



OFFICE OF THE CDM& PHO Cum DISTRICT MISSION DIRECTOR, KANDHAMAL  
District Programme Management Unit, DHH, KANDHAMAL, Phulbani – 762001 (Orissa)  
Ph./FAX : 06842-253249 (CDMO), 253190 (F.W.), 253220 (DPMU), e-mail [reportsnrhmkan@gmail.com](mailto:reportsnrhmkan@gmail.com)

Letter No. 10286 /NHM/2023-24/ Phulbani

Date : 25/08/2023

To

The Director, I & P. R. Dept,  
Lok Sampark Bhawan, Bhubaneswar  
e-mail: [ipr.advt@gmail.com](mailto:ipr.advt@gmail.com) / [iprenews@gmail.com](mailto:iprenews@gmail.com)

Sub : Publication of the advertisement.

Sir,

Please find here with a specimen copy of the advertisement for Publication of the same in two nos. of daily news paper (One time) by 26<sup>th</sup>..... August 2023.

This is for favor of your kind information and necessary action.

Yours faithfully,

25/08/2023

CDM & PHO cum District Mission Director  
Kandhamal

Date: 25/08/2023

Memo No. 10287 /NHM/ 2023-24

1. Copy to the DI&PRO, Kandhamal for information & necessary action.
2. Copy to the DIO, NIC, Kandhamal for information with a request to publish the same along with the enclosures (enclosed herewith) in the district website.
3. Copy to the Head Clerk, O/o the CDM& PHO, Kandhamal for information and necessary action.

25/08/2023

CDM& PHO cum District Mission Director  
Kandhamal



**ZILLA SWASTHYA SAMITI, KANDHAMAL**

Office of the CDM& PHO- cum- Dist. Mission Director, Kandhamal, Phulbani

No. 10285 /NHM/2023-24

Dt: 25.08.2023

**Tender Call Notice**

Sealed proposals as per prescribed Tender document are invited from interested eligible bidders for providing different category of manpower on outsourcing basis under Zilla Swasthya Samiti, Kandhamal. The eligible criteria, the terms of reference and the formats for submission of bid as set forth in the Tender document can be downloaded from the website [www.kandhamal.nic.in](http://www.kandhamal.nic.in). Interested bidders fulfilling the eligibility criteria may submit their proposal(s) with EMD & document as per Tender. The bidders have to submit their proposal(s) at the O/o: The Chief District Medical & Public Health Officer, Kandhamal, 762001. Proposal(s) complete in all respect should reach the undersigned on or before **05.00 PM** of **14.09.2023** through Regd. post/Speed post & courier and the same will be opened on **15.09.2023** at **11.00 AM**. The undersigned reserves the right to reject any or all the tender(s) without assigning any reason thereof.

Sd/-

CDM& PHO – cum-District Mission Director,

25/08/2023

**REQUEST FOR PROPOSAL**  
**Outsourcing of different category of manpower**

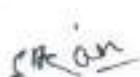
RFP Reference No: Manpower/Kandhamal/  
 2023-24/10285



SRGM *[Signature]* 21/9/2023 *[Signature]* *[Signature]* *[Signature]* *[Signature]* 21/09/23 *[Signature]*

## DISCLAIMER

The information contained in this Request for Proposal (RFP) document or subsequently provided to bidder(s), whether verbally or in documentary form by or on behalf of the Tender Inviting Authority under Department of Health & Family Welfare, Govt. of Odisha, or any of their employees or advisors, is provided to bidder(s) on the terms and conditions set out in this RFP document and any other terms and conditions subject to which such information is provided. This RFP document is not an agreement and is not an offer or invitation by the Tender Inviting Authority or its representatives to any other party. The purpose of this RFP document is to provide interested parties with information to assist the formulation of their proposal and detailed Proposal. This RFP document does not purport to contain all the information each bidder may require. This RFP document may not be appropriate for all persons, and it is not possible for the Department, their employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP document. Some bidders may have a better knowledge of the proposed Project than others. Each bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and obtain independent advice from appropriate sources. Tender Inviting Authority / Department, its employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document. Tender Inviting Authority / Department may in its absolute discretion but without being under any obligation to do so can update, amend or supplement the information in this RFP document.



## NOTICE INVITING PROPOSAL

**DETAILED PROPOSALS ARE INVITED FROM ELIGIBLE AGENCIES FOR SELECTION OF THE MOST SUITABLE AGENCY TO PROVIDE DIFFERENT CATEGORY OF MANPOWER AT GOVT. HEALTH INSTITUTIONS OF KANDHAMAL DISTRICT.**

1	Period of Availability of RFP Document	From 25 <sup>th</sup> August 2023 to 14 <sup>th</sup> September 2023 (Available at website: <a href="http://www.kandhamal.nic.in">www.kandhamal.nic.in</a> )
2	Last date for submission of Proposal	<b>Date: 14<sup>th</sup> September 2023, Time: 05.00 PM</b> <b>Address: O/O - CDM &amp; PHO, Kandhamal - 762001</b>  <i>NB : Proposals should be submitted through Speed post / Registered post / Courier.</i>
3	Date, time and place of opening of Proposal and presentation	<b>a) Technical Proposal (Part A) opening :</b> 15 <sup>th</sup> September 2023 at 11.00AM in the Office chamber of the CDM & PHO, Kandhamal. <b>b) Financial Proposal (Part B):</b> 26 <sup>th</sup> September 2023 at 11.00AM. <i>(Bidders / authorized representative may remain present at the time of opening of proposal)</i>

