

**RFP FOR SELECTION OF MANPOWER SERVICE PROVIDER AGENCY
FOR ENGAGEMENT OF DIFFERENT CATEGORIES OF MANPOWER
RESOURCES TO BE ENGAGED ON OUTSOURCING BASIS FOR
ADVANCED REHABILITATION CENTRE(ARC), BHUBANESWAR**

State Institute of Disability Rehabilitation (SIDR)

(Under SSEPD Department, Govt. of Odisha)

Capital Hospital, Unit-6, Bhubaneswar, Odisha-751009

Website: <https://ssep.odisha.gov.in/>

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SECTION – I INSTRUCTIONS TO THE BIDDER

A. General Information

1. Advanced Rehabilitation Centre (ARC), Bhubaneswar requires the service of reputed, well established, financially sound and registered Services Providing Agency to provide the services of different categories of manpower resources as mentioned at **sl.no.3** on Outsourcing basis to manage the day-to-day services & activities and official work of Advanced Rehabilitation Centre (ARC), Bhubaneswar.
2. The contract for providing the aforesaid manpower is likely to commence from December-2024 and would continue for one year. Further, the service may be extended for another 1(One) year depending upon satisfactory performance of the Service Provider subject to maximum of two terms. The term of the contract shall be extended provided the requirement of the client for the services persists at that time or may be terminated owing to deficiency in service or because of change in the Institution's requirements. The authority, however, reserves right to terminate this contract at any time after giving one month's notice to the Service Provider.
3. Advanced Rehabilitation Centre(ARC), Bhubaneswar has the tentative requirements of the manpower resources for providing services as specified below:

Name of Position	No.
Centre –in-charge	1
Physiotherapist	2
Occupational Therapist	2
Prosthetist & Orthotist	2
Junior Prosthetist & Orthotist	2
Technicians/Leather Worker	2
Receptionist-cum-DEO	1
Attendants/Sweepers	2 each
TOTAL	16

The requirements may increase/decrease in any/ all the categories. The eligible bidders, those have the capability of providing all types of services as per the prescribed eligibility and technical requirements in the tender document are allowed to participate in the selection process. Any conditional / partial bids will be out-rightly rejected.

4. The interested bidders may visit the location on any working day between the office hours to have a thorough knowledge of the services to be performed before preparation and submission of their bid. The detailed information for different categories of services has been given in the Tender Documents which may be downloaded from the website: <https://ssep.odisha.gov.in/>.
5. The various critical dates relating to the above tender process are as under:

Bidding Schedule	Deadline
Date of Issue of Tender	04.11.2024
Pre-Bid query meeting	11.11.2024 at 11.30 A.M
Tender due date	25.11.2024 up to 5:30 P.M
Opening of Technical Bid	26.11.2024 at 11:30 A.M
Technical Bid presentation	28.11.2024 at 11:30 A.M
Opening of Financial Bid of Qualified Bidder	29.11.2024 at 11:30 P.M
Likely date for commencement of deployment of resources	December-2024

6. The technical bids will be opened on 26.11.2024 at 11:30 AM and meeting will be held on 28.11.2024 at SIDR, Capital Hospital Campus, Bhubaneswar in presence of the authorized representative of the participated bidders (limited to one only) if any, who wish to present at the meeting. The financial bids of the technically qualified bidders only (**Refer Section II: Evaluation of Tender for details**) will be opened & evaluated on 29.11.2024 at 11.30 AM in the presence of the authorized representatives of the bidders, who wish to attend the meeting.
7. Any form of consortium and joint venture is not allowed under this tender.
8. The competent authority reserves the rights to reject any / all bids and cancel the tender process without assigning any reason thereof.

B. Eligibility criteria

Sl.No.	Eligibility Criteria	Documents to be Furnished along with the Technical Bid
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1	<p>The bidder should be registered under appropriate authority, such as</p> <ul style="list-style-type: none"> • Companies Act, 1956/2013. • Indian Partnership Act,1932. • Indian Trusts Act,1882. • Societies Registration Act, 1860. • Limited Liability Partnership Act, 2008. • Proprietorship Firm. 	Certificate of Incorporation/Registration/Any valid legal document.
2	The bidder must have at least 5 years in business on the last date of submission of bid for providing manpower resources deployment services to Reputed entities.	
3	The bidder must have successfully completed atleast one contract of similar manpower service of INR 50.00 Lakhs during the last 5 financial years of (2019-20,2020-21,2021-22,2022-23 & 2023-24) under any Central / State Govt. / PSUs/ Autonomous bodies.	Copies of the work order / contract document/ from the concerned authorities.
4	The Registered / Branch Office of the Service Provider must be located within the jurisdictional area of Bhubaneswar.	Valid address proof of the office (copy of the Telephone / Electricity Bill / Lease agreement of the rented premises)
5	Must have at least Rs. 5.00 Cr annual financial turnover in each during the last 5 financial years of (2019-20,2020-21,2021-22,2022-23 & 2023-24) from the Business related to manpower resources deployment services only.	Copies of audited Income / Expenditure statement and Balance sheet for the concerned period.
6	Must have its own bank account in any scheduled bank situated in Bhubaneswar.	Copy of the bank pass book and transaction statement for the last 6 months from the date of issue of the tender.
7	Must not have been blacklisted by any Central / State Government or any other public sector undertaking or any authority During the recent past.	An undertaking to this effect should be furnished by the bidder as per the prescribed format (FORM-T2)

8	Must not have any pending judicial proceedings for any criminal offence against the proprietor/Director/Persons to be deployed by the Service Provider.	An undertaking to this effect should be furnished by the bidder as per the prescribed procedure and format (FORM-T3)
9	Other statutory documents to be furnished as part of technical bid:	Copies of: <ul style="list-style-type: none"> • PAN, • GSTIN, • EPF&ESI Registration Certificate • Valid License under PSARA(Private Security Agencies Regulation Act, 2005) IT Return for the last five financial years of 2019-20, 2020-21, 2021-22, 2022-23 & 2023-24.

