

**TENDER NOTICE
FOR
OUTSOURCING OF MANPOWER
FOR AIIMS, JODHPUR**

Dated: 07 June 2012

TENDER NOTICE

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 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" and Sealed Cover-II containing "Financial Bid" should be placed in a third sealed cover super scribed "**Tender for Manpower for AIIMS, JODHPUR**" and should reach at the office of "**The Administrative Officer, AIIMS, Near Cazri Gate, Basni Industrial Area Phase-II,, Jodhpur - 342005**, before 1500 hrs on or before **28th June, 2012**. The technical bids shall 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 purchased from AIIMS, Jodhpur on any working day between 1000 and 1700 hrs upto 25th June 2012 on non-refundable payment of Rs 1000.00 only or can be downloaded from website www.aiimsjodhpur.edu.in. Those who download the tender document from website should enclose an additional DD for Rs 1000.00 (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 1,00,000.00 (Rupees One Lakh only) should be paid by Demand Draft in favour of "**AIIMS, Jodhpur**" payable at Jodhpur. 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 websites / Administrative Officer, AIIMS, Jodhpur.

Administrative Officer
AIIMS, Jodhpur

Tender No: Admn/manpower/1/2012 dated 07 June 2012

TENDER DOCUMENT

AIIMS, JODHPUR invites TENDER FOR PROVIDING "MANPOWER TO AIIMS, JODHPUR" (Documents related to Eligibility Criteria) TECHNICAL BID

(In separate sealed Cover-I super scribed as "Technical Bid")

1. Name & Address of the Tenderer Organization/Agency with phone number, email etc. <u>and</u> name, address and telephone/mobile number of contact office at Jodhpur.						
2. Experience in the work of providing 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 three 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 and telephone numbers to whom services provided	From	To	Total Contract period (in Yr/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 establishment 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 Registration No: ESI Code: Gratuity Act Registration No:						
6. Are you governed by minimum wages rules of the Central Government.						

7. Please attach copy of last Return of Income Tax	
8. Please attach balance sheet of the company [duly certified by Chartered Accountant for last three (3) years]	
9. PAN No. (Please attach copy)	
10. VAT No. (Please attach copy)	
11. Trade Licence No. (Please attach copy)	
12. Service Tax Registration No. (Please attach copy)	
13. 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.	
14. Power of Attorney/authorization for signing the bid documents	
15. 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.	
16. Following details of the DD/Pay Order of Rs 1,00,000.00 towards bid security (EMD) and a DD for Rs 1000/- [in case tender document is downloaded from website]. DD/PO 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.

Encls:

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

Place:.....

Date:.....

(Signature of Tenderer with seal)

Name:

Address

Phone No (O):

Fax No. (O):

E-mail:

FINANCIAL BID

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

Description <i>Amount Per Unit</i>	Senior Accountant	Office Executive	Accountant	Stenographer	Caretaker	Cook	Mali	Bearer	Office Attendant	Sweeper
Basic Pay (Consolidated Contractual Amount/month: Minimum Wages (Basic Wages + Variable Dearness Allowance)	22000	22000	14000	14000	14000	Minimum wages (Basic wages + VDA) for semi-skilled labours as prescribed by the Govt of India	Minimum wages (Basic wages + VDA) for unskilled labours as prescribed by the Govt of India			
ESI	CONSOLIDATED CONTRACTUAL AMOUNT (inclusive of statutory obligations)					@ 4.75% of (Basic Wages + VDA)				
EPF						@ 12% of (Basic Wages + VDA)				
EDLI						@ 0.5% of (Basic Wages + VDA)				
Admn Charges						@ 1.11% of (Basic Wages + VDA)				
HRA						@ 20% of (Basic Wages + VDA)				
Leave / Weekly off						@ 4.33% days				
Bonus						8.33% of Rs. 3500/- (Lower Limit)				
Total										
Service Charge	In %									
	In Rs.									
Total										
Service Tax: 12.36% of total above.										
Total										

Break-up of the rate may also be provided along with the copy of the Central Govt Order on Minimum Wages to facilitate revision of rate whenever minimum wages are revised by the Central Govt. AIIMS, Jodhpur may ask to depute additional Manpower as and when needed

Declaration by the Bidder:

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

Note:

- (i) No other charges would be payable by Client.
- (ii) There would be no increase in rates during the Contract period except provision under the terms & conditions.

