

SAHEED LAXMAN NAYAK MEDICAL COLLEGE AND HOSPITAL, KORAPUT  
(HEALTH & FAMILY WELFARE DEPARTMENT, GOVT. OF ODISHA)



TENDER DOCUMENT FOR PROVIDING OF MANPOWER TO SAHEED LAXMAN NAYAK  
MEDICAL COLLEGE & HOSPITAL, KORAPUT.

|  |  |
|--|--|
| Date of commencement of sale of the tender document:           | 01.06.2020   |
| Cost of Tender Paper (Non-refundable):                         | 6,000/- + GST as Applicable  |
| Last Date & Time for Receipt of Tender:                        | 30.06.2020 up to 5:00 PM   |
| Pre-bid meeting  | 20.06.2020 at 11. 00 A.M.  |
| Date & Time of Opening of Tender (Cover A):                    | 02.07.2020 AT 11.00 A.M  |
| Date & Time of Opening of Tender (Cover B):                    | will be intimated later.   |
| Place of opening of tender / :<br>& Address for Communication: | Superintendent, Saheed Laxman Nayak<br>Medical College & Hospital, Koraput,<br>Odisha, Pin-764020<br>☎: 06852-250101<br>Email – <a href="mailto:slnmchkpt18@gmail.com">slnmchkpt18@gmail.com</a> |

OFFICE OF THE SUPERINTENDENT  
SAHEED LAXMAN NAYAK MEDICAL COLLEGE AND HOSPITAL  
KORAPUT : ODISHA

PHONE-06852-252121  
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**TENDER CALL NOTICE**

No. 2340 / 20


dated : 30.05.2020

Sealed tenders are invited by the Superintendent, Saheed Laxman Nayak Medical College and Hospital, Koraput functioning under Health and F.W. Department, Govt. of Odisha in two – bid system from eligible registered service providers / firms for providing manpower services to Saheed Laxman Nayak Medical College and Hospital, Koraput for a period of one year on contract basis from the day of the actual execution of the agreement with the Service Provider agency by the hire for day to day work . The details of terms and conditions in the form of Tender paper will be available in the district website of Koraput district ([www.koraput.nic.in](http://www.koraput.nic.in)) / <http://www.slnmch.nic.in> / [www.dmetorissa.gov.in](http://www.dmetorissa.gov.in) and can be downloaded subject to condition that the money towards tender cost will be applicable as per procedure. The authority reserves the right to reject any / all the Tenders without assigning any reason thereof.

|   |  |   |
|---|--|---|
| 1 | Date of sale of Tender Paper                       | 01.06.2020  |
| 2 | Cost of Tender Paper (Non refundable)              | Rs. 6000/- + GST as applicable  |
| 3 | Cost of E.M.D                                      | Rs. 5,00,000/-<br>In shape of Bank Draft/DD/Pay order in favour of Superintendent, SLNMCH, Koraput, payable at Koraput. |
| 4 | Last date of receipt of Tender paper               | 30.06.2020 till 5.00 P.M.   |
| 5 | Date of opening of the Technical Bid (Cover –A)    | 02.07.2020 at 11.00 A.M.  |
| 6 | Date of opening of the Financial bid (COVER –B)    | Will be intimated later on.   |
| 7 | Venue for opening Technical Bid and Financial Bid. | O/O – Superintendent, SLN Medical College and Hospital, Koraput.  |
| 8 | Address for Correspondence                         | Superintendent<br>Saheed Laxman Nayak Medical College and Hospital, Koraput<br>At-Pujariput, Po/Dist-Koraput-764020     |

1. The tender papers will be received through Regd. Post and Speed post only. The bidders are to submit their tenders in separate sealed envelopes for Technical Bid and Financial Bid by super scribing “Technical Bid for Providing Manpower Services to Saheed Laxman Nayak Medical College & Hospital, Koraput ”(Cover-A) and “Financial Bid for Providing Manpower Services to Saheed Laxman Nayak Medical College & Hospital, Koraput” (Cover-B). 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”.

N:B: The tender paper will be rejected if the bidder changes or omit any clause or annexure of the bid documents downloaded from the website or if the envelopes are not sealed and properly super subscribed.

  
Superintendent  
SLNMCH, Koraput.

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## Section -I

### SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS

1. The Superintendent, Saheed Laxman Nayak Medical College & Hospital, Koraput requires the services of registered, well established and financially sound Manpower Service Providers / firms to provide services as enlisted in clause-3, 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 Superintendent of Saheed Laxman Nayak Medical College & Hospital, Koraput has the tentative requirements of the manpower as specified below:
  1. Sweeper cum Attendant (unskilled)
  2. Gardener (Unskilled)
  3. Security Guard (Semi skilled)
  4. Data Entry operator (Skilled)
  5. Driver (Heavy vehicle) high skilled
  6. Supervisor (high skilled)
  7. Electrician/Plumber/D.G.Set, Lift, operator (ITI pass in similar grade)
  8. Oxygen penal Boy ((10<sup>th</sup>. Pass)
  9. Cook ( Unskilled)
  10. Dhobi ( Unskilled)
4. 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 lakh) only (refundable without interest) in shape of Bank draft/ Demand Draft/ Pay Order in favour of "Superintendent, Saheed Laxman Nayak Medical College & Hospital, Koraput" from any Nationalized/ Scheduled Bank payable at Koraput and other requisite documents are to reach by 30.06.2020 up to 5.00 PM at office of the Superintendent of Saheed Laxman Nayak Medical College & Hospital, Koraput, Pin-764020. No tender papers will be received after the due date and time. The Tender will be received through Regd. Post / Speed Post only. The authority will not be responsible for any postal delay.

In the absence of EMD, technical proposal of the bidder shall be rejected. However, as per the Finance Deptt. , Govt. of Odisha, O.M No. 21926 dt. 12.08.15 the local MSEs registered with respective DICs, Khadi village, Cottage and Handicapped industries, OSIC and NSIC are exempted for submission of EMD while participating in the Tenders of Govt. Deptts. and agencies under its control. It is further clarified that, the above exemption is applicable to local MSEs registered in Odisha only. This exemption to the local MSEs shall be applicable if the kind of service is required under this tender enquiry is clearly specified against the details of the service to be provided in their DIC/ NSIC registration certificate to be furnished in the Technical Bid.

5. The various crucial dates relating to above Tender are cited as under:

|     |  |  |
|-----|--|--|
| (a) | Date of sale of Tender paper:  | 01.06.2020   |
| (b) | Last Date and time for submission of Tender Document:                                    | 30.06.2020 till 5.00 P.M   |
| (c) | Date and time for opening of Technical Bid: (Cover-A)                                    | 02.07.2020 at 11.00 A.M  |
| (d) | Date and time for opening of Financial Bids of eligible Tenders and selection: (Cover-B) | Will be intimated to the qualified bidders later on.             |
| (e) | Venue of opening of Technical and Financial bid.   | O/O – Superintendent, SLN Medical College and Hospital, Koraput. |

**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.

6. 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 "(Cover-A) and "Financial Bid for Providing Manpower Services to Saheed Laxman Nayak Medical College & Hospital, Koraput" (Cover-B. Both sealed envelopes(cover-'A' and Cover-'B') should be kept in a third sealed envelope super scribing "Tender for Providing Manpower Services to Saheed Laxman Nayak Medical College & Hospital, Koraput".

6.1 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:

- Attested copy of valid registration certificate of the bidder's organization with Labour Department, Government of Odisha;
- Attested copy of PAN card;
- Attested copies of the IT return filed for the last three financial years;
- Attested copy of the Valid EPF registration certificate;
- Attested copy of the Valid ESI registration certificate;
- Attested copy of the Valid GSTIN as Manpower Recruitment or Supply Agency;
- Attested copy of the valid registration certificate of Home Department, Government of Odisha / valid PSRA Certificate ( validity as on the date of application) to this effect no undertakings will be entertained.
- Certified extracts of up-to-date Bank Account containing transactions during last one year.
- Copy of Solvency certificate issued from concerned authority of Revenue Department.
- Audit account of the firm last three years.
- Self affidavit (in Non-judicial stamp of Rs. 100/- ) to the effect that the Tendering firms have not been derecognized / blacklisted by any State Government/ Government of India/ Union Territory/ Government undertakings must be submitted
- An undertaking for three months working capital for payment to employees engaged by them.

6.2 The Technical bids shall be opened on the scheduled date and time as mentioned above in the office of the Superintendent, 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.

The conditional bids shall not be considered and will be out rightly rejected in very first instance.

- 6.3 The interested agencies shall have to provide the manpower (Security, Cleaning personnel and all other as per the requirement ).
- 6.4 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, each page of Technical Bid/Price bid Application must be signed by the person authorized to sign the tender bids.
- 6.5 The Financial Bid of only those bidders will be opened whose Technical bids are found to be qualified in all respects. The financial bids will be opened on the scheduled date and time as mentioned above in the office of the Superintendent, Saheed Laxman Nayak Medical College & Hospital, Koraput in the presence of the technically qualified bidders or their authorized representatives.

**Selection Procedure**

7. The bidder with lowest evaluated financial bid (L1) would be considered for award of contract. In case, the lowest bidder (L1) is disqualified if not able to provide service within stipulated time 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 concerned authority will be final during the finalisation stage.
8. The successful bidder will have to deposit a Performance Security Deposit of Rs.15,00,000/- (Rupees Fifteen Lakh) only in the shape of Bank Guarantee/ Demand Draft/ Fixed Deposit TDR from any Nationalized Bank in favour of "Superintendent, 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/ TDR fixed deposit will have to be accordingly renewed by the successful bidder
- 8.1 The Service provider shall be liable for all kinds of dues payable in respect of the personnel provided under the contract and the authority shall not be liable for any dues for availing the services of the personnel.
- 8.2 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) Police verification certificate of each employee .
- 9 The monthly bills will not be released until the service provider produces the proof of upto date payment of EPF & ESI contribution & GST.
- 10 All the documents should be self-attested.
- 11 The Authority reserves the right to reject all bids / terminate the tender process without assigning any reason thereof.

## Section - II

### TECHNICAL REQUIREMENTS FOR THE TENDERING MANPOWER SERVICE PROVIDER

1. The tendering manpower service provider should fulfill the following technical criteria failing their bids shall be summarily / out-rightly rejected and will not be considered.
  - (a) Must be registered with the appropriate registration authority;
  - (b) Must have at least **3 years** experience in providing manpower Security/Cleaning staff to Government Departments , Public Sector Companies or Banks. Preference will be given to the bidders who has experience in providing such service in Govt. Hospital / Medical Colleges etc. at least 3 years.
  - (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.
  - (g) The Tendering firms whose annual turnover is **Rs. 5.00 corers** or more in each of the year for last three financial years (2016-17, 2017-18 & 2018-19) shall be eligible to participate in the Tender.
  - (h) Must have the attested copies of **Audited certificates of financial transactions/ balance sheet** for last preceding 3 (three) (i.e.2016-17, 2017-18 & 2018-19) years duly signed by the Chartered Accountant/ Auditor with the bid documents.
  - (i) Must have the documents regarding execution of contracts of similar type during preceding 3 years.
  - (j) The Tendering firms must not be **derecognized/ blacklisted** by any State Government/ Government of India/ Union Territory/ Government undertakings and Public sectors.
  - (k) 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 at Saheed Laxman Nayak Medical College & Hospital, Koraput.
  - (l) The solvency certificate of Rs. 60.0 Lakh in form No. VI of Revenue Department ( Annexure no.III) should be in the name of the owner / organization validity as on the date of application.
  - (m) They should be registered under PSRA Act.
  - (n) The declaration form in **Annexure- IV** duly signed by the bidder before Notary Public / Executive Magistrate.

In the absence of the above documents the Technical Bid will be rejected.

