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 (Chhattisgarh) Raipur-492099 www.aiimsRaipur.edu.in

NOTICE INVITING TENDER FOR ENGAGEMENT OF AGENCY FOR PROVIDING HOSPITAL ATTENDANTS ON JOB OUTSOURCING BASIS

At

All India Institute of Medical Sciences, Raipur

Sr. No	DME Stage	Start Date & Time
1.	NIT No.	Tender Enquiry No. AIIMS/R/Admin/Hospital Attendants/2017/001/Ser/
2.	NIT issue date	17-01-2017
3.	Pre-bid Meeting	30-01-2017 at 03:00 pm Venue : Committee Hall, 1st floor, Medical College Building, AIIMS, Tatibandh, Raipur-492099
4.	Last Date of submission	15-02-2017 at 03:00 pm
5.	Open EMD & Technical bid	15-02-2017 at 03:30 PM Venue: Store Officer, Medical College Building, 2nd floor, AIIMS, Tatibandh, Raipur-492099
6.	Tender document cost	₹ 5,725/- (Inclusive 14.5% VAT)
7.	EMD Amount	₹ 4,36,300/-



All India Institute of Medical Sciences, Raipur Tatibandh, Raipur – 492099, Chhattisgarh

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

Website: www.aiimsraipur.edu.in, Govt. Portal: www.tender.gov.in

TENDER NOTICEFOR ENGAGEMENT OF AGENCY FOR PROVIDING HOSPITAL ATTENDANTS ON JOB OUTSOURCING BASIS

Tenders in sealed cover are invited under **two-bids** system from reputed, experienced and financially sound Manpower Agencies as per the prescribed eligibility criteria on behalf of the Director, All India Institute of Medical Sciences, Raipur, for providing manpower for All India Institute of Medical Sciences, Raipur. 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 based on the Performance of the Manpower Agency or otherwise as decided by the AIIMS Raipur.

The interested agencies are required to submit the technical bid (Schedule-I) (qualifying bid) and financial bid (Schedule-II) separately. The bids in Sealed Cover- I containing "Technical Bid" and Sealed Cover-II containing "Financial Bid" should be placed in a third sealed cover super scribed "Tender for Providing of Hospital Attendants on Job Outsourcing Basis at AIIMS, Raipur" and should reach the office of "The Store Officer, AIIMS, Raipur - 492099, before 3.00PM on or before 15-02-2017. The agency has to write name of the agency, address, name of the bids i.e. Technical or Price bid etc. on the top of each sealed envelope. The technical bids will be opened on the same day (last date of the submission of the bid) at 3.30PM at AIIMS, Raipur by the Tender Opening Committee before the authorized representatives of the bidders as available on that day. In the event of any of the above mentioned date being declared as a holiday / closed day, the tenders will be opened on the next working day at the same appointed time. After evaluation of the Technical Bids, the names of the eligible and ineligible bidders will be published on the official website of AIIMS, Raipur. The date of opening of Financial Bids of the technically qualified bidders shall also be announced in the official Website of AIIMS, Raipur. No separate intimation will be given about the date of the opening of the price bids of technically qualified bidders about the date of opening of the price bids. All the bidders are advised to visit our website regularly for the latest information about this tender and no future representation about separate communication will be entertained.

The Tender documents containing eligibility criteria, scope of work, terms & conditions, draft agreement etc. can be downloaded from website www.aiimsraipur.edu.in. The tender documents should be enclosed with a DD for an amount of Rs.5,725/-(Rupees five thousand Seven Hundred and Twenty Five only) including 14.5% VAT (non-refundable) towards Tender fee in favour of "AIIMS, Raipur", payable at Raipur, along with their tender bid in the Cover-I

"Technical Bid" along with the bid security (EMD) of Rs.4,36,300/- which should be paid by DD/FDR/BG in any Scheduled Bank in favour of **"AIIMS Raipur" "payable** at **Raipur**. The Tender Documents (technical bid) are not transferable. Tender submitted without Tender fee & EMD will be summarily rejected any future clarification and/or corrigendum(s) shall be notified only through the official website of AIIMS, Raipur.

