

अखिल भारतीय आयुर्विज्ञान संस्थान, रायपुर (छत्तीसगढ़) All India Institute of Medical Sciences, Raipur (Chhattisgarh) Tatibandh, GE Road, Raipur-492099 (CG) www.aiimsraipur.edu.in

(2nd call) TENDER DOCUMENT FOR OUTSOURCING FOR HOSPITAL ATTENDANTS AT

ALL INDIA INSTITUTE OF MEDICAL SCIENCES, RAIPUR (CG)

Sr. No	DME Stage	Start Date & Time
1.	NIT No.	Store/Tender /Hospital Attendant /1 / 2015
2.	NIT issue date	22-06-2015
3.	Pre-bid Meeting	07-07-2015 at 03:30 PM Venue : Committee Hall, 1 st floor, Medical College Building, AIIMS, Tatibandh, Raipur-492099
4.	Last Date of submission	21-07-2015 at 03:00 PM
5.	Open EMD & Technical bid	 21-07-2015 at 03:30 PM Venue: Store Officer, Medical College Building, 2nd floor, AIIMS, Tatibandh, Raipur-492099
6.	Tender document cost	₹5700/- (Document Cost ₹5000/-+ VAT@14% ₹700/-)
7.	EMD Amount	₹2,16,000/- (Rupees Two Lakh Sixteen Thousand Only)



All India Institute of Medical Sciences, Raipur

G.E. Road, Tatibandh, Raipur – 492099, Chhattisgarh Tele: 0771- 2971307, email: <u>store@aiimsraipur.edu.in</u> Website: **www.aiimsraipur.edu.in**

ALL INDIAL INSTITUTE OF MEDICAL SCIENCES RAIPUR (CG)

Date: 22-06-2015

Tender Notice for award of contract for providing of services of Hospital Attendant for a period of one year

On behalf of the Director, All India Institute of Medical Sciences, Raipur tenders in sealed cover are invited under <u>two-bid</u> system from reputed manpower agencies/service providers to provide the services of **60** (Sixty) nos. of **Hospital Attendants** for AIIMS College & Hospital establishment for a period of one year w.e.f. <u>the date of execution of agreement</u> through a suitable placement agency on contract basis to work in different Operation Theatres, Duty Rooms, Dressing Room, Casualty, Out Patient Department, Labour Room Offices etc. Preference will be given to the Local Tenderers to provide personnel's having previous experience for working in Medical College & Hospital in the exigency of Patient care and Public service.

The details information for outsourcing the service of aforesaid posts has been available in the Tender Document which may be downloaded from the website <u>www.aiimsraipur.edu.in</u> or <u>www.tender.gov.in</u> with payment of **₹5700/-** (**Rupees Five thousand Seven Hundred**) only. The last date and time for submission of Tender document is **21-07-2015** (date) by 3:00 PM

The undersigned reserves the rights for cancellation of the Tender at any time without assigning any reason thereof.

> Store Officer AIIMS, Raipur (C.G.)

TERMS & CONDITIONS

GENERAL

- 1. The agreement shall commence from <u>the date of execution of agreement</u> and shall continue till **one year** unless it is curtailed or terminated by the authority owing to deficiency of service, Sub-standard quality of manpower deployed, breach of contract etc or charge in requirements.
- 2. The agreement shall automatically expire on **completion of one year of date of agreement** unless extended further by the mutual consent of the Manpower Service Provider and the Authority.
- 3. The Manpower Service Provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this Agreement to any other agency or organization by whatever name be called at any circumstances.
- 4. The AIIMS , Hospital at present has requirement of **60** (Sixty) Hospital **Attendant** for AIIMS and initial establishment. Preference shall be given for Hospital Attendants having working experience in the Medical College & Hospital establishment. The requirement of the Organization may further increase or decrease, during the period of contract also and the tenderer would have to provide additional or reduced manpower services, if required, on the same terms and conditions. Final selection will be done by a designated committee with the approval of Director, AIIMS. Reservation policy as prescribed by Central Govt. On this regard will be followed.
- 5. The Manpower Service Provider will be bound by the details furnished by it to the Authority while submitting the tender or at subsequent stage if required. In case, any such document furnished by it is found to be false at any stage, it would be deemed to be a breach of terms of Agreement making it liable for legal action besides termination of the Agreement.
- 6. The Authority reserves the right to terminate the Agreement after giving 60 days notice to the Manpower Service Provider without assigning any reason thereof.
- 7. The persons deployed shall be required to work as per the decision of the Medical Superintendent AIIMS as the case may be. In case, the person deployed remains absent on a particular day or comes late / leaves early on three occasions, proportionate deduction from the remuneration for one day will be made. The Hospital Attendants deployed to the Medical College & Hospital shall be asked to work in three shifts including public Holidays in the exigency of patient care for which no extra remuneration will be provided for the purpose. The Service Provider shall ensure that the persons deployed by him shall have to work in three shifts (6A.M to 2 P.M, 2 P.M to 10 P.m & 10 P.M to 6 A.M) as per the direction of the Medical Superintendent. The Service Provider shall provide contracted number of workers every day without any form of disruption

