

E-Tender

for

**Selection of Agency for providing manpower on job outsourcing basis
at AIIMS, Bhubaneswar**



E-Tender No.	:	11081/001/AIIMSBBSR/Admin/2020-21/53
Issue Date	:	30 Dec 2020
Pre Bid Meeting	:	12 Jan 2021 (3:00 PM)
Last Date of Submission	:	11 Feb 2021 (11:00 AM)
Tender opening date (Technical bid)	:	11 Feb 2021(12:30 PM)

All India Institute of Medical Sciences

Sijua, (Patrapada), Dumuduma
Bhubaneswar – 751019



ALL INDIA INSTITUTE OF MEDICAL SCIENCES

Bhubaneswar, (Odisha) – 751 019

Website: www.aiimsbhubaneswar.edu.in

E-Tendering Portal: <https://www.tenderwizard.com/AIIMSBBBSR>

E-TENDER DOCUMENT

Name of the e-Tender: Selection of Agency for providing manpower on job outsourcing basis at AIIMS, Bhubaneswar.

Notice Inviting E-Tender

E -Tender No. 11081/001/AIIMSBBBSR/Admin/2020-21/53

Dated- 30 Dec 2020

The Director, AIIMS Bhubaneswar, invites E-Bids in Two Bid System (i.e. Technical and Financial Bid) from eligible Firms / Companies on line through E-procurement solution portal of AIIMS Bhubaneswar (<https://www.tenderwizard.com/AIIMSBBBSR>) on mutually agreed terms and conditions and satisfactory performance for **Selection of agency for providing manpower on job outsourcing basis at AIIMS Bhubaneswar** and deploy them as per the post specified in this document. **The contract shall be for 02 (Two) years and may be extendable for another one year on mutually agreeable conditions or curtailed at the discretion of the Competent Authority of AIIMS, Bhubaneswar based on the Performance of the Manpower Agency or otherwise as decided by the AIIMS Bhubaneswar.**

The Bidder is expected to examine all instructions, terms and conditions, forms, and specifications in the bidding document. The bid should be precise, complete and in the prescribed format as per the requirement of the bid document. **The bid should not be conditional.** Failure to furnish all information required by the bidding document or submission of a bid not responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of the bid.

The Procurement of goods and services under this tender will be regulated as per the applicable provision of Public Procurement (Preference to Make in India), order 2017 and revised order dated 04 Jun 2020 of MoC&I (DIPP) & order vide F.No.6/18/2019-PPD dated 23 Jul 2020 of Ministry of Finance, Govt. of India.

The Bidder shall bear all costs associated with the preparation and submission of its bid and AIIMS, Bhubaneswar will in no case be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

E-Tendering Portal:

<https://www.tenderwizard.com/AIIMSBBBSR>

For E-tendering Queries contact Representative of ITI Limited (Bhubaneswar).

Email: twhelpdesk614@gmail.com **or** twhelpdesk404@gmail.com , **Mob:** 07377708585 /011-49424365.

E-TENDERING SCHEDULE

Name of the e-Tender: Selection of Agency for providing manpower on job outsourcing basis at AIIMS, Bhubaneswar.

Date of availability of E-Tender document in the AIIMS BBSR E-Tendering Solution portal		As per e-Tendering Portal of AIIMS Bhubaneswar www.tenderwizard.com/AIIMSBBSR , www.aiimsbhubanewar.nic.in and CPP Portal www.eprocure.gov.in for downloading/ participating
Last Date of downloading/participating in the E-Tendering Solution for this E-Tender		As per e-Tendering Portal of AIIMS BBSR https://www.tenderwizard.com/AIIMSBBSR
Date, Time & Place of submission of indicated desired Hard Copies in the Sealed Envelope		As per e-Tendering Portal of AIIMS, Bhubaneswar https://www.tenderwizard.com/AIIMSBBSR in the Tender box kept in the Office of the Sr. Procurement-cum Store Officer, AIIMS, Bhubaneswar - 751019 (Odisha)
Date, Time & Place of Opening of Technical Bid		The Technical Bid will open online as per the schedule given in the https://www.tenderwizard.com/AIIMSBBSR In case the Scheduled date is declared Holiday the tender shall be opened on next working day.
Tender Document Cost payable to AIIMS Bhubaneswar		To be downloaded from website hence no cost applicable.
E-Tendering Solution processing fee for providing online participation support & necessary DSC Certificates to Vendor for participate in Online E-Tender process		As applicable and displayed on https://www.tenderwizard.com/AIIMSBBSR and payable to www.tenderwizard.com directly by the prospective Tenderer.
EMD		EMD ₹ 40,00,000/- in the form of FDR/BG from the nationalized /Commercial bank valid for 06 months endorsed in favour of AIIMS Bhubaneswar. EMD in the form of DD(Demand Draft) is not acceptable.

Schedule of Tender

Issue / Publishing Date	:	Dt. 30 Dec 2020
Pre-Bid Conference	:	Dt. 12 Jan 2021 , at 03:00 PM
Last date and time of submission of e-tender	:	Dt. 11 Feb 2021 , at 11:00 AM
Date & time of opening of e-Tender	:	Dt. 11 Feb 2021 , at 12.00 PM
Amount of Earnest Money Deposit (EMD)	:	₹ 40,00,000 /- (Rupees Forty Lakh only)
Venue	:	All India Institute of Medical Sciences Bhubaneswar – 751019

Earnest Money Deposit (Bid Security):

Item No.	Description	No Of Posts	EMD (Rs.)
1.	Agency for providing manpower on job outsourcing basis	As per List	₹ 40,00,000.00

Tenderer need to deposit the EMD amount as per above mentioned Item in the Form of FDR/Bank Guarantee in favour of “**AIIMS Bhubaneswar**” and its legible scanned copy must be uploaded in the E-Tendering Solution and Hard copy of EMD in sealed envelope should be submitted on or before the Date of Submission of Bid in the Tender Box kept in the Office of Sr. Procurement-cum Store Officer, Academic Block , AIIMS Bhubaneswar -751 019. AIIMS Bhubaneswar will not pay any interest on any EMD Amount to bidder. The FDR or BG submitted as EMD are subject to verification from the issuing bank before its acceptance. If at any time the said instrument is found to be fake or not as a valid banking instrument, the said bidder submitting such instrument shall be black listed and shall be debarred from participating in future tenders of the Institute.

The EMD of the successful bidders shall be returned after the successful completion of contract and in case of unsuccessful bidders the same would be returned after award of the contract. AIIMS, Bhubaneswar shall not pay any interest on EMD to any bidders.

Clarification of bidding documents.

(i) The Tender Inviting Authority shall not be responsible for individually informing the prospective bidders for any notices published related to each bid. Bidders are requested to browse e-Tender portal or website of the Tender Inviting Authority for information/general notices/amendments to bid document etc. on a day to day basis till the bid is concluded before submission of bid.

(ii) A prospective bidder requiring any clarification of the bidding documents shall contact the purchaser in writing at the purchaser's e-mail address i.e. aso.rnpattnaik@aiimsbhubaneswar.edu.in & spo@aiimsbhubaneswar.edu.in. The purchaser will respond in writing (through e-mail) to any request for clarification, provided that such request is received not later than 10 (ten) days prior to the deadline for submission of bids.

(iii) **All the prospective bidder shall attend the Pre-Bid Conference at Board Room,1st Floor Academic Block, AIIMS, Bhubaneswar on 12 Jan 2021 at 3.00PM. Changes, if any, may be incorporated in the bidding document after the Pre-Bid Conference and will be uploaded on our official website as “Corrigendum”. Therefore, bidders are requested to submit their bids accordingly to revise changes after PBC, if any. No press advertisement will be made for corrigendum.**

Amendments in Bidding Documents

(i) At any time prior to the dead line for submission of Bid, the Tender Inviting Authority may, for any reason, modify the bid document by amendment and publish it in e-tender portal, tender wizard and AIIMS, BBSR website.

(ii) The Tender Inviting Authority shall not be responsible for individually informing the prospective bidders for any notices published related to each bid. Bidders are requested to browse e-Tender portal or website of the Tender Inviting Authority for information/general notices/amendments to bid document etc. on a day to day basis till the bid is concluded before submission of bid.

(iii) At any time till 7 **(seven) days before** the deadline for submission of bids, the AIIMS Bhubaneswar may, for any reason, whether at own initiative or in response to a clarification requested by a prospective Bidder, modify the bidding document through amendment. All amendments will be uploaded on the website regularly. AIIMS, BBSR shall not be responsible to notify the amendments/corrigendum to individual bidders. All amendments by the AIIMS, BBSR till 7 (seven) days before the deadline for submission of bids, shall be binding on the participatory bidders.

**Sr. Procurement-cum Store Officer
AIIMS Bhubaneswar**

TENDER EVALUATION

Tenders evaluation will be done in two stages:

- a. Technical bid (Eligibility Criteria).
- b. Financial bid.

Terms of Two Bid System:

The e-tender online shall be submitted in 2 (Two) parts:

- (i) **Technical Bid:** Online Submission of all required documents.
- (ii) **Financial Bid:** Financial bid shall be submitted online. The Financial Bid of bidders, who qualify at Technical Bid Evaluation, will be opened thereafter.
- (iii) **Manual Submission of Following Document in original:**

The following documents are to be sent to Sr. Procurement-cum Store Officer, AIIMS, Bhubaneswar- 751019, separately in a sealed envelope superscripted as: “e-Tender for **Selection of Agency for providing manpower on job outsourcing basis**” at AIIMS, Bhubaneswar. The sealed envelope should reach on or before the last date & time of submission of e-Tender online.

- a. EMD
- b. Undertaking for acceptance of all Terms & Conditions as per **Annexure- I**.
- c. Notarised affidavit on Indian Non-judicial stamp paper of ₹.10/- as per **Annexure-II**
- d. Catalogues & documents that are technically relevant and supportive to the bid.

