

DIRECTORATE OF STATE INSTITUTE OF HEALTH & FAMILY WELFARE, ODISHA



Nayapalli, Bhubaneswar - 751 012

☎: - 2392032, 2393336, 2395338, 2393912, 2396072 (Hostel) Fax: 2391954

E-mail :- sihfwodisha@gmail.com/ sihfwodisha@nic.in

Tender No. 2135 /
(SIHFW-Soc-Manpower-08/2021)

Bhubaneswar

Dated 30/04/2021

**TENDER NOTICE TOWARDS ENGAGEMENT OF MANPOWER SERVICE
PROVIDER FOR THE DIRECTORATE OF S.I.H & F.W ,ODISHA**

Sealed Tenders are invited under Two Bid system from the reputed experienced Manpower Agencies/ Service providers for outsourcing of different services of Directorate of S.I.H & F.W, Odisha, Unit-8,Nayapalli,Bhubaneswar w.e.f 01.07.2021.

The detailed information for outsourcing the service of various posts has been given in the Tender document which shall be downloaded from the official website <http://sihfwodisha.nic.in> & <https://www.odisha.gov.in/tender> within the period from 05.05.2021 to 26.05.2021. The tender documents shall be reached at the Office of the Director, S.I.H& F.W, Odisha, Nayapalli, Bhubaneswar-751012 by Regd. Post/Speed Post latest by 3 P.M on 26.05.2021. Tender received other than Regd. Post and Speed Post shall summarily be rejected.

Any revision, clarification, addendum, corrigendum, time-extension etc. to the above mentioned tender notice will be hoisted on the above mentioned websites only. No separate notification shall be issued in the press.


Director

State Institute of Health & Family Welfare Odisha

Memo No 2136 //Bhubaneswar

Date 30/04/2021

Copy along with soft copy of Tender Notice forwarded to the Joint Director Cum Deputy Secretary to Govt., Information & Public Relation Deptt., Govt of Odisha, Bhubaneswar for information & necessary action.

The above Tender Notice may please be published in two leading dailies (One English & One Odia news Paper) for its widely publication.


Director

State Institute of Health & Family Welfare Odisha

Memo No 2137 //Bhubaneswar

Date 30/04/2021

Copy along with soft copy of Tender Notice & Tender document forwarded to the Head of Portal Group, Science & Technology Deptt, Govt of Odisha, Bhubaneswar/ Technical Officer, Directorate of SIH&FW, Odisha for information & necessary action.

He/She is requested to upload the above Tender Notice & Tender document in this Official website for information of prospective bidders.


Director


State Institute of Health & Family Welfare Odisha

Memo No 2138 //Bhubaneswar

Date 30/04/2021

Copy forwarded to all Directors under Health and Family Welfare Deptt, Govt of Odisha for information & necessary action.

It is requested to put the Tender Notice in the Directorate Notice Board for information of all concerned.


Director

29.4.21
State Institute of Health & Family Welfare Odisha

DIRECTORATE OF STATE INSTITUTE OF HEALTH & FAMILY WELFARE, ODISHA

Nayapalli, Bhubaneswar – 751 012

☎ : - 2392032, 2393336, 2395338, 2393912, 2396072 (Hostel) Fax: 2391954

E-mail :- sihfwodisha@gmail.com/ sihfwodisha@nic.in**Tender Document**

For providing following category services at the Directorate of State Institute of Health & Family Welfare, Odisha

