

Odisha State AYUSH Society
Directorate of AYUSH
Deptt. of Health & Family Welfare,
Govt. of Odisha Bhubaneswar



TENDER DOCUMENT

For providing Services of Programme Manager, Consultants, Finance Manager, Accounts Manager and HIMS Manager to the Odisha State AYUSH Society (OSAS), Bhubaneswar for functioning of State Programme Management Unit (SPMU) and Analyst to the State Drug Testing & Research Laboratory (ISM), Bhubaneswar by a Private Manpower Service Provider :-

- (a) Period of issue of Tender Document :09.10.2015 to 04.11.2015
- (b) Last date and time for submission of Tender Documents :04.11.2015 by 4.00 P.M.
- (c) Date and time for opening of
 - (i) Technical Bids :05.11.2015 at 4.00 P.M.
 - (ii) Financial Bids of eligible Bidders :07.11.2015 at 4.00 P.M.
- (d) Likely date for commencement of deployment of required manpower :01.12.2015

CONTENTS OF TENDER DOCUMENT

Sl. No.	Description of contents	Page Number
1	Scope of work and general instructions for service bidders	03-05
2	Technical specifications for the service provider and the manpower to be deployed in the Society /Offices by the service provider	06-09
3	Tender Form(Application) – Technical Bid	10-12
4	Tender Form(Application) – Financial Bid	13
5	Bid Evaluation	14
6	Terms & Condition	15-19
7	Documents to be submitted by the successful Agency before deployment of Manpower	20
8	Form of Agreement with terms & Condition of the Agreement	21-26

SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS

1. The Odisha State AYUSH Society, Directorate of AYUSH, Odisha, Bhubaneswar requires the services of reputed, well established and financially sound Manpower Service Providers to provide services of Programme Manager, Consultants, Finance Manager, Accounts Manager and HIMS Manager to the Odisha State AYUSH Society(OSAS), Bhubaneswar for functioning of State Programme Management Unit(SPMU) and Analyst to the State Drug Testing & Research Laboratory(ISM), Bhubaneswar on contract basis for day to day official work.

2. The contract for providing the aforesaid is likely to commence from **1.12.2015 and would continue till 30.11.2016**. The period of the contract may be further extended beyond 30.11.2016 provided the requirement of the Society for manpower persists at the time or may be curtailed/terminated before 30.11.2016 owing to deficiency in service or substandard quality of manpower deployed by the selected Service Provider or because of change in the Society's requirements. The Directorate, however, reserves right to terminate this initial contract at any time after giving one week's notice to the selected Service Provider.

3. This Odisha State AYUSH Society has tentative requirement for **Programme Manager(One), Consultants(Two), Finance Manager(One), Accounts Manager(One) and HIMS Manager(One)for functioning of SPMU and Analyst(Two)to the State Drug Testing & Research Laboratory(ISM), Bhubaneswar**. The requirements may increase/decrease in any/all the categories.

4. The estimated cost of the contract is **Rs.28,93,200.00 (Rupees twenty eight lakh ninety three thousand two hundred)** only.

5. The interested Manpower Service Providers may submit the tender document complete in all respects along with **Earnest Money Deposit (EMD) of Rs.14,466.00 (Rupees fourteen thousand four hundred sixty six)** only and other requisite documents by **04.11.2015 upto 4.00 P.M.** at Odisha State AYUSH Society (OSAS), Directorate of AYUSH, Heads of Department Building, 3rdFloor (Annex),Unit-V, Bhubaneswar-751001.

6. The various crucial dates relating to "Tender for Providing Manpower Services to the Odisha State AYUSH Society ,Directorate of AYUSH, Bhubaneswar" are cited as under:

(a)Period of Issue of Tender Document	:09.10.2015 to 04.11.2015
(b)Last date and time for submission of Tender document	:04.11.2015 by 4.00 P.M.
(c)Date and time for opening of	
(i) Technical Bid	:05.11.2015 at 4.00 P.M.
(ii) Financial Bids of eligible Tenders and selection	:07.11.2015 at 4.00 P.M.
(d) Likely date for commencement of Development of required manpower	:01.12.2015

7. The tender has been invited under two bid system i.e. **Technical Bid** and **Financial Bid**. The interested agencies are advised to submit two separate sealed envelopes superscribing **“Technical Bid for Providing Manpower Services to Odisha State AYUSH Society, Directorate of AYUSH, Bhubaneswar”** and **“Financial Bid for Providing Manpower Services to Odisha State AYUSH Society, Directorate of AYUSH, Bhubaneswar”**. Both sealed envelopes should be kept in a third sealed envelope super scribing **“Tender for Providing Manpower Services to Odisha State AYUSH Society, Directorate of AYUSH, Odisha, Bhubaneswar”**.

