TENDER NOTICE
FOR
OUTSOURCING OF JOB
FOR
AIIMS, Rishikesh
Virbhadra Marg,
Date: 03 Nov 2014

Tenders in sealed cover are invited under two-bid system from reputed, competent and experienced Agencies on behalf of the Director, All India Institute of Medical Sciences, Rishikesh, for outsourcing of Job for the period of 11 month from the date of contract.

The interested agencies are required to submit the technical and financial bid separately. The bids in Sealed Cover-I containing “Technical Bid” and Sealed Cover-II “Financial Bid” should be placed in a third sealed cover super scribed “Tender for Outsourcing of Job for AIIMS, Rishikesh” and should reach at the office of “The Sr. Administrative Officer, AIIMS, Virbhadra Marg, Rishikesh – 249201”, up to 03.00 PM on or before 24-11-2014 The bid received after due date and time will not be entertained whatsoever may be the reason. The Technical bids shall be opened on the same day at 03.30 PM at Tender Opening Room, AIIMS, Rishikesh. 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 financial bid of technically qualified agencies will be open announced later.

The tender document containing eligibility criterion, scope of work, terms & conditions and draft agreement can be purchased from AIIMS, Rishikesh from 03-11-2014 to 24-11-2014 between 10:00 AM to 03:00 PM on non-refundable payment of Rs. 2270/- (Rupees two thousand two hundred seventy only) or can be downloaded from website: www.aiimsrishikesh.edu.in. Those who download the tender document from website should enclose DD for Rs. 2270/- (Rupees two thousand two hundred seventy only) (non-refundable) in favors of “AIIMS, Rishikesh”, payable at Rishikesh, not later the date of 23-11-2014 along with their tender bid in the Cover-I “Technical Bid”. The bid security (EMD) of Rs. 5,00,000.00/- (Rupees Five Lac only) should be paid in the form of FD/TD/CD in favour of “AIIMS, Rishikesh” payable at Rishikesh, and should also placed in cover-I, “Technical Bid” envelop. The Tender Documents are not transferable. The pre bid conference would be done on 13/11/2014 at 03.00 PM in the Tender opening Room, AIIMS, Rishikesh.

Bidder should necessary enclose a covering letter mentioning a summary of applied document with proper numbering.

Any future clarification and/or corrigendum(s) shall be communicated through Sr. Administrative Officer on the AIIMS, Rishikesh website: www.aiimsrishikesh.edu.in.

Sr. Administrative Officer
AIIMS, Rishikesh

Sign of Bidder

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Tender for Outsourcing of Job

TECHNICAL BID

1. Name & Address of the Tenderer Organization/Agency with phone number, email etc. and name, address and telephone/mobile number of contact office at Rishikesh.

2. Experience in the work of providing Services. Particulars of experience (Attach certificates, testimonials). This shall cover the details of works of similar nature, carried out and/or on hand for last five years along with a certificate from the organization where the job was carried out. (As per eligibility criteria No.4 and 5)

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<th>Detail of Man Power Provided</th>
<th>Total Contract period (in Yr/month)</th>
<th>Total Contract Amount (In Rs.)</th>
<th>Reason for Termination</th>
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3. Set-up of 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 establishment 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 Job executor of requisite qualification and experience for deployment in AIIMS, RISHIKESH.

4. Are you covered by the labour Legislations, such as, ESI, EPF, Gratuity Act etc.

5. Please give

   EPF Regn No:
   ESI Code:
   Gratuity Act Regn. No:

6. Are you governed by minimum wages rules of the Government

7. Please attach copy of last Three year Return of Income Tax

8. Please attach balance sheet of the company [duly certified by Chartered Accountant for last three (3) years]
**Declarataion 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.

**Encls:**
1. DD/Pay Order No.________________________
2. Terms & Conditions of the contract of Tender document (___________) each page must be signed and sealed.
3. Financial Bid (In separate cover II duly sealed by bidder)

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**Sign of issuing Authority**
Tender Enquiry No. :- F. No. 24/Outsourcing of Job/ 66/2014-RIS(Admn)
Tender for Outsourcing of Job

ANNEXURE-I

TERMS & CONDITIONS OF CONTRACT
(Annexure to Agreement)

A. Scope of Work:

The Agency shall provide Job at AIIMS Rishikesh by deploying adequately trained and well disciplined Job executor having fair command on Hindi & English in respect of the post mentioned in financial bid. Brief description of the scope of work, job responsibility, qualification and experience are as per eligibility prescribed in Recruitment Rules of AIIMS, New Delhi and can be viewed in respective website. The contract is likely to commence from the date of award of work.