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

| Sl. No.  | Manpower              | Requirement   | Age                          | Qualification and Experience  |
|----------|-----------------------|---------------|------------------------------|---|
| <u>1</u> | <u>2</u>              | <u>3</u>      | <u>4</u>                     | <u>5</u>  |
| 1.       | Sweeper cum Attendant | As applicable | Should be within 18-40 years | <ul style="list-style-type: none"> <li>❖ He should be physically fit. (Fitness certificate from a Regd. Medical Officer)</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.       | Security Guard        | As applicable | 18-40                        | <ul style="list-style-type: none"> <li>❖ He should be physically fit. (Fitness certificate from Regd. Medical Officer)</li> <li>❖ He must be gentle &amp; well behaved.</li> <li>❖ He must have passed 7<sup>th</sup>. Class.</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> <li>❖ Height Male-5 Feet. Height Female-4'.8"</li> </ul>  |
| 3.       | Driver                | As applicable | 18-40                        | <ul style="list-style-type: none"> <li>❖ The candidate must be 10th Pass.</li> <li>❖ He should be physically fit. (Fitness certificate from a Regd. Medical Officer)</li> <li>❖ Visual acuity and test for color blindness certificate from a Regd. Eye certificate.</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> <li>❖ Driving Lenience issued from RTO for heavy Vehicle.</li> <li>❖ Experience certificate -5 years of heavy vehicle.</li> </ul> |
| 4.       | DEO                   | As applicable | 18-32                        | <ul style="list-style-type: none"> <li>❖ The candidate must be Graduate with PGDCA</li> <li>❖ He should be physically fit. (Fitness certificate from a Regd. Medical Officer)</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>  |
| 5.       | SUPERVISOR            | AS APPLICABLE | 18-40                        | <ul style="list-style-type: none"> <li>❖ MUST BE Any graduate.</li> <li>❖ He should be physically fit. (Fitness certificate from a Regd. Medical Officer)</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>  |
| 6.       | Gardener              | As applicable | 18-40                        | <ul style="list-style-type: none"> <li>❖ He should be physically fit. (Fitness certificate from a Regd. Medical Officer)</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>   |



|     |                  |               |       |  |
|-----|------------------|---------------|-------|--|
| 7.  | Lift Operator    | As applicable | 18-40 | <ul style="list-style-type: none"> <li>❖ Must be passed ITI in similar trade</li> <li>❖ He should be physically fit. (Fitness certificate from a Regd. Medical Officer)</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>   |
| 8.  | Electrician      | As applicable | 18-40 | <ul style="list-style-type: none"> <li>❖ Must be passed ITI in similar trade</li> <li>❖ He should be physically fit. (Fitness certificate from a Regd. Medical Officer)</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>   |
| 9.  | Plumber          | As applicable | 18-40 | <ul style="list-style-type: none"> <li>❖ Must be passed ITI in similar trade</li> <li>❖ He should be physically fit. (Fitness certificate from a Regd. Medical Officer)</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>   |
| 10. | D.G.Set Operator | As applicable | 18-40 | <ul style="list-style-type: none"> <li>❖ Must be passed ITI in similar trade</li> <li>❖ He should be physically fit. (Fitness certificate from a Regd. Medical Officer)</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>   |
| 11. | Oxygen penal Boy | As applicable | 18-40 | <ul style="list-style-type: none"> <li>❖ Must be passed 10<sup>th</sup>. Class.</li> <li>❖ He should be physically fit. (Fitness certificate from a Regd. Medical Officer) 1 year experience for operating Gas.</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> |
| 12. | Cook             | As applicable | 18-32 | <ul style="list-style-type: none"> <li>❖ He should be physically fit. . (Fitness certificate from a Regd. Medical Officer)</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>  |
| 13. | Dhobi            | As applicable | 18-32 | <ul style="list-style-type: none"> <li>❖ He should be physically fit. . (Fitness certificate from a Regd. Medical Officer)</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>  |

## Section –III (Annexure-I)

APPLICATION: TECHNICAL BID

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

|                     |  |                                   |
|---------------------|--|-----------------------------------|
| 1.                  | Name of Tendering Manpower Service Provider / Agency/Firm                          |                                   |
| 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 one year)                  | 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. :<br>(Attach attested copy)   |                                |                        |                                  |                      |    |
| 14.                | Financial turnover of the tendering<br>Manpower Service Provider for the<br>last 3 Financial Years.  | Financial Year                 | Amount<br>(. In Crore) | Remarks, if any                  |                      |    |
|                    |  | 2015-16                        |                        |                                  |                      |    |
|                    |  | 2016-17                        |                        |                                  |                      |    |
|                    |  | 2017-18                        |                        |                                  |                      |    |
| 15.                | Give details of the major similar contracts handled by the tendering Manpower Service Provider during the last three years in the following format:<br>(If the space provided is insufficient, a separate sheet may be attached)   |                                |                        |                                  |                      |    |
| Sl. No.            | Name of client, address, telephone &<br>Fax no.  | Manpower services provided     |                        | Amount of Contract<br>(.in Lakh) | Duration of contract |    |
|                    |  | Type of manpower provided      | No.                    |                                  | From                 | To |
|                    |  |                                |                        |                                  |                      |    |
|                    |  |                                |                        |                                  |                      |    |
| 16.                | Additional information, if any<br>(Attach separate sheet, if required)   |                                |                        |                                  |                      |    |
|                    |  | Signature of authorized person |                        |                                  |                      |    |
| Date:              |  | Name:                          |                        |                                  |                      |    |
| Place:             |  | Seal:                          |                        |                                  |                      |    |
| <b>DECLARATION</b> |  |                                |                        |                                  |                      |    |
| 1.                 | I, _____, Son/ Daughter/ Wife of Shri _____<br>Proprietor/ Director/ authorized signatory of the Service Provider agency, and 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:                          |                        |                                  |                      |    |

The Price bid shall be opened after the technical evaluation is completed and only those bidders who will be qualified in the technical bid their price bid will be opened.

In the financial bid, the bidder with the lowest price shall be awarded the contract. However in case two bidders quote the same lowest price, then the agency with the highest annual average turnover shall be awarded the contract.

### Materials required for cleaning and sanitation work

| Sl. No. | List of items    | Sl. No. | List of items     |
|---------|------------------|---------|-------------------|
| 1       | White Phenyl     | 12      | Flower Broom      |
| 2       | Liquid Soap      | 13      | Stick Broom       |
| 3       | Colin Spray      | 14      | Bucket            |
| 4       | Bathroom acid    | 15      | Mug               |
| 5       | Nopthaling Ball  | 16      | wiper             |
| 6       | Bleaching Powder | 17      | long stick broom  |
| 7       | Room Spray       | 18      | Mopper            |
| 8       | Coir Brush       | 19      | Sanitizer         |
| 9       | Floor Cotton     | 20      | Heavy duty Gloves |
| 10      | Dusting Cotton   | 21      | Mask              |
| 11      | Odonil           | 22      | Detergent         |

## Section –IV (Annexure-II)

### 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 cum Attendant (Un-skilled).          |                                       |     |     |                             |                |     |       |  |
| 2.      | Security Guard (semi skilled)                |                                       |     |     |                             |                |     |       |  |
| 3.      | Driver (heavy vehicle) High skilled          |                                       |     |     |                             |                |     |       |  |
| 4.      | Data Entry Operator (Skilled)                |                                       |     |     |                             |                |     |       |  |
| 5.      | Supervisor high skilled                      |                                       |     |     |                             |                |     |       |  |
| 6.      | Electrician (ITI pass in similar grade)      |                                       |     |     |                             |                |     |       |  |
| 7.      | Plumber (ITI pass in similar grade)          |                                       |     |     |                             |                |     |       |  |
| 8.      | D.G.Set Operator (ITI pass in similar grade) |                                       |     |     |                             |                |     |       |  |
| 9.      | Gardener (unskilled)                         |                                       |     |     |                             |                |     |       |  |
| 10.     | Lift Operator (ITI pass in similar grade)    |                                       |     |     |                             |                |     |       |  |
| 11.     | Oxygen Penal Boy (10 <sup>th</sup> pass)     |                                       |     |     |                             |                |     |       |  |
| 12.     | Cook   |                                       |     |     |                             |                |     |       |  |
| 13.     | Dhobi  |                                       |     |     |                             |                |     |       |  |
| 14.     |  | Sanitary materials per month          |     |     |                             |                |     |       |  |
|         |  | GRAND TOTAL                           |     |     |                             |                |     |       |  |