observing all Labour Law provisions. The Manpower Service Provider shall nominate a coordinator who shall be responsible for immediate interaction with the Department so that optimal service of the persons deployed could be availed without any disruption.

- 8. The entire financial liability in respect of manpower services deployed in the AIIMS and Hospital establishment shall be that of the Manpower Service Provider and the Department or Office concerned will in no way be liable. It will be the responsibility of the Manpower Service Provider to pay take home remuneration to the person deployed a sum not less than the minimum ₹4750/- (Four thousand seven hundred fifty) in the financial bid and adduce such evidence as may be required by the Authority// Office concerned through cheque or transfer credit to the account of the Hospital Attendant and produce evidence to that effect in the office.
- 9. For all intents and purposes, the Manpower Service Provider shall be the Employer" within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Manpower Service Provider shall not have any claim whatsoever like employer and employee relationship against the office of the Director, All India Institute of Medical Science Raipur (C.G.).
- 10. The Manpower Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The Authority shall, in no way, be responsible for settlement of such issues whatsoever. In case the grievances of the deployed person are not attended to by the Manpower Service Provider the deployed person can place their grievance before a Joint Committee consisting of a representative of the Authority//Office concerned and an Authorized representative of the Manpower Service Provider.
- 11. The Department shall not be responsible for any loss or any injury to any person deployed by the Manpower Service Provider in the course of their performing the functions / duties, or for payment towards any compensation.
- 12. The persons deployed by the Manpower Service Provider shall not claim nor shall be entitled to pay, perks and other facilities as admissible to regular / confirmed employees during the currency or after expiry of the Agreement.
- 13. In case of termination of this Agreement on its expiry or otherwise, the persons deployed by the Manpower Service Provider shall not be entitled to and shall have no claim for any absorption in regular or other capacity.
- 14. The person deployed shall not claim any benefit or compensation or absorption or regularization of deployment with office under the provider of rules and Acts. Undertaking from the person deployed to this effect shall be required to be submitted by the Manpower Service Provider.
- 15. The Manpower Service Provider must be registered with the concerned Govt. Authorities, i.e. Labour Commissioner, Provident Fund Authorities, Employees

State Insurance Corporation etc., and a copy of the registration should be submitted. The Manpower Service Provider shall comply with all the legal requirements for obtaining License under Contract Labour (Regulations and Abolition) Act, 1970 if any, at his own part and cost.*

- 16. The Manpower Service Provider shall provide a substitute well in advance, if there occurs any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Manpower Service Provider. The Manpower Service Provider shall be responsible for contributions towards Provident Fund and Employees State Insurance, wherever applicable.
- 17. The persons deployed by the Manpower Service Provider should have good police records and no criminal case should be pending against them.
- 18. The persons deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote goodwill and enhance the image of the Institution or office concerned. The Manpower Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.
- 19. The persons so deployed shall be of uniform of **"White Colour"** with logo during the working hours which is mandatory. The cost of the Uniform & Identity Card is to be borne by the service provider and the authority is no way concerned for the above purpose. The identity card should jointly signed by both the authority & service provider. The colour of the uniform may change as per the decision of Director AIIMS, Raipur.

LEGAL

- 20. The persons deployed shall, during the course of their work be privy to certain qualified documents and information which they are not suppose to divulge to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make the Manpower Service Provider as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract.
- 21. The Manpower Service Provider shall be responsible for compliance of all statutory provisions relating to minimum wages payable to different types of worker in respect of the persons deployed by it in the Department or office concerned. The Department or office concerned shall have no liability in this regard.
- 22. The Service provider will have to submit a certificate from the competent authorities/ Police department of not having any criminal record.
- 23. The bidder has to submit an affidavit sworn before the Executive Magistrate to the effect that neither the owner/proprietor of service provider have been blacklisted by any organization or are defaulters of any tax liability.