8. The **Earnest Money Deposit (EMD) of Rs.14,466.00 (Rupees fourteen thousand four hundred sixty six only)**, refundable (without interest), should be necessarily accompanied with the Technical Bid of the service provider in the form of Demand Draft / Pay Order drawn in favour of Director AYUSH-cum-Mission Director, National AYUSH Mission, Odisha failing which the tender shall be rejected summarily.

9. The successful tenderer will have to deposit a **Performance Security Deposit of Rs.2,89,320/- (Rupees two lakh eighty nine thousand three hundred twenty only)** in the form of Bank Guarantee from any Nationalised Bank drawn in favour of Director AYUSH-cum-Mission Director, National AYUSH Mission, Odisha covering the period of contract. In case, the contract is further extended beyond the initial period, the Bank Guarantee will have to be accordingly renewed by the successful tenderer.

10. The Tendering Manpower Service providers are requested to enclose photocopies of the following documents (duly attested by Group “A” Gazetted Officer of the State Governments/Central Government), along with the Technical Bid, **failing which their bids shall be summarily/ out rightly rejected and will not be considered any further:**

- (a) Registration of the applicant organisation;
- (b) Copy of PAN/GIR card;
- (c) Copy of the IT return filed for the last three financial years;
- (d) Copies of EPF and ESI certificates;
- (e) Copy of the Service Tax registration certificates;
- (f) Certified extracts of the Bank Account containing transactions during last three years;

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

12. All entries in the tender form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorised signatory may be attached. **No overwriting or cutting is permitted in the Financial Bid Form. In such cases, the tender shall be summarily rejected.** However, the cuttings, if any, in the Technical Bid Application must be initialed by the person authorised to sign the tender bids.

13. The Technical bids shall be opened on the scheduled date and time at 4.00 P.M on 05.11.2015, in the office room of Director AYUSH-cum-Mission Director, National AYUSH Mission, Odisha, Bhubaneswar, in the presence of the representatives of the Manpower Service Providers, if any who wish to be present on the spot at that time.

14. The Financial Bid of only those tenderers will be opened whose Technical bids are found in order. The Financial bids shall be opened at 4.00 PM on 07.11.2015 in the office room of Director AYUSH-cum-Mission Director, National AYUSH Mission, Odisha, Bhubaneswar, in the presence of the representatives of the Manpower Service Providers, if any, who wish to be present on the spot at that time.

15. Director AYUSH-cum-Mission Director, NAM, Odisha reserves the right to annul all bids without assigning any reason.

**TECHNICAL REQUIREMENTS FOR THE TENDERING MANPOWER
SERVICE PROVIDER**

1. The tendering manpower service provider should fulfil the following technical specifications :
 - (a) The registered office or one of the branch offices of the manpower service provider should be located within the jurisdiction of the user Directorate/Office. Besides, if the Head of Department/Controlling Officer are procuring manpower for deployment in their Field Office(s), then the manpower service provider should provide the name, designation and contact number of the person to liaise with the said Field Office(s).
 - (b) They should be registered with the appropriate registration authority;
 - (c) They should have at least three years' experience in providing manpower to Government Departments, Public Sector Companies/Banks, etc.;
 - (d) They should have their own Bank Account;
 - (e) They should be registered with Income Tax and Service Tax departments;
 - (f) They should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts.
 - (g) They should have any other regulatory clearance that may be required for providing manpower services.
 - (h) The applying agency should have minimum turn-over of **Rs.2 Cr.**(Two Crore) each in last three years. Auditor's certificate to this effect to be submitted as proof of financial turn over.
 - (i) Execution of contracts of similar type during preceding 3 years of value equal or more than 60% of the estimated cost of the present contract.

TECHNICAL REQUIREMENTS FOR MANPOWER TO BE DEPLOYED

BY THE SUCCESSFUL MANPOWER SERVICE PROVIDER IN THE ODISHA STATE AYUSH SOCIETY & STATE DTL(ISM), BHUBANESWAR

1. She/he should be above 18 years of age and not exceeding 40 years.
2. The minimum Educational Qualification and responsibility for the candidates to be engaged under the Directorate/society is as under.

