

# TENDER TERMS & CONDITIONS

## GOVERNMENT OF ODISHA HEALTH & FAMILY WELFARE DEPARTMENT



### TENDER DOCUMENT FOR PROVIDING OF MANPOWER TO SAHEED LAXMAN NAYAK MEDICAL COLLEGE & HOSPITAL, KORAPUT FOR A PERIOD OF ONE YEAR FROM THE DATE OF EXECUTION OF AGREEMENT

- Date of commencement of sale of the tender document: **12/10/2017** (11.00 AM to 4.00 PM)
- Cost of Tender Paper (Non-refundable): **₹ 1,000/-** (GST as applicable)
- Pre Bid Conference: **25/10/2017** at 11:30 AM
- Last Date & Time for Receipt of Tender: **14/11/2017** up to 1:30 PM
- Date & Time of Opening of Tender (Cover A): **14/11/2017** up to 3:30 PM
- Date & Time of Opening of Tender (Cover B): Will be intimated later.
- Place of opening of tender / Pre Bid Conference:  
& Address for Communication: **Office of the Dean & Principal, Saheed Laxman Nayak Medical College & Hospital, Koraput, Odisha, Pin-764020**
- Receipt of Tender Documents: **☎: 06852-250101**  
Email – [slnmchkoraput.od@gov.in](mailto:slnmchkoraput.od@gov.in)

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**OFFICE OF THE DEAN & PRINCIPAL, SAHEED LAXMAN NAYAK MEDICAL  
COLLEGE AND HOSPITAL, KORAPUT, ODISHA**

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**OFFICE OF THE DEAN & PRINCIPAL, SAHEED LAXMAN NAYAK MEDICAL  
COLLEGE & HOSPITAL, KORAPUT, ODISHA**

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No. 1320 /SLNMCH,

Date. 10/10/2017

**TENDER NOTICE FOR AWARD OF CONTRACT FOR PROVIDING OF MANPOWER  
TO SAHEED LAXMAN NAYAK MEDICAL COLLEGE & HOSPITAL, KORAPUT,  
FOR A PERIOD OF ONE YEAR**

Sealed tender are invited from registered Manpower Agencies/ Service Providers to provide the services of different Manpower's i.e. Sweeper, Gate Keeper/ Security Guard and Peon/ Attendant (as per **Annexure-I**) for a period of one year with effect from the date of execution of the agreement with the Service Provider agency by the hirer through on contract basis for day to day work of Saheed Laxman Nayak Medical College & Hospital, Koraput.

- Date of sale of Tender paper: -- **12/10/2017 to 13/11/2017**  
(11.00 AM to 4.00 PM on all working days)
- Last date of submission of Tender: -- **14/11/2017** up to 1.30 PM
- Pre-Bid conference: -- **25/10/2017** at 4 P.M
- Date of opening of Tender: -- **14/11/2017** up to 3:30 PM
- Cost of EMD: -- **₹.5,00,000/- (Rupees five lakh only)**
- Cost of Tender paper: -- **₹.1,000/- (Rupees one thousand only)** (GST as applicable)  
**(Non-refundable)** In shape of Bank draft/ Demand Draft/ Pay Order in favour of "**Dean & Principal, Saheed Laxman Nayak Medical College & Hospital, Koraput, Odisha**" from any Nationalized/ Scheduled Bank payable at Koraput
- Address for correspondence: -- **Dean & Principal, Saheed Laxman Nayak Medical College & Hospital, At- Pujariput, Po/ Dist.: Koraput**

The Tender will be opened on scheduled date and time in office of the undersigned in presence of the bidders or their authorised representatives. In the event of the date being declared as a holiday for Government of Odisha, the due date of submission of bids and opening of bids will be the next working day. The Bidders may also download the Tender documents directly from website available at <http://www.slnmch.nic.in>, <http://koraput.nic.in>, [www.dmetorissa.gov.in](http://www.dmetorissa.gov.in) & [www.odisha.gov.in](http://www.odisha.gov.in) (view all Tenders) subject to condition that the money towards tender cost will be applicable as per procedure mentioned above. Any tender received after the due date & time will be rejected and returned to the sender un-opened. The Tender will be received through Regd. Post/ Courier Service/ Speed Post only. The authority reserve the right to reject any/ all the Tenders without assigning any reasons thereof.

Sd/-

**Dean & Principal,  
Saheed Laxman Nayak Medical College & Hospital,  
Koraput, Odisha**

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## Section -I

### SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS

1. The Dean & Principal, Saheed Laxman Nayak Medical College & Hospital, Koraput requires the services of registered, well established and financially sound Manpower Service Providers to provide services of **Sweeper, Gate Keeper/ Security Guard & Attendant/ Peon** (as per Annexure- I) on contract basis for day to day official work of Saheed Laxman Nayak Medical College & Hospital, Koraput.
2. The contract for providing the aforesaid manpower is likely to commence from the date of execution of agreement on non-judicial stamp paper between the service provider and the authority which will remain valid for a period of one year and can be further extended mutually. The authority however, reserves right to terminate this initial contract at any time after giving one week's notice to the selected Service Provider.
3. The Dean & Principal of Saheed Laxman Nayak Medical College & Hospital, Koraput has the tentative requirements of the manpower as specified below:
  1. Sweeper -- 100 nos.
  2. Gate Keeper/ Security Guard -- 130 nos.
  3. Peon/ Attendant -- 50 nos.

**The above requirements may increase/ decrease in any/ all the categories. The eligible bidders, those have the capability of providing above types of manpower as per the prescribed technical parameters in the tender document are allowed to participate in the selection process. Part bids will not be taken into consideration.**

4. The estimated cost of the contract is approximately ₹.2.50 Corers per annum.
5. The interested registered Manpower Service Providers may submit the tender document complete in all respects along with Earnest Money Deposit (EMD) of **Rs.5,00,000/- (Rupees five lakhs)** in shape of Bank draft/ Demand Draft/ Pay Order in favour of "**Dean & Principal, Saheed Laxman Nayak Medical College & Hospital, Koraput**" from any Nationalized/ Scheduled Bank payable at Koraput and other requisite documents by **14/11/2017 up to 1:30 PM** at office of the Dean & Principal of Saheed Laxman Nayak Medical College & Hospital, Koraput. Any tender received after the due date & time will be rejected and returned to the sender un-opened. The Tender will be received through **Regd. Post/ Courier Service/ Speed Post** only. The authority will not be responsible for any postal delay. Email/ Fax/ Late Bids will be summarily rejected.
6. The various crucial dates relating to above Tender are cited as under:

(a)	Date of sale of Tender paper:	<b>12/10/2017 to 13/11/2017</b>
(b)	Date and time for Pre Bid Conference:	<b>25/10/2017</b> at 11.30 PM
(c)	Date and time for submission of Tender Document:	<b>14/11/2017</b> up to 1.30 PM
(d)	Date and time for opening of Technical Bid:	<b>14/11/2017</b> at 4.00 PM
(e)	Date and time for opening of Financial Bids of eligible Tenders and selection:	Will be intimated later on.

**N.B:** In the event of the date being declared as a holiday for Government of Odisha, the due date of submission of bids and opening of bids will be the next working day.

7. The tender has been invited under **two bid system i.e. Technical Bid and Financial Bid**. The interested agencies are advised to submit two separate sealed envelopes super scribing **“Technical Bid for Providing Manpower Services to Saheed Laxman Nayak Medical College & Hospital, Koraput ”** and **“Financial Bid for Providing Manpower Services to Saheed Laxman Nayak Medical College & Hospital, Koraput”**. Both sealed envelopes should be kept in a third sealed envelope super scribing **“Tender for Providing Manpower Services to Saheed Laxman Nayak Medical College & Hospital, Koraput”**.
8. The Earnest Money Deposit (EMD) of **Rs.5,00,000/- (Rupees five lakhs)** only, refundable (without interest), should be necessarily accompanied with the Technical Bid in shape of Bank Draft/ Demand Draft/ Pay Order in favour of **“Dean & Principal, Saheed Laxman Nayak Medical College & Hospital, Koraput”** from any Nationalized/ Scheduled Bank payable at Koraput **failing which the tender shall be rejected summarily**.
9. The successful bidder will have to deposit a Performance Security Deposit of **Rs.12,50,000/- (Rupees twelve lakhs fifty thousand)** only in the shape of Bank Guarantee/ Demand Draft/ Fixed Deposit from any Nationalized Bank in favour of **“Dean & Principal, Saheed Laxman Nayak Medical College & Hospital, Koraput”** covering the period of contract. In case, the contract is further extended beyond the initial period, the Bank Guarantee/ Demand Draft/ fixed deposit will have to be accordingly renewed by the successful bidder.
10. The tendering Manpower Service Providers are required to enclose self attested photocopies of the following documents along with the Technical Bid, **failing which their bids shall be summarily/ out rightly rejected and will not be considered any further**:
  - (a) Attested copy of registration certificate of the bidder’s organization with Labour Department, Government of Odisha;
  - (b) Attested copy of PAN card;
  - (c) Attested copies of the IT return filed for the last three financial years;
  - (d) Attested copy of the EPF registration certificate;
  - (e) Attested copy of the ESI registration certificate;
  - (f) Attested copy of the GSTIN as **Manpower Recruitment or Supply Agency**;
  - (g) Attested copy of the registration certificate of Home Department, Government of Odisha for providing Security Guards;
  - (h) Certified extracts of Bank Account containing transactions during last three years.
11. **The conditional bids shall not be considered and will be out rightly rejected in very first instance.**
12. The Tendering firms have not been **derecognized/ blacklisted** by any State Government/ Government of India/ Union Territory/ Government organization. The bidder who has been **blacklisted** will not be considered.
13. All entries in the tender form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. **No overwriting or cutting is permitted in the Financial Bid Form. In such cases,**

**the tender shall be summarily rejected.** However, the cuttings, if any, in the Technical Bid Application must be initialed by the person authorized to sign the tender bids.