## SECTION 1 - INSTRUCTIONS TO BIDDERS

### 2.1 Scope of Proposal

- (a) Interested bidders fulfilling the eligibility criteria may submit their bid to the CDM & PHO, Kandhamal.
- (b) The selection of the Agency shall be on the basis of an evaluation by the tender committee of the Kandhamal District through the Selection Process specified in this RFP. Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the decision of CDM & PHO, Kandhamal is without any right of appeal whatsoever;
- (c) The bidder shall submit its Proposal in the form and manner specified in this RFP. **The Financial Proposal (Part B) shall be submitted in the format specified in F1, F2 & F3.** Upon selection, the agency shall be required to enter into an Agreement with the Chief District Medical & Public Health Officer, Kandhamal.

### 2.2 Eligibility Criteria

The bidder should fulfil the following Eligibility Criteria:

- I. Should be registered in India as a Company (Companies Act 2013) / Partnership Firm (Indian Partnership Act 1932/ Limited Liability Partnership Act 2008), Society (Societies Registration Act 1860) or a Trust (Indian Trust Act 1882 and its amendment thereof).
- II. Consortium is not allowed
- III. Should have an average Annual Turnover of **Rs.1Crore or more** during the last three financial years (2019-20, 2020-21 & 2021-22)
- IV. Should have minimum 3 years of working experience in the field of providing different category of manpower in Public / Private sector [State Govt. / Govt. of India Institution / Govt. undertaking / Corporation / Banks / Govt. & Pvt. Hospitals / Pvt. Organizations] on the stipulated date of bid submission.
- V. Should have enrolled at least 100 manpower as on date of bid submission. Work order / contract copies must be submitted in support of the no. of manpower deployed as per Format T4
- VI. The Bidder must not have been blacklisted 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. 20/-** as per Format T6.
- VII. Must have labour registration certificate
- VIII. Must be registered under EPF
- IX. Must be registered under ESI
- X. Must have a PAN
- XI. Must have GST Registration Certificate.
- XII. Photo copy of the GST filing report for last three month i.e. Apr 2023 to Jun 2023.

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### 2.3 Proposal Submission

Interested eligible bidders may submit their bid(s) to the CDM & PHO, Kandhamal. However, the bidder submitting proposal for Kandhamal district has to provide different category of manpower in DHH, SDHs, CHCs of the district.

The proposal shall be submitted in two parts:

**(1) Part A - Bid Security & Technical Proposal as per format set out in RFP.**

**(2) Part B - Financial Proposal as per the format set out in RFP.**

- (i) The Proposal shall be typed or written legibly in indelible ink and shall be signed the authorized representative of the bidder.
- (ii) Power of Attorney for signing of bid: The bidder should submit a Power of Attorney as per the **Form T5**, authorizing the signatory of the bid to commit the bidder.
- (iii) Any interlineations, erasures or overwriting shall be valid only if the person or persons signing the Proposal have put his/their initial prior to submission of the same.

### 2.4 Bid Document Cost

The bidders shall have to furnish a bid document cost of **Rs.1,500/-** (non-refundable) in the shape of a **Banker's cheques / Demand Draft** from any Nationalized / Schedule Bank payable at Phulbani and in favour of **ZSS, Non-NRHM Fund A/c, Kandhamal**.

In the absence of the bid document cost, the technical proposal of the bidder shall be rejected.

**The bid document cost should be put in the Technical Proposal (Cover A) envelop.**

### 2.5 Earnest Money Deposit (EMD)

The bidder along with the technical proposal shall have to furnish Earnest Money Deposit (EMD) amounting to **Rs.20,000/-** (refundable) in the shape of Banker's cheques / Demand Draft from any Nationalized / Schedule Bank in favor of the ZSS, non-NRHM fund, Kandhamal payable at Phulbani.

In the absence of the EMD, technical proposal of the bidder shall be rejected. However, as per the Finance Department, Govt. of Odisha office memorandum no. 21926 dated 12.8.2015, the **local** MSEs registered with respective DICs, Khadi, Village, Cottage & Handicraft Industries, OSIC and NSIC are exempted from submission of EMD while participating in tenders of Govt. Departments and Agencies under its control. It is further clarified that the above exemption is

applicable to **local MSEs registered in Odisha only**. This exemption to the local MSEs shall be applicable if the kind of service as required under this tender enquiry is clearly specified against the details of the service to be provided in their DIC / NSIC registration certificate (to be furnished in the technical bid).

The EMD shall be returned to unsuccessful bidders within a period of 4 weeks from the date of announcement of the successful bidder.

The EMD shall be forfeited if the bidder withdraws its proposal during the interval between the proposal due date and expiration of the proposal validity period or on in case of successful bidder, if does not execute the agreement.

## 2.6 Packing, Sealing and Marking of Proposal

(a) The Technical Proposal (Cover A) and Financial Proposal (Cover B) must be inserted in separate sealed envelopes, along with applicant's name and address in the left hand corner of the envelope and super scribed in the following manner.

