



अखिल भारतीय आयुर्विज्ञान संस्थान, रायपुर (छत्तीसगढ़)
All India Institute of Medical Sciences, Raipur (Chhattisgarh)
Tatibandh, GE Road,
Raipur-492099 (CG)
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**TENDER NOTICE FOR
SELECTION OF AGENCY FOR PROVIDING
MANPOWER
ON
JOB OUTSOURCING BASIS**

At

All India Institute of Medical Sciences, Raipur

NIT No. : Admin/Tender/Manpower/1/2013
NIT Issue Date : August 26, 2013
Pre-Bid Meeting : Sept 06, 2013 at 11:00 AM
Last Date of Submission : Sept 19, 2013 at 03:00 PM

TENDER NOTICE FOR
SELECTION OF AGENCY FOR PROVIDING MANPOWER ON
JOB OUTSOURCING BASIS

Tenders in sealed cover are invited under **two-bid** system from reputed, experienced and financially sound Manpower Agencies on behalf of the Director, All India Institute of Medical Sciences, Raipur, for providing manpower for All India Institute of Medical Sciences, Raipur.

The interested agencies are required to submit the technical bid (qualifying bid) and financial bid 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 Manpower on Job Outsourcing Basis at AIIMS, RAIPUR"** and should reach at the office of **"The Administrative Officer, AIIMS, Tatibandh Raipur - 492 099,** before 1500 hrs on or before **15th September, 2013.** The technical bids will be opened on the same day at 1600 hrs at AIIMS, Raipur. 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 appointed time.

The tender document containing eligibility criterion, scope of work, terms & conditions and draft agreement etc. can be downloaded from website www.tender.gov.in or www.aiimsraipur.edu.in. The tender document should enclose an additional DD for Rs 2,000.00 (non-refundable) in favour of **"AIIMS Raipur"**, payable at Raipur, along with their tender bid in the Cover-I "Technical Bid". The bid security (EMD) of Rs 10,00,000.00 (Rupees Ten Lakh only) should be paid by Demand Draft in favour of **"AIIMS Raipur"** payable at Raipur. The Tender Documents are not transferable. Tender submitted without cost of Tender form will be summarily rejected

Any future clarification and/or corrigendum(s) shall be notified through the website **Error! Hyperlink reference not valid.** of AIIMS, Raipur.

Administrative Officer

For and on behalf of Director,
AIIMS, Raipur

TECHNICAL BID

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

1. Name & Address of the Tenderer Organization/Agency with phone number, email and name and telephone/mobile number of contact person.						
2. Experience in the work of providing Manpower Services. Particulars of experience (Attach certificates, testimonials). This shall cover the details of works of similar nature, approximate magnitude and duration carried out and/or on hand for last 3 years along with a certificate from the organization where the job was carried out (In following format).						
S. No.	Name of Organization with complete address & Telephone nos.to whom services provided	From	To	Details of work done / Experience	Total contract Amount (in Rs.)	Reason for Termination
3. Details about your agency, clearly indicating details of managerial, 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 with document/evidence. (b) Do you have Labour license. Please provide details and attach a copy. (c) Undertaking of the Agency confirming the availability of the adequate manpower of requisite qualification and experience for deployment in AIIMS, RAIPUR.						
4. Are you covered by the Labour Legislations, such as, ESI, EPF, Gratuity Act etc.						

5. Please give EPF No: ESI Code: Gratuity Act Regn. No:	
6. Are you governed by minimum wages rules of the Govt of India, If yes, please give details.	
7. Please attach copies of return of Income Tax for last three years	
8. Please attach balance sheet of the agency, duly certified by Chartered Accountant for last three (3) years.	
9. PAN No. (Please attach attested copy)	
10. TIN No. (Please attach attested copy)	
11. Trade License No. (Please attach attested copy)	
12. Service Tax Registration No. (Please attach attested copy)	
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.	
14. Power of Attorney/authorization for signing the bid documents	
15. Please submit an undertaking that no case is pending with the police/court against the Proprietor/firm/partner or the Company (Agency). In addition to the undertaking, the firm shall produce certificate/verification from local police station. Indicate any convictions in the past against the Company/firm/partner.	

