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## TENDERS INVITING NOTICE

F. No. 2-12/2023-RRIUM/BH/Admn

Date: 15.07.2023

### **1. Tender Enquiry**

The Head, Regional Research Institute of Unani Medicine (RRIUM), Bhadrak, invites sealed tender in two bid system (Technical Bid & Financial Bid) from reputed, registered, well established, experienced and financially sound Manpower Agencies/ Firms for providing Manpower Personnel viz: Junior Hindi Translator, Multi Tasking Staff, Supervisor, Electricians, Security Guards & Sweepers for Regional Research Institute of Unani Medicine located at By-pass Road, Near Rural Police Station, Bhadrak – 756100 (ODISHA) initially for a period of one (01) year which may be extended from time to time, subject to satisfactory performance. The Agency should provide undertaking that they shall comply with all relevant statutory norms i.e minimum wages, EPF, ESI & GST etc.

### **2. Terms & Conditions for two bid system**

#### **i. Purchase of tender documents:**

The Tender documents can be either obtained from the office of the Head, RRIUM, Bhadrak on payment of documents fee or can also download from the Council's website ([www.ccrum.res.in](http://www.ccrum.res.in)). In case of downloaded documents, fee should be submitted along-with tender application by means of Demand Draft in favour of RRIUM, Bhadrak as specified below.

#### **ii. Tender details:**

S. No.	Descriptions	Schedule
1.	Date of issue of tender	15.07.2023
2.	Fee for tender document	Rs.1,000/- (Non-refundable)
3.	Earnest Money Deposit (EMD) (Non-Interest Bearing)	Rs. 1,00,000/- (Rupees one lakh only) to be submitted with technical bid in form of Demand Draft only in favour of RRIUM, Bhadrak. Firms registered under MSME may be exempted.
4.	Last date & Time for submission of tender	07.08.2023 at 04:45 PM
5.	Date & Time of opening of technical bid	10.08.2023 at 03:00 PM
6.	Date & time of opening of Financial bid	Date & Time will be intimated in due course of time
7.	Bid shall be addressed & sent to	The Head Regional Research Institute of Unani Medicine (RRIUM), Bypass Road, Near Rural Police Station, Bhadrak – 756100 (ODISHA)
8.	Venue of opening of bids	Conference Hall of the Institute

## **ELIGIBILITY CRITERIA**

Sealed tenders are invited under two bid systems (Technical Bid & Financial bid) from approved and registered Manpower supply agencies meeting the following criteria:

1. Bidder must be registered under concerned Governing Act/ Law to operate in Odisha. It must have the validity for the financial year 2023-24.
2. Bidder must have Licence under Contract Labour (Regulation & Abolition) Act, 1970.
3. Bidder must be registered and submit valid registration under Private Security Agency Act, 2005 (PSARA).
4. Bidder must be registered with EPFO, ESIC and having GST registration and been in operation with three or more years. All the payments pertaining to the EPF, ESI & GST should have been paid up-to date.
5. Bidder having annual turn-over of Rs.25 lakhs or more during the last three years [2020-21, 2021-22 & 2022-23] in the book of account. A specific certificate about the turn-over duly signed by the Chartered Accountant firm during 01.04.2020 to 31.03.2023 must be furnished.
6. Bidder should quote his service charges in percentage (%age) as per O.M. No. (F.6/1/2023-PPD) Govt. of India, Ministry of Finance Department of Expenditure Procurement Policy Division dated: 06.01.2023.
7. Bidder should have experience in doing similar nature of work in Central/ State Govt. departments, including Govt. Autonomous Bodies and PSUs. Copies of the work order and satisfactory performance report from such organisation must be furnished with the tender.
8. Bidder must submit an undertaking that Manpower Agency/Firm has not been black-listed by any Government Department (Central or State)/ Autonomous Bodies/ or any other Institutions.
9. Bidder or members of partnership, joint venture or consortium shall submit a copy of PAN card under Income Tax Act.
10. Bidder must submit copies of all documents required, duly self-attested, along-with the technical bid of the tender.
11. All the certificates, testimonials desired as per eligibility criteria will be verified with the originals on the date of opening of technical bid. Accordingly all the bidders desirous of participating in bidding process must attend the bid opening and prepared with all the original documents for verification.
12. Each bidder (each member in the case of partnership firm/ joint venture/ consortium) or any associated is required to confirm and declare with his bid that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other items or work related to the award and performance of this contract. They will have to further confirm and declare that no agency commission or any payment which may be construed as an agency commission has been or will be paid and that the tender price will not include any such amount, If the Institute subsequently finds to the contrary, it reserves the right to declare the bidder as noncompliant and declare any contract if already awarded to the Bidder to be null and void.
13. Canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a bid will be an offence under Laws of India. Such action will result in the rejection of bid, in addition to other punitive measures.

## SCOPE OF WORK

The Agency/ Firm shall provide the following manpower personnel at the RRIUM, Bhadrak (Including staff quarters & 2<sup>nd</sup> plot of the Institute):

### ELIGIBILITY, CONDITIONS & QUALIFICATIONS

The designation/ number of posts/ education qualification/ experience/ consolidated remuneration/ Job description etc. as given in the table are indicative only. These may be amended/ changed by RRIUM, Bhadrak as per requirement.

S.No.	Description	No. of Persons	Eligibility Criteria	Monthly remuneration
1.	Junior Hindi Translator	01 No.	Age should not exceed 30 years on the date of fresh engagement Degree of recognized university Adequate knowledge of Hindi upto 12 <sup>th</sup> standard or B.A. examination of an Indian University. Ability to translate from English to Hindi & Vice-versa as evidence by a test. (Or) Post graduate qualification in Hindi with ability to translate from English to Hindi & vice-versa.	Rs.24,000/- (on fresh engagement)
2.	Multi Tasking Staff (MTS)	01 No.	Age should not exceed 30 years on the date of fresh engagement. 12 <sup>th</sup> passed from recognized board. Should have communication & interpersonal skills. Knowledge of computer application such as MS word, Excel and Power point.	Rs.16,000/- (on fresh engagement)
3.	Security Supervisor (Semi-Skilled)	01 No. (Male)	Age should not exceed 55 years Must have minimum 3 years experience in such supervision work	Daily wages as per the minimum wages Act of Govt. of Odisha (26 days in a month)
4.	Electrician (Skilled)	03 Nos. (Male)	Age should not exceed 55 years ITI certificate holder in the relevant field	
5.	Security Guard (Un-skilled)	14 Nos. (10 – Male & 04 – Female)	Age should not exceed 55 years Ability to read & write Hindi and/or local language	
5.	Sweeper (Un-skilled)	06 Nos. (03 – Male & 03 – Female)	Age should not exceed 55 years Ability to read & write Hindi and/or local language	

The remuneration indicated above is the remuneration payable by the RRIUM, Bhadrak excluding Employer's share of EPF/ESI, which would be paid in accordance with the instruction issued by the Govt of Odisha from time to time. Service Tax (GST etc) as applicable shall also be paid. However, Employee's share of EPF/ESI contribution shall be deducted and paid to EPF and ESI authorities by the bidder. Income Tax shall be deducted as per rule.

The bidder shall ensure protection of the patients, personnel & property of the Institute, prevent trespass with / without arms, perform watch and ward functions including night patrol on the various points and to prevent the entry of stray dogs and cattle and antisocial animals, unauthorized persons and vehicles into the complex of the RRIUM, Bhadrak.

The bidder shall also ensure that the engaged manpower, as per the description, not only performs within its requisite scope of work and but also ensure maintenance, upkeep & safety of the complex, stores, furniture etc. as well as harmonious and cordial relationship with the employees, visitors, guests or any other persons within premises. The bidder will be held responsible for any illegal action by the deployed personnel. The bidder will provide to all deployed personnel Identity Cards, The bidder will also ensure that engaged manpower should maintain vigil and remain alert in respective of official performances. The requirement of manpower in above categories or in additional categories may increase or decrease during the period of contract.

### **DUTIES AND RESPONSIBILITIES OF MANPOWER PERSONNEL**

1. The bidder will be responsible for overall security arrangements of the Institute's complex including staff quarters covered in the contract.
2. The bidder will ensure that all the instructions of the administration issued from time to time are strictly followed and there is no lapse of any kind.
3. No item is allowed to be taken out without proper Gate Pass issued by the competent officers authorized by the Institute's Administration for in-out movement of the Institute. The specimen signatures and telephone numbers of the above stated officers will be obtained by the Security Personnel.
4. Deployment of Security Supervisor / Electrician/ Security Guards/ Sweepers will be as per the instructions of the authorities of the Institute from time to time and the bidder will be responsible for their optimum utilization.
5. Personnel deployed in the premises on holidays and Sundays will be assessed as per actual requirement and the number of personnel will be suitably reduced / enhanced.
6. The Security Supervisor/ Security Guards will also take round of all the important and sensitive points of the premises as specified by the Institute and to check / block the access to the premises of loitering / unlawful persons and vagabonds.
7. Checking of all incoming/outgoing vehicles thoroughly and track movement of unauthorized items.
8. Ensure the entrance of only authorized persons (Institute's employees and other engaged for providing services). Visitors may be entering only with proper entry at the gate and to meet concerned officials only with their consent. It should also be ensured that this duty is discharged sincerely with firm but decent behaviour.
9. The security personnel deployed shall take regular rounds of the premises to maintain vigil and remain alert keeping the management informed of all security matters, intelligence or labour union meetings. Etc.,
10. The personnel deployed shall be smartly dressed in bidder's proper uniform and always with identity card. The bidder shall provide fully trained and disciplined personnel.
11. Security personnel shall also ensure door keeping duties.

12. Security Guards on duty will also take care of vehicles, scooters / motor cycles / bicycles parked in the parking sites located within the premises of the Institute and ensure their safety and security.
13. Entry of the stray dogs and antisocial animals into the premises is to be prevented. Any laxity in this regard shall invite penalty of **Rs.500/-** on occurrence of each.
14. The Security Guards on patrol duty should take care of all the water taps, valves, water hydrants etc. installed all over the premises. They will switch off all the electric points in the area not in active use.
15. It should be ensured that flower plants, trees and grassy lawns are not damaged either by the staff or by the outsiders or by stray animals.
16. The Security Supervisor /Security Guards should be trained to extinguish fire with the help of fire extinguishing cylinders and other fire fighting material available on the spot. They will also help the fire fighting staff in extinguishing the fire or in any other natural calamities.
17. In emergent situations, security staff deployed shall also participate as per their role defined in the disaster plan, if any, of the Institute. Security personnel should be sensitized for their role in such situations.
18. The Security Supervisor/ Security Guards are required to display mature behaviour, especially towards female staff, female visitors, patients and elderly. The Security Supervisor / Security Guards are required to attend to distinguished visitors, VIPs and officers.
19. The Security Guards on duty shall not leave the premises until reliever reports for duty.
20. To keep a strict vigil on suspicious looking persons / objects and take immediate action as deemed suitable.
21. Any other duties irrespective of assigned duty may be called from the deployed manpower personnel, which should accept by the personnel.

## **TERMS & CONDITIONS OF TENDER DOCUMENT**

### **1. ONE BID PER BIDDER:**

Each bidder shall submit only one tender either by himself or as a partner in joint venture or as a member of consortium. If a bidder or if any of the partners in a joint venture or any one of the members of the consortium participate in more than one bid, the bids are liable to be rejected.

### **2. COST OF BID:**

The bidder shall bear all costs associated with the preparation and submission of his bid and the Institute will in no case shall be responsible or liable for those costs, regardless of the conduct or outcome of the tender process.

### **3. VISIT TO THE INSTITUTE:**

The bidder is required to provide Manpower services to this Institute and is advised to visit and acquaint himself with the operational system. The costs of visiting shall be borne by the bidder. It shall be deemed that the contractor has undertaken a visit to the Institute and is aware of the operational conditions prior to the submission of the tender documents.

### **4. THE TENDER DOCUMENT COMPRISES OF:**

- Notice of Invitation of Tender
- Eligibility Criteria
- Scope of Work
- Terms and Conditions of Tender Document
- Terms and Conditions of the Contract
- Technical Bid (Format)
- Check List for Technical Bid
- Financial Bid (Format)
- Bidders Profile (Annexure - I)
- Form of Undertaking (Annexure - II)
- Form of Agreement (Annexure - III)
- Bank Mandate Form (Annexure -IV)
- Form of Bank Guarantee for Performance Security (Annexure - V)

The bidder is expected to examine all instructions, Forms, Terms and Conditions in the Tender document. Failure to furnish all information required by the Tender document or submission of a tender not substantially responsive to the Tender document in every respect will be at the bidder's risk and may result in rejection of his bid. The bidder shall not make or cause to be made any alteration, erasure or obliteration to the text of the Tender document.

The bidder shall check the pages of all documents against page number given in indexes and, in the event of discovery of any discrepancy or missing pages the bidder shall inform the Head, RRIUM, Bhadrak.

## 5. PREPARATION OF BIDS

### 5.1. LANGUAGE:

Bids and all accompanying document shall be in English or in Hindi. In case any accompanying documents are in other languages, it shall be accompanied by an English translation.

Documents Comprising the Bid Tender document issued for the purposes of tendering as described and any amendments issued shall be deemed as incorporated in the Bid. The bidder shall, on or before the date given in the Notice Invitation to Tender, submit his bid in sealed envelopes clearly marked with the name of the Tender. One copy of the Tender document and Addenda, if any, thereto with each page signed and stamped shall be annexed to acknowledge the acceptance of the same.

### 5.2. BID SECURITY/EMD:

The Bidder shall deposit Bid Security (**Earnest Money Deposit**) for an amount of **Rs.1,00,000/- (Rupees one lakh only)** by a Demand Draft (DD)/Bank Pay Order issued by a Nationalized Bank in favour of **the Head, RRIUM payable at Bhadrak** along with the Tender document. The Bid Security will remain valid for a period of forty-five days beyond the final bid validity period. Bid securities of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract.

Bid security of the successful bidder shall be adjusted against the Performance security and the remaining amount of performance security (if any) after calculation must be submitted in the form of Demand Draft (DD)/ Bank Guarantee (BG) in the Institute after signing the contract agreement.

Bid Security shall be forfeited if the bidder withdraws his bid during the period of Tender validity. Bid Security shall be forfeited if the successful bidder refuses or neglects to execute the Contract or fails to furnish the required Performance Security within the time frame specified by the Institute.

### 5.3. BID PRICES:

Bidder shall quote the rates in Indian Rupees for the entire contract on a single responsibility' basis such that the Tender price covers contractor's all obligations mentioned in or to be reasonably inferred from the Tender document in respect of the Manpower Services at the Ministry. This includes all the liabilities of the Contractor such as cost of uniform and identity cards of personnel deployed by the contractor and all other statutory liabilities like Minimum Wages, ESI, PF contributions, service charges, all kinds of taxes etc. which should be clearly stated by the contractor.

The rates and prices quoted by the Bidder shall contain the details of Basic Wage, Statutory liabilities, leave salary, bonus, uniform and washing allowance, GST liabilities and the agency commission quoted as a percentage of Basic Wage component only, and the tax components inclusive of all taxes and levies including GST.

CONDITIONAL BIDS/OFFERS WILL BE SUMMARILY REJECTED.

### 5.4. FORM OF BID:

The Form of Bid shall be completed in all respects and duly signed and stamped by an authorized and empowered representatives of the Bidder. If the Bidder comprises a partnership firm, consortium or a joint venture, the Form of Bid shall be signed by a duly authorized representative of each member of participant thereof. Signatures on the Form of Bid shall be witnessed and dated. Copies of relevant power of attorney shall be attached.

### 5.5. DURATION OF CONTRACT:

THE CONTRACT MAY BE VALID INITIALLY FOR ONE YEAR WHICH MAY BE EXTENDED SUBJECT TO SATISFACTORY PERFORMANCE.



## **5.6. FORMAT AND SIGNING OF BID:**

The bidder shall submit one copy of the Tender document and addenda, if any, thereto, with each page of this document signed and stamped to confirm the acceptance of the terms and conditions of the tender by the bidder.

The documents comprising the bid shall be typed and all pages of the bid shall be signed by a person or persons duly authorized to sign on behalf of the bidder. All pages of the bid, where entries or amendments have been made, shall be signed by the person or persons signing the bid.

The bid shall contain no alterations, omissions or additions except those to comply with instruction issued by the Ministry, or are necessary to correct errors made by the bidder, in which case such corrections shall be initialed/signed and dated by the person or persons signing the bid.

## **6. SUBMISSION OF BIDS:**

The bidder shall submit their offer in three separate envelopes consisting of following documents:

- (a) Envelop – 1: Earnest Money Deposit (EMD).
- (b) Envelop – 2: Technical bid along-with all required documents (Check list & Eligibility Criteria).
- (c) Envelop – 3: Financial bid in the prescribed format.

All these three envelopes must be sealed, stamped and put in bigger envelop duly sealed and super-scribed as "Tender for Appointment of Manpower Agency" and must be sent to the following address:

**To**

**The Head,**  
Regional Research Institute of Unani Medicine,  
Bypass Road, Near Rural Police Station,  
Bhadrak – 756100 (Odisha)

### **6.1. VALIDITY OF TENDER:**

The tender must remain valid and open for acceptance for a period of **180 days** from the date of opening of Technical Bid.

### **6.2. LATE AND DELAYED TENDER:**

Bids must be received in the Institute at the address specified above not later than the date and time stipulated under para – 2. Any bid received by the Institute after the deadline for submission of bids as stipulated above, shall not be considered and will be returned unopened to the bidder.

## **7. BID OPENING AND EVALUATION:**

The authorized representatives of the RRIUM, Bhadrak will open the prequalification/Technical Bids in the presence of the Bidders or of their representatives who choose to attend at the appointed place and time. They must bring proper authorization from their firm/agency at the time of opening of the bids failing which they will not be allowed to participate in the opening process.

The bid of any bidder who has not complied with one or more of the conditions prescribed in the terms and conditions will be summarily rejected.

Financial bids of only the technically qualified bidders will be opened for evaluation in the presence of qualified bidders.

### **7.1. RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:**

The Institute is not bound to accept the lowest bid or any bid and may at any time by giving notice in writing to the bidders terminate the tendering process.

The Institute may terminate the contract if it is found that the contractor is black listed on previous occasions by the any of the Central / State Government Ministry /Department / Institutions/Local Bodies/Municipalities/Public Sector Undertakings, etc.

The Institute may also terminate the contract in the event the successful bidder fails to furnish the Performance security or fails to execute the agreement.

### **8. AWARD OF CONTRACT:**

The Institute will award the contract to the successful evaluated bidder whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the bidding document.

The Institute will communicate the successful bidder by e-mail confirmed by letter transmitted by Registered post that his bid has been accepted. The successful bidder will be required to execute an agreement in the form specified in **Annexure-III** within a period of 30 days from the date of issue of **Letter of Offer**.

#### **8.1. PERFORMNACE SECURITY (PS):**

The successful bidder shall be required to furnish a Performance Security (PS) within 21 days of receipt of 'Letter of Offer' for an amount of Rupees two lakhs only in the form of an Account Payee DD, or Bank Guarantee from a Nationalized Bank in an acceptable form (Annexure-IV) in favour of the Head, RRIUM and payable at Bhadrak. The Performance Security shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations. In case the contract period is extended further, the validity of Performance Security shall also be extended by the contractor accordingly.

Failure of the successful bidder to comply with the requirements of above clauses shall constitute sufficient grounds or the annulment of the award and forfeiture of Bid Security.

