



**OFFICE OF THE DEAN & PRINCIPAL,
MAHARAJA KRISHNA CHANDRA GAJAPATI MEDICAL COLLEGE,
BRAHMAPUR.760 004, GANJAM, ORISSA.**

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Website: www.mkcgmch.org

No 1028 /MCB.2019/Welfare./Dated, Brahmapur the

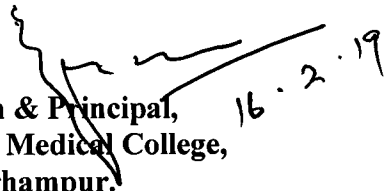
16th February, 2019.

**TENDER NOTICE FOR AWARD OF CONTRACT FOR PROVIDING OF SERVICES
OF ATTENDANT FOR A PERIOD OF ONE YEAR**

Sealed tender are invited from reputed manpower agencies/service providers to provide the services of 115 (One hundred fifteen) nos (may be increased) of **Attendants** for MKCG Medical College & Hospital establishment for a period of one year w.e.f. **the date of execution of agreement and likely to be extended to a maximum of three years subject to satisfactory performance, mutual agreement on yearly basis.** **Other terms & conditions will remain unchanged** through a suitable placement agency on contract basis to work in different Operation Theatres, Duty Rooms, Dressing Room, Casualty, Out Patient Department, Labour Room Offices etc. Preference will be given to the Local Tenderers to provide personnels having previous experience for working in Medical College & Hospital in the exigency of Patient care and Public service. **After approval of Tender, the agency should engage the attendants working in MKCG Medical College & Hospital who have good experience and performance record.**

The details information for outsourcing the service of aforesaid posts has been available in the Tender Document which may either be downloaded from the website www.mkcgmch.org or obtain in person from Office of the Dean & Principal, M.K.C.G. Medical College, Berhampur (GM), Odisha- 760 004 on any working day between 11 A.M to 4 PM on payment of **Rs.2000/- (Rupees two thousand) only**. The last date and time for submission of Tender document is **21 days from the date of publication in News paper.**

The undersigned reserves the rights for cancellation of the Tender at any time without assigning any reason thereof.


Dean & Principal,
M.K.C.G. Medical College,
Berhampur.

TENDER DOCUMENTS

**OFFICE OF THE DEAN & PRINCIPAL,
M.K.C.G. MEDICAL COLLEGE, BERHAMPUR.**

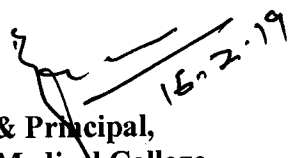
Date:

Tender Notice for award of contract for providing of services of Attendant

Sealed tender are invited from reputed manpower agencies/service providers to provide the services of 115 (One hundred fifteen) nos (may be increased) of **Attendants** for MKCG Medical College & Hospital establishment for a period of one year w.e.f. **the date of execution of agreement** and likely to be extended to a maximum of three years subject to satisfactory performance, mutual agreement on yearly basis. Other terms & conditions will remain unchanged through a suitable placement agency on contract basis to work in different Operation Theatres, Duty Rooms, Dressing Room, Casualty, Out Patient Department, Labour Room Offices etc. Preference will be given to the Local Tenderers to provide personnels having previous experience for working in Medical College & Hospital in the exigency of Patient care and Public service. After approval of Tender, the agency should give preference to the attendants working in MKCG Medical College & Hospital who have good performance record.

The details information for outsourcing the service of aforesaid posts has been available in the Tender Document which may either be downloaded from the website www.mkcgmch.org or obtain in person from Office of the Dean & Principal, M.K.C.G. Medical College, Berhampur (GM), Odisha- 760 004 on any working day between 11 A.M to 4 PM on payment of Rs.2000/- (Rupees two thousand) only. The last date and time for submission of Tender document is 21 days from the date of publication in New paper.

The undersigned reserves the rights for cancellation of the Tender at any time without assigning any reason thereof.


**Dean & Principal,
M.K.C.G. Medical College,
Berhampur.**

**TENDER DOCUMENT
OUTSOURCING FOR
(ATTENDANTS)
ENGAGEMENT OF PERSONNEL THROUGH SERVICE PROVIDER
(FOR THE POSTS OF ATTENDANT)
OFFICE OF THE DEAN & PRINCIPAL, MKCG MEDICAL COLLEGE,
BERHAMPUR ODISHA
Tel: (0680)-2292746 Fax No.2292809**

E-Mail:mkegmc.bam@gmail.com

Price: Rs.2000/-

(Those who download the tender document from
Website www.mkegmch.org & should enclose a DD for Rs.2000.00
towards cost of tender paper)

LAST DATE FOR SUBMISSION OF TENDER:- 11-03-2019 BY 3.30 P.M

DATE OF OPENING OF TECHNICAL BID; 11-03-2019 AT 5 P.M

TERMS & CONDITIONS

GENERAL

1. The agreement shall commence from the date of execution of agreement and shall continue till **one year and likely to be extended to a maximum of three years subject to satisfactory performance, mutual agreement on yearly basis. Other terms & conditions will remain unchanged** 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 charge in requirements.
2. The agreement shall automatically expire on **completion of one year of date of agreement** unless extended further by the mutual consent of the Manpower Service Provider and the Authority.
3. 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 at any circumstances.
4. The MKCG Medical College, Hospital at present has requirement of minimum **115 (One hundred fifteen) Attendant** and more for MKCG Medical College and Hospital establishment. **After approval of Tender, the agency should engage to the attendants working in MKCG Medical College & Hospital who have got experience and good performance record.** The requirement of the Organization may further increase or decrease, during the period of contract also and the tenderer would have to provide additional or reduced 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 if required. In case, any 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 Authority reserves the right to terminate the Agreement after giving 15 days notice to the Manpower Service Provider without assigning any reason thereof.
7. The persons deployed shall be required to work as per the decision of the Dean/Superintendent MKCG MCH as the case may be. . 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. The Attendants deployed to the Medical College & Hospital shall be asked to work in three shifts including public Holidays in the exigency of patient care for which no extra remuneration will be provided for the purpose. The Service Provider shall ensure that the persons deployed by him shall have to work in three shifts(6A.M to 2 P.M, 2 P.M to 10 P.M & 10 P.M to 6 A.M) as per the direction of the Dean/Superintendent. The Service Provider shall provide contracted number of workers every day without any form at disruption observing all Labour Law provisions. In case the service provider fails to deploy a worker on any day or if a worker comes late/and/or leaves early, then proportionate reduction in remuneration shall be made from the bills of the service provider. The Manpower Service Provider shall nominate a coordinator who shall be responsible for immediate interaction with the Department so that optimal service of the persons deployed could be availed without any disruption.
8. The entire financial liability in respect of manpower services deployed in the MKCG Medical College and Hospital establishment shall be that of the Manpower Service Provider and the Department or Office concerned 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 **Rs.8070/- (Eight thousand seventy)** only in the financial bid and adduce such evidence as may be required by the Authority// Office concerned through cheque or transfer credit to the account of the attendant and produce evidence to that effect in the office.

9. 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 office of the Dean & Principal, MKCG Medical college, Berhampur.
10. 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//Office concerned and an Authorized representative of the Manpower Service Provider.
11. The Department shall not be responsible for any 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.
12. The persons deployed by the Manpower Service Provider shall not claim nor shall be entitled to pay, perks and other facilities as admissible to regular / confirmed employees during the currency or after expiry of the Agreement.
13. 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.
14. The person deployed shall not claim any benefit or compensation or absorption or regularization of deployment with office under the provider of rules and Acts. Undertaking from the person deployed to this effect shall be required to be submitted by the Manpower Service Provider.
15. The Manpower Service Provider must be registered with the concerned Govt. Authorities, i.e. Labour Commissioner, Provident Fund Authorities, Employees State Insurance Corporation etc., and 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.*
16. 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.
17. The persons deployed by the Manpower Service Provider should have good police records and no criminal case should be pending against them.
18. 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 Institution or office concerned. The Manpower Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.
19. The persons so deployed shall be of on uniform of “**Khaki Colour**” with logo during the working hours which is mandatory. The cost of the Uniform & Identity Card is to be borne by the service provider and the authority is no way concerned for the above purpose. The identity card should jointly signed by both the authority & service provider.



LEGAL

20. The persons deployed shall, during the course of their work be privy to certain qualified documents and information which they are not suppose 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.
21. 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 Department or office concerned. The Department or office concerned shall have no liability in this regard.
22. The Service provider will have to submit a certificate from the competent authorities/ Police department of not having any criminal record.
23. The bidder has to submit an affidavit sworn before the Executive Magistrate to the effect that neither the owner/proprietor of service provider have been blacklisted by any organization or are defaulters of any tax liability.
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 Department or office concerned 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 Department or office concerned.
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 Department or office concerned or 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 Department or the office concerned is put to any loss / obligation, monetary or otherwise, the Department or the office concerned 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 Department or Office concerned 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 Department or Office concerned by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.
28. The service provider shall deploy Attendant well in advance in case of any cease work activity made by the deployed Attendants so that the patient care will not be hampered.



PENALTY

29. In case of deficiencies in providing quality service, the authority will have the right to impose penalty as per decision of the Committee which shall be deducted from the monthly bill.

FINANCIAL

30. The Technical Bid should be accompanied with an Earnest Money deposit (EMD), refundable without interest, of **Rs.1,00,000/- (Rupees one lakh)** only in the form of Demand Draft / Pay Order drawn in favour of Dean & Principal, M.K.C.G. Medical College, Berhampur(Gm), Orissa – 760 004 **failing which the tender shall be rejected out rightly**
31. The Earnest Money Deposit in respect of the agencies which do not qualify the Technical Bid (First Stage) / Financial Bid (Second competitive stage) shall be returned to them without any interest. In case of successful tenderer 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.
32. The successful tenderer will have to deposit a **Performance Security amount of Rs.8,50,000/- (Rupees Eight lakhs Fifty thousand) only** (one month employee cost including statutory dues) in the form of Fixed Deposit Receipt (FDR) made in the name of the agency but hypothecated to the Dean & Principal, M.K.C.G. Medical College, Berhampur(Gm), Orissa – 760 004, 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 tenderer.
33. 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.
34. The Manpower Service Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by the Department or Office concerned in respect of the persons deployed and submit the same to the prescribed authority in the first week of the succeeding month.. The Service provider shall deposit the monthly remuneration in the respective bank account of the attendants and shall furnish a consolidated statement of such deposit along with his claim of reimbursement. As far as possible the payment will be released by the second week of the succeeding month
35. The claims in bills regarding Employees State Insurance, Provident Fund, and Service Tax etc. should be necessarily accompanied with documentary proof pertaining to the concerned bill month. A requisite portion of the bill or whole of the bill amount shall be held up till such proof is furnished, at the discretion of the Department or Office concerned.
36. 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.
37. 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.
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 in Berhampur, Ganjam District only.
40. The successful bidder will enter into an agreement with this Department for supply of suitable and qualified manpower as per requirement of this Department on the above terms and conditions.
41. In case of delay in Government allotment the Tenderer should have the financial liability to pay remuneration to the employees for three month.



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 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 "Attendant" in the **MKCG Medical College, Hospital Berhampur** (name of the Department/Office) 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 **one year**.

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

**Signature of the officer/person
authorized 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 Orissa.**

In the presence of witness:-

Witness

1. Name:.....

Address:.....

2. Name:.....

Address:.....

1. Name:.....

Address:.....

2. Name:.....

Address:.....



AGREEMENT

This Agreement is made on this _____ day of _____ Between the Governor of Orissa represented by _____ 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 " _____ " are required in _____ Department/Office;

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".



**OFFICE OF THE DEAN & PRINCIPAL,
M.K.C.G. MEDICAL COLLEGE, BERHAMPUR.**

TENDER DOCUMENT

**For providing Services of Attendants to the, MKCG Medical College and Hospital, Berhampur by a
Private Manpower Service Provider**

- (a) Period of issue of Tender Document : 19-02-2019
- (b) Last Date and time for submission of Tender Document : 11-03-2019 by 3.30 P.M.
- (c) Date and time for opening of :
- a. Technical Bids : 11-03-2019 by 5.00 P.M.
- b. Financial Bids of eligible Bidders : Will be intimated
- (d) Likely date for commencement of deployment of required manpower : —



CONTENTS OF TENDER DOCUMENT

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SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS

1. The Office of the Dean & Principal, M.K.C.G. Medical College, Berhampur(Gm), Orissa – 760 004 requires the services of reputed, well established and financial sound Manpower Service Providers to provide services of **Attendants** on contract basis for day to day work at MKCG Medical College Hospital establishment.
2. The contract for providing the aforesaid manpower is likely to commence from **date of execution of agreement** and would continue till completion of **one year from the date of agreement**. The period of the contract may be further extended provided the requirement of the Department for manpower persists at that time or may be curtailed/ terminated **before completion of one year from the date of agreement** owing to deficiency in service or substandard quality of manpower deployed by the selected Service Provider or because of change in the Department's requirements. **And likely to be extended to a maximum of three years subject to satisfactory performance, mutual agreement on yearly basis. Terms & conditions will remain unchanged** The Department, however, reserves right to terminate this initial contract at any time after giving one week's notice to the selected Service Provider.
3. The Department has tentative requirement of 115 (one hundred fifteen) number of skilled Attendant for Hospital establishment. The requirements may increase/decrease in any/ all the categories.
4. The estimated cost of the contract is **Rs.1.70 Crores/- (Rupees One Crore seventy Lakhs)** only approximately per annum.
5. The interested Manpower Service Providers may submit the tender document complete in all respects along with Earnest Money Deposit (EMD) of **Rs.1,00,000/- (Rupees one lakh) only in the form of Demand Draft / Pay Order drawn in favour of Dean & Principal, M.K.C.G. Medical College, Berhampur(Gm)** and other requisite documents by 11-03-2019 up-to 3.30 PM at the Office of the Dean & Principal, M.K.C.G. Medical College, Berhampur(Gm), Orissa – 760 004 by Regd/Speed post only. The various crucial dates relating to "Tender for Providing Manpower Services to the Office of the Dean & Principal, M.K.C.G. Medical College, Berhampur(Gm), Orissa – 760 004" are cited as under:
 - (a) Period of issue of Tender Document : 19-02-2019
 - (b) Last date and time for submission of Tender Document : 11-03-2019
 - (c) Date and time for opening of
 - (i) Technical Bid : 11-03-2019 by 5.00 P.M.
 - (ii) Financial Bids of eligible Tenders and selection : will be intimated
 - (d) Likely date for commencement of Deployment of required manpower : --
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 the Office of the Dean & Principal**" and "**Financial bid for providing Manpower Services to the Office of the Dean & Principal**". Both sealed envelopes should be kept in a third sealed envelope super scribing "**Tender for Providing Manpower Services to the Office of the Dean & Principal**".
7. The **Earnest Money Deposit (EMD) of Rs.1,00,000/- (Rupees one lakh) only** , refundable (without interest), should be necessarily accompanied with the Technical Bid of the service provider in the form of Demand Draft/ Pay Order drawn in favour of the Office of the Dean & Principal, M.K.C.G. Medical College, Berhampur (Gm), Orissa – 760 004 **failing which the tender shall be rejected summarily.**



8. The successful tenderer will have to deposit a Performance Security Deposit of **Rs.8,50,000/- (Rupees Eight lakhs Fifty thousand) only** (one month employee cost including statutory dues) in the form of Bank Guarantee from any Nationalized Bank drawn in favour of Dean & Principal, M.K.C.G. Medical College, Berhampur(GM) - 760 004 covering the period of contract. In case, the contract is further extended beyond the initial period, the Bank Guarantee will have to be accordingly renewed by the successful tenderer.
9. The tendering Manpower Service providers are required to enclose photocopies of the following documents (duly attested by Group "A" Gazetted Officers of the State Governments/Central Government), 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 organization under labour commissioner
 - b) Copy of PAN / GIR card;
 - c) Copy of the IT return filed for the last three financial years;
 - d) Copies of EPF and ESI certificates and up to date deposits;
 - e) Copy of the Service Tax Registration Certificate;
 - f) Certified extracts of the Bank Account containing transactions during last three years.
 - g) Proof of fixed/ movable assets to establish the credibility/viability of the organization to pay salary to staff for 3 months without waiting for Government Allotment.
 - h) Copies of accounts of the firm audited by a chartered accountant registered with CAG for last 3 years
 - i) Copy of certificate from the competent authorities/ Police department of not having any criminal record
 - j) an affidavit sworn before the Executive Magistrate to the effect that neither the owner/proprietor of service provider have been blacklisted by any organization or are defaulters of any tax liability.
 - k) Copy of GST Registration certificate & clearance certificate from the GST authorities.
 - l) Copy of Solvency certificate of Rs. 30 Lakhs or above.
 - m) Experience certificate for providing Attendant services to Medical College & Hospitals.
 - n) Annual Turnover of the organization not less than 4 crores per annum for last 3 years.
 - o) Attested copy of liable for depositing all taxes, levies, Cess etc.
 - p) Copy of Registered office or one of the branch office located within the jurisdiction.
10. The conditional bids shall not be considered and will be out rightly rejected in very first instance.
11. All entries in the tender form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. No overwriting or cutting is permitted in the Financial Bid Form. In such cases, the tender shall be summarily rejected. However, the cuttings, if any, in the Technical Bid Application must be initialed by the person authorized to sign the tender bids.
12. The Technical bids shall be opened on the scheduled date and time at **5 P.M on 11-03-2019**, in the office room of **Dean & Principal, M.K.C.G. Medical College, Berhampur(GM) - 760 004**, in the presence of the representatives of the Manpower Service Providers, if any, who wish to be present on the spot at that time.
13. The Financial Bid of only those tenderers will be opened whose Technical bids are found in order. The Financial bids shall to be opened informed later on (date) in the office room of Dean & Principal, M.K.C.G. Medical College, Berhampur(GM) - 760 004, in the presence of the representative of the Manpower Service Providers, if any, who wish to be present on the spot at that time. **The acceptable % of the service charge in the price bid shall be decided by the committee at the time of opening of the price bid for selection of the bidder. As clarified by the Government, there will be not any ZERO service charges or negligible service charges which is against fair play and suspected with hidden cost. Hence such quotations are liable to be rejected.**
14. The Competent Authority of the Office of the Dean & Principal reserves the right to annul all bids without assigning any reason.



TECHNICAL REQUIREMENTS FOR THE TENDERING MANPOWER SERVICE PROVIDER.

1. The tendering manpower service should fulfill the following technical specifications:

- a) The registered office or one of the branch offices of the manpower service provider should be located within the Ganjam Districts. The manpower service provider should provide the name, designation and contact number of the person to liaise
- b) They should be registered with the appropriate registration authority;
- c) They should have at least **three years'** experience in providing manpower to Government Medical Colleges & Hospitals otherwise their bids will be rejected.
- d) They should have their own Bank Account;
- e) They should be registered with GSTN, income Tax and Service Tax departments;
- f) They should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts.
- g) They should have any other regulatory clearance (to be specified by the user Department) that may be required for providing manpower service.
- h) They should have minimum 4 Crores Annual Turn Over for last three consecutive years.
- i) They should have Executed of contracts of similar type (minimum value to be prescribed) during preceding 3 years of value equal or more than 60% of the estimated cost of the present contract.



TECHNICAL REQUIREMENTS FOR MANPOWER TO BE DEPLOYED
BY THE SUCCESSFUL MANPOWER SERVICE PROVIDER IN THE M.K.C.G. MEDICAL
COLLEGE, HOSPITAL BERHAMPUR (GM), ORISSA -760 004.

1. She/he should be above 18 years of age and not exceeding 50 years.
2. The Minimum Educational Qualification for Attendant will be 7th pass.
3. They should have experience in the field Attendant Service of Government Medical College & Hospital.



APPLICATION – TECHNICAL BID

For Providing Manpower Services to the Office of the Dean & Principal, M.K.C.G. Medical College, Berhampur(Gm), Orissa.

1. Name of Tendering Manpower Service Provider; _____
2. Details of Earnest Money Deposit : D.D. No. _____ Date _____ of
Rs. _____ drawn on Bank _____
3. Name of Proprietor/ Partner/ Director : _____
4. Full Address of Registered: _____

- Telephone No. : _____
- FAX No. : _____
- E-mail Address : _____
5. Full address of Operating/ Branch Office : _____

- Telephone No. : _____
- FAX No. : _____
- E-mail Address : _____
6. Name & telephone no. of
Authorised Office/person
to liaise : _____
7. Banker of the Manpower Service Provider ; _____
(Attach certified copy of statement of
A/c for the last Three years)
Telephone No. : _____
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. GST Regn. No. : _____
(Attach attested copy)

13. Financial turnover of the tendering Manpower Service Provider for the last 3 Financial Years.

Financial Year	Amount (Rs.)	Remarks, if any
2015-16		
2016-17		
2017-18		

14. Additional information, if any :
(Attach separate sheet if space provided is insufficient)
15. Give details of the major similar contracts handled by the tendering Manpower Service Provider during the last three years in the following format

(if the space provided is insufficient, a separate sheet may be attached):

Sl.No.	Name of client address, telephone & Fax No.	Manpower services provided		Amount of contract (Rs. Lacs)	Duration of contract	
		Type of manpower provided	No.		From	To

16 . Annual turn over of the organization/firm not less than 4 Crores (Four Crores) per annum.

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

Date:
Place:

Signature of authorized person
Name:
Seal:



DECLARATION

1. _____ Son / Daughter / Wife of Sri
_____ Proprietor / Director / authorized 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:

Place:

Signature of authorized person

Full Name:

Seal:



APPLICATION – FINANCIAL BID

**For Providing Manpower Assistance to the Office of the Dean & Principal, M.K.C.G. Medical College,
Berhampur (Gm), Orissa – 760 004.**

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	Monthly Rate per person						
		*Take home remuneration	EPF @ 13%	ESI @ 4.75%	Other statutory dues if any	Service charge	GST As per rule (3+6+7)	Total per person (3+4+5+6+7+8+9)
1	2	3	4	5	6	7	9	10
1.	Attendant	8070	1049	383		a) Over head /office expenditure.= Rs._____ b)Additional payments to be made to maintain the off days without service disruption= Rs._____ c)Ancillary and other incidental expenditure etc. = Rs._____ Total Rs. (a+b+c) = _____		

- a. Minimum take home remuneration per person should be Rs.8070/- per Attendant

Date:

Signature of authorized person

Full Name:

Place:

Seal:

Notes:

1. The acceptable % of the service charge in the price bid shall be decided by the committee at the time of opening of the price bid for selection of the bidder. As clarified by the Government, there will be not any ZERO service charges or negligible service charges which is against fair play and suspected with hidden cost. Hence such quotations are liable to be rejected.
2. The details breakeven should be mentioned in the service charges column otherwise the bid will be rejected.
3. Item: a) Over/office expenditure.
4. b) Additional payments to be made to maintain the off days without service disruption.
5. c) Ancillary and other incidental expenditure etc.



6. Note: A) It is clarified by the Government vide letter No.ME-1-IM-12/2014/14507 Dt.3-6-2014 that tender quoting zero or negligible service charges will not be taken into consideration and will be summarily rejected "As zero or negligible service charges are against fair play and suspected with hidden cost. B) The tendering agency have to explain in details the means they will adopt to utilize their service charge to meet all the contingencies in accordance with the Labour law presently in vogue required for their outsourcing service. C) It is obligatory on the part of outsourcing agency to manage duties of their manpower on off days and to follow all labour laws as applicable to them and that will be verified from time to time by the authority. C) Outsourced personnel is to be engaged by the service provider and authority/Government will not be liable for giving them contractual/permanent service in future. Such engagement by the service provider is absolutely temporary in nature and can be terminated at any time if deemed fit by the authority. False propaganda should not be spread by anybody that after a stipulated time these outsourced personnel will be made contractual, temporary, permanent employee of the MKCG medical College, Hospital.
7. 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.
8. The payment shall be made on conclusion of the calendar month only on the basis of no. of working days for which duly has been performed by each manpower.



DOCUMENTS TO BE PROVIDED WITH THE TECHNICAL BID

1. EMD
 2. Tender document Cost
 3. Registration certificate of the applicant organization under labour commissioner
 4. Copy of PAN / GIR card;
 5. Copy of the IT return filed for the last three financial years;
 6. Copies of EPF and ESI certificates;
 7. Copy of the Service Tax Registration Certificate;
 8. Certified extracts of the Bank Account containing transactions during last three years.
 9. Proof of fixed/ movable assets to establish the credibility/viability of the organization to pay salary to staff for 3 months without waiting for Government Allotment.
 10. Copies of accounts of the firm audited by a chartered accountant registered with CAG for last 3 years
 11. Copy of certificate from the competent authorities/ Police department of not having any criminal record
 12. an affidavit sworn before the Executive Magistrate to the effect that neither the owner/proprietor of service provider have been blacklisted by any organization or are defaulters of any tax liability.
 13. Copy of GST Registration certificate and clearance.
 14. Copy of Solvency certificate of Rs. 30 Lakhs or above.
 15. Experience certificate for providing Attendant services to Government Departments, Public Sector Companies/ Banks, etc for 3 (three) years.
 16. Annual Turnover of the organization not less than 4 crores per annum for last 3 years.
 17. Attested copy of liable for depositing all taxes, levies, Cess etc.
 18. Copy of Registered office or one of the branch office located within the jurisdiction
- 1. 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 shortlisted by agency for deployment in the Office of the Dean & Principal, M.K.C.G. Medical College, Berhampur containing full details i.e. date of birth, marital status, address, educational qualification etc.
2. Bio-data of all persons
3. Any other document considered relevant



ANNEXURE


TERMS & CONDITIONS OF THE AGREEMENT

1. The agreement shall commence from **date of execution of agreement and shall continue till one year from the date of agreement** unless it is curtailed or terminated by the authority owing to deficiency of service, sub-standard quality of manpower deployed, breach of contract etc. or change in requirements.
2. The Agreement shall automatically expire on **completion of one year from the date of agreement** unless extended further by the mutual consent of the Manpower Service Provider and the Authority.
3. 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 Authority. **The agency should engage to the attendants working in MKCG Medical College & Hospital who have got experience and good performance record.**
4. 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.
5. The Authority reserves the right to terminate the Agreement during initial period also after giving 15 days notice to the Manpower Service Provider.
6. The persons deployed shall be required to report for work under **Superintendent MKCG MCH // Office of the Dean & Principal** or such other Officer as may have been kept in charge of the Office Establishment of the Office concerned. 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.
7. The Attendants deployed to the Medical College & Hospital shall be asked to work in three shifts (6AM TO 2 PM, 2PM to 10 PM & 10 PM to 6 AM) including public Holidays in the exigency of patient care for which no extra remuneration will be provided for the purpose.
8. The Manpower Service Provider shall nominate a coordinator who shall be responsible for immediate interaction with the Department 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 the Department or Office concerned shall be that of the Manpower Service Provider and the Department or Office concerned 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 Department or Office concerned.
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 the Department or Office concerned.
11. The Manpower Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The Department 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 Department or Office concerned and an Authorized representative of the Manpower Service Provider.
12. The Department 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. 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 Govt. 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, if required under the Act.
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/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.
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 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.
21. 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 Department or office concerned. The Department or office concerned shall have no liability in this regard.
22. The Manpower Service Provider shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to the Department or office concerned 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 Department or office concerned.
23. The Manpower Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of the Department or office concerned or any other authority under Law.
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 Department or office concerned
25. In case, the Manpower Service Provider fails to comply with any liability under appropriate law, and as a result thereof, the Department or the office concerned is put to any loss / obligation, monetary or otherwise, the Department or the office concerned 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.
26. 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 Department or Office concerned 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 Department or Office concerned by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.



27. 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.
28. The Manpower Service Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by the Department Office concerned in respect of the persons deployed and submit the same to the prescribed authority in the first week of the succeeding month. As far as possible the payment will be released by the second week of the succeeding month.
29. The claims in bills regarding Employees State Insurance, Provident Fund, and Service Tax etc. should be necessarily accompanied with documentary proof pertaining to the concerned bill month. A requisite portion of the bill or whole of the bill amount shall be held up till such proof is furnished, at the discretion of the Department or Office concerned.
30. 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.
31. 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.
32. 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.
33. All disputes shall be under the Jurisdiction of the Court situated at Berhampur.


16.2.17
**Dean & Principal,
M.K.C.G Medical College,
Berhampur.**

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**TENDER PROVIDING MANPOWER SERVICES TO
MKCG MEDICAL COLLEGE & HOSPITAL BERHAMPUR
TENDER NOTICE NO. 1028 DT. 16-02-2019
BID PERIOD: 19-02-2019 TO 11-03-2019
LAST DATE FOR SUBMISSION OF BID:- 11-03-19 BY 3.30P.M.
DATE OF OPENING OF TECHNICAL BID:- 11-03-19 AT 5P.M
NAME OF THE BIDDER M/S. _____**

Please put ✓ in the respective box

DOCUMENTS: SUBMITTED OR NOT

(TECHNICAL BID)

- 1 Tender document Fee
- 2 Earnest Money Deposit for Rs.1 Lakhs
- 3 Registration Certificate of the Organisation. Under Labour Commissioner
- 4 Copy of PAN/GIR Card
- 5 Copy of IT Return filed for last three F.Y
- 6 Copy of EPF & ESI Registration certificate issued by competent authority
- 7 Copy of Service Tax Regd. Certificate
- 8 Copy of Bank Account Statement during last 3 yrs
- 9 Document Proof of all fixed/movable asserts
- 10 Copy of audit of accounts by a C/A Registered under SAG for last three years.
- 11 Annual Turn Over of the organization
- 12 Copy of certificate from the competent authorities/ Police department of not having any criminal record
- 13 an affidavit sworn before the Executive Magistrate to the effect that neither the owner/proprietor of service provider have been blacklisted by any organization or are defaulters of any tax liability
- 14 Copy of GST Registration certificate
- 15 Copy of Solvency certificate of Rs. 30 Lakhs or above
- 16 Experience certificate for providing Attendant services to Government Medical College & Hospital for 3 (three) years
- 17 Annual Turnover of the organization not less than 4 crores per annum for last 3 years
- 18 Attested copy of liable for depositing all taxes, levies, Cess etc
- 19 Copy of Registered office or one of the branch office located within the jurisdiction
- 20 GST Clearance

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