



कर्मचारी राज्य बीमा निगम अस्पताल,
**EMPLOYEES' STATE INSURANCE CORPORATION -
PARIPPALLY, KOLLAM, KERALA -691574**

Ph: 0474-2575070, 2572052, 2575058, 2575059 Fax: 0474-2575050
Email: ms-ppy.ker@esic.nic.in & esihparippally@gmail.com
Website: www.esic.nic.in.



TENDER NOTICE FOR SELECTION OF AGENCY
FOR PROVIDING MANPOWER ON
JOB OUTSOURCING BASIS
AT
ESI MEDICAL COLLEGE HOSPITAL
PARIPPALLY

Tender No. : 544/A/12/24/EHP/10/Admin/Rectt

Notification issue date : 16.05.2014

Pre-Bid Meeting : 02.06.2014 at 11AM

Last Date of Submission : 10.06.2014 at 1PM

TENDER NOTICE FOR DEPLOYMENT OF MANPOWER ON
OUTSOURCING BASIS

The ESIC Medical College Hospital, Parippally invites sealed tenders in two bid system from duly registered / reputed Manpower Service Providers / Organizations / agencies for providing Para-Medical and other staff to the ESI Medical College Hospital, Parippally in the following categories.

S. No.	Cadres	Qualification/ Experience
1	Staff Nurse	Diploma in general Nursing and Midwifery with Registration in the Nursing Council
2	Laboratory Assistant	Sr. Secondary/10+2 or equivalent with Diploma in Medical Laboratory Technician from an institute recognized by AICTE
3	Operation Theater Assistant	Sr. Secondary/10+2 with Science or equivalent One year of experience in Operation Theater of a recognized Hospital
4	Pharmacist	Degree in Pharmacy /Sr. Secondary with Diploma in Pharmacy from a recognized institution and Qualified and registered as Pharmacist Under Pharmacy Act 1948
5	Nursing Orderly	Matriculation or equivalent from a recognized Board and elementary knowledge of first aid. One year experience in handling and dressing wounds in recognized Govt. Hospitals.
6	Radiographer	Matriculation or equivalent from recognized Board Two years Diploma in Radiography from a Central / state Govt./AICTE recognized institution with 1 year experience in a recognized Hospital/ Institute
7	Jr. Radiographer	Matriculation or equivalent from recognized Board Two years Diploma in Radiography from a Central / state Govt./AICTE recognized institution
8	OT Technician	Sr. Secondary/10+2 with Science or equivalent Five year of experience in Operation Theater of a recognized Hospital

The age limit of the personnel should not exceed 65 years.

Schedule (Tentative)

i	Last date & time for deposit of tenders	10/06/14 at 1PM
ii	Date and time of Pre-bid meeting	02.06.2014 at 11AM
iii	Date and time of opening of Tenders	10.06.2014 at 2PM
iv	Place of opening tenders	ESIC Medical College Hospital, Parippally
v	Validity of tenders	1 Year

The tender document containing eligibility criteria and terms and conditions can be downloaded from the website www.esic.nic.in. The tender document should enclose an additional Demand Draft of Rs.500/- (non refundable) drawn on any nationalized bank payable at Parippally in favour of ESI Corporation towards **cost of the tender** document along with their tender bid.

The bid security (EMD) of Rs.10000/- (Rupees Ten Thousand Only) should be paid by demand Draft in favour of “ESIC ACCOUNT NO.1” payable at Parippally.

The tender shall be submitted in two covers :

- The **first sealed** cover should be superscribed “Technical Bid” and should contain :

- (i) Demand Draft of Rs.500/- (non-refundable) towards cost of Tender Document
- (ii) Demand Draft of Rs.10000/- towards bid security deposit (EMD)
- (iii) Declaration at Annexure – I.
- (iv) The proforma at Annexure – II (Duly filled in) with all attachments
- (v) The proforma at Annexure – III

- The **second sealed** envelop superscribed “Financial Bid” should contain only rates which should be quoted on monthly basis for normal duty (As per enclosed format)

- The “Technical Bid” and “Financial Bid” are to be kept separately in two envelopes and thereafter both the envelopes should be placed in one bigger envelope duly signed shall be dropped in the Tender Box captioned **“TENDER FOR ENGAGEMENT OF AGENCY FOR PROVIDING PARA-MEDICAL STAFF”** placed in the Administration block, ESIC Medical College Hospital, Parippally within the stipulated date and time. The subject and the address of the agency / organization must be clearly mentioned on each of the two sealed envelopes. Demand Draft of Rs.500/- (non refundable) should also be kept in the third but outside the technical and financial bid. Tenders without the DD of Rs.500/- will not be opened.

