



**OFFICE OF THE SUPERINTENDENT BHIMA BHOI
MEDICAL COLLEGE & HOSPITAL**

At/PO/Dist – Balangir, PIN – 767001 (Odisha)

E-mail: gmchospitalbalangir@gmail.com



Tender Ref.No. 9490 /Estt.(BBMC&H)/21.

Dt. 23.07.2021

**TENDER NOTICE (THROUGH GeM portal) FOR ENGAGEMENT OF
MANPOWER AGENCY FOR OUTSOURCING STAFF TO BHIMA BHOI
MEDICAL COLLEGE & HOSPITAL, BALANGIR-767001.**

E-tender (Though GeM) under two bid system for eligible Manpower Service providers for providing staff to BBMC&H, Balangir for the period of one year (extendable for further period of one year) is invited. Requirement / eligibility criteria/Terms and conditions of the contract have been clarified in the additional documents (Annexure-A,B,C,D and E). Tender document (including additional documents) is available online at GeM portal as well as on the website of <https://gmchbalangir.infocreatives.com> and www.dmetodisha.gov.in respectively www.balangir.nic.in.

Bidders are advised to read tender document (uploaded on website and on GeM portal) and check their eligibility before participating in the bid.

Estimated Value of Contract: **Rs.4,71,13,351/-**

(Four crore Seventy one Lakhs Thirteen Thousand Three Hundred Fifty one) only.

Last date of submission of Bid:- **21 days to the Date/Time when the Bid published in GeM**


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MANPOWER REQUIREMENT

Sl. No.	Cadre	Manpower required	Bid Estimated value @ 24months of contract	
1	Patient Attendant Multipurpose / Multi skilled	100	Rs.34666866	Consolidated remuneration calculated as per Labour commissioner Odisha, Latest Notifications
2	Oxygen Plant Operators	3	Rs.1188154	
3	DEO	10	Rs.3960516	
4	Lift operator	6	Rs.2376309	
5	Gardener	3	Rs.1040005	
6	ECG Technician	1	Rs.396051	
7	Dialysis Technician	1	Rs.396051	
8	Ambulance Driver	2	Rs.792103	
9	Ambulance Helper	2	Rs.693337	
10	Bus Driver	2	Rs.910622	
11	Bus Helper	2	Rs.693337	
TOTAL			Rs.4,71,13,351/-	

Note:

1. The manpower requirement is approximate and likely to change at the discretion of competent authority at the time of award of contract or at any stage during the contract period. The agency shall be bound to provide additional manpower or reduce/retrain the existing manpower at the direction of the college/Hospital.
2. The existing attendants/workers working at this institution shall take into consideration during engagement of manpower.


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3. Maximum standards / Benchmarks/ Qualifications/Age for the services sought is as per Govt. of Odisha Norms which shall be followed by the agency strictly.
4. The duties and responsibilities of the manpower deployed by the agency are similar to the job profile for above posts of BBMC&H, Balangir.
5. The agency will ensure the required representations of reserved category candidates as per Government norms and protocol.




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ELIGIBILITY CONDITIONS

1. The bidder must have regularly supplied manpower to any central/State Govt. organization/PSU/Public at listed company for least three years before the bid opening date copies of relevant contracts to be submitted along with bid in support of having supplied some quantity of manpower during each of the year.
2. The bidder must have an average annual turnover of **minimum 50% estimated Value Rs.2,35,56,678/-** of Contract from manpower supply services during the last three year (2018-2019, 2019-2020, 2020-2021).
3. The agency should have undertaken any one of the following works during the last three years (2018-2019, 2019-2020, 2020-2021) any from State Govt. Org./Central/PSU/ Public Listed Company.
 - a. One order for manpower supply not less than Rs.3,76,90,680/-(80% of the work value to be executed)
 - b. Two order of manpower supply not less than Rs.2,35,56,678/-(50% of the work value to be executed)
 - c. Three orders of manpower supply not less than Rs.1,88,45,340/-(40% of the work value to be executed)
4. The bidder should have minimum 5 years of experience in the field of manpower services in state Govt./ Govt of India. / Govt. under taking corporation/ Banks, experience in the field of Medical College will be given priority on the stipulated date of bid submission.
5. The bidder must not have been black listed either by the tender inviting authority or by any state Govt. or Govt. of India organization. The agency shall submit undertaking regarding the same on Non judicial stamp paper of Rs. 10/-.
6. The bidder must have labour Registration certificate of issued by Govt. of Odisha.
7. The bidder must have solvency certificate of rupees at least of one crore from revenue department Govt. of Odisha name of firm/owner.
8. The bidder must be registered under ISO 45001:2018.
9. Bidder should have a registered office/Branch office in the state of Odisha preferably Balangir district.

