### **NOTICE INVITING TENDER**

CENTRAL RED CROSS BLOOD CENTRE, Medical Road, (Near BOSE-Engineering School) CUTTACK, invites tenders from eligible MSPs for providing manpower services (Security guards, Data Entry Operators etc. Tender form can be obtained from the office of the Director, Central Red Cross Blood Centre, BOSE Campus, Cuttack from dt. 03.09.2024 on all working days during routine working hours of this office till 11 A.M. of dt.21.09.2024 only on payment of Rs.1000/- in shape of cash or Demand Draft drawn on any nationalised Bank in favour of "Director, Central Red Cross Blood Bank", payable at Cuttack towards cost of Tender paper (non-refundable). The Authority reserves the right to accept/reject any part thereof or all the bids without assigning any reason thereof. Interested bidders may submit their best offer price along with other documents by 1.00 P.M. of dt.21.09.2024. The details to this effect is available in the Website <a href="https://www.crcbloodcentrectc.org">www.crcbloodcentrectc.org</a>.

Director

CENTRAL RED CROSS BLOOD CENTRE

CUTTACK

#### **BRIEF OF THE TENDER**

CRCBC- 1/2024 dt. 02.09.2024  13.09.2024 AT 1 p.m.  21.09.2024 (by 1P.M.)
,
21.09.2024 (by 1P.M.)
23.09.2024 (at 11.30A.M.)
24.09.2024 (at 11.30A.M.)
Out-sourcing of services as per Format-1
One Year
On or after 1 <sup>st</sup> October 2024

The bidder shall submit the tender documents with Technical bid and price Bid in separate sealed envelops superscribed as Technical Bid (Cover-A) and Price bid (Cover-B), which will be kept inside a single sealed envelop superscribed as "Tender for PROVIDING Manpower services" along with Bid Reference No. and date.

Interested bidders have to send their Quotations by registered post only which must reach the Office of CENTRAL RED CROSS BLOOD CENTRE, Near BOSE, Medical Road, CUTTACK- 753 007 before the last date and time. Postal delays shall not be entertained.

The bidders have to deposit Earnest Money Deposit (EMD)of Rs.20,000/- in the form of a demand draft drawn on any Nationalised Bank in favor of Director, CENTRAL RED CROSS BLOOD BANK, CUTTACK payable at Cuttack and it has to be submitted along with the Technical BID. Bidders are requested to write their full name and address at the back of the Demand Draft.

# **TERMS & CONDITIONS**

# **GENERAL**

- 1. The Agreement shall commence from the date of execution of agreement and shall continue for one year unless it is curtailed or terminated by the authority owing to deficiency of service, substandard quality of manpower deployed, breach of contract etc or change in requirements.
- 2. The Agreement may be extended, on the same terms and conditions or with some additions / deletions / modifications, for a further specific period mutually agreed upon by the MSP(Manpower service provider) and the Authority of CENTRAL RED CROSS BLOOD CENTRE, CUTTACK.
- 3. The agency/firm (Manpower Service Provider) shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this Agreement to any other agency or organisation by whatever name be called without the prior written consent of the Authority.
- 4 The manpower provided by the selected MSP should not have any adverse police records/ criminal cases pending against them. The agency/ firm should make adequate enquiries about the character and antecedents of the manpower before recommending for deployment. The service provider agency have to furnish proofs of documents (identity like AADHAR card, voter I-card, proof of residence, bank account details and other documents and license specifically required for the job) to this office. The service provider will also ensure that the personnel deployed are medically fit and will keep a record of certificate of their medical fitness. The service provider agency shall withdraw such employees immediately who are not suitable for any reasons as per the written direction of Director, Central Red Cross blood centre, cuttack.
- 5. CENTRAL RED CROSS BLOOD CENTRE, CUTTACK reserves the right to increase / decrease the manpower as per requirement from time to time during the contract period. The service provider agency should have to provide additional manpower services, if required, on the same terms and conditions from time to time during the currency of contract or its extended period.
- 6. The Authority reserves the right to terminate the Agreement during Agreement period by issuing prior notice of 15 days to the MSP.
- 7. The persons deployed shall be required to report for work at scheduled time as directed by authority of CENTRAL RED CROSS BLOOD CENTRE, CUTTACK or any other officer concerned and shall work for minimum 8 hours per day. If the person deployed remains absent from duty on a particular day or comes late / leaves early on three occasions, proportionate deduction from the remuneration for one day will be made.
- 8. The service provider agency has to provide uniform dress with agency logo, badges, shoes, batons, whistle, torch light & photo Identity Card for Security personnel for office work. The manpower deployed by the agency should be always available in their duty in proper uniform with identity card.

