



## **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.

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

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

Tele: 0771- 2971307, 2577279 email: [admin@aiimsraipur.edu.in](mailto:admin@aiimsraipur.edu.in)

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



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

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

**At**

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

**CRITICAL DATE SHEET**

Published Date	18/05/2020 Time 02.00PM
Bid Document Download / Sale Start Date	18/05/2020 Time 02.05PM
Clarification Start Date	19/05/2020 Time 10.00AM
Clarification End Date	26/05/2020 Time 03.00PM
Pre bid meeting	26/05/2020 Time 03.30PM
Bid Submission Start Date	02/06/2020 Time 10.00AM
Bid Submission End Date	09/06/2020 Time 06.00PM
Bid Opening Date	12/06/2020 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](http://www.aiimsraipur.edu.in)  
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1. Director AIIMS Raipur invites online bids on single stage two bid system for “Engagement of agency for providing various type of Manpower on Job Outsourcing Basis at AIIMS, Raipur”.
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>. Manual bids shall not be accepted under any circumstance.
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](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.
6. **The Technical qualifications and documents required with technical bid are mentioned in Annexure –A**
7. **Agreement shall be execute by both parties (awarded bidder & AIIMS Raipur) as per Annexure - B**

**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 in 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 must be having a valid labour license, ESIC, EPF, GST, PAN numbers and all other permissions, registrations, licences etc. which are applicable in the present case, on the date of submission of bids.
6. Documentary evidence of all permissions, registrations, licences etc. mentioned above must be enclosed with the tender document.
7. A copy of firm/company registration must be enclosed with the bid document.

8. The no. of posts shown is approximate and may vary as per demand of the Institute at the time of placement of order and during the course of work.
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 liable to be forfeited.
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> in Sr. Administrative office at AIIMS Raipur Premises at the prescribed time.
  - i. Financial bids of only those bidders will be opened whose technical bids are found suitable by the expert committee appointed for the purpose.
  - ii. No separate information shall be given to individual bidders.
  - iii. In comparable 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 must be submitted as part of technical bid.
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 bid the highest total points (H1) on the bases of QCBS.

  - 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 expiry of the bid validity period. The terms of the accepted bid shall be incorporated in the work order.
16. The competent authority reserves the right to reject the service if the same are not found in accordance with the required description/quality and make alternative arrangement at the risk & cost of contractor.
17. **Earnest Money:**

*Earnest money (i.e. ₹ 22,00,000/-) is to be submitted by means of a Bank Demand Draft/FD/BG, of a scheduled bank payable/enchaseable at Raipur. (a scanned copy to be uploaded on CPP Portal). 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)". The earnest money (DD/FD/BG) must reach the office of the Sr. Administrative Officer, Gate no. 5, Medical College Building, 2<sup>nd</sup> Floor, AIIMS, Raipur prior to 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 will be summarily rejected.
- iii. No claim shall lie against AIIMS Raipur in respect of erosion in the value or interest on the amount of EMD.
- v. The earnest money will be returned to the unsuccessful tenderers after the tender is awarded.
- 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 clarification regarding the tender documents, they are requested to contact the Sr. Administrative Officer, AIIMS Raipur through **e-mail: [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 if requested by bidders will be held **on 26-05-2020 at 03.30 PM in the Committee Hall, 1<sup>st</sup> Floor, Medical College Building, AIIMS, Raipur** for clarifying any points relating to this tender document 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 anything relating to this contract will not be entertained and it will be deemed that the agency has understood every thing about this tender. The date of the opening of the technical bid will be 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 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 Security Deposit:-**

- a. The successful bidder shall have to submit a 10% performance Security Deposit (PG) of contract value within 15 days from the date of issue of Letter of Award (LOA). Extension of time for submission of PG beyond 15 days and upto 30 days from the date of issue of LOA may be given at the discretion of competent authority. However a penal interest of 15% per annum shall be charged for the delay beyond 15 days. i.e. from date of issue of LOA. In case of the bidder fails to submit the requisite PG even after 30 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 Deposit is mandatory.
- b. Successful bidder/firm should submit performance security as prescribed in favour of "AIIMS, Raipur" to be received in the office of Sr. Administrative Officer, 2<sup>nd</sup> Floor, Medical College Building, Tatibandh, Raipur (C.G) Pin-492099
- 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 the expiry of contract.

