



OFFICE OF THE SUPERINTENDENT  
FAKIR MOHAN MEDICAL COLLEGE & HOSPITAL,  
BALASORE

(Formerly known as Government Medical College & Hospital, Balasore)

At/Po/Dist-Balasore, PIN-756001 (Odisha)



Letter No. 2011/S / FMMCHBDate. 23/05/2022

To

The District Information Officer/I & PR Department, BBSR, Odisha  
NIC, Balasore

Sub:- Publication of Advertisement of Tender notice for Manpower through Gem Portal  
(Govt. E- Marketplace) of FMMCH, Balasore.

### **Tender notice for Manpower of FMMCH through Gem**

Bidders are invited for Engagement of Manpower through GeM Portal (Govt. E- Marketplace) in the FMMC&H, Balasore on three years contract basis (extendable for further two years). The details, Terms and conditions, guidelines etc. can be downloaded from the district web site [www.baleswar.nic.in](http://www.baleswar.nic.in), [www.blsmch.nic.in](http://www.blsmch.nic.in) & [www.gem.gov.in](http://www.gem.gov.in). The tenders in the prescribed format along with all relevant documents should only be uploaded through GEM. The bid received in physical mode shall not be considered at all. Last Date for submission of bid 24.06.2022 at 12 Noon & same will be opened on 24.06.2022 at 12.30 P.M.

*Anvita*  
25/5/22.  
Superintendent,  
FMMC&H, Balasore  
**Superintendent,  
FMMCH, Balasore**



Bid Number: GEM/2022/B/2204596  
Dated: 25-05-2022

### Bid Document

Bid Details	
Bid End Date/Time	24-06-2022 12:00:00
Bid Opening Date/Time	24-06-2022 12:30:00
Bid Offer Validity (From End Date)	15 (Days)
Ministry/State Name	Odisha
Department Name	Health And Family Welfare Department Odisha
Organisation Name	Director Medical Education And Training , Orissa
Office Name	Balasore
Item Category	Manpower Outsourcing Services - Minimum wage - Semi-skilled; Others; Attendant , Manpower Outsourcing Services - Minimum wage - Semi-skilled; Others; Mali/Gardner Helper , Manpower Outsourcing Services - Minimum wage - Skilled; Others; Oxygen Plant Operator , Manpower Outsourcing Services - Minimum wage - Skilled; Others; Lift Operator
Contract Period	3 Year(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)	100 Lakh (s)
Years of Past Experience Required for same/similar service	3 Year (s)
Past Experience of Similar Services required	Yes
MSE Exemption for Years Of Experience and Turnover	Yes
Startup Exemption for Years of Experience and Turnover	No
Document required from seller	Experience Criteria, Bidder Turnover *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled	No
Time allowed for Technical Clarifications during technical evaluation	10 Days
Estimated Bid Value	59619276
Evaluation Method	Total value wise evaluation

#### EMD Detail

Advisory Bank	State Bank of India
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EMD Percentage(%)	3.00
EMD Amount	1788578

**ePBG Detail**

Advisory Bank	State Bank of India
ePBG Percentage(%)	3.00
Duration of ePBG required (Months).	36

- (a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.
- (b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

**Beneficiary:**

Superintendent, FMMCH, Balasore  
 Fakir Mohan Medical College & Hospital, Balasore  
 (Prof. Dr. Sujata Misra)

**Splitting**

Bid splitting not applied.

**MSE Purchase Preference**

MSE Purchase Preference	No
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria". If the bidder is OEM of the offered products, it would also be exempted from the "OEM Average Turnover" criteria. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
3. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid data sheet (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
4. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
5. Past Experience of Similar Services: The Bidder must have successfully executed / completed at least one single order of 80 % of the Estimated Bid Value or 2 orders each of 50 % of the Estimated Bid Value or 3 orders each of 40 % of the Estimated Bid Value for similar service(s) in last three years to any Central / State Govt Organization / PSU / Public Listed Company. Copies of contracts / work orders and documentary evidence of

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successful execution / completion in support of Past Experience of Similar Services along with names, address and contact details of clients shall be uploaded with the bid for verification by the Buyer.

**Additional Qualification/Data Required**

**Annual turnover Required by Buyer in Crores:** Bidder must have average annual turnover of minimum 1 crore for the last 3 financial year (2018-19,2019-20,2020-21)

**The Bidder should have executed at least X No. projects with contract value not less than yy for each contract of providing manpower services to Central/ State Government Departments/ Public Sector Undertakings/ Autonomous Bodies in last N financial years:** The bidder should have minimum 3 years of experience in the field of manpower.

**Geographic Presence: Office registration certificate:** State of Odisha preferably in the Balasore District.

**Scope of work & job description:** [1653387569.pdf](#)





Please upload the list of resources alongwith quantity of each type of resource to be continued by the successful bidder/Service Provider under the new contract as per the Terms and Conditions of new contract concluded on the basis of this bid alongwith approval of Competent Authority.: [1653387576.pdf](#)

Buyer to upload undertaking that Minimum Wages indicated by him during Bid Creation are as per applicable Minimum Wages Act: [1653387589.pdf](#)

**Manpower Outsourcing Services - Minimum Wage - Semi-skilled; Others; Attendant ( 100 )**

**Technical Specifications**

Specification	Values
<b>Core</b>	
Skill Category	Semi-skilled
Type of Function	Others
List of Profiles	Attendant
Educational Qualification	High School
Specialization	Not Required
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	0 to 3 Years
State	NA
Zipcode	NA
District	NA
<b>Addon(s)</b>	
Additional Certifications/Trainings required for the resources being hired	No
<b>Additional Details</b>	
Title for Optional Allowances 1	
Title for Optional Allowances 2	
Designation	Attendant

**Additional Specification Documents**

**Consignees/Reporting Officer and Quantity**

S.No.	Consignee/Reporting Officer	Address	Number of Resources to be hired	Additional Requirement
1	MANORAMA BHUYAN.	756001, Fakir Mohan Medical College & Hospital, Balasore	100	<ul style="list-style-type: none"> <li>• Minimum daily wage (INR) exclusive of GST : 366</li> <li>• EDLI (INR per day) : 0</li> <li>• Bonus (INR per day) : 0</li> <li>• EPF Admin Charge (INR per day) : 0</li> <li>• Optional Allowances 1 (INR per day) : 0</li> <li>• Optional Allowances 2 (INR per day) : 0</li> <li>• Optional Allowances 3 (INR per day) : 0</li> <li>• Number of working days in a month : 26</li> <li>• Provident Fund (INR per day) : 48</li> <li>• ESI (INR per day) : 12</li> <li>• Tenure/ Duration of Employment (in months) : 36</li> </ul>

**Manpower Outsourcing Services - Minimum Wage - Semi-skilled; Others; Mali/Gardner Helper ( 3 )**

**Technical Specifications**

Specification	Values
<b>Core</b>	
Skill Category	Semi-skilled
Type of Function	Others
List of Profiles	Mali/Gardner Helper
Educational Qualification	High School
Specialization	Not Required

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Specification	Values
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	0 to 3 Years
State	NA
Zipcode	NA
District	NA
<b>Addon(s)</b>	
Additional Certifications/Trainings required for the resources being hired	No
<b>Additional Details</b>	
Title for Optional Allowances 1	
Title for Optional Allowances 2	
Designation	Gardner

**Additional Specification Documents**

**Consignees/Reporting Officer and Quantity**

S.No.	Consignee/Reporting Officer	Address	Number of Resources to be hired	Additional Requirement
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S.No.	Consignee/Reporting Officer	Address	Number of Resources to be hired	Additional Requirement
1	MANORAMA BHUYAN	756001, Fakir Mohan Medical College & Hospital, Balasore	3	<ul style="list-style-type: none"> <li>• Minimum daily wage (INR) exclusive of GST : 366</li> <li>• EDLI (INR per day) : 0</li> <li>• Bonus (INR per day) : 0</li> <li>• EPF Admin Charge (INR per day) : 0</li> <li>• Optional Allowances 1 (INR per day) : 0</li> <li>• Optional Allowances 2 (INR per day) : 0</li> <li>• Optional Allowances 3 (INR per day) : 0</li> <li>• Number of working days in a month : 26</li> <li>• Provident Fund (INR per day) : 48</li> <li>• ESI (INR per day) : 12</li> <li>• Tenure/ Duration of Employment (in months) : 36</li> </ul>

**Manpower Outsourcing Services - Minimum Wage - Skilled; Others; Oxygen Plant Operator ( 3 )**

**Technical Specifications**

Specification	Values
<b>Core</b>	
Skill Category	Skilled
Type of Function	Others
List of Profiles	Oxygen Plant Operator
Educational Qualification	ITI
Specialization	Not Required
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	0 to 3 Years
State	NA
Zipcode	NA

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S.No.	Consignee/Reporting Officer	Address	Number of Resources to be hired	Additional Requirement
1	MANORAMA BHUYAN	756001, Fakir Mohan Medical College & Hospital, Balasore	3	<ul style="list-style-type: none"> <li>• Minimum daily wage (INR) exclusive of GST : 366</li> <li>• EDLI (INR per day) : 0</li> <li>• Bonus (INR per day) : 0</li> <li>• EPF Admin Charge (INR per day) : 0</li> <li>• Optional Allowances 1 (INR per day) : 0</li> <li>• Optional Allowances 2 (INR per day) : 0</li> <li>• Optional Allowances 3 (INR per day) : 0</li> <li>• Number of working days in a month : 26</li> <li>• Provident Fund (INR per day) : 48</li> <li>• ESI (INR per day) : 12</li> <li>• Tenure/ Duration of Employment (in months) : 36</li> </ul>

**Manpower Outsourcing Services - Minimum Wage - Skilled; Others; Oxygen Plant Operator ( 3 )**

**Technical Specifications**

Specification	Values
<b>Core</b>	
Skill Category	Skilled
Type of Function	Others
List of Profiles	Oxygen Plant Operator
Educational Qualification	ITI
Specialization	Not Required
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	0 to 3 Years
State	NA
Zipcode	NA

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Specification	Values
District	NA
<b>Addon(s)</b>	
Additional Certifications/Trainings required for the resources being hired	No
<b>Additional Details</b>	
Designation	Oxygen Plant Operator
Title for Optional Allowances 1	
Title for Optional Allowances 2	


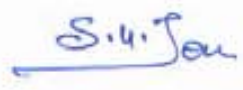


**Additional Specification Documents**

**Consignees/Reporting Officer and Quantity**

S.No.	Consignee/Reporting Officer	Address	Number of Resources to be hired	Additional Requirement
1	MANORAMA BHUYAN	756001, Fakir Mohan Medical College & Hospital, Balasore	3	<ul style="list-style-type: none"> <li>• EDLI (INR per day) : 0</li> <li>• Bonus (INR per day) : 0</li> <li>• EPF Admin Charge (INR per day) : 0</li> <li>• Optional Allowances 1 (INR per day) : 0</li> <li>• Optional Allowances 2 (INR per day) : 0</li> <li>• Optional Allowances 3 (INR per day) : 0</li> <li>• Minimum daily wage (INR) exclusive of GST : 416</li> <li>• Number of working days in a month : 26</li> <li>• Provident Fund (INR per day) : 54</li> <li>• ESI (INR per day) : 14</li> <li>• Tenure/ Duration of Employment (in months) : 36</li> </ul>

**Manpower Outsourcing Services - Minimum Wage - Skilled; Others; Lift Operator ( 18 )**

**Technical Specifications**

Specification	Values
<b>Core</b>	
Skill Category	Skilled
Type of Function	Others
List of Profiles	Lift Operator
Educational Qualification	ITI
Specialization	Not Required
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	0 to 3 Years
State	NA
Zipcode	NA
District	NA
<b>Addon(s)</b>	
Additional Certifications/Trainings required for the resources being hired	No
<b>Additional Details</b>	
Title for Optional Allowances 1	
Title for Optional Allowances 2	
Designation	Lift Operator

**Additional Specification Documents**

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**Consignees/Reporting Officer and Quantity**

S.No.	Consignee/Reporting Officer	Address	Number of Resources to be hired	Additional Requirement
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S.No.	Consignee/Reporting Officer	Address	Number of Resources to be hired	Additional Requirement
1	MANORAMA BHUYAN	756001, Fakir Mohan Medical College & Hospital, Balasore	18	<ul style="list-style-type: none"> <li>• Minimum daily wage (INR) exclusive of GST : 416</li> <li>• EDLI (INR per day) : 0</li> <li>• Bonus (INR per day) : 0</li> <li>• EPF Admin Charge (INR per day) : 0</li> <li>• Optional Allowances 1 (INR per day) : 0</li> <li>• Optional Allowances 2 (INR per day) : 0</li> <li>• Optional Allowances 3 (INR per day) : 0</li> <li>• Number of working days in a month : 26</li> <li>• Provident Fund (INR per day) : 54</li> <li>• ESI (INR per day) : 14</li> <li>• Tenure/ Duration of Employment (in months) : 36</li> </ul>

## Buyer Added Bid Specific Terms and Conditions

### 1. Generic

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

### 2. Generic


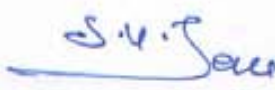


**Bidder financial standing:** The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

### 3. Generic

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

### 4. Payment

**PAYMENT OF SALARIES AND WAGES:** Service Provider is required to pay Salaries / wages of contracted staff deployed at buyer location first i.e. on their own and then claim payment from Buyer alongwith all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.

**5. Forms of EMD and PBG**

Bidders can also submit the EMD with Account Payee Demand Draft in favour of SUPDT.GOV.T. MEDICAL COLLEGE AND HOSPITAL, BALASORE payable at Balasore. Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

**6. Forms of EMD and PBG**

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name SUPDT.GOV.T. MEDICAL COLLEGE AND HOSPITAL, BALASORE Account No. 38784031660 IFSC Code SBIN0000016 Bank Name STATE BANK OF INDIA Branch address BALASORE. Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

**7. Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of SUPDT.GOV.T. MEDICAL COLLEGE AND HOSPITAL, BALASORE payable at Balasore. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

**8. Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name SUPDT.GOV.T. MEDICAL COLLEGE AND HOSPITAL, BALASORE Account No. 38784031660 IFSC Code SBIN0000016 Bank Name STATE BANK OF INDIA Branch address BALASORE. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

**9. Financial Criteria**

**NET WORTH:** Net Worth of the OEM should be positive as per the last audited financial statement.

**10. Certificates**

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

**11. Service & Support**

**AVAILABILITY OF OFFICE OF SERVICE PROVIDER:** An office of the Service Provider must be located in the state of Consignee. **DOCUMENTARY EVIDENCE TO BE SUBMITTED.**

**12. Service & Support**

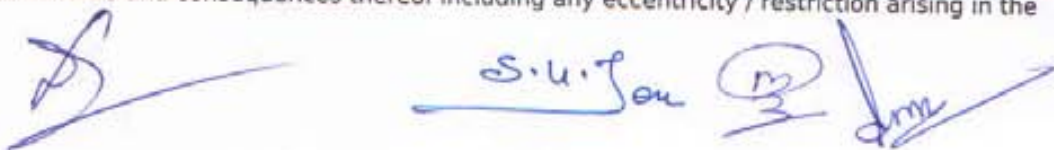
Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

**13. Buyer Added Bid Specific Scope Of Work(SOW)**

File Attachment [Click here to view the file.](#)

**Disclaimer**

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome and consequences thereof including any eccentricity / restriction arising in the

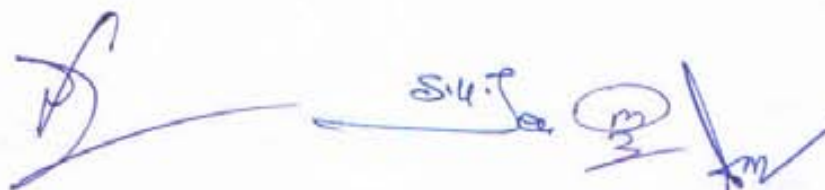


bidding process due to these ATCs and due to modification of technical specification and / or terms and conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents / clauses shall also be null and void. If any seller has any objection / grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---Thank You---

The image shows three handwritten signatures in blue ink. The first signature on the left is a stylized, cursive mark. The second signature in the middle consists of the initials 'S.K.' followed by a horizontal line. The third signature on the right is a more complex, cursive mark.

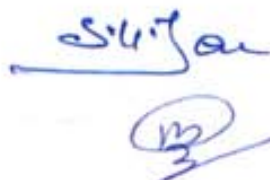
MANPOWER REQUIREMENT

SL. No.	Cadre	Manpower required	Bid Estimated value@36 months of contract	Consolidated remuneration calculated as per the latest Notification of Labour commission, Odisha
1	ATTENDANT	100	4,69,92,852/-	
2	LIFT OPERATOR	18	96,14,232/-	
3	OYGEN PLANT OPERATOR	3	16,02,396/-	
4	GARDENER	3	14,09,796/-	
<b>TOTAL</b>			<b>5,96,19,276/-</b> Rupees Five Crore ninety-Six lakh Nineteen Thousand Two Hundred Seventy-six only)	

## Note:

1. The manpower requirement is approximate and likely to change at the discretion of competent authority at the time of award of contract or at any stage during the contract period. The agency shall be bound to provide additional manpower or reduce /retrench the existing manpower at the direction of the college/hospital.
2. The existing workers working at the institution shall be taken into consideration during engagement of manpower.
3. Maximum standards /Benchmark/Qualifications/Age for the services sought is as per Government of Odisha Norms and should be followed by the agency strictly.
4. The duties and responsibilities of manpower deployed by the agency should be as per the job profile for the mentioned post at FMMCH, Balasore.
5. The agency will ensure the required representation of reserved category candidates as per Government norms and protocol.






ELEGIBILITY CONDITIONS

1. The bidder must have supplied manpower regularly to any central/state Govt. organization/PSU/Public listed company for at least three years prior to the bid opening date. Copies of relevant contracts to be submitted along with the bid in support of having supplied a said quantity of manpower during each of the year.
2. The bidder must have an average annual turnover of minimum 1 Crore (Rupees One Crore only) for manpower supply service during the last three years (2018-2019, 2019-2020 & 2020-2021).
3. The bidder should have minimum 0-3 years of experience in the field of manpower services in the state Govt. /Govt. of India/Govt. under taking corporation/Banks. Experience in the field of Medical College will be given priority on the stipulated date of bid submission.
4. The bidder must not have been black listed either by the tender inviting authority or by any state Govt. or Govt. of India organization. The agency shall submit undertaking regarding the same on Non-Judicial stamp paper of Rs.10/-.
5. The bidder must have Labour Registration certificate issued by Govt. of Odisha.
6. The bidder must have solvency certificate of at least one crore from Revenue Department/Bank in the name of the firm/owner.
7. The bidder must be registered under ISO 45001:2018.
8. Bidder should have a registered Office /Branch office in the state of Odisha preferably Balasore district.
9. Self –attested copies of following documents must be uploaded for technical evaluation:
  - a. Copy of demand draft for EMD or valid supporting document (Udyog Adhar Registration Certificate or NSIC registration certificate) for the bidders seeking exemption of service category of MSE.
  - b. Audit balance sheet, audited income and expenditure statement, Audited profit and loss account and income tax return of last three financial years i.e (2018-2019, 2019-2020 & 2020-2021) (in support of Criteria at Sr. No.2)
  - c. Copy of work order /Experience certificate clearly depicting the value of contract related to supply of manpower in support of project experience ( as defined in criteria at Sr. No.1)
  - d. Registration Certificate of Firm/Agency/ Organization as partnership/Proprietorship/ Private Limited/Limited company.
  - e. Dedicated telephone number for service support on the letterhead.
  - f. Documentary proof supporting any office in Odisha/ Balasore District.
  - g. Copy of ESI Registration.
  - h. Copy of PF Registration.
  - i. Copy of GST Registration.



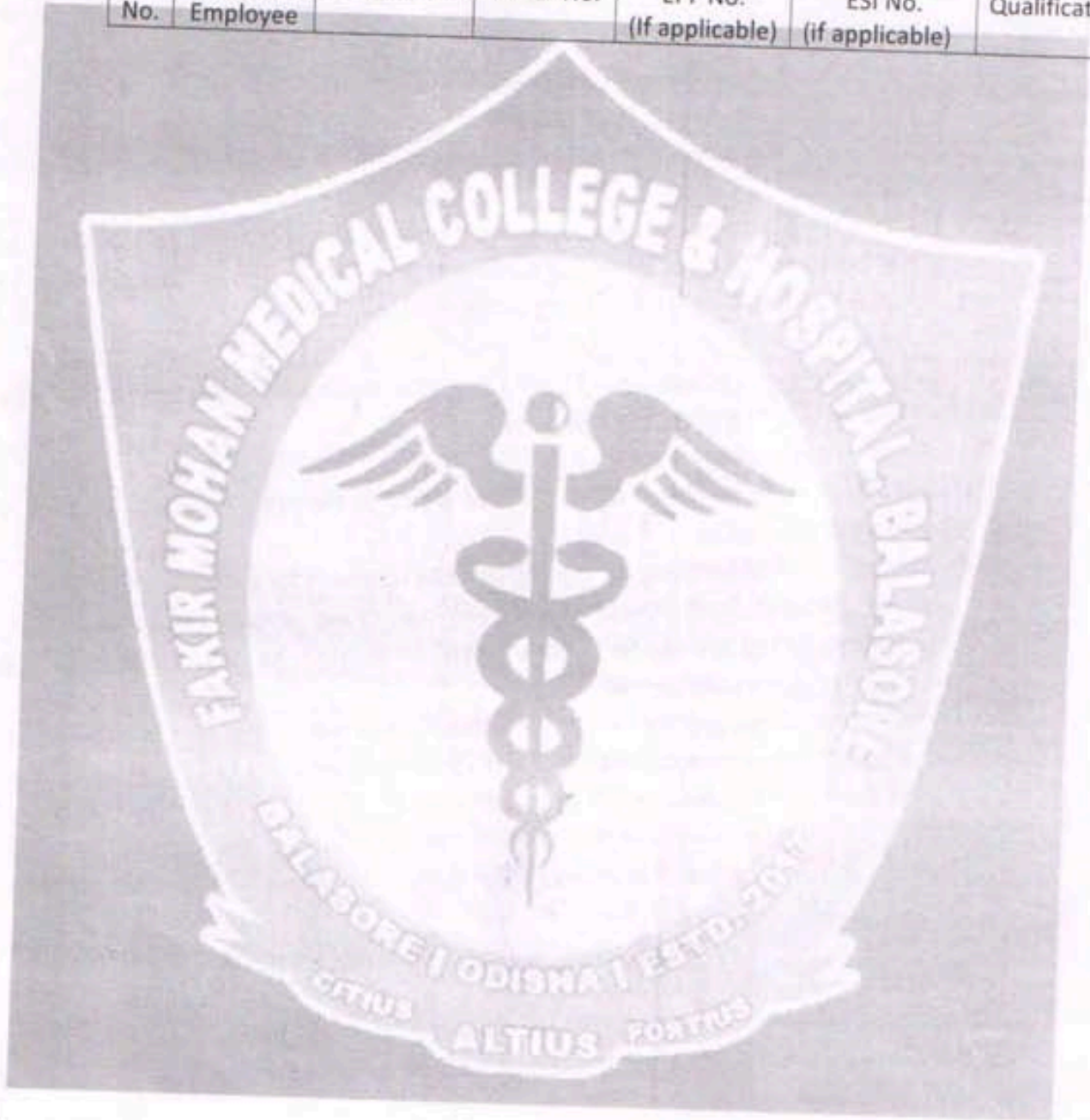


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- j. Copy of PAN Card.
- k. List of employees (at least 40% of the total requirement of bid) on pay roll of the bidder in the prescribed format duly signed by the authorized signatory on the letterhead of the bidder.

Sr. No.	Name of Employee	Designation	Adhar No.	EPF No. (If applicable)	ESI No. (if applicable)	Qualification
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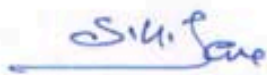
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INSTRUCTIONS TO THE BIDDERS

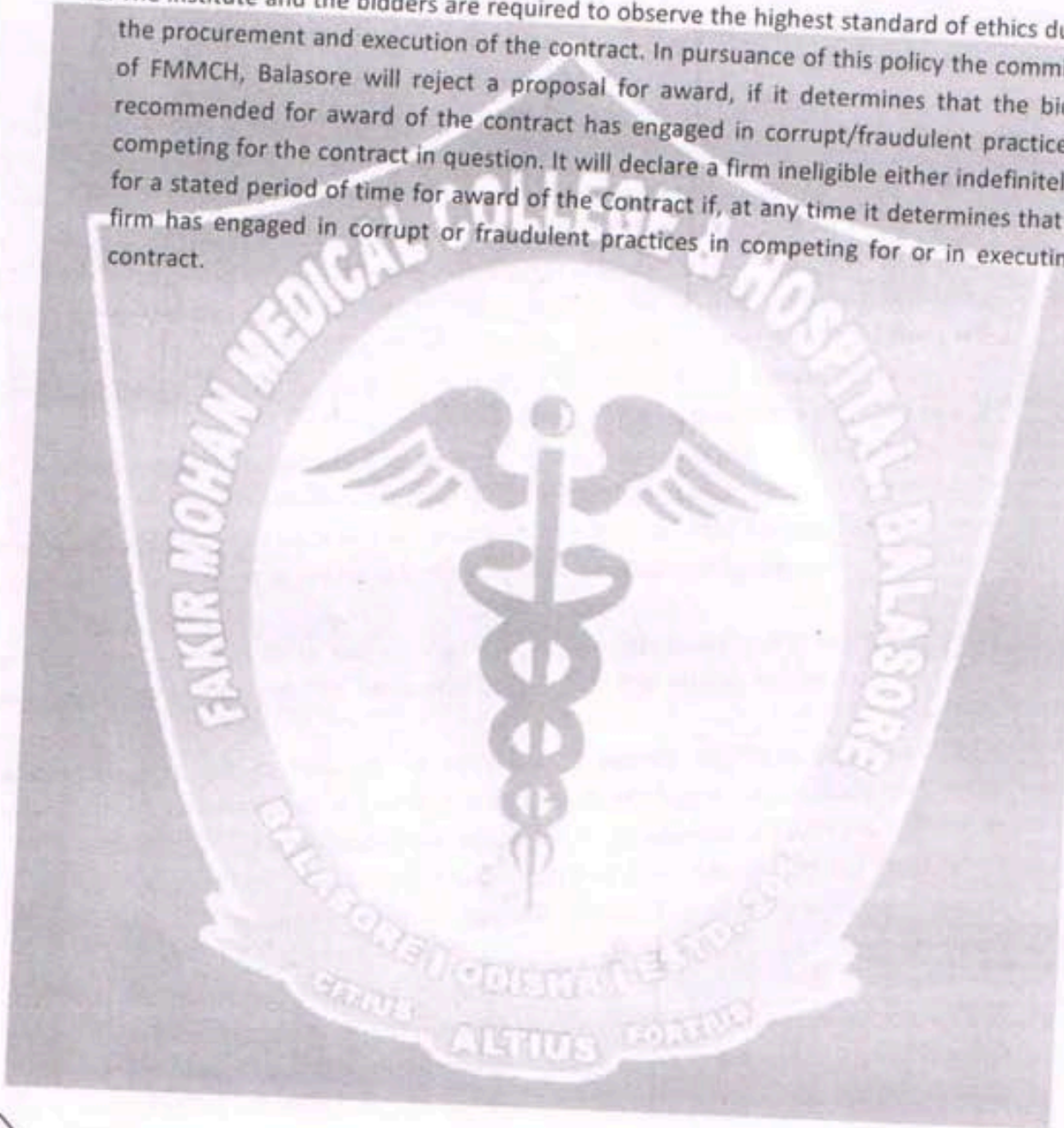
1. The e-tender is being invited for man power supply under Nirmal + guideline through GeM. All the instructions of GeM bidding is applicable. Tender must be submitted through GeM only. The bid received in physical mode shall not be considered at all.
2. The Bidder should follow all instructions, eligibility criteria, General terms and conditions in the tender documents. Failure to furnish complete information as required with reference to the tender document shall result in rejection of the bid.
3. Bidders are required to furnish the Bid Security (also known as Earnest Money) of an amount 3% of estimated value of the Contract i.e. Rs. 17,88,578/- (Rupees Seventeen lakh Eighty-eight thousand Five Hundred Seventy-eight Only) in favour of " Superintendent FMMCH, Balasore" payable at Balasore in the form of Draft, Banker's cheque or Bank Guarantee from any of the commercial banks . The bid security shall remain valid for a period of forty five days beyond the finalization of the bid. The Micro and Small Enterprises (MSEs) as defined in MSE procurement policy issued by the Department of Micro, Small and Medium Enterprises (MSME) or registered with the Central purchase organization or the concerned Ministry or Department are exempted from furnishing the bid security.
4. The potential Bidders are required to deposit Rs. 2,000/- (Rupees Two Thousand) only towards the bid document and processing fees which will be non refundable. It must be deposited along with the Bid documents in the form of a demand draft drawn in favour of Superintendent, Fakir Mohan Medical College & Hospital, Balasore, payable at Balasore.
5. Bids received without EMD will not be considered and will be summarily rejected. The EMD of the unsuccessful bidders will be refunded in due course without accrual any of any interest.
6. Bid securities of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30<sup>th</sup> day after the award of the contract.
7. Any attempt to negotiate directly or indirectly on the part of the bidder with the competent authority to accept the Tender, or influence the acceptance of the tender by any means will result in cancellation of his tender from consideration.
8. Conditional tender, illegible and ambiguous tender, partially filled tender, incomplete tender and tender without enclosing aforementioned documents will summarily be rejected.
9. The Hospital reserves the right to accept or reject any bid without assigning any reason at any time prior to the award of the contract without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder/bidders of the grounds for this action of the Committee.





10. The bidder, at the bidder's own responsibility risk and cost, may visit the site when services and obtain all information that may be necessary for preparing the bid and entering into a contract for the requisite services.
11. Clarification regarding any ambiguity in eligibility criteria may be sought only through the GeM portal.
12. The institute and the bidders are required to observe the highest standard of ethics during the procurement and execution of the contract. In pursuance of this policy the committee of FMMCH, Balasore will reject a proposal for award, if it determines that the bidder recommended for award of the contract has engaged in corrupt/fraudulent practices in competing for the contract in question. It will declare a firm ineligible either indefinitely or for a stated period of time for award of the Contract if, at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing a contract.



*[Handwritten signatures and initials]*

S. K. Jais

*[Signature]*

*[Signature]*

*[Signature]*

**TERMS AND CONDITIONS OF CONTRACT****1. COMMENCEMENT OF CONTRACT**

- 1.1 At the same time as the institute notifies the successful bidder, the institute will send the successful bidder the work order on the official E-mail Id of the bidder.
- 1.2 The successful bidder shall acknowledge the same and will revert with the letter of acceptance of the work order immediately.
- 1.3 The successful bidder shall arrange the performance security in accordance with the Clause 3 of the Terms and Conditions of the Contract.
- 1.4 The successful bidder shall prepare a list of workers to be deployed with their details of Designation, complete qualification, Total experiences (if applicable), EPF (if applicable), Bank Account Number, Aadhar No. and status of police Verification. These are to be produced at the time of execution of contract.
- 1.5 Subject to fulfillment of condition at Sr. No. 1.2 to 1.4 the successful bidder shall execute the contract on non-judicial stamp paper of requisite denomination within 21 days of the work order for commencement of the contract. Non fulfillment of the condition of executing a contract by the agency would constitute sufficient ground for annulment of the award and forfeiture of the Earnest money.
- 1.6 After execution of contract, the agency shall provide bio-data of all persons engaged by the agency for working in FMMCH, Balasore premises before commencement of the contract. Antecedents of the manpower to be engaged, such as three passport size photographs, details of qualification along with proof, experience certificate, Aadhar card needs to be submitted before commencement of the contract. The Agency shall be fully responsible for ensuring correctness of the documents submitted by the persons for engagement against various posts.
- 1.7 The agency shall submit undertakings obtained from each staff to be deployed that the employment is temporary in nature as per Annexure-E before commencement of the contract.
- 1.8 The successful bidder shall produce the certificate of license under contract Labour regulation and abolition Act, 1970, within a period of one month from the date of commencement of the contract.

## **2. DURATION AND CESSATION OF CONTRACT**

2.1 The contract will be for Three years from the commencement of the contract subject to continuous satisfactory performance and on failure on this aspect by the agency, the institute reserves the right to terminate the contract.

2.2 This initial period of Three years may be extended annually for next two years on mutual consent with the existing rates and terms and conditions subject to satisfactory performance.

2.3 Prices quoted on GeM shall remain fixed during the period of contract except in cases of statutory payment (ESI, PF, GST etc). Changes in the statutory payment, if any, will be considered by the competent authority, as per actual, on submission of documentary evidence and relevant Government Notifications/Orders.

2.4 The amount to be deducted towards the advance income tax shall be at the rate applicable.

2.5 The Hospital authority in the event of any increase decrease in the recruitment of manpower may direct the agency accordingly and the agency is bound to provide manpower as per the changed recruitment and he shall be paid proportionately for the changed requirement.

2.6 In case of breach of any term and condition of the contract the institute reserves the right to forfeit the performance security deposits apart from annulment of the contract in whole or in part at any time by giving one month notice.

## **3. PERFORMANCE SECURITY**

3.1 The successful bidder shall furnish a performance security of an amount of Rs 17,88,578/- in the form in the form of Demand Draft from any scheduled Bank in favors of the "Superintendent , FMMC&H, Balasore" Payable at Balasore at the time of execution of contract.

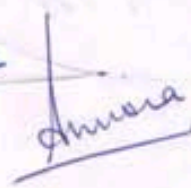
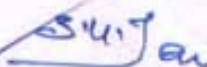
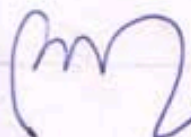
3.2 Earnest Money is adjustable towards the performance security in case of successful bidder on the request of successful bidder.

3.3 No interest will be accrued and paid on the security deposits.

3.4 This amount will be refunded after satisfactory fulfillment of the contract period and all accounts thereafter are settled after six months from the date of last bill raised subject to adjustment of any claim of hospitals, arising out of terms & conditions pertaining to the tender.

## **4. STATUTORY COMPLIANCE**

4.1 The bidder shall furnish copies of all periodical returns as and when they are submitted.



4.2 The bidder shall be responsible for the registration under the contract labor (Regulation and Abolition) Act, 1970 in respect of employees/workers engaged by them.

4.3 The bidder shall comply by all Labour Laws applicable. The agency at all time must indemnify ESIC against all claims, damages or compensation under all statutory laws and rules prevailing from time to time which intra-alia, include the provisions of contract labor. (Regulation and Abolition) Act 1970 Payment wages Act, Employee provident fund and miscellaneous and other law relating thereto and made hereunder from time to time, The FMMC&H, Balasore administration will not be held responsible in this regard.

#### 5. RESTRICTIONS REGARDING PERSONNEL DEPLOYED:

5.1 The man power supplied would be engaged at FMMC&H, Balasore.

5.2 The manpower should endeavor to deploy suitable and eligible candidates by following a transparent procedure such as online method, proper publicity through agency's website/newspaper etc. without mentioning the name of institute or any officials/officer of institute. Such undertaking that he/she has not secured the employment through corrupt practices should be obtained from all the outsourced staff.

5.3 The service provider shall ensure to get the verification for all the manpower deployed by them and should endorse there good moral character. The agency shall engage only such workers, whose antecedents have been thoroughly verified, including character and police verification and other formalities.

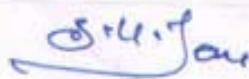
5.4 The agency shall provide man power strictly as per the eligibility criteria and guidelines of the Hospital administration.

5.5 Outsourced employees shall be registered under AEBAS installed by the agency; employees shall be paid their wages strictly as per biometric attendance marked by them.

5.6 Outsourced staff will need to perform rotational duties shift wise, round the clock, on all days inclusive of Public Holidays. The timing of the general shift/rotational shift will be specified by the Hospital Authority.

5.7 The agency shall appoint supervisors for monitoring outsourced staff provided by agency round the clock at no additional cost.

5.8 All the grievances and payment related issues of the outsourced staff shall be addressed by the agency through its supervisor only. No grievance shall be addressed to any of the officer of the institute. If the grievance of outsourced staff needs intervention of the institute authority, it shall not be entertained expect if forwarded by the agency with its comments.



- 5.9 There shall be a contract of service for all practical purposes. The selected agency should clarify all points to the staff deployed and should get an undertaking from them on the prescribed Performa (ANNEXURE-E) stating that he/she shall not have any claim for any benefit or compensation or absorption/regularization of deployment for permanent service in the Hospital/institute /offices under the provisions of any rules and act. This engagement as outsourced staff is a stop-gap temporary arrangement and no representation on behalf of employee shall be entertained by the Institute in any case.
- 5.10 The service provider should ensure that persons to be deployed are not alcoholic/drug addict /nor indulge in any activity prejudicial to the interest of the Institute and Hospital. The agency shall be fully responsible for the conduct of his staff . Replacement of manpower, where required, will be done by the agency at its own cost /risk/ responsibilities immediately, with an written intimation to Hospital authority.
- 5.11 The person deployed by the agency should be properly trained, have requisite experience and skills for carrying out the work assigned to him/her. The institute shall have the right to ask for the removal/replacement of any manpower of the agency, so deployed, who is not considered to be orderly in discharge of his/her duties.
- 5.12 The staff will wear proper uniform with their identity properly displayed which shall be provided by Agency at its own cost.
- 5.13 Any personnel engaged by the agency, if found including in illegal activities is liable to be handed over to the police and or any punitive action ,as deemed fit , will be taken against the agency and the person concerned.
- 5.14 The agency will not allow or permit its employees to participate in any trade union activities or agitation in the premises of the hospital. In case of any legal implications , arising due to contract, the Agency will be solely responsible and shall bear all the expenses to settle the dispute.
- 5.15 The Agency will be required to ensure that the depute personnel come in the uniform and protective covers as prescribed by the institute for the outsourced employee. Washing and maintenance of the uniform and protective covers is to be met by the agency
- 5.16 Behavioral training of the staff should be done periodically and the reports to be submitted to the hospital authorities on a monthly basis.
- 5.17 The Agency representatives shall meet the Hospital authority regularly to take feedback regarding the manpower services.
- 5.18 The duties and responsibilities of the manpower deployed by the agency are as per the profile for regular posts of Hospital.



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## 6. WORKMAN SAFETY:

6.1 The agency shall deploy only such adult workers who are physically and mentally fit and general medical certificate to that effect should be enclosed with the bio-data of the workers at the time of commencement of contract and deployment of the persons.

6.2 The service provider shall ensure the Health and Safety measures of the employees and shall be responsible for the wellbeing, safety, security and deployment of the persons.

6.3 The institute shall not be liable for any damage and/or compensation payable to any worker of the agency in case of any fatal injury/death caused while performing/discharging their duties or otherwise.

## 7. PAYMENT PROCEDURE

7.1 Based on the biometric attendance obtained from AEBAS( to be installed by the agency) and verified by the authorized official of the institute, the agency shall submit the payment bills to the authorities of the hospital by the 5<sup>th</sup> of the successive month. Additionally, they should disburse the monthly salary directly into bank account of its employees by the 7<sup>th</sup> of the following month and this payment should not linked to the payment of the bills by FMMCH, Balasore.

7.2 Upon Payment of the salary/wages, the agency will have to submit the bill in duplicate complete in all respect. Endeavors shall be made for the payment to the agency within fifteen days from the date of submission of the bill completed in all respect subject to availability of the funds.

7.3 While submitting the bills for the month, the service provider must enclose the following documents:-

- a) Details of payment of wages credited to their Bank Account of workers along with details of deduction and payment in respect of ESI/EPF along with attendance verified by authorized person of the institute.
- b) Proof of payment of ESIC contribution employee wise along with challan.
- c) Proof of payment of EPF contribution employee wise along with challan & ECR.
- d) Details of GST payment of the last month/cycle along with challan.
- e) A certificate that he is complying with all the applicable statutory Labour Laws.
- f) Computerized print out of Biometric Attendance sheet duly verified by authorized person of Hospital administration in respect of the persons deployed for the billing month, along with salary sheet for the billing month.

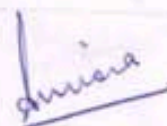
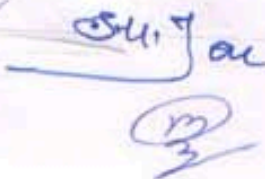
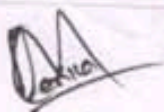
7.4 The agency is also required to issue pay slips to all employee every month.

7.5 All the payment to the workers to be made by the agency through bank transaction only cash payment shall be treated at par with non-payment of wages.

7.6 The agency shall maintain such other records as per scope of work or prescribed by FMMC&H, Balasore from time to time.

**8. LIQUIDATED DAMAGES OR PENALTY FOR LACK OF PERFORMANCE.**

- 8.1 Intentional and consistent delay in payment of salary /wages will not be tolerated by the administration and penalty of Rs.2,500/- may be levied per day for delay in payments of salary wages to engaged employees at the discretion of the competent authority. Said penalty, if imposed, shall be deducted from the total bill.
- 8.2 The agency shall ensure the payment of wages as per the institute's instruction. If it is established that the agency is exploiting its employees by disbursing the wages less than the prescribed, the contract shall be terminated apart from action as deemed fit.
- 8.3 If it is found that in spite of imposition of penalty, agency is continuing the contravention of payments wages Act and Contract Labour (Regulation and prohibition) Act deliberately, the contract shall be terminated.
- 8.4 Posting of staff as defined by competent authority at the time of execution of contract, which are required to be in position 24x7, if the attendance fails short of contract minimum number of person, a penalty of Rs.500/- per person per day shall be deducted from the monthly bills submitted by the agency. The amount so deducted shall be final and no claim whatsoever will be entertained in order to ensure that there is no compromise in the delivery of essential medical services to the patients.
- 8.5 If any outsourced staff is not found in proper uniform and or not displaying photo identity card, a penalty of Rs. 300/- per instance shall be deducted from agency's bill.
- 8.6 If any outsourced staff is found indulging in smoking/drinking at the time of duty, a penalty of Rs. 300/- per instance shall be deducted from agency's bill part from administrative action as deemed fit by authorities.
- 8.7 If any outsourced staff is found sleeping during duty hours a penalty of Rs.300/- per instance shall be deducted from agency's bill.
- 8.8 If any outsourced staff is found absent from the place of duty, a penalty of Rs. 500/- per instance may be conducted from agency's bill apart from termination of staff.
- 8.9 If the behavior of any outsourced staff is found harsh/rude and non-cooperative towards patients/attendants/staff a penalty of Rs.300/- per instance shall be deducted from agency's bill.
- 8.10 If any outsourced staff is found performing the duty by concealing any fact a penalty of Rs.500/- per instance shall be deducted from the agency's bill apart from removal of the staff and legal action as deemed fit against the agency/employee.
- 8.11 Employment of child labour will lead to the termination of contract.
- 8.12 If agency fails to make payment to its workers through bank, contract is liable to be terminated.



8.13 The competent authority may decrease, waive off, enhance the penalty prescribed in the clause depending on the past performance of the agency and the decision of the competent authority shall be final with regard to imposition of penalty.

#### 9. DISPUTE SETTLEMENT

9.1 In case of any dispute and difference of opinion arising out of this contract, both parties shall try to resolve the same amicably by mutual consultation duly recorded.

9.2 In the event of any dispute covering/arising out of the clause/ clauses of agreement the same shall be resolved through negotiation. Alternatively, the dispute may be referred to next higher authority for adjunction and its decision shall be binding on both parties.

9.3 In case either party is aggrieved on the decision of next higher authority. The jurisdiction of the court shall be at Balasore in the district of Balasore, Odisha. Neither party shall be competent to bring any case / suit in regard to the matters covered by this agreement before any court of Law outside Balasore.

#### 10. RISK CLAUSE

10.1 Agency and its staff shall take proper and reasonable precautions to prevent from any loss, destructions, waste or misuse the areas of reasonability given to them by Hospital administration and shall not knowingly lend to any person or company any of the effects or asserts to the FMMC&H, Balasore under its control.

10.2 In the event of loss / damage of equipment etc. at the premises of FMMC&H, Balasore due to negligence/carelessness of agency staff, the Agency shall compensate the loss/ same shall be recovered from the unpaid bills/will be adjusted from the performance security deposited by the agency to FMMC&H, Balasore apart from removal of the person concerned.

10.3 The agency shall, in performing its part of this Agreement, ensure the safety of the building, the persons working in or visiting the FMMC&H, Balasore premises and shall indemnify for any loss/damage cause by any act of the agency or its employees.

10.4 The agency shall not sublet or subcontract this service/work to any other party in any circumstances before or after execution of contract. If this is done, the contract will be terminated and PGM will be forfeited.

UNDERTAKING

I \_\_\_\_\_ S/D/o \_\_\_\_\_  
R/o \_\_\_\_\_ is willing to work in FMHC&H, Balasore

Through M/S. \_\_\_\_\_ in accordance with the instructions given to me from time to time . It has been made clear to me that I shall not claim for permanent post or regular post or absorption in service in the FMHC&H, Balasore. I am well aware that no representation in this behalf shall be entertained by the institute authority in any case and such engagement shall be strictly temporary and I shall abide by the terms and conditions mentioned in the agreement.

Signature:

Signature:

Designation:

Name:

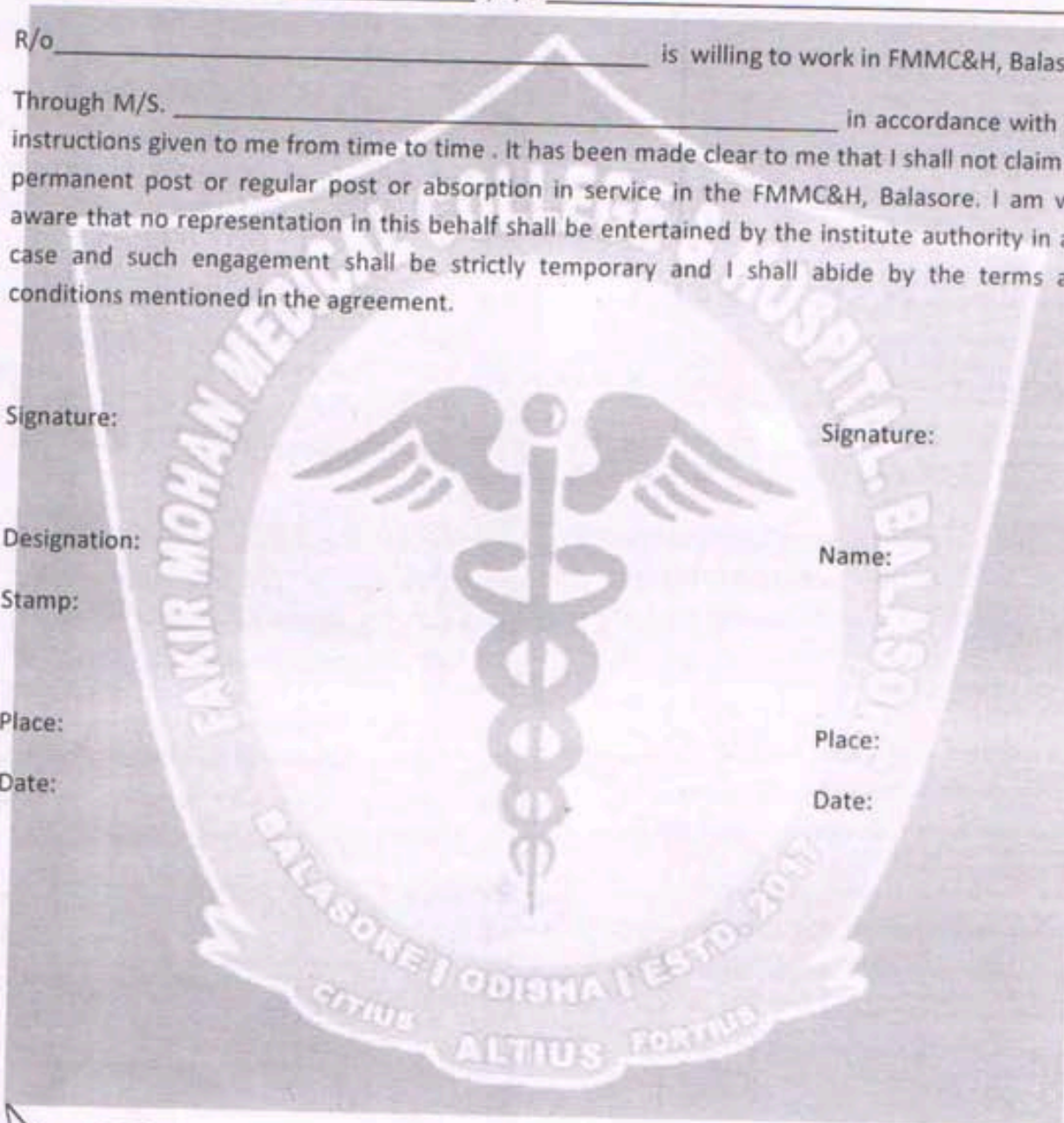
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Date:



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*[Handwritten signature]* S.K. Jaiswal  
*[Handwritten signature]*  
*[Handwritten signature]*

**(To be submitted on the bidder's letter head)**  
**TECHNICAL BID (Profile of the Bidder)**

S.N.	Description	Description (to be filled-up by the bidder)
1	Name of Tendering Company/Firm	
2	Name of owner/partners/directors	
3	Full particulars of office (with full address mobile/telephone & emails)	
4	Full particulars of Bankers of the Firm/ company (with Account numbers, MICR & IFSC, full address, emails, phone/mobile of bank's branch)	
5	PAN No.	
6	GST Registration Number	
7	EPF Registration Number	
8	ESI Registration Number	
9	Contract Labour License Number	

I have read and understood the tender document.

Date:

Place

Signature of Owner/ Managing Partner/ Director

Name (in full, who is signing):

Seal:

*(Handwritten signatures in blue ink)*

(To be submitted in Price Bid)  
SPECIMEN PROFORMA FOR FINANCIAL BID  
(TO BE FILLED ONLY IN GEM, NOT TO BE UPLOADED, ONLY FOR INFORMATION)

To

The Superintendent,  
FAKIR MOHAN MEDICAL COLLEGE & HOSPITAL,  
BALASORE

Quotations for award of contract for outsourcing Manpower Services.

S. N.	Name of Firm	Service Charges (In%) (exclusive of GST)
(TO BE FILLED ONLY ONLINE IN GEM, NOT TO BE UPLOADED ALONGWITH OTHER DOCUMENTS)		

Signature of the Authorized signatory  
of the Tendered with seal of the Firm.

*[Handwritten signatures and initials]*

## CRITERIA FOR EVALUATION

### Evaluation for Technical Proposal

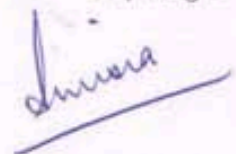
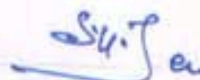
In the first stage, the Technical proposal will be evaluated on the basis of bidder's fulfillment of eligibility criteria. Only those bidders whose technical proposals become responsive based on the eligibility criteria shall qualified for further detail technical evaluation. The award of marks based on the following criteria:-

SL. No	Evaluation parameter	Total Mark	Criteria for award of mark
1	<b>Turnover (last 3 financial Years) :</b> Average annual turnover of the last three financial years	20	1 Crore - 2 Crore -10 Marks 2 Crore – 3 Crore -15 Marks More than 3 Crore -20 Marks
2	<b>Experience: No of years of Experience</b> No of years of experience in similar business (Year of Establishment or commencement of business)	10	0-5 years – 5 marks More than 5 years-10 marks
3	<b>Experience: No of Project executed</b> No of contracts awarded and successfully executed (in last three years with State Got/ Central Govt/ Semi Govt/ Govt owned Societies	20	02 No -05 Nos – 10 Marks More than 06 Nos – 20 Marks
<b>Total Score</b>		50	

### Evaluation for Technical Proposal

Financial proposal shall be opened after the technical evaluation is completed and only that bidder who scores at least 30 marks or more in technical evaluation shall qualify for financial bid opening.

In the financial bid the bidder with lowest price shall be awarded the contract. In case two bidders quote the same lowest price, then the agency with the highest mark in the technical bid shall be awarded the contract. However, if their technical mark also become equal then in that case, the bidder having the higher annual average turnover shall be awarded the contract.



**CERTIFICATE**

**(To be provided on letterhead of the firm)**

I hereby certify that the above firm has not been ever blacklisted by any Central / State Government / Public Undertaking / Institute and there is no any criminal case registered/pending against the firm or its owner/ partners anywhere in India.

I also certify that the above information is true and correct in every respect and, at a later date, if is found that any details provided above are incorrect, any contract given to the above firm may be summarily terminated and the firm blacklisted.

Date:

Place:

Seal Authorized Signatory  
Name:

Designation:  
Contact No.:



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S.K. Jau

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### Annual Turnover Details:

<i>Evaluation Criteria</i>		<i>Remarks</i>
Bidder's Annual Turnover for last three financial years	<b>Financial Years</b>	<b>Turnover in Rs.</b>
	2018-2019	<del>Documents are not</del>
	2019-2020	
	2020-2021	

Date:  
Place:

**Authorized Signatory:**  
Name:  
Designation:  
Contact No:

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**DETAILS OF OTHER ORGANISATIONS WHERE SIMILAR CONTRACTS WERE  
UNDERTAKEN DURING THE LAST \_\_\_\_\_ YEARS**

SL. NO.	Name and address of the organization	Validity of Agreement (From _____ To _____)	No. of workers deployed	Whether Govt./Semi Govt./Autonomous body/PSU/other (please specify)
1				
2				
3				

Copies of job orders and particulars of contact officer in the concerned Govt. department/PSU are attached and may be used for the purpose of verification.

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

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

(Signature of Authorized person)

Name:

Designation:

Office Address:

Phone (Office):

Seal \_\_\_\_\_ of \_\_\_\_\_ the  
Company/Firm/Agency/Agency

*[Handwritten signatures and initials in blue ink]*