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

B. Eligibility Criteria for the Tendering Company/Firm/Agency:

- 1. The Bidder may be a proprietorship firm, Partnership firm, Limited Company, Corporate body legally constituted, who possess the required licenses, registrations etc. as per the appropriate law as applicable valid at least for 12 months from the date of the opening of tender.
- 2. 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 Rs.73.00 lakhs of contract of providing manpower in any year out of last three years (transaction in each financial year is to be taken).
- 3. Conditional bids shall not be considered and will be out-rightly rejected at the very first instance.
- 4. The bidder must have their registered office / branch in Raipur and one supervisor deployed for supervision of employees. If not, same should be provide within 30 days from the award of work.
- 5. There should be no case pending with the police against the Proprietor / Firm/ Partner or the Company (Agency) and he has to submit certificate made on letter head.
- 6. The bidder shall submit certificate **on letter head that the agency is/ has not been blacklisted** by the Central Govt. / State Govt. / any PSU / Autonomous Body (to be submitted in technical bid).
- 7. The bidder shall have the following Registrations and details of the same be provided in the Technical Bid:

- (i) EPF Registration: (ii) ESI Registration:
- (iii) Valid License issued by Regional Labour Commissioner, Govt. of Chhattisgarh or should give an undertaking that the bidder would obtain it within 30 days of the award of the work.

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

8. The bidders have to submit copies of self-certified documents in support of all eligibility criteria as mentioned in this tender document and enclose it with the Technical Bid which will be verified with original documents on a separate date after opening of the technical bid.

Terms and Conditions

A. Relating to Submission of Bids:

- 1. The interested agencies/bidders are required to submit the Technical and Financial Bids separately in the format enclosed. The bids in sealed Cover-I containing "Technical Bid" (Schedule-I) and sealed Cover-II containing "Financial Bid" (Schedule-II) should be placed in a third sealed cover Superscribed "Tender for Providing of Hospital Attendants on Job Outsourcing Basis" should reach AIIMS, Raipur before 03:00 PM on or before 15-02-2017. The bidder has to write name of the agency, address, name of the bids i.e. Technical or Price bid etc. on the top of each sealed envelope. The Technical bids shall be opened on the same day at 03:30 PM in the Store Office, 2nd Floor, Medical College Building, AIIMS, Raipur in the presence of the bidders or their authorized representatives who may choose to remain present.
- 2. The pre-bid Tender meeting will be held on 30-01-2017 at 03.00 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.

- 3. 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.
- 4. All entries in the tender form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. No overwriting or cutting is permitted in the Financial Bid Form. In such cases, the tender shall be summarily rejected. However, in case of any cuttings/correction in the Technical Bid, the same must be signed by the person authorized to sign the tender bids.
- 5. The bidder shall pay Tender Fee of ₹ 5,725/- in shape of DD in any Scheduled Bank and Bid Security (EMD) of ₹ 4,36,300/- along with the Technical Bid by DD/FDR/BG in favour of "AIIMS Raipur" drawn in any Scheduled Bank and payable at Raipur. Bids received without Earnest Money Deposited (EMD) and cost of tender shall be rejected. **EMD can also be furnished in shape of BG from any Scheduled Bank with a validity of one year.**
- 6. The bid security (EMD) without interest shall be returned to the unsuccessful bidders after finalization of contract. The Institute shall also not be responsible for erosion if any of the EMD.
- 7. **Performance Security Deposit:-** As a guarantee towards due performance and compliance of the contract work, the successful bidder (Agency) have to deposit an amount of ₹ 21,81,500/- or 10% of the Annual Contract value whichever is higher towards performance security by way of Bank Guarantee or Fixed Deposit Receipt in favour of "AIIMS Raipur" drawn in any Scheduled Bank and payable at Raipur. Bank Guarantee Bond of a Scheduled Bank in the prescribed format is also acceptable in this regard. Performance Security

- should remain valid for the period of sixty (60) days beyond date of completion of all contractual obligations of the agency including statutory obligations. The amount as deposited may be increased at the later date of contract value so increases.
- 8. The EMD shall be forfeited if successful bidder fails to undertake the work or fails to comply with any of the terms & conditions of the contract in addition of debarring the contactor for life time to participate in any contract process of AIIMS and claiming compensation as per the laws.
- 9. The bid shall be valid and open for acceptance of the Competent Authority for a period of 180 days from the date of opening of the tenders and no request for any variation in quoted rates and / withdrawal of tender on any ground by successful bidder(s) shall be entertained.
- 10. 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. After evaluation, the work shall be awarded normally to the Agency fulfilling all the eligibility conditions and who has quoted the lowest rate of service charge (inclusive for all categories) after complying with the all the Acts/ provisions stated/referred to for adherence in the tender. The service charge to be quoted should be more than 2.06% (TDS-IT@2%, @0.02%-Primary education cess &@ 0.01%-Higher education cess) of the consolidated wage and maximum two digits after decimal points is to be taken for evaluation. The service charge is also to be at Percentage common to all categories. The Bidder has to comply all the provisions of the labour laws and all other applicable rules/regulation/laws. The contract will be awarded to the bidder who has quoted the lowest service charge in compliance of all tender conditions. In case two or more agencies are found to have quoted the same rates of service charge which is termed as the lowest service charge, the lowest bidder, amongst them will be decided based on the highest value of gross income of the bidder as depicted in the IT Returns during the year 2013-2014, 2014-2015, 2015-2016 and Audited Financial Statement. Accordingly bidders have to enclose self-attested copies of IT Returns and Audited Financial statements along with their Technical bid.

- 12. AIIMS, Raipur will be at the discretion to decide to whom the contract will be awarded as per the terms and conditions of this tender. Competent authority reserves the right to award the tender in the ratio of 70:30 to Lowest 1 and lowest to 2 at the rate of Lowest 1, if Lowest 2 gives its consent for the same. Such decision by the authority shall be final.
- 13. 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.
- 14. 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.
- 15. 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.
- 16. 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.
- 17. 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.

- 18. 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.
- 19. 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.
- 20. In case of termination of this contract on its expiry or otherwise, the persons deployed by the service providing Agency shall not be entitled to and will have no claim, for any absorption nor for any relaxation for absorption in the regular/ other capacity at the Institute.
- 21. The tenderer will be bound by the details furnished by it to this Institute, while submitting the tender or at subsequent stage. In case, any of such documents furnished by it is found to be false at any stage, it would be deemed to be a breach of terms of contract making it liable for legal action besides termination of contract and forfeiture of the performance security.
- 22. The Agency shall ensure fulfilment of qualifications (academic/professional), skills, experience, age limit and other engagement conditions as mentioned in this tender document in respect of his workers to be engaged at AIIMS, Raipur under the scope of this contract. The essential qualification /experience are indicative in nature. However, at the time of engagement these aspects shall be decided as per AIIMS, rule or AIIMS, Raipur may ask the Agency to engage any other category of personnel having prescribed qualification & experience at latter date after award of contract. The Agency will get their antecedents, identity proof, character and conduct and medical health suitability verified from the competent agency as per the law and agency will be responsible for their conduct. The agency will pay the compensation, if any loss is caused by the workers as engaged by him while working at AIIMS, Raipur the amount of the compensation as decided by the AIIMS, Raipur will be final and agency will accept the same and AIIMS RAIPUR will extend no financial or any other benefit in this regard.

- 23. The full particulars of the personnel to be deployed by the Agency including their names, addresses and identity proof shall be furnished to the 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.
- 24. The Agency shall not deploy or shall discontinue deploying the person(s), unless asked for by the Sr. Administrative Officer, at any time without assigning any reason whatsoever. In case the authorized official of AIIMS Raipur intimate to disengage or replace any workers, the agency will comply the same immediately.
- 25. The personnel shall work under directives and guidance of the concerned officials/Departments and will be answerable to them. This will, however, not diminish in any way, the Agency's responsibility under the contract to AIIMS, Raipur. Attendance Register shall be maintained in respective Departments/Offices, copy of which shall be enclosed along with the monthly bill by the Agency. In case the AIIMS Raipur Authority introduces Bio- metric attendance for these workers as engaged by the agency, the workers of the agency have to follow the same. The agency will make available the attendance registers as maintained by him for cross checking by the AIIMS Raipur Authority.
- 26.A senior level representative of the Agency shall visit AIIMS, Raipur at least once-a- day/as and when required and comply the requirement. During the visit, Agency's representative will meet the Sr. Administrative Officer, AIIMS, Raipur/officer dealing with the contract for mutual feedback regarding the work performed by his personnel and removal of deficiencies, if any, observed in their working. The responsibility of transportation, food and other essential requirements in respect of each deployed personnel will be solely with the agency. The Agency will strictly ensure that any sensitive / confidential nature of information related to the AIIMS, Raipur is not divulged or disclosed to any person by the personnel deployed by it.

- 27. The Agency shall ensure that any replacement of the personnel, as required by the Sr. Administrative Officer, AIIMS, Raipur for any reason specified or otherwise, shall be effected promptly without any additional cost to the AIIMS, Raipur. If the agency wishes to replace any of the personnel, the same shall be done with prior concurrence of AIIMS, Raipur at Agency's own cost.
- 28. 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.
- 29. The Agency shall provide reasonably good uniform to its personnel deployed at AIIMS, Raipur at its own cost.
- 30. The Agency shall ensure that the personnel deployed by it are disciplined and do not participate in any activity prejudicial to the interest of the AIIMS, Raipur/ MoH&FW / Govt. of India / any State or any Union Territory.
- 31. The day-to-day functioning of the services shall be carried out in consultation with 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.
- 32. 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 in settlement of its bill by the Administrative Department, at AIIMS, Raipur for whatever reason and without deducting any commission except PF & ESI from the wages paid by the AIIMS, Raipur. The agency is required to pay the monthly wages to its workers as engaged through online/net banking only directly to the saving bank accounts of all the workers and a certified.