- **Cover-A**- Technical Proposal for "**Out Sourcing of Different Category of Manpower under ZSS, Kandhamal**".
- **Cover-B** - Financial Proposal for "**Out Sourcing of Different Category of Manpower under ZSS, Kandhamal**".

(b) The two envelopes, i.e. envelope for Part-A, Part-B must be packed in a separate sealed outer cover and clearly **superscribed** with the following:

- Proposal for "**Out Sourcing of Different Category of Manpower under ZSS, Kandhamal**".
- The bidder's Name & address shall be mentioned in the left hand corner of the outer envelope.

(c) The inner and outer envelopes shall be **addressed** to the **Chief District Medical & Public Health Officer**, kandhamal (of the concerned health facility) at the **detail address** mentioned at the Section - 1: Schedule of Proposal Submission.

*If the outer envelope is not sealed and marked as mentioned above, then the O/o the CDM& PHO, Kandhamal will assume no responsibility for the tender's misplacement or premature opening. Telex, cable or facsimile tenders will be rejected.*

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**(d) Content of the Proposal****I. Cover A (Technical Proposal)**

The bidders are requested to submit a detailed technical proposal with respect to the **Out Sourcing of Different Category of Manpower under ZSS, Kandhamal** during the proposed contract period in conformity with the Terms of Reference forming part of this RFP.

1. EMD of **Rs.20,000/-**(Rupees Twenty Thousand) in the shape of a Demand Draft in favour of **ZSS Non NRHM Fund A/c, Kandhamal**.
2. Bid document cost of Rs.1,500/- (Rupees One Thousand Five hundred) in the shape of a Demand Draft in favour of **ZSS, Non NRHM Fund A/c, Kandhamal**
3. Form T1
4. Form T2
5. Photocopy of the Registration Certificate of the Agency
6. Photocopy of PAN
7. Photocopy of GST, EPF, ESI & Labour Registration certificate
8. Photocopy of the GST filing report for last three month i.e. April to June 2023.
9. Form T3 (Turnover Certificate from the Chartered Accountant)
10. Photocopy of the audited Profit & Loss Statement in the last three financial years in support of the turnover certificate [2019-20, 2020-21 & 2021-22]
11. Income Tax Acknowledgement of the Assessment Year 2020-21, 2021-22 & 2022-23.
12. Form T4 - Relevant Experience Details in providing manpower services in State Govt. / Govt. of India Institution / Govt. undertaking / Corporation / Banks during the last three years.
13. Photocopies of work orders / contracts executed in support of the information furnished in Form T4
14. Form T5 - Power of Attorney authorizing the signatory for signing the proposal on behalf of the proposer/Bidder
15. Form T6 - Affidavit certifying that the Entity/Promoter(s)/Directors/Partner(s) of Entity are not blacklisted.
16. Form T7 - Letter of Declaration (Anti Collusion Certificate) mentioning that the bidder will not collude with the other bidders.
17. Any other details, the bidder like to include in the proposal.

**II. Cover B (Financial Proposal)**

1. The bidder must submit the Financial Proposal using Form specified in Form F1, F2, F3 with proper signature and seal of the bidder.
2. In case of any discrepancy between figures and words in the financial proposal, the one described in words shall be taken into consideration.
3. The same person signing the RFP shall sign the financial part also.

## 2.6 Validity of Proposals

The Proposal shall remain valid for 180 days after the date of bid opening. Any Proposal, which is valid for a shorter period, shall be rejected as non-responsive.

## 2.7 Cost of Proposal

The bidder shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process. The district authority / institution will neither be responsible nor in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

## 2.8 Acknowledgement by the bidder

- (a) It shall be deemed that by submitting the Proposal, the bidder has: -
- (i) made a complete and careful examination of the RFP;
  - (ii) received all relevant information requested from the concerned District authority / Institution;
  - (iii) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the district authority/ institution relating to any of the matters stated in the RFP Document;
  - (iv) satisfied itself about all matters, things and information, necessary and required for submitting an informed Proposal and performance of all of its obligations there under;
  - (v) acknowledged that it does not have a Conflict of Interest; and
  - (vi) Agreed to be bound by the undertaking provided by it under and in terms thereof.
- (b) The concerned district authority / institution shall not be liable for any omission, mistake or error on the part of the bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the concerned district authority.

## 2.9 Language

The Proposal with all accompanying documents (the "**Documents**") and all communications in relation to or concerning the Selection Process shall be in English language and strictly as per the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

SK an *[Signature]* *[Signature]* *[Signature]* *[Signature]*



## SECTION 3 - TERMS & CONDITIONS

### 3.1 Period of Engagement

- a) The engagement shall be for a period of three years from the date of actual operation (beginning of service) or signing of contract whichever is later.
- b) The contract may be extended for a maximum of another two years (one year at a time) in existing terms and conditions with mutual consent of both the parties if performance is found satisfactory as per due assessment.
- c) The agency shall sign the contract (in the given Format) within 15 days of issue of Letter of Award/ Intimation.

### 3.2 Award of Contract

On evaluation of technical and financial parts of RFP and decision thereon, the selected bidder shall have to execute a contract with the District Authority / Institution within 15 days from the date of acceptance of their bid is communicated to them. The terms and condition, terms of reference of this RFP along with documents and information provided by the selected bidder shall be deemed to be an integral part of the contract. Before execution of the contract, the selected bidder shall have to deposit the performance security deposit as per clause 3.3 mentioned below.

### 3.3 Performance Security

The selected service provider has to furnish a performance security deposit amounting to Rs.1,00,000/- in the shape of DD / BG from a National / Scheduled Bank in India. The amount of Earnest money deposit of the selected bidder can be adjusted against the performance security deposit. The performance security deposit is for due performance of the contract.

The District Authority / Institution in the following circumstances can forfeit it;

- 1) When any terms or the condition of the contract is infringed.
- 2) When the service provider fails in providing the required services satisfactorily.

### 3.4 Commencement of Service

The selected agency is required to start the Manpower service in the district **at all the facilities** of that district (DHH, SDH, CHC) within 30 days of signing the contract.

### 3.5 Payment & Price Validity

- a) The Agency shall be paid on **monthly basis** as per the contracted rate. The price shall be all-inclusive including the cost of manpower, other resource requirement and management.

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- b) While the bill for 1st month shall be paid after submission of bill for the month, payment from the 2<sup>nd</sup> month onwards shall be made subject to production of documentary evidence of having made all statutory payments such as PF [Electronic Challan cum Return (ECR)], ESI (Challans) etc. for the previous month.
- c) The price as quoted by the Agency shall remain unchanged during the contract period except in case of revision in daily wages act if the contracted amount is below the recommended rate as applicable.
- d) GST as applicable shall be paid at the applicable rate.
- e) TDS as applicable shall be deducted from the payment as per the Income Tax Act & GST.
- f) The Agency will ensure that workers engaged by them must receive their entitled wages on time. In view of this, the following procedure will be adopted:
  - 1) Agency shall pay their entitled wages by 10<sup>th</sup> of the following month. It shall not be linked to the payment of the bill from the concerned institution or need for the checking & verification at their end.
  - 2) Payment to such workers must be made by the service providers through e-transfer only. To ensure this, service providers will get a bank account opened for every engaged worker.

**3.6(i) Penalty**

In case the Agency fails to commence/execute the work as stipulated in the agreement or gives unsatisfactory performance or does not meet the statutory requirements of the contract, CDM& PHO reserves the right to impose the penalty as detailed below:

**a) Commencement of the Work:**

- 1) 0.5% of annual costs of Contract / Agreement value (per health facility) per week of delay, up to four weeks of delay per health facility.
- 2) After four weeks delay, the tender Inviting Authority reserves the right to cancel the whole contract or part thereof and withhold the agreement and get this job carried out by other successful bidder (L2 & so on). The earnest money/security deposit shall also be forfeited.

**(ii) Other Penalty Clauses:**

In case the agency fails to commence/execute the work in the following areas hospital reserves the right to impose the penalty as detailed below:

Sl.	Offences	Penalties (In Rupees)
1	Not found keeping photo ID	Rs.50 /- per person/per day
2	Worker not in proper Uniform	Rs.50 /- per person/per day
3	Indulging in smoking/ drinking alcohol/ Substance abuse or any other misconduct during duty hours (need to be established)	Rs.500/- with removal of the offender
4	Duty performed by a worker for more than one shift in 24 hours	With Due permission from the Hospital authority, linked to Biometric attendance system, Not more than 5% of the total attendance. Beyond which, penalty of 200/- per instance/per person in case of non-compliance
5	Absence of personal protective gears	Rs.200/- per person/per day
6	If any person is found performing duty by submitting a fake name and address.	Rs.500/- per person/per day
7	If required number of manpower is not deployed by the Agency,	The proportionate amount (Total monthly bidding Cost / Total no of persons engaged X no of person absent on that particular day) will be deducted from payment with other penalties as applicable.

**3.7**The agency shall comply with all the provisions of Minimum Wages Act and other applicable labour laws for the type of manpower deployed. The category of manpower is as mentioned below:

Sl. No,	Category of Post	Role & Responsibilities	Remarks
1	Unskilled	As decided by the Appropriate Authority and as per the Job responsibility at the time of engagement.	
2	Semi-Skilled	As decided by the Appropriate Authority and as per the Job responsibility at the time of engagement	

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3	Skilled	As decided by the Appropriate Authority and as per the Job responsibility at the time of engagement.	
4	High Skilled	As decided by the Appropriate Authority and as per the Job responsibility at the time of engagement.	

NB: The number of staff to be engaged under different category will be as per requirement.

- a) The persons supplied by the Agency should have qualification as per requirement for the said post(s).
- b) The persons supplied by the Agency should not have any adverse Police records/criminal cases pending against them. The Agency should make adequate enquiry about the character and antecedents of the persons whom they are recommending. The character and antecedents of each personnel of the Service Provider must have been verified by the Service Provider before their deployment after investigation by the local police, collecting proofs and identity like driving license, bank account details, previous work experience, proof of residence and recent photograph and a certification to this effect submitted to the ZSS. The Service Provider will also ensure that the personnel deployed are medically fit and will keep in record a certificate of their medical fitness. The Service Provider shall withdraw such employees who are not found suitable by the office for any reasons immediately on receipt of such a request.
- c) The Service Provider shall provide necessary persons as and when required by the ZSS from time to time. The said persons engaged by the Service Provider shall be the employee of the Service Provider and it shall be the duty of the Service Provider to pay their remuneration every month. There is no Employee and Employer relationship between the employees of the Service Provider and the ZSS and further that the said person of the Service Provider shall not claim any absorption.
- d) The Service Provider's person shall not claim any benefit/compensation/absorption/regularization of services from/ in the ZSS under the provision of Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970. Undertaking from the persons to this effect shall be required to be submitted by the Service Provider to the ZSS.
- e) The Service Provider's personnel shall not divulge or disclose to any person, any details of office operational process, technical know-how, administrative/organizational matters etc., as all of these are of confidential in nature.
- f) The Service Provider's personnel to be deployed should be polite, cordial, positive and efficient while handling the assigned work and their actions

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shall promote good will and enhance the image of the ZSS. The Service Provider shall be responsible for any act of indiscipline on the part of persons deployed by him.

