Advertised Tender Enquiry
FOR
PROVIDING MANPOWER ON JOB OUTSOURCING BASIS
AT
TRAUMA CENTRE, JAWAHARLAL NEHRU MEDICAL COLLEGE & HOSPITAL, A.M.U., ALIGARH

<table>
<thead>
<tr>
<th>NIT No.</th>
<th>Tender Enquiry No. 08/Manpower/2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>NIT Issue Date</td>
<td>20.08.2018</td>
</tr>
<tr>
<td>Pre-Bid Meeting</td>
<td>30.08.2018 at 1:00 PM</td>
</tr>
<tr>
<td>Last date of submission of Bid</td>
<td>12.09.2018 at 12:30 PM</td>
</tr>
<tr>
<td>Bid opening date</td>
<td>12.09.2018 at 3:30 PM</td>
</tr>
<tr>
<td>Venue of meeting</td>
<td>Office of the Medical Superintendent</td>
</tr>
<tr>
<td>Tender Cost</td>
<td>Rs. 5000/-</td>
</tr>
<tr>
<td>EMD Amount</td>
<td>Rs. 5,00,000/-</td>
</tr>
</tbody>
</table>

Tender documents may be downloaded from the university web site www.amu.ac.in

Aligarh Muslim University Aligarh
Office of the Medical Superintendent
JN Medical College Hospital
AMU Aligarh 202002
Email: jnmedicalpurchase@gmail.com
Tender Enquiry No. 08/Manpower/2018

TENDER NOTICE
FOR PROVIDING MANPOWER ON OUTSOURCE BASIS AT TRAUMA CENTRE, J.N. MEDICAL COLLEGE HOSPITAL, A.M.U., ALIGARH

Tenders in sealed cover are invited under two-bid system from reputed, experienced and financially sound Manpower Agencies for providing manpower on outsource basis at Trauma Centre, J.N. Medical College Hospital, Aligarh Muslim University, Aligarh.

The interested agencies are required to submit the technical bid (qualifying bid) and financial bid separately. The bids in Sealed Cover-I containing “Technical Bid” and Sealed Cover-II containing “Financial Bid” should be placed in a third sealed cover super scribed “Tender for Providing Manpower on Job Outsourcing Basis at J.N. Medical College Hospital, AMU Aligarh” be submitted along with the required essential documents at the office of “Medical Superintendent, J.N. Medical College Hospital, A.M.U., Aligarh – 202002 on or before 12.09.2018 by 12.30 PM. The bid received after due date and time will not be entertained whatsoever may be the reason. The technical bids shall be opened on the same day at 3:30 PM at J.N. Medical College Hospital, A.M.U., Aligarh. In the event of any of the above mentioned date being declared as a holiday / closed day, the tenders will be opened on the next working day at the appointed time. The date of technical evaluation of items and opening of financial bid of technically qualified agencies will be announced later.

The bid security (EMD) of Rs.5,00,000/- (Rupees Five Lacs only) should be paid by Demand Draft in favour of the Finance Officer, AMU Aligarh payable at Aligarh. The Tender Documents are not transferable. Tender submitted without cost of Tender form will be summarily rejected.

The tender document containing eligibility criterion, scope of work, terms & conditions and draft agreement etc. can be downloaded from website www.amu.ac.in.

MEDICAL SUPERINTENDENT
J.N. Medical College Hospital,
A.M.U., Aligarh
Medical Superintendent
J.N. Medical College Hospital
A.M.U., Aligarh
1. The Bidder should be a legally registered entity in India, Registered as Manpower Supply Agency for last 05 years as on ______________. The Bidder may be a Partnership firm/ Limited Company, Corporate body legally constituted, who possess the required licenses, registrations etc.

2. The Bidder must have minimum 03 years experience of working with continuous supply of not less than 200 manpower in a single work order in one Govt. Medical College Hospital/500 bedded Govt. Hospital.

3. The Company/Firm/Agency must have minimum average Annual Turnover of last three Financial Years from manpower Supply (2015-16, 2016-17, 2017-18) should be atleast 05 crores duly verified by the C.A.

4. Must submit ECR & Deposit Chalan of atleast 200 average number of Manpower per month for whom Provident Fund deposited for the Financial year 2017-18.

5. The Bidder should not be blacklisted by Central/State Government Department of India. There should be no case pending with the Police against the Firm/Company. (Affidavit must be attached).

6. The registered office or one of the branch offices of the manpower service provider should be located within the jurisdiction of J.N. Medical College Hospital, A.M.U., Aligarh. If at the time of bidding such office at J.N. Medical College Hospital, A.M.U., Aligarh is not available, the successful bidder must open his office within 15 days after the issue of work order.

7. The Bidder has their own Bank Account & should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts.

8. The bidder must have valid Labour License issued by Labour Commissioner for providing Manpower in Services Sector/Industries/Government Departments.