<u>Printout of the banking transaction is to be submitted to the AIIMS</u> along with the monthly wage bill for payment.

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
- 33. 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.
- 34. 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.
- 35. 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.
- 36. 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.

- 37. 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.
- 38. The Agency shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this contract to any other Agency without the prior written consent of this Institute.
- 39. 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.
- 40. In case of any dispute between the Agency and AIIMS, Raipur, the AIIMS, Raipur shall have the right to decide. However all matters of jurisdiction shall be under the jurisdiction of the local courts located at Raipur.
- 41. In case of any dispute or differences arising under the terms of this Agreement the same shall be settled by reference to arbitration by a Sole Arbitrator to be appointed by AIIMS, Raipur. The provisions of Arbitration and Conciliation Act 1996 shall be applicable.
- 42. Any violation of instructions/agreement or suppression of facts will attract cancellation of agreement without any reference and forfeiture of the security deposit amount EMD on Performance Security.
- 43. An agreement shall be signed with the successful bidder as per specimen enclosed.
- 44. Service Tax will not be paid by the AIIMS, Raipur as the same is not admissible under the rules. Service tax may be applicable as per Govt. of India notification. At present AIIMS, Raipur exempted from service tax.

Monthly bills are submitted on triplicate copies and shall attached EPF & ESI deposit slip and challan & monthly wages Bank statement. Any other related documents will have to be submitted before the competent Authority of AIIMS, Raipur

- 45. All the copies of the documents as enclosed with the Technical Bid and Price Bids are to be self-attested.
- 46. **Note:** These terms and conditions are part of the Contract/Agreement as indicated in the Agreement between **'Client'** (**First Part**) and the **'Agency'** (**Second Part**) and any non-compliance shall be deemed as breach of Contract.

TECHNICAL BID

Schedule-I

(In Separate sealed cover-I super scribed "Technical Bid")

1. Name & Address of the							
Tenderer Organization/ Agency							
with phone number, email and							
		•	hone/mobile				
		mber of contact	person. (On				
		tter Head)					
2. Experience of minimum 73 lakh in experience (Attach certificates, to nature, approximate magnitude a along with a certificate from the format).			certificates, te e magnitude a	stimonials). and duratior	This shall cover carried out and	the details of w d/or on hand fo	orks of similar or last 3 Years
	SI.	Name of	From	То	Details of	Total	Reason for
	No.	Organization			work done	contract	Termination
		with complete address &			/ Experience	Amount (in	
		Telephone nos.				Rs.)	
		to whom				With clear	
		Services				documentary	
		provided				evidence.	
•		1 2 22 22 22					
indicating details of manageri supervisory and other staff, also indicate the number of muster roll staff available for performing this service: (a) Is the agency registered with the Government; please give details we			indicate vailable ith the				
document/evidence. (b) Do you have Labour license. Please provide details and attach a copy. © Undertaking in letter head of the Agency confirming the availability of the adequate manpower of requisite qualification and experience for deployment in AIIMS, Raipur							

4. Please give following details and attach proof there to	
proor there to	
EPF No: ESI	
Code:	
5. Are you registered under service Tax	
Act? If yes, please mention Service Tax	
Registration No. and attach proof there to.	
6. PAN No. (Please attach attested copy)	
7. License No. (Please attach attested	
copy of Licence issued by Regional	
Labour Commission, GOI).	
13. Please attach copies of return of	
Income Tax for last three financial years	
(2013-2014, 2014-2015, 2015- 2016)	
13. Please attach Annual Accounts	
balance sheet & P/L Accountant) of the	
agency, duly certified by Chartered	
Accountant with postal address for last	
three (3) Financial years. (2013-2014,	
2014-2015, 2015- 2016). Average Annual	
Turnover of bidder in the last three year must	
not be ness than minimum of ₹ 2.20 Cr.	
13. Acceptance of terms & conditions	
attached (Yes/No). Please sign each	
page of terms and conditions as token of	
acceptance and submit as part of tender document.	
11. Power of Attorney/Authorization for signing	
the Bid documents (in case it is not a	
Proprietorship Firm)	
12. License RLC of Chhattisgarh, if not	
undertaking obtain it within 30 days from	
the date of award.	
13. Please submit an affidavit executed	
before the Magistrate or Notary that: (a) No	
case is pending with the police/court	
against the Proprietor/firm/partner/	
Director/MD or the Company (Agency). In addition to the undertaking,	
•	
(b) The Firm has not been blacklisted by any Government/ Semi Govt./PSU/	
Government, Senii Govt./PSU/	