Tenders received after the closing date and time shall not be considered.

ELIGIBILITY CRITERIA

- A) The Tenderer should have minimum five years experience (as on 17.05.2014) for supply of manpower, out of which two years experience should be in the field of supply of Nursing and Para-Medical manpower.
- B) The tender must have an annual turn over of Rs.2,00,00,000/- (Rupees two crore)
- C) The tenderer should have undertaken any one of the following work during the last three years :
 - a) One work of manpower supply not less than 80% of the work value to be executed
 - b) Two works of manpower supply not less than 50% of the work value to be executed
 - c) Three works of manpower supply not less than 40% of the work value to be executed
- D) Latest acknowledged copy of Income Tax Return filed (Latest copy of Income Tax filed form during last three financial years.
- E) The tenderer is to submit “ **Satisfactory Work Completion Certificate**” in support of their contention of having completed any one of the aforesaid works failing which the information furnished regarding the completion of work is liable to be treated as invalid.
- F) The tenderer must be registered with the Statutory Central and State authority viz., ESI, EPF, Income Tax, Service Tax, etc and should have a valid Central Labour License for supply of manpower as mentioned in the tender document.
- G) Copies of the following documents should be submitted along with the tender:

- a) Audited Balance Sheets of last three financial years i.e. 2010-2011, 2011-2012 & 2012-2013.
 - b) Service Tax Registration
 - c) ESI, EPF and other Registration Certificate copy with details of last payment
 - d) Declaration/ Documents as per Annexure , I, II, III and IV.
- H) Solvency certificate from any Nationalized Bank for an amount of 10% of the total quoted amount for the contract period.
- I) The Tenderer should have existing office in the State of Kerala as on 17.05.2014
- J) The tenderer should have sufficient employees on its rolls or rolls of its associates specifically trained for supply of Nursing and Para-Medical manpower. In addition, antecedents of the manpower to be engaged, three passport size photographs, details of qualification along with proof, experience certificate , Caste Certificates etc need to be submitted on demand at the time of award of the contract. The agency shall be fully responsible for the ensuring the correctness of the documents submitted by the persons for engagement against various posts.
- K) The tenderer /associate should have a valid Central Labour License and all statutory licenses for supply of Nursing and Para-Medical manpower as applicable. The successful Tenderer should produce valid labour /other Licenses before commencing the work as prescribed by the concerned statutory authority.
- L) The manpower will have to be supplied by the agency within 15 days from the date of award of contract, as per the detailed terms and conditions which are given at Annexure I.
- M) Only those agencies who fulfill the mentioned minimum eligibility criteria need to submit their bids.
- N) The service provider/Agency must have proper mechanism for intake , verification of candidates character and antecedents, Management and Placement of the skilled manpower .The persons engaged by the agency should not have any adverse Police records/criminal cases against them. The agency would be responsible to make adequate inquiring about the character and antecedents of the persons before their engagement for the purpose. The character and antecedents of each personnel will be got verified by the service provider before their deployment through the local police. Proofs of identity like driving license, bank account details, previous work experience, proof of residence and recent photograph and a certification to this effect should be submitted to this Department. The service provider will also ensure that the personnel deployed are medically fit. The service provider shall

withdraw such employees who are not found suitable by the office for any reasons immediately on receipt of such a request from this Department.