Sl.No	Manpower	Requirement	Age	Qualification
1	Machine Operator	01	Should be within 18-45 years	The candidate should have Diploma in printing Technology with Specialization in Lithograph or National Trade certificate from School of Printing & Allied Press of Odisha Govt. Press with 2 yrs. experience in relevant field.
2	Litho Artist Retoucher with knowledge of plate making	01	-do-	The candidate should have Diploma in Commercial Art from recognised College with 2 years experience in Graphic, Designs, Colour Spectrum & Retoucher or Diploma in Printing technology with Specialization in Retouching & machine operator with 2 yrs. experience in relevant field.
3	Assistant Machine Operator	02	-do-	I. The candidate should have Diploma in Printing technology with Specialization in Lithography from recognised Institute of Printing with 2 yrs. experience in Offset machine or National Trade certificate in Offset Printing with 2 yrs. experience in relevant field.
4	Machine Fly boy	01	-do-	I. The candidate should have possess National Trade certificate with 2 yrs. experience in relevant field.
5	Junior binder	01	-do-	I The candidate should have possess National Trade certificate with 2 yrs. experience in relevant field.
6	Attendant	04	-do-	I. Must have passed 10 th from BSE, Odisha or equivalent II. Must be physically fit to carry out official work III. Must have knowledge of operating Xerox & Fax machine.
7	Sweeper	04	-do-	I. Literate II. Must be physically fit to work in office & hostel III. Well behaved & gentle
8	Night Watchman	02	-do-	I. Must have passed 10 th from BSE, Odisha or equivalent II. Must be physically fit for watch and ward duty III. Well behaved & gentle

1 (a) Period of issue of Tender document : 05.05.2021 to 26.05.2021

(b) Date and time of submission of Tender document : Last date 26.05.2021 upto 3 P.M

(c) Date and time for opening of

i) Technical Bids : To be intimated later

ii) Financial Bids of eligible Bidders : To be intimated later.

(d) Likely date for commencement of deployment of required manpower: 01.07.2021

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SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS

1. The Directorate of State Institute of Health & Family Welfare, Odisha, Bhubaneswar requires the services of reputed, well established and financially sound Manpower Service Providers to provide services of different Manpower for day to day official works.
2. The contract for providing the aforesaid manpower is likely to commence from 1st July'2021. The period of the contract is initially for one year which may be extended maximum up to three years provided the requirement of the Directorate for manpower persists at that time or may be curtailed/terminated before one year owing to regular recruitment or deficiency in service or substandard quality of manpower deployed by the selected Service Provider or because of change in the Directorate's requirements. The Director, S.I.H & F.W, Odisha ,however, reserves right to terminate the initial contract at any time after giving one week's notice to the selected Service Provider.
3. This Directorate has tentative requirement of following manpower on Outsourcing basis as The requirements may increase / decrease in any / all the categories.
 - (a) 01 number of Machine Operator,01 number of Litho Artist Retoucher with knowledge of Plate making, 01 number of Asst. Machine Operator,01 number of Junior Machine Man, 01 number of Machine Fly boy, 01 number of Junior Binder,01 Sweeper & 02 night watch man (for Offset Printing Press)
 - (b) 01 number of Attendant & 01 number of Sweeper (for Office)
 - (c) 02 number of attendant & 02 sweepers & 01 night watchman (for Hostel)
4. The estimated cost of contract is Rs. 17.50 Lacs per annum approximately.
5. The interested Manpower Service Providers may submit the tender document complete in all respects along with bid security declaration and other requisite documents by 26.05.2021 up to 3 PM through Regd. Post/Speed Post.
6. The various crucial dates relating to "Tender for providing Manpower Services to the Directorate of S.I.H. & F.W. (O), Bhubaneswar" are cited as under:
 - a) Period of issue Tender document 01.05.2021 to 26.05.2021.
 - b) Date & Time for submission of Tender document 26.05.2021 up to 3 PM.
 - c) Date & Time of opening of
 - i) Technical BID To be intimated later
 - ii) Financial BID To be intimated later
 - d) Likely date for commencement of deployment : 1st July 2021
of required Manpower
7. The tender is invited under two **bid system i.e. Technical Bid and Financial Bid**. The interested agencies are advised to submit two separate sealed envelope super scribing "**Technical Bid for Providing Manpower Services to the office of the Directorate of State Institute of Health & Family Welfare, Nayapalli, Bhubaneswar-751012**" and "**Financial Bid for Providing Manpower**

Services to the office of the Directorate of State Institute of Health & Family Welfare, Nayapalli, Bhubaneswar-751012". Both the sealed envelope should be kept in a third sealed envelope super scribing "Tender for Providing Manpower Services to the office of the Directorate of State Institute of Health & Family Welfare, Nayapalli, Bhubaneswar-751012".