The Job executor provided by the Agency will not claim to become the employees of AIIMS, RISHIKESH and there will be no Employee and Employer relationship between the Job executor engaged by the Agency for deployment at AIIMS, RISHIKESH.

The Agency shall ensure that the engaged Job executor, 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, patients, guests or any other persons within the complex / premises. The Agency will be held responsible to any illegal action by the deployed job executor.

Their deployment will be in general shift or round the clock in 3 shifts at the AIIMS. The Agency will provide to all deployed job executor Identity Cards. The Agency will also ensure that engaged job executor should maintain vigil and remain alert on respective official performances.

B. Eligibility Criteria:

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 11 (eleven) months from the date of award of work.

2. The Bidder shall have at least 5 (five) years experience of execution of similar nature of jobs and at least 02 (two) years experience in executing similar jobs in Govt department/ PSU/autonomies body.

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:-

(i) One similar work of not less than Rs. 2,40,00,000/- (Rupees two crore forty lakh only) or,

(ii) Two similar works each amounting to not less than Rs. 1,50,00,000/- (Rupees One Crore fifty lakh only) or,
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(iii) Three similar works each amounting to not less than Rs. 1,20,00,000/- (Rupees One Crore Twenty lakh only)

(Above work should be in continuing for calculation of total value of above works)

5. Proof of financial turnover with a minimum of Rs 3,00,00,000/- (Rupees three crore only) per year achieved, in all the last three years. (Balance Sheet duly attested by a Chartered Accountant should be annexed with Technical Bid)

6. The bidder should have their registered office / branch in Rishikesh. If not, an office should be opened in Rishikesh within 30 (thirty) 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) & should not be black listed by any organization (Declaration on notarial stamp paper should be annexed.

8. The bidder shall have the following Registrations and details of the same be provided in the Technical Bid:

PF Registration:
ESI Registration:
Service Tax Registration:

Valid License issued by Regional Labour Commissioner, Govt. of India or should give an undertaking that the bidder would obtain it positively within 90 (Ninety) 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, Rishikesh 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 duly attested by (Gazette Officers of the Government of India/ Officers of the State Governments) failing which the bid shall be liable to be rejected:

Column No. 4 : Copies of Labour Legislations viz. ESI, EPF, Gratuity Act
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 License, Service Tax Registration.

C. Information and Conditions relating to Submission of Bids

1. The initial period of contract shall be for 11 months from the date of award of work subject to review of performance every three months & will be extendable at the discretion of AIIMS Rishikesh after expiry of contract.
2. The tender document containing eligibility criterion, scope of work, terms & conditions and draft agreement can be purchased from AIIMS, Rishikesh on any working day from 03-11-2014 to 24-11-2014 between 10:00 AM to 03:00 PM on payment of non refundable charges of Rs 2270/- (Rupees two thousand two hundred seventy only) or can be downloaded from website www.aiimsrishikesh.edu.in. Those who download the tender document from Website should enclose a DD for Rs 2270/- (Rupees two thousand two hundred seventy only) in favour of “AIIMS, Rishikesh”, payable at Rishikesh, not later the date of 23-11-2014, along with their bid in the Cover-I containing “Technical Bid”.

3. 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 outsourcing of job” should reach AIIMS, Rishikesh before 03:00 PM on or before 24-11-2014. The Technical bids shall be opened on the same day at 03.30 PM at Tender Opening Room, AIIMS, Rishikesh in presence of the bidders or their authorized representatives who choose to remain present. The Tender receive after due date & time will be rejected and no claim shall be entertained whatsoever may be the reason.

4. The pre bid conference would be done on 13/11/2014 at 03.00 PM in the office of Tender Opening Room, AIIMS, Rishikesh.

5. **BID PRICES:**

   (I) The bidder shall give the total composite price inclusive of all levies and taxes (such as service tax which the institute is exempted by on dated 20-06-2012 GOI) as per price schedule given in Annexure -2. The offer shall be firm and in indian Rupees only. No foreign exchange will be made available by the institute.

   (II) The prices quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation will to be treated as non-responsive and rejected.

6. Financial bids of only those bidders who qualify the technical criteria will be opened, provided all other requirements are fulfilled.

7. A bid determined as substantially non-responsive will be rejected by the Institute and shall not subsequent to the bid opening be made responsive by the bidder by correction of the nonconformity.

8. **FINANCIAL EVALUATION**

   (I) The financial bid of only those bidders shall be opened who have been found to be technically eligible. The financial bids shall be opened in presence of representatives of technically eligible bidders, who may like to be present. The Institute shall inform the date, place and time for opening of financial bid.
(II) The Financial Bids of unsuccessful bidders would not be opened and destroyed.

(iii) The rates must be quoted per job basis. Agency shall include in its price all taxes and other costs while quoting for the tender, in “Annexure-2: Price Offer” to be kept in Envelope No.2. Income Tax will be deducted at source from the bills as applicable. The Agency needs to furnish its PAN Number.

(iv) Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and total price that is, the unit price shall prevail and the total price shall be corrected by the Institute. If there is a discrepancy between words and figures, the lesser amount shall be considered as valid. If the Supplier does not accept the correction of the errors, his bid shall be rejected.

(v) The evaluation and comparison of responsive bids shall be done on the price offered inclusive all statutory payment of both side as indicated in the Price Schedule in Annexure-“2” of the Bid documents.

(vi) The AIIMS Rishikesh does not bind himself to accept the lowest bid or any bid and reserves the right of accepting the whole or any part of the bid or portion of the job offered; and the bidder shall provide the same at the rates quoted. The AIIMS Rishikesh reserves the right to reject any or all offers received in response to tender or cancel or withdraw the tender notice without assigning any reason, whatsoever.

9. 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 shall be signed on each page and submitted with the technical bid as token of acceptance of terms & conditions.

10. 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 Technical Bid, Financial Bid unless authenticated by full signature of bidder.

11. The bidder shall pay Bid Security (EMD) of Rs 5,00,000.00 (Rupees five Lakh only) along with the Technical Bid by TD/FD/CD in favour of “AIIMS, Rishikesh” drawn on any Nationalized Bank/ Scheduled Bank and payable at Rishikesh. Bids received without Earnest Money deposit (EMD) shall stand rejected and thus shall not be considered for evaluation etc at any stage. The original EMD will be put in cover-I containing Technical bid.

12. The bid security (EMD) without interest shall be returned to the unsuccessful bidders after finalization of contract within one week.
13. As a guarantee towards due performance and compliance of the contract work, the successful bidder (Agency) will have to deposit an amount equal to Rs. 10,00,000 (Rupees ten lakh only) towards Security Deposit by way of TD/FD/CD in favour of “AIIMS, Rishikesh” drawn on any Nationalized Bank/ Scheduled Bank and payable at Rishikesh and sign a contract Agreement.

14. The EMD deposited by successful bidder will be adjusted towards Security Deposit as demanded above. If the successful bidder fails to furnish the difference amount between Security Deposit and EMD within 15 (fifteen) days after the issue of Letter of Award of Work, his bid security (EMD) shall be forfeited unless time extension has been granted by AIIMS, Rishikesh.

15. The EMD shall be forfeited if successful bidder fails to undertake the work or fails to sign the contract on this stipulated time or fails to comply with any of the terms & conditions of the contract.

16. The bid shall be valid and open for acceptance of the competent authority for a period of 45 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 bidders shall be entertained.

17. 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.

18. After evaluation, the work shall be awarded normally to the Agency fulfilling all the conditions and who has quoted the lowest rate 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, Rishikesh shall decide about the Agency to which the offer shall be granted based on the report of highest/ Turnover of the firm in last three years. This decision by such authority shall be final.

19. The Director, AIIMS, Rishikesh, have discretionary right to award on the same rate parallel contract to any of the willing agency(ies) found to have quoted the same rates, in case, the agency with lowest rate at any stage after award of contract fails to perform successfully / satisfactorily.

20. The Agency has to pay all the statutory obligations except Service tax, from the consolidated fixed amount as mentioned in column 02 of financial bid. Rest amount will be paid to concern Job executor by means of A/c payee cheque. Service tax, agency service charges and consolidated fixed amount, all will be recouped and paid by AIIMS, to the agency after producing relevant records.

21. AIIMS, Rishikesh reserves the right to accept or reject any or all bids without assigning any reasons. AIIMS, Rishikesh 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.

22. Canvassing in any form is strictly prohibited and the tenderers who are found canvassing are liable to have their tenders rejected out rightly.
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23. This office, however, reserves right to terminate this initial contract without assigning any reason thereof at any time after giving one month notice to the selected service providing Company/ Firm/ Agency.

24. Period to submission of bids, AIIMS Rishikesh may for any reason, Modify the bid documents. These amendment shall be binding on the tendered. These amendment shall be notified in the notice board kept outside the Tender office at AIIMS Rishikesh.

D. Other Terms and Conditions:

1. The job requirement as mention in above Tender documents are Tentative and actual number of requirement may be less. Initially few no. or few categories of job are required which will be demanded as per requirement. No claim can be made on the basis that mention no of job has not be taken from the agency. Payment will be made for the job actually outsourced.

2. The Agency shall ensure fulfillment of qualifications (academic/professional), skills, experience, age limit and other engagement conditions as specified in Recruitment Rules of AIIMS, New Delhi. The Agency should verify & submit if any police records criminal cases are pending against persons supplied by them and should make adequate enquiries about their antecedents, character conduct and medical fitness. If asked the agency will provide more no. of demanded Job executor.

3. The full particulars of the Job executor to be deployed by the Agency including their names & addresses shall be furnished to the Administrative Officer, AIIMS, Rishikesh along with testimonials before they are actually deployed for the job.

4. The Agency shall not deploy or shall discontinue deploying the Job executor, if so desired by the Administrative Officer, at any time without assigning any reason whatsoever.

5. A local representative of Agency shall be In-charge of the Job executor and shall be responsible for the efficient rendering of the service under the contract. The local representative will ensure proper conduct by the deployed Job executor and prohibition of alcoholic / any form of tobacco consumption etc. They 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, Rishikesh. The local representative will also maintain the muster roll, the wages / payment register and other documents as provided in the Contract Labour Act.

6. The Agency shall provide necessary undertaking and documentary evidence in this regard.

7. A senior level representative of the Agency shall visit AIIMS, Rishikesh at least once-a-week and review the service performance of its Job executor. During the weekly visit, Agency’s representative will also meet the Administrative Officer, AIIMS, Rishikesh, officer dealing with service under the contract for mutual feedback regarding the work performed by his Job executor and removal of deficiencies, if any.

Sign of Bidder
Tender Enquiry No. :- F. No. 24/Outsourcing of Job/ 66/2014-RIS(Admn) observed in their working. The responsibility of transportation, food and other essential requirements in respect of each deployed Job executor 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 Job executor deployed by it.

8. The Agency shall ensure that any replacement of the Job executor, as required by the Administrative Officer, AIIMS, Rishikesh for any reason specified or otherwise, shall be effected promptly without any additional cost to the AIIMS, Rishikesh. If the agency wishes to replace any of the Job executor, the same shall be done with prior concurrence of the Administrative Officer, AIIMS, Rishikesh at Agency’s own cost.

9. The Agency shall provide Photo Identity Cards to its Job executor deployed at AIIMS, Rishikesh 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 Job executor is actually deployed, shall be issued by Administrative Office, AIIMS. Incidentals for the respective categories of Job executor shall be borne / supplied by the Agency at its cost.

10. All the job Executers will perform their duty in proper dress & will maintain and smart turn out. Such uniform shall be provided by the agency at its own cost with a logo embossed on them.

11. The Agency shall ensure that the Job executor deployed by it are disciplined and do not participate in any activity prejudicial to the interest of the AIIMS, Rishikesh/ MoH&FW/ Govt. of India/ any State or any Union Territory. The job executor shall not divulge to any person any details of office, operational process, administrative matters etc. Which are of serious nature that can attract legal action.

12. The day-to-day functioning of the services shall be carried out in consultation with and under direction of the Administrative Officer, AIIMS, Rishikesh. Proposals for efficient functioning shall be discussed, considered and implemented from time to time by the agency with approval of Administrative Officer, AIIMS, Rishikesh or other competent authority.

13. 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 Job executor deployed by it at AIIMS, Rishikesh site or for any accident caused to them, the AIIMS, Rishikesh 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, Rishikesh for whatsoever reason. The Agency shall also be responsible for the insurance of its Job executor. 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

Sign of Bidder
(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  
(j) Total monthly remuneration will be calculated on the basis of actual deployment of job executers during the month.

14. In case of any theft or pilferages, loss or other offences, the agency will investigate and submit a report to the Administrative Officer, AIIMS, Rishikesh and maintain liaison with the police. FIR will be lodged by the Administrative Officer, AIIMS, Rishikesh, wherever necessary. If need be, joint enquiry comprising of both the parties shall be conducted and responsibility will be fixed accordingly.

15. The agency shall ensure that staff appointed by them is fully loyal-to and assist the Administrative Officer, AIIMS, Rishikesh 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, Rishikesh.

16. In case of any loss that might be caused to the AIIMS, Rishikesh due to lapse on the part of the Job executor discharging their responsibilities will be borne by the Agency and in this connection, Administrative Officer, AIIMS, Rishikesh 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, Rishikesh besides imposition of penalty. In case of frequent lapses on the part of the Job executor deployed by the agency, Director, AIIMS, Rishikesh shall have full right to terminate the contract and forfeit the security deposit or take any other action without assigning any reason whatsoever. Such penalties / termination shall be binding on the agency.

17. In the event of any Job executor 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.

18. As and when Administrative Officer, AIIMS, Rishikesh requires additional Job executor strength on temporary or emergent basis, the Agency will depute such Job executor under the same terms and conditions. For the same, a notice of two days will be given by the Administrative Officer, AIIMS, Rishikesh. Similarly, if the Job executor deployed by the agency any time are found absent from duty or sleeping or found engaged in irregular activities, the Administrative Officer, AIIMS, Rishikesh 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. The job executor provided by the Agency shall not claim any benefit/compensation/absorption/regularization of service in AIIMS, Rishikesh.

19. The Agency shall arrange to maintain the daily shift-wise attendance record of the Job executor deployed by it showing their arrival and departure time. The Agency shall submit to the Administrative Officer, AIIMS, Rishikesh an attested photocopy of the attendance record and enclose the same with the monthly bill.
20. The Agency will pay his Job executor by means of a/c payee cheques latest by 7\textsuperscript{th} of next month. The Administrative Officer, AIIMS, Rishikesh shall recoup and 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 10\textsuperscript{th} day of the month along with attendance sheet, satisfactory performance certificate duly verified by the Administrative Officer, AIIMS, Rishikesh and other requisites. No 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. The Income-tax as applicable shall be deducted from the bill unless exempted by the Income-tax Department.

21. In case of non compliance/non-performance of the services according the terms of the contract, the Administrative Officer, AIIMS, Rishikesh shall be at liberty to make suitable deductions from the bill without prejudice to its right under other provisions of the Contract. It may be minimum 2% of monthly payment.

22. The Agency shall be solely liable for all payment/dues of the Job executor deployed by clearly specifying the deductions on account of EPF, ESI and other statutory obligations etc. The Agency shall fully indemnify AIIMS, Rishikesh 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, Rishikesh. Any complaint towards non-payment of wages, other liabilities, statutory obligations will lead to immediate termination of contract with penalty.

23. The Service Charges payable to the agency in providing the requisite Job executor will be claimed on percentage of the gross monthly wages payable to the Job executor. In this regard, gross monthly wages will be calculated on the basis of the actual deployment of Job executor during the month.

24. Where the person supplied by the Agency is a related person of the responsible person of AIIMS, Rishikesh, he/she shall promptly disclose the fact by giving an undertaking on this behalf.

**Period of the Contract**

25. The contract for hiring of personnel will be effective from the date as specified in the job award order.

**Conduct of of Workmen Deployed by the contractor**

26. **Uniform:** The Workmen deployed by the Contractor shall be in distinct/neat uniform of the firm with logo of the firm embossed on them.