- g) The Service Provider's personnel to be deployed shall not be below the age of 18 years and they shall not interfere with the duties of the staff of the ZSS.
- h) The ZSS may require the Service Provider to dismiss or remove any person or persons, employed by the Service Provider from the site of work who may be incompetent or for his/her/their misconduct and the Service Provider shall forthwith comply with such requirements. The Service Provider shall replace immediately any of its personnel, if they are unacceptable to the ZSS because of incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving written notice from the ZSS.
- i) The Service Provider shall ensure proper conduct of his person in office premises and enforce prohibition of consumption of alcoholic drinks, beetle, smoking, loitering without work.
- j) The transportation, food, medical and other statutory requirements in respect of each personnel of the Service Provider shall be the responsibility of the Service Provider.
- k) Working hours would be normally 8 hours per day during working days. However, in exigencies of work, they may be required to sit beyond the stipulated time and the personnel may be called on Sundays and other gazette holidays, if required.
- l) The Service provider will be wholly and exclusively responsible for payment of wages to the persons engaged by it in compliance of all the statutory obligations under all related legislations as applicable to it from time to time including Minimum Wages Act, Employees Provident Fund, ESI Act etc, and the ZSS shall not incur any liability for any expenditure whatsoever on the persons employed by the agency on account of any obligation.
- m) No wages/remuneration will be paid to any staff for the days of absence from duty.
- n) The Service Provider will provide the different category of man power for a shorter period also, in case of any exigencies as per the requirement of the ZSS from time to time.
- o) The Service Provider shall provide a substitute well in advance if there is any probability of the person leaving the job due to his/ her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Service Provider.
- p) The Service Provider shall be contactable at all times and message sent by Phone/e-mail/Fax/ Special Messenger from ZSS to the Service Provider shall be acknowledged immediately on the same day. The Service Provider

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shall strictly observe the instructions issued by the ZSS in fulfillment of the contract from time to time.

- q) The ZSS shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment of vehicles of the personnel of the Service Provider. That the Agency on its part and through its own resources shall ensure that the goods, materials and equipments etc. of the ZSS are not damaged in the process of carrying out the services undertaken by it and shall be responsible for such acts of commission and omission on the part of its staff and its employees etc. If the ZSS suffers any loss or damage on account of negligence, default of theft on the part of the employees/agents of the agency, then the agency shall be liable to reimburse to the ZSS for the same. The agency shall keep the ZSS fully indemnified against any such loss or damage.

### 3.8 Termination /Suspension of Contract

The District Authority may by a notice in writing, suspend the contract if the selected agency fails to perform any of his obligations including carrying out the services, provided that such notice of suspension shall specify the nature of failure, and shall request remedy of such failure within a period not exceeding 15 days after the receipt of such notice.

The District Authority after giving 30 days clear notice in writing expressing the intension of termination by stating the ground/grounds on the happening of any of the events (as mentioned below), may terminate the agreement after giving reasonable opportunity of being heard to the service provider :

- 1) If the service provider do not remedy a failure in the performance of his obligations within 15 days of receipt of notice or within such further period as the District Authority / Institution have subsequently approve in writing.
- 2) If the service provider becomes insolvent or bankrupt.
- 3) If, as a result of force majeure, the service provider is unable to perform a material portion of the services for a period of not less than 60 days: or
- 4) If, in the judgment of the District Authority the service provider is engaged in corrupt or fraudulent practices in competing for or in implementation of the project.

### 3.9 Modifications

Modifications in terms of reference including scope of the services can only be made by the district authority with written consent of both parties. However, basic conditions of the contract shall not be modified.

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**3.10 Settlement of Dispute**

If any dispute with regard to the interpretation, difference or objection whatsoever arises in connection with or arises out of the agreement, or the meaning of any part thereof, or on the rights, duties or liabilities of any party, the same shall be referred to Committee constituted at the District level for decision.

**3.11 Jurisdiction of Court**

Legal proceedings if any shall be subject to the concerned District jurisdiction only.

**3.12 Right to Accept and Reject any Proposal**

The District Authority / Tender Inviting Authority reserve the right to accept or reject any proposal at any time without any liability or any obligation for such rejection or annulment and without assigning any reason.

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## SECTION 4 - CRITERIA FOR EVALUATION

### 4.1 Evaluation of Technical Proposals

Evaluation of proposals shall be made at the district level by the district authority. 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 becomes **responsive** based on the eligibility criteria, shall qualify for further detail technical evaluation and awards of marks based on the following Criteria :

Sl.	Evaluation Parameters	Total Mark	Criteria for award of Mark
1	Experience of managing different manpower Services in State Govt. / Govt. of India Institution / Govt. undertaking / Corporation / Banks	10	<ul style="list-style-type: none"> <li>• &gt;3 year ≤ 5 years : 5 marks</li> <li>• &gt;5 years : 10 marks</li> </ul>
2	Experience of managing different manpower services in Public / Private sector - Details to be furnished in Form T4	10	<ul style="list-style-type: none"> <li>• &gt;3 year ≤ 5 years : 5 marks</li> <li>• &gt;5 years : 10 marks</li> </ul>
3	Total Average Annual turnover (In last 3 financial years 2019-20, 2020-21 & 2021-22)	20	<ul style="list-style-type: none"> <li>• &gt; 3 ≤ 5 crores : 5 Marks</li> <li>• &gt; 5 ≤ 7 crores : 7 Marks</li> <li>• &gt;7 ≤ 10 crores : 10 Marks</li> <li>• &gt; 10 crores : 20 Marks</li> </ul>
4	Average no of manpower engaged in last 3 years 2019-20, 2020-21 & 2021-22 (to be Determined from the work order / contract copies) - Details to be furnished Form T4	20	<ul style="list-style-type: none"> <li>• 100-200 persons : 5 marks</li> <li>• 201- 300 persons : 7 marks</li> <li>• 301-500 persons : 10 marks</li> <li>• &gt;500 persons : 20 marks</li> </ul>
	<b>Total</b>	<b>60</b>	

Financial proposal shall be opened after the technical evaluation is completed and **only those bidders** who score **at least 36 marks** in technical evaluation shall qualify for **financial bid opening**.

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2-10-23

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## 5.2 Evaluation of Financial Proposal

The **total price (exclusive of GST)** as per price format F2 shall be considered for price evaluation. In the financial bid, the bidder with the **lowest price** shall be awarded the contract. However, 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 average annual turnover shall be awarded the contract.

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## RFP FORMATS

### Outsourcing of the different category of Manpower under ZSS, kandhamal.

#### TECHNICAL PROPOSAL

**Check List (Technical Proposal)**

Please check whether following have been enclosed in the respective cover namely, Technical Proposal: ***(please arrange the documents serially in the following order & do the page numbering of the entire bid document and mention the page no. in the column "page No" against the particulars in the check list as mentioned below for ease of scrutiny)***

Sl.	Particulars	Whether Submitted (Yes / No)	Page No.
1	EMD (DD of Rs.20,000/-)		
2	Bid document Cost (DD of Rs.1,500/-)		
3	Form T1		
4	Form T2		
5	Copy of the Agency Registration certificate		
6	Copy of the GST registration certificate		
	Photocopy of the GST filing report for last three month i.e. April 2023 to June 2023.		
7	Copy of the EPF registration certificate		
8	Copy of the ECR towards submission of EPF for the month of May 2023.		
9	Copy of the ESI registration certificate		
10	Copy of the Labour Registration certificate		
11	Copy of PAN		
12	Form T3		
13	Photocopies of the audited P/L account of <b>each year highlighting the turnover</b> in support of that(FY 2019-20, 2020-21 & 2021-22).		
14	Income Tax Acknowledgement of the Assessment Year 2020-21, 2021-22 & 2022-23		
15	Form T4		
16	Copies of Work Order/Contract certificates from the clients in support of Manpower services executed in support of the information provided in Form T4		
17	Form T5		
18	Form T6		
19	Form T7		
20	Any other relevant documents		

SKOR   

**FORM - T1***(to be furnished in the technical proposal)***TECHNICAL TENDER SUBMISSION FORM***(On the letterhead of the agency)*

To

The Chief District Medical &amp; Public Health Officer, Kandhamal.

Dear Sir / Madam,

We, the undersigned, offer to provide the manpower Services at District Health Institutions. We are hereby submitting our Proposal, which includes this Technical Proposal and a Commercial Proposal sealed under a separate envelope.

We hereby declare our Confirmation of acceptance of the Conditions of Contract mentioned in the RFP document under reference cited above.

We hereby declare that all the information and statements made in this Proposal are true and accept that any of our misrepresentations contained in it may lead to our disqualification.

Our proposal shall be binding upon us for a period of 180 days from the date of bid opening, subject to the modifications resulting from Contract negotiations you may subsequently carry out with us to accept our bid. If we are assigned the work during the period of validity of the Proposal, we undertake to carry out the same as per the terms and conditions of this tender document.

**I hereby declare that my company has not been debarred / black listed by any Government/ Semi Government organizations. I further certify that I am the competent authority in my company authorized to make this declaration.**

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signatory *[In full and initials]*: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Agency: \_\_\_\_\_

Address: \_\_\_\_\_

(Organization Seal)

**FORM - T2***(to be furnished in the technical proposal)***PROFILE OF THE AGENCY**

Name of the Agency	
Office Address	
Status of the Agency (Whether registered under Company / Firm / Society / Trust)	
Name of the Chief Executive and authorized signatory	
Telephone Nos.: Landline	
Fax	
Email id (Official email id for correspondence if any)	
Date of Establishment	(furnish copy of the Registration)
GST Registration No.	
EPF Registration No.	
ESI Registration No.	
Income Tax No. (PAN)	
No. of branch offices in Odisha with location details	
Bank Details of the Bidder: The bidders have to furnish the Bank Details as mentioned below for return of EMD / Payment for services if any (if selected)	a. Name of the Bank : b. Name of the Account & Full address of the Branch concerned  c. Account no. of the bidder : d. IFSC of the Bank :

Authorized Signatory/Signature [In full and initials]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

(Organization Seal)

**FORM T3***(to be furnished in the technical proposal)***AVERAGE ANNUAL TURN OVER STATEMENT***(To be furnished in the **letter head** of the Chartered Accountant)*

The \_\_\_\_\_ Annual Turnover \_\_\_\_\_ of  
M/s \_\_\_\_\_ for the last 3  
financial years are given below and certified that the statement is true and  
correct.

Sl.	Financial Year	Turnover in Rs.
1	2019-20	
2	2020-21	
3	2021-22	
<b>Average Annual Turnover in Rs.</b>		

\*Provisional audited statement shall not be considered.

Date: \_\_\_\_\_ Signature of Chartered Accountant

Place: \_\_\_\_\_  
(Name in Capital)

Seal  
**Membership No.**

**Note:**

- 1) To be issued in the **letter head** of the Chartered Accountant with membership No.
- 2) Also attach photocopies of the audited P/L account of **each year highlighting** the **turnover** in support of that.

**FORM T4***(to be furnished in the technical proposal)***PAST EXPERIENCE IN MANPOWER SERVICES DURING THE LAST THREE YEARS****(attach separate sheets if the space provided is not sufficient)****A) Experience in State Govt. / Govt. of India Institution / Govt. undertaking / Corporation / Banks****B) F.Y. 2019-20**

Sl.	*Name/address of the institution for which manpower Services assignments were undertaken	Date of award of Assignment	Date of completion of assignment	Value of the Assignment	Role of your agency	***No. of personnel deployed	Performance Certificate enclosed (Yes / No)
1							
2							
..							

**F.Y. 2020-21**

Sl.	Name/address of the institution for which manpower Services assignments were undertaken	Date of award of Assignment	Date of completion of assignment	Value of the Assignment	Role of your agency	***No. of personnel deployed	Performance Certificate enclosed (Yes / No)
1							
2							
..							

**F.Y. 2021-22**

Sl.	Name/address of the institution for which manpower Services assignments were undertaken	Date of award of Assignment	Date of completion of assignment	Value of the Assignment	Role of your agency	***No. of personnel deployed	Performance Certificate enclosed (Yes / No)
1							
2							
..							

\* Please furnish the **Work order / Contract copies** of the works executed in support of the information mentioned above **alongwith the performance certificate** of the client, **serially** in the **same order** as mentioned in the above format for ease of scrutiny.

Handwritten signatures and initials in blue ink at the bottom of the page.

**C) Experience in Public / Private sector**

**F.Y. 2019-20**

Sl.	* Name/address of the institution for which manpower Services assignments were undertaken	Date of award of Assignment	Date of completion of assignment	Value of the Assignment	Role of your agency	**No. of personnel deployed	Performance Certificate enclosed (Yes / No)
1							
2							
..							

**F.Y. 2020-21**

Sl.	Name/address of the institution for which manpower Services assignments were undertaken	Date of award of Assignment	Date of completion of assignment	Value of the Assignment	Role of your agency	**No. of personnel deployed	Performance Certificate enclosed (Yes / No)
1							
2							
..							

**F.Y. 2021-22**

Sl.	Name/address of the institution for which manpower Services assignments were undertaken	Date of award of Assignment	Date of completion of assignment	Value of the Assignment	Role of your agency	**No. of personnel deployed	Performance Certificate enclosed (Yes / No)
1							
2							
..							

\* Please furnish the **Work order / Contract copies** of the works executed in support of the information mentioned above **alongwith the performance certificate** of the client, **serially** in the **same order** as mentioned in the above format for ease of scrutiny.

Authorized Signatory/Signature [In full and initials]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

(Organization Seal)

Handwritten signatures and initials in blue ink, including a signature that appears to be "S.K. Das" and another that appears to be "B. Das". There are also some scribbles and marks.

**Form T5***(to be furnished in the technical proposal)***Format for Power of Attorney for Signing of Proposal***(On a Stamp Paper of relevant value)***Power of Attorney**

Know \_\_\_\_\_ all \_\_\_\_\_ persons \_\_\_\_\_ by \_\_\_\_\_ these presents, We.....(name and address of the registered office) do hereby constitute, appoint and authorize Mr / Ms.....(name and residential address) who is presently employed with us and holding the position of .....as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for Manpower Services at District health institutions including signing and submission of all documents and providing information / responses to the District / Institution Authority, representing us in all matters before District / Institution authority and generally dealing with District / Institution authority in all matters in connection with our bid for the said Project. We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this the \_\_\_\_\_ day of \_\_\_\_\_ 2023

For \_\_\_\_\_

(Name, Designation and Address)

Accepted

\_\_\_\_\_(Signature)

(Name, Title and Address of the Attorney)

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

**Note:**

- i. *To be executed by the Chief of the Agency.*
- ii. *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
- iii. *In case an authorized Director of the agency signs the proposal, a certified copy of the appropriate resolution/ document conveying such authority may be enclosed in lieu of the Power of Attorney.*

**FORM T6***(to be furnished in the technical proposal)*

**Format for Affidavit certifying that Entity / Promoter(s)  
/ Director(s)/Partners of Entity are not blacklisted  
(On a Stamp Paper of relevant value)**

**Affidavit**

I, M/s. .... (the name of the agency with address of the registered office) hereby certify and confirm that we or any of our promoter(s) / Director(s) are not barred by Department of Health & FW, Govt. of Odisha/ or any other entity of GoO or blacklisted by any State Government or Central Government / Department / Organization in India from participating in Tenders as on the \_\_\_\_\_ (Date of Signing of this proposal).

