जवाहरलालस्नातकोत्तरआयुर्विज्ञानशिक्षाएवंअन्संधानसंस्थान JAWAHARLAL INSTITUTE OF POST GRADUATE MEDICAL **EDUCATION & RESEARCH**



(स्वास्थ्यएवंपरिवारकल्याणमंत्रालय, भारतसरकारकेअधीनराष्ट्रीयमहत्वकासंस्थान) (An Institution of National Importance under Ministry of Health & Family welfare)



धन्वंतरिनगर, प्द्च्चेरी/ Dhanwantari Nagar, Puducherry- 605 006

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[News Paper Advertisement]

EoI No.JIPMER/P/2017/ADMN.-I

Dated: 6 MAR 2018

NOTICE INVITING EXPRESSION OF INTEREST

Name of work:

"OUTSOURCING OF 22 PHARMACISTS IN JIPMER, PUDUCHERRY-6."

Sealed Expressions of Interest (EoI) invited in two bid system from eligible Man Power Providers/Service provider Agencies/Firms having valid Registration Certificate, including registration with the Regional Labour Commissioner, EPF Registration, Service Tax Registration, and PAN Card, up to date- VAT clearance certificate, /GST Registration Certificate etc. with at least 3 years' experience in the relevant field, for Outsourcing of 22 Pharmacists in JIPMER, Puducherry-6.

The Hard copy of the Annexures in the last part of this EoI Notice may be downloaded, filled-up and invariably attached along with the EoI document to be submitted by the interested, eligible Man Power Providers/Service provider Agencies/Firms. EoIs without these Annexures will be summarily rejected.

For downloading full text of the EOI and other terms and conditions, please visit www.jipmer.puducherry.gov.in

Date from which EoI documents can be downloaded

: 07-03-2018, 4:30 PM onwards

Date for pre bid meeting

: 26-03-2018, 3:00PM to 4.30 PM

Last date and time for submission of completed EoI documents : 06-04-2018, 4:30 PM

Date and time for Opening of EoI (Technical Bid)

: 09-04-2018, 10:00 AM

The completed EoI (Technical Bid & Price Bid) should be submitted on or before the closing date and time of submission at the following address. Any EoI document submitted beyond the closing time and date will not be considered.

The Deputy Director (Admin) Administrative Block JIPMER, Dhanvantari Nagar Gorimedu, Puducherry - 605 006.

Deputy Director (Admin)

JIPMER

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NOTICE INVITING EXPRESSION OF INTEREST

EoI DOCUMENT FOR OUTSOURCING OF 22 PHARMACISTS

IN JIPMER, PUDUCHERRY-6.

- 1. Expressions of Interest invited in sealed covers in two bid system from eligible Man Power Provider/Service Provider Agencies/Firms having valid Registration Certificates, including registration with the Regional Labour Commissioner, Contract Labour (R&A) Act-1970, EPF Registration, and other essential registrations along with PAN Card, up to date VAT clearance certificate/ GST Registration certificate for taking up the Out-Sourcing of 22 Pharmacists in JIPMER, Puducherry-06.
- 2. The Pharmacists engaged through outsourcing will be paid a consolidated pay/emolument of Rs. 29,200/- (Rupees Twenty Nine thousand two hundred only) per month.
- 3. The Man Power Provider/Service Provider Agencies/Firms having good track record, manpower capacity and relevant experience only are eligible to apply. Interested, eligible Man Power Provider/Service Provider Agencies/Firms should produce a certificate showing a minimum annual turnover of at least Rs. 50,00, 000 (Rupees Fifty Lakhs) or above for the preceding 3 years along with the copies of the Work Orders issued to them from other institutions.
- 4. A Demand Draft for **Rs.5000/-(Rupees Five thousand only)** towards the cost of the EoI document to be drawn in favour of "**The Accounts Officer, JIPMER, Puducherry-6.**", payable at Puducherry 6 shall be enclosed along with the EoI.
- 5. A Demand Draft for **Rs.5,00,000/-(Rupees Five lakhs only)** towards the Earnest Money Deposit to be drawn in favour of "**The Accounts Officer, JIPMER, Puducherry-6.**", payable at Puducherry 6 shall be enclosed along with the EoI.
- 6. The EoI should be submitted in two sealed covers.
 - a) One sealed cover should be super scribed as "TECHNICAL BID " and should contain
 - i) Checklist of documents submitted (as in **Annexure-I**)
 - ii) The duly filled in **Proformas** (as in **Annexure II & III**).
 - iii) Profile showing Work Orders of similar nature.
 - iv) Demand Draft towards the cost of EoI document for Rs. 5000/-
 - v) Demand Draft towards the EMD for Rs.5,00,000/-

- vi) All other required documents like Labour, EPF, IT, VAT, Service Tax Registrations/GST Registration etc.
- b) The other sealed cover should be superscribed as "FINANCIAL BID in r/o EoI for Outsourcing of Pharmacist in JIPMER, Puducherry-6".

The sealed covers should be addressed to:

The Deputy Director (Admin),

Administrative Block, JIPMER

Dhanvanthri Nagar, Gorimedu, Puducherry - 605 006

- 7. EoIs received after the closing date and time will be summarily rejected. Incomplete and conditional EoIs shall not be accepted.
- 8. The Technical Evaluation Committee of JIPMER will assess the ability of the Man Power Provider/Service Provider Agencies/Firms participating in the bid to render the requisite services based on their profile and on such other criteria as it may fix.
- 9. The financial bids of only those Man Power Provider/Service Provider Agencies/Firms who qualify in the Technical Bid will be opened for further assessment.
- 10. The Bidders are required to submit the cost of the EoI document by way of a D.D drawn in favour of the Accounts Officer, JIPMER, along with the attested copies of valid Registration Certificate, EPF Registration, ESI Registration, Pan-card and Up-to date VAT & Service Tax Clearance /GST Registration certificate along with the bid documents, failing which the Bidder shall be declared as non-responsive and the bid will be summarily rejected.
- 11. The Bidders also should submit a self-undertaking accepting all the terms and conditions of JIPMER along with their EoI document without which the EoI will be summarily rejected.
- 12. If any of the EoIs are rejected for any reasons the cost of the EoI document will be forfeited in favour of JIPMER. No claim in this regard will be entertained at any point of time.
- 13. The Bidders, while submitting the EoIs, shall furnish an undertaking along with the EoIs about the authenticity of the EoI document. Conditional EoIs will not be accepted under any circumstances.
- 14. The Demand Draft produced along with the EoI should be drawn on any Scheduled Bank in favour of the "The Accounts Officer, JIPMER, Puducherry-6, payable at Puducherry 6.
- 15. Other details can be obtained from the bidding document given below.
- 16. The Competent Authority of JIPMER reserves the right to reject any or all the EoIs without assigning any reasons thereof.

Rights to accept or reject EoIs:

- A. The EoI is liable to be rejected inter-alia:
 - a) If it is not in conformity with the instructions mentioned in the EoI document.
 - b) If it is not properly signed by the Bidder.
 - c) If it is received by telex or telegram.
 - d) If it is received after the closing date and time.
 - e) If the cost of the EoI Document and the Earnest Money Deposit are not enclosed with the EoI by way of D.D.
 - f) If it is not accompanied with proper documents.
 - g) If a list of manpower available with the firm with their qualifications is not enclosed along with the EoI document.
 - h) If the self-undertaking accepting the terms and conditions of the EoI is not submitted along with the EoI document.
- B. JIPMER reserves the right to:
 - a) Accept / Reject any of the EoIs in full or part thereof.
 - b) Revise the requirement at any time or at the time of placing the order.
 - c) Add, modify, relax or waive any or all of the conditions stipulated in the EoI Specifications, wherever deemed necessary.
 - d) Reject any or all the EoIs in part or full without assigning any reasons thereof.

JOB SPECIFICATIONS FOR PHARMACISTS

A. Educational Qualification, Experience and Age for the required Pharmacists:

Degree in Pharmacy from a recognized university or equivalent with One year working experience as Pharmacist.

Or

Diploma in Pharmacy from a recognized University/ Institute with Two years working experience as Pharmacist.

Registered as Pharmacist under the Pharmacy Act 1948 is compulsory for both cases.

B. Age: Not exceeding 50 Years as on the date of notification.

2. DUTIES AND RESPONSIBILITIES OF PHARMACISTS

- 1. Pharmacist shall be in- charge of Sub- stores, Injection Store, O.P.Dispensary, Pediatrics and Psychiatric O.P.D, Dispensary, Staff & Student O.P.D. Counter and tables or any other place where work is assigned by the Authorities of JIPMER.
- 2. To draw drugs from sub- stores and main stores/ Senior Pharmacists.
- 3. Maintenance of accounts of receipts and issue.
- 4. Preparation of syrups, mixtures, lotions, ointments etc. and issue to wards and O.P.D s.
- 5. Drugs to be issued to Wards, Departments and Casualty etc., when posted in stores.
- 6. Maintaining of daily OPD register for statistics purpose patients name, age, sex diagnosis and treatment.
- 7. Maintaining of Daily statistics of service area and Non-service area.
- 8. Maintaining of Monthly OPD statistics giving the number of male and female patients, diagnosis and other information asked from time to time.
- 9. Maintaining of stock registers- tablets register, injection register, syrups, chemical & ointments register, Surgical dressing items and eye ear drops.
- 10. Maintaining of Weekly indent for tablets, injections, syrups, chemical, Surgical dressing items etc.
- 11. Apart from the above, to look after any duties assigned by the Superiors from time to time.

SPECIAL, LEGAL AND OTHER IMPORTANT CONDITIONS

I. Special conditions:.

- 1. The period of contract for outsourcing Pharmacists in JIPMER is for one (1) year only which may be extended/curtailed as per the discretion of the competent authority of JIPMER based on various criteria and performance of the Successful Bidder.
- 2. The Successful Bidder shall at his/its own cost comply with the provisions of relevant labour laws, rules, orders and notifications whether Central or State or Local as applicable to him/it or to this contract from time to time. while raising the bill each time, the Successful Bidder should submit the clearance / NOC from the respective competent Labour Authorities, EPF Officers, ESI organization etc.
- 3. The Successful Bidder should ensure that the Pharmacists engaged by him/it to work in JIPMER are paid at the rate as per the governing law/rules.
- 4. The Successful Bidder shall pay all the applicable taxes, as prevailing from time to time.
- 5. The Successful Bidder shall maintain proper records, as required under the Law and submit to the Officer in Charge of Pharmacy.
- 6. The Successful Bidder shall submit the proof of transfer of emoluments from his/its account to the bank accounts of the Pharmacists engaged by him/it to render service in JIPMER, as prescribed, every month. The UAN and ESI numbers should be mentioned in the wage slips.
- 7. If Pharmacists are not having bank accounts, the Successful Bidder will take necessary steps to start the bank account in the name of those Pharmacists. The copies of the Bank Pass Books of all Pharmacists to be engaged, towards the proof of having bank accounts, shall have to be submitted to the Administration I Section of JIPMER, before engaging the Pharmacists by the Successful Bidder.
- 8. The copies of the bank pass books as well as the proof of payment of emoluments with the counter signature of the authorized officer of JIPMER will be sent to the Accounts section along with the claim bills for each month. Without the same the claim bill for that month will not be processed by the Accounts Sections
- 9. If any of the Pharmacists engaged by the Successful Bidder for serving in JIPMER fails to do his/her duties as required by the JIPMER Authorities, his/her emoluments/wages will not be paid and he/she is to be automatically removed/deemed to be removed from offering service in JIPMER.

- 10. In case the Successful Bidder fails to execute/perform the assigned works or a part thereof, JIPMER shall be authorized to deduct an amount as deemed fit by its Competent Authority from the bill of the Successful Bidder as penalty to the extent of loss or damage.
- 11. In case of any unsatisfactory service, deduction up to 10% of the amount due for the month will be imposed as fine on the Successful Bidder.
- 12. In case of late attendance/absence during working hours/loitering during working hours by any Pharmacist provided by the Successful Bidder, the Competent Authority of JIPMER reserves the right of reduction of any amount from the bill payable as it may deem fit.
- 13. If any of the Pharmacists engaged by the Successful Bidder is suffering from any serious communicable disease or misbehaves with any of the officials of JIPMER/Patients or commits any misconduct or manhandles/misuses any property of JIPMER/Patients/visitors/dispenses wrong drug/gives wrong advice to patient etc., the Successful Bidder shall replace such person immediately with another suitable person.
- 14. In case the Competent Authority of JIPMER feels that the conduct/actions of any of the Pharmacists engaged by the Successful Bidder is detrimental to the interests of JIPMER, he/she shall have the irrevocable right to deny entry for such Pharmacist(s) to JIPMER premises and report the same to the competent Authority at any time. In such cases the Successful Bidder shall arrange for an immediate replacement of that person(s). Such action may be resorted to for incompetence, unreliability, misbehavior, security reasons etc. The Successful Bidder shall comply with any such requests to remove such personnel at his/its expense unconditionally within the time limit allowed by JIPMER.
- 15. The Successful Bidder shall not engage/employ persons below the age of 18 years and above the age of 50 years.
- 16. The Successful Bidder shall get the antecedents of the Pharmacists engaged by them verified from police station concerned and produce a certificate in this regard to JIPMER.
- 17. It is clearly agreed and understood that all the Pharmacists engaged by the Successful Bidder shall be the employees of the Successful Bidder and all disputes between the Successful Bidder and its personnel shall have no bearing on JIPMER and it shall not be responsible for any claims made by such persons and shall not be liable to pay any amount to any employee of the Successful Bidder.
- 18. The Successful Bidder is fully responsible for disciplined behavior of its Pharmacists engaged by him/it in JIPMER.
- 19. The Successful Bidder shall pay emoluments/wages directly to its Pharmacists to their respective bank accounts. The Successful Bidder shall also ensure that no amount by way of

- commission other than the statutory requirement of EPF and ESI contribution, if any, is deducted & recovered from the emoluments/wages.
- 20. The Successful Bidder shall provide necessary insurance coverage to the Pharmacists engaged by him/it in the execution of this EoI so as to hold the JIPMER non-liable for any act, commission or omission of the Pharmacists engaged by the Successful Bidder, in case of any accident or mishap, including bodily injury/death.
- 21. The Successful Bidder shall bear the insurance cost of personnel engaged by him/it in JIPMER. A copy of the Group Insurance Policy taken by the Successful Bidder covering the Pharmacists engaged by him/it in JIPMER shall be submitted to the Admn.- I Section, JIPMER.
- 22. The Successful Bidder shall be responsible for payment of overtime emoluments/wages to its Pharmacists if any, in case they are required to work beyond the prescribed hours under law. No Pharmacists shall work for more than a shift in a day.
- 23. The Successful Bidder may provide male / female / transgender Pharmacists.
- 24. a) The Successful Bidder shall provide proper identification cards to their Pharmacists engaged in JIPMER.
 - b) The Successful Bidder shall ensure that the Pharmacists engaged by him/it shall have identity cards, provided by him/it, which shall be worn in such a way that it is prominently displayed and visible so that any person can identify the individual representing the Successful Bidder.
 - c) The attendance of the Pharmacists shall be taken in a biometric with Aadhar Number. The soft copy of the same may be sent to the authorized officer of JIPMER daily for perusal and verification.
- 25. The Successful Bidder has to provide free of cost 2 sets of Apron to each Pharmacists.
- 26. The Successful Bidder should submit an undertaking that no case is pending with the police/legal proceeding in court of law against the Successful Bidder and the Pharmacists engaged by the Successful Bidder.
- 27. The Pharmacists engaged by the Successful Bidder shall meet the following requirements:
 - i) Should be medically fit.
 - ii) Should possess good conduct and discipline.

- iii) Should not have any criminal records.
- iv) Should be more than 18 years and less than 50 years of age.
- 28. Submission of EoI document implies that the Successful Bidder has read this notice and all the documents and has made himself/ itself aware of the scope and specifications of the work to be done, local conditions and other factors having a bearing on the execution of the work.
- 29. The requirement given in the scope of work is only indicative. JIPMER reserves the right either to increase or decrease it as per requirement. The decision of JIPMER in this regard shall be final and binding on the Successful Bidder.
- 30. A daily certification from the Officers in Charge of Pharmacy is required to be sent to Admn -I Section and the management of the Successful Bidder, one copy each. If the Successful Bidder fails to obtain the certificate from the above officers it amounts to non-accomplishment of work and penalty will be imposed as defined under penalty clause.
- 31. The Successful Bidder should submit the bills before 10th of the succeeding month along with a satisfactory certificate in the prescribed claim format. The Successful Bidder will register attendance of the Pharmacists through Bio metric attendance system at their own cost. It is the responsibility of the Successful Bidder to get the monthly attendance statement duly attested by the Officer in charge of the Pharmacy and to submit it to the Admn.I Section on or before 5th of the succeeding month.
- 32. Soft copy of records pertaining to disbursement of emoluments as applicable should be sent to the Admn.-I Section (Outsourcing Wing) on or before 5th of the succeeding month.
- 33. The pharmacists engaged by the Successful Bidders shall be working on shift basis and shall be entitled to leave/off as decided by the Administration of JIPMER.

II. <u>Penalty Clause</u>:-

- 1. If the Successful Bidder fails to provide the Pharmacists required by JIPMER on any day/time, he/it has to pay penalty of double the emoluments/wages.
- 2. If damages, if any arise due to negligence of Pharmacists engaged by the Successful Bidder, the authorities of JIPMER may quantify the loss due to such damages and such amount will be deducted from the bill of the Successful Bidder.
- 3. Any other penalty deemed fit to be imposed by the authorities of JIPMER for the lapses/damages of Bidder/his Pharmacists after giving due notice will be imposed.

4. All the penalty will be deducted from the service charge. If the penalty exceeds service charge, the excess will be deducted from the EMD.

III. Accountability:

The Successful Bidder is accountable for the misdeeds, crimes and other illegal activities done by the Pharmacists engaged by him/it.

IV. Other terms and conditions:

- 1. The contract can be terminated/ curtailed by JIPMER without giving prior notice if the same deems fit for the competent authority.
- 2. The contract may be extended for a few months or till a new contract is finalized on annual cessation of the existing contract. The Successful Bidder is liable to provide his complete services during such extended period also.
- 3. For any accidents, injuries, diseases occurred due to the negligence of the Pharmacists engaged by the Successful Bidder, JIPMER authorities are not responsible. To prevent such incidents, the Successful Bidder/ Pharmacists should take the appropriate precautionary measures.
- 4. For any criminal activities indulged by the by the Pharmacists engaged by the Successful Bidder, the responsibility will be fixed on the Successful Bidder only and action will be taken as per the laws / rules.
- 5. No drug/Medicine/Medical compound, shall be taken out of the campus without proper authorization from the respective competent authorities. If any such actions happen, it will amount to theft of JIPMER property and suitable action will be initiated against the Successful Bidder as per the rules and conditions of the contract.
- 6. JIPMER reserves the rights of termination of the contract at any time by giving one month written notice if the services are found unsatisfactory.
- 7. JIPMER reserves the right to award the contract to any other selected Successful Bidder at the risk and cost and responsibility of existing Successful Bidder and excess expenditure incurred on account of this will be recovered by the JIPMER form the Successful Bidder's security deposit pending bills or by arising a separate claim.
- 8. All necessary reports and other information will be supplied on mutually agreed basis and regular meeting will be held with the authorized Officers of JIPMER.

- 9. The Successful Bidder shall not assign or sublet this assignment or any part thereof to any third party.
- 10. Training on behavior aspects and ethics must be imparted regularly to all Pharmacists engaged by the Successful Bidder.
- 11. In case of any dispute, the jurisdiction of the court of law suit is Puducherry only.

V. <u>Dispute settlement:</u>

It is mutually agreed that all differences and disputes arising out of or in connection with this assignment shall be settled by mutual discussions and negotiations. If such disputes and differences cannot be settled and resolved by discussions and negotiations then the same shall be resolved through arbitration in accordance with the Arbitration and Conciliation Act, 1996. The arbitration will take place in Puducherry only.

CHECKLIST OF DOCUMENTS SUBMITTED

Sl.No	Documents to be submitted	Submitted	Not submitted	Remarks
1.	Copy of Registration of the Man Power Provider/Service Provider Agency/Firm			
2.	Copy of Registration Certificate of EPF			
3.	Copy of Registration Certificate of ESI			
4.	Copy of Labour License			
5.	Copy of Income Tax Return			
6.	Copy of GST Registration			
7.	Copy of PAN/TAN Card			
8.	List of clients indicating quantum of work orders			
9.	Copies of Work Orders			
10.	Details of Cost of bidding document			
11.	Copy of VAT/Service Tax clearance Certificate/ GST Registration Certificate			
12.	Last 2 years audited statement from Chartered Accountant			

Signature of Bidder Seal of Establishment

Full Name of Bidder with address & Date

PROFORMA FOR TECHNICAL BID

S.N.	Particulars	To be filled in by the Bidder
1	Name of the Bidder	
2	Details of EMD	
	(i)Amount	
	(ii)Draft No.	
	(iii)Date	
	(iv)Issuing Bank	
3	Date of establishment of the Bidder	
4	Detailed office address of the Bidder with Office Telephone Number, Email ID,Fax Number and Mobile Number and name of the contact person	
5	Whether registered with and holding license from all concerned Government Authorities including registration under Contract Labour (Regulation & Abolition) act 1970.(Copies of all certificates of registration to be enclosed.)	
6	PAN/TAN Number(copy to be enclosed)	
7	Labour License Number (copy to be enclosed)	
8	GST Registration Number (copy to be enclosed)	
9	EPF Registration Number (copy to be enclosed)	
10	ESI Registration Number (copy to be enclosed)	

11	Whether the bidder is blacklisted by any Government Department or any criminal case is registered against its owner/partners anywhere in India. (If no, a certificate is to be attached in this regard.)	
12	Details of Work Orders received along with copies	
13	Experience in dealing with Govt. Departments (minimum 3 yrs. required) with copies of various registrations obtained.	
14	Whether a copy of the terms and conditions (Annexure-I), duly signed, in token of acceptance of the same, is attached.	
15	Whether Successful Bidder profile is attached?	
16	List of other clients	

PRICE SCHEDULE

SCHEDULE-I CHARGES FOR MAN POWER DEPLOYMENT

NOTE: Consolidated Emoluments/wages per Pharmacist engaged through Out Sourcing: will be Rs.29,200/- per month, as prescribed by JIPMER.

THE BIDDER IS REQUIRED TO SPECIFY THE SERVICE CHARGE ALONE.

S1.	Designation	No. of Persons	Service Charge Quoted Per Person	Total Service Charges Quoted for Proposed No. of Persons per Month	Total Service Charges Quoted for Proposed No. of Persons per Year
1	PHARMACISTS	22			
	GST				
	TOTAL	22			

Note: The manpower may be increased / decreased by JIPMER as per requirement from time to

	Signature of Bidder with date
Date:	Seal of the Bidder

time.