Bidders should submit the required documents as mentioned above. Bids not conforming to the eligibility criteria and non-submission of required documents as listed above will lead to outright rejection of the bid.

Submission of forged documents will also result in rejection of the bid. Bidders are advised to study all instructions, forms, terms & conditions and other information as mentioned in the tender document. The bids must be complete in all respect, indexed and hard bound. Each page should be numbered and certified by the authorized representative. Failure to comply with the tender requirements will result in outright rejection of the bid.

C. Submission of Bid

The bid complete in all respect as specified in the tender document must be accompanied with a non-refundable amount of **Rs. 10,000.00 (Rupees Ten Thousand Only)** towards “Bid Processing Fee” and “Bid Security/ EMD” amounting to **Rs.2,00,000/- (Rupees Two Lakh Only)** in the form of Demand Draft in favour of “**Director, SIDR, Bhubaneswar**” payable at any nationalized / schedule commercial bank at Bhubaneswar. The bid complete in all respect should be submitted through **Speed Post/ Registered Post/ Courier** so as to reach the authority by **25.11.2024 up to 5:30 PM**.

The authority will not be responsible for any postal delay. Bids without **Bid Processing Fee and Bid Security / EMD** as applicable shall be outrightly rejected. Bids submitted after due date and time will not be taken into consideration. EMD of unsuccessful bidders will be returned without interest after the award of Contract.

The bid has been invited under two bid systems i.e. **Technical Bid** and **Financial Bid**. The bidders are advised to submit two separate envelopes super scribing:

“TECHNICAL BID -TENDER FOR PROVIDING SERVICES OF DIFFERENT CATEGORIES OF MANPOWER RESOURCES ON OUTSOURCING BASIS THROUGH SERVICE PROVIDING AGENCY TO ADVANCED REHABILITATION CENTRE(ARC), BHUBANESWAR”

and

“FINANCIAL BID - TENDER FOR PROVIDING SERVICES OF DIFFERENT CATEGORIES OF MANPOWER RESOURCES ON OUTSOURCING BASIS THROUGH SERVICE PROVIDING AGENCY TO ADVANCED REHABILITATION CENTRE(ARC), BHUBANESWAR”.

Both sealed envelopes must be kept in a third sealed envelope super scribing **“BID DOCUMENT - FOR PROVIDING SERVICES OF DIFFERENT CATEGORIES OF MANPOWER RESOURCES ON OUTSOURCING BASIS THROUGH SERVICE PROVIDING AGENCY TO ADVANCED REHABILITATION CENTRE(ARC), BHUBANESWAR”.**

The successful bidder will have to deposit a Performance Security of **(Rs. 7,00,000/-) (Rupees Seven lakh)only** in the form of Performance Bank Guarantee (PBG) / Fixed Deposit Receipt (FDR) from any scheduled Commercial Bank situated within Bhubaneswar in favour of **“Director, SIDR, Bhubaneswar”** as per the format at **Annexure-I** (applicable for PBG only) for a period of three months beyond the entire contract period (i.e. Performance Bank Guarantee must be valid from the date of effectiveness of the contract to a period of three months beyond the entire contract period) as its commitment to perform services under the contract. Failure to comply with the requirements shall constitute sufficient grounds for forfeiture of the Performance Security.

Submission of Bid Security / EMD and Performance Security for the Service Providing Agency registered as MSEs / Startup will be guided by latest circular of Finance Department, Government of Odisha.

The Performance Security shall be released immediately after three months of expiry of the contract provided that there is no breach of contract on the part of the qualified bidder. No interest shall be paid on the Performance Security. In case, the contract is further extended beyond the initial contract period, the Bank Guarantee will have to be accordingly renewed by the service providing agency as per the instructions of the authority.

D. Pre- Bid Query Meeting:

Bidders are allowed to submit their queries in respect of the RFP and other details if any to **Director, SIDR** through e-mail at sidrbhubaneswar@gmail.com till 08.11.2024 up to 5.00 PM. Clarifications to the above will be uploaded in the **SSEP Deptt. web portal** for the purpose of preparation of the proposal. Request for alternation / change in existing terms and conditions of the RFP will not be considered / entertained.

Pre-Bid query meeting will be held on 11.11.2024 at 11.30 A.M and Venue – SIDR, Capital Hospital Campus, Bhubaneswar. The bidders will have to ensure that their queries for pre- bid query meeting should reach two days before the pre-bid query meeting to the **point of contact (Nodal Officer)**. The queries should necessarily be submitted in the following format on the email id of SIDR i.e sidrbhubaneswar@gmail.com

e-Tender Document Reference(s)(Section & Page Number(s))	Content of Tender requiring Clarification(s)	Points of clarification

The authority shall not be responsible for ensuring that the bidders' queries have been received by them. Any requests for clarifications post the indicated date and time may not be entertained by the authority.

E. List of Documents for Submission

Bidders are required to furnish the following documents along with the Technical Bid:

- a) Covering letter along with power of attorney on the bidder's letter head **(FORM – T1)**
- b) Demand Draft in support of Bid Processing Fee and EMD as applicable.
- c) Copy of Certificate of Incorporation/Registration of the Service Provider.
- d) Copy of GSTIN
- e) Copy of PAN
- f) Copies of IT Returns for the last five financial years (2019-20, 2020- 21, 2021-22, 2022-23 and 2023-24).
- g) Copies of EPF & ESI Registration Number.
- h) Copy of Valid License under PSARA **(Private Security Agencies Regulation Act, 2005)**
- i) Copy Bank Account details.
- j) Copies of the financial audited statements for the last 5 financial years (2019-20,2020-21, 2021-22, 2022-23 and 2023-24).
- k) Copies of work orders from the previous authorities for providing similar type of services during last 5 years.
- l) Undertaking regarding non-blacklisting (On Stamp paper of **Rs.10.00** in shape of affidavit from the Notary **(FORM T-2)**
- m) Undertaking regarding non-pending of any judicial proceedings for any criminal offenses (On Bidder's Letter Head) **(FORM T-3)**

Any deviation from the prescribed procedures /required information / formats / Conditions shall

result in out-right rejection of the bid. Any conditional bid shall be out-rightly rejected.

All entries in the bid documents should be legible, filled in clearly and signed by the authorized representative. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory should be attached.

The Performance Security shall be forfeited if the successful bidder fails to undertake the work or fails to comply with any of the term and conditions of the Service Agreement.

The bid shall be valid and open for acceptance of the competent authority for a period of **90 days** from the date of opening of the technical bids and request for any variation in quoted rates and / withdrawal of bids on any ground by the bidder shall not be entertained.

To assist in the analysis, evaluation and computation of bids, the tender inviting authority may ask the bidders individually for clarification of their bids. The request for clarification and the response shall be in writing but no change in the price or substance of the bid offered shall be permitted.

The bidder having the lowest evaluated financial bid (L-1) would be considered for award of the contract subject to fulfillment of the term and conditions of the tender document. In case, the lowest bidder (L-1) is disqualified after selection for any reason, then negotiations will be made with the second lowest (L-2) bidder for award of contract at L-1 price. However, the decision of the authority shall be final during the overall selection process. **In case there is a tie on the price quoted by multiple bidders, the financial bids of the bidder with higher mark secured in the stage of technically bid evaluation will be selected as L1.**

The quoted rates shall not be less than the minimum wage fixed / notified by the Government of Odisha from time to time and shall include all statutory obligations.

The Service Provider shall be liable for all kinds of dues payable in respect of all personnel provided under the contract and the Authority shall not be liable for any dues for availing the services of the personnel.

The authority reserves the right to accept or reject any or all the bids and cancel the tender process without assigning any reason thereof.

Amendment of tender Document:

Any amendments/modifications in the tender document would be communicated through SSEPD Department web notice and all such amendments shall be binding on the bidders without any further act or deed on the Authority part. In the event of any amendment, the Authority reserves the right to extend the deadline for the submission of the bids, in order to allow prospective Bidders reasonable time in which to take the amendment in to account while preparing their bids.

SECTION – II EVALUATION OF TENDER

EVALUATION OF TENDER

A three-stage evaluation process will be adopted as explained below for evaluation of the bids:

- **Preliminary Evaluation (1stStage):** Preliminary evaluation of the bids will be done to determine whether the bids complied with the prescribed eligibility condition and the requisite documents / information have been properly furnished by the bidder or not as per the requirements of the tender. **Bid not complying to the tender eligibility conditions and requirements will be outrightly rejected.**
- **Technical Evaluation (2ndStage):** The bids will be evaluated for those bidders who qualify the preliminary evaluation stage. Evaluation of the qualified bids shall be made as per the following technical parameters:

Technical Scoring Pattern (Total Marks –100)

Sl.No.	Technical Parameters	Maximum Mark
1	A) Number of years in business for manpower resources deployment service to the Central / State Govt. / Autonomous Bodies / Agencies / Societies / Corporate Bodies = 20 Mark <ul style="list-style-type: none">• Up to 10 years= 5 Mark• Morethan10years= 15 Mark B) Local office in Bhubaneswar= 5 Mark	20
2	Numbers of eligible manpower services deployment contracts (As per the Eligibility condition: Sl. No. 3) <ul style="list-style-type: none">• 1 eligible contract= 5 Mark	20
3	Average Annual financial turnover from manpower deployment service contracts during each of the last 5 financial years (As per the Eligibility condition: Sl. No. 5) Up to 5.00Cr INR =10Mark 5.00Cr to10.00Cr INR=15Mark More than10.00Cr INR =20Mark	20

4	<p>Number of manpower deployed under current pay roll (HR certified list of the manpower deployed in different offices along with EPF and ESI details to be enclosed along with technical bid)</p> <p>Minimum 100 persons = 5 Mark 101 to 500=10 Mark 501 to 1000 = 15 Mark More than 1000 =20Mark</p>	20
5	<p>Presentation in support of credentials (30 Minutes)</p> <p>a) Company Profile b) Awards, Commendations & Certifications such as ISO.</p>	20
GRAND TOTAL		100

The bidder whose technical bid secures above **60 Mark out of 100** in the technical evaluation stage, will be qualified for opening of the financial proposal. All others will be ignored for financial bids. Bids not meeting the minimum marks in “Technical Evaluation” shall be rejected. Bids meeting the minimum qualifying marks shall be called “Qualified Bids” and shall be eligible for financial evaluation.

- a) Price Bids shall be evaluated taking into account the price quoted for all services excluding applicable GST (CGST & SGST/UTGST or IGST).
- b) Quoted price must include all liabilities and taxes including statutory liabilities but excluding GST, which shall be quoted separately in the price Bid format.

➤ **FINANCIAL EVALUATION (3rd Stage):** The financial proposals of the technically qualified bidders only shall be opened at this stage in the presence of the bidder’s representative who wishes to attend the meeting with proper authorization letter. The name of the bidder along with the quoted financial price will be announced during the meeting. **Least Cost Selection Method** will be followed during the financial evaluation stage to determine the selected bidder. The tender inviting authority will award the contract to the bidder whose bid has been determined as the ***lowest and competitive bid price*** subject to fulfillment of the terms and conditions of the tender. In case, the lowest bidder(L-1) is disqualified after selection for any reason, then negotiations will be made with the second lowest (L-2) bidder for award of contract at L-1 price. However, the decision of the authority shall be final during the overall selection process.

- **In case there is a tie on the price quoted by multiple bidders, the financial bids of the bidder with higher mark secured in the stage of technically bid evaluation will be selected as L1.**

Terms & Conditions for Selected Bidder:

- a) The selected bidder will execute one agreement with SIDR in Non-Judicial stamp paper of appropriate value.
- b) Selected bidder has to abide by any conditions/alterations as imposed by the authority time to time.
- c) The successful bidder is required to carry out the services in accordance to the Terms of Reference as mentioned in the Annexures.
- d) The successful bidder shall ensure that there is sufficient manpower for the required services to meet the committed deployment plan.
- e) The successful bidder must employ adult and skilled labour only. Employment of child labour will lead to termination of the contract. SIDR authority will not be responsible for any legal consequences arise if any in this regard.
- f) The successful bidder should possess or procure needful infrastructure for smooth delivery of services. No additional cost towards the same will be borne by SIDR.
- g) The agencies/prospective bidders are advised to visit and examine the site and obtain for itself, at their own responsibility and risk, all information that may be necessary for submission of the bid and entering the contract.
- h) The selected bidder will nominate a coordinator who shall be stationed at Bhubaneswar and shall be responsible for immediate interaction with the office as and when required.
- i) Applicable income tax, shall be deducted at source from all accepted payments, in accordance with the provisions of Income Tax Act, 1961 as amended from time to time.
- j) Communication by email from the authorized email address of SIDR. (Email: - sidrbhubaneswar@gmail.com) would be treated as full and final communication in all respect.

The Performance Guarantee (PBG):

- a) The selected bidder shall have to sign an agreement in Non-Judicial Stamp paper of appropriate value with deposit of PBG @10% of the contract value (including GST) as per the Govt. of Odisha Finance Deptt. OM No. 8952/18.03.2021 in the form FD/BG i.e. hypothecated to Director, SIDR till completion of the contract period.
- b) Failure to comply with the conditions of the agreement shall constitute sufficient ground for the forfeiture of the PBG.
- c) No interest shall be paid on the PBG. The PBG shall be refunded after successful completion of the contract.
- d) In case of breach of any terms & conditions, the performance security deposit of the selected bidder shall be liable to be forfeited besides annulment of the agreement.

Governing Law and Penalty Clause:

- a) The agreement would be terminated by issuing one month notice by any and both of the parties.
- b) The agreement will be terminated if the performance of the selected bidders will be found dissatisfactory by the engaging authority.
- c) Any complain regarding quality of service will be attended immediately by the service provider.
- d) Any legal/financial problem of the manpower engaged by the service provider will be looked after by the service provider, not by SIDR.
- e) The decision of the authority placing the contract. Whether the delay in development has taken place on account of reasons attributed to the selected bidder shall be final. The authority reserves the right to reject any or all the offers without assigning any reason thereof at any stage of awarding the tender.
- f) Any dispute arising out of this Tender, the decision of the Director, SIDR shall be final & binding to all.
- g) In case of a dispute, it will be governed by the laws of the court in Bhubaneswar.

SECTION – III SCOPE OF WORK

LIST OF MANPOWER TO BE DEPLOYED

- The list of manpower to be deployed is exhaustive. The actual requirement of numbers and categories of personnel to be engaged shall be given in writing by the authority to the agency. The agency shall take steps for engagement of these personnel as per timeline prescribed under tender. The agency should submit the bills basing on actual engagement of outsourced personnel at Advanced Rehabilitation Centre (ARC), Bhubaneswar.
- The outsourced personnel to be engaged should be above 18 years of age with following educational qualification, skills and experience.

Name of Position	No.	Qualification	Rem. each pm	Job
Centre –in-charge	1	PMR specialist / Ortho, Medicine specialist with exp. in rehab. Field. Such Retired persons will also be engaged	1,50,000	Overall responsibilities of running & management of center, assessment & treatment of PwDs, preparation of plan & goal of PwDs, Review of intervention, improvement & progress Assessment & treatment of PwDs
Physiotherapist	2	MPT or BPT with 2 year experience,	50,000	<ul style="list-style-type: none">• Assessment and therapy planning for PwDs• Movement and mobility exercises• Gross motor and fine motor-based exercises• Uses and maintenance of therapeutic machine• Fitment of Aids and appliances• Supervising intern physiotherapist• Evaluations and report
Occupational Therapist	2	MOT or BOT with 2 year experience,	50,000	<ul style="list-style-type: none">• Assessment and therapy planning for PwDs• Therapy for gross motor, fine motor, Neuro Development Treatment, Sensory Integration & ADL.• Evaluations and progress report
Prosthetist & Orthotist	2	MPO or BPO with 2 year experience,	50,000	<ul style="list-style-type: none">• Assessment• Measurement• Modifications of the positive molding• Molding• Final finishing
Junior Prosthetist & Orthotist	2	BPO	40,000	<ul style="list-style-type: none">• Assessment• Measurement• Modifications of the positive molding• Molding• Final finishing
Technicians/Leather Worker	2	CBS (Certificate in bench Skill)	20,000	

Receptionist-cum-DEO	1	10+2 with DCA	15,000	<ul style="list-style-type: none"> • Maintaining database of PwDs • Compilations of monthly reports • Maintaining program data • Online registration work
Attendants/Sweepers	2 each	Class-VIII passed	12,600	
TOTAL	16		6,35,400	

- Payment Terms and Schedule in a tabular form

Deliverables	% of total payment payable
Engagement of required numbers of personnel and submission of monthly bills as per approved absentee statement. The bills should be in form of e-invoice generated through GST portal. Copies of depositing of all statutory dues, EPF, ESI, professional tax, GST, current bank statement etc. should be submitted by the agency along with monthly bills.	100% of bill amount if found in order. Statutory TDS & deductions as applicable will be deducted from the bill amount.

SECTION – IV SCHEDULE OF REQUIREMENT

The tentative requirement along with other details of the required resources to be deployed by the selected Service Provider Agency at Advanced Rehabilitation Officer (ARC), Bhubaneswar for the proposed services is given here as under:

Name of Position	No.
Centre –in-charge	1
Physiotherapist	2
Occupational Therapist	2
Prosthetist & Orthotist	2
Junior Prosthetist & Orthotist	2
Technicians/Leather Worker	2
Receptionist-cum-DEO	1
Attendants/Sweepers	2 each
TOTAL	16

SECTION-V

GENERAL TERMS AND CONDITIONS

- a. For all intents and purposes, the Service Provider shall be the “Employer” within the meaning of different Rules & Acts in respect of persons deployed. The persons deployed by the Service Provider shall not have any claim whatsoever like employer and employee relationship against the Authority under this agreement. The Service Provider shall make them known about their position in writing before deployment under this agreement.
- b. Persons to be deployed by the Service Provider should be above 18 years of age with required educational qualification, skills and experience.
- c. The Service Provider will be overall responsible for the manpower deployed for performing the services. The Authority shall not be responsible for any financial loss or any injury to any persons deployed by the Service Provider in the course of their performing the functions / duties, or for payment towards any compensation.
- d. The Service Provider shall exercise adequate supervision to ensure performance of manpower deployed to provide the services in accordance with the requirements.
- e. The manpower service provider should have an empaneled list of trained / experienced of all the required resources and so that continued services can be provided during the period of contract.
- f. It shall be the responsibility of the Service Provider to verify the qualification and experience of the outsourced manpower. The authority reserves the right to verify and check the credentials and qualification of the outsourced manpower. If during the course of engagement of any outsourced personnel, it comes to notice of authority that he/she has misrepresented the fact about his / her qualification / experience, the Service Provider will have to disengage such persons immediately. Besides, actions as deemed proper shall be initiated against the Service Provider for breach of Contract.
- g. 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 the overlapping period of the substitute shall be the responsibility of the Manpower Service Provider.
- h. 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. Any 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.
- i. The Contract may be extended, on the same terms and conditions or with some additions / deletions / modifications, for another one year depending upon satisfactory performance of the Service Provider subject to maximum of two terms.
- j. The persons deployed shall be required to report for work at 9.00 AM to the GM, SIDR or such other Officer as may have been kept in charge of the Office Establishment and would leave at 5.00 P.M. and may also require to work beyond 5.00 PM for which he/she 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.

- k. The resources deployed for the purpose must have good moral character and cordial attitude and should not reveal the official information to outsiders and must maintain confidentiality.
- l. The Service Provider shall be solely responsible for compliance to the provisions of various labour and industrial laws, such as, wages, allowances, compensations, EPF & ESI, Bonus, and Gratuity etc. relating to the manpower to be deployed by it at the Authority's location.
- m. Service Provider shall maintain complete official records of disbursement of wages showing details of all supporting documents such as ESI, EPF, Professional Tax etc. in respect of manpower deployed for the purpose.
- n. The Service Provider shall maintain personal file in respect of all the staff who are deployed in Advanced Rehabilitation Centre (ARC), Bhubaneswar. The personal file shall invariably consist of personal details such as name, address, date of birth, sex, residential address (temporary / permanent), Bank Account, EPF / ESI details, etc.
- o. The manpower to be deployed by the Service Provider should not have any adverse police records/criminal cases against them. The Service Provider should make adequate enquiries about the character and antecedents of the persons whom they are recommending. An undertaking to this respect must be provided by the Service Provider prior to signing of the agreement.
- p. The Service Provider will also ensure that the manpower deployed are medically fit and will keep in record a certificate of their medical fitness. The Service Provider shall withdraw such manpower who are not found suitable by this office for any reasons immediately on receipt of such a request.
- q. The Service Provider shall nominate a coordinator who shall be responsible for periodic interaction with the client so that optimal services of the resources deployed could be availed without any disruption.
- r. The entire financial liability in respect of resources deployed in the client's location shall be that of the Service Provider and the client will in no way be liable for the same. It will be the responsibility of the Service Provider to pay to the manpower resources deployed a sum not less than the proposed monthly remuneration as mentioned in the financial bid.
- s. The Service Provider shall be responsible for compliance of all statutory provisions relating to minimum wages payable to the resources deployed at the client's location. The Service Provider should ensure regular payment of monthly remuneration to the resources engaged by 10th day of the succeeding month after deduction of applicable statutory dues. The Service Provider should credit the monthly remuneration in their respective bank accounts through online transfer.
- t. The engagement of outsourced resources shall be purely on contract basis. The Service Provider shall at all times make it absolutely clear to the outsourced manpower resources hired through them. Any outsourced resource deployed can be removed at any time by giving notice to the Service Provider and the Service Provider will have to provide suitable replacement acceptable to client within 03 (three) working days from the date of intimation of the notice.
- u. The Service Provider shall ensure that the manpower deployed by it are

disciplined and do not participate in any activity detrimental to the interest of the Authority.

- v. The Authority shall not be liable for any compensation in case of any fatal injury / death caused to any manpower resource while performing / discharging their duties / for inspection or otherwise.
- w. In case of any theft or pilferages, loss or other offences, the Service Provider will investigate and submit the report to the Authority and maintain liaison with the Police. FIR will be lodged by the Authority, wherever necessary. If need be, joint enquiry comprising of both the parties shall be conducted and responsibility will be fixed.
- x. In case of any loss caused to the Authority due to lapse on the part of the personnel discharging duties, the same shall be borne by the Service Provider. Authority shall have the right to deduct appropriate amount from the bill of Service Provider. In case of frequent lapses on the part of the personnel deployed by the Service Provider, Authority shall be within its right to terminate the contract or take any other action without assigning any reason whatsoever.
- y. The persons deployed shall be eligible (subject to exigencies of public service) for special leave of 12 days at the maximum during the period of engagement for one year on pro rata basis. The leave will not be carried over to the next year and will lapse on completion of each year of service.
- z. In the event of any personnel being on leave / absent, the Service Provider shall ensure suitable alternative arrangements to make up for such absence. If a person leaves the job for any reason, the Service Provider is liable to provide the suitable replacement within 3 (three) working days.
- aa. In case of delay in providing required replacement, the amount of penalty calculated at the rate of 1% of the annual contract value per week on account of delay, shall be deducted from the monthly bills in the succeeding month.
- bb. There would be no increase in rates payable to the Service Provider during the contract period. The Service Provider will be responsible for deposit of GST, EPF, ESI, Professional Tax and other statutory dues as applicable from time to time and submit the proof of deposit to authority for records.
- cc. The Service Provider shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this Agreement to any other agency or organization. **Sub-contracting is not allowed under this agreement.**
- dd. The Service Provider shall raise the bill, in duplicate, along with attendance sheet duly verified and submitted by the officer concerned in respect of the persons deployed and submit the same to the authority in the first week of the succeeding month. The payment will be released by the second week of the succeeding month.
- ee. **Deliverables:** Engagement of required numbers of personnel and submission of monthly bills as per approved absentee statement. The bills should be in form of e-invoice generated through GST portal. Copies of depositing of all statutory dues, EPF, ESI, professional tax, GST, current bank statement etc. should be submitted by the agency along with monthly bills. The proof of deposits of EPF & ESI statutory dues of the preceding month are mandatory for release of succeeding month bills.

- ff. **% of total payment payable:** 100% of bill amount if found in order. Statutory TDS & deductions as applicable will be deducted from the bill amount.
- gg. The Service Provider will have to deposit the remuneration of the deployed manpower for the concerned billing period in their respective bank account through online transfer and submit the details to the authority for necessary records.
- hh. In case of dispute resolution relating to rights / liabilities arising out of the agreement, the same shall be disposed off at the level of the Director, SIDR.
- ii. In the event of failure of Service Provider to provide services as per the term and conditions of the agreement, the Performance Security shall be forfeited. Any violation of instructions/agreement or suppression of facts will attract termination of contract with one month's prior notice to the Service Provider.
- jj. The Service Provider should ensure that persons to be deployed are not alcoholic, drug addict and not indulge in any activity prejudicial to the interest of the Authority.
- kk. 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.
- ll. 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.
- mm. The agreement can be terminated by either party by giving one month's notice in advance. If the agency fails to give one month's notice in writing for termination of the agreement, then one month's wages, etc. and any amount due to the Service Provider will be recovered by forfeiture of performance security.
- nn. The contract is liable to be terminated because of non-performance, deviation of any terms and conditions of agreement, non-payment of remuneration of manpower deployed and non-payment of statutory dues. The Authority will have no liability towards non-payment of remuneration to the persons deployed by the Service Provider and the outstanding statutory dues of the Service Provider to concerned authorities.
- oo. The Service Provider will be bound by the details furnished to the authority while submitting the tender or at any subsequent stage. Mis-representation of documents / information, leads to termination of agreement.
- pp. All disputes shall be under the jurisdiction of the court at **Bhubaneswar, Odisha**.

SECTION – VI TECHNICAL BID

To

Director,
State Institute for Disability Rehabilitation (SIDR),
Bhubaneswar, Odisha-751009

Sub: TENDER FOR PROVIDING SERVICES OF DIFFERENT CATEGORIES OF MANPOWER RESOURCES ON OUTSOURCING BASIS THROUGH SERVICE PROVIDING AGENCY TO ADVANCED REHABILITATION CENTRE(ARC), BHUBANESWAR (TECHNICAL BID).

Madam,

I, the undersigned, offer to participate in the tender for providing the services of different categories of manpower resources on outsourcing basis through service providing agency to Advanced Rehabilitation Centre (ARC), Bhubaneswar in accordance with your TenderNoticeNo. _____, Dated. _____. We are hereby submitting our bid, which includes technical proposal and financial proposal sealed in separate envelopes.

I, hereby declare that all the information and statements provided in the technical proposal are true and correct and I accept that any misinterpretation contained in it may lead to disqualification of our proposal. Our proposal will be valid for acceptance up to **90 days** and I confirm that this proposal will remain binding upon us and may be accepted by you at any time before the validity of the bid.

I, hereby unconditionally undertake to accept all the terms and conditions as stipulated in the tender document. In case any provision of this tender is found violated, then your office shall have the rights to reject our proposal including forfeiture of the Earnest Money Deposit outrightly.

I, remain

Yours faithfully,

Authorized Signatory with Date and Seal

Name and Designation:

Address of the Bidder:

FORM: T-1**GENERAL DETAILS OF THE BIDDER**

1.	Name&designationofthe Bidder	
2.	BidProcessingFeeDetails:	DDNo.:
		Date:
		Amount in INR:
		Name of the Issuing Bank:
3.	BidSecurity/EMD	DDNo.:
		Date:
		AmountinINR:
		NameoftheIssuingBank:
4.	Full Address of Registered Office	Postal Address with Pin code:
		Telephone No.:
		FAX No.:
		E-MailAddress:
5.	Name & mobile no. of the authorized person signing the Bid.	Name:
		MobileNo.:
6.	BankNameoftheService Provider	AccountNumber:
		Bank and Branch Name:
		IFSC Code:
7.	PAN No. (Attach self-attested copy)	
8.	GSTIN No. (Attach self-attested copy.)	
9.	E.P.F. Registration No. (Attach self-attested copy)	
10.	E.S.I. Registration No. (Attach self-attested copy)	
11.	PSARA License no. & Validity upto:-	

12.	Acceptance to all the terms and conditions of the tender (Yes/No)	
13.	Power of Attorney/ Authorization letter for signing of the bid documents	
14.	Submission of Undertaking towards no criminal case is pending with the police at the Time of submission of bid	
15.	Kindly mention the total number of pages in the tender document	

16. Financial Turnover of the Bidder for the last 5 financial years(*).

FinancialYears	Financial Turnover Amount (In INR)	Average Financial Turnover (in INR)
2019-20		
2020-21		
2021-22		
2022-23		
2023-24		

**As on Dt.31.03.2024 (Copies of Audited Statement for the concerned period to be furnished along with the technical bid).*

17. Details of the manpower deployment contracts executed by the bidder during the last 5 years of 2019-20, 2020-21, 2021-22, 2022-23 & 2023-24. As per the Eligibility condition. (On-going contract also will be considered).

Sl. No.	Period	Name of Authority with Complete Address & Telephone no.	Type of services provided with details of the manpower deployed	Contract Amount (in INR)	Duration	
					From	To
1						
2						
3						
4						
5						

(Maximum 5 assignments of manpower resources deployment Contract)

[On the Bidder's Letter Head]

DECLARATION

I, Mr. / Mrs. _____ Son/Daughter/Wife of M r . / M r s .
_____, Proprietor/ Director/ authorized
signatory of _____ (Name of the Service Provider),
competent to sign this declaration and execute this tender document;

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

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

**Signature of the Authorized Representative
With Date and Seal**

Name:

Date:

Place:

Enclosures:

1. Bid Processing Fee in the form of DD in Original
2. Bid Security /EMD in the form of DD in Original
3. Copy of the tender document (each page must be signed and sealed)
4. Duly filled in Technical and Financial Bid
5. Lists of required documents as applicable

FORM : T 2

UNDERTAKING

[On the Stamp Paper of Rs.10.00 in shape of affidavit from the Notary regarding non-blacklisting]

I, hereby undertake that, our organization has not been blacklisted/debarred by any of the Central / State Government Department / Office or by any Public Sector Undertaking (PSUs) and not blacklisted by any authority during the recent past.

Yours sincerely,

Authorized Signature [In full and initials]

Name and Designation of the Signatory:

Name of the Bidder and Address:

FORM: T3

UNDERTAKING

[On the Bidder's Letter Head regarding not have any pending judicial proceedings for any criminal offences]

I, hereby undertake that there is no criminal case pending in any Court of Law against our organization or against the Proprietor / Director / Persons to be deployed by our organization.

I / we further certify that Proprietor / Director / Persons to be deployed by our organization have not been convicted of any offence in any Court in Odisha / India during the recent past. I understand that, I am fully responsible for the contents of this undertaking and its truthfulness.

Yours sincerely,

Authorized Signature [In full and initials]

Name and Designation of the Signatory:

Name of the Bidder and Address:

SECTION – VII FINANCIAL BID

To

Director,
State Institute for Disability Rehabilitation (SIDR),
Bhubaneswar, Odisha-751001

Sub: TENDER FOR PROVIDING SERVICES OF DIFFERENT CATEGORIES OF MANPOWER RESOURCES ON OUTSOURCING BASIS THROUGH SERVICE PROVIDING AGENCY TO ADVANCED REHABILITATION CENTRE(ARC), BHUBANESWAR (FINANCIAL BID)

Madam,

I, the undersigned, offer to provide the services of different categories of manpower resources on outsourcing basis to Advanced Rehabilitation Centre (ARC), Bhubaneswar in accordance with your Tender Notice No. _____, Dated. _____. Our attached financial price is -----***[Insert amount in figure as well as in word]*** for the proposed service. This amount is inclusive of the taxes applicable as per GST Act. I do hereby, undertake that, in the event of acceptance of our bid, the services shall be provided in respect to the terms and conditions as stipulated in the tender document.

Our financial proposal shall be binding upon us subject to the modification resulting from contract negotiations, up to expiration of the validity period of the proposal of **90days**. I have carefully read and understood the terms and conditions of the tender to provide the services accordingly.

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

Yours sincerely,

Authorized Signature [In full and initials]

Name and Designation of the Signatory:

Name of the Bidder and Address:

FINANCIAL BID (FORM – F1)

Tender Inviting Authority: Director, SIDR		
Name of Work: RFP FOR SELECTION OF MANPOWER SERVICE PROVIDER AGENCY FOR ENGAGEMENT OF DIFFERENT CATEGORIES OF MANPOWER RESOURCES TO BE ENGAGED ON OUTSOURCING BASIS FOR ADVANCED REHABILITATION CENTRE(ARC), BHUBANESWAR		
Contract No:		
Name of the Bidder/ Bidding Firm / Company:		
<p style="text-align: center;"><u>PRICE SCHEDULE</u></p> <p>1. The statutory dues of employer such as EPF, ESI contributions and GST will be paid as applicable under law from time to time by the authority.</p> <p>2. The minimum rate of service charge shall be 3.85% (3% profit plus transaction charges) as per Rule 264 (iv) of OGFR, 2023.</p>		
Sl. No.	Item Description	Service Charge-Percentage (%) of total wages
1	E-TENDER FOR SELECTION OF OUTSOURCING AGENCY FOR DEPLOYMENT OF MANPOWER	

Notes:

1. The total service charges shall be inclusive of overhead expenses, such as travel, accommodation, logistics, training/ workshop, preparation of reports / formats, printing & other secretarial expenses etc.
2. Bidder with lowest evaluated Service Charges-Percentage (%) of total wages (excluding of GST) for the required services will be awarded contract.
3. If the quoted service charges be found less than or more than the prescribed rate will be rejected.
4. Bids with “Nil” or very abnormally low quoted service charges will be treated as “non-responsive” and will be rejected during the financial evaluation stage.
5. Minimum take home remuneration per person should be not less than the minimum wages fixed by SIDR/ Laboure and ESI Department as the case may be from time to time. The minimum rate of service charge shall be 3.85% (3% profit plus transaction charges) as per Rule 264 (iv) of OGFR, 2023.
6. 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. The employee share of contribution towards Professional Tax, EPF and ESI shall be deducted by the Service Provider from the take home remuneration of the persons to be deployed. Copies in support of Professional Tax, EPF & ESI deposit challan must be furnished to the Authority at the time of monthly bill processing.

Name:

Seal and Date:

Signature of the Authorized Representative

SECTION–VIII

BID SUBMISSION CHECK LIST

BID SUBMISSION CHECKLIST

Sl. No.	Description	Submitted (Yes/No)	Page No.
TECHNICAL BID(ORIGINAL)			
1	Covering Letter in Bidders Letter Head and General Details Of the Bidder (FORM-T1)		
2	Bid Processing Fee as applicable		
3	EMD as applicable		
4	Copy of Incorporation/Registration Certificate of the Bidder		
5	Copy of PAN		
6	Copy of GSTIN		
7	Copies of ITR for the last 5 financial years (2019-20, 2020-21, 2021-22, 2022-23 & 2023-24)		
8	Copy of Valid EPF, ESI Certificate		
9	Copy of Valid PSARA License		
10	TECHNICAL BID duly filled in (Covering Letter, FORM-T1, T2&T3)		
11	Financial details of the bidder along with all the supportive documents such as copies of Income/Expenditure Statement and Balance Sheet for the last 5 years (2019-20, 2020-21, 2021-22, 2022-23 & 2023-24)		
12	Power of Attorney in favour of the person signing the bid on Behalf of the bidder.		
13	List of contracts of similar nature along with the copies of work Orders for the respective assignments from the Authorities.		
14	Undertaking for not have been black-listed by any Central/ State Government/Any Autonomous bodies during the recent past. (FORM – T2).		
15	Undertaking for not having any police case pending against The bidder (FORM–T3).		
FINANCIAL BID(ORIGINAL)			
1	Covering Letter in Bidders Letter Head		
2	Duly Filled in Financial Bid (FORM-F1)		

It is to be ensured that:

- *All information has been submitted as per the prescribed format only.*
- *Each part has been separately bound with no loose sheets and each page of all the parts are page numbered along with Index Page.*
- *All pages of the proposal have been sealed and signed by the authorized representative.*

Authorized Signatory

[In full and initials]: _____

Name and Designation with Date and Seal:

SECTION–VIII

SERVICE AGREEMENT AND PBG FORMAT

SERVICE AGREEMENT

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

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

WHERE AS

- (a) the “Service Provider”, having represented to the “Authority” that he has the required manpower, has offered to provide the service in response to the Tender Notice No: _____, Dated: _____ issued by the Authority;
- (b) the “Authority” has accepted the offer of the Service Provider to provide the required services as per the terms and conditions as set forth in this Service Agreement.

NOW, THEREFORE, IT IS HEREBY AGREED between the two parties as follows:

1. The following documents attached here to shall be deemed to form an integral part of this Contract:

Appendix A: The General Terms and Conditions of Agreement;

Appendix B: The Scope of Work;

Appendix C: Agreement Price and Payment Term;

2. The mutual rights and obligations of the Authority and the Service Provider shall be as set forth in the Agreement, in particular:
 - (a) The Service Provider shall carry out the service in accordance with the provisions of the Agreement; and
 - (b) The Certificate on the satisfactory performance of the services by the Service Provider shall be issued by an officer authorized by the Authority and in consideration of the Certificate of the satisfactory performance of Service Provider, the Authority shall make such payments and in such a manner as is provided in the Agreement.

3. Mode of Payment

The Service Provider will open a specific Bank Account for payment by the Authority in the beneficiary account towards the services performed by the Service Provider. The Service Provider will furnish the details of the Bank Account to the Authority within 7 days of the signing of the Agreement.

This Agreement constitutes the agreement between two parties in respect to obligations.

4. Now this agreement witnesses as below:

- a) That in consideration of the payment to be made by the **“Authority”** to the **“Service Provider”**, the **“Service Provider”** hereby agrees with the **“Authority”** to provide resources to be engaged in Advanced Rehabilitation Centre (ARC), At: SIDR, Capital Hospital Campus, Bhubaneswar in conformity with the provisions of the terms and conditions of the Agreement.
- b) That the **“Authority”** hereby further agrees to pay the **“Service Provider”** the Agreement price at the time and in the manner prescribed in the said terms and conditions.
- c) Financial limit under this Agreement varies with changes in statutory dues and government taxes as applicable from time to time.
- d) That in the event of any dispute that may arise it shall be settled as per the terms and conditions of the Agreement.
- e) That this agreement is valid up to _____.

For and on behalf of [Authority]

Witness1:

Witness2:

For and on behalf of [SERVICEPROVIDER]

[Name and Designation of the Representative with seal]

Witness1:

Witness2:

PERFORMANCE BANK GUARANTEE FORMAT

To

**The Director,
State Institute for Disability Rehabilitation (SIDR),
Bhubaneswar, Odisha-751009**

WHERE AS (Name and Address of the Service Provider) (here in after called “the Service Provider) has undertaken, in pursuance of Agreement No.....dated.....to undertake the service(description of the services) (here in after called “the Agreement”).

AND WHEREAS it has been stipulated by (Name of the Authority) in the said Agreement that the Service Provider shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the Agreement;

AND WHERE AS we have agreed to give the Service Provider such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the Service Provider up to a total of (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the Service Provider to be in default under the Agreement and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein;

We hereby waive the necessity of your demanding the said debt from the Service Provider before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Agreement to be performed there under or of any of the Agreement documents which may be made between you and the Service Provider shall in any way release us from any liability under this guarantee and whereby waive notice of any such change, addition or modification.

This performance bank guarantee shall be valid until the day of, year..... Our branch at (Name & Address of the Bank) is liable to pay the guaranteed amount depending on the filing of claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our ----- branch a written claimer Demand and received by us at our-----branch on or before Dt..... otherwise, bank shall be discharged of all liabilities under this guarantee thereafter.

(Signature of the authorized officer of the Bank)

Name and designation of the officer

Seal, Name & address of the Bank & Branch

