

OFFICE OF THE DIRECTOR
ACHARYA HARIHAR REGIONAL CANCER CENTRE, CUTTACK
Tender Notice No 5566 /dt. 3-12-2019
S-06/2019-20

TENDER PAPER FOR PROVIDING MANPOWER SERVICES

Sealed tenders are invited by the Director, A.H. Regional Cancer Centre, Cuttack functioning under Health & F.W. Department, Govt. of Odisha in two-bid system from reputed manpower agencies/service providers to provide manpower for the services of Attendants, Pharmacists, Drivers, Data Entry Operators, & Protocol Manager in the premises of A.H. Regional Cancer Centre, Cuttack round-the-clock for a period of three years on contract basis for day to day official work.

The hospital administration is not bound to accept any bids and reserves the right to terminate the selection process at any time prior to the award of the contract without assigning any reason thereof. The hospital administration is not bound to show any reason for cancellation of the bidding process or termination of the contract.

Those who download the tender document from the website, they have to submit a DD of Rs. 1000/- only in favour of the Director, A.H. Regional Cancer Centre, Cuttack. The amount paid towards the bid document is non-refundable. The tender document is not transferable to any other bidder.

The last date and time for submission of tender document is 30.12.2019 by 5 PM through **Speed Post/Regd. Post only. Tenders submitted by any other means shall be rejected.** The date and time of pre-bid meeting is fixed on 18.12.2019 at 3 PM. The date of opening of bids is fixed on 31.12.2019 at 3 PM in the Office Chamber of the Director, AHRCC. The date of opening of price bids shall be intimated to **only those bidders who qualify in the technical bids** in due course of time.

Any changes/modifications made to the tender after the pre-bid meeting shall be updated in the website of AHRCC only and no corrigendum shall be published in newspapers.

SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS

1. Acharya Harihar Regional Cancer Centre, Cuttack requires the services of reputed, well established, and financially sound Manpower Service Providers to provide services of Attendants, Pharmacists, Drivers, Data Entry Operators, & Protocol Manager on contract basis for day to day official work.
2. The contract for providing the aforesaid manpower is likely to commence during the fiscal year 2019-20 and would continue for a period of three years. The period of the contract may be further extended for a period of one year only provided the requirement of manpower persists at that time or may be curtailed/terminated before the expiry of contract period owing to deficiency in service or substandard quality of manpower deployed by the selected service provider or because of change in requirements. The Authority, however, reserves the right to terminate the initial contract at any time after giving one month's notice to the selected service provider.
3. This centre has tentative requirement for a sanctioned strength of 70 nos. of Attendants, 6 nos. of Pharmacists, 5 nos. of Data Entry Operators, 1 no. of Protocol Manager, & 3 nos. of Drivers. The requirements may increase/decrease in any/all the categories.
4. The interested manpower service providers may submit the tender document complete in all respects along with **Earnest Money Deposit (EMD) of Rs. 5,00,000/- (Rupees Five Lakhs) only** and other requisite documents by 30.12.2019 up to 5 P.M. addressed to The Director, Acharya Harihar Regional Cancer Centre, Cuttack-753007 through Speed Post/Regd. Post only.
5. The tender has been invited under **two-bid system, i.e., Technical Bid and Financial Bid**. The interested agencies are advised to submit two separate sealed envelopes superscribing "**Technical Bid for Providing Manpower Services to Acharya Harihar Regional Cancer Centre**" and "**Financial Bid for Providing Manpower Services to Acharya Harihar Regional Cancer Centre.**" Both sealed envelopes should be kept in a third sealed envelope super scribing "**Tender for Providing Manpower Services to Acharya Harihar Regional Cancer Centre.**"
6. The EMD of Rs. 5,00,000 (Rupees Five Lakhs) only, refundable without interest, should be necessarily accompanied with the Technical Bid of the service provider in the form of DD drawn in favour of The Director, Acharya Harihar Regional Cancer Centre, Cuttack **failing which the tender shall be rejected summarily.**
7. **The conditional bids shall not be considered and will be rejected outright in the very first instance.**
8. 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 under any situation. In such cases, the tender shall be summarily rejected.**

9. The scheduled date and time of opening of the Technical Bids is fixed on 31.12.2019 at 3 PM in the office chamber of the Director. The Technical Bids shall be opened in the presence of the representatives of the bidders, if any, who wish to be present on the spot at that time.

10. The Financial Bids of only those tenderers shall be opened whose Technical Bids are found in order. The scheduled date and time of opening of the Financial Bids shall be informed to only the qualified bidders in advance by the Office of the Director, Acharya Harihar Regional Cancer Centre, Cuttack. The Financial Bids shall be opened in the presence of the representatives of the bidders, if any, who wish to be present on the spot at that time.

11. The Director, Acharya Harihar Regional Cancer Centre reserves the right to annul all bids without assigning any reasons.

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31/12/19
Director

TECHNICAL BID (COVER-A)

The tendering manpower service provider should fulfill the following technical specifications for their bids to be considered as responsive:

- (a) Earnest Money Deposit of Rs. 5,00,000/- only by way of DD in favour of the Director, A.H. Regional Cancer Centre, Cuttack.
- (b) Up-to-date photocopy of valid GST registration certificate duly self attested.
- (c) Valid Trade license from concerned authority duly self attested.
- (d) Photocopy of ESI Registration No. and authority with whom registered duly self attested.
- (e) Credibility and experience certificates issued from the concerned authority/employer for at least **five years** in supply of manpower with at least **three years in a Govt. Hospital/Institution**.
- (f) Photocopy of valid labour license for minimum 200 nos. of labourers issued from concerned District Labour Office duly self attested.
- (g) The tenderer must also submit an affidavit that the provider or company has not been blacklisted and no criminal case is pending against the provider or company.
- (h) Photocopy of EPF account number and authority with whom registered duly self attested.
- (i) Full address of registered office with telephone no./FAX no./Mobile no.
- (j) The firm should have a registered/branch office in Cuttack city and should submit appropriate proof of the same.
- (k) Photocopy of ISO registration certificate duly self attested.
- (l) Bank Guarantee of Rs. 10 lakhs, which should be **valid for a period of six months from the last date of submission of tender**.
- (m) EPF & ESIC deposited ECR challan for minimum 200 nos. of workers for last six months duly self attested.
- (n) IT return for last three years duly self attested.
- (o) Annual turnover of Rs. 1.5 Crore (Minimum) duly self attested for 2016-17, 2017-18 & 2018-19.
- (p) Audit report for year 2016-17, 2017-18 & 2018-19 duly self attested.
- (q) Money receipt/DD of Rs. 1000/- only (non-refundable) by way of DD in favour of the Director, A.H. Regional Cancer Centre, Cuttack towards purchase of tender paper **failing which bids will be rejected**.
- (r) Photocopy of PAN card duly self attested.
- (s) Specify as to whether tenderer is a sole proprietor/partnership firm/company. In case of firm/company, give names of the proprietor or partners (as the case may be) with full address (both present and permanent). In case of the tenderer being a partnership firm, attested copy (from District Magistrate) of partnership deed should be enclosed with the tender. In case of private limited company, an attested copy (from District Magistrate) of the Memorandum and Article of Association should be enclosed with the tender application form.
- (t) Valid Shop and Commercial License from Cuttack Municipality duly self attested.

