

अखिल भारतीय आयुर्विज्ञान संस्थान राजकोट, गुजरात 360001
All India Institute of Medical Sciences, Rajkot, Gujarat 360001
A Central Autonomous Body under PMSSY, MoH&FW, Government of India
www.aiimsrajkot.edu.in

REQUEST FOR EMPANELMENT (RFE)

F No./AIIMS/Rajkot/Admin/Procurement/02/Tender/RFE/293
dated 09.06.2021

**“Empanelment of Agency for Providing Human
Resources for AIIMS Rajkot”**

(Two Stage, Quality cum cost based Reverse Auction on offline mode)

Disclaimer

This Tender is not an offer by the All India Institute of Medical Sciences, Rajkot but an invitation to receive offer from vendors/bidders. No contractual obligation whatsoever shall arise from the tender process unless and until a formal contract is signed and executed by duly authorized Officers of the All India Institute of Medical Sciences, Rajkot with the vendor/ bidder.

The information contained in this Request for Empanelment (RFE) Document is being provided to interested bidders on the terms and conditions set out in this Tender. The purpose of this Tender Document (hereinafter called RFE: Request for Empanelment) is to provide interested parties with information that may be useful to them in making their technical and financial offers pursuant to this RFE.

This RFE includes statements, which reflect various assumptions and assessments arrived at by the All India Institute of Medical Sciences, Rajkot. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFE may not be appropriate for all persons, and it is not possible for the AIIMS, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFE. The assumptions, assessments, statements and information contained in the RFE may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFE and obtain independent advice from appropriate sources.

The Director (ED) AIIMS proposes to conduct an open, two-stage tender as per the provisions of GFR 2017. The bidders shall be evaluated on quality-cum-cost based parameters and shall be required to quote their price bid on a reverse auction to the benchmark price determined by the AIIMS. In two stage tender systems, AIIMS shall initially publish a technical bid of 70 marks which will also serve as pre-qualification bid. A pre-bid shall be organized for query resolution, if any wherein AIIMS shall also convey its requirements. Every bidder who shall score a minimum of 70 percent shall be required to make a detailed presentation to the designated committee/authority for a score out of 30 marks, which shall not be disclosed to the bidder. Thereafter, AIIMS shall publish a financial bid and only those bidders, who have taken part in the presentation shall be eligible to bid. AIIMS shall also maintain a lower threshold of commercial bid value and the bids below such threshold shall be treated non-responsive. In addition, those bidders who have scored below 10 in the presentation shall stand disqualified while computing the Highest Composite score. These shall be disclosed to bidders before opening the financial bid. The bidder who scores the highest score in quality-cum-cost based parameter shall be awarded the bid. The methodology of determining the highest score will be as per the methodology given in manual of procurement of consultancy services and other services, 2017.

Information provided in this RFE to the Bidders is on a wide range of matters, some of which may depend upon the interpretation of law. The information given is not intended to be an exhaustive account of

statutory requirements and should not be regarded as a complete or authoritative statement of law. AIIMS accepts no responsibility for the accuracy or otherwise of any interpretation or opinion on law expressed herein. AIIMS, its employees and advisors, make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, costs or expenses which may arise from or be incurred or suffered on account of anything contained in this RFE or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFE and any assessment, assumption, statement or information contained therein or deemed to form part of this RFE Document or arising in any way for participation in this Bid Process. AIIMS also accepts 'no liability' of any nature, whether resulting from negligence or otherwise howsoever caused, arising from the reliance of any Bidder upon the statements contained in this RFE.

AIIMS may, at its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFE. The issue of this RFE does not imply that AIIMS is bound to select or appoint a Bidder, as the case may be, for the Project and AIIMS reserves the right to reject all or any of the Bidder or Bids without assigning any reason whatsoever.

The Bidders shall bear all costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by AIIMS or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and AIIMS shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

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1. Invitation to Empanelment

About us: AIIMS Rajkot is one of new AIIMS established by the Ministry of Health & Family Welfare, Government of India under the Pradhan Mantri Swasthya Suraksha Yojna (PMSSY) with the aim of correcting regional imbalances in quality tertiary level healthcare in the country and attaining self-sufficiency in graduate and postgraduate Medical Education. PMSSY planned to set up new AIIMS like institutions in under-served areas of the country. These Institutions are established by an Act of Parliament on the lines of the original All India Institute of Medical Sciences, in Rajkot which imparts both undergraduate and postgraduate medical education in all its branches and related fields, along with nursing and paramedical training to bring together in one place educational facilities of the highest order for the training of personnel in all branches of health care activity.

Objectives of Tender for empanelment: The objective of this RFE is to select suitable qualified agency and to empaneling it for a period of **three (3) years, extendable by another 2 years at the sole discretion of AIIMS, Rajkot** , if required, as Provider of Human Resources for all types of Highly Skilled, Skilled, Semiskilled and Unskilled Manpower who will take care of entire housekeeping including office work assistance, hospital work assistance, academic work assistance, facility management, security of the premises, etc. to AIIMS, Rajkot towards its requirements during the establishment phase. The agency shall be empaneled based on the evaluation criteria through an open, two stage, reverse-auction based quality-cum-cost based evaluation. The reverse auction shall have a lower threshold and bidders bidding below it will be treated non-responsive and disqualified.

The agency shall be a 'person' as per the Income tax Act and a resident of India, with offices located within the territorial jurisdiction of India. The agency shall be an Indian entity and shall be registered with Taxation authorities in India. The agency shall be a profitable entity and should have a positive network.

The website for accessing the information related to this RFE is www.aiimsrajkot.edu.in and also the e-Publishing on central public procurement portal (CPPP) i.e. <https://eprocure.gov.in/epublish>. Interested bidders are requested to submit their proposals hard copy to the office of Deputy Director (Administration) after superscribing the envelope as the "**RFE for Empanelment of Agency for Providing Human Resources for AIIMS Rajkot**" on or before 1700 hours, 30/06/2021.

Thank you and we look forward to receiving your proposal.

Warm regards-

Deputy Director (Administration)

AIIMS, Rajkot, Gujarat

09.06.2021

2. Fact Sheet and RFE Schedule

S.No	Reference	Description
1.	RFE Tender number	AIIMS/RAJKOT/ADMIN/02/PROCUREMENT/NONCONSULTANCY/EMPANELMENT/ 2021-22
2.	Name of the Official and the Agency Carrying out the Empanelment	Deputy Director (Administration) for and on behalf of the Executive Director, AIIMS Rajkot
3.	Date of publishing of RFE	09 June 2021
4.	RFE Title	Empanelment of Agency for Providing Human Resources for AIIMS
5.	Availability of RFE document	The RFE Tender document can be downloaded from the website of AIIMS Rajkot www.aiimsrajkot.edu.in as well as from e_publish Central Public Procurement portal- https://eprocure.gov.in/epublish/app
6.	Cost of Tender	NIL
7.	EMD	Rs. 5 Lakhs (Five Lakhs only) to be submitted as a Demand Draft in the name of "AIIMS Rajkot" payable at the bank account: AIIMS Rajkot, Bank of Baroda Account Number 18720200001917 Mia Basni, Jodhpur BARB0INDJOD (5th letter is zero) No participant shall be exempt from EMD. Non-submission of EMD shall lead to non-consideration of Bid.
8.	Method of selection	Two stage evaluation process comprising of: <ul style="list-style-type: none"> • Technical Evaluation followed by presentation by the qualified bidder • Commercial Evaluation The selection of the agency shall be based on "Highest Composite Score" on quality-cum-cost based parameters. The Bid will be awarded to the Bidder whose weighted technical and financial score is the Highest. Such bidder shall be awarded work on the financial-bid price quoted by the bidder in the commercial bid.

S.No	Reference	Description
9.	Date till which the RFE response/bid should be valid i.e. period of bid validity	The bid proposal shall remain valid for 180 (one hundred and eighty) days from the last date of bid submission.
10.	Bid Securing Declaration	The Bidders shall submit, bid securing declaration form as per the format provided in this bid. The same shall be submitted in hard copy at AIIMS office along-with Technical Bid
11.	Pre-bid meeting	Date- 18.06.2021 1100 hours onwards Mode of meeting physical/online on request (Non attendance will imply that the tender terms are acceptable to the bidder)
12.	Pre-Bid Queries	Queries/Clarification(s) must be requested on or before 17.06.2021 at 1700 hours. Bidders are required to send the queries/clarification request(s) in the manner specified in Annexure 1 (Template for Pre-Bid Queries) of the RFE. The e-mail address for requesting clarification is: <ul style="list-style-type: none"> ps.d.da.aiimsrajkot@gmail.com e-mail must be marked to the above email id.
13.	Technical Bid submission along with all annexures, EMD, except commercial/financial bid	Physical submission: The last date and time for submission of Proposal is 30.06.2021 at 1500 hours. The bidder's proposal must be submitted in hard copy in AIIMS Rajkot on or before the last date and time of submission. The envelope should be superscribed: Technical Bid for "Empanelment of Agency for Providing Human Resources for AIIMS" Stores Clerk, First Floor, AIIMS Rajkot Temporary Campus, PDU medical College & Civil Hospital, Rajkot 360001
14.	Presentation by the Bidder	Maximum 30 minutes, during Bid presentation. Date and time will be intimated to the Bidders.
15.	Uploading of Commercial Bid /Financial	Will be informed later; Commercial Bid document is not enclosed at this stage

S.No	Reference	Description
.	bid document by AIIMS	
16.	Commercial Bid submission by the Bidder	Will be informed later
17.	Currency	The bidder to state all costs as percentage/in Indian Rupees only (₹).
18.	Late Bids	Late bids i.e. bids received after the specified date and time of receipt will not be considered.
19.	Date, Time and venue for opening of pre-qualification bids of all bidders	Date- 30.06.2021 at 1700 hours Mode- Hard Copy Submission
20.	Tentative date, time and venue for opening of financial bids (only of the bidders who have qualified in the pre-qualification stage and made presentation)	Date- To be announced later. Mode- Hard Copy Submission

Table 1: Fact sheet and RFE Schedule

Note: The Fact Sheet and Schedule set out above is indicative in nature and AIIMS may, in its sole discretion and without prior notice to the Bidders, amend the Schedule. The responsibility shall lie with the Bidders to verify the Schedule and AIIMS shall not incur any liability whatsoever arising out of

amendments to the Schedule. AIIMS shall give notice of changes to the Schedule, if any, by Addendum. All bidders are advised to check for any further clarifications, amendments/addendums and corrigendum related to this RFE at the following website:

Website: www.aiimsrajkot.edu.in

3. AIIMS RAJKOT

3.1. AIIMS RAJKOT TEMPORARY CAMPUS AND PERMANENT CAMPUS

AIIMS Rajkot has commenced its operations from the temporary campus located at PDU medical College & CIVIL Hospital Rajkot. The temporary campus at present has a two storied building alongwith a parking area; two blocks of Boys hostel; one floor of Girls hostel, located at three different places. Services are needed in all three places.

AIIMS Rajkot is constructing its permanent campus at Village Khandheri & Para-Pipaliya, Tehsil Paddhari, Rajkot, about 12 to 15 Kilometers away from the temporary campus. It is proposed to commence the OPD operations from December 2021. The Dharamshala, Hostels and a few other buildings will be operationalized by December. The rest of the campus will be handed over in due course of time.

For a certain period of time, about one to one and a half years, both campuses will be functional.

3.2. Rationale of an Empanelment process

The establishment phase of an AIIMS like organization is a state of fluctuations. The activities are largely dependent upon construction activities coupled with academic compulsions. AIIMS Rajkot has been 'early operationalized', i.e. the activities of Medical College has been commenced well before the completion of a permanent campus. Accordingly, OPD is being commenced from an alternate building in the permanent campus. The OPD shall have facilities of consultation, diagnostics as well as pharmacy. Other patient amenities like canteen, waiting area and an ATM will also be established. The temporary campus, in the meanwhile, will also need expansion, with the arrival of students in the second academic year. New Hostels will be added up. On the whole, as the areas under permanent campus as well as temporary campus are not determinable with certainty at this juncture. Even after commencement of permanent campus, other facilities will be commenced as and when the buildings are handed over. In consideration of the above, instead of tenders on determinable-cost basis, an open tender on empanelment basis of Vendor is being undertaken.

Overall, this empanelment is aimed to provide the most suitable bidder for the job, by open tender price discovery, and not just the L1 bidder, who might not be able to perform, and prove extremely costly in delays, non-implementation, administrative time and efforts, and legal/arbitrations.

Objectives of the tender have been briefly stated in the 'invitation paragraph'.

4. Scope of Work

It is clarified that Scope of work provided in this section is inclusive but not limited to below details only. Agencies empaneled shall undertake all relevant and other tasks within the scope of the RFE, as may be necessary to implement the scope and the project efficiently and effectively in order to achieve the desired objectives. The following is the envisaged scope of work under this RFE.

4.1. Empanelment Terms

AIIMS proposes to empanel agencies having proven expertise for the given scope of work. The agency shall be a 'person' as per the Income tax Act and a resident of India, with offices located within the territorial jurisdiction of India. The agency shall be an Indian entity and shall be registered with Taxation authorities in India. The agency shall be a profitable entity and should have a positive net-worth.

The terms & conditions of empanelment shall include:

1. The Empaneled Agency would be engaged for the entire duration of contract, at the agency charges quoted in the commercial bid document in tender.
2. The Empaneled Bidder will not have the option of refusing the given work. Agency which will refuse the given work will be de-empaneled and will not be allowed to work with AIIMS in any capacity for next 5 years from the date of debarment.
3. The agency will be engaged for a period of three (3) years, with scope of extension of 2 years. Empanelment will be renewed every year subject to satisfactory performance and feedback from stakeholders. Extension of contract will be at sole discretion of AIIMS.
4. In case the Empanelment or contract is terminated by AIIMS for reasons other than specified in clause 9.1 of the Contract a notice of two (2) month will be provided. In case of performance issue, Termination or De-Empanelment shall take place as per clause 9.1 of the contract.
5. Agencies will be empaneled by AIIMS for providing human resources for implementation of the various activities in AIIMS in general.
6. Agencies shall have to strictly adhere to AIIMS guidelines regarding Human resources published from time to time
7. The rates finalized shall remain valid during empanelment period, including extension. The extension shall be on mutually consent after 3rd year.

4.2. Scope of Work

The Vendor shall provide trained and qualified manpower as per the essential conditions of qualifications proposed by AIIMS for the following works in temporary and permanent campus:

1. Manpower to support office, academic and hospital and ancillary activities
2. Manpower for facility management including security, fire, housekeeping, operations and management, canteen/ guest house management/ equipment management including technical staff/ supervisors/ and any other staff, as per work order received from AIIMS.

Manpower provided by the vendor should necessarily be trained. AIIMS will not bear any training cost.

- a. **The Housekeeping Staff** will provide a certificate of having completed **PMKVY Course**.
- b. **The Security Staff** will provide a certificate of being **PSRA** qualified.
- c. **The Office/ Lab/ medical/ Paramedical, etc. staff** will be provided **only after conducting a competitive examination/ Skill test/Interview based on essential academic criteria of AIIMS Recruitment rules**; relaxed age/experience criteria can be permitted as the appointment is short term.

The Housekeeping and the Security Manpower should be proficient in Local Language and either Hindi or English.

4.3. Objectives of this RFE

The objective of this tender is to find a vendor at a reasonable rate who would provide qualified and suitable manpower, within the permissible Rules and Regulations of the Government. The wages as decided by the Central Labour Commissioner including VDA, leaves and working hours will be given by AIIMS Rajkot. **AIIMS shall endeavor to pay Minimum Wages and allowances to the Highly Skilled, Skilled, Semi-Skilled, Unskilled, Security and Housekeeping manpower in accordance with the terms of Minimum Wages with VDA orders from Central Labour Commissioner, updated from time to time/ or the rates as decided by the Competent authority for manpower of professionally skilled nature.** As in a normal bid, the Bidder is required **only to Bid for Agency Charges.**

The manpower will be provided minimum wages in accordance with the Central labour commissioner rates, including VDA, bonus, 4 days of leave on payment, and 16/12 days

of paid leave per year, in addition to employers contribution of EPF and ESIC. Accordingly, while demanding deployment of manpower, AIIMS Rajkot shall specify the category of manpower as Highly Skilled/ Skilled/ Semi-skilled and un-skilled. Increase in Minimum wages shall be given to the manpower from time to time. No other expenses, including medical expenses, legal expenses, etc. shall be borne by AIIMS Rajkot.

Any erring employee shall be replaced by the Vendor within a period of 10 days.

4.4 Tender Specifications:

1. This will be a Two-Stage Tender under Rule 164 of GFR.
2. The bidders shall be evaluated on quality-cum-cost based parameters (60 Technical:40 Financial ratio) and shall be required to quote their price bid on a reverse auction to the benchmark price determined by the AIIMS.
3. In two stage tender systems, AIIMS shall initially publish a technical bid of 70 marks which will also serve as pre-qualification bid.
4. A pre-bid conference shall be organized for query resolution, if any wherein AIIMS shall also convey its requirements.
5. Every bidder who shall score a minimum of 70 percent shall be required to make a detailed presentation to the designated committee/authority for a score out of 30 marks, which shall not be disclosed to the bidder.
6. Thereafter, AIIMS shall publish a financial bid and only those bidders, who have taken part in the presentation shall be eligible to bid.
7. AIIMS shall also maintain a lower threshold of commercial bid value and the bids below such threshold shall be treated non-responsive. In addition, those bidders who have scored below 10 in the presentation shall stand disqualified while computing the Highest Composite score. These shall be disclosed to bidders before opening the financial bid.
8. The bidder who scores the highest score in quality-cum-cost based parameter shall be awarded the bid. The methodology of determining the highest score will be as per the methodology given in manual of procurement of consultancy services and other services, 2017. The formula for evaluation will be as follows:

The individual bidder's financial bid scores will be normalized as per the formula below:

$F_n = F_{min}/F_b * 100\%$ (rounded off to 2 decimal places) Where,

F_n = Normalized commercial score for the bidder under consideration

Fb= Absolute financial quote for the bidder under consideration

Fmin= Minimum absolute financial quote

Composite Score (S) = $T_s * 0.6 + F_n * 0.4$ (For 60 Technical : 40 Financial)

The Bidder with the highest Composite Score(S) would be awarded the contract.

(Formula adopted from manual of procurement of Consultancy & Other Services, DoE, GoI 2017)

9. The successful bidder will be issued a work-order by AIIMS (LoA) at the agency charges quoted in the Financial Bid.
10. Since this will be a 3-year empanelment, and the value of engagement of services is non-determinable at this point of time, the successful bidder shall be required to pay a Lumpsum PSD of Rs. 10 Lakhs. The initial PSD will be applicable @2 percent of work-order and will be in force till the work-order value is upto Rs. 5 Crores. The Bidder shall top-up the PSD as and when further work orders are issued to it, on a regular basis.
11. The Bidder shall also be eligible to claim advances against Bank-guarantee in accordance with the terms of GFR.
12. Tie Breaker: In the event of Tie, the bidder having higher 'Experience in AIIMS' environment across India shall be given preference.

4.5 General

1. While every effort has been made to provide comprehensive and accurate information about requirements and specifications, bidders must form their own conclusions to meet the requirements specified in the RFE.
2. The requirements of the RFE shall prevail over any information in the Bid. However, all information supplied by the successful bidder will be treated as contractually binding on the bidder.
3. This RFE supersedes and replaces any previous public documentation and communications, and bidders should place no reliance on such communications.
4. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of AIIMS.
5. AIIMS may cancel this bid process at any time prior to a formal written contract being executed by or on behalf of AIIMS.
6. This RFE document is non-transferable.
7. The RFE should not be used to market the bidder's product or services.

4.6. Availability of RFE Document

The Bid document can be downloaded for free from <https://eprocure.gov.in/epublish/app> and www.aiimsrajkot.edu.in. The RFE document is available for download on all days and 24 x 7 till the last date of submission of bids.

4.7. Bid Securing Declaration

The Bidders shall submit bid securing declaration as per the format provided in **Annexure II** of this RFE.

4.8. Bid Preparation Costs

1. The bidder is responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by AIIMS to facilitate the evaluation process.
2. AIIMS will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
3. This RFE does not commit AIIMS to award a contract or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award or for preparing this RFE.
4. All materials submitted by the bidder will become the property of AIIMS and may be returned completely at its sole discretion.

4.9. Consortium/Sub-Contracting

Bidding as a consortium under this RFE is **not allowed** for implementation of any component under the scope of this project. Any kind of subcontracting is not allowed under this contract

4.10. Debarment from Bidding

1. A bidder shall be debarred if he has been convicted of an offence –
 - a) under the Prevention of Corruption Act, 1988; or
 - b) the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
2. A bidder debarred under Section 5.7 (1) (a) above or any successor of the bidder shall not be eligible to participate in this bidding process for a period not exceeding three years commencing from the date of debarment.

4.11. Authorized Signatory and Authentication of Bids

The "Authorized Signatory" shall mean the one who has signed the Bid document. The authorized signatory may be either the Principal Officer or the duly Authorized Representative of the Bidder, in which case Bidder **shall submit a power of attorney** authorizing the person to be authorized signatory or board resolution or letter of authorization.

The Authorized Signatory representing the Bidder shall sign all bid documents and submit to AIIMS in original.

4.12. Language

The Proposal must be filled by the bidders in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is required and should be duly attested by the Bidder. For purposes of interpretation of the documents, the English translation shall govern.

4.13. Complete and Compliant Responses

1. Bidders are advised to study all instructions, forms, requirements and other information in the RFE document carefully. Submission of the proposal shall be deemed to have been done after careful study and examination of the RFE document with full understanding of its implications.
2. The response to this RFE should be full and complete in all respects. Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Bidders must:
 - a) Include all documentation specified in this RFE;
 - b) Follow the format of this RFE and respond to each element in the order as set out in this RFE;
 - c) Comply with all requirements as set out in this RFE.

4.14. Late Bids

1. All Bidders are required to submit their bids (complete in all respects) within the time and date as specified in fact sheet. The Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained. The Bids submitted by telex/telegram/fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter. AIIMS shall not be responsible for any delay or non-receipt/non-delivery of the documents. No further correspondence on the subject will be entertained. AIIMS reserves the right to modify and amend any of the above-stipulated condition/criteria depending upon project priorities vis-à-vis urgent commitments.

2. Given that the bid submission to be made online, it is advised that the Bidder takes all necessary precaution for the same, including submitting the Bid well in advance to avoid any last-minute hassles. AIIMS shall not entertain any bids which could not be submitted properly for whatsoever reasons.
3. AIIMS may, in exceptional circumstances and at its discretion, extend the deadline for submission of proposals by issuing an addendum/corrigendum or by intimating all bidders, in writing or through e-mail, in which case all rights and obligations of AIIMS and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

4.15. Proposal Submission Format

The entire proposal shall be strictly as per the format specified in this RFE and any deviation may result in the rejection of the RFE proposal. Refer **Section 6.4** for the format for Proposal Submission.

4.16. Amendment of the RFE

At any time prior to the deadline for submission of the proposals, AIIMS, for any reason, may modify the RFE by amendment/corrigendum and it shall publish the same on the CPP portal/ PMJAY portal. Such amendments shall be binding on the Bidders. In case of such modifications, the bidders who have submitted their responses, prior to such amendments, to the original invitation shall be provided with an opportunity to modify or re-submit or withdraw their bids. Bidders are requested to regularly visit the CPP portal and check for themselves regarding any addendum/corrigendum issued to the RFE. AIIMS shall, in no way, be responsible for any lapse of information on part of the concerned bidder(s) for non-checking the website for RFE related updates/information.

4.17. Bid Validity

Bids must remain valid up to 180 (One Hundred & Eighty) days from the last date of submission of the Bids. AIIMS may request the Bidder(s) for an extension of the period of validity of the bids which may suitably be extended post such requests.

4.18. Right to the Content of Proposal

All bids and accompanying documentation of the bid proposal will become the property of AIIMS and will not be returned after opening of the bid proposals. AIIMS is not restricted in its rights to use or disclose any or all of the information contained in the proposal and can do so without compensation to the bidders. AIIMS shall not be bound by any language in the proposal indicating the confidentiality of the proposal or any other restriction on its use or disclosure.

4.19. Disqualification

The Proposal is liable to be disqualified in, inter alia, any of the following cases or in case the Bidder fails to meet the bidding requirements as indicated in this RFE:

1. Bid not submitted in accordance with the terms, procedure and formats prescribed in this document or treated as non-conforming proposal;
2. During validity of the bid, or its extended period, if any, the Bidder increases its quoted price after the submission of the bid;
3. The Bidder's Proposal is conditional and has deviations from the terms and conditions of RFE.
4. The Proposal is received in incomplete form;
5. The Proposal is received after the due date and time;
6. The Proposal is not accompanied by all the requisite documents;
7. The Proposal is submitted with lesser validity period;
8. The information submitted in the Pre-qualification Proposal is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period, if any;
9. The Commercial Proposal is enclosed along-with the Technical Proposal;

4.20. Confidentiality

Information relating to the examination, clarification and comparison of the RFE shall not be disclosed to any persons not officially concerned with such process until the process is over. Undue use of confidential information related to the process by any firm may result in rejection of its RFE.

4.21. Fraud and Corrupt Practices

1. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the selection process. Notwithstanding anything to the contrary contained in this RFE, AIIMS shall reject a Proposal 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 (collectively the "Prohibited Practices") in the selection process. In such an event, AIIMS shall, without prejudice to its any other rights or remedies, forfeit and appropriate the PBG, as the case may be.
2. Without prejudice to the rights of AIIMS under clause above and the rights and remedies which AIIMS may have under the Agreement, if a Bidder is found by AIIMS 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 selection

process, or after the issue of the Letter of Award (LOA) or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFE issued by AIIMS during a period of 5 years from the date such Bidder is found by AIIMS to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

3. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:

- a) "Corrupt Practice" means
 - i. the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the selection process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of AIIMS who is or has been associated in any manner, directly or indirectly with the selection process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of AIIMS shall be deemed to constitute influencing the actions of a person connected with the selection process); or
 - ii. save as provided herein, engaging in any manner whatsoever, whether during the selection 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 Award or the Agreement, who at any time has been or is a legal, financial or technical consultant/adviser of AIIMS in relation to any matter concerning the Project;
- b) "Fraudulent Practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the selection process;
- c) "Coercive Practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the selection process;
- d) "Undesirable Practice" means
 - i. establishing contact with any person connected with or employed or engaged by AIIMS with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the selection process; or
 - ii. having a Conflict of Interest; and

- e) "Restrictive Practice" means forming a cartel or arriving at any understanding or arrangement among the Bidders with the objective of restricting or manipulating a full and fair competition in the selection process.

4.22. Right to Terminate the Process

1. AIIMS may terminate the RFE process at any time and without assigning any reason. AIIMS makes no commitments, express or implied, that this process will result in a business transaction with anyone.
2. This RFE does not constitute an offer by AIIMS. The bidder's participation in this process may result in short listing the bidders.

4.23. Conflict of Interest

1. The Bidder shall not have a conflict of interest that may affect the selection process (the "Conflict of Interest"). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, AIIMS shall take appropriate action and as mutually agreed genuine pre-estimated compensation and damages payable to AIIMS for, inter alia, the time, cost and effort of AIIMS including consideration of such Bidder's Proposal, without prejudice to any other right or remedy that may be available to AIIMS hereunder or otherwise.
2. AIIMS requires that the agency provides professional, objective, and impartial services and at all times hold the AIIMS's interest's paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The agency shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the AIIMS.
3. Without limiting the generality of the above, the Bidder shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
 - a) The Bidder, or Associates (or any constituent thereof) and any other Bidder, or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest;
 - b) Such Bidder or its Associate receives or has received any direct or indirect subsidy or grant from any other Bidder or its Associate; or
 - c) Such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Proposal of either or each of the other Bidder; or
 - d) There is a conflict among this and other assignments of the Bidder (including its personnel and other members, if any) and any subsidiaries or

- entities controlled by such Bidder or having common controlling shareholders. The duties of the agency will depend on the circumstances of each case. While providing services to AIIMS for this particular assignment, the agency shall not take up any assignment that by its nature will result in conflict with the present assignment; or
- e) A firm hired to provide similar services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project;
4. A Bidder eventually appointed to provide services for this Project shall be disqualified from subsequently providing goods or services related to the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 24 months from the completion of this assignment; provided further that this restriction shall not apply to services performed for AIIMS in continuation of this project or to any subsequent services performed for AIIMS where the conflict of interest situation does not arise.
5. In the event that the bidder, its Associates or affiliates are auditors or financial advisers to any of the Bidders for the Project, they shall make a disclosure to AIIMS as soon as any potential conflict comes to their notice but in no case later than 7 (seven) days from the receipt of such proposals and any breach of this obligation of disclosure shall be construed as Conflict of Interest. AIIMS shall, upon being notified by the bidder under this Clause, decide whether it wishes to terminate this Consultancy or otherwise, and convey its decision to the bidder within a period not exceeding 15 (fifteen) days.

5. Bid Process

The Bid is a Two- Stage open Bid, with Reverse Auction and quality-cum-cost based considerations.

5.1. Pre-Bid Queries

Any clarification regarding the RFE can be submitted to AIIMS as per the submission mode and timelines mentioned in the Fact Sheet. The pre-bid queries should be submitted in the format as mentioned in Annexure I of this RFE, along with name and details of the Bidder submitting the queries. Any requests for clarifications received after the expiry of the due date and time mentioned in the fact Sheet shall not be entertained by AIIMS. Further, AIIMS reserves the right to issue or not issue any responses/clarifications/ corrigendum at its own discretion.

5.2. Pre-Bid Meeting

AIIMS will organize a pre-bid meeting with the prospective bidders as per details provided in the Fact Sheet and may respond to any request for clarifications on, and/or modifications of this RFE. It may formally respond to the pre-bid queries after the pre-bid meeting as mentioned in the Fact Sheet. Only persons, duly authorized by the Bidder, will be allowed to participate in the pre-bid meeting. The authorized representatives should carry a valid proof of identification for verification before the commencement of the pre-bid meeting. Non attendance in pre-Bid will be presumed as agreement of the prospective bidder to the Bid Terms.

5.3. Responses to Pre-Bid Queries and Issue of Corrigendum

1. AIIMS will endeavor to provide timely response to all the queries. However, AIIMS makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does it undertake to answer all the queries that have been posed by the Bidders.
2. At any time prior to the last date for receipt of bids, AIIMS may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFE Document. Any modifications of this RFE, which may be necessary as a result of the pre-bid conference or for any other reason, shall be made available by AIIMS exclusively through a corrigendum/addendum. Any such corrigendum shall be deemed to be incorporated into this RFE.
3. The Corrigendum (if any) & clarifications to the queries from all bidders will be posted on the **aiimsrajkot website**. Efforts will also be made to publish corrigendum on CPP ePublish.
4. In order to provide prospective bidders reasonable time for taking the corrigendum into account, AIIMS may, at its discretion, extend the last date for the receipt of RFE Proposals.

5.4. Bid submission format

1. A Two-stage bid system will be followed for this RFE with “Highest Composite Score” system with Reverse Auction and quality-cum-cost based parameters. The bids to be submitted by bidders on CPPP are –
 - a) First Stage: Technical Bid, followed by Presentation by the eligible bidders
 - b) Second Stage: Commercial Bid. The Format of Commercial Bid with enclosures shall be uploaded by AIIMS after completion of First Stage.
2. The bids are to be submitted vide hard copy in a closed envelope on or before the last date of proposal submission. Bids received in any other form will not be accepted and may lead to rejection of the bid.
3. The bid response of the Bidder is to be submitted against this RFE.
4. The Bidder should take into account any Corrigendum to this RFE document that may have been published before submitting their Proposals.
5. Any bid not accompanied by Integrity Pact duly signed by the bidder shall be considered to be a non-responsive bid and shall be rejected straightway.
6. **Original Bid securing declaration, Original power of attorney/board resolution and Original signed integrity pact** is required to be submitted manually at AIIMS’s office in a sealed cover on or before last date & time of bid submission. While submitting the original Bid securing declaration and Integrity pact, the Bid securing declaration and integrity pact should be placed alongwith Technical Bid in a sealed cover and the envelope be super scribed as “Technical Bid pact FOR RFE # <.....>, DATED <.....>”- along with bidders name mentioned on the cover, at the following address-

Deputy Director (Administration)
First Floor, Temporary Campus
AIIMS Rajkot, PDU Medical College & Civil Hospital 360001
7. The Bidders are requested to go through the RFE document carefully to understand the documents required to be submitted and the process to be followed as a part of the Proposal. Any deviations may lead to rejection of the Proposal.
8. The Bidder should try to submit the proposal well before the last date and hence to avoid any inconvenience at the last moment. The Bidder will not be allowed to submit the Proposal after the Bid submission time.
9. Each document submitted by the bidder in Technical and commercial proposals must be duly signed by the authorized signatory as per [section 5.8 \(Authorized Signatory and Authentication of Bids\)](#).

5.5. Selection of Bidders

5.5.1. Opening of Proposals

The Proposals will be opened by AIIMS in the presence of Bidders or their representatives who may be present at the time of opening. The representatives of the bidders are advised to carry the identity card or a letter of authority from the bidder firms to identify their bonafide for attending the opening of the proposal.

There will be two bid-opening events

1. Pre-Qualification (Technical Bid) Proposal opening
2. Commercial Proposal opening

The venue, date and time for opening the Pre-qualification Proposal and Commercial Proposal are mentioned in the Fact Sheet. The Commercial Proposals of only those bidders will be opened who clears the Pre-qualification evaluation stage, and give a presentation for a score of 30 marks. Non-attendance of Vendors during Pre-qualification/Technical Bid opening, or during financial bid opening, will not cause any infirmity to the tender process.

5.5.2. Preliminary Examination of Proposals

AIIMS will examine the Proposals to determine whether they are complete, whether the documents have been properly signed and the proposals are generally in order. Any proposals found to be non-responsive for any reason or not meeting any criteria specified in this RFE, will be rejected by AIIMS and shall not be included for further consideration.

Initial proposal scrutiny will be held and the proposals will be treated as non-responsive, if they are:

1. Not submitted in the format as specified in this RFE document;
2. Received without the Letter of Authorization/Power of Attorney/Board Resolution;
3. Found with suppression of details;
4. Submitted with incomplete information;
5. Submitted without the documents required under this RFE;
6. Non-compliant to any of the clauses mentioned in this RFE;
7. Lesser validity period than that prescribed in this RFE

5.5.3. Clarification on Proposals

During the RFE evaluation, AIIMS may, at its discretion, ask the Bidder for a clarification of its Proposal. The request for clarification and the response shall be in writing, and no change in the substance of the Proposal shall be sought, offered, or permitted.

6. Evaluation Process and Criteria

6.1. Evaluation process

After the due date of bid submission, AIIMS shall open each of the bid proposals of bidders in the presence of bidder's representatives present and attending. For the purpose of bid opening, proposal and presentation evaluation AIIMS, may constitute an 'Evaluation Committee', which shall evaluate bidders' proposals and may recommend the final bidder for offering the contract. Various phases related to bid evaluation process are outlined as under-

6.1.1. Stage 1: Pre-Qualification Technical proposal

1. AIIMS shall first open "Pre-Qualification Proposal" which will be the Technical proposal of 70 marks on CPPP in the presence of the bidder's representatives present and attending. The Pre-Qualification proposal MUST contain all the documents mentioned in the RFE.
2. Response to the Pre-Qualification Requirements (Technical Bid) shall be evaluated in accordance with the requirements specified in this RFE (Annexure II (Pre-Qualification Proposal Format)). A checklist has to be created with proper page-wise indexing of all supporting documents

6.1.2. Stage 1A: Invitation to qualified bidders to give a presentation of their capabilities and methodologies for execution of work

1. All bidders, who score atleast 49 out of 70 in the pre-qualification technical proposal shall be invited to present their organizational capabilities and proposed methodologies for execution of the work.
2. The Evaluation Committee may decide upon the methodologies of evaluation of the bidder.
3. The Scores received by each bidder shall be kept in a sealed envelope and shall be used during computation of Highest Composite Score.
4. Any bidder who scores below 10 out of 30 shall be disqualified from computation of commercial bid.

		0.5%, EDLI 0.5%) 3. ESIC of 3.25%				
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- 7. The bid price will include all taxes and levies. GST/EPF and ESIC (employer share) shall be paid by the AIIMS on actuals.
- 8. If there is a discrepancy between words and figures, the amount in words will prevail.

6.1.4 Opportunity to Represent

Evaluation Committee may, if required, provide opportunity to the bidders (in writing) and seek written response from such bidders, whose proposals, in view of the evaluation committee, are not substantially responsive as per the evaluation criteria stated in this RFE stating the reason and asking the bidder to reply and represent against the stated rejection.

6.2. Evaluation Criteria

AIIMS shall evaluate the responses of the bidders to this RFE and scrutinize the supporting documents / documentary evidence. Inability to submit the requisite supporting documents / documentary evidence by the bidders, may lead to rejection. The decision of AIIMS in the evaluation of proposals shall be final. No correspondence will be entertained outside the process of evaluation with AIIMS. AIIMS may ask for meetings with the Bidders or may issue in writing/email to seek clarifications or conformations on their proposals. During the Proposal Evaluation, AIIMS reserves the right to reject any or all the proposals. Each of the Proposals shall be evaluated as per the criteria and requirements specified in this RFE. AIIMS may constitute an RFE Evaluation Committee to evaluate the proposals of the bidders. The evaluation committee constituted by AIIMS shall evaluate the responses to the RFE and all supporting documents & documentary evidence as mentioned in this section. AIIMS (or a nominated party) reserves the right to check/ validate the authenticity of the information provided in the Pre-qualification and Commercial evaluation and the requisite support must be provided by the Bidder.

The evaluation criteria are as follows-

6.2.1. Pre-Qualification Criteria: Scoring Technical Bid model

Definitions of key terms relating to pre-qualification criteria are given below-

Term	Definition
Turnover	The total amount of net receipts, from activities in the normal course of business as per the annual audited report
Financial Year	The 12-month period commencing from the 1st day of April of any year and ending on the 31st day of March of the following calendar year.
Auditor	Auditor shall mean the Statutory Auditor of a company/ bidder.

Terms and Definitions for PQ Criteria

S. No	Pre-qualification Criteria	Sub-Parameter	Scores Assigned	Bidder claimed marks	Committee assigned marks
A	Experience in Hospital/Medical Manpower supply In atleast 4 AIIMS across the Country of minimum value Rs. 2 Crores between 2015-16 to 2020-21	Extension of contract without break will be considered a single contract	10 Marks		
		Bidder has experience of supplying manpower in 4 or more AIIMS in India between FY 2015-16 to FY 2020-21	10/10		
		Bidder has experience of supplying manpower in atleast 3 AIIMS in India between FY 2015-16 to FY 2020-21	7/10		

S. No	Pre-qualification Criteria	Sub-Parameter	Scores Assigned	Bidder claimed marks	Committee assigned marks
		Bidder has experience of supplying manpower in atleast 2 AIIMS in India between FY 2015-16 to FY 2020-21	5/10		
B	Ongoing workorder of manpower / Housekeeping/ Security Services supply in atleast 3 AIIMS in India for a minimum value of Rs. 5 Crore per AIIMS		10 marks		
		Bidder has existing workorders of supplying manpower in 3 or more AIIMS in India	10/10		
		Bidder has existing workorders of supplying manpower in atleast 2 AIIMS in India	7/10		
		Bidder has existing workorders of supplying manpower in atleast 1 AIIMS in India	5/10		
C	Experience of supplying Medical manpower in Gujarat	The Bidder has experience of supplying manpower in Gujarat state for atleast 25 Medical College & Hospitals (including their satellite centres) during the FY 2015-16 to FY 2020-21, with individual annual value of not less than 5 Crores in each case.	10/10		

S. No	Pre-qualification Criteria	Sub-Parameter	Scores Assigned	Bidder claimed marks	Committee assigned marks
		It is clarified that in case a vendor has served 1 medical college/hospital for 5 years, it will be considered on Year to Year basis as 5 Medical college/hospital			
		The Bidder has experience of supplying manpower in Gujarat state between 20 to 25 Medical College & Hospitals (including their satellite centres) during the FY 2015-16 to FY 2020-21, with individual annual value of not less than 1 Crores in each case.	7/10		
		The Bidder has experience of supplying manpower in Gujarat state between 15 to 25 Medical College & Hospitals(including their satellite centres) during the FY 2015-16 to FY 2020-21, with individual annual value of not less than 1 Crores in each case.	5/10		
D	Experience of supplying manpower to Medical authorities including security, Facility management, and house-keepers For this, the quantum of	Manpower supplied to Medical authority: with atleast 3 single orders from Medical authorities between FY 2015-16 to FY 2020-21 with quantum: above 50 Crores	10/10		
		Manpower supplied to Medical authority: with atleast 3 single orders from Medical authorities between FY 2015-16 to FY 2020-21 with quantum: between 25 Crores to 50 Crores	7/10		
		Manpower supplied to Medical authority: with atleast 3 single orders from Medical authorities between FY 2015-16 to FY	5/10		

S. No	Pre-qualification Criteria	Sub-Parameter	Scores Assigned	Bidder claimed marks	Committee assigned marks
	extension will be considered part of the single order and the quantum will be judged from Year-on-Year Billing from the same organization for the given work.	2020-21 with quantum: between 15 Crores to 25 Crores			
E	Experience of supplying most relevant manpower to Medical authorities	<p>Most Relevant Manpower (Medical, Paramedical, Administrative, except House-keeping and Security) for SC/PHC/CHC/Sub-District/District Hospital/Medical College/AIIMS supplied between FY 2015-16 to FY 2020-21 on Year to Year basis (1 year will be 12 months; 8 months will be 0.75 Year) is above 20000 personnel</p> <p>(1000 personnel employed for 24 months will be counted as 2000; for 20 months will be counted as $100 \times 20 / 12 = 1500$)</p>	10/10		
		Most Relevant Manpower (Medical, Paramedical, Administrative, except House-keeping and Security) for SC/PHC	7/10		

S. No	Pre-qualification Criteria	Sub-Parameter	Scores Assigned	Bidder claimed marks	Committee assigned marks
		/CHC / Sub-District /District Hospital/ Medical College supplied between FY 2015-16 to FY 2020-21 on Year to Year basis (1 year will be 12 months; 8 months will be 0.75 Year) is between 15000 to 20000 personnel			
		Most Relevant Manpower (Medical, Paramedical, Administrative, except House-keeping and Security) for SC/PHC/CHC/ Sub-District/District Hospital/Medical College supplied between FY 2015-16 to FY 2020-21 on Year to Year basis (1 year will be 12 months; 8 months will be 0.75 Year) is between 10000 to 15000 personnel	5/10		
F	Financial Standing of the organization	Only from Audited Books of Accounts (Hence 20-21 is not being counted for)	10 marks		
		Average Turnover for FY 2015-16 to 2019-20 is over 100 Crores as per audited books of accounts	10/10		
		Average Turnover for FY 2015-16 to 2019-20 is between 70 to 100 Crores as per audited books of accounts	7/10		
		Average Turnover for FY 2015-16 to 2019-20 is between 50 to 70 Crores as per audited books of accounts	5/10		

S. No	Pre-qualification Criteria	Sub-Parameter	Scores Assigned	Bidder claimed marks	Committee assigned marks
G	Consistency in Quality parameters- ISO/ OHSAS	This will be judged on consistent possession of standards of ISO and OHSAS) Quality Management; Environmental Management; Occupational Health and Safety Management	10 marks		
		Bidder has Quality Management (ISO 9000:2008 & 9000:2015, or equivalent ISO); Environmental Management (ISO 14001: 2004 & 14001:2015, , or equivalent ISO); Occupational Health and Safety Management certifications (OHSAS - 18001:2007; ISO 45001:2018, , or equivalent ISO) from FY 2015-16 to 2020-2021 consistently without break	10/10		
		Bidder has either 2 of 3 certifications: Quality Management (ISO 9000:2008 & 9000:2015, or equivalent ISO); Environmental Management (ISO 14001: 2004 & 14001:2015, or equivalent ISO); Occupational Health and Safety Management certifications for atleast (OHSAS -18001:2007; ISO 45001:2018, or equivalent ISO) from FY 2015-16 to 2020-2021 consistently without break	7/10		
		Bidder has either 2 of 3 certifications: Quality Management (ISO 9000:2008 & 9000:2015, or equivalent ISO); Environmental Management (ISO 14001: 2004 & 14001:2015, or equivalent ISO); Occupational Health and Safety	5/10		

S. No	Pre-qualification Criteria	Sub-Parameter	Scores Assigned	Bidder claimed marks	Committee assigned marks
		Management certifications for atleast (OHSAS -18001:2007; ISO 45001:2018, or equivalent ISO) from FY 2015-16 to 2020-2021 BUT with one break not exceeding a gap of 1 year in each case.			
H	Presentation and Innovation for an effective, sustainable and economic service	Managerial Capabilities and ability to Handle AIIMS Rajkot work	30 marks		

S. No	Other Criteria	Documents Required
1.	The agency should not have any conflict of interest. Documents should be submitted along with Technical bid.	Certificate as per format specified in Annexure-2
2.	Should not have been blacklisted by any central / state Government institution/Insurance company/ TPA and there should be no proven charges in a litigation with any government department on account of similar services must be submitted Documents should be submitted along with Technical bid.	Certificate as per format specified in as per Annexure-2
3.	The Bidder should not be involved in any litigation which may include but not limited to fraud, FEMA violations that may have an impact of affecting or	Certificate as per format specified in as per Annexure-2

Commented [AK1]: Criteria to be decided

S. No	Other Criteria	Documents Required
	<p>compromising the delivery of services as required under this contract</p> <p>Documents should be submitted along with Technical bid.</p>	

Commented [AK1]: Criteria to be decided

6.2.2. Commercial Evaluation Criteria

1. After the evaluation of the “presentation” made by the bidders, the Stage Two will take place.
2. AIIMS will provide a maximum benchmark price, upload and open the bid for reverse bidding.
3. Bidders will be informed of the minimum benchmark price before or at the time of opening the financial bid. In case none of the bidders demand the minimum benchmark price, and such price is not disclosed, there will be no infirmity to the bid procedure. However, it will be the endeavour of AIIMS to proactively disclose the minimum benchmark price. Bidders who have submitted bids below the minimum benchmark shall stand disqualified as the bids will be considered non-responsive.
4. The bidder which is found to have scored less than 10 out of 30 in the ‘presentation’ category defined in the Technical Bid will stand disqualified and its financial bid will not be considered for evaluation.
5. Commercial evaluation shall be conducted on the basis of the price rate quoted by the respective bidders and cost-cum-quality evaluation giving weightage of 60 percent to Technical Bid and 40 percent to Financial Bid, to compute the Highest Composite Score, as per the following formula:

The formula for evaluation will be as follows:

The individual bidder’s financial bid scores will be normalized as per the formula below:

Fn= Fmin/Fb * 100% (rounded off to 2 decimal places) Where,

Fn= Normalized commercial score for the bidder under consideration

Fb= Absolute financial quote for the bidder under consideration

Fmin= Minimum absolute financial quote

Composite Score (S) = Ts * 0.6 + Fn * 0.4 (For 60 Technical : 40 Financial)

The Bidder with the highest Composite Score(S) would be awarded the contract at the rate quoted in the financial bid.

(Formula adopted from manual of procurement of Consultancy & Other Services, DoE, GoI 2017)

7. Award of Empanelment

7.1. Award Criteria

1. This will be a Two-Stage Tender under Rule 164 of GFR. The pre-qualified (technically-qualified) bidders will be invited to make a presentation about their organization, work experience, capabilities, managements, MoUs and nuances of managing manpower provisions, etc. The marks of this evaluation will not be disclosed to the Bidders, rather, it will be added to the existing technical computation sheet and will contribute towards quality and cost-based evaluation.
2. Since the non-consultancy services require AIIMS and Medical environment experience, in particular, it is being attempted to evaluate prospective bidders on technical parameters as well as financial parameters. As such, a variant of quality cum cost-based methodology has been proposed. This will ensure that a capable bidder, with sound fundamentals and service delivery is empaneled. For this tender, a ratio of 60 percent technical weightage; and corresponding, 40 percent financial weightage has been considered.
3. The formula for evaluation has been prescribed, which is adopted from manual of procurement of Consultancy & Other Services, DoE, GoI 2017.
4. The empanelment is proposed to be for at least 3 years, as it will be on a percentage agency charge basis. In fact, the term of Empanelment is being kept at 3 years with extension of 2 years, subject to discretion of AIIMS. Notwithstanding, if the service-delivery is not satisfactory, AIIMS shall have the discretion to terminate the empanelment contract.
5. AIIMS authority shall propose a benchmark price and will invite financial bids on reverse auction mode from the bidders. It will also ensure a fair competition and will provide an attractive solution to the bidders. The Bench-price will be determined keeping in mind that the volume of work is not definite, the work is spread over and that uniform and shoes, winter dress, etc. has not been separately specified.
6. AIIMS shall fix a lower benchmark price below which the bids shall be rejected, as being Non-responsive. This Lower bench mark is not being disclosed to Bidders as of now in-order to avoid bunching. However, AIIMS shall disclose the Lower benchmark after closure of time of submission of financial bid and before opening the financial bids.
7. The Bidder shall also be eligible to claim advances against Bank-guarantee in accordance with the terms of GFR.

8. Bidder with highest composite score will be empaneled for execution of its services. Initially empanelment will be for the period of three (3) years, renewed every year based on satisfactory performance and requirement of AIIMS. Any extension beyond initial duration (i.e. 3 year) will be for a term as may be mutually agreed between the Parties for upto 2 additional years. However, extension may be done at sole discretion of AIIMS.
9. AIIMS shall issue a 'Letter of Empanelment' to the successful bidder to empanel for provision of services.
10. Empanelment agreement will be signed with the qualified agency.

7.2. Letter of Empanelment

Prior to the expiration of the bid validity period, AIIMS will notify the successful bidder in writing or by email through a letter of empanelment. In case the tendering process / public procurement process has not been completed within the stipulated period, AIIMS, may like to request the bidders to extend the validity period of the bid. The letter of empanelment will constitute the formation of the contract. Bid securities of the unsuccessful bidders shall be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract to the successful bidder(s).

7.3. Allocation of work

1. As this is an empanelment contract, quantity of work as well as quantum of payment is not provided in this document. AIIMS will provide Work Order specifying quantity, delivery period and other details to empaneled agency on the basis of their wherever required. Agency shall comply with all work orders.
2. Work Orders will be issued by AIIMS at its sole discretion considering factors such as location, capacity and urgency of work.
3. If the agency provides reasons for its inability to carry out work in stipulated timelines or quantity (as mentioned in Work Order), then AIIMS, reserves a right to impose penalty, debar the agency, or foreclose the empanelment contract, or all.
4. Work Order issued by AIIMS is binding and failure to comply with the same will be treated with service levels and penalty as mentioned in Section 9.1 of this RFE.

7.4. Performance Guarantee

1. AIIMS will require the selected bidder to provide a Performance Bank Guarantee/Performance security, within 7 days from the Notification of award, for a value of Rs. 10 Lakhs. Since this will be a 3 year empanelment, and the value of engagement of services is non-determinable, the Bidder shall be required to pay a

Lumpsum PSD of Rs. 10 Lakhs. The initial PSD will be applicable @2 percent of work-order and will be in force till the work-order value is upto Rs. 5 Crores.

2. The Bidder shall top-up the PSD with AIIMS as and when further work orders are issued to it by AIIMS, on a regular basis.
3. The Performance Guarantee shall contain a claim period of three months from the last date of validity.
4. The selected bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the work order.
5. In case the selected bidder fails to submit performance guarantee within the time stipulated, the AIIMS at its sole discretion may cancel the work order without giving any notice. AIIMS shall invoke the performance guarantee in case the selected Bidder fails to discharge their contractual obligations during the period or AIIMS incurs any loss due to Bidder's negligence in carrying out the work order as per the agreed terms & conditions.
6. The performance guarantee/security may either be submitted as per format indicated in Annexure IV of this RFE or through an account payee demand draft/ Bank Guarantee.

7.5. Contract Signing- AIIMS and successful Bidder

Commented [AK2]: TBD

1. Within 5 days of receipt of the notification of award or letter of Empanelment (LOE), the successful Bidder(s) shall communicate its acceptance to the said letter of intent.
2. Within 10 days of the acceptance, the successful bidder(s) shall execute the Services Agreement/contract and the Non-disclosure agreement and submit the PSD.
3. If the successful bidder fails to execute the agreement within the stipulated time period (or such other extended timelines as agreed by AIIMS in its sole discretion), AIIMS shall have the right to reject the successful bidder and award the work to the next successful bidder.
4. The payment will be claimed by the Bidder in accordance with the terms of contract and on the actual working of manpower

7.6. Failure to Agree with the Terms and Conditions of the RFE

Failure of the successful bidder to agree with the Proposed Contract terms and Terms & Conditions of the RFE shall constitute sufficient grounds for the annulment of the empanelment and will attract clause 9.1 of the RFE.

8. Payment Terms

1. The undisputed monthly payments shall be made to the empanelled agency on the basis of the amount specified in the work order upon the successful completion of work order given to empanelled agency subject to submission of records, proof of payment of EPF/ESI, wherever applicable, and penalties described in section 9.1 of this RFE by AIIMS.
2. In case of disputed payments, the agency shall get the assigned work reviewed from AIIMS and once AIIMS accords its acceptance then only the undisputed payments shall be given to the agency for the work order. However, during review if any rework is required then the same shall be done by the agency at no extra cost.
3. The payments to the empanelled agency shall be made on a monthly basis subject to the terms and conditions stipulated herein.

9. Penalties

9.1 Penalties

1. The agency shall be liable for penalty for non-provision of manpower within the stipulated period specified in the workorder. The specified period in the work-order shall ordinarily not be less than 30 days, which will give sufficient time to the successful bidder to give an advertisement, select a candidate and provide him/her suitable training to be able to successfully discharge the functions required by AIIMS. This penalty shall be 5 percent of agency charges (for the particular manpower) for each week of delay, subject to a maximum of 50 percent of agency charges for the particular manpower.
2. The failure to supply manpower to the AIIMS as a habitual offender, resulting into considerable delay in supply of manpower for more than 10 instances, may result in forfeiture of PSD of the successful bidder by the AIIMS. This will be in addition to the penalty prescribed at Sr. No. 1, above.
3. In case AIIMS is satisfied that the successful Bidder is unable to perform the given task, the contract may be terminated and the Performance deposit shall be forfeited and the bidder shall be debarred, or all such actions can be taken.

In addition to the above:

- I. The agency shall undertake necessary due diligence to ensure that the personnel deployed have a high level of integrity and high standard of trustworthiness.
- II. In case any of the services performed by the appointed Agency fail to conform to the assigned work order or in the event of failure of the work order due to indifferent (such as inadequate interactions with AIIMS), negligent (such as quality of deliverables not up to the mark), non-supportive attitude (such as non-engagement of adequate resources in the prescribed time frame) of the appointed Agency, then AIIMS may decide to abort the contract because of such failure and shall encash the PBG for that work order.
- III. Limitation of Liability (LoL): The aggregate liability of the agency under this agreement, or otherwise in connection with the services to be performed hereunder, shall in no event exceed the total fees payable to the agency hereunder. The preceding limitation shall not apply to liability arising as a result of the agency's fraud or wilful misconduct in performance of the services hereunder.

10. Annexure I: Template for Pre-Bid Queries

Bidder shall submit all pre-bid queries in excel in the following format.

Sheet 1: Bidder's Information

Information Sought	Details provided by the bidder
Name (Authorized Signatory)	
Designation	
Company	
Address	
Contact Number	
E-mail ID	
Date	

Pre bid queries (bidder's information)

Note: Please paste the table above in email body as well

Sheet2: Clarification Requested / Format for pre-bid query submission

#	Page No	Section No.	Section Name	Statement as per RFE document	Query by bidder

Format for pre bid queries

- a) Page Number – Page Number of this RFE as reflected at the bottom right corner. The bidders to mention only the page number. Ex. '29' as page number and not '29 of 156'.
- b) Section No. – Example – '8' and not 'Section 8'
- c) Section Name – Example – Scope of Work (Should be exactly the same as provided in the RFE)

Note:–

The queries are to be submitted in the format provided above only and as per schedule (refer-fact sheet) only. The bidders to ensure that they enter correct details in the format. In case of

any inappropriate details being mentioned AIIMS shall not be responsible for the same and such queries may be discarded from providing any response.

5. The bidders to ensure that no cell merging (in excel) is done by them while preparing the query.
6. The bidders to ensure that each of the query submitted by them is unique and no duplicate query is submitted by them as a result of copy-paste. It is expected from the bidder to carry out its own due-diligence before submitting the queries.
7. Bidders are expected to do a thorough check of the queries and ensure the completeness of the queries and spelling checks etc. before submitting the same to AIIMS.

11. Annexure II: Pre-Qualification Proposal Format

11.1. Response to pre-qualification criteria

Bidders are required to submit their compliances to the pre-qualification criteria, along with documents required:-

S. No	Pre-qualification Criteria	Sub-Parameter	Scores Assigned	Bidder claimed marks	Committee assigned marks
A	Experience in Hospital/Medical Manpower supply In atleast 4 AIIMS across the Country of minimum value Rs. 2 Crores between 2015-16 to 2020-21	Extension of contract without break will be considered a single contract	10 Marks		
		Bidder has experience of supplying manpower in 4 or more AIIMS in India between FY 2015-16 to FY 2020-21	10/10		
		Bidder has experience of supplying manpower in atleast 3 AIIMS in India between FY 2015-16 to FY 2020-21	7/10		

S. No	Pre-qualification Criteria	Sub-Parameter	Scores Assigned	Bidder claimed marks	Committee assigned marks
		Bidder has experience of supplying manpower in atleast 2 AIIMS in India between FY 2015-16 to FY 2020-21	5/10		
B	Ongoing workorder of manpower / Housekeeping/ Security Services supply in atleast 3 AIIMS in India for a minimum value of Rs. 5 Crore per AIIMS		10 marks		
		Bidder has existing workorders of supplying manpower in 3 or more AIIMS in India	10/10		
		Bidder has existing workorders of supplying manpower in atleast 2 AIIMS in India	7/10		
		Bidder has existing workorders of supplying manpower in atleast 1 AIIMS in India	5/10		
C	Experience of supplying Medical manpower in Gujarat	The Bidder has experience of supplying manpower in Gujarat state for atleast 25 Medical College & Hospitals (including their satellite centres) during the FY 2015-16 to FY 2020-21, with individual annual value of not less than 5 Crores in each case.	10/10		

S. No	Pre-qualification Criteria	Sub-Parameter	Scores Assigned	Bidder claimed marks	Committee assigned marks
		It is clarified that in case a vendor has served 1 medical college/hospital for 5 years, it will be considered on Year to Year basis as 5 Medical college/hospital			
		The Bidder has experience of supplying manpower in Gujarat state between 20 to 25 Medical College & Hospitals (including their satellite centres) during the FY 2015-16 to FY 2020-21, with individual annual value of not less than 1 Crores in each case.	7/10		
		The Bidder has experience of supplying manpower in Gujarat state between 15 to 25 Medical College & Hospitals(including their satellite centres) during the FY 2015-16 to FY 2020-21, with individual annual value of not less than 1 Crores in each case.	5/10		
D	Experience of supplying manpower to Medical authorities including security, Facility management, and house-keepers For this, the quantum of	Manpower supplied to Medical authority: with atleast 3 single orders from Medical authorities between FY 2015-16 to FY 2020-21 with quantum: above 50 Crores	10/10		
		Manpower supplied to Medical authority: with atleast 3 single orders from Medical authorities between FY 2015-16 to FY 2020-21 with quantum: between 25 Crores to 50 Crores	7/10		
		Manpower supplied to Medical authority: with atleast 3 single orders from Medical authorities between FY 2015-16 to FY	5/10		

S. No	Pre-qualification Criteria	Sub-Parameter	Scores Assigned	Bidder claimed marks	Committee assigned marks
	extension will be considered part of the single order and the quantum will be judged from Year-on-Year Billing from the same organization for the given work.	2020-21 with quantum: between 15 Crores to 25 Crores			
E	Experience of supplying most relevant manpower to Medical authorities (for the purpose of this tender, Manpower essential to run medical college & Hospital other than Housekeeping	Most Relevant Manpower (Medical, Paramedical, Administrative, except House-keeping and Security) for SC/PHC/CHC/Sub-District/District Hospital/Medical College/AIIMS supplied between FY 2015-16 to FY 2020-21 on Year to Year basis (1 year will be 12 months; 8 months will be 0.75 Year) is above 20000 personnel (1000 personnel employed for 24 months will be counted as 2000; for 20 months will be counted as 100*20/12= 1500)	10/10		
		Most Relevant Manpower (Medical, Paramedical, Administrative, except House-keeping and Security) for SC/PHC	7/10		

S. No	Pre-qualification Criteria	Sub-Parameter	Scores Assigned	Bidder claimed marks	Committee assigned marks
	and Security services)	/CHC / Sub-District /District Hospital/ Medical College supplied between FY 2015-16 to FY 2020-21 on Year to Year basis (1 year will be 12 months; 8 months will be 0.75 Year) is between 15000 to 20000 personnel			
		Most Relevant Manpower (Medical, Paramedical, Administrative, except House-keeping and Security) for SC/PHC/CHC/ Sub-District/District Hospital/Medical College supplied between FY 2015-16 to FY 2020-21 on Year to Year basis (1 year will be 12 months; 8 months will be 0.75 Year) is between 10000 to 15000 personnel	5/10		
F	Financial Standing of the organization	Only from Audited Books of Accounts (Hence 20-21 is not being counted for)	10 marks		
		Average Turnover for FY 2015-16 to 2019-20 is over 100 Crores as per audited books of accounts	10/10		
		Average Turnover for FY 2015-16 to 2019-20 is between 70 to 100 Crores as per audited books of accounts	7/10		
		Average Turnover for FY 2015-16 to 2019-20 is between 50 to 70 Crores as per audited books of accounts	5/10		

S. No	Pre-qualification Criteria	Sub-Parameter	Scores Assigned	Bidder claimed marks	Committee assigned marks
G	Consistency in Quality parameters- ISO/ OHSAS	This will be judged on consistent possession of standards of ISO and OHSAS) Quality Management; Environmental Management; Occupational Health and Safety Management	10 marks		
		Bidder has Quality Management (ISO 9000:2008 & 9000:2015, or equivalent ISO); Environmental Management (ISO 14001: 2004 & 14001:2015, , or equivalent ISO); Occupational Health and Safety Management certifications (OHSAS - 18001:2007; ISO 45001:2018, , or equivalent ISO) from FY 2015-16 to 2020-2021 consistently without break	10/10		
		Bidder has either 2 of 3 certifications: Quality Management (ISO 9000:2008 & 9000:2015, or equivalent ISO); Environmental Management (ISO 14001: 2004 & 14001:2015, or equivalent ISO); Occupational Health and Safety Management certifications for atleast (OHSAS -18001:2007; ISO 45001:2018, or equivalent ISO) from FY 2015-16 to 2020-2021 consistently without break	7/10		
		Bidder has either 2 of 3 certifications: Quality Management (ISO 9000:2008 & 9000:2015, or equivalent ISO); Environmental Management (ISO 14001: 2004 & 14001:2015, or equivalent ISO); Occupational Health and Safety	5/10		

S. No	Pre-qualification Criteria	Sub-Parameter	Scores Assigned	Bidder claimed marks	Committee assigned marks
		Management certifications for atleast (OHSAS -18001:2007; ISO 45001:2018, or equivalent ISO) from FY 2015-16 to 2020-2021 BUT with one break not exceeding a gap of 1 year in each case.			
H	Presentation and Innovation for an effective, sustainable and economic service	Managerial Capabilities and ability to Handle Pan-India work	30 marks		

S. No	Other Criteria	Documents Required	Compliance (Yes/No)	Page no. in the proposal
1.	The agency should not have any conflict of interest.	Certificate as per format specified in Annexure-2, 11.3		
2.	Should not have been blacklisted by any central / state Government institution/Insurance company/ TPA and there should be no proven charges in a litigation with any government department on account of similar services must be submitted.	Certificate as per format specified in as per Annexure-2, 11.5		
3.	The Bidder should not be involved in any litigation which may include but not limited to fraud, FEMA violations that may have an impact of affecting or compromising the delivery of services as required under this contract.	Certificate as per format specified in as per Annexure-2, 11.4		

Pre-qualification compliance

11.2. Format of Bid Securing Declaration (Annexure III)

Bid Securing Declaration Form

Date: _____

Tender/RFE No. _____

To

The Executive Director,

AIIMS Rajkot

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

- a. have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b. having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown)

in the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Dated on _____ day of _____ (insert date of signing)

Corporate Seal (where appropriate)

11.3. Format- Undertaking (no conflict of interest)

The certificate below is to be provided by the bidder.

Certificate for undertaking for No Conflict of Interest

We hereby confirm that our company <insert name of the company> is not involved in any conflict of interest situation with one or more parties in this bidding process, including but not limited to –

1. Receive or have received any direct or indirect subsidy from any of them; or
2. Have common controlling shareholders; or
3. Have the same legal representative for purposes of this Bid; or
4. Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or
5. Influence the decisions of AIIMS regarding this bidding process; or
6. Participation in more than one bid in this bidding process. Participation in more than one Bid will result in the disqualification of all Bids. However, this does not limit the inclusion of the same product (commercially available hardware, software or network product manufactured or produced by the firm), as well as purely incidental services such as installation, configuration, routine training and ongoing maintenance/support, in more than one bid; or
7. Participation as a consultant in the preparation of the design or technical specifications of the goods and services that are the subject of the bid.
8. Association as Consultant/ Advisor/ Third party independent evaluating agency with any of the agencies taking part in the bid process.
9. We are not involved in processing and payments of claims with AIIMS, in any state of India
10. We do not have on our role/contract an auditor who in his/her clinical or otherwise capacity has been found to be involved in unethical practices or has been associated with an entity involved in

fraudulent activity or has been issued show cause notice under AIIMS, insurance contracts etc. during last 3 years.

(Signature of the Authorized signatory of the Bidder)
(Name, Designation, Seal, Date, Place, Business Address)

11.4. Details of litigation

The certificate below is to be provided by the Bidder-

Certificate for Pending Litigation on Fraud cases, FEMA Violations

We confirm that our organization < insert name of organization> as on date of submission of the proposal for RFE # <.....> Dated <.....> **for Empanelment of Agency for Providing Human Resources for AIIMS Rajkot** has not been involved in any litigation which may include but not be limited to fraud, FEMA violations that may have an impact of affecting or compromising the delivery of services as required under this RFE .

Sincerely,

(Signature of the Authorized signatory of the Bidder)
(Name, Designation, Seal, Date, Place, Business Address)

11.5. Format – Self Declaration for non-black listing

The certificate below is to be provided by the bidder.

<To be printed on Company letterhead>

We confirm that our company _____ as on date of submission of the proposal is not blacklisted by any Central/State Government/PSU entity in India for corrupt, fraudulent or any other unethical business practices.

Sincerely,

(Signature)
(Name and signature of Company Secretary)

11.6. Profile of bidder

Bidders are required to submit their details in the following format alongwith Technical Bid-

S. No.	Item	Bidder's Response
1.	Company/ Firm Name	
2.	Year Established	
3.	Incorporated in India (Yes or No)	
4.	PAN	
5.	GST	
6.	CIN, only applicable to Corporates	
7.	Contact Name and position	
8.	Head Office Address	
9.	Mobile (of contact person)	
10.	Telephone (of contact person)	
11.	Fax Number (of contact person)	
12.	Email Address (of contact person)	
13.	Brief Description of the Organization	
14.	Office Address	

Table 2: Bidders profile

11.7. No Deviation Certificate

A certificate in the below format to be provided by the bidder-

<To be printed on Company letterhead>

This is to certify that our offer is exactly in consonance with your RFE no. _____ dated _____ issued by AIIMS, Rajkot and subsequent amendments/corrigendum's etc. This is to expressly certify that our offer contains no deviation on the requirements and scope of work, Legal or Commercial aspects as specified in the RFE in either direct or indirect form.

(Signature of Authorized Signatory)

(Name, Designation, Seal, Date, Place, Business Address)

12. Annexure IV: Format for Performance Bank Guarantee

(To be stamped in accordance with Stamp Act)

The non-judicial stamp paper should be in the name of issuing Bank

Ref..... Bank Guarantee No.....

Date.....

To
The Executive Director
AIIMS, Rajkot 360001

Dear Sir,

1. In consideration of the All India Institute of Medical Sciences, a CAB under PMSSY, Government of India, on behalf of the Executive Director, AIIMS on behalf of the Authority, (hereinafter referred to as the 'AIIMS' which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s..... with its Registered/Head office at (hereinafter referred to as the "Agency" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Notification of award No..... dated and the same having been acknowledged by the Agency, resulting in a Contract, bearing No..... dated..... valued at..... for..... (scope of Contract) and the Agency having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract not exceeding ₹. (in words & figures).
2. We..... (Name & Address of Bank Branch) having its Head office at (hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the amounts due and payable under this guarantee without any demur, reservation, context, recourse or protest and/or without any reference to the Agency merely on a demand from AIIMS stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by AIIMS by reason of breach by the said Agency(s) of any of the terms or conditions contained in the said Agreement or by reason of the Agency(s)' failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive and binding not withstanding any difference between AIIMS and the Agency or any dispute pending before

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3. Any Court, Tribunal, Arbitrator or any other authority. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable till AIIMS discharges this guarantee.
4. AIIMS shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to extent the time for performance of the Contract by the Agency. AIIMS shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Agency, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between AIIMS and the Agency or any other course or remedy or security available to the AIIMS. The Bank shall not be released of its obligations under these presents by any exercise by AIIMS of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or commission on the part of AIIMS or any other indulgences shown by AIIMS or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.
5. The Bank also agrees that AIIMS at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Agency and not withstanding any security or other guarantee AIIMS may have in relation to the Agency's liabilities.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Agency.
7. Notwithstanding anything contained hereinabove:
 - a) Our liability under this guarantee is restricted to ₹. (in words & figures).
 - b) This Bank Guarantee will be valid up to; and
 - c) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only upon service of a written claim or demand by you on or before

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this..... day of.....2021 at.....

WITNESS

..... (Signature) (Signature)
..... (Name) (Name)
..... (Official Address) (Designation with Bank Stamp)

Attorney as per Power of Attorney No..... Dated.....

13. Annexure V: Integrity Pact

INTEGRITY PACT

(To be executed on ₹ 100 stamp paper)

This Agreement (hereinafter called the Integrity Pact) is made on ____ day of the month of ____ 20____, between, on one hand, the Executive Director of AIIMS acting through Deputy Director (Administration), AIIMS, Rajkot (hereinafter called the "The Principal"), which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part.

And

M/s _____ represented by _____, Chief Executive Officer/ Authorized Signatory (hereinafter called the "Bidder/Contractor", which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

Preamble

The principal intends to award, under laid down organizational procedures, contract for Empanelment of Agency for Providing Human Resources for AIIMS Rajkot. The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its bidder(s) and contractor(s).

In order to achieve this the Principal may appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principal mentioned above.

Section 1 – Commitments of the Principal.

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles :-
 - a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the personal is not legally entitled.
 - b) The Principal will during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the process or the contract execution.
 - c) The Principal will exclude from the process all known prejudiced persons.
2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)/Contractor(s)

AIIMS RAJKOT RFE EMPANELMENT OF AGENCY FOR PROVIDING HR

1. The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. The Bidder(s)/Contractor(s) commits themselves to observe the following principles during his participation in the tender process and during the contract execution.
 - a) The Bidder(s)/contractor(s) will not, directly or through any other persons or firm, offer promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage or during the execution of the contract.
 - b) The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractors will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or documents provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the bidder(s)/contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. All the payments made to the India agent/representative have to be in Indian Rupees only.
 - e) The Bidder(s)/Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - f) Bidder(s)/Contractor(s) who have signed the Integrity pact shall not approach the courts while representing the matter to IEMs and shall wait for their decision in the matter.
2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3: Disqualification from tender process and exclusion from future contract

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or to terminate the contract, if already signed, for such reasons.

Section 4: Compensation for Damages

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
2. If the Principal has terminated the contract according to Section3, or if the Principal is entitled to terminate the contract according to Section3, The Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5: Previous Transgression

1. The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the anti-corruption approach or with any other government (Central/State/PSU's) in India that could justify his exclusion from the tender process.
2. If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process and appropriate action can be taken including termination of the contract, if already awarded, for such reasons.

Section 6: Equal treatment of all Bidders/Contractors/Subcontractors.

1. In case of sub-contracting, the principal contractor shall take the responsibility of the adoption of Integrity pact by the sub-contractors.
2. The Principal will enter into agreements with the identical conditions as this one with all bidders, contractors and sub-contractors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7: Criminal charges against violating Bidder (s) / Contractor (s) / Sub-contractors annexure(s).

If the Principal obtains knowledge of conduct of a Bidder(s)/ Contractor(s) or sub-contractor, or of an employee or a representative or an associate of a bidder, contractor or sub-contractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8: Independent External Monitor/Monitors

1. The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

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2. The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all contract documents, whenever required. It will be obligatory for him/her to treat the information and documents of bidders /contractors as confidential. He reports to the Executive Director, AIIMS.
3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors.
4. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) / Subcontractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Executive Director, AIIMS and recuse himself/herself from that case.
5. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
6. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
7. The Monitor will submit a written report to the ED, AIIMS within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should be occasion arise, submit proposals for correcting problematic situations.
8. If the Monitor has reported to the ED, AIIMS, a substantiated suspicion of an offence under relevant IPC/PC Act, and the ED, AIIMS has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
9. The word "**Monitor**" word includes both singular and plural.

Section 9: Pact Duration

This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidder 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

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If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by ED, AIIMS.

Section 10: Other Provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal i.e. Rajkot, Gujarat
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
4. Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.
5. In the event of any contradiction between the Integrity pact and its annexure, the clause of the Integrity pact will prevail.

(For & on behalf of the Principal)

(For & on behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place _____

Date _____

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)