Sl No	Personnel	Responsibility	Qualification / Experience
1	State Programme Manager (SPM)-01	<ul style="list-style-type: none">• State Programme Manager (SPM) will have the responsibility for overall management of PMU. He will be responsible for coordination between Directorate of AYUSH and other Stakeholders for effective delivery.• Responsible for preparation of State Annual Action Plan(SAAP) for appraisal of E.C/G.B for submission of Govt. of India as per schedule.• Organise all meetings, training, conferences, policy review studies/survey and inter-state exchange visit for improving the implementation of NAM in the State.• Provide strategic inputs, guidance and leadership on matters relating to planning, management of the programme under NAM.• Guide the team to develop and apply monitoring and evaluation criteria to measure the effectiveness and outcomes of initiatives undertaken by the Odisha State AYUSH Society.• Responsible for expenditure and implementation of mission programme as per guide line of OSAS.	MBA (General Management / Rural Management) from a recognized University / Institution with minimum 60% marks. She/he should have minimum 5 years of post qualification experience (2 years in social / developmental sector and 3 years in health sector). She/he should have computer knowledge in MS office.
2	Finance Manager-01	<ul style="list-style-type: none">• Finance Manager will be responsible for providing financial guideline for utilization of fund and submission of its utilization certificate to Govt. of India in due time.• Responsible for budget provision	The candidate should have an inter CA / Inter ICWA with minimum 5 years of post qualification experience from a reputed organisation /institution. Computer proficiency with

		<p>along with State matching share.</p> <ul style="list-style-type: none"> • Undertake financial monitoring and evaluation of the implemented scheme. • Undertake financial audits of projects, as and when required by the Directorate. • Provide technical inputs in ToR preparation during procurement process and also provide support during contract management • Responsible for all financial activities necessary to fulfil the objective of PMU. 	<p>high level of familiarity in MS office and accounting package (Tally) is required.</p>
3	Accounts Manager-01	<ul style="list-style-type: none"> • Accounts Manager will be responsible for maintaining the accounts, record and providing financial guideline for utilization of fund and submission of its utilization certificate to Govt. of India in due time. • Undertake financial monitoring and evaluation of the implemented scheme. • Undertake financial audits of projects, as and when required by the Directorate. • Responsible for all financial activities necessary to fulfil the objective of PMU. 	<p>The candidate should have post graduate in commerce from a recognised institution with 60% marks and minimum 5 years of post qualification experience. Computer proficiency with high level of familiarity in MS office and accounting package (Tally) is required.</p>
4	HMIS Manager-01	<ul style="list-style-type: none"> • The primary Responsibilities of the HMIS manager will be to improve the IT systems and proactively recommend ways to make it more efficient and user-friendly as well as centrally maintain the database and ensure effective information. • Collection and Compilation of operational data in the field / programme at various levels and at an agreed interval. • Report generation of various AYUSH institution being undertaken at field level. • Provide technical handholding support in creating effective MIS database. • To coordinate and facilitate for maintenance of database for the AYUSH sector including manpower, co-location under NHM, AYUSH Hospitals & Dispensaries. • To undertake any other reasonable 	<p>The candidate should have BE / B.Tech from a reputed university / institution. Should have minimum of 3 years post qualification experience, preferably in health sector. Computer proficiency with high level familiarity with commonly used MS office and data base packages is required.</p>

		duties as may be requested from time to time.	
5	Consultant-02	<ul style="list-style-type: none"> To provide support for planning and implementation of Mainstreaming of AYUSH. Examination of State SAAPs and preparation of comments on them and coordinate between State NHM /AYUSH Directorate. To coordinate and facilitate the States for maintenance of database for the AYUSH sector including manpower, co-location under NHM, AYUSH Hospitals & Dispensaries. To submit technical reports (including when necessary brief action points) on status of Mainstreaming. To assist in preparing different training modules and training materials curriculum and guidelines etc. in consultation with the State Government Technical officials. To help Nodal Officers of the Directorate to organize TOTs, Expert Committee meetings and other meetings and workshops as required from time to time. Any other work assigned by officers time to time. 	<p>Out of two consultants, one from Ayurvedic and other from Homoeopathic discipline. The candidate must have completed MD(Ay)/MD(Hom) from a recognised university with following additional qualification.</p> <p>i. Master in Health care Administration or ii. Post Graduate Diploma in Hospital / Health Care Management. Either of the two must be from recognized University / Institution.</p> <p>Experience – Must have at least 5 years experience in Health sector in the relevant field. Candidates having administrative experience may be preferred.</p>
6	Analyst-02	<ul style="list-style-type: none"> To assist the scientific officer of the concerned section of the laboratory in testing of ASU drugs. Any other work assigned by Head of the laboratory time to time. 	<p>Out of two analysts to be engaged, one shall be for Botany/Pharmacognosy laboratory, the candidate should have B.Sc with Botany Hons. and for Chemistry section, one should have B.Sc with Chemistry Hons. from a recognised university.</p>

The above positions are purely temporary and also co-terminus with the scheme. The qualification, experience mentioned against each position is indicative which is subject to change depending upon the availability and suitability of the candidates at the discretion of Director AYUSH-cum-Mission Director, National AYUSH Mission, Odisha, Bhubaneswar.

