

No.12-6/2015
Government of India
Ministry of Health & Family Welfare
RAJKUMARI AMRIT KAUR COLLEGE OF NURSING
Website: www.rakcon.com E-mail: principal@rakcon.com
Tel. Nos. 2643 6788, 2643 5397 (Telefax)

Dated: 31/07/2015


**TENDER NOTICE FOR PROVIDING CONTRACTUAL UNSKILLED MANPOWER
THROUGH OUTSOURCING IN RAJKUMARI AMRIT KAUR COLLEGE OF NURSING**

1. The Acting Principal, Rajkumari Amrit Kaur College of Nursing (RAKCON), Lajpat Nagar, New Delhi – 11024 invites sealed bids separately in two parts (Part I-Technical and Part II-Financial) from eligible placement agencies for providing unskilled manpower on outsourcing basis for one year. The details of the engagement are given as under:-

S.No.	Name of the Post	Number required
1.	Chowkidar	5
2.	Safaiwala	7
3.	Masalchie	4
4.	Bearer	3

2. The date of issue of tender document is 17/08/2015 and the date of submission is 15/09/2015, 1500 Hrs. Tendered may download the Tender Documents from the RAKCON website i.e. www.rakcon.com or www.eprocure.gov.in and submit its tender by utilizing the downloaded document, along with the required non-refundable tender cost of Rs.1,000/- (Rupees One Thousand) only. Tender document cost is to be deposited in the form of DD/Pay Order drawn in favour of "PRINCIPAL, RAJKUMARI AMRIT KAUR COLLEGE OF NURSING" payable at New Delhi.
3. Bidders will be required to quote separately for all such elements like minimum wages required and all other statutory requirements like PF, ESI or any other taxes as may be applicable.
4. **Period within which the manpower is to be supplied:** Within 10 days of award of the contract.
5. The tender document is consists of five Annexures from I to V.
Annexure I : Scope of Work & general instructions
Annexure II : Terms & Conditions
Annexure III : Technical Bid
Annexure IV : Financial Bid
Annexure V : Undertaking




(Mrs. Santosh Mehta)
Principal
Rajkumari Amrit Kaur
College of Nursing (RAKCON)
Lajpat Nagar, New Delhi-110024.
Telefax: 26435397

ANNEXURE I

SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR TENDERERS

1. The Rajkumari Amrit Kaur College of Nursing, located at Lajpat Nagar, New Delhi-110024, requires the services of reputed, well established and financially sound Manpower Companies / Firms / Agencies to provide assistance for its officers / office.
2. The "Service Provider" Agencies/Firms/Contractor should be a reputed organization of proven track record, manpower capacity and have valid Registration Certificate, including registration with the Regional Labour Commissioner, EPF Registration, ESI Registration, TAN/PAN card, Service Tax Registration and up to date Service Tax clearance certificate and should have experience in similar line of business for more than 2 years towards out-sourcing of manpower as mentioned above, in any Government or Government aided organization, PSUs, Universities, Autonomous bodies and similar organizations. The service providers should have local office at Delhi for ensuring satisfactory fulfillment of contractual obligations.
3. The contract is likely to commence from the date of award of the contract and would continue for one year provided the requirement of the College for Manpower assistance persists at that time or may be curtailed/terminated before completion date owing to deficiency in service or substandard by the selected Company/Firm/Agency. The Principal, however, reserves the right to terminate this initial contract at any time after giving one week notice to the selected service providing Company/Firm/Agency.
4. The Rajkumari Amrit Kaur College of Nursing has initial requirement for:
 - (1) Chowkidar - 5
 - (2) Safaiwalas - 7
 - (3) Masalchies - 4
 - (4) Bearers - 3.Total manpower required 19.
5. The interested Companies/Firms/Agencies may put the tender document completed in all respects along with Earnest Money Deposit (EMD) and other requisite documents from 17-08-2015 to 15-09-2015 from 1000 Hrs. to 1500 Hrs. in the Tender Box kept in the office of Rajkumari Amrit Kaur College of Nursing, Lajpat Nagar, New Delhi-110024.
6. The various crucial dates relating to "Tender for Providing Man Power to Rajkumari Amrit Kaur College of Nursing are cited as under :
 - (a) Opening date and time of sale of Tender Document : 17-08-2015 from 10.00 Hrs. to 17.00 Hrs.
 - (b) Last date and time for sale of Tender document : 15-09-2015 up to 11.00 Hrs.
 - (c) Last date and time for submission of Tender document : 15-09-2015 up to 15.00 Hrs.
 - (d) Date and time for opening of Technical Bids : 15-09-2015 up to 16.00 Hrs.
 - (e) Date and time for opening of Financial Bids : 22-09-2015 up to 15.00 Hrs.
7. The tenders have been invited under **two bid system i.e. Technical Bid and Financial Bid**. The interested agencies are advised to submit Technical and Financial bids in separate sealed covers. And thereafter, both bids should be placed in the main sealed envelope super-scribed "Tender for providing contractual unskilled manpower" and should be addressed to The Principal, Rajkumari Amrit Kaur College of Nursing (RAKCON), Lajpat Nagar, New Delhi-110024.



Handwritten signature/initials

8. The Earnest Money Deposit (EMD) of Rs.5,000/- (Rupees Five Thousand only), refundable (without interest), should be necessarily accompanied with the Technical Bid of the agency in the form of Demand Draft/Pay Order drawn in favour of Principal, Rajkumari Amrit Kaur College of Nursing, New Delhi failing which the tender shall be rejected summarily. The amount of the earnest money shall be released to unsuccessful firms after the finalization of the contract.
9. The successful contractor will have to deposit a Performance Security Deposit Rs. 50,000/-, which will be forfeited in case the supply of Manpower is delayed beyond the stipulated period indicated at para no. 4 of tender notice or frequent absence from duty/ misconduct on the part of manpower supplied by the Agency, in the form of Fixed Deposit Receipt (FDR) made in the name of the Company/Firm/Agency but hypothecated to the Principal, Rajkumari Amrit Kaur College of Nursing, New Delhi covering the period of contract. In case, the contract is further extended beyond the initial period, the FDR will have to be accordingly renewed by the successful tenderer. The Performance Security Deposit can also be made through DD/PO in the name of "The Principal, R.A.K. College of Nursing" payable at New Delhi.
10. The information to be filled in by the tenderer is following; technical information in the Annexure III and the financial information in Annexure IV. The wages/emoluments should be based on minimum government wages/allowances attached with the posts in Delhi as on date. Both the annexures may be put in separate sealed covers and then in a single sealed cover, while submitting the proposal to this institute. The main sealed envelope/cover containing both the bids shall be superscripted as "Tender for providing of contractual unskilled manpower" and must reach to The Principal, Rajkumari Amrit Kaur College of Nursing, Lajpat Nagar, New Delhi-110024 **latest by 15.09.2015, 1500 Hrs.** The bids will be opened in the presence of representative of the agencies who may desire to participate in the bid opening. The Technical bid will be opened on the same day at 1600 Hrs. in the O/o undersigned. The financial bids of the successful bidders found technically qualified, will be opened on 22/09/2015 at 1500 hrs. in the O/o The Principal, Rajkumari Amrit Kaur College of Nursing (RAKCON).
11. The tendering Companies/Firm/Agencies are required to enclose photocopies of the following documents (duly attested by Group "A" Gazetted Officers of the Government of India or Class - I Officers of the State Governments), alongwith the Technical Bid, **failing which their bids shall be summarily/out rightly rejected and will not be considered any further :-**
 - (a) Registration Certificate;
 - (b) Copy of PAN / GIR Card;
 - (c) Copy of the IT Return filed for the last three financial years;
 - (d) Copies of EPF and ESI Certificates;
 - (e) Copy of the Service Tax Registration Certificate;
 - (f) Certified extracts of the Bank Account containing transactions during last three years.
 - (g) Certificate to the effect that the manpower supplied by agency has been engaged in any organization for last three years.
12. **The conditional bids shall not be considered and will be out rightly rejected in very first instance.**
13. 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.**



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However, the cuttings, if any, in the Technical Bid Application must be initialed by the person authorized to sign the tender bids.

14. The Technical Bid shall be opened on the scheduled date and time (**On 22-09-2015 at 15:00 Hrs.**), in the office of Principal in presence of Purchase Committee, headed by Principal of Rajkumari Amrit Kaur College of Nursing, New Delhi and the representatives of the Companies/ Firms / Agencies, if any, who wish to be present on the spot at that time.
15. The competent authority, Principal Rajkumari Amrit Kaur College of Nursing, reserves the right to reject any or all bids without assigning any reason.



Terms and conditions

1. The "Service Provider" Agencies/Firms/Contractor should produce satisfactory work completion certificate of appropriate value of work and **certificate showing annual turnover** for minimum two preceding years for not less than 50% of the estimated cost of the present contract.
2. Bids shall remain valid for **90 days** after the date of bid opening prescribed by the undersigned.
3. Initially contractual engagement through outsourcing for each post will be for a period up to one year from the date of award of the contract, subject to review of performance every three months and will be extendable at the discretion of this department after expiry of contract.
4. The service providers shall provide the required number of manpower within a period of ten days from the date of award of the contract and failure to comply with the same or found deficient in service shall invite forfeiture of the performance security deposit and legal proceeding for the omission/deficiencies in service. The number of posts is tentative and may increase or decrease as per requirement as decided by competent authority.
5. The Principal, Rajkumari Amrit Kaur College of Nursing reserves right to terminate the contract during period of contract after giving a week's notice to the contracting agency.
6. The decision of The Principal, RAJKUMARI AMRIT KAUR COLLEGE OF NURSING to accept or reject any technical bid/financial bid shall be final and no grievances will be entertained in this regard.
7. The tenderer will be bound by the details furnished by him / her to the College, while submitting the tender or at subsequent stage. 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.
8. **Security considerations:** The persons supplied by the agency should not have any negative police record/criminal cases pending against them. The agency should make adequate enquiries about the character and antecedents of the persons whom they are recommending. The service provider shall ensure deployment of suitable persons from proper background after investigation by the local police collecting proofs of identity like driving license, bank account details, previous work experience, proof of residence and recent photograph and a certification to this effect submitted to this Department. The agency shall withdraw such employees who are not found suitable by this office for any reasons immediately on receipt of such a request.
9. The service provider will also ensure that the personnel deployed are medically fit and will keep in record a certificate of their medical fitness.
10. The service provider shall ensure proper conduct of his/her persons in office premises and enforce prohibition of alcoholic drinks, pan, smoking, loitering without work.
11. The service provider has to provide the Photo Identity Cards to the persons employed by him/her for carrying out the work. These cards are to be constantly displayed & their loss reported immediately.
12. The service provider will provide suitable uniform to the personnel deployed by him/her at RAKCON. The colour and quality of the uniform would be decided with mutual consent.
13. The contractor shall replace immediately any of his personnel (if they are unacceptable to the Principal because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct) upon receiving written notice from RAKCON office.
14. O/o the Principal, RAKCON shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel of the service provider.



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15. The contractor's deployed personnel working should be polite cordial, positive and efficient while handling assigned work and their actions shall promote goodwill and enhance the image of this office. The contractor shall be responsible for any act of indiscipline on the part of the persons deployed by him.
16. The contractor shall not assign, transfer, pledge or sub contract the performance of service assigned to him to any other person or entity in any way to others.
17. The persons engaged by the contractor's shall not claim benefits/compensation/absorption/regularization of services with office under the provision of Industrial Disputes Act, 1947 or Contract Labour (Regularization and Abolition) ACT 1970. **Undertaking from the person to this effect will be required to be submitted by the service provider to this office.**
18. For all intents and purposes, the service providing agency shall be the "Employer" within the meaning of different Labour Legislations in respect of manpower so employed and deployed in this College. The person deployed shall not claim any master and servant relationship against the office.
19. The service provider shall engage the necessary person as required by RAKCON office from time to time. The said persons engaged by the service provider shall be the employees of the service provider and shall be the duty of the service provider to pay their salary/wages every month. The service providing agency shall be solely responsible for the redressal of grievances/resolution of disputes relating to person deployed. Further the said person of the service provider shall not claim any absorption.
20. The transportation, food, medical and other requirements in respect of each personnel of the service provider will be the responsibility of the service provider.
21. Working hours would normally be 8 hours per day in shift wise. However, the concerned persons may have to work beyond designated shift, if there is urgency. The person may also be called on weekly off and other gazetted holidays if required.
22. The service provider, after payment to these personnel, will submit the pre receipted bill along with the copy of attendance duly certified by the officers of RAKCON under whom they may be made to work in triplicate in the first week of succeeding month thereafter, the payment will be released to the firm through ECS for which the detail of account; such as account number, PAN number, MICR/RTGS code, name of bank and address etc. should be submitted by the firm.
23. The service provider will provide the required personnel for a shorter period also in case of any exigencies as per the requirement of the RAKCON office.
24. One Supervisor will have to be posted by the contractor at his/her own cost and maintenance, to supervise the work of the supplied manpower.
25. The service provider shall provide a substitute well in advance if there is any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the over lapping period of the substitute shall be the responsibility of the service provider.
26. **The service provider shall be responsible for contribution towards provident fund, employee's state insurance and other statutory payments/liabilities etc., wherever applicable.** The transportation, food, medical and other statutory requirement under the various Acts/Govt. Regulations in respect of each personnel of the service provider will be the responsibility of the service provider. This shall include payment of PF, ESI and Service Tax etc. However, payments in respect of PF, ESI etc. or any such other statutory requirements to the successful contractor shall be made subject to furnishing of proof of such payments to the concerned authorities indicating the PF No., ESI No. etc. of the outsourced persons every month without fail and before submitting bills for the subsequent months. The bills should be for reimbursement of the actual amount to the service rendered by the contractor.



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27. There shall be an automatic increase in the minimum wages of the personnel provided by the service provider consequent upon any increase on such account affected by any Govt. orders.
28. Payment to the service provider would be strictly on certification by the officer, with whom the concerned person is attached, that his/her services were satisfactory and attendance as per the bill provided by the service provider. The agency's workers will under the overall supervision and direction of the Principal, RAKCON.
29. The service provider shall be contactable at all times, all messages sent by mobile/landline phone/e-mail/FAX/special messenger from Principal to the service provider shall be acknowledged immediately on receipt and on the same day.
30. **The agency should be registered with concerned government authorities i.e., Labour Commissioner/Provident Fund Authorities/Employee's State Insurance Corporation/Service Tax etc., and a copy of the said registration should be submitted.**
31. The agency should submit its PAN and Service Tax Registration Number.
32. In case bidder submits any forged / irrelevant / misleading documents or information, the bid will be rejected and EMD forfeited.
33. Each page of both the bids and cuttings/corrections on Technical bid shall be duly signed and stamped by the bidder. Failure to comply with may result in rejection of the bid.
34. Escalation clause shall not be accepted on any ground during the period the contract is in force.
35. The award of the contract will be subject to the fulfillment of the conditions laid down in rule 157, 158 and 160 of GFR 2005, and as amended from time to time.
36. Any attempt of canvassing on the part of the bidder, directly or indirectly, after submission of tender to influence the authority to whom he has submitted the tender or authority who is competent to finally accept it or any endeavor to secure any interest for an actual or prospective bidder or to influence by any means such tenders are liable to be rejected.
37. Offers received through Email / Fax / Open / Without EMD/Incomplete/Late/Delayed shall be rejected out rightly. In case the specified date for the submission of offers is declared as a closed holiday for offices, the bid-closing deadline shall automatically stand extended to the next working day up to the same time.
38. Tendering agency shall also be liable for depositing all taxes, levies, cess, Service Tax etc. on account of service rendered by it to Rajkumari Amrit Kaur College of Nursing, to concerned tax collection authorities from time to time as per extant Govt. rules and regulations on the matter.
39. The tendering agency shall maintain all statutory registers under the applicable Law which shall be provided to the agency by the College on its requirement, if made in writing to the RAKCON. The agency shall produce the same, on demand, to the concerned authority of the College.
40. The Tax Deduction at Source (T.D.S.) shall be done as per the provisions of Income Tax Department, as amended from time to time and a certificate to this effect shall be provided to the agency by this College.
41. In case, the tendering agency fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof the College is put to any loss / obligation, monetary or otherwise, the College 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.
42. The Principal, RAKCON reserves the right to accept/reject any or all the offers/extend the date for receipt/opening of the bids/cancel the whole tender proceedings without assigning any reason whatsoever. The right of selection rests absolutely with The



Principal, RAKCON and its decision in this regard shall be final and binding on the bidders.

43. Any dispute arising out of the contract will be settled within the jurisdiction of Delhi Courts.



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TECHNICAL BID

To,

The Principal,
RAJKUMARI AMRIT KAUR
COLLEGE OF NURSING,
Lajpat Nagar IV, New Delhi-110024.

Technical bid should include the following information in brief along with the self-attested photocopies of these documents. All documents should be neatly indexed and page numbered.

1. Name of the company.
2. Address of the company.
3. Proof of Incorporation/ inception of the agency.
(Attach Certificate of Registration)
4. EPF Registration details.
5. ESI Registration details.
6. PAN/TAN number.
7. Service Tax Registration Number.
8. Details regarding designation, address and contact numbers of the person to whom all references shall be made regarding this tender.
9. Name of the organization/ Government Institutes where the manpower was supplied during last two years with certificates.
10. Any other relevant information.

On the basis of the information furnished, the agencies will be graded. Financial bid of only the qualified bidder (based on grading) will be eligible for opening of the financial bid.

The above information/documents should not be more than one page in each case.


Name and signature of the authorized
signatory of the agency along with seal





ANNEXURE IV

FINANCIAL BID

To,

The Principal,
RAJKUMARI AMRIT KAUR
COLLEGE OF NURSING,
Lajpat Nagar IV, New Delhi-110024.

Subject: Tender notice for providing of contractual unskilled manpower through outsourcing in the Rajkumari Amrit Kaur College of Nursing, Lajpat Nagar, New Delhi - regarding.

Madam,

With reference to your letter No.12-06/2015 dated 31.07.2015 on the subject mentioned above; I/we quote the rates for above mentioned work as under:

S.No.	Service Charges (Inclusive of all expenses and overheads) (as % of total remuneration payable to outsourced persons)	
	(In figures)	(In Words)
1.		

+ Service tax as applicable as per notification of Government of India

• These columns are mandatory and should be filled neatly failing which financial bid is liable to rejection.

Note:

1. If the financial bid of the two or more agencies is found to be the same, the agency will be selected on the basis of the grading of technical bid.
2. The lowest bidder (L 1) will be determined on the basis of the quotation rates submitted by the agency in respect of the majority of the posts.
3. The persons provided by the service provider will be paid monthly remuneration at the rate applicable in Delhi.

I/we accept all the terms and conditions of your letter referred to above.

Name and signature of the authorized
signatory of the agency along with seal



UNDERTAKING BY THE BIDDER

DECLARATION

Declaration letter on official letter head stating the following:-

1. I/We _____
Son/Daughter/Wife of Shri/Smt. _____
signatory of the agency/firm mentioned above is competent to sign this declaration and execute this tender document.
2. I/We have carefully read and understood all the terms and conditions of the tender and undertake to abide by them.
3. We are not involved in any major litigation that may have an impact of affection or compromising the delivery of service as required under this tender.
4. We are not black-listed by any Central/State Government/Public Sector Undertaking in India.
5. The information/documents furnished along with the above application are true 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.

Yours faithfully,

(Signature of Authorized Person)

Place: _____

Name _____

Date: _____

Designation _____

Business Address: _____

Seal _____

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