14. The Technical bids shall be opened on the scheduled date and time as mentioned above in the office of the Dean & Principal, Saheed Laxman Nayak Medical College & Hospital, Koraput in the presence of the bidders or their authorised representative, who wish to be present on the spot at that time.
15. The Financial Bid of only those bidders will be opened whose Technical bids are found in order. The date of opening of financial bids will be intimated to the bidders in due course by the Dean & Principal, Saheed Laxman Nayak Medical College & Hospital, Koraput to remain present at that time of opening.
16. The bidder with lowest evaluated financial bid (L1) would be considered for award of contract. In case, the lowest bidder (L1) is disqualified after selection for any reason then negotiations will be made with the second lowest (L2) bidder for award of the contract at (L1) price. However, the decision of the authority will be final during the finalisation stage.
17. The quoted rates shall not be less than the minimum wage as fixed by the Finance Department, Government of Odisha vide their letter No.49134/F, dated.29.11.2010, No.32323/F, dated.11.09.2012 & No.28090/F, dated.22.09.2017 and shall include all statutory obligations.
18. The Service provider shall be liable for all kinds of dues payable in respect of the personnel provided under the contract and the government shall not be liable for any dues for availing the services of the personnel.
19. The approved bidder/ agency/ firm will have to submit the following documents of the employees to be deployed in S.L.N Medical College & Hospital, Koraput for release of monthly dues:
  - (i) Attested photocopies of Temporary Identity Cards/ Pehechan Cards of ESI for all the personnel engaged by them.
  - (ii) The EPF number of each personnel engaged by the agency.
  - (iii) An undertaking that every personnel engaged by the agency/ firm, has been intimated his/ her EPF number and has also been informed that he/ she can find out his EPF balance from the website [www.epfobbs.gov.in](http://www.epfobbs.gov.in)
  - (iv) Certificate of the local Police authority of each employee.
20. The monthly bills will not be released until the service provider produces the proof of upto date payment of EPF & ESI contribution & GST.
21. The Authority reserves the right to reject all bids/ terminate the tender process without assigning any reason thereof.

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## Section - II

### TECHNICAL REQUIREMENTS FOR THE TENDERING MANPOWER SERVICE PROVIDER

1. The tendering manpower service provider should fulfill the following technical specifications as on **31.10.2017**:
  - (a) Must be registered with the appropriate registration authority;
  - (b) Must have at least **three years** experience in providing manpower to Government Departments, Public Sector Companies or Banks;
  - (c) Must have their own Bank Account;
  - (d) Must be registered under **GSTIN** as **Manpower Recruitment or Supply Agency**;
  - (e) Must be registered with **Income Tax** Department;
  - (f) Must be registered with appropriate authorities i.e. under Employees Provident Fund, Employees State Insurance Acts & Rules and home Department (For Security);
  - (g) Must have any other regulatory clearance certificate (to be specified by the user Department) that may be required for providing manpower services.
  - (h) The Tendering firms whose annual turnover is **₹ 5.00 crores** or more in each of the year for last three financial years (2013-14, 2014-15 & 2015-16) shall be eligible to participate in the Tender.
  - (i) Must submit the attested copies of **Audit certificates** for last preceding 3 (three) (i.e. 2013-14, 2014-15 & 2015-16) years duly signed by the Chartered Accountant/ Auditor with the bid documents.
  - (j) Produce the documents regarding execution of contracts of similar type during preceding 3 years.
  - (k) The Tendering firms have not been **derecognized/ blacklisted** by any State Government/ Government of India/ Union Territory/ Government organizations.
  - (l) The successful bidder/ agency/ firm will open his registered office or branch office at Koraput for proper monitoring & supervision of the manpower's to be deployed Saheed Laxman Nayak Medical College & Hospital, Koraput.

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**TECHNICAL REQUIREMENTS OF MANPOWER TO BE DEPLOYED BY SUCCESSFUL  
MANPOWER SERVICE PROVIDER**

<b>Sl. No.</b>	<b>Manpower</b>	<b>Requirement</b>	<b>Age</b>	<b>Qualification and Experience</b>
<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
1.	Sweeper	100 nos.	Should be within 18-32 years	<ul style="list-style-type: none"><li>❖ He should be physically fit.</li><li>❖ He must be gentle &amp; well behaved.</li><li>❖ The candidate must not have any criminal activities (with clearance of the local Police authority).</li></ul>
2.	Gate Keeper/ Security Guard	130 nos.	-do-	<ul style="list-style-type: none"><li>❖ He should be physically fit.</li><li>❖ He must be gentle &amp; well behaved.</li><li>❖ He must able to read Odia &amp; English.</li><li>❖ The candidate must not have any criminal activities (with clearance of the local Police authority).</li></ul>
3.	Attendant/ Peon	50 nos.	-do-	<ul style="list-style-type: none"><li>❖ The candidate must be 10th Pass.</li><li>❖ He should be physically fit.</li><li>❖ He must be gentle &amp; well behaved.</li><li>❖ The candidate must not have any criminal activities (with clearance of the local Police authority).</li></ul>

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## Section -III

### APPLICATION: TECHNICAL BID

### FOR PROVIDING MANPOWER SERVICES TO SAHEED LAXMAN NAYAK MEDICAL COLLEGE & HOSPITAL, KORAPUT

1.	Name of Tendering Manpower Service Provider:	
2.	Details of Earnest Money Deposit:	DD No.
		Date:
		Amount Rs.
		Drawn on Bank:
3.	Name of Proprietor/ Partner/ Director:	
4.	Full Address of Registered Office:	
		Telephone/ FAX No.:
		E-Mail Address:
5.	Full address of Operating / Branch Office:	
		Telephone/ FAX No.:
		E-Mail Address:
6.	Name & telephone no. of Authorized Officer/ Person to liaise with Field Office(s):	
		Telephone/ FAX No.:
		E-Mail Address:
7.	Banker of the Manpower Service Provider:	_____
	(Attach certified copy of statement of A/c for the last Three years)	Telephone Number of Banker: _____
8.	Labour Department Registration No. (Attach attested copy)	
9.	PAN No. : (Attach attested copy)	
10.	GSTIN No. : (Attach attested copy)	
11.	E.P.F Registration No. : (Attach attested copy)	
12.	E.S.I Registration No. : (Attach attested copy)	

13.	Home Department Registration No. : (Attach attested copy)					
14.	Financial turnover of the tendering <b>Manpower Service Provider</b> for the last 3 Financial Years.	<b>Financial Year</b>	<b>Amount</b>	<b>Remarks, if any</b>		
		2013-14	( . In Crore)			
		2014-15				
		2015-16				
15.	Give details of the major similar contracts handled by the tendering Manpower Service Provider during the last three years in the following format: (If the space provided is insufficient, a separate sheet may be attached)					
Sl. No.	Name of client, address, telephone & Fax no.	Manpower services provided		Amount of Contract ( .in Lakh)	Duration of contract	
		Type of manpower provided	No.		From	To
16.	Additional information, if any (Attach separate sheet, if required)					
		Signature of authorized person				
Date:		Name:				
Place:		Seal:				
<b><u>DECLARATION</u></b>						
1.	I, _____, Son/ Daughter/ Wife of Shri _____ Proprietor/ Director/ authorized signatory of the Service Provider agency, am competent to sign this declaration and execute this tender document;					
2.	I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them;					
3.	The information/ documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I/ we, am/ are well aware of the fact that furnishing of any false information/ fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.					
		Signature of authorized person				
Date:		Name:				
Place:		Seal:				

## Section -IV

### APPLICATION – FINANCIAL BID

#### FOR PROVIDING MANPOWER TO SAHEED LAXMAN NAYAK MEDICAL COLLEGE & HOSPITAL, KORAPUT

1. Name of tendering Manpower Service Provider: \_\_\_\_\_
2. Rate per person per month (**8 hours per day**) inclusive of all statutory liabilities, taxes, levies, cess etc:

Sl. No.	Manpower Type	Rate of wages (each person) per Month						
		*Take home remuneration (Per Month)	EPF	ESI	Other statutory dues if any	Service charge	GST	Total
1.	Sweeper							
2.	Gate Keeper/ Security Guard							
3.	Peon/ Attendant							

\*Minimum take home remuneration per person should not be less than the rate fixed by the Finance Department, Government of Odisha vide their letter No.49134/F, dated.29.11.2010, No.32323/F, dated.11.09.2012 &No.28090/F, dated.22.09.2017 and shall include all statutory obligations

**Note:**

Date:

Place:

Signature of authorized person

Full Name:

Seal:

**Notes:**

1. The total rates quoted by the tendering agency should be inclusive of all statutory/ taxation liabilities in force at the time of entering into the contract & fixed for the period of contract. No escalation shall be allowed under any circumstances.
2. The bidders quoted with lowest evaluated monthly charges for the required manpower will be awarded with contract.
3. The payment shall be made on conclusion of the calendar month only on the basis of numbers of working days for which duty has been performed by each manpower as per the actual.
4. The employee's share of contribution towards EPF & ESI shall be deducted by the service provider from the minimum take home remuneration\* of the person engaged'. Proof of deposit of the same with the concerned authority must be furnished with the bills.
5. The bidders should not quote unreasonable service charges. In no such cases, the Agency should not quote the Service Charges as 'NIL'.