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

The duration of the contract shall be **for a period of One (01) year which may be extended for 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 22 (u) of the scope of work.

**4. 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.

**5. Right 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 its 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.

**6. 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.

**7. Terms of payment:-**

- a) Monthly bills shall be submitted in triplicate along with attendance sheet, EPF, ESI deposit slip, GST challan, salary sheet & RTGS (monthly wages Bank statement) only of the personnel deployed at AIIMS Raipur. Printout of the banking transaction is to be submitted to the AIIMS along with the monthly wage bill for payment. 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.
- b) GST as per actual will be applicable and paid extra on production of challan.

**8. Educational Qualification & Age for Employee:**

<b>Sr. No</b>	<b>Name of Post</b>	<b>Number of Post</b>	<b>Qualification</b>
1	Data Entry Operators	75	Degree of recognized University or equivalent with PGDCA/ DCA
2	Ayushman Mitra	16	Degree of recognized University or equivalent with PGDCA/ DCA
2	Hospital Attendants	148	a) Matriculation from a recognized School / Board b) Certificate course in Hospital Services conducted by a recognized organization (such as St. Johns Ambulance)

Age: 18 year and not exceeding 35 year.

**9. Payment of Wages:**

- a) Contractor shall make payment of wages to contract labour directly in their bank account through NEFT/RTGS only. Contractor shall comply with the provisions of The Payment of Wages Act, 1936 and The Minimum Wages Act, 1948. Payment by any other mode will not be permitted. No deduction will be allowed to be made from the salaries of deployed personnel except statutory deductions like ESI, EPF. Only such amount will be reimbursed to contractor as is shown in the NEFT/RTGS statement
- b) **Payment shall be paid to manpower as per minimum wages of order issue by Govt. of India, Ministry of Labour & Employment, Dy. Chief Labour commissioner (Central) Raipur.**

**Expected wages of manpower as follows, excluding employee contribution of EPF & ESIC, the wages shall be revised after issue of notification of CLC Raipur from time to time**

Sr. No	Name of Post	Category	Expected minimum wages per day (As per CLC, Raipur)	Minimum Monthly Wages
1	Data Entry Operators	Skilled	₹ 695.00	₹ 18,070.00
2	Ayushman Mitra	Skilled	₹ 695.00	₹ 18,070.00
3	Hospital Attendants	Un-Skilled	₹ 593.00	₹ 15,418.00

**Employer's contribution towards EPF, ESI; if applicable, and other taxes will be paid on reimbursement basis on production of valid documents/challan.**

- c) 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 for whatever reason in settlement of its bill by the Administrative Department, at AIIMS, Raipur.
- d) Agency shall provide bilingual salary slip (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
  - Complete Wages details.

**10. 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	Gross total turnover in each of the last three financial year i.e 2016-17, 2017-18 and 2018-19	> 6.50 Cr	20 Pts.	Financial Statement of concerned year
		> 6.00 Cr. to < 6.50 Cr.	15 Pts.	
		> 5.50 Cr. to < 6.00 Cr.	10 Pts.	
2	Experience in providing manpower services (Central/State Govt. including/PSU's, Autonomous bodies) of last three financial year i.e. 2016-17, 2017-18, 2018-19.	> 5.00 Cr	20 Pts.	Financial Statement clearly stating receipts from Manpower
		> 4.50 Cr. to < 5.00 Cr.	15 Pts.	
		> 4.00 Cr. to < 4.50 Cr.	10 Pts.	



