

CORRIGENDUM

Bid Number: GEM/2026/B/7760325

XX-256/SO(DO)/Manpower Services (DEO)/2026-27

Manpower Services (Data Entry Operator's) on Outsource Basis from Public Sector Undertaking's (PSU's)

**BELOW MENTIONED POINTS DEEMED TO BE INCORPORATED AND PART OF
THE ORIGINAL TENDER DOCUMENT**

Bid Number: GEM/2026/B/7760325

XX-256/SO(DO)/Manpower Services (DEO)/2026-27

Manpower Services (Data Entry Operator's) on Outsource Basis from Public Sector Undertaking's (PSU's)

Bid/RA Section	Seller Query/Representation	Requirement as per Bid floated on GeM	TSEC Recommendations
(I) Representation on GEM Portal			
Terms and Conditions	Respected tender committee along with Central and state PSUs, Public listed companies should also be allowed to participate	Tender is floated for Hiring Manpower Services (Data Entry Operators) on Outsource Basis through GeM Portal (Government e-market Place) by bidding among Public Sector Undertaking's (PSU's) including Central Public Sector Undertaking (CPSU's) & State Public Sector Undertaking (SPUC's) only.	No Change
Bid Eligibility Criteria	This tender is not cpse so please change and update	Tender is floated for Hiring Manpower Services (Data Entry Operators) on	

Bid/RA Section	Seller Query/Representation	Requirement as per Bid floated on GeM	TSEC Recommendations
		Outsource Basis through GeM Portal (Government e-market Place) by bidding among Public Sector Undertaking's (PSU's) including Central Public Sector Undertaking (CPSU's) & State Public Sector Undertaking (SPUC's) only.	No Change
(II) M/S SPECTRUM TALENT MANAGEMENT LIMITED			
Bid Eligibility Criteria	We sincerely request you to kindly consider issuing a corrigendum that permits participation from: • Central Public Sector Undertakings (CPSUs). • State Public Sector Undertakings (SPSUs). • Public Limited Companies havind an annual Turnover of Rs. 1000 Crore or above, subject to the strictt technical, financial and statutory qualification requiredments already prescribed in the tender.	Tender is floated for Hiring Manpower Services (Data Entry Operators) on Outsource Basis through GeM Portal (Government e-market Place) by bidding among Public Sector Undertaking's (PSU's) including Central Public Sector Undertaking (CPSU's) & State Public Sector Undertaking (SPUC's) only.	No Change
(III) M/s ODS Protective Services Pvt. Ltd			
Bid Eligibility	Given the complete relaxation offered to MSEs on the portal, kindly clarify the	Tender is floated for Hiring	

Bid/RA Section	Seller Query/Representation	Requirement as per Bid floated on GeM	TSEC Recommendations
Criteria	following: 1. Are private sector entities with valid MSE registrations permitted to participate in this bid by leveraging the MSE relaxation clause? 2. Or, is this tender strictly and exclusively ring-fenced for Government Sellers (PSU's/CPSU's/SPSU's) only, overriding the general MSE exemptions?	Manpower Services (Data Entry Operators) on Outsource Basis through GeM Portal (Government e-market Place) by bidding among Public Sector Undertaking's (PSU's) including Central Public Sector Undertaking (CPSU's) & State Public Sector Undertaking (SPUC's) only.	No Change
(IV) M/s HITES			
Clause 4.3 (Prohibition of Subletting)	Clause 4.3 explicitly states that subletting any part of the contract is not allowed. As this tender is restricted strictly to PSU's (CPSU's/SPSU's), it may be clarified if a winning PSU is permitted to utilize its impaneled operational partners or service providers for site level coordination, uniform distribution and biometric tracking, provided the primary contract ownership, payroll accountability, and statutory compliance remain directly with the PSU.	As per clause no. 4.3 (1) Service Assumptions :- The Service Provider shall not sublet any part of the Contract. He shall be solely responsible and liable to deliver the services as per the contract.	No Change
Bid Submission due date	We also request to extend the last submission date of the bid by 07 days as we require additional time to prepare the	Last date of Bid submission 06.08.2026.	Bid submission end date to be extended for further 21 days for broader competition.

Bid/RA Section	Seller Query/Representation	Requirement as per Bid floated on GeM	TSEC Recommendations
	documentation in accordance with the requirements of the NIT.		
(V) M/s BECIL			
Section-III, Clause-8 (Penalties & Fine)	The tender requires submission of a Confidentiality Agreement from each deployed Data Entry Operator. Kindly provide the prescribed format/template of the Confidentiality Agreement to be executed by the deployed personnel.	Service provider shall provide the “Confidentiality Agreement” from the outsourced staff (Data Entry Operator) at the time of deployment else a penalty @ Rs. 1000/- per person will be imposed on service provider	Confidentiality Agreement to be provided as per the template/format en-closed herewith. (Will be uploaded on GeM portal along with the corrigendum)
Section-III, Clause 9.2 (Payment Cycle & Process)	In order to facilitate timely payment of salaries before the statutory timeline, it is requested that the duly verified attendance sheets may kindly be provided by the concerned departments on or before the 3rd working day of every month. Kindly confirm.	The Performa Invoice (PI) will be submitted by the service provider to the AIIMS, New Delhi in the first week not later than 10th day of the running month with request to release 90% of this amount. Further, service provider will collect the verified attendance from the HOD's of the concerned department every month and submit the final bill for release of remaining 10% payment to	A separate meeting to deal with the operational issues will be conducted by Outsourcing Cell. Further, No Penalty or Fine shall be levied on service provider, if the delay is found to be on the part of AIIMS, New Delhi.

Bid/RA Section	Seller Query/Representation	Requirement as per Bid floated on GeM	TSEC Recommendations
		service provider. The proof of conformity to EPF/ESIC Provision, to the outsourcing cell will be submitted in the next month positively. Service provider should ensure that payment of salary of any month to its deployed manpower is made by 7th of next month or earlier.	
Payment Terms	This a statutory liability hence may kindly be included in the RFP for reimbursement.	Gratuity	All statutory liabilities have to be complied by the vendor. Financial responsibility will continue to be of the Principal Employer i.e AIIMS.
Section-III, Clause 5. SERVICE PROVIDER'S OBLIGATION	It is assumed that statutory liabilities including Gratuity, Bonus, Maternity Benefit, Insurance, EPF, ESIC and other statutory compliances, wherever applicable, shall be reimbursed separately by AIIMS or are required to be borne by the Service Provider. Kindly confirm.	The service provider shall be responsible for ensuring compliance with the provisions related to Labour Law (Central/State), Minimum Wages Act, PF, ESI Act, Payment of Bonus Act, Contract Labour Act (Regulation & Abolition Act), Workmen Compensation Act etc. as applicable/amended from time to time.	

Bid/RA Section	Seller Query/Representation	Requirement as per Bid floated on GeM	TSEC Recommendations
(Clause VI. Evaluation Criteria of Bids and Award Criteria)	The financial bid provides for 16.67% towards Weekly Off/Replacement/Relieving Charges. Kindly clarify the methodology for reimbursement and billing of this component during contract execution.	Weekly Offs/ Replacement/ Relieving Charges @ 1/6th or 16.67% of total sum (4) for the posts covered under minimum wages category	Prospective bidders require to fill the financial bid as per the given format for all applicable components. This is for providing replacement of DEO's when they avail leave from place of work. Details will be worked out during the meeting for operational issues.
Clause-7 (Attendance System)	It is requested that deployment of a standard biometric attendance system may kindly be permitted instead of Aadhaar-enabled iris biometric. The cost of an Aadhaar-enabled biometric device is approximately ₹35,000 (excluding GST). In addition, integration with the Aadhaar authentication system requires procurement of NIC services/portal for fetching data from the Aadhaar server, resulting in additional expenditure and implementation efforts. Since this constitutes a separate activity beyond the scope of the manpower service provider, it is requested that this requirement may kindly be relaxed. Further, it is understood that the concerned Aadhaar-enabled server is presently being utilized only for Government employees and not for contractual or private employees. Kindly	Aadhaar-enabled biometric attendance with iris authentication, geo-tagging enabled ID cards and employee tracking dashboard.	No OM has been provided by Prospective bidder issued by DOPT towards applicability of AEBAS only to regular government employees not to Contractual/Outsource employees. No change.

