



Bihar Medical Services & Infrastructure Corporation Limited

(A Govt. of Bihar Undertaking)

5th Floor, Biscomaun Bhavan, Gandhi Maidan, Patna -800001

Tel No. 0612-2219634/35;www.bmsicl.gov.in.

Tender No. BMSIC/20045/2-2013

TENDER NOTICE FOR PROVIDING MANPOWER SERVICES TO BMSICL

Sealed tenders are invited under **Two Bid System** i.e. Technical Bid and Financial Bid from reputed, experienced and financially sound Manpower Companies/Firms/ Agencies for providing different types of manpower through rate contract to Bihar Medical Services & Infrastructure Corporation Ltd. (BMSICL) Such requirement may vary from time to time at the discretion of BMSICL.

Complete Tender Documents can be downloaded from the website www.bmsicl.gov.in.

The interested Companies/Firms/Agencies can send their tender documents complete in all respects along with Earnest Money Deposit (EMD) of Rs.50,000/- and other requisite documents on or before October 3, 2013 by 2.00 PM by Speed Post/Registered Post/Courier to the Managing Director, Bihar Medical Services & Infrastructure Corporation Ltd, 5th Floor, Biscomaun Bhawan, Gandhi Maidan, Patna - 800001. No tender shall be entertained after this deadline under any circumstances whatsoever. The tenders will be opened at 3.00 PM on the same day i.e. October 3, 2013 in the presence of such bidders or their authorized representatives as may wish to be personally present.

BMSICL reserves the right to amend or withdraw any of the terms and conditions contained in the Tender Document or to reject any or all tenders without giving any notice or assigning any reason.

**Sd/-
Managing Director**

A. Scope of Work and Other Requirements

1. BMSICL requires reputed, well established and financially sound Manpower Companies /Firms / Agencies to provide services of different types of technical, skilled and semi-skilled manpower at its Offices.
2. The rate contract will be initially for a period of one year from the date of signing of agreement, for taking up of supply of manpower. The period of contract may be extended further for two more years, one year at a time, based on performance of the service provider and requirement of BMSICL, at the sole discretion of BMSICL.
3. The deployment/utilization of services may be curtailed /terminated at any time before the normal tenure owing to cessation of requirement of deficiency in service or substandard quality of manpower deployed by the service provider.
4. All the manpower deployed at BMSICL will be paid their wages on monthly basis (by Cheque/electronic transfer in time) by the Company/Firm/Agency and proof of such disbursement will be submitted to BMSICL every month.
5. **Requirement of Different categories of Manpower:**
 - a) Persons/Staff deployed should be between the age of 18 to 50 years.
 - b) Persons/Staff antecedents should be verified by the agency from the local police authorities. A certificate to this effect in respect of each such deployed staff has to be submitted to BMSICL.
 - c) All manpower deployed should have domicile in Bihar.
 - d) Categories of manpower, minimum qualifications required in each case and other additional qualification needed, and wages to be paid to each category of staff is given in the table below:

S. N.	Type of Manpower	Minimum Qualifications	Other Required qualifications	Type	Total wages to be paid to staff per month (including statutory deductions, as applicable)
1	Stenographer/ Office Assistant	Graduate	Typing speed of 30 wpm in Hindi and English	Technical	14000
2	Data Entry Operator	Intermediate or Matriculation with six month diploma in computer application	Typing speed of 30 wpm in Hindi and English	Technical	9500
3	Driver	Matriculation	Valid Driving licence	Skilled	9500
4	Security Guard	Matriculation		Skilled	8600

5	Electrician	Matriculation		Skilled	8600
6	Plumber	Matriculation		Skilled	8600
7	Office Boy/Peon	8th pass		Skilled	8400
8	Cleaner/Sweeper			Semi Skilled	6000

Notes

- i. The wages to be paid to workers by the service provider, as given above, is the gross amount to be paid by BMSICL. The service provider shall make the necessary statutory deductions from this amount as per rules prevalent.
 - ii. The wage amount payable shall follow all government regulations, like minimum wages rules etc. Accordingly, it can be enhanced/modified from time to time, and the service provider would bring such requirement of revision to the notice of BMSICL.
 - iii. BMSICL may revise the wages to be paid to workers who have been found to be better performing, or have previous work experience.
- e) The successful bidder shall be paid a commission/service charge at a certain percentage rate (of the wages as given above) as his fee for providing manpower services to BMSICL. No other payment shall be made to the bidder, except service tax, other taxes and similar other charges.

f) **Terms and conditions of contract**

General

1. The contract may be extended, on the same terms and conditions or with some addition/deletion/modification, for a further specific period mutually agreed upon by the successful service providing Company/Firm/Agency and BMSICL.
2. The contracting Company/Firm/Agency shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency without the prior written consent of BMSICL.
3. The requirement of manpower at BMSICL may increase or decrease during the period of the contract and the agency would have to provide additional manpower or reduce manpower whenever required on the same terms and conditions.
4. The agency will be bound by the details furnished by him/her to BMSICL, while submitting the tender. In case, any of such documents furnished by him/her is found to be false at any stage, it would be deemed to be a breach of terms of Contract making him/her liable for legal action besides termination of contract.
5. The contract can be terminated by either party ie BMSICL or the Manpower agency anytime during the contract period after giving one month's notice.

LIABILITIES, CONTROL ETC. OF THE PERSONS DEPLOYED.

6. The contracting agency shall ensure that the manpower deployed at BMSICL confirm to the technical specifications of age, educational and skill qualifications prescribed in para 5 under the "Scope of Work & other requirements" of the Tender Document.
7. The manpower would be required to work during normal working hours at BMSICL. BMSICL observes the Gazetted holidays notified by the Government of India/State Govt. from time to time. The manpower however, may be required to work beyond normal hours in emergencies.
8. The contracting Company/Firm/Agency shall furnish the following documents in respect of the individuals who will be deployed by it at BMSICL before the commencement of work.
 - a. List of persons deployed:
 - b. Bio-data of the persons.
 - c. Attested copy of date of birth certificate;
 - d. Character certificate from a gazetted officer of the Central/State Government;
 - e. Certificate of verification of antecedents of persons by local police authority.
 - f. Identity Cards bearing photograph.
9. In case the persons employed by the successful Company/Firm/Agency commit any act omission/Commission that amounts to misconduct /indiscipline/incompetence, the successful Company/Firm/Agency will be liable to take appropriate disciplinary action against such persons.

10. The tendering Company/Firm/Agency shall replace immediately any of its personnel who is found unacceptable to BMSICL because of security risks, incompetence, conflict of interest, improper conduct etc upon receiving notice from BMSICL.

11. The person deployed shall be required to report for work at 9.30 AM and would not leave before 6.00 PM. In case, person deployed is absent on a particular day or comes late/leaves early on three occasions, one-day wage shall be deducted.

12. The agency shall depute a coordinator who would be responsible for immediate interaction with the BMSICL so that optimal services of the persons deployed by the agency could be availed without any disruption.

13. The selected agency shall immediately provide a substitute in the event of any person leaving the job due to any reason. **The delay by the agency in providing a substitution beyond three working days shall attract a pre-estimated agreed liquidated damages @ Rs.200/- per day on the service-providing agency.**

14. It will be the responsibility of the service providing agencies to meet transportation, food, medical and any other requirements in respect of the persons deployed by it (Agency) and BMSICL will have no liability in this regard.

15. For all intents and purpose the service providing agency shall be the "Employer" within the meaning of different Labour Legislations in respect of the manpower employed at BMSICL. **The persons deployed by the agency at BMSICL shall not have and claims of Master and Servant relationship nor have any principal and agent relationship with or against BMSICL.** They shall in no case be entitled for claiming regularization/employment at BMSICL on the basis of having rendered services through the contractor.

16. The Service-providing agency shall be solely responsible for the redressal of grievances/resolution of disputes relating to person deployed. BMSICL shall, in no way be responsible for settlement of such issues whatsoever.

17. BMSICL shall not be responsible for any damages, losses, claims, financial or other injury to any person deployed by service providing agency in the course of their performing the functions/duties, or for payment towards any compensation.

18. The persons deployed by the service providing agency shall not claim nor shall be entitled to pay, perks and other facilities admissible to casual, ad-hoc, regular/confirmed employees of BMSICL during the currency or after expiry of the contract.

19. In case of termination of the contract on its expiry or otherwise, the persons deployed by the service providing agency shall not be entitled to and will have no claim or any absorption nor for any relaxation for absorption in the regular/otherwise capacity at BMSICL.

LEGAL

20. The tendering agency will be responsible for compliance of all statutory provisions relating to minimum wages, Provident Fund and Employees State Insurance etc. in respect of the persons deployed by it at BMSICL.

21. The tendering agency shall also be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to BMSICL to the concerned tax collection authorities from time to time as per existing rules and regulations.

22. The tendering agency shall maintain all statutory registers under the applicable law. The agency shall produce the same, on demand, to the concerned authority of BMSICL or any other authority under law.

23. The Tax at Source (TDS) shall be deducted as per the provisions of the Income Tax Department, as amended from time to time and a certificate to this effect shall be provided to BMSICL.

24. In case, the tendering agency fails to comply with any statutory/taxation liability under appropriate law, and as a result thereof BMSICL is put to any loss/obligation, monetary or otherwise, BMSICL 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.

FINANCIAL

25. The EMD in respect of the agencies which do not qualify the Technical Bid (First Stage)/Financial Bid (Second Stage) shall be returned to them without any interest. However, the EMD in respect of the successful tenderer shall be adjusted towards the Performance Security Deposit. **Further, if agency fails to deploy required number of manpower against the initial requirement within 10 days from the date of placing the order, the EMD shall stand forfeited without giving any further notice.**

26. In case of breach of any terms and conditions attached to this contract, the Performance Security Deposit of the agency will be liable to be forfeited by BMSICL besides annulment of the contract.

27. The agency shall raise the bill, in triplicate, on the basis of the attendance sheet sent by agency to BMSICL, in respect of the persons deployed and submit the same to BMSICL in the first week of the succeeding month. As far as possible the payment will be released by the second week of the succeeding month. The payment to the workers should be made through A/c payee cheque.

28. The claims in bills regarding Employees State Insurance, Provident Fund and Service Tax etc. should be necessarily accompanied with the documentary proof pertaining to the concerned monthly bill. A requisite portion of the bill/whole of the bill amount shall be withheld till such proof is furnished, at the discretion of BMSICL.

29. The amount of pre-estimated agreed liquidated damages calculated @ Rs.200/- per day per person on account of delay, if any, in providing a suitable substitute for the period beyond three working days by the agency shall be deducted from the monthly bills of the service providing Company/Firm/Agency in the following month.

30. BMSICL 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. General Instruction to Bidders

1. The tenders have been invited under two bid system i.e. Technical Bid and Financial Bid. The interested agencies are required to submit two separate sealed envelopes superscribing "Technical Bids for providing Manpower Services" and "Financial Bids for providing Manpower Services". Both sealed envelopes should be kept in a third envelope superscribing "Tender for providing Manpower Services".
2. The interested Companies/Firms/Agencies may submit their bid complete in all respects along with the earnest money deposit (EMD) for Rs.50,000/-, and other requisite documents in a sealed cover addressed to The Managing Director, Bihar Medical Services & Infrastructure Corporation Ltd., 5th Floor, Biscomaun Bhawan, Gandhi Maidan , Patna – 800001, vide Speed Post/Registered Post/Courier.
3. The last date and time of the receipt of tenders is 2.00 PM on 3rd October, 2013. The tenders will be opened at 3.00 PM on the same day i.e. 3rd October, 2013.
4. The technical bid would be opened and evaluated first. Financial bids of only those bidders who qualify in technical bid would be opened for evaluation.
5. The Earnest Money Deposit (EMD) of Rs.50,000/- (Rupees Fifty Thousand only), refundable, without interest, should necessarily be kept in the sealed cover containing Technical Bid of the agency in the form of Demand Draft/Pay Order drawn in favour of the Managing Director, Bihar Medical Services & Infrastructure Corporation Ltd, failing which the tender shall be rejected summarily.
6. The successful tenderer will have to deposit Performance Security Deposit equivalent to 10% of the estimated annual contract value in the form of DD/Bank Guarantee made in the name of The Managing Director, Bihar Medical Services & Infrastructure Corporation Ltd.
7. All the forms ie form A, B and C of this tender document needs to be filled in and submitted. All entries in the tender form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. No overwriting or cutting is permitted in the financial Bid Form. In such cases, the tender shall be summarily rejected. However, corrections, if any, in the Technical Bid Application must be initialled by the person authorized to sign the tender bids.
8. BMSICL reserves the right to annul any or all bids without assigning any reason.
9. All the documents listed/required for technical assessment and qualification (as listed in section C) shall be submitted with technical bid. Both Form A & Form B are to be submitted under the technical bid.
10. Form C ie the filled in Financial Bid needs to be submitted in a separate envelope.
11. All disputes would be under the region of Patna Jurisdiction.

C. Technical Qualifications and Requirements

1. The bidding Company/Firm/Agency should fulfil the following technical qualifications and furnish attested copies of documents evidencing compliance with these specifications:-
 - (a) The Registered Office or one of the Branch Offices of the Manpower Company/Firm/Agency should be located in Patna. Adequate Proof is to be submitted.
 - (b) The Company/Firm/Agency should have at least three years' experience in providing manpower to Public Sector Companies/Banks/ Government Department/reputed Private Companies. Proof of three years experience in the form of work-orders issued from the organisations with number of persons deployed by the agency each year in the last 3 years to be submitted
 - (c) The Company/Firm/Agency should have an annual turnover of not less than Rs. 50 lakhs in each of the past three financial years (2009-10, 2010-11 and 2011-12) or Rs. 150 lakhs in total in these three years combined. Audited/Certified copy of audited financial statement (balance sheet and P&L account) for these 3 years is to be submitted.
 - (d) The Company/Firm/Agency should be registered with Service Tax Department. (Attach attested copy of service tax no.) and Income Tax Department (Copy of last 2 years income tax return, PAN and TAN to be submitted)
 - (e) The Company/Firm/Agency should not be blacklisted by any government department/private agency. A notarized affidavit of non-blacklisting shall be submitted.
2. Attested copies of the documents indicating compliance with the above specifications/ requirements should be kept in the sealed envelope containing Technical bid.

D. Technical Qualification, Financial Bids and Finalization of Tender

1. Financial bids of only those bidders who have qualified in technical bid shall be opened.
2. The date of opening of financial bid shall be intimated separately to the successful technical bidders.
3. Bidders/service providers are required to quote their service charge in percentage terms up to two decimal points of the total amount of manpower wage cost.
4. The bidders quoting the lowest percentage of service charge shall be declared the lowest bidder and would get the award of this contract.

Form A
APPLICATION-TECHNICAL BID

For providing Data Entry Operators to BMSICL.

1. Name of Tendering Company/Firm/Agency _____
 (Attach certificate of registration)

2. Name of proprietor/Director of Company/Firm/Agency:

3. Full Address of Regd. Office: _____

Telephone No.
 FAX No.
 E-Mail Address

4. Full address of Operating Branch: _____

Telephone No:
 Fax No.:
 E-Mail Address:

5. (a) Banker of Company/Firm /Agency _____
 (Full Address)
 (Attach certified copy of statement of
 A/c for the last three years)
 (b) Telephone Number of Banker _____

6. PAN No. _____
 (Attach attested copy)

7. Service Tax Registration No. _____
 (Attach attested copy)

8. E.P.F. Registration Number _____
 (Attach attested copy)

9. E.S.I. Registration Number _____
 (Attach attested copy)

10. Financial turnover to the tendering Company/Firm/Agency for the last three Financial Years.
 (Attach separate sheet if space provided is insufficient)

Financial Year	Amount (Rs. Lakh)	Remarks, if any

11. Give details of the major similar contracts handled by the tendering Company/Firm/Agency during the last three years in the following format:

S.No	Details of client along address, telephone and FAX numbers	Amount of Contract (Rs. Lacs)	Duration of Contract	
			From	To
1.				
2.				
3.				

(If the space provided is insufficient, a separate sheet may be attached)

(Copies of work-orders from the organisations to whom services provided, to be attached)

12. Additional information, if any
(Attach separate sheet, if required)

Signature of authorized person

Date:
Place:

Name:
Seal:

ORDER FOR ARRANGEMENT OF DOCUMENTS WITH THE TECHNICAL BID:

1. Application – Technical Bid (Form A & B).
2. Attested copy of the registration certificate
3. Address Proof of office in Patna
4. Attested copy of PAN Card /TAN
5. Attested copy of the Service Tax registration letter / certificate.
6. Certified copy of bank statement of A/c for last three years
7. Attested copy of the last 2 years IT returns filed by the agency.
8. Attested copy of the PF registration letter/ certificate & ESI registration letter / certificate
9. Certified document in support of financial turnover of the agency - Audited Accounts of last 3 years
10. Certified documents in support of entries in column 11 of Technical Bid application ie copies of Work-Orders and years of experience certificate to be attached
11. Copy of the terms and condition at page 4 to 6 in Tender Document with each page duly signed and sealed by the authorized signatory of the agency in token of their acceptance.
12. Notarized affidavit of non-blacklisting (by any Govt. / Private institution) certificate containing a declaration to the effect of non-pendency of vigilance/CBI case against the agency

Form - B
DECLARATION

1. I, _____ Son/Daughter/wife of Shri -----signatory of the agency/firm mentioned above, is competent to sign this declaration and execute this tender document:

2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them:

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

Signature of authorized person (s)

Date:
Seal:

Full Name: Place:

Form - C
APPLICATION - FINANCIAL BID

Providing Manpower Service to BMSICL

1. Name of tendering Company/Firm/Agency: -----
2. Details of Earnest Money Deposit: Rs.50,000/- (Rupees Fifty Thousand Only) D.D/P.O. No. & Date:
Drawn on Bank:
3. Rate is to be quoted as below, excluding service tax.
Service Tax over the Service Charge would be paid to the agency as per the existent rates

S. N.	Type of Manpower	Type	Total wages to be paid to staff per month (including statutory deductions, as applicable)	Service Charge of manpower agency as % of wages (upto 2 decimal points)
1	Stenographer/ Office Assistant	Technical	14000	
2	Data Entry Operator	Technical	9500	
3	Driver	Skilled	9500	
4	Security Guard	Skilled	8600	
5	Electrician	Skilled	8600	
6	Plumber	Skilled	8600	
7	Office Boy/Peon	Skilled	8400	
8	Cleaner/Sweeper	Semi Skilled	6000	

Signature of authorized person

Date:
Seal:

Full Name: Place:

Note:

- The rate quoted by the tendering agency should be inclusive of all statutory/taxation liabilities at the time of entering into the contract.
- The payment shall be made on conclusion of the calendar month only on the basis of no. of working days for which duty has been completed by each worker.

Filled in Application – Financial Bid (as above) to be submitted in separate envelope