				Services or Certificate from CA
3	Number of running contract of similar nature (Manpower Services) in hand during last financial year 2019-20	> 7 including at least 01 in Hospital (200 or more beds)	20 Pts.	Self-attested copy of each contract/work order
		> 7 (No Hospital Services)	15 Pts.	
		> 5 to < 7	10 Pts.	
4	Number of years of operation in business	> 10 years	20 Pts.	COI / Partnership Deed as the case may be and in case of individuals S. Tax, VAT or Shop and Establishment reg. certificate
		> 7 years to < 10 years	15 Pts.	
		> 5 years to < 7 years	10 Pts.	
5	Valid ISO 9001 Certificate of Manpower Services		10 Pts.	Copy of Certificate
6	Status of firm (Proprietor/Partnership/ Govt. Department/ Company	Govt. Department /PSUs/ Autonomous Bodies	10 Pts.	COI / Partnership Deed as the case may be and in case of individuals S. Tax, VAT or Shop and Establishment reg. certificate
		Limited. Company	08 Pts.	
		Pvt. Ltd. Companies/ Proprietorship firms /Partnership firms	05 Pts.	

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

**The service charge quoted should be responsive and the same should be inclusive of provision for leave reserve, salary slip, Maintenance of record, stationery etc., ESI, EPF and taxes will be reimbursed as per actual. The wages of outsourced employees will be as per CLC rates for mentioned category.**

**In case 0% or unreasonably low service charge is quoted by the same will be treated as non responsive bid as per office Memorandum issued by Ministry of Finance, Government of India..... The bidders may be called upon to explain their business model and scope of profit at the rates quoted by them. In case the bidder fails or refuses to do so, the bid may be declared as not responsive. 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 for evaluating the proposals. The selection will be done using **Quality cum Cost Based Selection (QCBS)** process. 60% weightage would be given to the Technical evaluation and 40% 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 lowest responsive 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. Financial bids declared non responsive will be awarded zero marks.

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.

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

**To work out the combined score, the following formula will be used:**

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) x T(s)} + {F(w) x F(s)}

(60/100 X 50) + (40/100 X 70)

Total = 30 + 28 = 58 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.

#### **11. 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 (60% weightage) & financial evaluation marks (40% weightage) shall be deemed as the successful bidder and shall be considered eligible H1 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 H1 will be decided on the basis marks scored in technical evaluation and in case of marks in technical evaluation also being same, on the basis of the marks scored by vendor in second, third & forth serial number 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’s decision regarding responsiveness of bids will be based on the contents of the bid itself without recourse to extrinsic evidence and will be final.

- 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 in its opinion 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 AIIMS Raipur prior to expiration of the bid validity period. The terms of the accepted bid shall be incorporated in the work order.

**12. Scope of Work:-**

- a. The agency has to deploy various type of manpower as mentioned in Annexure on 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 it 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.
- 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. 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. Contractor shall obtain the declaration related to point no. “d” to “f” above from deployed manpower within one month from the issue of work order and submit the same, in original in the office of Senior Administrative Officer, AIIMS, Raipur.
- h. 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, 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.
- i. The Agency shall ensure fulfilment of qualifications (academic/professional), skills, experience, and other engagement conditions as mentioned in this tender document in respect of its workers to be deployed 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 engaged by it 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.
- j. 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.
- k. 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. In case the authorized official of AIIMS Raipur intimate to disengage or replace any workers, the agency will comply the same immediately.

1. 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.
- m. 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.
- n. 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.
- o. 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.
- 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 may 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 it. 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 laws 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 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. The under rule 32 (c) of the payment of bonus Act 1965, AIIMS Raipur is exempted from payment of bonus to its employees.
- z. The Income-tax as applicable shall be deducted from the bill unless exempted by the Income-tax Department.
- aa. AIIMS, Raipur shall pay the agreed amount on production of monthly bill. No other charges of any kind shall be payable.
- bb. Total admissible leave for each employees is 18 days in a year.
- cc. Agency shall issue experience certificate to all employees after completion of contract.

