

**TENDER FOR PROVIDING
MANPOWER
ON
JOB OUTSOURCING BASIS
AT IGIMS, SHEIKHPURA PATNA**

DME	PARTICULARS
NIT NO	Tender Enquiry No. ADMIN/Tender/Manpower/
NIT Issue Date	To be down loaded from web site- www.igims.org.
Pre Bid Meeting	28.10.2016
Last date of Submission of Bid	9.11.2016
Venue	IGIMS, Patna.
Tender Cost	Rs 5000/- (Five thousand only)
EMD Amount	Rs 10,00,000/- (Ten lacs only)



Indira Gandhi Institute of Medical Sciences

Sheikhpura, Patna-800014, Bihar

PHONE-0612-2297099/2297631

Website: www.igims.org



Office of the Director
INDIRA GANDHI INSTITUTE OF MEDICAL SCIENCES,

SHEIKHPURA, PATNA - 800 014 (Bihar, India)

Tel.: 0612 - 2297631, 2297099; Fax: 0612 - 2297225; Website: www.igims.org;

E-Mail: director@igims.org

Tender Enquiry No.-03/ ADMIN/Tender/Manpower/2016

TENDER FOR PROVIDING MANPOWER ON
JOB OUTSOURCING BASIS AT IGIMS, SHEIKHPURA PATNA

Tenders in sealed cover are invited under **two-bid** system from reputed, experienced and financially sound Manpower Agencies on behalf of the Director, Indira Gandhi Institute of Medical Sciences, Sheikhpura, Patna, for providing manpower on job outsourcing basis at Indira Gandhi Institute of Medical Sciences, Sheikhpura, Patna.

The interested agencies are required to submit the technical bid (qualifying bid) and financial bid separately. The bids in Sealed Cover-I containing "Technical Bid" and Sealed Cover-II containing "Financial Bid" should be placed in a third sealed cover super scribed "**Tender for Providing Manpower on Job Outsourcing Basis at IGIMS, PATNA, PATNA**" and should reach at the office of "**The Director, IGIMS, Patna**" before 3:00 PM on or before **09.11.2016**. The technical bids will be opened on the same day at 3:30 PM in the Chamber of the Medical Superintendent at IGIMS, PATNA. In the event of any of the above mentioned date being declared as a holiday / closed day, the tenders will be opened on the next working day at the appointed time.

The tender document containing eligibility criterion, scope of work, terms & conditions and draft agreement etc. can be downloaded from website www.igims.org. The tender document should enclose an additional DD for Rs. **5,000.00** (non-refundable) in favour of "**IGIMS, PATNA Patna**", payable at Patna, along with their tender bid in the **Cover-I "Technical Bid"**. The bid security (EMD) of Rs. **10,00,000/-** (Rupees Ten Lakh only) should be paid by Demand Draft in favour of "**The Director, IGIMS, PATNA**" payable at Patna. The Tender Documents are not transferable. Tender submitted without cost of Tender form will be summarily rejected.

Any future clarification and/or corrigendum(s) shall be notified through the Administrative Officer, IGIMS, Patna and also uploaded website www.igims.org .

Sd/-
Director
IG.I.M.S. - Patna

Terms and Conditions

Relating to Submission of Bids:

1. The agreement shall commence from the date of execution of agreement and shall continue till 24 (**Twenty four**) **months** unless it is curtailed or terminated by the authority owing to deficiency of service, Sub-standard quality of manpower deployed, breach of contract etc or change in requirements.
2. The agreement shall automatically expire on completion of 24 (**Twelve**) **months** of date of agreement unless extended further by the mutual consent of the Manpower Service Provider and the Authority.
3. The Manpower Service Provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this Agreement to any other agency or organization by whatever name be called at any circumstances.
4. All the pages of the tender should be signed by the owner of the proprietary firm particular of the partnership firm /M.D of the company or his Authorized signatory. In case the tenders are signed by the Authorized signatory, a copy of the power of attorney/authorization may be enclosed along with tender. A copy of the terms & conditions with signature on each page must be submitted with the technical bid as token of acceptance of terms & conditions.
5. All entries in the tender form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory should be attached. No overwriting or cutting is permitted in the Financial Bid Form. In such cases, the tender shall be summarily rejected. However, in the Technical Bid there are cuttings, must be signed by the person authorized to sign the tender bids.
6. The bid security (EMD) without interest shall be returned to the unsuccessful bidders after finalization of contract. The EMD shall be forfeited if successful bidder fails to undertake the work or fails to comply with any of the terms & conditions of the contract.
7. As a guarantee towards due performance and compliance of the contract the successful bidder (Agency) has to deposit **10%** Security Deposit by way of Demand Draft in favour of "IGIMS, Patna" drawn on any Scheduled Bank and payable at Patna. Bank Guarantee of a scheduled bank in the prescribed format is also acceptable in this regard. Security deposit will remain valid for the period of sixty (60) days beyond the date of completion of all contractual obligations of the agency including statutory obligations.
8. The Manpower Service Provider will be bound by the details furnished by it to the Authority while submitting the tender or at subsequent stage if required. In case, any such document furnished by it is found to be false at any stage, it would be deemed to be a breach of terms of Agreement making it liable for legal action besides termination of the Agreement.
9. The bid shall be valid and open for acceptance of the competent authority for a period of 180 days from the date of opening of the Technical Bid and no request for any variation in quoted rates and / withdrawal of tender on any ground by successful bidder shall be entertained.
10. To assist in the analysis, evaluation and computation of the bids, the Competent Authority, may ask bidders individually for clarification of their bids. The request for clarification and the response shall be in writing but no change in the price or substance of the bid offered shall be permitted.

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11. After evaluation, the work shall be awarded normally to the Agency fulfilling all the conditions and who has quoted the lowest rate (inclusive for all categories) after complying with all the Acts / provisions stated / referred to for adherence in the tender. In case two or more agencies are found to have quoted the same rates, the Director, IGIMS, PATNA, shall decide about the Agency to which the offer shall be granted based on the report on the past performance of the firm, and length of experience etc. Such decision by the authority shall be final.
12. The Director, IGIMS, PATNA, have discretionary right to award on the same rate parallel contract to the next eligible agency, in case, the agency with lowest rate at any stage after award of contract fails to perform successfully / satisfactorily.
13. IGIMS, PATNA, shall reimburse the Agency to the extent of the amount of variation arising out of the upward revisions in minimum wages as per Labour Commissioner of Bihar above the rates mentioned in the contract and derived statutory obligations thereof provided the documentary evidence is produced by the Agency making such payments to that extent only.
14. IGIMS, PATNA, reserves the right to accept or reject any or all bids without assigning any reasons. IGIMS, PATNA, also reserves the right to reject any bid which in its opinion is non- responsive or violating any of the conditions/specifications without any liability to any loss whatsoever it may cause to the bidder in the process.
15. Canvassing in any form is strictly prohibited and the renderers who are found canvassing are liable to have their tenders rejected out-rightly.

B. General :

16. The period of the contract may be extended on the basis of performance after the successful / satisfactory completion of initial contract up to a maximum period of three years by year to year basis & based on the manpower requirement at that time or may be curtailed / terminated before the contract period owing to deficiency in service or substandard quality of the manpower deployed by the selected Company / Firm /Agency. This office, however, reserves right to terminate this initial contract without assigning any reason thereof at any time after giving two months notice to the selected service providing Company/ Firm / Agency.
17. The number and arrangement of deployment of the manpower is without prejudice to the right of Administrative Officer, IGIMS, PATNA, to deploy the personnel in any other number or manner considered to be more suitable in the interest of the IGIMS, PATNA,.
18. The manpower that is posted to work in the different areas of IGIMS, PATNA will have to follow the schedule as per the requirement of the operational area. They may also be posted to work in shift as per the institute's requirements. No extra payment will be made on this account.
19. The persons deployed by the service providing Agency shall not claim nor shall be entitled to pay perks and other facilities admissible to casual, adhoc, regular/ confirm employees of this institute during the currency or after expiry of the contract.
20. In case of termination of the contract on its expiry or otherwise, the persons deployed by the service providing Agency shall not be entitled to and will have no claim, for any absorption nor for any relaxation for absorption in the regular/ other capacity at the Institute.
21. The Tenderer will be bound by the details furnished by it to this Institute, while submitting the tender or at subsequent stage. In case, any of such documents furnished by it is found to be false at any stage, it would be deemed to be a breach of terms of contract making it liable for legal action besides termination of contract.

