TENDER DOCUMENT

For

JOB OUTSOURCING

AIIMS PATNA

DATE OF ISSUE OF TENDER FORM WITH DOCUMENT: 21.08.2014

DATE & TIME FOR SUBMISSION OF TENDER DOCUMENT: From 21.08.2014 to 12.09.2014 up to 12.00 hrs

DATE OF PRE BID MEETING: 29.08.2014

DATE & TIME FOR OPENING OF TENDER DOCUMENT: On 12.09.2014 at 12.30 hrs
“NOTICE INVITING TENDER FOR JOB OUTSOURCING”

All India Institute of Medical Sciences, Patna (AIIMS Patna) invites bids from reputed, experienced and financially sound human resource supplying Companies/Firms/Agencies for performing jobs on outsourcing basis in the Institute. The quantum of requirement may vary during the period of contract. Those who are in the similar business for at least last three years and at present providing the same service to Central/State Govt. or autonomous bodies and capable of undertaking such work may send their bids both Technical and Commercial in separate sealed envelopes.

2. Complete Tender Document may be obtained from the Administrative Office, AIIMS, Phulwarisharif, Patna, Bihar - 801505 on all working days from 03.00 PM to 5.00 PM from 21.08.2014 to 11.09.2014, by depositing a Demand Draft for Rs. 5,000.00 payable at Patna and drawn in favour of “AIIMS, Patna”. It can also be downloaded from the website of AIIMS, Patna www.aiimspatna.org. The bidders using the tender form downloaded from the website shall enclose a Demand Draft for Rs.5,000.00 payable at Patna and drawn in favour of “AIIMS, Patna”.

3. The interested Companies/Firms/Agencies may send their bid complete in all respect along with Earnest Money Deposit (EMD) of Rs. 5,00,000/- (Rupees Five Lac only) in the form of Demand Draft/Bank Guarantee issued in favour of AIIMS, Patna, drawn on any scheduled bank payable at Patna and other requisite documents to the undersigned duly superscripted “Bid for Tender No AIIMS/Pat/Tender/Job Outsourcing/2014” before 1200 hrs before 12th September, 2014. The bids received after this deadline shall not be entertained under any circumstances whatsoever. In case of postal delay this Institute will not be responsible. 

NOTE : The EMD and Tender Fee draft should be put in the envelope containing Technical Bid failing which the tender shall be rejected forthwith.

4. The sealed envelopes are to be deposited in the tender box placed at the Administrative office, AIIMS, Patna or may be sent through registered/speed post addressed to The Deputy Director (Admn), All India Institute of Medical Sciences, Phulwarisharif, Patna – 801 505. Bids sent by COURIER will not be entertained.

5. Bids will be opened on 12.09.2014 at 12.30 hrs in the presence of bidders or their authorized representatives who wish to participate in the bidding process. If the opening date happens to be a closed day/holiday, the tender will be opened on the next working day.

6. Any future clarification(s) and / or corrigendum(s) shall be communicated by the Deputy Director (Admn) through the website www.aiimspatna.org.

7. AIIMS Patna reserves the right to amend or withdraw any of the terms and conditions contained in the Tender Document or to reject any or all tenders without giving any notice or assigning any reason. The decision of the Director, AIIMS, Patna in this regard shall be final.

Deputy Director (Admn)
AIIMS PATNA
GENERAL INSTRUCTIONS TO THE TENDERER

1. The tender is “Two Bid’ document. The technical bid should contain all the relevant information and desired enclosures in the prescribed format along with Tender Fee & Earnest Money Deposit (EMD). The financial bid should contain only commercial document. In case, any bidder encloses the financial bid within technical bid, the same shall be rejected summarily.

2. The tender Document can be downloaded from the website of AIIMS Patna i.e. www.aiimspatna.org. The Technical bid must accompany with the tender fee of Rs. 5,000/- in form of Demand Draft in favour of AIIMS Patna. The tender document fee is non-refundable, non-adjustable and non-transferable and is payable through a demand draft on any scheduled bank drawn in favour of the “AIIMS Patna” payable at Patna.

3. The Tenders should be typewritten or handwritten but there should not be any overwriting or cutting. Correction, if any, shall be made by neatly crossing out, initialing, dating and rewriting. The name and signature of bidder’s authorized person should appear on each page of the application. All pages of the tender document shall be numbered and submitted as a package along with forwarding letter on agency’s letter head.

4. The Contracts concluded as a result of this Tender Inquiry shall be governed by the ‘Terms & Conditions’ and other relevant instructions as contained in this Tender Document.

5. The prices/rates quoted should be indicated in words as well as in figures. In case of any discrepancy, lower amount/rates shall be considered as valid.

6. Bidders are requested to quote their prices on a firm & fixed basis for the entire period of the Contract. Bids of the firms received with prices quoted on variable basis shall be rejected without assigning any reasons and no communication in this regard shall be made.

7. Quotations qualified by such vague and indefinite expressions such as “subject to prior confirmation”, “subject to immediate acceptance” etc. will be treated as vague offers and rejected accordingly. Any conditional tender shall be rejected summarily.

8. Bidders are requested to enclose a copy of their valid certificate of PAN No., TAN No, Sale Tax/VAT No./Service Tax No. or any other document as requested by the Institute with their tender.

9. Tenders received without Tender Fee and EMD amount by way of demand draft in favour of AIIMS, Patna will not be considered at all and shall be summarily rejected.
10. Refund of Earnest Money Deposit: The EMD submitted by unsuccessful bidders shall be returned to them without any interest whatsoever, within 15 to 90 days after conclusion of the contract with successful bidder. The EMD submitted by successful bidders shall be returned to them after the successful bidder deposits the performance security according to conditions stipulated in the bid document.

11. Bidders may note that if the date of tender opening given in this Tender Document is declared to be a gazetted holiday, the tender shall be opened on the next working day at the same timing. In such an event the closing hours for receipt of tenders in AIIMS will stand automatically extended up to 12.00 hours of the next working day in the Government offices.

12. Late/delayed tenders received in AIIMS due to any reason whatsoever will not be accepted under any circumstances.

13. At any time prior to date of submission of tender, Tender Inviting Authority may, for any reason, or decision, modify the terms & conditions of the tender document by a corrigendum displayed on the website of AIIMS Patna (www.aiimspatna.org). In order to provide reasonable time to take the amendment into account in preparing their bid, Tender Inviting Authority may or may not, at his discretion, extend the date and time for submission of tenders.

14. Tendering firms are at liberty to be present or authorize a representative to be present at the opening of the tender at the time and date as specified in the Schedule. The name and address of the representative authorized to attend the opening of the tender on behalf of a tendering firm should be indicated in the tender. The representative so deputed should also bring with him a letter of authority from the firm for having been authorized to be present at the time of opening of tender. Only one representative per firm shall be permitted to attend the opening of the tender. The name and address of permanent representative of the firm, if any, should also be indicated in the tender.