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 quote the Service Charges as 'NIL'.

### INSTRUCTION FOR THE TENDERER

1. Calculate the Sqft. Areas which are to be cleaned property.
2. Identify the specific location in mentioned in the tender or any part of the agreement can be modified in the interest of the SLNMCH Koraput to be cleaned. Each location must be described in the TOR / Agreement strictly, so that responsibility can be fixed.
3. The frequency of cleaning of bath rooms, toilet, urinal, OT & Labor room must be adhered.
4. Calculate quality of consumables like phenyl, acid, bleaching powder, detergent powder, odonil , phool jhadu, coir, PVC pipes, wiper, bucket etc. Dresses of cleaning staff to be provided by contractor once in 6 month.
5. The service provider's persons shall not claim any benefit such as bonus / compensation / regularization of service from / in concerned SLNMCH, Koraput under provision of contract labour (Regularization & absorption) Act 1970. Undertaking from the person to this effect shall be received and to be submitted by the employee of the service provider & there is no employee & employer relationship between said employees & SLNMCH, Koraput.
6. **All the tender papers are to be paged, serially arranged as per requirement in the check list (Annexure-III) use tag instead of stapling.**
7. Contents in the TOR may be read carefully before submission of the tender paper.

## Section -V

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

#### GENERAL

1. The successful bidder shall have to sign an agreement with the concerned authority (Annexure-V)
2. The agreement of the tender is valid for a period of one year from the date of signing of the agreement and can be renewable for further period of one year each upto three years by order of Superintendent, SLNMCH, Koraput as the case may be subject to satisfactory performance of the Service Provider 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 at any point of time.
3. The Man power 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 Superintendent, Saheed Laxman Nayak Medical College & Hospital, Koraput .
4. The Superintendent, Saheed Laxman Nayak Medical College & Hospital, Koraput at present, has tentative requirement as applicable of different Man Powers . 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.
5. 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.
6. The Superintendent, 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 without assigning any reason thereof.
7. 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 Superintendent 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.
8. The Manpower Service Provider shall nominate a coordinator who shall be responsible for immediate interaction with the Superintendent, Saheed Laxman Nayak Medical College & Hospital, Koraput so that optimal services of the persons deployed could be availed without any disruption.
9. 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 Superintendent 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 Superintendent, Saheed Laxman Nayak Medical College & Hospital, Koraput. The payment of minimum wages / VDA is to subject to realization from the Principal employer time to time hiked as per the notification of Labour and ESI DEPTT., GOVT OF ODISHA.

10. 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.

11. The Manpower Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The Superintendent, 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 Superintendent, Saheed Laxman Nayak Medical College & Hospital, Koraput and an authorized representative of the Manpower Service Provider.

12. The Superintendent, 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

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

19. 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.



20. The tender should undertake cleaning and sanitation work of floor area only with mechanized system and manual where ever necessary round-the clock in continuous process as detailed below. The floors should be mopped at and dried. There shall not be any cobwebs in any portion of the College as well as hospital building and it should be removed as and when required.

Apart from the said floor area The Tenderer will also undertake the following cleaning and sanitation work which are not included in the said floor area. Accordingly the Tenderer may quote the rate per square meter. The area for cleaning may be increased or decreased depending on the requirement accordingly the agency will be requested to use more number of equipments as shall be asked by the authority.