Place:.....

Date:.....

(Signature of Bidder with seal)

Name:

Seal:

Address :

Phone No (O): Fax No. (O): E-mail:

(To be made on Rs 100.00 Non Judicial Stamp Paper)
DRAFT AGREEMENT FORMAT

This agreement is made at Jodhpur on the _____ day of _____ Two thousand Twelve 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 Industrial Area Phase-II,, 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 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 equal to 10% of the Annual Contract Value (refundable without interest after two months of termination of contract) in the form of Pay Order / Demand Draft 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 for deployment at 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

THIS **AGREEMENT** will take effect from _____ day of _____ Two thousand twelve 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

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 _____

ANNEXURE
TERMS & CONDITIONS OF CONTRACT
(Annexure to Agreement)

A. Scope of Work:

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	Scope of work	Qty	Unit
1	<u>Senior Accountant</u>	Responsible for correct and up to date maintenance of accounts both of receipts and expenditure and their registers. Preparation of the Budget. Control over expenditure against sanctioned grant, reconciliation of accounts, of expenditure etc. Settlement of Audit Paras and objections. Internal auditing. Advice on matters relating to Finance/Accounts. Maintenance of GPF Accounts. Joint Custody of Cash along with the Cashier. Any other duties assigned by the superior officers.	01	Per month
2	<u>ACCOUNTANT</u>	Responsible for correct and upto date maintenance of accounts both of receipts and expenditure and their registers. Preparation of Budget. Checking of the various bills to be drawn and paid including cheques etc. Checking of Cash Books. Settlement of audit paras and objections. Internal auditing. Responsible for the proper functioning of the budget and accounts section-checking and guiding the staff under him. Submission of periodical returns etc. expeditious disposal. Any other duties assigned by the superior officers.	03	-do-
3	<u>Office Executive</u>	Maintenance of files in the prescribed manner-File Register-typing work-Despatch & Diary Work-Office records-placing of PUC's, docketing them etc. Scrutiny of cases & noting and Drafting of the files to facilitate the officer to take a decision. Up-to-date maintenance of various rules/orders/instructions/guard files.	08	-do-
4	<u>Stenographer</u>	Taking notes / dictations. Maintenance of files in the prescribed manner-File Register-typing work-Despatch & Diary Work-Office records-placing of PUC's, docketing them etc. Up-to-date maintenance of various rules/orders/instructions/guard files.	06	-do-
5	<u>Caretaker</u>	Will supervise that the Office Attendants, sweepers, cooks, bearers duly & responsibly undertake their services against the allotted areas. Will be on call during allotted time. Will ensure prompt engagement of skilled labours with all tools & tackles for routine maintenance of electrical / plumbing related and other requisite housekeeping jobs for the guesthouse / office premises and residences.	06	-do-
6	<u>Office Attendant</u>	Opening and Closing of the office. Will be on duty half an hour before the working hours of the office and leave half an hour after office hours. Will be on call during allotted time. Will attend to the dusting of the tables and walls and furniture in the area of the office allotted to him and see that the stationary items kept	12	-do-

		on the desk are always ready for officials. Will announce the arrival of the visitors to the officer concerned and help them to see the officer concerned in an orderly manner. Will distribution of office dak & files of general nature among the officers/sections. Will run errands on official business within and outside the office /hospital / college /welfare institutions etc. Will bring the tea and other refreshments to the officers concerned whenever required. Will expeditiously deliver the outgoing mail to the addressees and post office and bring the incoming mail from the other office. Photocopying, making sets of reports and other general office documents. Will supervise that the sweepers allotted to the area clean floor, walls, toilets etc. daily before the office hours. Will do such other duties as may be allowed to him by the responsible personnel/officers.		
7	<u>SWEEPER</u>	Will clean rooms, floors, windows, walls, toilets and other areas in the Office / Guesthouse, landscape and other ancillary pockets. Will keep the premises clean & non-hazardous. Will attend to such other duty allotted to him by the superior officers.	08	-do-
8	<u>COOK</u>	Will prepare for the guest house as well as for hosteliars all meals / breakfasts / food as required. Store the cooked food properly till distribution and serve to the guests at dining table. Will receive food / vegetable articles from store / storeroom. Will maintain cleanliness/ hygiene of the kitchen and utensils. Will observe personal hygiene while cooking. Will maintain the cooking / serving appliances in good condition. Precaution of prevent fire and injuries. Any other duty assigned by the superior officers.	08	-do-
9	<u>Bearer</u>	Will observe & attend to tidiness of beds, cleanliness of rooms, floors, windows, walls, furniture etc. in the guesthouse. Will observe & attend to cleanliness/ hygiene of the kitchen and utensils. Will assist the cook in his duties. Will bring beverages and other refreshments to the guests. Will be on call during allotted time. Any other duty assigned by the superior officers.	12	-do-
10	<u>Mali</u>	Will maintain garden and landscape area clean, pleasant and free from unnecessary soil / water amassing, stray dogs insects etc. Will be responsible for proper maintenance & upkeep of sprinkler or other equipments.	04	-do-