- 9. The entire financial liability in respect of manpower services deployed in CENTRAL RED CROSS BLOOD CENTRE, CUTTACK, shall be that of the Manpower Service Provider and CENTRAL RED CROSS BLOOD CENTRE, CUTTACK will in no way be liable.
- 10. For all intents and purposes, the Manpower Service Provider Agency (MSP) shall be the "Employer" within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Manpower Service Provider shall not have any claim what so ever like employer and employee relationship with CENTRAL RED CROSS BLOOD CENTRE, CUTTACK.
- 11. CENTRAL RED CROSS BLOOD CENTRE, CUTTACK, shall not be responsible for any financial loss or any injury to any person deployed by the Manpower Service Provider in the course of their performing the functions/duties, or f or payment towards any compensation.
- 12. The person deployed shall not claim any benefit or compensation or absorption or regularization of deployment with this office under the provision of rules and Acts. An undertaking from the person deployed to this effect shall be required to be submitted by the Manpower Service Provider Agency to CENTRAL RED CROSS BLOOD CENTRE, CUTTACK.
- 13. The Manpower Service Provider must be registered with the concerned Govt. Authorities, i.e. Labour Commissioner, Provident Fund Authorities, Employees State Insurance Corporation etc., and copies of such registrations should be submitted. The Manpower Service Provider shall comply with all the legal requirements for obtaining License under Contract Labour (Regulations and Abolition) Act, 1970 if any, at his own part and cost.
- 14. The Manpower Service Provider shall provide a substitute well in advance if there occurs any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the over lapping period of the substitute shall be the responsibility of the Manpower Service Provider. The Manpower Service Provider shall be responsible for contributions towards Provident Fund and Employees State Insurance, wherever applicable.
- 15. The authorities of CENTRAL RED CROSS BLOOD CENTRE, CUTTACK shall have the right to ask for the removal of any per son of the Agency who is not considered to be orderly in discharge of his duties.
- 16. The manpower deployed by the Agency shall carry out such other legitimate duties as are entrusted to them from time to time.
- 17. The Order for deployment of manpower will be placed in favour of the selected Manpower service provider Agency/ Firm/ organisation whose bids has been determined to be substantially responsive and who has offered the lowest evaluated bid price without violating the labour Laws. The terms of the accepted offer shall be incorporated in the Agreement. The package price shall be taken into consideration, not for price of individual post.

# **LEGAL**

18. The MSP Agency shall be responsible for compliance of all statutory provisions relating to minimum wages as prescribed by the Government in Labour & Employment Department, Odisha from time to time payable to different types of worker in respect of the manpower/per

