

## TENDER DOCUMENT AND TERMS AND CONDITIONS

**Filling up of 2 posts of Technical Assistant Radiation Safety on outsourced basis in the Directorate of Health Safety and Regulation Himachal Pradesh Shimla – 171002, as per approval of H.P. Govt. vide letter No. Health-C(B)2-1/2019 dated 13.08.2019.**

For the purpose of ensuring the fulfilment of regulatory requirement of AERB for diagnostic X-Ray facility in the State, the Govt. has conveyed the approval to fill up two posts of Technical Assistant Radiation Safety in the Directorate of Health Safety and Regulation Himachal Pradesh Shimla – 171002, through service provider on outsource basis, on following terms and conditions: -

1. The service provider shall ensure the deployment of suitable Bonafide Himachali Candidates.
2. The personnel deployed by service provider should be polite, cordial, positive and efficient. While handling the assigned work, their actions shall promote good will and enhance the image of the institution. He shall be responsible for any act of indiscipline on the part of persons deployed by him.
3. The personnel deployed by the service provider should fulfil eligibility criteria viz. educational qualification, technical qualification and experience prescribed for the post as specified in scope of work.
4. The department shall pay minimum of pay band and grade pay or minimum wages to the outsourced manpower as notified by the Govt. from time to time and admissible employer share of EPF and ESI.
5. The person deployed shall not claim any Master & Servant relationship against DHSR.
6. The persons engaged by the service provider shall be the employees of the service provider and it shall be the duty of the service provider to pay their salary every month by ensuring minimum wages notified by the Government of H.P. from time to time.
7. The character and antecedents of each personnel of the service provider will be got verified by the service provider before their deployment and a certification to this effect will be given to DHSR invariably.
8. Working hours would be normally of eight hours including half hour lunch break as per Govt. instructions.
9. The person may be called on second Saturday, Sunday and other Gazetted Holidays or may be asked to perform duty even after 5.00 PM / night shift in the exigencies of services.
10. 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.

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11. The service provider shall replace immediately any of its personnel, if they are unacceptable to the Department because of incompetence, conflict of interest and breach of confidence or improper conduct upon receiving written notice from office.
12. The Director, Health Safety & Regulation H.P. may require the service provider to dismiss or remove from the site, any person or persons deployed by the service provider, who may be incompetent or for his / her misconduct and service provider shall forthwith comply with such requirements.
13. The service provider shall not assign, transfer, pledge or sub contract the performance of services without the prior written consent of DHSR.
14. The service provider shall ensure proper conduct of his person(s) in office premises and enforce prohibition to the consumption of alcoholic drinks, smoking, loitering without work.
15. Payments to the person(s) of service provider would be strictly on certification by the office concerned where he is attached on the basis of satisfactory performance and attendance as per bill preferred by the service provider.
16. An Earnest Money Deposit of Rs. 10,000/- in the form of Demand Draft drawn in favour of Director, Health Safety & Regulation, H.P. shall be furnished by the Service Provider, failing which tender shall be rejected straight way.
17. Proforma for Price Bid (Form-I) is enclosed which will contain the information of rates for engagement of manpower.
18. The EMD of successful bidder shall be kept as security against the contract and the EMD of unsuccessful bidders will be refunded after finalization of contract.
19. Director, Health Safety & Regulation, H.P. reserves the right to cancel the contract at any stage without assigning any reason.
20. The wages of manpower to be deployed by the service provider in the Directorate of Health Safety and Regulation Himachal Pradesh do not cover under minimum wages notified by Government. They shall be paid initial of pay band + Grade Pay of the post without any allowance along with employer share of EPF and ESI as under: -

Sr. No.	Name of the Post	Minimum wages / Pay
1	Technical Assistant Radiation Safety	Rs. 10300-34800 + 3800

21. The successful bidder shall also ensure the compliance to the instructions / guidelines issued by Finance Department, Govt. of Himachal Pradesh vide letter no Fin ©-B(15)-8/2013 dated 01-07-17.
- a) The service provider shall provide eligible statutory benefit such as ESI Contribution, EPF contribution to the workers / employees provided by him / her, by due date. The employer share of EPF and ESI shall be borne by the Department of Health Safety & Regulation, H.P. Shimla.

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- b) The increase in emoluments may be considered whenever the state Government increases minimum wages.
- c) The staff hired by Service Provider will be entitled to the Maternity leave as per the provisions of Maternity Benefits Act, 1961 and the cost of maternity leave benefits shall be borne by the borrowing department through service provider. The cost of maternity leave may be borne by ESIC at such places where ESI Scheme is being implemented and the outsourced manpower is covered under ESI Scheme.
- d) The staff engaged through service provider will be entitled to such holidays, as may be approved by the department taking into account the requirement and exigency of service.
- e) Employees / Staff hired by the Service Provider for providing services to Government Department will be entitled to medical leave of 06 (Six) days and 12 days casual leave in a calendar year (i.e. one casual leave after putting one-month service) which will not be carried forward to the next year. The cost of the casual leave & medical leave will be borne by the department.
- f) The manpower engaged on out outsource basis will not be entitled for the wages for the period of absence either without the approval of competent authority or in case no leave of kind due and admissible is in his / her credit.
- g) In case there is a need for staff engaged through service provider to travel outside Headquarters, the Society / Department may allow payment, as part of the service contract for TA and DA at the rate of Rs. 130/- per day for travel within the State and Rs. 200/- outside the State as per rates prescribed by the Finance Department.
- h) Reimbursement of travelling expenses shall be allowed to such staff deployed in Society / Department on outsourcing basis which is deputed at outstation in connection with the affairs of the Department / Society.
- i) It would be ensured that the outsourced staff is paid through RTGS, into his / her account by the service provider. The payment of salary is to be made by 7<sup>th</sup> of the following month.
- j) The Department / Society will periodically ensure that service providing agency is making full payment of prescribed wages and other benefits like ESI and EPF etc. to the outsourced staff.
- k) In case of any violation / contravention of the preceding condition or there is any complaint from staff side regarding nonpayment of wages and benefits, the Department / Society shall take necessary action against the Service Provider as it deems fit.

#### 22.1 SCOPE OF WORK: -

To use scientific techniques and equipment to measure and monitor radiation, assess risks and ensure the safety of the workplace, the general public and the environment, working within both nuclear and non-nuclear industries. To give advice and guidance

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about the possible hazards of ionising radiation, such as x-rays, as well as radioactive materials and waste. This can include advising about legal requirements and making recommendations for design improvements. Also advise on non-ionising matters, such as radar, mobile phone mast, laser and ultraviolet light radiation.

**Scope of work within a particular area, such as:**

- Industry
- Medicine
- Regulation
- Research
- Teaching.

**Responsibilities**

The responsibilities will depend on the area of radiation protection at work place. However, it is necessary to:

- ensure that radiation safety regulations are observed
- draw up and implement radiation protection policies and procedures
- monitor and maintain records of radiological and environmental conditions
- develop and review radiation protection systems and inspect their operation
- liaise with management and the workforce (including plant managers, designers, engineers, laboratory staff, academics, accountants and other health and safety professionals) on matters of radiation safety and legislation
- ensure all staff are fully trained and supervised
- provide a dosimetry service and measuring radiation, using both basic and complex scientific equipment
- assess radiation risks in the workplace and advise on the design of plant, equipment and waste disposal to ensure safety
- ensure all equipment and devices are maintained properly
- assess the impact of releasing radioactive material on the environment
- advise on the safe transport of radioactive materials
- prepare emergency plans and contingency procedures for responding to radiation incidents
- lead and coordinate enquiries into accidents or incidents
- visit companies to provide radiation protection consultancy and write reports based on these visits
- liaise with inspectorate and other bodies
- identify training needs and lecture and/or train other staff.

**22.2 QUALIFICATIONS OF MANPOWER REQUIRED TO BE DEPLOYED: -**

Name of the post 1	Academic Qualification(s) 2	Professional Experience 3
Technical Assistant Radiation Safety	Graduation in Physics and 2 years training in Radiation Technology or Equivalent  OR	If any
	BSc. degree in Diagnostic Radiology or Equivalent from a recognized University	If any

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**22.3 Experience: -**

The candidates having working experience of Govt. / private health institutions as per column number: 3 above, shall be preferred for outsourcing of manpower.

**23. ELIGIBILITY CONDITIONS FOR TENDERERS: -**

**23.1**

- a. The tenderer should have atleast three years' experience for providing / outsourcing manpower in Government Departments / Public Sector Undertakings / Boards / Corporations / Autonomous Bodies.
- b. The tenderer should be financially sound and documentary proof to this effect alongwith Balance Sheet for the years 2016-17, 2017-18 and 2018-19 respectively may be attached.
- c. The tenderer should have registered office in Himachal Pradesh (Proof to be attached)
- d. The tenderer should have valid PAN, GST TIN, EPF and ESI registration number and registration from the department concerned for supply of manpower (copies to be attached).
- e. The tenderer shall submit a declaration that he / she is not black listed by any State or Central Agency (self-certificate is to be provided).
- f. The tender document is non-transferable i.e. only that firm can submit the tender which has obtained the tender document in its name.

23.2 A prospective tenderer requiring any clarification of the tender document may seek the same from Director, Health Safety & Regulation, H.P. in writing.

**24. PLACE AND PERIOD OF SERVICE CONTRACT**

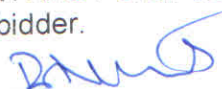
24.1 The Service Contract is for providing manpower to the Directorate of Health Safety and Regulation Himachal Pradesh Shimla - 171002.

24.2. The Director Health Safety & Regulation at its sole discretion may outsource above manpower to any other offices working under his administrative control throughout the State as per the rates approved in the tender on the same terms and conditions.

24.3 The service contract period shall be initially for 1 year. However that can be extended for further period on year to year basis subject to satisfactory performance.

**25. SERVICE CONTRACT SCHEDULE**

25.1 The entire scope of SERVICE CONTRACT shall be effective from the date of signing of agreement by successful bidder.



26. **VALIDITY OF OFFER** The offer of the tenderers shall remain valid for acceptance for a period of 90 days from the date of opening of tender.

27. **DOCUMENTS COMPRISING THE TENDER**

27.1 The Tender submitted by the Tenderer shall comprise of:

- a) Earnest Money in a separate cover with superscription as 'Earnest Money'
- b) Undertaking that the tender shall remain valid for a period of 90 days.
- c) Details and documentary proof of work performed as Service Contract / Provider in Government Departments / Public Sector Undertakings / Board / Corporations / Autonomous Bodies. Details of company's support infrastructure.
- d) A declaration that the information furnished in the tender document is correct to the best of his / her knowledge and belief.
- e) Form of Financial Tender as specified in Form-I.
- f) The following documents, which are not required to be submitted with the tender, will be deemed to be part of the tender.
  - (i) Notice inviting tender.
  - (ii) Instructions to the tenderers.
- g) Any other information / documents required to be completed and submitted by tenderers,

28. **SEALING AND MARKING OF TENDERS**

28.1 The Tenderer shall place the two separate envelopes (called inner envelope) with superscription as "EMD for tender" and other as "Price Tender" in one outer envelope.

28.2 The inner and outer envelopes containing the Tender shall:

- a) Be addressed to the Director, Health Safety & Regulation, H.P. Red cross Bhawan, near Raj Bhawan Shimla-2.
- b) The inner Envelope marked as "EMD for tender" shall contain the EMD as specified in Clause No 16.

28.3 The inner envelope with superscription as "Price tender" shall contain price schedule as specified in clause No. 17.

29. In case of any deviation from these terms and conditions, the offer of such tenderer shall be rejected and shall not be considered for evaluation.

30. **PAYMENT TERMS**



30.1 100% payment (monthly basis) towards SERVICE CONTRACT will be made within 15 days after the receipt of bill for a particular month

30.2 The Director Health Safety & Regulation, H.P. Shimla will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required EMD has been furnished, whether the documents have been properly signed and whether the tenders are generally in order. The incomplete tenders, tenders with invalid EMDs, unsigned tenders or tenders not supported with original documentary evidence shall be rejected.

30.3 Arithmetical errors will be rectified on the spot.

30.4 A tender determined as not substantially responsive will be rejected by the Tender Committee and may not subsequently be made responsive by the tenderer by correction of the non-conformity.

**31. Tender will be evaluated on the basis of percentage of administrative charges quoted by service provider.**

**32. SERVICE LEVEL OF AGREEMENT (SLA)**

32.1 In case the service provider / agency fails to provide minimum manpower at any point of time or fails to provide substitutes at the time of leave / absence / resignation of the manpower provided, a deduction of Rs.200/- per day per manpower shall be made from the monthly bills of the service provider through deduction certificates.

**33. SIGNING OF CONTRACT**

34.1 The successful tenderer shall enter into a Contract Agreement within 7 days after awarding of contract.

**35. ARBITRATION & CONCILIATION ACT**

35.1 Except where otherwise provided in the contract, all questions and disputes arising out of or relating to the contract shall be referred to the arbitrator appointed by Director, Health Safety & Regulation, H.P.

35.2 All disputes or differences shall be settled in accordance with the provisions of the Arbitration and Conciliation Act, 1996, or any Statutory modifications. The venue of Arbitration shall be at Shimla. The Court at Shimla shall have exclusive jurisdiction.

**36. TERMINATION OF CONTRACT**

36.1 In case of unsatisfactory services on the part of contractor are reported, Director, Health Safety & Regulation, H.P., reserves the right to terminate the Service Contract after giving one-month advance notice. The performance EMD / Security deposit in that case shall also be forfeited. Any payment due, in case of non-satisfactory services, shall also not be paid irrespective of the provisions in the contract elsewhere.

**37. INCOME TAX LIABILITY**

37.1 The tax deduction at source (TDS) under Income Tax Act, shall be made by the Department / Society as per rate applicable from time to time, from the monthly bills of the service provider.

**38. GOODS AND SERVICE TAX**

The Goods and service tax as applicable as per notifications of GOI from time to time during the currency of the contract shall be paid accordingly. The tenderer has to provide GST TIN number with the tender.

*Per M. L. S.*



**Form No. I**

**DIRECTOR, HEALTH SAFETY & REGULATION, HIMACHAL PRADESH, SHIMLA-2**

**TECHNICAL BID**

1	Name of Firm / Company	
2	Address of Registered Office	
3	Type of Organization (Whether Limited Company / Private Ltd. Company / Partnership Firm / Sole Proprietorship concern)	
4	Registration No.	
5	Registering authority	
6	Name of Managing Director / Managing Partner / Proprietor	
7	Contact Nos.	
8	Fax No.	
9	E-mail id	
10	Website, if any	
11	Addresses of Offices outside of Himachal Pradesh with name of contact person and contact nos. (please use separate sheet if so required)	
12	Core Business of the Company / Firm	
13	Year of establishment	
14	Total manpower employed by the company / firm as on the date	
15	Manpower outsourced to Govt. departments / organization as on 31 <sup>st</sup> March, 2019	
16	Manpower outsourced to Private Sector as on 31 <sup>st</sup> March, 2019	
17	Annual Gross Turnover during last 3 years 2016-17 2017-18 2018-19	
18	Annual turnover from Manpower outsourcing 2016-17 2017-18 2018-19	
19	PAN	
20	GST TIN / Service Tax Registration No.	
21	ESI Registration No.	
22	EPF Registration No.	
23	What methodology you generally opt for recruitment of manpower	
24	Any other relevant information, you wish to	

Signature and seal of Tenderer