Bid/RA Section	Seller Query/Representation	Requirement as per Bid floated on GeM	TSEC Recommendations
	confirm the same. It is also requested that the requirement of geo-tagging-enabled ID cards may kindly be substituted with GPS/Geo-fencing through the HRMS/mobile application, which is more practical, cost-effective, and widely adopted.		
Clause 8 on page 17 of 32	The cost incurred towards procurement, printing/embroidery of logo, distribution and replacement of uniforms, wherever required under the contract, shall be reimbursed by AIIMS on actual basis upon submission of supporting documents. Kindly confirm.	In order to implement professional attire provision, 02 set of uniform (Shirt with Logo + Pant) along with 01 jacket for winters to be provided by the service provider to all Data Entry Operators within 20 days of deployment.	A Jacket/Apron to be provided by the service provider within 60 days of deployment to the DEO's posted in the clinical areas/shift duty/hospital duty/public areas. However, this jacket/apron is not applicable to the DEO's posted in the Admin. areas/Attached with offices. Service provider has to bear the expenditure to be incurred for providing jacket/apron out of the service/admn Charges and no separate reimbursement will be done by AIIMS, New Delhi.
Clause-10 (Supervisor/Coordinator)	It is requested that the Supervisor/Coordinator may be required to remain physically available during normal office hours/general shift only. However, the Supervisor shall remain available on telephone and attend emergencies whenever required on a 24x7 basis.	Service provider shall nominate and deploy a supervisor/Coordinator who will be posted 24X7 in hospital premises and the duty roster for the same is to be displayed and shared with concerned authorities as well as	Service provider shall nominate and deploy a supervisor/Coordinator who will be posted and required to remain physically available during normal office hours/general shift only (9 a.m to 6 p.m). However, the Supervisor shall remain available on telephone and attend emergencies

Bid/RA Section	Seller Query/Representation	Requirement as per Bid floated on GeM	TSEC Recommendations
	Kindly confirm.	outsource cell. Adequate supervision has to be provided to ensure correct performance of the said services in accordance with the prevailing assignment instructions. In order to exercise effective control & supervision over the staff, the supervisor will move in their area of responsibility. The expenditure on this account shall be borne by service provider without any liability on the part of AIIMS, New Delhi.	whenever required on a 24×7 basis and the duty roster for the same is to be displayed and shared with concerned authorities as well as outsourcing cell. Adequate supervision has to be provided to ensure correct performance of the said services in accordance with the prevailing assignment instructions. In order to exercise effective control & supervision over the staff, the supervisor will take rounds in their area of responsibility. He/she will co-ordinate with outsourcing cell and user areas for replacementt/reliever staff when original staff go on leave. The expenditure on this account shall be borne by service provider without any liability on the part of AIIMS, New Delhi.
Clause-30 (Performance Security)	BECIL, being a Government of India Enterprise and Central Public Sector Undertaking (CPSE), respectfully requests exemption from submission of Performance Security. Alternatively, an	The service Provider shall furnish the performance security to AIIMS, New Delhi within Thirty (30) days from date of the issue of	No Change

Bid/RA Section	Seller Query/Representation	Requirement as per Bid floated on GeM	TSEC Recommendations
	Indemnity Bond or an Undertaking on the Company's Letterhead may kindly be accepted in lieu of the Performance Security. Considering the substantial working capital deployed by the Service Provider towards payment of salaries and statutory dues, this relaxation would considerably reduce financial burden without compromising contractual security.	notification of award by the Purchaser, the service provider, shall furnish Performance Security to the Purchaser for an amount equal to Three percent (03 %) of the total value of the contract, valid up to ninety (90) days after the date of completion of all contractual obligations by the service provider.	
Clause 8 – Delay in Submission of Candidate/Merit List	Kindly clarify the difference between these two penalties to better understand the mechanism and quote accordingly.	The service provider shall provide a list of candidate within 45 days from the closing date of the advertisement else a penalty @ Rs. 500/- per day will be imposed on service provider.	The service provider shall provide a list of candidate/merit list within 45 days from the closing date of the advertisement else a penalty @ Rs. 500/- per day will be imposed on service provider.
Clause 8 – Delay in Submission of Merit List		The service provider shall also provide the merit list of candidates within 45 days from the closing date of the advertisement else a penalty @ Rs. 10000/- per instance will be imposed on service	This clause stand deleted.

Bid/RA Section	Seller Query/Representation	Requirement as per Bid floated on GeM	TSEC Recommendations
		provider.	
Clause 4.1(1) on page 8 of 32	BECIL shall ensure full compliance with all applicable labour laws. However, since the statutory payments such as Bonus, Gratuity, Maternity Benefit and other Labour Law Liabilities are mandatory, it may kindly be confirmed that the same are reimbursable from AIIMS Delhi.	Service Provider; while providing the services shall be compliant with all the applicable laws with respect to Buyer's organization, region or premises. List of central labour laws under Ministry of Labour and Employment is given as Annexure – IV; Service Provider shall follow all the laws applicable for Buyer.	All statutory liabilities have to be complied by the vendor. Financial responsibility will continue to be of the Principal Employer i.e AIIMS.
Clause 5(1) on page 11 of 32		The service provider shall be responsible for ensuring compliance with the provisions related to Labour Law (Central/State), Minimum Wages Act, PF, ESI Act, Payment of Bonus Act, Contract Labour Act (Regulation & Abolition Act), Workmen Compensation Act etc. as applicable/amended from time to time.	
Para 8 of Annexure II on page 27 of 32	The Bidder should not have been blacklisted/ debarred by the Ministry of Health & Family Welfare or AIIMS or under a debarring order issued by	I / We do hereby declare that our PSU (CPSU & SPSU) has not been blacklisted/ debarred by any Govt. Department/Public	OM No.F.1/20/2018-PPD dated:- 02.11.2021 issued by Department of Expenditure (DoE), MoF elaborates the Rule no. 151 GFR 2017 and issues

Bid/RA Section	Seller Query/Representation	Requirement as per Bid floated on GeM	TSEC Recommendations
	Department of Expenditure (DOE), Ministry of Finance (MOF) covering all central Ministries/ Departments as per provision of OM No.F.1/20/2018-PPD by Department of Expenditure (DoE), MoF dated on 2nd Nov2021 in preceding three years.	sector undertaking. Our PSU (CPSU & SPSU) services were not terminated for deficiency of service for any other reason in last 3 years.	Guidelines on Debarment of Firms from Bidding and the guidelines are classified under following two types: - 1) In cases where debarment is proposed to be limited to a single ministry, the appropriate orders can be issued by that Ministry itself, thereby banning all its business dealing with the debarred firm. 2) Where it is proposed to extend the debarment beyond the jurisdiction of the particular Ministry i.e covering to all central ministries/Departments, the requisite orders shall be issued by DoE, MoF. This circular does not limit/constrain the buyer to seek the Non-blacklisting undertaking from prospective bidders. Hence, all prospective bidders shall submit the Non-blacklisting undertaking enclosed herewith.
Clause 9.2 (D) on page 15 of 32	The balance 10% should be reimbursed by AIIMS to service provider within 20 working days of submission of Invoice. All the penalties/ fine/ interest (if applicable) shall be settled before making the remaining 10% payments. <i>In</i>	The balance 10% should be reimbursed by AIIMS to service provider within 20 working days of submission of Invoice. All the penalties/ fine/ interest (if applicable)	No Penalty or Fine shall be levied on service provider, if the delay is found to be on the part of AIIMS, New Delhi.

Bid/RA Section	Seller Query/Representation	Requirement as per Bid floated on GeM	TSEC Recommendations
	<i>the event of delay in release of payment beyond the stipulated period for reasons not attributable to the Service Provider, the provisions relating to penalties under Clause 8 shall not be applicable.</i>	shall be settled before making the remaining 10% payments. Service provider shall not have any objection on the same.	
Clause 15 on page 18 of 32	In case of any accident caused to the Outsource manpower (Data entry operator), all liabilities shall be borne by service provider and AIIMS shall not be liable to bear any expense in this regard. <i>Further, the deployed manpower shall be entitled to paid leave as prescribed under the applicable labour laws, including earned leave at the rate of one day for every twenty days of work, wherever applicable. The corresponding statutory financial liability shall be reimbursed by AIIMS on actual basis.</i>	In case of any accident caused to the Outsource manpower (Data entry operator), all liabilities shall be borne by service provider and AIIMS shall not be liable to bear any expense in this regard. <i>Further, no paid leaves will be provided by AIIMS.</i>	In case of any accident caused to the Outsource manpower (Data entry operator), all liabilities shall be borne by service provider and AIIMS shall not be liable to bear any expense in this regard. It was informed that there is a matter which is being heard in the labour courts, and the final decision of the same will be complied with.
Section-III, Clause-8 (Damage/Loss/Theft)	In cases where the loss is solely attributable to the act or omission of the concerned outsourced manpower, recovery may be effected from such employee in accordance with the applicable laws, rules, and due process. The Service Provider shall not be held liable for losses not arising from its fault, negligence, or breach of contractual	In case of any damage/loss/theft or pilferage of property, attributed to the service provider/outsource manpower as verified by the competent authority, loss caused by theft/ pilferage will be recovered from the Service Provider/outsource manpower.	No Change

Bid/RA Section	Seller Query/Representation	Requirement as per Bid floated on GeM	TSEC Recommendations
	obligations."	Legal action, if required under relevant rules/acts shall be also initiated against the guilty person by the Service Provider.	
Clause 8 – Failure to Commence Work	Penalty may be reduced to 1% of the cost of order per week delay in commencement	Penalty @ 5% of the cost of order per week for delay in commencement.	Penalty @ 1% of the cost of order per week for delay in commencement.
Clause 8 – Advertisement Delay	Penalty @ ₹100 per day.	Penalty @ ₹500 per day.	Penalty @ ₹200 per day.
Clause 8 – Delay in Intimation to Candidate	Penalty @ ₹100 per person per day.	Penalty @ ₹500 per person per day.	Penalty @ ₹200 per person per day.
Clause 8 – Delay in Reporting Non-Joining	Penalty @ ₹100 per person per day.	Penalty @ ₹500 per person per day.	No Change

Bid/RA Section	Seller Query/Representation	Requirement as per Bid floated on GeM	TSEC Recommendations
Clause 8 – Non-provision of Uniform/ID Card	Penalty @ ₹100 per person.	Penalty @ ₹500 per day.	No Change
Clause 8 – Delay in Payment of Salary	Penalty @ ₹50 per day per person, subject to a maximum of ₹50,000 per day. No penalty shall be imposed where delay is attributable to delayed release of payment by AIIMS or unforeseen banking disruptions.	Delay in payment of salary: An amount @ Rs. 100/- per day, per person, will be charge by AIIMS, New Delhi as penalty towards late payment of salary by service provider, subject to maximum of Rs. 2 lacs per day. Further, service provider will not be responsible due to delay on part of unexpected bank holidays. However, if there are scheduled bank holidays, service provider has to ensure that salary will be credited to manpower deployed on or before 7 th of the next month.	No Change However, No Penalty or Fine shall be levied on service provider, if the delay is found to be on the part of AIIMS, New Delhi or unforeseen banking disruptions.
Clause 8 – Delay in Deposit of EPF/ESI	Deleted	Delay in deposit of EPF and ESI (both employee and employer share): An amount @ 100/- per day, per person, will be charge by AIIMS, New Delhi as	This clause stand deleted.

