

EXPRESSION OF INTEREST FOR SELECTION OF AGENCY FOR PROVIDING MANPOWER NON-TECHNICAL ON JOB OUTSOURCING BASIS

Superintendent, Jawaharlal Nehru Medical College and Hospital, Bhagalpur, invites tenders in sealed cover under two-bid system from reputed, experienced registered organizations/ agencies for providing manpower non-technical on job outsourcing basis. The manpower will be of worker/ ward attended/ sweeper in nature.

The interested agencies are required to submit the technical bid and financial bid separately. The bids in sealed cover-i containing "Technical Bid for manpower Services" and sealed Cover-ii containing "Financial Bid for Manpower Services" should be placed in a third sealed cover super scribed "**Tender for Manpower Services Jawaharlal Nehru Medical College and Hospital, Bhagalpur**" and should reach at the office of the Superintendent, Jawaharlal Nehru Medical College and Hospital, Bhagalpur, on or before 15th days of first Publication in the Newspaper up to 05:00 P.M. The Technical bid will be opened on the next working day of the last day of receiving of the tender at 12:00 P.M in the Chamber of the **Superintendent, JLN MCH Bhagalpur**. In the event of any of the above mentioned dates being declared as holiday/ closed day, the tenders will be opened on the next working day at the appointed time. On each envelope give your name and complete address with mobile No. and e-mail ID.

The tender document containing eligibility criteria's, terms & conditions etc. can be downloaded from the website-www.jlnmchbhagalpur.org or from the office on any working day in between working hrs. by paying tender fee Rs. 1000/- (Rs. One thousand only) in the form of demand draft in favor of Superintendent, Jawaharlal Nehru Medical College and Hospital, Bhagalpur payable at Bhagalpur. Those who have downloaded the tender document will enclose the demand draft along with technical bid and those who have purchased it from the office by paying the fee in the form of demand draft shall attach the photocopy of the draft. Tender submitted without cost of tender fee will be summarily rejected. Bidder of their representative with valid authorization may be present at the time of opening of tender.

Any future clarification and or corrigendum(s) shall be communicated through the website-www.jlnmchbhagalpur.org /Office of the Superintendent, JLN MCH, Bhagalpur.

***Superintendent
Jawaharlal Nehru Medical College
& Hospital, Bhagalpur***

Eligibility Criteria:-

- A. The tenderer should have minimum three yrs. of experience of providing manpower services to state govt./ central govt. hospitals/private reputed hospitals and at least one year experience for providing Non- technical manpower to hospitals.
- B. Agencies which have been blacklisted/ debarred by central Govt. / Any State Govt. / Semi Govt. organizations are barred from participating in this tender. Their bids will not be considered.
- C. The agency should have annual turnover of Rupee one crores for the last three financial years.
- D. Conditional bids shall not be considered and will be out-rightly rejected.
- E. Required licenses possessed by the bidder should be valid at least for twelve months from the date of opening of tender.
- F. The bidder should have its office in Bihar preferably at Patna/Bhagalpur, if not so he should open within a month after award of contract.
- G. There should be no case pending with the police/court of law against the proprietor/Firm/Partner or the Company.
- H. The bidder should have the following registrations:-
 - I. PF Registration
 - II. ESI Registration
 - III. GST Registration
 - IV. Labour license issued by the labour department, Govt. of Bihar or should give undertaking that the bidder would obtain it within forty five days of the award of work order failing which the agreement shall automatically be terminated and EMD will be forfeited.

All the tender document whether technical or financial as well every document which are being attached with tender document, must be self- attested by the tenderer or authorized signatory in all pages with official seal and must be serially numbered.

TECHNICAL BID

Items			To be filled by the tenderer		
1. Name & address of the tenderer organization/agency with complete address for correspondence, phone no.,mobile no. and e-mail Id.					
2. Demand draft of Rs.-1000/-(Rs. One thousand) only drawn in favour of superintendent, JLNMCH, Bhagalpur,i.e the tender fee, attach photocopy of D.D if tender document taken from the office.					
3. Demand draft of Rs.100000/-(Rs. One lac) only drawn in favour of superintendent, JLNMCH, Bhagalpur,payable at Bhagalpur as EMD.					
4. Experience in the work of providing Man power services.					
Name of organization with complete address and telephone/ mobile no. to whom services provided.	In Govt./ Private Sector	Period		Details regarding the Contract including man power deployed and nature Of job of deployed power.	Reason for Termination whether completed or continuing
		From	To		
5. PAN / TAN Number (Please attach copy)					
6. Trade license No. (Please attach copy)					
7. GST Registration No. (Please attach copy)					
8. Copy of EPF Registration No.					
9. Copy of ESIC Registration No.					
10. Labor license if do have please give details and attach copy of the same. If not so, undertaking that it will procure and produce the same within 45 days after work order.					
11. Undertaking of the agency confirming the availability of adequate manpower of requisite qualification and experience for deployment in JLNMCH, Bhagalpur.					
12. Affidavit sworn after the date of Notice inviting tender (NIT) in question that no case is pending in court of law against the proprietor/firm/partner of the company.					
13. Power of attorney/ authorization for signing the bid documents.					
14. Last three yrs. IT Return photocopies.					
15. Last three financial yrs. i.e. 2017-18, 2018-19 and 2019-20 Audit report from duly qualified chartered accountant Report showing details (balance sheet, receipt & payment, profit & loss, income & expenditure sheet) of their annual turnover should be submitted.					
16. Performance certificate if any from the organization for					

DECLARATION

1. I.....Son/Daughter/Wife of
shri..... Proprietor/Director/authorized signatory of Agency mentioned
above is 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 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.

Date.....

Signature of authorized person

Place.....

Full name:-.....

(seal)

Description of job, qualification, required no. of posts and scope of work.

Sl. NO	Description	Qualification	Scope of work	Tentative Required No. of man power
1.	Hospital attendant / fourth grade staff	Matriculation from recognized board. Hospital Preference will be given to those having Computer & Technical	Responsible for caring patients in ward, helping in outdoor, emergency, diagnostic centers, sterilization room, nursing staff / Labour Room/ Operation Theatre/ Paying Ward/ ICU, collecting samples and handing them over to specific test centers, role of may I help you, dusting room ensuring cleanliness of ward / room, bearing stretcher, wheel chair, and any work assigned by the authority.	Total- 89 (Male- 69+Female-20)

Financial Bid

1. Bids offering rates which are lower than the minimum wages for the pertinent category would be rejected.
2. The quoted rates shall not be less than lump sum payment/minimum wages of Govt. of Bihar as mentioned against each manpower category and shall include all statutory obligations like ESI, EPF etc. administrative service charges should be quoted in percentage as well as in amount. The service charges payable to the agency in providing the requisite man power will be claimed percentage of the total monthly wages payable to the man power. In this regard, total monthly wages will be on the basis of actual deployment of man power during the month.

Annexure-II

PROFORMA FOR FINANCIAL BID

To,

The superintendent,
Jawaharlal Nehru Medical College and Hospital, Bhagalpur,

Sir,

I have read all the conditions mentioned in the tender form regarding provision of man power in Jawaharlal Nehru Medical College and Hospital, Bhagalpur,. I agree to all terms and condition. Following are the rates quoted by me of the men power categorically.

Sl. No.	Man Power	Monthly rate per person including wages ESI, EPF, Other statutory benefit & service charges.	
1	Hospital attendant/ ward (male & female) attendant	a. Monthly Rate	
		b. ESI	
		c. E.P.F	
		d. Service Charge	
		e. Total	
		f. GST . 18 %	
		g. Grand Total	

The all inclusive lump sum amount need to be accompanied by statement indicating “A break-up of rates claimed”. No other charges in addition will be payable on any account over and above the rates quoted. Any error/omission in respect of minimum wages/statutory liabilities or ambiguity such as “taxes as applicable/taxes as per govt. rules etc.” will render the tender liable to be rejected irrespective of grading made based upon lump-sum quoted rates. No revision of rates shall be entertained during the period of contract except when there would be any statutory revision of rates duly notified from time to time by the competent authority.

(Signature of the Authorized signatory of the
Tenderer with seal of the sign.)

Important note:- As this hospital is a Govt. institution covered under the scope of RTI Act. It is expected that the agency shall keep all the records properly indexed and maintained in a systemic manner so that copies can be extracted as and when required.

Note:-

1. The wage structure should be in conformity with the latest minimum wages notified by state. (Copy of minimum Wages/DA applicable to each post to be attached).
2. Wages quoted should not be less than the minimum wages prescribed.
3. Statutory liabilities as applicable.
4. Other charges as applicable.
5. The rate per person may vary with change in minimum wage rate/VDA but service charges will not change.
6. The security deposit and or EMD will be forfeited if the supply of man power is delayed beyond the period stipulated.

LEGAL:-

- i. Service provider shall be responsible for compliance of all applicable statutory law/provisions including minimum wages act., EPF, shop & establishment act. etc. in respect of the persons deployed by it in JLN MCH Bhagalpur.
- ii. Service provider shall be liable for deposition of all taxes, levies etc. as per extent rules and regulations on the matter.
- iii. Service provider shall maintain all statutory registers under applicable laws and shall produce the same on demand to the concerned authority of this institution or any other authority under law.
- iv. The agency shall be responsible for the payment of wages to each worker employed by him by the first week of month. Whether the agency has got their payment in time or not.
- v. That the personnel deployed must be above 18 yrs. age.
- vi. The service provider shall not assign, transfer, pledge or subcontract the services without the prior written consent of the authority.
- vii. The service providers personnel shall not claim any benefit/ compensation/regularization of services from JLN MCH Hospital. Undertaking from the person to this effect shall be required to be submitted by the service provider to this institution.
- viii. In case of breach of any terms and conditions stipulated in contract, the security deposit will be liable to be forfeited besides annulment of contract.
- ix. For the 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 JLN MCH, Hospital. The persons deployed by the agency in JLN MCH Hospital shall not have claims of any master and servant relationship nor have any principal and agent relationship with or against JLN MCH Hospital.

Amendment of Bid document:-

At any time prior to the bid due date, Superintendent JLNCH 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. This amendment will be notified in writing by fax or e-mail ID provided by the bidder, or on the official website of this institution www.jlnmchbhalpur.org who have received the bidding document and will be binding on them.

Refund of security deposit:-

If the service provider(Agency) duly performs and completes all obligations under the contract in satisfactory manner, in all respects, the performance security shall be returned to the Agency within 30 to 60 days of the date of completion of all such obligation under the contract without any interest.

AFFIDAVIT**(On Non-judicial stamp paper of Rs. 1000/-)**

I.....Son/Daughter/Wife of shri..... resident of (complete address) Proprietor/Director/authorized signatory of the agency/firm(M/S.....), do hereby solemnly affirm and declare as follows:-

1. I am authorized signatory of the agency/firm is competent to sign this affidavit and execute this tender document.
2. I have carefully read and understood whole tender document including all the terms and conditions of 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.
4. I/we further undertake that no case/enquiry/investigation is pending with the police/court/vigilance or any government body against the proprietor/partner /Director or the company (Agency).
5. I/we further undertake that none of the proprietor/partner /Director or the Agency was or is proprietor or partner or Director of the Agency with whom the Government have banned/suspended/blacklisted business dealings. I/ we further undertake to report the authority immediately after we are informed but in any case not later than 15 days, if any agency in which proprietor/partners/Directors are proprietor or partner or Director of such a agency which is banned/suspended in future during the currency of the contract with you.
6. I/we further undertake that our firm/company is fulfilling all the terms and conditions/eligibility criteria obvious/ explicit or implied/implicit recorded anywhere in the tender document. If at any time including the currency of the contract, any discrepancy is found relating to our eligibility or process of award of contract criteria, this may lead to termination of contract end/or any other action deemed for by the institute.

Date: -

(signature of the bidder)

Place: -

Name:-

Seal of the agency

Designation:-

Address-

I/ we do hereby solemnly declare and affirm that the above declaration is true and correct to the best of my knowledge and belief. No part of it is false and nothing has been concealed there in.

Deponent

Annexure-IV

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

DRAFT AGREEMENT FORMAT

This agreement is made at JLN MCH, Bhagalpur on the _____ day of _____ Two thousand sixteen between Superintendent Jawaharlal Nehru Medical College and Hospital, Bhagalpur (hereinafter called 'Client') of the First Part.

Second Part

M/s _____, having its registered office at _____

(hereinafter called the **Agency**) of the **Second Part** .

WHEREAS the 'Client' is desirous to engage the 'Agency' for providing Manpower to Jawaharlal Nehru Medical College and Hospital, Bhagalpur 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 JLN MCH Hospital, Bhagalpur. 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 JLN MCH Hospital, Bhagalpur 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. The contract can be terminated by giving one month notice on either side. 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 to 10% of the contract value in the form of Fixed Deposit Receipt or Bank Guarantee shall be furnished by the Agency at the time of signing of the Agreement.
7. The Agency shall be fully responsible for timely monthly payment of wages and any other dues to the
8. The personnel provided by the Agency will not claim to become the employees of JLN MCH, Bhagalpur and there will be no Employee and Employer relationship between the personnel engaged by the Agency & JLN MCH Hospital, Bhagalpur.
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 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 Bhagalpur.

14. THIS AGREEMENT will take effect from _____ day of _____ Two thousand sixteen and shall be valid for one year.

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 Bhagalpur, in the presence of the witness

For and on behalf of the 'Agency'

For and on behalf of the 'JLNMCH, Bhagalpur

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 of the 'JLNMCH, Bhagalpur

_____ on

presence of behalf of the 'Agency' in presence of

Witness _____

Witness _____

Name _____

Name _____

Address _____

Address _____

General Terms & Conditions:-

1. The initial period of contract shall be for twelve month (12 months) that may be extended by two years, one year at a time depending on performance of the agency and satisfaction at the discretion of superintendent, Jawaharlal Nehru Medical College and Hospital Bhagalpur. However if regular/contractual appointment is done this agreement will be cancelled.
2. All the entries in the tender form should be legible and filled clearly. If space is less then a separate sheet for information may be used and duly signed by the authorized signatory. No over writing or cutting is permitted in FINANCIAL BID FORM. In such case the tender shall be summarily rejected. The quoted amount must be written in figures and words. If there is any discrepancy between these two then amounts quoted less will be considered for evaluation. However cutting if any in TECHNICAL BID application must be signed by authorized signatory.
3. Financial bid of only those agencies will be opened who have qualified in technical bid.
4. EMD without interest shall be returned to the unsuccessful bidders after finalization of contract. Papers will not be returned.
5. As a guarantee towards due performance and compliance of contract work, the successful agency will deposit an amount equal to 10% of annual contract value towards security deposit by way of demand draft in favor of Superintendent, Jawaharlal Nehru Medical College and Hospital Bhagalpur drawn on any nationalized bank and payable at Bhagalpur Bank. Guarantee bond of a scheduled Bank in the prescribed format is also acceptable in this regard.
6. 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 agreement.
7. To assist in the analysis, evaluation and computation of the bids, the competent authority, may ask bidders individually for clarification and the response in writing but no change in the price or substance of the bid offered shall be permitted.
8. In case two or more agencies are found to have quoted same rates, the selection committee shall decide about the agency to which the offer shall be granted based on the report of the past performance of the firm and length of experience etc. such decision by the authority will be final.

If the contract awarded agency fails to perform satisfactorily/successfully, superintendent JLNMCCH, Hospital, Bhagalpur have power to select any of the willing agency (ies) found to have quoted the same rate.
9. The tenderer will be bound by the details furnished by it in the tender. 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 contract making it liable for legal action besides termination of contract.
10. 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 inquiries about the character and antecedents of the persons before their

engagement for the purpose. The agency should have police verification of the persons for deployment. Proof of identity, residence, recent photograph and certification to this effect should be submitted in the office of superintendent. The service provider will also ensure that the persons deployed are medically fit. The service provider will withdraw such employees on receipt of such a request from authority.

11. The agency shall produce persons for deployment before the selection board along with their document i.e. dates of birth, marital status, address, educational & professional qualifications, experience etc. for verification as well as evaluation of skill.
12. The agency shall depute a coordinator, out of the deployed personnel or whom it may found fit for the purpose, who would be responsible for immediate interaction with the authority so that optimal services without disruption could be availed.
13. No. of required persons may vary. It may decrease or increase. So, if requirement is less than deployed persons has to be removed or if requirement increases the agency shall provide the person for that particular job.
14. The persons engaged by the agency will be the employee of the agency and it shall be the duty of it to pay their salary/wages positively in first week of month. There is no master and servant relationship between the employee of agency and JLN MCH, Bhagalpur.
15. The engaged persons of service provider for JLN MCH, Bhagalpur will not claim any absorption.
16. 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 JLN MCH, Bhagalpur. The service provider shall be responsible for any act. of indiscipline on the part of the personnel deployed by him.
17. Transportation, food, medical and other statutory requirements is not the liability of JLN MCH, Bhagalpur. It is to be arranged by service provider.
18. The personnel engaged will have to do shift duty as per need. They may be required to sit and work late and can be called on holidays.
19. The service provider will provide the required no. of personnel for a short period also in case of exigencies as per the requirement of hospital.
20. 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 personnel reason.
21. The agency shall provide standard uniform with photo Identity cards to its personnel deployed at JLN MCH, Hospital, Bhagalpur at its own cost and ensure that these cards are maintained in good condition and their loss should immediately be reported.
22. The agency shall solely be responsible for compliance of various labor and industrial laws, such as wages, allowances, compensations, EPF, bonus, gratuity, ESI etc. related to the personnel deployed by it at JLN MCH or for any mishapening like accidents etc. caused to them and the institute shall not be liable to bear any expense in this regard. The agency shall make payment.
23. The service provider shall disburse the wages to its staff deployed in the institute by first week of every month through ECS or by cheque if his services were satisfactory and as per attendance.
24. The agency shall raise the bill in triplicate, will furnish the complete list of employees engaged together with ESIC Ins. No./provident fund subscribes number etc. in each month along with ESI/EPF/Service tax challan, attendance certificate duly verified by the user department/authorized officer. If reimbursement is delayed no interest will be payable to the agency. Payment will be done as per availability of allotment in particular head.

25. The contract can be terminated by either party by giving one month notice as a normal course or it would stand culminated by joining the regular staff/contractual staff against the vacant post as the case may be.
26. In case of any loss that might be caused to the JLNMCH, Hospital, Bhagalpur due to lapse on the part of the personnel discharging their responsibility will be borne by the agency and in this connection superintendent JLNMCH, Bhagalpur shall have the right to deduct appropriate amount from the bill or from security deposit. In case of frequent lapses on the part of the personnel deployed by the agency, superintendent shall within its right to terminate the contract forthwith or take any action without assigning any reason what so ever. Such penalties/termination shall be binding on the agency.
27. No advance payment shall be made to the agency. There would be no increase in rates payable to the agency during the contract period except reimbursement of the statutory wages revised by the government. Income tax as applicable or any other tax if so will be deducted from the bill unless exempted by the Income tax Deptt.
28. If the agency wishes to replace any personnel at its own the same will be done with prior concurrence of the authority.
29. The authority shall have the right to ask for removal/replacement of any manpower of the agency, so deployed who is not considered to be orderly in discharge of his/her duties.
30. The successful bidder will have to supply man power within 15 days from the date of award of contract as per the detailed terms and condition.
31. The successful bidder will have to sign agreement paper on Non-judicial stamp paper of Rs. 1000/-.
32. Age limit of the personnel should not be more than sixty yrs. and less than eighteen yrs.
33. The superintendent reserves the right to amend/add/delete/relax any condition of the tender document without any notice at any stage. He reserves the right of suspending/cancelling the whole tender process at any stage without assigning any cause.

***Superintendent
Jawaharlal Nehru Medical College
& Hospital, Bhagalpur***