

संघ प्रदेश दमण एवं दीव प्रशासन,
UNION TERRITORY ADMINISTRATION OF DAMAN & DIU,
रोगी कल्याण समिति / **ROGI KALYAN SAMITTI,**
सरकारी अस्पताल, दीव / **GOVT. HOSPITAL, DIU**
Tel. No. 02875 252480, Email ID: ghd-diu-dd@nic.in

No. GHD/RKS/OUT/1-23/2018-19/ 284

Date: 18/08/2018

TENDER NOTICE

Tender for Outsourcing Services to the Rogi Kalyan Samitti, Government Hospital, Diu.

The Chairman/Collector, Rogi Kalyan Samitti, Government Hospital, Diu invites sealed tender from the Authorized Agencies for providing following Outsourcing Services at the disposal of Rogi Kalyan Samitte, Govt. Hospital, Diu.


Sr. No	Particulars	Estimated cost approximately	EMD	Tender fees
1	Staff Nurses, Receptionist cum Computer Operator and Multi Task Staffs	₹. 09,52,000	₹.95,000	₹. 2,000/-

Last Date & Time for receipt of Bid : 31.08.2018, 14.00 Hrs.
Bid Opening Date : 31.08.2018, 15.00 Hrs.

Bidders have to submit price bid in sealed cover with all necessary documents till the last date and time for submission. Price Bid in Physical format shall not be accepted in any case.

Only tender fees, EMD and signed tender terms & condition form on each page to be submitted in original should be sent to the above mentioned address by R.P.A.D./Speed Post or to be deposited in the tender box kept in the office of the undersigned. However, Tender Inviting Authority shall not be responsible for any postal delay. Tender received in hard copy will not be accepted.

1. The EMD will be accepted only in form of FDR A/c Payee Demand Draft/Bankers Cheque or Bank Guarantee from any commercial banks in an acceptable form payable at Diu in favor of the undersigned and the EMD should be valid for the period of one year.
2. The EMD and tender fees should not be forwarded by cash. The Tender Inviting Authority reserves right to accept or reject any or all the tender to be received without assigning any reasons thereof.
3. Terms and condition of the Tender are attached herewith.


(डॉ. संजय वर्मा)
Senior Surgeon/HOO.,
Govt. Hospital, Diu
☎ (02875-252480)
E-mail :- ghd-diu-dd@nic.in

Copy to :-

- 1) The District Informatic Officer - NIC, Collectorate, Diu with a request to publish in Website.

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रोगी कल्याण समिति / ROGI KALYAN SAMITTI,
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No. GHD/RKS/OUT/1-23/2018-19/२४५

Date: 18/08/2018

TERMS AND CONDITIONS FOR OUTSOURCE SERVICE OF HOSPITAL STAFF

❖ Instructions to Bidders :

- 1 The Period of outsource is for a period of 07 months commence w.e.f. 01-09-2018 onwards from the date of commencement and will be renewed upon its work performance if found necessary as per the decision of the Chairman/Collector, Diu.
- 2 The rate should be quoted in the prescribed form given by the department.
- 3 The Service providers' person shall not claim any benefit/compensation / absorption/ regularization of service with office under the provision of Industrial Disputes Act, 1947 or Contact Labour (Regulation & Abolition) Act. 1970.
- 4 The decision of the Tender Inviting Officer for acceptance/rejection shall be final.
- 5 The successful bidder should furnish a Security Deposit equivalent to 10% of contract amount in form of FDR of Nationalized Bank of one year validity in favour of the Senior Surgeon, Govt. Hospital, Diu. This office will not pay any interest on the earnest money/security deposit against the contract in its custody. The tender received without EMD will be summarily rejected.
- 6 The Tenders shall be submitted in Tender Box and should superscribing on the envelope as "**Sealed Cover for Outsource service for RKS, Govt. Hospital, Diu**".
- 7 The right to accept or reject any tender partly or fully without assigning any reason thereof is reserved with the Chairman and his decision on all matters relating to acceptance or rejection of the tender in whole or in part will be final and binding to all.
- 8 No applications/clarifications shall be accepted from the tenderers once tenders are received by the Department.
- 9 The successful tenderer will have to pay within 10 days from the date of demand an amount equal to 10% of the total value of Order/EMD as a amount of security.

