No.HFW/HMR(Estt.)Rect.(Tender)Outosurcing/2024/-13888-91

Dated: 03/08.08.2024

### NOTICE INVITING e-TENDER

Online e-Tenders are invited from desirous registered Firms/Agencies(Service Provider) in Himachal Pradesh for providing manpower/patient care services i.e. Nursing/Paramedical/ministerial/ C-IV etc. category staff in Dr.Radhakrishnan Government Medical College, Hamirpur (HP) in the age group of 18-45 years for a period of one year initially in electronic tendering system in two covers i.e. Technical Bid & Financial Bid.

Schedule of tendering:

1	Cost of tender document	Rs.3,000/-(Rs.Three Thousand) only (to be submitted in the shape of DD in favour of Principal, Dr.RKGMC Hamirpur on the date of opening of bids & scanned copy to be uploaded with the online bid)
2	Bid submission start date	19.8.2024
3	Bid submission end date	30.08.2024
4	Opening of Technical Bid	30.08.2024 at 3.30 pm
5	Opening of financial bid	After scrutiny of technical bid.

Payment regarding purchase of bid document costing Rs.3,000-(Rs.Three Thousand)only and deposit of earnest money of Rs.5,00,000-(Rs.Five Lac) will be made through FDR pledged in the name of The Principal, Dr.RKGMC Hamirpur(HP), scanned copy of which will be uploaded with the bid as proof. The Demand drafts will be submitted physically on the date of opening of the bid.

The detailed tender document can be viewed and downloaded from website: https://hptenders.gov.in. The bidders are advised to visit the aforesaid website regularly. The undersigned reserve the right to reject any or all the tender offers without assigning any reason.

In case the date mentioned above happens to be a holiday, the next day will be considered as due date.

Sd/-

Additional Director(Admin.) Dr. Radhakrishnan Government Medical College, Hamirpur (HP) Dated:03/08.08.2024

Endst.. No. As above/24/- 13888-91

Copy for information and necessary action to:-

- The Secretary(Health) to the Government of Himachal Pradesh, Shimla-02. 1)
- The Director, Medical Education & Research, HP, Shimla-09. 2)
- The Director, Information & Public Relations, Himachal Pradesh, Shimla-02 3) with the request to publish the Tender Notice in atleast three leading news papers.
- The Incharge, Information & Technology(IT)Section, IGMC Shimla. He is requested to upload the Tender document on the website of this Medical College at the earliest.

Sd/-

Additional Director(Admin.) Dr. Radhakrishnan Government Medical College, Hamirpur (HP)

### BRIEF INFORMATION ON BID DOCUMENT

Tender No.	
Duration of Contract	Two years which may further be extended for one more year (Total period of tender shall not exceed 03 years)
Bid submission start date	
Bid submission end date	
Opening of cover-1(Technical Bid)	
Opening of Financial Bid	After scrutiny of technical bid.
EMD	Rs.5,00,000/-(Rs.Five Lac only)
	(to be submitted in the shape of FDR pledged in favour of Principal, Dr.RKGMC Hamirpur on the date of opening of bids & scanned copy to be uploaded with the online bid as proof)
Cost of Tender Document	Rs. 3000/- only
	(to be submitted in the shape of DD in favour of Principal, Dr.RKGMC Hamirpur on the date of opening of bids & scanned copy to be uploaded with the online bid)
Validity of Bid	180 days
Total Number of pages of Tender Document	24 pages
Address of the Institution floating the bid/e-tender	Office of the Principal, Dr. Radhakrishnan Govt. Medica College, Hamirpur (HP)-177001
	e.mail: principal.hamirpur@gmail.com Tel.No.01972-222999

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### TECHNICAL PROPOSAL SUBMISSION FORM

#### LETTER OF BID

To

The Additional Director(Admin.), Dr. RKG Medical College & Hospital, Hamirpur, HP-177001

Ref: Invitation for Bid No.

We, the undersigned, declare that:

- 1. We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders.
- 2. We offer to execute in conformity with the Bidding Documents for Providing manpower/patient care services i.e. Nursing/Paramedical, Ministerial & C-IV etc. category staff at Dr. R.K. Govt. Medical College & Hospital, Hamirpur (HP).
- 3. Our bid shall be valid for a period of **180 days** from the date fixed for the bid submission deadline in accordance with the Bidding Documents and it shall remain binding upon us and maybe accepted at any time before the expiration of that period.
- 4. If our bid is accepted, we commit to submit a performance security in accordance with the Bidding Documents.
- 5. We also declare that Government of H.P.or any other Government body has not declared us ineligible or black listed us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of serious nature.
- 6. We also accept all the terms and conditions of this bidding document and undertake to abide by them, including the condition that you are not bound to accept highest ranked bid / lowest bid or any other bid that you may receive.

Yours sincerely,

Authorized Signatory (Authorized person shall attached a copy of Authorization for signing on behalf of Bidding company)

Full Name and Designation (To be printed on Bidder's letterhead)

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### **INSTRUCTIONS TO THE BIDDERS**