## TERMS AND CONDITIONS OF THE CONTRACT

1. The Service Provider/Agency shall not assign, transfer, pledge or sub-contract, the performance or services, without the prior written consent of this office.
2. All services shall be performed by persons qualified and skilled in performing such services as mentioned in Scope of Work.
3. The RRIUM, Bhadrak would be free to terminate the contract at any time after giving advance notice of one month in writing.
4. The agency should ensure that person deployed should be of good character and antecedents and agency shall submit police verification certificate to this effect.
5. The Service Provider's personnel working should be polite, cordial, positive and efficient, while handling the assigned work and their actions shall promote goodwill to enhance the image of this office. The Service Provider shall be responsible for any act of indiscipline on the part of persons deployed by him.
6. The RRIUM, Bhadrak may require the Service Provider to remove from the site of work, any person or persons, employed by the Service Provider, who may be incompetent or for his/her/their misconduct and service Provider shall forthwith comply with such requirements.
7. The Service Provider/Agency shall replace immediately any of its personnel, if they are unacceptable to the office because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving written notice from office.
8. RRIUM, Bhadrak shall not be liable for any loss, damage theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel of the Service Providers.
9. The Service Provider's personnel shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements and administrative / organizational matters as all are of confidential/secret nature that can attract legal action.
10. That the persons deputed shall not be below the age of 18 years and they shall not interfere with the duties of the employees of the RRIUM, Bhadrak.
11. The Service Provider's person shall not claim any benefit/ compensation/ absorption/ regularization of services in this office under the provision of Industrial Disputes Act 1947 and contract Labour (Regulation & Abolition; Act, 1970. Undertaking from the person to this effect will be required to be submitted by the Service Provider to this office.
12. The person deployed shall not claim any Master & Servant relationship.
13. The Service Provider shall ensure proper conduct of his person in office premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work.
14. The Service Provider shall engage the necessary person as required by our office from time to time. The said person engaged by the Service Provider shall be employee of the Service Provider and it shall be the duty of the Service Provider to pay their salary every month in time. There is no Master & Servant relationship between the deployed employees/persons of the Service Provider/Agency and this Institute. Further the said person(s) of the Service Provider shall not claim any benefit. The Service Provider should not stop the payment of salary on account of delays not attributed to the engaged persons.
15. The transportation, food, medical and other statutory requirement under the various Acts/Govt. Regulations in respect of each personnel of the Service Provider will be the sole responsibility of the Service Provider/Agency. This shall include payment of PF, ESI, and GST and deduction of TDS etc. However, payments in respect of PF, ESI etc. or any such other statutory requirements to the successful contractor shall be made subject to furnishing-of proof of such payments to the concerned authorities indicating the PF No., ESI No. etc. of the outsourced persons every month without fail and before submitting bills for the subsequent

months. The bills should be for reimbursement of the actual amount to the service rendered by the Service Provider. The Service Provider/Agency shall provide ESI card to the outsourced manpower.

16. In case the contract is renewed on satisfactory completion of one year's services by the outsourcing agency concerned and on the recommendation of the concerned controlling officer, an increase in annual remuneration upto 5% (five percent) can be considered to neutralize the dearness.
17. Working hours of Institute is between 09:00AM to 04:45 PM on Monday to Friday and 09:00AM to 12:45PM on Saturday. Duty for security guards will be for 24 hours in three intervals normally 06:00Am to 02:00PM, 02:00PM to 10:00PM and 10:00PM to 06:00AM.
18. The personnel may be called on beyond office hours and on holidays /Saturdays / Sundays, if required.
19. The Service Provider/Agency will provide the required personnel for a shorter period also, in case of any exigencies as per the requirement of the office.
20. The Service Provider/Agency shall provide a substitute well in advance if there is any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Service Provider/Agency.
21. If for any reason the, personnel deployed by the Service Provider/Agency proceeds on absence, he/she should properly intimate the Controlling Officer and the Concerned Administration before such absence or in case of Medical emergency on the first day of taking such absence either officially or telephonically clearly indicating the number of days he/she will be absent. The service provider shall provide a substitute in case the absence exceeds 5 days or even earlier, in case the agency fails to provide substitute beyond five days liquidated damage@ Rs.500 per day shall be charged.
22. The Service Provider/Agency shall make payment for the outsourced personnel only through their respective individual bank account ON OR BEFORE 7<sup>th</sup> of each month and shall issue an emolument slip to that effect.
23. In case the outsourced personnel are absent, pro rata deduction shall be made from his pay assuming asdaily wage basis.
24. Payments to the Service Provider/Agency would be strictly on certification by the office with which he is attached that his services were satisfactory and attendance as per the bill preferred by the Service provider/Agency.
25. The Service Provider/Agency shall be contactable at all times and message(s) sent by E-mail/Fax/Special Messenger/Phones/SMS from the RRIUM, Bhadrak to the Service Provider shall be acknowledged immediately on receipt on the same day.
26. The Service Provider/Agency shall provide the manpower within a week from the date of receipt of the requirement.
27. That on the expiry of the agreement as mentioned above, the agency will withdraw all its personnel and clear their accounts by paying them all their legal dues. In case of any dispute on account of the termination of employment or non employment by the personnel of the agency, it shall be the entire responsibility of the agency to pay and settle the same.
28. If the selected Agency does not have the registered/branch office in Bhadrak or nearby districts of Bhadrak in Odisha, such Agency shall have to open an office in the city within 30 days from the date of issue of the Letter of Intent. In case the Agency fails to do so within the stipulated period, the Work Order shall not be issued to it.
29. Dues of the Agency pertaining to last month of contract shall be released only after submission of proof of timely payment pertaining to wages/Salary, EPF, ESI contributions in respect of all outsource personnel engaged by the Agency for the RRIUM, Bhadrak.

## **SUBMISSION OF BILLS**

1. Contractor should submit the bill in triplicate in the first week of the succeeding month to the Institute. The payment would be made monthly on the basis of attendance sheets, duly verified by the authorized Supervisor and checked by the authorised officer of RRIUM, Bhadrak & countersigned by Head RRIUM, Bhadrak. While submitting the bill for the next month, the services provider must file a certificate certifying the following:
  - i) Wages of workers were credited to their bank accounts on \_\_\_\_\_ (date)
  - ii) ESI Contribution relating to workers amounting to Rs. \_\_\_\_\_ was deposited on \_\_\_\_\_ (date) (copy of form 7 and the challan enclosed)
  - iii) EPF Contribution relating to workers amounting to Rs. \_\_\_\_\_ was deposited on \_\_\_\_\_ (date) (copy of the Challan enclosed)
  - iv) We are complying with all statutory Labour Laws of govt. of Odisha.

## **MODE OF PAYMENT**

1. The Agency/Firm shall ensure all payments to workers through ECS every month so as to ensure smooth payment of previous month by 7<sup>th</sup> of every month.
2. The Agency/ Firm shall ensure that the payment of wages to his Manpower personnel deployed for caring out his contractual obligation shall not be less than the Minimum Wages prescribed by Government of Odisha from time to time, as applicable during the contract period. As and when the wages are revised by the Government of Odisha, the revised wages shall be paid by this Office.
3. The wages shall be paid to Manpower personnel without any deduction except those under the payment of Wages Act and Minimum Wages Act of Odisha.
4. The Agency/ Firm should ensure that his Manpower personnel granted holidays/leave with wages as per applicable Act/Rule.
5. The Head, RRIUM, Bhadrak reserved its rights to withhold bills, if the contractor fails to produce proof for having remitted the ESIC/EPF dues. The payment of successive months will be released on receipt of the evidence of deposition of ESIC/EPF in the Manpower personnels' accounts for previous month.
6. The Agency/ Firm shall maintain all the registers and records under various labour laws applicable to contract labours/personnel (Payment of Minimum Wages Act of Odisha) and make them available to the Head, R.R.I.U.M., Bhadrak at all times. Indicate records given such as Muster Roll, Register of Wages, Register of Deductions, Register of Overtime, Register of Fines, Register of Advances and Wage Slips etc.
7. The Agency/ firm shall quote his rate of service charges in addition to the wages to be paid to his workers. He should submit workers EPF number and proof of submission of EPF, ESI etc. as applicable every month for the last month with respect to all Manpower personnel deployed by him, and in case of any difference in the amount for which documentary evidence has not been provided, Head, RRIUM, Bhadrak has the right to deduct the amount accordingly from the bills. While depositing the applicable ESI and EPF amount in the account of respective worker, it shall be the sole responsibility of the Agency/ Firm to comply with all the prescribed provisions of labour Laws/Rules and Act.

## **PENALTIES**

1. In case any Manpower personnel deployed under the contract is (are) absent without replacement, a penalty equal to Rs. 500/ per absent guard on that particular day shall be levied by the Institute and the same shall be deducted from the monthly bill. Repetition of such lapse will make the contract liable to be rejected.
2. In case any of Manpower personnel deployed under the contract fails to report in time and Agency/ Firm is unable to provide suitable substitute in time for the same it will be treated as absence and penalty equal to Rs. 500/ per absent guard shall be levied.
3. In case any public complaint is received attributable to misconduct / misbehaviour of Manpower personnel deployed, a penalty of Rs.2000/- for each such incident shall be levied and the same shall be deducted from monthly bill. Manpower personnel deployed found involved in such incident shall be removed from the Institute immediately.
4. Any damage or loss caused by Manpower personnel deployed to the Institute in whatever form would be recovered from the Agency/ Firm.
5. In the event of any breach / violation or contravention of any terms and conditions contained herein by the Agency/ Firm, the Security Deposit of the Agency and any other sum due are liable to be forfeited.
6. Any liability arising out of any litigation (including those in consumer courts) due to any act of Manpower personnel deployed shall be directly borne by the Agency/ Firm including all expenses / fines. The concerned personnel shall attend the court as and when required.
7. If at any time during the currency of the contract, either party is subject to force majeure, which can be termed as civil disturbance, riots, strikes, tempest, acts of God etc., which may prevent either party to discharge his obligation, the affected party shall promptly notify the other party about the happening of such an event. Neither party shall be reason of such event be entitled to terminate the contract in respect of such performance of their obligations. The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed to if any or seven days, whichever is more, either party may at its option terminate the contract.
8. The Agency/ Firm shall be provided some space for office in the Institute for record keeping and management, but rest of the items required, has to be managed by him on his own. Cost to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract.
9. If the Agency/ Firm is a Registered Company / partnership of two or more persons, all such persons shall be jointly and severally liable to the Institute for the fulfilment of the terms of the contract. Such persons shall designate one of them to act as authorized signatory with authority to sign. The Agency / partnership shall not be altered without the approval of the Institute's authority.
10. During the course of contract, if any Manpower personnel deployed are found to be indulging in any corrupt practices or causing any loss of property, the Institute's Authority shall have the right to terminate the contract forthwith forfeiting the Performance Guarantee (Security Deposit).
11. The Agency/ Firm shall not engage any such sub-contractor or transfer the contract to any other person in any manner.