Technical Bid (Eligibility Criteria):

The Scanned copies of the following Mandatory documents to be uploaded on e-Tendering Portal in the following format :

Sl no.	Details / Particulars	Uploaded (Yes/No)	Page No
1	(To be Mentioned in the Letter head of the Firm). 1. Name & Address of Bidder with phone number, email-id. 2. Specify whether a Proprietorship / Partnership firm/ Company 3. Name of Proprietor /Partner/Managing Director/Director.		
2	The Private Limited/Limited companies who are registered under Companies Registration Act 1956 are required to submit the basic document of the company to carry out particular job/work for which it is registered, i.e.,The Memorandum & Articles of Association of the company must be submitted with their technical bid.		
3	Name, address & designation of the authorized person for signing the bid documents. (Authorization should be made in Letter head of the Organisation)		
4	PAN No. (enclose the attested copy of PAN Card)		
5	GST Registration Certificate showing clearly GST no. of the firm(Enclosed copy of GST Certificate)		
6	Income Tax return for the last 05(Five) FY (2015-16, 2016-17,2017-18,2018-19,2019-20).(Enclosed copy of ITR for last 05(Five) FY years).		
7	Annual Turn Over certificate for last 05(Five) Financial Years (2015-16, 2016-17,2017-18,2018-19,2019-20) and cumulative of all 05(Five) years (Duly signed by Chartered Accountant). Please attach Annual Accounts (balance sheet & P/L Accountant) of the agency, duly certified by Chartered Accountant with postal address for last 05(Five) years.		
8	Minimum Annual Turn over of Rs.20.00 Crore(Rupees Twenty Crore only) in each Financial Years (2015-16, 2016-17,2017-18,2018-19,2019-20).		
9	The tendering Firm/Agency/Company should have been registered for minimum 05(Five) year as on 31 Mar 2020.Copy of Registration Certificate to be enclosed.		
10	Details about your agency, clearly indicating details of managerial, supervisory and other staff, also indicate the number of muster roll staff available for performing this service: (a) Is the agency registered with the Government; please give details with document/evidence. (b) Do you have Labour license. Please provide details and attach a copy. Undertaking in letter head of the Agency confirming the availability of the adequate manpower of requisite qualification and experience for deployment in AIIMS, Bhubaneswar		
11	Valid Labour License copies issued in favour of the Firm by Labour Commission,GOI of respective areas exclusively for manpower deployment{(Human Resources(Health care, Technical, Administrative, Engineering and other Services)}		

	where manpower have been provided by the firm during last 05(Five) FY (2015-16, 2016-17,2017-18,2018-19,2019-20)		
12	The Agency should have been covered by the Labour Legislations, such as, ESI,EPF Act etc. Details to be provided.(Enclosed copy for proof)		
13	Bidders should have valid trade license issued by the appropriate Authority.Copy of same to be enclosed.		
14	Bidders should have ISO certified and copy of same to be enclosed.		
15	Details of the Earnest Money Deposit (EMD) ₹.40,00,000/- (Rupees Forty Lakh only). EMD will be accepted in the form of FDR or BG(Bank Guarantee). {DD (Demand Draft) will not be accepted}. FDR/BGNo. _____ Date:- _____		
16	Firms registered with NSIC (for supply of manpower) are exempted from submission of EMD (subject to the financial limits indicated in the NSIC certificate).		
17	Whether the firm is a Registered firm under MSEs, SSI or NSIC for supply of manpower along with financial limit.(attach copy of certificate). MSME registered bidders are to mention UAM (Udyog Aadhar Memorandum) number issued by MSME(For supply of Manpower). Whether declaration of UAM number by the bidder on CPPP has been made or not.		
18	Undertaking for acceptance of all Terms & Conditions in original (Annexure-I) .		
19	Notarised affidavit as per Annexure –II on Indian Non Judicial Stamp Paper of ₹.10/- that (i) No police case is pending against the Proprietor / Partner/ Director of the Firm/Company (Agency). (Indicate any convictions if any against the Company/firm/partner.) (ii) proprietor/firm has never blacklisted by any organization.		
20	Experience in providing similar nature of Manpower service {(Human Resources(Health care, Technical, Administration, Engineering and other Services)}. Particulars of experience (Attach certificates, testimonials). This shall cover the details of works of similar nature, approximate magnitude and duration carried out and/or on hand for last 05(Five) Years as on 31.03.2020 along with a certificate duly attested by competent authority from central Govt/State Govt/PSU/Autonomous bodies/reputed Private organization where the job was carried out.		
21	Have you previously carried out manpower service to any government / reputed private organization? If yes, list of Major Customers may be given on a separate sheet and proof of previous satisfactory service, if any		
22	Bidders must have executed minimum 03(Three) similar Manpower service {Human Resources (Health care, Technical, Administrative, Engineering and other Services)}.		
23	Bidders must have completed a single work order for minimum value of of Rs. 5.00 crore(Rupees Five Crore only) towards Manpower service {(Human Resources(Health care, Technical, Administrative, Engineering and other Services)} in a year during last 05(Five) Years for which necessary completion certificate should be furnished by the bidder.		

24	Bidders should have deployed Manpower in an particular organisation (centralGovt/StateGovt/PSU/Autonomous bodies/reputed Private organization) with minimum 200 manpower deployed through out the Financial year(For Example. 01 Apr 2019 to 31 Mar 2020).		
25	Bidders should have Registered Office/Branch either in Bhubaneswar or Cuttack or within 30(Thirty) km from Bhubaneswar. The details of the office with address, telephone number and fax number should be provided. In support of Registered/ BranchOffice Labour Registration certificate/Telephone bill/House Rent Agreement if any to be enclosed.		
26	The Procurement of goods and services under this tender will be regulated as per the applicable provision of Public Procurement (Preference to Make in India), order 2017 of MoC&I (DIPP), Govt. of India, therefore bidders who are claiming to be regulated under the said order are to submit documentary evidence in support of their claim.		
27	Manual Submission of all Documents/certificates and copy of all on-line uploaded documents		
28	Bank Details : 1. Beneficiary Name : 2. Bank Name : 3. Account No : 4. IFSC Code : 5. Branch Address :		
29	Any other information, if necessary		

Note- The committee will verify the authenticity of the documents submitted by the bidders. Production of fraudulent documents shall be liable of rejection of bid. The bidders qualified in the above shall be considered for price bid opening and evaluation. The committee will have full discretion to decide on technically qualified bidders based on the above-mentioned documents.

(ii) FINANCIAL BID :

1. The Rates are to be quoted in the given format as per “**Annexure- “V”**”.
2. The rates should be quoted in percentage (%) to total remuneration payable for such outsourcing job. Percentage may be written in numerical values and in words.
3. If a firm quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered.
4. **The Lowest Bidder (L1) shall be determined on the basis of service charges quoted by the bidders. The service charges should be more than 2.08% (TDS-IT@2%, Primary education cess @0.02% &@ Higher education cess 0.02%) of the consolidated wage and maximum two digits after decimal points is to be taken for evaluation. The service charge is also to be at Percentage common to all categories. The Bidder has to comply all the provisions of the labour laws and all other applicable rules/regulation/laws. Firstly, agency who has quoted lowest service charge (not below 2.08%) in finance part shall be awarded as L1 bidder. Secondly, If two or more agencies have quoted same percentage of service charge, then the lowest bidder amongst them will be decided based on the highest value of cumulative gross turnover arising out of manpower services for last 05(Five) years of the bidder as depicted in the Audited Financial Statement/ IT Returns during the year 2015-16,2016-17,2017-18,2018-19 and 2019-20. Accordingly, bidders have to enclose self-attested copies of IT Returns and Audited Financial statements along with their Technical bid.**

**Sr. Procurement-cum Store Officer
AIIMS Bhubaneswar**

Eligibility Criteria for the Tendering Company/Firm/Agency:

1. The Bidder may be a Proprietorship firm, Partnership firm, Limited Company, Corporate body legally constituted, who possess the required licenses, registrations etc. as per the appropriate law as applicable valid at least for 12 months from the date of the opening of tender.
2. The Bidder shall have at least 5 years' experience of providing manpower services (Human Resources- Health care, Administrative & Technical & other services) as on 31.03.2020 to Central/State Govt. Agencies including PSU/Autonomous Organizations and reputed Private Companies and also having executed single order with minimum value of Rs.5.00(Five) crore of contract of supplying manpower in each year during the last 05(Five) years (transaction in each financial year is to be taken) with deployment of minimum 200 persons each financial year.
3. Minimum annual turnover during last 05(Five) years should be Rs. 20 Crore every year.
4. The bidder should have their registered office / branch in Bhubaneswar or Cuttack or within 30 Kms from Bhubaneswar.
5. There should be no case pending with the **police and other Govt.agencies against the Proprietor / Firm/ Partner or the Company (Agency) and he has to submit an affidavit** made before the Executive Magistrate or Notary in this regard along with the technical bid.
6. The bidder shall submit **affidavit made before the Executive Magistrate or Notary that the agency is/ has not been blacklisted** by the Central Govt. / State Govt. / any PSU / Autonomous Body (to be submitted in technical bid).
7. The bidder shall have the following Registrations and details of the same be provided in the Technical Bid:
 - (i) EPF Registration:
 - (ii) ESI Registration:
 - (iii) Valid License issued by Labour Commissioner, Govt. of India of respective areas or should give an undertaking that the bidder would obtain it within 30 days of the award of the work.
 - (iv) Bidders should have valid trade license issued by the appropriate Authority. *If the bidder fails to obtain the valid license within the stipulated period, for whatsoever reason, the award of work shall automatically stand terminated and his Security Deposit/EMD will be forfeited.*
8. The bidders have to submit copies of self-certified documents in support of all eligibility criteria as mentioned in this tender document and enclose it with the Technical Bid which will be verified with original documents on a separate date after opening of the technical bid.

Name of the E-Tender: Selection of Agency for providing manpower on job outsourcing basis at AIIMS, Bhubaneswar

(SHOWING DETAILS OF JOB OUTSOURCED)

The indicative rates of remuneration for each category have been worked out by the Institute and indicated against each job. No. of Manpower (Out Sourcing) against each post shall be decided by AIIMS, Bhubaneswar as per the requirement. The Vendor has to quote their administrative/service charges for deploying the required number of manpower. All statutory liabilities like EPF, ESI etc. on account of this manpower will be borne by the Bidder which will be included in the consolidating amount per month. The agency shall provide Manpower at AIIMS, Bhubaneswar by deploying adequately trained and well-disciplined personnel having fair command on Hindi and English in respect of following categories of posts/assignments:-

I- HUMAN RESOURCES(HEALTH CARE) :-

Sl. No.	Designation of the Post	Fixed Consolidated amount per month per post inclusive of statutory obligation (in Rs.)
1	Technical Assistant/Technician	26,100.00
2	Radiographic Technician G-I	26,100.00
3	Radiographic Technician G-II	26,100.00
4	Physiotherapists	43,900.00
5	Audiologist/Audiometry Technician	43,900.00
6	Lab Attendant G-II	23,100.00
7	Dissection Hall Attendants	23,100.00
8	CSSD Technician	43,900.00
9	Medical Social Service Officer G-I	43,900.00
10	Pharmacist Grade-II	26,100.00
11	Dietician	43,900.00
12	Dental Technician Grade-II	43,900.00
13	Hospital Attendant Grade-II	22,800.00

II- Human Resource (Administration, Technical, Engineering & Other Services):-

Sl. No.	Designation of the Post	Consolidated amount per month per post inclusive of statutory obligation (in Rs.)
1	Lineman(Electrical)	23,100.00
2	Operator(E & M)	23,100.00
3	Receptionist	26,100.00
4	Upper Division Clerk(UDC)	26,100.00
5	Data Entry operator	26,100.00
6	Lower Division Clerk(LDC)	23,100.00
7	Office Attendant Grade-II	22,800.00
8	Junior Warden(House Keepers)	23,100.00
9	Junior Account Officer(Accountant)	43,900.00
10	Cashier	26,100.00
11	Store Keeper Cum Clerk	23,100.00
12	Librarian Grade-III	43,900.00
13	Medical Record Technician	24,800.00
14	Driver(Ordinary Grade)	23,100.00
15	Sanitation Inspector Grade-II	26,100.00
16	Cook Grade-II	22,800.00
17	Security cum Fire Jamadar	24,800.00
18	Gas Steward(Gas Keeper)	26,100.00
19	Gas/Pump Mechanic	24,800.00
20	Programmer(Data Processing Assistant)	45,300.00
21	Electrician	24,800.00
22	Mechanic(E & M)	24,800.00
23	Wireman	23,100.00
24	Plumber	23,100.00
25	Mechanic(AC & R)	23,100.00
26	Junior Engineer(Civil)	43,900.00
27	Junior Engineer(Elect)	43,900.00
28	Junior Engineer(AC & R)	43,900.00
29	Assistant Store Officer	45,300.00
30	Store Keeper	43,900.00

NB: All the above posts are tentative. The Competent Authority of AIIMS, Bhubaneswar reserves the right to relax/amend/change any of the above parameters i.e. posts/number of Posts/eligible qualification/scope of work and consolidated remuneration etc. besides

classifying it whether to include it under the category of Health care services or Administration, Engineering & Other Services. Any other duty can also be assigned to any of the above mentioned post by the institute.

The essential qualification for each category is as per Schedule-I. The agency is required to provide adequate number of ex-servicemen/retired government employees having prescribed qualification and experiences as per the requirement of the AIIMS, Bhubaneswar under the scope of this contract.

Their deployment will be in general shifts or round the clock in 3 shifts at AIIMS, Bhubaneswar. The Agency will also ensure that engaged manpower should maintain vigil and remain alert on respective official performances. The requirement of manpower in above defined categories or in additional categories may increase or decrease during the initial period of contract also.

Place:..... (Signature of Tenderer with seal)

Date:..... Name:

Name of the E-Tender: Selection of Agency for providing manpower on job outsourcing basis at AIIMS, Bhubaneswar**ESSENTIAL QUALIFICATIONS**

(The essential qualification & experience etc. are indicative in nature. However at
The time of engagement, these will be decided by AIIMS.)

Sl.	Name of Post	Essential Qualification, Experience & Age Limit
01.	Technical Assistant/ Technician	Bachelor's Degree in medical Laboratory Technology/Medical laboratory Science from a Govt. Recognized University/Institution with 2 years relevant experience in a Laboratory attached with a hospital having minimum 100 beds. Or Diploma in concerned subject with requisite years of experience.
02.	Radiographic Technician G-1	Essential: B.Sc. (Hons) in Radiography or B.Sc. Radiography 3-year course from a recognized University/Institution. Or Diploma in Radiography from recognized institution with 2 years experience. Desired: Ability to use computers- Hands on experience in office applications, spread sheets and presentations.
03.	Radiotherapy Technician G-II	Essential: B.Sc. (Hons) (3 years course) in Radiotherapy/Radiology from a recognized University / Institution. Or Diploma in Radiotherapy/Radiology from a recognized institution with 2 years experience Desired: Ability to use computers - Hands on experience in office applications, spread sheets and presentations
04.	Physiotherapists	i) Inter (Science) ii) Degree in Physiotherapy/Occupational therapy iii) 2 years experience registered with the Physiotherapy council.
05.	Audiologist/ Audiometry Technician	Essential: B.Sc. Degree in Speech and Hearing from a recognized Institute/University (Upper age relaxable for Central Government Servant up to 40 years in accordance with the instructions or orders issued by the Central Government)
06.	Lab Attendant G-II	Essential: 10th Class pass (with Science as one of the subjects) from a recognized Board with Diploma in medical lab technology or equivalent from recognized university/institute Desirable: Experience in a Medical Laboratory

07.	Dissection Hall Attendants	10+2 or equivalent with one year experience in the concerned department. Or 10th Pass with three years' experience in the concerned department.
08.	CSSD Technician	Qualifications: B.Sc. (Microbiology or Medical Technology) with 3 years' experience in a 200 bedded Hospital) OR B. Sc. (Nursing) or equivalent with two years' experience in CSSD in a 200 bedded Hospital OR Diploma in OT Technician (Two years duration) or equivalent with 5 years' experience in CSSD in a 200 bedded Hospital.
09.	Medical Social Service Officer G I	Essential: (i) MA (Social Work) / MSW, with specialization in Medical Social Work, from a recognized University /Institution And (ii) 5 Y ears experience in a government or private sector hospital of minimum 500 beds Desirable: Ability to use computers - Hands on experience in office applications, spread sheets and presentations.
10.	Pharmacist Grade II	Essential: Qualifications: 1. Diploma in Pharmacy from a recognised University/Institution 2 Should be a registered Pharmacist under Pharmacy Act 1948 Desirable: Experience in dispensing and/ or storage and dispensing of drugs in a reputed hospital or institution or in a drug store or a pharmaceutical concern.
11.	Dietician	M.Sc. (Home Science Food and Nutrition)/M.Sc. (Clinical Nutrition and Dietetics)/ M.Sc. (Food Science & Nutrition)/M.Sc. (Food and Nutrition Dietetics)/M.Sc. (Food Service Management and Dietetics) from a recognized University/Institution. 3 years' experience in the line preferably in 200 bedded Hospital.
12.	Lineman (Electrical)	i) 8th ii) Class II Licence of Lineman (Electrical) from Delhi Admin. Or any other competence authority iii) 5 year experience as Lineman (Electrical)
13.	Operator (E&M) Lift Operator (Post as per Delhi RR-Operator (E&M))	AcademicQualification: Should have passed ITI diploma certificate in the trade Profession Knowledge: Electrical workman permit/Workman competency certificate electrical workman licence (certificate of competency class-II) or any other equivalent corticated with practical experience of 5 years in handling E & M plants i/e running, maintenance, knowledge of I.C. engines, electric wiring, motors, pumps, generating sets.
14.	Receptionist	Essential: i) Degree from a recognized University. Desirable: ii) Post-graduate Diploma in Journalism/Public Relations. III) Experience in Public Relations/Publications/Printing/Publishing. iv) Exposure to working on personal Computer.
15.	UDC	Degree of recognized University or equivalent. Proficiency in computers. Skill Test Norm: Same as that of LDC.

16	Data Entry operator	Degree of recognized University or equivalent. Proficiency in computers. Skill Test Norm: Same as that of LDC.
17.	Lower Division Clerk	Essential 1) 12th Class or equivalent qualification from a recognized Board or University. 2) Matriculation or equivalent qualification from a recognized board or University with 5 years' service (Regular or ad-hoc) as Lower Division Clerk in Govt. Organization/Institution. 4) A Typing speed of 35 w.p.m. in English or 30 w.p.m. in Hindi only on computer. (35 w.p.m. and 30 w.p.m. corresponding to 10500 KDPH/9000 KDPH on an average of 5 key depressions for each word.)
18.	Office Attendant Gr- II	Essential 1.Middle school standard pass Desirable 1. Training in basic and Refresher Course in Home Guards and Civil Defence
19.	(House Keepers) Junior Warden	Matriculation from a recognized Board/University. Experience in store keeping Public relations or estate management for not less than 1 year. OR A certificate or formal training in store keeping material/ management public relations/housekeeping
20.	Junior Accounts Officer (Accountant)	Graduate in Commerce or Possessing two years' Experience of handling accounts work in Government Organization.
21.	Cashier	Degree in Commerce of recognized University or equivalent and 1. At least 2 years' experience of handling accounts work of a Government Organization. and 2.Having proficiency in Computer application.
22.	Store Keeper cum clerk	Qualifications: 1. Graduate from a recognized university with one-year experience in handling stores. Desirable: Post-graduate Degree/Diploma in Materials Management from a recognised Institution.
23.	Librarian G-III	<u>Essential</u> 1) B.Sc. Degree or equivalent from a recognised University 2) Bachelor's Degree or equivalent in Library Science from a recognised University or Institute. <u>Desirable</u> 1) 2 years' experience of acquisition of books. Periodicals and documentation work in preferably. a medical library of standing or reputed 2) Typing speed of 30 words per minute in English or 25 words per minute in Hindi.
24	Medical Record Technician	Qualifications: Essential: 10+2 (Science) pass, or equivalent form a recognized Board/ University; And Certificate in Medical Records(From a recognized Institute or authority issued after not less than 6 months training course Desirable: Experience of having handled medical records in a Hospital/ Medical Institute of repute.