#### 1. GENERAL INSTRUCTIONS

- 1.1 For the Bidding / Tender Document Purposes, 'The Principal, Dr. R.K. Govt. Medical College, Hamirpur, HP' shall be referred to as 'Client' and the Bidder / Successful Bidder shall be referred to as 'Service provider' and / or Bidder or interchangeably.
- 1.2 The online tenders should be uploaded within the stipulated date and time (website: <a href="https://hptenders.gov.in">https://hptenders.gov.in</a>). Tender Documents may be seen/downloaded from website: <a href="https://hptenders.gov.in">https://hptenders.gov.in</a> & can be uploaded after filling & attaching required scanned documents on the website: <a href="https://hptenders.gov.in">https://hptenders.gov.in</a> upto
- 1.3 The Tender cost of Rs.3000/ (through Demand Draft pledged in the name of the Principal, Dr.RKGMC Hamirpur) & the EMD of Rs.5,00,000-(Rs.Five Lac) only will be paid through FDR, duly, pledged in the name of the Principal, Dr.Radhakrishnan Government Medical College, Hamirpur (HP). The scanned copies of the Demand Drafts on a/c cost of the tender document and EMD will mandatorily uploaded on the website with the bid and physically will be submitted in the Principals' office, Dr.RKGMC Hamirpur on the date of opening of bid.
- 1.4 While all efforts have been made to avoid errors in the drafting of the tender documents, the Bidder is advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained.
- 1.5 The bidder shall upload the copy of the authorization letter/power of Attorney as the proof of authorization for signing on behalf of the Bidder.
- 1.6 The Bidding firm should be duly registered either with the Registrar of company or Controller of Store of H.P Govt., having proper registration under income tax deptt., Excise Department of HP, Labour Department, Himachal Pradesh and EPFO, Himachal Pradesh, proof of which should be uploaded with the bid and can also be examined and verified physically on the date of opening of the bid.
- 1.7 The parties to the Bid shall be the 'Bidders' (to whom the work has been awarded) and the Principal, Dr. R.K. Govt. Medical College, Hamirpur, HP(Client).
- 1.8 For all purposes of the contract including arbitration there under, the address of the bidder mentioned in the bid shall be final unless the bidder notifies a change of address by a separate letter sent by registered post with acknowledgement due to the Principal, Dr. R.K. Govt. Medical College, Hamirpur, HP. The bidder shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.
- 1.9 The requirements of staff/manpower is tentative and may increase or decrease at the sole discretion of the competent authority of the Client. The competent authority may hire manpower/staff required in future on the basis of the rates approved as per minimum wages notified by the Government for such categories.

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#### 2. MINIMUM ELIGIBILITY CRITERIA

The following shall be the minimum eligibility criteria for selection of bidders technically.

a. **Legal Valid Entity**: The Bidder shall necessarily be a legally valid entity either in the form of a Limited Company or a Private Limited Company registered under the Companies Act, 1956. Bidders in the form of Proprietorship & Partnership are also permitted. A proof for supporting the legal validity of the Bidder shall be submitted.

b. Registration: The Bidder should be registered with the Income Tax and also registered under the contract labour Act, Govt of HP, Employees Provident Fund Organization, HP Employees State

Insurance Corporation, relevant certificate/proof of which should be uploaded with the bid.

c. Clearance: The Bidder should also have clearance for GST from State/Central Taxes and Excise

Department of last three quarters. Relevant proof in support shall be uploaded with the bid.

d. **Experience**: The Bidder should have experience of 5 years continuously in the similar field of providing manpower/ patient care services in minimum 300 bedded hospital in the Govt./ Public Sector (Central or State), National Institute, proof of which should be uploaded with the bid. The experience certificate should accompany with copy of 26 A.S. for the concerned period.

### 2.1 Documents supporting the Minimum Eligibility Criteria

(i) Attested copy of the audited balance sheets for the completed three financial year i.e. for 2021-2022, 2022-2023 and 2023-2024.

(ii) Attested copy of manpower wages roll and EPFO Challan in support of available manpower (duly submitted to EPFO) in respect of the previous four quarters shall be acceptable.

(iii) Attested copies of Income Tax Return for the last three financial years i.e. 2021-2022, 2022-2023 and 2023-2024.

### 3. EARNEST MONEY DEPOSIT:

- The bids should be accompanied by an Earnest Money Deposit of Rs. 5,00,000-(Rs.Five Lacs)only in the form of FDR duly pledged in the name of the Principal Dr.Radhakrishnan Govt. Medical College, Hamirpur which must be valid up to 6 (six) months starting from the date of submission of the bids.
- 3.2 No request for transfer of any previous deposit of earnest money or security deposit or adjustment against any pending bill held by the Department in respect of any previous work shall be entertained.
- 3.3 Bidders shall not be permitted to withdraw their offer or modify the terms and conditions thereof. In case the bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid bid security shall be forfeited to the Government.
- 3.4 The bids without Earnest Money shall be summarily rejected.
- No claim shall lie against the Government / Department in respect of erosion in the value or interest on the amount of earnest money deposit or security deposit.

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### 3.6 The bid security may be forfeited:

- (i) If the bidder withdraws his bid during the period of bid validity specified by the bidder in the bid form; or
- (ii) In case of successful bidder, if the bidder
  - (a) Fails to sign the contract in accordance with the terms of the tender document
  - (b) Fails to furnish required performance security in accordance with the terms of tender document within the time frame specified by the Client.
  - (c) Fails or refuses to honor his own quoted prices for the services or part thereof.

#### 4. VALIDITY OF BIDS

- 4.1 Bids shall remain valid and open for acceptance for a period of **180 days** from the last date of submission of Bids.
- 4.2 In case Client calls the bidder for negotiation then this shall not amount to cancellation or withdrawal of original offer which shall be binding on the bidder.

#### 5. PREPARATION OF BIDS

- 5.1 Language: Bids and all accompanying documents shall be in English or in Hindi.
- 5.2 **Technical Bid:** Technical Bid should be uploaded as per the instructions given in the Tender Document alongwith all required information, documents in support of the minimum eligibility criteria, Valid EMD of requisite amount.

#### Documents comprising the Bid:

- a. Technical Bid Submission Form (Section-1).
- b. Signed and Stamped on each page of the tender document.
- c. Contact Details Form, duly filled and signed (Section 6.1)
- d. Financial Capacity form filled in signed and stamped (Section 6.2), to be attested by CA.
- 5.3 **Financial Bid:** Bidder should prepare & upload financial Bid in the Price Schedule as provided in the Tender Document (Section-7).

#### 6. SUBMISSION OF BIDS

- 6.1 The Bid shall be uploaded upto \_\_\_\_\_.
- 6.2 The competent authority i.e. Principal/Additional Director(Admin), Dr.RKGMC Hamirpur (HP) reserves right to extend the date / time for receipt of bids, before opening of the Technical Bids.

#### 7. BID OPENING PROCEDURE

7.1 The Technical Bids shall be opened in the Administrative Block of Dr.RKGMC, Hamirpur on by the Committee authorized by the competent authority in

the presence of such bidders who may wish to be present or their representatives.

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- 7.2 The financial bids of only those bidders whose Technical Bids (as per Check List) are qualified, shall be opened/examined by the Committee authorized for the purpose after scrutiny of the technical bids.
- 7.3 A letter of authorization shall be submitted by the Bidder's representative before opening of the Bids.
- 7.4 Absence of bidder or their representative shall not impair the legality of the opening procedure.
- 7.5 All the present Bidders or their representative shall be required to sign the main bid to ensure the correctness of the bid.
- 7.6 After scrutiny of the Technical Bids and verifying the EMD amount, the technical bids shall be evaluated later to ensure that the bidders meet the minimum eligibility criteria as specified in the Tender Document.
- 7.7 Refusal to sign the bid by the bidder or his representative may disqualify his bid based on the decision of the Tender Opening Committee.
- 7.8 Bids shall be declared as Valid or Invalid based on the preliminary scrutiny, i.e. verification of EMD, by the Tender Opening Committee. However, detailed evaluation shall be done only in respect of Valid Bid.
- 7.9 The date fixed for opening of bids, if subsequently declared as holiday by the Government, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working date, time and venue remaining unaltered.

### 8. CLARIFICATION ON TECHNICAL BID EVALUATION.

- The technical bids shall be evaluated based on the available documents uploaded by the bidder. To assist in the examination, evaluation, and comparison of the bids, and qualification of the bidders, the Client may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by the Client shall not be considered. The Client's request for clarification and the response shall be in writing.
- 8.2 If a bidder does not provide clarifications of its bid by the date and time set in the Client's request for clarification, its bid may be rejected.
- 8.3 Client also reserves right to seek confirmation/clarification from the issuer agency, on the supporting documents submitted by the bidder as per clause 2.1.

### 9. TECHNICAL BID EVALUATION (SEGREGATED TYPE)

- 9.1 The Client shall follow two bid systems where the technical bid and financial bid shall be evaluated separately.
- 9.2 The tendering evaluation shall be done 100% on the basis of financial bid evaluation. Technical bid shall be of qualifying nature. The service/adminstrative charge must not be quoted less than 2%. The service/admin. charge should be quoted excluding GST.GST shall be payable as applicable from time to time.
- 9.3 The technical bid evaluation shall be done based on the following criteria.
- A substantially responsive bid shall be one that meets the requirements of the bidding document in totality i.e. by following the procedures of para 9. The technical bid not meeting the minimum requirement as per the tender documents shall be rejected.
- i) The responsiveness of the bid includes receipts of duly filled, signed and accepted bid documents in complete form, including Authorization letter.

(ii) Receipt of valid EMD with requisite amount in acceptable format.

- (iii) Documents in proof of meeting the minimum eligibility criteria.
- (iv) Any other documents as required to support the responsiveness of the bidder, as per tender.
- 9.5 The bidder who qualifies in the technical evaluation stage shall only eligible for opening of financial bids as per schedule.

#### 10. FINANCIAL BID OPENING PROCEDURE

- 10.1 The Financial Bids as per "TABLE -A" of all the technically qualified Bidders shall be evaluated/opened after scrutiny of Technical Bids in presence of the qualified bidders/their authorized representatives, who choose to be present at the time of opening of the financial bids.
- 10.2 Absence of bidders or their authorized representatives shall not impair the legality of the process.
- 10.3 Mere becoming the lowest bidder, prior to financial bid scrutiny will not give any right to the lowest bidder to claim that he is successful in the bidding process. The successful bidder (L-1) shall be decided only after following due procedure as explained in para 11.

#### 11. FINANCIAL BID EVALUATION AND DETERMINATION OF THE SUCCESSFUL BIDDER

- 11.1 The financial evaluation shall be carried out and financial bids of all the bidders shall be evaluated and compared.
- 11.2 No bidder shall quote administrative charges below 2% (Two percent)...
- 11.3 The successful bidder (L-1) shall be decided on the basis of Administrative Charges quoted by the bidder in the financial bid. If in case, on opening of financial bid, if there is tie, i.e. more than one firm are having same service/admin. charges, the L-1 will be decided on the basis of duration of experience in 300 bedded or above hospital in Govt./public sector/Nationa Institute. Bidder having higher experience will be L-1.

If there is tie in the duration of experience, the L-1 shall be decided on the basis of toss/lottery.

Note: The bidders are not allowed to quote less than 2% administrative charges. Bids quoted with less than 2% Administrative charges shall be straightway rejected.

### 12. RIGHT OF ACCEPTANCE:

- 12.1 The Principal/Additional Director(Admin), Dr.RKGMC Hamirpur reserves all rights to reject any bid including of those bidders who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific bids. The decision of the Competent Authority in this regard shall be final and binding.
- 12.2 Any failure on the part of the bidder to observe the prescribed procedure and any attempt to canvass for the work shall render the bidder's bids liable for rejection.
- 12.3 The competent authority reserves the right to award any or part or full contract to any successful agency (ies) at its discretion and this will be binding on the bidders.
- In case of failure to comply with the provisions of the terms and conditions mentioned, by the agency that has been awarded the contract, reserves the right to award the contract to the next higher bidder or any other outside agency and the difference of price shall be recovered from the defaulter agency who has been awarded the initial contract and this will be binding on the bidders.

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12.5 The Principal/Additional Director(Admin). Dr.RKGMC Hamirpur may terminate the Contract if it is found that the Service provider is black listed on previous occasions by any of the Government Departments / Institutions / Local Bodies / Municipalities / Public Sector Undertaking etc.

### 13. NOTIFICATION OF AWARD BY ISSUANCE OF 'LETTER OF ACCEPTANCE'

- 13.1 After determining the successful evaluated bidder, Client shall issue a Letter of Acceptance (L o A) in duplicate, who will return one copy to Client duly acknowledged, accepted and signed by the authorized signatory, within **Three (3) days** of receipt of the same by him.
- 13.2 The issuance of the Letter of Acceptance to the bidder shall constitute an integral part and it will be a binding to the contract.
- 13.3 The time taken between the date of issue of LoA and Notice to Proceed shall not prevent the service provider to mobilize the man power.
- 13.4 The successful bidder shall have to deposit performance security of Rs.10,00,000/-(Rs.Ten Lacs) only, duly pledged in favour of the Principal, Dr.RKGMC Hamirpur within a week of issue of award letter.

### 14. RETURNING OF EARNEST MONEY DEPOSIT (BID SECURITY AMOUNT)

- 14.1 The Earnest Money Deposit of the unsuccessful bidders in the *technical Bid evaluation stage* shall be returned within thirty (30) days after opening of the eligible financial Bids.
- 14.2 The Earnest money Deposit of the unsuccessful bidders in the *financial bid evaluation stage* shall be returned within seven (07) days, on award of contract to the Successful bidder.
- 14.3 The Earnest money deposit of all the bidders shall be returned along with their un opened financial bids, in case of cancellation of Tender after the opening of Bids and prior to opening of financial bids.

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# SECTION-3 GENERAL CONDITIONS OF CONTRACT (GCC)

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Section-3

#### 1. **DEFINITIONS**

#### 1.1 General

In this Contract including the Schedules the following words and expressions shall (unless the context requires otherwise) have the meaning assigned to them in this Schedule.

"Agreement"	The word "Agreement" and "Contract" has been used interchangeably.
Service Provider	The word "Service Provider" means the Successful Bidder to whom the work of providing manpower services has been awarded by the Client "".
Letter of Acceptance	Shall mean the intent of the Client to engage the successful bidder for providing Manpower/Patient care services in its Hospital/office.
Notice to Proceed	Shall mean the date at which the manpower/patient care services are to commence in Client's premises
'Confidential Information'	Shall mean all information that is not generally known and which is obtained / received during the tenure of the contract and relates directly to the business / assets of Client including the information having the commercial value.
Termination Date"	Shall mean the date specified in the notice of Termination given by either Party to the other Party, from which the Contract shall stand terminated.
Termination Notice Service	Shall mean the notice of Termination given by either Party to the other Party  Shall mean the successful bidder to whom the work of providing Patient care
provider	service/manpower s in Client's premises has been awarded.

### **TERMS & CONDITIONS:**

- 1. The service provider should keep his offer open acceptance for a initial period of two year from the date of entering the contract. In case, the service provider is unable to keep his offer open for the above said period, his tender shall be treated as invalid.
- 2. Any attempt direct or indirect, to cast influence, negotiation on the part of the tender with the officials/authority to whom he shall submit the service provider or the tender accepting officials/authority before the finalization of tender shall render the tender liable for rejection.
- 3. Any tender without earnest money, tender not on the prescribed form or any deviation from the terms & conditions of the tender notice shall not be entertained and rejected straight.
- 4. The service provider will provide educationally, professionally qualified, trained staff, manpower for each post in accordance with minimum educational/professional qualification prescribed/fixed by the Govt. of Himachal Pradesh for respective post.
- 5. The Service provider may inspect the area/ location/department where the services are to be provided for assessing the work involved.
- 6. The service provider has to provide the identity cards with photograph to the person employed/ by him/ her for carrying out the work. These cards are to be constantly displayed and their loss to be reported immediately /the person so employed has to follow the prescribed dress code. It will be the responsibility of the service provider to provide the prescribed dress code, apron etc. to the C-IV

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category manpower for which this institution will not pay any extra payment. If the employed/deployed person of the concerned category found without uniform as prescribed shall be fined accordingly. The deployed person/manpower of C-III categories will also abide by the prescribed dress code.

- 7. The persons employed / deployed by the service provider should be permanent residents of Himachal Pradesh and qualified and well versed in performing such services.
- 8. The service provider shall replace immediately any of its personnel if they are unacceptable to this institution because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving written notice from the competent authority.
- 9. This institution shall not be liable for any loss, damage, theft burglary or robbery of any personal belongings, equipments or vehicles of the personnel of the services providers.
- 10. The workers of services providers should be polite, cordial positive and efficient, while handling the assigned work and their actions shall promote good will and enhance the image of this institution.
- 11. The service provider shall not assign, transfer, pledge or sub contract the performance of services (Subletting of contract shall not be allowed under any circumstances)
- 12. The Service provider shall not claim any benefit/compensation/absorption/regularization of services with Institution under the provision industrial disputes Act.1947 contract labour (Regulation/Abolition) Act,1970, undertaking from the workers to this effect will required to be submitted by the service provider in the office of the undersigned..
- 13. The person deployed shall not claim any master & servant relationship against this institution.
- 14. The service provider shall ensure deployment of suitable people with proper background after taking character certificate duly verified by the pradhan & local police and also collect proofs of identity like driving license, bank account details, previous work experience, proof of residence and recent photograph and withdraw such employees who are not found suitable by this institution for any reasons immediately on receipt of such a request.
- 15. The Service provider shall ensure proper conduct of his persons in this institution/premises and enforce prohibition of alcoholic drinks, paan, smoking, loitering without work.
- 16. The service provider shall engage the necessary person as required by this institution/department from time to time. The said person engaged by the services provider shall be the employees of the service provider and it shall be the duty of service provider to pay their salary every month. Further that the said person(s) of the service provider shall not claim any benefit.
- 17. The transportation food, medical and other statutory requirement under the various Act/Govt. regulations in respect of each personnel of the service provider will be the responsibility of the service provider.
- 18. The service provider will submit the bill in triplicate by the 2<sup>nd</sup> day of the month with work performance certificate from the concerned department or the officer so authorized. The payment will be released by the 07<sup>th</sup> date of the every month.
- 19. 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 problems. The payment in respect of the overlapping period of this substitute shall be the responsibility of the service provider.
- 20. The Principal, Dr.RKGMCH Hamirpur reserves the right to cancel the Contract/tender at any stage without assigning any reason.
- 21. That the payment to the service provider should be strictly on certification by the officer with whom he is attached that his services were satisfactory and attendance as per the bill preferred by the services provider.
- 22. The agency should be registered with the HP Govt. authority like under Contract Labour (Regulation & Abolition) Act.1970 and the rule framed there under should be in possession of valid Labour license/ EPF/ESIC (issued by HP government department) service tax /Pan number & Tan No.

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- An earnest money deposit of Rs.5,00,000/-(Rs. Five Lac only) in the form of FDR duly pledged in favour of the Principal, Dr.RKGMC, Hamirpur (HP) may be submitted, failing which their bid will not be considered.
- 24. The contract shall be awarded initially for a period of two years which will be further extended for one more year(i.e. maximum period of tender should not exceed 03 years) on the same rates, terms and conditions. The extension however be further subject to the approval of the competent authority/satisfactory work and conduct.
- 25. If during the tenure of the contract, the Central/ state Govt. hikes the minimum wages, the service provider will pay the hiked wages to the workers. The Principal employer will hike the wages as per notification of the State Govt. from time to time.
- 26. If online BOQ is not generated, then CBOQ will be generated manually.
- 27. The deployed manpower shall be eligible for weekly off, preferably on Sunday or any other day of the week as the exigency of services requires. As per HP Govt. Industrial Establishment Act, 1969, 03 National Holidays i.e. on 26<sup>th</sup> January, 15<sup>th</sup> August and 2<sup>nd</sup> October, 04 Festival Holidays (including Himachal Day), 07 days Casual Leave shall be admissible to the deployed manpower. 01 Casual Leave shall accrue on completion of 02 months service without break. 06 days Medical Leave shall also be admissible in a calendar year to the deployed manpower. 180 days maternity leave shall also be admissible to female outsourced employees as per provisions vide Fin.Deptt. letter No. Fin(C) B (15)8/2013 dated 01.07.2017.

#### SCOPE OF WORK

- 28. The manpower engaged in the age group of 18-45 years would be required to perform the duty of patient care services along with reliever in different wards/OT,s/OPDs/Offices etc. of this hospital. This number of manpower may increase in future as per requirements of the institution. The nature of the work/duty will be as per job profile for each post as prescribed by the Government from time to time. The Service provider shall ensure the deployment of 33% of female attendants/C-IVs. The nature of the work for support/C-IV staff is to help the indoor/outdoor patients, like to carry them from one ward to laboratories /wards OTs etc., to submit their samples in different labs, collecting of reports and preparing of dress material and any of other similar nature of duties assigned by the authorities, They are required to perform the duties as per the requirement of this institution. The service provider will arrange the substitute for which no extra payment will be made admissible. The Principal/Med.Supdt. may assign any other additional duties to the staff as per requirements of the institution.
- 29. The EPF and any other liabilities to be paid to the persons so deployed or to any other Govt. agency shall have to be paid by the firm concerned on the rates prescribed by the HP Government. The services charges should include each & every type of provision.
- 30. The Service provider should give preference in the deployment of manpower to the 100% Himachali bonafide. The minimum qualification for deployment will be as per minimum prescribed qualification for different category of post. The manpower/staff to be deployed should be well conversant with local language.
- 31. For due performance of the contract in accordance with the terms and condition specified, the firm shall furnish performance guarantee amounting to Rs.10,00,000/-(Rs.Ten Lacs) only of the total annual contract amount quoted by the successful bidder valid for whole contract period. This to be submitted in the office of Principal ,Dr.R.K.G.M.C Hamirpur (HP) within 7 days of the issuance of award letter. In case of failure to submit the performance Guarantee within specified period, EMD of the contract shall be forfeited and contract shall be liable to be cancelled. This performance guarantee will be forfeited in case the supply of manpower is deployed beyond the stipulated period indicated at Para above.
- 32. If the work, conduct and services provided by the tenderer are not found satisfactory, the competent authority reserves the right to terminate the contract at any stage.

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33. If the tenderer is reluctant to continue the services, at least three month notice is required from the tenderer.

#### MINIMUM ELIGIBILITY CRITERIA

- 34. (i) The firm should be registered for GST with authority concerned. Certificate to be uploaded with the bid.
  - (ii) The firm/ company should be in this business for at least five years, for which experience certificate along with ITR should be uploaded.
- 35. The balance sheet of previous three years i.e. 2021-22, 2022-23 and 2023-24 having minimum turnover of Rs. 3,00,00,000/-( i.e. Rs. Three crore in each year) duly audited/ certified from the charted accountant should be uploaded with the bid.
- 36. The EPF and any other liabilities to be paid to the service provider/ firm concerned. The services charges should include each & every type of provisions/ expenditures to be incurred on establishment.
- 37. The Principal/Additional Director(Admin.) ,Dr.RKGMC Hamirpur reserves all right to reject any or all the tenders without assigning any reason.
- 38. Initially the technical bids shall be scrutinized /opened by the committee and after scrutiny the financial bids of only those parties shall be evaluated who are declared qualified in technical evaluation.
- 39. Income tax at the rate applicable shall be deducted at source from every payment.
- 40 Tender documents found incomplete shall not be entertained and rejected.
- 41. In case of violation of any terms and conditions contract will be cancelled and Performance guarantee amount shall stand forfeited.
- 42. That the payment of the engaged worker will be credited directly by the manpower agency to their bank account on the receipt of attendance report from the quarter concerned.
- 43. In case of violation of any terms and condition of the contract, the contract shall be cancelled and performance guarantee amount shall stand forfeited.
- 44. That the persons employed/deployed by the service provider will have to mark their attendance in register/biometric machine in the office of the Principal/ Medical Superintendent, Dr. R.K Govt. Medical College Hospital Hamirpur (HP).
- 45. Before joining, the efficiency of the manpower to be provided by the selected agency will be evaluated/tested by the Professional staff/committee of the institution who/which will be appointed by the Principal, Dr.RKGMC Hamirpur. The Principal/Additional Director(Admin.), Dr.RKGMC Hamirpur also reserves the right to verify the educational/professional qualification certificates of the engaged manpower. The services of the manpower so engaged will be evaluated as & when required.
- 46. The bidders will attend the evaluation process on the scheduled date and time alongwith original documents pertaining to their eligibility, online bid and as mentioned in above terms and conditions for physical verification, scrutiny by the committee failing which their bid(s) will be rejected.
- 47. The bidder should have filed last three years IT Returns i.e. for 2021-22, 2022-23 and 2023-24.

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- 48. The bidders/competing manpower agencies will attach solvency certificate with the bid/tender document.
- 49 The bidder/firm must have its duly registered office within the state of Himachal Pradesh.

#### 1.2 CONFIDENTIALITY

- 1.2.1 The Service provider shall take all precautions not to disclose, divulge and / or disseminate to any third party any confidential information, proprietary information on the Client's business or security arrangements (including but not limited to the Assignment Instructions, Schedules and other subsequent Agreements) and/or business of the Client. The obligation is not limited to any scope and the Service provider shall be held responsible in case of breach of the confidentiality of Client's information.
- 1.2.2 If the Service provider receives enquiries from Press / News / Media/ Radio / Television or other bodies / persons, the same shall be referred by the Service provider to Client immediately on receipt of such queries.

### 2 PERFORMANCE BANK GUARANTEE (SECURITY DEPOSIT)

2.1 The successful bidder within fifteen days of the acceptance of the LoA shall deposit a Performance Bank Guarantee amt. in the form of a Bank Guarantee of any nationalized bank, a sum Rs.10,00,000/-(Rs.Ten Lacs) only in favour of The Principal, Dr.RKGMC, Hamirpur (HP) Payable at Hamirpur (HP) and valid upto whole contract period.

#### 16. CURRENCIES OF BID AND PAYMENTS

16.1 The Bidder shall submit his price bid / offer in Indian Rupees and payments under this contract will be made in Indian Rupees.

#### 17. GOVERNING LAWS AND SETTLEMENT OF DISPUTE

- 17.1 Any claims, disputes and or differences (including a dispute regarding the existence, validity or termination of this Contract) arising out of, or relating to this contract including interpretation of its terms shall be resolved through joint discussion of the Authorized Representatives of the concerned parties.
- 17.2 **Jurisdiction of Court:** This Contract is governed by the laws of Republic of India and shall be subject to the exclusive jurisdiction of the courts in H.P.

#### 2. INDEMNIFICATION:

The successful bidder is solely liable to fully indemnify and keep Client indemnified against all loses/penalties/awards/decrees arising out of litigation/claims/application initiated against the Client on account of acts of omission/commission attributable to the Service provider and which are punishable under the provisions of various Central Labour and Employment Acts including the following Acts as amended from time to time. Client shall be vested with sole discretion to determine damages/ loss suffered on account of above from the dues payable from security deposit as performance Guarantee or from either the personal property of bidder or property owned by his firm/company by way of initiating suitable legal litigation against the Service provider at any point of time.

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### 3. LABOUR LAW COMPLIANCES

- 3.1 The engagement and employment of labourers and payment of wages to them as per existing provisions of various labour laws and regulations is the sole responsibility of the Service provider and any breach of such laws or regulations shall be deemed to be breach of this contract. Client may ask the service provider to produce documents to verify that these provisions/laws are complied with by the service provider.
- (a) All wages allied benefits such as leave, ESI, PF, Gratuity, Bonus etc, shall be paid by the service provider and Client shall not incur any liability or additional expenditure whatsoever for personnel deployed.
- (b) It is mandatory that the employees must be paid through bank/cheques/RTGS/NEFT only.
- 3.2 The Service provider shall abide by all labour laws, laws related to EPF Organization, ESI Corporation, Workmen Compensation Act. The details of EPF, ESIC in respect of their deployed staff shall be submitted by the Service provider to Client every month alongwith the bill. The Service provider shall abide including but not limited to, matters relating to timely payment of wages and allowances, payment of minimum wages, payment of overtime, grant of leave, payment of workmen's compensation, working hours, safety, maternity benefits, holidays, framing of standing orders, disciplinary action against employees, payment of provident fund contributions, payment of gratuities and payment of bonuses.
- 3.3 The service provider shall be liable for any legal dispute / case / claims that arises or may arise during currency of the contract due to non-compliances of labour or other related laws.
- 3.4 The service provider shall be responsible for compliance of all the laws rules/regulations and Govt. instructions that are/will be applicable to and aimed to protect the interest of the employees/worker engaged by it and shall ensure payment of all the statutory dues/liabilities as may have arisen during the past 'or' may arise during the course of performance of contract.
- 3.5 The Service provider shall submit periodical returns as may be specified from time to time.

#### 4, PENALITIES:

4.1 The penalties will be imposed on violation of terms and conditions of agreement as given below:

Sr.No	Description of irregularities	Penalty
1	If the required workers are less than the minimum required	@ Rs.500/-per worker per day
2	Staff not in uniform/without ID Card	@Rs.100/-per worker per day
3	Necessary Tools/Equipments viz. belt, shoes, shocks, caps, torch,	@ Rs.500/-per worker per day
	cane stick, baton, metal detectors, hand held metal detectors,	
	communication set, walkie talkie set, etc. f not available	
4	Misbehavior by the Contract Manpower with health facility(ies)	Rs.500/- per incidence
	staff or patient/attendants of the patients, visitors-to be	
	verified/decided by administration of institute	
5	Recurrence f irregularities given at Sr.No.1 to 4	Double the penalty amount as
		above.

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**Note:** In case the agency fails to provide any of the equipments, tools, tackles continuously for period of 07 days, the Nodal Officer designated by the Tender inviting authority shall have the right to purchase the non available equipments, tools etc. on the market rates and deduct the cost of same from the contractors' bill in addition to the imposition of applicable penalties.

