

Tender

for

Manpower Services (Technical Staff)

at

All India Institute of Medical Sciences, Jodhpur

NIT Issue Date : 31<sup>st</sup> May 2021  
NIT No. : Admn/Tender/06/2021-AIIMS.JDH  
Last Date of Submission : 29<sup>th</sup> June 2021 at 03:00 PM  
Bid Opening : 30<sup>th</sup> June 2021 at 03:00 PM



**All India Institute of Medical Sciences Jodhpur**

Basni Phase - II, Jodhpur – 342005, Rajasthan Telephone: 0291- 2740741,

Email: [procurement@aiimsJodhpur.edu.in](mailto:procurement@aiimsJodhpur.edu.in)

Website: [www.aiimsJodhpur.edu.in/aiimsJodhpur](http://www.aiimsJodhpur.edu.in/aiimsJodhpur)

**TENDER NOTICE FOR  
SELECTION OF AGENCY FOR PROVIDING MANPOWER SERVICES (TECHNICAL  
STAFF) FOR JOB OUTSOURCING**

ON BEHALF OF THE DIRECTOR, ALL INDIA INSTITUTE OF MEDICAL SCIENCES, Jodhpur (AIIMS, JODHPUR), tenders in sealed cover are invited under **two-bid** system from reputed and experienced agencies for providing Manpower Services (Technical Staff) for job outsourcing.

Any future clarification and/or corrigendum(s) shall be communicated through the website [www.aiimsjodhpur.edu.in/aiimsjodhpur](http://www.aiimsjodhpur.edu.in/aiimsjodhpur) / Deputy Director (Admin)/ CPP portal, AIIMS, Jodhpur.

**Instructions:**

1. **Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>. No hardcopy of tender document is to be submitted at AIIMS, Jodhpur.**
2. The complete bidding process in online. Bidders should be possession of valid digital Signature Certificate (DSC) of class II or III for online submission of bids. Prior to bidding DSC need to be registered on the website mentioned above. For any assistance for e-bidding process, if required, bidder may contact to the helpdesk at 0291-2740741.
3. **Tenderer/Contractor/Bidders are advised to follow the instructions provided in the ‘Instructions to the Contractors/Tenderer/Bidders for the e-submission of the bids online through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app>’.**
4. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
5. **PRE – BID Meeting: Physical Pre-Bid meeting will not be done due to Corona Pandemic. Bidders are advised to submit their representation via email on [procurement@aiimsjodhpur.edu.in](mailto:procurement@aiimsjodhpur.edu.in); on or before 15<sup>th</sup> June 2021 at 03:00 PM. Representation received after this date will not be entertained.**
6. **Submission of Tender:**  
The tender shall be submitted online in two part, viz., technical bid and financial bid. All the pages should be sequentially numbered by the bidder irrespective of nature of content of the documents before uploading.  
**The offers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter.**

**Technical Bid**

The following documents are to be furnished by the Contractor along with **Technical Bid** as per the tender document:

- i) Signed and scanned copy of appropriate value of valid registration certificate (if any), experience certificate as per the tender notice, PAN, GST registration certificate and Tender Acceptance Letter.

**Financial Bid –**

- i) **Bidder must submit financial bid in .xls (Excel workbook 97-2003 workbook) only**