9. The bidder must mention/provide the following documents/details of the Company/Firm in the Technical Bid:
   i) EPF Registration
   ii) ESI Registration
   iii) G.S.T. Registration
   iv) ISO Registration
   v) Shop & Commercial License

10. The Company/Firm/Agency having experience in Central Govt. Residential University Hospitals will be preferred.

Note:
1. Above eligibility criteria is compulsory for all bidders to be qualified for the technical bid.
2. Self attested documents in support above criteria are required.
# APPLICATION - TECHNICAL BID
(In Separate sealed cover-i super scribed “Technical Bid”)

<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Particulars</th>
<th>Document Attached (YES/NO)</th>
<th>Page No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Name &amp; Address of the Bidder/Tenderer / Organization / Agency with phone Number, email, telephone/mobile number of contract person.</td>
<td>Mention in Letter head</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Name of Proprietor/Partner/Director</td>
<td>Mention in Letter head</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Experience in the work of providing Manpower Services: The Bidder must have minimum 03 years experience of working with continuous supply of not less than 200 manpower in a single work order in one Govt. Medical College Hospital/500 bedded Govt. Hospital.</td>
<td>Attached detail of related work experience as Annexure A.</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>The Bidder should be a legally registered entity in India, Registered as Manpower Supply Agency for last 03 years as on 31.03.2018. The Bidder may be a Partnership firm/ Limited Company, Corporate body legally constituted, who possess the required licenses, registrations etc.</td>
<td>Submit relevant documents</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Set-up of Agency (Please mention detail of managerial, supervisory and other staff, indicate the number of muster roll of staff available for performing the services.</td>
<td>Submit relevant documents</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Details of Turnover/Business from Manpower</td>
<td>As Annexure B</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Is the establishment registered with the Government</td>
<td>Submit relevant document</td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Undertaking of the agency confirming the availability of the adequate manpower of requisite qualification and experience for deployment in J.N. Medical College Hospital, A.M.U., Aligarh</td>
<td>Affidavit must be attached</td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>The Bidder has their own Bank Account &amp; should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts.</td>
<td>Submit relevant documents</td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>The bidder must have valid Labour License issued by Labour Commissioner for providing Manpower in Services Sector/Industries/ Government Departments.</td>
<td>Submit relevant documents</td>
<td></td>
</tr>
<tr>
<td>12.</td>
<td>The bidder must mention/provide the following documents/details of the Company/Firm in the Technical Bid:</td>
<td>Submit relevant documents</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- EPF Registration</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>- ESI Registration</td>
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<td></td>
<td>- G.S.T. Registration</td>
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<td></td>
<td>- ISO Registration</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>- Shop &amp; Commercial License</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Pan No. of Company</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13.</td>
<td>Are you governed by minimum wages rules of the Govt. of India? If yes, please give details.</td>
<td>Submit relevant documents</td>
<td></td>
</tr>
</tbody>
</table>

Signature of Bidder ..........................................................
<table>
<thead>
<tr>
<th></th>
<th>Details of the bid security (EMD) for Rs.5,00,000/- (Five Lacs) FDR/DD Date: Payable at: Aligarh</th>
<th>Submit DD</th>
</tr>
</thead>
<tbody>
<tr>
<td>14.</td>
<td>Detail of cost of Tender for Rs.5,000/- (Five thousand) DD No: Date: Payable at: Aligarh</td>
<td>Submit DD</td>
</tr>
<tr>
<td>15.</td>
<td>Please mention total number of pages in the tender document.</td>
<td></td>
</tr>
<tr>
<td>16.</td>
<td>PAN</td>
<td>Please attach certificate copy</td>
</tr>
<tr>
<td>17.</td>
<td>Trade License No.</td>
<td>Please attach certificate copy</td>
</tr>
<tr>
<td>18.</td>
<td>Service Tax Registration No.</td>
<td>Please attach certificate copy</td>
</tr>
<tr>
<td>19.</td>
<td>Give your own Bank Account &amp; Bank Details (copy of Bank Statement is also attached).</td>
<td>Submit relevant documents</td>
</tr>
<tr>
<td>20.</td>
<td>Acceptance of terms &amp; conditions attached (Yes/No). Whether each page of NIT and its annexure have been signed and stamped.</td>
<td>Please sign each page of terms &amp; conditions as token of acceptance and submit as part of tender document with technical bid. Otherwise your tender will be rejected.</td>
</tr>
<tr>
<td>22.</td>
<td>Please submit a notarised affidavit on Indian Non judicial stamp paper of Rs.10/- that no case is pending with the police against the Company/Firm/Agency. Indicate any convictions in the past against the Company/firm/partner. Please also declare that the Company/Firm/Agency has never been black listed by any organization.</td>
<td></td>
</tr>
<tr>
<td>23.</td>
<td>Please submit registered office/branch offices details at Aligarh (copy of relevant documents is also attached), if not please submit Undertaking open his office within 15 days after the work order issued.</td>
<td></td>
</tr>
</tbody>
</table>

Note:

i. Page number/serial number be given to each & every page of Tender Documents and photocopies of attested documents be attached.

ii. In case of non-fulfilment of any of the above information/document(s), tender will be summarily rejected without giving any notice.

