TENDER
FOR PROVIDING MANPOWER ON JOB OUTSOURCING BASIS AT
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 on behalf of the Medical Superintendent, J.N. Medical College Hospital, Aligarh Muslim University, Aligarh-UP for providing manpower on job outsourcing basis at 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, A.M.U., ALIGARH” and should reach at the office of “Medical Superintendent, J.N. Medical College Hospital, A.M.U., Aligarh – 202002, before 3:00 PM on or before 09th January, 2016.

The tender document containing eligibility criterion, scope of work, terms & conditions and draft agreement etc. can be downloaded from website www.amu.ac.in tender document should enclose an additional DD for Rs. 5000/- (non-refundable) in favour of the Finance Officer, AMU Aligarh, payable at Aligarh, along with their tender bid in the Cover-I “Technical Bid”. The bid security (EMD) of Rs. 1,00,000/- (Rupees One Lac 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.

MEDICAL SUPERINTENDENT
J.N. Medical College Hospital,
A.M.U., Aligarh
Terms and Conditions

Relating to Submission of Bids:

1. The agreement shall commence from the date of execution of agreement and shall continue till 11 (Eleven) months unless it is curtailed or terminated by the authority owing to deficiency of service, sub-standard quality of manpower deployed, breach of contract etc or change in requirements.

2. The agreement shall automatically expire on completion of 11 (Eleven) months of date of agreement unless extended further by the mutual consent of the Manpower Service Provider and the Authority.

3. The 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.

4. All the pages of the tender should be signed by the owner of the firm or his Authorized signatory. In case the tenders are signed by the Authorized signatory, a copy of the power of attorney/authorization may be enclosed along with tender. 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.

5. 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.

6. 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.

7. As a guarantee towards due performance and compliance of the contract work, the successful bidder (Agency) has to deposit 10% Security Deposit by way of Bank Guarantee or Fixed Deposit Receipt in favour of “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.

9. The Manpower Service Provider will be bound by the details furnished by it to the Authority while submitting the tender or at subsequent stage if required. In case, any such document furnished by it is found to be false at any stage, it would be deemed to be a breach of terms of Agreement making it liable for legal action besides termination of the Agreement.

10. The bid shall be valid and open for acceptance of the competent authority for a period of 180 days from the date of opening of the tenders and no request for any variation in quoted rates and / withdrawal of tender on any ground by successful bidder shall be entertained.

11. 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.

Signature of Bidder .............................................
12. After evaluation, the work shall be awarded normally to the Agency fulfilling all the conditions and who has quoted the lowest rate (inclusive for all categories) after complying with all the Acts / provisions stated / referred to for adherence in the tender. In case two or more agencies are found to have quoted the same rates. The Chief Medical Superintendent, JNMCH shall decide about the 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 by 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.

13. J.N.Medical College Hospital, A.M.U.,Aligarh reserves the right to accept or reject any or all bids without assigning any reasons. 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.

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

B. General:

15. The period of the contract may be extended for mutually agreed period after the successful / satisfactory completion of initial contract & based on the manpower requirement at that time or may be curtailed / terminated before the contract period owing to deficiency in service or substandard quality of the manpower deployed by the selected Company / Firm / Agency. This office, however, reserves right to terminate this initial contract without assigning any reason thereof at any time after giving two months notice to the selected service providing Company / Firm / Agency.

16. 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.

17. 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.

18. The persons deployed by the service providing Agency shall not claim nor shall be entitled to pay perks and other facilities admissible to casual, adhoc, regular/ confirm employees of this institute during the currency or after expiry of the contract.

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

20. The 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.

Signature of Bidder ...........................................
21. 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, identity proof, character and conduct and medical health suitability verified.

22. 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.

23. The Agency shall not deploy or shall discontinue deploying the person(s), if so desired by the Medical Superintendent, J.N. Medical College Hospital at any time without assigning any reason whatsoever.

24. A local representative of 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 Agency’s responsibility under the contract to the J.N. Medical College Hospital, A.M.U., Aligarh. The local representative will also maintain the muster roll, the wages / payment register and other documents as provided in the Contract Labour Act.

25. The Agency shall provide necessary undertaking and documentary evidence in this regard.

26. A senior level representative of the Agency shall visit J.N. Medical College Hospital, A.M.U., Aligarh at least once-a-week and review the service performance of its personnel. During the weekly visit, Agency’s representative will also meet the Officer 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 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.

27. 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, J.N. Medical College Hospital, A.M.U., Aligarh at Agency’s own cost.