**Deputy Director (Admin)  
AIIMS, Jodhpur**

**TECHNICAL BID**

1. Name & Address of the Tenderer Organization/Agency with phone number, email and name and telephone/mobile number of contact person.							
2. Experience in the work of providing Manpower Services (Technical Staff). Particulars of experience (Attach certificates/testimonials). This shall cover the details of works of similar nature, approximate magnitude and duration carried out and/or on hand for last 3 years along with a certificate from the organization where the job was carried out (In following format).							
S.No.	Name of Organization with complete address & telephone nos. to whom services provided	From	To	Total contract period (in year/month)	Page No. of the certificate	Total contract Amount (in Rs.)	Reason for Termination
3. Set-up of your agency, clearly indicating details of managerial, supervisory and other staff, also indicate the number of muster roll staff available for performing this service: (a) Is the agency registered with the Government; please give details with document/evidence. (b) Do you have Labour license. Please provide details and attach a copy. (c) Undertaking of the Agency confirming the availability of the adequate manpower of requisite qualification and experience for deployment in AIIMS, JODHPUR.							
4. Are you covered by the Labour Legislations, such as, ESI, EPF, Gratuity Act etc.							
5. Please give EPF No:  ESI Code:							
6. Are you governed by minimum wages rules of the Govt. of India If yes, please give details.							
7. Please attach copy of last return of Income Tax							

8. Please attach Profit & Loss a/c or Income & Expenditure a/c and balance sheet of the agency, duly certified by Chartered Accountant for last three (3) years ending on 31/03/2021.	
9. PAN No. (Please attach copy)	
10. GST Registration No. (Please attach copy)	
11. Acceptance of terms & conditions attached (Yes/No).	
12. Power of Attorney/authorization for signing the bid documents	
13. Please submit an undertaking that no case is pending with the police against the Proprietor/firm/partner or the Company (Agency). [In addition to the undertaking, the firm shall produce certificate/verification from local police station]. Indicate any convictions in the past against the Company/firm/partner.	

**Declaration by the Tenderer:**

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

**Enclosure:**

1. Financial Bid (Annexure-I).

Place:.....

**(Signature of Tenderer with seal)**

Date:.....

Name:

Address

Phone No (O):

Fax No. (O):

E-mail:

**TERMS & CONDITIONS OF CONTRACT**

(Annexure to Agreement)

**A. Description of Job, Qualification required, Number of post and Scope of Work:**

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

<b>SR. NO.</b>	<b>Name of Posts</b>	<b>Scope of work</b>	<b>No. of posts</b>	<b>Maximum Consolidated contractual amount per month Inclusive of all statutory obligation (in Rs.)</b>
1	CSSD Technician	All articles for sterilization by autoclaves are brought from the respective departments, ensuring daily care of cleaning the sterilizer, ensuring loading and unloading of the sterilizers, of setting up the articles at the proper place, to and from, clean work area to sterile storage area, maintenance of complete records of sterilized material. Sharpening and unlocking of needle, preparation Pot. Dichromate sol.	4	35,500
2	Gas Officer	This role is required to supervise operation of the ammonia printing machine and prepare blueprints; maintenance of the machines, chemicals, papers and necessary records.	1	36,500
3	Jr. Engineer	Responsible for distinguishing concerns, identifying them and attaining solutions to these concerns. He is accountable in terms of sharpening his skills and knowledge on project organization, standards of engineering and scientific investigation and evaluation to be more efficient at work.	8	35,500

4	Lab. Attendant Grade II	This role maintains and cleans the work space, equipment / accessories, glassware; disposes laboratory waste into colored bags for further disposal; performs work such as shifting of small equipment, accessories, samples, reagent bottles etc. as required; receive samples and assign laboratory identity marks; prepare vials if necessary	33	21,000
5	Medico Social Service Officer Grade I	To assist Medical Officers and Students in the field of investigation and advise families in health centre, mobile domiciliary units regarding their medical and social problems follow up of cases discharged from Hospital and to assist department officers in research programmes and to maintain records.	4	36,500
6	Occupational Therapists	This role is responsible for assisting physicians in planning therapy for patients; undertake occupational therapy treatment; conduct tests; design / fabricate aids for patients; assist patients by evaluating their environment, educating family members and assist them in the use of Prosthetic and Orthotic devices.	2	35,500
7	Pharmacist Gr. I	The role supervises / performs the indenting and dispensing of medicines on the basis of prescriptions and procures items for the pharmacy. This role also supervises the assessment, identity, strength and purity of medications and compounds and dispenses medications; prepares sterile solutions and infusions for use in surgical procedures, emergency rooms or patients' homes.	3	35,500
8	Pharmacist Gr. II	This role is responsible for assisting the senior pharmacists in the cadre, performs indenting and dispensing of medicines on the basis of prescriptions and procures items for the pharmacy. This role is also responsible for assessing the identity, strength and purity of medications and compounds and dispenses medications; prepares sterile solutions and infusions for use in surgical procedures, emergency rooms or patients' homes.	3	22,000
9	Multi rehabilitation Worker (Physiotherapist)	This role is responsible for providing physical therapy treatment to patients based on physician's advice; perform tests; assist patients in use of supportive devices; administer massage; work towards patient rehabilitation. This role also undertakes training of physiotherapy students; manages equipments etc.	5	35,500

