

Indira Gandhi Institute of Medical Sciences Sheikhpura, Patna
(Autonomous Body under Department of Health, Government of Bihar)

**TENDER FOR OUTSOURCING
OF MANPOWER
AT IGIMS, SHEIKHPURA PATNA**

Indira Gandhi Institute of Medical Sciences
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Website: www.igims.org

Tender No. 03/ ADMIN/NIT/Manpower/ /2016 dated 08.11.2016
TENDER FOR JOB OUTSOURCING in IGIMS,PATNA

1.Introduction

IGIMS Patna, an Autonomous Body under Department of Health, Government of Bihar invites sealed bid valid for 120 days from the date of opening from eligible Service Provider for deploying manpower on outsource basis as per terms and conditions specified in the Bid document.

2. Availability of Tender

Online bidding through service provider system. Form and bid document will be available on Institute website: www.igims.org.

Prospective service providers desirous of participating in the bid may view and download the tender document free of cost from the mentioned site. However bidders need to submit the tender fee of Rs.5000 (Rs. Five thousand) and earnest money deposit (EMD) of Rs.10.00 lac(Rs Ten lac) only through Demand Draft /Pay Order from a scheduled nationalised banks drawn in favour of IGIMS, Patna.

3. Important Dates

Date of publication & downloading of Bid documents	10.11.2016
Closing of Bid submission	02.12.2016 upto 15.00 Hrs.
Opening of tender bid (eligibility and technical)	02.12.2016 upto 16.00 Hrs.

4. Eligibility criteria1. The bidder must have adequate experience in providing personnel on outsource basis in Office/Lab/Hospital services in Government or Semi-Government sector/PSUs/Autonomous Bodies or other similar organisations. Necessary documents to this effect like work order, work completion / payment certificate, etc.for the last three years must be submitted with the bid.

3. The Agency shall have annual turnover not below Rs. 3 Crore in last three financial years.

4. The Agency shall have valid licences from Labour Department and trade and commercial licences for carrying out outsourcing activities from appropriate Govt. Bodies and ensure compliance of following Statutory Laws / Acts and Rules and Regulations thereon.

- (a) The Payment of Wages Act 1936
- (b) The Employees Provident Fund 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) The Minimum Wages Act, 1948

5. Terms and Conditions and General Instructions to the Bidder

- 1) Initial period of the contract is for 12 calendar months which may be extended up to a maximum period of three years on year to year basis of extension. Extension of contract will be subject to satisfactory performance of assigned jobs by deployed employees and on the actual requirement of manpower at the end of each contract year. The Institute however, reserves right to terminate this initial or renewed contract without assigning any reason thereof at any time after giving two months notice to the Service Provider.
- 2) The bidders have to bid for the service charge element only which will be payable on the totals of all the jobs' remunerations as indicated in the financial bid annexure. IGIMS as a Principal Employer on outsourced jobs via Service Provider, reserved its right to deposit in appropriate Government accounts, any statutory deductions the monthly salary bill like EPF, ESIC of deployed personnel and Service Tax, TDS, etc. of Service Provider from preferred bill of the agency. No bonus and privilege leave is payable to deployed personnel.
- 3) The Manpower Service Provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liability covered under the Bid Agreement to any other agency or organization by whatever name be called at any circumstances.
- 4) Agency shall furnish monthly salary payment of deployed personnel in bank. Payment to the agency shall be in Bank account opened for the purpose in Allahabad Bank branch at IGIMS, Patna. The agency accordingly have to ensure transparency in monthly payment to deployed employee through Bank accounts opened for individual deployed personnel in Allahabad Bank branch at IGIMS, Patna.
- 5) Tenderer will be bound by the documents furnished by it to this Institute, In case, any furnished documents subsequently found to be false at any stage, it would be deemed to be a breach of terms of contract making the agency liable for legal action besides termination of contract as the Management think fit.
- 6) No bank guarantee towards EMD will be acceptable. EMD of unsuccessful bidders will be returned without any interest on tender finalisation.
- 7) The successful bidder (Agency) has to deposit 10 (ten) *per cent* of the contract value as Security Deposit in shape of Demand Draft / Bank Guarantee from any nationalised Scheduled Bank in favour of "IGIMS, Patna" Security deposit shall remain valid for the period of sixty (60) days beyond the date of completion of all contractual obligations of the agency including statutory obligations, if any.
 - 8) In case, any information / document furnished by Service Provider found to be false at any stage, it would be deemed to be a breach of terms of Bid Agreement and Service Provider will be liable for legal action besides termination of the Agreement.
 - 9) 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.
 - 10) In case the lowest bidder fail to execute the bid agreement within stipulated period, the Institute shall be free to enter into bid agreement with another bidder agreeing to provide services at lowest bidder's rate (L-1)
 - 11) The bid security (EMD) amount 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.
 - 12) Each month salary of individual staff deployed and admissible service charge thereof as per bid agreement shall be preferred by agency in the first week of following month. Institute shall discharge the claim after retaining the statutory deductions of EPF, ESI, IT, Service Tax, TDS and others Statutory deductions as applicable from time to time.
 - 13) On contract award of job, the Service Provider shall mention the Individual EPF

account / ESI Registration number of deployed staff as well as the Service Tax registration number of Agency in the preferred claim.

14) Canvassing in any form is prohibited and such tenders will be rejected.

15) Conditional quotations like "subject to immediate acceptance" or "subject to prior confirmation" etc., shall be summarily rejected

16) In case of deficiencies in providing quality service, the Service Provider is liable to penalty which will be deducted from the monthly bill claim.

17) Institute reserves its right to reject any tender without assigning any reasons.

B General :

(i) 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.

(ii) The number and arrangement of deployment of the manpower is without prejudice to the right of Administration of IGIMS, Patna to deploy the personnel in any other number or manner considered necessary in the interest of the IGIMS, PATNA.

(iii) The manpower deployed to work / job in the different Departments of IGIMS, Patna will have to follow the job time schedule of department concerned 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.

(iv) The relationship between Institute and the Service provider shall not be of "Master" and "Servant". 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.

(v) 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 not have any claim for absorption or any relaxation for absorption in the regular or other capacity future jobs/posts in the Institute.

(vi) In case of any dispute or differences arising over implementation of bid agreement, the same shall be settled in the Court of Patna.

(vii) 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.

Sd/-
Director
IGIMS, PATNA

ANNEXURE-1

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.

Sl.No	Job work and number of jobs	Job description	Qualification	Remuneration per month	Agency bid for service charges on totals of remuneration minus statutory deduction
01	Supervisors/	Graduate with 5 yrs experience in reputed Agency/Office		Rs 25000=00	
02	Jr. Engineer (Civil & Electrical & Bio-Medical Engineering)	Diploma in Civil/electrical or Bio Medical Engineering		Rs 20000=00	
03	Asstt. Engineer (Civil, Electrical & Bio-Medical Engineering)	B.E or Equivalent		Rs 30000=00	
04	Dietician	Preferably M.Sc (Dietician)		Rs 30000=00	

05	Nursing services (Sister Grade-II)		B.Sc in Nursing		Rs 25000=00	
06	O.T Assistant Services		Graduate/ OT Technician Degree		Rs 15000=00	
07	Office Assistant Services		Graduate Desirable computer skill.		Rs 15000=00	
08	Computer Operator/ Data entry Operator		Graduate with Certificate course with MS Word, EXCEL		Rs 15000=00	
09	Generator Operator		ITI with Experience in Generator Operator.		Rs 15000=00	
	Generator Helper		10 th Pass		Rs 10000=00	
10	Gas Pipe Line System Operator		ITI		Rs 15000=00	
11	Electrician		Trade ITI + 2 yrs experience		Rs 15000=00	
12	Plumber		10 th Pass preferably with ITI		Rs 15000=00	
13	Carpenter		10 th Pass preferably with		Rs	

			ITI		15000=00	
14	<u>Attendant:</u> a. Lab Attendant b. Hospital Attendant c. Office Attendant d. Sanitary Service		10th		Rs 12000=00	
			10 th with experience		Rs 12000=00	
			10 th		Rs 10000=00	
			10 th		Rs 10000=00	
15	Security Service Supervisor		Graduate with 3 years experience with Security service. Or Retd Security Officer ex-serviceman.		Rs 25000=00	
16	Sanitation Service Supervisor		Diploma in Sanitary work		Rs 20000=00	
17	EPBX/telephone Operator		B.Sc		Rs 15000=00	
18	a. Lab Technician		B.Sc (MLT)		Rs 15000=00	
	b. X-Ray Technician		Diploma In X-Ray		Rs 15000=00	

	c. Audiometry Technician		Diploma In Audiometry		Rs 15000=00	
	d. Speech Therapist		Diploma In Speech therapy.		Rs 15000=00	
	e. ECG Technician		Diploma with ECG		Rs 15000=00	
	f. EEG & EMG Technician		Diploma with certificate in relevant field		Rs 15000=00	
	g. Dialysis Technician		Diploma/Certificate course in Dialysis.		Rs 15000=00	
	h. Ultrasound Tech.		Diploma/Certificate course in Ultrasound.		Rs 15000=00	
	i. ESWL Technician		Diploma/Certificate course in ESWL.		Rs 15000=00	
	j. Endoscopy Technician		Diploma/Certificate course in Endoscopy		Rs 15000=00	
	k. ICU Technician Electronics Tech,		10+2 with certificate in ICU/Diploma in Anaesthesia.		Rs 15000=00 Rs	

					15000=00	
19	Porter		10th pass		As per skilled labour rate subject to review as per direction of Govt.	
20	Unskilled Labour		10th pass		As per unskilled labour rate subject to review as per direction of Govt.	
	Semi Skilled		10th pass			
	Skilled		10th pass			
21	Store keeper-cum clerk		Graduate with relevant experience		RS 14000=00	
22	M.S.W		Graduate in Social Work and relevant experience in respective field.		Rs 27000=00	
23	Assistant Librarian		B.Sc in Library Science		Rs 25000=00	
24	Child Psychologist		Degree in Relevant field		Rs 35500=00	
25	Dissection Attendant Hall		10th pass		Rs 14000=00	

26	Manifold Attendant	room		10th pass		Rs 14000=00	
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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 Bidder has his own Bank Account opened in Allahabad Bank, IGIMS, Branch.
4. 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.
5. The Bidder should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts.
6. 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.
7. There should be no case pending with the police against the Proprietor / Firm / Partner or the Company (Agency).
8. The bidder shall submit affidavit that the agency is/ has not been blacklisted by Central Govt. / State Govt. / any PSU.
9. The bidder shall have the following Registrations and details of the same be provided in the Technical Bid:

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.

**Director
IGIMS, PATNA**

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

(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 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 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, SEALED
AND DELIVERED
By the said _____
_____(Name)
_____ on behalf
of '**Agency**' in presence of
Witness _____
Name _____
Address _____

By the said _____
_____(Name)
_____ on behalf
of IGIMS,Patna, in presence of
Witness _____

Name _____
_____ Address _____

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.

Signature of authorized person
Full Name:
Seal:

Place:
Date:
