

# DIRECTORATE OF DRUGS CONTROL, ODISHA

Near Sainik School, New Nandankanan Road, Bhubaneswar – 751017

☎: 0674-2300494, 2303646/ FAX: 0674-23002624

Email – [drugscontrolorissa@gmail.com](mailto:drugscontrolorissa@gmail.com), [dcaodisha@nic.in](mailto:dcaodisha@nic.in)/ Website: <http://dcaodisha.nic.in>



No. 4181 /Bhubaneswar,

Dated: 20.4.17

## CORRIGENDUM TO TENDER CALL NOTICE NO.4109/ DATED.18.04.2017

The date of sale of Tender paper (Bid Reference No.DC-Tender-2017-18-01) appeared as 24.04.2017 to 19.05.2017 in this Directorate Tender Call Notice No.4109/ dated.18.04.2017 published in odia daily “Sambad, Dhanitri “dated.20.04.2017” may be read as 24.04.2017 to 18.05.2017 for all purpose. All other terms, conditions & schedules of the said Tender shall remain unchanged.

  
[K. Mahapatra]  
Drugs Controller, Odisha

Memo No. \_\_\_\_\_ /DCA, Bhubaneswar,

Dated: \_\_\_\_\_

Copy along with a soft copy forwarded to the Director, Information & Public Relation Department, Government of Odisha, Bhubaneswar for information and necessary action in continuation to this directorate Memo No.4110 dated.18.04.2017.

It is requested that the above corrigendum may be published in the above mentioned Newspapers immediately for information and necessary action of the prospective bidders.

  
Drugs Controller, Odisha

Memo No. 4183 /DCA, Bhubaneswar,

Dated: 20.4.17

Copy along with a soft copy forwarded to the System Analyst, Health & Family Welfare Department, Government of Odisha, Bhubaneswar for information and necessary action.

He is requested to publish the above corrigendum in Government website immediately for information and necessary action of the prospective bidders.

  
Drugs Controller, Odisha

Copy to Notice Board



## TERMS & CONDITIONS

GOVERNMENT OF ODISHA  
HEALTH & FAMILY WELFARE DEPARTMENT

**TENDER DOCUMENT FOR PROVIDING OF MANPOWER TO THE  
PMRU UNDER DIRECTORATE OF DRUGS CONTROL, ODISHA FOR A  
PERIOD OF ONE YEAR FROM THE DATE OF APPROVAL OF TENDER**

**Bid Reference No. DC-Tender 2017-18-01**

- Date of commencement of sale of the tender document: 24/04/2017 to 19.05.2017
- Cost of Tender Paper (Non-refundable): Rs.1000/- + 50/- (VAT @5%)
- Pre Bid Conference: 02/05/2017 at 11:30 A.M
- Last Date for Sale of Tender Document: 19/05/2017 upto 2.00 PM
- Date & Time for Receipt of Tender (Cover A): 19/05/2017 at 4:00 PM
- Date & Time of Opening of Tender (Cover B): Will be intimated later.

- Place of opening of tender /
- Pre Bid Conference: &  
Address for Communication:

Directorate of Drugs Control, Odisha  
Near Sainik School, New Nandankanan Road,  
Bhubaneswar – 751017  
☎: 0674–2300494, 2303646/ FAX: 0674–23002624  
Email – drugscontrolorissa@gmail.com,  
[dcaodisha@nic.in](mailto:dcaodisha@nic.in)  
Website: <http://dcaodisha.nic.in>, [www.odishagov.in](http://www.odishagov.in)

**DIRECTORATE OF DRUGS CONTROL, ODISHA**

Near Sainik School, New Nandankanan Road, Bhubaneswar – 751017, Dist. Khurda

# DIRECTORATE OF DRUGS CONTROL, ODISHA

Near Sainik School, New Nandankanan Road, Bhubaneswar – 751017

☎: 0674-2300494, 2303646/ FAX: 0674-23002624



Email – [drugscontrolorissa@gmail.com](mailto:drugscontrolorissa@gmail.com), [dcaodisha@nic.in](mailto:dcaodisha@nic.in)/ Website: <http://dcaodisha.nic.in>, [www.odishagov.in](http://www.odishagov.in)

No. 4109 /, Bhubaneswar  
DC-MISC-DPCO-31/2016

Dated. 18.4.17

## TENDER DOCUMENT FOR PROVIDING OF MANPOWER TO THE PMRU UNDER DIRECTORATE OF DRUGS CONTROL, ODISHA FOR A PERIOD OF ONE YEAR FROM THE DATE OF APPROVAL OF TENDER Bid Reference No. DC-Tender 2017-18-01

Sealed tender are invited from reputed/ registered Manpower Agencies/ Service Providers to provide the services of **different Manpower** [like **Project Co-ordinator, Field Investigator, Data Entry Operator**] for a period of one year with effect from the date of execution of the agreement with the Service Provider agency by the hirer through on contract basis for day to day official work of PMRU of Directorate of Drugs Control, Odisha.

➤ Date of sale of Tender paper:	--	<b>24.04.2017 to 19.05.2017</b> (11 A.M to 4 P.M on all working days)
➤ Last date of submission of Tender:	--	<b>19.05.2017 up to 2PM</b>
➤ Pre-Bid conference:	--	<b>02.05.2017 at 11.30 AM</b>
➤ Date of opening of Tender:(Cover-A)	--	<b>19.05.2017 at 4PM</b>
➤ Cost of Tender paper: (Non-refundable)		<b>Rs.1050/- (Rupees one thousand Fifty) Bank draft/ Demand Draft/ Pay Order in favour of "Drugs Controller, Directorate of Drugs Control, Odisha" from any Nationalized/ Scheduled Bank payable at Bhubaneswar</b>
➤ Address for correspondence:		<b>Directorate of Drugs Control, Near Sainik School, New Nandanakan Road, Bhubaneswar, Odisha – 751017.</b>

The Tender will be opened on scheduled date and time in office chamber of the undersigned in presence of the bidders or their authorised representatives. In the event of the date being declared as a holiday for Government of Odisha, the due date of submission of bids and opening of bids will be the next working day. The Bidders can also download the Tender documents directly from Government website available at <http://dcaodisha.nic.in> (view all Tenders) subject to condition that the money towards tender cost will be applicable as per procedure mentioned above. Any tender received after the due date & time will be rejected and returned to the sender un-opened. The Tender will be received through Regd. Post/ Courier Service/ Speed Post only. The authority reserve the right any/ all the Tenders without assigning any reasons thereof.

Drug Controller, Odisha

Memo No. 4110 /DCA, Bhubaneswar,

Dated: 18.4.17.

Copy along with a soft copy forwarded to the Director, Information & Public Relation Department, Government of Odisha, Bhubaneswar for information and necessary action.

He is requested to kindly publish the above Tender Notice in two leading odia daily Newspapers preferably "Sambad, Dharitri, Samaj etc. before 19.04.2017 positively.

  
Drugs Controller, Odisha

Memo No. 4111 /DCA, Bhubaneswar,

Dated: 18.4.17.

Copy along with a soft copy forwarded to the System Analyst, Health & Family Welfare Department, Government of Odisha, Bhubaneswar for information and necessary action.

He is requested to publish the above Tender Call Notice in Government website before 19.04.2017 positively for general information of the prospective Bidders.

  
Drugs Controller, Odisha

Memo No. 4112 /DCA, Bhubaneswar,

Dated: 18.4.17.

Copy forwarded to the Director, (M & E), NPPA, YMCA Culture Centre Building, 1, Jai Singh Road, New Delhi-110001 for information and necessary action.

  
Drugs Controller, Odisha

Memo No. 4113 /DCA, Bhubaneswar,

Dated: 18.4.17.

Copy forwarded to Dy. Secretary (IT) to Govt. of Odisha, Health & F.W Deptt. for information with a request to co-ordinate with IT centre for uploading the tender document in the website Health & F.W as well as Govt. of Odisha.

  
Drugs Controller, Odisha

## TENDER DOCUMENT

**FOR PROVIDING SERVICES OF MANPOWER TO THE PMRU UNDER DIRECTORATE OF  
DRUGS CONTROL, ODISHA BY A PRIVATE MANPOWER SERVICE PROVIDER**

(a) Period of issue of Tender Document:	24/04/2017 TO 19/05/2017 11 A.M. TO 4 P.M on all working day
(b) Date and time for submission of Tender Document:	19/05/2017 upto 2.00 P.M.
(c) Date and time for opening of	
(i) Technical Bids: (Cover-A)	19/05/2017 at 4 P.M.
(ii) Financial Bids of eligible Bidders: (Cover-B)	Will be intimated later on.
(d) Likely date for commencement of deployment of required manpower:	Soon after finalisation of the tender process.

## CONTENTS OF TENDER DOCUMENT

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## Section -I

### SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS

1. The Drugs Controller, Directorate of Drugs Control, Near Sainik School, New Nandankanan Road, Odisha, Bhubaneswar –751017 requires the services of reputed/ registered, well established and financially sound Manpower Service Providers to provide services of different type of Manpower (as per **Annexure –I**) on contract basis for day to day official work of PMRU of Directorate of Drugs Control, Odisha.
2. The contract for providing the aforesaid manpower is likely to commence from the date of execution of agreement on non-judicial stamp paper between the service provider and the authority which will remain valid for a period of one year and can be further extended mutually. The authority however, reserves right to terminate this initial contract at any time after giving one week's notice to the selected Service Provider.
3. The Directorate of Drugs Control, Odisha has the tentative requirements of the manpower as specified below:

1.	Project Co-Ordinator	--	1 no.
2.	Field Investigator	--	3 nos.
3.	Data Entry Operator	--	3 nos.

The requirements may increase/ decrease in any/ all the categories. The eligible bidders, those have the capability of providing above types of manpower as per the prescribed technical parameters in the tender document are allowed to participate in the selection process. Part bids will not be taken into consideration.

4. The estimated cost of the contract is approximately **Rs.19.8 lakh per annum**.
5. The interested Manpower Service Providers may submit the tender document complete in all respects along with **Earnest Money Deposit (EMD) of Rs.10,000/-** in shape of Bank draft/ Demand Draft / Pay Order in favour of "**Drugs Controller, Odisha**" from any Nationalized/ Scheduled Bank payable at Bhubaneswar and other requisite documents by **19/05/2017 up to 2PM** at Directorate of Drugs Control, Odisha, Near Sainik School, New Nandanakan Road, Bhubaneswar. Any tender received after the due date & time will be rejected and returned to the sender un-opened. The Tender will be received through **Regd. Post/ Courier Service/ Speed Post** only. The authority will not be responsible for any postal delay. Email/ Fax/ Late Bids will be summarily rejected.
6. The various crucial dates relating to above Tender are cited as under:

(a)	Period of issue of Tender Document:	<b>24.04.2017 TO 19.05.2017</b>
(b)	Date and time for submission of Tender Document:	<b>19/05/2017 up to 2PM</b>
(c)	Pre-Bid conference:	<b>02/05/2017 at 11.30 AM</b>
(d)	Date and time for opening of Technical Bid:	<b>19/05/2017 at 4 PM</b>
(e)	Date and time for opening of Financial Bids of eligible Tenders and selection:	Will be intimated later on.

**N.B:** In the event of the date being declared as a holiday for Government of Odisha, the due date of submission of bids and opening of bids will be the next working day.

7. The tender has been invited under **two bid system i.e. Technical Bid and Financial Bid**. The interested agencies are advised to submit two separate sealed envelopes super scribing

“Technical Bid for Providing Manpower Services to Directorate of Drugs Control, Odisha” and “Financial Bid for Providing Manpower Services to Directorate of Drugs Control, Odisha”. Both sealed envelopes should be kept in a third sealed envelope super scribing “Tender for Providing Manpower Services to Directorate of Drugs Control, Odisha”.

8. The **Earnest Money Deposit (EMD) of Rs.10,000/- (Rupees Ten thousand)** only, refundable (without interest), should be necessarily accompanied with the Technical Bid in shape of Bank draft/ Demand Draft/ Pay Order in favour of “**Drugs Controller, Odisha**” from any Nationalized/ Scheduled Bank payable at Bhubaneswar **failing which the tender shall be rejected summarily.**
9. The successful bidder will have to deposit a **Performance Security Deposit of Rs.1,00,000/- (Rupees One Lakh)** (i.e. 0.5% of the total estimated value) only in the form of **Bank Guarantee from any Nationalized Bank drawn in favour of “Drugs Controller, Odisha” covering the period of the contract. In case, the contract is further extended beyond the initial period, the Bank guarantee will have to be accordingly renewed by the successful bidder.**
10. The successful tenderer will have to deposit a **Performance Security Deposit of Rs.1,70,000/- (Rupees One Lakh Seventy thousand)** only in the shape of Bank Guarantee from any Nationalized Bank drawn in favour of “**Drugs Controller, Odisha**” covering the period of contract. In case, the contract is further extended beyond the initial period, the Bank Guarantee will have to be accordingly renewed by the successful tenderer.
11. The tendering Manpower Service providers are required to enclose self attested photocopies of the following documents along with the Technical Bid, **failing which their bids shall be summarily/ out rightly rejected and will not be considered any further:**
  - (a) Copy of registration certificate of the applicant’s organization;
  - (b) Copy of registration certificate to run Shops & Commercial establishment;
  - (c) Copy of registration certificate under E.P.F Act, 1952;
  - (d) Copy of registration certificate under E.S.I Act, 1948;
  - (e) Copy of the Service Tax registration certificate as Manpower Recruitment or Supply Agency;
  - (f) Copy of PAN/ GIR card;
  - (g) Copy of the IT return filed for the last three financial years;
  - (h) Certified extracts of the Bank Account containing transactions during last three years.
12. **The conditional bids shall not be considered and will be out rightly rejected in very first instance.**
13. The Tendering firms **have not been derecognized/ blacklisted** by any State Government/ Government of India/ Union Territory/ Government organization.
14. 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 initialed by the person authorized to sign the tender bids.



15. The tender of the Agency who have been blacklisted by the State Government/ Government of India/ Union Territory/ Government organization will not be considered.
16. The Technical bids shall be opened on the scheduled date and time as mentioned above (Sl. No. 6) in the office of the Drugs Controller, Odisha, Bhubaneswar in the presence of the bidders or their authorised representative, who wish to be present on the spot at that time.
17. The Financial Bid of only those tenderers will be opened whose Technical bids are found in order. The Financial bids shall be opened on the scheduled date and time as mentioned above (Sl. No. 6) in the office of the Drugs Controller, Odisha, Bhubaneswar in the presence of the bidders or their authorised representatives, who wish to be present on the spot at that time.
18. The bidder with lowest evaluated financial bid (L1) would be considered for award of contract. In case, the lowest bidder (L1) is disqualified after selection for any reason then negotiations will be made with the second lowest (L2) bidder for award of the contract at (L1) price. However, the decision of the authority will be final during the finalisation stage.
19. The quoted rates shall not be less than the minimum wage fixed/ notified by the Government of Odisha and shall include all statutory obligations. The Service provider shall be liable for all kinds of dues payable in respect of the personnel provided under the contract and the government shall not be liable for any dues for availing the services of the personnel. The monthly bills will not be released until the service provider produces proof of up to date payment of EPF & ESI contribution.
20. The Authority reserves the right to reject all bids/ terminate the tender process without assigning any reason thereof.

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## Section - II

### TECHNICAL REQUIREMENTS FOR THE TENDERING MANPOWER SERVICE PROVIDER

1. The tendering manpower service provider should fulfill the following technical specifications:
  - (a) The registered office or one of the branch offices of the manpower Service Provider firm/ agency should be located within the jurisdiction at 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 or Banks, etc;
  - (d) They should have their own Bank Account;
  - (e) They should be registered under Service Tax as Manpower Recruitment or Supply Agency;
  - (f) They should be registered with Income Tax Department;
  - (g) They should be registered with appropriate authorities under Employees Provident Fund Act, 1952 and Employees State Insurance Act, 1948.
  - (h) The Tendering firms whose annual turnover is Rs.50 lakh or more in each of the year for last three financial years (2013-14, 2014-15, 2015-16) shall be eligible to participate in the Tender.
  - (i) They should submit the attested copies of Audit certificates for last preceding 3 (three) (i.e. 2013-14, 2014-15, 2015-16) years duly signed by the Auditor/ Chartered Accountant with the bid documents.
  - (j) Execution of contracts of similar type during preceding 3 years of value equal or more than 60% of the estimated cost of the present contract.
  - (k) The Tendering firms have not been derecognized/ blacklisted by any State Government/ Government of India/ Union Territory/ Government organizations.

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ANNEXURE -I

**TECHNICAL REQUIREMENTS FOR MANPOWER TO BE DEPLOYED BY SUCCESSFUL  
MANPOWER SERVICE PROVIDER AGENCY IN PMRU UNDER DIRECTORATE OF DRUGS  
CONTROL, BHUBANESWAR**

Sl. No.	Manpower	Requirement	Age	Qualification and Experience
1	2	3	4	5
1.	Project Co-Ordinator	1 No.	Should be within 21-45 years	❖ The candidate should have Bachelor Degree in Pharma with at least 2 years experience in the Pharma Sector. Candidates who possess Master Degree in Pharma Shall be given preference.
2.	Field Investigator	3 No.	-do-	❖ Bachelor Degree in Pharma. Candidates who have practical experience in *[pharma sector] shall be given preference.
3.	Data Entry Operator	3 No.	-do-	❖ Graduate or equivalent, Degree with having good knowledge of Computer viz. windows, MS office, Internet etc. Six months Diploma Course in Computer Application from any recognized Institution OR "A" level from Department of Electronics accredited Computer Companies. He must have Oriya knowledge up to upper primary standard.

[N.B: Pharma Sector means experience in Drug Regulation (under Drugs Control Amdn./FDA) or academic experience in pharmaceutical science from recognised university/institution or manufacturing/testing of drug from a drug manufacturing unit.]

## Section -III

### APPLICATION: TECHNICAL BID

#### FOR PROVIDING MANPOWER SERVICES TO DIRECTORATE OF DRUGS CONTROL, ODISHA

1.	Name of Tendering Manpower Service Provider:	_____
2.	Details of Earnest Money Deposit:	DD No. _____
		Date _____
		Amount Rs. _____
		Drawn on Bank _____
3.	Name of Proprietor/ Partner/ Director:	_____
		_____
		_____
4.	Full Address of Registered Office:	_____
		_____
		Telephone No.: _____
		FAX No.: _____
5.	Full address of Operating / Branch Office:	_____
		_____
		Telephone No.: _____
		FAX No.: _____
6.	Name & telephone no. of Authorized Officer/ Person to liaise with Field Office(s):	_____
		_____
		Telephone No.: _____
		FAX No.: _____
7.	Banker of the Manpower Service Provider:	_____
	(Attach certified copy of statement of A/c for the last Three years)	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 <b>Manpower Service Provider</b> for the last 3 Financial Years.	Financial Year	Amount (Rs. In Lakh)	Remarks, if any		
		2013-14				
		2014-15				
		2015-16				
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)					
Sl. No.	Name of client, address, telephone & Fax no.	Manpower services Provided		Amount of Contract (Rs. In Lakh)	Duration of contract	
		Type of manpower provided	No.		From	To
15.	Additional information, if any (Attach separate sheet, if required)					
		Signature of authorized person				
Date:		Name:				
Place:		Seal:				
<b>DECLARATION</b>						
1.	I, _____ Son / Daughter / Wife of Shri _____ Proprietor/ Director/ authorized signatory of the Service Provider, mentioned above, am competent to sign this declaration and execute this tender document;					
2.	I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them;					
3.	The information/ documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / we, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.					
		Signature of authorized person				
Date:		Name:				
Place:		Seal:				

## Section -IV

### APPLICATION – FINANCIAL BID

#### FOR PROVIDING MANPOWER ASSISTANCE TO DIRECTORATE OF DRUGS CONTROL, ODISHA

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

Sl. No.	Manpower Type	RATE OF MONTHLY WAGES PER PERSON (In Rs.)							Grand Total
		*Minimum Take home remuneration	EPF [ @13.36% ]	ESI [ @4.75% ]	Other statutory dues if any	Service charge	Service tax [ @14.00% ]	Swachh Bharat Cess & Krushi Kalyan Cess [ @1% ]	
1.	Project Co-Ordinator	33000.00							
2.	Field Investigator	18000.00							
3.	Data Entry Operator	10750.00							

\*Minimum take home remuneration per person should not be less than the rate fixed by Government.

Signature of authorized person

Date:

Full Name:

Place:

Seal:

#### **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 & fixed for the period of contract. No escalation shall be allowed under any circumstances.
2. Bidders have to quote for both the positions under this tender and the bid with lowest evaluated monthly charges for the required manpower (at slno.3) will be awarded with contract.
3. 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 as per the actual.
4. The employee's share of contribution towards EPF & ESI shall be deducted by the service provider from the minimum take home remuneration\* of the person engaged'. **Proof of deposit of the same with the concerned authority must be furnished.**
5. **In no such cases, the Agency should not quote the Service Charges as 'NIL or Unrealistic 'rate'.**

## Section -V

### TERMS AND CONDITIONS FOR PROVIDING MANPOWER SERVICES TO DRUGS CONTROLLER, ODISHA

1. The agreement shall commence date of effectiveness of the contract and will be valid for a period of one year unless it is curtailed or terminated by the authority owing to deficiency of service, sub-standard quality of manpower deployed, breach of contract etc or change in requirements.
2. The Agreement shall automatically expire on completion of one year unless extended further by the mutual consent of the Manpower Service Provider and the Drugs Controller, Odisha.
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 Drugs Controller, Odisha.
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 Drugs Controller, Odisha.
5. The Drugs Controller, Odisha at present, has tentative requirement of different Man Powers as per **Annexure -I** on urgent basis. The requirement of the authority may further increase or decrease marginally, during the period of initial contract also and the qualified bidder would have to provide additional manpower services, if required, on the same terms and conditions.
6. The Manpower Service Provider will be bound by the details furnished by it to the authority while submitting the tender or at subsequent stage. In case, any of such documents furnished by it is found to be false at any stage, it would be deemed to be a breach of terms of Agreement making it liable for legal action besides termination of the Agreement.
7. The Drugs Controller, Odisha reserves the right to terminate the Agreement during initial period also after giving **15 days notice** to the Manpower Service Provider.
8. The persons deployed shall be required to report for work in PMRU in the Directorate of Drugs Control, Odisha at 10.00 AM & would leave office at 5.00 P.M and may also be required to work beyond 5.00 PM for which he would not be paid any extra remuneration. In case, the person deployed remains absent on a particular day or comes late/ leaves early on three occasions, proportionate deduction from the remuneration for one day will be made.
9. The Manpower Service Provider shall nominate a coordinator who shall be responsible for immediate interaction with the Drugs Controller, Odisha 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 PMRU under Directorate of Drugs Control, Odisha shall be that of the Manpower Service Provider and the Drugs Controller, Odisha 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 Drugs Controller, Odisha.
11. For all intents and purposes, the Manpower Service Provider shall be the **"Employer"** within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Manpower Service Provider shall not have any claim whatsoever like employer and employee relationship against the Directorate of Drugs Control, Odisha.
12. The Manpower Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The Drugs Controller, Odisha shall, in no way,

be responsible for settlement of such issues whatsoever. In case the grievances of the deployed person are not attended to by the Manpower Service Provider the deployed person can place their grievance before a Joint Committee consisting of a representative of Drugs Controller, Odisha and an authorized representative of the Manpower Service Provider.

13. The Drugs Controller, Odisha shall not be responsible for any financial loss or any injury to any person deployed by the Manpower Service Provider in the course of their performing the functions/duties, or for payment towards any compensation.

14. The persons deployed by the Manpower Service Provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular / confirmed employees during the currency or after expiry of the Agreement.

15. In case of termination of this Agreement on its expiry or otherwise, the persons deployed by the Manpower Service Provider shall not be entitled to and shall have no claim for any absorption in regular or other capacity.

16. The person deployed shall not claim any benefit or compensation or absorption or regularization 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.

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 own personal reasons. The payment in respect of the 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 and other statutory dues, wherever applicable.

19. The persons deployed by the Manpower Service Provider should have good police records and no criminal case should be pending against them.

20. The persons deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote good will and enhance the image of the 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 PMRU in Directorate of Drugs Control, Odisha. The Drugs Controller, Odisha 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 Drugs Controller, Odisha 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 Drugs Controller, Odisha.

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 Drugs Controller, Odisha any other authority under Law.

25. The Tax deduction at Source (T.D.S) shall be done as per the provisions of Income Tax Act/ Rules, as amended, from time to time and a certificate to this effect shall be provided by the 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 Drugs Controller, Odisha is put to any loss/ obligation, monetary or otherwise, the Drugs Controller, Odisha 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 Drugs Controller, Odisha 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 Drugs Controller, Odisha 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 must be accompanied with an Earnest Money Deposit (EMD) amounting to Rs.10,000/- (Rupees Ten Thousand) (i.e. 0.5% of estimated value) (refundable without interest) in shape of Bank draft/ Demand Draft / Pay Order drawn in favour of "Drugs Controller, Odisha" payable at Bhubaneswar failing which the tender shall be rejected out rightly.

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

30. The successful tenderer will have to deposit a security amount of Rs.1,65,000/- (Rupees One Lakh Sixty-five thousand) only (i.e. one month employee cost including all statutory dues) in the form of Fixed Deposit Receipt (FDR) made in the name of the agency but hypothecated to the "Drugs Controller, Odisha" covering the period of contract. In case, the contract is further extended beyond the initial period, the FDR will have to be accordingly renewed by the successful tenderer.

31. The successful bidder will have to deposit a Performance Security Deposit of Rs.1,00,000/- (Rupees One Lakh) (i.e. 5% of the total estimated value) only in the form of Bank Guarantee from any Nationalized Bank drawn in favour of "Drugs Controller, Odisha" covering the period of the contract. In case, the contract is further extended beyond the initial period, the Bank guarantee will have to be accordingly renewed by the successful bidder.

32. 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.
33. The Manpower Service Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by the Drugs Controller, Odisha 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 tentatively be released by the second week of the succeeding month.
34. 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 Drugs Controller, Odisha.
35. 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.
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. 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.
38. All disputes shall be under the jurisdiction of the court at the Bhubaneswar.
39. The successful bidder will enter into an agreement with Drugs Controller, Odisha for supply of suitable and qualified manpower as per requirement, terms and conditions.

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## Section -VI

### DOCUMENTS TO BE PROVIDED WITH THE TECHNICAL BID

1. Application – Technical Bid;
2. Self- attested photocopy of Registration Certificate of agency;
3. Certified copy of the statement of Bank Account of agency for the last three years;
4. Self- attested photocopy of PAN/ GIR Card;
5. Self- attested photocopy of the latest IT return filed by agency;
6. Self- attested photocopy of Service Tax registration certificate;
7. Self- attested photocopy of the Provident Fund registration letter/ certificate;
8. Self- attested photocopy the Employees State Insurance registration letter/ certificate;
9. Certified documents of Audit Certificate 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..... in Tender Document with **each page duly signed and sealed** by the **authorized signatory** of the agency in token of their acceptance.
12. Declaration (**Annexure-III**) duly signed by the bidder.

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

List of Manpower (as per **Annexure –I**) shortlisted by agency for deployment in PMRU under Directorate of Drugs Control, Odisha containing full details i.e. date of birth, marital status, address, educational qualification etc.

1. Bio-data of all persons.
2. Police verification regarding character antecedent.

**SECTION-VII**

**FORM OF AGREEMENT**

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

And

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

Whereas, the “**Authority**” desires that the services of “**different types of Manpower as per Annexure -I**” are required in PMRU under Directorate of Drugs Control, Odisha, Bhubaneswar;

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 –II** containing the Terms and Conditions shall be deemed to form and to be read and construed as part of this agreement.
2. That in consideration of the payment to be made by the “**Authority**” to the “**Manpower Service Provider**”, the “**Manpower Service Provider**” hereby agrees with the “**Authority**” to provide personnel to be engaged as “**Annexure -I**” in PMRU under Directorate of Drugs Control, Odisha, Bhubaneswar in conformity with the provisions of the Terms and Conditions.
3. That the “**Authority**” hereby further agrees to pay the “**Manpower Service Provider**” the contract price at the time and in the manner prescribed in the said Terms and Conditions.
4. That in the event of any dispute that may arise it shall be settled as per the Terms and Conditions of the contract.
5. That this agreement is valid for one year from the date of execution.

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 the Governor of Orissa**

In the presence of witness:-

**Witness**

**Witness**

1. Name:.....  
Address:.....
2. Name:.....  
Address:.....

1. Name:.....  
Address:.....
2. Name:.....  
Address:.....

TERMS & CONDITIONS OF THE AGREEMENT

1. The Agreement shall commence from the date, \_\_\_\_\_ and shall continue till date, \_\_\_\_\_ unless it is curtailed or terminated by the authority owing to deficiency of service, sub-standard quality of manpower deployed, breach of contract etc or change in requirements.
2. The Agreement shall automatically expire on date, \_\_\_\_\_ further by the mutual consent of the Manpower Service Provider and the Authority.
3. The Agreement may be extended, on the same terms and conditions or with some additions/ deletions/ modifications for a further specific period mutually agreed upon by the Manpower Service Provider and the Drugs Controller, Odisha.
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 Drugs Controller, Odisha.
5. The Drugs Controller, Odisha at present, has tentative requirement of different Man Powers as per **Annexure-I** to be deployed by the manpower service provider. The requirement of the authority may further increase or decrease marginally, during the period of initial contract also and the qualified bidder would have to provide additional manpower services, if required, on the same terms and conditions.
6. The Manpower Service Provider will be bound by the details furnished by it to the authority while submitting the tender or at subsequent stage. In case, any of such documents furnished by it is found to be false at any stage, it would be deemed to be a breach of terms of Agreement making it liable for legal action besides termination of the Agreement.
7. The Drugs Controller, Odisha reserves the right to terminate the Agreement during initial period also after giving **15 days notice** to the Manpower Service Provider.
8. The persons deployed shall be required to report for work at 10.00 AM before the Drugs Controller, Odisha and would leave office at 5.00 PM and may also be required to work beyond 5.00 PM for which he would not be paid any extra remuneration. In case, the person deployed remains absent on a particular day or comes late/ leaves early on three occasions, proportionate deduction from the remuneration for one day will be made.
9. The Manpower Service Provider shall nominate a coordinator who shall be responsible for immediate interaction with the Drugs Controller, Odisha 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 PMRU under Directorate of Drugs Control, Odisha shall be that of the Manpower Service Provider and the Drugs Controller, Odisha 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 Directorate.
11. For all intents and purposes, the Manpower Service Provider shall be the **“Employer”** within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Manpower Service Provider shall not have any claim whatsoever like employer and employee relationship against the Drugs Controller, Odisha.
12. The Manpower Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The Drugs Controller, Odisha shall, in no

way, be responsible for settlement of such issues whatsoever. In case the grievances of the deployed person are not attended to by the Manpower Service Provider the deployed person can place their grievance before a Joint Committee consisting of a representative of the Drugs Controller, Odisha and an authorized representative of the Manpower Service Provider.

13. The Drugs Controller, Odisha shall not be responsible for any financial loss or any injury to any person deployed by the Manpower Service Provider in the course of their performing the functions/duties, or for payment towards any compensation.
14. The persons deployed by the Manpower Service Provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular/ confirmed employees during the currency or after expiry of the Agreement.
15. In case of termination of this Agreement on its expiry or otherwise, the persons deployed by the Manpower Service Provider shall not be entitled to and shall have no claim for any absorption in regular or other capacity.
16. The person deployed shall not claim any benefit or compensation or absorption or regularization 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 Government Authorities, i.e. Labour Commissioner, Provident Fund Authorities, Employees State Insurance Corporation etc., and a copy of the registration should be submitted.
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 own personal reasons. The payment in respect of the 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 and other statutory dues, wherever applicable.
19. The persons deployed by the Manpower Service Provider should have good police records and no criminal case should be pending against them.
20. The persons deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote good will and enhance the image of the 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 PMRU under Directorate of Drugs Control, Odisha. The Drugs Controller, Odisha 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 Drugs Controller, Odisha 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 Drugs Controller, Odisha.

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 Drugs Controller, Odisha any other authority under Law.
25. The Tax deduction at Source (T.D.S) shall be done as per the provisions of Income Tax Act/ Rules, as amended, from time to time and a certificate to this effect shall be provided by the 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 Drugs Controller, Odisha is put to any loss/ obligation, monetary or otherwise, the Drugs Controller, Odisha 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 Drugs Controller, Odisha 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 Drugs Controller, Odisha 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 Drugs Controller, Odisha 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 tentatively 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 Finance department.
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 the **Bhubaneswar**.

Section-VIII

ANNEXURE - III

DECLARATION

(To be signed by the bidder)

I/We Sri \_\_\_\_\_, represented by its Proprietor/  
Managing Partner/ Managing Director of M/s. \_\_\_\_\_  
having its Registered Office at \_\_\_\_\_ do hereby  
declare that I/We have carefully read all the conditions of tender notice for award of contract for  
providing of different manpower's to **Drugs Controller, Odisha** for a period of one year on rate  
contract basis from the date of publication of approved list and will abide by with all the terms  
conditions of the Tender.

I/we declare that I/we have posses the valid Registration Certificate/ Service Tax Registration  
Certificate as Manpower Recruitment or Supply Agency and also registered under Employees  
Provident Fund Act. 1952 and Employees State Insurance Act, 1948.

I/ We do hereby declare that my/ our agency have not been **derecognized/ blacklisted** by  
any State Government/ Government of India/ Union Territory/ Government organization.

I/We agree that the Tender Inviting Authority can forfeit the Earnest Money Deposit or  
Security Deposit and blacklist the Agency for a period of 2 (Two) years, if any information furnished  
by us proved to be false at any time and not abiding by the tender terms & conditions.

Signature of the Bidder

Date:

Name & Address of the Agency