

Tender

For

Manpower Services

(Nursing Staff)

At

All India Institute of Medical Sciences, Jodhpur

NIT Issue Date : 04th May, 2016
NIT No. : Admn/Tender/05/2016-AIIMS,JDH
Pre-Bid Meeting held on : 16th May, 2016 at 04:00 PM
Last Date of Submission : 27th May, 2016 at 03:00 PM



All India Institute of Medical Sciences, Jodhpur

Basni Phase - II, Jodhpur – 342005, Rajasthan

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TENDER NOTICE
FOR
SELECTION OF AGENCY FOR PROVIDING MANPOWER (Nursing 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 for job outsourcing (Nursing staff).

Tenders in sealed cover are invited under **two-bid** system from reputed, experienced and financially sound Manpower Agencies on behalf of the Director, All India Institute of Medical Sciences, Jodhpur, for providing manpower (Nursing posts) for All India Institute of Medical Sciences, Jodhpur.

The interested agencies are required to submit the technical bid (qualifying bid) and financial bid separately. The bids in Sealed Cover-I containing "Technical Bid for Manpower Services (Nursing Staff)" and Sealed Cover-II containing "Financial Bid for Manpower Services (Nursing Staff)" should be placed in a third sealed cover super scribed "**Tender for Manpower Services (Nursing staff) for AIIMS, JODHPUR**" and should reach at the office of "**The Administrative Officer, AIIMS, Basni Phase-II, Jodhpur - 342005**, before 1500 hrs on or before last date of submission i.e. **27th May, 2016**. The technical bids will be opened on the same day at **1600 hrs** at AIIMS, Jodhpur. In the event of any of the above mentioned date being declared as a holiday / closed day, the tenders will be opened on the next working day at the appointed time.

The tender document containing eligibility criterion, scope of work, terms & conditions and draft agreement etc. can be downloaded from website www.aiimsjodhpur.edu.in. The tender document from website should enclose an additional Demand Draft for Rs 2,000.00 (non-refundable) in favour of "**AIIMS, Jodhpur**", payable at Jodhpur, along with their tender bid in the Cover-I "Technical Bid". The bid security (EMD) of Rs 10,00,000/- (Rupees Ten Lakhs only) should be paid by Demand Draft/ Bank Guarantee in favour of "**All India Institute of Medical Sciences, Jodhpur**" payable at JODHPUR along with their technical bid in the Cover-I "Technical Bid". The Tender Enquiry Documents are not transferable. Tender submitted without cost of Tender form will be summarily rejected.

Any future clarification and/or corrigendum(s) shall be communicated through the website www.aiimsjodhpur.edu.in / Administrative Officer, AIIMS, Jodhpur.

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. The firm shall submit a non-blacklisting/non-debarring certificate that the firm has not been blacklisted in the past by any Government Institutions.	
14. Details of the DD/ Bank Guarantee of Rs.10,00,000/ towards bid security (EMD) and a DD of Rs. 2,000/- as Tender Fee. 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:

FINANCIAL BID

(In sealed Cover-II super scribed "Financial Bid")
TENDER FOR MANPOWER SERVICES (Nursing Staff) TO AIIMS, JODHPUR

The job requirements as mentioned in Annexure are Tentative and actual number of manpower requirement may be less which will be notified to the bidder. Initially few number or few categories of job will be required. No claim can be made on the basis that mention number of job has not been taken from the agency. Payment will be made for the job actually outsourced.

Service Charge (Inclusive of all statutory obligations) in percentage	In Figure	
	In Words	

** Reservations for all these jobs will be as per Govt. of India Rules/guidelines and it shall be applicable in respect of outsourced jobs.

AIIMS, Jodhpur may also ask to depute additional Manpower as and when required.

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.

Note:

- 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.
- No other charges would be payable by Client.
- 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:

AGREEMENT

This agreement is made at Jodhpur on the 1st day of _____ Two thousand Sixteen 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 Manpower Services (Nursing 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 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 Sixteen and shall be valid for one year.

IN WITNESS WHEREOF both the parties here to have caused their respective commonseals 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**'
Jodhpur'

For and on behalf of the '**AIIMS,**

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)

_____ (Name)

_____ on
behalf of the '**Agency**' in presence of

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

Witness _____

Witness _____

Name _____

Name _____

Address _____

Address _____

TERMS & CONDITIONS OF CONTRACT

(Annexure to Agreement)

A. Description of Job and Number of post (Nursing posts):

The indicative rates of remuneration have been worked out by the Institute and indicated against 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:-

S.No.	Description	Educational Qualifications	No. of Posts	Consolidated contractual amount per month Inclusive of all statutory obligation (in Rs.)
1	Staff Nurse Grade-II (Nursing Sisters)	(i) Matriculation or its equivalent from a recognized University/ Board. (ii) Certificate in General Nursing and Midwifery from a recognized Institution or equivalent qualification for male nurses. (iii) Should be registered "A" Grade Nurse and Midwife with a State Nursing Council or equivalent qualification for male nurses. Desirable:- Ability to use computers –hands on experience in office applications, spread sheets and presentations.	150	27000

Number of posts are tentative. Actual number of posts operative will be informed by the Institute. It may increase or decrease as per Institute requirement. **The Competent Authority of AIIMS, Jodhpur has power to relax/amend/change any of the above parameters i.e. posts/number of posts/eligibility qualification/scope of work etc.** 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. The Bidder shall have at least 3 years' experience of providing manpower 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 at least one work of similar magnitude as per below mentioned criteria during the last three years:
 - (i) One similar work of not less than Rs.4,00,00,000/- in one year,
Or,
 - (ii) Two similar works each amounting to not less than Rs. 3,00,00,000/- in one year;
Or,
 - (iii) Three similar works each amounting to not less than Rs. 2,00,00,000/- 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. 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. 5 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 attested by (Group "A" Gazetted Officers of the Government of India or Class – I Officers of the State Governments) *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.

Terms and Conditions:

A. Relating to Submission of Bids:

1. The interested agencies are required to submit the Technical and Financial Bids separately in the format enclosed. The bids in sealed Cover-I containing "**Technical Bid for Manpower Services (Nursing staff)**" and sealed Cover-II containing "**Financial Bid for Manpower Services (Nursing staff)**" should be placed in a third sealed cover Super-scribed "**Tender for Manpower Services (Nursing staff)**" should reach AIIMS, Jodhpur before 1500 hrs on or before last date of submission i.e **27th May 2016** The Technical bids shall be opened on the same day at **1600 hrs** at AIIMS, Jodhpur in presence of the bidders or their authorized representatives who choose to remain present.
2. The pre-bid meeting will be held on **16th May 2016 at 04:00 PM** at AIIMS, Jodhpur.
3. All the pages of the tender should be signed by the owner of the firm or his Authorized signatory. In case the tenders are signed by the Authorized signatory, a copy of the power of attorney/authorization may be enclosed along with tender. A copy of the terms & conditions with signature on each page must be submitted with the technical bid as token of acceptance of terms & conditions.
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 the Technical Bid application there are cuttings, if any, must be signed by the person authorized to sign the tender bids.
5. **The bidder shall pay Bid Security (EMD) of Rs. 10,00,000.00 (Rupees Ten Lakhs only) along with the Technical Bid by Demand Draft/ Bank Guarantee drawn on any Nationalized Bank / Scheduled Bank and payable at Jodhpur in favour of "All India Institute of Medical Sciences, Jodhpur". Bids received without Earnest Money deposit (EMD) shall stand rejected and thus shall not be considered for evaluation etc at any stage.**
6. The bid security (EMD) without interest shall be returned to the unsuccessful bidders after finalization of contract.
7. **As a guarantee towards due performance and compliance of the contract work, the successful bidder (Agency) have to deposit an amount of 10% of contract value towards Security Deposit by way of Bank Guarantee or Fixed Deposit Receipt in favour of "AIIMS, Jodhpur" drawn on any Nationalized Bank / Scheduled Bank and payable at Jodhpur. Bank Guarantee Bond of a scheduled bank in the prescribed format is also acceptable in this regard. Security deposit will remain valid for the period of sixty (60) days beyond date of completion of all contractual obligations of the agency including statutory obligations.**
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.
9. The bid shall be valid and open for acceptance of the competent authority for a period of 90 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. 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 normally to the Agency fulfilling all the conditions and who has quoted the lowest rate (inclusive for all categories) after complying with the all the Acts / provisions stated / referred to for adherence in the tender. In case two or more agencies are found to have quoted the same rates, the Director, AIIMS, Jodhpur shall decide about the Agency to which the offer shall be granted based on the report on the past performance of the firm, and length of experience etc. Such decision by the authority shall be final.