28. 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, where the personnel is actually deployed, shall be issued by Medical Superintendent, J.N. Medical College Hospital, AMU Aligarh. Incidents for the respective categories of manpower shall be borne/ supplied by the Agency at its cost.

29. 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 JN Medical College Hospital, A.M.U., Aligarh/Govt. of India/ any State or any Union Territory.

30. 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.

31. 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 institute 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

32. 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.

33. The agency shall ensure that staff appointed by them is fully loyal-to and assist 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 immovable to the entire satisfaction of the Medical Superintendent, J.N. Medical College Hospital, AMU Aligarh.

34. 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 Agency and 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.

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

36. As and when Medical Superintendent, J.N. Medical College Hospital, A.M.U., Aligarh requires additional manpower strength on temporary on temporary or emergent basis, the Agency will depute such personnel under the same terms and conditions. For the same, a notification of two days will be given by the Medical Superintendent, J.N. Medical College Hospital, A.M.U., Aligarh. 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.

37. 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.

38. 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.

39. 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.

40. 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 labor 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.

41. 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 prescribed authority in the first week of the succeeding month. The Service provider shall deposit the monthly remuneration in the respective bank account of the Group ‘C’ Manpower Assistance and shall furnish a consolidated statement of such deposit along with his claim of reimbursement. As far as possible the payment will be released by the second week of the succeeding month.

42. 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.

43. 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.

44. The Agency shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other Agency without the prior written consent of this Institute.

45. 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.

46. 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 local courts located at Medical Aligarh.

47. 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 Medical Superintendent, J.N. Medical College Hospital, A.M.U., Aligarh. The provisions of Arbitration and Conciliation Act 1996 shall be applicable.

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

Page 6
48. Any violation of instructions/agreement or suppression of facts will attract cancellation of agreement without any reference.

49. An agreement shall be signed with the successful bidder as per specimen enclosed.

50. The Tax deduction at Source (T.D.S.) shall be done as per the provisions of Income Tax Act/Rules, as amended, from time to time and a certificate to this effect shall be provided by the Department or office concerned.

51. In case of deficiencies in providing quality service, the authority will have the right to impose penalty as per decision of the Committee which shall be deducted from the monthly bill.

52. 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 ‘Agency’ (Second Part) and any non-compliance shall be deemed as breach of the Contract/Agreement.

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

Signature of Bidder ...........................................
TECHNICAL REQUIREMENTS

"TENDER FOR PROVIDING MANPOWER ON JOB OUTSOURCING BASIS AT J.N. MEDICAL COLLEGE HOSPITAL, A.M.U., ALIGARH"

1. The Bidder may be a proprietary firm/ Partnership firm/ Limited Company, Corporate body legally constituted, who possess the required licenses, registrations etc as per law valid at least for 12 months from the date of the opening of tender.

2. The Bidder should have at least three years’ experience in providing manpower to Government Departments, Public Sector Companies/ Banks, etc.

3. The registered office or one of the branch offices of the manpower service provider should be located within the jurisdiction 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** work order issued.

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

5. As a proof of technical capacity and competence the tenderer should have satisfactorily completed at least one work of nature similar to that of the respective tender in the preceding 3 years.

6. There should be no case pending with the police against the Proprietor / Firm / Partner or the Company (Agency).

7. The bidder shall submit affidavit that the agency is/ has not been blacklisted by Central Govt. / State Govt. / any PSU.

9. The bidder shall have the following Registrations and details of the same be provided in the Technical Bid:
   
   i) EPF Registration:  
   ii) ESI Registration:  
   iii) Service Tax Registration  
   iv) Valid License issued by Regional Labour Commissioner, Govt of India or should give an undertaking that the bidder would obtain it positively within 30 days of the award of the work.

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

*Signature of Bidder ..........................*
Tender Enquiry No. ADMIN/Tender/Manpower/1/2015

APPLICATION - TECHNICAL BID

TENDER FOR PROVIDING MANPOWER ON JOB OUTSOURCING BASIS
AT J.N. MEDICAL COLLEGE HOSPITAL, A.M.U., ALIGARH
(In Separate sealed cover-I super scribed “Technical Bid”)

<table>
<thead>
<tr>
<th>S. No</th>
<th>Particulars</th>
<th>Pages No.</th>
</tr>
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<tbody>
<tr>
<td>1.</td>
<td>Name &amp; Address of the tenderer / Organization / Agency with phone number, email and name telephone/mobile number of contract person.</td>
<td>Mention in Letter head</td>
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<tr>
<td>2.</td>
<td>Name of Proprietor/Partner’s/Director’s</td>
<td>Mention in Letter head</td>
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<td>2.</td>
<td>Experience in the work of providing Manpower Services. Particular of experience (attach certificate, testimonials). This shall cover the details of works of similar nature, approximate magnitude and duration carried out and/or on hand for last 3 years along with a certificate from the organization where the job was carried out.</td>
<td>In following format</td>
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<tr>
<td></td>
<td>SI No.</td>
<td>Name of Client, Address &amp; Telephone/Fax no.</td>
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<td>3.</td>
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<td>Set-up your Agency, clearly indicating details of managerial, supervisory and other staff, also indicate the number of muster roll staff available for performing this services:</td>
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<td></td>
<td></td>
<td>Is the establishment registered with the Government</td>
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<td></td>
<td></td>
<td>Do you have Labour license. Please provide details and attach a copy. License to keep armed guards and license for guns/shots should also be enclosed.</td>
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<td></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>
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<td>4.</td>
<td></td>
<td>Please submit copy of the relevant document.</td>
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<td>EPF No:</td>
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<td></td>
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<td>ESI Code:</td>
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<td>5.</td>
<td></td>
<td>Are you governed by minimum wages rules of the Govt. of India? If yes, please give details.</td>
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<td>6.</td>
<td></td>
<td>Please attach copy of last 3 years of Income Tax</td>
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<td>7.</td>
<td></td>
<td>Having successfully completed atleast one work of similar magnitude in the last three years in any organization Under State/Central Govt/PSU/Autonomous Body.</td>
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Signature of Bidder .........................................................
<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Particular</th>
<th>Page No.</th>
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<tbody>
<tr>
<td>8.</td>
<td>PAN</td>
<td>Please attach certificate copy</td>
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<tr>
<td>9.</td>
<td>Trade License No.</td>
<td>Please attach certificate copy</td>
</tr>
<tr>
<td>10.</td>
<td>Service Tax Registration No.</td>
<td>Please attach certificate copy</td>
</tr>
<tr>
<td>11.</td>
<td>Give your own Bank Account &amp; Bank Details (copy of Bank Statement is also attached)</td>
<td>Submit relevant documents</td>
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<tr>
<td>12.</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>13.</td>
<td>Power of Attorney / authorization for signing the bid documents</td>
<td>Mention in Letter head</td>
</tr>
<tr>
<td>14.</td>
<td>Please submit a notarised affidavit on Indian Non judicial stamp paper of 10/- that no case is pending with the police against the Proprietor / firm / partner or the Company (Agency). Indicate any convictions in the past against the Company/firm/partner. Please also declare that proprietor/firm has never been black listed by any organization.</td>
<td></td>
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<tr>
<td>15.</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>
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<tr>
<td>16.</td>
<td>Details of the bid security (EMD) for Rs. 1,00,000/-</td>
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<td></td>
<td>FDR/DD/BG No:</td>
<td></td>
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<td></td>
<td>Date:</td>
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<td></td>
<td>Payable at:</td>
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<td>17.</td>
<td>Detail of cost of Tender for 5,000/- (downloaded from website)</td>
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<td>DD/Pay Order No:</td>
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<td>Date:</td>
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<td>Payable at:</td>
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<td>18.</td>
<td>Kindly mention the total number of pages in the tender document.</td>
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</table>

**Note:**

i. Page number/serial number may be given to each and every page of Tender Documents and photocopies of the attested documents attached. Mention Page number, wherever the copy (ies) of the document(s) is kept.

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

*(Dated Signature of the Tenderer with stamp of firm)*

*Signature of Bidder ...........................................*
APPLICATION - FINANCIAL BID

TENDER FOR
"PROVIDING MANPOWER ON JOB OUTSOURCING BASIS"
AT J.N. MEDICAL COLLEGE HOSPITAL, A.M.U., ALIGARH

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>To be deposited by service provider into GOVT account, as per GOVT Norms</th>
<th>Service charges to be quoted by service provider</th>
<th>Statuary / Labour related deposit</th>
<th>Take Home remuneration of Employee</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>B</td>
<td>C</td>
<td>D</td>
<td>E</td>
<td>F</td>
<td>G</td>
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<tr>
<td>1</td>
<td>(Name of the Post) As per Annexure 1</td>
<td>As per Annexure 1</td>
<td>(as per norm) @ % of column No B</td>
<td>To be quoted by service provider @ % of column No B</td>
<td>(As per Norms) @ % of column No B</td>
<td>(As per Norms) @ % of column No B</td>
</tr>
</tbody>
</table>

- E 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.
- H is a column, where the take home remuneration amount will be calculated as per mentioned formula.
- TDS will be deducted as per Govt. norms.
- Competent authority reserves the right to award the tender in the ratio of 70:30 to Lowest 1 and lowest to 2 at the rate of Lowest 1, if Lowest 2 gives its consent for the same.

Signature of Bidder ........................................ Page 11
Tender Enquiry No. ADMIN/Tender/Manpower/1/2015

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 1</td>
<td>As per Annexure 1</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:
Place:
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 no. of working days for which has been performed by each manpower.

Signature of Bidder ..............................................
ANNEXURE - A
ANNEXURE SHOWING DETAILS OF JOB OUTSOURCED

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

The indicative rates of remuneration for each category have been worked out by the Institute and indicated against each designation. The firms have to quote their administrative/service charges for deploying the required number of manpower. All statutory liabilities like EPF, ESI etc on account of this manpower will be borne by the Bidder. The Agency shall provide Manpower at J.N. Medical College Hospital, A.M.U., Aligarh by deploying adequately trained and well-disciplined personnel having fair command on Hindi & English in respect of the following categories, brief description of the scope of work mentioned against each:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Description</th>
<th>Essential Qualifications</th>
<th>No. of posts</th>
<th>Maximum consolidated contractual amount per month per post inclusive of all statutory obligation</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.10,260/-                                                                                                                                  |
| 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.10,260/-                                                                                                                                  |
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.8,730/-                                                                                                                                  |
| 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.7,710/-                                                                                                                                  |
| 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.7,710/-                                                                                                                                  |
   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.8,730/- |
| 7. | Electronic Technician/ Electrician (Skilled) | 1. Should have passed ITI in Electrician Trade.  
   2. Wireman Licence.  
   3. Atleast 03 years professional experience in the relevant field.  
   4. Address verification proof (voter ID/Adhaar Card) | 02 Rs.10,260/- |
| 8. | Plumber (Skilled) | **Academic Qualifications:**  
Should have passed ITI Trade Certificate Course of equivalent in the trade with atleast 5 years practical experience in the trade.  

**Professional Qualifications:**  
Should have atleast 5 years experience as under:  
(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.  
(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.  
(iii) Should be able to make leak-proof joints for all types of pipes (of different materials).  
(iv) Should have a good knowledge of materials that go to form joints and be able to estimate requirement thereof.  
(v) Should be able to follow drawing and sketches and execute work according to lay out.  
(vi) Should posses plumbing licences in localities where such licences are issued by local authorities.  
(vii) Must be able to carry out overhaul of bibcock, ball valves, sluice valves, including grinding and seating.  
(viii) Address verification proof (voter ID/Adhaar Card) | 01 Rs.10,260/- |
   2. Will observe & attend to tidiness of beds, cleanliness of rooms, floors, windows, walls, furniture etc. in the guesthouse. Will observe & attend to cleanliness/hygiene of the kitchen and utensils. Will assist the cook in his duties. Will bring beverages and other refreshments to the guests. Will be on call during allotted time. Any other duty assigned by the superior officers.  
   3. Address verification proof (voter ID/Adhaar Card) | 01 Rs.7,710/- |
<table>
<thead>
<tr>
<th></th>
<th>Position</th>
<th>Qualifications</th>
<th>Openings</th>
<th>Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>10.</td>
<td>Generator Helper (Semi-Skilled)</td>
<td>1. High School from a recognized Institution/University. 2. Workman's permit. 3. Should have experience in handling E &amp; M plants, knowledge of I.C. engines, electric wiring motors, pumps, generating sets. 4. Address verification proof (voter ID/Adhaar Card)</td>
<td></td>
<td>Rs.8,730/-</td>
</tr>
<tr>
<td>11.</td>
<td>Gas Pipeline Helper (Semi-Skilled)</td>
<td>1. High School from a recognized Institution. 2. Experience in Medical Gas Pipeline System in a recognised hospital 3. Address verification proof (voter ID/Adhaar Card)</td>
<td></td>
<td>Rs.8,730/-</td>
</tr>
<tr>
<td>12.</td>
<td>AC Operator (Skilled)</td>
<td>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. 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)</td>
<td></td>
<td>Rs.10,260/-</td>
</tr>
<tr>
<td>13.</td>
<td>AC Helper (Semi-Skilled)</td>
<td>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)</td>
<td></td>
<td>Rs.8,730/-</td>
</tr>
<tr>
<td>14.</td>
<td>Kitchen Staff (Semi-Skilled)</td>
<td>1. High School from a recognised institution. 2. Should have experience in the field. 3. Address verification proof (voter ID/Adhaar Card)</td>
<td></td>
<td>Rs.8,730/-</td>
</tr>
<tr>
<td>15.</td>
<td>Cook (Skilled)</td>
<td>1. High School from a recognised institution. 2. 5 years experience in the relevant field. 3. Address verification proof (voter ID/Adhaar Card)</td>
<td></td>
<td>Rs.10,260/-</td>
</tr>
<tr>
<td>16.</td>
<td>Laundry Assistant (Skilled)</td>
<td>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)</td>
<td></td>
<td>Rs.10,260/-</td>
</tr>
<tr>
<td>17.</td>
<td>Laundry Staff (Semi-Skilled)</td>
<td>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)</td>
<td></td>
<td>Rs.8,730/-</td>
</tr>
</tbody>
</table>
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)
Tender Enquiry No. ADMIN/Tender/Manpower/1/2015

(To be made on Rs 100.00 Non Judicial Stamp Paper)
DRAFT AGREEMENT FORMAT

This agreement is made at Aligarh on the ______ day of ______ the Registrar, Aligarh Muslim University, Aligarh (herein after called ‘Client’ which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors, legal representatives and assigns) of the First Part.

Second Part

M/s, __________________________________________ having its registered office at

________________________________________________ (hereinafter called the ‘Agency’ which expression unless repugnant to the context shall mean and include its successors-in-interest assigns etc.) of the Second Part. WHEREAS the ‘Client’ is desirous to engage the ‘Agency’ for providing Manpower for JN Medical College Hospital, A.M.U., Aligarh on the terms and conditions stated below:

1. The Agency shall be solely responsible for compliance to provisions of various Labour, Industrial and any other laws applicable and all statutory obligations, such as, Wages, Allowances, Compensations, EPF, Bonus, Gratuity, ESI, etc relating to personnel deployed in JNMCH, AMU Aligarh. The Client shall have no liability in this regard.

2. The Agency shall be solely responsible for any accident / medical / health related liability / compensation for the personnel deployed by it at JNMCH, AMU Aligarh site. The Client shall have no liability in this regard.

3. Any violation of instruction / agreement or suppression of facts will attract cancellation of agreement without any reference or any notice period.

4. The contract can be terminated by giving one month notice on either side.

5. In case of non-compliance with the contract, the Client reserves its right to:
   a. Cancel / revoke the contract; and / or
   b. Impose penalty up to 10% of the Total Annual Value of contract

6. Security Deposit amounting @ 10% of the total cost in the form of Fixed Deposit Receipt or Bank Guarantee from a Scheduled bank shall be furnished by the Agency at the time of Signing of the agreement.

7. The Agency shall be fully responsible for timely monthly payment of wages and any other dues to the personnel deployed at JNMCH, AMU Aligarh.

8. The personnel provided by the Agency will not claim to become the employees of JNMCH, AMU Aligarh and there will be no Employee and Employer relationship between the personnel engaged by the Agency & JNMCH, AMU Aligarh.

Signature of Bidder .........................................................
9. There would be no increase in rates payable to the Agency during the contract period except reimbursement of the statutory wages revised by the Central Govt.

10. The Agency also agrees to comply with annexed Terms and Conditions and amendments thereto from time to time.

11. Decision of Client in regard to interpretation of the Terms and Conditions and the Agreement shall be final and binding on the Agency.

12. The Agency shall ensure full compliance with tax laws of India with regard to this Contract and shall be solely responsible for the same. The Agency shall keep Client fully indemnified against liability of tax, interest, penalty etc. of the Agency in respect thereof, which may arise.

13. In case of any dispute between the Agency and Client, Client shall have the right to decide. However, all matters of jurisdiction shall be at the local courts located at Aligarh.

14. THIS AGREEMENT will take effect from the date the facility starts functioning and shall be valid for one year.

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

For and on behalf of the ‘Agency’

Signature of the authorized Official
Name of the Official

Stamp / Seal of the ‘Agency’

SIGNED, SEALED AND DELIVERED

By the said ____________________________

__________________________ (Name)

on behalf of ‘Agency’ in presence of

Witness ____________________________
Name ____________________________
Address ____________________________

For and on behalf of the Registrar, AMU Aligarh

Signature of the authorized Official
Name of the Official

By the said ____________________________

__________________________ (Name)

on behalf of the Registrar, AMU Aligarh in presence of

Witness ____________________________
Name ____________________________
Address ____________________________

Signature of Bidder ………………………………………