- O) It should not have been blacklisted by any organization.
- P) It should be willing to take up the contract on the terms and conditions given at Annexure I.
- Q) The successful bidder shall furnish a performance Security Deposit equivalent to 10% of the bid amount in the form of a Demand Draft /Bankers cheque of State bank of India or any Nationalized Bank drawn in favour of “ESI CORPORATION” payable at Parippally .The performance security deposit will be forfeited in the event of violation of any of the above mentioned terms and conditions**
- R) The ESIC reserves the rights to amend / withdraw any terms and conditions in the tender document or to reject any or all tenders without giving any notice or assigning any reason . The decision of the Competent Authority ESI Medical College Hospital,Parippally, in this regard shall be final and binding on all.

Medical Superintendent
ESIC Medical College
Parippally.

TERMS AND CONDITIONS

A. General

- 1) The contract is likely to commence from 15 days of finalization of tender for a period of one year unless it is curtailed or terminated by this ESIC owing to deficiency of service ,sub-standard quality of attendants deployed,breach of contract , reduction or cessation of the requirements of work.
- 2) The contract shall automatically expire after one year from commencement of the contract unless extended further by the mutual consent of contracting agency and the ESIC.
- 3) The contract may be extended ,on the same terms and conditions or with some addition /deletion /modification for a further period.
- 4) The tenderer will be bound by the details furnished by it to this Department,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.
- 5) Financial bid of only those Tenderers who are declared qualified technically shall be evaluated.
- 6) The persons engaged by the agency should not have any adverse police/records /criminal cases against them. The agency would be responsible to make adequate enquiries about the character and antecedents of the persons before their engagement for the purpose. The character and antecedents of each personnel will be got verified by the service provider before their deployment through the local police. Proofs of identity like driving license , bank account details , previous work experience proof of residence and recent photograph and a certification to this effect should be submitted to this department. The service provider will also ensure that the personnel deployed are medically fit. The service provider shall withdraw such employees who are not found suitable by the office for any reasons immediately on receipt of such a request from this department.
- 7) The contracting company/firm/agency shall furnish following documents in respect of the persons who will be deployed by it in this department before the commencement of work.
 - a) List of persons shortlisted containing full details i.e date of birth ,marital status ,address, educational and professional qualifications ,experience etc.
 - b) Bio - data of the person with photograph affixed.

c) Information about engagement of personnel should be given to the local police authority under intimation to the ESIC.

8) All services shall be performed by persons qualified and skilled in performing such services as per the eligibility criteria.

9) The agency shall depute a coordinator ,out of the deployed personnel,who would be responsible for immediate interaction with the Department authorities so that optimal services of the persons deployed by the agency could be availed without any disruption.

10) The service provider shall engage necessary persons as required by this Hospital from time to time. The said persons engaged by the service provider shall be the employee of the service provider and it shall be the duty of the service provider to pay their salary/wages in time i.e. before 6th pay of every month. There is no master & servant relationship between the employees of the service provider and ESIC and further the engaged person of the service provider shall not claim any absorption.

11) The service provider's personnel working should be polite ,cordial, positive and efficient while handling the assigned work and their action shall promote goodwill and enhance the image of this Department. The service provider shall be responsible for any act of indiscipline on the part of the personnel deployed by him.

12) The service provider will have to remove from the office , any debarred persons who is found incompetent or for his/her/their misconduct and the service provider shall forthwith replenish such requirements. The service provider shall replace immediately any of its personnel, if they are unacceptable , to the Department because of any security risk , incompetence , conflict of interest and breach of confidentiality or improper conduct upon receiving written notice from office.

13) The service provider shall ensure proper conduct of his personnel in office premises , and enforce prohibition of consumption of alcoholic drinks , paan, smoking , loitering without work.

14) The transportation , food, medical and other statutory requirement in respect of each personnel of the service provider shall be borne by the service provider.

15) The service provider's personnel should work on shift duties. However , in exigencies of work ,they may be required to sit late and the personnel may be called on closed holidays.

16) The service provider will provide the required number of personnel for a shorter period also, in case of any exigencies as per the requirement of this Department.

17) The service provider shall provide a substitute well in advance , if there is any probability of the persons leaving the job due to his / her own personal reason. The payment in respect of the overlapping period of the substitute shall be the responsibility of the service provider.

18) The service provider shall be contactable at all times and message by phone/mail/fax/special message from this Department to the service provider shall be acknowledged immediately on receipt on the same day. The service provider shall strictly observe the instructions issued by the department implementing the contract from time to time.

19) This department shall not be liable for any loss , damage, theft, burglary or robbery of any personal belongings , equipment or vehicles of the engaged personnel.

20) That the agency on its part and through its own resources shall ensure that the goods, materials and equipment etc. are not damaged in the process of carrying out the services undertaken by it and shall be responsible for act of commission or omission on the part of its staff or its employees etc. If this Department suffers any loss or damage on account of negligence ,defaults or theft on the part of the personnel of the agency, then the agency shall be liable to reimburse the pecuniary value of the loss,as decided by this to this Department for the same. The agency shall keep this Department fully indemnified against any such loss or damage.

21) This Department will maintain an attendance register in respect of the personnel deployed by the agency on the basis of which wages / remuneration will be decided in respect of the staff at the approved rates.

22) The successful bidder will enter into an agreement with this hospital for supply of suitable manpower as per the requirement on these terms and conditions. The agreement will be valid for a period of one year commencing from the date of signing of the agreement and shall continue to be in force in the same manner , unless terminated in writing. The service charges / rates quoted by the agency shall be fixed for a period of one year and no request for any change/ modification shall be entertained before expiry of the period of one year. Any statutory increase in wages /DA etc. is to be absorbed by the Department .However statutory increase shall be claimed by the successful tenderer from ESIC. The contract/agreement is extendable for further period subject to satisfactory performance of the agency and such amendments as mutually agreed to no charges/ wages other than agreed upon in Annexure IV for shall be payable.

23) On the expiry of the agreement as mentioned above , the agency will withdraw all its personnel and clear their accounts by paying them all their legal dues . In case of any dispute of account of termination of employment or non – employment

by the personnel of the agency , it shall be the entire responsibility of the agency to pay and settle the same.

24) Tender incomplete in any form will be rejected outright. Conditional Tenders will be rejected outright.

25) The contractor must **provide standard liveries and Identity card to its personnel which should be different from those used by the regular staff members.** The staff shall be in proper uniform with their identity properly displayed . Samples of liveries and Identity Card will have to be submitted by the contractor for approval of ESIC.

Timings of the deployment of the personnel will be intimated to the agency by ESIC.

26) The age limit of the personnel should not exceed 65 years.

27) Canvassing in any form is strictly prohibited and the Tenderers who are found canvassing are liable to have their Tenders rejected out- rightly.

Amendment of Bid Documents :

(i) At any time prior to the bid due date , ESIC may , for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder may modify the bidding document.

(ii) The amendment will be notified in writing by fax or email to all the prospective bidders , at the address , fax numbers ,email id provided by the bidder ,who have received the bidding documents and will be binding on them

(iii) In order to afford prospective bidders , reasonable time to comply with the amendment in preparing their bid, ESIC may at its discretion , extend the bid due date, if required.

B. Financial

1. Bids, offering rate which are lower than the minimum wages for the pertinent category would be rejected.
2. The successful bidder shall furnish a performance Security Deposit equivalent to 10% of the bid amount in the form of demand draft drawn in favour of the “ESIC CORPORATION “ payable at Parippally. The security deposit will be forfeited in case if supply of manpower is delayed beyond the period stipulated by the Department or noncompliance of the terms of agreement by the service

provider or frequent absence from duty/misconduct on part of manpower supplied by the agency.

3. The agency shall raise the bill , in triplicate , along with attendance sheet to the concerned branch of this hospital under whom the outsourced personnel has been deployed in the first week of the succeeding month. The branch concerned will send the bills duly verified to the concerned authority for passing and payment within 15 days from the date of receipt of bill in the department.
4. The bill shall accompany copies of PF/ESI challan , attendance sheet ,Service Tax challan etc. failing which a portion of the bill amount shall be held up till the proof is furnished , at the discretion of this Department. The payment will be released by the third week of the following month after deduction of taxes deductible at source under the law in force.
5. Payments to the service provider would be strictly on certification by the officer with whom personnel is attached that his service were satisfactory and attendance as per the bill preferred by the service provider.
6. It shall be the duty of the contractor to ensure the disbursement of wages in the presence of the authorized representative of this Hospital by the date as stipulated in Central Labour Act as applicable.
7. No wage/remuneration will be paid to any staff for the days of absence from duty.
8. The competent authority of this Hospital reserves the right to withdraw /relax any of the terms and conditions mentioned above so as to overcome the problem encountered by the contracting parties.

