

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
Sheikhpura, Patna-800014, Bihar
PHONE-0612-2297099/2297631

Website: www.igims.org

Tender No. -- 02 / ADMIN/NIT/Manpower/ /2017 dated 27 .03.2017
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 180 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

Tender document can be downloaded from 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 Institute website. However bidders have to submit tender fee of Rs.5000 (Rs. Five thousand) and earnest money deposit (EMD) of Rs.10.00 lac (RsTenlac) only through Demand Draft / Pay Order from scheduled nationalised banks drawn in favour of IGIMS, Patna with the bid documents.

3. Important Dates

Date of publication & downloading of Bid documents	29.03.2017
Closing of Bid submission	24.4.2017 upto 15.00 Hrs.
Opening of tender bid (eligibility and technical)	24.4.2017 upto 16.00 Hrs.

4. Eligibility criteria

1. The bidder must have adequate experience in providing personnel on outsource basis in Government or Semi-Government Offices/Laboratory/Hospital services or PSUs/Autonomous Bodies and similar organisations, **including private super speciality hospital or other organisations**. Necessary work experience 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 three financial years during last five 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 in terms of due 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.a Terms and Conditions to the Bidder

- 1) Term of contract is for 12 calendar months. Extension of contract will be subject to rules and regulations of Government, satisfactory performance of jobs by deployed employees and on requirement of manpower on outsource. The Institute however, reserves right to terminate the initial or renewed contract on manpower without assigning any reason thereof at any time after giving two months' notice to the Service Provider.
- 2) 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.
- 3) Conditional quotations like "subject to immediate acceptance" or "subject to prior confirmation" etc., shall be summarily rejected
- 4) EMD shall be in shape of DD/Pay Order of nationalised Bank. No bank guarantee towards EMD will be acceptable. EMD of unsuccessful bidders will be returned without any interest on tender finalisation.
- 5) 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.
- 6) The bidders have to bid for the service charge in the column of bid document format. Format should not be changed for explanations / clarifications etc.
- 7) Lumpsum quotation shall not be accepted and such bid shall be rejected. Service charges shall be expressed in *per cent* of remuneration as well as corresponding Rupee value. Service charges quotation with less than 1.40 *per cent* of job remuneration will be treated as unresponsive and such bid will not be entertained.
- 8) The bidder should have consolidated captive manpower resources of approximately 500 personnel for different posts and should possess **qualifications as prescribed**.
- 9) The deployed staffs should be in **the age group of 20 years to 45 years as on 31st March 2017**. Deployment of retired staffs from state / central government or from private sector services is not admissible.
- 10) In order to obviate the scope of irregularities / delinquencies in compliance of statutory payments by the successful bidder, the IGIMS as a Principal Employer for manpower on outsourced basis via Service Provider, reserved its right to deposit by issue of separate cheques/DDs in favour of appropriate statutory bodies' for the amount of total deductions of EPF, ESIC of deployed personnel, and Service Tax, TDS, etc. of Service Provider from preferred bills.
- 11) As remuneration against the jobs are for full calendar month, no bonus, privilege leave and other allowances will be payable to deployed personnel.
- 12) Payment will be made through e-transaction. Agency shall furnish proof of monthly salary payment to deployed personnel in bank. Bank account of individual deployed personnel is to be opened in Allahabad Bank at IGIMS, Patna by the L-1 bidder.
- 13) Bidder should note that L-1 shall be decided based on the average of the consolidated quotations for the type of services; **calculation for payment of service charge shall be based on the quotation made against individual type of service by the L-1 bidder. Bids quoting negligible service charge (administrative charge) shall be treated as unresponsive and will not be considered.**
- 14) Tenderer will be bound by the documents furnished by it to this Institute, In case, any
- 15)
- 16)

- 17) 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 in addition to termination of contract as Management may think fit.
- 18) In case of tie on the Service charge rates from the prospective bidders, either the bid jobs will be divided between the bidders on mutually agreed jobs or Director of Institute may allocate the jobs to agency based on past performance of the firm in the Institute, length of experience in outsourcing activities for manpower, adduced certificate(s) of past services and other such consideration as deemed fit by the Director, IGIMS, Patna. In this regards decision of Director of institute shall be final.
- 19) In deployment of staffs on outsource basis, the relationship between Institute and the Service provider shall not be of “**Master**” and “**Servant**”. 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.
- 20) Service provider will be wholly and exclusively responsible for payment of wages to the persons deployed including compliance to all the statutory obligations under any legislation / Acts as applicable from time to time including Minimum Wages Act, EPF Act, ESI Act etc. The contractor should indemnify the Institute on stamp paper at all times against all claims, damage, or compensation under the provisions of Payment of wages Act, 1936, Minimum Wages Act, 1948, Employers’ Liability act 1938, Industrial Dispute act, 1947, Maternity Benefit act 1961, Payment of Bonus Act, 1966 or any other law relating thereto and rules made there under from time to time. The Institute will not incur any liabilities for any expenditure whatsoever on this account
- 21) The Agency shall not claim nor shall be entitled for perks and other facilities/allowances admissible to casual, ad-hoc, regular/ confirm employees of this institute during the currency or after expiry of the contract.
- 22) In case the lowest bidder (L-1) fails to execute the bid agreement within stipulated period, the Institute shall be free to enter into contract agreement with another bidder agreeing to provide services at lowest bidder’s rate (L-1).
- 23) 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.
- 24) On 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/TDS Account number of Agency in the preferred claim. The deployed staff shall bear IDs with fathers’ name, photographs, address and other details.
- 25) In case of deficiencies in providing quality service, the Service Provider is liable to penalty which will be deducted from the monthly bill claim.
- 26) **Payment Mode**-Each month salary of individual staff deployed, and the admissible service charge thereon as per bid agreement shall be preferred by agency in first week of following month. Institute shall discharge the claim after due accounts checks for absentees and penalty, if any. Separate DD / Cheques for consolidated amount shall be issued in respect of Individual EPF account / ESI Registration number of deployed staffs. Service Tax, TDs etc. will be as per rules in force. Payment shall be through ECS mode. The bidder shall provide bank accounts number of bidder as well as of individual deployed staffs. Any higher wages claim by the agency in respect of skilled/unskilled attendants shall be supported by relevant notification from Labour Department, Government of Bihar only.
- 27) Canvassing in any form is prohibited and such tenders will be rejected.
- 28) Institute reserve its right to reject any tender without assigning any reasons.