- 24. The Manpower Service Provider shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to the Department or office concerned to the concerned tax collection authorities, from time to time, as per the rules and regulations in the matter,. Attested / Xerox copies of such documents shall be furnished to the Department or office concerned.
- 25. The Manpower Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of the Department or office concerned or any other authority under Law.
- 26. The Tax deduction at Source (T.D.S.) shall be done as per the provisions of Income Tax Act/Rules, as amended, from time to time and a certificate to this effect shall be provided by the Department or office concerned.
- 27. In case the Manpower Service Provider fails to comply with any liability under appropriate law and as a result thereof, the Department or the office concerned is put to any loss / obligation, monetary or otherwise, the Department or the office concerned will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Manpower Service Provider, to the extent of the loss or obligation in monetary terms.
- 28. The Agreement is liable to be terminated because of non-performance, deviation of terms and conditions of contract, non-payment of remuneration of employed persons and non-payment of statutory dues. The Department or Office concerned will have no liability towards non-payment of remuneration to the persons employed by the Manpower Service Provider and the outstanding statutory dues of the service provider to statutory authorities. If any loss or damage is caused to the Department or Office concerned by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.

PENALTY

29. In case of deficiencies in providing quality service, the authority will have the right to impose penalty as per decision of the Committee which shall be deducted from the monthly bill.

FINANCIAL

- 30. The Technical Bid should be accompanied with an Earnest Money deposit (EMD), refundable without interest, of ₹2,16,000/- (Rupees Two lakh Sixteen Thousand) only in the form of Demand Draft / Pay Order drawn in favour of Director, All India Institute of Medical Sciences Raipur (C.G.). 492099- failing which the tender shall be rejected out rightly
- 31. The Earnest Money Deposit in respect of the agencies which do not qualify the Technical Bid (First Stage) / Financial Bid (Second competitive stage) shall be returned to them without any interest. In case of successful tenderer if the

agency fails to deploy the required manpower against the initial requirement within 30 days from date of placing the order the EMD shall stand forfeited without giving any further notice.

- 32. The successful tender will have to deposit a Performance Security Deposit of **₹7,20,000/-(Rupees Seven lakhs Twenty Thousand only)** in the form of Bank Guarantee / FDR from only Sehedule Bank Guarantee from only Sehedule Bank drawn in favour of the Authority covering the period of contract. In case, the contract is further extended beyond the initial period, the Bank guarantee will have to be accordingly renewed by the successful tender The amount of performance security deposit is to be determined by the Authority taking into account the contractual obligation of the manpower service provider.
- 33. In case of breach of any terms and conditions attached to this agreement, the Performance Security Deposit of the Manpower Service Provider shall be liable to be forfeited besides annulment of the Agreement.
- 34. The Manpower Service Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by the Department or Office concerned in respect of the persons deployed and submit the same to the prescribed authority in the first week of the succeeding month. The Service provider shall deposit the monthly remuneration in the respective bank account of the Hospital Attendants and shall furnish a consolidated statement of such deposit along with his claim of reimbursement. As far as possible the payment will be released by the second week of the succeeding month
- 35. The claims in bills regarding Employees State Insurance, Provident Fund, and Service Tax etc. should be necessarily accompanied with documentary proof pertaining to the concerned bill month. A requisite portion of the bill or whole of the bill amount shall be held up till such proof is furnished, at the discretion of the Department or Office concerned.
- 36. The amount of penalty calculated @₹100 per day on account of delay, if any, in providing a suitable substitute for the period beyond three working days by the Manpower Service Provider shall be deducted from its monthly bills in the succeeding month.
- 37. In the event of any dispute arising in respect of the clauses of the agreement the same shall be resolved through negotiation. Alternatively the dispute shall be referred to the next higher authority or controlling officer for his decision and the same shall be binding on all parties.
- 38. All disputes shall be under the jurisdiction of the court at the place where the headquarters of the authority, who has executed the agreement, is located.
- 39. The successful bidder will enter into an agreement with AIIMS Raipur for supply of suitable and qualified manpower as per requirement of AIIMS Raipur on the

above terms and conditions.