(Dated Signature of the Tenderer with stamp of firm)

Signature of Bidder
1. Name of Tendering Manpower Service Provider:

2. Rate per person per month (8 hours per day) inclusive of all statutory liabilities, taxes, levies, etc:

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name of Man Power</th>
<th>Consolidated maximum package</th>
<th>Monthly distribution of package</th>
<th>Take home Remuneration of employee</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>(Name of the Post)</td>
<td>As per Annexure C</td>
<td>(as per norm) @ % of column No B</td>
<td>To be quoted by service provider</td>
</tr>
</tbody>
</table>

- D is a column where service provider agency has to fill that how much % of consolidated maximum package he will charge every month against each post. This is basically a part of financial bid to be compared to decide L1.
- G is a column, where the take home remuneration amount will be calculated as per mentioned formula.
- TDS will be deducted as per Govt. norms.
- Bid in Zero / Negative percent charges will not be accepted.
**Tender Enquiry No. 08/Manpower/2018**

**APPLICATION - FINANCIAL BID**

**Table - 2**

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Type of Man Power</th>
<th>Maximum Package for post mentioned</th>
<th>Service provider charges.-to be quoted by bidder, @ % of column no B</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>A</td>
<td>B</td>
<td>C</td>
</tr>
<tr>
<td>S.No</td>
<td>As per Annexure C</td>
<td>As per Annexure C</td>
<td></td>
</tr>
</tbody>
</table>

- L-1 will be decided by Column C. Bidder quoting lowest in Column C will be treated L-1

Date:  
Signature of authorized person  
Full Name:  
Seal:

**Notes:**

1. The total rates quoted by the tendering agency should be inclusive of all statutory/taxation liabilities in force at the time of entering into the contract.

2. The payment shall be made on conclusion of the calendar month only on the basis of number of working days which have been performed by each manpower.

3. Employer’s contributions like ESI & EPF etc. wherever applicable shall be borne by J.N. Medical College Hospital, AMU, Aligarh

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*Signature of Bidder* ...........................................

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Terms and Conditions

GENERAL CONDITIONS:

1. All the pages of the tender should be signed by the owner of the Company/Firm/Agency or his Authorized signatory. In case the tenders are signed by the Authorized signatory, a copy of the power of attorney/authorization may be enclosed along with the technical bid. A copy of the terms & conditions with signature on each page must be submitted with the technical bid as token of acceptance of terms & conditions.

2. All entries in the tender form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. No overwriting or cutting is permitted in the Financial Bid Form. In such cases, the tender shall be summarily rejected. However, in the Technical Bid application there are cuttings, if any, must be signed by the person authorized to sign the tender bids.

3. To assist in the analysis, evaluation and computation of the bids, the Competent Authority, may ask bidders individually for clarification of their bids. The request for clarification and the response shall be in writing but no change in the price or substance of the bid offered shall be permitted.

4. Bid submitted by the Bidder shall remain valid for acceptance for a period of 90 days from the date of opening of the Bd. Bidders shall not be entitled for any variation in quoted rates and withdrawal of tender on any ground by successful bidder shall be entertained.

5. The persons deployed by the Company/Firm/Agency should be properly trained, having requisite qualifications & experience and skills in the relevant field.

6. The full particulars of the personnel to be deployed by the Agency including their names, addresses and identity proof shall be furnished to the Medical Superintendent, J.N. Medical College Hospital, A.M.U., Aligarh along with testimonials before they are actually deployed for the job.

7. The day-to-day functioning of the services shall be carried out in consultation with and under direction of the Medical Superintendent, J.N. Medical College Hospital, A.M.U., Aligarh. Proposals for efficient functioning shall be discussed, considered and implemented from time to time by the agency with approval of Medical Superintendent, J.N. Medical College Hospital, A.M.U., Aligarh or other competent authority.

8. The Agency shall arrange to maintain the daily shift-wise attendance record of the personnel deployed by it showing their arrival and departure time. Medical Superintendent, J.N. Medical College Hospital, A.M.U., Aligarh has the right to depute a team for inspecting and verifying the documents and records maintained by the agency at any time.

9. The local representative will also maintain the muster roll, the wages / payment register and other documents as provided in the Contract Labour Act. The Company/Firm/Agency shall provide necessary undertaking and documentary evidence in this regard.