5.b General Instructions to bidder

- a) 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.
- b) 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. At present approx. 500 staffs are on the remuneration roll.
- c) The manpower deployed to work / job services in 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.
- d) In case of any dispute or differences arising in implementation of bid agreement, the same shall be settled in the Court of Patna.
- e) The successful bidder will enter into an agreement with IGIMS, PATNA for providing duly qualified& experienced manpower as per recruitment rule of IGIMS, PATNA on terms and conditions of bid document.

Sd/-
Director
IGIMS,PATNA

ANNEXURE-1

FINANCIAL BID (COVER-II)

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

Sl.No	Type of services required.	Tentative Number	Qualification and experience	Remuneration per month (Rupee)	Agency bid for service charges on remuneration at column (5)	
(1)	(2)	(3)	(4)	(5)	(6) In %	(6) In Rs.
1.	Supervisors	4	Graduate with 5 years' experience in supervisory works	Rs. 15000		
2.	Jr. Engineer (Civil & Electrical & Bio-Medical)	5	Diploma in Civil / Electrical / Bio Medical Engineering	Rs. 20000		
3.	Asstt. Engineer (Civil, Electrical & Bio-Medical Engineering)	--	B.E or Equivalent	Rs. 30000		
4.	Dietician	1	Preferably M.Sc (Dietician)	Rs. 30000		
5.	Nursing services (Sister Grade-II)	90	B.Sc. in Nursing	Rs. 20000		
6.	O.T Assistant Services	10	Graduate/ OT Technician Degree	Rs. 15000		
7.	Office Assistants / Computer Assistants.	10	Graduate	Rs. 18000		
8.	DEOs/ clerk	5	Intermediate with Certificate in computer skill (course on MS Word and EXCEL)	Rs. 12000		
9.	Generator Operator	1	ITI with Experience in Generator Operator.	Rs. 12000		
10.	Generator Helper	1	10 th Pass	Rs. 10000		
11.	Medical Gas Pipeline System Operator	2	ITI with experience.	Rs. 12000		

12	Gas pipeline Technician	2	Trade ITI, two years experiences in trade	Rs. 15000		
13	Plumber	1	10 th Pass preferably with ITI	Rs. 15000		
14	Carpenter	1	10 th Pass preferably with ITI	Rs. 15000		
15	Lab Attendant	5	10 th pass	Rs. 10000		
16	Hospital / Hostel Attendant	150	10th with experience in Hospital attendant work	Rs. 10000		
17	Attendant for Office work	20	10 th pass	Rs. 10000		
18	EPBX/telephone Operator	4	B.Sc	Rs. 15000		
19	Lab Technician	22	B.Sc (MLT)	Rs. 15000		
20	X-Ray Technician	5	Diploma In X-Ray	Rs. 15000		
21	Audiometry Technician	--	Diploma In Audiometry	Rs. 15000		
22	Speech Therapist	—	Diploma In Speech therapy.	Rs. 15000		
23	ECG Technician	3	Diploma with ECG	Rs. 15000		
24	EEG & EMG Technician	2	Diploma with certificate in relevant field	Rs. 15000		
25	Dialysis Technician	6	Diploma/Certificate course in Dialysis.	Rs. 15000		
26	Ultrasound Tech.	---	Diploma/Certificate course in Ultrasound.	Rs. 15000		
27	ESWL Technician	1	Diploma/Certificate course in ESWL.	Rs. 15000		
28	Endoscopy Technician	---	Diploma/Certificate course in Endoscopy	Rs. 15000		
29	ICU Technician Electronics Tech,	--	10+2 with certificate in ICU/Diploma in Anaesthesia.	Rs. 15000		
30	Porter	25	10th pass with skill to handle porter activities-	Rs. 9030		
31	Unskilled Labour/ khalasi	5	10th pass	Rs. 7110		
32	M.S.W	--	Graduate in Social Work and relevant experience in respective field.	Rs. 20000		
33	Assistant Librarian	1	B.Sc in Library Science	Rs. 25000		
34	Child Psychologist	-- (recruited)	Degree in Relevant field	---		
35	Dissection Hall Attendant	--	10th pass	Rs. 10000		

36	Manifold Room Attendant	--	10th pass	Rs. 10000		

Note:

1. Wages for services at sl. No 30, 31 will vary as per government notification. The above remuneration or wages is as per December 2016 notification from Government of Bihar.

2. **Number of services is tentative which may increase/decrease subject to vacancy of Group-C posts in the Institute.**

3. In case of regular appointments to candidates against any type of services, the corresponding type of services will be terminated.

4. **L-1 in the Bid quotation shall be decided based on the average of the consolidated type of services; payment of service charge calculation shall be based on the bid quotation made against individual type of service by the L-1 bidder.**

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 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 five 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.

Tender Enquiry No. 02/ ADMIN/Tender/Manpower/2017

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

Place:

Date:

Signature of authorized person

Full Name:

Seal:

Medical Superintendent.

IGIMS, Patna