8. The Bidders are required to execute a Bid Security declaration in lieu of Bid Security (also known as EMD) with stipulation that if they withdraw or modify their Bids during period of validity etc., they will be suspended for 3 years.

9. The successful tenderer will have to deposit a Security amount amount i.e on month employee cost including statutory dues in the form of fixed deposit receipt (FDR) made in the name of agency but hypothecated to the Director, SIH & FW (O), Bhubaneswar covering the period of contract. In case the contract is further extended beyond the initial period, the bank guarantee are to be renewed accordingly.

10. The tendering Manpower Service providers are required to enclose photo copies of the following self attested documents along with the Technical Bid, failing which their bids shall be summarily/out rightly rejected and will not be considered any further:

- a. Registration certificate of the applicant organisation
- b. Copy of Valid PAN/GIR card.
- c. Copy of the I.T. Return filed for the last three financial years.
- d. Copies of E.P.F. and E.S.I Registration Certificate.
- e. Copy of Service Tax Registration Certificate.
- f. Certified extracts of the Bank Account containing transactions during last three years.
- g. Copy of the GST Registration Certificate.
- h. Copy of Labour license / Registration under contract Labour (Regulation & Control Act, 1970.
- i. Proof of experience in supplying manpower to Govt. Deptt / Govt. Agencies.
- j. Declaration regarding blacklisting or otherwise.
- k. Annual Turnover Certificate of the firm/agency/contractor of the preceding last three Financial Years.(Turnover should be in terms of payment received from Agencies).

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

12. All entries in tender form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorised 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 cutting, if any, in the Technical Bid Application must be initialled by the person authorised to sign the tender bids.

13. The Technical bids shall be opened on the scheduled date and time (To be intimated later) in the premises of Directorate, Directorate of State Institute of Health & Family Welfare, Nayapalli,

Bhubaneswar-751012 in the presence of the Manpower Service Providers/ authorised representative duly authorised by the service provider who wish to be present on the spot at the time of opening of the bids.

14. The Financial Bid of only those tenders will be opened whose Technical bid are accepted. The Financial bid shall be opened (To be intimated later) in the premises of Directorate of State Institute of Health & Family Welfare, Nayapalli, Bhubaneswar-751012 in the presence of the service providers/authorised representative of the Manpower Service Providers, who wish to be present on the spot at that time.

15. In case of tie the amount of financial turnover shall be considered for awarding the contract and the decision of the Director, S.I.H & F.W, Odisha is final.

16. The Authority i.e. Director, Directorate of State Institute of Health & Family Welfare, Odisha reserves the right to allow/ reject any/all bids without assigning any reason.

17. After finalisation of tender, the L-I bidder is required to sign agreement and deposit security amount.

TECHNICAL REQUIREMENTS FOR TENDERING MANPOWER SERVICE PROVIDER.

1. The tendering manpower service provider should fulfil the following technical specifications:
 - a. The registered office or one of the branch offices of Man Power Service Provider should be located within the jurisdiction of Bhubaneswar.
 - b. Must be registered with the appropriate authorities under Employees Provident Fund and Employees State Insurance Act.
 - c. Must have at least 3 years of experience in providing manpower to Govt. Deptt / Public Sector Companies/ Bank etc.
 - d. Must have active Bank Account in the name of the Registered Firm/agency.
 - e. Must have registered with Income Tax & Service Tax Deptt.
 - f. Must have registered with appropriate authority under EPF & ESI Acts.
 - g. The minimum Turnover of the Service Providing Agency shall not be less than Rs. 25.00 lakhs or above per Annum of the preceding last three Financial Years(Turnover should be in terms of payment received from Agencies).
 - h. Must have registered with GST Authorities.
 - i. Must have Labour license / Registration under contract Labour (Regulation & Control Act, 1970 be enclosed.
 - j. Must not be blacklisted or otherwise by any Govt. Deptt / Govt. Agencies