TENDER FORM (Application)

COVER-A(TECHNICAL BID)

(Please arrange the documents serially in the order as mentioned in the format below)

1	Name of the Tendering Manpower Service Provider	
2	Registered office Address of the firm /Agency Telephone No Fax No. Email ID	
3	Office address of the Branch office in Bhubaneswar (if any) (If registered office is not in Bhubaneswar) Telephone No Fax No. Email ID	
4	Name of authorized signatory (in block letters)	
5	Specimen signature of authorized signatory	
6	Telephone number of authorized signatory Firm /Agency	
7	Draft number, Name of Bank & date of the EMD of Rs. 14,466/-submitted by the firm/Agency (yes/No)	
8	Registration no . of the Firm/Company	(also Furnish attested Photocopy of Firm/company registration certificate)
9	Registration Certificate (Labour) No.	(also Furnish attested Photocopy of labour registration certificate)
10	Service Tax Registration No.	(Also Furnish attested Photocopy of Service Tax Registration)
11	PAN / GIR No. (furnish Photo Copy of PAN / GIR)	(also Furnish attested photocopy of PAN/ GIR)
12	P.F. Registration No.	(also furnish attested Photocopy of P.F. Registration Certificate)

13	E.S.I. Registration No.	(also furnish attested Photocopy of E.S.I. Registration Certificate)
14	No. of DEO/Support Staffs available with the agency	
15	Annual Turnover Certificate duly attested by a Chartered Accountant (In the letter head of Chartered Accountant) to this effect with year wise break up. Audited Profit & Loss Account Indicating turnover duly signed by chartered accountant submitted for last three financial years.	2012-13 : 2013-14 : 2014-15 : (Attach turnover certificate duly attested by a Chartered Accountant to this effect with year wise break up. Also attach photocopies of the audited P/L account of each year indicating turnover)
16	The organization have to submit the Affidavit (On original Stamp Paper of relevant value certified by Notary) with the following clauses: 01. Our organization has not been blacklisted by any Government Organization 02. Our organization does not have any legal suit / criminal case pending against it for violation of PF /ESI/MW Act or any other law. 03. Our organization agrees to abide by all terms & conditions of tender. 04. The price quoted by our organization is inclusive of minimum take home pay mentioned in the tender, all statutory charges, administrative taxes.	Submit the Affidavit
17	Certified copy of the Bank Account of Agency/Firm for last three years	
18	Attested copy of the latest IT return filed by agency	
19	Copy of the terms and conditions at pages 23-26 in Tender Document with each page duly signed and sealed by the authorized Signatory of the agency in token of their acceptance.	
20	Authorization of the Agency/Firm	
21	All documents submitted shall be signed by the authorized signatory of the firm/agency	

22. 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): (also enclose photocopies of the contract/work order serially in the order as mentioned in the format below).

Sl. No.	Name of client address, telephone & Fax No..	Manpower Services Provider		Amount of contract (Rs.in lakhs)		
		Type of Manpower provided	No.		From	To

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

DECLARATION

- i. I, _____ Son/Daughter/Wife of Shri _____ Proprietor/Director/Authorized signatory of the service provider, mentioned above, am component to sign this declaration and execute this tender document.
- ii. I have carefully read and understood all the terms and conditions of the tender and undertake to abide them.
- iii. The information/documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I/we, am /are well aware of the fact that furnishing of any false information/fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Signature of authorized person

Full Name:

Seal:

Date :

Place :

TENDER FORM
COVER-B (FINANCIAL BID)

**MONTHLY RATE FOR PROGRAMME MANAGER, FINANCE MANAGER, CONSULTANT,
ACCOUNTS MANAGER, HMIS MANAGER & ANALYST**

(Rate per person per month inclusive of all statutory liabilities, taxes, levis, cess etc.)

1. Name of tendering Manpower Service Provider :

Sl. No.	Manpower Type	Monthly Rate per person (in Rs.)						*** Total per person/Month
		* Take Home Remuneration	EPF (Employer's Share 13.61 %)	ESI (Employer's Share 4.75 %)	Other statutory dues, if any	**Service Charge	Service Tax (14%)	
1	Programme Manager							Rs.44,000.00
2	Finance Manager							Rs.40,000.00
3	Consultant							Rs.38,000.00
4	Accounts Manager							Rs.37,800.00
5	HMIS Manager							Rs.28,300.00
6	Analyst							Rs.15,000.00

* The selection will be made based on maximum value of take home remuneration taking all together of the posts.

** The bidder is required to quote the price (Service Charge), which is reasonable and commercially feasible. The price offered towards service charges by the Agency should not be unreasonable.

*** The total remuneration of the above manpower per month is fixed which is inclusive of all statutory/taxation liabilities in force (wherever applicable) at the time of submission of financial bid.

Date : _____ Signature of authorized person
Place : _____ Full Name : _____
Seal : _____

Notes :

1. The payment shall be made on conclusion of the calendar month only on the basis of no. of working days for which duty has been performed by each manpower.

BID EVALUATION:

The **Technical Bid** will be evaluated on a scale of 50 marks and the break up for each criterion would be as follows:

Sl. No.	Evaluation Criteria	Max. Marks
A	Minimum Annual Turnover from manpower agencies/service provider over the last three financial years 5 marks for Rs.5.00 Crore turnovers and 1 mark for each additional Rs.2.00 Crore up to a maximum of 10 marks.	10
B	Past experience of working as a Programme/ Project Management unit with Central / State Government / PSU/Semi Govt./Corporation/Govt. owned society with minimum duration of more than 6 months with a minimum turnover of Rs. 25 lakhs 10 marks for 2 assignments and 2.5 marks for each additional assignment up to a maximum of 20 marks	20
C	Past experience in similar assignments(*) in the Health sector in last 3 years with a minimum turnover of Rs. 25 lakhs 10 marks for two assignments and 5 mark each for similar additional assignment up to a maximum of 20 marks	20

*Similar assignment indicates outsourcing of manpower of any PMU of Health Sector (Preference) or any other sector with similar kind of manpower.

FINANCIAL BID:

The Financial Bid will be evaluated as per maximum value of take home remuneration quoted altogether of the posts.

TERMS & CONDITIONS

GENERAL

1. The Agreement shall commence from 01.12.2015 and shall continue till 30.11.2016 unless it is curtailed or terminated by the authority owing to deficiency of service, sub-standard quality of manpower deployed, breach of contract etc. or change in requirements.
2. The Agreement shall automatically expire on 30.11.2016 unless extended further by the mutual consent of the Manpower Service Provider and the Authority.
3. The Agreement may be extended, on the same terms and conditions, or with some additions/deletions/modifications, for a further specific period mutually agreed upon by the Manpower Service Provider and the Authority.
4. Manpower Service Provider shall not be allowed to transfer, assign, pledge or subcontract the rights and liabilities under this Agreement to any other agency or organisation by whatever name be called without the prior written consent of the Authority.
5. The Society/Directorate, at present, has tentative requirements of Programme Manager, Consultants, Finance Manager, Accounts Manager and HIMS Manager for functioning of State Programme Management Unit(SPMU) and Analyst to the State Drug Testing Laboratory(ISM), Bhubaneswar on urgent basis. The requirement of the society may further increase or decrease marginally, during the period of initial contract also and the tenderer would have to provide additional manpower services, if required, on the same terms and conditions.
6. Manpower Service Provider will be bound by the details furnished by it to the Authority while submitting the tender or at subsequent stage. In case, any of such documents furnished by it is found to be false at any stage, it would be deemed to be a breach of terms of Agreement making it liable for legal action besides termination of the Agreement.
7. The Authority reserves the right to terminate the Agreement during initial period also after giving 15 days' notice to the Manpower Service Provider.
8. The persons deployed shall be required to report for work at 10.00 AM to the Director AYUSH-cum-M.D., NAM, Odisha or such other Officer as may have been kept in charge of the Office Establishment of the office concerned and would leave at 5.00 P.M. and may also require to work beyond 5.00 PM for which he would not be paid any extra remuneration. In case, the person deployed remains absent on a particular day or comes late/leaves early on three occasions, proportionate deduction from the remuneration for one day will be made.
9. The Manpower Service Provider shall nominate a coordinator who shall be responsible for immediate interaction with the Directorate/Society so that

optional services of the persons deployed could be availed without any disruption.

10. The entire financial liability in respect of manpower services deployed in the Society or Office concerned shall be that of the Manpower Service Provider and the Society. It will be the responsibility of the Manpower Service Provider to pay to the person deployed a sum not less than the rate quoted in the financial bid and adduce such evidence as may be required by the Society or Office concerned.
11. For all intents and purposes, the Manpower Service Provider shall be the “Employer” within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Manpower Service Provider shall not have any claim whatsoever like employer and employee relationship against the Society/Directorate.
12. The Manpower Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The Directorate/Society shall, in no way, be responsible for settlement of such issues whatsoever. In case the grievances of the deployed person are not attended to by the Manpower Service Provider the deployed person can place their grievance before a Joint Committee consisting of a representative of the Directorate/Society or Office concerned and an Authorised representative of the Manpower Service Provider.
13. The Society shall not be responsible for any financial loss or any injury to any person deployed by the Manpower Service Provider in the course of their performing the functions/duties, or for payment towards any compensation.
14. The persons deployed by the Manpower Service Provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular / confirmed employees during the currency or after expiry of the Agreement.
15. In case of termination of this Agreement on its expiry or otherwise, the persons deployed by the Manpower Service Provider shall not be entitled to and shall have no claim for any absorption in regular or other capacity.
16. The person deployed shall not claim any benefit or compensation or absorption or regularisation of deployment with office under the provision of rules and Acts. **Undertaking from the person deployed to this effect shall be required to be submitted by the Manpower Service Provider.**
17. The Manpower Service Provider must be registered with the concerned Govt. Authorities, i.e. Labour Commissioner, Provident Fund Authorities, Employees State Insurance Corporation etc., and a copy of the registration should be submitted. The Manpower Service Provider shall comply with all the legal requirements for obtaining License under Contract Labour (Regulations and Abolition) Act, 1970 if any, at his own part and cost.*
18. The Manpower Service Provider shall provide a substitute well in advance if there occurs any probability of the persons leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be responsibility of the Manpower Service Provider. The