Bid/RA Section	Seller Query/Representation	Requirement as per Bid floated on GeM	TSEC Recommendations
		penalty towards late submission of EPF/ESI or any other statutory allowances, if applicable by service provider, subject to maximum of Rs. 2 lacs per day.	
Clause 8 – Non-functionality of Biometric Machine	Deleted	Service provider shall ensure proper functionality of Bio-metric machines. A penalty @ Rs. 10,000 per day will be imposed towards the Non Functionality/Non-availability or breakdown of machined of Bio-metric Machine.	Service provider shall ensure proper functionality of Bio-metric machines. A penalty @ Rs. 5,000 per day will be imposed towards the Non Functionality/Non-availability or breakdown of machine of Bio-metric Machine after 24 hours of intimation.
Clause 8 – Non-verification of Qualification/Experience	Penalty @ ₹200 per person.	Penalty @ ₹1,000 per person.	Penalty @ ₹500 per person.
Clause 8 – False Documents	Penalty @ ₹200 per person, without prejudice to legal action under applicable laws.	Penalty @ ₹1,000 per person.	Penalty @ ₹500 per person.

Bid/RA Section	Seller Query/Representation	Requirement as per Bid floated on GeM	TSEC Recommendations
Clause 8 – Delay in Issuance of Experience Certificate	Penalty @ ₹200 per person.	Penalty @ ₹1,000 per person.	Penalty @ ₹500 per person.
Clause 8 – Non-submission of Confidentiality Agreement	Penalty @ ₹200 per person.	Penalty @ ₹1,000 per person.	No Change
Clause 8 – Non-compliance with Labour Laws	May be deleted.	Penalty @ ₹1,000 per person per instance.	This clause stand deleted.
Clause 8 – General Penalty Provision	The aggregate penalty recoverable in any Financial year shall not exceed 1% of the yearly invoice value.	Multiple independent penalties without any overall cap.	No Change

NON-BLACKLISTING UNDERTAKING

(To be submitted on company letter Head)

The bidder should give an UNDERTAKING that “M/s_____is not Blacklisted /banned/debarred by AIIMS/State Governments/Central Government.

Further, we also undertake that if in case any investigation/court case is going-on and if we found guilty in that or any other investigation/court case registered with vigilance/FEMA/ Court an any stage, the contact will stand terminated w.e.f the date firm is found guilty and we are bound to inform the AIIMS authorities whenever the firm is found guilty.

M/s_____are eligible to participate in the present tender.”. If the information provided in the DECLARATION is found to be incorrect at any stage, during and after the tender, action will be initiated as per the tender conditions apart from forfeiture of EMD and performance security deposit (if any).

Seal and Signature of Authorized Signatory

Non-Disclosure Agreement

This agreement is effective this date <dd/mm/yyyy> by and between AIIMS, New Delhi with its registered office at Ansari Nagar, New Delhi

AND

<Outsourcing Agency> with its registered office at <Full address with Pin>

1. Disclosing Party: During the term of this Agreement, Recipient agrees to receive from AIIMS, New Delhi the following information ("Confidential Information") set forth in Section 2.

2. Confidential Information: Confidential Information is all information that is described in this Section or that: (i) is marked as confidential at the time of disclosure; or (ii) is unmarked but treated as confidential at the time of disclosure; or (iii) is accessed or obtained by the Recipient or disclosed to the Recipient, whether inadvertently or not, whether by direct or indirect, oral or written communication to the Recipient.

Description of Confidential Information: The Confidential Information disclosed under this Agreement is described as:

AIIMS, New Delhi or its customer's trade secrets; financial information, including pricing; technical information, including research, development, procedures, algorithms, data, designs, and know-how; and business information, including operations, planning, marketing interests, products and any other information shared or you have access in the course of mutual business.

3. Restrictions: Recipient shall maintain the Confidential Information in strict confidence and disclose the Confidential Information only to its employees, subcontractors and consultants that have a need to know such Confidential Information and solely for the purpose described in Section 4., provided, that Recipient shall first have entered into a confidentiality agreement with such employees, subcontractors and consultants requiring such individuals to comply with this Agreement. The Recipient shall not disclose the Confidential Information to any third parties nor allow third parties access to the Confidential Information. The Recipient shall not use the Confidential Information for any internal business use, except as mentioned in this Agreement, to the detriment of AIIMS, New Delhi

4. Purpose: Recipient shall make use of the Confidential Information only for the following purpose:

Developing or presenting a proposal to AIIMS, New Delhi

Modification of a party's product(s) to enhance compatibility with the other party's product(s).

5. Confidentiality Period: Recipient's duty to protect Confidential Information shall survive the termination/expiry of this Agreement. This Agreement shall be for a period of 5 years or the date of termination of contract, from the date of last disclosure.

6. Disclosure Period: This Agreement applies to the Confidential Information described in Section 2. that is disclosed between the Effective Date of this Agreement and five (5) years thereafter.

7. Standard of Care: Recipient shall afford such Confidential Information the same security and care in handling and storage as Recipient provides for its own confidential and proprietary information and data, but in any case, no less than reasonable care. Recipient agrees not to duplicate or otherwise copy and to return immediately at the AIIMS, New Delhi request all Confidential Information including any plans, design, documents or other tangible items (including electronic media) copied or derived from and containing Confidential Information.

8. Exclusions: Recipient shall not be liable for use or disclosure of any such Confidential Information if the same: (a) is in the public domain at the time it is disclosed or becomes a matter of public knowledge through no fault of Recipient; or (b) is known, as demonstrated by written documentation, to the party receiving it at the time of disclosure; or (c) is rightfully received by Recipient from a source other than the disclosing party.

Without a duty of confidentiality; or (d) is independently developed, separate from the activities undertaken pursuant to this Agreement, and such development can be verified through sufficient written documentation.

9. Required Disclosures: In the event Recipient is confronted with legal action to disclose Confidential Information received under this Agreement, the Recipient shall promptly notify the AIIMS, New Delhi in writing and shall reasonably assist the AIIMS, New Delhi in obtaining a protective order requiring that any portion of the Confidential Information required to be Disclosed be used only for the purpose which a court issues an order, or for such other purpose as required by law.

10. Warranty: NO WARRANTIES, INCLUDING WARRANTIES AGAINST INFRINGEMENT ARE MADE BY AIIMS, New Delhi UNDER THIS AGREEMENT. ANY INFORMATION EXCHANGED UNDER THIS AGREEMENT IS PROVIDED "AS IS".

11. No Other License: Recipient does not acquire any intellectual property rights under this Agreement. No license is granted by AIIMS, New Delhi to Recipient under any patent, trademark, copyright or mask work other than as expressly set forth herein.

12. Miscellaneous

12.1 This Agreement contains the entire understanding of the parties and supersedes all other agreements or understandings with respect to the subject matter hereof. Any amendment to this Agreement must be in writing, signed by authorized representatives of each party, and expressly refer to this Agreement.

12.2 Upon five (5) days prior written notice, either party may notify the other that it no longer wishes to receive or provide Confidential Information. Any information received or provided by either party thereafter shall not be subject to the protection of this Agreement.

12.3 Upon the termination of this Agreement and at the written request and instruction of AIIMS, New Delhi, all Confidential Information furnished hereunder, including any copies thereof, shall be either returned to AIIMS, or destroyed and a certificate of destruction shall be timely provided by Recipient to AIIMS, New Delhi.

12.4 This Agreement does not create any agency or partnership relationship. Each party is responsible for its own expenses incurred as a result of any discussion between the parties.

12.5 This Agreement shall be governed by and construed in accordance with the laws of India and the parties submit to the exclusive jurisdiction of the courts in AIIMS, New Delhi.

IN WITNESS WHEREOF, EACH PARTY HAS CAUSED THIS Agreement to be executed on its behalf by an officer or company employee thereunto duly authorized, all as of the date set forth above.

For <AIIMS NEW DELHI>.

By: _____

Name:

Title:

Date:

By: _____

Name:

Title:

Date:

**ALL INDIA INSTITUTE OF MEDICAL
SCIENCES
ANSARI NAGAR, NEW DELHI – 110029
STORE SECTION (DO)**



Tender No. XX-256/SO(DO)/Manpower Services (DEO)/2026-27

**Hiring of Manpower Services through
GeM Portal**

**(Bidding Among Public Sector
Undertaking (PSU's) including Central
Public Sector Undertaking (CPSU's) &
State Public Sector Undertaking (SPUC's)
Only)**

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

I. Introduction

All India Institute of Medical Sciences, New Delhi (AIIMS) was established as an institution of national importance by an Act of Parliament in 1956. With the objective of developing ground-breaking patterns of teaching in undergraduate and post – graduate medical education in all its branches, AIIMS has demonstrated and continues to demonstrate the highest standards of medical education. It is today regarded as a fountainhead of medical education and research par excellence.

AIIMS, New Delhi is also the Nation's apex Healthcare institution, with significant standing in the national as well as international medical arena. It has distinguished itself as being a tertiary centre for offering the best of medical treatment to the patients from across the country, along with accessibility to the economically weaker sections of the society.

