

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

\*\*\*

No 2537 /MCB.2022/Welfare./Dated, Brahmapur the

16 Monch , 2022

#### **TENDER NOTICE**

Bids in Sealed tender are invited under two bid system from reputed manpower agencies/service providers to provide the services of Lab Technician, Radiographer, Pharmacist, ECG Technician & DEO for the MKCG Medical College & Hospital 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.

Bidders are required to submit the technical & financial bids separately. The bids in sealed Cover-1 containing "**Technical Bid**" and sealed Cover-II containing "**Financial Bid**" should be placed in a third sealed cover super-scribed "Bid for Outsourcing of manpower services" must reach the undersigned within 21 days from the date of advertisement by speed post/Registered Post/Courier only.

The bid documents containing eligibility criteria, scope of work, terms and conditions of the tender and draft agreement are enclosed herewith

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

5103122

Dean & Principal, MKCG Medical College, Hospital, Berhampur.

## TENDER DOCUMENT

7

**OUTSOURCING FOR** 

# (LAB TECHNICIAN-07, RADIOGRAPHER-6, PHARMACIST-6) THROUGH SERVICE PROVIDER

OFFICE OF THE MKCG MEDICAL COLLEGE, HOSPITAL,

## **BERHAMPUR ODISHA**

EMAIL: mkcgmc.bam@gmail.com

(Tender document cost = Rs2000/-

DD in favour of Dean & Principal MKCG MCB Payable at Berhampur) LAST DATE FOR SUBMISSION OF TENDER:- **7-4-2022 BY 5 P.M** DATE OF OPENING OF TECHNICAL BID; **7-4-2022 AT 5 P.M** DATE OF OPENING OF FINANCIAL BID: **12-4-2022 at 4.30PM** 

# INDEX

\*..

4

SI.No.	Section	Description of contents	Page Number
1.	Section-I	Instruction to Bidder	05 – 08
2.	Section-II	Scope of Work	09 – 13
3.	Section-III	Scheduled of Requirement	14
4. Section-IV		General Terms and Conditions	15 – 17
5.	Section-V	Technical Bid	18-24
6.	Section-VI	Financial Bid	25-27
7.	Section-VII	Bid Submission Checklist	25
8.	Section-VIII	Service Agreement & PBG Format	26-28

Doar & Prinetpal M.K.C.Q. Nodical Colleg-Bernampur (877)

## SECTION-I Instruction to Bidders

## A. GENERAL INFORMATION:

- MKCG Medical College, Hospital requires the service of reputed, well established, financially sound and registered Service providers to provide Lab.Technician-7, Radiographer-6, Pharmacist-6 by deploying trained and disciplined man power at MKCG Medical College & Hospital as per the requirement.
- 2. The period of contract for providing the aforesaid service will be ideally one year from <u>the date of effectiveness of the contract</u>. The contract may be extended to a maximum period 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. The authority reserves right to terminate the contract at any time after giving 30 days notice to the service Provider.
- 3. The bidders may visit the location on any working day between the office hours to have a thorough knowledge of the work to be performed before preparation and submission of bid.

SI. No.	Eligibility Criteria	Supporting documents to be furnished along with the Technical Bid		
1.	<ul> <li>The Bidder should be registered under appropriate authority such as,</li> <li>Registered under the Companies ACT 2013</li> <li>Registered under the Indian Partnership ACT 2013</li> <li>Registered under the Indian Trust ACT 1882</li> <li>Registration under the Societies Registration Act 1860</li> <li>Registration under the Limited Liability Partnership Act 2008</li> </ul>	Certificate Incorporation/Registration		
2.	The bidder must have at least five years in business (up-to the last date of submission of bid) for providing manpower service to Centre/State Government/Autonomous Bodies/agencies/societies/corporate bodies			
3.	The Registered Office/Branch Office of the Service Provider must be located within the jurisdiction of Odisha			

## **ELIGIBILITY CRITERIA:**

C. a Rodical Collesia Bernampur (Brit

Page 5 of 29

SI. No.	Eligibility Criteria	Supporting documents to be furnished along with the Technical Bid		
4.	Must have average annual financial turnover of Rs.2 Crores during last five financial year (The average annual financial turnover be twice the estimated cost of the above services	Income/Expenditure		
5.	Must have its own bank account in any scheduled bank situated in Odisha.	Copies of the passbook and transaction statement for the last 6 month.		
6.	The agency should not have been black listed by any Central/State Government or any other public sector undertaking or a corporation as on the date of the RFP.	be furnished by the bidder as		
7.	Must not have any pending judicial proceedings for any criminal offence against the proprietor / Director/Persons to be deployed by the Service Provider	An undertaking to this effect to		
8.	Other Statutory Documents:	Copies of : PAN GSTIN Copies of EPF & ESI Registration Certificate IT Return for the last 3 assessment year.		

#### B. Submission of Bid:

The proposal complete in all respect as specified must be accompanied with a 2000/- Non refundable amount (Insert Amount in INR) towards Bid Processing Fee and EMD of (2% of the estimated cost of the service) in for Demand Draft in favour of Dean & Principal, MKCG Medical College, Berhampur drawn in any scheduled commercial bank and payable at Berhampur failing which the bid will be out rightly rejected. The bid should be sent through Speed Post / Registered Post / Courier so as to reach the authority by 7-4-2022 at 5 PM (Insert Date and time)

The authority will not be responsible for any postal delay. Bids without bid processing fee and EMD shall be rejected. Bids submitted after due date will be summarily rejected. EMD of unsuccessful bidders will be returned without interest after the award of Contract.

The bid has been invited under two bid systems i.e. Technical Bid and Financial Bid. The Bidders are advised to submit two separate envelopes super scribing **"Technical Bid"** (manpower service) and **"Financial Bid"** (manpower service). Both sealed envelopes must be kept in a third sealed envelope super-scribing "Bid Document – (name of the service)

Selected bidder will have to deposit a Performance Security (**10% of the annual contract value**) in the form of Bank Guarantee from any scheduled Bank situated within Odisha in favour of Dean & Principal, MKCG Medical College Berhampur as per the prescribed format

Page 6 of 29

SI. Nio.	Eligibility Criteria	Supporting documents to be furnished along with the Technical Bid
4.	Must have average annual financial turnover of Rs.2 Crores during last five financial year (The average annual financial turnover be twice the estimated cost of the above services	Income/Expenditure
5.	Must have its own bank account in any scheduled bank situated in Odisha.	Copies of the passbook and transaction statement for the last 6 month.
6.	The agency should not have been black listed by any Central/State Government or any other public sector undertaking or a corporation as on the date of the RFP.	be furnished by the bidder as
7.	Must not have any pending judicial proceedings for any criminal offence against the proprietor / Director/Persons to be deployed by the Service Provider	
8.	Other Statutory Documents:	Copies of : PAN GSTIN Copies of EPF & ESI Registration Certificate IT Return for the last 3 assessment year.

#### B. Submission of Bid:

The proposal complete in all respect as specified must be accompanied with a 2000/- Non refundable amount (Insert Amount in INR) towards Bid Processing Fee and EMD of (2% of the estimated cost of the service) in for Demand Draft in favour of Dean & Principal, MKCG Medical College, Berhampur drawn in any scheduled commercial bank and payable at Berhampur failing which the bid will be out rightly rejected. The bid should be sent through Speed Post / Registered Post / Courier so as to reach the authority by (Insert Date and time)

The authority will not be responsible for any postal delay. Bids without bid processing fee and EMD shall be rejected. Bids submitted after due date will be summarily rejected. EMD of unsuccessful bidders will be returned without interest after the award of Contract.

The bid has been invited under two bid systems i.e. Technical Bid and Financial Bid. The Bidders are advised to submit two separate envelopes super scribing **"Technical Bid"** (manpower service) and **"Financial Bid"** (manpower service). Both sealed envelopes must be kept in a third sealed envelope super-scribing "Bid Document – (name of the service)

Selected bidder will have to deposit a Performance Security (**10% of the annual contract value**) in the form of Bank Guarantee from any scheduled Bank situated within Odisha in favour of Dean & Principal, MKCG Medical College Berhampur as per the prescribed format

A C.Q Modical (8:19)

Page 6 of 29

provided in the tender document at Section – IX for a period of three months beyond the contract period. (i.e. Performance Bank Guarantee must be valid from the date of effectiveness of the contract to a period of three months beyond the contract period) as its commitment to perform services under the contract. Failure to comply with the requirements shall constitute sufficient grounds for forfeiture of the Performance Bank Guarantee. The Performance Bank Guarantee shall be released immediately after three months of expiry of the contract provided that there is no breach of contract on the part of the qualified bidder. No interest shall be paid on the Performance Bank Guarantee. In case, the contract is further extended beyond the initial contract period, the Bank Guarantee will have to be accordingly renewed by the deployed service provider as per the existing terms and conditions of the tender.

#### C. List of Documents for submission

Bidders are required to furnish the following documents along with the Technical Bid:

- a) Covering letter along with power of attorney on the bidder's letter head.
- b) Demand Draft in support of Bid processing fee as applicable.
- c) Demand draft in support of EMD as applicable.
- d) Copy of certificate Incorporation of the firm / agency.
- e) Copy of GSTIN.
- f) Copy of PAN.
- g) Copies of IT returns for the last three assessment years.
- h) Copies of EPF & ESI Registration Number.
- i) Copy of Bank Account details.
- j) Copies of the Income/Expenditure statements along with Balance Sheet for the last 3 years.
- k) Copies of work orders from the previous organization for providing the last 3 years.
- I) Undertaking regarding non-blacklisting (On stamp paper)

m) Undertaking regarding non-pending of any judicial proceedings (On bidder's letter head)

Any deviation from the prescribed procedures / required information / formats / conditions shall result in out-right rejection of the bid. Any conditional bid shall be out rightly rejected.

All entries along with the pages in the bid document should be legible, filled-in clearly and signed by the authorized representative. If the space for furnishing information is insufficient, a separate sheet duly singed by the authorized signatory should be attached.

The technical Bid will be opened 7-4-2022 at 5 PM (Insert Date and Time) in presence of the authorized representatives of the bidder shall be opened on 7-4-2022 (Insert Date and Time) in

Pomampur (ert

Page 7 of 29

presence of the authorized representatives. During opening of the technical Bid If the tenderer will absence,

•\_\_

The EMD shall be forfeited if the successful bidder fails to undertake the work or fails to comply with any of the terms and conditions of the bid.

The bid shall be valid for a period of 90 days from the date of opening of the bids and no request for any variation in quoted rates and / withdrawal of bids on any ground by the bidder shall be entertained. Validity of the bids can be extended on mutual consent.

To assist in the analysis, evaluation and computation of bids, the authority may ask the bidders individually for clarification of their bids. The request for clarification and the response shall be in writing but no change in the price or substance of the bid offered shall be permitted.

The bidder having the lowest evaluated financial bid (L-1) would be considered for award of the contract subject to fulfillment of the terms and conditions of the bid documents. In case, the lowest bidder (L-1) is disqualified after selection for any reason, then negotiations will be made with the second lowest (L-2) bidder for award of contract of L-1 price. However, the decision of the authority shall be final during the overall selection process.

The quoted rates shall not be less than the minimum wages fixed / notified by the Government of Odisha from time to time and shall include all statutory obligations.

The service provider shall be liable for all kinds of dues payable in respect of manpower deployed / provided under the contract and the authority shall not be liable for any dues for availing the services of the personnel.

The authority reserves the right to reject any or all bids and terminate the tender process without assigning any reason thereof.

Doan & Proceed College? Bernampur (Gti

## SECTION – II SCOPE OF WORK

•

- 1. MKCG Medical College & Hospital, Berhampur invites sealed bids from the eligible bidders to provide Lab.Technician-7, Radiographer-6 & Pharmacist-6, ECG Technician-4 & DEO-20 at MKCG Medical College, Hospital, Berhampur.
- 2. The manpower service provider should be managed by trained support staff to execute and perform the job and work assignment of such nature efficiently. The manpower to be deployed for this purpose should be registered under the service provider and must have the required qualifications, experience & relevant knowledge to perform data entry.
- 3. It shall be responsibility of the Service Provider to verify the qualification and experience of the outsourced manpower. Candidates will liable for performing the different responsibility assigned by the authority from time to time. The authority reserves the rights to verify and check the credentials and qualifications of the outsourced manpower. If during the course of engagement of any outsourced personnel, it comes to notice of authority that he /she has mispresented the fact about his/her qualification/experience, the service provider will have to terminate the service of such staff immediately.
- 4. The Service Provider should be able to additional manpower support whenever required by the authority under the same terms and conditions.
- 5. The agreement may be extended on the same terms & conditions or with some additions/deletions/modifications for a further specified period mutually agreed upon by the manpower Service Provider and the Finance Department.
- 6. The manpower deployed by the service provider shall be required to report for work at as assigned by the Administration. Beyond official hour, there would not be paid any extra remuneration. In case, the person deployed remains absent on a particular day or comes late/ leaves early on three occasions, proportionate deduction from the remuneration for one day will be made.
- 7. The manpower deployed for the purpose must have good moral character and cordial attitude and should not reveal the official information to outsiders and must maintain confidentiality.
- 8. The service provider shall nominate a co-coordinator who shall be responsible for periodic interaction with the authority so that optimal service of the persons deployed could be availed without any disruption.
- 9. The attendance roll for the personnel deployed by the service provider at the premises of the authority shall be provided by the manpower service provider and it shall be monitored by the service provider on regular basis. These attendance roll shall be signed by the authorized representative of service provider who shall get it verified from the designated officer.
- 10. The Entire financial liability in respect of manpower service deployed by the authorities location shall be that of the manpower service provider and the authority will in no way be liable for the same. It will be the responsibility of the manpower service provider to pay the person deployed a sum not less than the proposed monthly remuneration as mentioned in the financial bid.



11. 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 responsible of the manpower service provider.

•.\_

- 12. The persons deployed shall during the course of their work be privy to certain qualified documents and information's 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 panel action under the applicable laws, besides action for breach of contract.
- 13. The manpower service provider shall be responsible for compliance of all statutory provisions relating to the minimum wages payable to the persons deployed at the authorities locations.
- 14. The Service provider should ensure regular payment of monthly to the personnel engaged by the service provider by 10<sup>th</sup> of the succeeding Month after deduction of application statutory dues. The Service provider should credit the monthly salary of its employees in their respective bank account.
- 15. The engagement of outsourced persons shall be purely on contract basis. The service provider shall at all times make it absolutely clear to the outsourced personnel hired through them. Any outsourced personnel deployed can be removed any time by giving notice to the service provider and the service provider will have to provide suitable replacement acceptable to authority within three working days.

Doan & Print Collaus Doan & Print Collaus M.K.C.Q. Hodical (BIN) Bornempur (BIN)

# (Prescribed qualification and Experience of the manpower)

	Bomuneration							
SI. No	Manpow er	Age Limi t	Qualification	Work Experience	Remuneration (Minimum Take home remuneration)	Job Description		
1.	Lab Technicia n	21 to 50 Year s	<ul> <li>+2 Science</li> <li>DMLT in a reputed Institute. (AICTE approved)</li> </ul>	Experience in the field of Lab Technician will be preferred.	As per the Notification from time to time.	<ul> <li>To work in laboratory of MKCG Medical College &amp; Hospital</li> <li>Emergency duty .</li> <li>To perform shift duty (24x7)</li> <li>As &amp; when required by the authority to be work accordingly.</li> </ul>		
2.	Radiogra pher	21 to 50 Year s	<ul> <li>+2 Science</li> <li>DMRT in a reputed Institute. (AICTE approved)</li> </ul>	Experience in the field of handling the Radio graphing Equipment will be preferred.	As per the Notification from time to time.	<ul> <li>To work in R/T Department of MKCG Medical College &amp; Hospital</li> <li>Emergency duty.</li> <li>To perform shift duty (24x7)</li> <li>As &amp; when required by the authority to be work accordingly.</li> </ul>		
3.	Pharmaci st	21 to 50 Year s	<ul> <li>+2 Science</li> <li>Diploma in Pharmacy in a reputed Institute.</li> </ul>	Experience in the field of Pharmacy will be preferred.	As per the Notification from time to time.	<ul> <li>To work in DDC, Departments of MKCG Medical College &amp; Hospital</li> <li>Emergency duty.</li> <li>To perform shift duty (24x7)</li> <li>As &amp; when required by the authority to be work accordingly.</li> </ul>		
4.	Data Entry Operator, Office Support Staff	21 to 50Ye ars	<ul> <li>Bachelors degree in any discipline in any Govt. Recognized University/Insti tution</li> <li>Post Graduate Diploma in Computer Application.</li> <li>Good Proficiency in any MS Office Tools Internet Applications with efficient Typing and data Entry Skill.</li> <li>Sound knowledge minimum hardware/soft ware trouble shooting.</li> </ul>	She/He should have one to three years post qualification working experience in MIS/Administr ation management under any reputed central/State/P SUs/Reputed Corporate Organization.	As per the Notification from time to time.	<ul> <li>Responsible for carryout all administrative requirements of the authority like day to day official work, file management, data entry work &amp; other related work.</li> <li>Management of day to day office work including travel and logistics of officials.</li> <li>Responsible for Maintenance of office records with respect to general management and correspondence.</li> <li>Assisting officials for generating reports/ information for meetings and other officials purposes.</li> <li>Management of daily official work and logistic support to the officials and other staff.</li> <li>Any other reasonable work assigned by authority</li> </ul>		
i				min	1 point contract	Page 11 of 29		
				M.K.C.Q	Hondical (BTS)			

5.	ECG	21 to 50 Year s	<ul> <li>+2 Science</li> <li>Diploma in ECG Technology in a reputed Institute. (To be authenticate by HOD Cardiology)</li> </ul>	Experience in the field of ECG should be preferable.	As per the Notification from time to time.	<ul> <li>ECG paper roll to be loaded in the ECG Machine existing in the Casualty.</li> <li>ECG of referred patient in emergency basis in the Casualty.</li> <li>To perform shift duty (24x7)</li> <li>As &amp; when required by the authority to be work accordingly.</li> </ul>
----	-----	--------------------------	--	---	---	--

1

Dean & print Collabo Dean & print Collabo N.K.C.G Marshur (Brith Bernarshur (Brith

Page 12 of 29

### SECTION-III

## Schedule of Requirement :

·.

Tentative requirement of Manpower/Machinery to be deployed for the proposed services given here as under :-

(To be filled up by the Tender inviting Authority)

SI. No.	Description	Requirement	
Manpower			
1. Lab.Technician	Laboratory of College & Hospital	7	
2. Radiographer	Radiotherapy Dept.	6	
3. Pharmacist	DDC & other Departments	6	
4. ECG Technician	Casualty, OPD & IPD	4	
5. DEO	DDC & other places.	20	

[NB: All the scope are tentative & can be modified as per the requirement of the tender inviting authority. Stike out the service which is not required for the purpose]

Dean & Printful Dean & Printful M.K.C.Q. Madical Collegia Barmampur (853)

#### SECTION - IV

1

#### **General Terms and conditions**

- 1. For all intents and purposes, the Service Provider shall be the "Employer" within the meaning of different Rules & Acts in respect of persons deployed. The persons deployed by the service provider shall not have any claim whatsoever like employer and employee relationship against the Authority under this agreement. The Service Provider shall make them known about their position in writing before deployment under the required service.
- The Service Provider must employ adult labour only. Employment of child labour will lead to the termination of the contract. Persons to be deployed by the Service Provider should be above 18 years of age and not exceeding 40 years and physically sound to perform the duties.
- 3. The Service Provider will be overall responsible for the manpower deployed for performing the service. The authority shall not be responsible for any financial loss or any injury to any person deployed by the Service Provider in the course of their performing the functions/ duties, or for payment towards any compensation.
- 4. The Service Provider shall exercise adequate supervision to ensure performance of manpower deployed to provide the services in accordance with the requirements. The Service Provider shall depute one full time supervisor in concerned office of the authority, for overall management of the services to be rendered at the site.
- 5. The Service Provider shall be solely responsible for compliance to the provisions of various Labour and industrial laws, such as, wages, allowances, compensation, EPF & ESI, Bonus and Gratuity etc. relating to manpower to be deployed by it at the Authority's location.
- Service Provider shall maintain complete official records of disbursement of wages / salary showing details of all supporting documents such as ESI, EPF etc. in respect of manpower deployed for the purpose.
- 7. The Service Provider shall maintain personal file in respect of all the staff who are deployed in office of the authority. The personal file shall invariably consist of personal details such as name, address, date of birth, sex, residential address (temporary / permanent), bank Account, EPF / ESIC details etc.
- 8. The manpower to be deployed by the Service Provider should not have any adverse Police records / criminal cases against them. The agency should make adequate enquiries about the character and antecedents of the persons whom they are recommending. An undertaking to this respect must be provided by the manpower service provider prior to signing of the agreement.



- 9. The Service Provider will also ensure that the manpower deployed are medically fit and will
- keep in record an certificate of their medical fitness. The Service Provider shall withdraw such manpower who are not found suitable by this office for any reasons immediately on receipt of such a request.
- 10. The Service Provider shall ensure that the manpower deployed by it are disciplined and do not participate in any activity detrimental to the interest of the Authority.
- 11. The Service Provider shall provide uniform along with Photo ID Card to its personnel deployed at site at its own cost.
- 12. The Authority shall not be liable for any compensation in case of any fatal injury / death caused to any manpower while performing / discharging their duties / for inspection or otherwise.
- 13. In case of any theft or pilferages, loss or other offences, the service provider will investigate and submit the report to the Authority and maintain liaison with the police. FIR will be lodged by the Authority, wherever necessary. If need be, joint enquiry comprising of both the parties shall be conducted and responsibility will be fixed.
- 14. In case of any loss caused to the Authority due to lapse on the part of the personnel discharging duties, the same shall be borne by the Service Provider. Authority shall have the right to deduct appropriate amount from the bill of service provider. In case of frequent lapses on the part of the personnel deployed by the service provider, Authority shall be within its right to terminate the contract or take any other action without assigning any reason whatsoever.
- 15. In the event of any personnel being on leave / absent, the service provider shall ensure suitable alternative arrangements, to make up for such absence. If a person leave the job for any reasons, the Service Provider is liable to provide the suitable replacement within 3 working days.
- 16. In case of delay in providing required replacement, the amount of penalty calculated at the rate of 1% of the annual contract value per week on account of delay, shall be deducted from the monthly bills in the succeeding month.
- 17. There would be no increase in rates payable to the Service Provider during the contract period. The service provider will be responsible for deposit of EPF, ESI, GST and other statutory dues as applicable from time to time and submit the proof of deposit to authority for records.
- 18. The service provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this Agreement to any other agency or organisation. Sub-contracting is not allowed under this agreement.



Page 15 of 29

19. The Service Provider shall raise the bill, in triplicate, along with attendance sheet duly
verified by the officer concerned in respect of the persons deployed and submit the same to the prescribed authority in the first week of the succeeding month. The payment will be released by the second week of the succeeding month.

•...

- 20. The Service Provider will have to deposit the remuneration of the deployed manpower for the concerned billing period in their respective bank account through online transfer and submit the details to the authority for necessary records.
- 21. In case of dispute resolution relating to rights/liabilities arising out of the agreement, the same shall be disposed off at the level of Administrative Departments.
- 22. In the event of failure of Service Provider to provide Services as per the terms and conditions of the agreement, the Performance Security shall be forfeited. Any violation of instructions/agreement or suppression of facts will attract termination of contract with 1 month prior notice to the Service Provider.
- 23. The Service provider should ensure that persons to be deployed are not alcoholic, drug addict and not indulge in any activity prejudicial to the interest of the Authority.
- 24. 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 state.
- 25. 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.
- 26. All disputes shall be under the jurisdiction of the court at Berhampur.
- 27. The agreement can be terminated by either party by giving one month's notice in advance. If the agency fails to give one month notice in writing for termination of the agreement then one month's wages, etc. and any amount due to the service provider will be recovered by forfeiture of performance security.
- 28. The contract is liable to be terminated because of non-performance, deviation of any terms and conditions of agreement, non-payment of remuneration of manpower deployed and non-payment of statutory dues. The Authority will have no liability towards non-payment of remuneration to the persons deployed by the Service Provider and the outstanding statutory dues of the service provider to concerned authorities.
- 29. The Manpower Service Provider will be bound by the details furnished to the authority while submitting the tender or at any subsequent stage. Mis-representation of documents/ information, leads to termination of agreement.



Page 16 of 29

## <u>SECTION – V</u> <u>TECHNICAL BID</u> <u>COVERING LETTER</u> (BIDDER LETTER HEAD)

(Location, Date)

То

(Name and Designation of Tender Inviting Authority) (Office Address and Location)

# Sub: Tender for Outsourcing of (Manpower Service) at (MKCG Medical College & Hospital Berhampur) (Technical Proposal)

Dear Sir,

I hereby declare that all the information and statements provided in the technical proposal are true and correct and I accept that any misinterpretation contained in it may lead to disqualification of our proposal. Our proposal will be valid for acceptance up to **90 days** and I confirm that this proposal will remain binding upon us and may be accepted by you at any time before the validity of the bid.

I, hereby unconditionally undertake to accept all the terms and conditions as stipulated in the RFP document. In case any provision of this tender are found violated, then your office shall have the rights to reject our proposal including forfeiture of the earnest money deposit absolutely.

Yours faithfully,

Authorized Signatory With date and Seal

Name and Designation:	
Address of the Bidder:	

Dean & Printeral K.C.Q Modical Collegia يوميسون يوسعيها المستريب الاسعيها المراكة (1986)

# FORM – T1

\*

•	For Providing Manpower Service Medical Colle	es to the Office of t ege, Berhampur (G		al, M.K.C.G.
1.	Name of Tendering Manpower Service	Provider;		
2.	Details of Earnest Money Deposit : D.D of Rsdrawn on Bai	. No	Date	
3.	Name of Proprietor/ Partner/ Director	:		
4.	Full Address of Registered:			
	Telephone No.	:	· · · · · · · · · · · · · · · · · · ·	
	FAX No.	:		
	E-mail Address	•		
5.	Full address of Operating/ Branch Offic	e :	n	
		<u></u>		
	Telephone No.	•		
	FAX No.	:		
	E-mail Address	·		
6.	Name & telephone no. of	:		
	Authorised Office/person to liaise		. ////////////////////////////////////	
7.	Banker of the Manpower Service Provi (Attach certified copy of statement of	der ;		
	A/c for the last Three years) Telephone No.			
8.	of Banker PAN / GIR No. (Attach attacted conv)	·		
9.	(Attach attested copy) GSTIN.	:		
	(Attach attested copy)	1 - include		D 10 600
	Drown	aan a primetal aan a primetal c. a Modical Collect Berthemour (Getti Berthemour (Getti		Page 18 of 29
	M.K.	e the second		

0. E.P.F. Registration No. (Attach attested copy)	:
11. E.S.I. Registration No. (Attach attested copy)	.:
12. Acceptance to all the terms &	
Conditions of the tender (Yes / NO)	:
13. Power of attorney / Authorization letter Signing the bid documents	:
14. Please submit an undertaking that no c Case with the police at the time of submissi Of Bid	
15. Kindly mentioned the total number of	· · · · · · · · · · · · · · · · · · ·
Pages in the tender documents.	

16. Financial turnover of the tendering Manpower Service Provider for the last 5 Financial Years.

Financial Year	Amount (Rs. )	Remarks, if any
FY1		
FY2		
FY3		······································
FY4		
FY5		······································

\* From the date of issue of tender

17. 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):

SI.No.	Name of client address, telephone & Fax No.	provided contr		Amount of contract (Rs. Lacs)	Duration of contract	
					From	То

Dean & Principal Dean & Principal M.K.C. Q Madical Colleges M.K.C. Q Madical Colleges

## DECLARATION

\_\_\_\_\_\_ 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: Piace:

Signature of authorized representative with seal

Enclosures:

- 1. Bid processing fees in form of Demand draft in original.
- 2. EMD in form of Demand draft in original.
- 3. Copy of tender documents each page must be signed and sealed.
- 4. Duly filled Technical Bid and Financial Bid
- 5. List of documents as applicable.

K.C. & Medical Collegia

# <u>FORM – T2</u>

# **UNDERTAKING**

(On the stamp Paper of appropriate value in shape of affidavit from the Notary regarding non-blacklisting)

I, hereby undertake that, our organization has not been blacklisted / debarred by any of the Central / State Government Department / Office or by any Public Sector Undertaking (PSUs) and not blacklisted by any authority during the recent past.

Yours Sincerely,

Authorized Signature (In full and initials)

Name and Designation of the Signatory: Name of the Bidder and Address:

N.K.C. Q Modeal College Berhampur (Orr

## <u>FORM – T3</u>

## **UNDERTAKING**

(On the Bidder's Letter Head regarding not have any pending judicial proceedings for any criminal offences)

I, hereby undertake that there is no criminal case pending in any Court of Law against our company or against the Proprietor / Director / Persons to be deployed by our company.

I/we further certify that Proprietor / Director / Persons to be deployed by our company of my company have not been convicted of any offence in any Court in India during the recent past. I understand that I am fully responsible for the contents of this undertaking and its truthfulness.

Yours Sincerely,

Authorized Signature (In full and initials)

Name and Designation of the Signatory: Name of the Bidder and Address:

ñ,

M.K.C. Q Modical College Dean & asmpur (etti

Page 22 of 29

### Technical Bid Evaluation

• Technical evaluation of the bids will be done to determine whether the bids complied to the prescribed eligibility condition and the requisite documents / information have been properly furnished by the bidder or not. Bids qualified the technical evaluation sheet & award of marks as detailed below, will be considered for opening of the financial bids, The financial bids shall be opened in the presence of the tender committee and bidder's representatives who choose to attend. Least Cost Selection Method will be followed during the tender process to determine the selected bidder. The tender inviting authority will award the contract to the bidder whose bid has been determined as the *lowest and competitive evaluated bid price as mentioned below.* 

#### CRITERIA FOR EVALUATION Evaluation of Technical proposals

Evaluation of proposals shall be made by the Administrative authority of MKCG. In the first state, the Technical Proposal will be evaluated on the basis of bidder's fulfillment of eligibility criteria & other requirements as per Tender. Only those bidders whose Technical Proposals becomes responsive based on the eligibility criteria, shall qualify for further technical evaluation on the basis of marks awarded based on the following Criteria:

SI. No.	Evaluation Parameters	Total Mark	Criteria for award of Mark		
1	Number of years of organization (from the date of registration of firms)	20	<ul> <li>0 - 4 years : 5</li> <li>4 - 7 years : 10</li> <li>7 - 12 years : 15</li> <li>&gt; 12 years : 20</li> </ul>		
2	Annual Average Turnover (2018-19, 2019-20 & 2020-21)	20	<ul> <li>0 - 2 Crore : 0</li> <li>2 - 4 Crore : 10</li> <li>4 - 6 Crore : 15</li> <li>&gt; 6 Crore : 20</li> </ul>		
3	Current strength of the organization. (to be determined from the submitted EPF payment confirmation slips for last 01 years)	20	<ul> <li>Below 1000 persons: 10</li> <li>More than 1000 persons : 20</li> </ul>		
4	No of Manpower provided in single work order	30	<ul> <li>Above 300 persons single work order : 15</li> <li>Above 250 persons single work order : 10</li> <li>Above 200 persons single work order : 5</li> <li>If all above : 30</li> </ul>		
5	Valid ISO Certificate	10	ISO 9001 : 2015 Certificate More Than 05 years : 10 Less than 05 years: 05		

NB: In the financial bid, the bidder with the lowest price shall be awarded the contract. However, in case two bidders quote the same lowest price, then the bidder with the higher mark in the technical bid shall be awarded the contract. However, if their technical marks also become equal, then in that case, the selection of the tender shall be decided on the basis of following evaluation procedure.

- The bidder who have provided highest no of manpower for highest number of years shall be awarded the contract. (This will be decided by the Work orders, Experience certificates from appropriate authorities & Labour license cumulatively.)
- The letter of appreciation is required from the bidders from the recent executed offices

M.K.C. Q. Hedical College Berhampsur (en

Page 23 of 29

## <u>SECTION – VI</u> <u>FINANCIAL BID</u> <u>COVERING LETTER</u> (BIDDER LETTER HEAD)

(Location, Date)

То

(Name and Designation of Tender Inviting Authority) (Office Address and Location)

Sub: Tender for Outsourcing of (Insert Name of the Service) at (Insert Name of the Office / Location) (Technical Proposal)

Sir,

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the proposal of **90 days**. I have carefully read and understood the terms and conditions of the tender to provide the services accordingly.

I understand that you are not bound to accept any proposal you receive. I remain,

Yours faithfully,

Authorized Signatory With date and Seal

Name and Designation of Signatory with Date and Seal: Address of the Bidder:

. a madical Callogo Bernamen (end)

## <u>FORM – F1</u> ADMINISTRATIVE CHARGE

# For Providing Manpower Assistance to the Office of the Revenue Divisional Commissioner, (Southern Division), 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,

SI. No.	Manpower Type	etc: Monthly Rate per person							
		*Take home remunerati on	EPF @ As admissi ble	ESI @ As admiss ible	Other statutory dues if any	Service charge	GST@ 18% on (3+4+5 +6+7)	Total per person (3+4+5+6+ 7+8+9)	
1	2	3	4	5	6	7	9	10	
1.	Lab Technician	Rs.11900/-							
2.	Radiographer	Rs.11900/-							
3.	Pharmacist	Rs.11900/-				-			
4.	ECG Technician	Rs.11900/-				-			
5.	DEO	Rs.11100/-			· · · · ·				

Date:

Signature of authorized person Full Name: Seal:

Place: Notes:

- 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. 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 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, Berhampur
- 3. 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.
- 4. More than 2% service charges will be considered & eligible in the Financial Bid i.e. in column 7.
- 5. Wrong computation in Financial Bid will be liable for rejection.

Escen à primersi Escen à primersi N.K.C.Q Hogical Collogo Bathamour (ett)

Page 25 of 29

₽

## <u>SECTION – VII</u> BID SUBMISSION CHECK LIST

SI. No.	Description	Submitted (Yes / No)	Page No.	
	nical Bid (Original)	(1007110)	1 1101	
1	Covering Letter in Bidders Letter Head			
2	Bid Processing Fee	· · · ·		
3	EMD			
4	Copy of Incorporation / Registration Certificate of the Bidder			
5	Copy of PAN			
6	Copy of GSTIN			
7	Copies of Income Tax Clearance Certificate for the last three Assessment years			
8	Copy of Valid EPF & ESI Certificate	<u> </u>		
10	Technical Bid duly filled in (Covering Letter , FORM-TI, T2 and T3)			
11	Financial details of the bidder along with all the supportive documents such as copies of Income / Expenditure Statement and Balance Sheet for the last 5 years.			
12	Power of Attorney in favour of the person signing the bid on behalf of the bidder.			
13	List of completed / on-going assignments (Past Experience Details) along with the copies of work orders for the respective assignments from the authorities.			
14	Undertaking for not have been black-listed by any Central / State Govt. / any autonomous bodies during the recent past. (Form-T2)			
15	Undertaking for not having any police case pending against the bidder (Form-T3)			
Finar	ncial Bid (Original)		· .	
1	Covering Letter in Bidders Letter head			
2	Duly Filled in Financial Bid (Form – F1)			

It is to be ensured that:

- All information has been submitted as per prescribed format only.
- Each part has been separately bound with no loose sheets and each page of all the three parts are page numbered along with Index Page.
- All pages of the proposal needs to be sealed and signed by the authorized representative.

Authorized Signatory (In full and initials) : \_\_\_\_\_\_ Name and Designation with Date and Seal:\_\_\_\_\_

5 mm Dean & princtual M.K.C.Q Modical Coll989 Barhamour (PM

## Section – VIII



## Service Agreement (To be made on Rs.100.00 Non judicial Stamp Paper)

called the "Service Provider") of the 2<sup>nd</sup> Part.

- WHEREAS
- a. The "service Provider' having represented to the "Authority" that he has the required manpower and other resources, has offered to provide the service in response to the Tender Notice No: \_\_\_\_\_ Dated: \_\_\_\_\_ issued by the Authority;
- b. The "Authority" has accepted the offer of the Service Provider to provide the required services as per the terms and conditions as set forth in this Service Agreement

NOW, THEREFORE, IT IS HEREBY AGREED between the two parties as follows:

1. The following documents attached hereto shall be deemed to farm an integral Part of this Contract:

**Appendix A: General Terms and Conditions** 

Appendix B: Scope of Work;

Appendix C: Contract Price and Payment Term;

- 2. The mutual rights and obligations of the Authority and the Consultant shall be as set forth in the Contract, in particular:
  - a. The Service Provider shall carry out the service in accordance with the Provisions of the Agreement; and
  - b. The Certificate on the satisfactory performance of services by the Agency shall be issued by an Officer authorized by the Client and in consideration of the Certificate of Satisfactory Performance of Service Provider, the Authority shall make such payments and in such a manner as is provided in the Agreement.
- 3. Mode of Payment

The Service provider will open a specific Bank, Account for payment by the Authority in the beneficiary account towards the Service performed by the service provider. The Service Provider will furnish the details or the Bank Account to the Authority within 7days of the signing of the contract.

This Contract constitutes the agreement between two parties in respect to obligations and supersedes all previous communications between the parties.



Page 27 of 29

## 4. Now this agreement witnesses as below:

- A. That in consideration of the payment to be made by the "Authority" to the "Service Provider", the "Service Provider" hereby agrees with the "Authority" to provide manpower resources to be engaged in the (Insert the location) in conformity with the provisions of the terms and conditions of the contract.
  - b. That the "Authority" hereby further agrees to pay the "Service Provider" the contract price at the time and in the manner prescribed in the said terms and conditions.
  - *c.* Financial limit under this Contract varies with changes in statutory dues and government taxes as applicable from time to time.
  - *d.* That in the event of any dispute that may arise it shall be settled as per the terms and conditions of the contract.
  - e. That this agreement is valid up to \_\_\_\_\_

## For and on behalf of (Tender Inviting Authority)

Witness 1:

•

Witness 2 :

For and on behalf of (Service Provider)

(Name and Designation of the Representative with seal)

Witness 1:

Witness 2:

## SECTION – IX Performance bank Guarantee Format

Name & Address of the Tender Inviting Authority Whereas

To

And Whereas it has been stipulated by \_\_\_\_\_\_ (name of the Authority) in the said contract that the Service Provider shall furnish you with a bank guarantee by scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And Whereas we have agreed to give the Service Provider such a bank guarantee;

Now therefore we hereby affirm that we are guarantors and responsible to you, on behalf of the Service Provider up to a total of \_\_\_\_\_\_\_\_ (Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the Service Provider to be in default under the contract and without cavil or argument, any sum or sums within the limits or (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Service Provider before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Service Provider shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This performance bank guarantee shall be valid until the \_\_\_\_\_\_ day of \_\_\_\_\_\_ year. Our branch at \_\_\_\_\_\_ (Name & Address of the bank) is liable to pay the guaranteed amount depending on the filing of claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our \_\_\_\_\_\_ branch a written claim or demand and received by us at our \_\_\_\_\_\_ branch on or before Dt \_\_\_\_\_\_ otherwise bank shall be discharged of all liabilities under this guarantee thereafter.

> (Signature of the authorized officer of the bank) Name and Designation of the Officer

> > Seal, name & address of the bank & Branch

Dean & Printpal Dean & Printpal M.K.C. Q. Modical Collega