Now this agreement witnesses as below: -

- 1. That the Annexure containing the Terms and Conditions shall be deemed to form and to be read and construed as part of this agreement.
- 2. That in consideration of the payment to be made by the "Authority" to the "Manpower Service Provider", the "Manpower Service Provider" hereby agrees with the "Authority" to provide personnel to be engaged as "Hospital Attendant" in the All India Institute of Medical Sciences Raipur (C.G.). (name of the Department/Office) in conformity with the provisions of the Terms and Conditions.
- 3. That the "Authority" hereby further agrees to pay the "Manpower Service Provider" the contract price at the time and in the manner prescribed in the said Terms and Conditions.
- 4. That in the event of any dispute that may arise it shall be settled as per the Terms and Conditions of the contract.
- 5. That this agreement is valid upto **one year**.

IN WITNESS WHEREOF the parties have caused their respective common seals to be here unto set their respective hands and seals on the day and year first written above.

Signature of the officer/person authorized to sign on behalf of Manpower Service Provider

Witnoss

Signature of the Authority An officer acting in the premises for and on behalf of the AIIMS, Raipur (CG)

In the presence of witness:-

1. Name:	1. Name:
Address:	Address:
2. Name:	2. Name:
Address:	Address:

AGREEMENT

This Agreement is made on this _____ day of Between the Governor of Orissa represented by _____ herein-after referred to as the "Authority" which expression shall, where the context so requires or admits, also include its successors or assignees of the one part;

And

M/s_____re presented by Sri_____here-in-after called the "Manpower Service Provider which expression shall, where the context so requires or admits, also include its successors or assignees of the other part.

Whereas, the "Authority" desires that the services "_____" are required in_____ Department/Office;

And whereas the Manpower Service Provider" has offered its willingness to the same in conformity with the Provisions of the agreement;

And whereas the "Authority" has finalized the rate as per the terms and conditions of the agreement to the "Manpower Service Provider".

SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS

- The Office of the Director, All India Institute of Medical Sciences, Raipur (C.G.) – 492099 requires the services of reputed, well established and financial sound Manpower Service Providers to provide services of Hospital Attendants on contract basis for day to day work at AIIMS Hospital establishment.
- 2. The contract for providing the aforesaid manpower is likely to commence from **date of execution of agreement** and would continue till completion of **one year from the date of agreement**. The period of the contract may be further extended provided the requirement of the Department for manpower persists at that time or may be curtailed/ terminated **before completion of one year from the date of agreement** owing to deficiency in service or substandard quality of manpower deployed by the selected Service Provider or because of change in the Department's requirements. The Department, however, reserves right to terminate this initial contract at any time after giving two months notice to the selected Service Provider.
- 3. The Department has tentative requirement of 60 (Sixty) number of skilled Hospital Attendant for Hospital establishment. The requirements may increase/decrease in any/ all the categories.
- The estimated cost of the contract is ₹72,00,000/- (Rupees Seventy Two Lakh only) approximately per annum.
- 5. The interested Manpower Service Providers may submit the tender document complete in all respects along with Earnest Money Deposit (EMD) of ₹2,16,000/- (Rupees Two lakh Sixteen Thousand) only in the form of Demand Draft / Pay Order drawn in favour of Director, All India Institute of Medical Sciences, Raipur (C.G.) and other requisite documents by 21-07-2015 up-to 3.00 PM at the Office of the Director, All India Institute of Medical Sciences, Raipur (C.G.) 492099 by Regd/Speed post only. The various crucial dates relating to "Tender for

Providing Manpower Services to the Office of the Director, **All India Institute of Medical Sciences, Raipur (C.G.)**" are cited as under:

- 6. The tender has been invited under two bid system i.e. Technical Bid and Financial Bid. The interested agencies are advised to submit two separate sealed envelopes super scribing "Technical Bid for Providing Manpower Services to the Office of the Director" and "Financial bid for providing Manpower Services to the Office of the Director". Both sealed envelopes should be kept in a third sealed envelope super scribing "Tender for Providing Manpower Services to the Office of the Director".
- 7. The Earnest Money Deposit (EMD) of ₹2,16,000/- (Rupees Two lakh Sixteen Thousand) only , refundable (without interest), should be necessarily accompanied with the Technical Bid of the service provider in the form of Demand Draft/ Pay Order drawn in favour of the Office of the Director, AIIMS , Raipur (C.G.) – 492099 failing which the tender shall be rejected summarily.
- 8. The successful tenderer will have to deposit a Performance Security Deposit of ₹7,20,000/-/ (Rupees Seven Lakh Twenty Thousand only) in the form of Bank Guarantee / FDR from any Sehedule Bank drawn in favour of Director, AIIMS, Raipur (C.G.) -492099 covering the period of contract. In case, the contract is further extended beyond the initial period, the Bank Guarantee will have to be accordingly renewed by the successful tenderer. Validity period of PBG 20 months from the date of contract.
- 9. The tendering Manpower Service providers are required to enclose photocopies of the following documents (duly attested by Gazetted Officers of the State Governments/Central Government), along with the Technical Bid, failing which their bids shall be summarily/ out rightly rejected and will not be considered any further:
 - a) Registration certificate of the applicant organization;
 - b) Copy of PAN / GIR card;
 - c) Copy of the IT return filed for the last three financial years;