- son to be deployed by it in CENTRAL RED CROSS BLOOD CENTRE, CUTTACK. And CENTRAL RED CROSS BLOOD CENTRE, CUTTACK, shall have no liability in this regard. Minimum wages will be effected immediately as per notification of state Govt.
- 19. The MSP shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to CENTRAL RED CROSS BLOOD CENTRE, CUTTACK to the concerned tax collection authorities, from time to time, as per the statutory rules and regulations prescribed. Attested Xerox copies of such documents shall be furnished to CRCBC, Cuttack as and when required.
- 20. The MSP shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of the society (CENTRAL RED CROSS BLOOD CENTRE, CUTTACK) or any other authority under Law.
- 21. The Tax deduction at Source (T.D.S.) shall be done as per the provisions of Income Tax Act/Rules, as amended, from time to time and a certificate to this effect shall be provided by CENTRAL RED CROSS BLOOD CENTRE, CUTTACK to the MSP.
- 22. In case, the MSP fails to comply with any liability under appropriate law, and as a result thereof, the Society (CENTRAL RED CROSS BLOOD CENTRE, CUTTACK) is put to any loss / obligation, monetary or otherwise, CENTRAL RED CROSS BLOOD CENTRE, CUTTACK will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Manpower Service Provider, to the extent of the loss or obligation in monetary terms.
- 23. The Agreement is liable to be terminated because of non- performance, deviation of terms and conditions of contract, non- payment of remuneration of employed per sons and non- payment of statutory dues. The Society (CENTRAL RED CROSS BLOOD CENTRE, CUTTACK) will have no liability towards non- payment of remuneration to the persons employed by the Manpower Service Provider and the outstanding statutory dues of the service provider to statutory authorities. If any loss or damage is caused to the Society (CENTRAL RED CROSS BLOOD CENTRE, CUTTACK) by the manpower / per sons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.
- 24. If the selected Manpower Service Provider (MSP) fails to execute the order successfully, the CENTRAL RED CROSS BLOOD CENTRE, CUTTACK will debar the said MSP to participate in any tender of CENTRAL RED CROSS BLOOD CENTRE, CUTTACK, forfeit the Performance Security Deposit and action will be taken to blacklist the said MSP.
- 25. Any efforts by a bidder to influence on its decision on bid evaluation or placement of order may result in rejection of the bidder's offer.
- 26. CENTRAL RED CROSS BLOOD CENTRE, CUTTACK has reserved the right to cancel the tender at any time without assigning any reason thereof.
- 27. Any legal dispute arising out of this is subject to Cuttack jurisdiction only

### FINANANCIAL

- 28. The Technical Bid should be accompanied with an Earnest Money Deposit (EMD) of Rs.20,000/- in the form of Demand Draft drawn in favour of **Director, Central Red Cross Blood Bank, Cuttack** payable at Cuttack failing which the tender shall be rejected out rightly.
- 29. The Earnest Money Deposit in respect of the agencies which do not qualify the Technical Bid (First Stage) & Financial Bid (Second competitive stage) shall be returned to them without any interest.
- 30. The selected bidder shall execute an agreement in Format 3 on deposit of Performance Security for Rs.20,000/- in the form of Demand Draft drawn in favour of "Director, Central Red Cross Blood Bank," payable at Cuttack. If the MSP fails to execute the agreement within the time allowed by CENTRAL RED CROSS BLOOD CENTRE, CUTTACK (one week from the date of award of contract) the EMD will be forfeited. If the successful bidder fails to deploy the required manpower within 15 days from the date of placing the order, the EMD/performance security deposit shall be forfeited and the order will be cancelled without giving any further notice.
- 31. In case of breach of any terms and conditions of the agreement between the selected MSP & CENTRAL RED CROSS BLOOD CENTRE, CUTTACK, the Performance Security Deposit of the Manpower Service Provider shall be liable to be forfeited besides annulment of the Agreement / Contract.

### 32. Payment to Manpower Service Provider (MSP)

- I. CENTRAL RED CROSS BLOOD CENTRE, CUTTACK shall prepare the absentee statement of the manpower deployed by the MSP at CENTRAL RED CROSS BLOOD CENTRE, CUTTACK latest by 3<sup>rd</sup> day of succeeding month and handover to the MSP on the next day. It is the duty & responsibility of the MSP to collect the absentee statement from CENTRAL RED CROSS BLOOD CENTRE, CUTTACK office.
- II. The MSP shall raise the bill, in triplicate, along with attendance sheet duly verified by the authorised official of CENTRAL RED CROSS BLOOD CENTRE, CUTTACK in respect of the persons deployed and submit the same to the prescribed authority in the first week of the succeeding month. As far as possible, the payment will be released by the second week of the succeeding month.
- III. The MSP will deposit all the statutory dues i.e. EPF, ESI & Service taxes as per the statutory norms and submit the proof copy to CENTRAL RED CROSS BLOOD CENTRE, CUTTACK within seven days of the deposit of the said statutory dues, otherwise payment of the next month will be held up and for any legal complicacy for non-payment of dues to the employees deployed by the MSP lies with the Manpower Service Provider.
- IV. The claims in bills regarding Employees State Insurance, Provident Fund, and Service Tax etc. should be necessarily accompanied with documentary proof pertaining to the concerned bill month. A requisite portion of the bill or whole of the bill amount shall be held up by CENTRAL RED CROSS BLOOD CENTRE, CUTTACK till such proof is furnished.
- V. The MSP shall be responsible for timely payment of take home remuneration to the manpower deployed and deposit of EPF and ESI (both employee & employer share), failing which penalty will be charged on MSP @ Rs. 100.00 only per day for each default.

#### Documents to be attached with the Technical Bid

- 1. Document relating to submission of Bid document cost
- 2. Earnest Money Deposit (EMD)of Rs.20,000/- in the form of demand draft drawn on any Nationalised Bank in favor of Director, CENTRAL RED CROSS BLOOD BANK, CUTTACK payable at Cuttack
- 3. Self attested photo copy of Certificate of Incorporation/Registration/Partnership deed, if any .
- 4. Self attested photo copy of PAN No. (Income Tax)
- 5. Self attested photo copy of GST No
- 6. *Self attested photo copy of* EPF Registration No
- 7. Self attested photo copy of ESI Registration No
- 8. Self attested photo copy of Service Tax Registration No.
- 9. Self attested photo copy of registration under Security Agency Regulation Act
- 10. Self attested photo copy of Labour Licence / Registration under contract labour (Regulation and Control) Act
- 11. Self attested photo copy of Audited Final Accounts of the year 2022-23 & 2021-22
- 12. Self attested photo copy of Income Tax Return for the last three financial years (2020-21,2021-22 & 2022-23)
- 13. An affidavit to the effect that no criminal case is pending against the MSPA proprietor/Firm / partner /Company
- 14. Self attested photo copies of GSTR- 9 of the years 2020-21,2021-22 & 2022-23
- 15. Self attested photo copy of ISO certificate of the bidding institution
- 16. Types of services proposed to be outsourced as per Format 2
- 17. Declaration in the prescribed Format 5
- 18. Bidders' Profile as per Format 6
- 19. Self attested photo copy of experiences, if any

Note: Format of Price bid (Format-1) MUST NOT BE ENCLOSED IN THE TECHNICAL BID. Otherwise the bid shall be cancelled. It should be kept in a separate envelop marked as PRICE BID

# FORMAT – 1 (Format of Price Bid)

# Name of the Bidder

# Bid Ref No

Sl.No.	Services to be outsourced	Category of service(8 hours duty per person)	Estimated cost of Tender per MONTH per manpower (including all taxes and statutory contributions) in Rs.	Estimated cost of Tender per ANNUM per manpower (including all taxes and statutory contributions) in Rs.
1	Lab. Technician	Skilled		,
2	Data Entry Operator	Skilled		
3	Lab. Attendant	Semi Skilled		
4	Sweeper	Unskilled		
5	Junior Assistant	Skilled		
6	Security Guard	Semi-skilled		
		TOTAL (IN Rs.)		

# FORMAT – 2 (Types of services porposed to be outsourced)

Sl.No.	Services to be	Category of service(8 hours duty per
	outsourced	person)
1	Laboratory Technician	Skilled
2	Data Entry Operators	Skilled
	(DEO)	
3	Laboratory Attendant	Semi Skilled
4	Sweeper	Unskilled
5	Junior Assistant	Skilled
6	Security Guard	Semi-skilled

### Format - 3

### (AGREEMENT)

THIS AGREEMENT made theday of,20 between The Central Red Cross Blood centre, Cuttack represented by its Director				
(hereinafter "the <b>hirer</b> ") of one part and				
WHEREAS the hirer has invited bids for providing Manpower services vide bid dated). The MSP has submitted technical and price bids as reas contained in the bid document. The hirer has finalized the bids in favour of the for the supply of the said services at price as detailed hereunder (herein after "the Price") and issued Letter of Intent No	quired and he MSPA			
NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:-				
1. In this Agreement words and expressions shall have the same meanings as respectively assigned to the mean the bid document referred to.	s are			
2. The following documents shall be deemed to form and be read and constructed as of this Agreement viz:-	part			

- (a) All the documents submitted by the bidder as part of technical bid and price bid;
- (b) The clarifications and amendments issued/received as part of the bid document
- (d) The General Conditions of Contract;
- (e) The *hirer's* Letter of Intent
  - 3. In consideration of the payments to be made by the *hirer* to the MSPA as hereinafter mentioned, the MSPA hereby covenants with the *hirer* to supply the Services in conformity in all respects with the provisions of the Contract.
  - 4. The *hirer* hereby covenants to pay the MSPA in consideration of the provision of the Services, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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# BRIEF PARTICULARS OF THE SERVICES WHICH SHALL BE SUPPORTED / PROVIDED BY THE MSPA

# 1) Basic Price (in Rupees)

Sl.No.	Services to be outsourced			Estimated cost of Tender per
		(8 hours duty per person)	per MONTH per manpower (including all taxes and	(including all taxes and
		<i>person</i> )	,	statutory contributions)
			in Rs.	in Rs.
1	Lab. Technician	Skilled		
2	Data Entry Operators(DEO)	Skilled		
3	Lab. Attendant	Semi Skilled		
4	Sweeper	Unskilled		
5	Junior Assistant	Skilled		
6	Security Guard	Semi-skilled		
		TOTAL (IN Rs.)		

IN WITNESS whereof the parties hereto have caused this agreement to be executed in accordance with their respective laws the day and year first above written.

Signe	ed, Sealed and Delivered by the
said	(For the <i>hirer</i> )
in th	pe presence of
_	ed, Sealed and Delivered by the
•	the MSPA)(Signature, Name, Designation and ess with Office seal)
In th	e presence of
1)	(Signature, Name and Address of witness)

2) (Signature, Name and Address of witness)

# <u>Format–5</u> (To be submitted in *Technical bid*) **DECLARATION FORM**

(Affidavit before Executive Magistrate/ Notary Public)

I/We	having My/our office
	do declare that I/We have carefully read all the terms &
per Format T2. The approve approval. I will abide by all	Red Cross Blood Centre, Cuttack for the supply of consumables as d rate will remain valid for a period of one year from the date of the terms & conditions set forth in the Bid document Reference e subsequent amendment, if any.
I/We do hereby declare I/	We have not been de-recognised / black listed by any
	itory / Govt. of India / Govt. Organization / Govt.
	ply of Non- standard quality materials/Non-supply.
I/ We agree that the Tend	ler Inviting Authority can forfeit the Earnest Money
e	ace Security Deposit and blacklist me/us for a period
-	tion furnished by us proved to be false at the time of
	nd not complying with the Bid terms & conditions.
I/We	do hereby declare
that I/	·
We will supply the	as per
the terms, conditions & spe	ecifications of the bid document.
Cina atom of the hill a	
Signature of the bidder	
Seal	
Date:	
Name & Address of the Firm	

# Format-6

(To be submitted in *Technical bid*)

# **BIDDERS' PROFILE**

- 1. Name of the tendering Company/ Firm/Agency (With Registration number, if any)
- 2. Full Address of Office With Telephone Number & e-mail.
- 3. Full address of operating/Branch
  Office, if any, with Telephone No & e- mail.
- 4. PAN No. (Income Tax)
- 5. GST No
- 6. EPF Registration No
- 7. ESI Registration No
- 8. Service Tax Registration No.
- 9. Details of experiences if any
- 10. Additional Information, if any

Signature with Seal