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22. The Agency shall ensure fulfilment of qualifications (academic/professional), skills, experience, age limit and other engagement conditions as tabulated . The Agency will get their antecedents, identity proof, character, conduct and medical health suitability verified.
23. The full particulars of the personnel to be deployed by the Agency including their names, addresses and identity proof shall be furnished to the Medical Superintendent IGIMS, PATNA, along with testimonials before they are actually deployed for the job.
24. The Agency shall not deploy or shall discontinue deploying the person(s), if so desired by the Administrative Officer, at any time without assigning any reason whatsoever.
25. A local representative of Agency shall be In-charge of the manpower system and shall be responsible for the efficient rendering of the service under the contract. The Institute will not pay any wages to their representative . The local representative will ensure proper conduct by the deployed personnel and prohibition of alcoholic / any form of tobacco consumption etc. The personnel shall work under directives and guidance of the Medical Superintendent. and will be answerable to the Medical Superintendent. This will, however, not diminish in any way, the Agency's responsibility under the contract to the IGIMS, PATNA,. The local representative will also maintain the muster roll, the wages / payment register and other documents as provided in the Contract Labour Act.
26. The Agency shall provide necessary undertaking and documentary evidence in this regard.
27. A senior level representative of the Agency shall visit IGIMS, PATNA, at least once-a- week and review the service performance of its personnel. During the weekly visit, Agency's representative will also meet the Medical Superintendent, IGIMS, PATNA, officer dealing with service under the contract for mutual feedback regarding the work performed by his personnel and removal of deficiencies, if any, observed in their working. The responsibility of transportation, food and other essential requirements in respect of each deployed personnel will be solely with the agency. The Agency will strictly ensure that any sensitive/ confidential nature of information related to the organization is not divulged or disclosed to any person by the personnel deployed by it.
28. The Agency shall ensure that any replacement of the personnel, as required by the Medical Superintendent , IGIMS, PATNA, for any reason specified or otherwise, shall be effected promptly without any additional cost to the IGIMS, PATNA. If the agency wishes to replace any of the personnel, the same shall be done with prior concurrence of the Director, IGIMS, PATNA at Agency's own cost.
29. The Agency shall provide reasonably good uniform, name badges with Photo Identity Cards to its personnel deployed at IGIMS, PATNA, at its own cost and ensure that these cards are to be constantly displayed, maintained in good condition and their loss should be reported immediately. Entry permit for the particular Bldg/Block, where the personnel are actually deployed, shall be issued by The Director IGIMS, PATNA. Incidentals for the respective categories of manpower shall be borne / supplied by the Agency at its cost.
30. The Agency shall ensure that the personnel deployed by it are disciplined and do not participate in any activity prejudicial to the interest of the IGIMS, PATNA,/ MoH&FW / Govt. of India / any State or any Union Territory.
31. The day-to-day functioning of the services shall be carried out in consultation with and under direction of the Medical Superintendent, IGIMS, PATNA,. Proposals for efficient functioning shall be discussed, considered and implemented from time to time by the agency with approval of Medical Superintendent, IGIMS, PATNA, or other competent authority.
32. The Agency shall be solely responsible for compliance to the provisions of various Labour and