- d) Copies of EPF and ESI certificates;
- e) Copy of the Service Tax Registration Certificate;
- f) Certified extracts of the Bank Account containing transactions during last three year
- g) Proof of fixed/ movable assets to establish the credibility/viability of the organization to pay salary to staff for 3 months without waiting for Government Allotment.
- h) Copies of Balance Sheet audited / prepared by the Charted Accountant.
- 10. The conditional bids shall not be considered and will be out rightly rejected in very first instance.
- 11. 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, the cuttings, if any, in the Technical Bid Application must be initialled by the person authorized to sign the tender bids.
- 12. The Technical bids shall be opened on the scheduled date and time at 3:30 P.M on 21-07-2015, in the Committee Hall, 1st floor, Medical College Building, AIIMS, Raipur (C.G.) 492099, in the presence of the representatives of the Manpower Service Providers, if any, who wish to be present on the spot at that time.
- 13. The Financial Bid of only those tenderers will be opened whose Technical bids are found in order. The Financial bids shall be opened informed date in the office room of Director, AIIMS, Raipur (C.G.) 492099, in the presence of the representative of the Manpower Service Providers, if any, who wish to be present on the spot at that time.
- 14. The Competent Authority of the Office of the Director reserves the right to annul all bids without assigning any reason.

TECHNICAL REQUIREMENTS FOR THE TENDERING MANPOWER SERVICE PROVIDER.

- 1. The tendering manpower service provider should fulfil the following technical specifications:
 - a) The registered office or one of the branch offices of the manpower service provider should be located within the jurisdiction Raipur. If at the time of bidding such office at Raipur is not available, the successful bidder must open his office within 15 days work order issued.
 - b) They should be registered with the appropriate registration authority;
 - c) They should have at least '**three years**' experience in providing manpower to Government Departments, Public Sector Companies/ Banks, etc;
 - d) They should have their own Bank Account;
 - e) They should be registered with income Tax and Service Tax departments;
 - f) They should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts.
 - g) They should have any other regulatory clearance (to be specified by the user Department) that may be required for providing manpower service.
 - h) Minimum turn-over requirement. Average turnover in the last there financial year should not be less than 25 lakh every year.
 - i) As a proof of technical capacity and competence the tenderer should have satisfactorily completed at least one work of nature similar to that of the respective tender costing not less than 16 lakh of the respective tender in the preceding 3 year.

TECHNICAL REQUIREMENTS FOR MANPOWER TO BE DEPLOYED

BY THE SUCCESSFUL MANPOWER SERVICE PROVIDER IN THE ALL INDIA INSTITUTE OF MEDICAL SCIENCES, RAIPUR (C.G.) - 492099

- 1. She/he should be above 18 years of age and not exceeding 50 year
- The Minimum Educational Qualification for Hospital Attendant will be 8th pass.
- 3. She/He should have a Experience Certificate from either Medical College/Hospital/ Registered Medical Practicener (MCI/SCI).

APPLICATION – TECHNICAL BID For Providing Manpower Services to the Office of the Director, AIIMS Raipur (C.G.) - 492099.

1.	. Name of Tendering Manpower Service Provider;								
2.	Details	of	Earnest	Money	Deposit:	D.D.	No		
	Date		of ₹		drawr	n on Bank			
3.		-	orietor/ ctor		:				
4.	Full Ac	ldress	of Registere	d:					_
			Tolophone	Ne					
			Telephone I FAX No.	NO.					
5.		ldress	E-mail Add		:				
			Telephone I	No.					
			FAX No.		:				
			E-mail Add	ress	:				
6.	Author	rised C	ohone no. Of office/persor Field Office	1	:				_
7.	Banker	of the r(Attao	Manpower ch certified c	Service	;				
	A/c for	the la	st Three yea Telephone I of Banker		:				
8.	PAN / C	IR No	. (Attach att	ested copy)	:_				
-	Service	Tax R	egistration N		:_				
	(Attach	(Attach attested copy)							