12. The Agency/ Firm shall indemnify and hold the Institute harmless from and against all claims, damages, losses and expenses arising out of, or resulting from the works / services under the contract provided by the contractor.
- 13. Staff engaged by the contractor shall not take part in any staff union and association activities.**
14. The contractor shall bear all the expenses incurred on the following items i.e. provide Uniforms, Identity Cards, lathis / balams, whistles, Torch, Umbrella to Security Guards posted during night duty and other implements to security staff, stationary for writing duty charts and registers at security check points and records keeping as per requirements.
15. The Institute shall not provide residential accommodation to any of the Manpower personnel of the agency/ Firm.
16. The Institute shall not be under any obligation for providing employment to any of the worker of the Agency/ Firm after the expiry of the contract. The Institute does not recognize any employee employer relationship with any of the personnel of the Agency.
17. The Agency/ Firm shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over when ever required by the Institute etc.
18. The Agency/ Firm preferably should have round the clock Control Room Service in Bhadrak along with quick response teams to deal with emergent situations.
19. The Agency/ Firm shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The contractor shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc. of the contractor in respect thereof, which may arise.
20. Any violation of instructions/ agreement/ suppression of facts will attract cancellation of agreement without any reference.

### **DISPUTE RESOLUTION**

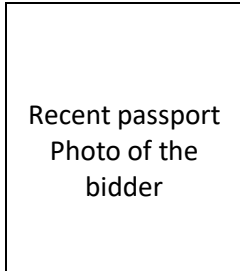
1. Any dispute and or difference arising out of or relating to this contract will be resolved through joint discussion of the authorized representatives of the concerned parties. However, if the disputes are not resolved by joint discussions, then the matter will be referred for adjudication to a sole Arbitrator appointed by the Head , R.R.I.U.M., Bhadrak.
2. The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceeding's shall be governed by Indian Arbitration and Conciliation Act, 1996 as amended from time to time.
3. The cost of Arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceeding and currency of contract, the Contractor shall not be entitled to suspend the work / service to which the dispute relates on account of the arbitration and payment to the Agency/ Firm shall continue to be made in terms of the contract. Arbitration proceedings will be held at Bhadrak only.

The courts at Bhadrak shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.

**TECHNICAL BID FORMAT**

**BIDDER PROFILE FOR PROVIDING MANPOWER PERSONNEL**

- 1. Name & Address .....  
.....  
.....  
.....  
.....  
.....
- 2. Mobile Number & E-mail ID .....  
.....
- 3. Registration Number of the Agency/ Firm .....
- 4. Name, Designation, Mobile No. of the authorised person of the Agency/ Firm .....
- 5. PAN of the Agency/ Firm .....
- 6. Provident Fund A/c No. ....
- 7. ESI No. ....
- 8. GST registration No. ....
- 9. Licence No. under Contract Labour (R&A) Act .....
- 10. Details of EMD: Amount, Draft No. & Date .....
- 11. Annual Turn-over .....
- 12. Manpower in roll .....
- 13. Experience in running Manpower services (in years) .....
- 14. No. of supervisory staff .....



**Declaration by the bidder:**

This is to certify that, I/We before this tender have read and fully understood all the terms & conditions contained here-in and undertake myself/ourselves abide by them.

Date: .....

Place: .....

Signature of the bidder .....

Name of the bidder .....

Designation .....

(Seal of the Agency/ Firm)



**PREVIOUS CONTRACT FORMAT**

**DETAILS OF OTHER ORGANIZATIONS WHERE SECURITY CONTRACT UNDERTAKEN DURING  
LAST THREE YEARS (ENCLOSE SUPPORTING DOCUMENTS)**

S. NO.	Name & Address of the Organization & Contact No.	No. of Manpower Personnel provided	Period of Contract	Whether Govt./ Semi Govt./ Autonomous bodies/ PSUs/ Industries/ NGOs etc. (Please specify)	Amount of contract	Reasons for termination (If currently not valid)
1.						
2.						
3.						
4.						

Date: .....

Place: .....

Signature of the bidder .....

Name of the bidder .....

Designation .....

(Seal of the Agency/ Firm)

**(TO BE TYPED ON A LETTER HEAD OF THE AGENCY/ FIRM)**

**UNDERTAKING FORMAT**

**To**

**The Head,**

Regional Research Institute of Unani Medicine,  
Bhadrak – 756 100 (ODISHA).

**Subject:** Submission of undertaking for providing Manpower personnel to your RRIUM, Bhadrak including staff quarters --- reg.

**Sir,**

I/ We, the undersigned, are submitting our bid for providing Manpower personnel (as per your requirement) in your Institute in accordance with the Tender Enquiry No. ....  
..... dated .....

I/ We hereby declare that all the information and statement made in this bid are true and we accept that mis-interpretation or false information/ documentation contained in it may lead to our disqualification.

This is to certify that I / We before signing this bid have read and fully understood all the terms and conditions and instructions contained therein and undertake myself / ourselves to abide by the said terms and conditions.

