.

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

Signature of the authorized Official

Name of the Official

Stamp / Seal of the '**Supplier**'

SIGNED, SEALED AND DELIVERED

By the said _____

_____(Name)

on behalf of the '**Supplier**' in presence of

Witness _____

Name _____

Address _____

For and on behalf of the '**AIIMS, Raipur**'

Signature of the authorized Official

Name of the Official

By the said

_____(Name)

on behalf of the '**AIIMS, Raipur**' in
presence of

Witness _____

Name _____

Address _____

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.
- 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 (i.e. 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.
