




Capital Hospital **Bhubaneswar**

Tender Document


For
Providing services of Manpower at
Capital Hospital, Bhubaneswar.



CAPITAL HOSPITAL, BHUBANESWAR

UNIT-6, BHUBANESWAR-751001

Letter No.7351Dt.13.11.2014



Invitation of tender for award of Contract for providing services of Protocol Manager, DEOs, attendant, plumber, electrician, gas pipe line operators, driver, sweeper(only for ICU), security guards & supervisor for a period of One year w.e.f. Dt. 1.01.2015 & Dt.1.06.2015.

Sealed tenders are invited from reputed manpower agencies/service providers to provide the service of Category (A) i.e, Protocol Manager, DEOs, attendant, plumber, electrician, gas pipe line operators, driver, sweeper (only for ICU) and category (B) i.e, security guards & supervisor for a period of one year w.e.f. Dt. 1.01.2015 & Dt. 1.06.2015 respectively through a suitable placement agency on contract basis for day to day hospital work.

The detailed information for outsourcing the service of aforesaid jobs has been given in the Tender Document which may either be downloaded from the website www.odisha.gov.in/health_portal/index.html or obtained from the **Office of the Director, Capital Hospital, Bhubaneswar-751000** on any working day between 11 A.M. to 4 P.M. by depositing Rs.500/- (five hundred) as non-refundable processing fee. The last date and time for submission of Tender document is 10.12.2014 by 4 P.M. through speed post/registered post/courier services along with all relevant documents and EMD. **The technical bid/tender will be opened on dt. 17.12.2014 at 11 a.m. and financial bid for eligible bidder on 18.12.2014 at 11 a.m.** in presence of the tenderer or their authorised representative. The undersigned reserves the right to annul the tenders without assigning any reason thereof.

**Sd/- Director
Capital Hospital, Bhubaneswar**

**Office of the Director
Capital Hospital, Bhubaneswar.**

**Tender Document
For Providing services of Manpower at
Capital Hospital, Bhubaneswar.**

Through

Manpower Service Provider

- a. Period of issue of Tender Document : From the date of publication in local
(By down loading through website news paper.
www.capitalhospital.in)
- b. Date and time for submission of Tender : 10.12.2014 by 4 P.M
Document
- C. Date and Time for opening of
- (i) Technical Bids : 17.12.2014 at 11 AM
- (ii) Financial Bids of eligible Bidders : 18.12.2014 at 11 AM
- d. Likely date for commencement of : 1.01.2015 & 1.06.2015 for category A &
deployment of required manpower category B respectively

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SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS

1. Office of the Director, Capital Hospital, Bhubaneswar – 751001 requires the services of reputed, well established and financially sound Manpower Service Providers to provide services of category (A)- Protocol Manager, DEOs, attendant, plumber, electricians, gas pipe line operators, driver, sweeper(only for ICU) and Category (B)- security guards & supervisors on contract basis for day to day hospital & official work.
2. The contract for providing the aforesaid is likely to commence from dt. 1.01.2015 & dt. 1.06.2015 and would continue till dt. 31.12.2015 and 31.05.2016 for Category A & B respectively. The period of the contract may be further extended beyond one year provided the requirement of Capital Hospital, Bhubaneswar for manpower persists at that time or may be curtailed/terminated before dt. 31.12.2015 & dt. 31.05.2016 owing to deficiency in service or substandard quality of manpower deployed by the selected Service Provider or because of change in the Hospital requirements. The Capital Hospital however, reserves right to terminate this initial contract at any time after giving one months notice to the selected Service Provider.
3. Capital Hospital has tentative requirement for Protocol Manger-1, DEOs-4, attendants-50, plumber-1, electricians-3, gas pipe line operators-1, driver-1, sweeper-4(only for ICU), security guards & supervisors 65. The requirements may increase/decrease in any / all the categories.
4. The estimated cost of the contract is Rs.4,00000/- andRs4,60,000/-./P.M. for Category (A) and Category (B) respectively.
5. The interested manpower Service Providers may submit the tender document complete in all respects along with Earnest Money Deposit (EMD) of **Rs. 20,000/-** for each category and other requisite documents by 10.12.2014 up to 4 PM at the office of the Director, Capital Hospital, Bhubaneswar – 751001.
6. The various crucial dates relating to “Tender for Providing Manpower Services to the office of the Director, Capital Hospital, Bhubaneswar – 751001 are cited as under :
 - a. Period of issue of Tender Document: From the date of publication in local News paper.