I / We abide by the provisions of Minimum Wages Act of Government of Odisha, Contract Labour Act and other statutory provisions like Provident Fund Act, ESI Act, Leave etc. and any other charges applicable from time to time. I / We will pay the wages to the personnel deployed as per Minimum Wages Act of Government of Odisha as amended by the Government from time to time and shall be fully responsible for any violation.

I / We do hereby undertake that complete security of the RRIUM Complex including staff quarters shall be ensured by our Agency/ Firm, as well as any other assignment considered by the R.R.I.U.M Administration.

Date: .....

Place: .....

Signature of the bidder .....

Name of the bidder .....

Designation .....

(Seal of the Agency/ Firm)

## CHECK LIST (TECHNICAL BID)

### SUMMARY OF COMPLIANCE TO REQUIREMENT OF TENDER

S.NO.	Description of requirement	Yes/No	Page No.
1.	Demand Draft of Rs. 1,00,000/- (Rupees One Lakh only) as EMD		
2.	Copy of valid Registration certificate of the Firm.		
3.	Copy of valid certificate under Private Security Act, 2005 (PSARA)		
3.	Copy of registration Certificate of EPF		
4.	Copy of registration Certificate of ESI.		
	Copy of registration certificate / allotment of GST		
5.	Copy of PAN card issued by the Income Tax Department.		
6.	Copies of last 03 years Income Tax returns		
7.	Copies of Balance sheets and Profit and Loss for the last three years duly certified by CA		
8.	Copy of the Licence under Contract Labour Act, 1970.		
9.	Proof of financial turn over with a minimum of Rs. 25,00,000/- (Rupees Twenty five Lakhs only) per annum during last three years duly attested by CA		
10.	Undertaking to the effect that the firm has not been blacklisted (duly notarized)		
11.	Performa (Annexure – I) containing technical bid with photo attached		
12.	Performa (Annexure-II) containing details of other organizations where such contracts were / are undertaken.		
13.	Performa (Annexure – III) containing undertaking on letter PAD		
14.	Price Bid Performa completed and sealed in separate envelop		
15.	Any other, if any		

#### **DECLARATION BY THE BIDDER:**

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

Date: .....

Place: .....

Signature of the bidder .....

Name of the bidder .....

Designation .....

(Seal of the Agency/ Firm)

**MANDATE FORM FOR ELECTRONIC FUND TRANSFER/RTGS TRANSFER**

To,

Date: .....

The Head

Regional Research Institute of Unani Medicine

Bhadrak – 756100 (Odisha)

Subject: Authorization for release of payment / dues from Indian Ministry of Technology,  
New Delhi through Electronic Fund Transfer/RTGS Transfer.

1. Name of the Party/ Firm/ Company/Ministry:
2. Address of the Party: .....  
City ..... Pin Code ..... State .....  
E-mail ID ..... Mob. No: .....  
Permanent Account Number..... Aadhar card No. ....
3. Particulars of the Bank:

Bank Name:		Branch Name:	
Branch Place:		Branch City:	
PIN Code:		Branch Code:	
MICR No.:		IFS Code	
(9 Digit number appearing on the MICR Bank of the Cheque supplied by the Bank, Please attach a Xerox copy of a cheque of your bank for ensuring accuracy of the bank name , branch name and code number)			
Account Type:	Savings	Current	Cash Credit
Account Number:			

**DECLARATION**

I hereby declare that the particulars given above are correct and complete. If any transaction delayed and not effected for reasons of incomplete or incorrect information I shall not hold Deputy Secretary(Admn), Indian Ministry of Technology New Delhi responsible. I also undertake to advise any change in the particulars of my account to facilitate updating of records for purpose of credit of amount through NEFT/RTGS Transfer.

Place: \_\_\_\_\_

Date: \_\_\_\_\_

**Signature & Seal of the Authorized Signatory of the Bidder**

Certified that particulars furnished above are correct as per our records

Bankers Stamp:

**Signature of the Authorized Official from the Bank**

*N.B: Please fill in the information in CAPITAL LETTERS, computer typed; please TICK wherever it is applicable.*

**ENVELOP-2 (Sealed)**

**(ANNEDURE – V)**

**FINANCIAL BID FORMAT FOR PROVIDING MANPOWER PERSONEL AT RRIUM, BHADRAK**

Name of the Agency/ Firm: .....

Sl. No	Description	Nos. of Person required	Rates per month per person	EPF On (2)	ESI On (2)	Service Charges of bidder (in %age) on (2)	Total (2+3+4+5)	Service Tax (GST) On (6)	Total per person (6+7)	Total for required strength (1 x 8)
		(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1	Junior Hindi Translator	01 No.								
2	Multi Tasking Staff (MTS)	01 No.								
3	Security Supervisor (Semi-skilled) 01 – Male	01 No.								
4	(Electrician (Skilled) 03 – Male	03 Nos.								
5	Security Guards (Un-skilled) 10 – Male, 04 – Female	14 Nos.								
6	Sweeper (Un- skilled) 03 – Male, 03 – Female	06 Nos.								
									<b>Grant Total</b>	

**Note:** Quoted rates should not be less than the latest rates of Minimum Wages as prescribed by the Govt. of Odisha orders.

Date: .....

Place: .....

Signature with stamp of the bidder .....

Name& Designation of the bidder .....