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10. Self-attested copies of the following documents must be uploaded for technical evaluation:

- a. Copy of demand draft for EMD or valid supporting document (Udyog Adhar Registration certificate of NSIC registration certificate) for the bidders seeking exemption of service category of MSE.
- b. Audit balance sheet, audited income and expenditure statement, Audited profit and loss account and income tax return of last three financial years i.e. ((2018-2019, 2019-2020, 2020-2021) (in support of Criteria at Sr. No.2)
- c. Copy of work order/experience certificate clearly depicting value of contract related to supply of manpower in support of project experience (as defined in Criteria at Sr. No.1 and Sr. No.3)
- d. Registration certificate of Firm/Agency/Organization as partnership/Proprietorship/Private Limited/ Limited company.
- e. Dedicated telephone number for service support on letterhead.
- f. Documentary proof supporting any office in Odisha / Balangir District.
- g. Copy of ESI Registration
- h. Copy of PF Registration
- i. Copy of GST Registration
- j. Copy of PAN Card.
- k. List of at least employees (at least 40% of total requirement in bid) on pay roll of bidder in the prescribed format duly signed by authorized signatory on letter head of the bidder.

Sr. No.	Name of employee	Designation	Adhar No.	EPF No. (if applicable)	ESI No. (if applicable)	Qualification


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INSTRUCTIONS TO THE BIDDERS

1. The e-tender are being invited for man power supply through GeM. All the instructions of GeM bidding is applicable. Tender must be submitted through GeM only. The bid received in physical mode shall not be considered at all.
2. The Bidder is expected to examine all instructions, eligibility criteria, forms General terms and conditions and special terms and conditions in the tender document. Failure to furnish complete information as required with reference to the tender document shall result in rejection of the bid.
3. Bidders are required to furnish Bid Security (also now as Earnest Money) of an amount of 3% of Estimated Value of Contract i.e. Rs. 14,13,401/- of work value in favour of "Superintendent BBMC&H, Balangir" payable at Balangir except Micro and small enterprises (MSEs) and defined in MSE procurement policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central purchase organization or the concerned Ministry or Department in the form of Draft, Banker's cheque or Bank Guarantee from any of the commercial banks. The bid security shall remain valid for a period of forty-five days beyond the final bid.
4. The potential Bidders require to deposit Rs.10,000/- (Rupees Ten Thousand) only towards the bid document and processing fees will be non-refundable. The cost of the tender document and processing fee must be deposited along with Bid documents by demand draft drawn in favour of Superintendent, Bhima Bhoi Medical College & Hospital, Balangir, payable at Balangir.
5. Bids received without EMD will not be considered and summarily rejected. The EMD of the unsuccessful bidder will be refunded in due course without accrual any interest.
6. Bid securities of the unsuccessful bidders should be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract.
7. Any attempt to negotiate directly or indirectly on the part of the bidder with authority competent to finally accept the Tender or influence the acceptance of the tender by any means will result his tender excluded from consideration.