- a. The drains of outside and inside of indoor buildings, Regional Diagnostic Centre and outdoor building once daily and as and when required.
- b. Floor Area minimum 6 (Six) times at 4 hours interval daily including stair cases, ramps, corridors, Verandahs, Chhajjas etc as will be ordered by the authority.
- c. Toilets & lavatories round the clock.
- d. Walls, Corners, Roofs, Doors, Windows, Windows Grills, Fans , Electric Fittings etc. once daily to keep dust free and clean.
- e. Cabins 4 (Four) times at 6 hours interval.
- f. Besides above mentioned cleaning work, extra cleaning work also to be done as and when required by the authority.
- g. Special care should be taken to remove stains.
- h. There should be one person in every ward round the clock designated for cleaning in the exigency of patient care.

#### SPECIFIED AREAS OF WORK

1. Main Hospital building with Administrative Block (I,II and III floor)
2. R.D.C building, Radio Diagnosis, Nidan.
3. Eye and ENT ward (OPD and OT) / PPC / NRC (I and II Floor)/Sakhi One stop centre.
4. M.C.H building (I , II and III Floor)
5. Psychiatry and Dermatology Word and OPD
6. T.B and Chest Word
7. LTs in Hospital
8. College building and L.T class rooms 4 nos.
9. Auditorium, Mortuary
10. Boys Hostel / Girls Hostel / S.R. Hostels
11. All drains and Roads inside the SLNMCH campus.

The Tendering agency may inspect the proposed site of cleaning with the help of the Steward of this Hospital before quoting the rate.

- The organization/Service provider has to dispose of different general waste & residual thereof and other articles at the specified dumping yard of the hospital.
- Non availability of water from PHED taps should not be taken as a reason for non-cleaning of particulars wards/ areas. The organization can bring/procure water from the available, point or tube well resources.

- Cleaning equipments like vacuum Cleaners, disinfectors and such other modern machineries to be used for cleaning purposes. The service provider should have and use the minimum equipments as follows, failing which assignment and agreement will be cancelled. Further after approval in Financial bid the bidder have to demonstrate all the following machines alongwith ownership document of the machines of the agency before the committee otherwise their offered price will not be approved.
  - i. Heavy Duty Automated Scrubber Driver -5 Nos.
  - ii. High Pressure Water Jet -2 Nos.
  - iii. Mini Floor Washer Machine, Auto Scrubber & Driver-10 Nos.
  - iv. Manual Sweeping Machine -2 Nos.
  - v. Single Disc Scrubber Machine -4 Nos.
  - vi. Vacuum Cleaner, Wet & Dry, Stainless Steel -5 Nos.
- The organization and their authorized worker shall have right to access into the premises for performance of contract and its execution. It shall use its own manpower.
- The authority shall have the right to inspect the cleaning site at any time and also to issue such orders and direction to the organization as may be considered necessary. The organization shall ensure that such orders are complied forthwith.
- Enough man power for cleaning purposes should be available and they must be present in the hospital premises round the clock. (To be mentioned by the Agency)
- The organization shall not entrust the work to any other second party/ parties which goes against purpose and leads to breach of contract.

21. The wages shall not be less than the minimum daily wages approved by the Govt. of Odisha labour and ESI Deptt. Violating this at any stage will lead to rejection of the tender or termination of the service.

22. The service charge should be more than the TDS amount. The agency quoting service charge equivalent or less than the TDS amount will be rejected out rightly.

23. The rates per square meter for cleaning purpose and for others person per month 30 days basis inclusive of all statutory liabilities, taxes etc.

### LEGAL

24. 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.

25. 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 Superintendent, Saheed Laxman Nayak Medical College & Hospital, Koraput shall have no liability in this regard.