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- 10 Non receipt of security deposit within stipulated time will result in automatic cancellation of the order without any intimation.
- 11 The rate shall be valid and operative for one year and no enhancement shall be granted as the rate once approved during this period. Conditional tenders shall be summarily rejected.
- 12 Last Date & Time for receipt of Bid : 31.08.2018, 14.00 Hrs.
Bid Opening Date : 31.08.2018, 15.00 Hrs.

❖ **Conditions of Contract :**

1. The Successful Contractor shall have to obtain contract licence from Labour & Enforcement Officer, Armed Force for Security and submit the same to this department.
2. The contractor should have ISO Registration Certificate under the Head of Manpower Agency.
3. The contractor must have valid Employment Exchange Registration Certificate.
4. The tenderer shall have to upload supporting documents like valid Employment Exchange Registration Certificate, Service License from Labour/Home Department, last three years Income Tax Returns, list of work executed in various Govt. Semi-Govt. Organizations, Schools, Colleges, Universities, Municipalities, Corporates with proof, GST., Service Tax No., PAN / TAN Card No., ISO Registration Certificate etc.
5. The successful tenderer shall have to engage staff/employees required for the operation of the facility management/services in sufficient number required for this job with their complete identification and other relevant documents to the department.
6. The successful tenderer shall have to engage staff/employees covered under the valid Pradhanmantri Jivan Jyoti Yojana and Pradhanmantri Jivan Suraksha Yojana or any other relevant insurance policy for the period of one year.
7. In case of any physical accident with staff/employee of contractors/bidders during the Course of execution of the agreement/work and/or the damage done by the Contractor or his staff to the property of the Hospital and premises or any machineries the responsibilities will liable on the tenderer. The department shall not be responsible for any kind of accident with labors engaged for this job. The cost of damage of property/machineries shall be recovered from the contractor/agency.

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8. The service provider shall provide substitute well in advance if there is any probability of the person leaving the job or on leave due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the service provider/Tenderer.
9. The contractor at his own risk and cost shall have to grant benefit of leave plus pay emoluments to the labours as per the law in force. In case of any loss to the department authority due to the breach of any conditions of the labour license/act on the part of the contractors, such losses shall be recovered from the contractors as per rules/law.
10. The Senior Staff of Govt. Hospital, Diu including the Superior Authorities of the Administration of Daman and Diu shall oversee the operation of works carried out by the contractors and contractors is bound to obey all the instructions of the Superior Authorities.
11. In case of breach of any of the conditions of the contract by the contractor or if the work of the contractor is found unsatisfactory by the department then the contract may be terminated by the Departmental Authority. The Chairman/Collector, Diu shall be the authority for arbitration and the decision of the Chairman/Collector, Diu will be final and binding to all.
12. The employees/persons supplied by the Contractor/Agency should not have any adverse Police records or criminal cases against them. The agency should make adequate inquiries and certify about the character and antecedents of the persons whom they are recommending/employing. The Hospital Authorities may dismiss or remove any person or persons, employed by the service provider who may be incompetent for his/her/their work or any misconduct and service provider shall forthwith comply with such instructions/requirement.
13. All the persons engaged by the service provider should be healthy, physically fit and free from communicable or any kind of diseases.
14. The Service provider shall be responsible for the attendance of their staff in the department. In case of any person remains absent or granted leave by them, they will sent/arrange substitute otherwise twice of rate per person per day as accepted will be deducted from the bill of the agency.

15. The below mentioned posts should have the minimum education qualifications & the minimum salary to be given to each individual as mentioned below to undertake the work by the successful contractor during the course of the agreement for RKS., Govt. Hospital, Diu.

SI No	Particulars of manpower's	Educational qualification required	Minimum gross salary to be paid per month by e-payment in bank account of each Manpower
1.	Staff Nurse	Diploma in General Nursing Midwifery and registered with recognized nursing council and minimum one (1) year experience in ICU management.	₹. 20,000
2.	Receptionist –cum-Data Entry Operator	12 th Passed or equivalent and having completed computer course from any institute.	₹. 13,000
3.	Multi Task Staffs	Matriculations Passed or equivalent/ Proficiency in hospital line including sweeping services.	₹. 10,000

16. Rates quoted for 0% profit in tender will not be accepted.
17. The agency should quote their rates per month in respect of staff deputed in the hospital including wages and other statutory liabilities and benefits such as PF, EST etc. available to the employees under Labour/ Minimum wages Act and excluding all tax & Service charges by giving detailed breakup of the minimum salary, taxes and charges with deductions and contributions to be levied on the above employees/persons.

Note :-

No salary shall be reduce while quoting the rates, otherwise tender shall be summarily rejected.

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18. In case the successful tenderer stops the work/operation either partly or fully during the agreement period, the Departmental Authority reserves full right to get such works/s/operations executed through any other sources at the risk and cost of the defaulted contractor. The Security Deposit/EMD of the defaulted contractor shall be forfeited.
19. Any additional payment which has to be paid to execute the work under such circumstances for such works/operations, the said amount shall be recovered from the pending bills/deposit/any other works of the default contractors as per rules/law.
20. If the contractor is found to execute any offensive work/activities not covered in the contract agreement/conditions, instructions, the proportionate amount fixed by the Hospital Authority of such works shall be recovered as penalty from the running bill payable of the contractor.
21. The contractor shall have to take all the care during the course of works/operations so that the any articles/machinery/equipment of the Hospital are not damaged and shall also not create any hindrance to the hospital authorities.
22. The successful bidder shall get approved works schedule from the Hospital so as to avoid any dispute during the course of operation/services.
23. The successful tenderer has to start the works/operations as per the tenders terms & conditions and specification within 15 days on receipt of the work order or by executing an agreement.
24. Any dispute of civil or criminal nature shall be within the jurisdiction of the local Court of Diu District (U.T.).
25. The contractor shall have to offer unconditional bid/tender in the tender form itself. Any bid/tender with condition/s shall be summarily rejected.
26. If any change in the administrative procedure/rules from the Govt. Of India or by U.T. Administration of Daman and Diu or by the competent authorities time to time which is suitable to the Department for smooth operation of works shall also be binding to the contractor/s and for that the contractor shall have to give his willingness/undertaking in writing.
27. In case of any dispute in terms of interpretations of agreement/contract, the decision of the Chairman/Collector, Diu in such cases shall be final and will be binding to all.

28. The priority shall be given to the person(s)/organization(s) for this work/operation who are having experience of at least five years or more for such type of works of providing MTS and Computer Operators and at two years or more for providing Staff Nurses .
29. The successful tenderer shall have to take all care to avoid any accident during the course of work/operation for which all required precautions/steps are to be taken upon works site at the cost of the contractor himself. It shall be the duty of the contractor to handle such cases at his/her/their own cost and pay the damages/compensation payable if the Court or any other competent authorities may decide/ordered. The Department authority shall not be responsible for such cases/incidents or for payment of any damages/compensation which may occur on such incidents to anyone.
30. The contractors shall have to produce all required evidence in respect of individual proprietor, partnership deed in case of partnership/firm and copy of the Memorandum and Article of Association in case of registered company.
31. The works/operation assigned is a part of essential service of General/Public Health, hence the contractor shall not postpone or close/stop such works in any circumstances/on any pretext. If such day to day works is not found satisfactory, then the proportionate amount fixed by the Hospital Authority of loss in works shall be recovered as penalty from the running bill payable of the contractor shall be charged from the running bill as per the terms and conditions of contract.
32. If the contractor fails to execute the works then the proportionate amount fixed by the Hospital Authority of loss in works shall be recovered as penalty from the running bill payable of the contractor. The contractor shall have the opportunity to place his grievances if any regarding the penalty imposed within seven days before the President/Senior Surgeon, RKS., Govt. hospital, Diu who will hear the parties and his decision will be final and binding to all concerned.
33. The contractor shall have to undertake all works during all festivals like Holi, Makar Sankranti, Navratri, Ganesh Visharjen, Taji, Idd's, Chandani Padwa, Diwali, Christmas etc. even in disaster period also invariably failing which double penalty shall be charged from the contractors for not undertaking the work on such days. However the Contractor will be given an opportunity to be heard as per the procedure mentioned in above Clause.
34. The penalty shall not be charged in case the work is closed due to curfew, flood and flood like situation, cyclone, strike, riots and during any natural calamities, but the Contractor shall carry out all the work with extra time and staff if needed, during curfew, flood and flood like situation, cyclone, strike, riots and during any natural calamities or any emergencies.
35. The timing for the contractors for all the work/operation/service shall be as as decided by Hospital and they will have to perform shift duties. However in case of Health Mela, Medical camps, emergency and/or any sort of urgency this period can be extendable with the prior permission of the Department Authority.

36. The contractor shall have to strictly obey the provision of Minimum Wage Act Child Labour Act any other relevant Act/Rules. The responsibilities on violation of these acts shall be of the contractors. The Administration shall not be responsible for any litigation in this regard.
37. The contractor shall provide at his own risk and cost all required uniforms, Boots, gumboots hand gloves, raincoat etc. to the laborers engaged on management of sweeping work. The contractor shall have to get such uniforms approved in advance from the Hospital Authority. The contractor and his Supervisor will ensure that every employees will attend for duties in full uniforms.
38. At the time of changing the shift personnel's shall have to sign the register of handed over, taken over charge with detail entry therein.
39. The personnel's deployed by the agency found not obeying, dishonest, unhealthy, non co-operative in such cases the instructions of the Senior Surgeon, Govt. Hospital, Diu immediate replacement or transferred shall be binding to the agency and will do so without any pretext.
40. If any personnel's are found to be under the influence of alcohol or involving any other anti-social activities like gambling etc. during their duty period, they shall be terminated immediately in such matter decision taken by the Collector, Diu shall be final and binding to all.
41. The employees who were either dismissed or removed from the his services in this hospital cannot be appointed back by the agency for the above said work.
42. The agency shall have to provide identity cards to all employees containing photographs, residential address and mobile number of employee and agency.
43. The agency shall have to maintain all records like muster roll, bank payment e-statement sheet, PF Register, Service Tax Paid register, labour welfare fund deductions etc. and same shall have to be produced before the President/Senior Surgeon, Govt. Hospital, Diu as and when demanded.
44. The agency has to make payment regularly to all the working employees well in time at his own risk without waiting for release of any payment from this hospital due to any reasons. Non payment of salaries to employees in time will be liable for deemed fit action as per rules/law in force by the competent authorities or fine of Rs. 2000/- per person per day will be deducted from the bill of the agency.

45. The agency/contractor will have to submit following statement by 5th of every month failing which Rs. 2000/- per day will be deducted from the bill of the agency.

Sr.No.	Staff Name	Gross Salary	Deduction		Net Salary	Service Tax	Labour Welfare funds
			PF	INSURANCE			
1.	2.	3.	4.	5.	6.	7.	8.

46. If the employee found making any dharna, strike or any anti-social activities in or outside hospital premises for the non payment of salaries by the contractor, the deemed fit action will be imposed on the contractor/agency as per rules/law.
47. The President/Senior Surgeon, RKS., Govt. Hospital, Diu shall release bill of the agency every month as per the availability of funds on successful and satisfaction performance of the duties by the agency as well as by the personnel's deployed by the agency for the above said work.
48. The agency will be responsible for the payment of statutory liabilities such as PF and other charges etc. if any, in respect deputed in the department and will submit the deposit challans showing the individual figure of deposit for the previous month along with remuneration bill. The agency will have to observe all the rules and regulations pertaining to PF and Labour Laws as applicable.
49. Income Tax applicable, if any as per income tax rules shall be deducted from the monthly bill (Gross amount) of the agency. All Payment made by the Department shall be after deduction of tax at sources wherever applicable as per the provisions of income Tax Act.
50. The agency will be responsible for obtaining a licence/renewing the licence as the case may be, from the Licensing Authority under the Contract Labour (Regulation and Abolition) Act, 1970 and the department shall not be responsible for any damage/losses on this account.
51. In case the service provider discontinues the contract before the expiry of the period his security shall be forfeited.
52. The satisfaction duties performance certificate shall have to be obtained by the agency from the concerned authority/institution, failing which the agency shall not be entitled for the payment of such period. In such case, the Senior Surgeon, Diu shall not be responsible for any pending payment of personnel's provided by the agency for such period.