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8. Conditional tender, illegible and ambiguous tender, partially filled tender, incomplete tender and tender without enclosing aforementioned documents will summarily be rejected.
9. The Hospital reserves the right to accept or reject any bid without assigning any reason at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for Hospital's action.
10. The bidder, at the bidder's own responsibility and risk, may visit at their own cost and examine the site required services and its surroundings and obtain all information that may be necessary for preparing the bid and entering into a contract for the services.
11. Clarification regarding any ambiguity in eligibility criteria may be sought through GeM portal only.
12. It requires that the institute as well as bidder observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy the BBMC&H, Balangir will reject a proposal for award, if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question. It will declare a firm ineligible either indefinitely or for a stated period of time for award of the Contract if, at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing a contract.

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TERMS AND CONDITIONS OF CONTRACT**1. COMMENCEMENT OF CONTRACT**

- 1.1 At the same time as the institute notifies the successful bidder, the institute will send the successful bidder the work order on the official E-mail Id of the bidder.
- 1.2 The successful bidder shall acknowledge the same and will revert with the letter of acceptance of the work order immediately.
- 1.3 The successful bidder shall arrange the performance security in accordance with the Clause 3 of the Terms and Conditions of Contract.
- 1.4 The successful bidder shall prepare a list of workers to be deployed with their details of Designation, complete qualification, Total experiences (if applicable), EPF (if applicable), Bank Account Number, Aadhar No., status of police Verification to be produced at the time of execution of contract.
- 1.5 Subject to fulfillment of condition at Sr. No.1.2 to 1.4 successful bidder shall execute the contract on non-judicial stamp paper of requisite Denomination within 21 days of issue of the work order for commencement of contract. Non fulfillment of the condition of executing a contract by the contractor would constitute sufficient ground for annulment of the award and forfeiture of Earnest money.
- 1.6 After execution of contract, the contractor shall provide bio-data of all persons engaged by it for working in the BBMC&H, Balangir premises before commencement of the contract. Antecedents of the manpower to be engaged, such as 3 passport size photographs, details of qualification along with proof, experience certificate, Aadhar card needs to be submitted before commencement of the contract. The agency shall be fully responsible for ensuring correctness of the documents submitted by the persons for engagement against various posts.
- 1.7 The agency shall submit undertakings obtained from each staff to be deployed that the employment is temporary in nature as per Annexure-E before commencement of the contract.
- 1.8 The successful bidder shall produce the certificate of license under contract Labour regulation and abolition Act, 1970, within a period of one month from the date of commencement of the contract.

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2. DURATION AND CESSATION OF CONTRACT

2.1 The contract will be for one year from the commencement of the contract subject to continuous satisfactory performance and on failure on this aspect by the contractor, the institute reserves the right to terminate the contract.

2.2 This initial period of one year may be extended for next one year on mutual consent with the existing rates and terms and conditions subject to satisfactory performance.

2.3 Prices quoted on GeM shall be fixed during the period of contract including any extended period and not subject to variation on any account except in cases of statutory payment (ESI, PF, GST etc.) which will be considered by the competent authority to the extent of actual, on submission of claim with documentary proof accompanied by the relevant Govt. Notification/Orders.

2.4 The Amount to be deducted towards the advance income tax shall be at the rate applicable.

2.5 The Hospital authority in the event of any increase decrease in the recruitment of manpower may direct the contractor accordingly and the contractor is bound to provide manpower as per the changed recruitment and he shall be paid proportionately for the changed requirement.

2.6 In case of breach of any term and condition of the contract the institute reserve the right to forfeit the performance security deposits apart from annulment of the contract in whole or in part at any time by giving one month notice.

3. PERFORMANCE SECURITY

3.1 The successful bidder shall furnish, a performance security for an amount of **Rs. 14 19 40/-** of successful bid amount in the form of Demand Draft from any scheduled Bank in favors of the "Superintendent, BBMC&H, Balangir" Payable at Balangir at any time of execution of contract.

3.2 Earnest Money is adjustable towards the performance security in case of successful bidder on the request of successful bidder.

3.3 No interest will be accrued and paid on the security deposits.

3.4 This amount will be refunded after satisfactory fulfillment of the contract period and all accounts thereafter are settled after six months from the date of last bill raised subject to adjustment of any claim of hospital, arising out of terms & conditions pertaining to the lender.

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4. STATUTORY COMPLIANCE

4.1 The contractor shall furnish copies of periodical returns as and when they are submitted or due to the various Governments Departments.

4.2 The contractor shall be responsible for the registration under the contract labor (Regulation and Abolition) Act, 1970 in respect of employees/workers engaged by them.

4.3 Contractor shall make compliance to the provisions of all Labour Laws applicable. The contractor at all times must indemnify ESIC against all claims, damages or compensation under all statutory laws and rules prevailing time to time which intra-alia, include the provisions of contract labor (Regulation and Abolition) Act 1970 Payment wages Act, Employee provident fund and miscellaneous and other law relating thereto and made hereunder from time to time. The BBMC&H, Balangir administration will not own any responsibility in this regard.

5. RESTRICTIONS REGARDING PERSONNEL DEPLOYED:

5.1 The man power supplied would be engaged at BBMC&H, Balangir.

5.2 The manpower should endeavor to deploy suitable and eligible candidates by following a transparent procedure such as online method, proper publicity through agency's website/newspaper etc. without mentioning the name of institute or any official/officer of institute. Such undertaking that he/she has not secured the employment through corrupt practices should be obtained from all the outsourced staff.

5.3 the service provider shall ensure to get the police verification for all the manpower deployed by them and the contractor should ensure that the manpower deputed should bear good moral character. The contractor shall engage only such workers, whose antecedents have been thoroughly verified, including character and police verification and other formalities.

5.4 The contractor shall provide man power strictly as per the eligibility criteria and guidelines of Hospital administration.

5.5 outsourced employees shall be registered under AEBAS installed by the agency; employees shall be paid the wages strictly as per biometric attendance marked by them.

5.6 Outsourced staff may have perform rotational duties in shifts for round the clock duty on all days including Sunday and Holidays as per direction of competent authority of the Hospital. The timing of single shift duties will be specified by the Hospital Authority.


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5.7 The agency shall appoint supervisors for monitoring outsourced staff provided by agency round the clock with no additional cost.

5.8 All the grievances and payment related issues of the outsourced staff shall be addressed by the agency through its supervisor only. No grievance shall be addressed to any of the officer of the institute. If the grievance of outsourced staff needs intervention of the institute authority, it shall not be entertained expect forwarded by the agency with its comment.

5.9 There shall be a contract for service instead of contract of service for all practical purposes. The contractor shall made clear to staff to be deployed and get an undertaking on prescribed Performa (**ANNEXURE-E**) that he/she shall not have any claim for any benefit or compensation or absorption or regularization of deployment for permanent service in the Hospital/institute /offices under the provisions of any rules and act. This engagement as outsourced staff is a stop-gap temporary arrangement and no representation on behalf of employee shall be entertained by the institute's Authority in any case.

5.10 The service provider should ensure that persons to be deployed at not alcoholic, drug addict and not indulge in any activity prejudicial to the interest of the institute and Hospital. The contractor shall be fully responsible for the conduct of his staff such person will have to be replace by the contractor at his own costs, risk and responsibilities immediately, with written intimation to Hospital authority.

5.11 The person deployed by the contractor should be properly trained, have requisite experience and skills for carrying out the work assigned to him/her. The institute shall have the right to ask for the removal/replacement of any manpower of the agency, so deployed, who is not considered to be orderly in discharge of his/her duties.

5.12 The staff will wear proper uniform with their identity properly displayed which shall be provided by Agency at its own cost

5.13 Any personnel engaged by the agency, if found indulging in illegal activities is liable to be handed over to the police and or any punitive action deemed fit will be taken against the agency and the person concerned.

5.14 The contractor/agency will not allow or permit his/their employees to participate in any trade union activities or agitation in the premises of the hospital, in case of any legal implications arising due to contract, Agency will be solely responsible and shall bear all the expenses to settle up the dispute.

5.15 The contractor will be responsible for such conduct of the person engaged which will be conducive for maintaining the harmonious atmosphere and will be responsible for any undesired act and omissions of such persons. If any person is found to be in disciplined or not performing duties properly in the opinion of the


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authority, he/she is liable to be removed and replaced by suitable person immediately.

5.16 The Agency will be required to ensure that the deputed personnel come in the uniform and protective covers as prescribed by the institute for the outsourced employees. Washing and maintenance of these uniform and protective covers will not be borne by the institute.

5.17 Training behavior aspect and ethics must be done regularly; way of working should be communicated to all contract staff. Training report of the same must be submitted once in a month.

5.18 The Contractor or its representatives shall meet Hospital authority regularly to take feedback regarding the manpower services. The contractor may also maintain a suggestion book for comments on the services rendered by it.

5.19 The duties and responsibilities of the manpower deployed by the agency are as per the job profile for regular posts of Hospital.

6. WORKMAN SAFETY:

6.1 The contractor shall deploy only such adult workers who are physically and mentally fit and general medical certificate to that effect should be enclosed with the bio-data of the workers at the time of commencement of contract and deployment of the persons.

6.2 The service provider shall ensure the Health and Safety measures of the employees and it shall along be fully responsible for wellbeing, safety, security and insurance of their personnel.

6.3 The institute shall not be liable for any damage and /or compensation payable to any worker of contractor or to contractor in case of any fatal injury/death caused to or by any man power while performing /discharging their duties or otherwise. The contractor shall indemnify BBMC&H, Balangir for all such damages, compensation and expenses whatsoever in respect thereof or in relation thereto.

7. PAYMENT PROCEDURE:

7.1 Bases on the biometric attendance fetched form AEBAS to be installed by the contractor and verified by the authorized official of the institute, agency shall disburse the monthly salary directly into bank account of its employees by 7th of next month and this payment should not linked to the payment of the bills by BBMC&H, Balangir.

7.2 Upon payment of the salary/wages, the agency will have to submit the bill in duplicate complete in all respect. Endeavors shall be made for the payment to the

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agency within fifteen days from the date of submission of the bill completed in all respect subject to availability of the funds.

7.3 while submitting the bill for the month, the service provider must enclose the following documents:-

- a) Details of payment of wages credited to their Bank Account of workers along with details of deduction and payment in respect of ESI/EPF along with attendance verified by authorized person of the institute.
- b) Proof of payment of ESIC contribution employee wise along with challan.
- c) Proof of payment of EPF contribution employee wise along with challan.
- d) Details of GST payment of the last month / cycle along with challan.
- e) A certificate that he is complying with all the applicable statutory Labour Laws.
- f) Computerized printout of Biometric Attendance sheet duly verified by authorized person of Hospital administration in respect of the persons deployed for the billing month, along with salary sheet for the billing month.

7.4 The agency is also required to issue pay slips to all employee every month.

7.5 All the payment to the workers to be made by the agency through bank transactions only cash payment shall be treated at per with non-payment of wages.

7.6 The contractor shall maintain such other records as per scope of work or prescribed by BBMC&H, Balangir from time to time.

8. LIQUIDATED DAMAGES OR PENALTY FOR LACK OF PERFORMANCE.

8.1 Intentional and consistent delay in payment of salary/wages which not be tolerated by administration and penalty of Rs.2,500/- may be levied per day for delay in payment of salary wages to engaged employees at the discretion of the competent authority. Said penalty, if imposed shall be deducted from the total bill.

8.2 The contractor shall ensure the payment of wages as per the institute's instructions. If it is established that contractor is exploiting its employees by disbursing the wages less than the prescribed, the contract shall be terminated apart from legal action as deemed fit.

8.3 If it is found that in spite of imposition of penalty, agency is continuing the contravention of payment wages Act and Contract Labour (Regulation and Prohibition) Act deliberately, contract shall be terminated.

8.4 For that staffs as defined by competent authority at the time of execution of contract which are required to be in position 24x7, if the attendance fails short of

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contract minimum number of person, a penalty of Rs.500/- per person per day shall be deducted from the monthly bills submitted by the agency. The amount so deducted shall be final and no claim whatsoever will be entertained in order to ensure that there is no compromise in the delivery of essential medical services to the patients.

8.5 If any outsourced staff is not found in proper uniform and or not displaying photo identity card, a penalty of Rs. 300/- per instance shall be deducted from contractor's bill.

8.6 if any outsourced staff is found indulging in smoking/drinking at the time of duty, a penalty of Rs.300/- per instance shall be deducted from contractor's bill part from administrative action as deemed fit by authorities.

8.7 If any outsourced staff is found sleeping during duty hours a penalty of Rs.300/- per instance shall be deducted from contractor's bill.

8.8 If any outsourced staff is found absent from the place of duty, a penalty of Rs.500/- per instance may be deducted from contractor's bill apart from termination of staff.

8.9 If the behavior of any outsourced staff is found harsh/rude and non-cooperative towards patients/attendants/staff a penalty of Rs.300/- per instance shall be deducted from contractor's bill.

8.10 If any outsourced staff is found performing the duty by concealing any fact(a penalty of Rs.500/- per instance shall be deducted from contract's bill apart of removal of staff and legal action deemed fit against the contractor and it employee.

8.11 Employment of child labour will lead to the termination of contract.

8.12 If agency fails to make payment to its workers through bank, contract is liable to be terminated.

8.13 The competent authority may decrease, waive off enhance the penalty prescribed in the clause depending on the past performance of the contractor and the decision of the competent authority shall be final with regard to imposition of penalty.

9. DISPUTE SETTLEMENT

9.1 In case of any dispute and differences of opinion arising out of this contract, both parties shall try to resolve the same amicably by mutual consultation duly recorded.

9.2 In the event of any dispute covering arising out of the clause/ clauses of agreement the same shall be resolved through negotiation. Alternatively the


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dispute may be referred to next higher authority for adjunction whose decision shall be binding on both parties.

9.3 In case either party is aggrieved on the decision of next higher authority. The jurisdiction of the court shall be at Balangir in the district of Balangir, Odisha neither party shall be competent to bring any case / suit in regard to the matters covered by this agreement before any court of Law outside Balangir.

10. RISK CLAUSE

10.1 Contractor and its staff shall take proper and reasonable precautions to prevent from any loss, destructions, waste or misuse the areas of reasonability given to them by Hospital administration and shall not knowingly lend to any person or company any of the effects or asserts to the BBMC&H, Balangir under its control.

10.2 In the event of loss/damage of equipment's etc. at the premises of BBMC&H, Balangir due to negligence/carelessness of contractor staff, the Contractor shall compensate the loss or same shall be recovered from the unpaid bills or will be adjusted from the performance security deposited by the agency to BBMC&H, Balangir apart from removal of the person concerned.

10.3 The contractor shall, in performing its part of this Agreement, ensure the safety of the building the persons working in or visiting the BBMC&H, Balangir premises and shall indemnify for any loss or damage cause by any act of the contractor or its employees of staff etc.

10.4 The agency shall not sublet or subcontract this service/work to any other party in any circumstances, before or after execution of contract. In such case, the contract will be terminated and PGM will be forfeited.

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UNDERTAKING

I _____ S/D/o _____

R/o _____ is willing to work in BBMC&H, Balangir through M/S. _____ in accordance with the instructions given to me from time to time. It has been made clear to me that I shall not claim for permanent post or regular post or absorption in service in the BBMC&H, Balangir. I am well aware that no representation in this behalf shall be entertained by the institute authority in any case and such engagement shall be strictly temporary and I shall abide by the terms and conditions mentioned in the agreement.

Signature: _____

Signature: _____

Designation: _____

Name: _____

Stamp: _____

Place: _____

Place: _____

Date: _____

Date: _____


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