Manpower Service Provider shall be responsible for contributions towards Provident Fund and Employees State Insurance, wherever applicable.

19. The persons deployed by the Manpower Service Provider should have good police records and no criminal case should be pending against them.
20. The persons deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote good will and enhance the image of the Society or office concerned. The Manpower Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.

*Note:- Registration / License under the Contract Labour (Regulation and Abolition) Act, 1970 is applicable Manpower Service Provider employing more than 20 workmen.

LEGAL

21. The persons deployed shall, during the course of their work be privy to certain qualified documents and information which they are not supposed to divulge to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make the Manpower Service Provider as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract.
22. The Manpower Service Provider shall be responsible for compliance of all statutory provisions relating to minimum wages payable to different types of worker in respect of the persons deployed by it in the Society or office concerned. The Society or office concerned shall have no liability in this regard.
23. The Manpower Service Provider shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to the Society/Directorate or office concerned to the concerned tax collection authorities, from time to time, as per the rules and regulations in the matter. Attested Xerox copies of such documents shall be furnished to the Society or office concerned.
24. The Manpower Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of the Society or office concerned or any other authority under law.
25. The Tax deduction at Source (T.D.S.) shall be done as per the provisions of Income Tax Act/Rules, as amended, from time to time and a certificate to this effect shall be provided by the Society or office concerned.
26. In case, the Manpower Service Provider fails to comply with any liability under appropriate law, and as a result thereof, the Society or the office concerned is put to any loss / obligation, monetary or otherwise, the Directorate or the office concerned will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Manpower Service Provider, to the extent of the loss or obligation in monetary terms.

27. The Agreement is liable to be terminated because of non-performance, deviation of terms and conditions of contract, non-payment of remuneration of employed persons and non-payment of statutory dues. The Society or Office concerned will have no liability towards non-payment of remuneration to the persons employed by the Manpower Service Provider and the outstanding statutory dues of the service provider to statutory authorities. If any loss or damage is caused to the Society or Office concerned by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.

FINANCIAL

28. The Technical Bid should be accompanied with an Earnest Money Deposit (EMD), refundable without interest, of **Rs.14,466.00 (Rupees fourteen thousand four hundred sixty six only)** in the form of Demand Draft / Pay Order drawn in favour of Director AYUSH-cum-Mission Director, National AYUSH Mission, Odisha failing which the tender shall be rejected out rightly.

29. The Earnest Money Deposit in respect of the agencies which do not qualify the Technical Bid (First Stage) / Financial Bid (Second competitive stage) shall be refunded to them without any interest. In case of successful tenderer if the agency fails to deploy the required manpower against the initial requirement within 30 days from date of placing the order the EMD shall stand forfeited without giving any further notice.

30. The successful tender will have to deposit a Performance Security Deposit of **Rs.2,89,320.00 (Rupees two lakh eighty nine thousand three hundred twenty)** only in the form of Bank Guarantee from only Nationalised Bank drawn in favour of the Authority covering the period of contract. In case, the contract is further extended beyond the initial period, the Bank guarantee will have to be accordingly renewed by the successful tenders. The amount of performance security deposit is to be determined by the Authority taking into account the contractual obligation of the manpower service provider.

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

32. The Manpower Service Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by the Society or Office concerned in respect of the persons deployed and submit the same to the prescribed authority in the first week of the succeeding month.

As far as possible the payment will be released by the second week of the succeeding month.

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

34. The amount of penalty calculated @Rs.100/- per day on account of delay, if any, in providing a suitable substitute for the period beyond three working days by the Manpower Service Provider shall be deducted from its monthly bills in the succeeding month.

