



**EMPLOYEES' STATE INSURANCE CORPORATION  
MODEL HOSPITAL BADDI  
VILLAGE - KATHA , NEAR GILLETTE FACTORY  
DIST- SOLAN - 173205 (H.P)  
(Ministry of Labour & Employment, Govt. of India)**

**Invites**

**E-TENDER FOR PROVIDING NURSING AND PARAMEDICAL STAFF ON  
CONTRACTUAL BASIS IN ESIC MODEL HOSPITAL, BADDI (H.P)**

**NAME OF WORK:-**

Date & Time of Floating Tender	22/08/2019
Last Date & Time of Online	16/09/2019 upto 1:00 PM
Date & Time of Online Opening	17/09/2019 at 2:00 PM
EMD Amount	Rs. 200000/- (Rs. Two Lakh Only)

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Ph- 01795-275105

कर्मचारी राज्य बीमा निगम आदर्श अस्पताल, बद्दी

**EMPLOYEES` STATE INSURANCE CORPORATION MODEL  
HOSPITAL, BADDI**

श्रम एवं रोजगार मंत्रालय, भारत सरकार / Ministry of Labour & Employment, Govt. of India  
गांव - काठा, बद्दी, जिला - सोलन (हिमाचल प्रदेश)/ Village - Katha, Baddi, Dist - Solan (H.P) 173205  
An ISO 9001:2015 Certified institute

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**NOTICE INVITING E-TENDER (NIT)**

E-Tenders in two bid system through 'e' procurement solutions are invited for providing Nursing and paramedical Manpower on contractual basis for one year or till regular recruitment is finalized in 100 bedded ESIC Model hospital , Baddi (H.P). It may be further extended for one year on same terms and condition if required. Tender documents are available on line at <https://eprocure.gov.in/eprocure/app>.

Bidders have to deposit the **Earnest Money Deposit (EMD) of Rs. 200,000 (Rs Two Lakh Only)** in the form of demand Draft/Pay Order from a scheduled bank drawn in favour of "ESI Fund A/c. no. 1", payable at Baddi.

The interested bidders should upload their bids along with duly signed scanned copies of all the relevant certificates, documents, etc. in support of their technical & price bids on the <https://eprocure.gov.in/eprocure/app>. latest by **scheduled Date**. The technical bids will be opened online on **scheduled date and Time**.

Tender documents are also available for viewing on the website of **Employees' State Insurance Corporation** i.e. [www.esic.nic.in](http://www.esic.nic.in)

## **Instruction for online Bid Submission**

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at:

<https://eprocure.gov.in/eprocure/app>

### **REGISTRATION:-**

1. Bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal (URL:<https://eprocure.gov.in/eprocure/app>) by clicking on the link “Online bidder Enrolment” on the CPP Portal which is free of charge.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudra etc.), with their profile.
5. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
6. Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

### **SEARCHING FOR TENDER DOCUMENTS**

1. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
2. Once the bidders have selected the tenders they are interested in, they may download the required documents/ tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / email in case there is any corrigendum issued to the tender document.
3. The bidder should make a note of the unique Tender ID assigned to each tender, in case they

want to obtain any clarification / help from the Helpdesk.

### **PREPARATION OF BIDS**

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS

/ RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process

### **SUBMISSION OF BIDS**

1. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
3. Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument / scan copy.
4. Bidder should prepare the EMD as per the instructions specified in the tender document. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
5. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the

bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

6. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

7. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

8. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

9. Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

10. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

#### **ASSISTANCE TO BIDDERS :-**

1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 233 7315. Foreign bidder can get help at +91-79-40007451 to 460.

### **E-Tender General Terms and condition**

E-Tenders are invited in the name of the Medical Superintendent, ESIC Model Hospital Baddi (H.P) from reputed manpower providing/ organization / Agencies to provide nursing and para-medical staff on contract for a period of one year or till regular process of recruitment is completed whichever is earlier as a stop gap and temporary arrangement.

Note- In case it happens to be a declared holiday then tenders shall be opened on the next working day at the same time.

Tender documents are available online from scheduled date at <https://eprocure.gov.in/eprocure/app>.