The Agency shall ensure that the engaged manpower, as per the description, not only performs within its requisite scope of work and 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 to any illegal action by the deployed personnel.

Their deployment will be in general shift or round the clock in 3 shifts at the AIIMS. The Agency will provide to all deployed personnel 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:

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.
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. 56,00,000/- in one year,
or,
 - (ii) Two similar works each amounting to not less than Rs. 35,00,000/- in one year;
or,
 - (iii) Three similar works each amounting to not less than Rs. 28,00,000/- in one year.
5. Proof of financial turnover with a minimum of Rs 1,00,00,000/- per year achieved, in last three years, duly attested by a Chartered Accountant.
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 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 Licence 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 be rejected:

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

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.

C. Information and Conditions relating to Submission of Bids

1. The initial period of contract shall be for 12 months may be extended by two years, one year at a time depending on performance of the Agency and at discretion of the Administrative Officer, AIIMS, Jodhpur or the authority competent for it.
2. The tender document containing eligibility criterion, scope of work, terms & conditions and draft agreement can be purchased from AIIMS, Jodhpur on any working day between 1000 hrs and 1700 hrs on payment of non refundable charges of Rs 1000/- only or can be downloaded from Website www.aiimsjodhpur.edu.in. Those who download the tender document from Website should enclose a DD for Rs 1000/- in favour of "**AIIMS, Jodhpur**", payable at Jodhpur, along with their bid in the Cover-I containing "Technical Bid".
3. 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**" and sealed Cover-II containing "**Financial Bid**" should be placed in a third sealed cover superscribed "**Tender for Manpower**" should reach AIIMS, Jodhpur before 1500 hrs on or before **28th June, 2012**. 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.
4. 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 shall be signed on each page and submitted with the technical bid as token of acceptance of terms & conditions.
5. 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, the cuttings, if any, in the Technical Bid application must be signed by the person authorized to sign the tender bids.
6. The bidder shall pay Bid Security (EMD) of Rs 1,00,000.00 (Rupees One Lakh only) along with the Technical Bid by Demand Draft in favour of "AIIMS, 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.
7. The bid security (EMD) without interest shall be returned to the unsuccessful bidders after finalization of contract.
8. 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 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.
9. 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.

10. 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.

11. 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.

12. 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.

13. 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 such authority shall be final.

The Director, AIIMS, Jodhpur, have discretionary right to award on the same rate parallel contract to any of the willing agency(ies) found to have quoted the same rates, in case, the agency with lowest rate at any stage after award of contract fails to perform successfully / satisfactorily.

14. The quoted rates shall not be less than the lump-sum payment / minimum wages of Govt of India (prescribed for skilled, unskilled, highly skilled categories) as mentioned against each manpower category and shall include all statutory obligations. The rate quoted should be consolidated and inclusive of Income Tax, Employer EPF contribution, ESI contribution etc, bonus, insurance, leave salary etc. as well as inclusive of the Agency's service charge for providing manpower.

15. 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.

16. 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.

17. Canvassing in any form is strictly prohibited and the renderers who are found canvassing are liable to have their tenders rejected out-rightly.

18. The period of the contract may be extended by two years, one year at a time after the successful / satisfactory completion of initial contract & based on the manpower requirement at that time or may be curtailed / terminated before the contract period owing to deficiency in service or substandard quality of the manpower deployed by the selected Company / Firm /Agency. This office, however, reserves right to terminate this initial contract without assigning any reason thereof at any time after giving one week notice to the selected service providing Company / Firm / Agency.

Terms and Conditions:

1. The services and provisions for the required manpower shall be as under:-

For AIIMS, Jodhpur

Shift	Time	Description	Academic	Professional / Experience
General	0900 hrs. - 1730 hrs.	Senior Accountant	M.Com./MBA (Finance)	Having at least five years' working experience with any reputed firm / agency. Age limit:- <i>Not more than 45 years of age.</i> Weightage be given to person retired from similar post from Central / State Govt / PSU not more than 65 years of age.
		Accountant	B.Com./ PG Degree/Diploma in Finance	Having at least two years' working experience with any reputed firm / agency. Proficiency in Microsoft Office & Internet and Commerce Package viz. Tally etc. Age limit:- <i>Not more than 45 years of age.</i> Weightage be given to person retired from similar post from Central / State Govt / PSU not more than 65 years of age.
		Office Executive	Graduate in any discipline. Preferably having a degree of MBA.	Proficiency in Microsoft Office & Internet. English Typing Speed of 30 words / minute / Hindi Typing Speed of 25 Words / minute. Having at least two year' desk / file work experience with reputed firm / agency. Age limit:- <i>Not more than 35 years of age.</i>
		Stenographer	Graduate / Senior Secondary in any discipline	Proficiency in Microsoft Office & Internet. English Typing Speed of 30 words / minute / Hindi Typing Speed of 25 Words / minute. English and / or Hindi Stenography speed of 100 words per minute. Preferably having at least one years' Stenography experience with reputed firm / agency. Age limit:- <i>Not more than 35 years of age.</i>
		Office Attendant	10 th Pass	Not more than 35 years of age.

		Mali	Minimum elementary knowledge of reading and writing for making necessary entries in the office documents. <i>Age limit:- Not more than 45 years of age.</i>
First	0600 hrs. – 1430 hrs.	Caretaker	12 th Pass. Working knowledge of Computer. <i>Age limit:- Not more than 35 years of age.</i>
		Cook	Minimum elementary knowledge of reading and writing for making necessary entries in the office documents. <i>Age limit:- Not more than 45 years of age.</i>
		Bearer	Minimum elementary knowledge of reading and writing for making necessary entries in the office documents. <i>Age limit:- Not more than 35 years of age.</i>
		Sweeper	Minimum elementary knowledge of reading and writing for making necessary entries in the office documents. <i>Age limit:- Not more than 35 years of age.</i>
Second	1400 hrs. – 2230 hrs.	Caretaker Cook Bearer Sweeper	
Third	2200 hrs. – 0630 hrs.	Caretaker Bearer Sweeper	

However, the above 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.

2. 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, character and conduct and medical health suitability verified.
3. The full particulars of the personnel to be deployed by the Agency including their names & addresses shall be furnished to the Administrative Officer, AIIMS, Jodhpur along with testimonials before they are actually deployed for the job.
4. 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.
5. 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.
6. The Agency shall provide necessary undertaking and documentary evidence in this regard.

7. 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.

8. 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.

9. The Agency shall provide reasonably good uniform 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.

10. 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.

11. 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.

12. 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

13. 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.

14. 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.

15. In case of any loss that might be caused to the 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.

16. 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.

17. 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 any time are 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.

18. 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 Agency shall submit to the Administrative Officer, AIIMS, Jodhpur an attested photocopy of the attendance record and enclose the same with the monthly bill.

19. The Administrative Officer, AIIMS, Jodhpur shall pay the agreed amount on production of monthly bill (in duplicate) for the amount due towards services rendered during the preceding one month by the 10th day of the month along with attendance sheet, satisfactory performance certificate duly verified by the Administrative Officer, AIIMS, Jodhpur and other requisites. 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.

20. In case of non compliance/non-performance of the services according 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.

21. 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, statutory obligations will lead to immediate termination of contract with penalty.

22. 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.

22. 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.

23. 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.

24. 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 Deputy Director (Admn.), AIIMS, Jodhpur. The provisions of Arbitration and Conciliation Act 1996 shall be applicable.

25. Any violation of instructions/agreement or suppression of facts will attract cancellation of agreement without any reference.

26. 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.*