APPLICATION - TECHNICAL BID

For Providing Manpower Services to the Directorate of State Institute of Health & Family Welfare,
Nayapalli, Bhubaneswar-751012

1. Name of the Tendering Manpower Service Provider :.....
2. Bid security declaration duly executed
3. Name of Proprietor / Partner/Director.....
4. Full Address of Registered:

.....
Telephone No. : _____ / Mob No- _____

E-Mail id : _____

5. Full address of Operating

Branch office : _____
.....

Telephone No. : _____ /Mob No _____

E-Mail id : _____

6. Name & Telephone No. of Authorised officer/ person

to liaise with Field Office(s) _____

7. Bank of the Manpower Service Provider : _____

(Attach certified copy of statement of _____
A/c for the last Three Years) _____

Telephone Number of Banker : _____

8. PAN/GIR No. _____

(Attach attested copy)

9. Service Tax Registration No. : _____

(Attach attested copy)

10. E.P.F. Registration No. : _____

(Attach attested copy)

11. E.S.I. Registration No. : _____

(Attach attested copy)

12. Financial turnover of the tendering Manpower Service Provider for the last 3 Financial years.

Financial Year	Amount (Rs. Lacks)	Remarks, if any
2017- 2018		
2018-2019		
2019- 2020		

13. Additional information, if any :

(Attach separate sheet if space provided is insufficient)

14. Give details of the major similar contracts handle 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 (Rs. Lacks)	Duration of contract	
		Type of Manpower provided	No.		From	to

15. Additional information, if any
(Attach separate sheet, if required)

Signature of authorised person

Date :

Name :

Place :

Official Seal :

DECLARATION

1. I Sri/Smt. _____ Son/Daughter/Wife.....
.....of Shri _____ Proprietor /Director /Authorised
signatory of the Service Provider, mentioned above, 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.

Date :

Signature of authorised person

Place :

Full Name :

Seal :



APPLICATION - FINANCIAL BID

For Providing Different categories of Manpower to the Directorate of State Institute of Health & Family Welfare, Nayapalli, Bhubaneswar-751012.

1. Name of the 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	Monthly Rate per person						
		Take home remuneration	EPF	ESI	GST	Other statutory dues if any	Service charge	Total Per person
01	Machine Operator	Rs. 8880/-						
02	Litho Artist Retoucher	Rs. 16880/-	No EPF					
03	Asst. Machine Operator	Rs. 8880/-						
04	Junior Machine Man	Rs. 8880/-						
05	Machine Fly boy	Rs. 8880/-						
06	Junior Binder	Rs. 8880/-						
07	Attendant	Rs. 8070/-						
08	Sweeper	Rs. 8070/						
09	Night Watchman	Rs. 8070/						

- ❖ The employer's contribution towards EPF and ESI for personnel outsourced through service providers will be reimbursed over and above the amount of consolidated remuneration subject to satisfactory proof of such contribution as per the guidelines issued by Finance Department circulation No.11835/F, dt.31.03.2018.
- ❖ The total rate quoted by the Tendering Agency should be inclusive of all statutory/taxation liabilities in force at the time of entering into contract.
- ❖ The payment shall be made on conclusion of the calendar month only on the basis of number of working days for which duty has been performed by each manpower.