26. 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 Superintendent, Saheed Laxman Nayak Medical College & Hospital, Koraput.
27. The Manpower Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of the Superintendent, Saheed Laxman Nayak Medical College & Hospital, Koraput any other authority under Law.
28. 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.
29. In case, the Manpower Service Provider fails to comply with any liability under appropriate law, and as a result thereof, the Superintendent, Saheed Laxman Nayak Medical College & Hospital, Koraput is put to any loss/ obligation, monetary or otherwise, the Superintendent, 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.
30. 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 Superintendent, 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

31. 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 "Superintendent, Saheed Laxman Nayak Medical College & Hospital, Koraput" payable at Koraput failing which the tender shall be rejected out rightly.
32. 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.
33. The successful bidder will have to deposit a Performance Security Deposit of Rs.15,00,000/- (Rupees Fifteen Lakh) only in the form of Bank Guarantee/DD/ fixed deposit from only Nationalized Bank drawn in favour of "Superintendent, 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.

34. 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.
35. The Manpower Service Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by the Administrative Officer, 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.
36. 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 Superintendent, Saheed Laxman Nayak Medical College & Hospital, Koraput.
37. The amount of penalty calculated @ Rs.500/- 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.
38. 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.
39. All disputes shall be under the jurisdiction of the court at Koraput.
40. The successful bidder will enter into an agreement with Superintendent, Saheed Laxman Nayak Medical College & Hospital, Koraput for supply of suitable and qualified manpower as per requirement, terms and conditions.

=0=

Section - VI

CHECKLIST

(All the document should be flag marked indicating type of document)

**DOCUMENTS: SUBMITTED OR NOT**

|   | Page No. | Yes | No. |
|---|----------|-----|-----|
| (A) Technical Bids as per details given below<br>(should be properly paged & tagged as per below)   |          |     |     |
| 1. Company / Firm / NGO Regd No./Address  |          |     |     |
| 2. Cost of Tender paper and Earnest Money Deposit   |          |     |     |
| 3. Ownership document of the Agency   |          |     |     |
| 3. GSTIN No.  |          |     |     |
| 4. Photocopy of latest Income Tax return  |          |     |     |
| 5 Audit report of last three years  |          |     |     |
| 6. GST clearance certificate  |          |     |     |
| 7. Proof of EPF Deposit document  |          |     |     |
| 8. ESI Deposit Document   |          |     |     |
| 9. Solvency certificate (Annexure-III)  |          |     |     |
| 10. Declaration form (Annexure-IV)  |          |     |     |
| 12. Experience / Market standing certificate  |          |     |     |
| 13. Self affidavit (in Non-judicial stamp of Rs. 100/- ) to the effect that the Tendering firms have not been derecognized / blacklisted by any State Government/ Government of India/ Union Territory/ Government undertakings must be submitted |          |     |     |
| 14. Proof of Financial Turnover   |          |     |     |
| 15. Assignment of finished / unfinished (with Work Order)   |          |     |     |
| 16.. The original tender book with Cover-A Annexure-I duly filled & signed  |          |     |     |
| 17 PAN Card.  |          |     |     |
| 18. Certified extracts of up-to-date Bank Account containing transactions during last three years.  |          |     |     |
| 19. Signature in all the pages of the Tender document.  |          |     |     |
| (B) Financial Bid (Cover-B) (Annexure – II)   |          |     |     |

## SECTION--VII

Annexure - III

### Form No. VI (See Rule 3)

Office of the .....Miscellaneous Certificate Case No.....of 19

#### SOLVENCY CERTIFICATE

This is to certify that Shri/Smt/Miss.....son/daughter/wife of  
Shri.....of village/Town.....P.S.....Tahsil.....

In the district of .....in the state of Odisha is solvent to the extent of Rs.....  
(Rupees.....)

Only.

Immovable properties

(i)Agricultural lands

(ii)Buildings

Any other immovable properties (to be specified)

2. This certificate is being granted only for the purpose of.....

*Signature of the Revenue Officer*

*Date.....*

*Designation(with seal)*

*Signature of the Applicant*

## SECTION-VIII

ANNEXURE - IV

### DECLARATION

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

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

## SECTION-IX

Annexure No.V

### FORM OF AGREEMENT

This Agreement is made on this \_\_\_\_\_ day of \_\_\_\_\_ Between the Governor of Odisha represented by the Superintendent, 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

Witness

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

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



## 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 Superintendent 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 Superintendent.

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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