

Tender

for

Manpower Services (Non - Technical Staff)

at

All India Institute of Medical Sciences, Jodhpur

NIT Issue Date	: 25 th June 2020
NIT No.	: Admn/Tender/30/2020-AIIMS.JDH
Pre-Bid Meeting	: 07 th July 2020 at 03:30 PM
Last Date of Submission	: 30 th July 2020 at 03:00 PM
Bid Opening	: 31 st July 2020 at 03:00 PM



All India Institute of Medical Sciences Jodhpur

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

Email: aoadmin@aiimsjodhpur.edu.in

Website: www.aiimsjodhpur.edu.in/aiimsjodhpur

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

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

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

Instructions:

1. **Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>. No hardcopy of tender document is to be submitted at AIIMS, JODHPUR.**
2. The complete bidding process in online. Bidders should be possession of valid digital Signature Certificate (DSC) of class II or III for online submission of bids. Prior to bidding DSC need to be registered on the website mentioned above. For any assistance for e-bidding process, if required, bidder may contact to the helpdesk at 0291-2740741.
3. **Tenderer/Contractor/Bidders are advised to follow the instructions provided in the ‘Instructions to the Contractors/Tenderer/Bidders for the e-submission of the bids online through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app>’.**
4. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
5. **EMD Payment:**
The bidder shall be required to submit the Earnest Money Deposit (EMD) for an amount of **Rs. 18,00,000/- (Rupees Eighteen Lakh Only)** by way of demand drafts or Bank Guarantee or FDR only. The demand drafts or Bank Guarantee or FDR shall be drawn in favour of “**All India Institute of Medical Sciences, Jodhpur**” payable at JODHPUR. The EMD of the successful bidder shall be returned after the successful submission of Bank Guarantee/ Security Deposit and for unsuccessful bidder(s) it would be returned after award of the contract. **The demand drafts or Bank Guarantee for EMD must deliver to AIIMS, JODHPUR on or before last date/time of Bid Submission.**
 - a) Tenderer shall not be permitted to withdraw his offer or modify the terms and conditions thereof. In case the tenderer fail to observe and comply with stipulation made herein or back out after quoting the rates, the aforesaid amount of earnest money will be forfeited.
 - b) The Firm who are registered with National Small Industries Corporation (NSIC) / Or Small Scale Industries (SSI)/ 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, Jodhpur till the finalization of the tender. No interest will be payable by AIIMS, Jodhpur 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 should be sequentially numbered by the bidder irrespective of nature of content of the documents before uploading.

The offers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter.

Technical Bid

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

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

**Administrative Officer
AIIMS, Jodhpur**

TECHNICAL BID

1. Name & Address of the Tenderer Organization/Agency with phone number, email and name and telephone/mobile number of contact person.							
2. Experience in the work of providing Manpower Services (Non - Technical Staff). Particulars of experience (Attach certificates, testimonials). This shall cover the details of works of similar nature, approximate magnitude and duration carried out and/or on hand for last 3 years along with a certificate from the organization where the job was carried out (In following format).							
S.No.	Name of Organization with complete address & telephone nos. to whom services provided	From	To	Total contract period (in year/month)	Page No. of the Certificate	Total contract Amount (in Rs.)	Reason for Termination
3. Set-up of your agency, clearly indicating details of managerial, supervisory and other staff, also indicate the number of muster roll staff available for performing this service: (a) Is the agency registered with the Government; please give details with document/evidence. (b) Do you have Labour 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:							
6. Are you governed by minimum wages rules of the Govt. of India If yes, please give details.							

7. Please attach copy of last return of Income Tax	
8. Please attach Profit & Loss a/c or Income & Expenditure a/c and balance sheet of the agency, duly certified by Chartered Accountant for last three (3) years ending on 31/03/2019	
9. PAN No. (Please attach copy)	
10. GST Registration No. (Please attach copy)	
11. Acceptance of terms & conditions attached (Yes/No).	
12. Power of Attorney/authorization for signing the bid documents	
13. Please submit an undertaking that no case is pending with the police against the Proprietor/firm/partner or the Company (Agency). In addition to the undertaking, the firm shall produce certificate/verification from local police station. Indicate any convictions in the past against the Company/firm/partner.	
14. Details of the DD/PBG/FDR of Rs.18,00,000/ towards bid security (EMD). DD No. Date: Drawn on:	