13. **Penalties for violation or rules, terms and conditions:-** The Agency will be fined in case of violation of the following rules.
- 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 a 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 for each 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..... which will be valid for period of sixty days beyond the expiry of contract. The said Performance Guarantee Bond is to be submitted within 15 (Fifteen) days from the date of Acceptance of the LOA.

NOW THIS BANK HEREBY GUARANTEES that in the event of the said firm failing to abide by any of the conditions referred to in 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 at Raipur 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 QUALIFICATIONS AND DOCUMENTS TO BE ATTACHED WITH THE TECHNICAL BID**

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

1. Scanned Copy of EMD documents 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. Bidder must have experience of providing manpower on outsourcing basis in Central/State Government/ PSUs/Public Sector Companies/Limited companies of the value of ₹ **3.00 Cr.** or more in each of the last three financial years (2016-17 2017-18 2018-19). A copy of the satisfactory certificate from the authorized person should be attached. Copies of work order showing the value of order to be attached.
6. Details about the agency, clearly indicating details of managerial, supervisory and other staff. Also state the number of muster roll staff available for performing the proposed work.
7. Is the agency registered with the appropriate Government; please give details with document / evidence.
8. **Should be registered with relevant labour licensing authority. A copy of valid Labour license should be enclosed.**
9. **A copy of valid License RLC of Chhattisgarh,**
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. Copy of Employee's Provident Fund (EPF) registration with proof of submission of amount should be submitted.
12. Copy of Employee's State Insurance (ESIC) registration with proof of submission of amount should be submitted.
13. Copy of GST Registration certificate should be submitted.
14. Copy of PAN card should be submitted.
15. Copies of returns of Income Tax for last three financial years (2016-2017, 2017-2018, 2018- 2019) should be enclosed.
16. Annual turnover of bidder in each of the last three year must not be less than **6.00 Cr.**
17. Annual Accounts (Balance sheet & P/L Accountant) of the agency, duly certified by Chartered Accountant for last three financial years. (2016-2017, 2017-2018, 2018-2019) should be attached with bid.
18. Please submit on company/firm letter head that:-
  - (i) No case is pending with the police against the Proprietor/partner or the Company (Agency). Indicate convictions if any against the Company/firm/partner.
  - (ii) proprietor/firm has never been 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 setting up same within 30 days from the award of work.
22. The tenderer should submit an undertaking on their letter head that “in case of any complaints towards non-payment of wages, other liabilities & statutory obligations AIIMS Raipur may make payment directly to employees & same will be deducted from the 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.
24. A copy of this tender documents with signature on each page must be submitted with the technical bid as of acceptance of all terms, conditions and provisions mentioned therein.

**PRICE BID**

Price Bid in the form of BOQ\_XXXX.xls.

**(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 twenty 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 'Institute' is desirous to engage the 'Agency' for providing various type of Manpower at AIIMS Raipur on the terms and conditions stated in this agreement and its annexures. All the terms & conditions mentioned in the Notice inviting the tender will also form as the part of this agreement.

1. **Contract Term:-** The duration of the contract shall be ***for a period of One (01) year which may be extended or curtailed, at the discretion of the Institute. Extension(s), if any, may be granted*** for a period of 1 year at a time, on mutually agreed terms and conditions, subject to successful/satisfactory completion of initial contract. The Agency, however, will have no right to claim extension on the basis of satisfactory completion of the initial contract. The extension will be entirely at the discretion of the Institute.
2. **Scope of Work as per Annexure – A**
3. **Fess and Payments:-**  
In consideration of agency providing the services, as defined in this agreement, Institute shall pay to the agency at the rates prescribed in Annexure B & C which shall be valid throughout the contract period subject to the conditions that the minimum wages rates announced by CLC, Raipur from time to time will be maintained. No claims whatsoever for increase of wages other than increase in minimum wages rate or revision of statutory payments shall be entertained and it will be the responsibility of the Agency to bear such unforeseen expenses.
4. **Management, Control and Supervision:-** The contract will be under the general supervision of the Institute. Details of the extent and nature of control and supervision to be exercised have been set forth in **Annexure A** of this agreement.
5. **Performance Security Deposit :-** The Agency has submitted an amount of ₹ 00.00/- (refundable without interest after two month of successful completion of contract) submitted in the form of BG/FDR/DD no. \_\_\_\_\_, dated \_\_\_\_/\_\_\_\_/2020 issued by \_\_\_\_\_ Bank, valid upto \_\_\_\_/\_\_\_\_/2021 as performance security deposit to the Institute.
6. **Forfeiture of Performance Security Deposit**

If during the term of this contract, the Agency 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 Institute shall without prejudice to its other rights and remedies hereunder or under the applicable Law, be entitled to call in, retain and appropriate the Performance Security. Nothing herein mentioned shall debar the Institute from recovering from the Agency by a suit or any other means, any such losses, damages, costs, charges and expenses as aforesaid, in case the same exceeds the amount of the Performance Security. Performance Security Deposit may be forfeited in case of failure to fulfil any of the terms & conditions of contract by the Agency.

**7. Laws / Acts /Statutory provisions : -**

- a) The Agency shall be solely responsible for compliance of the provisions of various Labour and industrial laws, relating to wages, allowances, compensations, EPF, Gratuity, ESI etc. relating to personnel deployed by it at the premises of the Institute 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 through online/net banking only directly to the saving bank accounts of all the workers.** The Agency shall specifically ensure compliance of various Laws/Acts, including but not limited to the following and their re-enactments/ amendments/ modifications:-

- The Minimum Wages Act 1948
- The Employees Provident Fund & Misc. Provision Act, 1952
- The Contract Labour (Regulation & Abolition) Act, 1970
- The Payment of Gratuity Act, 1972
- The Employees State Insurance Act, 1948
- The Child Labour (Prohibition and Regulation) Act, 1986
- The Pradhan Mantri Rojgar Protshan Yojana
- The payment of Bonus Act.

- b) 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 the Institute 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.

**8. Terms of payment:-**

- a) Monthly bills shall be submitted in triplicate along with attendance sheet, EPF, ESI deposit slip, GST challan, salary sheet & RTGS (monthly wages Bank statement) only of the personnel deployed at AIIMS Raipur. Printout of the banking transaction is to be submitted to the AIIMS along with the monthly wage bill for payment. 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.

- b) GST as per actual will be applicable and paid extra on production of challan.

**9. Penalty:-** Penalty for unsatisfactory/delayed services may be imposed as provided for in **Annexure A** “Special Terms of Contract” of this agreement.

**10. Indemnity:-**

- a) The Agency shall indemnify the Institute from, and defend and hold the Institute harmless from and against, any losses suffered, incurred or sustained by the Agency or to which the Agency becomes subject, resulting from or arising out of any third party claim:
- due to negligence in performance of the Services provided by the Agency;
  - relating to the failure by the Agency to obtain, maintain or comply with the Statutory provisions, Consents, and Governmental Approvals;
  - relating to personal injury (including death) or property loss or damage to the extent caused by the Agency or due to its employees’ acts or omissions;
- b) The Agency shall also be responsible for obtaining workman’s compensation insurance of its personnel. In case of death, disability or any injury caused to them due to any accident in the premises of the Institute, during working hour or otherwise, the Institute shall not be liable to pay any compensation to the person or his/her dependents in this regard. In case any financial liability devolves upon the Institute under any present or future act, law or court order the same shall be recoverable from the Agency.
- c) There may be certain cases where negligence on the part of the Agency or the Institute for accident in the premises of the Institute causing death, disability or injury to its personnel cannot be substantiated for want of sufficient proof. Even in such cases, the agency will be liable to pay compensation to the victim or his dependents, as the case may be. The amount of compensation in such cases will be decided by the Institute which will be final and binding upon the agency.
- d) All the workers providing the services under this Agreement shall be employees of the Agency and the Institute shall not have an employer-employee relationship with the employees of the Agency. The Agency undertakes to keep the Institute indemnified against any demand/claim of wages, provident fund, Employees State Insurance and any other such dues of its employees. The relationship between the Agency and the Institute is purely contractual and the Institute is not responsible/liable for the employees and for staff of the Agency.
- e) The Agency shall undertake that any act of omission or commission including theft, by its staff shall be its sole responsibility and further that it would compensate the Institute immediately, any loss or damage or theft occurring on account of his staff individually or collectively.
- f) The Institute shall not be a party in case any dispute takes place between the Agency and his employees.

**11. Representation and warranties:-** The agency represents and warrants that-

- a) It has all requisite competence and expertise to execute, deliver and perform its obligations under this Agreement;
- b) The execution, delivery and performance of this Agreement by the Agency (a) has been duly authorized by all its owners/partners (if any), and (ii) will not conflict with, result in a breach of or constitute a default under any other agreement to which the Agency is a party or by which the Agency is bound;
- c) The agency is duly licensed, authorized or qualified to do such business and are in good standing in every jurisdiction in which a license, authorization or qualification is required for the transaction of business of the character transacted by them, except where the failure to be so licensed, authorized, or qualified would not have a material adverse effect on its ability to fulfill any of the its obligations under this Agreement;
- d) The agency is in compliance with all Laws applicable to it for delivery of the proposed services and it has obtained all applicable permits and licenses required of it in connection with its obligations under this Agreement;
- e) The performance of Services shall be in accordance with the Service Levels and meet the highest professional standards.

**12. Manpower Regulations:-**

- a) The conduct/characters/antecedents and proper behaviour of the supervisor in the Institute shall be the sole responsibility of the Agency. However, the Agency should provide the necessary details of all its employees (permanent, temporary, casual) to the Institute.
- b) The Agency shall only employ in its service such persons whose antecedents have been verified by the police and who have also been medically examined at the Agency's own cost and to the satisfaction of the Institute. The Agency shall be required to give an undertaking to the Institute to this effect.

**Employment of minors is strictly prohibited.**

- c) The Agency shall register all its employees who will be working in the Institute's premises indicating name, age, home address, qualifications, etc, and would intimate Administration section, as and when any change takes place.
- d) The Agency shall ensure that the person deployed are disciplined and well behaved in office premises, and do not indulge in consumption of alcoholic drinks, paan, smoking, loitering without work and engaging in gambling, satta or any immoral act.
- e) Notwithstanding anything contained in the above clauses if any employee/ staff member of the Agency in the opinion of AIIMS Raipur, is not rendering proper service or is otherwise guilty of any misdemeanour or is found otherwise undesirable, the Agency shall forthwith remove that person from the AIIMS Raipur Campus, with immediate effect and replace him with a suitable person.

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

The Institute will have the right to call upon information regarding status of contract, statutory/legal compliances at any point of time and the Agency will be obligated to provide the same to the complete satisfaction of the Institute within 48 hours of being called upon to do so.

**14. Force Majeure:-**



- a) Neither the Agency nor the Institute shall be considered in breach of this Contract to the extent that performance of their respective obligations is prevented by an event of Force Majeure that arises after the effective Date.
- b) The Party (the "Affected Party") prevented from carrying out its obligations hereunder shall give notice to the other Party of an Event of Force Majeure upon it being foreseen by, or becoming known to, the Affected Party.
- c) If and to the extent that the Agency is prevented from executing the Services by the event of Force Majeure, while the Agency is so prevented it shall be relieved of its obligations to provide the services but shall endeavor to continue to perform its obligations under the contract so far as reasonably practicable and in accordance with Good Operating Practices.
- d) The Agency shall not be entitled to payment of the Monthly Charge for the period of interruption caused by the event of Force Majeure.
- e) Irrespective of any exemption of performance granted under this clause, if an event of Force Majeure occurs and its effect continues for a period of [21] days, either party may give to the other a notice of termination. [If the Institute is paying fee during Force Majeure, then Agency should not have a termination right, as it is being paid.], which shall take effect [7] days after the giving of the notice. If, at the end of the [7]-day period, the effect of the Force Majeure continues, the contract shall terminate.

**15. Subletting of contract:-**

The contract is not transferable. 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 the Institute, which will be at liberty to refuse, if thinks fit.

**16. Breach of Contract:-**

- a) If the agency fails to fulfil any of the terms and conditions of this agreement, including its annexures and schedules, or if the working or service of the Agency is found to be defective/unsatisfactory, the agency will be deemed to be in breach of this contract. In case of breach of contract, the Institute, at its discretion, will have the right to either impose penalty up to 10% of the Total Annual Value of contract for each such violation or to cancel the contract forthwith and arrange to procure similar service from any other source available, at the risk and cost of the Agency. In event of cancellation due to breach of contract, the performance security deposit shall stand forfeited.
- b) The Agency will be bound by the details furnished by it to the Institute, while submitting the tender or at subsequent stage. In case, any of such documents furnished by it is found to be false, 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.

**17. Termination:-**

- a) The Institute, may at its discretion, foreclose or curtail the agreed period of this agreement, without assigning any reason thereof, by given one month's notice in writing, to the Agency. The Agency however, shall give, one months notice in writing to the Institute if it wants to exit the contract.
- b) If at any stage, the involvement of the Agency or any person employed by it or any other person who does or is deemed to represent the Agency, is

found to have indulged in any uncalled for activity, inside or outside the premises of the Institute, which may bring disrepute to the Institute, the contract is liable to be terminated by the Institute with or without one month's notice, at the discretion of the Director of the Institute, at the risk and cost of the Agency. The Institute, in such an eventuality, will be entitled to make good any losses suffered by it out of the performance security deposit submitted by the Agency. The decision of the Institute regarding indulgence of the Agency or its employees/representatives in such act will be final and binding on the Agency.

**18. Legal Jurisdiction:-**

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

**19. Amendment to the Contract:-**

- a) The Institute reserves the right to amend the scope and value of the contract.
- b) For any of the above actions, the Institute shall neither be liable for any damages, nor be under any obligation to inform the Agency of the grounds for the same.

**20. Interpretation:-**

Any dispute regarding the interpretation of this Agreement shall be submitted to the Director, AIIMS, Raipur for consideration. The decision on such dispute by the Director, AIIMS, Raipur shall be final and binding on both parties.

**21. Pre-Institution mediation settlement:-**

Provision relating to pre-Institution mediation settlement would apply to the present contract.

**22. Arbitration:-**

If any difference arises concerning this agreement, its interpretation on payment to be made there under, the same shall be settled out by mutual consultation and negotiation. If attempts for conciliation do not yield any result within 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 amongst 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.

**23. Entire Agreement:-**

This Agreement and the Annexures and Schedules to this Agreement represent the entire agreement between the Parties with respect to its subject

matter, and there are no other representations, understandings or agreements between the Parties relative to such subject matter.

24. **Notices** :- Except as otherwise specified in this Agreement, all notices, requests, consents, approvals, agreements, authorizations, acknowledgements, waivers and other communications required or permitted under this Agreement shall be in writing and shall be deemed given when sent by e-mail, facsimile to the facsimile number specified below or delivered by hand to the address specified below.

Director  
AIIMS Raipur  
Medical College Building,  
Gate No. 05, G.E. Road  
Tatibandh, Raipur (C.G.)

Agency

1. On this \_\_\_\_\_ Day of month, 2020 both the parties hereunto 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

THIS AGREEMENT will take effect from \_\_\_\_\_ Two thousand Twenty and shall be valid for one years, contract will be extendable as per clause no 01 of agreement.

For and on behalf of the '**Agency**'  
Signature of the authorized Official

For and on behalf of the '**Institute**'  
Signature of the authorized Official

**SEALED, SIGNED AND DELIVERED**

By the said \_\_\_\_\_

By the said \_\_\_\_\_

on behalf of the '**Agency**'

on behalf of the '**Institute**'

**IN PRESENCE OF**

Witness \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_

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.

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