

# O/O CHIEF DISTRICT MEDICAL & PUBLIC HEALTH OFFICER DISTRICT PROGRAMME MANAGEMENT UNIT-NHM.

Nabarangpur e-mail- dhionab@gmail.com SHORT TENDER CALL NOTICE





Sealed tenders are hereby invited from reputed and eligible Agencies to provide human resources as when requirement basis by the CDM & PHO cum District Mission Director, NHM, Nabarangpur. Interested bidders may send their bid in double cover system (Cover A-Technical & Cover B-Financial). The tender document with terms and conditions may be downloaded from the District website <a href="https://www.nabarangpur.nic.in">www.nabarangpur.nic.in</a>. Last date of for receipt of Bids is 03/10/2019 only through Speed post/Regd Post/Courier. The same will be opened on 04/10/2019 or next working day whichever is earlier at 11.00 AM. The undersigned reserves the right to cancel all or any bids without assigning any reason thereof. Late received & incomplete bids will not be entertained.

-SH-

CDM & PHO cum District Mission Director NHM Nabarangpur

Charmissionspur

#### **ELIGIBIL ITY CRITERIA**

# The bidder should fulfill the following Eligibility Criteria:

- 1. Should be registered in India as a Company, Firm, Society or a Trust.
- 2. Consortium is not allowed.
- 3. Should have an average Annual Turnover of Rs. 2 Crores or more during the last three financial years (2015-16, 2016-17 & 2017-18)
- 4. Should have minimum 3 years of working experience as Human resource provider in Public / Private sector [State Govt. / Govt. of India Institution / Govt. undertaking / Corporation / Banks / Govt. & Pvt. Hospitals / Pvt. Organizations] on the stipulated date of bid submission.
- Work Order / Contract copies in support of experience must be submitted by the agency.
- The Bidder must not have been blacklisted either by the tender inviting authority or
  by any State Govt. or Govt. of India organization. The agency shall submit
  undertaking regarding the same on Non Judicial Stamp paper of Rs. 20/- as per
  Format annexed.
- 7. Must have labour registration certificate
- 8. Must be registered under EPF.
- 9. Must be registered under ESI
- 10. Must have a PAN
- 11. Must have GST registration number

PUELS HEM SON DELK ON THE CONTROL OF THE PUBLIC TO STATE OF THE PUBL

# TENTATIVE REQUIREMENT OF MANPOWER

01.	Driver	Skilled	02 no	
02.	Gardener	Unskilled	01 no	
03.	Attendant	Semiskilled	06 no	
04.	Oxygen Gas pipeline Operator	Skilled	01 no	
05.	Data Entry Operator.	Skilled	03 nos	

NOTE: The requirement of aforementioned human recourses may vary depending upon the situation and approval. As per the need the same may be provided.

SI No	Category of Human Resource	Minimum Educational Qualification	Minimum-Max Age Limit	Minimum Experience Required
01	Driver	10 <sup>th</sup> Pass With  Valid Driving  License-	21-60	5 yrs
02	Gardener	7th Pass	21-50	2 yrs
03	Attendant	10 <sup>th</sup> Pass	21-50	2 yrs
04	Oxygen Gas pipeline Operator	ITI passed In Electrical Trade	21-50	1 yr
05	Data Entry Operator.	Graduation with PGDCA	21-50	1 yr



### (C) (Technical Proposal)

#### Contents of Technical Proposal- Cover -A

The bidders are requested to summit a detailed technical proposal for providing Human Resources as when need basis during the proposed contract period in conformity with the Terms and conditions of this tender.

- EMD of Rs.25,000/-(Rupees Twenty Five Thousand Only)in the shape of a Demand Draft in favour of ZSS, Non NRHM, Nabarangpur.
- 2. Bid document cost of Rs.500/- (Rupees Five hundred only) in the shape of a Demand Draft in favour of **ZSS**, **Non NRHM**, **Nabarangpur**.
- 3. Photocopy of the Registration Certificate of the Agency
- 4. Photocopy of PAN
- 5. Photocopy of GST, EPF, ESI Registration
- 6. Photocopy of valid Labour license.
- 7. Photocopy of the ECR of EPF and Challans of ESI for the period from jan- Jun-2019 towards EPF / ESI payment of the personnel deployed by the agency.
- 8. Turnover Certificate from a Chartered Accountant.
- Format for Affidavit certifying that Entity / Promoter(s) / Director(s)/Partners of Entity are not blacklisted (On a Stamp Paper of relevant value)—(As per clause no: D)
- 10. Format for Affidavit of Power of Attorney for Signing of Proposal (On a Stamp Paper of relevant value). (As per clause no: E)
- 11. Photocopy of the audited Profit & Loss Statement in the last three financial years in support of the turnover certificate [2015-16, 2016-17 & 2017-18]
- 12. Photocopy of Relevant Experience Details in providing various human resources in State Govt. / Govt. of India Institution / Govt. undertaking / Corporation / Banks / Govt. & Pvt. Hospitals / Pvt. Organizations during the last three years.
- 13. Photocopies of work orders / contracts executed in support of the information furnished under SI. No: 12 above.
- 14. Any other details, the bidder like to include in the proposal.

DISTRIBUTED TON OR STORE TON OR

4

# Format for Affidavit certifying that Entity / Promoter(s) / Director(s) / Partners of Entity are not blacklisted (On a Stamp Paper of relevant value)

(To be furnished in the technical proposal)

						į.
A	ffi	а	а	v	п	ľ

I, M/s (the name of the agency with address of
the registered office) hereby certify and confirm that we or any of our promoter(s) /
Director(s) are not barred by Department of Health & FW, Govt. of Odisha / or any other
entity of GoO or blacklisted by any State Government or Central Government / Department
/ Organization in India from participating in Tenders as on the / /2019(Date of
Signing of this proposal). We further confirm that we are aware that, our proposal for the
captioned Project would be liable for rejection in case any material misrepresentation is
made or discovered at any stage of the Bidding Process or thereafter during the agreement
period.
Dated this
Authorized Signatory/Signature [In full and initials]:
Name and Title of Signatory:
(Organization Seal)

CHIEF CHENTH OFFICER CURRECTOR
PUBLIC HENT MISSION DIRECTOR
DISTRICT MISSION DIRECTOR
DISTRICT MISSION DIRECTOR

# Format for Power of Attorney for Signing of Proposal

(On a Stamp Paper of relevant value)

(To be furnished in the Technical Proposal)

#### Power of Attorney

Know all persons by these presents, We(name and address				
of the registered office) do hereby constitute, appoint and authorize Mr. /				
Ms(name and residential address)				
who is presently employed with us and holding the position of				
as our attorney, to do in our name and on our behalf, all such				
acts, deeds and things necessary in connection with or incidental to our bid for providing				
various Human Resources as and when requirement basis at District health institutions				
including signing and submission of all documents and providing information / responses to				
the District / Institution Authority, representing us in all matters before District / Institution				
authority and generally dealing with District / Institution authority in all matters in				
connection with our bid for the said Purpose. We hereby agree to ratify all acts, deeds and				
lawfully done by our said attorney pursuant to this Power of Attorney and that all eeds and things done by our aforesaid attorney shall and shall always be deemed to				
have been done by us.				
Dated this the day of2019				
For				
(Name, Designation and Address of the Chief of the Agency)				
Accepted				
(Signature)				
(Name, Title and Address of the Attorney)				
Date :				
Note:				
i. To be executed by the Chief of the Agency.				
ii. The mode of execution of the Power of Attorney should be in accordance with the				
procedure, if any, laid down by the applicable law and the charter documents of the				
executant(s) and when it is so required the same should be under common seal affixed in				
accordance with the required procedure.				
W. Vic. Market Control				
iii. In case an authorized Director of the agency signs the proposal, a certified copy of the				

appropriate resolution/ document conveying such authority may be enclosed in lieu of the Power of

Attorney.

# (F) OTHER CONDITIONS

- a) The staff deployed through Agency in the health facility (ies) shall not claim any benefit, compensation, absorption or regularization of their services in the govt. establishment under the provision of any statutory act.
- b) The staff deployed by the Agency shall not divulge or disclose any details of office, operational process, technical know-how, security arrangement, administrative/organizational matters to any third person, as all of that are confidential and secret in nature. In the event of being found that the official secrecy has been disclosed and for the purpose of security arrangement and or for other purpose, it is desirable to remove the said person, the nodal officer of the health facility has every right to remove the said person, immediately and liability if any to be borne by the Agency.
- c) The Agency shall ensure that the person deployed are disciplined and shall enforce prohibition of consumption of alcoholic drinks, paan, Gutkha, smoking, loitering and shall not engage in gambling or any immoral act.
- d) d)All the rules and regulations relating to labour laws including accident, workmen compensation and insurance, ESI, PF, etc. are to be complied.
- e) All standard safety norms are to be followed during execution of work by the Agency to avoid accidents causing damages to personnel, machines, buildings, etc.
- f) In case of any accident/ mishap of any nature occurred during performing the duty, the liability will be borne by the agency.
- g) The service provider shall engage only such workers, whose antecedents and health have been thoroughly verified including character and police verification and other formalities. The service provider shall be fully responsible for the conduct of their staff.
- h) The service provider at all times should indemnify the contracting Authority against all claims, damages or compensation under the provisions of payment of wages Act; Minimum Wages Act; Employer's Liability Act the Workmen Compensation Act; Industrial Disputes Act,; Maternity Benefit Act, or any modification thereof or any other law relating thereof and rules made hereunder from time to time. Contracting authority will not own any responsibility in this regard. Payment of minimum wages, notified by the government, shall be ensured all the time.
- i) The staff deployed through the service provider in the health facility (ies) shall not claim any benefit, compensation, absorption or regularization of their services in the Govt. establishment either under the provision of Industrial Disputes Act. or Contract Labour (Regulation & Abolition) Act. The Agency should have to obtain an undertaking from the deployed persons to the effect that the deployed person is the employee of the Service Provider and shall submit the said undertaking to the Contracting Authority. In the event of any litigation on the status of the deployed persons, the Contracting Authority/Society shall not be a necessary party, however in any event, either the deployed persons or to the order of the hon'ble court, the District Health Society / Institution may be a party in dispute to adjudicate the matter. The service provider has to reimburse the expenditure that would have been borne by the Contracting Authority.
- j) The staffs deployed by the service provider shall not divulge or disclose any details of office, operational process, technical know-how, administrative/ organizational matters to any third person, as all of that are confidential and secret in nature. In the event of being found that the official secrecy has been disclosed, it is desirable to

A SOUND THE CONTROL OF THE CONTROL O

7

- remove the said person. The nodal officer of the health facility has every right to remove the said person immediately and the responsibility if any in this context is to be borne by the service provider.
- k) All liabilities arising out of accident or death of the personnel provided by the service provider while on duty shall be borne by the service provider.
- I) The service provider and its staff shall take proper and reasonable precautions to prevent loss, destruction, waste or misuse of the areas of the Hospital premises.
- m) That in the event of any loss occasioned to the Hospital, as a result of any lapse on the part of the service provider as may be established after an enquiry conducted by the hospital, such loss will be made good from the amount payable to the service provider. The decision of the district / institution authority in this regard will be final and binding on the service provider.
- n) The service provider shall be responsible to protect all properties and equipment of the health facility entrusted to it.
- o) Any damage or loss caused by service provider's persons to the hospital in whatever form, would be recovered from the service provider.
- p) In the event of any breach/violation or contravention of any terms and conditions contained herein by the service provider, the performance security deposit of the service provider shall be forfeited.
- q) Any liability arising out of any litigation (including those in consumer courts) due to any act of service provider's personnel shall be directly borne by the service provider including all expenses/fines. The concerned service provider's personnel shall attend the court as and when required.
- r) The service provider shall not engage any such sub-contractor or transfer the contract to any other person in any manner.
- s) The staffs engaged by the service provider shall not take part in any staff union and association activities.
- t) The Hospital shall not be responsible for providing residential accommodation to any of the deployed personnel of the service provider.
- u) If as a result of post payment audit any overpayment is detected in respect of any work done by the service provider or alleged to have been done by the service provider under the tender, it shall be recovered by the authority of the concerned health institution from the service provider.
- v) If any underpayment is discovered, the amount shall be duly paid to the service provider by the authority of the concerned health institution.
- w) The service provider shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over whenever required by the Tender Inviting Authority / Authority of the concerned health institution.
- x) The service provider will have to enclose the proof / copies of the challans showing payment of statutory dues for the previous month along with monthly bills.
- y) All necessary reports and other information will be supplied on a mutually agreed basis and regular meetings will be held with the nodal officer of the respective health facility (ies)/ Tender Inviting Authority/Contracting Authority. The service provider and its staff shall take proper and reasonable precautions to preserve from loss, destruction, waste or misuse the areas of responsibility given to them by the Hospital, and shall not knowingly lend to any person or company any of the effects BUC HEALTH OFFICER cum or assets of the Hospital, under its control. S SOFWANEDION