35. The Authority reserves the right to withdraw or relax any of the terms and condition mentioned above so as to overcome the problem encountered at a later stage.
36. 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.
37. All disputes shall be under the jurisdiction of the court at Bhubaneswar.
38. The successful bidder will enter into an agreement with this Society/office for supply of suitable and qualified manpower as per requirement of this Society on the above terms and conditions.
39. The successful bidder will nominate the required man power on 1:3 proportionate of post which will be selected for engagement by the selection committee at OSAS level in presence of the representative of the successful bidder.

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

1. List of Manpower(Three times against each category of post i.e 1:3) shortlisted by agency for deployment in Odisha State AYUSH Society/State DTL(ISM), Bhubaneswar, containing full details i.e. date of birth, marital status, address, educational qualification etc.

2. Bio-data of all persons.

3. Any other document considered relevant.

AGREEMENT

This Agreement is made on this _____ day of between the Governor of Odisha represented by _____, here-in-after referred to as the “Authority” which expression shall, where the context so requires or admits, also include its successors or assignees of the one part;

And

M/s _____ represented by Sri _____, here-in after called the “Manpower Service Provider” which expression shall, where the context so requires or admits, also include its successors or assignees of the other part.

Whereas, the “Authority” desires that the services of “_____” are required in _____ Directorate /Office;

And whereas the “Manpower Service Provider” has offered its willingness to the same in conformity with the Provisions of the agreement;

And whereas the “Authority” has finalized the rate as per the terms and conditions of the agreement to the “Manpower Service Provider”

Now this agreement witnesses as below:-

1. That the Annexure containing the Terms and Conditions shall be deemed to form and to be read and construed as part of this agreement.
2. That in consideration of the payment to be made by the “Authority” to the “Manpower Service Provider”, the “Manpower Service Provider” hereby agrees with the “Authority” to provide personnel to be engaged as “_____” in the _____ (name of the Directorate/Office) in conformity with the provisions of the Terms and Conditions.
3. That the “Authority” hereby further agrees to pay the “Manpower Service Provider” the contract price at the time and in the manner prescribed in the said Terms and Conditions.
4. That in the event of any dispute that may arise it shall be settled as per the Terms and conditions of the contract.
5. That this agreement is valid upto _____.

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

**Signature of the Officer
Authorized to sign on behalf of
Manpower Service Provider**

**Signature of the Authority
An officer acting in the premises
for an on behalf of the
Government of Odisha**

In the presence of witness:-

- Witness**
1. Name:.....
Address :.....
 2. Name:.....
Address:.....

- Witness**
1. Name.....
Address :.....
 2. Name :
Address :

TERMS & CONDITIONS OF THE AGREEMENT

1. The Agreement shall commence from **01.12.2015** and shall continue till **30.11.2016** unless it is curtailed or terminated by the authority owing to deficiency of service, substandard quality of manpower deployed, breach of contract etc. or change in requirements
2. The Agreement shall automatically expire on **30.11.2016** unless extended further by the mutual consent of the Manpower Service Provider and the Authority.
3. The Agreement may be extended, on the same terms and conditions, or with some additions/deletions/modifications, for a further specific period mutually agreed upon by the Manpower Service Provider and the Authority.
4. Manpower Service Provider shall not be allowed to transfer, assign, pledge or subcontract the rights and liabilities under this Agreement to any other agency organisation by whatever name be called without the prior written consent of the Authority.
5. Manpower Service Provider will be bound by the details furnished by it to the Authority while submitting the tender or at subsequent stage. In case, any of such documents furnished by it is found to be false at any stage, it would be deemed to be a breach of terms of Agreement making it liable for legal action besides termination of the Agreement.
6. The Authority reserves the right to terminate the Agreement during initial period also after giving 15 days' notice to the Manpower Service Provider.
7. The persons deployed shall be required to report for work at 10.00 AM to the Director AYUSH –cum-MD, NAM, Odisha, Bhubaneswar or such other Officer as may have been kept in charge of the Society and would leave at 5.00 P.M. and may also require to work beyond 5.00 PM for which he would not be paid any extra remuneration. In case, the person deployed remains absent on a particular day or comes late/leaves early on three occasions, proportionate deduction from the remuneration for one day will be made.
8. The Manpower Service Provider shall nominate a coordinator who shall be responsible for immediate interaction with the Directorate/OSAS/Office so that optional services of the persons deployed could be availed without any disruption.
9. The entire financial liability in respect of manpower services deployed in the Society or Office concerned shall be that of the Manpower Service Provider and the Society or Office concerned will in no way be liable. It will be the responsibility of the Manpower Service Provider to pay to the person deployed a sum not less than the rate quoted in the financial bid and adduce such evidence as may be required by the Society or Office concerned.
10. For all intents and purposes, the Manpower Service Provider shall be the “Employer” within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Manpower Service Provider shall not have any claim whatsoever like employer and employee relationship against the Society or Office concerned.