We further confirm that we are aware that, our proposal for the captioned Project would be liable for rejection in case any material misrepresentation is made or discovered at any stage of the Bidding Process or thereafter during the agreement period.

Dated this ..... Day of ....., 2023

Authorized Signatory/Signature [In full and initials]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

(Organization Seal)

SK an      9/12/23      2023      [Signature]      [Signature]

**FORM T7***(to be furnished in the technical proposal)***Anti Collusion Certificate**

We hereby certify and confirm that in the preparation and submission of our Proposal for manpower services at health institutions under this RFP Reference No. \_\_\_\_\_, We have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing, which is or could be regarded as anti-competitive. We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or organization in connection with the instant proposal.

Dated this \_\_\_\_\_ Day of \_\_\_\_\_, 2023

Authorized Signatory/Signature *(In full and initials)*: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

(Organization Seal)

*Handwritten signatures and initials:* SKAN, SH, BOE, llh, llh

**FORMATS**

**Outsourcing of different manpower services**

**FINANCIAL PROPOSAL**

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*[Handwritten signature]*

*[Handwritten signature]*

*[Handwritten signature]*

*[Handwritten signature]*

**Check List (Financial Proposal)**

Please check whether the following Forms  
have been enclosed in the respective cover, namely Cover **B: Financial  
Proposal**

*(please arrange the documents serially in the following order)*

- |    |         |        |                          |
|----|---------|--------|--------------------------|
| 1. | Form F1 | Yes/No | <input type="checkbox"/> |
| 2. | Form F2 | Yes/No | <input type="checkbox"/> |



**FORM F-1**

(To be submitted with Financial Proposal)

To

The Chief District Medical & PHO Officer, kandhamal

**Sub: Request for Proposal for Manpower Services at Govt. Health Institutions**

Sir,

1. Having carefully examined all the parts of the RFP documents and having obtained all the requisite information affecting this proposal and being aware of all conditions and difficulties likely to affect the execution of the contract, I/We hereby propose to offer the services as described in the RFP document in conformity with the conditions of contract, technical aspects and the sums indicated in this financial proposal.
2. I/We declare that we have read and understood and that we accept all clauses, conditions, and descriptions of the RFP document without any change, reservations and conditions.
3. If our proposal is accepted, we undertake to deposit the performance security deposit at the time of execution of the formal agreement
4. I/We agree to abide by this proposal/bid for a period of 180 days from the date of its opening and also undertake not to withdraw and to make any modifications unless asked for by you and that the proposal may be accepted at any time before the expiry of the validity period.
5. Unless and until the formal agreement is signed, this offer together with your written acceptance thereof shall constitute a binding contract between me/us and the District Authority.
6. We submit the Schedule of Prices as appended herewith.

Encl: Schedule of Prices (Form F2 & F3)

Yours sincerely,

Authorized Signatory [*In full and initials*]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Agency: \_\_\_\_\_

Address: \_\_\_\_\_

(Organization Seal)

*SKan* *AK* *AK*

*[Handwritten signature]*

**FORM F-2**

(To be submitted with Financial Proposal)

**PRICE SCHEDULE****FORM F-2**

(To be submitted with Financial Proposal)

**A. MONTHLY RATE OF DIFFERENT CATEGORY OF MANPOWER**

Particulars	Total cost per person per Month (Rs.) (exclusive of GST)
	(In both figure & words)
Unskilled	
Semi-Skilled	
Skilled	
High Skilled	

**B. PRICE BREAKUP OF MONTHLY RATE MENTIONED ABOVE**

Sl. No.	Description of Service	Price (In Rs.)			
		Unskilled	Semi-Skilled	Skilled	High-Skilled
01	Monthly Remuneration				
02	EPF (% & Amount)				
03	ESI(% & Amount)				
04	Service Charge (In Amount) The minimum Service Charge shall be 3.85% & such service charge should not exceed 7% in any case as per order No. 19595 dated 11.07.23 of principal secretary to Govt. of Odisha)				
<b>TOTAL</b> (The total should be the same as the monthly rate mentioned at A)					

\* The Manpower cost / month must taken into consideration, the minimum wages act for the staffs deployed.

B. Taxes if any (Pl. Specify with % figure) : \_\_\_\_\_  
(Taxes if any shall be paid as per the prevalent rate at the time of payment)

- C. The service charge should take into account **all cost** related to **management of the personnel including their statutory requirement, Uniform and other resource requirement of the Terms of Reference**. The bidders are required to quote the price (**Service Charge**) in **whole Rupees & no fraction of Rupee** will be considered and quoting in fraction of Rupee will lead to summarily rejection of financial bid. There must not be **any compromise** on the **take home remuneration** mentioned above.

Authorized Signatory [In full and initials]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

(Company Seal)

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