Date :
Place :

Signature of authorised person
Full Name :
Seal :

TERMS & CONDITIONS

GENERAL

1. The Agreement shall commence from the date of signing of Contract 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 after one year unless extended further by the mutual consent of the manpower Service provider and the Director, SIH&FW (O)
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 Director, SIH&FW(O).
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 organization by whatever name be called without the prior written consent of the Director, SIH&FW(O)
5. The requirement of the Directorate of SIH&FW (O), at present has tentative requirement as stated above. The requirement of the Directorate may further increase or decrease marginally, during the period of initial contract also and the tenderer 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 Director, SIH&FW (O) while submitting the tender or at subsequent stage. In case, any of such documents furnished 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 Director, SIH&FW (O) reserves the right to terminate the agreement during initial period also after giving 15 days notice to the Manpower Service Provider.
8. The person deployed shall be required to report for work to the Director or such other officer as may have kept in charge of the office Establishment of the office concerned and would work as per Government norms and duty chart and may also required to work beyond office hours as per the need. In case, the person deployed remains absent on a particular day or comes late/ leaves early on the occasions, proportionate deduction from the remuneration for one day will be made.
9. The Manpower Service Provider shall nominate a co-ordinator who shall be responsible for immediate interaction with the Directorate 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 the Directorate of SIH&FW (O) shall be that of the manpower service provider. 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 Directorate or office concerned.
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 Directorate of SIH&FW (O) or office concerned.
12. The Manpower Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The Directorate of SIH&FW (O) 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 the joint committee consisting of a representative of the Directorate of SIH&FW (O) and an authorised representative of the Manpower Service Provider.
13. The Directorate of SIH&FW (O) 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 neither claim nor shall be entitled to pay, perks and other facilities admissible to regular/confirmed employees during the currency of the agreement and 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 for which an undertaking from 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. The Manpower Service Provider shall comply with all the legal requirements for obtaining License under Contract Labour (Regulations and Abolition) Act, 1970 if any, at his own part and cost.

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/her 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, 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 person 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 Directorate 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 the 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 for breach of contract and confidentiality.

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 the Directorate or office concerned. The Directorate of SIH&FW(O) 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 Directorate of SIH&FW(O) 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 Directorate or office concerned.

24. 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 Directorate of SIH&FW(O).

25. In case, the Manpower Service Provider fails to comply with any liability under appropriate law, and as a result thereof, the Directorate of SIH&FW (O) is put to any loss/ obligation, monetary or otherwise, the Directorate of SIH&FW (O) will be entitled to get itself reimbursed out of the outstanding bills or Security Deposit of the Manpower Service Provider, to the extent of the loss or obligation in monetary terms.

26. The Agreement is liable to be terminated because of non requirement, non-performance, deviation of terms and conditions of contract, non-payment of remuneration of employed persons and non-payment of statutory dues. The Directorate of SIH&FW (O) 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 Directorate of SIH&FW (O) by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Security Deposit.

27. The Directorate of SIH&FW (O) has right to ask the successful bidder for any change in the staff provided through outsourcing for poor performance, incompetence or inefficiencies or financial miss appropriation.

FINANCIAL

28. The Technical Bid should be accompanied with bid security declaration duly executed in lieu of bid security with stipulation that if they withdraw or modify their bids during the period of validity etc. they will be suspended for the time specified in the tender document.

29. The successful tenderer will have to deposit a security amount i.e on month employee cost including statutory dues in the form of fixed deposit receipt (FDR) made in the name of agency but hypothecated to the Director, SIH & FW (O) covering the period of contract. In case, the contract is further extended beyond the initial period, the FDR will have to be accordingly renewed by the successful tenderers.

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

31. The Manpower Service Provider shall raise the bill, in triplicate on receipt of the work certificate in respect of the persons deployed and submit the same to the prescribed authority in the first week of the succeeding month for sanction & release of funds.

32. The claims in bill regarding Employees State Insurance, Provident Fund and Service Tax etc. should be necessarily accompanied with documentary proof pertaining to the concerned bill month. A requisite portion of the bill or whole of the bill amount shall be held up till such proof is furnished, at the discretion of the authority.

33. 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 bill in the succeeding month.

34. The Director, SIH&FW(O), Odisha, Bhubaneswar 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.

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 for his decision and the same shall be binding on all parties. The decision of the Director, SIH&FW(O) shall be binding to the Manpower Service Provider.