- 10. E.P.F. Registration No. (Attach attested copy)
- 11. E.S.I. Registration No. (Attach attested copy)
- 12. Financial turnover of the tendering Manpower Service Provider for the last 3 Financial Year

Financial Year	Amount (₹)	Remarks, if any
2011-12		
2012-13		
2013-14		

13. Additional information, if any: (Attach separate sheet if space provided is insufficient)

14. Give details of the major similar contracts handled by the tendering Manpower Service Provider during the last three years in the following format (if the space provided is insufficient, a separate sheet may be attached):

	Name of client	Manpower services provided		Amount of	Duration of contract	
S1. No.	address, telephone & Fax No.	Type of manpower provided	No.	contract (₹ Lacs)	From	То

15. Annual turnover of the organization/firm not less than 36 lakhs (Thirty Six lakhs) per annum.

	Additional information, if any
	(Attach separate sheet, if required)
Date:	

Signature of authorized person

Place:

Name: Seal:

DECLARATION

 ______ Son / Daughter / Wife of Sri ______ Proprietor / Director / authorized signatory of the Service Provider, mentioned above, am competent to sign this declaration and execute this tender document;

- 2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them;
- 3. The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / We, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Date:

Place:

Signature of authorized person Full Name: Seal:

APPLICATION – FINANCIAL BID

For Providing Hospital Attendants to the Office of the Director, All India Institute of Medical Sciences, Raipur (C.G.) – 492099

- 1. Name of tendering Manpower Service Provider:
- 2. Rate per person per month (8 hours per day) inclusive of all statutory liabilities, taxes, levies, cess etc:

S.	Name of	Consolidated	Monthly distribution of package				
No.	Man Power	maximum package	To be deposited by service provider into GOVT account, as per GOVT Norms Other	Service charge quoted by service provider	-	/ Labour deposit ESI	Take Home remunerati on of Employee
			Statutory dues if any				
	А	В	С	D	E	F	G
1	Hospital Attendant	10,000/- (Ten Thousand)	(as per norm) @ % of column No B	To be quoted by service provider . @ % of column No B	(As per Norms) @ % of column No B	(As per Norms) @ % of column No B	B – (D+E+ F+G)

- **D** is a column where service provider agency has to fill that how much % of consolidated maximum package he will charge every month against any post. This is basically a part of financial bid to be compared to decide L1
- **G** is a column, where the take home remuneration amount will be calculated as per mentioned formula, it should never be less than 4750/- per month for any of Employee.
- TDS will be deducted as per Govt. norms.

S.No.	Man Power Type	Maximum Package for post	Service provider chargesto be quoted by bidder, @ % of column No B	
	Α	В	С	
	Hospital Attendant	10,000/- (Ten Thousand)		

Table - 2 Financial Bid

- Minimum take home remuneration per person should be ₹4750/- for Hospital Attendant
- L-1 will be decided by Column C. Bidder quoting lowest in Column C will be treated L-1.

Signature of authorized person
Full Name:
Seal:

Place:

Date:

Notes:

- 1. The total rates quoted by the tendering agency should be inclusive of all statutory/taxation liabilities in force at the time of entering into the contract.
- 2. The payment shall be made on conclusion of the calendar month only on the basis of no. of working days for which duly has been performed by each manpower.

DOCUMENTS TO BE PROVIDED WITH THE TECHNICAL BID

- 1. Application Technical Bid;
- 2. Attested copy of registration of agency
- 3. Certified copy of the statement of bank account of agency for the last three years;
- 4. Attested copy of PAN / GIR Card;
- 5. Attested copy of the latest IT return filed by agency;
- 6. Attested copy of Service Tax registration certificate;
- 7. Attested copy of the P.F. registration letter / certificate;
- 8. Attested copy of the E.S.I. registration letter / certificate;
- 9. Certified documents in support of the Financial turnover of the agency;
- 10. Certified documents in support of entries in column 13 of Technical Bid application;
- 11. Copy of the terms and conditions at pages _____ In Tender Document with each page duly signed and sealed by the authorized signatory of the agency in token of their acceptance.

DOCUMENTS TO BE SUBMITTED BY THE SUCCESSFUL AGENCY BEFORE DEPLOYMENT OF MANPOWER.