## TABLE-'A' ANNEXURE-VIII TO BE SCANNED AND UPLOADED WITH THE BID QUOTE YOUR PRICES(FINANCIAL BID) Detail of monthly charges to be claimed

Category	Minimum Educational/ Professional qualification for the post	Wages in r/o the post where no benefit of food, tea, accommodation is provided	EPF @ 13%	ESI @ 3.25%	Administrative/ Service, Charges /per Person /per day Amount(%)	Uniform Charges	GST @18%	Cost to Institution per person/Per Day
Staff Nurse	10+2(Medical),GNM or B.Sc.(Nursing) & Regd. with HPNRC, Shimla	Rs. 453/- daily Rs.14,490-pm						
Operation Theatre Assistant	10+2 (Medical ) & Diploma in OT Techniques Or B.Sc. in OT Techniques & Regd.with HPPMC Shimla	Rs.435/-daily Rs.13,050/-pm						
Radiographer	10+2(Science) & Diploma in Radiology & Regd. With HPPMC Shimla	Rs.435/-daily Rs.13,050/-pm						
Blood Bank Technician	10+2(Medical)with DMLT & Regd. with HPPMC Shimla	Rs.452/-daily Rs.13,560-/-pm						
Pharmacist	D.Pharmacy or B.Pharma. & Regd. with HP Pharmacy Council Shimla	Rs.435/-daily Rs.13,050/-pm	•					
.Lab. Technician	B.Sc. (MLT) & Regd. with HPPMC Shimla	Rs.452/-daily Rs.13,560-/-pm						
Lab. Assistant	10+2 (Medical) with DMLT & Regd. with HPPMC Shimla	Rs.400/-daily Rs.12,000/- pm						
Library Staff (Librarian)	M.Lib.from a Govt.recognised institute	Rs.452/-daily Rs.13,560-/-pm						
Assistant Librarian	D.Lib./B.Libfrom a Govt .recognised institute	Rs.452/-daily Rs.13,560-/-pm					V.	

		<u>H</u>	IAMII	RPUR	(HP)			
Category	Minimum Educational/ Professional qualification for the post	Wages in r/o the post where no benefit of food, teat, accommodation is provided	EPF @ 13%	ESI @ 3.25%	Administrative/ Service, Charges /per Person /per day Amount(%)	Uniform Charges	GST @18%	Cost to Institution pe person/Per Day
Data Entry Operator	10+2 with 01 Year Diploma in Computer Application from a Govt. recognized institute.	Rs.452/-daily Rs.13,560-/-pm						
	Desirable:- Proficiency in handling computer system & MS Office, MS Word, Power Point presentation							
Driver	Matriculation with HMV Driving License	Rs.463/-daily Rs13,890/-pm						
Multipurpose Class-IV workers/ Ward Boy	10 <sup>th</sup> Pass	Rs.400/-daily Rs.12,000/- pm						
Photographer	10+2 with 01 Diploma in Photography from Govt. recognized institution	Rs.452/-daily Rs.13,560-/-pm						
Audiologist/ Audiometric Technician	Bachelor in Audiology & Speech Pathology	Rs.663/-daily Rs.19,890/-pm	•					
Speech Therapist	Bachelor in Audiology & Speech Pathology	Rs.452/-daily Rs.13,560-/-pm			4.			
Cath Lab. Technician	Minimum 2 years Cath Lab.Techician diploma Course	Rs.452/-daily Rs.13,560-/-pm						
Plumber	ITI Diploma (Plumber) from Govt. recognized institution.	Rs.452/-daily Rs.13,560-/-pm						
Physical Game Instructor	Diploma Physical, Education from Govt. recognized institute.	Rs.663/-daily Rs.19,890/-pm						
Electrician	ITI Diploma (Electrician) from Govt. recognized institute	Rs.452/-daily Rs.13,560-/-pm						
PSA Operator	ITI Diploma in associated subject from Govt. recognized institute	Rs.435/-daily Rs.13,050/-pm		/				
110		1	-					

\*\*Note:

- (i) All the columns shall be clearly filled. The tenderer should quote the, rates and amount tendered by him/them in figures and as well as in words. The tenderer shall take care that the rates and amount is written in such a way that interpolation is not possible. No blanks should be left which would otherwise make the tender liable for rejection.
- (ii) Total Consolidated monthly amount (including Minimum Wages, EPF etc.) should be quoted by the bidder.
- (iii) Payments shall be made by the Client as per the terms and conditions of the Tender Documents.
- (iv) Prices shall be valid for a period of one year. However, on revision of minimum wages, Service provider may request in writing for enhancement of minimum wages accordingly to the Client, which shall be considered and agreed, if found reasonable by the Client.
- (v) The quoted consolidated monthly amount prices shall be inclusive of all charges including our contribution towards PF. It shall also include cost of training and uniform, Supervisor of company etc.

  The prices in the Price Schedule shall be exclusive of all applicable taxes as may be levied by the Govt. from time-to time and the same shall be charged in addition to the applicable rate.
- vi) The firm quoting rates should ensure that administrative charges less than 2% (Two Percent) are not quoted.

Signature of the Authorized Signatory

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### FORM-I

### (UPLOAD SCANNED COPOY IN PDF WITH THE BID)

#### **CONTACT DETAILS FORM**

#### GENERAL DETAILS OF BIDDER

1.	NAME OF THE COMPANY	
2.	NAME AND DESIGNATION OF AUTHORISED REPRESENTATIVE	
2.	COMMUNICATION ADDRESS	
3.	PHONE NO./MOBILE NO.	
4.	FAX	
5.	E-MAIL I.D.	
	PARTICULAR DETAI	LS OF THE BIDDER'S REPRESENTATIVE
1.	NAME OF THE CONTACT PERSON	
2.	DESIGNATION	
3.	PHONE NO.	
4.	MOBILE NO.	
5.	E-MAIL I.D.	
		UNDERTAKING
	I, the undersigned certify that I have gone through to comply with them.	gh the terms and conditions mentioned in the bidding document and undertake
2.	The rates quoted by me are valid and binding up are the lowest rates as quoted in any other institu	pon me for the entire period of contract and it is certified that the rates quoted
		of the Office of the Dr.R.K.G.M.C.Hamirpur (HP) to forefeit the
	Earnest Money/Security money deposit by me/u	s in case of breach of conditions of Contract.
5.	I hereby undertake to provide the manpower ser	vices as per the directions given in the tender document/contract agreement.
Date		Signature of the Authorized Signatory
Trait		
Place	2-	Designation:
1	1 / 10/1/	(Office seal of the Bidder)
1	1 / / / / / / / / .	

### FORM-II (UPLOAD SCANNED COPOY IN PDF WITH THE BID)

		BID SE	CURITY FURNI	
	No		Date	e
То				
	Dr.R.	Additional Director(Admin.) K. Govt.Medical College rpur (HP)		
its bid No our reg	dated	for providing Patient dated KNOW ALL MEN by office at	Care Services/manpower at Dr. these presents that WE	RKGMC, Hamirpur vide Tenderof having
		alled 'the Bank') are bound unto The Over made of the Owner, the Bank binds itse		
THE C	CONDI	TIONS of the obligations are:		
1.		Bidder withdraws his bid during the peri Bidder, having been notified of the accep		
	(a)	fails or refuses to execute the Contract OR	t, if required;	
	(b)	fails or refuses to furnish the Performa	nce Security, in accordance with	n the instructions to Bidders.
	(c)	fails or refuses to perform their duties	fully or partially to the satisfacti	on of the Owner.
naving claime	to sub	to pay the Owner up to the above amostantiate its demand, provided that in its is due to it owing to the occurrence onditions.	s demand the Owner will not ju	stify the demand of the amount
days a		e will remain in force as specified in period of bid validity and any deman dates.		

of how ?

Name & Signature of witness

Address of witness

Page 21 of 2

Signature of the Bank Authority Name Signed in capacity of

Full address of Branch Tel No. of Branch

e.mail ID:

### FORM-III (UPLOAD SCANNED COPOY IN PDF WITH THE BID)

### FORM FOR FINANCIAL CAPACITY

Description	Financial years						
	2021-22	2022-2023	2023-2024				
Annual Turnover							
Net Worth							
Current Assets							
Current Liabilities							
Total Revenues							
Profit Before Taxes							
Profit After Taxes							

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### CHECK LIST ON PREPARATION OF BIDS

Sl. No.	Particulars	YES/NO
1.	Have you filled in and signed the Contact Details Form and uploaded scanned copy with the bid?	
2.	Have you read and understood various conditions of the Contract and shall abide by them?	
	TECHNICALBID	
3.	Have you enclosed/uploaded the EMD of Rs.5,00,000- Five lacs) <b>only</b> & Tender Form fee @ Rs.3,000/-(Rs.Three Thousand)only.	
4.	Have you read and understood all the Sections of Tender?	
5.	Have you attached proof of having met the following minimum eligibility criteria?	
5.1	Legal Valid Entity: Have you attached/uploaded the attested Certificate issued by the Registrar of firms / Companies/Stores?	
5.2	Financial Capacity:Have you attached /uploaded Audited Balance Sheets?	
5.3	Registration with Government Bodies like ESIC, EPF, HP Labour Law: Have you attached/uploaded a Registration copy of each of the certificate?	
5.4	Experience: Have you attached/uploaded the attested experience certificates issued by the Organizations / Government Deptts of the last five years alongwith copy of 26 A.S. for the concerned period.?	
5.5	Manpower: Have you attached/upoaded proof of manpower?	
5.	Have you submitted the proof of authorization to sign on behalf of the bidder in the Technical Bid?	
	Have your Technical Bid been uploaded as per the requirements of the Tender?	
	FINANCIAL BID	
	Have your financial Bid proposal is duly filled?	
	Have you quoted prices against each of the category?	
0.	Have your financial bid been uploaded as per Tender?	

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### CHECK LIST( To be enclosed with Technical Bid)

CERTIFICATE/DOCUMENTS/ANNEXURES TO BE SUBMITTED WITH TECHNICAL BID

(Please check following enclosures before submitting the bid)

S.No.	Particulars of check list	Yes	No	Page No.	Remarks
5.No.		168	110	rage No.	Kemarks
1	Have you enclosed/uploaded the EMD of Rs.5,00,000/-				
	(Five Lakh) only & Tender Form fee @ Rs.3000/-	-			
2	(Rs.Three Thousand) only				
2	Whether original Tender form/document duly singed and				
	stamped on all pages has been enclosed?				
3	Whether copy of authorization letter of the original form/bidder				
	in favour of he authorized signatory of tender for singing the				
	tender documents and quoting rates has been enclosed?				
4	Whether attested copy of Registration No. of firm enclosed?				
5	Whether attested copy of GST/VAT number of bidder/firm enclosed?				
6	Whether attested copy of TAN/PAN number of firm/bidder enclosed?				
7	Whether copy of Provident Fund Account No. issued by the				
1					
	competent authority. If yes, a copy of latest inspection report of Enforcement Staff of EPF Authorities for the work carried out	4			
0	in previous year is attached.				
8	Whether copy of ESI Registration Number issued by the				
	competent authority attached?				
9	Whether copy of Contract License issued by the Labour				
	Commissioners under Contract Labour (R&A) Act is attached?				
10	Details of Experience certificate of 05 years of providing				
	manpower on outsource basis for patient care services in 300				
	or above bedded hospital in Govt./Public sector(Centre or				
	State), National Institute. The experience certificate should				
	accompany with copy of 26 A.S. for the concerned period.				
. 11	Whether attested copies of audited balance sheet for the				
	previous 03 financial years i.e. 201-22, 2022-23 and 2023-24 is				
	attached?				
12	Whether attested copy of manpower wages roll and EPFO				
	Challan duly submitted to EPFO for previous 04 quarters				
	attached?				
13	Whether copies of Income Tax Return for previous 03 years				
	upto 31.03.2024 have been enclosed?				
14	Whether rates have been quoted on the prescribed				
11	Financial/Price Bid Form/performs Annexure(without deleting				
	any item from list) & whether all pages of Financial/Price Bid				
	are duly signed with stamp and page numbered are sealed in a				
	separate envelop with superscription and name and address of				
	bidder/firm?				

Dated:	Signature of Tenderer/Authorized Signatory
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