36. All disputes shall be under the jurisdiction of the court at the place where the headquarters of the authority, who has executed the agreement, is located.

37. The successful bidder will enter into an agreement with this Directorate SiH & FW (O) for supply of suitable and qualified manpower as per requirement of this Directorate on the above terms and conditions.

DOCUMENTS TO BE PROVIDED WITH THE TECHNICAL BID

1. Application - Technical Bid;
2. Registration certificate of the applicant organisation
3. Copy of Valid PAN/GIR card.
4. Copy of the I.T. Return filed for the last three financial years.
5. Copies of E.P.F. and E.S.I Registration Certificate.
6. Copy of Service Tax Registration Certificate.
7. Certified extracts of the Bank Account containing transactions during last three years.
8. Copy of the GST Registration Certificate.
9. Copy of Labour license / Registration under contract Labour (Regulation & Control Act, 1970.
10. Proof of experience in supplying manpower to Govt. Deptt / Govt. Agencies.
11. Declaration regarding blacklisting or otherwise.
12. Annual Turnover Certificate of the firm/agency/contractor of the preceding last three Financial Years.(Turnover should be in terms of payment received from Agencies).
13. Certificate documents in support of entries in column 13 of Technical Bid application
14. 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.

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

1. List of Manpower short listed by agency for deployment in Directorate of State Institute of Health & Family Welfare, Odisha, Bhubaneswar, containing full details i.e. date of birth, marital status, address, educational qualification, experience etc.
2. Bio-data alongwith Copy of Adhar card/identity proof & P.P size photograph of all persons.
3. Any other document considered relevant.

AGREEMENT

The agreement is made on this _____ day of between the Govt. of Odisha represented by the Director, SIH & FW (O), hereinafter refer to as the "Authority" which expression shall where the context so requires or admits also includes its successors or assignees of the one part.

AND

M/s _____ represented by Sri _____ hereinafter called the "Manpower Service Provider" which expression shall, where the context so requires or admits, also includes its successors or assignees of the other part.

Where, the "Authority" desires that the services of _____ are required in Directorate of SIH & FW (O)

And where as the "Manpower Service Provider" has offered its willingness to the same in conformity with the provisions of the agreement.

And where as the "Authority" has finalised 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 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 payment to be made by the " Authority" to the " Manpower Service provider" hereby agrees with the " Authority" to provide personnel to be engaged as " _____ " (in the Directorate of S.I.H & F.W,Odisha) 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 upto _____.

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

Signature of the Officer
Authorized to sign
On behalf of Manpower Service Provider

