

Tender
For
Manpower Services
At
All India Institute of Medical Sciences,
Gorakhpur

NIT Issue Date	: 26th June, 2019
NIT No.	: Admn/Tender/03/2019-AIIMS.GKP
Pre-Bid Meeting	: 11th July, 2019 at 03:45 PM
Last Date of Submission	: 25th July, 2019 at 03:00 PM
Bid opening	: 26th July, 2019 at 03:15 P.M



All India Institute of Medical Sciences
Gorakhpur

Kunraghat, Gorakhpur – 273004, Uttar Pradesh
Tele: 0291- 2740741, Email: aoadmin@aiimsgorakhpur.edu.in
Website: www.aiimsjodhpur.edu.in/aiimsgorakhpur/

TENDER NOTICE FOR
SELECTION OF AGENCY FOR PROVIDING MANPOWER SERVICES
FOR JOB OUTSOURCING

ON BEHALF OF THE DIRECTOR, ALL INDIA INSTITUTE OF MEDICAL SCIENCES, Gorakhpur (AIIMS, GORAKHPUR), tenders in sealed cover are invited under **two-bid** system from reputed and experienced agencies for providing manpower services for job outsourcing.

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

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, Gorakhpur.**
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. 12,50,000/- (Rupees Twelve Lakhs and Fifty Thousand 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, Gorakhpur**” payable at Gorakhpur. 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, Gorakhpur 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)/ Or MSME 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, Gorakhpur till the finalization of the tender. No interest will be payable by AIIMS, Gorakhpur on the EMD.

6. **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, GST registration certificate and Tender Acceptance Letter.
- ii) Signed and scanned copy of documents like Earnest Money Deposit.

Financial Bid –

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

Deputy Director (Admin)
For and on behalf of Director, AIIMS, Gorakhpur

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, Gorakhpur.						
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 Profit & Loss a/c or Income & Expenditure a/c and balance sheet of the						

agency, duly certified by Chartered Accountant for last three (3) years.	
9. PAN No. (Please attach copy)	
10. GST 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/PBG of Rs.12,50,000/ 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:

TERMS & CONDITIONS OF CONTRACT

(Annexure to Agreement)

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

The indicative rates of remuneration for each category have been worked out by the Institute and indicated against each designation. The firms have to quote their administrative/service charges for deploying the required number of manpower. All statutory liabilities like EPF, ESI etc. on account of this manpower will be borne by the Bidder. The Agency shall provide Manpower at AIIMS Gorakhpur 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.	Name of Post	Scope of work	No. of posts	Maximum Consolidated contractual amount per month Inclusive of all statutory obligation (in Rs.)
1	Staff Nurse Grade-II	<p>Admission and discharge of the patients. To maintain the personal hygiene of the patients, including bathing, care of mouth, back, nails, hair etc. Care of pressures points as needed. Assist in feeding the weak and debilitated patients. Writing of diet sheet, Supervision and distribution of diets. Assist in physiotherapy, ambulation and rehabilitation. Counseling the patients, and relatives. Administration of Medicines and Injections to the patients. Assist in administration of intravenous injections, infusion and Transfusion. Carry out technical procedures, such as Naso-gastric intubation, Gastric Gavage and Lavage, Oxygen Therapy, Dressing and Irrigation, Enema, Catheterization hot and cold applications, suction etc. Preparation for and assistance in clinical tests and medical/surgical procedures.</p> <p>Observation, recording and reporting of all procedures and tests. Handing over and taking over charge of patients, and ward inventory in each shift. Maintenance of therapeutic environment in the ward. Keeping the ward clean and tidy. Routine care and cleaning of dressing trolleys, cupboards apparatus, mackintosh etc. Maintaining interpersonal relationship with patients, relatives and health team members. Report about the medico-legal cases if any admitted in the ward. To keep the senior nursing officials informed of the happenings / in the ward like fire, absconding patients, theft etc. Any other duty that may be assigned by sister grade-I from time to time etc.</p>	100	36500

2	Medical Social Worker	To assist Medical Officers and Students in the field of investigation and advise families in health centre, mobile domiciliary units regarding their medical and social problems follow up of cases discharged from Hospital and to assist department officers in research programmes and to maintain records.	1	36500
3	Librarian Grade I	Under general supervision, incumbent performs full-performance level professional library work cataloging materials, providing information and research services, establishing and updating catalogs and reference tools and assisting in the development of library collections. Duties will vary depending on the service areas to which assigned and the size of the library in which the incumbent is employed. Directs and/or oversees the work of technical and clerical assistants. Performs related work as required.	1	36500
4	Assistants (NS)	Maintenance of files in the prescribed manner-File Register-typing work-Dispatch & 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.	1	35500
5	Personal Assistants	This role shall function as an executive assistant to the Officer concerned. The role shall support the officer by handling correspondence, screening telephone calls and visitors, scheduling meetings, booking tickets, arranging accommodation, scheduling appointments and organizing the officer's diary. The role shall also take dictation in shorthand and uses a computer to transcribe dictated material.	1	35500
6	Librarian Grade III	Librarians keep current on resources and literature, and select publications for the library's collection. They require a knowledgeable command of numerous information sources to select appropriate material for a library. A librarian categorizes, prepares, and catalogs these materials.	1	35500
7	Technical Assistant/ Technician	Maintenance and up keep of all surgical equipment, instrumentation, endoscopes, theatre lights, operating tables and other specialized equipment for General and Specialized operation theatres.	1	35500
8	Store Keeper	The position is responsible for managing the inventory effectively and ensure that the records of items issued, received and balance in store are updated; managing stores; issuing materials against authorized requisitions only; assisting the store officers in the automation of the stores' inventory (receipts and issue); ensuring the safety, security and cleanliness of the store.	2	35500
9	Hostel Warden	To take care of day to day activity of Hostel.	2	35500
10	Lab Technician	This role is responsible for performing qualitative and quantitative tests and examinations using various analyzers and /or manual method; assess accuracy and	8	22000