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

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

- 33. In case of any theft or pilferages, loss or other offences, the agency will investigate and submit a report to the Medical Superintendent, IGIMS, PATNA and maintain liaison with the police. FIR will be lodged by the Director, IGIMS, PATNA, wherever necessary. If need be, joint enquiry comprising of both the parties shall be conducted and responsibility will be fixed.
- 34. The agency shall ensure that staff appointed by them is fully loyal-to and assist the Director, IGIMS, PATNA, during normal periods as well as during other emergencies for the protection of personnel and property both moveable and immovable to the entire satisfaction of the IGIMS, PATNA.
- 35. In case of any loss that might be caused to IGIMS, PATNA, due to lapse on the part of the personnel discharging their responsibilities will be borne by the Agency and in this connection. The Director, IGIMS, PATNA, shall have the right to deduct appropriate amount from the bill or from the Performance Bank Guarantee submitted by the contracting agency to make good such loss to IGIMS, PATNA, besides imposition of penalty. In case of frequent lapses on the part of the personnel deployed by the agency, Director, IGIMS, PATNA, shall within its right terminate the contract forthwith or take any other action without assigning any reason whatsoever. Such penalties / termination shall be binding on the agency.
- 36. In the event of any personnel being on leave/absent, the agency shall ensure suitable alternative arrangement to make up for such absence. To meet such eventualities the agency shall make provision for leave reserve.
- 37. As and when The Director, IGIMS, PATNA, requires additional manpower strength on temporary or emergent basis, the Agency will depute such personnel under the same terms and conditions. For the same, a notice of two days will be given by the Medical Superintendent IGIMS, PATNA. Similarly, if the personnel deployed by the agency at any time found absent from duty or sleeping or found engaged in irregular activities, the Medical Superintendent, IGIMS, PATNA, shall deduct the requisite amount at the pro-rata rates from the bill of the agency besides imposition of penalty for non- observance of the terms of contract.
- 38. The Agency shall arrange to maintain the daily shift-wise attendance record of the

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personnel deployed by it showing their arrival and departure time by Biometrics attendance machine. The Director, IGIMS, PATNA, has the right to depute a team for inspecting and verifying the documents and records maintained by the agency at any time.

39. IGIMS, PATNA shall pay the agreed amount on production of monthly bill (in duplicate) for the amount due towards personnel engaged during the preceding one month by the 10th day of the month. The monthly bill shall include supporting documents, satisfactory performance certificate along with documents verifying payment by the agency to its employees in the previous month. No other charges of any kind shall be payable. No advance payment shall be made to the Agency. There would be no increase in rates payable to the Agency during the Contract period except reimbursement of the statutory wages revised by the Government. The Income-tax as applicable shall be deducted from the bill unless exempted by the Income-tax Department.
40. In case of non-compliance/non-performance of the services according to the terms of the contract, the Medical Superintendent, IGIMS, PATNA, shall be at liberty to make suitable deductions from the bill without *prejudice* to its right under other provisions of the Contract.
41. The Agency shall be solely liable for all payment/dues of the personnel deployed by clearly specifying the deductions on account of EPF, ESI and other statutory obligations etc. The Agency shall fully indemnify IGIMS, PATNA against all the payments, claims, and liabilities whatsoever incidental or directly arising out of or for compliance with or enforcement of the provisions of any of the labour or other laws to the extent they are applicable to establishment /work in IGIMS, PATNA. Any complaint towards non- payment of wages, other liabilities and statutory obligations will lead to immediate termination of contract with penalty.
42. The Manpower Service Provider shall raise the bill, in duplicate , along with Biometrics attendance sheet duly verified by the Department or Office concerned in respect of the persons deployed and submit the same to the prescribed authority in the first week of the succeeding month for reimbursement. The Service provider shall deposit the monthly remuneration in the respective bank account of all deployed workers and shall furnish a consolidated statement of such deposit along with his claim of reimbursement. Payment proof of EPF ,ESIC challan dully certified by the authorised person of the agency before reimbursement their bill with the biometrics attendance sheet the agency will also submit the working satisfactory report by all concerned HOD of the department .. As far as possible the payment will be released by the second week of the succeeding month.
43. The Service Charges payable to the agency in providing the requisite manpower will be claimed in percentage of the total monthly wages payable to the manpower. In this regard, total monthly wages will be on the basis of actual deployment of manpower during the month.
44. The decision of the Director IGIMS, PATNA in regard to interpretation of the Terms & Conditions and the Agreement shall be final and binding on the Agency.
45. The Agency shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other Agency without the prior written consent of this Institute.
46. The service providing agency shall be solely responsible for the redressal of grievances/ resolution of disputes relating to persons deployed. The Institute shall, in no way, be responsible for settlement of such issues whatsoever.
47. In case of any dispute between the Agency and IGIMS, PATNA, the Director, IGIMS, PATNA, shall have the right to decide. However all matters of jurisdiction shall be at the local courts located at Patna.
48. In case of any dispute or differences arising under the terms of this Agreement the same shall be settled by reference to arbitration by a Sole Arbitrator to be appointed by Director, IGIMS, PATNA. The provisions of Arbitration and Conciliation Act 1996 shall be applicable.