Signature of the Authority
of D.S.I.H&.F.W,Odisha

In the presence of witness:-

Witness
1. Name _____
Address _____

2. Name _____
Address _____

Witness
1. Name _____
Address _____

2. Name _____
Address _____

ANNEXURE

Terms and condition of the Agreement

1. The Agreement shall commence from _____ (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) unless extended further by the mutual consent of the manpower Service provider and the Director, SIH&FW (O)
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 Director, SIH&FW(O).
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 organization by whatever name be called without the prior written consent of the Director, SIH&FW(O)
5. The requirement of the Directorate of SIH&FW (O), at present has tentative requirement as stated above. The requirement of the Directorate may further increase or decrease marginally, during the period of initial contract also and the tenderer 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 Director, SIH&FW (O) while submitting the tender or at subsequent stage. In case, any of such documents furnished 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 Director, SIH&FW (O) reserves the right to terminate the agreement during initial period also after giving 15 days notice to the Manpower Service Provider.
8. The person deployed shall be required to report for work to the Director or such other officer as may have kept in charge of the office Establishment of the office concerned and would work as per Government norms and duty chart and may also required to work beyond office hours as per the need. In case, the person deployed remains absent on a particular day or comes late/ leaves early on the occasions, proportionate deduction from the remuneration for one day will be made.
9. The Manpower Service Provider shall nominate a co-ordinator who shall be responsible for immediate interaction with the Directorate 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 the Directorate of SIH&FW (O) shall be that of the manpower service provider. 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 Directorate or office concerned.
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 Directorate of SIH&FW (O) or office concerned.
12. The Manpower Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The Directorate of SIH&FW (O) 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 the joint committee consisting of a representative of the Directorate of SIH&FW (O) and an authorised representative of the Manpower Service Provider.
13. The Directorate of SIH&FW (O) 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 neither 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 for which an undertaking from 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. The Manpower Service Provider shall comply with all the legal requirements for obtaining License under Contract Labour (Regulations and Abolition) Act, 1970 if any, at his own part and cost.
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/her 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, 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 person 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 Directorate 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 the 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 for breach of contract and confidentiality.
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 the Directorate or office concerned. The Directorate of SIH&FW(O) 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 Directorate of SIH&FW(O) 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 Directorate or office concerned.
24. 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 Directorate of SIH&FW(O).
25. In case, the Manpower Service Provider fails to comply with any liability under appropriate law, and as a result thereof, the Directorate of SIH&FW (O) is put to any loss/ obligation, monetary or otherwise, the Directorate of SIH&FW (O) will be entitled to get itself reimbursed out of the outstanding bills or Security Deposit of the Manpower Service Provider, to the extent of the loss or obligation in monetary terms.
26. The Agreement is liable to be terminated because of non requirement, non-performance, deviation of terms and conditions of contract, non-payment of remuneration of employed persons and non-payment of statutory dues. The Directorate of SIH&FW (O) 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 Directorate of SIH&FW (O) by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Security Deposit.
27. The Directorate of SIH&FW (O) has right to ask the successful bidder for any change in the staff provided through outsourcing for poor performance, incompetence or inefficiencies or financial miss appropriation.

28. In case of breach of any terms and conditions attached to this agreement, the 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 on receipt of the work certificate in respect of the persons deployed and submit the same to the prescribed authority in the first week of the succeeding month for sanction & release of funds.
30. The claims in bill regarding Employees State Insurance, Provident Fund and Service Tax etc. should be necessarily accompanied with documentary proof pertaining to the concerned bill month. A requisite portion of the bill or whole of the bill amount shall be held up till such proof is furnished, at the discretion of the authority.
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 bill in the succeeding month.
32. The Director, SIH&FW(O), Odisha, Bhubaneswar 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 for his decision and the same shall be binding on all parties. The decision of the Director, SIH&FW(O) shall be binding to the Manpower Service Provider.
34. All disputes shall be under the jurisdiction of the court at the place where the headquarters of the authority, who has executed the agreement, is located.

“BID SECURITY DECLARATION”

To

The _____

, Sub.: Submission of Bid Security– Reg.

Ref.: Tenders invited for “-----” vide no. -----

Sir,

I/ We declare that:

I/We understand that according to the tender document, bids must be accompanied by a Bid Security Declaration. Accordingly, I/We have opted for submitting this Bid Security Declaration.

2. I/ We declare that I / We will not withdraw our bid during the Bid validity period or make any modifications to my/ our bid.

3. I/ We understand that if I/ we withdraw my/ our bid or modify the bid, I/ we will be automatically suspended from being eligible for bidding and also will be debarred from competing for bids in your esteemed Institute for a period of one year from the date of occurring of such breach.

4. I/We further understand that if I/We fail to sign the purchase order in case the work is awarded to me/us or fail to furnish the Performance Guarantee, my/ our bid will be automatically cancelled and I/ We will also be debarred from competing for bids in your esteemed Institute for a period of _____ year from the date of occurring of such breach.

5. I/ We understand that this Bid Security Declaration will automatically expire if we are not the successful bidder/ upon the expiry of bid validity period.

6. I/we declare that I am/we are authorized to sign this declaration. Duly signed this Declaration on this day _____/2021 in the presence of following witnesses:

Signature of the Bidder with seal

In the presence of:
Signature of witness:

Signature:

Postal address:

In the presence of:
Signature of witness:

Signature:

Postal address: