# All India Institute of Medical Sciences, Bathinda, Punjab - 151001

# **E-TENDER NOTICE**

## **Outsourcing of Manpower**

E-bids in two parts (Technical bid and Financial Bid) are invited by the All-India Institute of Medical Sciences, Bathinda Punjab for 'Outsourcing of Manpower' for 02 (Two) years extendable up to 01 (one) year.

Title of Tender	'Outsourcing of Manpower'
Tender fee	Rs. 1000/-
Date of availability of Tender document in the	03Mar 2021 04:00PM
website	
Date, time and place of pre-bid meeting	15 Mar 2021 04:00 PM
Last Date of uploading the Bids.	25 Mar 2021 04:00 PM
Date of downloading the Technical Bid from the	26 Mar 2021 04:00PM
website.	
E.M.D.	Rs. 50,000/-
Performance Security Deposit	@3% of contract value

# <u>Index</u>

Sections	Particular	Page nos.
	E-TENDER NOTICE	1
Ι	Instructions to Bidder	2
II	Instructions for Technical & Financial Bid	8
III	General Conditions of contract	11
IV	Special Conditions of Contract and Scope of work	20
V	Details of Manpower Required	27
VI	Performa of Performance Statement	28
VII	Format of Price Bid	29
VIII	Structure & Organization	30
IX	Tender Acceptance Form	31

Note:

- 1. The bidders are advised to go through the following sections carefully before filling up the technical Bid and financial Bid.
- 2. The manpower requirement is tentative and may increase or decrease as per requirement. Manpower will be recruited in phased manner, on as and when required basis.

## **SECTION - I**

#### **Instructions to Bidder**

- 'on CPPP Website: 1. Tender submitted have to be only online at the https://eprocure.gov.in/eprocure/app. in two bid systems i.e. (i) technical bid and (ii) financial bid in the prescribed Proforma. All the documents in support of eligibility criteria etc. are also to be scanned and uploaded along with the tender documents. Tender sent by any other mode will not be accepted. The list of documents to be submitted along with technical bid and financial bid are detailed in the tender document.
- 2. The value of payments will not be less than latest Central Government Minimum Wages rates as notified by Chief Labour Commissioner (C), Ministry of Labour & Employment, Government of India for Bathinda region as per notified classification of Area effective at that time.
- 3. Manpower required is classified into four categories i.e., Highly Skilled, Skilled, Semi-Skilled and Unskilled. A minimum of 100 manpower in different categories will be required in phased manner. Number of Manpower is subject to increase, depending upon the burden and working area.
- 4. Manpower recruited for AIIMS Bathinda under the said contract will be approved by the selection committee constituted by the Executive Director, AIIMS Bathinda for all categories of Manpower.
- All the manpower recruited for AIIMS Bathinda under this contract will have to submit the valid qualification documents as per the post recruited to the selection committee constituted by the Executive Director, AIIMS Bathinda.
- 6. The Institute reserves the right to amend or withdraw any of the terms and conditions contained in the Tender Document or to reject any or all tenders without assigning any reason. The decision of the Executive Director of the Institute in this regard shall be final and binding on all.
- 7. (i) The bid is non-transferable.

(ii) The bidder should be registered as a society, Firm or company. Proprietary firms are also eligible.

- 8. The bidder submitting their bid would be deemed to have read and accepted all the terms and conditions of tender. No verbal or written enquiries shall be entertained in respect of acceptance or rejection of the bid.
- 9. Only proprietor will sign the bid document in case of a proprietary firm. In case of a partnership firm authorized partner of the firm shall sign the bid documents and attested copy of authorization

of such partner shall be uploaded with bid. In case of a company the bid documents shall be affixed with the seal of the company and signed by such person / persons as may be authorized by the articles of associations of the company and/ or a resolution of the board of directors thereof to sign for and on behalf of the company and duly attested copy of the resolution shall be uploaded with bid. the cancellation of any document such as power of attorney, partnership deed, etc. shall immediately be communicated by the bidder (s) to the institute in writing, failing which the institute shall have no responsibility or liability of any action, taken on the strength of the said documents.

- 10. Only proprietor will sign the agreement in case of award of work to a proprietary firm, however in cases of partnership firm/company only legally authorized person will sign the Agreement.
- 11. The schedule of rate (s) and quantities must be carefully and properly filled in. All rates should be mentioned in words as well as in figures. Please note "No corrections and alterations in the financial bid will be allowed."
- 12. Subletting of contract, wholly or partially, in any form is strictly prohibited, and would entail termination of contract with forfeiture of security deposit and imposition of penalty and such other action as may be deemed essential in the sole discretion of the Executive Director.
- 13. All the pages of the bid documents and supporting documents, annexure/enclosures etc. must be numbered serially, signed and stamped by the bidder and mention the total number of pages.
- 14. Only the sought for information and details are required to be provide with the tender document.If the bidder desires to provide additional information the same may be provided separately on A-4 size white paper with proper indexing.
- 15. Only those bidders who successfully qualify in the Technical bid will be allowed to participate further in the bidding process.
- 16. The employees of All India Institute of Medical Sciences, Bathinda or their family members shall not be eligible to participate in the bid process. For the purposes of this clause family members mean only dependent parents, Sons, Daughters, brothers, Sisters and Spouse.
- 17. All letters posted to the successful bidder on the address given in bid will be considered to have been delivered. Accordingly, prospective bidders are advised to write their full & correct postal address.
- 18. In the event of withdrawal by a bidder before the expiry of validity of offer, institute shall have right to forfeit the Earnest Money Deposit (EMD).

- 19. The Institute reserves the right to seek clarifications on any documents or any information provided by the bidder at the stage of technical evaluation, however no additional certificate shall be entertained. The clarification shall be provided by the bidder at that stage in the affidavit format.
- 20. The Institute reserves its right to reject any or all bids received at any point of time, without assigning any reason in lieu thereof.

## Minimum Eligibility criteria of Bidder:

- 1. The Bidder should have minimum FIVE years of experience of rendering Manpower services in any Govt. Department / Public Sector Undertaking / any reputed Academy / Private Companies.
- 2. The Bidder should have minimum annual turnover of Rs 05 Crore (Five Crore only) in any of the last three financial year ending 31.03.2020.
- 3. The Bidder should have completed similar works of minimum value as described below during the last three financial years i.e., 2017-18, 2018-19 & 2019-20 (**To be filled as Section VI**)
  - a. One similar completed work costing not less than the amount equal to Rs 1 Crore (Rs One Crore only)

OR

b. Two similar completed works each costing not less than the amount equal to Rs 50 lakhs (Rs Fifty lakhs only)

OR

- c. Three similar completed works each costing not less than the amount equal to Rs 40 lakhs (Rs Forty lakhs only)
- 4. The Bidder must note that they should have carried out and completed similar works in their own name as principal contractor and not in any other name as per MOU signed with other parties.
- 5. The Bidder must submit Satisfactory Performance Certificate duly signed by the Head of the Institution/ authorized signatory for at least two completed contracts

<u>Note:</u> Experience and satisfactory work experience certificate issued by head of the institution/authorized signatory must be annexed with bid.

## **Submission of E-tenders:**

- (i) The bid along with the necessary documents should be uploaded on the CPPP Website: https://eprocure.gov.in/eprocure/app. as per guidelines mentioned in the portal. Tender have to be submitted only online at CPPP site <u>https://eprocure.gov.in/eprocure/app</u> in two bid systems i.e. (i) technical bid and (ii) financial bid in the prescribed proforma. All the documents in support of eligibility criteria etc. are also to be scanned and uploaded along with the tender documents. Tender sent by any other mode will not be accepted. The list of documents to be submitted along with technical bid and financial bid are detailed in the Tender document.
- (ii) Tender documents may be downloaded from institute's web site <u>www.aiimsbathinda.edu.in</u> (for reference only) and CPPP site <u>https://eprocure.gov.in/eprocure/app</u>
- (iii)AIIMS Bathinda reserves the right to amend or withdraw any of the terms and conditions contained in the Tender Document or to reject any or all tenders without assigning any reason. The decision of the Executive Director of the AIIMS Bathinda in this regard shall be final and binding on all.
- (iv)Tender fee Rs. 1000/- should be deposited in the account of Executive Director, AIIMS Bathinda online through RTGS. The details of account are as under: -

•	Account No.	: 39813074890
٠	Name of Account	: Executive Director, AIIMS Bathinda
٠	Name of Bank & Branch	: SBI, Milk Plant Branch
٠	IFSC Code	: SBIN0050872

The copy of UTR should be uploaded with technical bid, No Tender fee will be accepted offline. Incomplete tender in any respect shall be summarily rejected.

## (v) Earnest Money (EMD)

(i) Earnest money deposit of **Rs. 50,000/- (Fifty Thousand only)** should be paid online through RTGS. The details of RTGS are as under:

RTGS Details: -

•	Account No.	: 39813074890
•	Name of Account	: Executive Director, AIIMS Bathinda
•	Name of Bank & Branch	: SBI, Milk Plant Branch
٠	IFSC Code	: SBIN0050872

- (ii) The proof of EMD should be enclosed with Technical Bid or the tender. The earnest money will be refunded to unsuccessful bidders within 30 days of finalization of tender. The earnest money may be returned back to the successful tenderer, after receipt of security deposit before signing of the agreement.
- (iii) EMD in any other format is not acceptable.

# (vi) <u>PERFORMANCE BANK GUARANTEE: -</u>

- (a) The service provider/successful tenderer shall submit Performance Bank Guarantee deposit in the amount stated hereinabove, having validity of 26 months (2 months beyond completion of all the contractual obligation). The service provider/successful tenderer shall ensure the extension of its validity for further period, if the contract is extended.
- (b) The Performance Bank Guarantee of 3% of the value of contract may be made in the form of FDR/Demand Draft/Bank Guarantee of any Nationalized/scheduled Bank, in favour of *'Executive Director, AIIMS Bathinda'* drawn on any Nationalized/scheduled Bank and payable at Bathinda within fifteen days of the issue of the Letter of notification of award along with non-judicial stamp paper of Rs. 500/- (Contract agreement). Vendor will bear the expenditure of Stamp Paper.
- (c) The security deposit shall be release, or refunded, as the case may be, only upon expiry of a period of 02 (Two) months after the expiry of the contract or its termination, as the case may be, after adjustment of all dues of the Institute or damages of any kind, if any. The Institute shall be entitled to adjust any and every due amount from the said security deposit.
- (d) The Performance Bank Guarantee can be fortified by order of this Institute in the event of any breach or negligence or non-observance of any condition of contract or for unsatisfactory performance or non-observance of any condition of contract.

## **SECTION-II**

#### **Instructions for Technical & Financial Bid**

## 1. Instructions for Technical Bid

The bidder shall upload the valid documents, certificates and affidavits as listed below with the Technical bid and shall specify the page no., failing which bid will be summarily rejected:

- (a) Bidder must upload scanned copy of tender fee deposit.
- (b) Bidder must upload scanned copy of EMD deposit.
- (c) Bidder must upload CA certified Annual turnover along with supporting Balance sheets for same period along with ITR for last 03 financial years i.e., 2017-18, 2018-19 & 2019-20.
- (d) Registration of firm/company/bidder
- (e) Bidder must upload the self-attested scanned copy of PAN.
- (f) An affidavit duly sworn before a notary that the firm or proprietary concerned or company have never been blacklisted.
- (g) An affidavit duly sworn before a Notary that neither bidder nor the firm/partners/proprietor/Director of the company has never been convicted or punished by any Court of Law nor any criminal prosecution, involving moral turpitude, in which a charge sheet is issued, is pending against any of them.
- (h) Self-attested scanned copy of EPF & ESI Registration certificate along with the code number.
- (i) Self attested scanned copy of GST registration certificate along with number.
- (j) Copy of resolutions for authorization of signatory to sign the bid along with name and designation.
- (k) Bidder must upload the Tender Acceptance form in the given format of this tender document.
- (1) Satisfactory Performance Certificate duly signed by the Head of the Institution for at least two completed contracts
- (m) List of manpower on payroll under the bidding firm as on the last date of bid submission
- (n) Properly filled Section VI along with documentary proof to support the declarations.

## 2. Instructions for Financial Bid

# The bidder shall complete the financial bid as per the points given below and shall upload all the below mentioned documents/certificates with financial bid, failing which bid shall summarily be rejected:

- (a) The bidder must quote in figures without decimals as well as in words the total amount offered and in the event of any discrepancy, the amount quoted in word would be taken to be the offered amount.
- (b) The bidder must quote the financial bids as per Section VII
- (c) The bidder must ensure that the rates are written in such a way that no blank space is there.
- (d) Bidder must clearly specify the GST to be paid extra, failing which price will be taken as basic price excluding GST. GST will not be considered for deciding Lowest Bidder.
- (e) The bidders may contact Procurement Cell on the institute for any clarifications before quoting the rates, if any.
- (f) Rates and tender will be finalized on the basis of criteria as laid down in Section VII.