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49. Any violation of instructions/agreement or suppression of facts will attract cancellation of agreement without any reference.
50. An agreement shall be signed with the successful bidder as per specimen enclosed.
51. The Tax deduction at Source (T.D.S.) shall be done as per the provisions of Income Tax Act/Rules, as amended, from time to time and a certificate to this effect shall be provided by the Department or office concerned.
52. In case of deficiencies in providing quality service, the authority will have the right to impose penalty as per decision of the Committee which shall be deducted from the monthly bill.
53. The successful bidder will enter into an agreement with IGIMS, PATNA to provide, suitable qualified & experienced manpower as per recruitment rule of IGIMS, PATNA on the above terms and conditions.

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

Sd/-
Director
IGIMS, PATNA

TECHNICAL REQUIREMENTS

**TENDER FOR
“TENDER FOR PROVIDING MANPOWER ON JOB OUTSOURCING
BASIS” AT IGIMS, PATNA”**

1. The Bidder may be a proprietary firm/ Partnership firm/ Limited Company, Corporate body legally constituted, who possess the required licenses, registrations etc as per law valid at least for 12 months from the date of the opening of tender.
2. The Bidder should have at least three years’ experience in providing manpower to Government Departments, Public Sector Companies/ Banks, etc.
3. The registered office or one of the branch offices of the manpower service provider should be located within the jurisdiction Patna. If at the time of bidding such office at Patna is not available, the successful bidder must open his office within **15 days from the date of** work order issued.
4. The Bidder has his own Bank Account.
5. The applicant should have had average annual financial turnover (gross) at least **3(three) Crore** on works during the last three years ending 31st March of previous year. This should be duly audited by a Chartered Accountant. Year in which no turnover is shown would also be considered for working out the average.
6. The Bidder should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts.
7. As a proof of technical capacity and competence the tenderer should have satisfactorily completed at least one work of similar nature costing not less than **3(three) Crore** of the respective tender in the preceding 3 years.
8. There should be no case pending with the police against the Proprietor / Firm / Partner or the Company (Agency).
9. The bidder shall submit affidavit that the agency is/ has not been blacklisted by Central Govt. / State Govt. / any PSU.
10. The bidder shall have the following Registrations and details of the same be provided in the Technical Bid:

Registration:

- (i) EPF
- (ii)ESI
- (iii)Service Tax Registration:
- (iv)Valid License issued by Regional Labour Commissioner, Govt of Bihar or should give an undertaking that the bidder would obtain it positively within 30 days of the award of the work.

The Director
IGIMS, PATNA

	Return			
7	Having annual turnover not below of ₹ 3 (three) Crore in the last three financial years Please attach balance sheet (duly certified by chartered Accountant for last three (3) years)	Submit relevant documents.		
8	Having successfully completed at least one work of similar magnitude and duration worth ₹ 3(three) Crore in one of the last three years in any Organization under State/ Central Government/ PSU/ Autonomous Body.	Submit relevant documents.		
9	PAN	Please attach certificate copy		
10	Trade License No.	Please attach certificate copy		
11	Service Tax Registration No	Please attach certificate copy		
12	Give your own Bank Account & Bank Details (copy of Bank Statement is also attached)	Submit relevant documents		
13	Acceptance of terms & conditions attached (Yes/No). Whether each page of NIT and its annexure have been signed and stamped	Please sign each page of terms & conditions as token of acceptance and submit as part of tender document with technical bid. Otherwise your tender will be rejected.		
14	Power of Attorney / authorization for signing the bid documents	Mention in Letter head		
15	Please submit a notarised affidavit on Indian Non judicial stamp paper of ₹ 100/- that no case is pending with the police against the Proprietor / firm / partner or the Company (Agency). Indicate any convictions in the past against the Company/firm/partner. Please also declare that proprietor/firm/company has never been black listed by any organization			
16	Please submit registered office / branch offices details at Patna (copy of relevant documents is also attached), if not please submit Undertaking to open his office within 15 days after the work order issued.			
17	Details of the bid security (EMD) for ₹10,00,000/- FDR/DD/BG No: Date: Payable at:			
18	Detail of cost of Tender for ₹ 5,000/(downloaded from website) DD/Pay Order No: Date: Payable at:			
19	Kindly mention the total number of pages in the tender document.			

Note:

- i. Page number/serial number may be given to each and every page of Tender Documents and photocopies of the attested documents attached. Mention Page number, wherever the copy (ies) of the document(s) is kept.*
- ii. In case of non-fulfilment of any of the above information/ document(s), the Tender will be summarily rejected without giving any notice.*

(Dated Signature of the Tenderer with stamp of firm)

(In party's Letter Head)

ANNEXURE-IV

FINANCIAL BID (COVER-II)

Having Examined the Tender Documents, we the undersigned offer to quote the rates towards the engagement of Support Personnel under the categories mentioned in the Bid Documents. We are interested to participate for which an amount of...../- (Rupees.....) only as EMD is deposited vide DD No..... dated/...../..... in favour of IGIMS, Sheikhpura, Patna, payable at Patna.

S.N	Employee Category	Remuneration per job (Basic minimum wages excluding statutory charges)	Statutory Charges (Details of charges to be enclosed)	Gross Amount paid to employees (Per Month)	Other Misc. Charges (including agency charges)	Amount to be paid by the Institute to the Agency (per month)	Remarks
01	Supervisors/	Rs 25000=00					
02	Jr. Engineer (Civil & Electrical & Bio-Medical Engineering)	Rs 20000=00					
03	Asstt. Engineer (Civil , Electrical & Bio-Medical Engineering)	Rs 30000=00					
04	Dietician	Rs 30000=00					
05	Nursing services (Sister Grade-II)	Rs 25000=00					
06	O.T Assistant Services	Rs 15000=00					

07	Office Assistant Services	Rs 15000=00					
08	Computer Operator/ Data entry Operator	Rs 15000=00					
09	Generator Operator	Rs 15000=00					
	Generator Helper	Rs 10000=00					
10	Gas Pipe Line System Operator	Rs 15000=00					
11	Electrician	Rs 15000=00					
12	Plumber	Rs 15000=00					
13	Carpenter	Rs 15000=00					
14	<u>Attendant:</u> a. Lab Attendant b. Hospital Attendant c. Office Attendant d. Sanitary Service	Rs 12000=00					
		Rs 12000=00					
		Rs 10000=00					
		Rs 10000=00					
15	Security Service Supervisor	Rs 25000=00					
16	Sanitation Service Supervisor	Rs 20000=00					
17	EPBX/telephone Operator	Rs 15000=00					
18	a. Lab Technician	Rs 15000=00					

	b. X-Ray Technician	Rs 15000=00					
	c. Audiometry Technician	Rs 15000=00					
	d. Speech Therapist	Rs 15000=00					
	e. ECG Technician	Rs 15000=00					
	f. EEG & EMG Technician	Rs 15000=00					
	g. Dialysis Technician	Rs 15000=00					
	h. Ultrasound Tech.	Rs 15000=00					
	i. ESWL Technician	Rs 15000=00					
	j. Endoscopy Technician	Rs 15000=00					
	k. ICU Technician	Rs 15000=00					
	l. Electronics Tech,	Rs 15000=00					
19	Porter	As per skilled labour rate subject to review as per direction of Govt.					
20	Unskilled Labour	As per unskilled labour rate subject to review as per					
	Semi Skilled						

Skilled	direction of Govt.					
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Type of Service: t Break-up per Month

Sl.No.	Particulars	%
01	* Basic Wages (Basic +VDA) for 26 days	
02		
03	Sub Total (I)	
04	Statutory Liabilities	
05	EPF including Admin. Charges	13.61
06	ESIC	4.75
07	Bonus	8.33
08	Privilege Leave	6.73
09	Sub Total (II)	
10	Reliever Charges/Weekly Off	16.67
11	Sub Total (III)	
12	Service Charge	
13	Sub Total (IV)	
14	Service Tax	15%
15	Grand Total	

Note:

- A) Rate per Man per month and total amount payable by IGIMS, Sheikhpura, Patna to the service provider/contractor per month before recovery of statutory deductions at source.
- B) Breakup of the above rate showing amount to be paid to employees, statutory charges and other Miscellaneous Charges including Agency Charges.
- C) Each Page of the Tender document should be signed by the authorized signatory.
- D) It must be ensured that payment made to the employees should not be less than the minimum wages prescribed.
- E) For Sl No. 19 & 20 minimum wage will be revised as per revision of minimum wage by Govt of Bihar. If the wages is equivalent to minimum wages.