Declaration by the Tenderer:

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

Enclosure:

1. DD/Pay Order No. _____
2. 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 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.	Name of Post	Scope of work	No. of posts	Maximum Consolidated contractual amount per month Inclusive of all statutory obligation (in Rs.)
1	Legal Assistant	Legal Assistant is a specialized clerical class responsible for reviewing, recording and filing a wide variety of legal documents pertaining to civil and criminal matters, as well as maintaining daily communication with law enforcement and officers of the court.	1	36500
2	Private Secretary (S)	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 use a computer to transcribe dictated material.	3	35500
3	Data Processing Assistants	Data processing, file handling, carrying out office orders, maintaining and upkeep of office files accurately and in a timely fashion.	2	21000
4	Junior Accounts Officer (Accountant)	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.	4	35500

5	Junior Administrative Officer	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.	33	35500
6	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.	9	35500
7	Personal Assistants (S)	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.	2	35500
8	Office Supdt.	This role is responsible for supervising the work of the Recruitment Cell, Faculty Cell, Research Section, Legal Cell, Establishment Section, ACR Cell, SC/ST/OBCs Cell, General Section, Estate Section, Engineering Department, Examination Section and Academic Section	1	35500
9	(Hostel Warden)Warden	To take care of day to day activity of Hostel.	1	35500
10	Junior Analystist	A junior analyst collaborates with the hospital support and gathering data and communicates requirements. Also a junior analyst analyzes the reports and data.	2	35500
11	Librarian Grade III	To maintain of day to day activity of Library.	2	35500
12	Junior Medical Record Officer (Receptionist)	Maintenance of files, Issue of validation slips to visitors for entry in buildings, General enquires etc.	10	22000
13	Upper Division Clerk	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	6	29000
14	Stenographer (S)	Stenographers must learn a type of shorthand, an abbreviated language form that is designed for rapid transcription, to take notes on a steno machine in order to catch each word that is spoken. Once the notes are entered into the machine by the stenographer, they are translated by computer software into English. The	44	21000

		stenographer responsible for recording the proceedings takes the rough transcript and proofreads it before creating a final transcript and committing it to official record. Stenographers must have a good grasp of legal and, for some jobs, medical terminology as well as complete proficiency in the English language to do their jobs		
15	Jr. Scale Steno	Responsible for taking dictation and typing the requisite notes.	1	21000
16	Medical Record Technicians (record clerk)	The position is responsible for entering and maintaining inventory effectively and ensure that the records of items issued, received and balance in store are updated; assisting the officers in the automation of the inventory (receipts and issue); ensuring the safety, security and cleanliness of the store/ department.	20	20000
17	Cook/Driver Grade II	Driver responsibilities include arranging regular cleaning and maintenance services for the vehicle, planning each route based on road and traffic conditions.	6	21000
18	Store Keeper -cum- clerk	The position is responsible for entering and maintaining inventory effectively and ensure that the records of items issued, received and balance in store are updated; entering store data; 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.	17	20000
19	(House Keepers) Junior Warden	To take care of day to day activity of Hostel.	15	20000
20	Lower Division Clerk	This role is responsible for assisting the Officers in the efficient and overall functioning of the department.	38	20000
21	Supporting Staff**	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.	113	17698

* Exclusive of Service Charges & GST.

** Minimum wages of Supporting Staff is mentioned in order of ministry of Labour and Employment dated 23/09/2019 payable w.e.f. 01st October, 2019, so minimum wages of workers employed in construction or maintenance in building operations for Area "B" Semi – Skilled/unskilled supervisory is taken for consideration.

