

Tender
For
Hospital Support Services for OPD
At
All India Institute of Medical Sciences
Jodhpur

NIT Issue Date : 25th August, 2017
NIT No. : Admn/Tender/159/2017-AIIMS.JDH
Last Date of Submission : 20th September, 2017 at 03:00 PM
Bid opening : 21st September, 2017 at 03:00 PM

Tender documents may be downloaded from institute's web site www.aiimsjodhpur.edu.in (for reference only) and CPPP site <https://eprocure.gov.in/eprocure/app>



All India Institute of Medical Sciences Jodhpur

Basni Phase - II, Jodhpur – 342005, Rajasthan

Tele: 0291- 2012978, Email: oadmin@aiimsjodhpur.edu.in

Website: www.aiimsjodhpur.edu.in

TENDER NOTICE
FOR
SELECTION OF AGENCY FOR PROVIDING
HOSPITAL SUPPORT SERVICES FOR OPD

ON BEHALF OF THE DIRECTOR, ALL INDIA INSTITUTE OF MEDICAL SCIENCES, JODHPUR (AIIMS, JODHPUR), tenders are invited under **two-bid** system from reputed, experienced and financially sound Manpower Agencies for providing hospital support services for OPD at All India Institute of Medical Sciences, Jodhpur.

Any future clarification and/or corrigendum(s) shall be communicated through the website www.aiimsjodhpur.edu.in / Administrative Officer, 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. **EMD Payment:**
The bidder shall be required to submit the Earnest Money Deposit (EMD) for an amount of **Rs. 20,00,000/- (Rupees Twenty Lakhs Only)** by way of demand drafts or Bank Guarantee only. The demand drafts or Bank Guarantee shall be drawn in favour of "**All India Institute of Medical Sciences, Jodhpur**". The EMD of the successful bidder shall be returned after the successful submission of Bank Guarantee/ Security Deposit and for unsuccessful bidder(s) it would be returned after award of the contract. **The demand drafts or Bank Guarantee for EMD must deliver to AIIMS, Jodhpur on or before last date/time of Bid Submission.**
 - a) Tenderer shall not be permitted to withdraw his offer or modify the terms and conditions thereof. In case the tenderer fail to observe and comply with stipulation made herein or back out after quoting the rates, the aforesaid amount of earnest money will be forfeited.
 - b) The Firm who are registered with National Small Industries Corporation (NSIC) / OR Small Scale Industries (SSI) are exempted to submit the EMD (Copy of registration must be provide along with technical bid)
 - c) The EMD, in case of unsuccessful Bidders shall be retained by AIIMS, Jodhpur till the finalization of the tender. No interest will be payable by AIIMS, Jodhpur on the EMD.
6. **The Hard Copy of original instrument in respect of earnest money deposit must be delivered to the AIIMS, Jodhpur on or before last date/time of Bid Submission as mentioned above. The bid without EMD will be summarily rejected.**
7. **Submission of Tender:**
The tender shall be submitted online in two part, viz., technical bid and financial bid. All the pages of bid being submitted must be signed and 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, VAT registration certificate and Tender Acceptance Letter.
- ii) Signed and scanned copy of documents like Earnest Money Deposit.

Administrative Officer

For and on behalf of Director, AIIMS, Jodhpur

TECHNICAL BID

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

1. Name & Address of the Tenderer Organization/Agency with phone number, email and name and telephone/mobile number of contact person.						
2. Experience in the work of providing Manpower Services. Particulars of experience (Attach certificates, testimonials). This shall cover the details of works of similar nature, approximate magnitude and duration carried out and/or on hand for last 3 years along with a certificate from the organization where the job was carried out (In following format).						
S.No.	Name of Organization with complete address & telephone nos. to whom services provided	From	To	Total contract period (in year/month)	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 licence. 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: Gratuity Act Regn. No:						
6. Are you governed by minimum wages rules of the Govt of India If yes, please give details.						
7. Please attach copy of last return of Income Tax						
8. Please attach balance sheet of the agency, duly certified by Chartered Accountant for last three (3) years.						
9. PAN No. (Please attach copy)						
10. Service Tax Registration No. (Please attach copy)						

11. Acceptance of terms & conditions attached (Yes/No). Please sign each page of terms and conditions as token of acceptance and submit as part of tender document.	
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.	
14. Details of the DD/ Bank Guarantee of Rs.20,00,000/ towards bid security (EMD). DD No. Date: Drawn on:	

Declaration by the Tenderer:

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

Enclosure:

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

Place:.....

(Signature of Tenderer with seal)

Date:.....

Name:

Address

Phone No (O):

Fax No. (O):

E-mail:

Annexure –A
TERMS & CONDITIONS OF CONTRACT
(Annexure to Agreement)

A. Scope of Work:

AIIMS, Jodhpur requires round the clock hospital support services for OPD. Firms may provide the assistance through deployment of manpower in Hospital Complex, AIIMS, Jodhpur. However, minimum number of manpower cannot be less than the number mentioned below. The Agency shall provide staff by deploying adequately trained and well-disciplined staff.

S. No.	Description	Scope of work	Requisite manpower (in nos.)
1	Supporting staff/ Un-Skilled Supervisory	<ul style="list-style-type: none"> - This role is responsible for monitoring patients in the wards, administering medication under supervision, assisting patients during pre and post recovery; assisting the Nursing staff in their functions; collecting samples and handing them over to specific test centers; the role is responsible for coordinating with bearers for patients' calls for help at the earliest; dusting rooms and ensuring overall cleanliness of the room. - May be required to help in transportation of patients using wheel chairs/ stretchers/ ICU Beds. Also will be required to left in transporting/ shifting of equipment and transferring of item to and from different places in & around the institution. - Cleaning of office & OPD furniture, fixtures and walls. - Inventory management of office including generating indent and getting supply from stores. - Queue management. - Maintaining hospital visit census & register. - General assistance of patients. - Any other as deemed necessary. 	400
2	Supervisor	This role is responsible for supervising the work of the supporting staff, maintaining attendance and maintaining discipline.	5
3	Clerical staff/ Skilled Supervisory	<p>The position is responsible for entering and maintaining inventory effectively and ensure that the records of items issued, received and balance in store are updated; assisting the officers in the automation of the inventory (receipts and issue); ensuring the safety, security and cleanliness of the store/ department.</p> <p>Data processing, file handling, carrying out office orders, maintaining and upkeep of office files accurately and in a timely fashion.</p>	50

Note:

The above stated manpower will be deployed in 3 shifts as per requirement of the Hospital. However, the above number of the personnel is without prejudice to the right of Director, AIIMS, JODHPUR to deploy the personnel in any other number considered to be more suitable in the interest of the AIIMS, JODHPUR.

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

1. The Bidder may be a proprietary firm, Partnership firm, Limited Company, Corporate body legally constituted, who possess the required licenses, registrations etc. as per law valid at least for 12 months from the date of the opening of tender.
2. The Bidder shall have at least 3 years' experience of providing manpower (except housekeeping staff) for Hospital support services to Central Government department/ Autonomous Institutions/Universities/Public Sector undertakings for the Government of India.
3. Conditional bids shall not be considered and will be out-rightly rejected in very first instance.

4. Having successfully completed work of similar magnitude as per below mentioned criteria during the last three years:

(i) One similar work of not less than Rs. 8,00,00,000/-,

Or,

(ii) Two similar works each amounting to not less than Rs. 6,00,00,000/-;

Or,

(iii) Three similar works each amounting to not less than Rs. 4,00,00,000/-.

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. Work considered should either have been completed.
- 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.

5. The average annual turnover of services provided by the bidder should not be less than Rs. 10.00 Crores during the last three consecutive years as per their audit books of accounts/Tax Returns with clear evidence that the turnover is derived from provision of services which from the subject matter of the present notice.

6. 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.

7. There should be no case pending with the police against the Proprietor / Firm / Partner or the Company (Agency).

8. The bidder shall submit affidavit that the agency is/ has not been blacklisted by Central Govt. / State Govt. / any PSU.

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

(i) PF Registration:

(ii) ESI Registration:

(iii) Service Tax Registration:

(iv) Valid License issued by Regional Labour Commissioner, Govt of India or should give an undertaking that the bidder would obtain it positively within 90 days of the award of the work.

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

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

Technical Bid :

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

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

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

D. Information and Conditions relating to Submission of Bids

1. The initial period of contract shall be for 2 years which may be further extendable upto 2 year one year at a time, depending on performance of the Agency and at discretion of Director, AIIMS, JODHPUR.

2. All the pages of the tender should be signed by the owner of the firm or his Authorized signatory. In case the tenders are signed by the Authorized signatory, a copy of the power of attorney/authorization may be enclosed along with tender.

3. A copy of the terms and conditions shall be signed on each page and submitted with the technical bid as token of acceptance of terms and conditions.
4. The bidder shall pay Bid Security (EMD) of Rs. 20,00,000/ (Rupees Twenty lakhs only) along with the technical bid by Demand Draft or Bank Guarantee in favour of "All India Institute of Medical Sciences, JODHPUR" drawn on any Nationalized Bank/Scheduled Bank and payable at JODHPUR. Bids received without Earnest Money deposit (EMD) shall stand rejected and thus shall not be considered for evaluation etc. at any stage.
5. The bid security (EMD) without interest shall be returned to the unsuccessful bidders after finalization of contract.
6. As a guarantee towards due performance and compliance of the contract work, the successful bidder (agency) will deposit an amount equal to 10% of Annual Contract value 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.
7. The EMD deposited by successful agency will be adjusted towards Security deposit as demanded above. If the successful bidder fails to furnish the difference amount between Security Deposit and EMD within 15 (fifteen) days after the issue of Letter of Award of Work, his bid security (EMD) shall be forfeited unless time extension has been granted by AIIMS, JODHPUR.
8. The EMD shall be forfeited if successful bidder fails to undertake the work or fails to comply with any of the terms and conditions of the contract.
9. 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.
10. The service provider shall submit the bill to the Administrative Officer for re-imbursment by 3rd 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 / Rajasthan Government Minimum Wages Act and other Statutes on the subject have been complied with."
 - (b) Copies of the remittance such as EPF, ESI etc. shall be enclosed.
 - (c) The company will ensure that all their personnel should possess bank account and their salaries are remitted to their account.

11. 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.

E. 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 Medical Superintendent Office, AIIMS, JODHPUR along with testimonials before they are actually deployed for the job.
2. The Company / Agency shall supply uniforms (all weather) 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 Medical Superintendent 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. The monthly emolument will be fixed for entire contract period, however the successful firm has to pay Minimum wages as revised/ enhanced by Labour Commissioner of India time to time.
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 Medical Superintendent Office, located at AIIMS, JODHPUR site and will be answerable to Medical Superintendent 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 Medical Superintendent 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 Medical Superintendent 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 Medical Superintendent 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 Medical Superintendent 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 Medical Superintendent Office, AIIMS, JODHPUR.

15. 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.
16. The Agency shall make payment of wages to workers engaged by it by the stipulated date irrespective of any delay in settlement of its bill by the Administrative Officer, at AIIMS, 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
17. In case of any theft or pilferages, loss or other offences, the agency will investigate and submit a report to Administrative Officer, AIIMS, JODHPUR and maintain liaison with the police. FIR will be lodged by Administrative Officer, AIIMS, JODHPUR, wherever necessary. If need be, joint enquiry comprising of both the parties shall be conducted and responsibility fixed.
18. The agency shall ensure that staff appointed by them is fully loyal-to and assist the Medical Superintendent 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.
19. 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, Administrative Officer, 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, Administrative Officer, AIIMS, JODHPUR shall be within its right to terminate the contract forthwith or take any other action without assigning any reason whatsoever.
20. 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.
21. As and when Medical Superintendent Office, 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 Medical Superintendent Office, 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 Medical Superintendent Office, 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.
22. The Administrative Officer, AIIMS, JODHPUR shall pay the agreed amount on production of monthly bill. No other charges of any kind shall be payable.
23. In case of non-complaint/non-performance of the services according to the terms of the contract, the Administrative Officer, AIIMS, JODHPUR shall be at liberty to make suitable

deductions from the bill without prejudice to its right under other provisions of the contract.

24. 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.
25. The decision of AIIMS, JODHPUR in regard to interpretation of the Terms & Conditions and the Agreement shall be final and binding on the Agency.
26. 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.
27. 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.
28. 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.
29. An agreement shall be signed with the successful bidder as per specimen enclosed.

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

**Administrative Officer
AIIMS, JODHPUR**

FINANCIAL BID

TENDER FOR HOSPITAL SUPPORT SERVICES FOR OPD AT AIIMS, JODHPUR

Name of the Agency: M/s.....

Address of the Firm:

.....

The job requirements as mentioned in Annexure 'A' are minimum number of manpower required. However, more number of manpower will have to be deployed by the agency, if required.

Amount per month (Inclusive of all statutory obligations)	In Figure	
	In Words	

*** Minimum wages for minimum requisite manpower as per Central Government Order on Minimum Wages Act, 1948 is Rs. 83,94,884/- per month.** (The above rates are taken into consideration on the basis of order No. 1/ 13(1)/2017-LS-ii dated 20/04/2017 issued by Government of India Ministry of Labour & Employment, Office of the Chief Labour Commissioner(C) New Delhi. However, any increase in rates by the Government will be paid by AIIMS, Jodhpur to the contractor on production of bill and relevant Circular).

- **While quoting amount per month, TDS (Tax deducted at source) deducted from the bill (as applicable), should also be added.**
 - **As per Office Memorandum No. 29(1)/2014-PPD of Ministry of Finance, Department of Expenditure dated 28th January 2014, any firm quoting 'Nil' charges/ consideration as service charge will be treated as unresponsive and will be summarily rejected.**
 - **The firm, who will fail to comply any of the above said condition, their bid will summarily be rejected.**
 - All staff required for carrying out the above work, this is inclusive of all salaries as per minimum wages, bonus, ESI, PF etc., Labour Cess & all other taxes & dues payable excluding the Service Tax & educational cess.
 - Service Tax shall be paid by the contractor to concern Department on demand and it will be reimbursed to him by the Competent Authority after satisfying that it has been actually and genuinely paid by the contractor.
- **In case two or more agencies are found to have quoted the same rates, Director, AIIMS, Jodhpur shall decide about the Agency to which the offer shall be granted based on the report of maximum experience (in years) of the firm in Central Government Hospital/ Central Autonomous Institutions of National importance.**

Declaration by the Bidder:

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.

- a. Under no circumstances should financial bid be put in Technical Bid document, else his tender will be summarily rejected.
- b. No other charges would be payable by Client.
- c. There would be no increase in rates during the Contract period except provision under the terms and conditions.

Place:.....

Date:.....

(Signature of Bidder with seal)

Name:

Address :

Phone No (O):

Fax No. (O):

E-mail:

Annexure –D

Agreement

This agreement is made at Jodhpur on the 1st day of Two thousand Seventeen between the Director, All India Institute of Medical Sciences, Jodhpur, **acting through Administrative Officer, AIIMS, Jodhpur, having its office at AIIMS, Near Cazri Gate, Basni, Jodhpur-342005** (*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 Patient Supporting Assistance 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 10% of the contract value in the form of Fixed Deposit Receipt or Bank Guarantee shall be furnished by the Agency at the time of signing of the Agreement.
7. The Agency shall be fully responsible for timely monthly payment of wages and any other dues to the 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. There would be no increase in rates payable to the Agency during the contract period except reimbursement of the statutory wages revised by the Central Govt.
10. The Agency also agrees to comply with annexed Terms and Conditions and amendments thereto from time to time.
11. Decision of Client in regard to interpretation of the Terms and Conditions and the Agreement shall be final and binding on the Agency.
12. The Agency shall ensure full compliance with tax laws of India with regard to this Contract and shall be solely responsible for the same. The Agency shall keep Client fully indemnified against liability of tax, interest, penalty etc. of the Agency in respect thereof, which may arise.
13. In case of any dispute between the Agency and Client, Client shall have the right to decide. However, all matters of jurisdiction shall be at the local courts located at Jodhpur.
14. THIS AGREEMENT will take effect from 1st day of Two thousand Seventeen

and shall be valid for two 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

By the said _____
_____(Name)
_____ on
behalf of the '**Agency**' in presence of

_____(Name)
_____ on behalf of the '**AIIMS, Jodhpur**' in
presence of

Witness _____

Witness _____

Name _____

Name _____

Address _____

Address _____
