



TENDER BOOK

**TERMS AND CONDITIONS OF THE TENDER FOR PROVIDING MANPOWER SERVICE UNDER
NATIONAL AYUSH MISSION ON OUTSOURCED BASIS IN THE MINI- PHARMACY ATTACHED
TO DR. ABHIN CHANDRA HOMOEOPATHIC MEDICAL COLLEGE & HOSPITAL,
BHUBANESWAR UNDER THE DIRECTOR, AYUSH-CUM-MISSION DIRECTOR, NATIONAL
AYUSH MISSION, ODISHA, BHUBANESWAR**

**MINI-PHARMACY ATTACHED TO Dr. Abhin Chandra
Homoeopathic Medical College & Hospital, Unit-III,
Bhubaneswar**

**Under Directorate of AYUSH
Department of Health & Family Welfare, Govt. of Odisha**

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SECTION-I
Instruction to Bidders

A. General Information:

1. The Principal-cum-Superintendent, Dr. Abhin Chandra Homoeopathic Medical College & Hospital, UNIT- III, Bhubaneswar requires the service of reputed, well established, financially sound and registered Service Providers to provide the services of **Laboratory Assistant, Machine Man-cum-Production Assistant, Night Watchers and Sweeper** in the Mini Pharmacy attached to office of the Principal-cum-Superintendent, Dr. Abhin Chandra Homoeopathic Medical College & Hospital, Bhubaneswar under the Director AYUSH-Cum-Mission Director, National AYUSH Mission (NAM), Odisha.
2. The period of contract for providing the aforesaid service will be **02 (two)** year from the date of effectiveness of the contract. The contract may be extended for a further period, on mutual consent depending upon the performance of the Service Provider subject to the discretion of the authority.
3. The Least Cost Selection Method (LCSM) shall be adopted to select the man power service provider. However, the Director, AYUSH, Odisha, Bhubaneswar reserves the right to reject the lowest bid on the ground of being unreasonable or not workable. In this regard the decision of the Director, AYUSH Cum-Mission Director, NAM, Odisha, Bhubaneswar is final.
4. The L1 bidder shall be selected on the basis of the total amount quoted by the bidder taken into account each manpower cost wage (remuneration) per month (30 days) to be given to the person with proportionate share of EPF (Govt. share) & ESI (Govt. share), and amount of service charge of the agency on above total amount (wages per 30 days+ EPF Govt. share +ESI Govt. share). The wage/remuneration to be given to the staff however must not be less than the latest Minimum Wage as notified by the Govt. of Odisha according to their category they belongs.
5. 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 at L-1 price. However, the decision of the Director, AYUSH, Odisha shall be final during the overall selection process.
6. The Director, AYUSH, Odisha reserves the right to terminate the contract at any time after giving 30 days' notice to the Service Provider on ground of unsatisfactory performance / violation of statutory obligations or terms of the contract etc. on receipt of the complaint from the respective Head of Office under which the man power of the selected service provider will operate.
7. The numbers of Manpower to be provided by the Service Provider as given in the schedule of requirement may be increased or reduced depending on requirement and availability of fund etc. The Service Provider cannot claim as a matter of right to provide all the man power as given in the schedule of requirement.
8. The interested bidders may visit the location where the manpower will be engaged on any working day between the office hours to have a thorough knowledge of the work to be performed before preparation and submission of the bid.

Eligibility criteria:

Sl. No.	Eligibility Criteria	Supporting documents to be furnished along with the Technical Bid
(i)	<p>The bidder should be registered under appropriate authority, such as</p> <ul style="list-style-type: none"> Registered under the Companies Act 2013 Registered under the Indian Partnership Act 1932 Registered under the Indian Trusts Act 1882 Registered under the Societies Registration Act 1860. Registered under the Limited Liability Partnership Act 2008. 	All concerned Certificate of Incorporation/ Registration under the appropriate authority
(ii)	The bidder must have at least 3 (Three) years in business (up to the last date of submission of bid) for providing similar type of services to Central/State Government/Autonomous bodies / Agencies / societies / corporate bodies.	Copies of the work order from the previous authorities with satisfactory completion/ performance certificate.
(iii)	The Registered Office / Branch Office of the Service Provider must be located within the jurisdictional area of Odisha.	Valid address proof of the office (Copy of the Telephone / Electricity Bill)
(iv)	Must have average annual financial turnover of Rs.30.00 Lakhs [Twice of the approximate cost of total manpower including Govt. share of EPF & ESI per annum] during the last three (3) financial years as on Dt.:31.03.2020 (2017-18,2018-19,2019-20)	Copies of audited Income/ Expenditure Statement and Balance sheet for the concerned period from a reputed chartered account firm.
(v)	Must have its own bank account in any scheduled bank situated in Odisha.	Copies of the pass book and transaction statement for the last 6 month.
(vi)	The agency should not have been blacklisted by any Central / State government, or any other public sector undertaking or a corporation as on the date of this Bid.	An undertaking to this effect to be furnished by the bidder as per the prescribed format [Form – T2]
(vii)	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 be furnished by the bidder as per the prescribed format. [Form – T3]

8	Other Statutory Documents:	Copies of : <ul style="list-style-type: none"> • PAN, • GSTIN, • Copies of EPF & ESI Registration Certificate • IT return for the last 3 assessment year • Valid License under PSARA (Private Security Agencies Regulation Act.2005)
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B. Submission of Bid:

a) The proposal complete in all respect as specified must be accompanied with a non-refundable amount of **Rs.2,240/-** (Rupees Two Thousand Two Hundred and Forty) only towards Bid Processing Fee in shape of D. D. in favor of **Principal-cum-Superintendent, Dr. Abhin Chandra Homoeopathic Medical College & Hospital payable at Bhubaneswar.**

b) **EMD of Rs.66,500/-**(Rupees sixty six thousand five hundred) only in form of Demand Draft in favor of **Principal-cum-Superintendent, Dr. Abhin Chandra Homoeopathic Medical College & Hospital, Bhubaneswar** drawn in any scheduled commercial bank and payable at Bhubaneswar must be submitted along with the Technical Bid failing which the bid will be out rightly rejected. EMD of unsuccessful bidders will be returned without interest after the award of the contract.

c) Bids without bid processing fee and EMD shall be rejected.

d) 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.

e) The bid should be sent through **Speed Post/ Registered Post/ Courier** so as to reach the authority in the following address

Principal-cum-Superintendent

Dr.Abhin Chandra Homoeopathic College & Hospital, Bhubaneswar

Unit-III, Kharvel Nagar, Bhubaneswar-751001

f) The Tender Inviting Authority will not be responsible for any postal delay. Bids reached after due date will be summarily rejected.

g) 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.

h) The Technical Bid should be submitted in a sealed cover with proper paging of documents with an index on front page of the Technical Bid and the following should be super-scribed on the envelope.

“Technical Bid for providing different man power services”

Bid reference No. 1833 date 28-09-2020

i) The seal of the bidder should be affixed on the bottom left hand corner of the envelope.

- j) Similarly the Financial Bid should be submitted in a sealed cover and the following should be super-scribed in the envelope.

“Financial Bid for providing different man power services”

Bid reference No. 1833. Date 28-09-2020

- k) The seal of the bidder should be affixed on the bottom left hand corner of the envelope.

- l) Both sealed envelopes (Technical Bid & Financial Bid) must be kept in a **bigger third sealed envelope** super-scribing as under :

“Bid Documents for providing different man power services”

Bid reference No. 1833 date 28-09-2020

- m) **Name, detail address telephone, fax, mobile no. email address of the bidder must be written in the bottom left hand corner of the bigger envelop in capital letters. Bidders are requested to ensure this positively.**

- n) Selected bidder will have to deposit a Performance Security @ **10% of the contract value** in the form of Bank Guarantee from any scheduled Bank situated within Odisha in favour of **Principal-cum-Superintendent, Dr. Abhin Chandra Homoeopathic Medical College & Hospital, Bhubaneswar** as per the prescribed format provided in the tender document at **Section - IX** to be valid 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.

- o) 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.

- p) 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.

q) 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 letterhead.
- b. Demand Draft in support of Bid processing fee as applicable.
- c. Demand Draft in support of EMD as applicable.
- d. Copy of Certificate of Incorporation of the firm /agency as indicated in the eligibility criteria of section –1.

- e. Copy of GSTIN
- f. Copy of PAN
- g. Copies of IT return for the last three assessment years i.e. up to 2019-20 (Up to Date)
- h. Copies of EPF & ESI Registration Certificate.
- i. Copy of valid license under PSARA Act, 2005 (in case of Security Service)
- j. Copy of the first page of the Bank Pass Book , transaction statement of last 6 (six) months of the Service provider.
- k. Copies of Audited Income/Expenditure statements along with Balance Sheet for the last 3 (three) years ending dated 31.03.2020 from a Chartered Accountant.
- l. Copies of work orders from the previous organizations for providing similar services during last 05 (Five) years up to the last date of submission of bid.
- m. Undertaking regarding non-blacklisting (on stamp paper) as per Format Form T2
- n. Undertaking regarding non-pending of any judicial proceedings (On bidder's letterhead) in Form-T3.
- o. Valid address proof of the Registered Office/Branch Office of the respective Service Provider, located within Odisha, with the copies of office Telephone/ Electric Bill.

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 signed by the authorized signatory should be attached.

The technical Bid will be opened at Dr. ACHMCH, BBSR on **dated 22th October 2020 at 11.30 a.m** by a Technical Committee constituted **Director of AYUSH, Odisha, Bhubaneswar**. The authorized representatives of the bidder who wish may be present on the spot at that time. The date of opening of the financial bid of the technically qualified bidders shall be intimated to them by the Principal Dr. ACHMC&H, BBSR in due course of time and it will be opened in presence of the authorized representatives of the technically qualified bidder who wish to be present on the spot at that time. It is not mandatory on the part of the tenderer to be present in person or through authorized representative at the time of opening of the financial 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 of the Director of AYUSH, Odisha, Bhubaneswar.

To assist in the analysis, evaluation and computation of bids, the **Director AYUSH Odisha, Bhubaneswar** may ask the bidders individually for clarification of their bids. The request for the 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. However the **Director AYUSH Cum-MD NAM ODISHA** is not bound to accept the lowest quoted rate on ground of being unreasonable or not workable.

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 or Principal Dr. ACHMC&H , BBSR shall not be liable for any dues for availing the services of the personnel.

The Financial bid will be opened in respect of those qualified bidders who qualify in the Technical Bid.

The price comparative statement of the price bid of all successful qualified technical bid tenderers will be prepared and placed by the concerned Technical Committee before the **Director of AYUSH, Odisha, Bhubaneswar** for selection of the out sourcing agency through an appropriate committee.

Director of AYUSH reserves the right to reject any or all bids and terminate the tender process without assigning any reason thereof.

SECTION-II

SCOPE OF THE WORK

A. NIGHT WATCHER

- 1. PRINCIPAL CUM SUPERINTENDEDNT DR ABHIN CHANDRA HOMOEOPATHIC MEDICAL COLLEGE & HOSPITAL,UNIT-III,BHUBANESWAR invites sealed bids for the eligible bidders for providing the security service at MINI-PHARMACY ATTACHED TO DR ABHIN CHANDRA HOMOEOPATHIC MEDICAL COLLEGE & HOSPITAL,UNIT-III,BHUBANEWAR.**
2. The manpower for the security service shall be as required by the pharmacy-in-charge. However, the deployment of the security personnel may be varied with respect to the scope of the service, which can be increased/ decreased as per the convenience of the Principal Dr. ACHMC&H , BBSR.
3. The service Provider shall ensure that the security deputed are as per the scope of the work physically and mentally healthy and not more than 41 years of age or less than 18 years of age.
4. The full particulars of the personnel to be deployed by the service provider including their names and addresses shall be furnished along with testimonials before they are actually deployed for the job.
5. Visitors shall be regulated as per the direction of the Principal Dr. ACHMC&H, BBSR and procedure and records thereof shall be maintained as stipulated therein.
6. A senior level representative of the Service provider shall visit the Office premises at least once a week and review the service performance of its personnel. During the weekly visit. Service provider's representative will also meet the representative of the Authority dealing with service under the contract for mutual feedback regarding the work performed and removal of deficiencies. If any, observed in their working.
7. The incidental expenses towards shoes, socks, caps torch stick, umbrella and raincoat etc., shall be borne/supplied by the service provider at its own cost.
8. The day-to-day functioning of the services shall be carried out in consultation with and under direction of the Principal Dr. ACHMC&H, BBSR. Proposals for efficient functioning of the security systems shall be discussed considered and implemented from time to time by the service provider with the approval of the tender inviting authority.
9. Any loss caused to the tender inviting authority due to the lapse on the part of the security personnel discharging responsibility, will be borne by the service provider and in this connection, the tender inviting authority shall have the right to deduct appropriate amount from the bill of the service provider to make good such loss besides imposition of penalty. In case of frequent lapses on part of the security 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.
10. The service provider shall ensure that any replacement of the personnel as required by the tender inviting authority for any reason specified or otherwise, shall be effected promptly without any additional cost to the tender inviting authority. If the service provider wishes to replace any of the personnel, the same shall be done with prior intimation to the tender inviting authority at the service providers cost.

B - SWEEPER AND CLEANING

- Cleaning, sweeping, mopping, dusting and wiping of floors, staircases, rooms, furniture with appropriate cleaning agent, on daily basis or more frequently as will be required by the concerned Officer-in-Charge. Cleaning activity shall start in the

morning at 7.00 A.M so as to complete all the dusting/cleaning/mopping work before 09.00A.M

- Thorough cleaning of all toilets, wash basins at least thrice daily (at 8.00 AM, 12.00 Noon and 3.30 P.M) with phenyl and detergent etc. and maintain the toilet floors dry during office hours
- Cleaning of windows and window slits of all toilets to be done regularly. Wash basins, urinals are to be cleaned with suitable detergents. Flushing system of all toilets is to be checked at regular interval every day.
- A duty chart must be maintained by the Service Provider which shall contain the regular attendance of the personnel engaged in cleaning works.
- Collection of waste paper from rooms, waste paper baskets, lobbies and putting in bags at the specified location daily at 9A.M.
- Cleaning of blockage in sewer and pumping lines, drainage and manholes within the office premises as and when required.
- Cleaning gulley trap and manholes within and surrounding of premises as and when enquired.
- Cleaning/removal of any type of stains of ink etc. from the building premises and stair cases.
- Lifting, carrying and disposing the dead birds, animals, rats, and insects' etc. if found in and around the office building.
- Removal of beehives and cobwebs/honey webs from the office building and its premises and cleaning and sweeping of open area include balconies and rooftops.
- The Service provider should possess or procure required safety gadgets and other material for smooth services.

C - MACHINE MAN- CUM - PRODUCTION ASSISTANT

Responsibilities

- To run the machines
- Set up machines (calibration, cleaning etc.) to start a production cycle
- Control and adjust machine settings (e.g. Speed)
- Feed raw material or parts to semi-automated machines
- Inspect parts with precision and measuring tools
- Test operation of machines periodically
- Fix issues that might occur during the operation of the machines
- Check output to spot any machine-related mistakes or flaws
- Keep records of approved and defective units or final products.
- Maintain activity logs
- Any other duty to be assigned by the officer-in-charge of the Pharmacies or tender

inviting authority.

D - LABORATORY ASSISTANT

- Assisting in-house testing, Collection, preparing and /or testing samples conducting and supporting scientific investigations and experiments.
- Providing technical support to the Govt. Analyst.
- Writing or assist in writing reports, summaries etc.
- Recording and analyzing data.
- Planning, setting up and undertaking controlled experiments and trials.
- Demonstrating procedures.
- Maintaining, calibrating, cleaning and testing sterility of the equipment
- Presenting results to senior staff.
- Ordering and maintaining stock and resources.
- Any other responsibility assigned by the Pharmacy-in-Charge or tender inviting authority

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

(Prescribed Qualification & Experience of the Manpower)

Sl.No.	Manpower / Nos. of posts	Category	Age Limit	Qualification	Work Experience
1	Machine Man cum production Assistant – 01 No.	Skilled	18 to 41 years	Diploma from any ITI in Electrical Engineering	3 years experience preferably in pharmaceutical industry
2	Machine Man cum production Assistant – 01 No.	Skilled	18 To 41 years	Diploma from any ITI in Mechanical Engineering	3 years experience preferably in pharmaceutical industry in machine operation like Automatic Liquid line up, Tableting machine, different grinders & pulverize etc.
3	Laboratory Assistant – 01 No.	Highly-Skilled	18 to 41 years	B.PHARMA/ B.Sc in Chemistry	3 years experience in pharmaceutical industry in Quality testing of Drugs.
4	Night Watcher -01 No.	Un - Skilled	18 to 41 years	7thPass. 3 years experience in a Regd. Security Agency. He /she should read, write and speak Odia and Hindi	Must have work experience of 03 yrs in a security agency
5	Sweeper – 01 No.	Un-Skilled	18 to 41 years	Literate	3 years experience in a Govt./Semi Govt./Private Office

SECTION -III

Schedule of Requirement:

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

Sl. No.	Name of the Institution	Name of the Post	No.
	Homoeopathy Pharmacy of Dr. A.C.H.M.C. & H, Bhubaneswar	Machine Man-cum-Production Assistant(Skilled)	2
		Night Watcher (Unskilled)	1
		Sweeper (Unskilled)	1
		Lab. Assistant (Highly-Skilled)	1
		Total	05

N.B.: It may be noted that the requirement given above is tentative only. Actual requirement may vary depending on further requirement / availability of fund etc.

SECTION – IV

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.
2. The Service Provider **must employ adult labor only**. Employment of child labor 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 41 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 or tender inviting 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 with permission of the tender inviting authority if it is desired so.
5. The Service provider shall be solely responsible for compliance to the provisions of various Labor and industrial laws, such as, wages, allowances, compensation, EPF & ESI, Bonus and Gratuity etc. relating to manpower to be deployed by it at the tender inviting Authority's location.
6. 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 tender inviting 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 Detailed.
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. The manpower service provider prior to signing of the agreement must provide an undertaking to this respect.

9. The Service Provider will also ensure that the manpower deployed are medically fit and will keep in record a certificate of their medical fitness. The Service Provider shall withdraw such manpower that is not found suitable by the tender inviting authority/ **Director of AYUSH, Odisha, Bhubaneswar** 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 tender inviting 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 tender inviting Authority/ **DIRECTOR OF AYUSH, Odisha, Bhubaneswar** shall not be liable for any compensation whatever the reason may be or in case of any fatal injury/death caused to any man power 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 Tender Inviting Authority and maintain liaison with the police. FIR will be lodged by the concerned tender inviting 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 Tender Inviting Authority due to lapse on the part of the personnel discharging duties, the same shall be borne by the Service Provider. The Tender Inviting 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, Tender Inviting Authority on approval of the **Director AYUSH** shall 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 leaves the job for any reason, 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 tender inviting authority for records before payment of the subsequent dues.
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 organization. Sub-contracting is not allowed under this agreement.
19. The Services 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 Principal Dr. ACHMC&H, BBSR, in the first week of the succeeding month. The payment will be released by the second week of the succeeding month. The percentage of GST/IT as applicable and instructed by State Govt. will be deducted from the payment as TDS.
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 Principal-cum-Superintendent, Dr. A. C. Homoeopathic Medical College and Hospital, Bhubaneswar for necessary records.
21. In case of dispute resolution relating to rights/ liabilities arising out of the agreement, the same shall be disposed of at the level of Tender inviting authority as the case may be and if it is not amicably settled between the tender inviting authority and the service provider then the **Director, AYUSH Odisha, Bhubaneswar**, will be the final authority and the decision of him will be binding for both the parties.
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 Tender Inviting Authority.
24. **The Director AYUSH, Odisha, Bhubaneswar** reserves the right to withdraw or relax any of the terms and condition mentioned above so as to overcome the problem encountered at later stage.
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 Honorable High court of Odisha.
27. Either party can terminate the agreement by giving one month's notice in advance. If the agency fails to give one month's 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 Tender Inviting Authority/ **Director of AYUSH, Odisha, Bhubaneswar** 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 the Principal Dr. ACHMC&H, BBSR, Odisha. And **Director of AYUSH**, respectively. The Manpower Service Provider will be bound by the details furnished to the Tender Inviting Authority while submitting the tender or at any subsequent stage. Mis- representation of documents/ information, leads to termination of agreement.
29. Authority means the Tender inviting authority who invites the tender and **Director, AYUSH – cum- MD,NAM, Odisha, Bhubaneswar.**

SECTION – V

TECHNICAL BID

COVERING LETTER

(BIDDER LETTER HEAD)

Location-

Date-

To

Name of the Tender Inviting Authority

Sub : Tender for Outsourcing of,, [Name of the man
power as per requirement of the concerned institution] etc.

Dear Sir,

I, the undersigned, offer to participate in the tender process to provide services for.....,.....,, etc in accordance with your Tender Notice No.....
: Dated..... . We are hereby submitting our proposal, which includes Technical Proposal and Financial Proposal sealed in separate envelopes.

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.

I remain,

Yours faithfully,

Authorized *Signatory with Date and Seal*

Name and Designation: _____

Address of the Bidder: _____

Phone and Mobile No.& Email address :

(FORM – T1)

1.	Name of the Bidder	
2.	Details of Bid Processing Fee and Earnest Money Deposit: (Separate Demand Draft for Bid processing Fees & EMD. Demand Draft Details)	D.D No.:
		Date:
		Amount (Rs.):
		Drawn on Bank:
3.	Name of the Director of the Bidding Firm	
4.	Full Address of Registered Office	Postal Address:
		Telephone No.:
		FAX No.:
		E-Mail Address:
5.	Name & telephone number of the authorized person signing the bid	Name and Designation:
		Mobile Number:
6.	Bank Name of the Service Provider	Account Number:
		Bank and Branch Name:
		IFSC Code
8.	PAN No. (Attach self attested copy)	
9.	GSTIN (Attach self attested copy.)	
10.	E.P.F. Registration No. (Attach self attested copy.)	
11.	E.S.I. Registration No. (Attach self attested copy.) Attach attested copy)	
12.	PSARA License No. & Valid up to (Applicable In case of Security Service)	

13	Acceptance to all the terms & Conditions of the tender (Yes/No).	
14	Power of Attorney/authorization letter for signing the of the bid documents	
15	Please submit an undertaking that no criminal case is pending with the police at the time of submission of bid.	
16	Kindly mention the total number of pages in the tender document.	

Financial Turnover of the bidder for the last 3 (three) financial years.

Financial Year *	Turn Over Amount (In INR)	Average Turnover (in INR]
2017-18		
2018-19		
2019-20		

**from the date of issue of tender*

17. Details of the similar service provided by the bidder in last 3 (three) years:

Sl. No.	Period	Name of Authority with Complete Address & Fax no	Type of services provided with details of manpower /machinery deployed	Contract Amount (in INR)	Duration	
					From	To
1	2017-18					
2	2018-19					
3	2019-20					

Declaration

I, Sri Son/Daughter/Wife of Sri _____
, Proprietor/ Director/ Authorized signatory of _____
(Name of the Service Provider), competent to sign this declaration and execute this tender;

I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them;

The information and documents furnished along with the tender are true and authentic to the best of my knowledge and belief. I am well aware of the fact that, furnishing of any false information / fabricated document would lead to rejection of our tender at any stage besides liabilities towards prosecution under appropriate law.

(Signature of Authorized Representative with seal)

Place:

Date:

Enclosures:

1. Bid Processing Fee in the form of D.D. in original
2. EMD in the form of Demand Draft in original
3. Copy of tender document (each page must be signed and sealed) with paging and an index on the front page of the Technical Bid
4. Duly filled Technical Bid and Financial Bid
5. List of Documents as applicable

FORM-T2

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:

FORM-T3

UNDERTAKING

[On the Bidder's Letter Head regarding not has 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:

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 stage, will be considered for opening of the financial bids. The financial bids shall be opened in the presence of the tender committee and bidders' 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***.

SECTION – VI
FINANCIAL BIDCOVERINGLETTER

(BIDDER LETTER HEAD)

Location-

Date-

To

Name of the Tender Inviting Authority

**Sub: Tender for Outsourcing of.....,,, etc in the
.....[Name & address of the institution] as per the requirement.**

Sir,

I, the undersigned, offer to provide the services for.....,, ,,,,,,etc in accordance with your Tender No.-----, Dated: . Our attached financial price is[**Insert amount(s) in words and figures**] for the proposed service. This amount is inclusive of the taxes applicable as per GST Act. I do hereby undertake that, in the event of acceptance of our bid, the services shall be provided in respect to the terms and conditions as stipulated in the tender document.

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.

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

Yours faithfully,

Authorized Signatory [*In full and initials*]

Name and Designation of Signatory with Date and seal

Sl No.	Category of Manpower	Total cost per month (30 days) in INR										
		Wages per unit (for one manpower) per month (30 days)	Total no. of units as per tender	Total amount of wages of all units for 30 days	EPF per unit (for one manpow er) per month(3 0 days) (Govt. share per person)	Total amount of EPF (Govt. share)of all units for 30 days	ESI per unit (for one manpower) per month(30 days) (Govt. share per person)	Total amount of ESI (Govt. share)o f all units for 30 days	Total (5+7+9)	Service Charge (on the amount of Col.10)	GST on (10+11)	Grand Total (10+11+ 12)
1	2	3	4	5	6	7	8	9	10	11	12	13

(FORM-F1)

FINANCIAL BID

- Bidder with lowest evaluated grand total cost taking all together of all the required service per unit all man powers as shown in col.13 will be taken into account for determination of L1 bidder
- The wage / remuneration for each category of service to be quoted must not be less than the latest Minimum Wage as notified by the Govt. of Odisha.
- The bids with “Nil” or very abnormally low quoted services charges will be treated as “Non responsive” and may lead to rejection.

Place:

Date:.....

(Sign and Seal of Bidder / Authorized Representative)

Sl.No.	Description	Submitted (Yes/No)	Page No.
TECHNICAL BID (ORIGINAL)			
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 (2017-18, 2018-19, 2019-20)		
8	Copy of Valid EPF & ESI Certificate		
9	Copy of valid PSARA License (in case of Security Services)/Labor license		
10	TECHNICAL BID duly filled in (Covering Letter, FORM- T1, 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 favor of the person signing the bid on behalf of the bidder.		
13	List of completed / on-going assignments of similar nature (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)		
16	Bank Pass Book & transaction statement of last Six Months of the Service provider		
17	Address proof of the office/ local office within the state of Odisha		
FINANCIAL BID (ORIGINAL)			
1	Covering Letter in Bidders Letter Head		
2	Duly Filled in Financial Bid (FORM- F1)		

SECTION – VII

BID SUBMISSION CHECK LIST

It is to be ensured that:

- All information has been submitted as per the 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: _____

SECTION – VIII

SERVICE AGREEMENT

(To be made on Rs. 100.00 Non Judicial Stamp Paper)

This **SERVICE AGREEMENT** is made on _____ between,
_____(Here in after called as the “**Authority**”) of the 1st Part
and _____ its principal place of business at
_____(Hereinafter called the “**Service Provider**”) of the 2nd 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 form 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 Services 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 of 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.

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 **[Name of the concerned office under the Director, AYUSH – cum – Mission Director, ODISHA, and Bhubaneswar]** as per the requirement. 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]

Witness1:

Witness2:

For and on behalf of [SERVICE PROVIDER]

[Name and Designation of the Representative with seal]

Witness1:

Witness2:

PERFORMANCE BANK GUARANTEE FORMAT

To

NAME & ADDRESS OF THE TENDER INVITING AUTHORITY

WHEREAS _____ (Name and address of the Service Provider) (hereinafter called "the Service Provider") has undertaken, in pursuance Contract No. _____ Dated _____ to undertake the service (description of services) (herein after called "**the contract**").

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 a 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 of (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 Date _____ 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
Contract No.
Dated

To undertake the service

(Description of services) (Herein after called "**the contract**").

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 a 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 of (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 a tour _____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