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

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

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

1. The Bidder may be a proprietary firm, Partnership firm, Limited Company, Corporate body legally constituted, who possess the required licenses, registrations etc. as per law valid at least for 12 months from the date of the opening of tender.
2. Conditional bids shall not be considered and will be out-rightly rejected in very first instance.
3. The Bidder shall have atleast 3 years' experience during last 7 years ending on 31st March 2019 of providing Manpower Services (Other than Security Services) to Central Government department/ Central Autonomous Institutions/ Central Universities/ Central Public Sector undertakings and should have successfully completed similar work of magnitude as per below mentioned criteria:
 - (i) One similar work of not less than Rs. 7,20,00,000/- in one year
Or,
 - (ii) Two similar works each amounting to not less than Rs. 5,40,00,000/- in one year
Or,
 - (iii) Three similar works each amounting to not less than Rs. 3,60,00,000/- in one year

Note:

- i. Work referred above should be in the name of a firm as a single entity and not aggregates of joint venture firms/associates or cartels.
 - ii. Completed work shall mean work under one contract with extension/s.
 - iii. Concluded or should have been more than one year old live contracts with extension/s, if any. In case of running contract, value of payment received till date of issue of certificate shall be the qualifying amount.
5. The average annual turnover of services provided by the bidder should not be less than **Rs. Nine Crore** during the last three consecutive years ending on 31st March 2019 as per their audited books of accounts/Tax Returns with clear evidence that the turnover is derived from provision of services which form the subject matter of the present notice.
 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) Goods and Service Tax (GST) Registration:
 - (iv) Valid License issued by Regional Labour Commissioner, Govt of India or should give an undertaking that the bidder would obtain it positively within 90 days of the award of the work. Work order will be issued only after getting valid labour licence.

If the bidder fails to obtain the valid license within the stipulated period, for whatsoever reason, this Agreement shall automatically stand terminated and AIIMS, Jodhpur shall be at liberty to recover losses, if any, from the Security Deposit / 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, Jodhpur.
2. In case the tender is signed by the Authorized signatory, a copy of the power of attorney/authorization may be enclosed along with tender.
3. The bidder shall pay Bid Security (EMD) of Rs. 18,00,000/ (Rupees Eighteen Lakh only) along with the technical bid by Demand Draft, Bank Guarantee or FDR in favour of “All India Institute of Medical Sciences, JODHPUR” drawn on any Nationalized Bank/Scheduled Bank and payable at JODHPUR. Bids received without Earnest Money deposit (EMD) shall stand rejected and thus shall not be considered for evaluation etc. at any stage.
4. The bid security (EMD) without interest shall be returned to the unsuccessful bidders after finalization of contract.
5. 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, Jodhpur” drawn on any Nationalized Bank/Scheduled Bank and payable at JODHPUR.
6. 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.
7. The bid shall be valid and open for acceptance of the Director, AIIMS, JODHPUR for a period of 180 days from the date of opening of the tenders and no request for any variation in quoted rates and/withdrawal of tender on any ground by successful bidder shall be entertained.
8. 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 Minimum Wages Act and other Statues on the subject have been complied with.”
 - (b) Copies of the remittance such as EPF, ESI etc. must be enclosed.
 - (c) The company will ensure that all their personnel should possess bank account and their salaries are remitted to their account.
 - (d) Invoice duly verified by Administrative Officer
 - (e) Proof of payment of salary disbursed to employees.
 - (f) Attendance of employees deployed.
9. The Director, AIIMS, JODHPUR reserves the right to accept or reject any or all bids without assigning any reasons. Director, AIIMS, JODHPUR also reserves the right to reject

any bid which in his opinion is non-responsive or violating any of the conditions/specifications without any liability to any loss whatsoever it may cause to the bidder in the process.

E. Terms and Conditions: -

1. The full particulars of the personnel to be deployed by the agency including their names and addresses shall be furnished to Administrative Office, AIIMS, JODHPUR along with testimonials before they are actually deployed for the job.
2. The Company / Agency shall supply uniforms (all weather) of all the supporting staff with Name plates to the persons engaged by it. The Institute shall not allow any employee of the Company / Agency to work inside the Institute without uniform except in cases where-in specially asked for.
3. The agency shall not deploy or shall discontinue deploying the person(s), if so desired by the Administrative Office, at any time without assigning any reason whatsoever.
4. The persons deployed by the service providing Agency shall not claim nor shall be entitled to pay, perks and other facilities admissible to casual, ad hoc, regular/ confirmed employees of this institute during the currency or after expiry of the contract.
5. In case of termination of this contract on its expiry or otherwise, the persons deployed by the service providing Agency shall not be entitled to and will have no claim, for any absorption nor for any relaxation for absorption in the regular/ other capacity at the Institute.
6. The Service provider shall be responsible for compliance of all statutory provisions relating to Minimum wages, Provident Fund, and Employees State Insurance etc. in respect of the persons deployed by it in the Institute.

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

7. The tenderer will be bound by the details furnished by it to this Institute, while submitting the tender or at subsequent stage. In case, any of such documents furnished by it is found to be false at any stage, it would be deemed to be a breach of terms of contract making it liable for legal action besides termination of contract.
8. The Agency shall ensure fulfillment of qualifications (academic/professional), skills, experience, age limit and other engagement conditions as tabulated above. The Agency will get their antecedents, identity proof, character and conduct and medical health suitability verified.
9. The Agency will get their antecedents, character and conduct verified and to submit a copy of Police verification to AIIMS, JODHPUR before engaging new employee.
10. A local representative of Agency shall be In-charge of the system and shall be responsible for the efficient rendering of the service under the contract. While working at the premises of AIIMS, Jodhpur, they shall work under directives and guidance of Administrative Office, located at AIIMS, Jodhpur site and will be answerable to Administrative Office. This will, however, not diminish in any way, the agency’s responsibility under contract to the AIIMS, Jodhpur.

11. A senior level representative of the Agency shall visit AIIMS, Jodhpur premises at least once-a-week and review the service performance of its personnel. During the weekly visit, Agency's representative will also meet the Administrative Office, located at AIIMS, Jodhpur, officer dealing with service under the contract for mutual feedback regarding the work performed by his personnel and removal of deficiencies, if any, observed in their working.
12. The Agency shall ensure that any replacement of the personnel, as required by Administrative Office, AIIMS, Jodhpur for any reason specified or otherwise, shall be effected promptly without any additional cost to the AIIMS, JODHPUR. If the agency wishes to replace any of the personnel, the same shall be done with prior concurrence of the Administrative Office, AIIMS, Jodhpur at Agency's own cost.
13. The agency shall ensure that the personnel deployed by it are disciplined and do not participate in any activity prejudicial to the interest of the AIIMS, JODHPUR/MoH&FW/Govt. of India/any State or any Union Territory.
14. The day-to-day functioning of the services shall be carried out in consultation with and under direction of the Administrative Office, AIIMS, Jodhpur. Proposals for efficient functioning of the systems shall be discussed, considered and implemented from time to time by the agency with approval of Administrative Office, AIIMS, Jodhpur.
15. The agency shall be solely responsible for compliance to the provisions of various Labour and industrial laws, such as, wages, allowances, compensations, EPF, Bonus, Gratuity, ESI etc. relating to personnel deployed by it at AIIMS, Jodhpur site or for any accident caused to them and the institute shall not be liable to bear any expense in this regard.
16. The Agency shall make payment of wages to workers engaged by it by the stipulated date irrespective of any delay in settlement of its bill by the Administrative Officer, at AIIMS, Jodhpur for whatever reason. The Agency shall also be responsible for the insurance of its personnel. The agency shall specifically ensure compliance of various Laws/Acts, including but not limited to with the following and their re-enactments/amendments/modifications:-
 - i. The Payment of Wages Act 1936
 - ii. The Employees Provident Fund Act, 1952
 - iii. The Factory Act, 1948
 - iv. The Contract Labour (Regulation) Act, 1970
 - v. The Payment of Bonus Act, 1965.
 - vi. The Employees State Insurance Act, 1948
 - vii. The Employment of Children Act, 1938
 - viii. The Motor Vehicle Act, 1988
 - ix. Minimum Wages Act, 1948
17. In case of any theft or pilferages, loss or other offences, the agency will investigate and submit a report to Administrative Officer, AIIMS, Jodhpur and maintain liaison with the police. FIR will be lodged by Administrative Officer, AIIMS, Jodhpur, wherever necessary. If need be, joint enquiry comprising of both the parties shall be conducted and responsibility fixed.
18. The agency shall ensure that staff appointed by them is fully loyal-to and assist the Administrative Office, AIIMS, Jodhpur during normal periods as well as during strike and other emergencies for the protection of personnel and property both moveable and immoveable to the entire satisfaction of the AIIMS, Jodhpur.
19. In case of any loss that might be caused to the AIIMS, Jodhpur due to lapse on the part of the personnel discharging responsibilities will be borne by the Agency and in this connection, Administrative Officer, AIIMS, Jodhpur shall have the right to deduct appropriate amount

from the bill of contracting agency to make good such loss to AIIMS, Jodhpur besides imposition of penalty. In case of frequent lapses on the part of the personnel deployed by the contractor, Administrative Officer, AIIMS, Jodhpur shall be within its right to terminate the contract forthwith or take any other action without assigning any reason whatsoever.

20. In the event of any personnel being on leave/absent, the agency shall ensure suitable alternative arrangement to make up for such absence. To meet such eventualities the agency shall make provision for leave reserve.
21. As and when Administrative Officer, AIIMS, Jodhpur requires additional strength on temporary or emergent basis, the agency will depute such personnel under the same terms and conditions. For the same, a notice of two days will be given by the 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.
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, Jodhpur shall be at liberty to make suitable deductions from the bill without prejudice to its right under other provisions of the contract.
24. The agency shall be solely liable for all payment/dues of the Workers employed and deployed by it. The agency shall fully indemnify AIIMS, Jodhpur against all the payments, claims, and liabilities whatsoever incidental or directly arising out of or for compliance with or enforcement of the provisions of any of the labour or other laws to the extent they are applicable to establishment /work in AIIMS, Jodhpur premises/facility.
25. The decision of AIIMS, Jodhpur in regard to interpretation of the Terms & Conditions and the Agreement shall be final and binding on the Agency.
26. In case of any dispute between the Agency and AIIMS, Jodhpur, AIIMS, Jodhpur shall have the right to decide. However, all matters of jurisdiction shall be at the local courts located at Jodhpur.
27. In case of any dispute or differences arising under the terms of this Agreement the same shall be settled by reference to arbitration by a sole Arbitrator to be appointed by Director, AIIMS, Jodhpur.
28. The provisions of Arbitration and Conciliation Act 1996 shall be applicable. Any violation of instructions/agreement or suppression of facts will attract cancellation of agreement without any reference.
29. An agreement shall be signed with the successful bidder as per specimen enclosed.

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

**Administrative Officer
AIIMS, JODHPUR**

Agreement

This agreement is made at Jodhpur on the day of Two thousand Twenty between the Director, All India Institute of Medical Sciences, Jodhpur, **acting through Administrative Officer, AIIMS, Jodhpur, having its office at AIIMS, Jodhpur – 342001 Rajasthan** (*hereinafter* called 'Client' which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors, legal representatives and assigns) of the **First Part**.

Second Part

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

WHEREAS the 'Client' is desirous to engage the 'Agency' for providing Tender for Manpower (Non- Technical) 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. Performance Bank Guarantee amounting 10% of the contract value inclusive of GST in the form of Fixed Deposit Receipt or Bank Guarantee payable at Jodhpur valid for 60 days beyond completion of contractual obligation shall be furnished by the Agency at the time of signing of the Agreement.
7. The Agency shall be fully responsible for timely monthly payment of wages and any other dues to the personnel deployed at AIIMS, JODHPUR.
8. The personnel provided by the Agency will not claim to become the employees of AIIMS, JODHPUR and there will be no Employee and Employer relationship between the personnel engaged by the Agency & AIIMS, JODHPUR.
9. The Agency also agrees to comply with annexed Terms and Conditions and amendments thereto from time to time.
10. Decision of Client in regard to interpretation of the Terms and Conditions and the Agreement shall be final and binding on the Agency.
11. The Agency shall ensure full compliance with tax laws of India with regard to this Contract and shall be solely responsible for the same. The Agency shall keep Client fully indemnified against liability of tax, interest, penalty etc. of the Agency in respect thereof, which may arise.
12. In case of any dispute between the Agency and Client, Client shall have the right to decide.

However, all matters of jurisdiction shall be at the local courts located at JODHPUR.

13. THIS AGREEMENT will take effect from day of Two thousand Twenty and shall be valid for one year.

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

For and on behalf of the ‘Agency’

For and on behalf of the ‘AIIMS, Jodhpur’

Signature of the authorized Official

Signature of the authorized Official

Name of the Official

Name of the Official

Stamp / Seal of the ‘Agency’

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

By the said _____ (Name)
_____ on behalf of the ‘AIIMS, Jodhpur’ in
presence of

Witness _____

Witness _____

Name _____

Name _____

Address _____

Address _____