AIIMS, New Delhi provides academic excellence programs cutting across undergraduate and postgraduate programs across various medical, healthcare, and allied branches.

AIIMS, New Delhi comprises of the main hospital and various other centres located in its premises & NCR region. AIIMS, Delhi intends to hire the Manpower services **(Data Entry Operator) on outsource basis,** required for the smooth functioning of patient care services.

II. Brief Description of Services

- Notice Inviting Tender for Hiring Manpower Services (Data Entry Operators) on Outsource Basis through GeM Portal (Government e-market Place) by bidding among Public Sector Undertaking's (PSU's) including Central Public Sector Undertaking (CPSU's) & State Public Sector Undertaking (SPUC's) only.
- Contract Period for the Manpower Services (Data Entry Operator) will be initially for the period of 3 years from the date of the contract, which may be curtailed for 2 year or further extended for 01 year subject to satisfactory performance on same terms & conditions and on mutual consent basis.
- Any other bidders which are not classified as a PSU (CPSU & SPSU) shall be disqualified forthwith from the tender process.

Section -I

Category and Name of Post:-

Minimum wages Category (Data Entry Operator)

Name of Post	No. Of manpower required	Eligibility Criteria	Salary to be paid (in Rs.) *
Data Entry Operator	1500	Educational Qualification: - • 12th pass • Well conversant with computer package namely, Windows i.e Word, Excel Course of DOEACC (Department of Electronics Accreditation for Computer Course (India) or equivalent from any Govt./ Recognized private Institute. Good working knowledge of Computer and internet/e-mails. Skill Qualification:- • Typing speed more than 35 words per minute on Computer without errors in English. OR • Typing speed more than 30 words per minute on Computer without errors in Hindi. (as and when required) Age Limit:- • Between 18-55 years.	25506/- (Skilled)

NOTE:-

- Salary* to be paid (in Rs.) must align with the Minimum Wages Act, adhering to the latest notifications issued from time to time by the Labour Department, Govt. of National Capital Territory of Delhi or Central Government, whichever is higher.
- No price escalation, other than minimum wages revision, shall be entertained by the Buyer during the contract period.
- Labour codes issued under New Labour laws i.e “The code on Wages, 2019” published vide gazetted notification no. 48 dated: - 08.08.2019, “The Industrial Relation Code, 2020” published vide gazetted notification no.60 dated:- 29.09.2020, “The Code on Social Security, 2020” published vide gazetted notification no.61 dated:- 29.09.2020 and “The occupations, safety, Health and Working Conditions Code, 2020” published vide gazetted notification no. 62 dated:- 29.09.2020 shall be complied by service provider i.e PSU (CPSU/SPSU), as & when applicable and implemented by Ministry of Labour & Employment, Government of India.

III. Technical Bid Qualification Criteria

Technical Capacity

1. The Bidder should have completed at least one service contract of providing manpower services of value not less than Rs. 38.00 Crore per annum in the last Five Financial Years i.e. F.Y. 2020-21, 2021-22, 2022-23, 2023-24 & 2024-25.

OR

At least two service contracts of providing manpower services of value not less than Rs. 24.00 Crore per annum in the last Five Financial Years i.e. F.Y. 2020-21, 2021-22, 2022-23, 2023-24 & 2024-25.

OR

At least three service contracts of providing manpower services of value not less than Rs. 19.00 Crore per annum in the last Five Financial Years i.e. F.Y. 2020-21, 2021-22, 2022-23, 2023-24 & 2024-25.

2. The Bidder should submit certificates of satisfactory performance (regarding manpower services provided) which must specifically mention that the vendor has made the payment of salary timely and also deposited the statutory contribution i.e. ESI, EPF etc. timely, from any two institutions where the bidder had provided manpower services in last five years.
3. The Bidder shall furnish an affidavit on non-judicial stamp paper of Rs.100/- (Rupees Hundred only) duly notarized affirming that in last 3 year, Bidder was not found to be deficient in providing satisfactory service, delay in payment/Bonus to staff or defaulter in depositing statutory dues i.e ESI, EPF etc. by any of the organization where the Bidder had provided the services.
4. The bidder should have a valid labour licence, ESI and PF registration, PAN number and GST registration certificate.
5. Tender Acceptance Form as per Annexure – II.
6. Checklist as per Annexure – I.

Financial Capacity

1. Average Annual Turnover of the bidder from Manpower Services in the last three Financial Years i.e. F.Y. 2022-23, 2023-24 & 2024-25 should be above Rs. 48 Crores. The requisite Turn Over shall be duly certified by a Chartered Accountant with signatures and registration number.
2. Net Worth of the bidder as on 31st March of previous Financial Year i.e. 2024-25 should be positive. The bidders are required to upload and submit page of summarized Balance Sheet

(Audited) and also page of summarized Profit & Loss Account (Audited) for last three years.

3. The bidder should have filed income tax returns for the last three Financial Years i.e. F.Y. 2022-23, 2023-24 & 2024-25.

Section -III

IV. Terms and Conditions:-

Service Level Agreement for Manpower Hiring Services (Data Entry Operator)

1. AGREEMENT OVERVIEW

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

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

1. General terms and conditions for Services;
2. Service Specific Special Terms & Conditions of the Services contracts shall include the service level agreement (SLA) of GeM for the service;
3. Bid specific Additional Terms & Conditions (ATC).

The above set of terms and conditions along with scope of work and service level agreement as enumerated in the document shall be construed to be part of the Contract between Buyer and Service Provider.

2 OBJECTIVES AND GOALS

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

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

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

3 PARTIES TO THE AGREEMENT

The main stakeholders associated with this agreement are below-

1. **Buyer i.e AIIMS, New Delhi:** Buyer is responsible to provide clear instructions, approvals and timely payments for the services availed.
2. **Service Provider i.e PSU (CPSU/SPSU):** Service provider is responsible to provide all the required services in timely manner. Service provider may also include seller, any authorized agents, assignees, successors and nominees as described in the agreement.

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

4 SCOPE OF SERVICES

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

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

4.1 Service Details and Standards

1. Service Provider; while providing the services shall be compliant with all the applicable laws with respect to Buyer's organization, region or premises. List of central labour laws under Ministry of Labour and Employment is given as **Annexure – IV**; Service Provider shall follow all the laws applicable for Buyer.
2. It is the responsibility of the Service Provider to provide manpower as per Buyer's requirement. The person deployed should not be less than age of 18 years old.
3. The persons deployed should be efficient while handling the assigned work and complete the assigned work in given timelines. The Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.
4. The Service Provider should be a PSU (CPSU/SPSU), registered Company under Companies Act having legal entity with all statutory licenses/ registration for carrying out such activities like registration with labour department, PF Act 1952, ESI Act 1948, GST etc.
5. The Service Provider shall ensure that all the relevant licenses/ registrations/ permissions which may be required for providing the services are valid during the entire period of the contract; failing to which shall attract the appropriate penalties. The documents relevant in this regard shall be provided by the Service Provider to the Buyer on demand.
6. Employers share of EPF, ESI, EDLI, Insurance and other relevant/ mandatory compliances shall be deposited to the respective authorities with proof of deposit of both employee and employer share while submitting the bills. Employee share of EPF and ESI contribution shall

be recovered from the gross remuneration and balance amount is to be released to the persons employed.

7. The Service Provider shall be required to keep the Buyer updated about the change of address, change of the Management etc. from time to time.
8. The Service Provider shall be solely responsible to redress the grievances/ resolution of disputes relating to persons deployed. The Buyer shall, in no way be responsible for settlement of such issues whatsoever.

9. Roll-over of existing Manpower (Data entry operators)

Manpower (Data Entry Operator) already deployed at AIIMS, sourced through any other agency will be migrated by the new service provider. AIIMS, New Delhi shall inform the service provider of its intent of roll-over of such existing manpower along with complete details such as name, age, address, salary etc. through an official email, letter etc. Service provider shall take maximum of 15 day's time to roll-over the concerned manpower (Data Entry Operator) on its strength.

10. Any violation of contractual obligations by the Service Provider/Manpower shall attract penalties, before imposing a penalty; the Buyer will provide 3 days prior notice to the Service Provider to make its representation.
11. In case the submission of monthly bills is delayed by the Service Provider beyond 15 days from the last day of the month in which the services have been provided, the entire liability towards payment of interest/penalty to the tax authorities/EPFO/GST/ESI shall be borne by the Service Provider.

4.2 Defined Timelines

1. If Buyer requires additional manpower during the contract period; Buyer shall inform about the same with specific requirements to the Service Provider 1 month prior to the employment start date.
2. The manpower deployed shall be punctual and reach Buyer's premise/ designated premise on the time defined by Buyer, prior information shall be given to Buyer for any delay/ absence.
3. Service Provider shall adhere to the timeline given by Buyer for providing the required manpower on Buyer's premise/ designated premise.

4.3 Service Assumptions

1. The Service Provider shall not sublet any part of the Contract. He shall be solely responsible and liable to deliver the services as per the contract.
2. The manpower provided by the Service Provider shall not be deemed employees of the Buyer department in any manner, hence the compliance of the applicable acts/ laws will be the sole responsibility of the Service Provider.
3. The Service Provider must assess all the proposed candidates of desired requirement on the parameters of educational qualification, work experience, skill assessment, pre-interviewing, short-listing and proposing to Buyer all pre-screened candidates ("Services").
4. The Service Provider would be required to provide sufficient and qualified manpower, capable of supporting the functioning of the project/department in a manner desired by the Buyer. Any mismatch in demand and supply of the manpower such as number of employees, educational

qualification, work experience etc. may lead to penalties and/or replacement of the resource with the matching skill set or profile desired by the Buyer.

5. The persons deployed by the Service Provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular/ confirmed employees during the currency or after expiry of the Agreement.
6. No medical facilities or reimbursement or any sort of medical claims thereof in respect of employees provided by the Service Provider will be entertained by the Buyer.
7. The working hours and days of the outsourced manpower shall be as per the existing applicable rules of the Buyer. The deployed manpower shall get the benefit of holidays as notified/ declared by the Buyer.
8. The persons deployed during the course of their work shall not disclose/ share any qualified documents and information to Service Provider/ third parties. In view of this, a Data Security Agreement to be signed between the service provider and the manpower deployed with AIIMS, New Delhi.
9. Further, service provider shall ensure that confidentiality of work is maintained by the outsource manpower (Data entry operator) at AIIMS. They will not divulge any details of office, operational process, technical know-how, security arrangements and administrative/organizational matters which they come to know by the way of working in AIIMS to any person/organization without explicit permission of the competent authority of institute.
10. The Buyer will in no way be responsible for the violation of any rules and/or infringement of any other laws from the time being in force, either by the manpower or by the Service Provider. The manpower as well as the Service Provider shall comply with the relevant rules and regulations applicable at present and as may be enforced from time to time, for which the Buyer will not be liable or responsible in any manner. The onus of compliance to all the applicable laws/acts/rules shall only rest with the Service Provider.
11. The Buyer shall have the right, within reason, to have any personnel removed who is considered to be undesirable with proper reasoning or otherwise and similarly the Service Provider reserves the right to remove any personnel with prior intimation to the Buyer in case of any emergencies.
12. For all intents and purposes, the Service Provider shall be the “Employer” within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Service Provider shall not have any claim whatsoever like employer and employee relationship against the Buyer Department.
13. No deployed manpower shall be allowed to stay in the Buyer’s premise/ designated premise unnecessarily after working hours without Buyer’s permission.
14. Any damages/ losses caused by deployed manpower shall be borne by the Service Provider. The Buyer Department shall not be responsible for any financial loss or any injury to any person deployed by the Service Provider in the course of their performing the functions/duties, or for payment towards any compensation.
15. The claims in bills regarding Employees State Insurance, Provident Fund etc. shall be necessarily accompanied with the documentary proof pertaining to the concerned month bill. A requisite portion of the bill/whole of the bill amount will be held up till such proof is furnished, at the discretion of the Buyer.

4.4 Limitations of Service Delivery (If Any)

1. The Service Provider will provide manpower services (Data Entry Operators) required by the tenderer.
2. The Buyer will have option to replace the proposed manpower in case of non-performance, non-delivery or in any other exceptional case; however replacement of the manpower will be in same category with approval of competent authority.

5. SERVICE PROVIDER'S OBLIGATION

Service Provider's obligations will include the following-

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

11. The service provider shall furnish statement of amount paid for the month to the manpower deployed along with ECS/NEFT details and the Bank account from which the payment has been made. Service provider shall furnish copy of bank statement in support of amount paid as and when required by Buyer.
12. All applicable taxes and duties except GST, shall be payable by the service provider and the Buyer shall not entertain any claims whatsoever with respect to the same.
13. The service provider shall ensure regular payment to the deployed manpower to their entitlements like monthly salaries/ wages etc. and submit the documentary proof of the salary paid along with breakup/payment components, as per the terms and conditions of the contract.

6. BUYER'S OBLIGATIONS

Buyer's obligations will include the following-

1. The Buyer shall provide work space (seating area, work desk, furniture etc.) for the manpower hired through service provider. Buyer shall also arrange necessary gate/ entry pass to Buyer's premise/ designated premise for the manpower deployed by service provider.
2. Buyer shall directly or in consultation with the service provider, provide the necessary training to the manpower for Buyer specific tools, applications and machinery etc., if required.
3. Buyer shall provide, free of charge unimpeded access to the infrastructure at relevant premises which is required to perform the Services/duties. It may include use of stationery, printer, electricity, internet, Buyer specific servers, data drives, tools and software's etc. However, use of such infrastructure shall be limited for official purpose only.
4. The Buyer shall make necessary arrangements for use of basic facilities like water coolers/machines, cafeteria, washrooms etc. for manpower working at Buyer's premise/ designated premise.

7. SERVICE TRACKING

Service Performance and Feedback

1. Feedback from the Outsourcing cell/Single Point of Contact (SPOC) of the Buyer shall be maintained (weekly/ monthly, bi-annually) by the service provider. The same can be used to track the service standards. Feedback should be taken without any bias of either party. Buyer can also ask for submission of service feedback notes/ documents at the time of payment towards services delivered.
2. The Single Point of Contact (SPOC) for the issues arising out of this agreement will be the service provider or a designated representative who shall be any employee of the Service Provider in administrative and managerial capacity and in a position of authority to resolve issues. Nonetheless, the service provider shall be solely responsible for maintaining the quality and level of service provided.
3. Such service tracking initiatives not only ensures the quality and punctuality of service delivery also reduces the chances of flaws in delivery mechanism. If any variation in attendance sheet, service feedback is found during the tracking; immediate action can be taken against the party.

8. PENALTIES AND FINE

- The Competent Authority for imposing the penalty shall be the controlling officer i.e. Medical Superintendent/Additional M.S or Chief of Centres, or concerned Head of Department/Office as the case may be.
- In case of breach of any terms and conditions stipulated in the contract, the Performance Security Deposit of the service provider will be liable to be forfeited by this Institute besides annulment of the contract.
- **Failure to commence/execute work:-** In case the service provider fails to commence/execute the contract as stipulated in the agreement, the AIIMS reserves the right to impose and recover penalty as detailed below:-
 - (i) 5% of the cost of order per week for delays in commencement of work beyond two weeks of the placement of the order for up to four weeks delays.
 - (ii) After the four-week delay, AIIMS may cancel the agreement and get this job carried out preferably from any other agency from the open market. The difference in cost, if any, will be recovered from the defaulting service provider as damages and his security deposit shall stand forfeited.
- **Deployment of Outsourced Manpower (Data Entry Operator):**
 - (i) The service provider shall Advertise the vacancy within 07 working days of receipt of demand of outsourced Manpower Data Entry Operator) else a penalty @ Rs. 500/- per day will be imposed on service provider.
 - (ii) The service provider shall provide a list of candidate within 45 days from the closing date of the advertisement else a penalty @ Rs. 500/- per day will be imposed on service provider.
 - (iii) The service provider shall also provide the merit list of candidates within 45 days from the closing date of the advertisement else a penalty @ Rs. 10000/- per instance will be imposed on service provider.
 - (iv) Once deployment letter is provided, candidate has to be informed telephonically and through email & letter within 07 days else a penalty @ Rs. 500/- per person per day will be imposed on service provider.
 - (v) Also, after issuance of deployment letter candidate has to join within 15 days. If the candidate is not joining, it has to be intimated to buyer i.e AIIMS, New Delhi by the service provider within 22 days of issuance of deployment letter failing which a penalty @ Rs. 500/- per person per day will be imposed on service provider.
- Further, in case any written complaint is received from public or from any Officer/staff of the user areas regarding the conduct of the outsourced staff which is attributable to misconduct/misbehaviour/disobedience manpower deployed, a penalty @ Rs. 500/-for each such incident shall be levied on manpower deployed and the same shall be deducted from the service provider's bill. Further if deemed fit by institute authorities, such, guilty person shall be withdrawn immediately by the service provider.
- If the deployed staff is found not wearing uniform/I.d Card, penalty @ Rs. 500/- will be imposed per instance on the outsourced staff (Data Entry Operator).
- If the uniform/I.D card is not provided by service provider penalty @ Rs. 500/- will be imposed per person on the service provider.
- Turning up drunk on duty will invite termination of the outsourced staff (Data Entry Operator).

- **Delay in payment of salary:** An amount @ Rs. 100/- per day, per person, will be charge by AIIMS, New Delhi as penalty towards late payment of salary by service provider, subject to maximum of Rs. 2 lacs per day. Further, service provider will not be responsible due to delay on part of unexpected bank holidays. However, if there are scheduled bank holidays, service provider has to ensure that salary will be credited to manpower deployed on or before 7th of the next month.
- **Delay in deposit of EPF and ESI (both employee and employer share):** An amount @ 100/- per day, per person, will be charge by AIIMS, New Delhi as penalty towards late submission of EPF/ESI or any other statutory allowances, if applicable by service provider, subject to maximum of Rs. 2 lacs per day.
- In case of any damage/loss/theft or pilferage of property, attributed to the service provider/outsourced manpower as verified by the competent authority, loss caused by theft/pilferage will be recovered from the Service Provider/outsourced manpower. Legal action, if required under relevant rules/acts shall be also initiated against the guilty person by the Service Provider.
- Payment of salary/wages to the employees shall be made through bank transfer in their bank accounts only, no cash/cheque or other kind of payment mode shall be adopted. In case the salary of all the outsourced manpower is not paid through ECS/NEFT, a penalty @ Rs. 20000 will be imposed on the service provider per instance.
- Salary slip with breakup of salary/payment components shall be provided by the service provider to all the manpower. Any default will lead to imposition of penalty @ Rs. 1000 per incident.
- Service provider shall ensure proper functionality of Bio-metric machines. A penalty @ Rs. 10,000 per day will be imposed towards the Non Functionality /Non-availability or breakdown of machined of Bio-metric Machine.
- The service provider shall verify/certify and provide the documentary proof for the qualifications and experience of the manpower at the time of short listing of candidates. If the service provider fails to verify/certify and provide the documentary proof for the qualification and experience etc. at the time of short listing of candidates then penalty @ Rs. 1000 per person will be imposed. In case any of such documents is found to be false at any stage, penalty @ Rs. 1000 will be imposed on manpower deployed by service provider. Legal action, if required under relevant rules/acts shall be also initiated against the guilty person by the Service Provider.
- In case service provider fails to provide the experience letter to outsource staff (Data Entry Operator) within 15 days from issuance of clearance/no dues, a penalty @ Rs. 1000 per person will be imposed on service provider.
- Service provider shall provide the “Confidentiality Agreement” from the outsourced staff (Data Entry Operator) at the time of deployment else a penalty @ Rs. 1000/- per person will be imposed on service provider.
- Service provider shall comply with all statutory laws (labour laws, maternity laws etc.) and their subsequent amendment issued from time to time. If at any stage it was found that service provider is not complying with these laws, a penalty @ Rs. 1000/- per person per instance will be imposed on service provider.