Bidders have to deposit the Earnest Money Deposit of 200000 Rs Two Lakh as per details mentioned below in the form of Demand Draft in favour of ESI Fund Account No 1, Payable at Baddi. (H.P)

The interested tenderers should upload their technical & financial bids along with scanned copies of all relevant certificates, documents, etc., duly signed on the e- tender portal <https://esictenders.eproc.in> latest as mentioned in scheduled Time and date.

In addition to E-Tender which has to be filled online, the Bidders are also required to submit

i) Complete tender form along with Earnest Money Deposit in the form of Demand Draft in favour of ESIC Fund Account No 1, Baddi (H.P)

ii) Undertaking as per Annexure II in a sealed envelope super-scribed "E-TENDER FOR ENGAGEMENT OF REPUTED AGENCY FOR PROVIDING NURSING & PARAMEDICAL STAFF ON CONTRACT BASIS" along with Name and Address of Bidder.

iii) Sealed Envelope containing DD of EMD and undertaking should be dropped in the Tender Box kept In MS Office. third floor ESIC Model Hospital, Baddi (H.P) during schedule time on or before closing date and time. The technical bids and Tender Box also opened on scheduled time.

iv) Bidders or their authorized representative (with authority letter & ID Proof) may be present if they wish to be. In case scheduled date is declared a holiday, bids will be opened on next working day at the same time & venue.

v) If Sealed Tender document, Envelope containing EMD and undertaking received late, tender will not be considered. Proof of postage/courier won't be considered as a claim for timely submission of tender. Bid without Demand Draft / Pay Order of Earnest Money deposit will not be accepted.

vi) Tender document is also available for viewing on the website of Employees' State Insurance Corporation i.e., [www.esic.nic.in](http://www.esic.nic.in) , & <https://eprocure.gov.in/eprocure/app>.

vii) Any corrigendum to this letter will be notified through the aforesaid website only. Medical Superintendent reserves the right to accept any tender in full or in part, to reject any or all tenders at any time without assigning any reason thereof.

viii) Please note that Tender not accompanied with requisite earnest money deposit (EMD) will be rejected outright without assigning any reason or entertaining any correspondence.

ix) Tender form along with List of Terms and Conditions is enclosed.

x) The number of Nursing and Paramedical staff may be increased or decreased depending upon the requirements.. The earnest money of unsuccessful Tenderers will be refunded without accrual of any interest, in due course of time i.e. after awarding of contract.

### **TENDER EVALUATION**

Tenders evaluation will be done in two stages

1. Technical bid and
2. Price bid.

The bidders are required to submit online Technical Bid and Financial Bid along with Tender .In addition to online submission of Technical Bid and Financial Bid , The Bidders are also required to submit sealed envelope super-scribed "FOR ENGAGEMENT OF REPUTED AGENCY FOR PROVIDING NURSING & PARAMEDICAL STAFF ON CONTRACT BASIS" along with Name and Address of Bidder containing –

- i) Tender document with Earnest Money Deposit in the form of Demand Draft / Pay Order in favour of **ESIC Fund Account No 1**, ESIC Model Hospital. Baddi (H.P) payable at Baddi
- ii) Undertaking as per Annexure- II

### **TECHNICAL BID (ONLINE):-**

Compulsory scanned copy of following documents to be uploaded. All the documents should be signed and stamped by the bidder.( who will sign the tendering)

- 1 Self attested photocopy of latest and valid GST registration certificate.
- 2 Undertaking on Rs. 100/- stamp paper as per ANNEXURE- II duly filled & Signed.
- 3 Bidders profile and checklist as per **Annexure-III**.
- 4 **Audited financial statement of last three financial year** ( Copy of Tax audit report / Certificate of CA for Presumptive taxation as applicable as per income tax law for above two financial years.



- 5 ITR of Financial year 2015-16, 2016-17 & 2017-18.
- 6 ESI, EPF and other Registration certificate copy with details of last payment. Copy of challan (latest) of payment of ESI dues & EPF dues should be submitted .

A- The successful bidder shall furnish a Performance Security Deposit equivalent to 10 % of the bid amount in the form of a Demand Draft of any nationalized bank drawn in favor of “ESIC SAVIN G FUND A/C N O 1” payable at Baddi within a period of one month from the date of award of contract. The performance security deposit will be forfeited in the event of violation of any of the above mentioned terms and conditions.

B. ESIC reserves the rights to amend/ withdraw any terms and conditions in the Tender document or to reject any or all tenders without giving any notice or assigning any reason. The decision of the Competent Authority, ( Medical Superintendent) ESIC Model Hospital Baddi in this regard shall be final and binding on all.

C. The bid submitted should be valid for a period of 180 days from the date of opening

D. No Tenderer will be allowed to withdraw their bid after last date of submission Otherwise EMD submitted by the Tenderer would stand forfeited. In case the successful Tenderer declines the contract, for whatsoever reasons his EMD will be forfeited.

E. Please Note that Tender shall be liable to be rejected if legible scanned copies of documents listed above are not uploaded in Technical bid

F. Online Technical bid of the bidders & Tender box will be opened at the prescribed time and date as indicated in tender notice. During the Technical bid opening, the tender opening official(s) will examine the salient features of the tenders like Earnest Money Deposit , List of consumable quoted ,etc.& Technical bid shall be referred to Technical Evaluation Committee for technical evaluation.

G. The Technical Evaluation Committee constituted by the Medical Superintendent will technically evaluate technical bid submitted by bidders on the basis of documents as per technical bid & terms and condition of tender.

H. Only the bid accepted technically will be considered for price evaluation (price bid). Price should not be quoted with technical bid; otherwise the tender will be rejected without any correspondence.

Online Price Bid of only those bidders who qualify on basis of Technical Bid (after evaluation by Technical evaluation committee) will be opened by committee constituted for this purpose by the competent authority.

I. Bidders who qualify on basis of Technical Bid (after evaluation by Technical evaluation committee) will be informed through Mobile/email about the date and time of opening of online Financial Bids.

J. In case of any of the above dates declared as Holiday the Tender will be accepted and opened on next working day at the same time. The tender document containing eligibility criteria and terms & conditions can be downloaded from the website [www.esic.nic.in](http://www.esic.nic.in).

**Category of Manpower requirement for ESIC Model Hospital Baddi.**

<b>Sr. No.</b>	<b>Cadres</b>	<b>Vacancy</b>
1	Staff Nurse	26
2	Laboratory Assistant & Technician	0+2
3	Jr. Radiographer & Radiographer	2+2
4	ECG Technician	1
5	OT Assistant	3
6	CSSD Assistant & Technician	0+2
7	Plaster Assistant	1
8	Dietician	1
9	Dresser	2
10	Pharmacist - Allopathic	2
11	Cook Mate	10
12	Nursing orderly	26
13	Jr. MRT	1

**Note:** Vacancy in any category will be filled as per the roster of (Central Government of India) and the same will be intimated to the agency.

Vacancy may be increased or decreased as per requirement.

**MINIMUM STANDARDS/BENCHMARKS FOR THE SERVICES  
SOUGHT ARE AS UNDER:**

<b>CADRES</b>	<b>QUALIFICATION</b>
Staff Nurse	Diploma in General Nursing & Midwifery or Equivalent qualification for male Nurse. Registered Nurse with Nursing Council.
Laboratory Assistant	Sr. Secondary/ 10+2 or equivalent with Diploma in Medical Laboratory Technician from an Institute recognized by AICTE.
Jr. Radiographer	Matriculation or Equivalent from a recognized board. Two years Diploma in Radiography from a Central Govt./State Govt./AICTE recognized Institution. Desirable: One Year Experience in Radiology Department of a recognized/registered Hospital.
ECG Technician	Science Graduate preferably with one year Experience of handling ECG Machine in a Recognized institution. OR Sr. Secondary/10+2 or equivalent qualification from a recognized board with 03 years experience of handling ECG Machine in a Recognized institution.
OT Assistant	Sr. Secondary/10+2 with Science or equivalent qualification from a recognized board with one year experience in OT of a recognized Hospital.
CSSD Assistant	Matriculation or equivalent qualification from a recognized Board with CSR Assistant Training course with 3 years experience of CSR of Registered Hospital.

Plaster Assistant	<p>(i) Matriculation Pass from a recognized university/Board/School / Or Equivalent</p> <p>(ii) One Year Experience in application of plasters in an orthopedic unit of a hospital.</p>
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Dresser	Matriculation or equivalent from a recognized Board with Two years Experience in application of Plasters in an Orthopaedic Unit of a registered/recognized Hospital.
Cook Mate	Matriculation or Equivalent from a recognized Board with Two years experience in cooking of Indian Food.
Nursing Orderly	<p>Matriculation or equivalent from a recognized Board and elementary knowledge of first aid.</p> <p><u>Exp:</u> One year experience in handling and dressing wounds in Govt., approved/registered Nursing</p>

The age limit of the personnel should not exceed 64 years as on date of tender opening.  
 \*In case of any discrepancy of qualification requirement. Qualification as mentioned in Recruitment rules and regulation of ESIC will be final.

## ELIGIBILITY CRITERIA

- A. The Tenderer should have minimum three years' experience for supply of manpower, out of which two years' experience should be in the field of supply of Nursing and ParaMedical manpower. ESIC reserves its right to inspect any premises in which the Tenderer is rendering service/providing Nursing & Paramedical Manpower.
- B. The Tenderer must have an annual turnover of at least Rs 1,00,00,000/- (Rs One Crore Only) from manpower supply services during last 3 years FY 15-16, 16-17 & 2017- 18 which should also include Manpower Supply service in Hospital/Health Section.
- C. The tenderer should have under taken any one of the following work during the last three years: Approximate Value of work to be executed will be – 85 Lakh
- a) One work of manpower supply, in Hospitals/Health Industry Preferably not less than 80% of the work value to be executed.
- b) Two works of manpower supply, in Hospitals/Health Industry Preferably not less than 50% of the work value to be executed.
- c) Three works of manpower supply, in Hospitals/Health Industry Preferably not less than 40% of the work value to be executed.
- D. The Tenderer is to submit "Satisfactory Work Completion Certificate" in support of their contention of having completed anyone of the aforesaid works failing which the information furnished regarding the completion of Work is liable to be treated as invalid.
- E. The Tenderer must be registered with the statutory Central and State authority viz., ESI, EPF, Income Tax, Service Tax etc., and should have a valid Central Labour License for supply of manpower as mentioned in the tender document along with the laid down provision of the labour under labour law of the central government applicable and all the statutory liability applicable should be adhered with and compliance accordingly by the tender
- F. Copies of the following documents should be submitted along with the tender:
- G. The Tenderer should have existing Office in Dist Solan, or Tricity – ( Chandigarh, Mohali, Panchkula) as on 1<sup>st</sup> Jan 2019.. Documentary proof issued by a Statutory Authority should be submitted.
- H. The Tenderer should have sufficient employees on its rolls or rolls of its

associates specifically trained for supply of Nursing and Paramedical manpower. In addition, antecedents of the manpower to be engaged, 3 Passport size photographs, details of qualification along with proof, experience certificate, Caste certificates etc., need to be submitted on demand at the time of award of the contract. The Agency shall be fully responsible for ensuring the correctness of the documents submitted by the persons for engagement against various posts.

I. The Tenderer/Associate should have a valid Central Labour License and all statutory licenses for supply of Nursing and Paramedical manpower as applicable. The successful Tenderer should produce valid Labour/other Licenses before commencing the work as prescribed by the concerned statutory authority.

J. The manpower will have to be supplied by the agency within 15 days from the date of award of Contract, as per the detailed Terms and Conditions which are given at Annexure – I.

K. Only those agencies who fulfill the mentioned minimum eligibility criteria need to submit their e- bids.

L. The Service Provider / Agency must have proper mechanism for intake, verification of candidate's character and antecedents, Management and Placement of the skilled manpower. The persons engaged by the Agency should not have any adverse Police records/ Criminal cases against them. The Agency would be responsible to make adequate enquiries about the character and antecedents of the persons before their engagement for the purpose. The Character and antecedents of each personnel needs to be verified by the service provider before their deployment copy of Adhaar card through the local police. Proofs of identity like driving license, bank account details, previous work experience, proof of residence and recent photograph and a certification to this effect should be submitted to this Department. The service provider will also ensure that the personnel deployed are medically fit. The Service Provider will withdraw such employees who are not found suitable by the office for any reasons immediately on receipt of such a request from this Department.

M. Agency/Organization should not have been blacklisted by any Govt. organization.

N. It should be willing to take up the Contract on the terms and conditions given at Annexure – I.

**General**

1.The contract is likely to commence from 15 days of finalization of Tender for a period of one year, unless it is curtailed or terminated by tender initiating authority owing to deficiency of service, substandard quality of Attendants deployed, breach of contract, reduction or cessation of the requirements of work.

2.The contract shall automatically expire after one year from commencement of the contract unless extended further by the mutual consent of contracting Agency and tender initiating authority .

3.The staff deployed by the Tenderer would have to work anywhere in Himachal Pradesh and may be posted in Model Hospital B addi and any other ESIC Medical Institutions elsewhere in Himachal.

4The Tenderer will be bound by the details furnished by it to this Department, while submitting the tender or at subsequent stage. In case, any of such documents furnished by it is found to be false at any stage, it would be deemed to be a breach of terms of contract making it liable for legal action besides termination of contract.

5.The persons engaged by the Agency should not have any adverse Police records/criminal case against them. The Agency would be responsible to make adequate enquiries about the character and antecedents of the persons before their engagement for the purpose. The Character and antecedents of each personnel needs to be verified by the service provider before their deployment through the local police. Proofs of identity like driving license, bank account details, previous work experience, proof of residence and recent photograph and a certification to this effect should be submitted to this Department. The service provider will also ensure that the personnel deployed are **medically fit**. The Service Provider shall withdraw such employees who are not found suitable by the Hospital for any reasons immediately on receipt of such a request.

6.The contracting company/firm/ agency shall furnish following documents in respect of the persons who will be deployed by it in this Department before the commencement of work.

A)List of persons shortlisted containing full details i.e. date of birth, marital status, address, educational and professional qualifications, experience etc.

B)Bio-data of the person with photograph affixed.

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

7.All services shall be performed by persons qualified and skilled in performing such

services as per the eligibility criteria.

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

9.The service provider shall engage necessary persons as required by this Hospital from time to time. It shall be the duty of the service provider to pay their salary/wages in time i.e. before 6th day of every month. The obligation to pay timely wages has no co-relation with the payment to be received by them from ESIC. There is no master & servant relationship between the employees of the service provider and ESIC and further the engaged person of the service provider should not claim any absorption.

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

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

12.The service provider shall ensure proper conduct of his personnel in office premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering within working hours.

13.The transportation, food, medical and other statutory requirement in respect of each personnel of the service provider shall be borne by the service provider as per statutory requirement of Government.

14.The manpower deployed by the out sourced agency/organization can be put to work on shift duties. However in exigencies of work, they may be required to sit late and the personnel may be called on closed holidays/if required.

15The service provider will provide the required number of personnel for a shorter period also, in case of any exigencies as per the requirement of this Office.

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



service provider.

17.The service provider shall be contactable at all times and message by phone/mail/fax/Special Message from this Office to the service provider shall be acknowledged immediately on receipt and on the same day. The Service Provider shall strictly observe the instructions issued by this office in implementing the Contract from time to time.

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

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

20.This Office will maintain an attendance register (in addition to marking attendance biometric system) in respect of the Personnel deployed by the agency on the basis of which wages/remuneration will be decided in respect of the staff at the approved rates.

21.The successful bidder will enter into an agreement with this Hospital for supply of suitable manpower as per the requirement on these terms and conditions. The contract will be valid for a period of one year commencing from the date of signing of the agreement and shall continue to be in force in the same manner, unless terminated in writing. The service charges/rates quoted by the agency shall be fixed for a period of one year and no request for any change/modification shall be entertained before expiry of the period of one year. Any statutory increase in wages/DA etc. is to be initially paid by the Service Provider. However the Statutory increase shall be claimed by the successful Tenderer from ESIC. The contract/agreement is extendable for further period subject to satisfactory performance of the agency and such amendments as mutually agreed to. On the expiry of the agreement as mentioned above, the agency will withdraw all its personnel and clear their accounts by paying them all their legal dues. In case of any dispute of account of termination of employment or non employment by the personnel of the agency, it shall entirely be the responsibility of the agency to pay and settle the same.

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

23 The Contractor must provide standard liveries and Identity card to its personnel which should be different from those used by the regular staff members. The staff shall be in

**proper uniform** with their identity properly displayed. Samples of liveries and Identity Card will have to be submitted by the Contractor for prior approval of ESIC. Timings of the deployment of the personnel will be intimated to the agency by ESIC.

24. The age limit of the personnel should not exceed 64 years.

25. Agency must have separate sub code for ESIC and PF for this region ( Himachal).

26. The salary should be sent by cheque/NEFT to persons deployed by agency.

27. Bill submitted should be in proper format 1) Triplicate copies 2) challan/tax/GST 3) Bank Transfer Sheet 4) Attendance Canvassing in any form is strictly prohibited for the persons deployed by agency in the hospital campus, and if found to so, contract with the Agency can be terminated immediately.

28. Every candidate deployed by the agency will have to give an undertaking as per Annexure VI

Amendment of Bid Documents:

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

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

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

#### A- Financial

1. The agency shall pay the Minimum wages as applicable to the cadre in which the staff is working as notified by the state government of Himachal Pradesh or Union of India whichever is higher as the case may be.

2. The successful bidder shall furnish a performance Security Deposit equivalent to 10% of the ( approx. Yearly work order) in the form of demand draft drawn in favour of the **“ESIC FUND A/C NO 1”** & payable at Baddi. The security deposit will be forfeited in case if supply of manpower is delayed beyond the period stipulated by the Hospital or noncompliance of the terms of agreement by the service provider or frequent absence from duty/misconduct on part of manpower supplied by the agency.

3. The agency shall raise the bill, in triplicate, along with attendance sheet to the concerned branch of this Hospital under whom the outsourced personnel has been deployed in the first week of the succeeding month. The branch concerned will send the

bills duly verified to the concerned authority for passing and payment within 25 days from the date of receipt of bill in the Department.

4. The bill shall accompany copies of latest PF/ESI paid challan, duly acquitted attendance, latest Service tax challan etc. failing which a portion of the bill amount shall be held up till the proof is furnished, at the discretion of this Office. The payment will be released by the fourth week of the following month after deduction of Income tax deductible at source under the law in force.

5. Payments to the service provider would be strictly on certification by the officer with whom personnel is attached that their services were satisfactory and attendance as per the bill preferred by the service provider.

6. It shall be the duty of the Contractor to ensure the disbursement of wages in the presence of the authorized representative of this Hospital by the date as stipulated in Central Labour Act as applicable.

7. No wage/remuneration will be paid to any staff for the days of absence from duty.

8. The Competent Authority of this Hospital reserves the right to withdraw/ relax any of the terms and conditions mentioned above so as to overcome the problem encountered by the contracting Parties.

**B. Fraud and Corrupt Practices:**

The applicant and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the bidding process. Notwithstanding anything to the contrary contained herein, the Department may reject an application without being liable in any manner whatsoever to the Applicant if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the bidding process.

i) Without prejudice to the rights of the Department under Clause I, hereinabove, if an Applicant is found by the Department to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Applicant shall not be eligible to participate in any tender issued by the Department during the period such Applicant is found by the Department to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as the case may.

ii) For the purpose of this clause 1, the following terms shall have the meaning

hereinafter respectively assigned to them.

a) “Corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process or (ii) save and except as permitted, engaging in any manner whatsoever whether during the Bidding Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical advisor of the Authority in relation to any matter concerning the Project.

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

c) “Coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence to any person’s participation or action in the Bidding Process.

d) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest.

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

### **C. Legal**

i) The Service Provider shall be responsible for compliance of all applicable statutory Law/provisions including Minimum wages Act, Provident Fund Act, Employees State Insurance Act, Payment of wages Act, Shop & Establishment Act, etc. in respect of the persons deployed by it in this Hospital. The service provider should Indemnify ESIC against all claims, damages or Compensation. Under the provision of payment of wages Act 1936, minimum wages Act 1948. Employer’s Liability Act 1938, workman Compensation Act 1923/ Employees Compensation Act, industrial Disputes Act 1947, Maternity Benefit Act 1961, Payment of Bonus Act, Bombay shop & Establishment Act or any Modification there of or any other law relating thereto and the rules made there under from time to time.

ii) The Service Provider shall also be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to the Department to concerned tax collection authorities from time to time as per extant rules and regulations on the matter.

iii) The Service Provider shall maintain all statutory registers under the applicable laws. The Agency shall produce the same, on demand, to the concerned authority of this

Department or any other authority under Law.

- iv) The agency shall be responsible for payment of wages to each worker employed by him as Contract Labour and such wages shall be paid on or before 6th of every month. Further, it should be ensured by the Service Provider that the process of payment of wages to the personnel deployed is completed before submitting the bills to ESIC for payment.
- v) It is obligatory on the Contractor to ensure that wages paid should not be less than the minimum wages fixed by the Central Government / State Government whichever is higher and available from time to time and all statutory requirements such as Provident Fund, Employees State Insurance and Bonus etc. must be incorporated in salary.
- vi) That the personnel deployed shall not be below the age of 18 years. They shall not interfere with the duties of the employees of this Hospital.
- vii) The service provider shall not assign, transfer, pledge or subcontract the performance or services without the prior written consent of the Hospital.
- viii) In case the tendering Agency fails to comply with any statutory/ taxation liability under appropriate law and as a result thereof the Hospital is put to any loss/ obligation, monetary or otherwise the Hospital will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Agency, to the extent of the loss or obligation in monetary terms.
- ix) The service provider's personnel shall not claim any benefit/compensation/regularization or services from this Department under the provision of Industrial Dispute Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970. Undertaking from the persons to this effect shall be required to be submitted by the service provider to this Hospital.
- x) In case of breach of any terms & conditions stipulated in the contract, the performance security deposit of the Agency will be liable to be forfeited by this Hospital besides annulment of the contract.
- xi) For all intents and purposes, the service providing Agency shall be the "Employer" within the meaning of different Labour Legislations in respect of personnel so employed and deployed in this Hospital. **The persons deployed by the Agency in this Hospital shall not have claims of any Master and Servant relationship nor have any principal and agent relationship with or against ESIC.** The Agency shall indemnify the Hospital against such claims. (Annexure VI should be got signed by all the staff who are deployed at this Hospital by the Agency)
- xii) The agreement can be terminated by either party giving one month's notice in advance. If the agency fails to give one month's notice in writing for termination of the agreements then one month's wages etc. and any suitable amount due to the agency from this Department shall be forfeited by this Hospital.
- xiii) All disputes or difference whatsoever arising between the parties out of or relating to means, operation of this contract or the breach thereof shall be settled by Arbitration in terms of "The arbitration and conciliation Act, 1996" with all statutory modifications and award made in pursuance thereof be binding on the parties.

**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 arbitrator as appointed by the Medical Superintendent. It will be no objection that the arbitrator is a Govt./Public 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./Public 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 appointed be Medical Superintendent, ESIC Model Hospital Baddi..

- 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 Model Hospital Baddi to appoint another person as arbitrator.

b) If the arbitrator be a person appointed by the Medical Superintendent. In the event of his denying neglecting or refusing to act being unable to act, for any reason, it shall be lawful for the Medical Superintendent either to proceed with the reference himself or 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 or 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 each 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.1996 and the rules their under and any statutory modifications thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause. Work under the contractor shall, if reasonably possible continue during the arbitration proceeding and no payment due or payable by the purchaser shall be withheld on account of proceedings:-

**The venue of arbitration shall be at Baddi.**

In the clause, the expression 'The Director General' ESI Corporation means, the Medical Superintendent, ESIC Model Hospital Andheri (E) for the time being and includes if 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 Superintendent, ESIC Model Hospital Baddi (H.P), Shall be entitled to exercise all the rights and powers of the

Purchaser.