**Legal Provisions:**

27. The laws of republic of India are applicable to this tender document. Courts in Dehradun/Rishikesh shall have exclusive jurisdiction in relation to any disputes arising out from this tender document.

**Arbitration:**

28. The Contractor shall strictly adhere to terms & conditions of contract. Any breach or failure to perform the obligation may result in termination of agreement & forfeited of security deposit.
RESERVATION

29. Reservation shall be applicable as per Ministry of Health & Family Welfare guidelines to AIIMS Rishikesh. As money paid against job is public money therefore welfare policies of government ought to be adhered to.

PENALTY FOR USE OF UNDUE INFLUENCE

30. The contractor undertakes that he has not given, offered or promised to give, directly or indirectly any gift, consideration, reward, commission, fees brokerage or inducement to any person in service of the AIIMS or otherwise in procuring the contracts or forbearing to do or for having done or forborne to do or for having done or forborne to do any act in relation to the obtaining or execution of the contract or may other contract with the AIIMS for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the AIIMS. Any breach of the aforesaid undertaking by the Contractor or anyone employed by him or acting on his behalf (Whether with or without the knowledge of the Contractor) or the commission of any offence by the contractor or anyone employed by him or acting on his behalf, a defined in Chapter IX of the Indian Penal Code 1860 or the Prevention of Corruption Act, 1947 or any other Act enacted for the prevention of corruption, shall entitle the AIIMS to cancel the contract & forfeit the security.

31. The decision of the Director AIIMS, Rishikesh in regard to interpretation of the Terms & Conditions and the Agreement shall be final and binding on the Agency.

32. In case of any dispute between the Agency and AIIMS, Rishikesh, the Director, AIIMS, Rishikesh shall have the right to decide. However all matters of jurisdiction shall be at the local courts located at Rishikesh/Dehradun.

33. 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 Deputy Director (Admin.), AIIMS, Rishikesh. The provisions of Arbitration and Conciliation Act 1996 shall be applicable. The award of the arbitrator so appointed shall be final & binding upon the parties to the agreement.

34. Any violation of instructions/agreement or suppression of facts will attract cancellation of agreement without any reference.

35. An agreement shall be signed with the successful bidder as per specimen enclosed.

Note: All terms and conditions mention in Tender document, will be 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.

Sign of Bidder
## Tender for outsourcing of Job

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<th>S.No.</th>
<th>Jobs required against the posts</th>
<th>Remuneration per Month (Approximate consolidated upper limit of wages per month for one job inclusive all statutory payment of both side.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>i.</td>
<td>Hospital Attendants, Store Attendants, Library Attendants etc</td>
<td>10,000.00</td>
</tr>
<tr>
<td>ii.</td>
<td>Mechanic (E&amp;M), Sireman, Plumber, Operator (E&amp;M), Lift), Mechanic (AC&amp;R), Lineman, Drivers (Ordinary Grade), Tailors Grade-III, etc</td>
<td>12,000.00</td>
</tr>
<tr>
<td>iii.</td>
<td>Coding Clerks, LDC, Dissection Hall Attendants, Manifold Attendants Room, Store Keeper-Cum-Clerk, Housekeepers, etc</td>
<td>14,000.00</td>
</tr>
<tr>
<td>iv.</td>
<td>Assistant Laundry Supervisor, Cashier, Dark Room Assistant Grade-II, Dispensing Attendants, Electrician, Gas Mechanic, Jr Scale Steno (Hindi), Medical record Technician (record Clerk), Medical Record Technicians, Pump Mechanic, Security-Cum-Fire Jamedar, Senior Mechanics (A/C &amp; R), Senior Mechanics (E&amp;M), Senior Operator (E&amp;M), Senior Plumber, Social Worker, Stenographer, Stenographer(s), Upper Division Clerks, etc</td>
<td>14,500.00</td>
</tr>
<tr>
<td>v.</td>
<td>Artist (Modelllar), Foreman (A/C&amp;R), Gas Steward (GAS Keeper), Junior Medical Record Officer (Receptionists), Lab Technician, Manifold Technicians (Gas Steward), Pharma Chemist/Chemical Examiner, Pharmacist Grade-II, Sanitary Inspector Grade II etc.</td>
<td>15,500.00</td>
</tr>
<tr>
<td>vi.</td>
<td>Person Assistants, Office Assistants, Office Superintendents, Junior Reception Officer, Technicians (All types), Store Keeper, Medical Social Worker, Electro Cardiograph Technician, Refractionist, CSSD Technician, Laundry Manager, Junior Accounts Officer, Chief Cashier, Bio-Medical engineer, Warden, Phychiatric Social Worker, Junior Hindi Officer, CSSD Technician, Sanitation Officer, Librarian Grade-III, Dietician, Junior Engineer (Civil, Elect, A/C&amp;R), Asst. Security Officer, Pharmacist Grade-I, etc</td>
<td>26,000.00</td>
</tr>
<tr>
<td>vii.</td>
<td>Technical Supervisor, Programmer, Yoga Instructor, Assistant Stores Officer, Maternity and Child Welfare Officer, Medico-Social Worker, Legal Assistant, Asst. Administrative Officer, Sr. Hindi Officer, CSSD Supervisor, Sr Sanitation Officer, Librarian Grade-I, Medical Record Officer, Transport Supervisor, Medical Social Service Officer, Asst. Eng (A/C &amp; R), Asst. Engineer (Civil), Asst Engineer for Vigilance Cell, Asst. Engineer (Elect), Gas</td>
<td>27,000.00</td>
</tr>
</tbody>
</table>
### Tender Enquiry No. :- F. No. 24/Outsourcing of Job/ 66/2014-RIS(Admn)