10. A local representative of Company/Firm/Agency shall be in-charge of the manpower system and shall be responsible for the efficient rendering of the service under the contract. The local representative will ensure proper conduct by the deployed personnel and prohibition of alcoholic / any form of tobacco consumption etc. The personnel shall work under directives and guidance of the Medical Superintendent, J.N. Medical College Hospital and will be answerable to the Medical Superintendent. This will, however, not diminish in any way, the Company/Firm/Agency’s responsibility under the contract to the J.N. Medical College Hospital, A.M.U., Aligarh.

11. In the event of any personnel being on leave/absent, the Company/Firm/Agency shall ensure suitable alternative arrangement to make up for such absence. To meet such eventualities the agency shall make provision for leave reserve.

Signature of Bidder ...........................................
12. Senior level Executive of the Company/Firm/Agency shall visit J.N. Medical College Hospital, A.M.U., Aligarh at least once in a month and review the service performance of its personnel. During the monthly visit, Company/Firm/Agency’s representative will also meet the Medical Superintendent / Additional Medical Superintendent of the J.N. Medical College Hospital, A.M.U., Aligarh dealing with service under the contract for mutual feedback regarding work performed by his personnel & removal of deficiencies, if any, observed in their working. The responsibility of transportation, food & other essential requirements in respect of each deployed personnel will be solely with the Company/Firm/Agency. The Agency will strictly ensure that any sensitive/confidential nature of information related to the organization is not divulged or disclosed to any person by the personnel deployed by it.

13. The bid security (EMD) without interest shall be returned to the unsuccessful bidders after finalization of contract. The EMD shall be forfeited if successful bidder fails to undertake the work or fails to comply with any of the terms & conditions of the contract.

DURATION OF ASSIGNMENT/CONTRACT AND ITS RENEWAL :-

1. The contract/agreement would be signed for a period of 2 years from the date of execution of agreement with a clause of extension at the end of 2nd year unless it is curtailed or terminated by the authority owing to deficiency of service, Sub-standard quality of manpower deployed, breach of contract etc. Upon satisfactory performance, extension would be provided for another one year on the request of Service Provider made in writing atleast 03 (Three) months before the date of expiry of the initial / first period of contract/agreement.

2. Each renewal of Contract/Agreement shall be made on the same terms and conditions on which the initial Contract/Agreement shall be entered into. The wages will be based on current central minimum wages to fulfil all the legal criteria. It will be revised automatically as per Labour Department (Central) GO.

FINANCIAL:

1. As a guarantee towards due performance and compliance of the contract work, the successful bidder has to deposit Rs. 5,00,000/- Security Deposit in favour of the “Finance Officer, AMU Aligarh” drawn on any Nationalised Bank and payable at Aligarh. Bank Guarantee Bond of a nationalised bank in the prescribed format is also acceptable in this regard. Security deposit will remain valid for the period of sixty (60) days beyond date of completion of all contractual obligations of the agency including statutory obligations.

2. The bidder should submit a demand draft of Rs. 5000/- (Five Thousand) towards non-refundable tender fee, drawn in favour of “The Finance Officer, A.M.U., Aligarh payable at Aligarh.” In the absence of tender cost, the tender will not be accepted.

3. The Manpower Service Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by the Department or Office concerned in respect of the persons deployed and submit the same to the Medical Superintendent, JN Medical College Hospital, A.M.U., Aligarh in the first week of the succeeding month and the Company/Firm/Agency will pay monthly remuneration to the workers within a week after receiving the payment from the J.N. Medical College Hospital.

4. The Service Charges payable to the agency in providing the requisite manpower will be in claimed percentage of the total monthly wages payable to the manpower. In this regard, total monthly wages will be on the basis of actual deployment of manpower during the month.

LEGAL:

1. The decision of the Medical Superintendent, J.N. Medical College Hospital, A.M.U., Aligarh in regard to interpretation of the Terms & Conditions and the Agreement shall be final and binding on the Agency.

2. After evaluation, the work shall be awarded normally to the Company/Firm/Agency fulfilling all the applicable as per Labour Law/provisions stated referred to for adherence in the tender. In case two or
more agencies are found to have quoted the same rates, the Medical Superintendent, J.N. Medical College Hospital, A.M.U., Aligarh will decide about the Company/Firm/Agency to which the offer shall be granted based on the report on the past performance of the firm, and length of experience etc. such decision of the authority shall be final. The Medical Superintendent, JNMCH, AMU Aligarh has discretionary right to award on the same rate parallel contract to the next eligible agency, in case, the agency with lowest rate at any stage after award of contract fails to perform successfully/satisfactorily.

3. The Medical Superintendent, J.N. Medical College Hospital, A.M.U., Aligarh reserves the right to accept or reject any or all bids without assigning any reasons. The Medical Superintendent, J.N. Medical College Hospital, A.M.U., Aligarh also reserves the right to reject any bid which in his opinion is non-responsive or violating any of conditions/specifications without any liability to any loss whatsoever it may cause to the bidder in the process.

4. The Agency/Manpower Service Provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this Agreement to any other agency or organization by whatever name be called at any circumstances.

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

6. The Medical Superintendent, J.N. Medical College Hospital, A.M.U., Aligarh reserves right to terminate the initial contract without assigning any reason thereof at any time after giving two months notice to the selected service providing Company/Firm/Agency.

7. The number and arrangement of deployment of the manpower is without prejudice the right of the Administration at J.N. Medical College Hospital, A.M.U., Aligarh to deploy the personnel in any other number or manner considered to be more suitable in the interest of the J.N. Medical College Hospital, A.M.U., Aligarh.

8. The manpower that is posted to work in the different areas of J.N. Medical College Hospital, A.M.U., Aligarh will have to follow the schedule as per the requirement of the operational area. They may also be posted to work in shift as per the institute’s requirements. No extra payment will be made on this account.

9. The persons deployed by the service providing Agency/Firm/Company shall not claim nor shall be entitled to pay perks and other facilities admissible to adhoc, regular/confirm employees of the A.M.U., Aligarh during or after expiry of the contract.

10. In case of termination of the contract on its expiry or otherwise, the persons deployed by the service providing Agency shall not be entitled to and will have no claim, for any absorption nor for any relaxation for absorption in the regular/other capacity at the Institute.

11. The Agency/Manpower Service Provider/Tenderer will be bound by the details furnished by it to this hospital, while submitting the tender or at subsequent stage. In case, any of such documents furnished by it is found to be false at any stage, it would be deemed to be a breach of terms of contract making it liable for legal action besides termination of contract.

12. The Agency shall ensure fulfilment of qualifications (academic/professional), skills, experience, age limit and other engagement conditions as tabulated above. The Agency will get their antecedents, Police verification/Identity proof, character & conduct and medical health suitability verified.

13. The Agency shall not deploy or the person(s) deployed by the Agency can be discontinued or terminated at any time without any reason assigned if desired by the Medical Superintendent, J.N. Medical College Hospital, A.M.U., Aligarh.

14. The Agency shall ensure any replacement of the personnel as required by the Medical Superintendent, J.N. Medical College Hospital, A.M.U., Aligarh. If the agency wishes to replace any of the personnel, the same shall be done with prior concurrence of the Medical Superintendent / Additional Medical Superintendent of the J.N. Medical College Hospital, A.M.U., Aligarh at Agency’s own cost.

Signature of Bidder ...........................................
15. The Agency shall provide reasonably good uniform, name badges with Photo Identity Cards to its personnel deployed at J.N. Medical College Hospital, A.M.U., Aligarh at its own cost and ensure that these cards are to be constantly displayed, maintained in good condition and their loss should be reported immediately. Entry permit for particular Building/Block, where the personnel is actually deployed, shall be issued by Medical Superintendent, J.N. Medical College Hospital, A.M.U., Aligarh. Incidentally for the respective categories of manpower shall be borne/ supplied by the Agency at its cost.

16. The Agency shall ensure that the personnel deployed by it are disciplined and do not participate in any activity prejudicial to the interest of the J.N. Medical College Hospital, A.M.U., Aligarh/Govt. of India/any State or any Union Territory.

17. The Agency shall be solely responsible for compliance to the provisions of various Labour and Industrial laws, such as, wages, allowances, compensations, EPF, Bonus. Gratuity, ESI etc. relating to personnel deployed by it at J.N. Medical College Hospital, A.M.U., Aligarh site or for any accident caused to them and the J.N. Medical College Hospital, A.M.U., Aligarh shall not be liable to bear any expense in this regard. The Agency shall make payment of wages to workers engaged by it by the stipulated date irrespective of any delay in settlement of its bill by the Medical Superintendent, J.N. Medical College Hospital, A.M.U., Aligarh for whatever reason. The Agency shall also be responsible for the insurance of its personnel. The Agency shall specifically ensure compliance of various Laws / Acts, including but not limited to with the following and their re-enactments / amendments / modifications:-

a) The Payment of Wages Act 1936
b) The Employees Provident Fund & MP Act, 1952
c) The Contract Labour (Regulation) Act, 1970
d) The Payment of Bonus Act, 1965
e) The Payment of Gratuity Act, 1972
f) The Employees State Insurance Act, 1948
g) The Employment of Children Act, 1938
h) The Motor Vehicle Act, 1988
i) Minimum Wages Act, 1948

18. In case of any theft or pilferages, loss or other offences, the agency will investigate and submit a report to the Medical Superintendent, J.N. Medical College Hospital, A.M.U., Aligarh and maintain liaison with the Proctor, A.M.U. and the Medical Superintendent, J.N. Medical College Hospital, A.M.U., Aligarh, wherever necessary. If need be, joint enquiry comprising of both the parties shall be conducted and responsibility fixed.