- b. Date and time for submission of Tender : 10.12.2014 by 4 p.m.
Documents
- c. Date and time for opening of
- i. Technical Bid : 17.12.2014 at 11.AM
 - ii. Financial Bids of eligible Tenders : 18.12.2014 at 11 AM
and Selection
- d. Likely date for commencement of : 1.01.2015 and 1.06.2015 as per
Deployment of required manpower category.
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 envelopes for Category A or B as the case may be super scribing "Technical Bid for Providing Manpower Service to Capital Hospital, Bhubaneswar" and "Financial Bid for Providing Manpower Services to Capital Hospital, Bhubaneswar" both sealed envelopes should be kept in a third sealed envelop super scribing "Tender for Providing Manpower Services to Capital Hospital, Bhubaneswar". The interested tenderer may apply for Category A and/or Category B for which separate processing fee, EMD and Performance Security Deposit will be enclosed with the tender.
8. The Earnest Money Deposit (EMD) of Rs. 20,000/- (Rupees twenty thousands) refundable (without interest), should be necessarily accompanied with the Technical Bid of the service provider in the form of Demand Draft drawn in favour of the Director, Capital Hospital, Bhubaneswar failing which tender shall be rejected summarily.
9. The successful tenderer will have to deposit a Performance Security Deposit Rs.100000/- (Rupees one lakh only) in the form of Bank Guarantee from any Nationalized Bank drawn in favour of the Director, Capital Hospital, Bhubaneswar 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 required to enclose photocopies of the following documents (duly attested by Group "A" Gazetted Officers of the State Governments/Central Government) along with the Technical Bid, failing which their bids shall be summarily/out rightly rejected and will not be considered any further:

- a. Registration certificate of the applicant organisation;
 - b. Copy of PAN/GIR card;
 - c. Copy of the IT return filed for the last financial year;
 - d. Copies of EPF and ESI certificate;
 - e. Copy of the Service Tax registration certificate;
 - f. Certified extracts of the Bank Account containing transactions during last three years having turn over more than two crores.
 - g. Labour license for particular job.
 - h. Service charges quoted, if any should be reasonable one.
11. The conditional bids shall not be considered and will be outrightly 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 authorized signatory may be attached. No overwriting or cutting is permitted in the Financial Bid Form.. In such cases, the tender shall be summarily rejected. However, the cuttings, if any, in the Technical Bid Application must be initialled by the person authorized to sign the tender bids.
 13. The Technical bids shall be opened on the scheduled date and time at 11 AM on 17.12.2014, in the office room of Director, Capital Hospital, 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 11 AM on 18.12.2014 in the office room of Director, Capital Hospital, 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. The Competent Authority of the Capital Hospital, Bhubaneswar reserves the right to cancel/rejects all bids without assigning any reason.

**(A) TECHNICAL REQUIREMENT FOR THE TENDERING
MANPOWER SERVICE PROVIDER**

1. The tendering manpower service provider should fulfil the following technical specification:
 - a. The registered office or one of the branch offices of the manpower service provider should be located within the jurisdiction of the BMC, Bhubaneswar.
 - b. They should be registered with the appropriate registration authority;
 - c. They should have at least two/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 (to be specified by the user Department) that may be required for providing manpower services.
 - h. Minimum turn-over requirement should be rupees two crores per annum. (To be assessed by the department/Office keeping in view the present contract)
 - i. Execution of contracts of similar type (minimum value to be prescribed) during preceding 3 years of value equal or more than 60% of the estimated cost of the present contract.
 - j. Proof for depositing up to date chalans for EPF & ESI against wages of the employees drawn from the previous principal employer particularly from the office of the Director, Capital Hospital, Bhubaneswar, if providing manpower.
 - k. They should not have adverse police record/criminal cases proceeding in any court of law or blacklisted by any offices.

- l. Report / Record of unsatisfactory work against any agency for any type of work in Capital Hospital, Bhubaneswar or other institution will be cause of rejection of the technical bid.
- m. They should produce solvency certificate valued Rs. 15,00,000 (fifteen lacs) issued from revenue department.

(B) TECHNICAL REQUIREMENTS FOR MANPOWER TO BE DEPLOYED

BY THE SUCCESSFUL MANPOWER SERVICE PROVIDER IN THE OFFICE OF THE DIRECTOR, CAPITAL HOSPITAL, BHUBANESWAR

1. She/he should be above 18 years of age and not exceeding 40 years during deployment. Those who are continuing in a particular job in Capital Hospital, Bhubaneswar & if selected by the new tenderer they can be allowed to continue to work.
2. The minimum Educational Qualification for attendant will be 7th class Pass but preference will be given to matriculate, for plumber/electrician/gas pipe line operators: ITI pass, for Protocol Manager- D. pharma/B. Pharma with PGDCA for DEO: Graduation with PGDCA, for driver: 10th class pass, for sweeper/security guards: 7th class pass & for supervisors: 10th class pass.
3. S/he should be physically & mentally sound & should possess good personality.
4. s/he should not be a member of any union prior to a later deployment in Capital Hospital, Bhubaneswar.

APPLICATION – TECHNICAL BID

**For Providing Manpower Services to
Office of the Director, Capital Hospital, Bhubaneswar**

1. Name of the Tendering Manpower Service Provider : _____

2. Details of Earnest Money Deposit : DD No. _____ Date _____
of Rs. _____ drawn on
Bank _____

3. Name of Proprietor/Partner/Director : _____

4. Full Address of Registered : _____

Telephone No. : _____
Fax No. : _____
E-Mail Address : _____

5. Full Address of Registered : _____

Telephone No. : _____
Fax No. : _____
E-Mail Address : _____

6. Name & Telephone No. of Authorized officer/person to liaise with Field Office(S) : _____

7. Banker of the Manpower Service : _____
 Provider (attached certified copy of _____
 statement of A/c for the last Three _____
 Year)
 Telephone Number of Banker : _____
8. PAN / GIR No. : _____
 (Attach attested copy)
9. Service Tax Registration No. : _____
 (Attach attested copy)
10. E.P.F. Registration No. : _____
 (Attach attested copy)
11. E.S.I. Registration No. : _____
 (Attach attested copy)
12. Financial Turnover of the tendering Manpower Service Provider for the last 3 Financial Years.

Financial Year	Amount (Rs. Lacs)	Remarks, if any
2011-12		
2012-13		
2013-14		

13. Additional information, if any:

Attach separate sheet if space provided is insufficient)

14. 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) :

Sr. No.	Name of client address, telephone & Fax No.	Manpower Services Provided		Amount of contract (Rs. Lacs)	Duration of contract	
		Type of Manpower provided	No.		From	To

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

Signature of authorized person

Name :

Seal :

Date : _____

Place : _____

DECLARATION

1. I, _____
Son / Daughter / Wife of _____
proprietor/Director/authorised signatory of the Service Provider, mentioned above,
am competent to sign this declaration and execute this tender document;
2. I have carefully read and understood all the terms and conditions of the tender
and undertake to abide by them;
3. The information / documents furnished along with the above application are true
and authentic to the best of my knowledge and belief. I/we, am / are well aware
of the fact that furnishing of any false information / fabricated document would
lead to rejection of my tender at any stage besides liabilities towards prosecution
under appropriate law.

Signature of authorized person

Name :

Seal :

Date : _____

Place : _____

Application – Financial Bid

For Providing Manpower Assistance to the Office of the Director, Capital Hospital, Bhubaneswar

1. Name of tendering Manpower Service Provider:
2. Rate per person per month (8 hours per day) inclusive of all statutory liabilities, taxes, levis, cess etc :

Sl. No.	Manpower Type	Monthly Rate per person						
		*Take home remuneration	EPF	ESI	Other statutory dues if any	Service charge	Service tax	Total per person
Category (A)								
01	Protocol Manager							
02	DEO							
03	Attendant							
04	Electrician							
05	Plumber							
06	Gas pipe line operator							
07	Driver							
08	Sweeper(only for ICU)							
Category (B)								
01	Security guards							
02	Supervisor							

*Minimum take home remuneration per person should be as per labour law.

*No bifurcation of Take Home Remuneration is allowed.

Signature of authorised person

Name :

Seal :

Date : _____

Place : _____

Notes:

1. The total rates quoted by the tendering agency should be inclusive of all statutory/taxation liabilities in force at the time of entering into the contract.
2. 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.

TERMS & CONDITIONS

❖ GENERAL

1. The agreement shall commence from dt. 1.01.2015 & dt.1.06.2015 and shall continue till dt.31.12.2015 & dt. 31.05.2016 for Category A & B respectively 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 requirement.
2. The agreement shall automatically expire on dt. 1.01.2016 & 1.06.2016 for category A & B respectively unless extended further by the mutual consent of Manpower Provider & 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. The Manpower Service Provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this agreement to any other agency or Organisation by whatever name be called without the prior written consent of the Authority.
5. The Director, Capital Hospital Bhubaneswar at present, has tentative requirement of Protocol Manager-1, DEO -4, Attendant-50, electrician-3 , plumber-1 , driver-1, sweeper-4(only for ICU), security guards & supervisors-65 on urgent basis. The requirement of department 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 and agreement making it liable for legal action besides termination of the Agreement.

7. The Authority reserves right to terminate the agreement during initial period also after giving 30 days notice to the Manpower Service Provider.
8. The person deployed shall be required to report for work at various time on rotation basis to the Superintendent, Capital Hospital, Bhubaneswar or such officer as may have been kept in charge of the Office Establishment of the Office concerned and would leave after completion of duty and may also require to work beyond allotted time 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 department so that optimal services of the persons deployed could be availed without any disruption.
10. The entire financial liability in respect of manpower services deployed in the Department or Office Concerned shall be that of the manpower Service Provider and the Department or office concerned will in no way be liable. It will be the responsibility of the Manpower Service Provider to pay to the person deployed a sum not less than the minimum rate quoted in the financial bid and adduce such evidence as may be required by the department of Office concerned.
11. For all intents & purposes, the Manpower Service Provider shall be the "Employer" within the meaning of different rules & Acts in respect of manpower so deployed. The persons deployed by the Manpower Service Provider shall not have any claim whatsoever like employer and employee relationship against the Department or office concerned.
12. The Manpower Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to person deployed. The Department shall, in no way, be responsible for settlement of such issues whatsoever. In case the grievances of the deployed person are not attended to be the Manpower Service Provider the deployed person can place their grievances before a Joint Committee consisting of a representative of the Department or Office Concerned and an Authorised representative of the Manpower Service Provider.

13. The Department shall not be responsible for any financial loss or nay injury to any person deployed by the Manpower Service Provider in the course of their performing the functions/duties, or payment towards any compensation.
14. The person 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 the expiry of the agreement.
15. In case of the termination of this agreement on its expiry or otherwise, the person 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 Licence under Contract Labour (Regulations and Abolition) Act, 1970 if any, at his own part or cost.*
18. The Manpower Service Provider shall provide a substitute well in advance if there occurs any probability of the person leaving the job due to his / her own personal reasons. The payment in respect of overlapping period of the substitute shall be the responsibility of the Manpower Service Provider. The Manpower Service Provider shall be responsible for contributions towards Provident Fund and Employees State Insurance, wherever applicable.
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 person deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote good will and enhance the image of the Department or Office concerned. The Manpower Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.

❖ **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 department or Office concerned. The Department 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 Department or office concerned to the concerned tax collection authorities, from time to time, as per the rules and regulations in the matter. Attested Xerox copies of such documents shall be furnished to the Department or office concerned.
24. The Manpower Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of the Department or office concerned.
25. The Tax deduction at Source (T.D.S.) shall be done as per the provisions of Income Tax Act/Rules, as amended, from time to time and a certificate to this effect shall be provided by the Department or office concerned.

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

26. In case, the Manpower Service Provider fails to comply with any liability under appropriate law, and as a result thereof, the Department or the office concerned is put to any loss/obligation, monetary or otherwise, Department or the office concerned will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Manpower Service Provider, to the extent of the loss or obligation in monetary terms.

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

❖ **FINANCIAL**

28. The Technical Bid should be accompanied with an Earnest Money Deposit (EMD) of Rs.20000/-, refundable without interest in the form of Demand Draft / Pay order drawn in favour of Director, Capital Hospital, Bhubaneswar 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 returned to them without any interest. In case of successful tenderer if the agency fails to deploy the required manpower against the initial requirement within 30days form 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. 100000/- (Rupees one lakh) only in the form of Bank Guarantee from only Nationalized 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 Department or Office concerned in respect

of the persons deployed and submits 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 Director, Capital Hospital, Bhubaneswar.
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 or 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 of headquarter of the authority, who has executed the agreement, is located.
38. The successful bidder will enter into an agreement with Director, Capital Hospital, Bhubaneswar for deployment of suitable and qualified manpower as per requirement of this Department on the above terms and conditions.
39. Non refundable processing fee of Rs,500/-(five hundred) only in shape of Bank draft drawn in favour of Director, capital Hospital, Bhubaneswar from any nationalised bank will be attached with the technical bid.

DOCUMENTS TO BE PROVIDED WITH THE TECHNICAL BID

1. Application - Technical Bid;
2. Attested copy of registration of agency;
3. Certified copy of the statement of bank account of agency for the last three years;
4. Attested copy of PAN / GIR Card;
5. Attested copy of the latest IT filed by agency;
6. Attested copy of Service Tax registration certificate along with latest tax deposit
chalans/receipts;
7. Attested copy of the P.F. registration letter /certificate along with up-to-date money
deposit receipt/chalans for the employees deployed in Capital Hospital if applicable;
8. Attested copy of E.S.I. registration letter / certificate along with proof of insurance
coverage of the employees deployed in Capital Hospital, Bhubaneswar if applicable;
9. Certified documents in support of the Financial turnover of the agency;
10. Certified documents in support of entries in column 13 of Technical Bid application.
11. Copy of the terms and conditions at pages 14-20 in Tender Document with each page
duly signed and sealed by the authorized signatory of the agency in token of their
acceptance.
12. Authorization certificate of the agency.

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

1. List of Manpower shortlisted by agency for deployment in the Director, Capital Hospital, 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.
4. They should not have any criminal cases or adverse police record against them.
5. They should have requisite physical standard for security guard both mentally & physically fit for the job.

AGREEMENT

This Agreement is made on this _____ day of _____ between the Director, Capital Hospital, Bhubaneswar. Here-in-after referred to as the "Authority" which expression shall, where the context so requires or admits, also includes its successors or assignees of the one part;

And

M/s. _____ represented by Sir _____, 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 "Category-A(attendants & others) and Categories B Security guards" are required in Capital Hospital;

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 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" here agrees with the "Authority" to provide personnel to be engaged as "Protocol Manager, DEO, attendants, electrician, plumber, driver, gas pipe line operators, sweepers (only for ICU), security guards, & supervisors" in Capital Hospital, Bhubaneswar in conformity with the provisions of the Terms & Conditions.
3. That the "Authority" here by further agrees to pay the "Manpower Service Provider" the contract price at the time and in the manner prescribed in the said Terms & 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 31.12.2015 and 31.05.2016 for Category A & B respectively.

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
Authorised to sign on behalf of
Manpower Service Provider

Signature of the Authority
An officer acting in the premises
for and on behalf of Capital Hospital,
Bhubaneswar

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 1.01.2015 & 1.06.2015 and shall continue till 31.12.2015 & 31.05.2016 for Category A & B respectively 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 requirement.
2. The agreement shall automatically expire on dt. 1.01.2016 and dt. 1.06.2016 for category A & B respectively as the case may be unless extended further by the mutual consent of Manpower Provider & 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. The Manpower Service Provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this agreement to any other agency or 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 to the Director, Capital Hospital, Bhubaneswar 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 and agreement making it liable for legal action besides termination of the Agreement.
6. The Authority reserves right to terminate the agreement during initial period also after giving 30 days notice to the Manpower Service Provider.

7. The person deployed shall be required to report for work at various times on rotation basis to the Superintendent, Capital Hospital, Bhubaneswar or such officer as may have been kept in charge of the Office Establishment of the Office concerned and would leave at specified time and may also require to work beyond stipulated time 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 person deployed may be called on holidays to attend duty and shall be compensated as per standing procedure by this office on attending such duty.
9. The Manpower Service Provider shall nominate a coordinator who shall be responsible for immediate interaction with the Superintendent, Capital Hospital, Bhubaneswar so that optimal services of the persons deployed could be availed without any disruption.
10. The entire financial liability in respect of manpower services deployed in the office of the Director, Capital Hospital, Bhubaneswar or Office Concerned shall be that of the manpower Service Provider and the Director, Capital Hospital, Bhubaneswar or office concerned will in no way be liable. It will be the responsibility of the Manpower Service Provider to pay to the person deployed a sum not less than the minimum rate quoted in the financial bid and adduce such evidence as may be required by the department or Office concerned.
11. For all intents & purposes, the Manpower Service Provider shall be the "Employer" within the meaning of different rules & Acts in respect of manpower so deployed. The persons deployed by the Manpower Service Provider shall not have any claim whatsoever like employer and employee relationship against the Department or office concerned.
12. The Manpower Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to person deployed. The Department shall, in no way, be responsible for settlement of such issues whatsoever. In case the grievances of the deployed person are not attended to by the Manpower Service Provider the deployed person can place their grievances before the Joint Committee consisting of the authority and an authorised representative of the Manpower Service Provider.

13. The Department shall not be responsible for any financial loss or nay injury to any person deployed by the Manpower Service Provider in the course of their performing the functions/duties, or payment towards any compensation.
14. The person 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 the expiry of the agreement.
15. In case of the termination of this agreement on its expiry or otherwise, the person 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 shall 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 Licence under Contract Labour (Regulations and Abolition) Act, 1970 if any, at his own part or cost, if required under the Act.
18. The Manpower Service Provider shall provide a substitute well in advance if there occurs any probability of the person leaving the job due to his / her own personal reasons. The payment in respect of overlapping period of the substitute shall be the responsibility of the Manpower Service Provider. The Manpower Service Provider shall be responsible for contributions towards Provident Fund and Employees State Insurance, wherever applicable.
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 person deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote good will and enhance the image of the Department or Office concerned. The Manpower Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.
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 office of the Director, Capital Hospital, Bhubaneswar. The Director, Capital Hospital, Bhubaneswar 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 Director, Capital Hospital, Bhubaneswar to the concerned tax collection authorities, from time to time, as per the rules and regulations in the matter. Attested Xerox copies of such documents shall be furnished to the Department or office concerned.
24. The Manpower Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of the Department or office concerned.
25. The Tax deduction at Source (T.D.S.) shall be done as per the provisions of Income Tax Act/Rules, as amended, from time to time and a certificate to this effect shall be provided by the Department or office concerned.
26. In case, the Manpower Service Provider fails to comply with any liability under appropriate law, and as a result thereof, the Director, Capital Hospital, Bhubaneswar is put to any loss/obligation, monetary or otherwise, the Director, Capital Hospital, Bhubaneswar 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 Director, Capital Hospital, Bhubaneswar 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 Director, Capital Hospital, Bhubaneswar by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the performance Security deposit.

28. 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.
29. The Manpower Service Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by the Director, Capital Hospital, Bhubaneswar 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.
30. 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 Director, Capital Hospital, Bhubaneswar.
31. 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.
32. 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.
33. 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.
34. All disputes shall be under the jurisdiction of the court at Bhubaneswar of headquarter of the authority, who has executed the agreement, is located.