15. DOCUMENTS COMPRISING THE BID:

The bids prepared by the bidder shall comprise of (1) The Technical Bid and (2) Financial Bid:

TECHNICAL BID: - To qualify in the Technical bid the firm should have the minimum eligibility criteria as under and the firm in this regard must submit the following documents in support of their eligibility criteria –

(a) Duly filled format of Technical Bid as per Annexure “1”.
(b) Profile of the organization.
(c) Should have registered/branch office at Patna. Supporting documents like registration under shop and establishment act (preferred)/Labour Licence/service tax registration in relation to address proof must be submitted with the tender document.
(d) Should have executed minimum of five (5) projects of similar nature in central/state govt./PSU's/Autonomous Bodies in the last three years.
(e) Copy of constitution or legal status of the sole proprietorship/ firm/agency etc.

(f) Financial status: - The average annual turnover, for providing human resources for performing similar jobs, of the firm should not be less than 1 crore in the last three years. Copies of profit & loss account and balance sheets duly authenticated by a Chartered Accountant for the last three years should be enclosed.

(g) Experience of 03 years or more.

(h) The technical bid should be accompanied by Demand draft of Rs. 5,000/- (non-refundable) against tender fee and Demand Draft/ Bank Guarantee of Rs. 5,00,000/- (refundable) for EMD/bid security.

(i) Copy of Income Tax Return Filed Acknowledgements for last Three years.

(j) Personnel including skills and competence in the organization

(k) Copy of PAN Card/Service Tax Registration.

(l) Copy of EPF/ESI registration.

(m) Details of clients where similar services (Job Outsourcing) are presently provided by the agency separately for govt. and private clients as per “Annexure 5”.

(n) The bidder must have adequate experience in similar business for at least last 3 years and experience of providing personnels on outsource basis for office/Lab/teaching/hospital services to Govt./Semi Govt. Sector/ PSUs/ Govt. Universities/Colleges/Public Sector Banks/Autonomous Bodies and other similar organizations. Necessary supporting documents like work orders, work completion certificate, payment certificate etc. for last three years to this effect must be submitted along with the offer.

(o) Enclose an affidavit duly certified by the notary at the location of the Agencies/Head quarters or at Patna that the bidder has never been black listed or punished by any court for any criminal offence/breach of contract and that no police/vigilance enquiry/criminal case is pending.

(p) Certified extracts of the Bank Account containing transactions during last year.

**FINANCIAL BID:** - The financial bid shall contain:

(a) Price Bid Form [as per Annexure – 2]

16. **SUBMISSION OF BIDS**

15.1 **SEALING AND MARKING OF BIDS:** The bidder shall wax seal the EMD, the Technical Bid and the Financial Bid in separate envelopes and keep them in a bigger wax sealed envelope. The envelope containing the EMD shall bear the name “EMD for Tender No AIIMS/Pat/Tender/Job Outsourcing/2014”. The envelope containing the Technical Bid shall bear the name “TECHNICAL BID for Tender No AIIMS/Pat/Tender/Job Outsourcing/2014”. The envelope containing the Financial Bid shall bear the name “FINANCIAL BID for Tender No AIIMS/Pat/Tender/Job Outsourcing/2014” on the envelope for avoiding any mismatch.
15.2 The bigger envelope containing EMD, technical bid and financial bid in separate envelopes shall be:

(a) Addressed at the following address:

Deputy Director (Admn),
All India Institute of Medical Sciences,
Medical College Building,
Phulwarisharif, Patna – 801 505.

(b) All the envelopes shall bear the Tender name, the tender number and the words 'DO NOT OPEN BEFORE' - (due date & time).

(c) The envelopes shall indicate the name and address of the bidders to enable the bid to be returned unopened in case it is declared 'late' or rejected.

(d) Bids shall be delivered in person and shall be dropped in the tender box placed in the office of the Deputy Director (Admn), AIIMS Patna or shall be sent by Registered/Speed Post. **Bids sent by COURIER will not be entertained.** The Purchaser shall not be responsible if the bids are delivered elsewhere.

(e) Venue of Tender Opening: Tender will be opened in the office of the Deputy Director (Admn), AIIMS Patna at 12:30 hrs. on the due date. If due to administrative reason, the venue/ time of bid opening is changed, it will be displayed prominently on the notice board of the Institute as well as in the office of the Deputy Director (Admn), AIIMS Patna.

16. **BID PRICES:**

16.1 The bidder shall give the total composite price inclusive of all levies and taxes (inclusive of taxes) as per price schedule given in Annexure-2. The offer shall be firm and in Indian Rupees only. No foreign exchange will be made available by the institute.

16.2 The prices quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation will to be treated as non-responsive and rejected.

17. **TECHNICAL EVALUATION:**

17.1 Detailed technical evaluation shall be carried out by Technical Evaluation Committee pursuant to conditions in the tender document to determine the substantial responsiveness of each tender. For this clause, the substantially responsive bid is one that conforms to all the eligibility and terms and condition of the tender without any material deviation. The Institute’s determination of bid’s responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. The Institute shall evaluate the technical bids also to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are in order.
17.2 The technical evaluation committee may call the responsive bidders for discussion or presentation to facilitate and assess their understanding of the scope of work and its execution. However, the committee shall have sole discretion to call for discussion/presentation.

17.3 Financial bids of only those bidders who qualify the technical criteria will be opened, provided all other requirements are fulfilled.

17.4 A bid determined as substantially non-responsive will be rejected by the Institute and shall not subsequent to the bid opening be made responsive by the bidder by correction of the nonconformity.

17.5 AIIMS shall have right to accept or reject any or all tenders without assigning any reasons thereof.

18. **FINANCIAL EVALUATION**:

18.1 The financial bid shall be opened of only those bidders who have been found to be technically eligible as enumerated under clause 19. The financial bids shall be opened in presence of representatives of technically eligible bidders, who may like to be present. The Institute shall inform the date, place and time for opening of financial bid.

18.2 The Financial Bids of unsuccessful bidders would not be opened and destroyed.

18.3 The rates must be quoted per job basis. Agency shall include in its price all taxes and other costs while quoting for the tender, in "Annexure-2: Price Offer" to be kept in Envelop No. 2. Income Tax will be deducted at source from the bills as applicable. The Agency needs to furnish its PAN number.

18.4 Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and total price that is, the unit price shall prevail and the total price shall be corrected by the Institute. If there is a discrepancy between words and figures, the lesser amount shall be considered as valid. If the Supplier does not accept the correction of the errors, his bid shall be rejected.

18.5 The evaluation and comparison of responsive bids shall be done on the price offered inclusive of Levies & Taxes i.e., Service Tax, Sales Tax, VAT, insurance etc. as indicated in the Price Schedule in Annexure-“2” of the Bid Document.

18.6 The AIIMS Patna does not bind himself to accept the lowest bid or any bid and reserves the right of accepting the whole or any part of the bid or portion of the job offered; and the bidder shall provide the same at the rates quoted. The AIIMS Patna reserves the right to reject any or all offers received in response to tender or cancel or withdraw the tender notice without assigning any reason, whatsoever.

