



TENDER DOCUMENT
FOR THE PROCUREMENT OF MANPOWER SERVICES
THROUGH
Government e Marketplace (GeM)

ALL INDIA INSTITUTE OF MEDICAL SCIENCES
ANSARI NAGAR, NEW DELHI – 110029

PRE BID MEETING

**Pre-Bid meeting will be held on 28.03.2022 at 03:00 PM in Dean's Committee Room,
Academic Section, AIIMS, New Delhi – 110029.**

INDEX

S.No.	Particulars	Page Nos.
I.	Introduction	3
II	Categories of Posts	3-10
	1. Minimum Wages Category	3-7
	2. Fixed Remuneration Category	8-10
III.	Terms and Conditions	10-36
	A. Service Level Agreement for Manpower Hiring Services (i.e. Golden Parameters of GeM)	10-20
	B. Additional Terms and Conditions that neither available in the Golden Parameter of GeM nor available under the GeM additional Terms and Conditions.	21-26
IV.	Evaluation Criteria of Bids and Award Criteria	26
	Annexure.I Form of Bank Guarantee for Bid Security	28-29
	Annexure.II Tender Acceptance Form	30
	Annexure.III Check List	31-32

ALL INDIA INSTITUTE OF MEDICAL SCIENCES
ANSARI NAGAR, NEW DELHI – 110029
STORE SECTION (D.O.)

NOTICE INVITING TENDER THROUGH GeM Portal (Government e-market Place)

On behalf of the Director, AIIMS online bids are invited through GeM Portal from reputed, experienced firms for providing services to perform jobs assigned to various kind of services mentioned under different categories at AIIMS, New Delhi initially for the period of 3 years, further extendable for a period of 2 years on yearly basis.

Tender: Outsourcing of Services of the various categories of Manpower for the period of 3 years from the date of the contract, which may be extended/curtailed for 2 years on mutual consent basis at AIIMS, New Delhi

I. Introduction;

AIIMS is a premier multi-disciplinary super specialty health care institute of India. It was established in 1956 by an Act of Parliament. AIIMS has a trinity of mission which is medical education, research and patient care. It comprises of the main hospital and various other centres located in its premises & NCR region. This tender is being floated to obtain the cadre of Manpower described below, required for the smooth functioning of patient care services.

II. Categories of Posts:-

S.No.	Category (Those covered Under)	No. of Posts
1.	Minimum Wages	3661
2.	Fixed Remuneration	470

(1) Minimum wages Category

S. No.	Name of Post	No. of manpower required	Eligibility Criteria	Salary to be paid to the professional (in Rs.) *
1.	Programme Assistant	30	Educational Qualification: - <ul style="list-style-type: none"> Graduation from a recognized university Typing speed of more than 35 words per minute on Computer 	21970 (Highly Skilled)
2.	Accounts Assistant	138	Educational Qualification: - <ul style="list-style-type: none"> Regular B.Com or BBA with desirable working knowledge of Tally Software 1 year experience in Taxation 	21970 (Highly Skilled)
3.	Data Entry Operator	870	Educational Qualification: - <ul style="list-style-type: none"> 12th pass Well conversant with computer package namely, Windows i.e Word, Excel Course of DOEACC (Department of Electronics Accreditation for Computer Course (India)) or equivalent from any Govt./ Recognized private Institute. Good working knowledge of Computer and internet/e-mails. Skill Qualification:- <ul style="list-style-type: none"> Typing speed more than 35 words per minute on Computer 	20202 (Skilled)
4.	Driver	52	Educational Qualification:- <ul style="list-style-type: none"> 10th pass Valid Driving License for driving heavy vehicles Knowledge of Motor Mechanism Working experience:- <ul style="list-style-type: none"> 03 years 	20202 (Skilled)

S. No.	Name of Post	No. of manpower required	Eligibility Criteria	Salary to be paid to the professional (in Rs.) *
5.	Lab Attendant	136	Educational Qualification:- <ul style="list-style-type: none"> 12th Pass with Science Stream with 02 years experience of the lab as a lab attendant 	20202 (Skilled)
6.	Patient Care Coordinator (PCC)	140	Educational Qualification:- <ul style="list-style-type: none"> Full-Time Bachelors Degree in Life Sciences (preferred) or bachelors degree in any field Experience:- <ul style="list-style-type: none"> At least one year experience in a hospital after acquisition of the aforementioned qualification 	21970 (Highly Skilled)
7.	MTS	2157	Educational Qualification:- <ul style="list-style-type: none"> Candidates must have passed Matriculation. Experience:- <ul style="list-style-type: none"> Preference will be given to the experienced candidates. Selection of candidates:- <ul style="list-style-type: none"> Selection of MTS will be done based on personal interaction by the authorities of AIIMS and Service Provider Local candidates will be given preference for the post. 	18382 (Semi-Skilled)
8.	Ambulance paramedics/ EMT's	19	Educational Qualification:- <ul style="list-style-type: none"> EMT-Basic/EMT-Advanced Certification from Institutes approved by Health Sector Skill Council under the National Skill Development Programme of Govt. Of India OR <ul style="list-style-type: none"> Pre- Hospital Trauma Technician from Institutes approved by Directorate General of Health Services, Govt. of India. 	21970 (Highly Skilled)
9.	Telephone Operator	04	Educational Qualification <ul style="list-style-type: none"> Matriculation or equivalent examination conduct by a University or Board of any State Eligibility Criteria <ul style="list-style-type: none"> Good Hearing Clear and good voice Ability to converse fluently in the language normally used by the subscribers in the Telephone Exchange 	18382 (Semi-Skilled)
10.	Tailor	01	Educational Qualification:- <ul style="list-style-type: none"> 8th pass from a recognized school/board. Certificate from ITI or any other recognized institution in the trade of tailoring. Desirable Experience in stitching of various types of clothes.	20202 (Skilled)
11.	Dental Technician	02	Educational Qualification:- <ul style="list-style-type: none"> Matriculation or equivalent from arecognized University/Board. Diploma/Certificate from a recognized Institution in Dental Hygiene; or Dental Mechanic; or Maxillo-facial prosthesis and Orthodontic appliances. Registered as Dental Hygienist / Dental Mechanic with Dental Council. Desirable Qualification:- <ul style="list-style-type: none"> Experience in a Dental Department or a Hospital for one year. 	20202 (Skilled)
12.	Khalasi	01	Educational Qualification:- Physical fit for unskilled work. Desirable Qualification:- 8 th Standard Pass	16614
13.	Lift Operator	06	Educational Qualification:- <ul style="list-style-type: none"> Should have posses ITI diploma or equivalent qualification in the trade Professional Qualification:- <ul style="list-style-type: none"> Electrical workman permit/ worman's competency certificate electrical workman's license (certificate of competence Class-II) or any other equivalent certificate with practical experience of 5 years in handling E & M Plants i/e running, maintenance, knowledge of I.C engines electric wiring, motors, pumps generating sets 	20202 (Skilled)
14.	Telephone Technician	09	Educational Qualification:- <ul style="list-style-type: none"> 10th pass or equivalent from a recognized Board/School Two years practical experience in repair and maintenance of PABX/PBX Exchange, including telephone lines and instruments. 	20202 (Skilled)

S. No.	Name of Post	No. of manpower required	Eligibility Criteria	Salary to be paid to the professional (in Rs.) *
15.	Wireman	01	<p>Educational Qualification:- Should have passed ITI Diploma or equivalent qualification in the trade.</p> <p>Professional Knowledge:-</p> <ul style="list-style-type: none"> Electrical workman permit/workman's competency certificate electrical workman's/lineman license (Certificate of competency Class-II) or any other equivalent certificate with at least 5 years experience in the line. Trade Test. 	20202 (Skilled)
16.	Life Guard	02	<p>Educational Qualification:-</p> <ul style="list-style-type: none"> Matriculation or equivalent from recognised University/Board. <p>Experience: -</p> <ul style="list-style-type: none"> Swimming training certificate from recognised Institute. Life Guard/Lady lifeguard should have experience of at least 3 years as Swimming Life Guard in Institute of repute/Swimming Pool. <p>Age:-Between 18-45 years (releaxable with discretion of competent authority)</p> <p>Roles & Responsibilities:-</p> <ul style="list-style-type: none"> Life Guard should be able to teach swimming to users and secure life in case of an emergency 	20202 (Skilled)
17.	Physical Training Instructor	02	<p>Educational Qualification:-</p> <ul style="list-style-type: none"> Intermediate or its equivalent from a recognized University. Diploma in physical Training Instructor from a Govt. recognized teaching institution. <p>OR</p> <ul style="list-style-type: none"> Bachelor of Physical Education from a Govt. recognized University/institute. One year experience as Physical Training Instructor in any teaching institution 	21970 (Highly Skilled)
18.	Supervisors For MTS	20	<p>Educational Qualification:</p> <ul style="list-style-type: none"> 10 + 2 with Diploma in Sanitation Inspector from Govt. affiliated Institute Or Graduate in any discipline 	21970 (Highly-Skilled)
19.	Medical Record Technician	09	<p>Educational Qualification:</p> <ul style="list-style-type: none"> 12th Passed or equivalent from recognized Board. Certificate course in Medical Record Technology from a govt. recognized institute/University or authority. The training course should be of at least 6 months' duration. Work experience of at least one year in MS Word & Excel on computer. 	20202 (Skilled)
20.	Food Bearer cum Waiter cum Utility worker	44	<p>Educational Qualification:</p> <ul style="list-style-type: none"> Educational Qualification: 10th Passed/ Matriculate from any recognized board. Work experience of at-least one year as Bearer cum waiter/utility worker in a catering establishment, food outlet/ culinary service in hospital or hotel etc. Certificate of medical Examination from a Govt./Pvt. Hospital in compliance with FSSAI rule book 2011 [Food Safety and Standards (Licensing and Registration of Food Businesses), Regulations 2011; (Part III- Sec.4; 10.1.2; Page 94) Available from: https://foodlicensing.fssai.gov.in/PDF/FoodsafetyandStandardsregulation2011.pdf], which is not more than one month old at the time of deployment. The vendor should provide health status report of food bearer cum waiters as per the Annexure -VII Certificate of training of food handlers in food hygiene and food safety aspects along with personal hygiene requirements commensurate with their work activities, the nature of food, its handling, processing, preparation, packaging, storage, service and distribution from a certified agency (Govt./certified by National Skill Development Corporation) example: Institute of Hotel Management Catering & Nutrition, Pusa, New Delhi etc. 	18314 (Semi-Skilled)

S. No.	Name of Post	No. of manpower required	Eligibility Criteria	Salary to be paid to the professional (in Rs.) *
21.	Cook /Halwai:	12	<p><u>Educational Qualification:</u></p> <ul style="list-style-type: none"> Educational Qualifications; 10th Passed/Matriculate from any recognized board. Adequate experience of preparing Indian/ Western dishes. Work experience as Cook/ Halwai in a catering establishment/ hospital/ hotel. Certificate of medical Examination from a Govt./Pvt. Hospital in compliance with FSSAI rule book 2011 [Food Safety and Standards (Licensing and Registration of Food Businesses), Regulations 2011; (Part III- Sec.4; 10.1.2; Page 94) Available from: https://foodlicensing.fssai.gov.in/PDF/FoodsafetyandStandardsregulation2011.pdf], which is not one more than month old at the time of requirement. The vendor should provide health status report of Cook/Halwai as per the Annexure -VII Certificate of training of Cook/Halwai in food hygiene and food safety aspects along with personal hygiene requirements commensurate with their work activities, the nature of food, its handling, processing, preparation, packaging, storage, service and distribution from a certified agency (Govt./certified by National Skill Development Corporation) example: Institute of Hotel Management Catering & Nutrition, Pusa, New Delhi etc. 	18314 (Semi-Skilled)
22.	Manager Cum Accountant (for Cafeteria)	04	<p><u>Educational Qualification:</u></p> <ul style="list-style-type: none"> Educational Qualification: B.Com from any recognized institute. Work experience of at least 07 years in handling Accounts and manpower in Govt./Private establishment. 	21970 (Highly Skilled)
23.	Asstt. Manager Cum Store Keeper (for Cafeteria)	02	<p><u>Educational Qualification:</u></p> <ul style="list-style-type: none"> Educational Qualification: B.Com from any recognized institute. Work experience of at least 03 years in Book keeping/Store keeping/Accounting in Govt./Private establishment. 	21970 (Highly Skilled)

* Salary to be paid to the professional (in Rs.) as indicated in above table is as per the latest notification. However actual payment will be made as per the latest notification (as applicable) of Labor Department, Govt. of National Capital Territory, Delhi or central govt. whichever is higher.

Age Limit:-

Between 18-55 years for all the posts. (Subject to change at the discretion of Competent Authority)

(ii) Fixed Remuneration Category

S.No.	Name of Post	No. of manpower required	Eligibility Criteria	Consolidated Salary to be paid to the profession (in Rs.)
1.	Patient Care Manager (PCM)	159	Educational Qualification:- <ul style="list-style-type: none">Bachelors Degree in Life Sciences with Post Graduate Qualification in Hospital (or Healthcare)/ Management from a recognized university Experience:- <ul style="list-style-type: none">At least one year experience in a hospital after acquisition of the aforementioned qualifications.	30,000 (Consolidated)
2.	Programmer	10	Educational Qualification:- <ul style="list-style-type: none">BE/B.Tech (Comp. Sc./Comp. Engg.) or Post Graduation in Sci./ Maths or Post Graduation in Computer application	30000 (Consolidated)
3.	Jr. Hindi Translator	04	Educational Qualification:- <ul style="list-style-type: none">Master's degree from a recognized university in Hindi/English with English and Hindi as a main/elective subject at the degree level; and <ul style="list-style-type: none">Recognized diploma/ certificate course in translation from Hindi to English and vice versa or two years experience in translation.	30000 (Consolidated)
4.	Assistant Dietician	05	Educational Qualification:- <ul style="list-style-type: none">M.Sc. (Food & Nutrition) or equivalent course from a recognized University/Institution.2 Years experience in the line/preferably in a large teaching hospital.	30000 (Consolidated)
5.	Technician (Radiology)	69	Educational Qualification:- <ul style="list-style-type: none">B.Sc (Hons.) in Radiography or B.Sc. Radiography full time three years course from a recognized University/ Institution	25000 (Consolidated)
6.	Junior Physiotherapist	08	Educational Qualification:- <ul style="list-style-type: none">Inter (Science)Degree in Physiotherapy	25,000 (Consolidated)
7.	Pharmacists	35	Essential Qualification:- <ul style="list-style-type: none">Diploma in Pharmacy from a recognised Institution/BoardShould be a registered Pharmacist under the Pharmacy Act, 1948. Desirable <ul style="list-style-type: none">Degree in Pharmacy from a recognised Institution/University <p>Experience in dispensing and/or storage and dispensing of drugs in a reputed hospital or institution or a drug store or a pharmaceutical concern.</p>	30000 (Consolidated)
8.	Ophthalmic Technician	20	Essential Qualification:- <ul style="list-style-type: none">B.Sc. in Ophthalmic Techniques or equivalent from a recognized University/Institution	25000 (Consolidated)
9.	Research Assistant	06	Essential Qualification:- <ul style="list-style-type: none">M.Sc in Biological Science/ Life Science	30000 (Consolidated)

10.	OT Asstt. (OTA)	18	Educational Qualification:- <ul style="list-style-type: none"> Bachelor of Science from any recognised University/Board OR 10+2 with Science with five years' experience in the following areas:- <ol style="list-style-type: none"> O.T., ICU., CSSD, Manifold Room <ul style="list-style-type: none"> Preference will be given to candidates with Certificate/Diploma course in O.T. Techniques from recognized Hospitals/Institutions. Work experience shall be considered if the candidate has worked in the private or public sector/Hospital of at least 500 beds. 	25000 (Consolidated)
11.	Developers (Level – I)	06	Essential Qualification:- <ul style="list-style-type: none"> MCA/B.Tech/ M.Tech/ M.Sc (IT/Computer Sciences) Experience:- <ul style="list-style-type: none"> 0 -2 years. Preference of having any experience in development 	30000 (Consolidated)
12.	Developers (Level – II)	03	Essential Qualification:- <ul style="list-style-type: none"> MCA/ B.Tech/ B.E (Electronic & Communication)/ M. Tech/ M.Sc (IT/Computer Science) Age- upto 45 (relaxable with discretion of competent authority) Experience:- <ul style="list-style-type: none"> 3 years to those experience in Tryon, Python, Postgres, database 	40000 (Consolidated)
13.	System Admin.	02	Essential Qualification:- <ul style="list-style-type: none"> MCA/ B.tech / B.E (Electronics & Communication)/ M.Tech/ M.Sc (IT/Computer Science) <ul style="list-style-type: none"> 5 years of experience in Tryon, Python, Postgres, database 	50000 (Consolidated)
14.	Technical Assistant (ENT)	01	Essential Qualification:- <ul style="list-style-type: none"> B.Sc. Degree in Speech and Hearing or equivalent degree from a recognized Institution/University. Desirable Qualification:- <ul style="list-style-type: none"> M.Sc. in Speech & Hearing Clinical Experience in a hospital in the field 	25,000 (Consolidated)
15.	Medical Lab Technologist/ Phlebotomist	124	Educational Qualification:- <ul style="list-style-type: none"> Bachelors Degree in Medical Laboratory Technologists/Medical Laboratory Science from a Govt. recognised university/institution 	25000 (Consolidated)

Age Limit:-

Between 18-55 years for all the posts. (Subject to change at the discretion of Competent Authority)

Note 1:The bidder have to provide manpower for all the categories mentioned in TED. Quoting for partial category shall not be allowed. New Posts/ Categories may also be added or deleted even after award of contract, if needed.

III. Terms and Conditions:-

S.No.	Category of the Terms and Conditions
A.	Service Level Agreement for Manpower Hiring Services (i.e. Golden Parameters of GeM)
B.	Additional Terms and Conditions that neither available in the Golden Parameter of GeM nor available under the GeM additional Terms and Conditions.

A.) Service Level Agreement for Manpower Hiring Services

1) AGREEMENT OVERVIEW

This Agreement represents a Service Level Agreement (“SLA” or “Agreement”) between the Buyer and Manpower Hiring Service Provider. The purpose of this agreement is to facilitate implementation of Manpower Hiring Service at the Buyer’s premises or any other premises designated by Buyer. This Agreement outlines the scope of work, Buyer’s obligations, special terms and conditions related to service delivery and payment of services for mutual understanding of the stakeholders. The Agreement remains valid till completion of scope of services or end of contractual duration (whichever is earlier) unless either superseded by a revised agreement mutually endorsed by the stakeholders or terminated by either of the parties thereof.

The Services contracts placed through GeM shall be governed by following set of Terms and Conditions:

1. General terms and conditions for Services;
 2. Service Specific STC of the Services contracts shall include the service level agreement (SLA) for the service;
- BID/ Reverse Auction specific ATC.

The above terms and conditions are in reverse order of precedence i.e. ATC supersedes Service specific STC which supersedes GTC, whenever there are any conflicting provisions. The above set of terms and conditions along with scope of work and service level agreement as enumerated in the document shall be construed to be part of the Contract between Buyer and Service Provider.

2 OBJECTIVES AND GOALS

The objective of this agreement is to ensure that all the commitments and obligations are in place to ensure consistent delivery of services to Buyer by Service Provider. The goals of this agreement are to:

1. Provide clear reference to service ownership, accountability, roles and responsibilities of both parties
 2. Present a clear, concise and measurable description of services offered to the Buyer
- Establish terms and conditions for all the involved stakeholders, it also includes the actions to be taken in case of failure to comply with conditions specified
 1. To ensure that both the parties understand the consequences in case of termination of services due to any of the stated reasons

The agreement will act as a reference document that both the parties have understood the above-mentioned terms and conditions and have agreed to comply by the same. The agreement can also be revised/ modified on mutual consent of the stakeholders.

3 PARTIES TO THE AGREEMENT

The main stakeholders associated with this agreement are below-

1. **Buyer:** Buyer is responsible to provide clear instructions, approvals and timely payments for the services availed
2. **Service Provider:** Service provider is responsible to provide all the required services in timely manner. Service provider may also include seller, any authorized agents, assignees, successors and nominees as described in the agreement

The responsibilities and obligations of the stakeholders have been outlined in this document. The document also encompasses service level/ penalties in case of non-adherence to the defined terms and conditions. It is assumed that all stakeholders have read and understood the same before signing the document.

4 SCOPE OF SERVICES

The scope of service requires the Service Provider is to provide Manpower Hiring Services in the Buyer's premises or the Buyer's designated premises. The Service Provider would be required to provide sufficient and qualified manpower, capable of supporting the functioning of the project/ department in a manner desired by the Buyer. The services shall be rendered as per the agreement signed between the parties. The services maybe required for one or more locations.

Buyers of this service will have the option to choose the desired manpower on the basis of type of function, educational qualification, work experience, skill categories as per their requirement. Buyer will also provide additional details like duration of requirement, number of manpower required etc. Service Providers will quote price as per the given service parameters.

4.1 Service Details and Standards

1. Service Provider; while providing the services shall be compliant with all the applicable laws with respect to Buyer's organization, region or premises. List of central labour laws under Ministry of Labour and Employment is given as Annexure 1, Service Provider shall follow all the laws applicable for Buyer.
 2. Buyer will be required to select the manpower as per available type of manpower category, in case the category is not available; Buyer will select other category and provide manual inputs.
- It is the responsibility of the Service Provider to provide manpower as per Buyer's requirement. The person deployed should not be less than age of 18 years old.
 1. The persons deployed should be efficient while handling the assigned work and complete the assigned work in given timelines. The Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.
 2. The Service Provider should have a legal status, it can be a registered Proprietorship Firm/ Partnership Firm/ Company under Companies Act having legal entity with all statutory licenses/ registration for carrying out such activities like registration with labour department, PF Act, 1952, ESI Act, 1948, Income Tax Act etc.
 3. The Service Provider shall ensure that all the relevant licenses/ registrations/ permissions which may be required for providing the services are valid during the entire period of the contract; failing to which shall attract the appropriate penalties. The documents relevant in this regard shall be provided by the Service Provider to the Buyer on demand.
 - Working shifts (includes day and night shift) if any, and daily working hours shall be mutually agreed upon between Buyer and Service Provider and should be in compliance with all the labour laws. In case of continuous work (24 hours), Service Provider shall be responsible to change the shifts and manpower in compliance with the labour law, maximum working hours, minimum wages, overtime and/ or any other conditions mentioned in the contract.
 - In case of services hired on annual basis and 5 working days, the manpower will be entitled to 08 days of casual leaves per year on pro-rata basis and in case of 6 working days, the manpower will be entitled to 15 days casual leave per year on pro-rata basis. Beyond specified leaves as applicable, leave will be treated as leave without pay (LWP) for which necessary deduction will be made by the Buyer in the billed amount if no replacement is provided.
 1. Employers share of EPF, ESI, ELDI, Insurance and other relevant/ mandatory compliances shall be deposited to the respective authorities with proof of deposit of both employee and employer share by within first 7 working days of the succeeding month. Employee share of EPF and ESI contribution shall be recovered from the gross remuneration and balance amount is to be released to the persons employed.
 2. The Service Provider shall be required to keep the Buyer updated about the change of address, change of the Management etc. from time to time.
 3. The Service Provider shall be solely responsible for the redressal of grievances/ resolution of disputes relating to persons deployed. The Buyer shall, in no way be responsible for settlement of such issues whatsoever.

- After award of contract, if the Service Provider is found to be charging any amount from the manpower on its roll in any manner, the agreement shall be terminated immediately with forfeiture of Performance Security amount and also the Service Provider will be blacklisted. Any amount received from its manpower as registration or any fees by the Service Provider will be recovered from the pending bills and will be paid directly to the concerned manpower.
- Any violation of contractual obligations by the Service Provider/ manpower shall attract penalties, before imposing a penalty, the Buyer will provide 3 days prior notice to the Service Provider to make its representation. The Service Provider confirms and agrees that penalty whenever becomes payable, shall be deducted by the Buyer from the payments due to the Service Provider.
- In case the submission of monthly bills is delayed by the Service Provider beyond 15 days from the last day of the month in which the services have been provided, the entire liability towards payment of interest/penalty to the tax authorities shall be borne by the Service Provider.

4.2 Defined Timelines

1. If Buyer requires additional manpower during the contract period; Buyer shall inform about the same with specific requirements to the Service Provider 2 months prior to the employment start date.
 2. The manpower deployed shall be punctual and reach Buyer's premise/ designated premise on the time defined by Buyer, prior information shall be given to Buyer for any delay/ absence. In case, deployed person comes late/leaves early on three occasions, one-day wage shall be deducted.
- Service Provider shall adhere to the timeline given by Buyer for providing the required manpower on Buyer's premise/ designated premise.
 1. In case of non-availability of specifically demanded manpower; the Service Provider shall communicate the same to Buyer at least 1month prior to the employment start date.

4.3 Service Assumptions

1. The Service Provider shall not sublet any part of the Contract. He shall be solely responsible and liable to deliver the services as per the contract.
 2. The manpower provided by the Service Provider shall not be deemed employees of the Buyer department in any manner, hence the compliance of the applicable acts/ laws will be the sole responsibility of the Service Provider.
- The Service Provider must assess all the proposed candidates of desired requirement on the parameters of educational qualification, work experience, skill assessment, pre-interviewing, short-listing and proposing to Buyer all pre-screened candidates ("Services").
 1. The Service Provider would be required to provide sufficient and qualified manpower, capable of supporting the functioning of the project/department in a manner desired by the Buyer. Any mismatch in demand and supply of the manpower such as number of employees, educational qualification, sectorial/ desired work experience etc. may lead to penalties and/or replacement of the resource with the matching skill set or profile desired by the Buyer.
 2. The persons deployed by the Service Provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular/ confirmed employees during the currency or after expiry of the Agreement.
 3. No medical facilities or reimbursement or any sort of medical claims thereof in respect of employees provided by the Service Provider will be entertained by the Buyer.
 - The working hours and days of the outsourced manpower shall be as per the existing applicable rules of the Buyer. The deployed manpower shall get the benefit of holidays as notified/ declared by the Buyer. However, outsourced manpower has to work on holidays, if necessary and required based on demand of work.
 - The requirement of the manpower may increase or decrease during the period of initial contract also. In case of decrease in the requirement, the same will be informed to the Service Provider and

additional manpower shall be withdrawn at the given time. If the requirement is increased, the Service Provider shall provide additional manpower on the same terms and conditions in reasonable time.

1. The persons deployed shall, during the course of their work be shall perform integrity to the Buyer and shall not disclose/ share any qualified documents and information which they are not supposed to divulge to Service Provider/ third parties. In view of this, they shall be required to sign the confidentiality clause and breach of this condition shall make the Service Provider as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract and termination of contract.

2. The Buyer will in no way be responsible for the violation of any rules and/or infringement of any other laws from the time being in force, either by the manpower or by the Service Provider. The manpower as well as the Service Provider shall comply with the relevant rules and regulations applicable at present and as may be enforced from time to time, for which the Buyer will not be liable or responsible in any manner. The onus of compliance to all the applicable laws/acts/rules shall only rest with the Service Provider.

3. The Buyer shall have the right, within reason, to have any personnel removed who is considered to be undesirable with proper reasoning or otherwise and similarly the Service Provider reserves the right to remove any personnel with prior intimation to the Buyer in case of any emergencies.

- The Service Provider shall nominate a coordinator/ Single Point of Contact (SPOC) who shall be responsible for regular interaction with the Buyer Department so that optimal services of the persons deployed could be availed without any disruption.
- For all intents and purposes, the Service Provider shall be the “Employer” within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Service Provider shall not have any claim whatsoever like employer and employee relationship against the Buyer Department.
- No deployed manpower shall be allowed to stay in the Buyer’s premise/ designated premise unnecessarily after working hours without Buyer’s permission.

1. Any damages/ losses caused by deployed manpower shall be borne by the Service Provider. The Buyer Department shall not be responsible for any financial loss or any injury to any person deployed by the Service Provider in the course of their performing the functions/duties, or for payment towards any compensation.

- The Total Price includes Minimum Wage, ESI, EPF, EDLI, Insurance, Other non-mandatory variables defined by the Buyer in the bid document, Admin Charge and GST on the mentioned components. Service Provider will thus quote over and above the following components as a Service Charge and Special Allowance if any:

1. Minimum Wage+ ESI + EPF + EDLI + Insurance + Other non-mandatory variables defined by the Buyer in the bid document + Admin Charges+ GST (on the Minimum Wage, ESI, EPF, EDLI and Insurance component), which is provided by the Buyer Department and the rest (GST on the component provided by the Buyer) is added by the platform.

2. In case of any changes in the minimum wages as per the Applicable Laws during the Contract period, Buyer shall pay the Service Provider the difference in wage from the amount mentioned in the contract on pro rata basis.

- The cost of the Contract shall be valid for initial contract period. No price escalation, other than minimum wages revision, shall be entertained by the Buyer during the period.
- The Service Provider shall assure the payment to employees on the last working day of the month, payment of salary/ wages to the employees shall be made in their bank accounts only, no cash or kind payment shall be made. Any such incidents may lead to penalties on Service Provider
- The claims in bills regarding Employees State Insurance, Provident Fund etc. shall be necessarily accompanied with the documentary proof pertaining to the concerned month bill. A requisite portion of the bill/whole of the bill amount will be held up till such proof is furnished, at the discretion of the Buyer.

4.4 Limitations of Service Delivery (If Any)

1. The Service Provider will provide manpower services as per the service categories/ manpower selected by the Buyer.
2. The Buyer will have option to replace the proposed manpower in case of non-performance, non-delivery or in anyother exceptional case, however replacement of the manpower will be in same category with same degree of skills, educational qualification and number of years of experience, also prior approval for the same shall be obtained from Buyer.

5 SERVICE PROVIDER'S OBLIGATION

Service Provider's obligations will include the following-

1. The service provider shall be responsible for ensuring compliance with the provisions related to Labour Law (Central/State), Minimum Wages Act, PF, ESI Act, Payment of Bonus Act, Contract Labour(R&A) Act, Workmen Compensation Act etc. as applicable from time to time.
 2. The Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the Buyer Department or any other authority under Law.
- The Service Provider shall provide the documentary proof for the qualifications and experience of the manpower deployed by them. The bio-data/ resume, qualification and experience of the said manpower should be certified by the Service Provider. In case any of such document is found to be false at any stage, it would be deemed to be a breach of terms of contract making the Service Provider liable for legal action.
 1. The Service Provider shall be responsible for police verification, character and antecedents' verification of the manpower. The same may be verified by the Buyer at the time of joining of the manpower, if he/she so desires.
 2. The Service Provider shall furnish the following documents in respect of the manpower deployed by them to Buyer's premise/ designated premise in the given time limit:
 3. List of persons deployed (monthly)
 4. Bio data/ resume with antecedents details (at the time of deployment)
 5. Copy of Aadhaar Card of the candidates (at the time of deployment)
 6. Identity Cards issued by Service Provider bearing photograph (within 8 days of joining)
 7. Identity proof and residential proof (at the time of deployment)
 8. Copy of police verification certificate (at the time of deployment)
 9. Copy of birth certificate, if required (at the time of deployment – for domicile purpose)
 10. All selected manpower shall wear Identity Card provided by the Service Provider every day during working hours.
 - The Service Provider shall issue the letter of deployment to every deployed manpower and a copy of same shall be submitted to Buyer.
 - In an event of deployed manpower availing leave, and if required by Buyer, suitable substitute(s) shall be provided by Service Provider as per mutual understanding with Buyer.
 1. Consequent to poor performance of deployed manpower, Service Provider shall immediately replace the deployed manpower thereby maintaining service levels and continuity.
 2. The Service Provider shall be responsible for timely payment of take-home remuneration to the manpower and deposit of EPF and ESI (both employee and employer share), failing which a penalty will be deducted.
 3. The Service Provider shall also deposit EPF and ESI of both employer and employee share within 15th day of the month of payment for the support staff engaged from their account and prefer the bill to the Buyer for reimbursement of employer share only.
 - The Service Provider shall furnish statement of amount paid for the month to the manpower deployed along with cheque number and date and Bank account from which the payment has been made.

Service Provider shall furnish copy of bank statement in support of amount paid as and when required by Buyer.

- The Service Provider shall submit before the Buyer Department, one copy of the return within 7 days from the date of filing of monthly/ quarterly/ half yearly/ annual return if any before the EPF and ESI authorities.
- All applicable taxes and duties except GST, shall be payable by the Service Provider and the Buyer shall not entertain any claims whatsoever with respect to the same.

1. The Service Provider shall ensure regular payment to the deployed manpower to their entitlements like monthly salaries/ wages etc. and submit the documentary proof of the salary paid as per the terms and conditions of the contract. Bill for the subsequent month will be paid only after submission of certificate of disbursement of wages of previous month.

- The Breakup of the salary/ payment components shall be provided to the Buyer. The Buyer will provide Minimum Wage as per the Notification applicable in their area for the category of Resource they want to procure.

6 BUYER'S OBLIGATIONS

Buyer's obligations will include the following-

1. The attendance of the manpower shall be entered in the register provided by the Service Provider and/or in the Aadhaar based Biometric attendance system at the Buyer's premises.

2. The Buyer shall provide work space (seating area, work desk, furniture etc.) for the manpower hired through Service Provider, Buyer shall also arrange necessary gate/ entry pass to Buyer's premise/ designated premise for the manpower.

- Buyer shall directly or in consultation with the Service Provider provide the necessary training to the manpower for Buyer specific tools, applications and machinery etc., if required.

1. Buyer shall provide, free of charge unimpeded access to all the infrastructure which is required to perform the Services. It may include use of stationery, printer, electricity, internet, Buyer specific servers, data drives, tools and softwares etc. However, use of such infrastructure shall be limited for official purpose only.

2. The Buyer shall make necessary arrangements for use of basic facilities like water pots/ machines, cafeteria, washrooms etc. for manpower working at Buyer's premise/ designated premise.

3. TA/ DA shall be payable directly by the Buyer on production of travel documents in original and approval of appropriate authority of the Buyer for undertaking such travel for the project/assignment.

7 SERVICE TRACKING

Tracking of services ensures quality of service delivery in time bound manner, effective service tracking helps in analysing Service Provider's performance as well as Buyer's timely inputs for services and leads to immediate actions against the defaulters if any. Service tracking shall be mandatory for the both Buyer and Service Provider, non-tracking of the same may lead to a fine/ penalty on either party.

7.1 Attendance Sheet

1. The Buyer shall be responsible to maintain the attendance in attendance sheet/ register or Aadhaar based biometric attendance machine (whichever is applicable) at Buyer's premise/ designated premise. Buyer shall share a copy of the same with Service Provider at the end of every month.

7.2 Logbook

1. The service provider shall update the logbook on the GeM portal as per the logbook process flow.

- Once the service provider updates the logbook online, the Buyer shall either accept or reject these entries within the prescribed time lime. The buyer will also record the any service non delivery or non-performance issues, and subsequent penalties Failure to take action on logbook entries updated by service provider shall be deemed as accepted.
 1. The Service Provider can raise an issue against the rejection of any entry by the buyer within prescribe timelines of such rejection with the designated representative of the Buyer.

7.3 Service Performance and Feedback

1. Feedback from the Human Resources Committee/ SPOC of the Buyer shall be maintained (weekly/ monthly, bi-annually) by the Service Provider. The same can be used to track the service standards. Feedback should be taken without any bias of either party. Buyer can also ask for submission of service feedback notes/ documents at the time of payment towards services delivered.
2. The SinglePoint of Contact (SPOC) for the issues arising out of this agreement will be the Service Provider or a designated representative who shall be any employee of the Service Provider in administrative and managerial capacity and in a position of authority to resolve issues. Nonetheless, the Service Provider shall be solely responsible for maintaining the quality and level of service provided.

Such service tracking initiatives not only ensures the quality and punctuality of service delivery also reduces the chances of flaws in delivery mechanism. If any variation in attendance sheet, logbook, service feedback is found during the tracking; immediate action can be taken against the party.

8 PENALTIES AND FINE

Penalties and fine can be imposed on either party in case they have caused loss to other party, loss can be financial as well as reputational. These losses may occur due to breach of contract/ agreement, faulty services, non/ delayed payment to the Service Provider for the services availed. Amount of penalties/ fine shall be settled/ recovered during next payments/ final settlements of the Service Provider.

Penalties and fine are detailed below-

S. No.	Description	Penalty/ Fine		
		1 st Instance	2 nd Instance	3 rd Instance
1	Non-deployment of total manpower mentioned in the contract as per the date of joining	Up to 15 Days, @1 % per day of the total value and Beyond 15 days cancellation of the contract with cancellation charges @ 10% of the order value.	Up to 15 Days, @2 % per day of the total value and Beyond 15 days cancellation of the contract with cancellation charges @ 10% of the order value.	Cancellation of the contract with cancellation charges @ 10% of the order value
2	If employee is found disclosing any confidential information/ document to the Service Provider/ any third parties	Cancellation of the contract with cancellation charges @ 10% of the order value along with recovery of losses caused (if any) and legal action against the Service Provider depending on the gravity of the act	-	-
3	If the employee is found responsible for any theft, loss of material/ articles and damages	Immediate payment in actuals, equivalent to the value of the article theft/ lost/ damaged. Replacement of employee within 2 days	Immediate payment in actuals, equivalent to the value of the article theft/ lost/ damaged. Replacement of employee within 2 days/ cancellation of contract as decided by the buyer depending on the gravity of the act.	Cancellation of the contract with cancellation charges @ 10% of the order value
4	If the employee is found responsible for disobedience/ misconduct	Warning/ counselling of employee as decided by the Buyer depending on the gravity of the act	Warning/ counselling/ Immediate replacement of employee within 2 days as decided by the Buyer and Warning to Service Provider depending on the gravity of the act	Cancellation of the contract with cancellation charges @ 10% of the order value
5	If the employee is absent or takes leave for more than 2 days without informing or taking prior approval.	Substitute within 2 days failing which, @ 1 % per day of the total value (excluding service tax etc.) of the absent resources up to 15 days. Beyond 15 days, cancellation of the contract with cancellation charges @ 10% of the order value	Substitute within 2 days failing which, @ 3 % per day of the total value (excluding service tax etc.) of the absent resources up to 15 days. Beyond 15 days, cancellation of the contract with cancellation charges @ 10% of the order value	Cancellation of the contract with cancellation charges @ 10% of the order value
6	If the employee is found responsible for adopting illegal and foul methods or exercising any corrupt practice in collusion with any third party or officials at the workplace	Immediate replacement within 2 days/ cancellation of the contract with cancellation charges @ 10%, as decided by the buyer depending on the gravity of the act.	Cancellation of the contract with cancellation charges @ 10% of the order value	-
7	Delay in payments of take-home remuneration by the Service Provider and deposit of EPF and ESI (both employee and employer share)	Rs. 100 per day per worker for each default, warning to Service Provider to deposit the said amount within 7 working days	Rs. 200 per day per worker for each default, hold on all type of payments to Service Provider till the said amount is deposited to respective stakeholders and proof of same is submitted to Buyer	Cancellation of the contract with cancellation charges @ 10% of the order value

9 PAYMENT TERMS

This section provides details about the terms and conditions of payment towards the services, it may also include deduction of payment in case of faulty service.

Some notable points under payment terms are-

9.1 Payment Condition

1. The cost of services quoted by the Service Provider shall cover all aspects of service delivery and include all the components of salary/ wages (minimum wage, insurance, PF, ESI etc.) and taxes, as applicable.
 2. The payment shall be made as per the financial quotes submitted by the Service Provider and accepted by the Buyer.
- No advance payment shall be made to the Service Provider.

9.2 Payment Cycle

1. Payment shall be made once the services are delivered, and the Service Provider submits the invoice for the same.
2. The Buyer shall make the payment within prescribed timelines as per the payment process flow upon submission of invoice, logbook and service feedback.

9.3 Payment Process

1. Payment shall be made only after submission of invoices, attendance sheet, logbook, service feedback, non-submission of the same may lead to delay/ deduction in payment.
 2. All the penalties/ fine/ interest (if applicable) shall be settled before making the payments. Service Provider shall not have any objection on the same.
- Payment shall be made through bank transfer only, in no circumstance cash/ cheque payment shall be made.

10 AMENDMENT OF CONTRACT

During service delivery period some conditions may occur when the Buyer and/ or Service Provider may require to amend the Agreement, some of such conditions may be as followed-

1. *Amendment of the Contract after event of Force Majeure:* In case of occurrence of any exceptional event/ circumstance which has affected either party directly to perform the agreed services, the agreement can be amended. However, cause, evidence and nature of such effect shall be notified to the other party.
 2. *Amendment in statutory variations:* All statutory variations leading to increase in the cost of the contract will be debited to the buyer accounts.
- *Amendment of the Contract as per both parties' consent:* Amendment of the Contract shall be done as per mutual consent of both parties; no party shall be made liable to pay/ get any compensation for agreement amendment. However, the variation put together shall not reduce or exceed 25% of contract value.

11 TERMINATION OF CONTRACT

The Agreement shall be come to an end either on completion of the Contract Period or shall be terminated for the following reasons:

1. *Mutual consent:* The contract may be terminated based on mutual consent in case the services are no longer required. Termination based on mutual consent will not attract any penalties or shall not be liable for any extra payments other than payment of invoices raised till the time of termination including notice period.

2. *Breach of contractual obligations:* Any incidents considered as the breach of contract will result in immediate termination of services. The Buyer shall have the right to terminate the Contract effective immediately by giving written notice to the Service Provider if, the Service Provider breaches a material provision of this Contract where that breach is not capable of remedy; or if the Service Provider breaches any provision of this Contract and fails to remedy the breach within 14 days after receiving notice requiring it to do so.
- *Breach of SLAs:* The contract may also be terminated if i)the cumulative penalties rise to 10% of the contract value or,ii) repeated breach of any SLA beyond 3 instances as per buyer discretion.

However, termination of this Contract shall not affect any accrued rights or remedies of either party.

ANNEXURE – 1

List of central labour laws under Ministry of Labour and Employment [1]-

1. The Minimum Wages Act, 1948
2. The Payment of Wages Act, 1936
3. The Payment of Bonus Act, 1965
4. The Equal Remuneration Act, 1976
5. The Trade Unions Act, 1926
6. The Industrial Employment (Standing Orders) Act, 1946.
7. The Industrial Disputes Act, 1947
8. The Weekly Holidays Act, 1942
9. The Factories Act, 1948
10. The Plantation Labour Act, 1951
11. The Mines Act, 1952
12. The Building and Other Constructions Workers' (Regulation of Employment and Conditions of Service) Act, 1996
13. The Motor Transport Workers Act, 1961
14. The Beedi and Cigar Workers (Conditions of Employment) Act, 1966
15. The Contract Labour (Regulation and Abolition) Act, 1970.
16. The Bonded Labour System (Abolition) Act, 1976
17. The Sales Promotion Employees (Conditions of Service) Act, 1976
18. The Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979
19. The Cine Workers and Cinema Theatre Workers (Regulation of Employment) Act, 1981
20. The Dock Workers (Safety, Health and Welfare) Act, 1986
21. The Child Labour (Prohibition and Regulation) Act, 1986
22. The Working Journalists and Other Newspapers Employees (Conditions of Service) and Miscellaneous Provisions Act, 1955
23. The Working Journalists (Fixation of rates of Wages) Act, 1958
24. The Employees' Compensation Act, 1923
25. The Employees' Provident Funds and Miscellaneous Provisions Act, 1952
26. The Employees' State Insurance Act, 1948
27. The Maternity Benefit Act, 1961
28. The Payment of Gratuity Act, 1972
29. The Unorganized Workers' Social Security Act, 2008
30. The Building and Other Construction Workers Cess Act, 1996
31. The Mica Mines Labour Welfare Fund Act, 1946
32. The Cine Workers Welfare (Cess) Act, 1981
33. The Cine Workers Welfare Fund Act, 1981
34. The Limestone and Dolomite Mines Labour Welfare Fund Act, 1972
35. The Iron Ore Mines, Manganese Ore Mines and Chrome Ore Mines Labour Welfare (Cess) Act, 1976

36. The Iron Ore Mines, Manganese Ore Mines and Chrome Ore Mines Labour Welfare Fund Act, 1976
37. The Beedi Workers Welfare Cess Act, 1976
38. The Beedi Workers Welfare Fund Act, 1976
39. The Labour Laws (Exemption from Furnishing Returns and Maintaining Registers by Certain Establishments) Act, 1988
40. The Employment Exchange (Compulsory Notification of Vacancies) Act, 1959

[1]https://labour.gov.in/sites/default/files/Central%20Labour%20Acts_0.pdf

B. Additional Terms and Conditions that neither available in the Golden Parameter of GeM nor available under the GeM additional Terms and Conditions:-

1. The Service Provider Company / Firm/ Agency should have completed at least one service contract of providing service/manpower of value not less than Rs. 36.00 Crore per annum in the last three years i.e. F.Y. 2018-19, 2019-20 & 2020-21. Contract of not less than Rs.36.00 Crore per annum in any of the last 3 years. or should have completed at least two service contracts of value not less than Rs. 18.00 Crore per annum each related to providing human resources in the past three financial years.
2. The bidder should have been deploying at least 50% of the total required manpower in one or more organizations at the time of putting the bid. The Firm will submit documentary evidence of making EPF/ESI deposits for such Services.
3. The Service Provider Company / Firm / Agency should submit certificates of good performance (regarding service/manpower provided) which must specifically mention that the vendor has made timely payment of salary and timely deposition of statutory contribution i.e.; ESI, EPF etc., from any two institutions where the firm had provided service/manpower in last five years. The firm shall furnish an affidavit on non-judicial stamp paper of Rs.100/- (Rupees Hundred only) duly notarized affirming that in last 3 year, firm was not found to be deficient in providing satisfactory service, delay in payment to staff or defaulter in depositing statutory dues by any of the organization where the firm provided services.
4. Conditional bids shall not be considered and will be out rightly rejected at the very first instance.
5. The competent authority i.e. Director, AIIMS, New Delhi reserves the right to annul any or all bids without assigning any reason.
6. **Further explanation with regard to Clause no. 4, Scope of Services of Service Level Agreement for Manpower Hiring Services on GeM Portal**, In case the firm is not registered with the Labour Department at the time of submission of bid, the Firm will give an undertaking that in case the Firm is awarded work, AIIMS will provide the firm necessary Form duly signed by Competent Authority within 15 days. Firm should submit this and get registered with the Labour Department before commencing operation.
7. The Director, AIIMS, NEW DELHI reserves the right to terminate the contract at any time after giving 3 month notice to the contracting Agency. In case the contractor desires to terminate the contract during its period of pendency, he shall have to give a notice of three months to the Institute
8. **Further explanation with regard to Clause no. 4, Scope of Services of Service Level Agreement for Manpower Hiring Services on GeM Portal** The manpower employed by the Agency shall be required to work normally as per the Institute's working days, i.e. from Monday to Saturday from 09:15 hrs. to 17:15 hrs. with a lunch break of ½hour from 13:00 hrs. to 13:30 hrs. However, if the employees are posted to work in areas whose working hours are different, in such areas they will have to follow the schedule as per the requirement of such area. They may be posted to work in shifts (MORNING, EVENING & NIGHT) wherever and whenever required as per the Institute's requirements in such cases their day of rest (weekly off) shall be adjusted accordingly. The manpower deployed by AIIMS can be called upon to perform duties on Sundays and other Gazetted holidays, if required. No extra wages will be paid for attending office on such exigencies. However, their weekly days off shall be adjusted accordingly. The payment shall be made on conclusion of the calendar month only based on actual no of duties performed by each person during the month.
9. **Further explanation with regard to Clause no. 6, BUYER'S OBLIGATIONS of Service Level Agreement for Manpower Hiring Services on GeM Portal**, the attendance of the manpower shall be entered in the register provided by the Service Provider and/or in the Aadhaar based Biometric attendance system at the Buyer's premises.

10. The service provider shall ensure proper conduct of its personnel in office premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, spitting, loitering without work, using abusive /objectionable language, fighting with other staff including other contractual staff, creating nuisance/or disturbing the peace in place of posting etc.
11. The Agency shall nominate a Coordinator who would be responsible for coordination with the Institute authorities to ensure optimal services of the persons deployed by the agency. The name & Telephone number of the nominated coordinator shall be provided to store / establishments section or Branch head of the Hospital. The coordinator shall ensure the attendance of all the employees daily and shall arrange for a substitute in case an employee is absent.(The coordinator will be paid by the vendor and not by AIIMS).
12. The Institute reserves the right to withdraw/ relax modify terms and conditions mentioned above to ensure smooth operations, with concurrence of the vendor.
13. Any outsourced employee found indulging in financial misappropriation proven fraud at his workplace would be terminated without warning. Such terminated employee should not be provided job in any other centers of AIIMS, New Delhi. A memo subject to termination should be circulated amongst all concerned recruiting officials by the vendor. In case any such instances are brought to the notice of re-employing terminated employees would eventually lead to initiation of debarment of vendor.
14. The institute abide by the rules of Govt. of India in mandatorily providing the 20% of total procurement of goods and services to MSME and out of which 4% of the business is provided to SC/ST enterprise vide circular No. DO No. 16(6)/2016-SME dtd. Nov 2016.

15. FRAUD AND CORRUPT PRACTICES

- i. The applicant and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Not with standing anything to the contrary contained herein, the Institute may reject an Application without being liable in any manner whatsoever to the Applicant if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.
- ii. Without prejudice to the rights of the Institute under Clause i. here in above, if an Applicant is found by the Institute to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Applicant shall not be eligible to participate in any tender or RFQ issued by the Institute during a period of 3 (three) years from the date such Applicant is found by the Institute to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as the case may be.
- iii. For the purposes of clauses i and ii above, the following terms shall have the meaning hereinafter respectively assigned to then:
 - a) “Corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process or (ii) save and except as permitted, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical advisor of the Authority in relation to any matter concerning the Project;
 - b) “fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;

- c) “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence to any person’s participation or action in the Bidding Process;
- d) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicant with the objective of restricting or manipulating a full and fair competition in the Bidding Process.
16. The Tax Deduction at Source (T.D.S.) shall be deducted as per the provisions of Income Tax law, as amended from time to time and a certificate to this effect shall be provided to the Agency by this Institute.
17. In case, the tendering Agency fails to comply with any statutory/ taxation liability under appropriate law and as a result thereof the Institute is put to any loss/ obligation, monetary or otherwise, the Institute will be entitled to recover the same out of the outstanding bills or the Performance Security Deposit of the Agency, to the extent of the loss or obligation in monetary terms.
18. The venue of the dispute settlement, if any, shall be AIIMS, New Delhi.
19. The Service Provider shall open Bank Account in the name of his firm in State Bank of India, AIIMS, Ansari Nagar, within 15 days of assumption of contract and maintain it until the duration of the contract. The Service Provider will also get the Saving Fund Accounts of all his workers opened in the Bank/Post Office and deposit/transfer their wages directly to these accounts. He will also be required to provide the details of EPF and ESI accounts of all the staff deployed by him in the Institute within 15 days of their deployment. The Service Provider shall get the EPF pass books issued by the Provident Fund Deptt. To every worker within 30 days of their deployment.
20. The service provider shall deploy the manpower specified in the schedule of quantities. The AIIMS reserves the right to increase/decrease the minimum manpower by giving the Service Provider a notice of 3 working days.
21. AIIMS will proportionally enhance the amount payable to the workers deployed under the terms and conditions of this tender contract on account of the enhancement of DA or revision of minimum wages, as notified by the Govt. of India /NCT- Delhi and implemented by the Institute. However, the administrative/service charges will continue at the same rate till the end of the contract period.
22. In the event of default being made in the payment of any wage/due money in respect of any of the person deployed by the Service Provider for carrying out this contract, and a claim is filed in the office of the Labour Authorities and proof thereof is furnished to the satisfaction of the Labour Authorities, the ‘AIIMS’ may, failing payment of the said money by the Service Provider make payment of such claim on behalf of the Service Provider to the said Labour Authorities/worker and any sums so paid shall be recoverable by the ‘AIIMS’ from the Service Provider.
23. If any authority imposes any Financial penalty/award because of deficiency by the Firm/manpower provided by the firm to AIIMS with directions to AIIMS to deposit/pay the same, such money shall be deemed to be payable by the Service Provider to the ‘Institute’. The Institute shall recover such amount from the Service Provider either by deducting this amount from money due to the Service Provider or from Performance Security along with administrative/departmental charges as provided in clause-21(4) of the Contract Labour (Regulation & Abolition) ACT- 1970 (ACT No-37 of 1970)
24. The vendors are also requested to provide their bank details, Name of the beneficiary, Account No. of the beneficiary, IFSC code of the bank/ branch.
25. **Penalty Provisions;**

- ii. a) Failure to commence/execute work:- In case the service provider fails to commence/execute the contract as stipulated in the agreement, the AIIMS reserves the right to impose and recover penalty as detailed below:-
- 1) 5% of the cost of order per week for delays in commencement of work beyond two weeks of the placement of the order for up to four weeks delays.
 - ii) After the four-week delay the AIIMS may cancel the agreement and get this job carried out preferably from any other agency from the open market. The difference in cost, if any, will be recovered from the defaulting service provider as damages and he shall also be debarred for a period of three years from participating in such type of tenders and his security deposit shall stand forfeited.
- iii. b) Absence of Services:-
- 1) In case a worker reports late for duty or leaves his duty before time, a penalty of Rs 500/episode/worker shall be imposed on the vendor and shall be deducted from his monthly bill
 - ii) The selected Agency shall provide a substitute in the event of any person leaving the job due to his/ her personal reasons or remaining absent without intimation within time mutually agreed for various categories of manpower. The delay by the Agency in providing a substitute beyond agreed to timelines shall attract penalty @ Rs. 500/- per day (per such case) on the service providing Agency
- iv. Delay in payment of salary: The firm will pay wages due to outsourced employees on or before the 10th of next month. Default on the part of the service provider in paying salary on time to the workers or in the deposition of EPF/ESI, as applicable, shall attract penalty at the rate of 2% per month calculated on the monthly wage bill (of the concerned month) of that cadre of employees deployed in that area where delay has occurred.
- v. **Further explanation with regard to Clause no. 8 (4), Penalties and Fine of Service Level Agreement for Manpower Hiring Services on GeM Portal**, in case any public complaint is received which is attributable to misconduct/misbehaviour of service provider's personnel, include theft or pilferage and as verified by the competent authority, a penalty of Rs. 500/-for each such incident shall be levied and the same shall be deducted from the service provider's bill. Further if deemed fit by institute authorities, such, guilty person shall be withdrawn immediately by the service provider. Legal action if required under relevant rules/acts shall be also initiated against the guilty person by the Service Provider. Loss caused by theft/pilferage will be recovered from the firm.
- Turning up drunk on duty, untidy or scruffy appearance, not wearing uniform (wherever applicable) shall invite penalty of Rs. 500 per worker/per episode.
- The Competent Authority for imposing the penalty shall be the controlling officer i.e. Medical Superintendent/Additional M.S or Chief of Centres, or concerned Head of Department/Office as the case may be.
- That in the event of any loss occasioned to the 'AIIMS' as a result of any lapse on the part of the Service Provider or his deployed staff, established after an enquiry conducted by the 'AIIMS', the said loss may be claimed from the Service Provider up to the value of the loss. The decision of Medical Superintendent Additional M.S or Chief of Centres, or concerned Head of Department/Office AIIMS will be final and binding on the Service Provider.
- In case of breach of any terms and conditions stipulated in the contract, the Performance Security Deposit of the Agency will be liable to be forfeited by this Institute besides annulment of the contract.
- vi. In case of under deployment of manpower on any given day as agreed upon, a penalty of Rs.

- 1000 per less employee per day for the entire deficit numbers will be imposed along with the deduction of salary.
- vii. In case any written complaint is received from public or from any Officer/staff of the user areas regarding the conduct of the staff of the outsourced firm a penalty of Rs. 2000 for each such incident will be imposed.
 - viii. If the deployed staff is not found wearing proper uniform wherever wearing uniform is mandatory, a penalty of Rs. 500/- will be imposed per instance.
 - ix. In case the services remain consistently unsatisfactory for a period of more than 2 weeks, a penalty of Rs. 5 lakh will be imposed.
 - x. In case of any damage/loss/theft of property, attributed to the personnel deployed by the Service Provider the cost of the same will be recovered from the service provider.
 - xi. Any employee working for the contractor deputed in the AIIMS premises is not immunized for Hepatitis B, a penalty of Rs. 2000 will be imposed per unimmunized employee.
 - xii. In case it is reported that the staff of the outsourced firm reports late for duty or leaves the duty without informing the AIIMS authorities a penalty of Rs. 500 will be imposed per instance.
 - xiii. Payment of salary/wages to the employees shall be made in their bank accounts only, no cash or kind payment shall be made. In case the salary of all the staff is not paid through ECS or by cheque, a penalty of Rs. 20000 will be imposed on the firm per instance.
 - xiv. If the service provider fails to provide the documentary proof for the qualification and experience of the deployed manpower at the time of deployment then a penalty of Rs. 1000 per default will be imposed.
 - xv. The service provider shall provide the documentary proof for the qualifications and experience of the manpower deployed by them. The bio-data/ resume, qualification and experience of the said manpower should be certified by the service provider. In case any of such document is found to be false at any stage, a penalty of Rs. 200 will be imposed per incident of submission of false document.
 - xvi. The bidders are required to quote charges related to security/registration charges of the candidate applying for the service under the contract, that charges shall not be considered for arriving L-1 bidder. In case, any approved bidder found to be charging higher rates from the candidates, administrative action like debaring of the firm for 2 years shall be taken. The service provider must provide the receipt for the same to the candidate.
 - xvii. The service provider shall assure the payment to employees on the last working day of the month. In case of delays, any such incident may lead to penalties on service provider. Any delay in payment will lead to imposition of penalty @ Rs. 10000 per day of delay.
 - xviii. Salary slip with breakup of salary/payment components shall be provided by the service provider to all the manpower. Any default will lead to imposition of penalty @ Rs. 1000 per incident.
 - xix. Some other instances in which penalty at the rate of Rs. 1000 per instance would be imposed are enumerated below. (but these are not exhaustive and penalty may be imposed on any violation/breach or contravention of any of the terms and conditions as well as assigned duties and responsibilities).
 - i) If personnel is found not following any universal precautions at work.
 - ii) If any worker employed by the firm is found indulging in theft of any nature.
 - iii) If the personal hygiene of any employee is found unsatisfactory.
 - iv) Penalty will also be imposed if the behaviour of personnel(s) found is discourteous to anyone in the hospital including staff or patients.
 - v) If any personnel found performing duty by submitting a fake name and address.
 - vi) If any personnel found on duty other than those mentioned in the approved list as supplied by the vendor to the institute authorities.
26. **Indemnity bond:** The second party (vendor) shall provide indemnity to the first party for any illegal acts carried out by the manpower supplied to the first party in its premises. The second party (vendor) shall be the “employer” for all purposes in respect of the manpower so provided and he shall be responsible for and ensure the implementation of the Labour and Industrial law. The second party’s staff deployed/ persons deputed shall

not claim any compensation/ absorption/ regularisation of services with the first party i.e. AIIMS New Delhi in any case.

27. **Purchaser's Right to accept any bid and to reject any or all bids.:** The purchaser reserves the right to accept in part or in full any bid or reject any or more bid(s) without assigning any reason or to cancel the Tender process and reject all bids at any time prior to award of contract, without incurring any liability, whatsoever to the affected bidder(s).
28. **Inclusion of additional manpower in future:** Based on the requirement of the additional manpower in future, there shall be the provision of 100% increase based on the present requirement with mutual consent between Service Provider and AIIMS on the same terms & conditions.
29. **OPTION CLAUSE:** The Institute reserves the right to increase or decrease the number of Manpower to be deployed up to 100 percent of bid requirement at the time of placement of contract. The Institute also reserves the right to increase the requirement by up to 100% of the contracted requirement during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.
30. **Bid Security (BS)/EMD:** Bid Security is required to protect the purchaser's right against the risk of the Bidder's conduct, which would warrant the forfeiture of the Bid Security. Bid Security of a bidder will be forfeited, if the bidder withdraws or amends its bids or impairs or derogates from the bid in any respect within the period of validity of its bid or if it comes to the notice that the information/documents furnished in its bid is incorrect, false, misleading or forged without prejudice to other rights of the purchaser. The Bid Security of the successful bidder will be forfeited without prejudice to other rights of Purchaser if it fails to furnish the required performance security within the specified period.
31. The bidder shall furnish along with its bid, Bid Security for amount of **Rs.1,00,000/-**. The EMD/Bid Security shall be deposited through Bank Guarantee/Demand Draft/FDR drawn in favour of the **Director, AIIMS, New Delhi**. The original Earnest Money/Bid Security must be delivered to **Store Officer (DO), 1stFloor, Store Section (DO), Animal House Building, AIIMS, New Delhi- 110 029** till bid submission end date and time, failing which the bid shall be summarily rejected. The scanned copy of original Bid Security/EMD may be uploaded along with the bid.
32. **The bidders who are currently registered with MSME for the services as per Tender document specification shall be eligible for exemption from Bid Security as defined in MSME Procurement Policy issued by the department of MSME. In case the bidder falls in this category, the bidder shall upload relevant certificate of registration for the subject services issued by department of MSME.**
33. The Bid Security shall be denominated in Indian Rupees. The Bid Security shall be furnished in one of the following forms:
 1. Account Payee Demand Draft/Banker's cheque
 2. Fixed Deposit Receipt
 3. Bank Guarantee
34. The demand draft or banker's cheque shall be drawn on any commercial bank in India, in favour of as indicated above payable at New Delhi. In case of Bank Guarantee, the same is to be provided from any commercial bank in India or country of the bidder as per the form at specified under Annexure - I.
35. The Bid Security shall be valid for a period of 270 days from the Techno – Commercial Bid opening date.
36. The Bid Security of successful bidder will be returned without any interest, after receipt of performance security from that bidder.

IV. **Evaluation Criteria of Bids and Award Criteria:-**

- Technical Bids will be evaluated first. The Bidders, who are Eligible will be treated as Technically Qualified Bidder(s) for further consideration and their Financial Bids will be opened.

Financial bids evaluation criteria: -

- Financial Evaluation will be done on the basis of Administrative/ Service Charges.

- The bidder shall quote service charge in percentage (%) term at column 7 of below given format as a whole number & not in decimals/ range/ fractions to be calculated as below:

A. For the posts covered under minimum wages category:

Sr.	Descriptions of wages	Figure
1.	Basis plus VDA per month	
2.	ESI @ 3.25% of basic plus VDA Plus any special allowance (if any) i.e. on Sr. 1	
3.	EPF @ 12% + EDLI 0.5% +Admin. Charges @ 0.5% = Total 13.00% of basic plus VDA (maximum capping Rs. 15,000)	
4.	Total (Sr. 1 to 3)	
5.	Weekly Offs/ Replacement/ Relieving Charges @ 1/6th or 16.67% of total sum (4) for the posts covered under minimum wages category	
6.	Total (Sr. 4 to 5)	
7.	Service Charges in (%) percentage on total sum at Sr. 6%
8.	Service Charges in INR on total sum at Sr. 6 by applying rate of service charge quoted at column 7	
9.	Total (Sr. 6 +8)	
10.	Bonus @ 8.33% on basic + VDA as per bonus act, 1965 & amendment thereof, if any (Rs. 7000 or the minimum wages for scheduled employment as fixed by the appropriate Government, whichever is higher)	
11.	Total (Sr. 9+10)	
12.	GST if applicable @.....% on Total sum at Sr. 11	
13.	Total Add Sr.(11+12) Round Off	

- B. The same rate of service charge quoted for all the posts covered under minimum wages category shall be applicable for the posts covered under minimum wages category and fixed remuneration category.

Note: Service Charge shall be quoted in percentage (%) term in financial bid which shall also be filled in Column 7 of above format.

The same format shall be filled for every category/ post and to be uploaded in price bid separately in pdf format.However the selection will be done on the basis of rate of service charge quoted in financial bid.

- Bidders are advised to consider following facts while quoting service charges:
 - At present for service contracts, as per Govt norms, 4% TDS (@% as regular TDS + 2% as GST TDS) is deducted in case bidder is registered under company act at the time of payment. For partnership & proprietorship firm, TDS deduction will be 3% (1% as regular TDS + 2% as GST TDS). Considering the said provisions, tenderer may quote accordingly.
 - Bids with the abnormally low administrative/ service charges will be rejected. Any low administrative/ service charges which would affect statutory payment & wages, would be considered as abnormally low administrative/ service charges.
The Firms may also note that administrative charges, if quoted at negligible or Zero, shall be summarily rejected.
- The bidder whose administrative charges are lowest will be awarded the contract of services.
- If the services of any service provider are not found satisfactory (failed to pay the wages as per schedule for contract for more than three occasions during the contract period) such services shall be awarded to next lowest bidder, if agree to match L-1 quoted administrative charges.
- Affidavit for payment of minimum wages under Minimum Wages Act as amended /notified from time to time must be resubmitted, failing which bids will be rejected.

The firm will be obliged to pay as per minimum wages wherever applicable and make deductions of employee's contribution to various statutory contributions from this quoted price. If there is any upward/downward revision of minimum wages or statutory contributions, the firms will revise wages, and/or contribution accordingly. The firm will then inform the Institute about the same along with

documentary evidence and then the quoted price will be revised as per actual change in wages and or statutory provisions. However, there will not be any revision of administrative charges during pendency of the contract.

- V. In case of any conflict between GeM SLA, T&C available on GeM and additional Terms & conditions, the conditions/terms given in ATC shall superceed over others.

FORM OF BANK GUARANTEE FOR BID SECURITY

(To be stamped in accordance with Stamps Act of India)

KNOW ALL MEN by these present that we _____ (Name and address of Bank), having our registered office at _____ (hereinafter called "the Bank") are bound unto Director, All India Institute of Medical Sciences, Ansari Nagar, New Delhi-110029 (hereinafter called "the Department") in sum of Rs. _____ for which payment will and truly to be made to the said Employer, the Bank binds himself, his successors and assigns by these presents.

WHEREAS _____ (Name of Bidder) (hereinafter called "the Bidder") has submitted his bid dated _____ against tender

WHEREAS the Bidder is required to furnish a Bank Guarantee for the sum of Rs. _____ (Amount in figures and words) as Bid Security against the Bidder's offer as aforesaid.

AND WHEREAS _____ (Name of Bank) have at the request of the Bidder, agreed to give this guarantee as hereinafter contained.

WE further agree as follows:-

1. That the Department may without affecting this guarantee grant time of other to or indulgence to or negotiate further with the Bidder in regard to the conditions contained in the said tender and thereby modify these conditions or add thereto any further conditions as may be mutually agreed upon between the Department and the Bidder.
2. That the guarantee herein before contained shall not be affected by any change in constitution of our Bank or in the constitution of the Bidder.
3. That this guarantee commences from the date hereof and shall remain in force till:-
 - a. The Bidder, in case the bid is accepted by the Department, executes a formal agreement after furnishing the Performance Guarantee of a scheduled commercial Bank based in India.
 - b. Forty five days after the date of validity or the extended date of validity of the tender, as the case may be, whichever is later.
4. That the expression "the Bidder" and "the Bank" herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successors and assigns.

THE CONDITIONS of this obligation are:

- (i) If the Bidder withdraws his bid during the period of Tender validity specified in the Form of Tender; or
- (ii) If the Bidder refuses to accept the corrections of errors in his bid; or
- (iii) If the Bidder having been notified of the acceptance of his bid by the Department during the period of tender validity and
 - (a) fails or refuses to furnish them Performance Guarantee and/or
 - (b) fails or refuses to enter into a contract within the time limit specified in para of the NIT.
- (iv) If the tender is terminated on the allegation of production of false/forged documents for obtaining the contract.

(v) If the tender/ contract is terminated for the reason that the agency is blacklisted in any Government/PSU/Autonomous Institution or debarred by AIIMS.

WE undertake to pay to the Department upto the above amount upon receipt of his first written demand, without the Department having to substantiate his demand provided that in his demand the Department will note that the amount claimed (i), (ii), (iii)(a), (iii)(b), (iv) or (v) mentioned above, specifying the occurred condition or conditions.

Signature of Witness

Signature of Authorized Official of the Bank

Name of Official _____

Designation _____

ID No. _____

Name of Witness
Address of Witness

(Stamp/Seal of Bank)

Tender Acceptance Form
(To be given on Company Letter Head)

Date:-.....

To,

The Director,
All India Institute of Medical Sciences
Ansari Nagar, New Delhi-110 029India.

Sub:- Acceptance of Terms & Conditions of Tender.

Tender Reference No.:

Name of Tender / Work _____

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely: _____ as per your advertisement, given in the above mentioned website(s).
2. I / We hereby certify that I/we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and undertake to comply with them for the contract period (valid for threeyears from the date of signing of the agreement deed plus extendable upto1 (one) year).
3. The corrigendum(s) issued from time to time by your department/ organizations too have also been taken into consideration while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. I/we, the undersigned, hereby bind myself/ourselves to provide services, as detailed in the tender document, to the Director, AIIMS, New Delhi during the validity of this tender & rate contract.
6. I/we agree that in cases of failure to provide services, as detailed in the tender documents, AIIMS reserves the right to make arrangements of the same from the market/other sources at my/our risk and cost.
7. The conditions contained herein shall form part of and shall be taken as if they are included in the agreement to be entered into or treated as the agreement itself at the discretion of the Director.
8. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking. Our firm's services were not terminated for deficiency of services for any other reason in last 3 years.
9. I / We certify that all information furnished by our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely and blacklist the firm for next 3 years for similar work.
10. Tenders are duly signed (No thumb impression should be affixed).
11. I/we shall execute an agreement on a Non-judicial Stamp Paper of Rs. 100/- (Rupees hundred only) in case my/our tender is accepted and an agreement will be executed by me within 14 days of the intimation of acceptance of rates for the tender failing which, 5% of the cost of order/agreement (Annual cost to Institute as quoted in the tender) per week, up to 2 weeks delay for non-execution of contract after award of work shall be paid by my firm as penalty and after 2 weeks delay, AIIMS reserves the right to cancel the contract and withhold the agreement and my/our EMD/security deposit may be forfeited and service provider's name shall be banned from participating in tenders for further 3years at the AIIMS, New Delhi. AIIMS may get services from other vendor and difference cost will be recovered from the firm.
12. I/We have gone through all terms and conditions of the tender documents before submitted the same.

Yours faithfully,
Signature of bidder with full address

WITNESS _____
WITNESS _____

Check List**Check List of Certificates/ Documents required to be Submitted in the Technical Bid**

The bidders are advised to submit the following documents/certificates along-with Technical Bid. If these documents are not submitted/ conditions not met, the offer shall be summarily rejected and no further correspondence, in this regard, shall be entertained.

I/We now submitting herewith following documents/ certificates in accordance with tender requirement which are enclosed as per detail given below:

Sr. No.	Tender requirements	To be filled by the bidder with page number at which relevant document is placed
1.	EMD/Bid Security of Rs.1,00,000/- as specified in clause	
2.	Tender Acceptance Form (Annexure-II)	
3.	The Service Provider Company / Firm/ Agency should have completed at least one service contract of providing service/manpower of value not less than Rs. 36.00 Crore per annum in the last three years i.e. F.Y. 2018-19, 2019-20 & 2020-21. Contract of not less than Rs.36.00 Crore per annum in any of the last 3 years or should have completed at least two service contracts of value not less than Rs. 18.00 Crore per annum each related to providing human resources in the past three financial years (Clause no. 1 page no. 20)	
4.	The bidder should have been deploying at least 50% of the total required manpower in one or more organizations at the time of putting the bid. The Firm will submit documentary evidence of making EPF/ESI deposits for such Services (Clause no. 2 page no. 20)	
5.	The Service Provider Company / Firm / Agency should submit certificates of good performance (regarding service/manpower provided) which must specifically mention that the vendor has made timely payment of salary and timely deposition of statutory contribution i.e.; ESI, EPF etc., from any two institutions where the firm had provided service/manpower in last five years. The firm shall furnish an affidavit on non-judicial stamp paper of Rs.100/- (Rupees Hundred only) duly notarized affirming that in last 3 year, firm was not found to be deficient in providing satisfactory service, delay in payment to staff or defaulter in depositing statutory dues by any of the organization where the firm provided services. (Clause no. 3 page no. 20)	
6.	Further explanation with regard to Clause no. 4, Scope of Services of Service Level Agreement for Manpower Hiring Services on GeM Portal , In case the firm is not registered with the Labour Department at the time of submission of bid, the Firm will give an undertaking that in case the Firm is awarded work, AIIMS will provide the firm necessary Form duly signed by Competent Authority within 15 days. Firm should submit this and get registered with the Labour Department before commencing operation. (Clause no. 6 page no. 20)	
7.	Bank details, Name of the beneficiary, Account No. of the beneficiary, IFSC code of the bank/ branch (Clause no. 24 page no. 21)	
8.	Any other document required in Tender Document	

Note:

1. Photocopies of all necessary relevant documents only duly self attested must be attached for verification of the information provided.
2. If any documents/certificates detailed above is not supplied by the bidder their offer is liable to be rejected.
3. Any of the submitted documents/ certificates can be got authenticate from the issuing authority in any discrepancy observed by the AllMS authority as and when found necessary.

Signature of Tenderer with full Address & seal