	Autonomous Organisation or the	
	Organisation to whom service has been	
	rendered by the Agency.	
14	Please mention details of the	
	DD/FDR/BG of Rs.4,36,300/- towards bid	
	security (EMD)	
15	5. DD of Rs. 5,725/- towards Tender Fee like	
	DD No. & Date, Drawn on Bank:	

Educational Qualification & Age Limit for Hospital Attendants

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

Declaration by the Tenderer:

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to be abide by them. **Enclosure:** DD No.

- i) Tender Fee of ₹ 5,725/-
- ii) DD/BG EMD of ₹ 4,36,300/-

Terms & Conditions (each page must be signed and sealed)

Place:	
Date:	
	Name:
	Address:
	Phone No.:
	Fax No.:

Annexure-A

Schedule-II

FINANCIAL BID

For Providing Hospital Attendants on Job outsourcing basis to the All India Institute of Medical Sciences, Raipur (Chhattisgarh) – 492099

Name of tendering l	Manpower Service Provider:-	

Sr. No.	Name of the post	Consolidated amount per month per post inclusive of statutory charges	Service Charge (to be quoted by service provider to be paid on consolidated amount per month) to be quoted by service provided @% of column No C (*)			
A	В	С	D			
	Hospital					
	Attendants					
		₹ 17,150.00	In figure: %			
			In word:			

(*) annexure B should fill by bidder and submit with the financial bid without fail otherwise offer will summarily reject.

- D is a column where service provider agency has to fill that how much % of consolidated amount per month he will charge every month against each post which should be more than 2.06%, of the column – C. The lowest bidder will only be determined on the basis of service charge only.
- TDS will be deducted as per Govt. norms.

Enclosure to Schedule –II (Financial Bid) (Showing Details of Job Outsourced)

The indicative rated of remuneration for each category have been worked out by the institute and indicated against each job. The Vendor has to quoted 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:-

Sr. No.	Description	No. of Posts	Maximum Consolidated Contractual amount per month per post inclusive of all statutory obligation.
1.	Hospital Attendants	106	₹ 17,150.00

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/essential qualification/scope of work and consolidated remuneration etc. besides classifying it whether to include it under the category of Hospital services or remaining services. Any other duty can also be assigned to above mentioned post by the institute.

The essential qualification for the above category, 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:

Annexure - B

Sr. No.	Category	No. of Posts	Consolidate d Maximum Package (A)	Basic Pay	EPF (12+12+ 0.05+0.85 +0.01 = 25.36%)		ST@ 14.5% (currently exempted in AIIMS, Raipur)	Net Amount A-(C+D)	Service charge as quoted by bidder (in % of column A) in ₹	Take Home remuneration of the employee = (Net amount - Service Charge)
			A	В	С	D	E	F	G	H = (F - G)
1	Hospital Attendants	106	₹ 17.150.00	₹ 7,000.00	₹ 1,775.00	₹ 455.00		₹ 14,920.00		

- Column "G" must be filled by bidder as per % quoted in column "D" of annexure A (Financial Bid)
- Column "H" (Take remuneration must be filled by bidder).

(To be made on Rs 100.00 Non Judicial Stamp Paper) <u>DRAFT AGREEMENT</u> <u>FORMAT</u>

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) havinf its	(Second Party) havinf 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 from 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.
- 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 Rs.21,81,500/- or 10% of the Annual Contract Value, whichever is higher in the form of 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. No Service Tax will be paid by AIIMS, Raipur. 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 seventeen and shall be valid for one years, extendable for another one year on mutually agreeable conditions, subject to satisfactory performance.

This Day of _____**2017** 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'	For and on behalf of the 'AIIMS,
Signature of the authorized Official	Raipur Signature of the authorized Official
Name of the Official	Name of the Official
Stamp / Seal of the 'Supplier'	
SIGNED, SEALED AND DELIVERED	By the said
By the said(Name)	(Name)
on behalf of the Supplier' in presence of	on behalf of the 'AIIMS, Raipur in presence of
Witness	Witness
Name	Name
Address	Address