- 1. List of Manpower shortlisted by agency for deployment in the Office of the Director, AIIMS, Raipur containing full details i.e. date of birth, cast and category (Gen./OBC/SC/ST) marital status, address, educational qualification etc.
- 2. Bio-data of all persons
- 3. Cast and category certificate and any other document considered relevant

<u>ANNEXURE</u> TERMS & CONDITIONS OF THE AGREEMENT

- 1. The agreement shall commence from **date of execution of agreement and shall continue till one year from the date of agreement** unless it is curtailed or terminated by the authority owing to deficiency of service, sub-standard quality of manpower deployed, breach of contract etc. or change in requirements.
- 2. The Agreement shall automatically expire on **completion of one year from the date of agreement** unless extended further by the mutual consent of the Manpower Service Provider and the Authority.
- 3. The Manpower Service Provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this Agreement to any other agency or organization by whatever name be called without the prior written consent of the Authority. The preference shall be given for Hospital Attendants having working experience in the Medical College & Hospital establishment
- 4. The Manpower Service Provider will be bound by the details furnished by it to the Authority 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 Agreement making it liable for legal action besides termination of the Agreement.
- 5. The Authority reserves the right to terminate the Agreement during initial period also after giving 60 days notice to the Manpower Service Provider.
- 6. The persons deployed shall be required to report for work under **Medical Superintendent AIIMS** Office of the **Director** or such other Officer as may have been kept in charge of the Office Establishment of the Office concerned. In case, the person deployed remains absent on a particular day or comes late / leaves early on three occasions, proportionate deduction from the remuneration for one day will be made.
- 7. The Hospital Attendants deployed to the Medical College & Hospital shall be asked to work in three shifts (6 AM TO 2 PM, 2PM to 10 PM & 10 PM to 6 AM) including public Holidays in the exigency of patient care for which no extra remuneration will be provided for the purpose.
- 8. The Manpower Service Provider shall nominate a coordinator who shall be responsible for immediate interaction with the Department so that optimal services of the persons deployed could be availed without any disruption.
- 9. The entire financial liability in respect of manpower services deployed in the Department or Office concerned shall be that of the Manpower Service Provider

and the Department or Office concerned will in no way be liable. It will be the responsibility of the Manpower Service Provider to pay to the person deployed a sum not less than the minimum rate quoted in the financial bid and adduce such evidence as may be required by the Department or Office concerned.

- 10. For all intents and purposes, the Manpower Service Provider shall be the "Employer" within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Manpower Service Provider shall not have any claim whatsoever like employer and employee relationship against the Department or Office concerned.
- 11. The Manpower Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The Department shall, in no way, be responsible for settlement of such issues whatsoever. In case the grievances of the deployed person are not attended to by the Manpower Service Provider the deployed person can place their grievance before a Joint Committee consisting of a representative of the Department or Office concerned and an Authorized representative of the Manpower Service Provider.
- 12. The Department shall not be responsible for any financial loss or any injury to any person deployed by the Manpower Service Provider in the course of their performing the functions/duties, or for payment towards any compensation.
- 13. The persons deployed by the Manpower Service Provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular / confirmed employees during the currency or after expiry of the Agreement.
- 14. In case of termination of this Agreement on its expiry or otherwise, the persons deployed by the Manpower Service Provider shall not be entitled to and shall have no claim for any absorption in regular or other capacity.
- 15. The person deployed shall not claim any benefit or compensation or absorption or regularization of deployment with office under the provision of rules and Acts. Undertaking from the person deployed to this effect shall be required to be submitted by the Manpower Service Provider.
- 16. The Manpower Service Provider must be registered with the concerned Govt. Authorities, i.e. Labour Commissioner, Provident Fund Authorities, Employees State Insurance Corporation etc., and a copy of the registration should be submitted. The Manpower Service Provider shall comply with all the legal requirements for obtaining License under Contract Labour (Regulations and Abolition) Act, 1970 if any, at his own part and cost, if required under the Act.
- 17. The Manpower Service Provider shall provide a substitute well in advance if there occurs any probability of the person leaving the job due to his/her own personal

reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Manpower Service Provider. The Manpower Service Provider shall be responsible for contributions towards Provident Fund and Employees State Insurance, wherever applicable.

- 18. The persons deployed by the Manpower Service Provider should have good police records and no criminal case should be pending against them.
- 19. The persons deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote goodwill and enhance the image of the Department or office concerned. The Manpower Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.
- 20. The persons deployed shall, during the course of their work be privy to certain qualified documents and information which they are not supposed to divulge to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make the Manpower Service Provider as well as the person deployed liable for penal action under the applicable laws besides. Action for breach of contract.
- 21. The Manpower Service Provider shall be responsible for compliance of all statutory provisions relating to minimum wages payable to different types of worker in respect of the persons deployed by it in the Department or office concerned. The Department or office concerned shall have no liability in this regard.
- 22. The Manpower Service Provider shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to the Department or office concerned to the concerned tax collection authorities, from time to time, as per the rules and regulations in the matter. Attested / Xerox copies of such documents shall be furnished to the Department or office concerned.
- 23. The Manpower Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of the Department or office concerned or any other authority under Law.
- 24. The Tax deduction at Source (T.D.S.) shall be done as per the provisions of Income Tax Act/ Rules, as amended, from time to time and a certificate to this effect shall be provided by the Department or office concerned.
- 25. In case, the Manpower Service Provider fails to comply with any liability under appropriate law, and as a result thereof, the Department or the office concerned is put to any loss / obligation, monetary or otherwise, the Department or the office concerned will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Manpower Service Provider, to the extent of the loss or obligation in monetary terms.

- 26. The Agreement is liable to be terminated because of non-performance, deviation of terms and conditions of contract, non-payment of remuneration of employed persons and non-payment of statutory dues. The Department or Office concerned will have no liability towards non-payment of remuneration to the persons employed by the Manpower Service Provider and the outstanding statutory dues of the service provider to statutory authorities. If any loss or damage is caused to the Department or Office concerned by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.
- 27. In case of breach of any terms and conditions attached to this agreement, the Performance Security Deposit of the Manpower Service Provider shall be liable to be forfeited besides annulment of the Agreement.
- 28. The Manpower Service Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by the Department Office concerned in respect of the persons deployed and submit the same to the prescribed authority in the first week of the succeeding month. As far as possible the payment will be released by the second week of the succeeding month.
- 29. The claims in bills regarding Employees State Insurance, Provident Fund, and Service Tax etc. should be necessarily accompanied with documentary proof pertaining to the concerned bill month. A requisite portion of the bill or whole of the bill amount shall be held up till such proof is furnished, at the discretion of the Department or Office concerned.
- 30. The amount of penalty calculated @ ₹100 per day on account of delay, if any, in providing a suitable substitute for the period beyond three working days by the Manpower Service Provider shall be deducted from its monthly bills in the succeeding month.
- 31. The Authority reserves the right to withdraw or relax any of the terms and condition mentioned above so as to overcome the problem encountered at a later stage.
- 32. In the event of any dispute arising in respect of the clauses of the agreement the same shall be resolved through negotiation. Alternatively the dispute shall be referred to the next higher authority or controlling officer for his decision and the same shall be binding on all parties.
- 33. All disputes shall be under the Jurisdiction of the Court situated at Raipur.

Store Officer AIIMS, Raipur (C.G.)

TENDER PROVIDING MANPOWER SERVICES TO All INDIA INSTITUTE OF MEDICAL SCIENCES RAIPUR (C.G.)

TENDER NOTICE NO. ADMIN/Tender/Hospital Attendant/1/2015 DT.22-06-2015

LAST DATE FOR SUBMISSION OF BID	:- 21-07-2015 BY 3:00 P.M
DATE OF OPENING OF TECHNICAL BID	:- 21-07-2015 AT 4:00 P.M

NAME OF THE BIDDER M/S.

Please put in the respective box

(TECHNICAL BID)

- 1. Earnest Money Deposit for ₹1 Lakhs
- 2. Registration Certificate of the Organisation. Under Labour Commissioner.
- 3. Copy of PAN/GIR Card
- 4. Copy of IT Return filed for last three F.Ys
- 5. Copy of EPF & ESI Registration certificate issued by competent authority.
- 6. Copy of Service Tax Regd. Certificate
- 7. Copy of Bank Account Statement during last 3 yrs
- 8. Document Proof of all fixed/ movable asserts
- 9. Copy of audit of accounts by a C/A Registered under SAG for last three year
- 10. Annual Turn Over of the organization

Page	Yes	No
Page	Yes	No

DOCUMENTS: SUBMITTED OR NOT



Yes	
Yes	
Yes	
Yes	

No	
No	
No	
No	

Page		Yes	

No

SIGNATURE OF THE BIDDER

Page

Seal & Sign of bidder