19 **COMMERCIAL/FINANCIAL BID EVALUATION**:

The Commercial bid of those bidders, who qualify in the technical evaluation, will only be opened. All other Commercial bids will not be opened. The Commercial bids of the technically qualified bidders will only be evaluated.
20. **AWARD OF CONTRACT: PLACEMENT OF ORDER**

The Institute shall consider placement of orders for jobs on those bidders whose offers have been found technically, commercially and financially acceptable. The Institute reserves the right to counter offer price(s) against price(s) quoted by any bidder.

21. **PERFORMANCE BANK GUARANTEE & EXECUTION OF CONTRACT:**

21.1 Firm whose offer is accepted will have to furnish Performance Bank Guarantee of an amount equal to Rs. 10 Lakhs in favour of AIIMS Patna issued by any scheduled bank.

21.2 The performance Bank Guarantee submitted should be valid for 15 months.

21.3 Successful bidder will have to execute an agreement on a Non Judicial Stamp Paper of Rs. 1000/- in the prescribed from with the Deputy Director (Admn), AIIMS Patna.

21.4 The Performance Bank Guarantee shall be refunded within 15 to 90 days after completion of the contract as per order, or after the expiry of contract on satisfactory completion of the same whichever is later.

21.5 No interest will be paid on Performance Bank Guarantee/ Earnest Money Deposit.

21.6 In case of breach of any terms and conditions of the contract or on unsatisfactory performance, the amount of security deposit shall be liable forfeited by Deputy Director (Admn), AIIMS Patna and his decision shall be final.

21.7 The expenses of completing and stamping the agreement shall be paid by the bidder.
TERMS & CONDITIONS OF CONTRACT

1. The bidders are expected to read carefully all the terms and conditions of the tender documents and their submission will be taken as consent to abide.

2. If the bidder gives deliberately wrong information to create conditions for acceptance of the tender, Director, AIIMS, Patna, reserves the right to reject such tenders without assigning any reason. Not more than one tender will be submitted by one bidder for the same work. Legal action will be taken for furnishing wrong information.

3. The successful bidder shall be required to execute the formal contract on Rs. One Thousand non-judicial stamp paper within one week of the issue of offer for contract and shall start the contract on a date specified in the offer.

4. Bidder shall follow all the rules pertaining to prevailing Government Rules and Labour Laws as may be applicable at the time of filling of tender and subsequently as and when new rules are framed including rate of payment to the employees.

5. Firm shall physically visit the hospitals premises of AIIMS, Patna before filing the tender and an undertaking to this effect will be furnished.

6. All the personnel to be deployed for performing jobs will be selected by the Institute and will be furnished with appropriate Identity Card and personnel will not be changed without permission from the AIIMS, Patna.

7. Certificate of appropriate eligibility of qualification for the Individuals will be furnished to the Institute at the time of initial posting including police verification, full postal address and telephone number if any.

8. Salary of all the personnel performing the jobs will be disbursed in their bank accounts every month within 7 days of the completion of the month by the contractor.

9. Any matter of indiscipline or loss of Institute property by an act of omission or commission by the personnel performing the jobs will be the sole responsibility of the contractor who shall be responsible to compensate the hospital for the financial loss as ascertained by the AIIMS, Patna.

10. Contact can be terminated within one month notice by any party. Any matter of indiscipline or loss of property of the Institute will lead to the termination of contract immediately at the discretion of the Institute.

11. The contractor is responsible for any illegal activity of the employee done by him during his work / presence in the Institute / Hospital premises.

12. Contract may be extended beyond the expiry of the award at the same rates or on mutual agreement.

13. Late tender will not be accepted provided that if the designated date is declared as a holiday the next working day will be considered as that date.

14. Specimen of the Agreement is given in Annexure "3".

15. The successful bidder(s) will have to obtain license (if not already have) as required under Section 13 of the Contract Labour (Regulation and Abolition) Act 1970 from concerned agency of Labour to employ the manpower/personnel to perform jobs for this purpose within a maximum period of 3 months from the date of award of contract.

16. The contractor shall have to ensure necessary payments on account of EPF, ESI and any other statutory liability as employer on behalf of persons deployed by him for this office to perform jobs, be made in time.

17. The Tender form should be signed by the proprietor/partner of the firm or by person who is duly authorized and legally competent to do so. A person signing
the forms or any document forming part of the contract on behalf of the firm shall be deemed to have been duly authorised by the Proprietor/Partner of the firm and actions taken by such person in pursuance of this contract shall be deemed to have been taken by the Proprietor/Partner.

18. **Tender forms duly completed in all respects must reach Office of the Deputy Director (Admn), AIIMS, Phulwarisharif, Patna, Bihar - 801505, up to 12.00 Hrs of 12.09.2014.** Tenders received after the stipulated date or incomplete in any respect whatsoever, shall not be considered and the decision of the Director, AIIMS, Patna in this regard shall be final.

19. **Tenders will be opened at 12:30 Hrs on 12.09.2014 in the office of the Deputy Director (Admn), AIIMS, Phulwarisharif, Patna, Bihar - 801505 in the presence of bidders or their authorised representative who may wish to be present at that time.** The Institute reserves the right of extending the date of opening of the tenders. The revised date if any, will be intimated to the bidder by issue of corrigendum on the website of AIIMS Patna.

20. If L1 bidder withdraws his tender within the validity period (Four months from the date of opening of Tender) the Earnest Money Deposit will be forfeited and no correspondence in the subject shall be made.

21. Earnest Money Deposit given by all tenderers except the one, whose tender is accepted, will be refunded within 15 days of the declaration of L-1 bidder by the competent authority.

22. **Successful bidder(s) would be intimated by a formal Letter of Acceptance/ Letter of Intent.**

23. The successful bidder(s), within 07 days of the issue of formal Acceptance Letter, shall be required to execute an agreement with the Institute in the prescribed form on a non-judicial stamp paper and furnish a Performance Bank Guarantee of Rs. 10,00,000/- (Rupees Ten lakh only) issued in favour of “AIIMS, Patna”. In the event of the successful bidder not executing the agreement or depositing the Bank Guarantee within stipulated time, the AIIMS shall be entitled to withdraw the offer of acceptance and forfeit his Earnest Money Deposit and make other arrangements at the risk and expense of the successful bidder.

24. **The Institute reserves its right not to accept the lowest bidding tender and shall be at liberty to reject any or all tenders without assigning any reason whatsoever.**

25. Submission of the Tender by a bidder shall be taken to signify his acceptance of the above terms and conditions. Alterations, overwriting or erasures of any terms and conditions are not permitted.

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

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**Deputy Director (Admn)**

AIIMS, Patna

I/We submit this tender after reading the tender notice, instruction of terms and conditions contained herein and accepted by me/us.

Dated:  
Address:  
Mobile Number:  
Signature of the tenderer (with seal)

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<th>Description</th>
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<td>1</td>
<td>Name of the firm/company/proprietary concern registered</td>
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<td>2</td>
<td>Address of registered office</td>
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<td>3</td>
<td>Address of the office at Patna</td>
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<td>4</td>
<td>Telephone Nos./Fax/E-mail at Patna</td>
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<td>5</td>
<td>Profile of the Organisation</td>
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<td>6</td>
<td>Earnest Deposits money (EMD) Yes/No</td>
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<td>EMD Details</td>
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<td>Banker of Company/ Firm/agency with full address</td>
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<td>Service Tax Registration No.</td>
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<td>Should have executed minimum of five (5) projects of similar nature in central/state govt./PSU's/Autonomous Bodies in the last three years.</td>
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<td>13</td>
<td>Proof of financial status in form of audited balance sheet for the last three financial years. Average annual turnover must be at least Rs. One Crore Only.</td>
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<td>14</td>
<td>Copy of Income Tax Return Filed Acknowledgements for last Three years.</td>
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<td>Details of clients where similar services (Job Outsourcing) are presently provided by the agency separately for govt. and private clients as per “Annexure 5” in the last three years.</td>
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<td>Enclose an affidavit duly certified by (enclosed/Not enclosed) the notary at the location of the Agencies/Head quarters Patna that the bidder has never been black listed or punished by any court for any criminal offence/breach of contract and that no police/vigilance enquiry/criminal case is pending.</td>
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(Signature of Authorised Person)  

(Name)  

(Designation)  

Name of Firm/Company/Agency  

Contact Details
ANNEXURE “2”

PRICE BID FORM

To,
The Deputy Director (Admn),
AIIMS Patna.

Dear Sir,

1. I/We submitted the bid for Tender No. AIIMS/Pat/Tender/Job Outsourcing/2014 dated 21.08.2014 for “Job Outsourcing” of AIIMS Patna.

2. I/We thoroughly examined and understood instructions to tenders, scope of work, terms & conditions of contract given in the tender document and those contained appendix of Terms & Conditions of contract and agree to abide by them.

3. I/We hereby offer to provide job outsourcing services at the following rates. I/We undertake that I/We are not entitled to claim any enhancement of rates on any account during the tenure of the contract.

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<th>Sl. No.</th>
<th>Particulars</th>
<th>Quotes in %</th>
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<tr>
<td>1</td>
<td>Service Charges (in percentage) on total remuneration of jobs deployed</td>
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<td>2</td>
<td>Statutory Obligations (Please Specify each)</td>
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</table>

(Signature of Authorised Person)
(Name)
(Designation)
Name of Firm/Company/Agency
Contact Details
STAMP OF Rs. 1000/-

CONTRACT AGREEMENT

This agreement No _____________________________ made on this ____ day of ________, (___________________________) between the Director, AIIMS Patna, represented by Deputy Director (Admn), AIIMS, Patna, hereinafter referred to as “Client/AIIMS” (which expression shall include his permitted nominee, on the one part and M/s ______________________________ , hereinafter referred to as the “Contractor” (which expression shall include unless excluded by or repugnant to the context be deemed to include his partners, their respective heirs, executors, administrators, and legal representative) on the other part.

Whereas the Client called for tenders for job outsourcing and the tender submitted by the Contractor having been accepted by the Client.

NOW IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

ARTICLE-1

SCOPE OF THE CONTRACT

1.1 That the contractor is required to provide jobs as mentioned in the “Schedule 1” of this contract agreement. The quantum of jobs may vary during the currency of contract depending upon requirement of the Institute. The Institute may increase/include or decrease/delete the number/type of jobs in “Schedule 1” or in totality as per functional requirement.

1.2 That the qualification and experience for individual jobs shall be as per schedule 1 of this contract agreement or as per the applicable Recruitment Rules of AIIMS Patna. In case of any new job which is not in “Schedule 1”, the eligibility criteria will be provided to the agency at the time of placing the supply order.

1.3 The Contractor may be asked to provide persons three times of the number of particular job or any other ratio deemed fit to offer sufficient options for the Institute. However the ratio will be five times of the job offered in case of the jobs requiring certain stipulated skill or some practical knowledge as the case may be. If the institute does not find any suitable candidate from the supplied candidates, the institute will be free to ask for further numbers. From amongst supplied candidates the institute would screen them through method of interview and/or other methodology which concerned committee of the institute considers appropriate according to job requirement. For jobs requiring stipulated skill or practical knowledge candidates will be duly tested by the institute to objectively ascertain their eligibility and suitability.

1.4 The persons should be citizen of India and should not have attained the age of 55 years at the time of engagement. For retired government servants the upper age limit will be 64 years at the time of engagement. However age limit will be relaxable for especially suitable candidate at the discretion of the institute.
1.5 Reservation in jobs will be as per Government of India rules. Detailed job-wise reserved positions will be informed to the contractor with the supply order. The contractor is responsible for supply of sufficient proportionate number or reserved category candidates as per demand of the Institute.

1.6 Necessity of the continuance of particular job may be reviewed after every 89 days or any timeframe decided by the institute and if not found necessary, the job will be discontinued or replaced otherwise may be allowed to continue for next 89 days or any period as decided by the institute with 01 day compulsory break in engagement. However, one can be replaced any time by the AIIMS Patna without any formal proceedings, without any prior notice and without assigning any reason.

1.7 That nothing contained in the Contract shall be construed as establishing, creating or implied between the parties (including the Personnel engaged by the Contractor), as relationship of master and servant or principal and agent with the institute.

1.8 That it is acknowledged and agreed by all Parties that there is no representation of any type, implied or otherwise, of any automatic absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the service provider (the Contractor) for any engagement, service or employment against any job in any office or establishment of the Client.

1.9 That the working hours would be normally 8 ½ hours per day from 9.30 A.M. to 6.00 P.M, including half an hour lunch break between 1P.M to 1.30 P.M. during working days. The workmen may be called on Saturday, Sunday and other gazetted holidays, if required. However, they will be entitled for leave as per the applicable labour laws applicable for job outsourcing.

1.10 The contractor shall be responsible for verifying the antecedents of the person engaged from concerned authorities as per norms.

ARTICLE-2

PERIOD OF THE CONTRACT

The contract for hiring of personnel will be for a period of 11 months and may be extended for next 11 months with 2 days break in between subject to satisfactory performance by the contractor. The contract will be effective from the date as specified in the first supply order.

ARTICLE-3

STATUTORY CONDITIONS

3.1 That Contractor shall obtain a valid licence from the competent Licensing Officer under the provisions of Contract Labour (Regulation and Abolition) Act, 1970 and Contract Labour (Regulation and Abolition) Central Rules, 1971 within 90 days of the date this Agreement. If the Contractor is refused a license for any reason whatsoever or fails to obtain the license within the stipulated period, this Agreement shall automatically stand terminated and the AIIMS shall be at liberty to recover losses, if any, from the security deposit cum Performance Guarantee of the Contractor.

3.2 That the Contractor shall also abide by the provisions of the Child Labour (Provision and Regulation) Act, 1986. In this institute no workman below the age of 18 years shall be employed on the work.
3.3. That the Contractor shall pay to the workman employed by him wages as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and Contract Labour (Regulation and Abolition) Central Rules, 1971.

3.4. That it shall be the responsibility of the Contractor to issue the Photo Identity Card to each workman as per the prescribed format and to maintain the muster roll, the wage register and other registers as provided in the Contract Labour (Regulation and Abolition) Act. These cards are to be constantly displayed and their loss should be reported immediately. Entry permit for the particular Bldg/Block, where the person is actually deployed, shall be issued by Administrative Office, AIIMS.

3.5. That the Contractor shall arrange for such facilities as provided for in the Contract Labour (Regulation and Abolition) Act for the welfare and health of the workmen employed on the work.

3.6. That the transportation, food and other essential requirements in respect of each personnel of the Contractor will be the responsibility of the Contractor.

3.7. That the Contractor agrees to indemnify the Client against all claims for compensation by or on behalf of any workman employed by him in connection with this agreement for injury or death by accident under the Workman Compensation Act (Act VIII of 1923).

3.8. That the Contractor shall be contactable at all times and message sent by e-mail/fax/Special Messenger from AIIMS to the Contractor shall be acknowledged immediately, on the same day.

ARTICLE-4

PAYMENT TERMS

4.1. The remuneration for deployment of personnel shall be paid to the contracting agency specifying the deductions on account of PF, ESI and other statutory dues, if any,

4.2. Total monthly remuneration will be calculated on the basis of actual deployment of personnel during the month.

4.3. The Contractor shall submit a consolidated monthly bill in duplicate for the amount due for the services rendered during the preceding one-month by the 10th of the month along with attendance sheet duly verified by the officer with whom his workman is attached. The payment for the services will be made to the Contractor in arrears and no advance payment will be made to the Contractor. The Contractor shall also enclose a certificate on the bill of having paid the prescribed wages to the workmen as per the contractual rates specified in para 4.1. The payment will be made through the AIIMS. The payment will be released by first week of the following month.

ARTICLE-5

PERFORMANCE BANK GUARANTEE

5.1. The Contractor shall within 10 days of the signing of this Agreement deposit a Performance Bank Guarantee of a sum of Rs.10,00,000/- (Rupees Ten lakh only) drawn in favour of “AIIMS, Patna”. The performance Bank Guarantee shall be valid for the period beyond 60 days from the date of completion of the contract.
5.2. The AIIMS shall not make a claim under the Performance Bank Guarantee except for amounts to which the AIIMS is entitled under the contract (notwithstanding and or without prejudice to any other provision in the contract agreement) in the event of:
i) Failure by the Contractor to pay AIIMS any amount due, either as agreed by the Contractor or determined under any of the clauses/conditions of the agreement, within 30 days of the serving of notice to this effect by the AIIMS.
ii) In the event of the contract being determined or being rescinded under provision of any of the clause/condition of the agreement, the amount towards Security cum Performance Bank Guarantee shall stand forfeited in full and shall be absolutely at the disposal of AIIMS.

ARTICLE-6

PENALTY / RISK & EXPENSE

6.1 If the Contractor falls short in providing requisite manpower, without prejudice to any other right or remedy available under the law to the AIIMS on account of such breach, prorata recovery along with penalty equal to 10% of the approved remuneration per individual (refer Para 4.1) for each deficiency either in service or a shortfall in numbers will be recovered from the monthly bill of the Contractor. The quantum of recovery will be decided by the Director, AIIMS, which will be binding on the Contractor.

6.2 The AIIMS will have the right to make good any shortfall in the services of the Contractor at the risk and cost of the Contractor, in addition to deduction of penalty mentioned above, from the monthly bill of the firm or from the PBG submitted by the firm.

6.3 The AIIMS shall be entitled to deduct from the pending bills of the Contractor all such sums of money as may be claimed by the AIIMS in terms of this Agreement. Any sum of money not covered by the amount of the said bills shall be liable to be deducted from the Performance Bank Guarantee/Security Deposit of the firm.

ARTICLE-7

AMENDMENT IN SCOPE OF WORK / TERMINATION OF THE CONTRACT

7.1 If at any time after acceptance of the Tender, the AIIMS decides to abandon or reduce the scope of works for any reason whatsoever and hence not require the whole or any part the service to be rendered, the AIIMS will give notice of 30 days in writing to that effect to the Contractor and the Contractor shall have no claim to any payment or compensation or otherwise, whatsoever, on account of any profit or advantage which he might have derived from the service, had it been rendered in full, but which he did not derive in consequence of the foreclosure of the whole or part of the service. The Contractor shall however have liability to discharge the obligations under this contract during the period of the notice without any compensation from the AIIMS.

7.2 That in the event of breach of any of the terms and conditions of this contract or the work of the Contractor in the opinion of the AIIMS is not found satisfactory, or the Contractor becomes insolvent or the Contractor poses any security risk, the AIIMS shall be at liberty to terminate the contract forthwith and get the services rendered through any other agency at the risk and cost of the Contractor.
ARTICLE-8

RESERVATION
Reservation shall be applicable as per Ministry of Health & Family Welfare guidelines to AIIMS Patna. As money paid against job is public money therefore welfare policies of government ought to be adhered to. Detailed job-wise reserved positions will be informed to the contractor with the supply order. The contractor is responsible for supply of sufficient proportionate number or reserved category candidates as per demand of the Institute.

ARTICLE-9

CONDUCT OF WORKMEN DEPLOYED BY THE CONTRACTOR

9.1 Uniform: The workmen deployed by the Contractor shall be in a distinct/neat uniform of the firm with logo of the firm embossed on them.

9.2 That the Contractor’s workmen should be polite and efficient, while handling the assigned work and their actions shall promote good will and enhance the image of this office. The Contractor shall be responsible for any act of indiscipline on the part of persons deployed by him. The Contractor shall ensure proper conduct of his workman in the office premises, and prohibit consumption of alcoholic drinks, chewing of paan, gutka, smoking and loitering around without a purpose.

9.3 That the Contractor’s workmen shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements, administrative/organizational matters of a Confidential / Secret nature.

9.4 That the Contractor will ensure verification of the antecedents of his workmen from the local police and a copy of Police Verification shall be deposited with the Client.

9.5 That the AIIMS may require the Contractor to dismiss or remove from the site of work any person or persons employed by the Contractor upon the work who may be incompetent or misconducts himself and the Contractor shall forthwith comply with such requirements.

9.6 That the Contractor and the personnel employed by him in discharge of the annexed services shall observe all rules regarding security precaution as applicable within AIIMS Campus and enforced by the Security Office of AIIMS. Any breach of security would render the agreement liable to termination, in addition to any other remedies open to the AIIMS. The decision of the Director, AIIMS, in this regard would be binding on the Contractor.

ARTICLE-10

LAW

10.1 The present contract shall be considered and made in accordance to the laws of the Republic of India.

10.2 The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.

ARTICLE-11

ARBITRATION

11.1 In the event of any dispute or difference between the parties hereto, such dispute or difference shall be resolved amicably by mutual consultation or through the good offices of empowered agencies of the Client. If such resolution is not possible within 30 days of the receipt of notice by the other party of the existence of such dispute, then the unresolved
dispute or difference shall be referred to arbitration of an arbitrator to be nominated by Secretary, Department of Legal Affairs (“Law Secretary”) in terms of the Office Memorandum No 55/3/1/75-CF, dated the 19th Dec 1975 issued by the Cabinet Secretariat (Department of Cabinet Affairs), as modified from time to time. The Arbitration and Conciliation Act, 1996 (No.26 of 1996) shall not be applicable to the arbitration under this clause. The award of the Arbitrator shall be binding upon parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to Law Secretary whose decision shall bind the parties finally and conclusively.

11.2 The parties shall continue to perform their respective obligations under this contract during the pendency of the arbitration proceedings except in so far as such obligations are the subject matter of the said arbitration proceedings.

ARTICLE-12

PENALTY FOR USE OF UNDUE INFLUENCE

12.1 The Contractor undertakes that he has not given, offered or promised to give, directly or indirectly any gift, consideration, reward, commission, fees brokerage or inducement to any person in service of the AIIMS or otherwise in procuring the contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the contract or any other contract with the AIIMS for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the AIIMS. Any breach of the aforesaid undertaking by the Contractor or anyone employed by him or acting on his behalf (whether with or without the knowledge of the Contractor or the commission of any offers by the Contractor or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1947 or any other Act enacted for the prevention of corruption shall entitle the AIIMS to cancel the contract and all or any other contracts with the Contractor and recover from the Contractor the amount of any loss arising from such cancellation. A decision of the AIIMS or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Contractor.

12.2 Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Contractor towards any officer/employee of the AIIMS or to any other person in a position to influence any officer/employee of the AIIMS for showing any favour in relation to this or any other contract, shall render the Contractor to such liability/penalty as the AIIMS may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the AIIMS.

ARTICLE-13

NON DISCLOSURE OF CONTRACT DOCUMENTS

Except with the written consent of the AIIMS / Contractor, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample of information thereof to any third party.

ARTICLE-14

NOTICES

Any notice required or permitted by this contract shall be in writing in Hindi/English language and may be delivered personally or may be sent by FAX, TELEX, Cable or registered pre paid airmail, addressed to the last known address of the party to whom it is sent.
ARTICLE-15

TRANSFER AND SUB-LETTING

The Contractor has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present contract or any part thereof.

Any notice/direction given under the terms of this agreement shall be considered to be duly served if the same have been delivered to, left for or dispatched by Registered Post to the Contractor at his last known address. Any notice to be given to the AIIMS shall be considered as duly served if the same is delivered to left or dispatched by the Registered Post by the said to Director, AIIMS, Phulwarisharif, Patna, Bihar - 801505. Any notice so posted shall be prima facie proof of service at the expiration of the time in which in the ordinary course of post it would have reached the address to which it was sent.

16. That all the expenses for the preparation and execution of this deed including the stamp duty and conveyance fee shall be payable by the Contractor.

17. Signature and legal addresses of the contracting parties:

Contractor |
--- |
M/s________________________

AIIMS |
--- |
Deputy Director (Admn)
M/s________________________

In witness where of the parties here to have hereunder set their respective hands the day and the year above written.

For & on behalf of |
--- |
AIIMS, Patna

For & on behalf of |
--- |
AIIMS, Patna

Witnesses:

1.

2.
## SCHEDULE 1 OF CONTRACT AGREEMENT

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Job Description</th>
<th>No. of Job(s)</th>
<th>Eligibility Criteria</th>
<th>Remuneration (Rs.)</th>
</tr>
</thead>
</table>
| 1       | Hospital Attendant– Gr.III (Nursing Orderly)        | 25            | **Essential :-** 8<sup>th</sup> standard pass.  
**Desirable :-** (i) Experience of having worked in a Civil or Military Hospital or Medical Practitioner.  
(ii) Matriculation                                                                 | 10,000/-          |
| 2       | Office Attendant – Gr. II                           | 10            | **Essential :-** Middle School standard pass.  
**Desirable :-** Training in ‘Basic’ and ‘Regresher’ Course in Home Guards and Civil Defence.                                                                                                                   | 10,000/-          |
| 3       | Dissection Hall Attendant                           | 04            | **Essential :-** Matriculation from a recognised Board/University.  
**Desirable :-** Experience of looking in mortuary                                                                                                      | 10,000/-          |
| 4       | Hospital Attendant – Gr. III (Stretcher Bearers)    | 06            | **Essential :-** 8<sup>th</sup> standard pass.  
**Desirable :-** (i) Experience of having worked in a Civil or Military Hospital or Medical Practitionor.  
(ii) Matriculation                                                                 | 10,000/-          |
| 5       | Library Attendant - Gr. II                          | 03            | **Essential :-**  
(i) Matriculation or equivalent.  
(ii) Experience of having worked in a Library for at least 2 years.  
**OR**  
Certificate in Library Science/Librarianship from a recognised Institution.  
**Desirable:-** Knowledge of typing.                                                                                                                      | 10,000/-          |
| 6       | Data Entry Operator                                 | 01            | **Essential :-**  
(i) 12<sup>th</sup> Standard pass or equivalent  
(ii) Should possess a speed of not less than 8000 key Depressions per hour for Data Entry Work.  
**Note:-** The speed of 8000 key Depressions per hour for data entry Work is to be judged by conducting a speed test on the EDP Machine(s) by the Competent Authority. | 14,000/-          |
| 7       | Lower Division Clerk                                | 10            | **Essential :-**  
(i) 12<sup>th</sup> Standard pass or equivalent qualification from recognised Board or University.  
**OR**  
Matriculation or equivalent qualification from recognised board or university with 5 years service (regular or ad-hoc) as Lower Division Clerk in Govt. Organization/Institution.  
(ii) A typing speed of 35 w.p.m in English or 30 w.p.m. in Hindi only on computer.  
**Note:-** (35 w.p.m. and 30 w.p.m. corresponding to 10500 KDPH/9000 KDPH on an average of 5 key depression for each world.) | 14,000/-          |
<table>
<thead>
<tr>
<th>No.</th>
<th>Position</th>
<th>No. of Posts</th>
<th>Essential</th>
<th>Salary</th>
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<tbody>
<tr>
<td>8</td>
<td>Junior Warden (House Keeper)</td>
<td>02</td>
<td>Essential:</td>
<td>14,000/-</td>
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<td>(i) Matriculation from a recognised Board/University.</td>
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<td>(ii) Experience in Store Keeping/Public Relation or Estate Management for not less than 1 year.</td>
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<td></td>
<td>OR A certificate or formal training in Store Keeping/Materials Management/Public Relations/House Keeping.</td>
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<td>9</td>
<td>Accountant</td>
<td>06</td>
<td>B.Com. Preferably with experience with proficiency in handling accounts/audit account related software.</td>
<td>26,000/-</td>
</tr>
<tr>
<td>10</td>
<td>Technical Officer (Dental Technician)</td>
<td>02</td>
<td>Essential:</td>
<td>26,000/-</td>
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<td>(i) Matriculation or equivalent from a recognised University/Board.</td>
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<td>(ii) Diploma/Certificate from a recognised Institution in Dental Mechanic; or Maxillofacial prosthesis and Orthodontic appliances.</td>
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<td>(iii) Registered as Dental Hygienist/Dental Mechanic with Dental Council.</td>
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<td>Desirable:</td>
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<td>Experience in a Dental Department of a Hospital for 1 year.</td>
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<td>Note: The appointing authority shall decide on each occasion a vacancy is to be filled, the discipline in which a Diploma/Certificate is to be prescribed, depending upon the requirements.</td>
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<td>11</td>
<td>Librarian – Gr. III</td>
<td>01</td>
<td>Essential:</td>
<td>26,000/-</td>
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<td>(i) B.Sc. Degree or equivalent from a recognised University.</td>
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<td>(ii) Bachelor’s Degree or equivalent in Library Science from a recognised University or Institute.</td>
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<td>Desirable:</td>
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<td>(i) Two years’ experience of acquisition of books, periodicals, and documentation work in a library of standing or repute.</td>
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<td>(ii) Typing speed of 30 words per minute in English or 25 words per minute in Hindi.</td>
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<tr>
<td>12</td>
<td>Office Assistant</td>
<td>05</td>
<td>Graduate or equivalent from a recognised University or Institute.</td>
<td>26,000/-</td>
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<tr>
<td>13</td>
<td>PA</td>
<td>06</td>
<td>Essential:</td>
<td>26,000/-</td>
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<td>(i) Stenographers with 5 years of regular/ad-hoc service in the grade.</td>
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<td>(ii) Speed of 100 w.p.m. in Stenography (Engligh/Hindi)</td>
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<td>(iii) 12th class pass or equivalent qualification from a recognised Board or University.</td>
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<td></td>
<td>OR Matriculation or equivalent qualification from a recognised board or university with 5 years service (regular or ad-hoc) as Stenographer in Govt. Organization/Institution.</td>
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<td>No.</td>
<td>Position</td>
<td>No. of Posts</td>
<td>Essential:</td>
<td>Desirable:</td>
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<tr>
<td>14</td>
<td>Technical Assistant (ENT) / Audiometry Tech. (ENT)</td>
<td>01</td>
<td>B.Sc. Degree in Speech and Hearing from a recognised Institution/University.</td>
<td>(i) B.Sc.(Hons.) in Speech and Hearing (ii) Clinical experience in a hospital (ENT)</td>
</tr>
<tr>
<td>15</td>
<td>Asst. Store Officer</td>
<td>02</td>
<td>Master’s Degree in Economics/Commerce/Statistics. (ii) Three years’ experience in handling stores, preferably medical stores in Govt. Public or Private Sector.</td>
<td>(i) Bachelor’s Degree in Economics/Commerce/Statistics. (ii) Post-graduate Degree/Diploma in Material Management of a recognised University/Institution or equivalent. (iii) Three years experience in handling stores, preferably medical stores in Govt., Public or Private Sector.</td>
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<tr>
<td>16</td>
<td>System Analyst</td>
<td>01</td>
<td>M.E/M.Tech.(Computer Science/Computer Engg.) (ii) Ph.D. (Computer Science/ Computer Engg.) with 5 years relevant experience or ME/M.Tech. (Computer Engg.) with 7 years relevant experience;</td>
<td>( \text{OR} ) ( \text{BE/B.Tech.(Computer Science/Computer Engg.) with 10 years relevant experience.} )</td>
</tr>
<tr>
<td>17</td>
<td>Medical Social Service Officer - Gr. II</td>
<td>02</td>
<td>Master’s Degree in Social Work from a recognised University/Institution. (ii) Experience in the line with 5 Welfare or Health Agency, preferably dealing with Medical/Public Health Service.</td>
<td>Specialization, by experience or qualification or training in Medical Social Work including psychiatric services.</td>
</tr>
<tr>
<td>18</td>
<td>Programmer (Data processing Asst.)</td>
<td>02</td>
<td>BE/B.Tech (Computer Science/Computer Engineering) ( \text{OR} ) Post-graduation in Science/ Maths etc. ( \text{OR} ) Post-graduation in computer Application.</td>
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</tr>
<tr>
<td>19</td>
<td>Driver (Ordinary Grade)</td>
<td>06</td>
<td>Valid Driving License for driving heavy vehicles. Knowledge of Motor Mechanism Experience 3 years.</td>
<td>( 8^\text{th} ) passed 3 years service as Home Guard/Civil Volunteer.</td>
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<tr>
<td>No.</td>
<td>Designation</td>
<td>Vacancies</td>
<td>Essential:</td>
<td>Salary</td>
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<tr>
<td>20</td>
<td>Technician (OT)</td>
<td>15</td>
<td><strong>Essential:</strong>&lt;br&gt;B.Sc. in OT Technology&lt;br&gt;OR&lt;br&gt;12&lt;sup&gt;th&lt;/sup&gt; Class pass with science, +5 years regular/ad-hoc service in the grade of O.T.A. at AIIMS</td>
<td>26,000/-</td>
</tr>
<tr>
<td>21</td>
<td>Technician Radiology Gr. II</td>
<td>04</td>
<td>B.Sc. (Hons.) in Radiography or B.Sc. Radiography 3 years course from a recognised University/Institution.</td>
<td>26,000/-</td>
</tr>
<tr>
<td>22</td>
<td>Technician Radiotherapy Gr. II</td>
<td>02</td>
<td><strong>Essential:</strong>&lt;br&gt;(i) 12&lt;sup&gt;th&lt;/sup&gt; with Science Subjects or equivalent from a recognised Board/University.&lt;br&gt;(ii) Diploma (2 years course) in Radiology/Radiotherapy Techniques from a recognized Institution.&lt;br&gt;(iii) 1 year experience as Radiographer/Radiotherapy Technician.&lt;br&gt;OR&lt;br&gt;B.Sc. (Hons.) (3 years course) in Radiology/Radiotherapy from a recognised Institution.</td>
<td>26,000/-</td>
</tr>
<tr>
<td>23</td>
<td>Physiotherapist</td>
<td>02</td>
<td><strong>Essential:</strong>&lt;br&gt;(i) Inter (Science)&lt;br&gt;(ii) Degree in Physiotherapy.&lt;br&gt;(iii) 4 years of regular/ad-hoc service in the grade of Jr. Physiotherapist.</td>
<td>26,000/-</td>
</tr>
<tr>
<td>24</td>
<td>Occupational Therapist</td>
<td>02</td>
<td><strong>Essential:</strong>&lt;br&gt;(i) Inter (Science)&lt;br&gt;(ii) Degree in Occupational Therapy.&lt;br&gt;(iii) 4 years of regular/ad-hoc service in the grade of Jr. Occupational Therapist.</td>
<td>26,000/-</td>
</tr>
<tr>
<td>25</td>
<td>Junior Engineer (Civil)</td>
<td>01</td>
<td><strong>Essential:</strong>&lt;br&gt;(i) Should be a retired government servant from CPWD after holding analogous post.</td>
<td>26,000</td>
</tr>
<tr>
<td>26</td>
<td>Junior Engineer (Elec)</td>
<td>01</td>
<td><strong>Essential:</strong>&lt;br&gt;(i) Should be a retired government servant from CPWD after holding analogous post.</td>
<td>26,000</td>
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<tr>
<td>27</td>
<td>Assistant Account Officer</td>
<td>02</td>
<td><strong>Essential:</strong>&lt;br&gt;(i) Should be a retired government servant from central government or state government after holding analogous post.</td>
<td>27,000</td>
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</table>

*Resident Doctors may also be taken from the agency on outsourced basis.*
This is to certify that M/s _____________________________ has provided the services of
_______(Number) _____________ (designation), _____ (Number) _____________
(designation) ........... and ________ (Number) _____________ (designation)___________
in Ministry/Department/Office of ____________________ (Building Name) during the
period ______ to _______. The monthly rates for each category were as follows:

(a)
(b)
(c)

The performance of the company was found to be satisfactory and it was able to render the
services as per contractual obligations.

(Name of Officer)
Designation

Signature of authorized person

Date:

Place:

Seal
ANNEXURE “5”

DETAILS OF SIMILAR WORKS EXECUTED DURING THE LAST 3 (THREE) YEARS

Name of the Agency......................................................

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name of Organisation</th>
<th>Description of Contract</th>
<th>No. of Persons Outsourced</th>
<th>Date of issue of work order</th>
<th>Value</th>
<th>Date of completion</th>
<th>Continuing (YES/NO)</th>
<th>Supporting document attached at pg. no. ___ of technical bid</th>
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DECLARATION

From:-
M/s........................................
...........................................
...........................................

To

Deputy Director (Admn),
All India Institute of Medical Sciences,
Medical College Building,
Phulwarisharif, Patna – 801505

1. I, ______________________________Son / Daughter / Wife of
   Shri_____________________________ Proprietor/Director authorized signatory of the
   agency/Firm, mentioned above, is competent to sign this declaration and execute
   this tender document;

2. I have carefully read and understood all the terms and conditions of the tender and
   undertake to abide by them;

3. The information / documents furnished along with the above application are true
   and authentic to the best of my knowledge and belief. I / we, am / are well aware of the fact
   that furnishing of any false information / fabricated document would lead to rejection of my
   tender at any stage besides liabilities towards prosecution under appropriate law.

4. I/We further undertake that none of the Proprietor/Partners/Directors of the
   Agency/agency was or is Proprietor or Partner or Director of any Agency with whom the
   Government have banned /suspended business dealings. I/We further undertake to report
   to the Deputy Director (Admn), AIIMS, Patna immediately after we are informed but in any
   case not later 15 days, if any Agency in which Proprietor/Partners/Directors are Proprietor
   or Partner or Director of such a Agency which is banned/suspended in future during the
   currency of the Contract with you.

Yours faithfully,

(Signature of the Bidder)

Date:                      Name:

Place:                    Designation

Seal of the Agency        Address:
BANK GUARANTEE FORM FOR EMD

Whereas ________________________________ (hereinafter called the “Bidder”) has submitted its quotation dated _________________ for the supply of ______________________________ (hereinafter called the “tender”) against the purchaser’s tender enquiry No.____________________________ Know all persons by these presents that we ______________________________ of ______________________________ have our registered office at ______________________________ are bound unto ______________________________ (hereinafter called the “Purchaser”) in the sum of ______________________________ for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this __________ day of _______ 20____.

The conditions of this obligation are:

1) If the Bidder withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.

2) If the Bidder having been notified of the acceptance of his tender by the Purchaser during the period of its validity:

   a) fails or refuses to furnish the performance security for the due performance of the contract,
   or,

   b) fails or refuses to accept/execute the contract,
   or

   c) if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged.

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition(s).

This guarantee will remain in force for a period of 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the authorised officer of the Bank)

Name and designation of the officer

Seal, name & address of the Bank and address of the Branch
FORMAT FOR BANK GUARANTEE TOWARDS PERFORMANCE SECURITY

(To be executed by any scheduled bank, on a non-judicial stamp paper under bank’s covering letter mentioning address of the bank)

To,
All India Institute of Medical Sciences, Patna
Phulwarisharif, Patna - 801505

In consideration of All India Institute of Medical Sciences, Patna [hereinafter referred to as AIIMS’, which expression unless repugnant to the context and meaning thereof shall include its successors and assigns] having agreed to exempt M/s_________________________________________________ [hereinafter referred to as ‘supplier /contractor’ which expression unless repugnant to the context and meaning thereof shall include its successors and assigns] from depositing with AIIMS a sum of Rs._____________ (Rupees ______________________) towards security / performance guarantee in lieu of the said contractor having agreed to furnish a bank guarantee for the said sum of Rs. ________________ (Rupees ____________________) as required under the terms and conditions of contract / work order no _______ dated _______________ [ hereinafter referred as the order’] placed by AIIMS on the said supplier /contractor. We,________________ the bank [hereinafter referred to as ‘the bank’ which expression shall include its successors and assigns] do hereby undertake to pay AIIMS an amount not exceeding Rs. ________________ (Rupees ____________________) on the demand made by AIIMS on us due to a breach committed by the said supplier /contractor of the terms and conditions of the contract /order.

1. We________________ the bank hereby undertake to pay the amount under the guarantee without any demur merely on a demand from AIIMS stating that there is a breach by the supplier / contractor of any of the terms and conditions contained in the order or by the reasons of the supplier’s / contractor's failure to comply with the terms and conditions as stipulated in the order or amendment(s) thereto. The demand made on the bank shall be conclusive as to the breach of the terms and conditions of the order and as regard to the amount due and payable by the bank under this guarantee, notwithstanding any dispute or disputes raised by the said supplier / contractor regarding the validity of such breach and we agree to pay the amount so demanded by AIIMS without any demur. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.____________________ (Rupees ____________________).

2. We, the bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said order and that it shall continue to be enforceable till the dues of AIIMS under or by virtue of the said order have been fully paid and its claim satisfied or discharged or till AIIMS certifies that the terms and conditions of the order have been fully and properly carried out by the supplier / contractor and accordingly discharge the guarantee.
3. We the bank, undertake to pay to AIIMS any money so demanded notwithstanding any dispute or disputes raised by the said supplier / contractor in any suit or proceedings pending before any court or tribunal relating thereto as our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the said supplier / contractor shall have no claim against us for making such payment.

4. We ________________ the bank further agree that AIIMS shall have full liberty, without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the order / contract or to extend time of performance by the said supplier / contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the AIIMS against the said supplier / contractor and to forbear or enforce any of the terms and conditions relating to the order and shall not be relieved from our liability by reason of any such variation or extension being granted to the said supplier / contractor or for any forbearance, act or omission on the part of AIIMS or any indulgence by AIIMS to the supplier / contractor or by any such matter or thing whatsoever which under the law relating to sureties would but for this provisions have effect of so relieving us.

5. Our liability under this guarantee is restricted to Rs. ________________ (Rupees ________________) and shall remain in force up to __________ unless demand or claim under this guarantee is made on us in writing within 6 months from the date of expiry viz. __________. We shall be discharged from all liabilities under this guarantee thereafter.

6. This guarantee will not discharge due to change in the constitution in the bank or the said supplier / contractor.

7. The bank hereby agrees to address all the future correspondence in regard to this bank guarantee to The Deputy Director (Admn), All India Institute of Medical Sciences, Patna.

8. We, ________________ the bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the AIIMS in writing.

Signed on the _________________ day of ________________

__________________________
Signature

For the Bank

Witness:________________________
Name(s) & Designation(s)

Name & Address