

TENDER NOTICE

Homi Bhabha Cancer Hospital (HBCH), Sangrur invites online tenders from reputed agencies for Outsourcing of manpower services on contract basis



HOMI BHABHA CANCER HOSPITAL, SANGRUR
TATA MEMORIAL CENTRE
AN AUTONOMOUS BODY UNDER DEPARTMENT OF ATOMIC ENERGY,
GOVT. OF INDIA
DISTRICT HOSPITAL CAMPUS, SANGRUR – 148001, PUNJAB

Date of Issue : 27.05.2022
Last Date for Submission : 27.06.2022 Up to 14.30 hrs
Technical Bid opening : 28.06.2022 at 15.30 hrs

HOMI BHABHA CANCER HOSPITAL, SANGRUR
TATA MEMORIAL CENTRE
DISTRICT HOSPITAL CAMPUS, SANGRUR – 148001, PUNJAB
(Tel.No. 24177000 Extn. 4628 / 4646)

SHORT TENDER NOTICE

(T. N. NO. TMC/HBCH/SANGRUR/2022/01 Dated 27.05.2022)

1. Tata Memorial Centre intends to hire a contractor for carrying out temporary/casual nature of work / activity at Homi Bhabha Cancer Hospital (HBCH), Sangrur Punjab.
2. Two parts online tenders are invited from eligible firms / contractors / agencies on terms and conditions mentioned in Tender Document made available on TMC website <http://tmc.gov.in> and on (URL: <https://eprocure.gov.in/eprocure/app>). The bidder should pay EMD amount as mentioned in the tender.
3. Selection of Bidder will be strictly on the basis of fulfillment of the 'Minimum Eligibility Criteria'.
4. Other Terms and Conditions are displayed on above mentioned website. Right to accept or reject or cancel any tender or relax any part of the tender offer without assigning any reason there for is reserved by Homi Bhabha Cancer Hospital, Sangrur, Punjab.

(BENNY GEORGE)
HRD OFFICER
TATA MEMORIAL HOSPITAL
MUMBAI

HOMI BHABHA CANCER HOSPITAL, SANGRUR
TATA MEMORIAL CENTRE
DISTRICT HOSPITAL CAMPUS, SANGRUR – 148001, PUNJAB
(Tel.No. 24177000 Extn. 4628 / 4646)

**SHORT TENDER NOTICE – T.N.NO.: TMC/HBCH/SANGRUR/2022/01 dated
27.05.2022**

Sr.No.	DETAILS	DATES / AMOUNT	
1.	Tender Publication	27.05.2022	
2.	Last date for Submission of Bid	27.06.2022 upto 14.30 hrs	
3.	Opening of Bids	28.06.2022 at 15.30 hrs	
4.	Tender Processing fee and EMD	<u>Tender Cost</u>	EMD Rs.
		Rs.1500/-	20,16,832/-
5.	Validity	Bids shall remain valid for 180 days from the date of Tender opening.	
6.	Address for Communication and contact details	Tata Memorial Hospital, Mr. C.T.Shetty, Dy. Admin Officer, H.R.D.Dept., 2 nd Floor, Service Block Building, Dr. E. Borges Marg, Parel, Mumbai – 400 012. Tel.No. 24177000 Extn: 4628 / 4646 E-mail: hrdoutsourcing@tmc.gov.in	

(BENNY GEORGE)
HRD OFFICER
TATA MEMORIAL HOSPITAL
MUMBAI

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1. Introduction:

Tata Memorial Centre (Homi Bhabha Cancer Hospital, Sangrur) is an autonomous body under the administrative control of Department of Atomic Energy, Govt. of India.

2. Requirement:

Two parts online tenders in the prescribed format are invited from the agencies having minimum Five years experience in the area for which bid is submitted in providing manpower on contract basis. The Agency will be hired initially for a period of two years with a probation of 3 months from the date of award of contract which is extendable at the discretion of Director, TMC after expiry of contract on mutually agreed terms and conditions, subject to satisfactory performance of the agency. However, Homi Bhabha Cancer Hospital, Sangrur or its representative has the right to review the performance of the Agency at regular intervals. Homi Bhabha Cancer Hospital, Sangrur may also cancel the existing contract and call for fresh bid any time, if deemed necessary. The selected agency shall be asked to provide required manpower. Details of qualification, no. of manpower required etc. shall be as per **Annexure – I**.

3. Scope:

Under this contract the Agency has to provide required manpower as per Annexure-I. The number of manpower mentioned is only indicative and it can be increased or decreased as per the requirement of the organization. Some activities may require round the clock assistance.

4. Minimum Eligibility Criteria:

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

- a) **Legal Valid Entity:** The Bidder shall necessarily be a legal entity either in the form of a Limited Company or a Private Limited Company registered under the Companies Act, 1956 or a Partnership firm or Proprietorship firm. Bidder in the form of JV/Consortium is not permitted.
- b) **Registration:** The Bidder should also be registered/comply with various statutory compliances.
- c) **Clearance:** The Bidder should also have clearance from Goods and Service Tax Department and Income Tax Department. Relevant proof in support shall be submitted. Copy of organization / company and audited balance sheet for past 3 years to be enclosed.

- d) **Experience:** The Bidder should have experience in providing services involving Manpower in reputed firms in last Five Financial Years. However, preference will be given to Agencies who have experience in Hospitals as Annexure IV
- e) **Turn over:** The agency should have a minimum turnover of Rs. 05 crores per annum for the last three years. One work where the agency is currently carrying out the services of providing manpower should not be less than Rs. 03 crores per annum.

4.1. Documents supporting the Minimum Eligibility Criteria:

1. Registration number under the shops and Establishment Act/ Companies Act/Society Act/SSI
2. PAN and TAN NO.
3. Goods & Service Tax registration no.
4. Registration no. EPFO
5. Registration no. ESIC
6. Latest IT returns 03 years
7. Latest Audited balance sheet 03 years
8. Bidder should have Minimum 05 years experience of providing manpower in reputed Institution/Organizations/PSU's/Government Organizations.
9. Type of the ownership of the organization.
10. Labour License (for any other site)
11. Bank Solvency certificate **@ 40% of the tender value.**
12. EMD/Security Deposit/Bank Guarantee not forfeited certificate as per Annexure – V.
13. An undertaking (self certificate) on a stamp paper that the bidder hasn't been blacklisted by a central/any state Government institution and there has been no litigation with any Government department on account of similar services is to be submitted.
14. Undertaking for Payment of Wages on time as per Annexure IX
15. Details of the company / firm / agency along with its address and details of contract to whom manpower was provided **(The contract value should be indicated.)**
16. Type of manpower provided and their number. Work Contract agreement will not be considered in experience criteria.
17. Letter of acceptance of the terms and conditions of the tender
18. Tender documents to be signed.
19. Signing Authority Letter
20. NSIC / MSME Certificate to be submitted if applicable.

Note:- Bidders must upload copy of valid certificate of the above documents along with tender document. Incomplete applications will be summarily rejected.

5. Bidding Process:

The Bidder is expected to read / examine all instructions, forms, terms, conditions and specifications in the Tender Documents. Failure to furnish information required as per the tender documents or submission of a tender offer not substantially responsive in every respect to the tender documents will be at the Bidder's risk and may result in rejection of its tender offer.

5.1 Submission of Tender

1. The tender should be submitted under **Two bid system**, i.e. Technical Bid and Financial Bid to be submitted through online only on or before **27.06.2022** upto **14.30 hours**.

5.1.1. Earnest Money Deposit

- a) Bidders are required to deposit EMD amount which will not bear any interest. It must be paid by Demand Draft / Pay Order drawn in favor of 'Homi Bhabha Cancer Hospital, Sangrur' payable at Mumbai only. **The EMD amount can be paid in the form of Demand Draft / Pay Order or original TMC Receipt and it must be submitted prior to the bid opening, failing which the bids will not be considered valid. Cheque will not be accepted. No offer will be accepted unless full amount of E.M.D. is paid.** Offers, submitted without EMD, will be rejected. EMD of the unsuccessful Bidders will be returned after the finalization of the contract. EMD of the successful Bidders will be returned on executing the Contract and furnishing the Security Deposit or EMD will be adjusted against Security Deposit.
- a) The EMD / Bid Security will be forfeited:
 - If a Bidder withdraws its tender during the period of bid validity or
 - In case of successful Bidder, if the Bidder fails
 - i) to execute the agreement / contract within 7 days from the date of the issue of the work order.
 - ii) to submit Security Deposit as specified in the terms and conditions.

5.1.2 Technical Bid

The Technical Bid shall contain the following documents:

- i) Documents Establishing Bidder's Eligibility.
- ii) The technical details as required in **Annexure-IV** of this tender document.
- iii) A letter of acceptance of terms and conditions of the tender.

5.1.3 Financial Bid:

The Financial Bid shall contain the following:

- i) Bidders shall strictly submit Financial Bid form as per **Annexure – VIII**.
- ii) The Financial bid must be filled in complete, without any errors, erasures or alterations and shall be shown in detail including agency charges and applicable taxes and any other charges, if any. Corrections must be duly attested by the tenderers.
- iii) The Financial Bid must contain the rate of Agency's service **charges in percentage only**.
- (iv) **If a firm quotes NIL charges the bid shall be treated as unresponsive and will not be considered.**

The Financial Bids of only successful bidders, who have been found technically qualified, will be opened at a later date and those will be intimated separately before opening those technically qualified agencies by mail. So agencies are requested to give correct e-mail ID and contact phone/fax numbers. Homi Bhabha Cancer Hospital, Sangrur is not responsible for non-delivery of mails due to wrong address given by them or offers received after the scheduled due date and time.

5.2 Terms and Conditions of Tender

5.2.1 Erasures or Alterations and Signing of Tender Offers

- a) The offer shall be typed or written in ink and shall be signed by an authorised signatory. All pages of the Tender Offer, except for printed literature, shall be initialed by the person or persons signing the offer. Any correction / over writing should also be signed by the authorised signatory. In the case of errors made by the Bidder, such corrections shall be initialed by the person or persons signing the offer.
- b) Any change in the Constitution / Name of the firm will not be accepted once the submission of the bid is done. If there will be any change in the constitution / Name of the firm the tender will be cancelled with immediate effect.

5.2.2 Completeness of Technical Offer

Technical details must be completely filled up. Filling up of the Technical Detail form using terms such as "OK", "accepted", "noted", is not acceptable. The Homi Bhabha Cancer Hospital, Sangrur shall treat offers not adhering to these guidelines as unacceptable. Conditional Tenders are liable to be rejected.

Canvassing in connection with the tenders is strictly prohibited and the tender of anyone resorting to canvassing will be liable for rejection on that ground alone.

5.2.3 Costs & Currency

The offer must be given in Indian Rupees only.

5.2.4 Information about Bid Process

A Pre-bid meeting will be held on 15.06.2022 at 14.30 hrs. All the prospective bidders are suggested to take cognizance of the same and attend the meeting, if interested.

5.2.5 Submission of Bids

Bids shall be submitted on or before **27.06.2022** on **14.30 hrs.** Director, TMC may, at his discretion, extend this deadline for submission of offers by amending the Tender Documents and same will be notified on website only. In that case all rights and obligations of the purchaser and tender previously subject to the deadline will thereafter be subject to the deadline as extended. Offers received through Email, Telex, Fax, cable **will be rejected.**

5.2.6 Late Tender Offers

Any offer received from the agencies after the due date and time prescribed for submission of the same, pursuant to the clause above, **will not be entertained.**

5.2.7 Validity of Bids

All the bids must be valid for a period of 180 days from the date of tender opening. No request will be considered for price revision during the contract period. **If necessary, Homi Bhabha Cancer Hospital, Sangrur shall seek extension in the bid validity period beyond 180 days.**

5.2.8 Opening of Bids

The bids will be opened in the presence of representatives of bidders on **28.06.2022** at **15.30 hrs.** Only one representative per bidder shall be permitted to attend along with the letter of authority as per **Annexure - VII.** Technical Bid will be opened then it will be handed over to the duly constituted Tender Evaluation Committee (TEC) for evaluation. The financial details of technically qualified bids shall be opened in the presence of bidder's representatives (only one per bidder) on a date and time duly notified.

5.2.9 Evaluation of Bids

Evaluation of all bids will be done by a duly constituted **Tender Evaluation Committee (TEC).**

a) Preliminary Scrutiny

- i) Bids of the agencies, not satisfying the minimum eligibility criteria shall be rejected and no further evaluation of such bids will be done.
- ii) Prior to the detailed evaluation, Homi Bhabha Cancer Hospital, Sangrur will determine the substantial responsiveness of each offer to the bid documents. For purpose of this Clause, a substantially responsive bid is **one which is in conformity with all the terms and conditions of the Tender Documents** without any material deviations. The Homi Bhabha Cancer Hospital, Sangrur determination of a bidder's responsiveness will be based on the contents of the bid itself without **recourse to extrinsic evidence**.
- iii) Homi Bhabha Cancer Hospital, Sangrur reserves the right **to waive any minor infirmity** or irregularity in a bid, if it is in the interest of the organization (Homi Bhabha Cancer Hospital, Sangrur). The decision of Homi Bhabha Cancer Hospital, Sangrur in this regards shall be **final and binding** on all Bidders.
- iv) Conditional offer will not be accepted.
- v) Homi Bhabha Cancer Hospital, Sangrur reserves the right to accept or reject any tender offer and to annul the tendering process and reject all tenders at any time prior to award of contract, without thereby incurring any liability towards the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for the Homi Bhabha Cancer Hospital, Sangrur 's action.

b) Technical Evaluation

- i) For the agencies which meet the pre-qualification criteria, the TEC would examine the technical details and may ask for additional supporting information from the bidders, if required. **No new information can be submitted as addition to original bid.**
- ii) Homi Bhabha Cancer Hospital, Sangrur reserves the right to assess the proposed managerial staff before technically qualifying the agency if required. In such case this proposed managerial staff will have to be present in front of the TEC at Sangrur on an earliest convenient date at their expense.
- iii) Homi Bhabha Cancer Hospital, Sangrur at its discretion may visit the sites where the Agency presently has a contract/performed the work and obtain feedback. Homi Bhabha Cancer Hospital, Sangrur will have full liberty to reject any bid based on the feedback and Agency will have no claim, whatsoever, in this process. Agency will extend to Homi Bhabha Cancer Hospital, Sangrur all such co-operation as may be required for the site visit.
- iv) The technically qualified bidders will be considered for financial bid evaluation.

- V) The contract will not be split.

c) Financial Bid Evaluation (FBE)

- I. Financial Bids of only the technically qualified bidders will be considered. The financial bids shall be evaluated on the basis of service charge quoted by the Agency. The service charge should include the salary of Supervisors, cost of Biometric Attendance System, applicable income-tax, Uniforms wherever applicable, ID cards, administrative charges, etc. at Homi Bhabha Cancer Hospital, Sangrur
- II. A Tender Evaluation Committee (TEC) would scrutinize the financial bids. The bids, found lacking in strict compliance to the financial bid format shall be rejected.
- III. The bidders have to quote financial bid as percent of total payment made per month to the manpower specified as per Annexure I. If there is a discrepancy between words and figures, the amount in words shall prevail and be valid.
- IV. Financial bid has to be mentioned as percent upto two decimal figure only. If mentioned in more than two decimals it will be rounded to two decimal value. If digit in third decimal place is five or more than five it will be deleted and digit in second decimal place will be increased by one and if digit in third decimal place is less than five it will be deleted and digit in second decimal place will remain unchanged.
- V. In the event of Service Charges quoted by two or more agencies being equal, Director, TMC reserves the right to call for revised price bid from those agencies.
- VI. Financial bid if submitted along with the technical bid will be rejected.

d) Award of contract:

- i. Selected bidder will be issued a letter of intent (LOI). Security deposit should be paid within ten days. In case the selected bidder does not respond or is unable to complete formalities the EMD will be forfeited.
- ii. Upon receipt of security deposit the work order will be released and the contractor must complete contract formalities within fifteen days.
- iii. Goods and Service tax at the prevailing rates shall be payable by Homi Bhabha Cancer Hospital, Sangrur on production of documents of its submission with the concerned authority.

- iv. In case, the Contractor fails to comply with any statutory/taxation liability under appropriate law and as a result thereof the Homi Bhabha Cancer Hospital, Sangrur is put to any loss/obligation, monetary or otherwise, the Homi Bhabha Cancer Hospital, Sangrur will be entitled to get itself reimbursed out of the outstanding bills/performance security to the extent of the loss or obligation in monetary terms.
- vi. If Homi Bhabha Cancer Hospital, Sangrur faces any problem in the manpower at a later stage, Director, TMC reserves the right to withdraw/relax any of the terms and conditions mentioned above as per existing or new policy of either State or Central Government so as to overcome such problem.

5.2.10 Award Criteria

- I. Homi Bhabha Cancer Hospital, Sangrur shall give letter of award to the selected bidder for providing Services.
- II. On written communication from Homi Bhabha Cancer Hospital, Sangrur the selected bidder shall sign the contract within ten days of such communication, failing which the offer shall be treated as withdrawn and EMD forfeited.
- III. The selected bidder should affirm in the contract signed that he is capable of supplying the manpower he has quoted
- IV. The selected bidder shall give security deposit of 3% of Contract value in the form of **Performance Bank Guarantee / FDR/ Account Payee demand draft / Bankers Cheque** from a nationalized Bank or scheduled commercial bank as per Annexure-VII, for the duration of the contract/extended period, if any, in favour Homi Bhabha Cancer Hospital, Sangrur, Plus One month's salary of employees in the form of cash /FDR. On receipt of bank guarantee towards security deposit the EMD of other bidders will be returned without any interest. / Security deposit can also be submitted by way of a fixed deposit receipt in favour of Homi Bhabha Cancer Hospital, Sangrur. The validity of the security deposit will be three months beyond the expiry of the contract period.
- V. Homi Bhabha Cancer Hospital, Sangrur will have the right to invoke the security deposit without assigning any reasons if performance of the agency is not found up to the mark.
- VI. It may be noted that most of the manpower requirement is project based and actual number will depend on the policies taken from time to time. Therefore, the quantity of manpower indicated in the Annexure I am liable to change. Homi Bhabha Cancer Hospital, Sangrur reserves the right to increase or decrease the required quantity and shall communicate to Contractor and accordingly within time schedule manpower to be provided.

6. Payment Terms

- i) The Payments to the agency will be made monthly on the basis of the Daily report of the employee man days of the services provided by the agency.
- ii) Monthly bills shall be submitted in duplicate to the coordinating Officer specified in contract along with Daily report and abstract of bills generated by Agency according to attendance sheets of employee duly certified by the officer-in-charge. The copy of service tax paid challan for the previous month/quarter as the case may be should be produced along with the bills for payment. Income Tax and other dues as applicable from time to time by the Government, shall be deducted at source from the monthly bills of the contractor.
- iii) All payments to agency shall be made subject to deduction of TDS (Tax deduction at Source) as per the Income Tax Act, 1961 and other taxes if any as per Government of India rules.
- iv) The agency will make the payment to their deployed employee on receipt of daily report/attendance sheets of the employees duly certified by the corresponding Officer-In-charge.
- v) The agency will submit Pre-receipted bills in duplicate by the 10th day of next month in respect of claim for the preceding month.
- vii) Payment of Bills will be made only after submission of complete documents every month as per the check list as follows:
 - Attendance Sheet
 - Acquaintances (Salary Statement)
 - NEFT/Bank Transfer (with UTR No.)/Cheque Statement
 - EPF - Challan Copy
 - EPF - ECR uploaded copy
 - ESIC - Challan Copy
 - ESIC - ECR uploaded copy
 - Professional Tax Challan Copy
 - Service Tax & Charges Challan Copy
 - MLWF - Challan Copy
 - Form "XXI" - Register of Fines
 - Register of Incidence
 - 10 Point Certificate (As per Annexure X)
 - LabourLicence
- viii) The Agency must be financially capable to pay remuneration in time to the personnel employed by them in Homi Bhabha Cancer Hospital, Sangrur upto a maximum period of 3 months in case Homi Bhabha Cancer Hospital, Sangrur is not in a position to clear their bills due to some reasons.

6.1.1 Fraud and Corrupt Practices

- ii) Without prejudice to the rights of the Homi Bhabha Cancer Hospital, Sangrur, if an Applicant is found by the Homi Bhabha Cancer Hospital, Sangrur to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Applicant shall not be eligible to participate in any tender issued by the Department.

7. Duty / Responsibility / Liability of the Contractor

7.1 General Conditions

- i) The selected agency shall not, without Homi Bhabha Cancer Hospital, Sangrur 's prior written consent, disclose the Contract or any provision thereof or any specification, plan, sample of information furnished by or on behalf of Homi Bhabha Cancer Hospital, Sangrur in connection therewith to any person other than a person employed by the agency in the Performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- ii) No charges of any kind will be levied by the contractor to the deployed staff in the Centre. Any such act brought to the notice of the Director, TMC, the tender / work order will be liable for termination.
- ii) The selected agency shall not outsource the work to any other associate/franchisee/third party under any circumstances. In case of default of this condition, Homi Bhabha Cancer Hospital, Sangrur shall have the liberty to forfeit the security deposit, to revoke the bank guarantee (including the ones submitted for other work order) and termination of the Contract.
- III) In the event of the agency's company or concerned division of the company is taken over / bought over by another company, all the obligations under the agreement with Homi Bhabha Cancer Hospital, Sangrur , should be passed on for compliance by the new company/new division in the negotiation for their transfer.
- iv) The Contractor shall maintain a complaint book.
- v) One official from Contractor shall remain in office hours to communicate all offices under Homi Bhabha Cancer Hospital, Sangrur to resolve day to day problems, work related to contract, payment issues etc.
- vi) The contractor / agency shall provide emergency medical treatment to its personnel through hospital etc, in case of need, failing which any cost incurred by Homi Bhabha Cancer Hospital, Sangrur towards the treatment shall be recovered/ adjusted from the payment due/security deposit of the contractor/ agency.

- vii) As Homi Bhabha Cancer Hospital, Sangrur is covered under the scope of RTI act, it is expected that the contractor shall keep all the records properly indexed and maintained in a specific manner so that copies can be extracted as and when required.
- viii) It will be the responsibility of the selected agency to take over the existing services of service provider as per the new agreement to be made with the selected agency.
- ix) Only some new conditions which are applicable as per the existing Government laws mentioned in the tender document will be mandatory on both Homi Bhabha Cancer Hospital, Sangrur and Contractor.
- x) The new agency will have to provide the manpower for the services from **01/08/2022** and the new manpower required from time to time.
- xi) All other general conditions of contract issued from time to time by the Government of India shall apply.
- xii) The mode of payment to the contract staff will be through Bank Transfer only.

7.2 Security

The personnel engaged by the Agency shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements, administrative/organization matters as all are of confidential/secret nature. The person concerned shall be liable for penal action under **IPC, Cr. P.C.** or any other relevant provision besides, action for breach of contract.

7.3 Indemnity

The agency will indemnify Homi Bhabha Cancer Hospital, Sangrur and Offices under Homi Bhabha Cancer Hospital, Sangrur of all legal obligations of its professionals deployed for Homi Bhabha Cancer Hospital, Sangrur.

7.4 Providing Services / Support

- (i) The agency will ensure that Salaries are given to the deployed personnel on or before **7th of every month**. The contractor should not stop the payment of salary on account of delays not attributed to the engaged OR non-clearance of Bills from Homi Bhabha Cancer Hospital, Sangrur. Penalty of Rs. 10,000/- per day to be imposed till release of salary (Annexure ix)
- (ii) Increments will be granted to employees working under contractor on completion of 1 year as per the Homi Bhabha Cancer Hospital, Sangrur norms.

- (iii) The agency will ensure that statutory remittances are to be submitted along with the bills.
- (iv) The agency personnel shall be used for providing services/support as specified by Homi Bhabha Cancer Hospital, Sangrur. In case any personnel of the Agency is found engaged in doing any work other than the above or found not useful, the agency shall withdraw him/her from service and arrange for replacement immediately at their own cost.
- (v) The agency shall be responsible for any damage to equipments, property and third-party liabilities caused by acts on his part of / on part of its deployed manpower at Homi Bhabha Cancer Hospital, Sangrur and offices under Homi Bhabha Cancer Hospital, Sangrur premises. All equipment shall be used only for the purpose of carrying out legitimate business of Homi Bhabha Cancer Hospital, Sangrur and offices under Homi Bhabha Cancer Hospital, Sangrur organization and shall not be put into any other use.
- (vi) Any damages or compensation due to any dispute between the agency and its staff, shall be agency's exclusive liability.
- (vii) The staff shall maintain office decorum. They shall be courteous, polite and cooperative and able to resolve the users' problems. The agency shall verify the character antecedents before deploying any person at Homi Bhabha Cancer Hospital, Sangrur and offices under Homi Bhabha Cancer Hospital, Sangrur organization.
- (viii) The personnel engaged by Agency will not be on the payroll of Homi Bhabha Cancer Hospital, Sangrur and will not be entitled to any benefit as applicable to the employees of Homi Bhabha Cancer Hospital, Sangrur.
- (ix) Any extra expenditure for getting the work done from other agencies/open market due to the failure of the agency to provide support within the scheduled time as mentioned in the order will be recovered from the agency through Security deposit or pending bill or other dues if any or by raising claims.
- (x) Homi Bhabha Cancer Hospital, Sangrur reserves the right to deduct amount from the bill as may be considered reasonable for unsatisfactory services or delay in providing of services. The decision of Homi Bhabha Cancer Hospital, Sangrur will be final in this regards.
- (xi) The agency and manpower used to provide services/support shall not develop any direct relationship with the user/ Homi Bhabha Cancer Hospital, Sangrur and Officer under Homi Bhabha Cancer Hospital, Sangrur without obtaining prior written permission from Homi Bhabha Cancer Hospital, Sangrur for similar services.

- (xii) All the personnel, who will be deployed in Homi Bhabha Cancer Hospital, Sangrur, shall be assessed by Homi Bhabha Cancer Hospital, Sangrur authorities along with all original documents.
- (xiii) It shall be the responsibility of agency to provide selected manpower to join Homi Bhabha Cancer Hospital, Sangrur within one week of placing the work order by Homi Bhabha Cancer Hospital, Sangrur. A penalty of Rs.50/- per day will be charged for every day in delay in deployment of required resources. In case the agency fails to provide the personnel for four weeks to Homi Bhabha Cancer Hospital, Sangrur, the contract to the agency will be terminated and Security Deposit will be forfeited and the work will be got done from alternate sources at the risk and cost of the defaulting Agency.
- (xiv) Tenders which do not fulfill all or any of the above conditions or are incomplete in any respect are liable to be rejected.
- (xv) The contractor shall not sublet this contract or any part thereof to any other party. In case of manpower, the agency shall have to provide immediate replacement for the deployed manpower if the Homi Bhabha Cancer Hospital, Sangrur or offices under Homi Bhabha Cancer Hospital, Sangrur is not satisfied with his/her performance. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Agency.
- (xvi) The Agency is solely responsible for any accident/medical/health related liability for the personnel deployed by Agency at Homi Bhabha Cancer Hospital and Research Centre, Sangrur. The Homi Bhabha Cancer Hospital, Sangrur shall have no liability in this regard. The Contractor shall be solely responsible for the redressal of grievances/resolution of disputes relating to persons by the Agency
- (xvii) For the manpower deployed, the agency shall keep record with them, their present and permanent address, educational and technical qualification details, specimen signature and two passport size photographs and furnish this details/information to Homi Bhabha Cancer Hospital, Sangrur, as and when required.
- (xviii) The agency shall issue order/letter to the deployed manpower and issue valid I-Card to each one of them. They shall wear the I-Cards on their person at their respective places of work.
- (xix) **Period of Contract:** Under normal circumstances the contract shall be valid for contracted period of two years with a probation of 3 months from date of issue of work order. However, contract may be extended for further period, if agreed by the contractor and Homi Bhabha Cancer Hospital, Sangrur on the same rate, terms and conditions.

- (xx) **Quantity:** Estimated number of Manpower to be hired is listed in the **Annexure- I**. However, it should be clearly noted that Homi Bhabha Cancer Hospital, Sangrur shall place the order only as per the actual requirement from time to time.
- (xxi) **Duty Hours:** Personnel engaged by the Agency are required to work 6 days in a week. However working on Saturdays will be as per the departmental / organizational requirement. In case of shifts, emergency, duty hours may vary as per requirement of the Controlling Officers.
- (xxii) **Overtime:** The contractor shall pay overtime wages to his workers who work on any day in excess of the normal working hours for every hour or for part of an hour so worked in excess, at the double rate.
- (xxiii) **Reporting Place:** Homi Bhabha Cancer Hospital, Sangrur or any other places as informed by Homi Bhabha Cancer Hospital, Sangrur.
- (xxiv) In the case of any accident/injury/death caused to the hired staff, all the claims arising out of it shall be met by the agency/contractor. The Agency/Contractor shall only be deemed as employer for all purposes and will be liable under all provisions of Criminal/Civil Laws.
- (xxv) In case of 3 frequent violations of the terms & conditions, the contract can be cancelled forthwith without any notice.
- (xxvi) The contractual staff must observe all the etiquette and protocol while performing the duty.
- (xxvii) The hired Manpower will be bound to carry out the work as required by the designated officer, Homi Bhabha Cancer Hospital, Sangrur as well as of the Officers assigned for any specific job.
- (xxviii) The service provider should install Bio-metric based attendance system for all employees engaged by them and the employees shall be routed only through the specified gates for entry and exit purpose at Homi Bhabha Cancer Hospital, Sangrur.
- (xxix) Contractor is liable to provide additional manpower against demand from this office. Only quoted rate will be applicable in cases of any additional manpower hired by this office for its use. Contractor cannot charge different rate for additional manpower hired from them.
- (xxx) The existing Manpower working with the Homi Bhabha Cancer Hospital, Sangrur at different levels either appointed by Homi Bhabha Cancer Hospital, Sangrur or

existing service provider agencies can be empanelled by the newly appointed Service Provider Agency with the service condition mentioned in this document.

(xxxi) The Agency is solely responsible and liable for compliance to the staff engaged by the Agency under the social welfare Legislation Acts like workmen's compensation and Provident Fund, as admissible under the rules and Homi Bhabha Cancer Hospital, Sangrur shall have no liability in this regard. The Agency shall comply with all representations, grievances of the employees deployed by them at the Homi Bhabha Cancer Hospital, Sangrur.

(xxxii) Employees liable for uniforms will have to wear uniforms prescribed by Homi Bhabha Cancer Hospital, Sangrur and they will be paid Uniform allowance as per Homi Bhabha Cancer Hospital, Sangrur policy. (Current rate @ Rs.150/- p.m.). Employees will be provided with two sets of uniform for two years.

(xxxiii) **Uniform clause applicable for Firemen Only:**

The contractor shall provide 02 sets of uniform (shirts & pants) for each of the male firemen deployed by the contractor. Apart from this the contractor shall also provide gumboots/raincoats to each of the firemen as required to perform their duties within 30 days from the award of contract. The contractor has to abide by the dress code as applicable to Firemen deployed at Homi Bhabha Cancer Hospital, Sangrur. Homi Bhabha Cancer Hospital, Sangrur will reimburse to the contractor the cost of uniforms upto Rs.3800/- per year/per firemen on submission of bills/proofs thereof. Uniform includes 02 pairs of shirt and pants, one belt, one rain coat, Line yard, one pair Gum boot and safety shoes.

(xxxiv) For all purpose the agency will be the "Employer" within the meaning of different labour legislations in respect of the personnel so employed and engaged by him. The persons deployed by the agency at Homi Bhabha Cancer Hospital, Sangrur shall not have any claims whatsoever like employer and employee relationship against Homi Bhabha Cancer Hospital, Sangrur.

(xxxv) The agency shall be responsible for recruitment of personnel.

(xxxvi) The agency shall be contactable at all times and messages sent by e-mail/fax/special messenger from the Homi Bhabha Cancer Hospital, Sangrur to the Contractor shall be acknowledged immediately on receipt. The agency should furnish full contact details such as address, e-mail id, fax no., telephone number etc.

(xxxvii) During state festivals and summer vacation the Agency should maintain the full strength and the Services should not be affected, failing which the appropriate penalty will be imposed.

- (xxxviii) The Agency shall deploy staff as per education, qualification and experience given in the tender notice as required with concurrence of Homi Bhabha Cancer Hospital, Sangrur. The Agency shall provide necessary undertaking and documentary evidence in this regard.
- (xxxix) If the Agency wishes to replace any of the personnel, the same shall be done with prior concurrence of the Homi Bhabha Cancer Hospital, Sangrur at Agency's own cost.
- (xl) The Agency shall be bound by the details and documents as furnished by him to Homi Bhabha Cancer Hospital, Sangrur while submitting the tender or at any other time. In case any of the details of such documents furnished by him, are found to be false at any stage, this would be deemed to be a breach of the terms of contract making him liable for action.
- (xli) The Agency also agrees to comply with terms and conditions and agreement shall be final and binding on the Agency.
- (xlii) The character and antecedents of personnel engaged by the Contractor will be got verified by the Contractor through Police authorities before their deployment and a certification to this effect may be submitted to Homi Bhabha Cancer Hospital, Sangrur. The full particulars of the personnel to be deployed by the agency including their names and addresses shall be furnished to the Homi Bhabha Cancer Hospital, Sangrur along with testimonials before they are actually deployed for the job.
- (xliii) The Agency shall ensure that the personnel deployed are healthy, properly trained for above mentioned services and not more than prescribed age in Annexure-I.
- (xliv) The Agency shall ensure that the personnel deployed by it are disciplined and do not participate in any activity prejudicial to interest of the Homi Bhabha Cancer Hospital, Sangrur.
- (xlv) The Contractor shall issue Photo ID cards to every worker (s) duly signed. and worker (s) would be required to display them on their person while they are on the premises of Homi Bhabha Cancer Hospital, Sangrur
- (xlvi) Personnel engaged by the Agency are entitled to 21 days of leave in a year on pro-rata basis. (Annexure XI), They are also entitled for Institutional holidays. decided by Homi Bhabha Cancer Hospital, Sangrur.
- (xlvii) The transportation, food, medical and other statutory requirements in respect of each personnel of the Contractor will be the responsibility of the Contractor
- (xlviii) Salary of the engaged person by agency should not be less than prescribed salary in Annexure – I. Contractor will be responsible to comply with the

provisions of minimum wages Act of the Central Government / State Government, whichever is applicable and ensure payment of highest minimum wages which include Basic Pay, Dearness Allowance. All other statutory payments applicable shall be paid by the vendor and same will be reimbursed on submission of the bills.

- (xlix) The contractor/agency has to deploy fulltime supervisor at his own cost to supervise the contract at Homi Bhabha Cancer Hospital, Sangrur and submit his contact details. (Service charges will not be paid for the specific months where the contractor does not provide the supervisor at Homi Bhabha Cancer Hospital, Sangrur).
- (l) The contractor/ agency will have to carry out the instructions regarding contract issued by Homi Bhabha Cancer Hospital, Sangrur from time to time.
- (li) The contractor/ agency should adhere to the rules and guidelines issued by the concerned Central Labour Commissioner from time to time.
- (lii) The Contractor shall ensure his presence at a short notice when required by the management.

7.5 Rights of Homi Bhabha Cancer Hospital, Sangrur

- (i) Decision of Homi Bhabha Cancer Hospital, Sangrur in regard to interpretation of the terms and conditions of the Agreement shall be final and binding on the Agency.
- (ii) In case of any dispute between the Agency and Homi Bhabha Cancer Hospital, Sangrur, the Homi Bhabha Cancer Hospital, Sangrur shall have the right to decide and the same shall be referred to the Director, TMC whose decision shall be final and binding upon both the parties. However, all matters of jurisdiction shall be at the local courts located at Mumbai.
- (iii) Estimated number of Personnel is subject to reasonable change as per requirement of Homi Bhabha Cancer Hospital, Sangrur.
- (iv) The Homi Bhabha Cancer Hospital, Sangrur may check and ensure that the personnel engaged by the Contractor shall actually be paid the amount (salary) fixed and reimbursed to the Agency by the Homi Bhabha Cancer Hospital, Sangrur, if required. The Agency shall be liable for any default thereof under laws.
- (v) Homi Bhabha Cancer Hospital, Sangrur authority reserves the right to ask for replacement of a particular personnel employed by the agency if the service of the individual are found unsatisfactory. But in case such a request for

replacement is made, the agency will ensure the compliance of the required legal formality.

- (vi) The Homi Bhabha Cancer Hospital, Sangrur has the absolute right to terminate the contract at any time before the due date of expiry without assigning any reason by giving one month notice in advance to the agency in writing. The Homi Bhabha Cancer Hospital, Sangrur shall also have the right to extend the contract in writing on the same terms and conditions or with some addition/deletion/modification for a further period of two years or for a shorter period until such time as a new agency takes over in the event of Homi Bhabha Cancer Hospital, Sangrur resorting to the process of appointing a fresh contractor/agency. The contractor on his part will have to give two months notice.
- (vii) Homi Bhabha Cancer Hospital, Sangrur shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel of the Contractor.

7.6 Dealing Offence/Loss, etc.....

- (i) In case of any theft or pilferages, loss or other offences, will be reported to the office. If after a departmental enquiry it is found that the loss has occurred due to the negligence of the Agency's' personnel, then the Director will have full powers to recover the loss in full or in part from the dues or security deposit of the contractor. The decision of the Director / Competent Authority will be final and binding on the contractor.
- (ii) In case of any loss that might be caused to the Homi Bhabha Cancer Hospital, Sangrur due to lapse on the part of the personnel discharging duties & responsibilities will be borne by the Agency and in this connection, the Homi Bhabha Cancer Hospital, Sangrur shall have the right to deduct appropriate amount from the bill of contracting agency to make good such loss to the Homi Bhabha Cancer Hospital, Sangrur besides imposition of penalty. In case of frequent lapses on the part of the personnel deployed by the contractor, the Homi Bhabha Cancer Hospital, Sangrur shall be within its right to terminate the contract forthwith or take any other action without assigning any reason whatsoever.
- (iii) During surprise checks by any authorized officer of Homi Bhabha Cancer Hospital, Sangrur , if the personnel deployed by the agency is found absent from duty any time or sleeping or drunk on duty or behavior of any of the personnel is found doubtful or found engaged in irregular activities, the personnel would be replaced by contractor/ agency on receiving instructions from the authorized officer and it may even entail cancellation/ termination of contract for the rest of the period.
- (iv) In case of breach of any of the terms of agreement, the performance security deposit of the agency shall be liable to be forfeited by the Homi Bhabha Cancer

Hospital, Sangrur. In addition, the contract/agreement will also be liable to be terminated. Any sum of money due or payable to the Homi Bhabha Cancer Hospital, Sangrur including the security deposit refundable to him under the contract can be appropriated by the Homi Bhabha Cancer Hospital, Sangrur against any amount which the agency may owe to the Homi Bhabha Cancer Hospital, Sangrur.

7.7 Termination for Insolvency & Default

7.7.1 Termination for Insolvency

Homi Bhabha Cancer Hospital, Sangrur may at any time terminate the work order/contract by giving written notice of one month to the agency, without any compensation to the agency, if the agency becomes bankrupt or otherwise insolvent. Security Deposit will be forfeited in case of insolvency.

7.7.2 Termination for default

- (i) Default is said to have occurred
 - (a) If the agency fails to deliver any or all of the services within the time period(s) specified in the work order or any extension thereof granted by Homi Bhabha Cancer Hospital, Sangrur.
 - (b) If the agency fails to perform any other obligation(s) under the contract / work order.
- (ii) If the agency, in either of the above circumstances, does not take remedial steps within a period of 30 days after receipt of the default notice from Homi Bhabha Cancer Hospital, Sangrur (or takes longer period in spite of what Homi Bhabha Cancer Hospital, Sangrur may authorize in writing), Homi Bhabha Cancer Hospital, Sangrur may terminate the contract/work order in whole or in part. In addition to above, Homi Bhabha Cancer Hospital, Sangrur may at its discretion transfer upon such terms and in such a manner, as it deems appropriate, work order for similar support service to other agency and the defaulting agency shall be liable to compensate Homi Bhabha Cancer Hospital, Sangrur for any extra expenditure involved towards support service to complete the scope of work totally.

7.8 Force Majeure

- (i) Force majeure clause shall mean and be limited to the following in the execution of the contract/purchase orders placed by Homi Bhabha Cancer Hospital, Sangrur.
 - (a) War/Hostilities
 - (b) Riot or Civil commotion
 - (c) Earthquake, flood, tempest, lightning or other natural physical disaster
 - (d) Restriction imposed by the Government or other statutory bodies, which is beyond the control of the agencies, which prevent or delay the execution of the order by the agency.

- (ii) The Agency shall advise Homi Bhabha Cancer Hospital, Sangrur in writing, duly certified by the Local Chamber of Commerce, the beginning and at the end of the above causes of delay, within seven days of the occurrence and cessation of the force majeure conditions. In the event of a delay lasting for more than one month, if arising out of clauses of force majeure, Homi Bhabha Cancer Hospital, Sangrur reserve the right to cancel the order without any obligation to compensate the agency in any manner for what so ever reason.

7.9 Arbitration

Homi Bhabha Cancer Hospital, Sangrur and the agency shall make every effort to resolve amicably, by direct negotiation, any disagreement or dispute arising between them under or in connection with the work order. If any dispute shall arise between parties on aspects not covered by this agreement or the construction or operation thereof or the rights, duties or liabilities under these except as to any matters the decision of which is specially provided for by the general or the special conditions, such dispute shall be referred to the arbitration, one to be appointed by each party and the third arbitrator appointed by Homi Bhabha Cancer Hospital, Sangrur. The award of the arbitration shall be final and binding on both the parties. Such arbitration shall be governed in all respects by the provision of the Indian Arbitration Act, 1996 or later and the rules thereunder and any statutory modification or re-enactment, thereof. The arbitration proceedings shall be held in Punjab.

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GUIDELINES FOR E-TENDERING:-

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>

1. REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “**Online bidder Enrollment**” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

2. SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e- mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

3. PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Note: *My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.*

4. SUBMISSION OF BIDS

- 1) Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>
- 2) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 3) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 4) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- 5) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

6) The agency shall download the pre bid clarification if any for the work and upload the same (scanned copy) duly signed and sealed. The revised documents (if any) shall be uploaded in e tender portal.

7) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the SKY BLUE coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected. **The bidder should quote only in excess of the tender value, any quote found less than the tender value will be rejected.**

8) Tenderers are advised to upload their documents well in advance, to avoid last minutes rush on the server or complications in uploading. DCSEM, in any case, shall not be held responsible for any type of difficulties during uploading the documents including server and technical problems whatsoever.

9) Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

10) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

10) Submission of the tender documents after the due date and time (including extended period) shall not be permitted.

11) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

12) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

13) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

14) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

15) Intending Bidders are advised to visit this website regularly till closing date of submission to keep themselves updated as any change/ modification in the tender will be intimated through this website only by corrigendum / addendum/ amendment.

5. ASSISTANCE TO BIDDERS

1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk / support-eproc@nic.in / contact NIC officials at 022-25487480.

3) All bidders who have logged in (Not Guest Login) with their respective credentials in NIC & have downloaded Tender(s), must click on the **FAVOURITE button**, so that the tenders will move into their **FAVOURITES ZONE**, to get the uploaded corrigendum intimation from website.

ADDITIONAL INSTRUCTIONS

If any information furnished by the tenderer is found incorrect at a later stage, he shall be liable to be debarred from tendering/taking up of work in TMC. TMC reserves the right to use in-house information to verify the particulars furnished by the tenderer and assess the capability of the tenderer independently.

TMC shall not be responsible for any cost or expenses incurred by the tenderer in connection with the preparation or delivery of bids, including costs and expenses related with visits to the work site.

Please note that to enter TMC premises; photo-identity (passport, driving license, voter's I-card, employer's I-card etc.) is a must.

The acceptance of a tender will rest with Director TMC, who does not bind himself to accept the lowest tender and reserves to himself the authority to reject any or all the tenders received without assignment of reason. Also he reserves to himself the right to accept the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.

ANNEXURE - I

MANPOWER SERVICES

SR. NO.	NAME OF THE POST	NO. OF POST	NORMS	MONTHLY SALARY	MINIMUM ESTIMATED VALUE OF WORK
1	Medical Officer	2	Age-Upto 40 Years B.A.M.S./B.H.M.S. with successful completion of Internship	50000-55000	2400000
2	Medical Physicst	1	M.Sc. (Physics) and Diploma in Radiological Physics or Equivalent AERB approved qualification. Certification of Radiological Safety Officer from AERB. Essential Experience:1-year clinical experience as Medical Physicist with state of art technology. Desirable Experiene: Computer programming skills in C++, MATLAB, Python etc. is desirable. Age: Upto 35 years	45000-50000	1080000
3	Nurse Educator	1	M.Sc. (Nursing with Medical Surgical/ Specialty Course) Post Basic Diploma in Specialty Oncology Course preferred. Experience: Minimum 5 Years. Multi-Disciplinary in related specialties. Teaching experience preferred.	40000-45000	960000
4	Jr. Engineer (Electrical)	1	Diploma in Electrical (10 + 3) Engineering with three years' post qualification experience. Age – Up to 30 yrs.	25000-30000	600000
5	Jr. Engineer (Mechanical)	1	Diploma in Mechanical (10 + 3) Engineering with three years' post experience. Age – Up to 30 yrs.	25000-30000	600000
6	Jr. Engineer (Civil)	1	Diploma in Mechanical (10 + 3) Engineering with three years' post experience. Age – Up to 30 yrs.	25000-30000	600000

7	Radiation Technologist	8	Age Limit – Upto 30 Years B.Sc.(Physics) with minimum 55% marks and Post Graduate Diploma in Radiotherapy Technology OR B.Sc (Radiotherapy Technology) from recognized institute / university approved by AERB. Preference will be given to those who have experience in a modern Department of Radiation Oncology Using Linear Accelerators.	25000-30000	4800000
8	Technician Radiodiagnosis	3	Age – Upto 30 Years B.Sc. in Radiological Imaging Technology from a recognized University OR B.Sc. in any subject /B. Pharmacy with minimum two years Diploma in Medical Imaging Technology from State Board of Technical Education or any equivalent Diploma from a recognized Board / University. Candidates should have minimum 01 year Internship / experience from a large hospital with experience in CT and MRI.	18000-22000	1296000
9	Technician IR	2	Age – Upto 30 Years B.Sc. in Radiological Imaging Technology from a recognized University OR B.Sc. in any subject /B. Pharmacy with minimum two years Diploma in Medical Imaging Technology from State Board of Technical Education or any equivalent Diploma from a recognized Board / University. Candidates should have minimum 01 year Internship / experience from a large hospital with experience in CT and MRI. One-two years of experience in Interventional Radiology is preferable.	18000-22000	864000
10	Technician (Histo/Biochemistry)	2	Age – Upto 30 Years B.Sc.(Biochemistry/ Chemistry/ Botany / Zoology / Life Sciences/ Microbiology) with minimum 55% marks and Diploma in Medical Laboratory Technology. Preference will be given to those who have some experience in the relevant field.	16100-20000	772800

11	Phlebotomist	2	HSC + DMLT	14000-18000	672000
12	OT/ICU Technician	8	HSC/ B.SC with certificate / Diploma course in ICU / OT and one year work experience in ICU / OT	14000-18000	2688000
13	OT Attendent	4	Qualification:SSC Passed Plus 01-year experience in Operation Theatre. Age: 30 years	11500-14000	1104000
14	Technician Biomedical	1	Minimum Diploma in Medical Electronics/Instrumentation/Biomedical from State Board of Technical Examinations (10+3) year's course. Candidate with internship or training in maintenance & operations of medical equipments in hospital will be preferred.	19000-22000	456000
15	IT-Assistant (Software)	2	Graduation in any stream from Government recognized university plus at least one-year Certificate / Diploma course in Computer from reputed institute. Minimum three years hands on work experience in configuration/Trouble shooting/maintaining large nos. of PC's, various network equipment like L2 and L3 switches, routers, and video conferencing equipment. Should be conversant with Desktop (Windows) OS & Server (Windows) OS. Familiarity with TCP/IP & IP networking is mandatory. Candidates with Three Years Diploma in Computers / Electronics / Electrical Engineering / B.Sc. (Preferably IT) / BCS / BCA or equivalent degree with minimum 50% aggregate marks from a Govt. recognized Board/University, having CCNA certification will be preferred.	21100-25000	1012800
16	Electrical Technician	5	S.S.C. plus I.T. I. (Electrician) 2 years full time course from Government Recognized Institute with 03 years experience after I.T.I or 2 years after I.T.I. plus N.C.T.V.T. in Electrical Maintenance works in Industry/ commercial establishments/ Hospitals.	14000-18000	1680000

17	AC Mechanic	1	Age-27 Years S.S.C plus ITI (Mechanical Trade) 2 years full time course from Government recognized institute with three years experience after ITI or 2 Years after ITI plus NCTVT in Mechanical Maintenance works preferably by Medical Gas System in Hospitals.	14000-18000	336000
18	Plumber	1	SSC Plus ITI (Plumbing) 02 years full time course from Govt. recognized Institute with 3 years' experience after ITI OR 02 years after ITI Plus NCTVT in Plumbing and Civil Maintenance works in Industry / Commercial establishment/ Hospitals. Age – Up to 27 yrs.	14000-18000	336000
19	Gas Plant Technician	4	Age Limit – Up to 27 Years S.S.C. plus I.T.I. (Mechanical Trade) @ Years Full time course from Govt. Recognized institute with 03 years experience after I.T.I. or 2 years after I.T.T. plus N.C.T.V.T. in Mechanical Maintenance works preferably Medical Gas System in Hospitals	14000-18000	1344000
20	Mechanical Technician	2	ITI Mechanical with NCTVT with three years' post experience. Age – Up to 27 yrs.	14000-18000	672000
21	Carpenter	1	SSC Plus ITI (Carpenter) 02 Years full time course from government recognized insitute with three years experience after ITI or Two Years ITI Plus NCTVT in carpenter and civil maintenance works in industry/ Commercial establishment/Hospitals.	14000-18000	336000
22	Scientific Asst. CSSD	1	B.Sc (Science) with 50% minimum marks. One-year experience in C.S.S.D. of a hospital preferred.	16100-20000	386400
23	Technician CSSD	1	H.Sc (Science) with 50% minimum marks. One-year experience in C.S.S.D. of a hospital preferred.	14000-18000	336000

24	IT Hardware Assistant	2	B.E./B.Tech in Computer science / IT or MSc in IT with minimum 55% marks from Govt. recognized university. Candidate should have minimum 1-year hands on work experience as mentioned below. (OR) B.Sc/Diploma in Computer science / IT with minimum 55% marks from Govt. recognized university. Candidate should have minimum 3 years hands on work experience as mentioned below. Experience: Configuration/Trouble shooting/maintaining large nos. of PC's, various network equipment like L2 and L3 switches, routers, video conferencing equipment and network security devices like UTM. Should be conversant with Desktop (Windows) OS & Server (Windows / Linux) OS. Familiarity with TCP/IP & IP networking is mandatory. Candidate having CCNA certificate will be preferred	21100-25000	1012800
25	Pharmacist	3	Age Limit – Upto 27 Years B.Pharm with minimum 01 year experience of working in Dispensary / Pharmacy of the hospital having minimum 300 beds OR D.Pharm with minimum 3 years of experience of working in a Dispensary / Pharmacy of the hospital having minimum 300 beds. Registration with State Pharmacy Council with duly allotted Registration Number is mandatory. Experience of working on computerized system desirable. Candidate should be prepared to work in shift duties, including night shift.	16100-20000	1159200
26	Medical Social Worker	1	Graduate or Post graduate degree in the relevant field. One year clinical experience is desirable. Experience in Community work or health related work desirable.	16100-20000	386400

27	Staff Nurse	70	Age Limit – Up to 30 Years General Nursing & Midwifery plus Diploma in Oncology Nursing with 2 years clinical experience in a 50 bedded hospital OR Basic or Post Basic B.Sc.(Nursing) with 2 years clinical experience in minimum 50 bedded hospital. Candidates should be eligible to register with Indian Nursing council/ State Nursing Council. Candidates who have Diploma in Nursing Oncology and served the entire bond period will be given relaxation in age by 5 years. Hepatitis vaccination should be completed. Working pattern will be 6 days a week. General Nursing and Midwifery & Basic or Post Basic B.Sc. (Nursing) should be recognized by Indian Nursing Council/State Nursing Council. (Job Location – HBCH, Sangrur)	23000-25000	38640000
28	Assistant	10	Graduate from a recognized University. Computer Course of minimum 3 months duration in Microsoft Office. Candidates with Diploma or Degree in Computer or Information Technology are exempted from 3 months computer course. 01 years of clerical experience preferably in Hospital, Central Govt., Autonomous Body etc.	18000-22000	4320000
29	Clerk	20	Any Graduate from recognized university, Good typing speed, computer knowledge. Minimum 1 year experience preferable.	16100-20000	7728000
30	Housekeeping	70	SSC	11700-15000	19656000
31	Mali	2	SSC (10th) and experience in relevant field	11700-15000	561600
32	Drivers	2	SSC (10th) with valid driving license and having one year experience in HVM/LMV mandatory	14000-18000	672000
33	Houskeeping Supervisor	2	Diploma / Degree in Sanitary Inspector or Hotel Management with one year experience in relevant field.	16100-20000	772800

34	Helper	3	H.S.C (10+2) candidate should at least one year's experience	11700-15000	842400
35	Hostel Warden	1	Graduate with minimum 03 years experience in housekeeping or as warden in charge of a big hostel (preferable a ladies hostel)	25000	600000
36	Cook	0	S.S.C pass plus compulsory Certified craft course in Food Production, Bakery or Cookery. Apprenticeship with any 5 Star Hotel minimum 6 months in Food Production Department	15500-20000	0
	TOTAL	241			101,683,200

ANNEXURE – II

PROFORMA

To,
Homi Bhabha Cancer Hospital,
District Hospital Campus, Sangrur – 148001,
Punjab

Subject: Providing Manpower Services on Contract Basis

Sir,

The undersigned have read and examined in detail the tender document in respect of providing manpower services on contract basis, do hereby express our interest to provide such services.

Correspondence Details:

- 1) Name of the Company
- 2) Address of the Company
- 3) Name of the contact person to whom all references shall be made
- 4) Designation and address of the person to whom all references shall be made regarding this tender.
- 5) PAN and Service Tax details
- 6) Telephone (with STD Code)
 - a. E-mail of the contract person
 - b. Fax No. (with STD code)

It is certified that the person, who shall engage in duties are competent enough and have necessary qualification for taking up this assignment.

Document framing part of the bid: -

- 1) Annexure-II : Proforma
- 2) Annexure-III : Minimum Eligibility
- 3) Annexure-IV : Prior Experience
- 4) Annexure-V : Forfeited Certificate
- 5) Annexure-VI : Letter of Authorisation for Attending Bid Opening
- 6) Annexure-VII : Form of Performance Security – Bank Guarantee Bond (BG)
- 7) Annexure-VIII : Proforma for Financial Bid
- 8) Annexure-IX : Undertaking for Payment of Wages
- 9) Annexure X : 10 Point Certificate (To be attached with Monthly Bills)

Thanking you,

Yours faithfully,

(Signature of Authorized Person)

Place _____ Name _____

Date _____ Designation _____

Business Address _____

Seal _____

MINIMUM ELIGIBILITY

The details in respect of the company are given as under: -

- a. Name of the Company
- b. Year of Registration/Incorporation
- c. Number of Employees as on December 31, 2021
- d. Annual Turnover from providing manpower

Yours faithfully,

(Signature of Authorized Person)

Place _____ Name _____

Date _____ Designation _____

Business Address _____ Seal _____

Witness with Signature

1) Name & Address

2) Name & Address

ANNEXURE IV

PRIOR EXPERIENCE

(Using the format below, provide information in respect of each Organisation for whom manpower was provided by the company during the last Five years)

- 1) Name of the Company/Firm/Agency along with its address and details of contract to whom manpower was provided
- 2) Type of manpower provided and their number.

Yours faithfully

(Signature of Authorized Person)

Place _____ Name _____

Date _____ Designation _____

Business Address _____ Seal _____

Witness with Signature

1) Name & Address

2) Name & Address

ANNEXURE – V

(To be given on official Letter Head of the Bidder)

NOT FORFEITED CERTIFICATE

I hereby declare that M/s _____,
I am not Black Listed in any Government Tenders in Maharashtra or any other state and
my EMD / Security Deposit / Performance Security Deposit is not forfeited in Tata Memorial
Centre or any Government Department Tender.

Place: _____

(Signature& Seal of the Tenderer)

ANNEXURE - VI

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING (To reach on _____ or before date of bid opening)

To,
**Homi Bhabha Cancer Hospital ,
District Hospital Campus, Sangrur – 148001,
Punjab**

Sub: Authorisation for attending bid opening on _____(date) in the Tender of

Dear Sir,

Following person is hereby authorized to attend the bid opening for the tender mentioned above on behalf of _____(Bidder).

Name Specimen Signature : _____

Alternate Representative : _____
Name Specimen Signature

Signature of Bidder : _____

Or

Officer authorized to sign the bid
Documents on behalf of the bidder

NOTE:

- 1) Maximum of one representative will be permitted to attend bid opening. Alternate representative will be permitted when regular representatives are not able to attend.
- 2) Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received.

SECTION-10 (i): FORM OF PERFORMANCE SECURITY - BANK GUARANTEE BOND (BG)

In consideration of the Director Tata Memorial Centre having agreed under the terms and conditions of Letter of intents / Agreement Nodated

.....made between

.....and (hereinafter called "the said Contractors"⁶¹), for the work —..... (hereinafter called "the said

Letter of Intent / Agreement") having agreed to production of a irrevocable bank Guarantee for Rs.

(Rupees— only), as a security / guarantee from the contractors) for

compliance of his obligations in accordance with the terms and conditions in the said agreement. we

..... (Indicate the name of the Bank) (hereinafter referred to as "the Bank")

hereby undertake to pay to the Homi Bhabha Cancer Hospital, Sangrur an amount not exceeding Rs.

(Rs only) on demand by the Homi Bhabha Cancer Hospital, Sangrur

2. We (indicate the name of Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Homi Bhabha Cancer Hospital, Sangrur stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Contractors). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs (Rupees only).

3. We, the said bank, further undertake to pay to the Homi Bhabha Cancer Hospital, Sangrur any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any Court or Tribunal relating hereto, our liability under this present being absolute and unequivocal.

4. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Contractors shall have no claim against us for making such payment.

5. We (Indicate the name of Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Homi Bhabha Cancer Hospital, Sangrur under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till Engineer-in-charge on behalf of the Homi Bhabha Cancer Hospital, Sangrur certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractors) and accordingly discharges this guarantee.

6. We.... —..... (indicate the name of Bank) further agree with the Director, Tata Memorial Centre that the Homi Bhabha Cancer Hospital, Sangrur shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Director, Tata Memorial Centre against the said Contractors) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act of omission on the part of the Homi Bhabha Cancer Hospital, Sangrur or any indulgence by the Homi Bhabha Cancer Hospital, Sangrur to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

7. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractors).

8. We (Indicate the name of Bank) lastly undertake not to revoke this guarantee except with the previous consent of the Homi Bhabha Cancer Hospital, Sangrur in writing.

9. This guarantee shall be valid up to unless extended on demand. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. (Rupees only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee, all our liabilities under this guarantee shall stand discharged.

Signed and sealed

Dated the day of for (indicate the name of Bank)

Note: The Letter of intent shall form part of the Agreement)

IN SEPARATE ENVELOPE

ANNEXURE - VIII

PROFORMA FOR FINANCIAL BID

1. Name of company, address etc.

2. Details of rate quoted.

(Figure may be written in words as well as in figures, in case of any discrepancy between figures and words, the amount written in words will be taken for consideration). No cutting or overwriting will be allowed. Any financial bid with overwriting or cutting will be disqualified.

TABLE:

Sr. No	Category	Agency's Service Charges (percentage)

Note: Mandatory requirement such as Basic Pay, DA, EPF, ESI etc. at par with Government Notifications shall be paid to the contractor along with the "Service Charges". However, the Service Charges will be proportionate to the number of manpower deployed during the month and the quoted "Service Charges" shall not be revised at any cost during the contract period.

Service Tax will be paid extra as applicable from time to time.

Only one bid value should be quoted and it should not be bifurcated in any manner

Yours faithfully,

(Signature of Authorized Person)

Place _____ Name _____

Date _____ Designation _____

Witness with Signature:

1) Name & Address

2) Name & Address

ANNEXURE – IX

(To be given on official Letter Head of the Bidder)

PAYMENT OF WAGES

UNDERTAKING

I, the undersigned hereby declare on behalf of M/s.

_____,
that as per the Payment of Wages ACT 1936 I shall pay the wages to our employees deployed at Homi Bhabha Cancer Hospital, Sangrur by 7th of every month. Salary will not be stopped or kept on hold on account of delays from Homi Bhabha Cancer Hospital, Sangrur due to Administrative reasons or non-clearance of Bills up to a maximum period of 3 months.

Penalty of Rs.10,000/- per day till release of salary may be deducted from the monthly Bills.

Place: _____

(Signature& Seal of the Tenderer)

ANNEXURE – X

To be given on the letterhead of the Agency

Annexure to Bill No. _____ dated _____

To,

To,
Homi Bhabha Cancer Hospital,
District Hospital Campus,
Sangrur – 148001, Punjab

Sub: Certificate

Dear Sir,

This is to certify that,

1. The present Claim is submitted for the first time for the month of _____.
2. The amount is claimed for the first time & that there shall not be any claim for the same work in future.
3. The rates charged in the claim bill are the same as have been agreed to in the agreement of the contract under reference/Work Order No. _____
Dated _____.
4. The payment of wages to the employees deployed under the agreement, to carry out the services outsourced by Homi Bhabha Cancer Hospital, Sangrur, has been made to the concerned employee as per the terms and conditions. The rate is not less than the prescribed charges made applicable by the State of Maharashtra/Government of India (As per minimum wage Act) for which they have been deployed.
5. We hereby declare that the EPF contribution of employee and employer has been deposited to the EPF Account No. _____ for amount of _____ on _____ for the month of _____.
6. We hereby declare that the ESIC contribution of the employees has been deposited to the ESIC Account No. _____ in _____ vide Challan No. _____ for amount of _____ on _____ for the month of _____.

7. Further, certified that the Homi Bhabha Cancer Hospital, Sangrur shall not be held responsible for any of the liability if arrived and detected later, like that of wages paid, EPF, ESIC and other benefits of leave encashment, medical etc., whereas our company will be held responsible.
8. Our company will be responsible for any dispute which might arise between the workmen and our company, Homi Bhabha Cancer Hospital, Sangrur will not be held responsible.
9. We hereby undertake to reimburse to Homi Bhabha Cancer Hospital, Sangrur, any over-payment that may be during the settlement of bills under the said contract which may come to the notice in future.
10. We hereby declare that Service Tax charged on total bill amount deposited and credited to Government account. Homi Bhabha Cancer Hospital, Sangrur will not be responsible or liable for payment of Service Tax in respect of such bill or Services under reverse mechanism as Service Tax Act.

For _____

AUTHORISED SIGNATORY

ANNEXURE - XI

LEAVE CREDITING ON PRO-RATA BASIS

MONTH	LEAVE CREDIT	BALANCE
1 st month	0	0
2 nd month	2	2
3 rd month	2	4
4 th month	2	6
5 th month	2	8
6 th month	2	10
7 th month	2	12
8 th month	2	14
9 th month	2	16
10 th month	2	18
11 th month	2	20
12 th month	1	21