10	Radiographic Technician Grade I	The position is responsible for the overall and efficient functioning of the Radiology department taking steps to improve the quality of patient care provided by the technicians.	26	35,500
11	Technical Assist. / Technician	Maintenance and up keep of all surgical equipment, instrumentation, endoscopes, theatre lights, operating tables and other specialized equipment for General and Specialized operation theatres.	69	35,500
12	Technical / Maintenance Supervisor	The position is responsible for ensuring that the facilities, layout and machinery used to produce new and existing materials and goods run to their maximum efficiency and output.	8	36,500
13	Dissection Hall Attendant	This role Support and help the Dissection hall Assistant.	6	21,000
14	Dissection Hall Assistant	This role maintains and cleans the Dissection hall as direction of Anatomy department.	2	21,000
15	Refractionist (Tech Officer -	To perform Vision Screening, Perform retinoscopy of patients, Prescribing glasses to patients, Checking power of the glasses bought by patients and to assist the Ophthalmologists in contact lens clinics. To perform Tonometry, Automated Perimetry, Keratometry and Biometry. To maintain the Registers for refraction spectacle prescription and contact lens prescription	4	35,500
16	Audio Metric Technician	Perform basic audiometry (pure tone air/home conduction testing, basic speech testing acoustic impedance testing) under the supervision of a qualified Audiologist. Be specifically trained to be employed in hearing screening programs administered by a qualified Audiologist. Provide description of audiogram and basic audiometric findings	1	35,500
17	ECG Technician	The position is responsible for the overall and efficient functioning of the ECG Machine in the general medicine and cardiology departments. The role is responsible for regular preventive maintenance of all the cardiology equipment.	1	35,500
18	Dietician	Dietitians and nutritionists typically do the following: Assess patients' and clients' nutritional and health needs. Counsel patients on nutrition issues and healthy eating habits. Develop meal and nutrition plans, taking both clients' preferences and budgets into account	1	36,500

19	Medical Physicist	The diagnosis, treatment and prevention of human diseases relies heavily on the medical equipment, critical apparatuses and procedures used. It is a medical physicist's responsibility to design, develop, test and assess these factors, using specialist knowledge of physics and other technical disciplines.	10	56,500
20	Prosthetic Orthotechnician	This role assists the Physicians by taking measurements of the Prosthetic and Orthotic appliances, fabricating / fitting and aligning the appliances, modifying or repairing the appliances. This role also instructs the patients and the family in the use and care of the devices. Additionally this role also assists in procurement and maintenance of stores.	1	35,500
21	Panchkarma Technician	Support and help deliver the Panchakarma treatment program designed by the Ayurvedic Practitioner or Ayurvedic Doctor.	6	22,000
22	OT Technican	This role assists to prepare the operation theatre, maintain equipment, sterilization, personal hygiene, and assist the nurses and surgeons in various procedures during and after the surgery.	24	35,500
23	Radiotheraphist Technologist	The position is responsible for the overall and efficient functioning of the Radiology department taking steps to improve the quality of patient care provided by the technicians.	8	42,000
24	Perfusion Technologist	The position is responsible for perfusionists predominantly work in the operating rooms of hospitals and the surgical centres. The role of work alongside the surgeon and other medical staff during the surgery.	1	35,500
25	Public Health Nurse	This role assists the evaluating the health of patients and creating treatment plans. Monitoring patients for any changes in condition. Educating patients about available support services and helping them access care	1	35,500
26	Speech Therapist	This role assists in treating a person facing problems related to speech disorders. They have help people having language and speech problems and who lack fluency while speaking.	1	35,500
27	Technical Prosthetic or Orthotic	This role assists the Physicians by taking measurements of the Prosthetic and Orthotic appliances, fabricating / fitting and aligning the appliances, modifying or repairing the appliances. This role also instructs the patients and the family in the use and care of the devices.	1	35,500



		Additionally this role also assists in procurement and maintenance of stores.		
28	Dental Technician	This role is responsible for assisting the Dental Surgeons in performing their responsibilities.	4	35,500

\* Exclusive of Service Charges & GST.

**All the above posts are tentative. The Competent Authority of AIIMS, Jodhpur has power to relax/amend/change any of the above parameters i.e. posts/number of posts/eligible qualification/scope of work etc. as per Institute requirement.** The Maximum consolidated contractual amount per month Inclusive of all statutory obligation (in Rs.) is as per guidelines from Ministry of Health & Family Welfare. **However, the Maximum consolidated contractual amount per month Inclusive of all statutory obligation (in Rs.) may be changed (increased/decreased) after approval of the Competent Authority.**

The Agency shall ensure that the engaged manpower, as per the description, not only performs within its requisite scope of work but also ensure maintenance, upkeep & safety of the Complex, Stores, Furniture etc. as well as harmonious and cordial relationships with the employees, visitors, guests or any other persons within the complex / premises. The Agency will be held responsible for any illegal action by the deployed personnel. Their deployment will be in general shift or round the clock in 3 shifts at AIIMS. The Agency will provide to all deployed personnel **Name Badges and Identity Cards**. The Agency will also ensure that engaged manpower should maintain vigil and remain alert on respective official performances. The requirement of manpower in above defined categories or in additional categories may increase or decrease during the initial period of contract also.

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

1. The Bidder may be a proprietary firm, Partnership firm, Limited Company, Corporate body legally constituted, who possess the required licenses, registrations etc. as per law valid at least for 12 months from the date of the opening of tender.
2. Conditional bids shall not be considered and will be out-rightly rejected in very first instance.
3. The Bidder shall have atleast 3 years' experience during last 7 years ending on 31<sup>st</sup> March 2020 of providing Manpower Services (Other than Security Services) to Central Government department/ Central Autonomous Institutions/ Central Universities/ Central Public Sector undertakings and should have successfully completed similar work of magnitude as per below mentioned criteria:
  - (i) One similar work of not less than Rs. 8,00,00,000/- in one year  
Or,
  - (ii) Two similar works each amounting to not less than Rs. 6,00,00,000/- in one year  
Or,
  - (iii) Three similar works each amounting to not less than Rs. 4,00,00,000/- in one year

**Note:**

- i. Work referred above should be in the name of a firm as a single entity and not aggregates of joint venture firms/associates or cartels.
  - ii. Completed work shall mean work under one contract with extension/s.
  - iii. Concluded or should have been more than one year old live contracts with extension/s, if any. In case of running contract, value of payment received till date of issue of certificate shall be the qualifying amount.
4. The average annual turnover of services provided by the bidder should not be less than **Rs. Ten Crore** during the last three consecutive years ending on 31<sup>st</sup> March 2020 as per their audited books of accounts/Tax Returns with clear evidence that the turnover is derived from provision of services which form the subject matter of the present notice.
  5. The bidder should have their registered office / branch in Jodhpur. If not, an office should be opened in Jodhpur within 30 days of the award of work.
  6. There should be no case pending with the police against the Proprietor / Firm / Partner or the Company (Agency).
  7. The bidder shall submit affidavit that the agency is/ has not been blacklisted by Central Govt. / State Govt. / any PSU.
  8. The bidder shall have the following Registrations and details of the same be provided in the Technical Bid:
    - (i) PF Registration:
    - (ii) ESI Registration:
    - (iii) Goods and Service Tax (GST) Registration:
    - (iv) Valid License issued by Regional Labour Commissioner, Govt of India or should give an undertaking that the bidder would obtain it positively within 90 days of the award of the work. Work order will be issued only after getting valid labour licence.

*If the bidder fails to obtain the valid license within the stipulated period, for whatsoever reason, this Agreement shall automatically stand terminated and AIIMS, Jodhpur shall be at liberty to recover losses, if any, from the Security Deposit of the bidder.*

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

**Technical Bid :**

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

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

Column No.9-12: Copy of PAN, GST etc.

**C. Information and Conditions relating to Submission of Bids**

1. The initial period of contract shall be for 1 year which may be further extendable upto 3 years one year at a time, depending on performance of the Agency and at discretion of Director, AIIMS, Jodhpur.
2. In case the tender is signed by the Authorized signatory, a copy of the power of attorney/authorization may be enclosed along with tender.
3. As a guarantee towards due performance and compliance of the contract work, the successful bidder (agency) will deposit an amount equal to 03% of Annual Contract value inclusive of GST towards Security Deposit by way of demand draft/ Bank Guarantee in favour of "All India Institute of Medical Sciences, Jodhpur" drawn on any Nationalized Bank/Scheduled Bank and payable at Jodhpur.
4. The bid shall be valid and open for acceptance of the Director, AIIMS, Jodhpur for a period of 180 days from the date of opening of the tenders and no request for any variation in quoted rates and/withdrawal of tender on any ground by successful bidder shall be entertained.
5. The service provider shall submit the bill to the Deputy Director (Admin) for re-imburement by 3<sup>rd</sup> of every month. Payment of bills for services rendered will be on reimbursable basis. Bills when submitted, shall be supported by the following documents: -
  - (a) Certificate to the effect that "Conditions as envisaged Government of India Minimum Wages Act and other Statutes on the subject have been complied with."
  - (b) Copies of the remittance such as EPF, ESI etc. must be enclosed.
  - (c) The company will ensure that all their personnel should possess bank account and their salaries are remitted to their account.
  - (d) Invoice duly verified by Deputy Director (Admin).
  - (e) Proof of payment of Salary disbursed to employees.
  - (f) Attendance of employees deployed.
6. The Director, AIIMS, Jodhpur reserves the right to accept or reject any or all bids without assigning any reasons. Director, AIIMS, Jodhpur also reserves the right to reject any bid which in his opinion is non-responsive or violating any of the conditions/specifications without any liability to any loss whatsoever it may cause to the bidder in the process.

**D. Terms and Conditions: -**

1. The full particulars of the personnel to be deployed by the agency including their names and addresses shall be furnished to Administrative Office, AIIMS, Jodhpur along with testimonials before they are actually deployed for the job.
2. The Company / Agency shall supply uniforms (all weather) of all the supporting staff with Name plates to the persons engaged by it. The Institute shall not allow any employee of the Company / Agency to work inside the Institute without uniform except in cases where-in specially asked for.
3. The agency shall not deploy or shall discontinue deploying the person(s), if so desired by the Administrative Office, at any time without assigning any reason whatsoever.

4. The persons deployed by the service providing Agency shall not claim nor shall be entitled to pay, perks and other facilities admissible to casual, ad hoc, regular/ confirmed employees of this institute during the currency or after expiry of the contract.
5. 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.
6. The Service provider shall be responsible for compliance of all statutory provisions relating to Minimum wages, Provident Fund, and Employees State Insurance etc. in respect of the persons deployed by it in the Institute.

Rates quoted by the firm will include all statutory obligations of the contractor under Minimum Wages Act. Minimum wages for all purposes of tendering and execution thereof shall be rates as notified by Chief labour commissioner (Central). Revision of rates will be acceptable against submission of order/notification from time to time with authentic proof of having paid the same. Only Minimum wages for number of persons deployed will be revised as and when Minimum wages revision is notified by Chief labour commissioner (Central). Apart from this no other escalation on any component on any component is payable whatsoever.” This clause shall be operational for decrease in quoted/awarded amount on same analogy as above in case there is decrease in labour rates.

7. 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.
8. The Agency shall ensure fulfillment of qualifications (academic/professional), skills, experience, age limit and other engagement conditions as tabulated above. The Agency will get their antecedents, identity proof, character and conduct and medical health suitability verified.
9. The Agency will get their antecedents, character and conduct verified and to submit a copy of Police verification to AIIMS, Jodhpur before engaging new employee.
10. A local representative of Agency shall be In-charge of the system and shall be responsible for the efficient rendering of the service under the contract. While working at the premises of AIIMS, Jodhpur, they shall work under directives and guidance of Administrative Office, located at AIIMS, Jodhpur site and will be answerable to Administrative Office. This will, however, not diminish in any way, the agency’s responsibility under contract to the AIIMS, Jodhpur.
11. A senior level representative of the Agency shall visit AIIMS, Jodhpur premises at least once-a-week and review the service performance of its personnel. During the weekly visit, Agency’s representative will also meet the Administrative Office, located at AIIMS, Jodhpur, officer dealing with service under the contract for mutual feedback regarding the work performed by his personnel and removal of deficiencies, if any, observed in their working.
12. The Agency shall ensure that any replacement of the personnel, as required by Administrative Office, AIIMS, Jodhpur for any reason specified or otherwise, shall be effected promptly without any additional cost to the AIIMS, Jodhpur. If the agency wishes to replace any of the personnel, the same shall be done with prior concurrence of the Administrative Office, AIIMS, Jodhpur at Agency’s own cost.
13. 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, Jodhpur/MoH&FW/Govt. of India/any State or any Union Territory.
14. The day-to-day functioning of the services shall be carried out in consultation with and under direction of the Administrative Office, AIIMS, Jodhpur. Proposals for efficient functioning of the

systems shall be discussed, considered and implemented from time to time by the agency with approval of Administrative Office, AIIMS, Jodhpur.

15. The bills will be subject to checks/verification by AIIMS Jodhpur. The payment shall be made after satisfactory performance of work for the actual deployment as certified by end user department on attendance sheet. No payment shall be made to personnel not authorized to be deployed by AIIMS Jodhpur. The decision of AIIMS Jodhpur will be final in the matter.
16. The agency shall be solely responsible for compliance to the provisions of various Labour and industrial laws, such as, wages, allowances, compensations, EPF, Bonus, Gratuity, ESI etc. relating to personnel deployed by it at AIIMS, Jodhpur site or for any accident caused to them and the institute shall not be liable to bear any expense in this regard.
17. The Agency shall make payment of wages to workers engaged by it by the stipulated date irrespective of any delay in settlement of its bill by the Deputy Director (Admin), at AIIMS, Jodhpur for whatever reason. The Agency shall also be responsible for the insurance of its personnel. The agency shall specifically ensure compliance of various Laws/Acts, including but not limited to with the following and their re-enactments/amendments/modifications:-
  - i. The Payment of Wages Act 1936
  - ii. The Employees Provident Fund Act, 1952
  - iii. The Factory Act, 1948
  - iv. The Contract Labour (Regulation) Act, 1970
  - v. The Payment of Bonus Act, 1965.
  - vi. The Employees State Insurance Act, 1948
  - vii. The Employment of Children Act, 1938
  - viii. The Motor Vehicle Act, 1988
  - ix. Minimum Wages Act, 1948
18. In case of any theft or pilferages, loss or other offences, the agency will investigate and submit a report to Deputy Director (Admin), AIIMS, Jodhpur and maintain liaison with the police. FIR will be lodged by Deputy Director (Admin), AIIMS, Jodhpur, wherever necessary. If need be, joint enquiry comprising of both the parties shall be conducted and responsibility fixed.
19. The agency shall ensure that staff appointed by them is fully loyal-to and assist the Administrative Office, AIIMS, Jodhpur during normal periods as well as during strike and other emergencies for the protection of personnel and property both moveable and immovable to the entire satisfaction of the AIIMS, Jodhpur.
20. In case of any loss that might be caused to the AIIMS, Jodhpur due to lapse on the part of the personnel discharging responsibilities will be borne by the Agency and in this connection, Deputy Director (Admin), AIIMS, Jodhpur shall have the right to deduct appropriate amount from the bill of contracting agency to make good such loss to AIIMS, Jodhpur besides imposition of penalty. In case of frequent lapses on the part of the personnel deployed by the contractor, Deputy Director (Admin), AIIMS, Jodhpur shall be within its right to terminate the contract forthwith or take any other action without assigning any reason whatsoever.
21. In the event of any personnel being on leave/absent, the agency shall ensure suitable alternative arrangement to make up for such absence. To meet such eventualities, the agency shall make provision for leave reserve.
22. As and when Deputy Director (Admin), AIIMS, Jodhpur requires additional strength on temporary or emergent basis, the agency will depute such personnel under the same terms and conditions. For the same, a notice of two days will be given by the Deputy Director (Admin),

AIIMS, Jodhpur. Similarly, if the personnel deployed by the agency any time are found absent from duty or sleeping or found engaged in irregular activities, the Deputy Director (Admin), AIIMS, Jodhpur shall deduct the requisite amount at the pro-rata rates from the bill of the agency besides imposition of penalty for non-observance of the terms of contract.

23. The institute shall be entitled to deduct in accordance with Applicable Law, Income Tax at Source (TDS) or with standing tax or other deduction (as the case may be), from any payment made to the agency, and the amount so deducted shall be deemed to be a payment made to the Agency. Client shall provide a certificate certifying the deduction so made.
24. The Agency will be paid the agreed amount + taxes as applicable on production of monthly bill. No other charges of any kind shall be payable.
25. In case of non-complain/non-performance of the services according the terms of the contract, the Deputy Director (Admin), AIIMS, Jodhpur shall be at liberty to make suitable deductions from the bill without prejudice to its right under other provisions of the contract.
26. The agency shall be solely liable for all payment/dues of the Workers employed and deployed by it. The agency shall fully indemnify AIIMS, Jodhpur 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, Jodhpur premises/facility.
27. The decision of AIIMS, Jodhpur in regard to interpretation of the Terms & Conditions and the Agreement shall be final and binding on the Agency.
28. In case of any dispute between the Agency and AIIMS, Jodhpur, AIIMS, Jodhpur shall have the right to decide. However, all matters of jurisdiction shall be at the local courts located at Jodhpur.
29. In case of any dispute or differences arising under the terms of this Agreement the same shall be settled by reference to arbitration by a sole Arbitrator to be appointed by Director, AIIMS, Jodhpur.
30. The provisions of Arbitration and Conciliation Act 1996 shall be applicable. Any violation of instructions/agreement or suppression of facts will attract cancellation of agreement without any reference.
31. The service Providing agency shall be solely responsible for the redressal of grievances/resolution of dispute relating to persons deployed under the scope of this contract. The institute shall, in no way, be responsible for settlement of such issues what so ever.
32. An agreement shall be signed with the successful bidder as per specimen enclosed.

#### **E. Sub-Contract:-**

The Agency shall not assign transfer, pledge or sub contract the services/works.

***Note: These terms and conditions are part of the Contract/Agreement as indicated in the Agreement between 'Client' (First Part) and the 'Agency' (Second Part) and any non-compliance shall be deemed as breach of the Contract/Agreement.***

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**Deputy Director (Admin)  
AIIMS, JODHPUR**

## Agreement

This agreement is made at Jodhpur on the day of \_\_\_ Two Thousand Twenty One between the Director, All India Institute of Medical Sciences, Jodhpur, **acting through Deputy Director (Admin), AIIMS, Jodhpur, having its office at AIIMS, Jodhpur – 342005 Rajasthan** (*hereinafter* called 'Client' which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors, legal representatives and assigns) of the **First Part**.

### **Second Part**

M/s \_\_\_\_\_, having its registered office at \_\_\_\_\_ (*hereinafter* called the 'Agency' which expression unless repugnant to the context shall mean and include its successors-in-interest assigns etc.) of the **Second Part**.

WHEREAS the 'Client' is desirous to engage the 'Agency' for providing Tender for Manpower (Technical Staff) for AIIMS, Jodhpur at Jodhpur on the terms and conditions stated below:

1. The Agency shall be solely responsible for compliance to provisions of various Labour, Industrial and any other laws applicable and all statutory obligations, such as, Wages, Allowances, Compensations, EPF, Bonus, Gratuity, ESI, etc relating to personnel deployed in AIIMS, Jodhpur. The Client shall have no liability in this regard.
2. The Agency shall be solely responsible for any accident / medical / health related liability /compensation for the personnel deployed by it at AIIMS, Jodhpur site. The Client shall have no liability in this regard.
3. Any violation of instruction / agreement or suppression of facts will attract cancellation of agreement without any reference or any notice period.
4. The contract can be terminated by giving one month notice on either side.
5. In case of non-compliance with the contract, the Client reserves its right to:
  - a. Cancel / revoke the contract; and / or
  - b. Impose penalty up to 10% of the Total Annual Value of contract
6. Security Deposit amounting to 03% of the contract value inclusive of GST in the form of Fixed Deposit Receipt or Bank Guarantee payable at Jodhpur valid for 60 days beyond completion of contractual obligation shall be furnished by the Agency at the time of signing of the Agreement.
7. The Agency shall be fully responsible for timely monthly payment of wages and any other dues to the personnel deployed at AIIMS, Jodhpur.
8. The personnel provided by the Agency will not claim to become the employees of AIIMS, JODHPUR and there will be no Employee and Employer relationship between the personnel engaged by the Agency & AIIMS, Jodhpur.
9. The Agency also agrees to comply with annexed Terms and Conditions and amendments thereto from time to time.
10. Decision of Client in regard to interpretation of the Terms and Conditions and the Agreement shall be final and binding on the Agency.
11. The Agency shall ensure full compliance with tax laws of India with regard to this Contract and shall be solely responsible for the same. The Agency shall keep Client fully indemnified against liability of tax, interest, penalty etc. of the Agency in respect thereof, which may arise.
12. In case of any dispute between the Agency and Client, Client shall have the right to decide. However, all matters of jurisdiction shall be at the local courts located at JODHPUR.

13. THIS AGREEMENT will take effect from day of \_\_ Two Thousand Twenty One and shall be valid for one year.

**IN WITNESS WHEREOF** both the parties here to have caused their respective common seals to be hereunto affixed / (or have hereunto set their respective hands and seals) the day and year mentioned above in JODHPUR in the presence of the witness

For and on behalf of the ‘Agency’

For and on behalf of the ‘AIIMS, Jodhpur’

Signature of the authorized Official

Signature of the authorized Official

Name of the Official

Name of the Official

Stamp / Seal of the ‘Agency’

SIGNED, SEALED AND DELIVERED  
By the said \_\_\_\_\_  
\_\_\_\_\_ (Name)  
\_\_\_\_\_ on  
behalf of the ‘Agency’ in presence of

By the said \_\_\_\_\_ (Name)  
\_\_\_\_\_ on behalf of the ‘AIIMS, Jodhpur in  
presence of

Witness \_\_\_\_\_

Witness \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

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