9. PAYMENT TERMS

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

The service provider shall assure the payment to employees on the 7th day of the month or earlier, payment of salary/ wages to the employees shall be made in their bank accounts only, in no circumstance cash/ cheque payment shall be made. Any such incidents may lead to penalties on service provider.

9.1 Payment Condition

- A. The cost of services quoted by the service provider shall cover all aspects of service delivery and include all the components of salary/ wages (minimum wage, insurance, PF, ESI, Bonus etc.) and taxes, as applicable.
- B. The payment shall be made as per the financial quotes submitted by the service provider and accepted by the Buyer.

9.2 Payment Cycle and Process

- A. The Performa Invoice (PI) will be submitted by the service provider to the AIIMS, New Delhi in the first week not later than 10th day of the running month with request to release 90% of this amount. Further, service provider will collect the verified attendance from the HOD's of the concerned department every month and submit the final bill for release of remaining 10% payment to service provider. The proof of conformity to EPF/ESIC Provision, to the outsourcing cell will be submitted in the next month positively. Service provider should ensure that payment of salary of any month to its deployed manpower is made by 7th of next month or earlier.
- B. Based on the Performa Invoice(PI), AIIMS, New Delhi will release 90% of the payment in advance subject to the condition that the Performa Invoice (PI) regarding 90% advance payment is submitted by service provided by the 10th day of the month.
- C. Further, even if there is delay in release of 90% advance, the service provider should release the complete salary to the outsource manpower by 7th of the next month. No penalty shall be imposed on AIIMS due to such delay, if any.
- D. The balance 10% should be reimbursed by AIIMS to service provider within 20 working days of submission of Invoice. All the penalties/ fine/ interest (if applicable) shall be settled before making the remaining 10% payments. Service provider shall not have any objection on the same.
- E. The payment of the salary to the staff deputed shall not be delayed because of delay in payment by the Institute.
- F. That the woman outsourced employees will be eligible for maternity benefit with pay as per Maternity Benefit Act, 1961 and subsequent amendments in the act for certain period before and after child-birth as prescribed in the act.

Section -IV

V. Other Terms and Conditions:-

1. Conditional bids shall not be considered and will be rejected out rightly at the very first instance.
2. **Purchaser's Right to accept any bid and to reject any or all bids.:** The competent authority i.e. Director, AIIMS, New Delhi reserves the right to accept in part or in full any bid or reject any or more bid(s) without assigning any reason or to cancel the Tender process and reject all bids at any time prior to award of contract, without incurring any liability, whatsoever to the affected bidder(s).

3. TERMINATION OF CONTRACT

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

- *Mutual consent:* The contract may be terminated based on mutual consent in case the services are no longer required. Termination based on mutual consent will not attract any penalties or shall not be liable for any extra payments other than payment of invoices raised till the time of termination including notice period.
- *Breach of contractual obligations:* Any incidents considered as the breach of contract will result in immediate termination of services. The Buyer shall have the right to terminate the Contract effective immediately by giving written notice to the service provider if, the service provider breaches a material provision of this Contract where that breach is not capable of remedy; or if the Service Provider breaches any provision of this Contract and fails to remedy the breach within 14 days after receiving notice requiring it to do so.
- *Breach of Service Level Agreement (SLA):* Repeated breach of any SLA beyond 3 instances as per buyer discretion.
- Also, Director, AIIMS, New Delhi reserves the right to terminate the contract subject to issuance of sixty (60) days notice to the service provider. Further, the service provider may also terminate the contract during the currency of the contract with a sixty (60) days notice to the buyer with mutual consent.

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

4. The manpower employed by the service provider shall be required to work normally as per the Institute's working days, i.e. from Monday to Saturday from 09:15 hrs. to 17:15 hrs. with a lunch break of ½hour from 13:00 hrs. to 13:30 hrs. However, if the employees are posted to work in areas whose working hours are different, in such areas they will have to follow the schedule as per the requirement of such area. They may be posted to work in shifts (MORNING, EVENING & NIGHT) wherever and whenever required as per the Institute's requirements in such cases their day of rest (weekly off) shall be adjusted accordingly. The manpower deployed by AIIMS can be called upon to perform duties on

Sundays and other Gazetted holidays, if required. No extra wages will be paid for attending office on such exigencies. However, their weekly days off shall be adjusted accordingly by the controlling officer. The payment shall be made on conclusion of the calendar month only based on actual no of duties performed by each person during the month.

5. None of the deployed Outsource manpower (Data entry operator) shall be employed or allowed to work about the business of an establishment for more than nine hours on any day or 48 hours in any week and user department shall fix the daily periods of work accordingly.
6. Outsource manpower (Data entry operator) will have to report to their duty place at least 15 minutes in advance of the commencement of the shift/duty for collecting necessary documents/instructions and to complete other required formalities.

7. **Attendance of the Manpower Deployed:**

- Aadhaar enabled biometric with iris biometric attendance system shall be installed by the service provider for its personnel with verification access at the office(s) of the concerned officer(s) in the respective area of responsibility. Service provider shall install sufficient number of the Bio-metric machines in order to ensure the proper attendance system across the AIIMS. If the bio-metric attendance is marked only once i.e either morning or evening, it will be counted as absent for that day.
- Geotagging shall be installed by the service provider for geo tagging ID cards or any tracker along with tracker system for its staff deployed at AIIMS, New Delhi or its centres for real time verification.
- On the 1st day of every month, the biometric attendance data of outsourced staff shall be downloaded by the service provider and forwarded to the respective reporting officer of the outsourced worker/staff.
- The reporting officer shall verify the monthly biometric attendance data and submit a consolidated report which includes:
 - a) Name of the Employee,
 - b) Designation,
 - c) Number of days in the month,
 - d) Number of weekly Offs'
 - e) Number of days absent and
 - f) Number of days payable etc.
- In this regard, an employee tracking dashboard should be installed by the service provider for real time monitoring of the outsourced manpower (Data entry operator) with details such as name, ID, location, shift timings etc. to visualize, monitor and analyze employees performance.
- Late arriving (more than 15 minutes but less than 1 hour) at office by deployed outsource Data Entry Operator for more than 03 occasions, will invite deduction of 01 day pay from the monthly salary.
- If employee arrived after 1 hour delay or left workplace early, it will be counted as half day leave.

8. **Uniform:-**

- In order to implement professional attire provision, 02 set of uniform (Shirt with Logo + Pant) along with 01 jacket for winters to be provided by the service provider to all Data Entry Operators within 20 days of deployment.

- It is mandatory for all Data Entry operators to wear this uniform while on duty.
9. The service provider shall ensure proper conduct of its personnel in office premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, spitting, loitering without work, using abusive /objectionable language, fighting with other staff including other contractual staff, creating nuisance/or disturbing the peace in place of posting etc.
 10. Service provider shall nominate and deploy a supervisor/Coordinator who will be posted 24X7 in hospital premises and the duty roster for the same is to be displayed and shared with concerned authorities as well as outsource cell. Adequate supervision has to be provided to ensure correct performance of the said services in accordance with the prevailing assignment instructions. In order to exercise effective control & supervision over the staff, the supervisor will move in their area of responsibility. The expenditure on this account shall be borne by service provider without any liability on the part of AIIMS, New Delhi.
 11. Outsource manpower (Data entry operator) deployed by service provider have to be extremely courteous with very pleasant mannerism in dealing with the subordinate staff/senior/colleagues/patients/attendants and general public. They should project an image of utmost discipline. AIIMS shall reserve the right to terminate or transfer any person in case of patient/staff complaint or if the person is not performing the job satisfactorily. The decision of AIIMS on this regard is final and binding on service provider and its deployed manpower.
 12. Outsource manpower (Data entry operator) deployed by service provider shall not take part in any staff union and association activities/strikes. In case of any grievance, the staff shall raise the grievance at appropriate level. In case, outsourced staff engage in strike/not reporting to duty without prior intimation and permission, appropriate action will be taken upon staff when found engaged in such activities, including but not limited to, termination of contract. The decision of AIIMS, New Delhi on this regard will be final and binding.
 13. Outsource manpower (Data entry operator) will neither be regularized nor they claim any regularization irrespective of duration of employment at the AIIMS. All Outsource manpower (Data entry operator) required to submit an undertaking in this regard to AIIMS at the time of joining and service provider shall ensure compliance for new appointments.
 14. Outsource manpower (Data entry operator) shall be entitled to avail weekly holiday, as applicable by the respective user department.
 15. In case of any accident caused to the Outsource manpower (Data entry operator), all liabilities shall be borne by service provider and AIIMS shall not be liable to bear any expense in this regard. Further, no paid leaves will be provided by AIIMS.
 16. Outsource manpower (Data entry operator) deployed by service provider shall not accept any gratitude or reward in any shape form anyone including General Public, Patients etc. or involve in any corrupt practice. If any person was found to engage in such practices, the person shall be immediately removed and appropriate action will be taken as per AIIMS policies.
 17. Outsource manpower (Data entry operator) not covered under ESIC scheme of Govt. of India shall be provided with Group accidental Insurance (GAC) and Group Medical

Insurance (GMC) as an option by the service provider for which premium may be deducted from the wages of the willing persons.

18. Service provider or Outsource manpower (Data entry operator) shall not be entitled for any amount toward local conveyance/travel allowances.
19. Instruments/equipment provided for proper discharge of responsibilities to Outsource manpower (Data entry operator) shall be handled responsibly and returned in appropriate condition to concerned department upon termination of contract. If any staff was found to have not returned the Instruments/equipment, the same shall be recovered from service provider as per AIIMS policy up to the value of the loss. The decision of the AIIMS will be final and binding on service provider.

20. AMENDMENT OF CONTRACT

- I. The Institute reserves the right to withdraw/ relax/ modify terms and conditions mentioned above to ensure smooth operations, with consensus of the vendor.
- II. During service delivery period some conditions may occur when the Buyer and/ or Service Provider may require to amend the Agreement, some of such conditions may be as followed-
 - *Amendment of the Contract after event of Force Majeure:* In case of occurrence of any exceptional event/ circumstance which has affected either party directly to perform the agreed services, the agreement can be amended. However, cause, evidence and nature of such effect shall be notified to the other party.
 - *Amendment in statutory variations:* All statutory variations leading to increase in the cost of the contract will be debited to the buyer accounts.
 - *Amendment of the Contract as per both parties' consent:* Amendment of the Contract shall be done as per mutual consent of both parties; no party shall be made liable to pay/ get any compensation for agreement amendment.
- III. The party which is proposing the amendment should send in writing to opposite party in stipulated format wherein section, sub-section, clause number & page number are clearly mentioned.

21. Services of any existing employee can be terminated by giving 15 day's notice to him/her in advance through service provider subject to condition that services of an outsourced employee can be terminated forthwith without any notice in case of involvement in any act of moral turpitude or a criminal offence. AIIMS reserve the right to prematurely terminate the services of an employee if his/her services are no longer required.

22. FRAUD AND CORRUPT PRACTICES

Definitions: For the purpose of this clause, the terms set forth below have meanings as follows:

- a) "Corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process or (ii) save and except as permitted, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the

Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical advisor of the Authority in relation to any matter concerning the Project;

- b) “Fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process, selection process or the execution of a contract;
 - c) “Coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence to any person’s participation or action in the Bidding Process;
 - d) “Undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest;
 - e) “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidder with the objective of restricting or manipulating a full and fair competition in the Bidding Process.
- i. The bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Not with standing anything to the contrary contained herein, the Institute may reject a bid without being liable in any manner whatsoever to the Bidder if it determines that the bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.
 - ii. Without prejudice to the rights of the Institute under Clause i. here in above, if bidder is found by the Institute to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Bidder shall not be eligible to participate in any tender or RFQ issued by the Institute for a period of 3 (three) years from the date of occurrence of such incident.
23. The Tax Deduction at Source (T.D.S.) shall be deducted as per the provisions of Income Tax law/Govt. Norms, as amended from time to time and a certificate to this effect shall be provided to the service provider by this Institute.
24. In case, the service provider fails to comply with any statutory/ taxation liability under appropriate law and as a result thereof the Institute is put to any loss/ obligation, monetary or otherwise, the Institute would be entitled to recover the same from the service provider either by deducting this amount from money due to the Service Provider/outstanding bills or from Performance Security.
25. In the event of default being made in the payment of any wage/due money in respect of any of the person deployed by the service provider for carrying out this contract, and a claim is filed in the office of the Labour Authorities and proof thereof is furnished to the satisfaction of the Labour Authorities, the ‘AIIMS’ may, failing payment of the said money by the service provider make payment of such claim on behalf of the Service Provider to the said Labour Authorities/worker and any sums so paid shall be recoverable by the ‘AIIMS’ from the service provider either by deducting this amount from money due to the Service Provider/outstanding bills or from Performance Security. out of the or the Performance Security Deposit of the service provider.

26. If any authority imposes any Financial penalty/award because of deficiency by the Bidder/manpower provided by the service provider to AIIMS with directions to AIIMS to deposit/pay the same, such money shall be deemed to be payable by the Service Provider to the 'Institute'. The Institute shall recover such amount from the service provider either by deducting this amount from money due to the Service Provider/outstanding bills or from Performance Security Deposit of the service provider along with administrative/departmental charges as provided in clause-21(4) of the Contract Labour (Regulation & Abolition) ACT-1970 (ACT No-37 of 1970).
27. AIIMS will proportionally enhance the amount payable to the workers deployed under the terms and conditions of this tender contract on account of the enhancement of Variable Dearness Allowances (VDA) or revision of minimum wages as notified by the Govt. of India/NCT- Delhi, whichever is higher and implemented by the Institute and shall pay the service provider the difference in wage from the amount mentioned in the contract on pro rata basis. However, the administrative/service charges will remain same throughout the currency of the contract.
28. The service provider will be obliged to pay as per minimum wages wherever applicable and make deductions of employee's contribution to various statutory contributions from this quoted price. If there is any upward/downward revision of minimum wages or statutory contributions, the service provider will revise wages, and/or contribution accordingly. The service provider will then inform the Institute about the same along with documentary evidence and then the quoted price will be revised as per actual change in wages and or statutory provisions.
29. **Indemnity bond:** The second party (service provider) shall provide indemnity to the first party (AIIMS) for any illegal acts carried out by the manpower supplied to the first party in its premises. The second party (service provider) shall be the "employer" for all purposes in respect of the manpower so provided and he shall be responsible for and ensure the implementation of the Labour and Industrial law.

30. Performance Security

- The service Provider shall furnish the performance security to AIIMS, New Delhi within Thirty (30) days from date of the issue of notification of award by the Purchaser, the service provider, shall furnish Performance Security to the Purchaser for an amount equal to Three percent (03 %) of the total value of the contract, valid up to ninety (90) days after the date of completion of all contractual obligations by the service provider.
- The Performance security shall be denominated in Indian Rupees or in the currency of the contract as detailed below:

It shall be in any one of the forms namely Account Payee Demand Draft, Bank guarantee, Insurance surety bond or Fixed Deposit Receipt drawn from any Scheduled bank in India or Bank Guarantee issued by a Scheduled bank in India, in favour of "AIIMS MAIN GRANT", Bank name: - State Bank of India, Ansari Nagar.

- In the event of any amendment issued to the contract, the service provider shall, within fifteen (15) days of issue of the amendment, furnish the corresponding amendment to the

Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.

31. **Option Clause**

- The Institute reserves the right to increase or decrease the number of Manpower to be deployed up to 25% of bid requirement at the time of placement of contract.
- The Institute also reserves the right to increase the requirement by up to 25% of the contracted requirement during the currency of the contract on the same terms & conditions and at the contracted rates. Service provider are bound to accept the orders accordingly.

32. **Settlement of Disputes**

- **Amicable Settlement:** In case dispute arises between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt and try to settle the dispute amicably within 60 days.
 - **Arbitration:** In the case of dispute arising upon or in relation to or in connection with the contract between AIIMS and the Service Provider, which has not been settled amicably, any party can refer the dispute for Arbitration under the Arbitration and Conciliation Act 1996.
 - i. Arbitration proceedings shall be held in New Delhi and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
 - ii. The decision of the arbitrator(s) shall be final and binding upon both parties. The expenses of the arbitrator(s) as determined by the arbitrator(s) shall be shared equally by AIIMS, New Delhi and the PSU. However, the expenses incurred by each party in connection with the preparation & presentation of their cases shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.
 - **Jurisdiction of Courts etc.:** The courts/any other Tribunal or Forum in New Delhi alone shall have exclusive jurisdiction with regard to any matter/dispute relating to or arising out this contract.
33. In case of any conflict between GeM SLA, Terms & Conditions available on GeM and additional Terms & conditions (ATC), the conditions/terms given in the ATC shall supersede over others.

Section -V

VI. Evaluation Criteria of Bids and Award Criteria

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

Financial bids evaluation criteria:

1. Financial Evaluation will be done on the basis of Administrative/ Service Charges.
2. The bidder shall quote service charge in percentage (%) term at column 7 of below given format as a whole number & not in decimals/ range/ fractions to be calculated as below:

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

Note:-

1. Service Charge shall be quoted in percentage (%) term in financial bid on GeM Portal under Financial quote which shall also be filled in Column 7 of above format.
2. The same format shall be filled, scanned and to be uploaded in price bid separately in pdf format. However the selection will be done on the basis of rate of service charge quoted in financial bid. Deviation in financial bid submitted on GeM and that of quoted in above format will result in rejection of the bid summarily.
3. Disclosing financial bid in Technical bid shall also result in rejection of the bid.

4. The Bids with the abnormally low, negligible or Zero administrative/ service charges will be rejected as low administrative/ service charges would affect statutory payment & wages.
 - The bidder whose administrative charges are lowest will be awarded the contract of services.
 - If the services of any service provider are not found satisfactory (failed to pay the wages as per schedule for contract for more than three occasions during the contract period) such services shall be awarded to next lowest bidder, if agree to match L-1 quoted administrative charges.
5. As per DoE OM No. F.6/1/2023-PPD dated: 6th January 2023, the minimum service charges for Manpower Outsourcing Services has been fixed as 3.85%. The contracts concluded through this service shall be in compliance with the above mentioned OM.

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

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

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

#	Tender requirements	To be filled by the bidder with page number at which relevant document is placed
1.	Tender Acceptance Form (Annexure - II)	
2.	Document establishing that the bidder has completed at least one service contract of providing service/manpower of value not less than Rs. 38.00 Crore per annum in the last three years i.e. F.Y. 2022-23, 2023-24 & 2024-25. OR At least two service contracts of providing manpower services of value not less than Rs. 24.00 Crore per annum in the last three Financial Years i.e. F.Y. 2022-23, 2023-24 & 2024-25. OR At least three service contracts of providing manpower services of value not less than Rs. 19.00 Crore per annum in the last three Financial Years i.e. F.Y. 2022-23, 2023-24 & 2024-25.	
3.	The bidder should submit certificates of satisfactory performance (regarding manpower services provided) which must specifically mention that the vendor has made the payment of salary timely and also deposited the statutory contribution i.e. ESI, EPF etc. timely, from any two institutions where the bidder had provided manpower services in last five years.	
4.	The bidder shall furnish an affidavit on non-judicial stamp paper of Rs.100/- (Rupees Hundred only) duly notarized affirming that in last 3 year, bidder was not found to be deficient in providing satisfactory service, delay in payment/Bonus to staff or defaulter in depositing statutory dues i.e. ESI, EPF etc.by any of the organization where the bidder had provided the services.	

5.	Labour License, GST Registration, PAN Card.	
6.	ESI and EPF Registration Certificate.	
7.	Average Annual Turnover of the bidder from Manpower Services in the last three Financial Years i.e. F.Y. 2022-23, 2023-24 & 2024-25 should be above Rs 48 Crores. The requisite Turn Over shall be duly certified by a Chartered Accountant with signatures and registration number.	
8.	Net Worth of the bidder as on 31st March of previous Financial Year i.e. 2024-25 should be positive. The bidders are required to upload and submit page of summarized Balance Sheet (Audited) and also page of summarized Profit & Loss Account (Audited) for last three years.	
9.	The bidder should have filed income tax returns for the last last three Financial Years i.e. F.Y. 2022-23, 2023-24 & 2024-25.	
10.	Bank details, Name of the beneficiary, Account No. of the beneficiary, IFSC code of the bank/ branch (Bank Mandate Form)	
11.	Any other document required in Tender Document	

Note:

1. Copy of all necessary relevant documents, duly signed and stamped must be attached for verification of the information provided.
2. If any documents/certificates, as detailed above is not supplied by the bidder their offer is liable to be rejected.
3. In case of any discrepancy, AIIMS New Delhi reserves the right for the verification of the documents, if any submitted by bidder.

Signature of Tenderer with full Address & seal

Tender Acceptance Form
(To be given on PSU's (CPSU's & SPSU's) Letter Head)

Dated:-.....

To,

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

Sub:- Acceptance of Terms & Conditions of Tender.

Tender Reference No.:

Name of Tender / Work _____

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s)
namely: _____ as per your advertisement, given in the above mentioned website(s).
2. I / We hereby certify that I/we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure (s), schedule(s), etc.), which form part of the contract agreement and undertake to comply with them for the contract period (valid for three years from the date of signing of the agreement deed which may be curtailed for 2 year or further extended for 01 year subject to satisfactory performance on same terms & conditions and on mutual consent basis.
3. The corrigendum(s) issued from time to time by your department/ organizations too have also been taken into consideration while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. I/we, the undersigned, hereby bind myself/ourselves to provide services, as detailed in the tender document, to the Director, AIIMS, New Delhi during the validity of this tender & rate contract.
6. I/we agree that in cases of failure to provide services, as detailed in the tender documents, AIIMS reserves the right to make arrangements of the same from the market/other sources at my/our risk and cost.
7. The conditions contained herein shall form part of and shall be taken as if they are included in the agreement to be entered into or treated as the agreement itself at the discretion of the Director.
8. I / We do hereby declare that our PSU (CPSU & SPSU) has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking. Our PSU (CPSU & SPSU) services were not terminated for deficiency of services for any other reason in last 3 years.

9. I / We certify that all information furnished by our PSU (CPSU & SPSU) is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.
10. Tenders are duly signed and stamped (No thumb impression should be affixed).
11. I/we shall execute an agreement on a Non-judicial Stamp Paper of Rs. 100/- (Rupees hundred only) in case my/our tender is accepted and an agreement will be executed by me within 14 days of the intimation of acceptance of rates for the tender failing which, 5% of the cost of order/agreement (Annual cost to Institute as quoted in the tender) per week, up to 2 weeks delay for non-execution of contract after award of work shall be paid by PSU (CPSU & SPSU) as penalty and after 2 weeks delay, AIIMS reserves the right to cancel the contract and withhold the agreement and my/our EMD/security deposit may be forfeited and service provider's name shall be banned from participating in tenders for further 3years at the AIIMS, New Delhi. AIIMS may get services from other vendor and difference cost will be recovered from the PSU (CPSU & SPSU).
12. I/We have gone through all terms and conditions of the tender documents before submitted the same.

Yours faithfully,

Signature of bidder with full address

WITNESS _____

WITNESS _____

FORM OF BANK GUARANTEE FOR BID SECURITY

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

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

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

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

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

WE further agree as follows:-

That the Department may without affecting this guarantee grant time of other to or indulgence to or negotiate further with the Bidder in regard to the conditions contained in the said tender and thereby modify these conditions or add thereto any further conditions as may be mutually agreed upon between the Department and the Bidder.

That the guarantee herein before contained shall not be affected by any change in constitution of our Bank or in the constitution of the Bidder.

That this guarantee commences from the date hereof and shall remain in force till:-

The Bidder, in case the bid is accepted by the Department, executes a formal agreement after furnishing the Performance Guarantee of a scheduled commercial Bank based in India.

Forty five days after the date of validity or the extended date of validity of the tender, as the case may be, whichever is later.

That the expression “the Bidder” and “the Bank” herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successors and assigns.

THE CONDITIONS of this obligation are:

If the Bidder withdraws his bid during the period of Tender validity specified in the Form of Tender; or

If the Bidder refuses to accept the corrections of errors in his bid; or

If the Bidder having been notified of the acceptance of his bid by the Department during the period of tender validity and fails or refuses to furnish them Performance Guarantee and/or (b) fails or refuses to enter into a contract within the time limit specified in para. of the NIT.

If the tender is terminated on the allegation of production of false/forged documents for obtaining the contract.

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

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

Signature of Witness

Signature of Authorized Official of the Bank

Name of Official _____

Designation _____

ID No. _____

Name of Witness

(Stamp/Seal of Bank)

Address of Witness

List of central labour laws under Ministry of Labour and Employment

1. The Minimum Wages Act, 1948
2. The Payment of Wages Act, 1936
3. The Payment of Bonus Act, 1965
4. The Equal Remuneration Act, 1976
5. The Trade Unions Act, 1926
6. The Industrial Employment (Standing Orders) Act, 1946.
7. The Industrial Disputes Act, 1947
8. The Weekly Holidays Act, 1942
9. The Factories Act, 1948
10. The Plantation Labour Act, 1951
11. The Mines Act, 1952
12. The Building and Other Constructions Workers' (Regulation of Employment and Conditions of Service) Act, 1996
13. The Motor Transport Workers Act, 1961
14. The Beedi and Cigar Workers (Conditions of Employment) Act, 1966
15. The Contract Labour (Regulation and Abolition) Act, 1970.
16. The Bonded Labour System (Abolition) Act, 1976
17. The Sales Promotion Employees (Conditions of Service) Act, 1976
18. The Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979
19. The Cine Workers and Cinema Theatre Workers (Regulation of Employment) Act, 1981
20. The Dock Workers (Safety, Health and Welfare) Act, 1986
21. The Child Labour (Prohibition and Regulation) Act, 1986
22. The Working Journalists and Other Newspapers Employees (Conditions of Service) and Miscellaneous Provisions Act, 1955
23. The Working Journalists (Fixation of rates of Wages) Act, 1958
24. The Employees' Compensation Act, 1923
25. The Employees' Provident Funds and Miscellaneous Provisions Act, 1952
26. The Employees' State Insurance Act, 1948
27. The Maternity Benefit Act, 1961
28. The Payment of Gratuity Act, 1972
29. The Unorganized Workers' Social Security Act, 2008
30. The Building and Other Construction Workers Cess Act, 1996
31. The Mica Mines Labour Welfare Fund Act, 1946
32. The Cine Workers Welfare (Cess) Act, 1981
33. The Cine Workers Welfare Fund Act, 1981
34. The Limestone and Dolomite Mines Labour Welfare Fund Act, 1972
35. The Iron Ore Mines, Manganese Ore Mines and Chrome Ore Mines Labour Welfare (Cess) Act, 1976
36. The Iron Ore Mines, Manganese Ore Mines and Chrome Ore Mines Labour Welfare Fund Act, 1976
37. The Beedi Workers Welfare Cess Act, 1976
38. The Beedi Workers Welfare Fund Act, 1976
39. The Labour Laws (Exemption from Furnishing Returns and Maintaining Registers by Certain Establishments) Act, 1988
40. The Employment Exchange (Compulsory Notification of Vacancies) Act, 1959

41. Labour codes issued under New Labour laws i.e “The code on Wages, 2019”, “The Industrial Relation Code, 2020”, “The Code on Social Security, 2020” and “The occupations, safety, Health and Working Conditions Code, 2020”.