19. The agency shall ensure that staff appointed by them is fully loyal to the Medical Superintendent, J.N. Medical College Hospital, A.M.U., Aligarh during normal periods as well as during other emergencies for the protection of personnel and property both moveable and immoveable to the entire satisfaction of the Medical Superintendent, J.N. Medical College Hospital, AMU Aligarh.

20. In case of any loss that might be caused to J.N. Medical College Hospital, A.M.U., Aligarh due to lapse on the part of the personnel discharging their responsibilities will be borne by the Company/Firm/Agency. In this connection, Medical Superintendent, J.N. Medical College Hospital, A.M.U., Aligarh shall have the right to deduct appropriate amount from the bill or from the Performance Bank Guarantee submitted by the contracting agency to make good such loss to J.N. Medical College Hospital, A.M.U., Aligarh besides imposition of penalty. In case of frequent lapses on the part of the personnel deployed by the agency, Medical Superintendent, J.N. Medical College Hospital, A.M.U., Aligarh shall, within its right, terminate the contract forthwith or take any other action without assigning any reason whatsoever. Such penalties/termination shall be binding on the agency.

21. As and when Medical Superintendent, J.N. Medical College Hospital, A.M.U., Aligarh requires additional manpower strength on temporary or emergent basis, the Agency will depute such personnel under the same terms and conditions. Similarly, if the personnel deployed by the Agency at any time found absent from duty or sleeping or found engaged in irregular activities, the Medical Superintendent, JN Medical College Hospital, AMU, Aligarh shall deduct requisite amount at the pro-rata rates from the bill of the agency besides imposition of penalty for non-observance of the terms of contract.
22. The Medical Superintendent, J.N. Medical College Hospital, A.M.U., Aligarh shall pay the agreed amount on production of monthly bill (in duplicate) for the amount due towards services rendered during the preceding one month by the 10th day of the month. The monthly bill shall include supporting documents, satisfactory performance certificate along with documents verifying payment by the Agency to its employees in the previous month. No other charges of any kind shall be payable. No advance payment shall be made to the Agency. There would be no increase in rates payable to the Agency during the Contract period except reimbursement of the statutory wages revised by the Government. The Income-tax as applicable shall be deducted from the bill unless exempted by the Income-tax Department.

23. In case of non-compliance/non-performance of the services according to the terms of the contract, the Medical Superintendent, J.N. Medical College Hospital, A.M.U., Aligarh shall be at liberty to make suitable deductions from the bill without prejudice to its right under other provisions of the Contract.

24. The Agency shall be solely liable for all payment/dues of the personnel deployed by clearly specifying the deductions on account of EPF, ESI and other statutory obligations etc. The Agency shall fully indemnify J.N. Medical College Hospital, A.M.U., Aligarh against all the payments, claims, and liabilities whatsoever incidental or directly arising out of or for compliance with or enforcement of the provisions of any of the labour or other laws to the extent they are applicable to establishment/work in J.N. Medical College Hospital, A.M.U., Aligarh. Any complaint towards non-payment of wages, other liabilities and statutory obligations will lead to immediate termination of contract with penalty.

25. The Agency shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other Agency.

26. The service providing agency shall be solely responsible for the redressal of grievances/resolution of disputes relating to persons deployed. The Institute shall, in no way, be responsible for settlement of such issues whatsoever.

27. In case of any dispute between the Agency and J.N. Medical College Hospital, A.M.U., Aligarh, the Medical Superintendent, J.N. Medical College Hospital, A.M.U., Aligarh shall have the right to decide. However all matters of jurisdiction shall be at the Courts located at Aligarh.

28. In case of any dispute or differences arising under the terms of this Agreement the same shall be settled by reference to arbitration by a Sole Arbitrator to be appointed by the Vice-Chancellor, A.M.U., Aligarh. The provisions of Arbitration and Conciliation Act 1996 shall be applicable.

29. The successful bidder will enter into an agreement with the Registrar, A.M.U., Aligarh to provide, suitable and qualified manpower as per requirement of J.N. Medical College Hospital, A.M.U., Aligarh on the above terms and conditions.

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

Signature of Bidder ..................................................
**ANNEXURE -A**

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Client Name with Contact Person with Post, Address, Contact no. &amp; Email id</th>
<th>Nature of Work</th>
<th>No. of Manpower</th>
<th>Amount</th>
<th>Duration of Contract</th>
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<tbody>
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<td>From</td>
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</tbody>
</table>

*Signature of Bidder ..............................................*
### ANNEXURE -B

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Financial Year</th>
<th>Turnover/Business from the Manpower</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2015-16</td>
<td></td>
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<tr>
<td>2</td>
<td>2016-17</td>
<td></td>
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<tr>
<td>3</td>
<td>2017-18</td>
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</tr>
</tbody>
</table>
### Annexure - C
### Annexure Showing Details of Manpower Outsource