<table>
<thead>
<tr>
<th>Category</th>
<th>Officer, etc</th>
</tr>
</thead>
<tbody>
<tr>
<td>viii.</td>
<td>CSSD Officer, Deputy Chief Security Officer, Deputy Nursing Superintendent, Antenatal Medical Officer, Law Officer, Sr. Dietician,, Supervising Medical Social Service Officer, Security Officer, Store Officer, etc</td>
</tr>
<tr>
<td></td>
<td>41,500.00</td>
</tr>
<tr>
<td>ix.</td>
<td>CSSD Officer, Deputy Chief Security Officer, Deputy Nursing Superintendent, Blood Transfusion Officer, Chief Dietician, Chief Medical Social Service Officer, Executive Engineer (AC&amp;R), Hospital Architect etc.</td>
</tr>
<tr>
<td></td>
<td>43,500.00</td>
</tr>
<tr>
<td>X</td>
<td>System Analyst</td>
</tr>
<tr>
<td></td>
<td>45,500.00</td>
</tr>
</tbody>
</table>

AIIMS Rishikesh will hire approx 200 – 250 jobs executors against above categories of posts. In additions to above mentioned jobs, the Institute may ask to provide other category of jobs required by the Institute from time to time. Institute may also ask to discontinue/disengage the job executors as and when person are employed on contractual/regular basis against the posts on which these outsourced person are working.
Financial Quote by Bidder:

I/We, ............................................................................................................................................... as

Proprietor of Firm/Agency .................................................................................................................

Propose to charge ........................................%...........................................................................

(in words & figure) of service charge on Gross monthly Wages payable to Job Executor.

Note:
(i) There would be no increase in rates during the Contract period.

(ii) After deducting and deposition statutory obligation of different Government department from fixed wages as mentioned in column 03, the rest amount will be paid by firm to respectively Job executor by cheque. The agency/firm will furnished all the details to AIIMS.

(iii) If more than one firm emerge as L1, the firm with highest turn over would be declared L1 for acceptance.

Declaration by the Bidder:

This is to certify that I/We before signing this tender have read and fully understood all the terms & conditions contained herein and undertake myself/ourselves to abide by them.

Place:.................................................

Date:.................................................

(Signature of Bidder with seal)

Name:

Seal:

Address:

Phone No (O): Fax No. (O): E-mail:

Witness with Signature

1. Name & Address

2. Name & Address

Tender Sl.No:

Sign of issuing Authority

Sign of Bidder
Performa for Notarial Stamp paper on 100 rupee

To,

The Sr. Administrative Officer
AIIMS, VirbhadraMarg
Rishikesh (D.Dun)

Sir,

1. I, ......................................................... the proprietor of the firm............................................................
Hereby declare that the compliance of minimum wages act of government will be followed by me and all types of the statutory obligation will be borne and timely paid by us. In no circumstance will AIIMS Rishikesh be responsible for any infringement of the prevailing rules/regulation.

I also declare that our agency/firm had never been convicted and no case is pending with police/court against the proprietor of the firm or agency/company. I also confirm that the said firm/agency has never been black-listed by any organization.

Signature

Name of proprietor.................................................................

Name & Seal of the agencies......................................................
This agreement is made at Rishikesh on the ____________day of ____________ Two thousand Thirteen between the Director, All India Institute of Medical Sciences, Rishikesh, acting through Administrative Officer, AIIMS, Rishikesh, having its office at AIIMS, Virbhadra Marg, Rishikesh-249201 (hereinafter 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 job for AIIMS, RISHIKESH at Rishikesh 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 Job executor deployed in AIIMS, RISHIKESH. 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 Job executor deployed by it at AIIMS, Rishikesh 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 equal to Rs. 10,00,000/- (Rupees ten lakhs only) (refundable without interest after two months of termination of contract) in the form of Pay Order/ Demand Draft or Bank Guarantee 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 Job executor deployed at AIIMS, RISHIKESH.

8. The Job executor provided by the Agency will not claim to become the employees of AIIMS, RISHIKESH and there will be no Employee and Employer relationship between the Job executor engaged by the Agency for deployment at AIIMS, RISHIKESH.

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.

Sign of Bidder

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Tender Enquiry No. :- F. No. 24/Outsourcing of Job/ 66/2014-RIS(Admn)

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 Rishikesh/Dehradun.

**Period of the Contract**

14. The contract for hiring of personnel will be effective from the date as specified in the job award order.

**Conduct of of Workmen Deployled by the contractor**

15. **Uniform**: The Workmen deployed by the Contractor shall be in distinct/neat uniform of the firm with logo of the firm embossed on them.

**Legal Provisions:-**

16. The laws of republic of India are applicable to this tender document. Courts in Dehradun/Rishikesh shall have exclusive jurisdiction in relation to any disputes arising out from this tender document.

**Arbitration:-**

17. The Contractor shall strictly adhere to terms & conditions of contract. Any breach or failure to perform the obligation may result in termination of agreement & forfeited of security deposit.

**RESERVATION**

18. Reservation shall be applicable as per Ministry of Health & Family Welfare guidelines to AIIMS Rishikesh. As money paid against job is public money therefore welfare policies of government ought to be adhered to.

**PENALTY FOR USE OF UNDUE INFLUENCE**

19. The contractor undertakes that he has not given, offered or promised to give, directly or indirectly any gift, consideration, reward, commission, fees brokerage or inducement to any person in service of the AIIMS or otherwise in procuring the contracts or forbearing to do or for having done or forborne to do or for having done or forborne to do any act in relation to the obtaining or execution of the contract or may other contract with the AIIMS for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the AIIMS. Any breach of the aforesaid undertaking by the Contractor or anyone employed by him or acting on his behalf (Whether with or without the knowledge of the Contractor) or the commission of any offence by the contractor or anyone employed by him or acting on his behalf, a defined in Chapter IX of the Indian Penal Code 1860 or the Prevention of Corruption Act, 1947 or any other Act enacted for the prevention of corruption, shall entitle the AIIMS to cancel the contract & forfeit the security.

THIS AGREEMENT will take effect from ________________ day of ________________ Two thousand thirteen and shall be valid for one year.
Tender Enquiry No. :- F. No. 24/Outsourcing of Job/ 66/2014-RIS(Admn)

IN WITNESS WHEREOF 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 Rishikesh in the presence of the witness

For and on behalf of the ‘Agency’

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 the ‘Agency’ in presence of
Witness________________________
Name________________________
Address________________________
________________________________

For and on behalf of the ‘AIIMS, Rishikesh’

Signature of the authorized Official
Name of the Official
Stamp / Seal of the ‘AIIMS, Rishikesh’

By the said________________________(Name)
on behalf of the ‘AIIMS, Rishikesh’ in presence of
Witness________________________
Name________________________
Address________________________
________________________________