11. The Manpower Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The Society shall, in no way, be responsible for settlement of such issues whatsoever. In case the grievances of the deployed person are not attended to by the Manpower Service Provider the deployed person can place their grievance before a Joint Committee consisting of a representative of the Society or Office concerned and an Authorised representative of the Manpower Service Provider.
12. The Society shall not be responsible for any financial loss or any injury to any person deployed by the Manpower Service Provider in the course of their performing the functions/duties, or for payment towards any compensation.
13. The persons deployed by the Manpower Service Provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular / confirmed employees during the currency or after expiry of the Agreement.
14. In case of termination of this Agreement on its expiry or otherwise, the persons deployed by the Manpower Service Provider shall not be entitled to and shall have no claim for any absorption in regular or other capacity.
15. The person deployed shall not claim any benefit or compensation or absorption or regularisation of deployment with office under the provision of rules and Acts. Undertaking from the person deployed to this effect shall be required to be submitted by the Manpower Service Provider.
16. The Manpower Service Provider must be registered with the concerned Govt. Authorities, i.e. Labour Commissioner, Provident Fund Authorities, Employees State Insurance Corporation etc., and a copy of the registration should be submitted. The Manpower Service Provider shall comply with all the legal requirements for obtaining License under Contract Labour (Regulations and Abolition) Act, 1970 if any, at his own part and cost, if required under the Act.
17. The Manpower Service Provider shall provide a substitute well in advance if there occurs any probability of the persons leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be responsibility of the Manpower Service Provider. The Manpower Service Provider shall be responsible for contributions towards Provident Fund and Employees State Insurance, wherever applicable.
18. The persons deployed by the Manpower Service Provider should have good police records and no criminal case should be pending against them.
19. The persons deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote good will and enhance the image of the Society or office concerned. The Manpower Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.
20. The persons deployed shall, during the course of their work be privy to certain qualified documents and information which they are not supposed to divulge to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make the Manpower

Service Provider as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract.

21. The Manpower Service Provider shall be responsible for compliance of all statutory provisions relating to minimum wages payable to different types of worker in respect of the persons deployed by it in the Directorate or office concerned. The Society or office concerned shall have no liability in this regard.
22. The Manpower Service Provider shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to the OSAS or office concerned to the concerned tax collection authorities, from time to time, as per the rules and regulations in the matter. Attested Xerox copies of such documents shall be furnished to the Society or office concerned.
23. The Manpower Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of the Directorate or office concerned or any other authority under law.
24. The Tax deduction at Source (T.D.S.) shall be done as per the provisions of Income Tax Act/Rules, as amended, from time to time and a certificate to this effect shall be provided by the Society or office concerned.
25. In case, the Manpower Service Provider fails to comply with any liability under appropriate law, and as a result thereof, the Society or the office concerned is put to any loss / obligation, monetary or otherwise, the Society or the office concerned will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Manpower Service Provider, to the extent of the loss or obligation in monetary terms.
26. The Agreement is liable to be terminated because of non-performance, deviation of terms and conditions of contract, non-payment of remuneration of employed persons and non-payment of statutory dues. The Society or Office concerned will have no liability towards non-payment of remuneration to the persons employed by the Manpower Service Provider and the outstanding statutory dues of the service provider to statutory authorities. If any loss or damage is caused to the Society or Office concerned by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.
27. In case of breach of any terms and conditions attached to this agreement, the Performance Security Deposit of the Manpower Service Provider shall be liable to be forfeited besides annulment of the Agreement.
28. The Manpower Service Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by the Directorate or Office concerned in respect of the persons deployed and submit the same to the prescribed authority in the first week of the succeeding month. As far as possible the payment will be released by the second week of the succeeding month.
29. The claims in bills regarding Employees State Insurance, Provident Fund, and Service Tax etc. wherever applicable should be necessarily accompanied with documentary proof pertaining to the concerned bill month. A requisite portion of the bill or whole of the bill amount shall be held up till such proof is furnished, at the discretion of the OSAS or Office concerned.

30. The amount of penalty calculated @ Rs.100 per day on account of delay, if any, in providing a suitable substitute for the period beyond three working days by the Manpower Service Provider shall be deducted from its monthly bills in the succeeding month.
31. The Authority reserves the right to withdraw or relax any of the terms and condition mentioned above so as to overcome the problem encountered at a later stage.
32. In the event of any dispute arising in respect of the clauses of the agreement the same shall be resolved through negotiation. Alternatively the dispute shall be referred to the next higher authority or controlling officer for his decision and the same shall be binding on all parties.
33. All disputes shall be under the jurisdiction of the court at Bhubaneswar.
34. The successful bidder will nominate the required man power on 1:3 proportionate of post which will be selected for engagement by the selection committee at OSAS level in presence of the representative of the successful bidder.