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

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Description</th>
<th>Essential Qualifications</th>
<th>No. of posts</th>
<th>As per Central minimum wages rates**</th>
</tr>
</thead>
</table>
| 1.     | Data Entry Operator (Skilled)| 1. Graduate (Preferably with Commerce background) with Diploma in Computer Applications (from a Govt. Recognised Institute or University).  
2. Good communication skills and good knowledge of MS Office (MS Word, MS Excel, MS Power Point) and Internet including data entry and data management.  
3. Preference to be given to candidates with work experience in the file of Public Health/Voluntary Blood Donation/Blood Bank.  
4. Address verification proof (voter ID/Adhaar Card) | 04           | Rs.14550/-                           |
| 2.     | Security Supervisor (Skilled)| 1. Graduation from a recognized Institution/University.  
2. 10 years working experience with a recognized security agency.  
3. Candidate must be physically sound having minimum 5 ft & 7 inch height.  
4. Clear vision 6/6  
5. Address verification proof (voter ID/Adhaar Card) | 03           | Rs.14550/-                           |
2. Five years working experience with a recognized security agency.  
3. Candidate must be physically sound having minimum 5 ft & 7 inch height.  
4. Clear vision 6/6  
5. Address verification proof (voter ID/Adhaar Card) | 35           | Rs.12840/-                           |
| 4.     | Safaiwala (Unskilled)       | 1. High School from a recognized Institution/University.  
2. Experience of working in a hospital.  
3. Candidate must be physically sound.  
4. Address verification proof (voter ID/Adhaar Card) | 56           | Rs.11700/-                           |
| 5.     | Stretcher Bearer (Unskilled)| 1. High School from a recognized Institution/University.  
2. Atleast 02 years experience in the hospital.  
3. Address verification proof (voter ID/Adhaar Card) | 11           | Rs.11700/-                           |
2. Should have posses ITI/ Diploma or equivalent qualifications in the trade.  
3. Electrical workman/wireman permit.  
4. 5 years experience in handling E & M plants i.e running maintenance, knowledge of I.C. engines, electric wiring motors, pumps, generating sets.  
5. Address verification proof (voter ID/Adhaar Card) | 05           | Rs.12840/-                           |
<table>
<thead>
<tr>
<th>No.</th>
<th>Position (Skilled)</th>
<th>Qualifications</th>
<th>Experience</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>7</td>
<td>Electronic Technician/Electrician</td>
<td>1. Should have passed ITI in Electrician Trade.</td>
<td></td>
<td>02</td>
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<tr>
<td></td>
<td>(Skilled)</td>
<td>2. Wireman Licence.</td>
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<td>Rs.14550/-</td>
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<td>3. Atleast 03 years professional experience in the relevant field.</td>
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<td>4. Address verification proof (voter ID/Adhaar Card)</td>
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<tr>
<td>8</td>
<td>Plumber</td>
<td>Academic Qualifications:</td>
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<tr>
<td></td>
<td>(Skilled)</td>
<td>Should have passed ITI Trade Certificate Course of equivalent in the trade</td>
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<td></td>
<td>Professional Qualifications:</td>
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<td></td>
<td>Should have atleast 5 years experience as under:</td>
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<td>(i) Should have a working knowledge of the various types of specials used in the plumbing trade of all types of pipes of different materials and be able to estimate requirements for any job entrusted to him.</td>
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<td>(ii) Should have a thorough knowledge of working with various tools used in the Trade such as wrenches, spanners, caulking tools, stocks and dies etc.</td>
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<td>(iii) Should be able to make leak-proof joints for all types of pipes (of different materials).</td>
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<td>(iv) Should have a good knowledge of materials that go to form joints and be able to estimate requirement thereof.</td>
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<td>(v) Should be able to follow drawing and sketches and execute work according to lay out.</td>
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<td>(vi) Should posses plumbing licences in localities where such licences are issued by local authorities.</td>
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<td>(vii) Must be able to carry out overhaul of bibcock, ball valves, sluice valves, including grinding and seating.</td>
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<td>(viii) Address verification proof (voter ID/Adhaar Card)</td>
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<tr>
<td>9</td>
<td>Attendants (Unskilled)</td>
<td>1. High School from the recognized Institute/University.</td>
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<td>01</td>
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<td></td>
<td></td>
<td>2. Will observe &amp; attend to tidiness of beds, cleanliness of rooms, floors, windows, walls, furniture etc. in the guesthouse. Will observe &amp; attend to cleanliness/hygiene of the kitchen and utensils. Will assist the cook in his duties. Will bring beverages and other refreshments to the guests. Will be on call during allotted time. Any other duty assigned by the superior officers.</td>
<td></td>
<td>Rs.11700/-</td>
</tr>
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<td></td>
<td>3. Address verification proof (voter ID/Adhaar Card)</td>
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<tr>
<td>10</td>
<td>Generator Helper (Semi-Skilled)</td>
<td>1. High School from a recognized Institution/University.</td>
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<td>2. Workman's permit.</td>
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<td>Rs.12840/-</td>
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<tr>
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<td>3. Should have experience in handling E &amp; M plants, knowledge of I.C. engines, electric wiring motors, pumps, generating sets.</td>
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<td>4. Address verification proof (voter ID/Adhaar Card)</td>
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</tbody>
</table>

