Tender No. 412.D.25/15/1/2007-Cont.staff thro’ Agency (Nurse) Dated:

Sub: Invitation to tender for providing services of trained and qualified manpower through agency and instructions to the tenderer.

From: The Medical Superintendent, ESIC Hospital & O.D.C. (E.Z), Diamond Harbour Road, P.O.: Joka, Kolkata: 700 104.

To: ___________________________________
     ___________________________________
     ___________________________________
Sir(s),

The Medical Superintendent invites sealed quotations for “services of trained and qualified manpower through agency” for Paramedical personnel as detailed in the Schedule attached. The Tender application Form containing (1) Terms and conditions of contract (2) Application for provision of Contractual Sta ffs (3) Tender application form (4) Schedule of work specification (5) Proforma for quoting rates are respectively attached in Annexure-I,II,III,IV & V.

Tenderers are requested that, before quoting their rates or sending tender, the tender form may please be read out thoroughly (line by line), otherwise purchaser will not be held responsible for any error / oversight of his own.

Medical Superintendent, ESIC Hospital & ODC (E.Z), Joka, does not pledge himself to accept the lowest or any tender and reserve the right of accepting the whole or any part of the tender or portion of the quantity offered.

The cost of the tender document is Rs. 100.00 (Rupees One Hundred Only).

Yours faithfully,

MEDICAL SUPERINTENDENT

Enclosures:

- Annexure – I (Tender Terms & Conditions)
- Annexure - II (Application for Providing of contractual staff)
- Annexure- III (Tender Application Form),
- Annexure – IV (Schedule Of Work / Specifications)
- Annexure- V (Proforma for quoting rates).
ANNEXURE-I

Period for supply of Blank Tender Forms and related documents at the Hospital on all Working Days (Except Saturdays, Sundays and Holidays)

<table>
<thead>
<tr>
<th>Date</th>
<th>Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>19.11.07</td>
<td>10.30 a.m. to 3.00 p.m.</td>
</tr>
<tr>
<td>10.12.07</td>
<td>10.30 a.m. to 3.00 p.m.</td>
</tr>
</tbody>
</table>

Due Date & Time of submission of completed Tender form in the prescribed tender box:

<table>
<thead>
<tr>
<th>Date</th>
<th>Time</th>
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</thead>
<tbody>
<tr>
<td>10.12.2007</td>
<td>10.30 a.m. to 2.00 p.m.</td>
</tr>
</tbody>
</table>

Date & Time of Opening of Tender

<table>
<thead>
<tr>
<th>Date</th>
<th>Time</th>
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<tbody>
<tr>
<td>10.12.2007</td>
<td>At 2.30 p.m.</td>
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</tbody>
</table>

TERMS AND CONDITIONS FOR TENDER

1. Services of the personnel in the above categories shall be required round the clock for manning various hospital services, like O.T. Labour Room, Casualty, OPD, Wards, Ex-ray, Diagnostic services and Administrative Office etc.

2. The contractor shall ensure payment of wages in accordance with provisions of Minimum wages Act and shall also ensure all relevant statutory compliances. The Contractor shall maintain the following registers as per the Contract Labour (Regulation & Abolition) Act 1970

   - REGISTER FOR WORKMEN AS PER FORM XIII OF RULE-75
   - MUSTER ROLL REGISTER AS PER FORM LXVI OF RULE-78
   - EMPLOYMENT CARDS AS PER FORM LIV OF RULE -76
   - REGISTER OF WAGES AS PER FORM XVII OF RULE-78

3. The Contractor shall also maintain any other register / record required by Labour authorities from time to time.

4. The ESIC (H) shall pay the amount of monthly bill by cheque in the Contractor’s name and not to his personnel. As such the contractor shall own the full responsibility for regular payment of wages to his personnel and for compliance of statutory liabilities. Salaries to the contractual staff must be disbursed by 7th of every month for the previous month in presence of an authorised hospital staff deputed by Medical Superintendent.

5. The contractor shall provide Security Deposit to the extent of 10 % of total value of annual contract in the form of Demand Draft in favour of ESI FUND A/C NO.1, ESIC HOSPITAL & ODC (EZ), KOLKATA-104 from a nationalized Bank.

6. Tender applications, duly completed in all respect be accompanied by draft of the value shown in the tender as EMD in favour of ESI FUND A/C NO.1, ESIC HOSPITAL & ODC (EZ), JOKA, KOLKATA-104. Tender application without EMD as above shall be rejected.

7. The personnel deployed by contractor for Nurses & Paramedical should be in proper uniform. The cost of uniform and maintenance should be borne by the bidder Personnel engaged at all level should have Photo Identity Card.

8. The Contractual staff shall be subject to supervision by the Hospital Administration or any other official authorised by the Medical Superintendent for the purpose with regard to the performance and conduct of contractual employees.

9. Decision of the Medical Superintendent regarding removal / replacement on account of any kind of dereliction of duty by the deployed personnel shall be final.

10. The contractor shall have to make such change / arrangement with immediate effect in place of removed / replaced personnel, failing which the contractor shall be liable to pay any loss, which the hospital may incur in making any alternative arrangement.

11. The Contractor shall comply with the local administration rules and regulations while employing contract workers.

12. Enhancement in remuneration shall be allowed (consequent upon revision in minimum wages by the State Government) on production of a duly attested copy of such notification and also on production of documentary evidence that the workers have been paid according to the revised rate.

13. The Number of personnel is likely to vary on either side according to requirement at the sole discretion of the Medical Superintendent, ESIC Hospital & ODC (EZ) Joka Kol-104.

14. The contract, if awarded, will be initially for one year from the date of award subject to continuous satisfactory performance. However, on failure on this aspect by the contractor, the hospital will have the right to terminate the contract forthwith in addition to forfeiting the security amount deposited by the contractor and initiating administrative action for black listing etc. solely at the discretion of the hospital without prejudice to any other right of the hospital.
15. The station / unit and time of duty can be changed by the Medical Superintendent or by any of his official authorised to do so. They shall be working under the supervision and directions of ANS / NS / SN In Charge, or other official authorised by the Medical Superintendent.

16. The Agency / Tenderer / Bureau shall provide the Paramedical Staff at the monthly rate for an average working hour of 8 hours per day, which should include all statutory deduction / service tax, relieving duty charges.

17. Para medical Staff engaged through agency shall not have any claim for permanent service in the Hospital and no representation on their behalf shall be entertained by the Hospital Authority in any such engagement shall be strictly temporary and shall abide by the terms and order mentioned in the agreement.

18. The successful Agency / Tenderer / Bureau may apply for accommodation on sharing basis for the staff engaged in this hospital on payment of Licence Fees per rule for the accommodation and Electric Charges as applicable. The allotment of accommodation will be at the discretion of the Competent Authority.

19. The tender should have a permanent place of business in Kolkata and the complete Postal Address, Telephone / Mobile / Fax / E-mail address; etc.

20. The contractor will be responsible for such conduct of the persons engaged by him in the hospital, which will be conducive for maintaining as harmonious atmosphere as expected in the hospital and will be responsible for any act of commission & omission of such persons.

21. The contractor will execute an agreement deed as prescribed, on non-judicial stamp paper of appropriate value and the expenses on this account will be borne by him.

22. For any loss occurring to the ESIC, due to negligence in performance of duty by the Personnel provided by the Agency / Tenderer, ESIC would be entitled to recover compensation to the extent of such loss from the Agency / Tenderer. The decision of Medical Superintendent or any other officer authorised by him shall be final and binding on the Agency / Tenderer.

23. The bidder should follow the minimum rate of wages in West Bengal in terms of Labour Deptt., Govt of West Bengal Notification as amended up to date (copy to be enclosed).

24. Arbitration: In the event of any question, dispute or difference arising under these conditions or any special conditions of the contract, or in connection with this contract, except as to any matter the decision of which is specially provided for by these on the special conditions, the same shall be referred to the sole arbitration as appointed by the Medical Superintendent. It will be no objection that the arbitrator is a Govt. servant, that he had to deal with the matter to which the contract relates for that in the course of his duties as a Govt. servant he had expressed views on all or any of the arbitration dispute or difference. The award of the arbitrator shall be final and binding on the parties to the contract, it is a term of this contract:

A. If the arbitrator be Medical superintendent, ESIC Hospital & ODC (E. Z), Joka.
   - In the event of his being transferred to vacating his office by resignation or otherwise, it shall be lawful for his successor in office either to proceed with the reference himself or to appoint another person as arbitrator, OR
   - In the event of his becoming unable to act for any reason, it shall be lawful for Medical Superintendent, ESIC Hospital & ODC (E. Z), Joka, to appoint another person as arbitrator.

B. If the arbitrator be a person appointed by the Medical Superintendent.
   - In the event of the person being unable to act for any reason, it shall be lawful for the Medical Superintendent to appoint another person as arbitrator in place of the outgoing arbitrator. It is further a term of this contract that no person other than the Director General, ESI Corporation the person appointed by him should act as arbitrator and that if for any reason that is not possible, the matter is not to be referred to arbitrator at all. Upon ever
   - such reference, the assessment of the costs incidental to the reference and award respectively shall be in the discretion of the arbitrator.

Subject as aforesaid the Arbitration Act, 1940 and the rules there under and any statutory modifications thereof for the time being in force shall be deemed to apply to the arbitrator proceedings under this clause. Work under the contractor shall, if reasonable possible continue during the arbitration proceeding and no payment due to payable by the purchaser shall be withheld on account of proceedings:

The venue of arbitration shall be at Kolkata.

In the clause, the expression ‘The Director General’, ESI Scheme means, the Medical Superintendent, ESI Scheme for the time being and includes there be no Medical Superintendent the officer who is for the time being the administrative head of the ESI Corporation, whether in addition or otherwise. For the purpose of the contract including arbitration proceedings there under, the Medical
25. The main duties and responsibilities of above cited personnel shall be as under in brief which is not exhaustive

**NURSING ORDERLIES / STRETCHER BEARES:**
- To assist the nursing personnel in various units of the hospital for better patient care.
- To do dusting and cleaning of the treatment areas.
- To shift the patients from unit to unit.
- To take the patients for various investigations.
- To carry the store items from main store to the sub stores in the nursing stations.
- To do such other works as assigned by the superiors in connections with better patient care.
- They will have to perform round the clock duty for rendering patient care.
- Any other works assigned by competent authority.

**LAB ASSISTANT:**
- To take samples of blood, urine, sputum, semen, stool, body fluid etc. and labelling.
- To do all routine investigations in hematology, biochemistry, clinical pathology and histopathology.
- To make entries in respect of all investigations done in concerned registers.
- Shall be able to work on Semi / Auto analyser for various lab tests.
- To do such other work in pathology department as assigned by the superiors.
- They will have to perform round the clock duty for rendering patient care.

**C.S.S.D.TECHNICIAN:**
- To handle autoclave machine.
- To pack and load various type of trays for autoclaving.
- They will have to perform round the clock duty for rendering patient care.
- Any other work assigned by the competent authority.

**DENTAL TECHNICIAN:**
- To do oral prophylaxis.
- To work as chair side assistant.
- Any other work assigned by the competent authority.

**O.T. TECHNICIAN:**
- To look after the equipments of O.T.
- To assist the doctors in the O.T.
- They will have to perform round the clock duty for rendering patient care.
- Any other work duty assigned by the competent authority.

**E.C.G.TECHNICIAN:**
- To do the E.C.Gs of the patients.
- Maintenance of ECG records.
- They will have to perform round the clock duty for rendering patient care.
- Any other work assigned by the competent authority.

Jobs of other category will be as directed by the Medical Superintendent.

26. The following penalty clauses will operate.
Any person deployed if found under the influence of alcohol or any other narcotic or psychotropic substance or found to an inebriated condition while on duty, the contractor will withdraw such person(s) for deployment immediately and a fine of Rs. 150.00 (Rupees one hundred fifty only) per person, per incident will be imposed for the same and will be deducted from the bill of the contractor. Improper uniform will attract a fine of Rs. 100.00 (Rupees one hundred only) per person.

Any loss accruing due to the negligence of any of the person of the agency, the recovery to the extent of loss shall be made from the contractor.

27. Registered Bureaus / Agencies having ESI, EPF code numbers and valid licence under the Contract Labour (Regulation & Abolition) Act 1970 and other statutory provisions, may apply in prescribed tender form.

Prescribed tender application forms/ Terms and conditions can be obtained against payment of Rs. 100.00 (Rupees one hundred only) through a demand draft in favour of ESI FUND A/C NO.1, ESIC HOSPITAL & ODC(EZ), JOKA, KOLKATA-104 from the Office of the undersigned on any working days from 12.11.2007 to 30.11.2007 between 10.00 AM to 3.00PM except Saturday and Sundays. The same can also be downloaded from our website (http://esic.nic.in). The tender should accompany demand draft of Rs. 100.00 (Rupees one hundred only) towards its cost.

Interested Tender may please submit a completed Tender document along with requisite EMD on separate envelops superscripted “Tender for PARAMEDICAL STAFF” (Reference Annexure -IV) The Tender documents should be supported by copies of following documents.

a) Registration of Company / Partnership Deed / Private Enterprises.

b) Trade Licence.
c) Service Tax / E.S.I./ P.F./ I.T. / Registration No. etc.
e) Minimum Wages notification copy for related employment
f) PAN or TAN Number
g) Experience Certificates (Minimum 2 years & above)

The Medical Superintendent, ESIC Hospital & ODC (EZ), Joka, reserves the right to cancel the bids without assigning any reason.

MEDICAL SUPERINTENDENT
Tender for, Nursing Orderly, Lab Assistance, CSSD Technician, Dental Technician, O.T.Technician, ECG Technician, etc

To be returned duly completed up to 1.00PM on

From ______________________

To,
The Medical Superintendent
ESIC Hospital & ODC (EZ)
Diamond Harbour Road,
Joka, Kolkata-104.

Sub: Application for provision of Contractual Staff.

Sir,

In response to your advertisement in the Sunmargh / Telegraph / Anandabazar dated __________ Referred to above, I/We offer to provide contractual Services to your hospital on the terms and conditions set forth in the tender documents at the monthly rates as per details enclosed in the detail of rates.

Demand drafts as required in the tender as Earnest Money deopist are enclosed in favour of ESI FUND A/C NO.1, ESIC HOSPITAL & ODC (EZ), JOKA, KOLKATA-104.

Copy of Registration certificates with ESIC, EPF, PAN Number and Service Tax are enclosed. Licence under the Contract Labour (Regulation & Abolition) Act 1970 is also enclosed / within submitted three months from the date of award of contract.

The Certificate of experience of providing various services for ___________ years is also enclosed.

Yours faithfully

Enclose: As above.

(Sign. Name of signatory and address)
## TENDER APPLICATION FORM

<table>
<thead>
<tr>
<th></th>
<th>Name of the firm:</th>
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<tbody>
<tr>
<td>a</td>
<td>Full Postal Address:</td>
</tr>
<tr>
<td>b</td>
<td>Cell Phone No.</td>
</tr>
<tr>
<td>c</td>
<td>Telephone No.</td>
</tr>
<tr>
<td>d</td>
<td>Fax No.</td>
</tr>
<tr>
<td>3</td>
<td>Date of Establishment of Firm:</td>
</tr>
<tr>
<td>4</td>
<td>If your Firm Registered under:</td>
</tr>
<tr>
<td>a</td>
<td>The Indian Factories Act:</td>
</tr>
<tr>
<td>b</td>
<td>Any other Act, if not, who are the owners (Please give full address):</td>
</tr>
<tr>
<td>5</td>
<td>Whether insured against fire, theft, burglary etc. If so, please state the amount and name of company with policy no:</td>
</tr>
<tr>
<td>6</td>
<td>Total number of Employees:</td>
</tr>
<tr>
<td>7</td>
<td>Are you in the list of approved contractors of any other organisations / institutions, if any give details:</td>
</tr>
<tr>
<td>8</td>
<td>Give details of any Government contracts executed during the last twelve months:</td>
</tr>
<tr>
<td>9</td>
<td>Any other information which you consider necessary to furnish</td>
</tr>
<tr>
<td>10</td>
<td>Name and address of your Bankers stating the name in which the Account stand</td>
</tr>
</tbody>
</table>

### UNERTAKING

a) I , the undersigned certify that I have gone through the terms and condition mentioned in the tender document and undertake to comply with them.
b) The rates quoted by me are valid and binding upon me for the entire period of contract and it is certified that the rates quoted are the lowest quoted for any other institution/hospital in India.
c) The earnest money of Rs. [ ] to be deposited by me has been enclosed herewith vide Demand Draft No [ ] dt [ ] drawn on bank [ ] Branch [ ].
d) We give the rights to Medical Superintendent to forfeit the earnest money/ Security money deposit by me/us if any delay occur on my/agent’s part to supply the articles within the appointed firms of desired quality.
e) I hereby undertake to supply the items as per direction given in the tender document / supply order within stipulated period.
f) I shall be vacating any space that may be provided to me by the hospital authority to carry out the job or otherwise, before I put up the last bill of the contract period for payment.

Date: [ ]
Place: [ ]
Full Name: [ ]
Designation: [ ]

(Office seal of the tendered)
### EMPLOYEES’ STATE INSURANCE CORPORATION HOSPITAL &
OCUPATIONAL DISEASE CENTRE (EASTERN ZONE)
Diamond Harbour Road, Joka, Kolkata – 700 104, Fax: 033 2467 2795

#### ANNEXURE-IV

**SPECIFICATIONS FOR REQUIREMENT OF SERVICES OF VARIOUS CATEGORIES OF MANPOWER THROUGH AGENCY**

<table>
<thead>
<tr>
<th>Sl.No.</th>
<th>Name of the Post</th>
<th>Qualifications</th>
<th>Experience</th>
<th>No. of Posts (Tentative)</th>
<th>Amount of EMD</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Nursing Orderly</td>
<td>Middle standard with elementary knowledge of First Aid in handing or dressing of wounds &amp; one year experience in Hospital work</td>
<td>1 year</td>
<td>30</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Physiotherapist</td>
<td>Higher Secondary or equivalent Diploma Training in Physiotherapy from recognised Institute</td>
<td>2 Years</td>
<td>02</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Dental Technician</td>
<td>Matriculation with diploma in Dental Hygiene</td>
<td>2 Years</td>
<td>01</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Pharmacist</td>
<td>Matriculation or qualification from a recognised Board. Degree in Pharmacy and registered compounder or Pharmacist</td>
<td>2 Years</td>
<td>04</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>E.C.G. Technician</td>
<td>Matriculation with diploma in ECG Technology</td>
<td>2 years</td>
<td>03</td>
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<tr>
<td>6</td>
<td>O.T. Technician</td>
<td>Matriculation with Diploma in O.T. Technology</td>
<td>2 Years</td>
<td>04</td>
<td></td>
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<tr>
<td>7</td>
<td>O.T. Assistance &amp; Plaster Assistant</td>
<td>Matriculation pass from a recognised Board / School or equivalent 1 year experience in application of Plaster in an orthopaedic unit and 5 year experience of O.T. Assistance training.</td>
<td>2 years</td>
<td>06</td>
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<tr>
<td>8</td>
<td>Lab Assistant</td>
<td>Matriculation with Diploma in Medical Laboratory Technology</td>
<td>2 Years</td>
<td>10</td>
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<tr>
<td>9</td>
<td>Lab Technician</td>
<td>Science Graduate or Matriculation or equivalent Diploma in Medical Laboratory Technology with 1 year experience.</td>
<td>2 Years</td>
<td>02</td>
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<tr>
<td>10</td>
<td>Jr. Radiographer</td>
<td>Metric or equivalent qualification from recognised Board, Diploma in Radiography with 1 years experience</td>
<td>2 Years</td>
<td>07</td>
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<tr>
<td>11</td>
<td>CSSD Technician</td>
<td>Matriculation Diploma in CSSD Technology</td>
<td>2 Years</td>
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<tr>
<td>12</td>
<td>CSSD Assistant</td>
<td>Matriculation or qualification from a recognised Board training course with 3 years experience a large hospital</td>
<td>2 Years</td>
<td>04</td>
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<tr>
<td>13</td>
<td>Jr. Optometrist</td>
<td>Matriculation or Higher Secondary. Diploma in Optometrist</td>
<td>2 Years</td>
<td>02</td>
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<tr>
<td>14</td>
<td>Jr. Medical Record Technician</td>
<td>Matriculate or equivalent qualification. At least 3 month training course for MRT in a recognised institution</td>
<td>2 Years</td>
<td>01</td>
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*EMD should be through a demand draft from a Nationalised Bank separate for each category (Paramedical) in favour of ESIC FUND A/C NO.1, ESIC HOSPITAL AND O.D.C.(E.Z), JOKA,KOLKATA-104*
### PLEASE QUOTE YOUR RATE

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>PARTICULARS</th>
<th>Monthly Charges (in Rs.) for one Nursing Orderly</th>
<th>Monthly Charges (in Rs.) for one Physiotherapist</th>
<th>Monthly Charges (in Rs.) for one Pharmacists</th>
<th>Monthly Charges (in Rs.) for one Dental Technician</th>
<th>Monthly Charges (in Rs.) for one Operation Theatre Assistant &amp; Plaster Assistant</th>
<th>Monthly Charges (in Rs.) for one E.C.G. Technician</th>
<th>Monthly Charges (in Rs.) for one Laboratory Assistant</th>
<th>Monthly Charges (in Rs.) for one Junior Radiograph er</th>
<th>Monthly Charges (in Rs.) for one Junior Medical Record Technician</th>
<th>Monthly Charges (in Rs.) for one CSSD Technician</th>
<th>Monthly Charges (in Rs.) for one CSSD Assistant</th>
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<tbody>
<tr>
<td>1</td>
<td>Wages</td>
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<td>2</td>
<td>ESI (Employer's Contribution) @ 4.75% on Sl. No. 1</td>
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<td>3</td>
<td>Employees Provident Fun contribution @ 12% (Employer Share) &amp; EDLI Charges @ 1.61% (Employer Contribution per personnel per month)</td>
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<td>4</td>
<td>Bonus (@ 8.33% annually) for one month per personnel to be calculated on Sl.No.1</td>
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<td>5</td>
<td>Service Charge on 1 above</td>
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<td>7</td>
<td>Service Tax</td>
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<td>TOTAL</td>
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Signature, name of signatory & address (with rubber stamp)