C. Fraud and Corrupt Practices

- i) The applicant and their respective officers ,employees ,agents and advisers shall observe the highest standard of ethics during the bidding process. Notwithstanding anything to the contrary contained herein , the Department may reject an application without being liable in any manner whatsoever to the applicant if it determines that the applicant has , directly or indirectly or through an agent , engaged in corrupt practice in the bidding process.
- ii) Without prejudice to the rights of the department under clause I, herein above, if an applicant is found by the Department to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice , coercive practice, undesirable practice or restrictive practice during the bidding process, such applicant shall not be eligible to participate in any tender issued by the Department during the period such applicant is found by the Department to have directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice , coercive practice, undesirable practice or restrictive practice as the case may.

iii) For the purpose of this clause 1, the following terms shall have the meaning hereinafter respectively assigned to them.

a) “Corrupt practice” means (i) the offering, giving, receiving or soliciting , directly or indirectly , of anything of value to influence the actions of any person connected with the Bidding process or (ii) save and except as permitted, engaging in any manner whatsoever, whether during the bidding process or after the issue of the LOA or after the execution of the Agreement , as the case may be any person in respect of any matter concerning the project.

b) “Fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts in order to influence the Bidding Process;

c) “coercive practice” means impairing or harming or threatening to impair of harm , directly or indirectly any person or property to influence to any person's participation or action in the Bidding process;

d) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the bidding process ; or (ii) having a conflict of interest; and

e) “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicant with the objective of restricting or manipulating a full and fair competition in the bidding process;

D. Legal

1. The service provider shall be responsible for compliance of all applicable statutory law/ provisions including minimum wages Act, provident fund Act, Employees State insurance Act , Payment of wages Act, Shop and Establishment Act etc. in respect of the persons deployed by it in this Department.
2. The service provider shall also be liable for depositing all taxes , levies ,cess etc. on account of service rendered by it to the Department to concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
3. The service provider shall maintain all statutory registers under the applicable laws. The agency shall produce the same , on demand, to the concerned authority of this department or any other authority under law.
4. The agency shall be responsible for payment of wages to each worker employed by him as contract labour and such wages shall be paid on or before 7th of every month. Further, it is ensure that the service provider should complete the process of payment of wages to the personnel before submitting the bills to ESIC for payment.

5. It is obligatory on the contractor to ensure that wages paid should not be less than the minimum wages fixed by the Central Govt/ State Govt whichever is available, from time to time and all statutory requirements such as Provident Fund , Employees State insurance and Bonus etc. must be incorporated in salary.
6. That the personnel deployed shall not be below the age of 18 years and they shall not interfere with the duties of the employees of this department.
7. The service provider shall not assign , transfer, pledge or subcontract the performance or services without the prior written consent of the Department.
8. In case ,the tendering agency fails to comply with any statutory / taxation liability under appropriate law and as a result thereof the Department is put to any loss / obligations monetary or otherwise , the department will be entitled to get itself reimbursed out of the outstanding bills or the performance security deposit of the Agency , or the extend of the loss or obligation in monetary terms.
9. The service provider's personnel shall not claim any benefit/ compensation/ regularization or services from this Department under the provision of Industrial Dispute Act , 1947 or Contract Labour (Regulation and Abolition) Act, 1970. Undertaking from the persons to this effect shall be required to be submitted by the service provider to this Department.
10. In case of breach of any terms & conditions stipulated in the contract , the performance security deposit of the Agency will be liable to be forfeited by this Department besides annulment of the contract.
11. For all intents and purposes, the service providing Agency shall be the “ Employer” within the meaning of different Labour Legislations in respect of Attendants so employed and deployed in this Department. **The persons deployed by the Agency in this Department shall not have claims of any Master and Servant relationship nor have any principal and agent relationship with or against ESIC.**
12. The agreement can be terminated by either party giving one month's notice in advance. If the agency fails to give one months notice in writing for termination of the agreements then one months wages etc. and any suitable amount due to the agency from this Department shall be forfeited by this Department.
13. All disputes or difference whatsoever arising between the parties out of or relating to means, operation of this contract or the breach thereof shall be settled by Arbitration in terms of “ The Arbitration and Conciliation Act, 1996” with all statutory modifications and award made in pursuance thereof shall be binding on the parties.
14. The Courts at will have exclusive jurisdiction for any issue/dispute arising out of or in connection with this contract.

Important Note :

As this Hospital is a Govt. Institute covered under the scope of RTI Act it is expected that the contractor shall keep all the records properly indexed and maintained in a systematic manner so that copies can be extracted as and when required.

Annexure-I

(To be submitted in First Envelop)

DECLARATION

I,..... Son/Daughter/wife of
Shri..... Proprietor/Director , authorized signatory of the
Agency/ Firm, mentioned above , is competent to sign this declaration and execute the
tender document;

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

Date:

Full Name:

Place:

Seal:

ANNEXURE-II

(To be submitted in First Envelop)

PROFILE OF THE CONTRACTOR / TENDERER

Sl.No.	Particulars	To be filled in by the Tenderer
1	Name of the Agency	
2	Date of establishment of the Agency	
3	Detailed office address of the Agency with office telephone number ,Fax number and mobile number and the name of the contact person(s) and email.	
4	Whether registered with all concerned Govt. authorities (PF/ESI etc.) (Copies of all certificate of registration to be enclosed.)	
5	PAN/TAN Number (Copy to be enclosed)	
6	Service Tax Registration Number (copy to be enclosed)	
7	Labour License (copy to be enclosed)	
8	Whether the firm is blacklisted by any Govt. Department or any criminal case is registered against the firm or its owner/ partner anywhere in India. Please attached an Affidavit stating that the agency is / has not been black listed by Centre / State Govt./ PSU etc.	
9	Length of experience in the field	
10	Client list as per Annexure- III	
11	Whether agency profile is attached?	

**Signature of the Authorized signatory
of the Tenderer with seal of the Firm.**

ANNEXURE 'III'
(To be submitted in first Envelop)

Details of the existing contracts

Sl.No.	Name and Address of the organization Name, Designation and Telephone/Fax No. of the officer concerned	In Government /Private Sector	Details regarding the contract including manpower deployed	Value of Contract (Rs.)	Duration of the contract	
					From	To

Signature of owner/ Managing Partner/ Director

Date :
Place:

Name :
Seal:

ANNEXURE- IV

(To be submitted in second Envelop)

PROFORMA FOR FINANCIAL BID

No.....

Dated.....

To,

The Medical Superintendent
ESI Medical College Hospital
Parippally.

Sub : Quotations for award of contract for outsourcing Manpower Services.

Sir,

With reference to your letter No. -Admin.I
dated on the subject mentioned above , I/We quote the rate, including the
service charge for above mentioned work as under:

S l. No.	Compon ent of Rate(per head)	Staff Nurse	Labor atory Assis tant	Operati on Theatre Assista nt	Phar macis t	Nursing Orderly	Radiograp her	Jr. Radiograp her	OT Technician
1	Monthly rate per person								
2	Administ rative/Ser vice charges to be quoted in percentag e of 1 above								

Signature of the Authorized signatory
of the Tenderer with seal of the Firm.

Note:

- a) The wage structure should be in conformity with the latest Minimum wages notified by the Central Labour Commission in Kerala or State Labour Department , Kerala.
- b) Wages quoted should not be less than the minimum wages prescribed.
- c) Other charges,bonus etc.,as applicable.
- d) Statutory liabilities as per applicable rates.

Check List of Documents Submitted:

[illegible]