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## Section -V

### **TERMS AND CONDITIONS FOR PROVIDING MANPOWER SERVICES TO SAHEED LAXMAN NAYAK MEDICAL COLLEGE & HOSPITAL, KORAPUT**

#### **GENERAL**

1. The agreement shall commence date of effectiveness of the contract and will be valid for a period of one year unless it is curtailed or terminated by the authority owing to deficiency of service, sub-standard quality of manpower deployed, breach of contract etc or change in requirements.
2. The Agreement shall automatically expire on completion of one year unless extended further by the mutual consent of the Manpower Service Provider and the Dean & Principal, Saheed Laxman Nayak Medical College & Hospital, Koraput.
3. 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 Manpower Service Provider and the Dean & Principal, Saheed Laxman Nayak Medical College & Hospital, Koraput.
4. The 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 Dean & Principal, Saheed Laxman Nayak Medical College & Hospital, Koraput .
5. The Dean & Principal, Saheed Laxman Nayak Medical College & Hospital, Koraput at present, has tentative requirement of different Man Powers as per **Annexure -I** on urgent basis. The requirement of the authority may further increase or decrease marginally, during the period of initial contract also and the qualified bidder would have to provide additional manpower services, if required, on the same terms and conditions.
6. The Manpower Service Provider will be bound by the details furnished by it to the authority while submitting the tender or at subsequent stage. In case, any of such documents furnished by it is found to be false at any stage, it would be deemed to be a breach of terms of Agreement making it liable for legal action besides termination of the Agreement.
7. The Dean & Principal, Saheed Laxman Nayak Medical College & Hospital, Koraput reserves the right to terminate the Agreement during initial period also after giving **15 days notice** to the Manpower Service Provider.
8. The persons deployed shall be required to report for duty at Saheed Laxman Nayak Medical College & Hospital, Koraput as per the time schedule fixed by the Dean & Principal and may also be required to work beyond the time fixed for which he would not be paid any extra remuneration. **In case, the person deployed remains absent on a particular day or comes late/ leaves early on three occasions, proportionate deduction from the remuneration for one day will be made.**
9. The Manpower Service Provider shall nominate a coordinator who shall be responsible for immediate interaction with the Dean & Principal, Saheed Laxman Nayak Medical College &

Hospital, Koraput so that optimal services of the persons deployed could be availed without any disruption.

**10.** The entire financial liability in respect of manpower services deployed in Saheed Laxman Nayak Medical College & Hospital, Koraput shall be that of the Manpower Service Provider and the Dean & Principal, Saheed Laxman Nayak Medical College & Hospital, Koraput will in no way be liable. It will be the responsibility of the Manpower Service Provider to pay to the person deployed a sum not less than the minimum rate quoted in the financial bid and adduce such evidence as may be required by the Dean & Principal, Saheed Laxman Nayak Medical College & Hospital, Koraput.

**11.** For all intents and purposes, the Manpower Service Provider shall be the **“Employer”** within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Manpower Service Provider shall not have any claim whatsoever like employer and employee relationship against Saheed Laxman Nayak Medical College & Hospital, Koraput.

**12.** The Manpower Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The Dean & Principal, Saheed Laxman Nayak Medical College & Hospital, Koraput shall in no way, be responsible for settlement of such issues whatsoever. In case the grievances of the deployed person are not attended to by the Manpower Service Provider the deployed person can place their grievance before a Joint Committee consisting of a representative of Dean & Principal, Saheed Laxman Nayak Medical College & Hospital, Koraput and an authorized representative of the Manpower Service Provider.

**13.** The Dean & Principal, Saheed Laxman Nayak Medical College & Hospital, Koraput 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 for payment towards any compensation.

**14.** The persons deployed by the Manpower Service Provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular/ confirmed employees during the currency or after expiry of the Agreement.

**15.** In case of termination of this Agreement on its expiry or otherwise, the persons deployed by the Manpower Service Provider shall not be entitled to and shall have no claim for any absorption in regular or other capacity.

**16.** The person deployed shall not claim any benefit or compensation or absorption or regularization of deployment with office under the provision of rules and Acts. Undertaking from the person deployed to this effect shall be required to be submitted by the Manpower Service Provider.

**17.** The Manpower Service Provider must be registered with the concerned Government Authorities, i.e. Labour Commissioner, Provident Fund Authorities, Employees State Insurance Corporation etc., & GSTIN and copies of the registration certificates should be submitted.

**18.** 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 own personal reasons. The payment in respect of the overlapping 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 and other statutory dues, wherever applicable.

19. The persons deployed by the Manpower Service Provider should have **good police records and no criminal case** should be pending against them.

20. The persons deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote good will and enhance the image of the Department or office concerned. The Manpower Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.

## **LEGAL**

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

22. The Manpower Service Provider shall be responsible for compliance of all statutory provisions relating to minimum wages payable to different types of worker in respect of the persons deployed by it in Saheed Laxman Nayak Medical College & Hospital, Koraput. The Dean & Principal, Saheed Laxman Nayak Medical College & Hospital, Koraput shall have no liability in this regard.

23. The Manpower Service Provider shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to Saheed Laxman Nayak Medical College & Hospital, Koraput to the concerned tax collection authorities, from time to time, as per the rules and regulations in the matter. Attested Xerox copies of such documents shall be furnished to the Dean & Principal, Saheed Laxman Nayak Medical College & Hospital, Koraput.

24. The Manpower Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of the Dean & Principal, Saheed Laxman Nayak Medical College & Hospital, Koraput any other authority under Law.

25. 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 the Department or office concerned.

26. In case, the Manpower Service Provider fails to comply with any liability under appropriate law, and as a result thereof, the Dean & Principal, Saheed Laxman Nayak Medical College & Hospital, Koraput is put to any loss/ obligation, monetary or otherwise, the Dean & Principal, Saheed Laxman Nayak Medical College & Hospital, Koraput 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.

27. The Agreement is liable to be terminated because of non-performance, deviation of terms and conditions of contract, non-payment of remuneration of employed persons and non-payment of statutory dues. The Dean & Principal, Saheed Laxman Nayak Medical College & Hospital, Koraput 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 Saheed Laxman Nayak Medical College & Hospital, Koraput by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.

## **FINANCIAL**

28. The Technical Bid must be accompanied with an Earnest Money Deposit (EMD), **Rs.5,00,000/- (Rupees five lakhs)** (refundable without interest) in the form of Demand Draft/ Bankers Cheque drawn in favour of **“Dean & Principal, Saheed Laxman Nayak Medical College & Hospital, Koraput”** payable at Koraput failing which the tender shall be rejected out rightly.

29. The Earnest Money Deposit (EMD) in respect of the agencies which does not qualify for opening of Financial Bid (Second competitive stage) shall be returned to them without any interest. In case of successful bidder, if the agency fails to deploy the required manpower against the initial requirement within 30 days from date of placing the order, the EMD shall stand forfeited without giving any further notice.

30. The successful bidder will have to deposit a Performance Security Deposit of **Rs.12,50,000/- (Rupees twelve lakhs fifty thousand)** only in the form of Bank Guarantee/DD/ fixed deposit from only Nationalized Bank drawn in favour of **“Dean & Principal, Saheed Laxman Nayak Medical College & Hospital, Koraput”** covering the period of the contract. In case, the contract is further extended beyond the initial period, the Bank guarantee will have to be accordingly renewed by the successful bidder. The amount of performance security deposit is to be determined by the Authority taking into account the contractual obligation of the manpower service provider.

31. In case of breach of any terms and conditions attached to this agreement, the Performance Security Deposit of the Manpower Service Provider shall be liable to be forfeited besides annulment of the Agreement.

32. The Manpower Service Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by the Dean & Principal, Saheed Laxman Nayak Medical College & Hospital, Koraput in respect of the persons deployed and submits the same to the prescribed authority in the first week of the succeeding month. As far as possible the payment will tentatively be released by the second week of the succeeding month which can be extended for any administrative exigencies.

33. The claims in bills regarding Employees State Insurance, Provident Fund, and GST etc. should be necessarily accompanied with documentary proof pertaining to the concerned bill month. A requisite portion of the bill or whole of the bill amount shall be held up till such proof is furnished, at the discretion of the Dean & Principal, Saheed Laxman Nayak Medical College & Hospital, Koraput.

34. The amount of penalty calculated **@ Rs.100/- per day** on account of delay, if any, in providing a suitable substitute for the period beyond **three working days** by the Manpower Service Provider shall be deducted from its monthly bills in the succeeding month.

35. In the event of any dispute arising in respect of the clauses of the agreement the same shall be resolved through negotiation. Alternatively the dispute shall be referred to the next higher authority or controlling officer for his decision and the same shall be binding on all parties.

36. All disputes shall be under the jurisdiction of the court at the Koraput.

37. The successful bidder will enter into an agreement with Dean & Principal, Saheed Laxman Nayak Medical College & Hospital, Koraput for supply of suitable and qualified manpower as per requirement, terms and conditions.

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## Section -VI

### DOCUMENTS TO BE PROVIDED WITH THE TECHNICAL BID

1. Application – Technical Bid;
2. Attested copy of registration certificate of the bidder's organization with Labour Department, Government of Odisha;
3. Attested copy of PAN card;
4. Attested copies of the IT return filed by agency for the last three financial years;
5. Attested copy of the EPF registration certificate;
6. Attested copy of the ESI registration certificate;
7. Attested copy of the GSTIN certificate as Manpower Recruitment Agency;
8. Attested copy of the registration certificate issued by Home Department, Government of Odisha for providing Security Guards
9. Certified extracts of the Bank Account containing transactions during last three years.
10. Certified documents of Audit Certificate in support of the Financial turnover of the agency;
11. Certified documents in support of entries made against Sl. No.13 of Technical Bid application;
12. Copy of the terms and conditions at pages..... in Tender Document with **each page duly signed and sealed** by the **authorized signatory** of the agency in token of their acceptance.
13. Declaration in shape of an affidavit before the **Executive Magistrate** as per **Annexure-II**.

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### **DOCUMENTS TO BE SUBMITTED BY THE SUCCESSFUL AGENCY BEFORE DEPLOYMENT OF MANPOWER**

List of Manpower (as per **Annexure –I**) shortlisted by agency for deployment in Saheed Laxman Nayak Medical College & Hospital, Koraput containing full details i.e. date of birth, marital status, address, educational qualification etc.

1. Bio-data of all persons.
2. Police verification regarding character antecedent.

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## Section -VII

### FORM OF AGREEMENT

This Agreement is made on this \_\_\_\_\_ day of \_\_\_\_\_ Between the Governor of Odisha represented by the Dean & Principal, Saheed Laxman Nayak Medical College & Hospital, Koraput , here-in-after referred to as the "**Authority**" which expression shall, where the context so requires or admits, also include its successors or assignees of the one part;

And

M/s \_\_\_\_\_ represented by Sri \_\_\_\_\_, here-in-after called the "**Manpower Service Provider**" which expression shall, where the context so requires or admits, also include its successors or assignees of the other part.

Whereas, the "**Authority**" desires that the services of "**different types of Manpower as per Annexure -A**" are required in Saheed Laxman Nayak Medical College & Hospital, Koraput;

And whereas the "**Manpower Service Provider**" has offered its willingness to the same in conformity with the Provisions of the agreement; And whereas the "**Authority**" has finalized the rate as per the terms and conditions of the agreement to the "**Manpower Service Provider**".

#### **Now this agreement witnesses as below:-**

1. That the **Annexure -A** containing the Terms and Conditions shall be deemed to form and to be read and construed as part of this agreement.
2. That in consideration of the payment to be made by the "**Authority**" to the "**Manpower Service Provider**", the "**Manpower Service Provider**" hereby agrees with the "**Authority**" to provide personnel to be engaged as "**Annexure -A**" in Saheed Laxman Nayak Medical College & Hospital, Koraput in conformity with the provisions of the Terms and Conditions.
3. That the "**Authority**" hereby further agrees to pay the "**Manpower Service Provider**" the contract price at the time and in the manner prescribed in the said Terms and Conditions.
4. That in the event of any dispute that may arise it shall be settled as per the Terms and Conditions of the contract.
5. That this agreement is valid for one year from the date of execution.

IN WITNESS WHEREOF the parties have caused their respective common seals to be here unto affixed or have here unto set their respective hands and seals on the day and year first written above.

**Signature of the officer authorised  
to sign on behalf of Manpower  
Service Provider**

**Signature of the Authority  
An officer acting in the premises for and  
on behalf of the Governor of Odisha**

In the presence of witness:-

#### **Witness**

1. Name:.....  
Address:.....
2. Name:.....  
Address:.....

#### **Witness**

1. Name:.....  
Address:.....
2. Name:.....  
Address:.....

## ANNEXURE -A

### **TERMS & CONDITIONS OF THE AGREEMENT**

1. The Agreement shall commence from the date.\_\_\_\_\_ and shall continue till date.\_\_\_\_\_ unless it is curtailed or terminated by the authority owing to deficiency of service, sub-standard quality of manpower deployed, breach of contract etc or change in requirements.
2. The Agreement shall automatically expire on date.\_\_\_\_\_ further by the mutual consent of the Manpower Service Provider and the authority.
3. 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 Manpower Service Provider and the authority.
4. The 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.
5. The authority at present has tentative requirement of different Man Powers as per **Annexure-I** to be deployed by the manpower service provider. The requirement of the authority may further increase or decrease marginally, during the period of initial contract also and the qualified bidder would have to provide additional manpower services, if required, on the same terms and conditions.
6. The Manpower Service Provider will be bound by the details furnished by it to the authority while submitting the tender or at subsequent stage. In case, any of such documents furnished by it is found to be false at any stage, it would be deemed to be a breach of terms of Agreement making it liable for legal action besides termination of the Agreement.
7. The authority reserves the right to terminate the Agreement during initial period also after giving **15 days notice** to the Manpower Service Provider.
8. The persons deployed shall be required to report for duty at Saheed Laxman Nayak Medical College & Hospital, Koraput as per the time schedule fixed by the Dean & Principal and may also be required to work beyond the time fixed for which he would not be paid any extra remuneration. In case, the person deployed remains absent on a particular day or comes late/ leaves early on three occasions, proportionate deduction from the remuneration for one day will be made
9. The Manpower Service Provider shall nominate a coordinator who shall be responsible for immediate interaction with the authority so that optimal services of the persons deployed could be availed without any disruption.
10. The entire financial liability in respect of manpower services deployed in Saheed Laxman Nayak Medical College & Hospital, Koraput shall be that of the Manpower Service Provider and the authority will in no way be liable. It will be the responsibility of the Manpower

Service Provider to pay to the person deployed a sum not less than the minimum rate quoted in the financial bid and adduce such evidence as may be required by the Dean & Principal.

11. For all intents and purposes, the Manpower Service Provider shall be the **“Employer”** within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Manpower Service Provider shall not have any claim whatsoever like employer and employee relationship against the authority.
12. The Manpower Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The authority shall, in no way, be responsible for settlement of such issues whatsoever. In case the grievances of the deployed person are not attended to by the Manpower Service Provider the deployed person can place their grievance before a Joint Committee consisting of a representative of the authority and an authorized representative of the Manpower Service Provider.
13. The authority 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 for payment towards any compensation.
14. The persons deployed by the Manpower Service Provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular/ confirmed employees during the currency or after expiry of the Agreement.
15. In case of termination of this Agreement on its expiry or otherwise, the persons deployed by the Manpower Service Provider shall not be entitled to and shall have no claim for any absorption in regular or other capacity.
16. The person deployed shall not claim any benefit or compensation or absorption or regularization of deployment with office under the provision of rules and Acts. Undertaking from the person deployed to this effect shall be required to be submitted by the Manpower Service Provider.
17. The Manpower Service Provider must be registered with the concerned Government Authorities, i.e. Labour Commissioner, Provident Fund Authorities, Employees State Insurance Corporation etc., and a copy of the registration should be submitted.
18. 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 own personal reasons. The payment in respect of the overlapping 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 and other statutory dues, wherever applicable.
19. The persons deployed by the Manpower Service Provider should have good police records and no criminal case should be pending against them.
20. The persons deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote good will and enhance the image of the Department

or office concerned. The Manpower Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.

21. The persons deployed shall, during the course of their work be privy to certain qualified documents and information which they are not supposed to divulge to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make the Manpower Service Provider as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract.
22. The Manpower Service Provider shall be responsible for compliance of all statutory provisions relating to minimum wages payable to different types of worker in respect of the persons deployed by it in Saheed Laxman Nayak Medical College & Hospital, Koraput. The authority shall have no liability in this regard.
23. The Manpower Service Provider shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to the Saheed Laxman Nayak Medical College & Hospital, Koraput to the concerned tax collection authorities, from time to time, as per the rules and regulations in the matter. Attested Xerox copies of such documents shall be furnished to the authority.
24. The Manpower Service Provider shall maintain all statutory registers under the Law and shall produce the same on demand to the authority of the authority any other authority under Law.
25. 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 the Department or office concerned.
26. In case, the Manpower Service Provider fails to comply with any liability under appropriate law, and as a result thereof, the authority is put to any loss/ obligation, monetary or otherwise, the authority 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.
27. The Agreement is liable to be terminated because of non-performance, deviation of terms and conditions of contract, non-payment of remuneration of employed persons and non-payment of statutory dues. The authority 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 Saheed Laxman Nayak Medical College & Hospital, Koraput by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.
28. In case of breach of any terms and conditions attached to this agreement, the Performance Security Deposit of the Manpower Service Provider shall be liable to be forfeited besides annulment of the Agreement.

29. The Manpower Service Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by authority in respect of the persons deployed and submits the same to the prescribed authority in the first week of the succeeding month. As far as possible the payment will tentatively be released by the second week of the succeeding month.
30. The claims in bills regarding Employees State Insurance, Provident Fund, and GST etc. should be necessarily accompanied with documentary proof pertaining to the concerned bill month. A requisite portion of the bill or whole of the bill amount shall be held up till such proof is furnished, at the discretion of the Finance department.
31. The amount of penalty calculated @ **Rs.100/-** per day on account of delay, if any, in providing a suitable substitute for the period beyond three working days by the Manpower Service Provider shall be deducted from its monthly bills in the succeeding month.
32. The Authority reserves the right to withdraw or relax any of the terms and condition mentioned above so as to overcome the problem encountered at a later stage.
33. In the event of any dispute arising in respect of the clauses of the agreement the same shall be resolved through negotiation. Alternatively the dispute shall be referred to the next higher authority or controlling officer for his decision and the same shall be binding on all parties.
34. All disputes shall be under the jurisdiction of the court at the Koraput.

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## Section -VII

ANNEXURE - II

## DECLARATION

(To be submitted in shape of Affidavit before the **Executive Magistrate**)

I/We Sri \_\_\_\_\_, represented by its Proprietor/ Managing Partner/ Managing Director of M/s. \_\_\_\_\_ having its Registered Office at \_\_\_\_\_ do hereby declare that I/We have carefully read all the conditions of tender notice for award of contract for providing of different manpower's to Saheed Laxman Nayak Medical College & Hospital, Koraput for a period of one year on rate contract basis from the date of publication of approved list and will abide by with all the terms conditions of the Tender.

I/we declare that I/we have posses valid registration certificate under Labour Act & Rules/ Employees Provident Fund Act & Rules/ Employees State Insurance Act & Rules & GST Act & Rules as Manpower Recruitment or Supply Agency.

I/ We do hereby declare that my/ our agency have not been **derecognized/ blacklisted** by any State Government/ Government of India/ Union Territory/ Government organization.

I/We agree that the Tender Inviting Authority can forfeit the Earnest Money Deposit or Security Deposit and blacklist the Agency for a period of 2 (Two) years, if any information furnished by us proved to be false at any time and not abiding by the tender terms & conditions.

**Signature of the Bidder**

**Date:**

**Name & Address of the Agency**