APPLICATION – TECHNICAL BID
(To be typed in the letterhead of the bidder)
For providing Manpower Services to A.H. Regional Cancer Centre

1. Name of Tendering Manpower Service Provider:_____.
2. Details of Earnest Money Deposit: DD No._____date_____ of
Rs._____ drawn on Bank _____.
3. Name of Proprietor/Partners/Directors: _____

4. Full Address of Registered Office (with telephone no./FAX no./E-mail address):

5. Full Address of Operating/Branch Office (with telephone no./FAX no./E-mail address):

6. Name & telephone no. of Authorized officer/person to liaise with: _____

7. Banker of the Manpower Service Provider (attach certified copy of statement of A/c
for the last three years): _____

8. PAN/GIR No. (attach self attested copy): _____
9. GST registration no. (attach self attested copy): _____

10. EPF registration no. (attach self attested copy): _____

11. ESI registration no. (attach self attested copy): _____

12. Annual turnover of the tendering Manpower Service Provider for last **three** financial years:

Financial Year	Amount (in Rs.)	Remarks if any
2016-17		
2017-18		
2018-19		

Additional information if any:

(attach separate sheet if space provided is insufficient)

13. Give details of similar contracts handled by the tendering manpower service provider during the last five years in the following format:

Sl. No.	Name of client, address, telephone & Fax No.	Manpower services provided		Amount of contract (Rs. Lakhs)	Duration of contract	
		Type of manpower provided	No.		From	To

Additional information if any:

(attach separate sheet if space provided is insufficient)

Date:

Place:

Signature of authorized person

Name:

Seal:

DECLARATION

(To be typed in the letterhead of the bidder)

1. I, _____, Son/Daughter/Wife of Shri _____
Proprietor/Director/authorized signatory of the Service Provider, mentioned above, am
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.

Date:

Place:

Signature of authorized person

Name:

Seal:

**TECHNICAL REQUIREMENTS FOR MANPOWER TO BE DEPLOYED BY THE SUCCESSFUL
MANPOWER SERVICE PROVIDER IN ACHARYA HARIHAR REGIONAL CANCER CENTRE,
CUTTACK**

1. He/she should be above 18 years of age and not exceeding 40 years.
2. The Minimum Educational Qualification for Attendants will be 10th pass; for Pharmacists, Diploma in Pharmacy having one year post qualification experience in store inventory (drugs) management with basic computer knowledge about MS Office and knowledge of internet; for Driver, 8th pass with valid driver's license; for Data Entry Operators, Graduate with PGDCA; and for Protocol Manager, D. Pharma/B. Pharma preferably with PGDCA/DCA with adequate knowledge of computers particularly in MS Office.
3. All the personnel should be of sound body and mind, possessing a pleasant personality with sympathy towards cancer patients, and drive to take care of the comfort of terminally ill patients.
4. The Data Entry Operators should have a speed of 4000 characters per minute in English and should be well conversant with computers and essentially well trained in MS Office, Internet, and LAN function.

TERMS AND CONDITIONS

GENERAL

1. The manpower service provider shall not be allowed to transfer, assign, pledge, or subcontract its rights and liabilities to any other agency or organization by whatsoever name be called without the prior written consent of the Authority.
2. This centre at present has tentative requirement of 70 nos. of Attendants, 6 nos. of Pharmacists, 5 nos. of Data Entry Operators, 3 nos. of Drivers, and 1 no. of Protocol Manager. The requirement of the centre may further increase/decrease during the period of initial contract also and the tenderer would have to provide additional manpower services, if required on the same terms and conditions.
3. The manpower service provider will be bound by the details furnished by it to the Authority while submitting the tender or at subsequent stage. In case any of such documents furnished by it is found to be false at any stage, it would be deemed to be a breach of terms of Agreement making it liable for legal action besides termination of the Agreement.
4. The Authority reserves the right to terminate the Agreement during initial period also after giving one month's notice to the manpower service provider.
5. The persons deployed shall be required to report for work at the appropriate time without fail. In case the person deployed remains absent on a particular day or comes late/leaves early on two occasions, proportionate deduction from the remuneration for one day will be made, and for more than two such instances, the service provider shall terminate the said person from service and replace with another person without fail.
6. The manpower service provider shall nominate a coordinator/manager who shall be responsible for immediate interaction with the Authority so that optimal services of the persons deployed could be availed without any disruption.
7. The entire financial liability in respect of manpower services deployed in this centre shall be that of the manpower service provider and this centre will in no way be liable. It will be the responsibility of the manpower service provider to pay to the person deployed a sum not less than the minimum rate quoted in the financial bid and adduce such evidence as may be required by this centre.
8. For all intents and purposes, the manpower service provider shall be the "Employer" within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the manpower service provider shall not have any claim whatsoever like employer and employee relationship against this centre.

9. The manpower service provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. This centre shall, in no way, be responsible for settlement of such issues whatsoever. In case the grievances of the deployed persons are not attended to by the manpower service provider, the deployed persons can place their grievance before a Joint Committee consisting of a representative of this centre and an authorized representative of the manpower service provider.
10. This centre shall not be responsible for any financial loss or any injury to any persons deployed by the manpower service provider in the course of their performing the duties or for payment towards any compensation.
11. The persons deployed by the manpower service provider shall not claim nor shall be entitled to pay, perks, and other facilities admissible to regular/confirmed employees of this centre during the currency or expiry of the Agreement.
12. In case of termination of the Agreement on its expiry or otherwise, the persons deployed by the manpower service provider shall not be entitled to and shall have no claim for any absorption in regular or other capacity in this centre.
13. The persons deployed shall not claim any benefit/compensation or absorption/regularization of deployment with this centre under the provision of rules and Acts. Undertakings from the persons deployed to this effect shall be required to be submitted by the manpower service provider.
14. The manpower service provider must be registered with the concerned Govt. Authorities, i.e., Labour Commissioner, Employees Provident Fund authorities, Employees State Insurance Corporation, etc., and a copy of the registration should be submitted. The manpower service provider shall comply with all legal requirements for obtaining License under Contract Labour (Regulations and Abolition) Act, 1970 if any at his own part and cost (Registration/License under the Contract Labour (Regulations and Abolition) Act, 1970 is applicable to manpower service provider employing more than 20 workmen).
15. The manpower service provider shall provide a substitute well in advance if there occurs any probability of a person leaving the job due to his/her own personal reasons. The payment of the substitute shall be the responsibility of the manpower service provider and the manpower service provider shall be responsible for contributions towards Employees Provident Fund and Employees State Insurance, wherever applicable.

16. The persons deployed by the manpower service provider should have good police records and no criminal case should be pending against them.

17. The persons deployed should be polite, compassionate, and efficient while handling the assigned work and their actions should promote good will and enhance the image of this centre. The manpower service provider shall be responsible for any act of indiscipline on the part of the persons deployed.

18. The manpower service provider shall provide uniforms of different colours for different categories of outsourcing staff, which shall be mandatory for payment of bills.

LEGAL

18. The persons deployed shall, during the course of their work, be privy to certain confidential documents and information, which they are not supposed to divulge to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make the manpower service provider as well as the person deployed liable for penal action under the applicable laws besides action for breach of contract.

19. The manpower service provider shall be responsible for compliance of all statutory provisions relating to minimum wages payable to different types of works in respect of the persons deployed by it in this centre. This centre shall have no liability in this regard.

20. The manpower service provider shall also be liable for depositing all taxes levies, cess, etc., on account of service rendered by it to this centre to the concerned tax collection authorities, from time to time, as per the rules and regulations in the matter. Attested Xerox copies of such documents shall be furnished to this centre with monthly bills.

21. The manpower service provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the Authority of this centre or any other Authority under Law.

22. The Tax Deduction at Source (TDS) shall be done as per the provisions of Income Tax Act/Rules, as amended from time to time, from the monthly bills.

23. In case the manpower service provider fails to comply with any liability under appropriate law, and as a result thereof, this centre is put to any loss/obligation, monetary or otherwise, this centre will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the manpower service provider, to the extent of the loss or obligation in monetary terms.

24. The Agreement is liable to be terminated because of non-performance, deviation of terms and conditions of contract, non-payment of remuneration of employed persons, and non-payment of statutory dues. This centre will have no liability towards non-payment of remuneration to the persons employed by the manpower service provider and the outstanding statutory dues of the service provider to statutory authorities. If any loss or damage is caused to this centre by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.

FINANCIAL

25. The Technical Bid should be accompanied with an Earnest Money Deposit (EMD) of **Rs. 5,00,000/-**, refundable without interest, in the form of DD drawn in favour of The Director, Acharya Harihar Regional Cancer Centre, Cuttack **failing which the tender shall be rejected outright.**

26. The EMDs of all bidders, both successful and unsuccessful, shall be returned to them without any interest after all formalities of the tender process are completed in all respects.

27. The successful tenderer will have to deposit a **Performance Security Deposit of Rs. 15,00,000/- (Rupees Fifteen Lakhs)** only in the form of Bank Guarantee from only nationalized bank drawn in favour of The Director, Acharya Harihar Regional Cancer Centre, Cuttack covering the period of the contract. In case the contract is further extended beyond the initial period, the Bank Guarantee will have to be accordingly renewed by the successful tenderer.

28. In case of breach of any terms and conditions of the Agreement, the Performance Security Deposit of the manpower service provider shall be liable to be forfeited besides annulment of the Agreement.

29. The manpower service provider shall raise the bill, in triplicate, along with attendance sheet duly verified by authorized persons of this centre in respect of the persons deployed and submit the same to the prescribed Authority in the 1st week of the succeeding month. As far as possible, the payment will be released by the 2nd week of the succeeding month.

30. The claims in bills regarding EPF, ESI, CGST, SGST, etc., should be necessarily accompanied with documentary proof pertaining to the concerned bill month. A requisite portion of the bill or whole of the bill amount shall be held up till such proof is furnished, at the discretion of the Authority of this centre.

31. The Authority reserves the right to withdraw or relax any of the terms and conditions mentioned above so as to overcome the problem encountered at a later stage.

32. In the event of any dispute arising in respect of the clauses of the Agreement, the same shall be resolved through negotiation. Alternatively, the dispute shall be referred to the next higher Authority or Controlling Officer for his decision and the same shall be binding on all parties.

33. All disputes shall be under the jurisdiction of the High Court of Odisha, Cuttack.

34. The successful bidder will enter into an agreement with this centre for supply of suitable and qualified manpower as per requirement of this centre on the above terms and conditions.

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03/12/19

Director

APPLICATION – FINANCIAL BID

(To be typed in the letterhead of the bidder)

For Providing Manpower Services to A.H. Regional Cancer Centre

Sl. No.	Manpower type	Monthly rate per person					Total category month in Rs.	per per
		Remuneration in Rs. for 30 days of work	Employer Contribution for EPF in Rs.	Employer Contribution for ESIC in Rs.	Service Charge including TDS, ID, dress, Supervision & margin of profit in Rs.	GST in %		
1	Attendants (70 nos.)							
2	Pharmacists (6 nos.)							
3	Data Entry Operators (5 nos.)							
4	Drivers (3 nos.)							
5	Protocol Manager (1 no.)							
Grand Total								

Minimum take home remuneration per category of person shall not be less than the minimum wages rate as prevalent at the time as prescribed by Labour and ESI Dept. Any such bids shall be rejected.

Signature of authorized person

Date:

Name:

Place:

Seal:

Note:

- The total rates quoted by the tendering agency should be inclusive of all statutory/taxation liabilities in force at the time of entering into 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 performed by each person.
- The service charge quoted shall be a **whole number** and **neither in decimals or zero or in percentage. All such bids shall be rejected outright.**
- In case there are **similar rates** quoted by two or more firms, the **L1 bidder** shall be decided on the following:
 - The bidder who has the **maximum number of years of work experience in Govt. Hospitals/Institutions in similar line of work.**
 - If maximum years of work experience is the same, then the L1 bidder shall be the one with **highest average annual turnover for the last three years.**