53. Tenderer are advised to inspect and examine the site/area/premises/campus of hospital for the above said work and satisfy themselves before submitting their tender and obtain all necessary information as to risks, contingencies, accommodation, sanitation facilities which may influence or affect their tender.
54. A tenderer shall deem to have full knowledge of the site/area/campus/buildings of the above said work whether he inspects it or no extra charges consequent on any misunderstanding or otherwise shall be allowed.
55. The contractor will ensure to appoint all the employees as per Recruitment Rules after concerning the undersigned. Appointment of employee by agency over ruling RRs. shall not be accepted unless and until relaxation from Collector, Diu be obtain in special case. Copy of the Recruitment rules of relevant posts may be obtained from the office of this hospital.
56. The contractor will appoint Supervisor from his profit who will supervise the daily work of all outsource employee appointed by them and for any complaint to whom hospital authority point out to improve the work.
57. No residential facilities shall be provided by the hospital to the agency. The staying/tentage arrangement shall have to be managed by the Agency itself at this own risk and cost for all the personnel's deployed for the purpose for the above said work.
58. The agency shall have to provide the services of healthy personnel's with sound physical condition in age around of 18 years. Their names, passport size photographs, nationality, address, identity cards, finger prints, police verification, Physical Fitness Certificate etc. have to be provided to the Senior Surgeon, Govt. Hospital, Diu for records.
59. The agency and staff should give full Co-operation of Police in case of inquiry regarding damage caused to the property of the institute.
60. The agency shall be responsible for the payment of salary/wages and deduction of PF and Insurance premium / bonus etc. as per the provision under the minimum wages Act. The department shall not be responsible for any type of payment to the staff.
61. Resignation of any employee will be with one month prior intimation to the undersigned and its replacement/appointment be made only by concerning the undersigned by submitting his/her complete biodata, identification and other relevant documents.

62. The responsibilities/onus shall rest on the service provider to give off/any leave during that period another substitute should be provided with prior intimation to the undersigned for smooth functioning of the hospital.
63. The payment will be made through e-payment and tenderer will be paid cheque separately towards GST/Service Tax and Labour Welfare Funds from the bill and PF/Insurance etc. shall have to paid by the contractor in employees accounts and will produce the copy of payment slip from bank etc. and also income tax regularly by providing cheque to the undersigned.
64. Increase in GST/Service Tax, PF, Insurance, Workmen Compensation etc. if any by the Govt. of India will be implemented on the agency/contractor during the course of contract period and will be borned by them from their profit.
65. The right to accept or reject the tender without assigning any reason thereof is reserved with the undersigned and Higher Authorities.

(डॉ.संजय वर्मा)
Senior Surgeon/HOO.,
Govt. Hospital, Diu
☎ (02875-252480)
E-mail :- ghd-diu-dd@nic.in

The above terms, conditions and specification are accepted by me.

Signature of Tenders

PART-1

ELIGIBILITY PARAMETERS.

Sr. No.	Particular	To be filled by the agency
1.	Name of the Organization/ firm applying for providing outsourcing services.	
2.	Postal Address	
3.	Telephone/ Fax/ mobile no. Of the Organization /firm.	
4.	Name of person to be contacted.	
5.	Status of the Organization/firm (Whether Private or Public Sector undertaking or Sole Proprietor or Partnership or co-operative or partnership or co-operative society etc.) The tender should attach a resolution passed by the Executive Body authorizing the specific officer/ partner for signing the document.	
6.	Tender fee(Non refundable) 1. Amount 2. DD/Bank Draft No. 3. Date 4. Issuing Bank 5.	
7.	1. Details o Amount 2. DD/Bank Draft No. 3. Date 4. Issuing Bank f EMD	
8.	Whether the tenders possessed the requisite experience, if yes, give details separate sheet be attached, if needed.	
9.	Particulars of Licence obtained from Labour& Employment Exchange office, Daman (attested copy of the document to be attached).	

PART- 2 (PRICE BID)

(As per Basic rate of wages under minimum wages act, 1948 of U.T. of Daman & Diu)

NO.	Particulars of manpower's	Manpower's		Total in No.	Minimum salary to be paid per month in hand each Manpower	Grand total for 07 months
		Present available	Addl. requirement			
1.	Staff Nurse	00	04	04	₹. 20,000	₹.05,60,000
2.	Receptionist –cum- Data Entry Operator	00	02	02	₹. 13,000	₹. 01,82,000
3.	M.T.S. (Multi Task Staff)	00	03	03	₹. 10,000	₹. 02,10,000
4.	Total of 1 to 3 Gross Amount					₹. 09,52,000
5.	EPF @ 13.36 % of Sr. 8 (PF)					
6.	Insurance/Worksmen Compensation/ESI if any					
7.	Net Amount					
8.	Service Tax/GST (By Cheque)					
9.	Labour Welfare Fund (By Cheque)					
10.	Other Liabilities					
11.	OVER ALL GROSS AMT PAYABLE					

Please note that for finalization of contract, the Tenderer whose Grand Total of Sr. No 11 above are the lowest comparison to other Tenders will be considered as the Lowest Tenderer.