The Director, AIIMS, Jodhpur, have discretionary right to award on the same rate parallel contract to the next eligible agency, in case, the agency with lowest rate at any stage after award of contract fails to perform successfully / satisfactorily.
13. AIIMS, Jodhpur shall reimburse the Agency to the extent of the amount of variation arising out of the upward revisions in minimum wages as per Labour Commissioner of India above the rates mentioned in the contract and derived statutory obligations thereof provided the documentary evidence is produced by the Agency making such payments to that extent only.
14. AIIMS, Jodhpur reserves the right to accept or reject any or all bids without assigning any reasons. 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.
15. Canvassing in any form is strictly prohibited and the tenderers who are found canvassing are liable to have their tenders rejected out-rightly.

B. General :

16. The initial period of contract shall be for a period of 12 months or till regular appointment whichever is earlier. The contract may be further extendable upto one year, depending on performance of the Agency and at the discretion of Director, AIIMS, JODHPUR.
17. The number and arrangement of deployment of the manpower is without prejudice to the right of Administrative Officer, at AIIMS, Jodhpur to deploy the personnel in any other number or manner considered to be more suitable in the interest of the AIIMS, Jodhpur.
18. 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.
19. 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.
20. 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.
21. 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.
22. The full particulars of the personnel to be deployed by the Agency including their names, addresses and identity proof shall be furnished to the Administrative Officer, AIIMS, Jodhpur along with testimonials before they are actually deployed for the job.

23. The Agency shall not deploy or shall discontinue deploying the person(s), if so desired by the Administrative Officer, at any time without assigning any reason whatsoever.
24. A local representative of Agency shall be In-charge of the manpower system and shall be responsible for the efficient rendering of the service under the contract. The local representative will ensure proper conduct by the deployed personnel and prohibition of alcoholic / any form of tobacco consumption etc. The personnel shall work under directives and guidance of the Administrative Officer and will be answerable to the Administrative Officer. This will, however, not diminish in any way, the Agency's responsibility under the contract to the AIIMS, Jodhpur. The local representative will also maintain the muster roll, the wages / payment register and other documents as provided in the Contract Labour Act.
25. The Agency shall provide necessary undertaking and documentary evidence in this regard.
26. A senior level representative of the Agency shall visit AIIMS, Jodhpur 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 Officer, 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. 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 organization 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 Administrative Officer, 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 Officer, AIIMS, Jodhpur at Agency's own cost.
28. The Agency shall provide reasonably good uniform, name badges with Photo Identity Cards to its personnel deployed at AIIMS, Jodhpur at its own cost and ensure that these cards are to be constantly displayed, maintained in good condition and their loss should be reported immediately. Entry permit for the particular Bldg/Block, where the personnel is actually deployed, shall be issued by Administrative Office, AIIMS. Incidentals for the respective categories of manpower shall be borne / supplied by the Agency at its cost.
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, Jodhpur/ 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 and under direction of the Administrative Officer, AIIMS, Jodhpur. Proposals for efficient functioning shall be discussed, considered and implemented from time to time by the agency with approval of Administrative Officer, AIIMS, Jodhpur or other competent authority.
31. The service provider shall submit the bill to the Administrative Officer for reimbursement by 3rd of every month. The bill has to be accompanied by exact data on personnel deployed and other deployments which have to be certified by authorized security officer/representatives of AIIMS, Jodhpur on a daily basis. The monthly bill shall include supporting documents, satisfactory performance certificate along with documents verifying payment by the agency to its employees in the previous month. No other charges of any kind shall be payable. No advance payment shall be made to the Agency. There would be no increase in rates payable to the Agency during the Contract period except reimbursement of the statutory wages revised by the Government. The Income-tax as applicable shall be deducted from the bill unless exempted by the Income-tax Department.
32. The service provider shall disburse the wages to its staff deployed in the Institute every month through ECS or by cheque and shall furnish a consolidated statement of such deposit along with his claim of reimbursement. The service provider shall ensure that all staff

deployed has valid bank account and the same is to be communicated to the Administrative Officer.

33. 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. 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:-
- (a) The Payment of Wages Act 1936
 - (b) The Employees Provident Fund & MP Act, 1952
 - (c) The Contract Labour (Regulation) Act, 1970
 - (d) The Payment of Bonus Act, 1965
 - (e) The Payment of Gratuity Act, 1972
 - (f) The Employees State Insurance Act, 1948
 - (g) The Employment of Children Act, 1938
 - (h) The Motor Vehicle Act, 1988
 - (i) Minimum Wages Act, 1948
33. In case of any theft or pilferages, loss or other offences, the agency will investigate and submit a report to the Administrative Officer, AIIMS, Jodhpur and maintain liaison with the police. FIR will be lodged by the Administrative Officer, AIIMS, Jodhpur, wherever necessary. If need be, joint enquiry comprising of both the parties shall be conducted and responsibility fixed.
34. The agency shall ensure that staff appointed by them is fully loyal-to and assist the Administrative Officer, AIIMS, Jodhpur during normal periods as well as during other emergencies for the protection of personnel and property both moveable and immovable to the entire satisfaction of the AIIMS, Jodhpur.
35. In case of any loss that might be caused to AIIMS, Jodhpur due to lapse on the part of the personnel discharging their 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 or from the Performance Bank Guarantee submitted by the 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 agency, Director, AIIMS, Jodhpur shall within its right terminate the contract forthwith or take any other action without assigning any reason whatsoever. Such penalties / termination shall be binding on the agency.
36. 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.
37. As and when Administrative Officer, AIIMS, Jodhpur 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 will be given by the Administrative Officer, AIIMS, Jodhpur. Similarly, if the personnel deployed by the agency at any time found absent from duty or sleeping or found engaged in irregular activities, the Administrative Officer, 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.
38. The Agency shall arrange to maintain the daily shift-wise attendance record of the personnel deployed by it showing their arrival and departure time. The Director, AIIMS, Jodhpur has the right to depute a team for inspecting and verifying the documents and records maintained by the agency at any time.

39. In case of non-compliance/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.
40. 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, 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. Any complaint towards non-payment of wages, other liabilities and statutory obligations will lead to immediate termination of contract with penalty.
41. The Service Charges payable to the agency in providing the requisite manpower will be in claimed percentage of the total monthly wages payable to the manpower. In this regard, total monthly wages will be on the basis of actual deployment of manpower during the month.
42. The decision of the Director AIIMS, Jodhpur in regard to interpretation of the Terms & Conditions and the Agreement shall be final and binding on the Agency.
43. 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.
44. The service providing agency shall be solely responsible for the redressal of grievances/ resolution of disputes relating to persons deployed. The Institute shall, in no way, be responsible for settlement of such issues whatsoever.
45. In case of any dispute between the Agency and AIIMS, Jodhpur, the Director, AIIMS, Jodhpur shall have the right to decide. However all matters of jurisdiction shall be at the local courts located at Jodhpur.
46. 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. The provisions of Arbitration and Conciliation Act 1996 shall be applicable.
47. Any violation of instructions/agreement or suppression of facts will attract cancellation of agreement without any reference.
48. 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**