**Signature of Bidder .................................................**

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## Tender Enquiry No. 08/Manpower/2018

<table>
<thead>
<tr>
<th>No.</th>
<th>Title</th>
<th>Qualification</th>
<th>Experience</th>
<th>Rate</th>
</tr>
</thead>
</table>
| 11  | Gas Pipeline Helper (Semi-Skilled) | 1. High School from a recognised Institution.  
2. Experience in Medical Gas Pipeline System in a recognised hospital.  
3. Address verification proof (voter ID/Adhaar Card) | 02         | Rs.12840/- |
| 12  | AC Operator (Skilled)        | 1. High School from a recognised Institution.  
2. Must have undergone a minimum of 12 months Refrigeration Mechanic or equivalent course in a recognised Technical Institute.  
3. Two years’ experience in the relevant field in reputed firm or organisation of repute.  
   OR  
4. Two years Apprenticeship in a reputed firm or organisation of A.C. and Refrigeration Engineers.  
5. A minimum of one year’s experience as Air Conditioning or Refrigeration serviceman or as a Junior Mechanic or in any other skilled capacity on the maintenance and installation of water coolers, refrigerators, room air conditions and small air conditioning and cold storage plants.  
6. Address verification proof (voter ID/Adhaar Card) | 01         | Rs.14550/- |
| 13  | AC Helper (Semi-Skilled)     | 1. High School from a recognised Institution.  
2. One years’ training in Refrigeration Mechanic or equivalent course in a recognised Technical Institute.  
3. Two years’ experience in the relevant field in reputed firm or organisation of repute, installation of water coolers, refrigerators, room air conditions and small air conditioning and cold storage plants.  
4. Address verification proof (voter ID/Adhaar Card) | 02         | Rs.12840/- |
| 14  | Kitchen Staff (Semi-Skilled) | 1. High School from a recognised institution.  
2. Should have experience in the field.  
3. Address verification proof (voter ID/Adhaar Card) | 14         | Rs.12840/- |
| 15  | Cook (Skilled)               | 1. High School from a recognised institution.  
2. 5 years experience in the relevant field.  
3. Address verification proof (voter ID/Adhaar Card) | 01         | Rs.14550/- |
| 16  | Laundry Assistant (Skilled)  | 1. 12th pass or its equivalent from a recognised Board/School.  
2. Diploma/Certificate in Dry Cleaning/Laundry Technology from a recognised Institute.  
3. 2 years experience in a reputed Mechanised Laundry.  
4. Address verification proof (voter ID/Adhaar Card) | 02         | Rs.14550/- |
| 17  | Laundry Staff (Semi-Skilled) | 1. High School from a recognised Board/University.  
2. Atleast one year’s experience of operating Steam-Laundry Machines or Dry-cleaning plants.  
3. 03 Years experience in Laundry (As Laundry operator)  
4. Address verification proof (voter ID/Adhaar Card) | 10         | Rs.12840/- |

**It will be revised automatically when minimum wage rates are increased/decreased.**

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Signature of Bidder ....................................................

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Tender Enquiry No. 08/Manpower/2018

The Agency shall ensure that the engaged manpower, as per the description, not only performs within its requisite scope of work but also ensure maintenance, upkeep & safety of the Complex, Stores, Furniture etc. as well as harmonious and cordial relationships with the employees, visitors, guests or any other persons within the complex / premises. The Agency will be held responsible for any illegal action by the deployed personnel.

Their deployment will be in general shift or round the clock in 3 shifts at JNMCH, AMU. The Agency will provide to all deployed personnel Uniform, Name Badges and Identity Cards. The Agency will also ensure that engaged manpower should maintain vigil and remain alert on respective official performances. The requirement of manpower in above defined categories or in additional categories may increase or decrease during the initial period of contract also.

DOCUMENTS TO BE SUBMITTED BY THE SUCCESSFUL AGENCY BEFORE DEPLOYMENT OF MANPOWER.

1. List of Manpower shortlisted by agency for deployment in the Office of the Medical Superintendent, J.N. Medical College Hospital, AMU Aligarh containing full details i.e. date of birth, cast and category (Gen./OBC/SC/ST) marital status, address, educational qualification etc.

2. Bio-data of all persons.

3. Cast and category certificate and any other document considered relevant.

(Dated Signature of the Tenderer with stamp of firm)

Medical Superintendent
J.N. Medical College Hospital
A.M.U., Aligarh

Signature of Bidder ........................................