- z) The contract can be terminated at any time prior to its completion by either Party with 30 days of prior notice.
- aa) In case of breach of any terms and conditions attached to the contract, the Performance Security Deposit of the service provider will be liable to be forfeited by contracting authority besides annulment of the contract.
- bb)The service provider shall ensure that the person deployed are disciplined and shall enforce prohibition of consumption of alcoholic drinks, paan, gutkha, smoking, loitering and shall not engage in gambling or any immoral act.
- cc) The service provider shall not assign or sublet this Agreement or any part thereof to any third party.

#### Termination / Suspension of Contract

The District Authority / Institution may by a notice in writing, suspend the contract if the selected agency fails to perform any of his obligations including carrying out the services, provided that such notice of suspension shall specify the nature of failure, and shall request remedy of such failure within a period not exceeding 15 days after the receipt of such notice. The District Authority / Institution after giving 30 days clear notice in writing expressing the intension of termination by stating the ground/grounds on the happening of any of the events (as mentioned below), may terminate the agreement after giving reasonable opportunity of being heard to the service provider:

- 1) If the service provider do not remedy a failure in the performance of his obligations within 15 days of receipt of notice or within such further period as the District Authority / Institution have subsequently approve in writing.
- 2) If the service provider becomes insolvent or bankrupt.
- 3) If, as a result of force majeure, the service provider is unable to perform a material portion of the services for a period of not less than 60 days: or
- 4) If, in the judgment of the District Authority / Institution, the service provider is engaged in corrupt or fraudulent practices in competing for or in implementation of the project.



#### Contents of Financial Proposal- Cover -B

SI No	Particulars	* Take home Remuneration / Month (to be quoted based on 30 days service).	EPF (Employer's share of 13%).	(Employer's share of 4.75%).	** Service Charge.	Total Cost / Month (Rs.) (up to two decimal places only).
01	Driver(Skilled)					
02	Gardener(Un- Skilled)					
03	Attendant(Semi Skilled)					
04	Oxygen Gas pipeline Operator(Skilled)					
05	Data Operator (Skilled)					

#### NOTE:

- 01. \* The monthly take home remuneration must be based as per minimum wages act vide the recent gazette notification no. 1991 dated 30.10.2018 issued by Labour & ESI Department, Odisha for Unskilled/Semi–skilled and Skilled personnel or any recent notification. This should take into account  $24 \times 7 \times 365$  days of service for the personnel required at the health institutions.
- 02. \*\* The service charge shall be quoted by taking into account all management cost of the personnel including statutory requirement, uniform, training etc. The bidders are required to quote the price (Service Charge) in whole Rupees & no fraction of Rupee will be considered and quoting in fraction of Rupee will be lead to summarily rejection of financial bid. There must not be any compromise on the take home remuneration mentioned above.
- 03. The total cost mentioned in the last column by the bidder is excluding the GST. The applicable GST may be charged separately.

CDM & PHO cum District Mission Director NHM, Nabarangpur

PUBLIC HEALTH OFFICER
NABARANGPUR