<p>16. Details of the DD of Rs.10,00,000/- towards bid security (EMD) and a DD of Rs. 2,000/- as</p> <p>Tender Fee. DD No.</p> <p>Date: Drawn on:</p>	
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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 abide by them.

Enclosure:

1. DD No. _____
2. Terms & Conditions (each page must be signed and sealed)
3. Financial Bid.

Place:

(Signature of Tenderer with seal)

Date:

Name:

Address

Phone No (O):

Fax No. (O):

E-mail:

FINANCIAL BID

For Providing Manpower Assistance 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. No.	Name of Man Power	Consolidated maximum package	Monthly distribution of package					
			To be deposited by service provider into GOVT account, as per GOVT Norms		Service charge quoted by service provider	Statuary / Labour related deposit		Take Home remuneration of Employee
			Service Tax	Other Statutory dues if any		EPF	ESI	
	A	B	C	D	E	F	G	H
1	(Name of the Post)		(as per norm) @ % of column No B	(as per norm) @ % of column No B	To be quoted by service provider . @ % of column No B	(As per Norm s) @ % of column No B	(As per Norm s) @ % of column No B	B – (C+D+E+ F+G)

- E is a column where service provider agency has to fill that how much % of consolidated maximum package he will charge every month against each post. This is basically a part of financial bid to be compared to decide L1.
- H is a column, where the take home remuneration amount will be calculated as per mentioned formula.
- TDS will be deducted as per Govt. norms.

Table - 2
Financial Bid

S.No.	Type of Man Power	Maximum Package for post mentioned	Service provider charges.-to be quoted by bidder, @ % of column No B
	A	B	C

- L-1 will be decided by Column C. Bidder quoting lowest in Column C will be treated L-1.
- %

Date:

Signature of authorized person

Full Name:

Place:

Seal:

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 has been performed by each manpower.

(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 Thirteen between the Director, All India Institute of Medical Sciences, Raipur, **acting through Administrative Officer, AIIMS, Raipur, having its office at AIIMS, Raipur-492 099** (*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 Part**.

Second Part

M/s, _____ 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 Part** . 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. 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.
2. 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.
3. Any violation of instruction / agreement or suppression of facts will attract cancellation of agreement without any reference or any notice period.
4. The contract can be terminated by giving one month notice on either side.
5. 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
6. Security Deposit amounting to Rs.50,00,000 (Rupees Fifty Lakhs only) 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.
7. The Agency shall be fully responsible for timely monthly payment of wages and any other dues to the personnel deployed at AIIMS, RAIPUR.
8. 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.
9. There would be no increase in rates payable to the Agency during the contract period except reimbursement of the statutory wages revised by the Central Govt.

10. The Agency also agrees to comply with annexed Terms and Conditions and amendments thereto from time to time.
11. Decision of Client in regard to interpretation of the Terms and Conditions and the Agreement shall be final and binding on the Agency.
12. 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 etc. of the Agency in respect thereof, which may arise.
13. 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 located at Raipur.
14. THIS AGREEMENT will take effect from _____ -Two thousand thirteen and shall be valid for one year.

Day of **IN WITNESS WHEREOF** both the parties here to have caused their respective commonseals 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 '**Agency**'

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

Signature of the authorized Official
Name of the Official

Signature of the authorized Official
Name of the Official

Stamp / Seal of the '**Agency**'

SIGNED, SEALED AND DELIVERED _____

By the said _____
_____(Name)

_____ on
behalf of '**Agency**' in presence of

Witness _____

Name _____

Address _____

By the said _____

_____(Name)

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

Witness _____

Name _____

Address _____

ANNEXURE SHOWING DETAILS OF JOB OUTSOURCED**A. Description of Job, Qualification required ,Number of post and Scope of Work:**

The indicative rates of remuneration for each category have been worked out by the Institute and indicated against each designation. The firms have to quote their administrative/service charges for deploying the required number of manpower. All statutory liabilities like EPF, ESI etc on account of this manpower will be borne by the Bidder. The Agency shall provide Manpower at AIIMS Raipur by deploying adequately trained and well- disciplined personnel having fair command on Hindi & English in respect of the following categories, brief description of the scope of work mentioned against each:-

S. No.	Description	Educational Qualifications	Scope of work	No. of Posts	Maximum Consolidated contractual amount per month per post Inclusive of all statutory obligation (in Rs.)
1	Lab Technician	-B.Sc in Medical Laboratory Technology(M.L.T) with atleast 2years of experience in testing of whole blood components or Diploma in Medical Laboratory Technology with 3 years experience in testing.	This role is responsible for performing qualitative and quantitative tests and examinations using various analysers and / or manual methods; assess accuracy and validity of the obtained test results. This role also identifies variations in results, analyses their probable causes and seeks solutions. This role also assists faculty in training laboratory personnel and students and resolves technical problems.	10	15500
2	Lab Attendants	12 th Pass with Science. 1 years of experience in any Government/autonomous Medical college/hospital.	This role maintains and cleans the work space, equipment /accessories, glassware; disposes laboratory waste into coloured bags for further disposal; performs work such as shifting of small equipment, accessories, samples, reagent bottles etc. as required; receive samples and assign laboratory identity marks; prepare vials if necessary	17	14500

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S. No.	Description	Educational Qualifications	Scope of work	No. of Posts	Maximum Consolidated contractual amount per month per post Inclusive of all statutory obligation (in Rs.)
3	Store Keeper cum Clerk	-Bachelor's degree from a recognized university or equivalent.	The position is responsible for managing the inventory effectively and ensure that the records of items issued, received and balance in store are updated; managing stores; issuing materials against	15	14000
4	Office/ Store Attendants	12 th Pass	Opening and Closing of the office. Will be on duty half an hour before the working hours of the office and leave half an hour after office hours. Will look-after of distribution of office dak & files of general nature among the officers/sections. Will do such other duties as may be allowed to him by the responsible personnel/officers.	19	10000
5	Record Clerk	-Bachelor's degree from a recognized university or equivalent. Minimum 1 year experience in relevant job.	The position is responsible for entering and maintaining inventory effectively and ensure that the records of items issued, received and balance in store are updated; assisting the officers in the automation of the inventory (receipts and issue); ensuring the safety, security and cleanliness of the store/ department.	11	14000
6	Gas Keeper	Trade Certificate or ITI Diploma in Mechanical Engineering. 2 years' experience in skilled capacity in a workshop or a mechanical construction equipment.	The role is required to look after and operate the ammonia printing machine and prepare blueprints; maintain the machine, chemicals, papers and necessary records.	2	14500

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S. No.	Description	Educational Qualifications	Scope of work	No. of Posts	Maximum Consolidated contractual amount per month per post Inclusive of all statutory obligation (in Rs.)
7	Gas Mechanic	Trade Certificate or ITI Diplomain Mechanical Engineering. 1 year experience in skilled capacity in a workshop or mechanical construction equipment.	The role is required to operate the ammonia printing machine and prepare blueprints maintain the machine, chemicals, papers and necessary records.	1	14500
8	Pump Mechanic	Trade Certificate or ITI Diplomain Mechanical Engineering. 1 year experience in skilled capacity in a workshop or mechanical construction equipment.	The role is required to operate the Pumping machine and prepare blueprints maintain the machine, chemicals, papers and necessary records.	1	14500
9	Manifold Technician	-Matriculation with science as a subject from recognized board or equivalent qualification. -ITI trained with 2years experience of working in Manifold Room in a hospital	To understand and handle manifold room for Oxygen, Nitrous, Compressed air and Vacuum, their alarm system, colour coding of pipelines.Candidate must be physical fit enough to participate in lifting of oxygen cylinders and fit it to gas assembly.	3	15500

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S. No.	Description	Educational Qualifications	Scope of work	No. of Posts	Maximum Consolidated contractual amount per month per post Inclusive of all statutory obligation (in Rs.)
10	Manifold Room Attendants	-12 th Passed with science as a subject from recognized board or equivalent qualification. –ITI trained with 2years experience of working in Manifold Room in a hospital.	To assist in the handling of manifold room Oxygen, Nitrous, Compressed air and Vacuum; maintain their alarm system, colour coding of pipelines. Candidate must be physical fit enough to participate in lifting of oxygen cylinders and fit it to gas assembly.	1	12000
11	Receptionist	Graduate in any discipline. 2 years' experience in relevant field.	Answering visitors' inquiries, directing visitors to their destinations, sorting and handing out mail, answering incoming calls on multi-line telephones, setting appointments, filing, records keeping, keyboarding/data entry and performing a variety of other office tasks.	4	15500
12	Medical Record Technicians	12 th pass preferably in science or equivalent from a recognized board / university. Certificate in Medical Records. 1 year experience in relevant job.	The position is responsible for collection of patient records from the wards after discharge of patient; files the documents in the appropriate file based on the uniquely generated patient number / colour coding system. The position is responsible for preparing a monthly MIS of the number of patients visiting AIIMS; segment the list by disease type, by department, by nature of treatment etc.; providing patient files to concerned departments in case responses to case summons are to be provided.	4	14500

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S. No.	Description	Educational Qualifications	Scope of work	No. of Posts	Maximum Consolidated contractual amount per month per post Inclusive of all statutory obligation (in Rs.)
13	Pharmacist Gr.II	-D.Pharm from a recognized university. Registered Pharmacist under the Pharmacy Act, 1948. 2 years exp. in testing, storage or distribution of transfusion fluid in a reputed hospital.	This role is responsible for assisting the senior pharmacists in the cadre, performs indenting and dispensing of medicines on the basis of prescriptions and procures items for the pharmacy. This role is also responsible for assessing the identity, strength and purity of medications and compounds and dispenses medications; prepares sterile solutions and infusions for use in surgical procedures, emergency rooms or patients' homes.	6	15500
14	Mechanic (E & M)	Should have passed ITI Diploma certificate in the trade from a recognized vocation training institute. Min 1 year experience in a workshop /department dealing with operation and maintenance of mechanical plants.	This role is responsible for assisting the JE in all activities pertaining to Electrical & Mechanical Engineering requirements of operation and maintenance etc; undertake periodic preventive and breakdown maintenance of the equipment.the institute design and engineering, installation, commissioning,	2	12000

S. No.	Description	Educational Qualifications	Scope of work	No. of Posts	Maximum Consolidated contractual amount per month per post Inclusive of all statutory obligation (in Rs.)
15	Wireman	Should have passed ITI diploma or equivalent qualification in the trade, electrical workman permit / workman's competency, certificate electrical workman/lineman licence or any other equivalent certificate. 1 years experience in the relevant line.	This role is responsible for assisting the Electrician / Lineman in the overall functioning of the department; installing electrical wiring, equipment and fixtures.	3	12000
16	Plumber	Should have passed ITI trade Certificate course or equivalent in the trade. 1 year experience in relevant field.	Will maintain and repair all plumbing structures. Will be responsible for proper maintenance & upkeep.	6	12000

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S. No.	Description	Educational Qualifications	Scope of work	No. of Posts	Maximum Consolidated contractual amount per month per post Inclusive of all statutory obligation (in Rs.)
17	Operator (E & M)/ Lift Operators	Should possess ITI Diploma or equivalent qualification in the trade. Electrical workman permit/workman's competency certificate, electrical workman's licence(certificate of competency class-II) or any other equivalent certificate with practical experience in handling E & M plants i.e. running, maintenance knowledge of I.C. engines, electric wiring, motors, pumps, generating sets	This Role is responsible for operating the electrical equipments at AIIMS.	10	12000
18	Mechanic (A/C & R)	12 th Passed. Must have gone Min of 12 months refrigeration mechanic or equivalent course. Min 1 year experience as an air conditioning or refrigeration service man.	This role is responsible for undertaking all activities pertaining to Air Conditioning and Refrigeration requirements of the institute – operations, maintenance, servicing, replacement etc. This role monitors the Air conditioning plant, A/c water coolers, room air conditioning etc. Undertakes preventive and breakdown maintenance of heating / cooling systems.	2	12000
19	House Keepers(Junior warden)	Graduate in any discipline. Min 1 year experience in relevant job.	To take care of day to day activity of Hostel.	4	14000

S. No.	Description	Educational Qualifications	Scope of work	No. of Posts	Maximum Consolidated contractual amount per month per post Inclusive of all statutory obligation (in Rs.)
20	Data Processing Assistants	-Graduate in any discipline Min 1 year experience in relevant job.	Data processing, file handling, carrying out office orders, maintaining and upkeep of office files accurately and in a timely fashion	2	14500
21	Lower Division Clerk	-Graduate in any discipline. Min 1 year experience in relevant job	This role is responsible for assisting the Officers in the efficient and overall functioning of the department.	11	14000
22	Jr. Scale Steno (Hindi)	-Graduate in any discipline. Min 1 year experience in relevant job	Responsible for taking dictation and typing the requisite notes.	1	14500

All the above posts are tentative. The Competent Authority of AIIMS, Raipur has power to relax/amend/change any of the above parameters i.e. posts/number of posts/eligible qualification/scope of work etc. Any other duty can also be assigned to any of the above mentioned post by the institute.

The Agency shall ensure that the engaged manpower, as per the description, not only performs within its requisite scope of work but also ensure maintenance, upkeep & safety of the Complex, Stores, Furniture etc. as well as harmonious and cordial relationships with the employees, visitors, guests or any other persons within the complex / premises. The Agency will be held responsible for any illegal action by the deployed personnel.

Their deployment will be in general shift or round the clock in 3 shifts at AIIMS. The Agency will provide to all deployed personnel **Uniform, Name Badges and Identity Cards**. The Agency will also ensure that engaged manpower should maintain vigil and remain alert on respective official performances. The requirement of manpower in above defined categories or in additional categories may increase or decrease during the initial period of contract also.

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

1. The Bidder may be a proprietary firm Partnership firm Limited Company, Corporate body legally constituted, who possess the required licenses, registrations etc as per law 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.
3. Conditional bids shall not be considered and will be out-rightly rejected in very first instance.
4. Having successfully completed at least one work of similar magnitude as per below mentioned criteria during the last three years: One similar work of not less than Rs.1,00,00,000/-
5. Average turnover in the last 3 financial years should not be less than 1.5 crore every year.
6. The bidder should have their registered office / branch in Raipur. If not, an office should be opened in Raipur within 30 days of the award of work.
7. There should be no case pending with the police against the Proprietor / Firm / Partner or the Company (Agency).
8. The bidder shall submit affidavit that the agency is/ has not been blacklisted by Central Govt./ State Govt./ any PSU.
9. 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) Service Tax Registration:
 - (iv) Valid License issued by Regional Labour Commissioner, Govt of India or should give an undertaking that the bidder would obtain it positively 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, this Agreement shall automatically stand terminated and AIIMS, Raipur shall be at liberty to recover losses, if any, from the Security Deposit / EMD of the bidder.

9. Following documents attached along with the Technical Bid, should be self attested failing which the bid shall be liable to get rejected:

Technical Bid :

Column No. 4 : Copies of Labour Legislations viz. ESI, EPF, Gratuity etc.

Column No. 7 : Copy of Return of Income Tax for the last three financial Years

Column No.9-12: Copy of PAN/GIR, VAT, Trade Licence, Service Tax Registration.

Terms and Conditions

A. Relating to Submission of Bids:

1. The interested agencies are required to submit the Technical and Financial Bids separately in the format enclosed. 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 Manpower on Job Outsourcing Basis**" should reach AIIMS, Raipur before 1500 hrs on or before **15th Sept, 2013**. The Technical bids shall be opened on the same day at 1600 hrs at AIIMS, Raipur in presence of the bidders or their authorized representatives who choose to remain present.
2. The pre-bid meeting will be held on **06th Sept 2013 at 11:00 hours** at AIIMS, Raipur.
3. All the pages of the tender should be signed by the owner of the firm or his 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 the Technical Bid application there are cuttings, if any, must be signed by the person authorized to sign the tender bids.
5. The bidder shall pay Bid Security (EMD) of Rs 10,00,000.00 (Rupees Ten Lakhs only) along with the Technical Bid by Demand Draft in favour of "AIIMS Raipur" drawn on any Nationalized Bank / Scheduled Bank and payable at Raipur. Bids received without Earnest Money deposit (EMD) shall stand rejected and thus shall not be considered for evaluation etc at any stage.
6. The bid security (EMD) without interest shall be returned to the unsuccessful bidders after finalization of contract.
7. As a guarantee towards due performance and compliance of the contract work, the successful bidder (Agency) have to deposit an amount of Rs.30,00,000/- (Rupees Thirty Lakhs only) towards Security Deposit by way of Bank Guarantee or Fixed Deposit Receipt in favour of "AIIMS Raipur" drawn on any Nationalized Bank / Scheduled Bank and payable at Raipur. Bank Guarantee Bond of a scheduled bank in the prescribed format is also acceptable in this regard. Security deposit will remain valid for the period of sixty (60) days beyond date of completion of all contractual obligations of the agency including statutory obligations.
9. 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.

10. 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 shall be entertained.
11. 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.
12. After evaluation, the work shall be awarded normally to the Agency fulfilling all the conditions and who has quoted the lowest rate (inclusive for all categories) after complying with the all the Acts / provisions stated / referred to for adherence in the tender. In case two or more agencies are found to have quoted the same rates, the Director, AIIMS, Raipur shall decide about the Agency to which the offer shall be granted based on the report on the past performance of the firm, and length of experience etc. Such decision by the authority shall be final.

The Director, AIIMS, Raipur, have discretionary right to award on the same rate parallel contract to the next eligible agency, in case, the agency with lowest rate at any stage after award of contract fails to perform successfully / satisfactorily.
13. AIIMS, Raipur shall reimburse the Agency to the extent of the amount of variation arising out of the upward revisions in minimum wages as per Labour Commissioner of India above the rates mentioned in the contract and derived statutory obligations thereof provided the documentary evidence is produced by the Agency making such payments to that extent only.
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 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 canvassing are liable to have their tenders rejected out-rightly.

B. General :

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. This office, however, reserves right to terminate this initial contract without assigning any reason thereof at any time after giving two months notice to the selected service providing Company/ Firm / Agency.
17. The number and arrangement of deployment of the manpower is without prejudice to the right of Administrative Officer, at AIIMS, Raipur to deploy the personnel in any other number or manner considered to be more suitable in the

interest of the AIIMS, Raipur.

18. The manpower 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. The persons deployed by the service providing Agency shall not claim nor shall be entitled to pay, perks and other facilities admissible to casual, ad hoc, regular/ confirmed employees of this institute during the currency or after expiry of the contract.
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.
22. The Agency shall ensure fulfillment of qualifications (academic/professional), skills, experience, age limit and other engagement conditions as tabulated above. The Agency will get their antecedents, identity proof, character and conduct and medical health suitability verified.
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 Administrative Officer, AIIMS, Raipur along with testimonials before they are actually deployed for the job.
24. The Agency shall not deploy or shall discontinue deploying the person(s), if so desired by the Administrative Officer, at any time without assigning any reason whatsoever.
25. A local representative of Agency shall be In-charge of the manpower system and shall be responsible for the efficient rendering of the service under the contract. The local representative will ensure proper conduct by the deployed personnel and prohibition of alcoholic / any form of tobacco consumption etc. The personnel shall work under directives and guidance of the Administrative Officer and will be answerable to the Administrative Officer. This will, however, not diminish in any way, the Agency's responsibility under the contract to the AIIMS, Raipur. The local representative will also maintain the muster roll, the wages / payment register and other documents as provided in the Contract Labour Act.
26. The Agency shall provide necessary undertaking and documentary evidence in this regard.
27. A senior level representative of the Agency shall visit AIIMS, Raipur at least once-a- week and review the service performance of its personnel. During the

weekly visit, Agency's representative will also meet the Administrative Officer, AIIMS, Raipur, officer dealing with service under 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 organization is not divulged or disclosed to any person by the personnel deployed by it.

28. The Agency shall ensure that any replacement of the personnel, as required by the 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 the Administrative Officer, AIIMS, Raipur at Agency's own cost.
29. The Agency shall provide reasonably good uniform, name badges with 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 and their loss should be reported immediately. Entry permit for the particular Bldg/Block, where the personnel is actually deployed, shall be issued by Administrative Office, AIIMS. Incidentals for the respective categories of manpower shall be borne / supplied by the Agency at its 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 and under direction of the Administrative Officer, AIIMS, Raipur. Proposals for efficient functioning shall be discussed, considered and implemented from time to time by the agency with approval of Administrative Officer, AIIMS, Raipur or other competent authority.
32. The Agency shall be solely responsible for compliance to the provisions of various Labour and industrial laws, such as, wages, allowances, compensations, EPF, Bonus, Gratuity, ESI etc. relating to personnel deployed by it at AIIMS, Raipur site 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 the stipulated date irrespective of any delay in settlement of its bill by the Administrative Officer, at AIIMS, Raipur for whatever reason. 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 Payment of Wages Act 1936
 - (b) The Employees Provident Fund & MP Act, 1952
 - (c) The Contract Labour (Regulation) 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 Employment of Children Act, 1938
 - (h) The Motor Vehicle Act, 1988
 - (i) Minimum Wages Act, 1948
28. In case of any theft or pilferages, loss or other offences, the agency will investigate and submit a report to the Administrative Officer, AIIMS, Raipur and maintain liaison with the police. FIR will be lodged by the Administrative Officer, AIIMS, Raipur, wherever necessary. If need be, joint enquiry comprising of both the parties shall be conducted and responsibility fixed.
29. The agency shall ensure that staff appointed by them is fully loyal-to and assist the Administrative Officer, AIIMS, Raipur during normal periods as well as during other emergencies for the protection of personnel and property both moveable and immovable to the entire satisfaction of the AIIMS, Raipur.
30. In case of any loss that might be caused to AIIMS, Raipur due to lapse on the part of the personnel discharging their responsibilities will be borne by the Agency and in this connection, Administrative Officer, AIIMS, Raipur shall have the right to deduct appropriate amount from the bill or from the Performance Bank Guarantee submitted by the contracting agency to make good such loss to AIIMS, Raipur besides imposition of penalty. In case of frequent lapses on the part of the personnel deployed by the agency, Director, AIIMS, Raipur shall within its right terminate the contract forthwith or take any other action without assigning any reason whatsoever. Such penalties / termination shall be binding on the agency.
31. In the event of any personnel being on leave/absent, the agency shall ensure suitable alternative arrangement to make up for such absence. To meet such eventualities the agency shall make provision for leave reserve.
32. As and when Administrative Officer, 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 will be given by the Administrative Officer, AIIMS, Raipur. Similarly, if the personnel deployed by the agency at any time found absent from duty or sleeping or found engaged in irregular activities, the Administrative Officer, AIIMS, Raipur shall deduct the requisite amount at the pro-rata rates from the bill of the agency besides imposition of penalty for non- observance of the terms of contract.
33. The Agency shall arrange to maintain the daily shift-wise attendance record of the personnel deployed by it showing their arrival and departure time. 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.
34. AIIMS, Raipur shall pay the agreed amount on production of monthly bill (in duplicate) for the amount due towards services rendered during the preceding one month by the 10th day of the month. The monthly bill shall include supporting documents, satisfactory performance certificate along with documents verifying payment by the agency to its employees in the previous month. No
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other charges of any kind shall be payable. No advance payment shall be made to the Agency. There would be no increase in rates payable to the Agency during the Contract period except reimbursement of the statutory wages revised by the Government. The Income-tax as applicable shall be deducted from the bill unless exempted by the Income-tax Department.

35. In case of non-compliance/non-performance of the services according to the terms of the contract, the Administrative Officer, 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 Service Charges payable to the agency in providing the requisite manpower will be in claimed percentage of the total monthly wages payable to the manpower. In this regard, total monthly wages will be on the basis of actual deployment of manpower during the month.
38. The decision of the Director AIIMS, Raipur in regard to interpretation of the Terms & Conditions and the Agreement shall be final and binding on the Agency.
39. The Agency shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other Agency without the prior written consent of this Institute.
40. The service providing agency shall be solely responsible for the redressal of grievances/ resolution of disputes relating to persons deployed. The Institute shall, in no way, be responsible for settlement of such issues whatsoever.
41. In case of any dispute between the Agency and AIIMS, Raipur, the Director, AIIMS, Raipur shall have the right to decide. However all matters of jurisdiction shall be at the local courts located at Raipur.
42. 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 Director, AIIMS, Raipur. The provisions of Arbitration and Conciliation Act 1996 shall be applicable.
43. Any violation of instructions/agreement or suppression of facts will attract cancellation of agreement without any reference.
44. An agreement shall be signed with the successful bidder as per specimen enclosed.

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 the Contract/Agreement.*