# BID SHALL BE REJECTED IF ANY OF THE SAID DOCUMENT OR INSTUCTION IS NOT FOLLWED.

# 3. Check List:

Sl. No.	Document to be submitted	Yes/No
1.	Scanned copy of Tender fee	
2.	Scanned copy of EMD	
3.	Experience and satisfactory work performance certificate. (as per Section – VI)	
4.	CA certified Annual turnover along with supporting Balance sheets for same period along with ITR for last 03 financial years i.e., 2017- 18, 2018-19 & 2019-20	
5.	Self-attested copy of PAN	
6.	Properly filled <b>Section</b> – <b>VI</b> along with documentary proof to support the declarations	
7.	An affidavit duly sworn before a notary that the firm or proprietary concerned or company have never been blacklisted	
8.	An affidavit duly sworn before a Notary that neither bidder nor the firm/partners/proprietor/Director of the company has never been convicted or punished by any Court of Law nor any criminal prosecution, involving moral turpitude, in which a charge sheet is issued, is pending against any of them.	
9.	Copy of resolutions for authorization of signatory to sign the bid along with name and designation	
10.	EPF Registration certificate	
11.	ESI Registration certificate	
12.	GST registration Certificate	
13.	Tender Acceptance form as Section – IX in the given format	
14.	Registration of firm/company/bidder	
15.	List of manpower on payroll under the bidding firm as on the last date of bid submission	

## **SECTION - III**

## **GENERAL CONDITIONS OF CONTRACT**

- 1. Only proprietor will sign the agreement in case of award of work to a proprietary firm, however in cases of partnership/company only legally authorized person will sign the agreement.
- 2. The successful bidder has to maintain a current/saving bank account with any branch of a nationalized bank situated in Bathinda and intimate the A/C No. to the Accounts Department, Accounts Officer and Procurement cell of the Institute, within a week of award of tender.

## 3. <u>THE SUCCESSFUL BIDDER DELIVERABLES.</u>

- (a) The successful bidder shall provide the services in the designated area during such time in the day as may be specified for that particular area from time to time.
- (b) The services shall be provided only through qualified and experienced personnel for particular service.
- (c) Before start of work/deployment the successful bidder shall submit details (including identity, educational qualification, bank account number, credential etc.) of personnel through which the services will be rendered to the Medical Superintendent.
- (d) The successful bidder will pay wages/salary by 7<sup>th</sup> of every month, only through RTGS/NEFT, to the personnel deployed in AIIMS Bathinda for providing services and submit the proof of such payments to Institute by 15<sup>th</sup> of every month.
- (e) The value of payments will not be less than latest Central Government Minimum Wages rates as notified by Chief Labour Commissioner (C), Ministry of Labour & Employment, Government of India for Bathinda region as per notified classification of Area effective at that time.
- (f) Manpower required is classified into four categories i.e., Highly Skilled, Skilled, Semi-Skilled and Unskilled. A minimum of 100 manpower in different categories will be required in phased manner. Number of Manpower is subject to increase, depending upon the burden and working area.
- (g) Manpower recruited for AIIMS Bathinda under the said contract will be approved by the selection committee constituted by the Executive Director, AIIMS Bathinda for all categories of Manpower.
- (h) All the manpower recruited for AIIMS Bathinda under this contract will have to submit the valid qualification documents as per the post recruited to the selection committee constituted by the Executive Director, AIIMS Bathinda.
- (i) The successful bidder will issue the identity card to the manpower deployed with name and address of the manpower and employer bidders name printed on the card. Under no circumstances should such identity card carry the name of the Institute, or its log, in any form.
- (j) All manpower deployed for the services shall wear such uniform as may be specified by the Institute from time to time.
- (k) Uniform, Identity card, any other item shall be provided by the vendor, at its own cost.

- (1) The successful bidder shall ensure that there is no disruption of services because of absenteeism of human resource. The successful bidder must have and alternative backup plan for continued availability of human resource in all cadres to ensure that there is no disruption to the services.
- (m)Before deployment of any manpower the successfully bidder shall upload:
  - a. Copy of letter of appointment issued to the deployed manpower carrying the signature of the incumbent.
  - b. An undertaking from the deployed manpower to the effect that he/she would not claim any rights to be an employee of the Institute on the basis of his/her deployment under the terms of the contract.

# 4. <u>Performance indicator:</u>

Performance of the contract would be judged as on overall basis, inter-alia taking the following parameters into consideration: -

- (i) Attendance and punctuality of personnel deployed to provide services.
- (ii) Status and quality of task performed.
- (iii) Number of breakdowns in the Services.
- (iv) Inter-personal and behavioral problems observed.
- (v) Undesirable actions observed which may cause or may have caused financial and reputation loss to the Institute.
- (vi) Complaints received.
- (vii) General opinion/general assessment by any faculty/department/committee, constitute for the purpose of monitoring.

# 5. <u>RESPONSIBILITIES OF THE SUCCESSFUL BIDDER:</u>

- (a) The Successful bidder shall provide all the services as provided in Section-III the successful bidder shall provide such services on all working days/shifts and even on holidays.
- (b) Apart from providing the aforesaid services, as and when called for the successful bidder shall discharge any other duties, which in the opinion of the Institute are within the Scope of Work and Special Conditions of Contract, and the successful bidder shall carry out such duties with diligence and care.
- (c) The successful bidder shall provide speedy and competent services as per the performance benchmark and shall also deploy the required number of personnel to this effect.
- (d) The manpower deployed by the successful bidder for carrying out the services under the terms of the contract shall be employees of the successful bidder. No relationship of master and servant is created between the deployed manpower and the Institute under this contract. The successful bidder shall be solely responsible for their affairs and will be under mandatory/ obligations to comply with the statutory obligations such as EPF, GST, ESIC etc. as and where applicable.
- (e) It is the responsibility of the successful bidder to issue ESI Cards all the personnel deployed at AIIMS Bathinda.

- (f) These personnel shall have no claim whatsoever, to be treated as employees of the Institute. In the event any such claims made by the personnel of the successful bidder shall indemnify the Institute against any such claims, either monetary or otherwise. Over and above as foresaid, all applicable statues will invariably be invoked concurrently or prospectively as will be the case, will be borne by successful bidder or the institute as per the provision of the said tax.
- (g) The successful bidder at all times should indemnify the Institute against all claims, damages or compensation under the provisions of payment of wages Act 1936, Minimum wages Act 1948, Employer's liability Act 1938, the workmen compensation Act 1923, Industrial disputes Act 1947, Maternity Benefit Act 1961, payment of bonus Act 1965 or any other law relating thereto and rules made there under from time to time. The Institute will not own any responsibility in this regard.
- (h) COMPLIANCE: The Agency / Tenderers shall be responsible for compliance with the provisions of all the applicable Labour Laws including latest amendments and revised rates but not limited to:
  - a. Contract Labour (Regulation Abolition) Act &,1970;
  - b. Minimum Wages Act,1948;
  - c. Workmen's Compensation Act,1923;
  - d. The Employee Provident Fund Act, 1952;
  - e. Employee State Insurance Act, 1948;
  - f. The Payment of Bonus Act, 1965 and Gratuity Act, 1972
  - g. The Child Labour (Prohibition and Regulation) Act, 1986
  - h. Quantum of reservation as per Government of India orders/PMSSY Rules & Regulations, and
  - i. Any other rules, regulations and / or statutes as may be applicable to them from time to time.
- (i) The successful bidder must provide the manpower deployed with bonus and leave of the kind due as per prevailing laws, wherein the same would be reimbursed by the AIIMS Bathinda, if mandated by law, as per actual and under the obligations of relevant and prevailing rules.
- (j) Successful bidder shall be fully responsible for any accident or mishap involving manpower engaged by him and any claim made on this part will be paid by the successful bidder. The Successful bidder shall indemnify the Institute from any claims arising out of accidents or mishaps, disabilities of any nature or death, or arising out of provisions under law or of any other nature in respect of all manpower engaged by successful bidder.
- (k) In case the successful bidder fails in fulfilling the obligations of work/service under the contract, fully and in time, the Institute shall have the absolute right to take up the work at the successful bidder's cost and risk, and recover all such expenses from the amounts due to the successful bidder including their security deposit.
- (1) The successful bidder will post suitable and experienced personnel as maybe needed to supervise and guide the personnel for proper completion of the work/services as per direction of the Medical Superintendent or by such officer as may designated by the institute. The successful bidder is overall responsible for the good conduct and character of the manpower deployed. Successful bidder is expected to be duly diligent to carry out background check of verve manpower before

deploying it with the institute and ensure that no criminal case is ongoing against any of the manpower deployed as and when they are deployed by the successful bidder.

- (m) They will have to abide by the latest Central Government Minimum Wages rates as notified by Chief Labour Commissioner (C), Ministry of Labour & Employment, Government of India for Bathinda region as per notified classification of Area effective at that time and all other relevant and applicable statutory labour and other laws, rules and regulations as applicable e.g., EPF, ESI, Bonus etc. The successful bidder shall comply with regulation of any statutory authority on any obligation imposed upon him by the authorities or applicable under any law as a result of establishing and running the services and indemnify the services under the agreement to be executed between institute and successful bidder and shall indemnify the Institute and its officers/employees from any claim or consequences/damages for any lapse or non-compliance thereof. The successful bidder and his assistants and personnel shall be liable to be dealt suitably in the event of infringement of any law. Any liability arising on the Institute as principal employer shall be deducted from the bills of the successful bidder and the full amount shall be recovered from the security deposit and subsequent monthly bills of the successful bidder.
- (n) The successful bidder shall be responsible for the conduct of his personnel and in case of any complaint against any staff, the successful bidder shall be under obligation to suitably punish such personnel or to take such other action as may be directed including removal or substitution of such personnel when instructed orally or in writing by the Medical Superintendent or by such officer as may designated by the institute. The successful bidder shall observe all the laws and shall be responsible for any prosecution or liability arising from breach of any of those laws. The institute shall not be held accountable or responsible under this head with regard to staff on the rolls of the successful bidder in any manner whatsoever.

# 6. CONSIDERATION/ COMPENSATION/ PAYMENT:

(a) The successful bidder shall submit monthly bill in original to the institute for the services rendered by the successful bidder in the preceding month. The payment shall be released after satisfactory performance of work, which shall be certified by the officer designated by the Institute for the said purpose.

(b) The successful bidder will pay wages/salary by 7<sup>th</sup> of every month, only through RTGS/NEFT, to the personnel deployed in AIIMS Bathinda for providing services and submit the proof of such payments to Institute by 15<sup>th</sup> of every month.

(c) The successful bidder shall submit bills complete in all respect within 15 days of every month, subject to any clarification, dispute and difference, the Institute agrees to settle the bills raised by the successful bidder within 30 days from the date of receipt of bills, submitted along with proofs of payment under statutory obligations.

(c) The successful bidder would also fully indemnify any legal and financial liability bestowed upon the Institute in respect to the personnel employed/deputed under the agreement executed between Institute and successful bidder.

(d) The successful bidder shall abide by and follow all the labour and other laws enforced from time to time in respect of his staff. The Institute will in no way be responsible for any liability or claim of the personnel employed by the successful bidder. Institute shall be indemnified from any dispute/claim arising out of the work done under the contract by the successful bidder. The successful bidder shall be fully responsible for payment of any amount of compensation arising out of any accident etc. to their personnel or outside agency deployed by them for fulfillment of the terms of the contract. The successful bidder will make full arrangement and responsible for safety and security of all such staff.

(e) If at any later date, it is found that the information, documents and certificates submitted by the successful bidder/contractor are wrong/ forged/ fake/ false or manipulated, bid/ contract shall be cancelled and EMD/security deposit with the Institute shall be forfeited without any claim whatsoever against the Institute. If at any time it is also found that any type of liability/ responsibility fixes on the Institute or its employees by any Government or local bodies regarding the bid/ contract, the total responsibility will have to be borne by the bidder/contractor.

# 7. CONTROL & SUPERVISON OF SUCCESSFUL BIDDER'S PERSONNEL:

(a) The successful bidder shall in person or through the supervisors, supervise and control the working of all the personnel engaged by him for the purpose of carrying out the obligations under the contract and shall be fully responsible for maintaining discipline, peace, good behavior, appearance of the personnel deployed in the Institute's premises.

(b) In the event of the work carried out by the successful bidder or its personnel if being not found satisfactory, the successful bidder upon advice, directions or orders from the Institute shall take immediate necessary steps so as to provide prompt, uninterrupted and effective services, as per terms of contract.

(c) The successful bidder shall ensure that the personnel engaged by them shall remain on the premises of the Institute as per timings indicated by the Institute. However, prior permission will have to be obtained by the successful bidder/its supervisors from the Institute in the event of successful bidder/its personnel being required to remain on the Institute's premises beyond the aforesaid stipulated time and/ or on Sundays and fixed public holidays for any reasons whatsoever.

## 8. DAMAGES TO PERSON & PROPERTY:

(a) The successful bidder shall ensure that all manpower deployed for carrying out the terms of contract is duly covered and registered under beneficial insurance scheme of ESI corporation and their contribution is regularly deposited to meet any eventuality of accidents (fatal or otherwise) or injuries. The successfully bidder shall submit along with is monthly bills, proof of deposit of ESI of all manpower deployed during the period of the bill. It is the responsibility of the successful bidder to issue ESI Cards all the personnel deployed at AIIMS Bathinda.

(b) The successful bidder shall ensure that the Institute shall in no way be held responsible or liable to meet any claim of the personnel deployed by the successful bidder against any accident or injury etc. suffered by the personnel of successful bidder during the course of his employment.

(c) The successful bidder shall indemnify the Institute at all times against all claims for compensation under the provision of any law for the time being in force or in respect of any personnel employed by the successful bidder in carrying out the contract and against all costs and expenditures incurred by the Institute in connection therewith.

(d) The Institute shall be entitled to deduct any amount due for such claims including costs and expenses in connection with such claim from the money payable by way of consideration as aforesaid.

(e) If in the course of execution of the contract by the successful bidder any damage is caused by the successful bidder or its personnel deployed in the Institute's premises to persons and property of the Institute, the successful bidder shall be liable for the same and indemnify the Institute against such damages. Successful bidder shall also render all indemnify the Institute in the event of any inquiry relating to any accident.

(f) In case of any lapse, default and negligence, fraud etc. On the part of the successful bidder or its personnel deployed in the Institute's premises, due to which the Institute suffers any loss, the successful bidder shall be responsible to indemnity the loss and damages to the Institute. However, Institute will be at liberty to recover such losses from his security deposit and/or other payments due to him.

(g) The successful bidder shall indemnify the Institute against any action, proceedings, claims or demands of any persons (s), or its personnel made against the Institute in respect of services. The successful bidder shall also indemnify the Institute for any commission or omission or default on the part of the successful bidder, its personnel or agents which the Institute may have to pay, incur or sustain by reasons of any such action, proceedings, claims or demands or otherwise in relation thereto, or for any reasons whatsoever.

# 9. MISCELLANEOUS LIABILITY/RESPONSIBILITY:

(a) The successful bidder shall not divulge any information confidential or otherwise that he may come across. The successful bidder has been granted license by the Institute to enter the premises only for the purpose of carrying out the contractual obligations and not for any other reasons or purpose. It is specifically made clear to the successful bidder that such license is valid only during the subsistence of the contract and such license shall not be construed to confer any right on the successful bidder and or for its personnel, including the right to tenancy, sub-tenancy etc.

(b) Any financial liability arising to the Institute under the contract shall be deducted from the bills of the successful bidder and if the full amount is not recovered then the same shall be recovered from the security money of the successful bidder.

(c) The successful bidder and their staff/personnel shall follow the instructions/directions/orders/rules and regulations of the Institute in force or as amended from time-to-time by the competent authority of the Institute or officer nominated by the Institute. The successful bidder on the direction, orders or advice of the Institute will be under mandatory obligation to change the personal immediately.

(d) The Executive Director of the Institute or any officer authorized by the Institute may review or ascertain and enforce due and proper observance of the laws and rules and regulations. The officer so authorized by the Institute or the Executive Director of Institute, may investigate into any complaint regarding default in terms and conditions of bid/Agreement committed by the successful bidder.

(e) No party shall be allowed to be represented by legal expert during any investigation, enquiry, appeal or any other proceeding by or before any officer of the Institute against the successful bidder.

(f) The successful bidder shall follow the employment reservation law/order as applicable in Punjab Government.

# 10. VALIDITY OF TENDER:

The initial validity of the offer made in tender document is 90 days from the date of opening of the technical bid. At the behest of the Institute the successful bidder shall increase the validity period of his offer subject to a maximum of another ninety days.

## 11. COMMENCEMENT OF WORK:

The successful bidder is required to sign the agreement and start the work within seven days from signing of the Agreement. In case it is found that the work has not been taken up within seven days from the date of signing the Agreement, the Institute at its sole discretion may cancel the same and forfeit the earnest money deposit or security deposit, as the case may be.

## 12. PERIOD OF CONTRACT AND ITS RENEWAL:

(a) The life of the contract shall be for a maximum period of 03 (three) years from the date of execution of agreement.

(b) In the first instance, the contract would be for a period of 02 (two) year. Thereafter, the contract shall be renewed for further periods of 01 (one) year each, on the request of the contractor, made in writing at least three months before the date of expiry of the period of satisfactory performance report, on such request and need of the Institute.

(c) Each renewal of contract shall be made on the same terms and conditions on which the initial agreement has been entered into.

(d) Subject to other conditions of the contract, the minimum period for the running of the contract is 02 (two) year, during which the successful tenderer cannot withdraw from its obligations under the contract.

(e) In all circumstances and eventualities, whether arising out of expiry of the period of contract or its non-renewal or termination or withdrawal, the successful tenderer shall have to continue the work till such time that a new or alternate arrangement is made by the Institute.

# 13. TAXES AND DUTIES: -

(a) Statutory levies like Turnover Tax, Income Tax deduction at source and other statutory levies, as applicable from time to time, will be deducted from the bills of the successful bidder.

(b) GST and other taxes extra, as applicable from time to time, shall be applied.

# 14. NOTICE PERIOD FOR ABANDONMENT OF CONTRACT: -

(a) Neither party shall be entitled to withdraw from the contract during initial period of two year.

(b) After expiry of the initial period of one year, either party shall be entitled to withdraw from the contract after serving three-month notice in writing to the other party in this behalf.

(c) Notwithstanding any other provision contained herein, in all cases of withdrawal from contract or termination of contract under clause 10, the Service provider shall have to continue the work under the contract till an alternative arrangement is made by the Institute. In the event of failure to observe this condition, the entire security deposit, as also any and all other dues. lying with the Institute, would stand forfeited.

## 15. TERMINATION OF AGREEMENT: -

After giving opportunity of being heard to the successful tenderer, in a summary proceeding, the Institute may terminate the contract in the event of: -

- (a) Breach of any of the terms and conditions of this contract.
- (b) Any document or information uploaded by the successful tenderer, either before the signing of the contract or during the subsistence thereof, being found to be forged, fabricated or materially incorrect.
- (c) The successful tenderer submitting to the Institute materially false or incorrect reports.
- (d) Interference, in any form, during any inspections by an inspector nominated by the Director.
- (e) The successful tenderer fails to observe agreed service standards of fails to provide services in conformity with Institute; instructions or procedures or protocol.
- (f) The presentations and declarations made by the successful tenderer before entering into the contract with regards to its performance of services, functions etc. are found to be false and misleading.
- (g) The successful tenderer goes into liquidation or is wound up or dissolutions proceedings are initiated.

- (h) If liquidator or receiver is appointed to take possession of undertaking, business or assets of successful tenderer.
- (i) Changes in the Ownership or Management of the successful tenderer.

## 16. ASSIGNMENT: -

Successful tenderer shall have no right to assign, transfer or sublet the contract arising out of this Tender.

## 17. GOVERNING LAW: -

The law of India shall apply to the contract arising out of bid. The courts at Punjab shall have exclusive jurisdiction in all matters arising out of the contract.

## 18. SETTLEMENT OF DISPUTE AND ARBITRATION: -

(a) In the event of any dispute or difference between the parties relating to or concerning the interpretation of the contract or any alleged breach thereof or any matter relating to the contract, the same shall be settled by the parties, as far as possible, by mutual discussions and consultation between themselves. The dispute shall be so settled only when the same has arisen during the subsistence of the contract.

(b) No party shall be allowed to be represented by a lawyer during any proceeding of mutual discussions and consultation.

(c) In the event of any dispute or differences, arising in connection with the contract, whether during the subsistence of the contract or at any time after the expiry thereof, not being resolved in the manner provided in clause 'a' above, the same shall be referred to the sole arbitrator to be appointed within 03 months of raising of such disputes by the Executive Director under the provision of the ARBITRATION AND CONDILIATION ACT 1996 and amendments. The place of arbitration shall be Bathinda Punjab.

(d) The decision so taken by the Executive Director, in accordance with clause 'c' shall be final and binding on the parties.

## 19. STAMP DUTY: -

Stamp duty leviable on agreement shall be borne by the successful bidder.

## SECTION-IV

## Scope of Work and Special Terms & Conditions

Notwithstanding anything contained in this bid Document, Special terms & conditions and Scope of Work mentioned in Section-IV shall prevail over the General Terms and conditions mentioned in Section-II of this bid document.

- 1. The manpower those who are engaged to work in the different areas of AIIMS Bathinda will have to follow the schedule as per the requirement of the operational area. They may also be engaged to work in shift as per the Institute's requirements. No extra payment shall be made on this account.
- 2. There shall be no master and servant relationship between AIIMS, Bathinda and the persons deployed through the Agency. The agency will be the sole employer of these manpower. The persons so deployed by the service providing Agency shall not claim nor shall be entitled to pay, perks and other facilities as admissible to ad-hoc, temporary, regular/ confirmed employees of this Institute during the currency or after expiry of the contract. It will not bestow any liability implicitly or explicitly upon AIIMS, Bathinda in connection with any loss or damage caused to the workers as engaged by the agency.
- 3. The value of payments will not be less than latest Central Government Minimum Wages rates as notified by Chief Labour Commissioner (C), Ministry of Labour & Employment, Government of India for Bathinda region as per notified classification of Area effective at that time.
- 4. Manpower required is classified into four categories i.e., Highly Skilled, Skilled, Semi-Skilled and Unskilled. A minimum of 100 manpower in different categories will be required in phased manner. Number of Manpower is subject to increase, depending upon the burden and working area.
- 5. Manpower recruited for AIIMS Bathinda under the said contract will be approved by the selection committee constituted by the Executive Director, AIIMS Bathinda for all categories of Manpower.
- 6. All the manpower recruited for AIIMS Bathinda under this contract will have to submit the valid qualification documents as per the post recruited to the selection committee constituted by the Executive Director, AIIMS Bathinda.
- 7. 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.
- 8. The tenderer will be bound by the details furnished by it to this Institute, while submitting the tender or at subsequent stage. In case, any of such documents furnished by it is found to be false at any stage, it would be deemed to be a breach of terms of contract making it liable for legal action besides termination of contract and forfeiture of the performance security.
- 9. The Agency shall ensure that the person requited against said post fulfills of qualifications (academic/professional) skills and experience as desired for the said post. The essential qualification/experience are indicative in nature. However, at the time of engagement these aspects shall be decided by Executive Director, AIIMS Bathinda.

- 10. The Agency will get their antecedents, identity proof, character and conduct and medical health suitability verified from the competent agency as per the law and agency will be responsible for their conduct. The agency will pay the compensation, if any loss is caused by the workers as engaged by him while working at AIIMS, Bathinda the amount of the compensation as decided by the AIIMS, Bathinda will be final and agency will accept the same and AIIMS Bathinda will extend no financial or any other benefit in this regard.
- 11. The successful bidder must be responsible for providing services in the designated area as and when required.
- 12. The minimum educational qualification & experience of the Manpower deployed by the bidder shall be according to Section VI.
- 13. The successful bidder shall present details of manpower through which the services will be rendered by successful bidder before the Institute or committee identified by Institute for the purposes to assess the suitability of personnel of successful bidder.
- 14. The successful bidder shall be responsible for issuing the identity card with name, address, employer name and other relevant details printed on the card to the manpower engaged for providing the services.
- 15. All manpower deployed for the services shall wear the uniform as specified by the Institute, which shall be provided by the bidder.
- 16. The Successful bidder shall be liable to provide the services as provided in Section-III. The successful bidder shall be liable to provide such services on all working days/shifts and even on holidays.
- 17. Apart from providing the aforesaid services, as and when called for, the Successful bidder shall be liable to discharge any other duties which in the opinion of the Institute are within the SCOPE OF WORK of the successful bidder and the successful bidder shall carry out such duties with diligence and care.
- 18. In case the successful bidder fails in fulfilling the obligations fully and in time, the Institute shall have the absolute right to take up the work at the successful bidder's cost and risk and recover all such expenses from the amounts due to the successful bidder including their security deposit.
- 19. The full particulars of the personnel to be deployed by the Agency including their names, addresses and identity proof shall be furnished to the authorized official(s), AIIMS, Bathinda along with testimonials before they are actually deployed for the job. The suitability of the workers to be engaged under this contract is to be examined by the authorized official(s) of the AIIMS, Bathinda and agency will only engage those who are cleared by the authorized official(s) as mentioned above. Accordingly, the agency will provide sufficient number of workers to be screened for engagement. The Agency has to provide required suitable manpower within two days of the intimation received from the authorized official of the AIIMS, failing which the same will be construed as violation of the terms and condition of the contract.
- 20. The Agency shall not deploy or shall discontinue deploying the person(s), unless asked for by the authorized official(s), at any time without assigning any reason whatsoever. In case the authorized official of AIIMS Bathinda intimate to disengage or replace any workers, the agency will comply the same immediately.

- 21. The personnel shall work under directives and guidance of the concerned officials/Departments and will be answerable to them. This will, however, not diminish in any way, the Agency's responsibility under the contract to AIIMS, Bathinda.
- 22. The agency will make available the biometric attendance details as maintained for cross checking by the AIIMS Bathinda Authority. The Agency shall mandatorily make provision for biometric attendance for all its manpower deployed at AIIMS, Bathinda. The service provider has to provide and maintain sufficient number (minimum 10 Nos) of Biometric attendance device at his own cost for recording attendance of his all employees deployed in the institute.
- 23. A responsible and senior level representative of Agency shall be In-charge of the manpower system and shall be accountable for the efficient rendering of the service under the contract. The 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 Medical Superintendent and will be answerable to the Medical Superintendent. This will, however, not diminish in any way, the Agency's responsibility under the contract to the AIIMS, Bathinda. The representative will also maintain the muster roll, the wages / payment registers and other documents as provided in the Contract Labour Act. The Agency shall provide necessary undertaking and documentary evidence in this regard.
- 24. A senior level representative of the Agency shall visit AIIMS, Bathinda at least once-a- day/as and when required and comply the requirement. During the visit, Agency's representative will meet the authorized official of AIIMS, Bathinda/officer dealing with the contract for mutual feedback regarding the work performed by his personnel and removal of deficiencies, if any, observed in their working. The responsibility of transportation, food and other essential requirements in respect of each deployed personnel will be solely with the agency. The Agency will strictly ensure that any sensitive / confidential nature of information related to the AIIMS, Bathinda is not divulged or disclosed to any person by the personnel deployed by it.
- 25. Agency shall ensure that any replacement of the personnel, as required by the authorized official of AIIMS, Bathinda for any reason specified or otherwise, shall be affected promptly without any additional cost to the AIIMS, Bathinda. If the agency wishes to replace any of the personnel, the same shall be done with prior concurrence of AIIMS, Bathinda at Agency's own cost.
- 26. The Agency shall provide Photo Identity Cards of good quality to its personnel deployed at AIIMS, Bathinda at its own cost and ensure that these cards are to be constantly displayed, maintained in good condition.
- 27. The Agency shall ensure that the personnel deployed are disciplined and do not participate in any activity prejudicial to the interest of the AIIMS, Bathinda/ MoH&FW / Govt. of India / any State or any Union Territory.
- 28. The day-to-day functioning of the services shall be carried out in consultation with concerned departments of AIIMS, Bathinda. Proposals for efficient functioning shall be discussed,

considered and implemented from time to time by the agency with approval of competent authority of AIIMS, Bathinda

- 29. In case of any loss that might be caused to the AIIMS, Bathinda due to lapse on the part of the personnel discharging their responsibilities will be borne by the Agency and in this connection, authorized officer of AIIMS, Bathinda 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, Bathinda besides imposition of penalty. In case of frequent lapses on the part of the personnel deployed by the agency, Executive Director, AIIMS, Bathinda 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.
- 30. The successful bidder or his authorized representative should be available in the hospital round the clock and must carry mobile phone.
- 31. This report and monthly supply of material will have to be submitted with monthly bill for payment along with monthly bank deposit challan of EPF, ESI of all the workers and GST challan, etc. the challan have to be AIIMS Bathinda specific or individual worker's name specific.
- 32. All works will be executed as per detailed specifications and directed by the Medical Superintendent/ Office in which the manpower is posted.
- 33. The successful bidder will be required to post suitable, qualified and experienced manpower as may be needed to manage and guide the manpower for proper completion of the work as per the direction of Medical Superintendent.
- 34. If it is observed at any stage that the quality of the work in not satisfactory, the contract may be terminated and Security deposit will also be forfeited. The Successful bidder will have no clams what so ever on the Institute.
- 35. Any other allied work, which is not specified but implied to this contract and as instructed by the Institute, will be carried by the bidder.
- 36. The Institute, reserves the right of altering the specifications of works/material/manpower of adding or omitting any items of work or having portions of the same carried out departmentally or otherwise and such alterations and variations shall not vitiate agreement.

# 1. <u>Payment:</u>

(i) Payment shall be released against submission bills in duplicate by the successful bidder for satisfactory performance of work, which shall be certified by the Medical Superintendent Office designated by the Institute for the said purpose.

(ii) The successful bidder shall pay wages through online by RTGS/ NEFT to the personnel engaged for providing services and will submit the copy of such online transfer to Institute.

(iii) Monthly payment of the personnel engaged by the bidder must be done by the 7<sup>th</sup> of following month. penalty for late payment will be INR 20,000/- per day.

(iv) Service charges will be paid for the billed value.

## 2. <u>Escalation:</u>

The escalation in labour rates, Government tax and levies will be applicable during currency of contract. The increase/decrease in material cost shall be considered after one year of contract on basis of RBI price index on the request of successful bidder subject to satisfactory performance during the currency of contract. The escalation beyond material cost would only be changed in minimum wages as per actual.

## 3. Manpower

(i) Manpower shall be posted round the clock duty (24 X 365) as per the requirement and final decision shall be taken by Medical Superintendent. The successful bidder has to provide the reliever/ extra for adjustment of weekly off & other holidays as entitled by the manpower as per the law for which separate wages will be payable to the successful bidder. [The manpower requirement is tentative and may increase or decrease as per requirement. Manpower will be recruited in phased manner, on as and when required basis]

(ii) In future, whenever any new area is activated or there is need of additional manpower on regular basis or temporarily for a limited period, the bidder will be under obligation to provide the same and the wages will be paid as per the provisions of contract.

(iii) Whenever there is a need to change (increase or decrease) the number of manpower, the same will be engaged/deployed/removed by the successful bidder only after the permission of the Medical Superintendent. The successful bidder will submit the copy of engagement/ appointment of all his/her manpower with their complete bio data engaged by him for due performance of obligations under the contract within one week of taking over the work.

(iv) The successful bidder & his manpower shall follow the instructions of the Institute in force and instructions issued from time-to-time. Institute will be free to take suitable action against the successful bidder for violating the same.

(v) The successful bidder shall observe all the laws and will be responsible for any prosecution or liability arising from breach of any of those laws. The Institute will not be responsible with regard to manpower on the rolls of the successful bidder whatsoever.

## 4. <u>Penalties</u>

- (i) Any financial liability arising to the institute under this contract shall be deducted from the bills of the successful bidder and if the full amount is not recovered from the security money of the successful bidder. There would be no liabilities of any kind on the Institute towards the manpower of the successful bidder.
- (ii) Time is the essence of this contract. In case the successful bidder fails in fulfilling the obligations fully and in time, the Institute shall have the absolute right to take up the work at the successful bidder's cost and risk and recover any and all such expenses from the amounts due to the successful bidder including security deposit.
- (iii) In case of default a suitable fine/ financial penalty for each such default will be as follows:
  - a. Absence/ shortage of manpower in a day Double of one day wage per person.
  - b. Lapse/ complaint in work performance- Rs. 1000/- per occurrence per day may be levied on the successful bidder.
- (iv) In the event of the successful bidder failing to execute the work under the contract in whole or in part on any given day, a fine/ penalty of Rs. 10,000/- (Rs. Ten thousand) per day will be imposed. An alternative arrangement made by the Institute will be totally at the cost & risk of successful bidder besides imposing penalty and fine.
- (vii) The successful bidder will issue identity cards/ name badges at his own expense to his manpower within one month of taking over. If any of his manpower is found without identity card/ badge, the successful bidder will be fined Rs. 300/- per manpower per day.
- (viii) The manpower should always be in uniform during duty hours as provided by the successful bidder. It will be strictly monitored by the institute and a fine of minimum Ra. 500/- (Five hundred) per day/person shall be imposed on successful bidder if any manpower is found without uniform after one month of commencement of the contract. The bidder will ensure that manpower without uniform is not deployed on duty.

## Manpower: -

- (a) The Successful Bidder must engage only manpower, whose antecedents have been thoroughly verified, including character and police verification and other formalities. The Successful Bidder shall be fully responsible for the conduct of his staff.
- (b) Any misconduct/Misbehavior on the part of the manpower deployed by the successful bidder will not be tolerated and such person will have to be replaced by the successful bidder at his own costs, risks and responsibilities immediately, with written intimation to the institute.
- (c) For all intents and purposes, the successful bidder shall be the "Employer" within the meaning of different Labour Legislations in respect of manpower so employed and deployed. The manpower deployed by the agency shall not have claims of any Master and Servant relationship against the Institute and institute shall not be under any obligation for providing employment to any of the

manpower of the successful bidder after the expiry of the contract. The Institute does not recognize any employee employer relationship with any of the manpower of the successful bidder.

- (d) The successful bidder should ensure to maintain adequate no. of manpower and also maintain a pool of stand-by staff. In case any absence of staff on the duty, the reliever of equal status shall be provided by the successful bidder from an existing pool of staff.
- (e) The manpower deployed by the successful bidder shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular/confirmed employees of the Institute during the currency or after expiry of the contract.
- (f) The Institute shall not be responsible for any financial or other injury to any manpower deployed by service providing agency in the course of their performing the functions/duties, or for payment towards any compensation.
- (g) The successful bidder shall be solely responsible for the redressal of grievances/resolution of disputes relating to manpower deployed. The Institute shall, in no way, be responsible for settlement of such issues whatsoever.
- (h) It will be the responsibility of the successful bidder to meet transportation, food, medical and any other requirements in respect of the manpower deployed and the Institute will have no liabilities in this regard.
- (i) The Institute shall not be responsible for providing residential accommodation to any of the manpower of the successful bidder.
- (j) The successful bidder must provide the manpower deployed with bonus and leave of the kind due as per prevailing laws, wherein the same would be reimbursed by the AIIMS Bathinda as per actual and under the obligations of relevant and prevailing rules.

## **SECTION-V**

S. No.	Desired Category	Qualification	Experience
1	Highly Skilled	Post Graduate desired field.	More than 01 years
2	Skilled	Graduate	More than 01 years
3	Semi-Skilled	12 <sup>th</sup> Pass	More than 01 years
4	Unskilled	10 <sup>th</sup> Pass	More than 01 years

## **Details of required manpower AIIMS Hospital**

# **IMPORTANT NOTE:**

- 1. Hospital being a sensitive patient care organization, the manpower recruited under this contract will be approved by the Selection Committee constituted by Executive Director, AIIMS Bathinda for all categories.
- 2. A minimum of 100 manpower in different categories will be required in phased manner, on as and when required basis
- 3. Number of Manpower is subject to increase, depending upon the burden and working area.
- 4. Qualification Criterions are tentative and may change as per recommendations of Selection Committee constituted by Executive Director, AIIMS Bathinda.
- 5. The decision of Executive Director, AIIMS Bathinda will be final and cannot be challenged in any case.

## Section – VI

#### Performa for Performance Statement

#### **UNDERTAKING – YEARS OF EXPERIENCE**

Tender No	Due for opening on:
Name of the Service	

I/ We M/s \_\_\_\_\_\_ hereby declare that:

- **1.** Our agency has been in business for a period of at last FIVE years in providing Manpower services for which the relevant supporting documents are submitted.
- 2. The list of clients served by our agency in the last Four years is given below to be submitted in said format with Documentary Proof.

S. No.	Govt./Private Hospital/commercial establishments used by public	Value of Contract	No. of employees provided	Duration of contract	Contact details of the Govt./Private Hospital/commercial establishments (Contact person, address and telephone number)

- **4.** We will be able to arrange for the required manpower, material, machine and other resources for the establishment of service as per the tender term within 15 days of award of tender (A/T)/Letter of intent (LOI).
- **5.** We declare that we have necessary infrastructure/tie up for the maintenance of the equipment being used and enough manpower to cater to any additional need of Client at short notice (any increase in required manpower), if any such need arises during the tenure of the contract.

Signature of the Tenderer

Name & Address with Official Stamp

## **SECTION – VII**

## **"FORMAT FOR PRICE BID"**

#### FINANCIAL/PRICE BID FOR PROVIDING MANPOWER

The bidder shall quote service charges in percentage at S. No. 08 and further financial component will be calculated accordingly for category (I) to (IV) in Indian Rupees in words and figures in Financial/Price Bid as per following format

		TT' 11	1		
		Highly Skilled	Skilled	Semi-Skilled	Unskilled
		(In Rs.)	(In Rs.)	(In Rs.)	(In Rs.)
		I	II	III	IV
	Basic plus VDA (Variable Dearness Allowance)				
1	* as per latest notification of minimum wages				
	issued by Ministry of Labour and Employment				
2	ESI 3.25 % of basic plus VDA plus any special				
4	allowance (if any) i.e., on S. No. (1) ***				
3	EPF 12% + EDLI 01%+ = Total 13% of basic				
3	plus VDA***				
	Bonus 8.33% @ Rs. 7000/- Or the minimum				
	wage for scheduled employment, as fixed by				
4	the appropriate Government, whichever is				
	higher. [Eligibility Limit (Rs. Per Month) is Rs.				
	21,000/-				
5	Total add S. No. (1) to (4)				
6	Service Charges () %age on total sum S.				
_	No. (5) (SHALL NOT BE LESS THEN 05% (five)				
7	Total S. No. (5) & (6)				
8	GST if applicable @% on total sum S. No.				
	(7)				
9	Total add S. No. (7) & (8) [Round Off] (Rates				
	per head/per month for specific Unit)				
	Total sum of Category (I) to (IV) per month	Rs			_only)
10	S.No.10 =	Rs. In Word	.S		
	5.110.10 -			only)	
		Rs			_only)
11	Total sum as for 2 years (S. No. 10 x 24)	Rs. In Word	.s		
				only)	

\*Variable Dearness Allowance as per the latest notification (as applicable) of Ministry of Labour & Empowerment, Office of the Chief Labour Commissioner (C).

\*\*\*Allowances-Gratuity, bonus, ESI, EPF and others: Regarding payment of the gratuity to the workers employed by the firm, it is agreed that the same will be done as and when the workers become eligible for the Gratuity. The bonus to be paid to the workers will be done on monthly basis and the same will be reflected in the respective monthly bills submitted by the firm for release of payment to the firm. Firm will submit the proof of depositing the ESI and EPF allowances as described in the tender clauses. The firm will follow all the guidelines/ procedure as per the law applicable related to the above. The firm will follow all the guidelines/ procedure as per the law

#### SECTION – VIII STRUCTURE & ORGANIZATION

- 1. Name & Address of the applicant
- 2. Telephone No. / Fax No.

3. Legal status of the applicant (attach copies of original document the legal status).

- (a) An individual
- (b) A proprietary firm
- (c) A firm in partnership

(d) A limited company or Corporation

4. Particulars of registration with various Government bodies (attach attested photocopy).

S. No.	Organization/ Place of registration	Registration No.
1.		
2.		
3.		

5. Names and Titles of Directors & Officers with designation to be concerned with this work.

6. Designation of individuals authorized to act for the organization.

7. Was the applicant ever required to suspend operation for a period of more than one month continuously after you commenced the operation? If so, give the name of the project and reasons of suspension of work.

8. Has the applicant or any constituent partner in case of partnership firm, ever abandoned the awarded work before its completion? If so, give name of the project and reasons for abandonment.

9. Has the applicant or any constituent partner in case of partnership firm, even been debarred/black listed for tendering in any organization at any time? If so, give details.

10.Has the applicant or any constituent partner in case of partnership firm, ever been convicted by a court of law? If so, give details.

11.Has the applicant any valid GST/Works Contract Tax registration with the Sales Tax Department?

12. Total number of employees along with their designations engaged by the bidder for the Manpower services.

13. Any other information considered necessary by not included above

Signature of Applicant

## Section – IX

## TENDER ACCEPTANCE FORM

1.	•			
	son of			
	of		who	is
	Proprietor/Partner/Director/Chairman	of	]	M/s
	1	have read	and understood	the
	contents of the foregoing sections with sound mind and without	out any pre	ssure from any per	son
	/ party. If any document or information furnished with tender/	bid is four	d forged or fabrica	ated
	at any time, the AIIMS Bathinda has full right to forfeit my/ou	r EMD and	l Security Deposit	and
	cancel the agreement.			

2. I am putting my signature and seal of the organization, as a token of acceptance to the above.

Signature
Name
Designation
Seal

Date

Place