25	Driver (Ordinary Grade)	Essential: 1) Valid driving license for driving heavy vehicles. 2) Knowledge of motor mechanism Experience: 3 years Desirable: 8th passed 3 years' service as home guard/Civil volunteer.
26	Sanitation Inspector, Grade II	Essential: 1) Matriculation or equivalent from a recognized Board. 2) Certificate of sanitary inspector Course. 3) Not less than 4 years of Experience in the line preferably in a hospital of repute.
27	Dental Technician Grade II	Essential: 1) Matriculation or equivalent form a recognized University/Board. 2) Diploma/Certificate in dental hygiene/ Dental mechanic/ maxillofacial prosthesis and Orthodontics. 3) Registerd as Dental Hygienist/ Dental Mechanic with Dental Council Desirable: Experience in a Dental Department of a Hospital for one year.
28	Cook Grade II	Essential 1) 8th pass form a recognized School/ Board. 2) Adequate knowledge of preparing Indian / Western dishes. Desirable Experience as Cook in a large catering establishment/ Hospitals or hotel.
29	Security cum Fire Jamadar	Essential: 10 + 2 from a recognised Board / University; (Relax able up to Class 10 In the case of Ex-Servicemen who have excellent record and have passed third class examination of the Services) Following Physical Standards: (Subject to a_ Height: 167 cm and Chest: 80 cm with an expansion of 5 cm Rs.2400 (For residents of hill areas height may be 162 cm, chest - 76 cm variation with an expansion of 5 cm) Should possess sound health free from defect/ dependent on deformity/disease. workload) Vision in both eyes should be 6/12 (without glasses). There should be no colour blindness. (Candidates claiming relaxation in height and chest will have to produce the certificate to this effect from the competent authority viz., Deputy Commissioner/ Distt. Magistrates/Tehsildars of their places of residence). Note: The standards of Physical Efficiency test may be relaxed by the Director (AIIMS) in the case of Ex-Servicemen only. Desirable (I) Service In the Armed Forces/ Para- Military Forces/ Police. (ii) Experience of performing security duties, preferably in a hospital of repute.
30	Gas Steward (Gas Keeper)	Trade Certificate or ITI Diploma in Mech. Engineer. 7 Year practical experience in skilled capacity in a workshop OR Mechanical construction equipment out of which at least 4 years should be in a big oil gas generator plant.
31	Gas /Pump Mechanic	Essential: 10+2 in Science with 5 years' experience in Medical Gas Pipeline System in a200 Bedded Govt. Hospital OR Trade Certificate or ITI Diploma in Mechanical Engg. with 3years experience in Medical Gas Pipeline System in a 200 Bedded hospital.

32	Hospital Attendant G-III	Essential: 10th Standard Pass form recognized school/Board with 3 years experience of working as Hospital attendant in Minimum 200 hundred bedded hospital.
33	Programmer (Data Processing Assistant)	Essential: BE/B.Tech(Comp.Sc./Comp.Engg.) Or Post Graduation in Science/Maths Etc .or Post graduation in Computer Application from a recognized University or Institution.
34	Electrician	Essential: 1) 10th Class /Standard or equivalent 2) ITI Diploma Certificate in Electrician Trade 3) Electrical Supervisory certificate of Competency; and Practical experience of 5 years in erection and running/maintenance of different types of HT and LT electrical installations including UG cable systems.
35	Mechanic (E&M)	Academic Qualification: 1. Should have passed ITI diploma certificate in the trade. Professional Knowledge: 2. Trade certificate from a recognized vocation training institute. 3 years practical experience in a workshop/ department dealing with operation and maintenance of mechanical plants.
36	Wireman	Essential: Academic Qualification: Should have passed ITI diploma certificate in the trade. Professional Knowledge: Electrical workman Permit/workman Competency certificate electric workman's/lineman's licence (Certificate of Competency class II) or any other equivalent certificate with attest 5 years' experience in the line. Trade test. Trade certificate from a recognized vocation training institute. 3 years practical experience in a workshop/ department dealing with operation and maintenance of mechanical plants.
37	Plumber	Academic Qualification: ITI Trade Certificate Course or equivalent with at least 5 years practical experience Should have the following experience: a). Working knowledge of the various types of specials used in the plumbing trade of all types of variation pipes of different materials and be able to estimate requirements for any job entrusted to him. Should have a thorough knowledge of working with various tools used in the trade such as stenchers, spanners, caulking tools, stocks and dies etc. Should be able to make leak-proof joints for all types of pipes (of different materials). Should have a good knowledge of maternal that go to form joints and be able to estimate requirement thereof. Should be able to follow drawing and sketches and execute work according to lay out. Should possess plumbing licences in localities where such licences are issued by local authorities. Must be able to carry out overhaul of bibcock's, all valves, sluice valves, including grinding and seating.

38	Mechanic (AC&R)	Pass in Matriculation or equivalents. Must have undergone a Minimum of 12 months refrigeration mechanic or recognized Technical institute and must have served one-year apprenticeship in reputed firm or organization of Air-Conditioning and refrigeration engineers. OR, Two years apprenticeship in a reputed firm or organization of Air-Conditioning and refrigeration Engineers. 3.A minimum of one year's experience as an air conditioning or refrigeration serviceman, or as a junior mechanic or in any other skilled capacity on the maintenance and installation of water coolers, refrigerators, room air conditioners and small air conditioning and cold storage plants. NOTE: - In case of candidates with 1-year experience clause 2 may be relaxed. TradeTest: a)Use of leak detector in test ion least b)Soft soldering c) Simple filling and fitting d) Dismantle and assemble a water pump e) pump down a system up to 15 H.P f) Oiling and greasing g) Charge oil and gas in a system up to H.P h) Dismantle and assemble a compressor up to 5 H.P (i) Cut a compressor gasket of any type and size.
39	Junior Engineer (Civil)	Essential: 3-year diploma in civil engineering from a recognized polytechnic/ Institute. Desirable: Experience in Civil Engineering Work
40	Junior Engineer (Elect)	Essential: 3-year diploma in electrical engineering from a recognized polytechnic/ Institute. Desirable: Experience in Electrical Engineering Work
41	Junior Engineer (AC&R)	Essential: 3-year diploma in mechanical engineering plus specialized course in Refrigeration and Air conditioning from a recognized polytechnic/ institute. Desirable: Experience in Air Conditioning and refrigeration Work
42	Assistant Store Officer	Master degree in economics/commerce/statistics 3 years experience in handling stores preferably in medical stores in govt. or public or private hospital Or i) Bechelor in economics/commerce/statistics II) Post graduate Degree/Diploma in material management of a recognized university/ institution or equivalent III) 3 years experience in handling stores preferably in medical stores in govt. or public or private hospital
43	Store Keeper	Master Degree in Economics/ Commerce / Statistics; Desirable: experience in handling stores and keeping accounts in a store or a concern of repute in public or private sector Or Bachelor degree in Economics/ Commerce / Statistics; Post graduate degree/diploma in material management from a recognized university/ Institution.

		Desirable: Experience handling stores and keeping accounts in a store or a concerned of repute in public or private sector. Or Degree of recognized university or equivalent Post graduate degree/diploma in material management from a recognized university/ Institution. Three years' Experience in handling stores and keeping accounts in a store or a concerned of repute in public or private sector.
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NB: The above posts, qualification & experience etc as mentioned are only indicative which may be relaxed by the competent authority of AIIMS, Bhubaneswar at the time of engagement. All these qualification and experience may vary as per the actual requirement for a job as felt necessary by the AIIMS Bhubaneswar.; the actual engagement will vary from time to time at the time of execution of Contract Agreement. AIIMS, Bhubaneswar may withdraw any category of engagement at any time and engage the same category of manpower through any other mode during any time of the contract period.

GENERAL TERMS AND CONDITIONS :

1. The validity of the Bid/Tender Document shall be for 180 days from the date of opening of the bid.
2. Conditional bids shall not be considered and will be out-rightly rejected at the very first instance
3. All the pages of the tender should be signed by the owner of the firm or his legal Authorized signatory. In case the tenders are signed by the Authorized signatory, a copy of the power of attorney/authorization may be enclosed along with tender.
4. All entries in the tender form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. No overwriting or cutting is permitted in the Financial Bid Form. In such cases, the tender shall be summarily rejected. However, in case of any cuttings/correction in the Technical Bid, the same must be signed by the person authorized to sign the tender bids.
5. The bidder shall pay Bid Security (EMD) of Rs.40,00,000/- (Rupees Forty Lakhs only) along with the Technical Bid by **FDR/Bank Guarantee in favour of “AIIMS Bhubaneswar” drawn in any Nationalized Bank and payable at Bhubaneswar with a validity of minimum one year**. Bids received without Earnest Money Deposited (EMD) as per **technical eligibility criteria** shall be rejected.
6. The bid security (EMD) without interest shall be returned to the unsuccessful bidders after finalization of contract. The Institute shall also not be responsible for erosion if any of the EMD.
7. As a guarantee towards due performance and compliance of the contract work, the successful bidder (Agency) have to deposit an amount of Rs.3,00,00,000/- (Rupees Three crore Only) or 10% of the Annual Contract value whichever is higher towards performance security by way of Irrevocable Bank Guarantee or Fixed Deposit Receipt in favour of “AIIMS Bhubaneswar” drawn in any Nationalized Bank and payable at Bhubaneswar. Performance Security should remain valid for the period of sixty (60) days beyond date of completion of all contractual obligations of the agency including statutory obligations i.e initially for a period of 26 Months from the date of signing of contract and if the contract is extended, on mutual basis, for another one year then the supplier shall extend it up to another 14 months. The performance security amount shall be increased depending upon increased contract value.
8. The EMD shall be forfeited if successful bidder fails to undertake the work or fails to comply with any of the terms & conditions of the contract in addition of debarring the contractor for life time to participate in any contract process of AIIMS and claiming

compensation as per the laws.

9. The bid shall be valid and open for acceptance of the Competent Authority for a period of 180 days from the date of opening of the tenders and no request for any variation in quoted rates and / withdrawal of tender on any ground by successful bidder(s) shall be entertained.
10. To assist in the analysis, evaluation and computation of the Bids, the Competent Authority, may ask Bidders individually for clarification of their Bids. The request for clarification and the response shall be in writing but no change in the price or substance of the Bid offered shall be permitted.
11. **After evaluation, the work shall be awarded to L1 bidder** after complying with all Acts/ provisions stated/referred to for adherence in the tender. **The service charge to be quoted should be more than 2.08% (TDS-IT@2%, Primary education cess- @0.02% of TDS-IT - & Higher education cess- @ 0.02% of TDS-IT) of the consolidated wage and maximum two digits after decimal points is to be taken for evaluation. The service charge is also to be at Percentage common to all categories.** The Bidder has to comply all the provisions of the labour laws and all other applicable rules/regulation/laws. **Firstly, agency who have quoted lowest service charge not below 2.08% in finance part shall be awarded as L1 bidder. Secondly, If two or more agencies have quoted same service charge then the lowest bidder amongst them will be decided based on the highest value of cumulative gross turnover arising out of the manpower services for last 05(Five) years of the bidder as depicted in the Audited Financial Statement /IT Returns during the year 2015-16,2016-17,2017-18,2018-19 and 2019-20. Accordingly bidders have to enclose self-attested copies of IT Returns and Audited Financial statements along with their Technical bid.**
12. AIIMS, Bhubaneswar will be at the discretion to decide to whom the contract will be awarded as per the terms and conditions of this tender. Such decision by the authority shall be final.
13. The agency has to pay all statutory dues/charges in respect of the workers as engaged by him under the scope of this contract which shall be included in the consolidate wage and the Institute will not reimburse any such dues separately. The agency will not recover any charges more than any statutory charges as deposited by him from the wage bill of its worker. Therefore, the agency has to adhere to all statutory liability and this aspect should be taken care of while quoting the service charge.
14. **AIIMS, Bhubaneswar reserves the right to accept or reject any or all bids without assigning any reasons. AIIMS, Bhubaneswar also reserves the right to reject any bid which in his opinion is non-responsive/not-viable or violating any of the**

conditions/specifications without any liability to any loss whatsoever it may cause to the bidder in the process.

15. Canvassing in any form is strictly prohibited and the tenderers who are found of canvassing in any form are liable to have their tenders rejected out-rightly.
16. The period of the contract may be extended for mutually agreed period after the successful / satisfactory completion of initial contract & based on the manpower requirement at that time or may be curtailed / terminated before the contract period owing to deficiency in service or substandard quality of the manpower deployed by the selected Company / Firm / Agency or otherwise at the discretion of the AIIMS, Bhubaneswar. However, AIIMS Bhubaneswar reserves right to terminate this contract without assigning any reason thereof at any time after giving one month notice to the selected service providing Company/ Firm / Agency. However, the agency will have no option to withdraw from the contract on his own during the initial contract period of one year.
17. The number and arrangement of deployment of the manpower is without prejudice to the right of Authority of AIIMS, Bhubaneswar to deploy the personnel as specified under this tender in any other mode(s) or manner considered to be more suitable in the interest of the AIIMS, Bhubaneswar. The decision of the AIIMS, Bhubaneswar in this regard will be final.
18. The manpower those who are posted to work in the different areas of AIIMS will have to follow the schedule as per the requirement of the operational area. They may also be posted to work in shift as per the Institute's requirements. No extra payment will be made on this account.
19. There shall be no master and servant relationship between AIIMS, Bhubaneswar and the persons deployed through the Agency. The agency will be the sole employer of these manpower. The persons so deployed by the service providing Agency shall not claim nor shall be entitled to pay, perks and other facilities as admissible to ad-hoc, regular/ confirmed employees of this Institute during the currency or after expiry of the contract. It will not bestow any liability implicitly or explicitly upon AIIMS, Bhubaneswar in connection with any loss or damage caused to the workers as engaged by the agency.
20. In case of termination of this contract on its expiry or otherwise, the persons deployed by the service providing Agency shall not be entitled to and will have no claim, for any absorption nor for any relaxation for absorption in the regular/ other capacity at the Institute.
21. The tenderer will be bound by the details furnished by it to this Institute, while submitting the tender or at subsequent stage. In case, any of such documents furnished by it is found to be false at any stage, it would be deemed to be a breach of terms of contract making it

liable for legal action besides termination of contract and forfeiture of the performance security.

22. The Agency shall ensure fulfilment of qualifications (academic/professional), skills, experience and other engagement conditions as mentioned in this tender document in respect of his workers to be engaged at AIIMS, Bhubaneswar under the scope of this contract as per Annexure-III. The essential qualification/experience are indicative in nature. However, at the time of engagement these aspects shall be decided as per AIIMS, rule or AIIMS, Bhubaneswar may ask the Agency to engage any other category of personnel having prescribed qualification & experience at latter date after award of contract. The Agency will get their antecedents, identity proof, character and conduct and medical health suitability verified from the competent agency as per the law and agency will be responsible for their conduct. The agency will pay the compensation, if any loss is caused by the workers as engaged by him while working at AIIMS, Bhubaneswar the amount of the compensation as decided by the AIIMS, Bhubaneswar will be final and agency will accept the same and AIIMS BBSR will extend no financial or any other benefit in this regard.
23. The full particulars of the personnel to be deployed by the Agency including their names, addresses and identity proof shall be furnished to the Senior Administrative Officer/SPSO, AIIMS, Bhubaneswar 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, Bhubaneswar and agency will only engage those who are cleared by the authorized official(s) as mentioned above. Accordingly, the agency will provide sufficient number of workers to be screened for engagement.** The contractor has to provide required suitable manpower within two days of the intimation received from the authorized official of the AIIMS, failing which the same will be construed as violation of the terms and condition of the contract.
24. The Agency shall not deploy or shall discontinue deploying the person(s), unless asked for by the Senior Administrative Officer/SPSO, at any time without assigning any reason whatsoever. In case the authorized official of AIIMS Bhubaneswar intimate to disengage or replace any workers, the agency will comply the same immediately.
25. The personnel shall work under directives and guidance of the concerned officials/Departments and will be answerable to them. This will, however, not diminish in any way, the Agency's responsibility under the contract to AIIMS, Bhubaneswar. Attendance Register shall be maintained in respective Departments/Offices, copy of which shall be enclosed along with the monthly bill by the Agency. In case the AIIMS Bhubaneswar Authority introduces Bio- metric attendance for these workers as engaged by the agency, the workers of the agency

have to follow the same. The agency will make available the attendance registers as maintained by him for cross checking by the AIIMS Bhubaneswar Authority.

26. A senior level representative of the Agency shall visit AIIMS, Bhubaneswar at least once-a- day/as and when required and comply the requirement. During the visit, Agency's representative will meet the Senior Administrative Officer/SPSO, AIIMS, Bhubaneswar/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, Bhubaneswar is not divulged or disclosed to any person by the personnel deployed by it.
27. The Agency shall ensure that any replacement of the personnel, as required by the Senior Administrative Officer/SPSO, AIIMS, Bhubaneswar for any reason specified or otherwise, shall be effected promptly without any additional cost to the AIIMS, Bhubaneswar. If the agency wishes to replace any of the personnel, the same shall be done with prior concurrence of AIIMS, Bhubaneswar at Agency's own cost.
28. The Agency shall provide reasonably good Photo Identity Cards to its personnel deployed at AIIMS, Bhubaneswar at its own cost and ensure that these cards are to be constantly displayed, maintained in good condition.
29. The Agency shall ensure that the personnel deployed by it are disciplined and do not participate in any activity prejudicial to the interest of the AIIMS, Bhubaneswar/ MoH&FW / Govt. of India / any State or any Union Territory.
30. The day-to-day functioning of the services shall be carried out in consultation with concerned departments of AIIMS, Bhubaneswar. Proposals for efficient functioning shall be discussed, considered and implemented from time to time by the agency with approval of competent authority of AIIMS, Bhubaneswar.
31. The Agency shall be solely responsible for compliance of the provisions of various Labour and industrial laws, relating to wages, allowances, compensations, EPF, Bonus. Gratuity, ESI etc. relating to personnel deployed by it at AIIMS, Bhubaneswar or for any accident caused to them and the Institute shall not be liable to bear any expense in this regard. The Agency shall make payment of wages to workers engaged by it by 07th of every month without fail and irrespective of any delay in settlement of its bill by the Administrative/Store & Procurement Department, at AIIMS, Bhubaneswar for whatever reason and without deducting any commission except PF & ESI from the wages paid by the AIIMS, Bhubaneswar. **The agency is required**

to pay the monthly wages to its workers as engaged through online/net banking only directly to the saving bank accounts of all the workers and a certified printout of the banking transaction is to be submitted to the AIIMS along with the monthly wage bill for payment.

The Agency shall also be responsible for the Insurance of its personnel. The Agency shall specifically ensure compliance of various Laws / Acts, including but not limited to with the following and their re-enactments / amendments / modifications:-

- (a) The Minimum Wages Act 1948
- (b) The Employees Provident Fund & Misc. Provision Act, 1952
- (c) The Contract Labour (Regulation & Abolition) Act, 1970
- (d) The Payment of Bonus Act, 1965
- (e) The Payment of Gratuity Act, 1972
- (f) The Employees State Insurance Act, 1948
- (g) The Child Labour (Prohibition and Regulation) Act, 1986
- (h) The Company Act 1956 & 2013.

- 32. As and when AIIMS, Bhubaneswar requires additional manpower strength on temporary or emergent basis, the Agency will depute such personnel under the same terms and conditions. For the same, a notice of two days or as to be given by the Store & Procurement/Administrative Department, AIIMS, Bhubaneswar.
- 33. The Director, AIIMS, Bhubaneswar has the right to depute a team for inspecting and verifying the documents and records maintained by the agency at any time. The books of accounts of the Agency as regards this outsourcing work shall be open for examination by the Institute as and when required.
- 34. In case of non-compliance/non-performance of the services according to the terms of the contract, the Competent Authority of AIIMS, Bhubaneswar shall be at liberty to make suitable deductions from the bill without **prejudice** to its right under other provisions of the Contract.
- 35. The Agency shall be solely liable for all payment/dues of the personnel deployed by clearly specifying the deductions on account of EPF, ESI and other statutory obligations etc. The Agency shall fully indemnify AIIMS, Bhubaneswar 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, Bhubaneswar. Any complaint towards non- payment of wages, other liabilities and statutory obligations will lead to immediate termination of contract with penalty.
- 36. The decision of the AIIMS, Bhubaneswar in regard to interpretation of the Terms & Conditions and the Agreement shall be final and binding on the Agency.
- 37. The Agency shall not be allowed to transfer, assign, pledge or sub-

- contract its rights and liabilities under this contract to any other Agency without the prior written consent of this Institute.
38. The service providing agency shall be solely responsible for the redressal of grievances/ resolution of disputes relating to persons deployed under the scope of this contract. The Institute shall, in no way, be responsible for settlement of such issues whatsoever.
39. In case of any dispute between the Agency and AIIMS, Bhubaneswar, the AIIMS, Bhubaneswar shall have the right to decide. However all matters of jurisdiction shall be under the jurisdiction of the local courts located at Bhubaneswar.
40. In case of any dispute or differences arising under the terms of this Agreement the same shall be settled by reference to arbitration by a Sole Arbitrator to be appointed by AIIMS, Bhubaneswar. The provisions of Arbitration and Conciliation Act 1996 shall be applicable.
41. Any violation of instructions/agreement or suppression of facts will attract cancellation of agreement without any reference and forfeiture of the security deposit amount EMD on Performance Security.
42. An agreement shall be signed with the successful bidder as per specimen enclosed at **Annexure-VII**.
43. Goods & Service Tax (GST).
(a) General remarks on Taxes & Duties. In view of GST Implementation from 01st Jul 2017, all Taxes and Duties including Excise Duty, GST/VAT, Service Tax, Entry Tax and other indirect Taxes and Duties have been submerged in GST. Accordingly, reference of Excise Duty, Service Tax, VAT, Entry or any other form of Indirect Tax except of GST mentioned in the Bidding Documents shall be ignored.
(b) Bidders are required to submit copies of the GST Registration Certificate while Submitting the Bids wherever GST (CGST & SGST/UGST or IGST) is applicable.
(c) GST (i.e. IGST or CGST and SGST/UTGST applicable in case of Inter-State supply or Intra State Supply Respectively and CESS on GST if applicable) on the Final Service. Please note that the Responsibility of Payment of GST (CGST, SGST, IGST or UTGST) lies with the supplier of Services (Service Provider) only. Supplier of Goods/Service (Service Provider) providing Taxable Service shall submit an Invoice/Bill, as the case may be as per Rules/Regulations of GST. Further, Returns and details required to be filled under GST Laws & Rules should be timely filled by Supplier of Goods/Service (Service Provider) with requisite details
(d) The supplier/Contractor/Firm is advised to comply all the GST Norms as per Rules. Accordingly, Supplier/Contractor/Firm is to submit the Original Challan/Voucher justifying that it has been actually and genuinely paid to the Govt. at the time of submission of Bills to Finance Wing for release of Payments. All the copies of the documents as enclosed with the Technical Bid and Price Bids are to be self-attested.
44. **Note: These terms and conditions are part of the Contract/Agreement as indicated in the Agreement between ‘Client’ (First Part) and the ‘Agency’ (Second Part) and any non-compliance shall be deemed as breach of Contract.**

Award of Contract:- After due evaluation of the bid(s), Institute will award the contract to the Lowest Bidder(L1).The Institute will have the option to renegotiate the price with contract holders.

If the service provider, having been notified, fails to respond to take action to replace the manpower within 48 hours, the Institute may proceed to take such remedial action(s) as deemed fit by the Institute, at the risk and expense of the service provider and without prejudice to other contractual rights and remedies, which the purchaser may have against the supplier.

Execution of Contract :

The Agency will be bound to Execute the order for providing Manpower within 30 (Thirty) days from the date of Notification of Award(NOA). Extension may be considered/allowed (subject to approval from Competent Authority) provided that the request is received within 10-15 days of receipt/acceptance of NOA. Thereafter suitable action as deemed fit, will be initiated. The AIIMS, Bhubaneswar will recover the general damages or extra expenditure incurred for manpower service shall be deducted from their pending bills. The above shall be in addition to forfeiture of Bid Security and black listing of the firm depending upon the circumstances of the default/merit of the case.

The selected Agency shall also provide the name and mobile number of a key person, who can be contacted at any time, even beyond the office hours and on holidays. The person should be capable of taking orders and making arrangement for Providing manpower on short notice to AIIMS Bhubaneswar. The selected Agency should submit two working mail IDs for all official correspondence which will be registered in the vendor directory. Any changes in the Mail IDs must invariably be informed immediately to AIIMS, Bhubaneswar.

PAYMENTS :

Bills in triplicate should be raised for payment. Payment shall be released after deducting TDS as per Income Tax Rules, GST Rules and any other deductions as per Government rules.

The bills raised by the Agency should have all tax registration numbers printed on bill(i.e PAN & GST No.). The bill shall be signed by the authorized signatory of the firm across a revenue stamp. Validity of the tax registration during the currency of contract shall be the sole responsibility of the Agency. The bill shall be raised indicating permissible taxes separately and the copies of proof of GST or other applicable taxes deposited to Tax Authorities by the firm for recent period, just before the submission of Bills must also be enclosed for reference of AIIMS Bhubaneswar authorities.

PENALTY CLAUSE:-

The selected firm(s) shall not be allowed to transfer, assign, pledge or sub-contract its rights and the contract will be valid from the date it is awarded/formalities completed. This office will, however, reserve the right to conduct performance review at any time during the contract period and deficiencies, if any, noticed shall be required to be rectified and compliance reported. This office reserves the right to suo-moto terminate the contract by giving one month's notices at any point of time.

The Agency shall be bound by the details furnished by him/her to the All India Institute of Medical Sciences (AIIMS) Bhubaneswar while submitting the tender or at subsequent stage.

Upon selection of the agency, if at any stage, the documents furnished by him/her is found to be false, it would be deemed to be a breach of terms of contract, the contract shall be cancelled, legal action as deemed fit will be taken and performance security shall stand forfeited.

PERFORMANCE SECURITY DEPOSIT:-

The successful Bidder will be liable to deposit Rs 3,00,00,000/-(Rupees Three crore Only) or 10% of annual contract value whichever is higher as Irrevocable Performance Security Deposit in favour of “AIIMS Bhubaneswar” by way of “Irrevocable Performance Bank Guarantee” or FDR (duly endorsed in favour of AIIMS Bhubaneswar) from a nationalized /Commercial Bank.

Performance Security should be kept valid beyond 60 days after completion of obligations under the contract i.e. initially for a period of 26 Months from the date of signing the contract and if the contract is extended, on mutual basis, for another one year then the supplier shall extend it up to another 14 months. If the contract is extended for fourth year on mutual basis then the supplier shall extend the performance security for another 14 months.

The Security Deposit is liable to be forfeited if the bidder withdraws or impairs or derogates the bid in any respect.

DISPUTES AND ARBITRATION: -

All disputes or differences arising during the execution of the contract shall be resolved by the mutual discussion, failing which the matter will be referred to an Arbitrator who will be appointed by the Director, AIIMS Bhubaneswar for arbitration for settlement of disputes in accordance with Arbitration & Conciliation Act 1996 or its subsequent amendment, whose decision shall be binding on the contracting parties.

POWER TO IGNORE MINOR DEVIATION: -

AIIMS, BBSR reserve the right to ignore any trivial nature of deviation in tender documents as decided by the Competent Authority while processing the tender. The Institute may also seek any clarification / documents to substantiate the claim of the bidder at the later stage if felt necessary. However, the bidder cannot claim it as a matter of right and will be bound to comply the Terms & Conditions of the Tender without citing the ground of trivial deviation / seeking of the clarification/ documents in support of the cancellation of his/ her bid.

LAW GOVERNING THE CONTRACT AND JURISDICTION.

The contract shall be governed under Indian Contract Act 1872 and instructions thereon from the government of India. The Court of Bhubaneswar shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.

Debarment from bidding.

- (i) A bidder shall be debarred if he has been convicted of an offence-
- (a) under the Prevention of Corruption Act, 1988; or
 - (b) the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

- (ii) A bidder debarred under sub-section (i) or any successor of the bidder, shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date of debarment. Department of Commerce (DGS&D) will maintain such list which will also be displayed on the website of DGS&D as well as Central Public Procurement Portal.
- (iii) A procuring entity may debar a bidder or any of its successors, from participating in any procurement process undertaken by it, for a period not exceeding two years, if it determines that the bidder has breached the code of integrity. The Ministry/Department will maintain such list which will also be displayed on their website.
- (iv) The bidder shall not be debarred unless such bidder has been given a reasonable opportunity to represent against such debarment.

Y. Code of Integrity:

No official of the bidder shall act in contravention of the codes which includes

- (i) Prohibition of
 - (a) making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or other wise to influence the procurement process.
 - (b) any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
 - (c) any collusion, bid rigging or anticompetitive behaviour that may impair the transparency, fairness and the progress of the procurement process.
 - (d) improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.
 - (e) any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract; which can affect the decision of the procuring entity directly or indirectly.
 - (f) any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
 - (g) obstruction of any investigation or auditing of a procurement process.
 - (h) making false declaration or providing false information for participation in a tender process or to secure a contract;
- (ii) Disclosure of conflict of interest.
- (iii) Disclosure by the bidder of any previous transgressions made in respect of the provisions of sub-clause with any entity in any country during the last three years or of being debarred by any other procuring entity.

The purchaser will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question.

The Director, AIIMS Bhubaneswar (Odisha, India) has the full and exclusive right to accept or reject, increase or decrease the order quantity, any or all the terms of the tender without assigning any reasons thereof and also to cancel the supply at any time without assigning any reason.

Seal & Signature of Bidder

E-TENDERING INSTRUCTIONS TO BIDDERS

General:

The Special Instructions (for e-Tendering) supplement 'Instruction to Bidders', as given in this Tender Document. Submission of Online Bids is mandatory for this Tender. E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Suppliers / Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, AIIMS BHUBANESWAR has decided to use the portal www.tenderwizard.com/AIIMSBBSR, <https://eprocure.gov.in> **or** www.aiimsbhubaneswar.nic.in

Instructions:

1. Tender Bidding Methodology:

Two Stage Online Bidding

2. Broad outline of activities from prospective Bidders:

1. Procure a Class III Digital Signature Certificate (DSC)
2. Register on the e-Procurement portal www.tenderwizard.com/AIIMSBBSR
3. Create Users on the above portal
4. View Notice Inviting Tender (NIT) on the above portal
5. Download Official Copy of Tender Documents from the above portal
6. Seek Clarification to Tender Documents on the above portal. View response to queries of bidders, posted as addendum, by AIIMS,BBSR
7. Bid-Submission on the above portal.
8. Attend Public Online Tender Opening Event (TOE) on the above portal - Opening of Technical Part
9. Post-TOE Clarification on the above portal (Optional) – Respond to AIIMSBBSR's Post-TOE queries.
10. Attend Public Online Tender Opening Event (TOE) on the above portal - Opening of Financial Part (Only for Technical Responsive Bidders)

For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the above portal.

3. Digital Certificates:

For integrity of data and authenticity / non-repudiation of electronic records, and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC), also referred to as Digital Signature Certificate (DSC), of Class III, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

4. Registration :

To use the Electronic Tender portal www.tenderwizard.com/AIIMSBBSR, vendors need to register on the portal. Registration of each organization is to be done by one of its senior persons vis-à-vis Authorised Signatory who will be the main person coordinating for the e-tendering activities. In the above portal terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/portal, and follow further instructions as given on the site. Pay Annual Registration Fee as applicable (i.e. Rs.2000 +GST as applicable).

Note: After successful submission of Registration details and Annual Registration Fee, please contact to the Helpdesk of the portal to get your registration accepted/activated.

1. The Bidder must ensure that after following above, the status of bid submission must become – “Submitted”.
2. Please take due care while scanning the documents so that the size of documents to be uploaded remains minimum. If required, documents may be scanned at lower resolutions say at 150 dpi. However it shall be sole responsibility of bidder that the uploaded documents remain legible.
3. It is advised that all the documents to be submitted are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission.
4. The Financial part may be downloaded and rates may be filled appropriately. This file may also be saved in a folder on your computer. Please don't change the file names & total size of documents (Preferably below 5 MB per document) may be checked.

Bid submission

The entire bid-submission would be online on the Tenderwizard portal i.e. <https://www.tenderwizard.com/AIIMSBBBSR>

Broad outline of submissions are as follows:

- (i) Submission of Bid Parts (Technical & Financial)
- (ii) Submission of information pertaining to Bid Security/ EMD.
- (iii) Submission of signed copy of Tender Documents/Addendums.

The TECHNICAL PART shall consist of Electronic Form of Technical Main Bid and Bid Annexure. Scanned/Electronic copies of the various documents to be submitted under the Eligibility Conditions, offline submissions, instructions to bidders and documents required to establish compliance to Technical Specifications and Other Terms & Conditions of the tender are to be uploaded.

The FINANCIAL PART shall consist of Electronic Form of Financial Main Bid and Financial Bid Annexure, if any. Scanned copy of duly filled price schedule as **Annexure** are to be uploaded.

Processing Fee : Firm have to pay processing fee (i.e. 0.1% of ECV+ GST as applicable (min.750/- & Max Rs.7500/- + GST as applicable) through online (Credit card/ Debit Card/ Net Banking), When participating in the e-Tender.

Offline Submissions:

The bidder is requested to submit the following documents offline to **The Sr. Procurement-cum Store Officer, AIIMS, Sijua, Bhubaneswar (Odisha) – 751019** on or before the date & time of submission of bids specified in covering letter of this tender document, in a Sealed Envelope. The envelope shall bear (name of the tender), the tender number and the words ‘DO NOT OPEN BEFORE’ (due date & time).

1. EMD-Bid Security in Original, in shape of FDR/BG only pledged in favour of AIIMS, Bhubaneswar, valid for a period 180 days
2. Documents as Per NIET

Public Online Tender Opening Event (TOE)

The e-Procurement portal offers a unique facility for ‘Public Online Tender Opening Event (TOE)’. Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices.

For this purpose, representatives of bidders (i.e. Supplier organization) duly authorized. Every legal requirement for a transparent and secure 'Public Online Tender Opening Event (TOE)' has been implemented on the portal. As soon as a Bid is decrypted, the salient points of the Bids are simultaneously made available for downloading by all participating bidders. The medium of taking notes during a manual 'Tender Opening Event' is therefore replaced with this superior and convenient form of 'Public Online Tender Opening Event (TOE)'. The portal provides a unique facility of 'Online Comparison Statement' which is dynamically updated as each online bid is opened. The format of the Statement is based on inputs provided by the Buyer for each Tender. The information in the Comparison Statement is based on the data submitted by the Bidders. A detailed Technical and / or Financial Comparison Statement enhance Transparency. Detailed instructions are given on relevant screens. The portal has a unique facility of a detailed report titled 'Online Tender Opening Event (TOE)' covering all important activities of 'Online Tender Opening Event (TOE)'. This is available to all participating bidders for 'Viewing/Downloading'. There are many more facilities and features on the portal. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.

Important Note: In case of internet related problem at a bidder's end, especially during 'critical events' such as – a short period before bid-submission deadline, during online public tender opening event it is the bidder's responsibility to have backup internet connections. In case there is a problem at the e-procurement / e-auction service-provider's end (in the server, leased line, etc) due to which all the bidders face a problem during critical events, and this is brought to the notice of AIIMSBBBSR by the bidders in time, then AIIMSBBBSR will promptly reschedule the affected event(s).

Other Instructions

For further instructions, the vendor should visit the home-page of the portal. The complete help manual is available in the portal for Users intending to Register / First-Time Users, Logged-in users of Supplier organizations. Various links are also provided in the home page.

Important Note: It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups and minimize teething problems during the use of the said portal.

The following 'FOUR KEY INSTRUCTIONS for BIDDERS' must be assiduously adhered to:

1. Obtain individual Digital Signature Certificate (DSC) well in advance of your first tender submission deadline on the portal.
2. Register your organization on the portal well in advance of your first tender submission deadline on the portal
3. Get your organization's concerned executives trained on the portal well in advance of your first tender submission deadline on the portal
4. Submit your bids well in advance of tender submission deadline on the portal (There could be last minute problems due to internet timeout, breakdown etc)

While the first three instructions mentioned above are especially relevant to first-time users on the portal, the fourth instruction is relevant at all times. Minimum Requirements at Bidders end Computer System with good configuration (Min P IV, 1 GB RAM, Windows XP) Broadband connectivity. Microsoft Internet Explorer 8.0 or above. Digital Certificate(s) Vendors Training Program Necessary training to each and every registered bidder under this portal shall be imparted by the ASP, M/s. ITI, Bhubaneswar, if required, before participation in the online tendering.

For any further assistance, please contact Mr Swadesh Kumar Bal (07377708585/09776823641), Helpdesk-011-49424365, ITI email ID for mailing communication:-twhelpdesk404@gmail.com /twhelpdesk680@gmail.com/ twhelpdesk614@gmail.com

Please see annexure enclosed: - Annexure-I to VII

S/N	Particulars	Annexure Ref.	Refer Page
1	Undertaking for Compliance of All Tender Terms & Conditions mentioned in this Tender Document	Annexure- I	35-36
2	Criminal Liability Undertaking	Annexure- II	37
3	Performance Statement Form	Annexure- III	38
4	Financial Capabilities for (2015-16,16-17,17-18,18-19 & 2019-20)	Annexure- IV	39
5	Financial Bid	Annexure- V	40
6	Performa of performance Guarantee/Bank Guarantee bond	Annexure- VI	41
7	Draft Contract Agreement	Annexure- VII	42-43

**Sr. Procurement-cum Store Officer
AIIMS, Bhubaneswar**

Name of the E-Tender: Selection of Agency for providing manpower on job outsourcing basis at AIIMS, Bhubaneswar

UNDERTAKING

FOR COMPLIANCE OF ALL TERMS & CONDITIONS MENTIONED IN THIS TENDER DOCUMENT

To

The Director,

AIIMS Bhubaneswar,

Sir / Madam,

1. The undersigned certify that I/we have gone through the entire tender documents including terms and conditions mentioned in the tender document and undertake to comply with them. I have no objection for any of the content of the tender document and I undertake not to submit any complaint/ representation against the tender document after submission date and time of the tender. The rates quoted by me/us are valid and binding on me/us for acceptance till the validity of tender.
2. I/We undersigned hereby bind myself/ourselves to ALL INDIA INSTITUTE OF MEDICAL SCIENCES, BHUBANESWAR, ODISHA-751019 to supply the approved awarded manpower service in the approved prices to AIIMS Bhubaneswar.
3. The Manpower which shall be provided will be as per the requirement of the institution. The decision of the Director, AIIMS Bhubaneswar, India (herein after called the said officer) as regard to manpower service shall be final and binding on me/us.
4. I/We hereby undertake to supply the manpower service during the validity of tender as per directions given in supply order/NOA within stipulated period positively.
5. If I/We fail to supply the Manpower service in stipulated period, necessary action can be taken by the Director, AIIMS Bhubaneswar who has full power to compound or forfeit the Bid Security/ Security deposit.
6. If it is deemed necessary to change any person due to poor performance /any wrong practice, person shall be replaced by me/us to prevent inconvenience. Failing to which penalty will be imposed as per penalty clause.
7. Performance Security amounting to Rs.3,00,00,000 (Rupees Three Crore only) or 10% of the Annual Contract Value, whichever is higher in the form of Fixed Deposit Receipt or Irrevocable Bank Guarantee from a scheduled bank shall be furnished by the Agency at the time of signing of the Agreement shall remain in the custody of the Director, AIIMS BBSR till the validity of the Contract period plus two month (i.e. valid for 26 months) from the date of signing the contract.
8. I/We declare that no legal/financial irregularities are pending against the proprietor Partner/Director of the tendering firm.

9. I/we do hereby confirm that the prices/rates quoted are fixed and are at par with the prices quoted by me/us to any other Government of India/Govt. Hospitals/Medical Institutions/PSUs/Reputed Private Organisation. I/we also offer to supply the manpower service at the prices and rates not exceeding those mentioned in the Financial Bid.
10. I/We undertake that if the service charges for manpower service are lowered not below 2.08% due to any reason, I will charge the lower rates.
11. I pledge and solemnly affirm that the information submitted in tender documents is true to the best of my knowledge and belief. I further pledge and solemnly affirm that nothing has been concealed by me and if anything adverse comes to the notice of the Institute during the validity of tender period, the Director, All India Institute of Medical Sciences, Bhubaneswar (India) will have full authority to take appropriate action as he/she may deem fit.

Signature of Bidder

With seal of firm

(Name of Bidder)

Place

Date.....

Name of the E-Tender: Selection of Agency for providing manpower on job outsourcing basis at AIIMS, Bhubaneswar

CRIMINAL LIABILITY UNDERTAKING

(To be executed on ₹ 10/-Non-judicial Stamp Paper duly attested by Public Notary)

I.....S/o.....

Resident of

.....

do solemnly pledge and affirm that,

1. I am the Proprietor/Partner/Director /authorized signatory of
M/s.
2. No police case and/or case by CBI/FEMA/Income Tax/ Sales Tax authorities are pending against the Proprietor / Partner /Director of the firm/ company (Agency) and also against the firm/ company.
(Indicate any convictions if any against the above persons or Firm/ Company.)
3. The Proprietor / Partner /Director of the firm/ company (Agency) and also the firm/ company has never been blacklisted by any Government authority/ organisation.

Signature

(Name)

Seal of the participating Bidder Company

Affirmation/Verification
By Notary Public

Name of the E-Tender: Selection of Agency for providing manpower on job outsourcing basis at AIIMS, Bhubaneswar

Performance Statement Form

Name of the Firm

Sl No	Name of the Organization with complete address & Telephone Nos.to whom services provided	From	To	Nos. of manpower Provided	Total Contract Amount(in Rs.) with clear documentary evidence	Reason for Termination if any

Signature and seal of the manufacturer / Bidder

Place :

Date :

Note : Documents to be attached(Self attested complete PO copies/Completion certificate issued by above mentioned organization).

Name of the E-Tender: Selection of Agency for providing manpower on job outsourcing basis at AIIMS, Bhubaneswar**FINANCIAL CAPABILITIES****(Rs. In Crores)**

Financial Year	Annual Turn Over in Indian Rupees as per Audited Balance Sheet (Please attach audited balance sheets& IT return copies)		
	Annual turn over out of providing manpower service (I)	Annual turn over from other sources like trading activity etc.(II)	Total Turn over(I+II) (which should tally with figures shown in financial statements).
2015-2016	Rs.		
2016-2017	Rs.		
2017-2018	Rs.		
2018-2019	Rs.		
2019-2020	Rs		
Average Annual Turnover over the past 05(Five) years	Rs.		

Note:-Financial Capabilities: The Audited Balance Sheets for the last 05(Five) financial years (2015-16,2016-17, 2017-18, 2018-19 & 2019-20) should be submitted and must demonstrate the soundness of the Bidder's financial position showing positive net worth and net profit. The above statement should be certified by the CA of the Firm.

Authorized Signatory of bidder

Name of the E-Tender: Selection of Agency for providing manpower on job outsourcing basis at AIIMS, Bhubaneswar**Financial Bid**

1. Name of tendering Manpower Service Provider: -

2.

Sl. No	Description	Rate{%(In Percentage)}	GST{%(In Percentage)}	Total{%(In Percentage)}
1	Service Charges to be charged by the agency (Uniform/same rate) for different categories of human resources services.			

1. I/We have gone through the Terms & Conditions as stipulated in the tender enquiry document and confirm to accept and abide by the same.

2. Service provider agency has to fill the percentage(%) of service charges on total monthly bill for all categories of human resources provided which should not be less than 2.08%., The rate of service charge is to be same for all categories of post. No other charges would be payable by the Institute.

3. GST is to be charged extra on monthly bill including service charges.

4. TDS will be deducted as per Govt. norms.

5. **The Lowest Bidder (L1) shall be determined on the basis of service charges quoted by the bidders. The service charges should be more than 2.08% (TDS-IT@2%, @0.02%- Primary education cess &@ 0.02%- Higher education cess) of the consolidated wage and maximum two digits after decimal points is to be taken for evaluation. The service charge is also to be at Percentage common to all categories. The Bidder has to comply all the provisions of the labour laws and all other applicable rules/regulation/laws. **Firstly, agency who have quoted lowest service charge not below 2.08% in finance part shall be awarded as L1 bidder. Secondly, If two or more agencies have quoted same service charge then the lowest bidder amongst them will be decided based on the highest value of cumulative gross turnover arising out of manpower service for last 05(Five) years of the bidder as depicted in the Audited Financial Statement/ IT Returns during the year 2015-16,2016-17,2017-18,2018-19 and 2019-20. Accordingly bidders have to enclose self-attested copies of IT Returns and Audited Financial statements along with their Technical bid****

6. That I/We undertake that the information given in this tender are true and correct in all respect..

Signature of the bidder with seal.

Date:

Place:

Form of Performance guarantee / Bank guarantee bond

In consideration of the Director of All India Institute of Medical Sciences Bhubaneswar (hereinafter called "AIIMS Bhubaneswar") having offered to accept the terms and conditions of the proposed agreement between AIIMS Bhubaneswar and (hereinafter called "the said Vendor(s)") for the supply, installation & commissioning of (hereinafter called "the said agreement") having agreed to production of an irrevocable Bank Guarantee for Rs. (Rupees only) as a bid security/performance guarantee from the vendor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement with reference to tender No.....

1. We, (hereinafter referred to as "the Bank") hereby undertake to pay to the AIIMS Bhubaneswar an amount not exceeding Rs. (Rupees..... Only) on demand by the AIIMS Bhubaneswar.
2. We,(indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the AIIMS Bhubaneswar stating that the amount claimed as required to meet the recoveries due or likely to be due from the said vendor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. (Rupeesonly)
3. We, the said bank further undertake to pay the AIIMS Bhubaneswar any money so demanded notwithstanding any dispute or disputes raised by the vendor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the vendor(s) shall have no claim against us for making such payment.
4. We, (indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the AIIMS Bhubaneswar under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Director AIIMS Bhubaneswar on behalf of the Government certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Vendor(s) and accordingly discharges this guarantee.
5. We, (indicate the name of the Bank) further agree with the AIIMS Bhubaneswar that the Institute shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Vendor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said vendor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Vendor(s) or for any forbearance, act of omission on the part of the AIIMS Bhubaneswar or any indulgence by the AIIMS Bhubaneswar to the said Vendor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Vendor(s).
7. We, (indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the AIIMS Bhubaneswar in writing.
8. This guarantee shall be valid up tounless extended on demand by the AIIMS Bhubaneswar. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. (Rupees) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated theday offor.....(indicate the name of the Bank)

(Name, designation and code No. of the Bank Officer(s) signing the guarantee)

(Address & other details of the Controlling Officer of the branch of the bank issuing the BG)

(To be made on Rs 100.00 Non Judicial Stamp Paper)
**CONTRACT AGREEMENT FOR PROVIDING MANPOWER ON JOB
OUTSOURCING**

This agreement is made at Bhubaneswar on the _____ day of month _____

Two thousand twenty One between the All India Institute of Medical Sciences, Sijua, Dumduma, **Bhubaneswar-751019** (herein after called '**Client**' which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors, legal representatives and assigns) of the **First Party**.

and

M/s, _____ (**Second Party**) 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 Party** . WHEREAS the 'Client' is desirous to engage the 'Agency' for providing Manpower for AIIMS, BHUBANESWAR at Bhubaneswar on the terms and conditions stated below:

1. All the terms & conditions of the tender document will form as the part of this agreement also.
2. The Agency shall be solely responsible for compliance to provisions of various Labour, Industrial and any other laws applicable and all statutory obligations, such as, Wages, Allowances, Compensations, EPF, Bonus, Gratuity, ESI, etc relating to personnel deployed in AIIMS, BHUBANESWAR. The Client shall have no liability in this regard.
3. The Agency shall be solely responsible for any accident / medical / health related liability / compensation for the personnel deployed by it at AIIMS, Bhubaneswar site. The Client shall have no liability in this regard.
4. Any violation of instruction / agreement or suppression of facts will attract cancellation of agreement without any reference or any notice period.
5. The contract can be terminated by giving one month notice by the AIIM, Bhubaneswar.
6. In case of non-compliance with the contract, the Client reserves its right to:
 - a. Cancel / revoke the contract; and / or
 - b. Impose penalty up to 10 % of the Total Annual Value of contract
7. Performance Security amounting to Rs.3,00,00,000 (Rupees Three Crore only) or 10% of the Annual Contract Value, whichever is higher in the form of Fixed Deposit Receipt or Irrevocable Bank Guarantee from a scheduled bank shall be furnished by the Agency at the time of signing of the Agreement.
8. The Agency shall be fully responsible for timely monthly payment of wages i.e by 07th of every month without fail and any other dues to the personnel deployed at AIIMS, BHUBANESWAR as per rates mentioned in the Schedule without any deductions except PF & ESI as admissible.
9. The personnel provided by the Agency will not claim to become the employees of

AIIMS, BHUBANESWAR and there will be no Employee and Employer relationship between the personnel engaged by the Agency & AIIMS, BHUBANESWAR.

10. There would be no increase in service charges payable to the Agency during the contract period.
11. The Agency also agrees to comply with annexed Terms and Conditions of the Tender and amendments thereto from time to time.
12. Decision of Client in regard to interpretation of the Terms and Conditions of the Tender shall be final and binding on the Agency.
13. The Agency shall ensure full compliance with tax laws of India with regard to this Contract and shall be solely responsible for the same. The Agency shall keep Client fully indemnified against liability of tax, interest, penalty and any other legal liability etc. of the Agency in respect thereof, which may arise. No Service Tax will be paid by AIIMS, Bhubaneswar. The books of accounts of the Agency as regards this outsourcing work shall be open for examination by the Institute as and when required.
14. In case of any dispute between the Agency and Client, Client shall have the right to decide. However, all matters of jurisdiction shall be at the local courts of Bhubaneswar.
15. The Agency will provide Police Verification Certificate of each employee within a period of three months from the date of deployment except in respect of Ex-Servicemen and retired Government employees. Failing this, the deployment shall be liable for cancellation.
16. In addition to above, all other terms and conditions expressed and implied and essential for execution of this agreement as per Tender enquiry document will form part of this agreement.

THIS AGREEMENT will take effect from _____ - Two thousand twenty One and shall be valid for two years, extendable for another one year on mutually agreeable conditions, subject to satisfactory performance.

This Day of _____ 2021 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 Bhubaneswar in the presence of the witness

For and on behalf of the ‘Agency’ Signature of the Authorized Official Name of the Official Seal of the ‘Agency’ Signed, sealed and delivered by the said official of Vendor holder in presence of	For and on behalf of the ‘Director, AIIMS, Bhubaneswar’ Signature of the Authorized Officer Name of the Officer Seal of the Authorized Officer Signed, sealed and delivered by the said officer in presence of
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