		validity of the obtained test results. This role also identifies variations in results, analyses their probable causes and seeks solutions. This role also assists faculty in training laboratory personnel and students and resolves technical problems.		
11	Stenographer	Responsible for taking dictation and typing the requisite notes.	1	21000
12	Cashier	Collection, Handling, Filing and maintain of receipts and cash in a dependable & Secure manner.	2	21000
13	Upper Division Clerks	Prepares source data for entry; verifying and logging receipt of data; obtaining missing data. Compiling, verifying accuracy and sorting information to prepare source data for computer entry Reviewing data for deficiencies or errors, correcting any incompatibilities and checking output	4	21000
14	Library Attendant Grade-II	To work under the supervision of librarians to keep a library's operations running smoothly. Depending on the type of library in which the assistant works	1	21000
15	Lower Division Clerk	This role is responsible for assisting the Officers in the efficient and overall functioning of the department.	1	20000
16	Lab Attendant Grade-II	This role maintains and cleans the work space, equipment / accessories, glassware; disposes laboratory waste into colored bags for further disposal; performs work such as shifting of small equipment, accessories, samples, reagent bottles etc. as required; receive samples and assign laboratory identity marks; prepare vials if necessary.	8	21000
17	Hospital Attendant Grade-III (Nursing College)	Helps patients by supporting personal hygiene and daily living needs; providing comfort, transportation.	40	15800

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

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

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

1. The Bidder may be a proprietary firm, Partnership firm, Limited Company, Corporate body legally constituted, who possess the required licenses, registrations etc. as per law valid at least for 12 months from the date of the opening of tender.
2. 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.5,00,00,000/- in one year
Or,
 - (ii) Two similar works each amounting to not less than Rs. 3,75,00,000/- in one year
Or,
 - (iii) Three similar works each amounting to not less than Rs. 2,50,00,000/- 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. 6.25 Crore** during the last three consecutive years ending on 31st March 2018 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 Gorakhpur. If not, an office should be opened in Gorakhpur 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) Goods and Service Tax (GST) Registration:
 - (iv) Valid License issued by Regional Labour Commissioner, Govt of India or should give

an undertaking that the bidder would obtain it positively within 90 days of the award of the work. Work order will be issued only after getting valid labour licence.

If the bidder fails to obtain the valid license within the stipulated period, for whatsoever reason, this Agreement shall automatically stand terminated and AIIMS, Gorakhpur 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 *failing which* the bid shall be liable to get rejected:

Technical Bid :

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

Column No. 7 : Copy of Return of Income Tax for the last three financial Years. Column No.9-12: Copy of PAN, GST etc.

C. Information and Conditions relating to Submission of Bids

1. The initial period of contract shall be for 1 year which may be further extendable upto 3 years one year at a time, depending on performance of the Agency and at discretion of Director, AIIMS, Gorakhpur.
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. 12,50,000/ (Rupees Twelve Lakhs and Fifty Thousand only) along with the technical bid by Demand Draft or Bank Guarantee in favour of "All India Institute of Medical Sciences, Gorakhpur" drawn on any Nationalized Bank/Scheduled Bank and payable at Gorakhpur. 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 inclusive of GST towards Security Deposit by way of demand draft/ Bank Guarantee in favour of "All India Institute of Medical Sciences, Gorakhpur" drawn on any Nationalized Bank/Scheduled Bank and payable at Gorakhpur.
7. 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.
8. The bid shall be valid and open for acceptance of the Director, AIIMS, Gorakhpur 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.
9. The service provider shall submit the bill to the Administrative Officer for re-imburement 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 / Uttar Pradesh 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.

10. The Director, AIIMS, Gorakhpur reserves the right to accept or reject any or all bids without assigning any reasons. Director, AIIMS, Gorakhpur 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 Administrative Office, AIIMS, Gorakhpur 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 Administrative Office, at any time without assigning any reason whatsoever.
4. The persons deployed by the service providing Agency shall not claim nor shall be entitled to pay, perks and other facilities admissible to casual, ad hoc, regular/ confirmed employees of this institute during the currency or after expiry of the contract.
5. In case of termination of this contract on its expiry or otherwise, the persons deployed by the service providing Agency shall not be entitled to and will have no claim, for any absorption nor for any relaxation for absorption in the regular/ other capacity at the Institute.
6. The Service provider shall be responsible for compliance of all statutory provisions relating to Minimum wages, Provident Fund, and Employees State Insurance etc. in respect of the persons deployed by it in the Institute.

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

7. The tenderer will be bound by the details furnished by it to this Institute, while submitting the tender or at subsequent stage. In case, any of such documents furnished by it is found to be false at any stage, it would be deemed to be a breach of terms of contract making it liable for legal action besides termination of contract.
8. The Agency shall ensure fulfillment of qualifications (academic/professional), skills, experience, age limit and other engagement conditions as tabulated above. The Agency will get their antecedents, identity proof, character and conduct and medical health suitability verified.

9. The Agency will get their antecedents, character and conduct verified and to submit a copy of Police verification to AIIMS, Gorakhpur 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, Gorakhpur, they shall work under directives and guidance of Administrative Office, located at AIIMS, Gorakhpur site and will be answerable to Administrative Office. This will, however, not diminish in any way, the agency's responsibility under contract to the AIIMS, Gorakhpur.
11. A senior level representative of the Agency shall visit AIIMS, Gorakhpur premises at least once-a-week and review the service performance of its personnel. During the weekly visit, Agency's representative will also meet the Administrative Office, located at AIIMS, Gorakhpur, officer dealing with service under the contract for mutual feedback regarding the work performed by his personnel and removal of deficiencies, if any, observed in their working.
12. The Agency shall ensure that any replacement of the personnel, as required by Administrative Office, AIIMS, Gorakhpur for any reason specified or otherwise, shall be effected promptly without any additional cost to the AIIMS, Gorakhpur. If the agency wishes to replace any of the personnel, the same shall be done with prior concurrence of the Administrative Office, AIIMS, Gorakhpur 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, GORAKHPUR/MoH&FW/Govt. of India/any State or any Union Territory.
14. The day-to-day functioning of the services shall be carried out in consultation with and under direction of the Administrative Office, AIIMS, Gorakhpur. Proposals for efficient functioning of the systems shall be discussed, considered and implemented from time to time by the agency with approval of Administrative Office, AIIMS, Gorakhpur.
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, Gorakhpur 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, Gorakhpur 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, Gorakhpur and maintain liaison with the police. FIR will be lodged by Administrative Officer, AIIMS, Gorakhpur, 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 Administrative Office, AIIMS, Gorakhpur during normal periods as well as during strike and other emergencies for the protection of personnel and property both moveable and immoveable to the entire satisfaction of the AIIMS, Gorakhpur.
19. In case of any loss that might be caused to the AIIMS, Gorakhpur due to lapse on the part of the personnel discharging responsibilities will be borne by the Agency and in this connection, Administrative Officer, AIIMS, Gorakhpur shall have the right to deduct appropriate amount from the bill of contracting agency to make good such loss to AIIMS, Gorakhpur besides imposition of penalty. In case of frequent lapses on the part of the personnel deployed by the contractor, Administrative Officer, AIIMS, Gorakhpur 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 Administrative Officer, AIIMS, Gorakhpur 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 Administrative Officer, AIIMS, Gorakhpur. 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, Gorakhpur 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 Agency will be paid the agreed amount + taxes as applicable on production of monthly bill. No other charges of any kind shall be payable.
23. In case of non-complain/non-performance of the services according the terms of the contract, the Administrative Officer, AIIMS, Gorakhpur 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, Gorakhpur 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, Gorakhpur premises/facility.
25. The decision of AIIMS, Gorakhpur 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, Gorakhpur, AIIMS, Gorakhpur shall have the right to decide. However, all matters of jurisdiction shall be at the local courts located at Gorakhpur.

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, Gorakhpur.
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.

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

Agreement

This agreement is made at Gorakhpur on the day of Two thousand Nineteen between the Director, All India Institute of Medical Sciences, Gorakhpur, **acting through Administrative Officer, having its office at AIIMS, Kunraghat, Gorakhpur – 273008 Uttar Pradesh** (*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, Gorakhpur at Rajasthan 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, Gorakhpur. 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, Gorakhpur 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, Gorakhpur.
8. The personnel provided by the Agency will not claim to become the employees of AIIMS, Gorakhpur and there will be no Employee and Employer relationship between the personnel engaged by the Agency & AIIMS, Gorakhpur.
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 Gorakhpur.

14. THIS AGREEMENT will take effect from day of Two thousand Nineteen 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 GORAKHPUR in the presence of the witness

For and on behalf of the ‘Agency’

For and on behalf of the ‘AIIMS, Gorakhpur’

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, Gorakhpur’ in
presence of

Witness _____

Witness _____

Name _____

Name _____

Address _____

Address _____