Signature of Authorised Person and Seal of the Agency with Date

(To be made on Rs 1000.00 Non Judicial Stamp Paper)

DRAFT AGREEMENT FORMAT

This agreement is made at Raipur on the _____ day of _____ the Director, Indira Gandhi Institute of Medical Sciences, Sheikhpura, Patna , **acting through Medical Superintendent , IGIMS, PATNA, having its office at IGIMS, PATNA-800 014** (*herein after* called '**Client**' which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors, legal representatives and assigns) of the **First Part**.

Second Part

M/s, _____ having its registered office at _____ (*hereinafter* called the '**Agency**' which expression unless repugnant to the context shall mean and include its successors-in-interest assigns etc.) of the **Second Part** . WHEREAS the '**Client**' is desirous to engage the '**Agency**' for providing Manpower for **IGIMS, PATNA-800 014** at Patna. on the terms and conditions stated below:

1. The Agency shall be solely responsible for compliance to provisions of various Labour, Industrial and any other laws applicable and all statutory obligations, such as, Wages, Allowances, Compensations, EPF, Bonus, Gratuity, ESI, etc relating to personnel deployed in **IGIMS, PATNA-800 014**. The Client shall have no liability in this regard.

2. The Agency shall be solely responsible for any accident / medical / health related liability / compensation for the personnel deployed by it at **IGIMS, PATNA-800 014** site. The Client shall have no liability in this regard.

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

4. If the performance is not found satisfactory. The contract can be terminated by giving three months notice on either side. However, the contractor shall also withdraw the work by giving three months notice. If the contractor fails to give three months notice then security deposit will be forfeited.

5. In case of non-compliance with the contract, the Client reserves its right to:

a. Cancel / revoke the contract; and / or

b. Impose penalty up to 10% of the Total Annual Value of contract

6. Security Deposit amounting @ 10% of the total cost in the form of Bank Draft or Bank Guarantee from a Scheduled bank shall be furnished by the Agency one day before signing of the Agreement.

7. The Agency shall be fully responsible for timely monthly payment of wages and any other dues to the personnel deployed at IGIMS, Patna. The agency will release the payment to their deployed worker up to 10th of the every month in the bank account of respective persons , EPF and ESI deposit to the concerned department duly certified by the agency contractor and shall raise the bill in duplicate along with Biometrics attendance sheet .The working satisfactory report should also be verified by the officer of concerned department or Head of the Department .

8. The personnel provided by the Agency will not claim to become the employees of IGIMS, Patna and there will be no Employee and Employer relationship between the personnel engaged by the Agency & IGIMS, Patna. If the agreement is terminated , last months payment will be released after submission of "No dues Certificate"& on the recommendation of the competent authority.

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

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

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

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

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

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

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

For and on behalf of the '**Agency**' For and on behalf of the IGIMS, Patna

Signature of the authorized Official Signature of the authorized Official

Name of the Official Name of the Official

Stamp / Seal of the '**Agency**' SIGNED, By the said _____

SEALED AND DELIVERED _____(Name)

By the said _____ on behalf of

_____(Name) IGIMS, Patna, in presence of

_____ on behalf of Witness _____

'**Agency**' in presence of Name _____

Witness _____ Address _____

Name _____

Address _____

Tender Enquiry No. ADMIN/Tender/Manpower/ /2016

DECLARATION

1. I _____ Son / Daughter / Wife of Sri. _____
_____ Proprietor / Director / authorized signatory of the Service Provider, mentioned
above, am competent to sign this declaration and execute this tender document;

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

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

Date:

Signature of authorized person

Full Name:

Place:

Seal:
