# TENDER FOR "OUTSOURCING OF HOSPITAL ATTENDANTS" FOR AIIMS, RAIPUR

Sl. No.	DME Stage	Start Date & Time
1.	NIT No.	Tender Enquiry No. ADMIN/Tender/Hospital Attendant /1/2014
2.	NIT Issue Date	22-11-2014
3.	Last Date of Submission	15-12-2014
4.	Venue	Administrative Officer, AIIMS Raipur-492099



# All India Institute of Medical Sciences, Raipur

G.E. Road, Tatibandh, Raipur – 492099, Chhattisgarh Tele: 0771- 2573777, email: **admin@aiimsraipur.edu.in** Website: **www.aiimsraipur.edu.in** 

# TENDER FOR "OUTSOURCING FOR HOSPITAL ATTENDANTS" AT AIIMS RAIPUR"

Sealed tender are invited from reputed manpower agencies/service providers to provide the services of **60 (Sixty)** nos of Hospital Attendants for AIIMS College & Hospital establishment for a period of one year w.e.f. the date of execution of agreement through a suitable placement agency on contract basis to work in different Operation Theatres, Duty Rooms, Dressing Room, Casualty, Out Patient Department, Labour Room Offices etc. Preference will be given to the Local Tenderers to provide personnel's having previous experience for working in Medical College & Hospital in the exigency of Patient care and Public service.

The details information for outsourcing the service of aforesaid posts has been available in the Tender Document which may be downloaded from the website **www.aiimsraipur.edu.in** or **www.tenders.gov.in** with payment of **₹ 5,000/-** (Rupees Five Thousand only). The last date and time for submission of Tender document is **15-12-2014 by 3:00 PM**.

The undersigned reserves the rights for cancellation of the Tender at any time without assigning any reason thereof.

Administrative Officer AIIMS Raipur (C.G.)

# TENDER FOR "OUTSOURCING FOR HOSPITAL ATTENDANTS AT AIIMS RAIPUR" <u>TERMS & CONDITIONS</u>

#### GENERAL

- 1. The agreement shall commence from the date of execution of agreement and shall continue till one year 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 charge in requirements.
- 2. The agreement shall automatically expire on completion of one year 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. The AIIMS, Hospital at present has requirement of **60 (Sixty)** Hospital Attendant for AIIMS and initial establishment. Preference shall be given for Hospital Attendants having working experience in the Medical College & Hospital establishment. The requirement of the Organization may further increase or decrease, during the period of contract also and the tenderer would have to provide additional or reduced manpower services, if required, on the same terms and conditions. Final selection will be done by a designated committee with the approval of Director, AIIMS. Reservation policy as prescribed by Central Govt. On this regard will be followed.
- 5. 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.
- 6. The Authority reserves the right to terminate the Agreement after giving 60 days notice to the Manpower Service Provider without assigning any reason thereof.
- 7. The persons deployed shall be required to work as per the decision of the Medical Superintendent AIIMS as the case may be. In case, the person deployed remains absent on a particular day or comes late / leaves early on three occasions, proportionate deduction from the remuneration for one day will be made. The Hospital Attendants deployed to the Medical College & Hospital shall be asked to work in three shifts including public Holidays in the exigency of patient care for which no extra remuneration will be provided for the purpose. The Service Provider shall ensure that the persons deployed by him shall have to work in three shifts (6 AM to 2 PM, 2 PM to 10 PM & 10 PM to 6 AM) as per the direction of the Medical Superintendent. The Service Provider shall provide contracted number of workers every day without any form of disruption observing all Labour Law provisions. The Manpower Service Provider shall nominate a coordinator who shall be responsible for immediate interaction with the Department so that optimal service of the persons deployed could be availed without any disruption.
- 8. The entire financial liability in respect of manpower services deployed in the AIIMS and Hospital establishment shall be that of the Manpower Service Provider and the Department or Office concerned

will in no way be liable. It will be the responsibility of the Manpower Service Provider to pay take home remuneration to the person deployed a sum not less than the minimum ₹ 5,642/- (Five thousand Six hundred Forty Two) in the financial bid and adduce such evidence as may be required by the Authority/ Office concerned through cheque or transfer credit to the account of the Hospital Attendant and produce evidence to that effect in the office.

- 9. For all intents and purposes, the Manpower Service Provider shall be "the Employer" within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Manpower Service Provider shall not have any claim whatsoever like employer and employee relationship against the office of the Director, All India Institute of Medical Science Raipur (C.G.).
- 10. The Manpower Service Provider shall be solely responsible for the redressed of grievances or resolution of disputes relating to persons deployed. The Authority shall, in no way, be responsible for settlement of such issues whatsoever. In case the grievances of the deployed person are not attended to by the Manpower Service Provider the deployed person can place their grievance before a Joint Committee consisting of a representative of the Authority/Office concerned and an Authorized representative of the Manpower Service Provider.
- 11. The Department shall not be responsible for any loss or any injury to any person deployed by the Manpower Service Provider in the course of their performing the functions / duties, or for payment towards any compensation.
- 12. The persons deployed by the Manpower Service Provider shall not claim nor shall be entitled to pay, perks and other facilities as admissible to regular / confirmed employees during the currency or after expiry of the Agreement.
- 13. In case of termination of this Agreement on its expiry or otherwise, the persons deployed by the Manpower Service Provider shall not be entitled to and shall have no claim for any absorption in regular or other capacity.
- 14. The person deployed shall not claim any benefit or compensation or absorption or regularization of deployment with office under the provider of rules and Acts. Undertaking from the person deployed to this effect shall be required to be submitted by the Manpower Service Provider.
- 15. The Manpower Service Provider must be registered with the concerned Govt. Authorities, i.e. Labour Commissioner, Provident Fund Authorities, Employees State Insurance Corporation etc., and a copy of the registration should be submitted. The Manpower Service Provider shall comply with all the legal requirements for obtaining License under Contract Labour (Regulations and Abolition ) Act, 1970 if any, at his own part and cost.\*
- 16. The Manpower Service Provider shall provide a substitute well in advance, if there occurs any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Manpower Service Provider. The Manpower Service Provider shall be responsible for contributions towards Provident Fund and Employees State Insurance, wherever applicable.
- 17. The persons deployed by the Manpower Service Provider should have good police records and no criminal case should be pending against them.

- 18. The persons deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote goodwill and enhance the image of the Institution or office concerned. The Manpower Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.
- 19. The persons so deployed shall be of uniform of "White Colour" with logo during the working hours which is mandatory. The cost of the Uniform & Identity Card is to be borne by the service provider and the authority is no way concerned for the above purpose. The identity card should jointly signed by both the authority & service provider. The colour of the uniform may change as per the decision of Director AIIMS, Raipur.

### **LEGAL**

- 20. The persons deployed shall, during the course of their work be privy to certain qualified documents and information which they are not supposes to divulge to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make the Manpower Service Provider as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract.
- 21. The Manpower Service Provider shall be responsible for compliance of all statutory provisions relating to minimum wages payable to different types of worker in respect of the persons deployed by it in the Department or office concerned. The Department or office concerned shall have no liability in this regard.
- 22. The Service provider will have to submit a certificate from the competent authorities/ Police department of not having any criminal record.
- 23. The bidder has to submit an affidavit sworn before the Executive Magistrate to the effect that neither the owner/proprietor of service provider has been blacklisted by any organization or are defaulters of any tax liability.
- 24. The Manpower Service Provider shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to the Department or office concerned to the concerned tax collection authorities, from time to time, as per the rules and regulations in the matter,. Attested / Xerox copies of such documents shall be furnished to the Department or office concerned.
- 25. The Manpower Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of the Department or office concerned or any other authority under Law.
- 26. 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.
- 27. In case the Manpower Service Provider fails to comply with any liability under appropriate law and as a result thereof, the Department or the office concerned is put to any loss / obligation, monetary or otherwise, the Department or the office concerned will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Manpower Service Provider, to the extent of the loss or obligation in monetary terms.

28. The Agreement is liable to be terminated because of non-performance, deviation of terms and conditions of contract, non-payment of remuneration of employed persons and non-payment of statutory dues. The Department or Office concerned will have no liability towards non-payment of remuneration to the persons employed by the Manpower Service Provider and the outstanding statutory dues of the service provider to statutory authorities. If any loss or damage is caused to the Department or Office concerned by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.

### **PENALTY**

29. 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.

### **FINANCIAL**

- 30. The Technical Bid should be accompanied with an Earnest Money deposit (EMD), refundable without interest, of ₹ 2,16,000/- (Rupees Two lakh Sixteen Thousand) only in the form of DD/BG/FDR Pay Order drawn in favour of Director, All India Institute of Medical Sciences Raipur (C.G.). 492099 failing which the tender shall be rejected out rightly.
- 31. The Earnest Money Deposit in respect of the agencies which do not qualify the Technical Bid (First Stage) / Financial Bid (Second competitive stage) shall be returned to them without any interest. In case of successful tenderer if the agency fails to deploy the required manpower against the initial requirement within **30 days** from date of placing the order the EMD shall stand forfeited without giving any further notice.
- 32. The successful tender will have to deposit a Performance Security Deposit 10% only in the form of DD/BG/FDR from only Nationalized Bank Guarantee from only Nationalized Bank drawn in favour of the Authority covering with **2 Months** beyond the period of contract. In case, the contract is further extended beyond the initial period, the Bank guarantee will have to be accordingly renewed by the successful tenders. The amount of performance security deposit is to be determined by the Authority taking into account the contractual obligation of the manpower service provider.
- 33. In case of breach of any terms and conditions attached to this agreement, the Performance Security Deposit of the Manpower Service Provider shall be liable to be forfeited besides annulment of the Agreement.
- 34. The Manpower Service Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by the Department or Office concerned in respect of the persons deployed and submits the same to the prescribed authority in the first week of the succeeding month. The Service provider shall deposit the monthly remuneration in the respective bank account of the Hospital Attendants and shall furnish a consolidated statement of such deposit along with his claim of reimbursement. As far as possible the payment will be released by the second week of the succeeding month.
- 35. The Agency shall be solely responsible for compliance to the provisions of various Labour and industrial laws, such as, wages, allowances, compensations, EPF, Bonus. Gratuity, ESI etc. relating to personnel deployed by it at AIIMS, Raipur 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 Administrative

Officer, at AIIMS, Raipur 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 with the following and their re-enactments / amendments / modifications:-

- 1. The Payment of Wages Act 1936
- 2. The Employees Provident Fund & MP Act, 1952
- 3. The Contract Labour (Regulation) Act, 1970
- 4. The Payment of Bonus Act, 1965
- 5. The Payment of Gratuity Act, 1972
- 6. The Employees State Insurance Act, 1948
- 7. The Employment of Children Act, 1938
- 8. The Motor Vehicle Act, 1988
- 9. Minimum Wages Act, 1948
- 36. The claims in bills regarding Employees State Insurance, Provident Fund, and Service Tax etc. should be necessarily accompanied with documentary proof pertaining to the concerned bill month. A requisite portion of the bill or whole of the bill amount shall be held up till such proof is furnished, at the discretion of the Department or Office concerned.
- 37. The amount of penalty calculated @ ₹ 100/- per day on account of delay, if any, in providing a suitable substitute for the period beyond three working days by the Manpower Service Provider shall be deducted from its monthly bills in the succeeding month.
- 38. In the event of any dispute arising in respect of the clauses of the agreement the same shall be resolved through negotiation. Alternatively the dispute shall be referred to the next higher authority or controlling officer for his decision and the same shall be binding on all parties.
- 39. All disputes shall be under the jurisdiction of the court at the place where the headquarters of the authority, who has executed the agreement, is located.
- 40. The successful bidder will enter into an agreement with AIIMS Raipur for supply of suitable and qualified manpower as per requirement of AIIMS Raipur on the above terms and conditions.

Administrative Officer AIIMS Raipur (C.G.)

#### Now this agreement witnesses as below: -

- 1. That the Annexure containing the Terms and Conditions shall be deemed to form and to be read and construed as part of this agreement.
- 2. That in consideration of the payment to be made by the "Authority" to the "Manpower Service Provider", the "Manpower Service Provider" hereby agrees with the "Authority" to provide personnel to be engaged as "Hospital Attendant" in the All India Institute of Medical Sciences Raipur (C.G.). (Name of the Department/Office) in conformity with the provisions of the Terms and Conditions.
- 3. That the "Authority" hereby further agrees to pay the "Manpower Service Provider" the contract price at the time and in the manner prescribed in the said Terms and Conditions.
- 4. That in the event of any dispute that may arise it shall be settled as per the Terms and Conditions of the contract.
- 5. That this agreement is valid upto **one year**.

IN WITNESS WHEREOF the parties have caused their respective common seals to be here unto set their respective hands and seals on the day and year first written above.

Signature of the officer/person Authorized to sign on behalf of Manpower Service Provider Signature of the Authority an officer acting in the premises for and on behalf of the AIIMS, Raipur (CG)

#### In the presence of witness:-

Witness:

- 1. Name: -----Address:-----
- 2. Name: -----Address: -----

1. Name: -----Address:-----

2. Name: -----Address: -----

### AGREEMENT

This agreement is made at Raipur on the \_\_\_\_\_day of \_\_\_\_\_Two thousand Fourteen between the Director, All India Institute of Medical Sciences, Raipur, **acting through Administrative Officer, AIIMS, Raipur, having its office at AIIMS, Tatibandh, Raipur-492099** (*hereinafter* 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 <u>First Part.</u>

#### AND

**M/s\_\_\_\_\_\_**, having its registered office at \_\_\_\_\_\_ (*Hereinafter* called the "Manpower Service Provider which expression shall, where the context so requires or admits, also include its successors or assignees of the <u>Second Part</u>.

Whereas, the "Authority" desires that the services "\_\_\_\_\_" are required in\_\_\_\_\_ Department/Office;

And whereas the Manpower Service Provider" has offered its willingness to the same in conformity with the Provisions of the agreement;

And whereas the "Authority" has finalized the rate as per the terms and conditions of the agreement to the "Manpower Service Provider".

### **TECHNICAL REQUIREMENTS**

# TENDER FOR ""OUTSOURCING FOR HOSPITAL ATTENDANTS AT AIIMS RAIPUR"

- 1. The tendering manpower service provider should fulfill the following technical specifications:
- a) The registered office or one of the branch offices of the manpower service provider should be located within the jurisdiction Raipur. If at the time of bidding such office at Raipur is not available, the successful bidder must open his office within **15 days** work order issued.
- b) They should be registered with the appropriate registration authority;
- c) They should have at least three years' experience in providing manpower to Government Departments, Public Sector Companies/ Banks, etc;
- d) They should have their own Bank Account;
- e) They should be registered with income Tax and Service Tax departments;
- f) They should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts.
- g) They should have any other regulatory clearance (to be specified by the user Department) that may be required for providing manpower service.
- h) Minimum turnover requirement. Average turnover in the last there financial year should not be less than
   36 lakh every year.
- i) As a proof of technical capacity and competence the tenderer should have satisfactorily completed at least one work of nature similar to that of the respective tender costing not less than 24 lakh of the respective tender in the preceding 3 years.

Administrative Officer AIIMS Raipur (C.G.)

# TENDER FOR "OUTSOURCING FOR HOSPITAL ATTENDANTS AT AIIMS RAIPUR"

- 1. She/he should be above 18 years of age and not exceeding 50 years.
- 2. The Minimum Educational Qualification for Hospital Attendant will be 8th pass.
- 3. She/He should have an Experience Certificate from either Medical College/Hospital/Registered Medical Practicener (MCI/SCI).

# DOCUMENTS TO BE SUBMITTED BY THE SUCCESSFUL AGENCY BEFORE DEPLOYMENT OF MANPOWER.

- 1. List of Manpower shortlisted by agency for deployment in the Office of the Director, AIIMS Raipur containing full details i.e. date of birth, cast and category (Gen./OBC/SC/ST) marital status, address, educational qualification etc.
- 2. Bio-data of all persons
- 3. Cast and category certificate and any other document considered relevant

(Dated Signature of the Tenderer with stamp of firm)

# **APPLICATION - TECHNICAL BID**

# TENDER DOCUMENT FOR OUTSOURCING OF HOSPITAL ATTENDANT'S AT

### **AIIMS RAIPUR**

Sl. No.	Particular								Page No.
1.	Name & Address of the tenderer / Organization / Agency with phone number, email and name telephone/mobile number of contract person.					Mention in Letter head			
2.	Name	of Proprietor/Partner's/	/Director's				Mention in Letter head		
2.	Experience in the work of providing Security Services. Particular of experience (attach certificate, testimonials). This shall cover the details of works of similar nature, approximate magnitude and duration carried out and/ or on hand for last 3 years along with a certificate from the organization where the job was carried out						In following format		
	SI No.		Manpower Services Provided			ount of ntact	Duration	Duration of Contract	
	Telephone/Fax no.		Type of No. manpower provided				From	То	
3.	Set-up your Agency, clearly indicating details of managerial, supervisory and other staff, also indicate the number of muster roll staff available for performing this services:								
(a)	Is the establishment registered with the Government					Submit relevant documents.			
(b)	Do you have Labour license. Please provide details and attach a copy. License to keep armed guards and license for guns/shots should also be enclosed.					Submit relevant documents.			
(c)	Undertaking of the agency confirming the availability of the adequate manpower of requite qualification and experience for deployment in AIIMS Raipur.								
4.	Please submit copy of the relevant document.								

(a)	EPF No:	
(b)	ESI Code:	
5.	Are you governed by minimum wages rules of the Govt. of India? If yes, please give details.	
6.	Please attach copy of last 3 years of Income Tax	
7.	Having annual turnover not below of <b>₹ 36,00,000/-</b> (Rupees Thirty Six Lakh Only) in the last three financial years Please attach balance sheet of the company (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 ₹ 24,00,000/- (Rupees Twenty Four Lakh Only) in one of the last three years in any Hospital under State/ Central Government/ PSU/ Autonomous Body.	Submit relevant documents.
9.	PAN	Please attach certificate copy
10.	Service Tax Registration No.	Please attach certificate copy
11	Give your own Bank Account & Bank Details (copy of Bank Statement is also attached)	Mention in Letter head
12	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. <b>Otherwise your tender will be rejected</b> .
13	Power of Attorney / authorization for signing the bid documents	Mention in Letter head
14	Please submit a notarised affidavit on Indian Non judicial stamp paper of $\mathbf{\overline{t}}$ <b>10</b> /- 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 has never been black listed by any organization.	
15.	Please submit registered office / branch offices details at	
	Raipur (copy of relevant documents is also attached), if not	
	please submit Undertaking open his office within <b>15 days</b> after the work order issued.	

16.	Details of the bid security (EMD) for <b>₹ 2,16,000/-</b> FDR/DD/BG No: Date:	
	Payable at:	
17	Detail of cost of Tender for ₹ 5,000/- (downloaded from website)	
	DD/Pay Order No: Date:	
	Payable at:	
17	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)

# **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:

Place:

Signature of authorized person Full Name: Seal:

# <u>APPLICATION - FINANCIAL BID</u> TENDER FOR "OUTSOURCING FOR HOSPITAL ATTENDANTS AT AIIMS RAIPUR"

1. Name of tendering Manpower Service Provider:

2. Rate per person per month (8 hours per day) inclusive of all statutory liabilities, taxes, levies, cess etc:

	Name of Man Power	Consolidated maximum package	Monthly distribution of package						
Sl. No.			To be deposited by service provider into Govt account, as per Govt. norms		Service charge quoted by service	Statuary/Labour related deposit		Take Home remuneration	
			Service Tax	Other Statutory dues if any	provider	EPF	ESI	of Employee	
	Α	В	С	D	Е	F	G	Н	
1.	Hospital Attendant	₹ 10,000/- (Rs. Ten Thousand)	(As per norms) @% of column B	(As per norms) @ % of column B	To be quoted by service provider @ % of column No B	(As per Norms) @ % of column No B	(As per Norms) @ % of column No B	B -(C+D+E+ F+G)	

- E is a column where service provider agency has to fill that how much % of consolidated maximum package he will charge every month against any post. This is basically a part of financial bid to be compared to decide **L1**.
- H is a column, where the take home remuneration amount will be calculated as per mentioned formula, it should never be less than ₹ 5,642/- per month for any of Employee.
- TDS will be deducted as per Govt. norms.

### **APPLICATION - FINANCIAL BID**

### TABLE – 2

Sl No.	Man Power Type	Maximum package for post	Service provider chargesto be quoted by bidder, @ % of column No <b>B</b>		
	А	В	С		
1.	Hospital Attendant	₹ 10,000/- (Rs. Ten Thousand only)			

- Minimum take home remuneration per person should be ₹ 5,642/- for Hospital Attendant
- L-1 will be decided by Column C. Bidder quoting lowest in Column C will be treated L-1.

Date:

Place:

Signature of authorized person Full Name:

### Notes:

1. The total rates quoted by the tendering agency should be inclusive of all statutory/taxation liabilities in force at the time of entering into the contract.

Seal:

2. The payment shall be made on conclusion of the calendar month only on the basis of no. of working days for which duly has been performed by each manpower.