- xiii) The Courts at Baddi/solan will have exclusive jurisdiction for any issue/dispute arising out of or in connection with this contract

Important Note:

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

Annexure II

*(To be submitted in technical bid)*

**Undertaking (to be furnished in Rs.100 Stamp Paper)** (duly notarized) I, \_\_\_\_\_

Son/Daughter/wife of

Shri. \_\_\_\_\_

Proprietor/ Director, authorized

signatory of the Agency/Firm, mentioned above, is competent to sign this declaration and execute this tender document;

2. I \_\_\_\_\_ hereby declare that my firm is not blacklisted by any Govt. Department or any criminal case is registered against the firm or its owner/ Partner anywhere in India.

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

4. The information/ documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I/we, am/ are well aware of the fact that furnishing of any false information/ fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Signature of authorized person

Date:

Full Name:

Place:

Seal



ANNEXURE-III

*(To be submitted in technical bid)*

CHECK LIST OF TECHNICAL BID AND PROFILE OF THE CONTRACTER/ TENDERER

Sl. No	Particulars	To be filled in by the Tenderer
1	Name of the Agency	
2	Date of establishment of the agency.	
3	Detailed office address of the Agency with office telephone number, Fax Number and Mobile number and the Name of the contact person(s) and email.	
4	Whether registered with all concerned Govt. authorities (PF/ESI etc.) (Copies of all certificate of registration to be enclosed.)	
5	PAN/ TAN Number (Copy to be enclosed)	
6	Certificate of GST Registration	
7	Central Labour License (copy to be enclosed.)	
8	Whether the firm is blacklisted by any Govt. Department or any criminal case is registered against the firm or its owner/ Partner anywhere in India.	
9	Scanned Copy of EMD	
10	Length of experience in the field with details of institutions and period Do you need the as per Annexure IV certificate of experience to be uploaded	
11	Undertaking as per Annexure II	
12	Whether agency profile is attached?	
13	Whether Audited Annual Accounts for FY 15-16 ,16-17 & 2017-18 along with Statutory Audits Reports/ Tax Audit Reports attached /submitted.	
14	Whether ITRs for FY 15-16 ,16-17 & 2017-18 submitted.	

**Signature of the Authorised signatory of the Tenderer**

ANNEXURE 'IV'

*(To be submitted in technical bid)*  
**Details of the existing contracts**

Sl. No.	Name and Address of the organization, Name designation and Telephone/ Fax No. of the officer concerned	In Government/ Private Sector	Details regarding The Contract Including Manpower deployed	Value of Contract (Rs.)	Duration of the Contract	
					From	To
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-

Signature of owner /Managing Partner/ Director

Date : Name:

Place: Seal:

**ANNEXURE V**  
*(To be submitted in Price Bid)*

**PROFORMA FOR FINANCIAL BID**

No..... Dated .....

To  
**The Medical Superintendent,  
ESIC Model Hospital Baddi, HP**

**Quotations for award of contract for outsourcing Manpower Services.**

Sr No.	Name of Firm	Service Charges (In%)

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

**Annexure – VI**

**UNDERTAKING**

I \_\_\_\_\_ S/D/o \_\_\_\_\_ R/o \_\_\_\_\_ is willing to work in ESIC Model Hospital , Baddi (H.P) M/s.on Post of \_\_\_\_\_ in accordance with the instructions given to me from time to time. It has been made clear to me that I shall not have any claim for permanent service in the ESIC Model Hospital Baddi and no representation on this behalf shall be entertained by the Hospital Authority in any case and such engagement shall be strictly temporary and I shall abide by the terms and order mentioned in the Agreement.

I also understand that, my services are likely to be terminated, if regular employees are appointed in the ESIC Model Hospital Baddi (H.P)

Signature:

Signature:

Authorized Signatory:

Name:

Place:

Place:

Date:

Date: