



REQUEST FOR PROPOSAL -2

Selection of Agency for Outsourcing of different
Manpower Services at Govt. Health Institutions

RFP Reference No.:156(2)/ Outsourcing/Manpower/Subarnapur

Date: **18/05/2022**

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

RFP No. :156(2)/ Outsourcing/Manpower/Subarnapur Dated: 18/05/2022

DETAILED PROPOSALS ARE INVITED FROM ELIGIBLE AGENCIES FOR SELECTION OF THE MOST SUITABLE AGENCY TO UNDERTAKE OUTSOURCING OF DIFFERENT MANPOWER SERVICES AT GOVT. HEALTH INSTITUTIONS.

1	Period of Availability of RFP Document	From 19/05/2022 to 08/06/2022 (Downloadable from website: www.subarnapur.nic.in)
2	Last date for submission of Proposal	Date: 08/06/2022, Time: 1 P.M Venue & Address: Office of the CDM & PHO, Subarnapur At/Po – Sonepur ,Dist – Subarnapur ,766017 <i>NB: Proposals should be submitted through Speed post / Registered post / Courier only.</i>
3	Date, time and place of opening of Technical Proposal	a) Technical Proposal (Part A) opening : Date : 09/06/2022 at 9 A.M <u>Venue & Address</u> Office of the CDM & PHO, Subarnapur At/PO/Dist – Subarnapur ,766017 b) Financial Proposal (Part B): <i>The date of opening of financial proposals will be intimated by the CDM & PHO cum DMD, Subarnapur, to the agency found successful in the technical proposal evaluation.</i> <i>(Bidders / their authorized representative may remain present at the time of opening of proposal)</i>

SECTION 1 : SCHEDULE OF PROPOSAL SUBMISSION

Sl.	RFP No. & date	Name of District / Institution	Address for Submission of Proposal & Opening of Proposal	Last date & time of Submission of Proposal	Date & time of opening of Technical Proposal
1	Outsourcing / Manpower/ Subarnapur/ 156(2)/ dated 18/05/2022	Subarnapur	The CDM & PHO cum DMD, O/o of the CDM & PHO cum DMD, District Head Quarter Hospital, At/P.O. Sonepur, Dist.Subarnapur Odisha, Pin Code : 766017	08/06/2022 till 1 P.M	09/06/2022 at 9 A.M

SECTION 2 - INSTRUCTIONS TO BIDDERS

2.1 Scope of Proposal

- (a) Interested bidders fulfilling the eligibility criteria may submit their bid along with the relevant documents as per the instruction mentioned in this RFP document;
- (b) Detailed description of the objectives, scope of services, deliverables and other requirements relating to “Provisioning of Different manpower Services at Govt. Health Institutions” are specified in this RFP. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP;
- (c) The selection of the Agency shall be on the basis of an evaluation by the tender committee of the District / Institution, 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 cum DMD / Director of the concerned health institution is without any right of appeal whatsoever;
- (d) 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.** Upon selection, the agency shall be required to enter into an Agreement with the CDM & PHO cum DMD of the concerned District / Institution in the form specified at **Annexure I.**

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 a registered office or one of the branch offices in Odisha.
- IV. Should have an average Annual Turnover of **Rs. 1 Crore or more** during the last three financial years (2018-19, 2019-20 & 2020-21). Turnover certificate from the Chartered Accountant in Form T3 along with the photocopies of the audited financial statement (P/L and Balance Sheet) for financial years (2018-19, 2019-20 & 2020-21) to be submitted.
- V. Should have minimum 3 years of working experience in the field of providing **manpower services** 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.
- VI. The Bidder must not have been blacklisted / debarred 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 have ISO 9001 certification
- IX. Must be registered under EPF
- X. Must be registered under ESI
- XI. Must have a PAN
- XII. Must have GST registration number

2.3 Proposal Submission

Interested eligible bidders may submit their bid by submitting **EMD & documents** as set forth in this RFP at the district / institution, the detail address of which is mentioned in **Section 1: Schedule of Proposal Submission**.

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 Subarnapur and **in favour of ZSS, Non-NRHM, Subarnapur**.

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 favour of the ZSS, non-NRHM, Subarnapur payable at Subarnapur.

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** (Micro & Small Enterprises) 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 / MSME 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 “**Different Manpower Services at Health Facilities of Subarnapur District**”.
 - **Cover-B** - Financial Proposal for “**Different Manpower Services at Health Facilities of Subarnapur District**”.
- (b) The two envelopes, i.e. envelope for Part-A, Part-B must be packed in a separate sealed outer cover and clearly **super scribed** with the following:
- Proposal for “**Different Manpower Services at Health Facilities of Subarnapur District**”.
 - **RFP no. & District /Institution Name** (The bidder should clearly mention the RFP no. & District /Institution name for which the proposal is submitted)
 - 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 **CDM & PHO cum DMD, Subarnapur** 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 cum DMD, Subarnapur will assume no responsibility for the tender's misplacement or premature opening. Email or facsimile tenders will be rejected.

(d) Content of the Proposal

I. Cover A (Technical Proposal)

The bidders are requested to submit a detailed technical proposal with respect to outsourcing of Different manpower Services at health institutions 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 Only) in the shape of a Demand Draft in favour of **ZSS, Non NRHM, Subarnapur**.
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, Subarnapur**.
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 Registration
8. Photocopy of the ECR of EPF and Challans of ESI for the month of February 2022 towards EPF / ESI payment of the personnel deployed by the agency.
9. Photocopy of ISO 9001 certification
10. Form T3 (Turnover Certificate from the Chartered Accountant)
11. Photocopy of the audited Profit & Loss Statement in the last three financial years in support of the turnover certificate [2018-19, 2019-20 & 2020-21]
12. Form T4 A,B- Relevant Experience Details in different category of manpower services in State Govt. / Govt. of India Institution / Govt. undertaking / Corporation / Banks / Govt. & Pvt. Hospitals / Pvt. Organizations.
13. Photocopies of work orders / contracts executed in support of the information furnished in Form T4 A,B
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/ debarred from service.
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 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.

2.7 Number of Proposals

Interested bidders fulfilling the eligibility criteria are eligible to submit **only one proposal** for **one District / Institution**.

2.8 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.

2.9 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 concerned 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.

2.10 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 concerned 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 hereof.
- (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.

2.11 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.

2.12 Proposal Due Date

RFP filled in all respect must reach O/o the CDM & PHO cum DMD, Subarnapur at the address, time and date specified in the Section-1: Schedule of Proposal Submission, through **Speed Post/ Regd. Post / Courier only**. Bids received in any other mode will not be considered for evaluation. If the specified date for the submission of RFPs is declared as a holiday, the RFPs will be received up to the stipulated time on the next working day.

2.13 RFP Opening

- (a) The concerned authority of the district / institution in their respective Districts / Institution will open all Proposals, in the presence of bidders or their authorized representatives who choose to attend, at the location, date and time mentioned in the Section 1: Schedule of Proposal Submission
- (b) The bidder/their authorized representatives who will be present shall sign a register evidencing their attendance.
- (c) In the event of the specified RFP opening date being declared a holiday, the RFPs shall be opened at the stipulated time and location on the next working day.

SECTION 3 - TERMS OF REFERENCE

3.1 Name of the Position & Qualification of Different Manpower to be deployed:

Sl.	Name of the position	Minimum Educational Qualification
1	Cook cum Attendant (Semi skilled)	7 th Pass and preference to prior experience
2	Hospital Attendant (Semi Skilled)	7 th Pass and preference to prior experience
3	Driver(Skilled)	HSC Pass and valid driving License to drive LMV.
4	Gardener (Semi Skilled)	7 th Pass and preference to prior experience

Note: It shall be the responsibility of the selected service provider to verify the required qualification and experience of the deployed personnel. The deployed personnel will be liable for performing the defined responsibilities assigned by the concerned district authority / institution from time to time. The concerned district authority / institution reserves the rights to verify and check the credentials and qualification of the outsourced deployed personnel. If during the course of engagement of any outsourced personnel, it comes to notice of the authority that he/she has misrepresented the fact about his /her qualification / experience, the service provider has to terminate the service of such staffs immediately.

3.2.3 Age Limit:

For all categories above the age should be Minimum 21 years & Maximum 50 years.

3.33 No. of Manpower Requirement

Sl.	Name of the Position	*No. of Personnel
1.	Cook cum Attendant (Semi skilled)	6
2.	Hospital Attendant (Semi Skilled)	19
3	Driver(Skilled)	1
4	Gardener(Semi Skilled)	3

(*Note: The no. of personnel mentioned above is provisional and may increase/decrease depending on the requirement of the district from time to time. Apart from above any other manpower with similar qualification will also be hired from the agency as per Labour rate from time to time)

3.4 Attendance: Biometric attendance system will be introduced to track availability of staff on duty, engaged under the said contract. The outsourced workers should be given weekly off by the agency as per the labor rules of State Government. Any deviation of the rules is liability of the agency. Apart from the weekly off, if the deployed personnel remain absent on a particular day or comes late / leave early on three occasions, deduction from the remuneration for one day shall be made.

3.5 Uniform: A uniform dress code (Colour) / Apron may be recommended for all different man power across the State.

3.6 Other Conditions

- a) The staffs deployed through Agency in the health facility (ies) **shall not claim** any benefit, compensation, **absorption or regularization of their Services** in the Govt. establishment under the provision of any statutory act.
- b) The staff deployed by the Agency shall not divulge or disclose any details of office, operational process, technical know-how, security arrangement, administrative/ organizational matters to any third person, as all of that are confidential in nature. In the event of being found that the official secrecy has been disclosed and for the purpose of security arrangement and or for other purpose, it is desirable to remove the said person, the nodal officer of the health facility has every right to remove the said person, immediately and responsibility if any has to be borne by the Agency.
- c) The Agency shall ensure that the person deployed are disciplined and shall enforce prohibition of consumption of alcoholic drinks, paan, Gutkha, smoking, loitering and shall not engage in gambling or any immoral act.

3.7 Data Management:

Report expected from the agency

- a) Monthly attendance along with the work certificate of the different Manpower deployed, duly signed by the head of the health institution / person authorized by the head of the health institution.
- b) Any other reporting mechanism as desired by the Hospital.

3.8 Responsibilities of the Implementing Agency & Hospital Administration

3.8.1 Following are the responsibilities of the Agency (Service Provider):

- The different Manpower services shall be provided **on all working days** without any interruption.
- All the personnel engaged by the Agency to provide the services in the hospital have to be in proper uniform / apron during duty hour.
- All the personnel shall bear photo identity cards during the duty hour. (The Photo Identity Card shall be duly verified and countersigned by the designated Official of the hospital)
- All the rules and regulations relating to labour laws including accident, workmen compensation and insurance, ESI, PF, etc. are to be complied.
- All standard safety norms are to be followed during execution of work by the Agency to avoid accidents causing damages to personnel, machines, buildings, etc.
- In case of any accident/ mishap of any nature occurred during performing the duty, the liability will be borne by the agency.

3.8.2 The responsibilities of the Hospital Administration / Authority shall include:

- Assign the duty chat to the deployed staffs.
- Provisioning of space for safe storage of articles & place of sitting for staffs deployed by the agency.
- Permission to use the equipment / instrument of the Hospital which are required to perform the duty assigned to the concerned staffs.
- Monitor and assess the deliverable of the outsourced deployed personnel based on the monthly work report of each personnel.

SECTION 4 - TERMS & CONDITIONS

4.1 Period of Engagement

- a) Initially, the engagement shall be for a **period of one year** from the date of signing of contract.
- b) The contract may be extended for **another 1 year** (on a yearly basis) 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.

4.2 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 4.4 mentioned below.

4.3 Allotment of districts / Institutions:

- a) An agency can apply for any no. of districts / other Institutions and also **can accept work orders** of any no. of districts / other Institutions
- b) If any L1 bidder of the district / other institution decline the work order, in such case the concerned district / other institution has to negotiate with L2 (L3, L4..and so on in that order) bidder of that District / other institution to agree to the L1 price and to finalize the bidder & issue work order.

4.4 Performance Security

The selected service provider has to furnish a performance security deposit (valid for a period of 15 months) at the time of signing of contract, amounting to 5% of the total yearly contract value of the concerned district / Institution in the shape of DD / BG from a National / Scheduled Bank in India. In case of renewal of the contract for another year, the validity of the BG has to be duly revalidated for another 15 months. 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.

4.5 Commencement of Service

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

4.6 Payment & Price Validity

- a) The service provider shall be paid on **monthly basis** as per the contracted rate. The price shall be all-inclusive including the cost of manpower and management.

- b) While the bill for 1st month shall be paid after submission of bill for the month, payment from the 2nd 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 service provider 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
- f) The service provider 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) Service Provider shall pay their entitled wages of a month **by 10th** day of the succeeding 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 agency through e-transfer only. To ensure this, service providers will get a bank account opened for every engaged worker.

4.7 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 cum DMD / Director of the concerned health facility (ies) reserves the right to impose the penalty as detailed below:

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 / concerned District 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 bidders (L2 & so on in that order). The earnest money/security deposit shall also be forfeited.

4.8 General Conditions of the Contract

- a) The personnel provided shall be the employees of the service provider and all statutory liabilities will be paid by the service provider such as ESI, PF, Workmen's Compensation Act, etc.
- b) The persons deployed by the service provider should be properly trained, have requisite experience and having the skills for carrying out required task against each position.
- c) In the event of any personnel being on leave / absent, the service provider shall ensure suitable reserve personnel to make up such absence. If personnel leave the job for any reason, the service provider is liable to provide suitable replacement within 3 working days. In case of delay in providing required replacement, the amount of penalty calculated at the rate of 1% of the annual contract value of that personnel per week for on account of delay, shall be deducted from the monthly bills in the succeeding months.
- d) The service provider at their end should ensure the Health and Safety measures of the outsourced staffs, deputed for the works.

- e) The contracting authority if required may also conduct health checkup of the staff deployed at regular intervals at the cost of the service provider.
- f) The service provider shall engage only such workers, whose antecedents and health have been thoroughly verified including character and police verification and other formalities. The service provider shall be fully responsible for the conduct of their staff.
- g) The service provider at all times should indemnify the contracting Authority against all claims, damages or compensation under the provisions of payment of wages Act; Minimum Wages Act; Employer's Liability Act the Workmen Compensation Act; Industrial Disputes Act,; Maternity Benefit Act, or any modification thereof or any other law relating thereof and rules made hereunder from time to time. Contracting authority will not own any responsibility in this regard. Payment of minimum wages, notified by the government, shall be ensured all the time.
- h) The staff deployed through the service provider in the health facility (ies) shall not claim any benefit, compensation, absorption or regularization of their services in the Govt. establishment either under the provision of Industrial Disputes Act. or Contract Labour (Regulation & Abolition) Act. The Agency should have to obtain an undertaking from the deployed persons to the effect that the deployed person is the employee of the Service Provider and shall submit the said undertaking to the Contracting Authority. In the event of any litigation on the status of the deployed persons, the Contracting Authority/Society shall not be a necessary party. However in any event, either the deployed persons or to the order of the hon'ble court, the District Health Society / Institution may be a party in dispute to adjudicate the matter. The service provider has to reimburse the expenditure that would have been borne by the Contracting Authority.
- i) The staffs deployed by the service provider shall not divulge or disclose any details of office, operational process, technical know-how, administrative/ organizational matters to any third person, as all of that are confidential and secret in nature. In the event of being found that the official secrecy has been disclosed, it is desirable to remove the said person. The nodal officer of the health facility has every right to remove the said person immediately and the responsibility if any in this context is to be borne by the service provider.
- j) All liabilities arising out of accident or death of the personnel provided by the service provider while on duty shall be borne by the service provider.
- k) Adequate supervision will be provided to ensure correct & effective performance of the services in accordance with the prevailing assignment and instructions agreed upon between the two parties.
- l) The service provider and its staff shall take proper and reasonable precautions to prevent loss, destruction, waste or misuse of the areas of the Hospital premises.
- m) That in the event of any loss occurred to the Hospital, as a result of any lapse on the part of the service provider as may be established after an enquiry conducted by the hospital, such loss will be made good from the amount payable to the service provider. The decision of the district / institution authority in this regard will be final and binding on the service provider.
- n) The service provider shall be responsible to protect all properties and equipment of the health facility entrusted to it.
- o) Any damage or loss caused by service provider's persons to the hospital in whatever

- form, would be recovered from the service provider.
- p) In the event of any breach/violation or contravention of any terms and conditions contained herein by the service provider, the performance security deposit of the service provider shall be forfeited.
 - q) Any liability arising out of any litigation (including those in consumer courts) due to any act of service provider's personnel shall be directly borne by the service provider including all expenses/fines. The concerned service provider's personnel shall attend the court as and when required.
 - r) The service provider shall not engage any such sub-contractor or transfer the contract to any other person in any manner.
 - s) The staffs engaged by the service provider shall not take part in any staff union and association activities.
 - t) The Hospital shall not be responsible for providing residential accommodation to any of the deployed personnel of the service provider.
 - u) If as a result of post payment audit any overpayment is detected in respect of any work done by the service provider or alleged to have been done by the service provider under the tender, it shall be recovered by the authority of the concerned health institution from the service provider.
 - v) If any less payment to the service provider is discovered, the amount shall be duly paid to the service provider by the authority of the concerned health institution.
 - w) The service provider shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over whenever required by the Tender Inviting Authority / Authority of the concerned health institution.
 - x) The service provider will have to enclose the proof / copies of the challans showing payment of statutory dues for the previous month along with monthly bills.
 - y) All necessary reports and other information will be supplied on a mutually agreed basis and regular meetings will be held with the nodal officer of the respective health facility (ies)/ Tender Inviting Authority/Contracting Authority. The service provider and its staff shall take proper and reasonable precautions to preserve from loss, destruction, waste or misuse the areas of responsibility given to them by the Hospital, and shall not knowingly lend to any person or company any of the effects or assets of the Hospital, under its control.
 - z) The service provider shall immediately intimate to the Controlling Authority about any criminal charge framed against the persons or supervisor engaged or employed by the agency, in the course of their performance of duties. A copy of such communication shall also be sent to the officer-in-charge of the Police Station where the person charged against resides.
 - aa) The service provider shall be blacklisted if miserably performed as per assessment based on score card even after repeated notice for improving performance i.e. minimum 3 times. The service provider shall also be blacklisted if found indulging in such activity which will affect name & fame of the implementing agency.
 - bb) The service provider shall not assign or sublet this Agreement or any part thereof to any third party.
 - cc) The contract can be terminated at any time prior to its completion by either Party with 30 days of notice period.

- dd) In case of breach of any terms and conditions attached to the contract, the Performance Security Deposit of the service provider will be liable to be forfeited by contracting authority besides annulment of the contract.
- ee) The service provider shall ensure that the person deployed are disciplined and shall enforce prohibition of consumption of alcoholic drinks, paan, gutkha, smoking, loitering and shall not engage in gambling or any immoral act.

4.9 Termination / Suspension of Contract

The District Authority / Institution 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 / Institution 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 / Institution, the service provider is engaged in corrupt or fraudulent practices in competing for or in implementation of the project.

4.10 Modifications

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

4.11 Force Majeure

This Services as being an emergency response services, the Service Provider shall not be allowed to suspend or discontinue the Services during occurrences of emergencies or Force Majeure Events.

For the purposes of this contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts

or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

In such circumstances of emergencies and Force Majeure Event, if the Performance Standards are not complied with because of any damage caused to the services or any of the Project Facilities or non availability of staff, or inability to Provide services in accordance with the Performance Standards as a direct consequence of such Force Majeure Events or circumstances, then no penalties shall be applicable for the relevant default in Performance Standards and would be applied to such particular defaults. Further, unless the Force Majeure event is of such nature that it completely prevents the operation of services, a suspension or failure to provide Services on the occurrence of a Force Majeure event will be an Event of Default and the District authority may terminate this Agreement without any termination payment being made in respect thereof.

The failure of a party to fulfill any of its obligations under the agreement shall not be considered to be a default in so far as such inability arises from an event of force majeure, provided that the party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of the agreement and has informed the other party as soon as possible about the occurrence of such an event.

4.12 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.

4.13 Jurisdiction of Court

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

4.14 Right to Accept and Reject any Proposal

The District Authority / Institution / 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.

SECTION 5 - CRITERIA FOR EVALUATION

5.1 Evaluation of Technical Proposals

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 for presentation and awards of marks based on the following Criteria :

Sl. No	Evaluation of Parameters	Total Marks	Criteria for award of Mark
1	Experience: No. of years of Experience Experience in providing any type any type of Manpower Services – Details to be furnished Form T4A	15	<ul style="list-style-type: none"> ● >3 year ≤ 5 years : 5 marks ● >5 years ≤10 years: 10 marks ● >10 years : 15 marks
2	Experience : No. of Projects Executed Experience in execution of projects related to provisioning of Manpower Services (other than Security/Cleaning/Supervisor) to State Govt./ Central Govt./ Semi-Govt./ Govt. owned Societies / Corporation in last three financial years (to be determined from the work order / contract copies) – Details to be furnished Form T4B (Renewal of a contract is to be treated as one project)	30	<ul style="list-style-type: none"> ● 1 no ≤ 4 nos : 10 marks ● >4 nos ≤ 7 nos : 15 marks ● >7 nos ≤ 10 nos : 20 marks ● > 10 nos ≤ 15 nos : 25 marks ● > 15 nos : 30 marks
3	Experience : No. of Manpower Deployed Average no. of manpower (other than Security/Cleaning/Supervisor) engaged in last 3 financial years : 2018-19, 2019-20, 2020-21 (to be determined from the work order / contract copies) – Details to be furnished Form T4B	30	<ul style="list-style-type: none"> ● 20-30 persons : 10 marks ● 31- 40 persons : 15 marks ● 41-50 persons : 20marks ● >50 persons : 30 marks
4	Total Average Annual turnover (Audited) (Average Annual Turnover of the financial years 2018-19, 2019-20, 2020-21)	25	<ul style="list-style-type: none"> ● > 1 ≤ 3 Crores : 7 Marks ● > 3 ≤ 5 Crores : 10 Marks ● > 5 ≤ 7 Crores : 15 Marks ● >7 ≤ 10 Crores : 20 Marks ● >10 Crores : 20 Marks
	Total Marks	100	

Financial proposal shall be opened after the technical evaluation is completed and **only those bidders** who score **at least 40 marks or more** in technical evaluation shall qualify for **financial bid opening**. In the financial bid, the bidder with the **lowest price** shall be awarded the contract.

5.2 Evaluation of Financial Proposal

The **total price (exclusive of GST)** as per price format F2 shall be considered for price evaluation. 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 two bidders quote the same lowest price and their technical mark also become equal, then in that case, the bidder having the higher annual average turnover shall be awarded the contract.

RFP FORMATS

Different Manpower Services at Govt. Health Institutions

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	Photocopy of the company/Agency Registration certificate		
6	Photocopy of the GST registration certificate		
7	Photocopy of the EPF registration certificate		
8	Photocopy of the ESI registration certificate		
9	Photocopy of the ECR of EPF and Challans of ESI for the month of March 2022 towards EPF / ESI payment of the personnel deployed by the agency.		
10	Photocopy of the Labour Registration Certificate		
11	Copy of PAN		
12	Photocopy of ISO 9001 certification		
13	Form T3		
14	Photocopies of the audited P/L account of each year highlighting the turnover in support of that		
15	Form T4		
16	Copies of Work Order / Contract from the clients in support of providing different category of manpower services executed in support of the information provided in Form T4 A, B		
17	Form T5		
18	Form T6		
19	Form T7		
20	Any other document		

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

To

The CDM & PHO cum DMD, Subarnapur

Re. : RFP Reference no.156(2) dated 18/05/2022

Dear Sir / Madam,

We, the undersigned, offer to provide the Different 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	
Registered Office Address Telephone No email ID	
Office address of the Branch office in Bhubaneswar (if any) (If registered office is not in Odisha) Telephone No email ID	
Status of the Agency (Whether registered under Company / Firm / Society / Trust)	
Name of the Chief Executive and authorized signatory	
Telephone Nos.: Landline Mobile	
Email id (Official email id for correspondence if any)	
Date of Establishment	(furnish copy of the Registration Certificate of the Agency)
GST Registration No.	(furnish copy of the GST Registration of the Agency)
EPF Registration No.	(furnish copy of the EPF registration certificate of the Agency)
ESI Registration No.	(furnish copy of the ESI registration certificate of the Agency)
Income Tax No. (PAN)	(furnish copy of the PAN)
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. IFS Code 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)***ANNUAL AVERAGE 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	2018-19	
2	2019-20	
3	2020-21	
Average Annual Turnover in Rs.		

*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 A*(to be furnished in the technical proposal)***PAST EXPERIENCE IN PROVIDING MANPOWER (Any type of Manpower) SERVICES***(Attach separate sheets if the space provided is not sufficient)***[This format is required for assessment no. of years of experience in manpower services]**

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	Designations of the Manpower deployed	Work Order / Contract enclosed (Yes / No)	Page no (s) in your bid where the copies of the relevant work order / contract is (are) placed
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
:::							

Authorized Signatory/Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

(Organization Seal)

FORM T4 B

(to be furnished in the technical proposal)

PAST EXPERIENCE IN PROVIDING *DIFFERENT MANPOWER (other than Security / Cleaning/Supervisor) SERVICES DURING THE LAST THREE YEARS

(Attach separate sheets if the space provided is not sufficient)

F.Y. 2018-19

Sl.	**Name /address of the Institution for which Different Manpower Services (other than <u>Security/Cleaning/Supervisor</u>) assignments were undertaken	Date of award of Assignment	Date of completion of assignment	Value of the Assignment	Designations of the Manpower deployed	***No. of personnel deployed (other than <u>Security/Cleaning/Supervisor</u> only)	Work Order / Contract enclosed (Yes / No)	Page no (s) in your bid where the copies of the relevant work order / contract is (are) placed
1								
2								
3								
4								
...								

F.Y. 2019-20

Sl.	**Name /address of the Institution for which Different Manpower Services (other than <u>Security/Cleaning/Supervisor</u>) assignments were undertaken	Date of award of Assignment	Date of completion of assignment	Value of the Assignment	Designations of the Manpower deployed	***No. of personnel deployed (other than <u>Security/Cleaning/Supervisor</u> only)	Work Order / Contract enclosed (Yes / No)	Page no (s) in your bid where the copies of the relevant work order / contract is (are) placed
1								
2								
3								
4								
5								
...								

F.Y. 2020-21

Sl.	**Name /address of the Institution for which Different Manpower Services (other than <u>Security/Cleaning/Supervisor</u>) assignments were undertaken	Date of award of Assignment	Date of completion of assignment	Value of the Assignment	Designations of the Manpower deployed	***No. of personnel deployed (other than <u>Security/Cleaning/Supervisor</u> only)	Work Order / Contract enclosed (Yes / No)	Page no (s) in your bid where the copies of the relevant work order / contract is (are) placed
1								
2								
3								
4								
5								
...								

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

*** No. of Different manpower deployed should be clearly mentioned in the relevant work order / contract copies

Authorized Signatory/Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

(Organization Seal)

Form T5*(to be furnished in the technical proposal)***Format for Power of Attorney for Signing of Proposal**
*(On a Stamp Paper of Rs.20/-)***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 ofas 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 Different 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 _____ 2022

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 executants(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 Rs.20/-)****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 thisDay of, 2022

Authorized Signatory/Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

(Organization Seal)

FORM T 7*(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 Different 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 _____, 2022

Authorized Signatory/Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

(Organization Seal)

FORMATS

Different Manpower Services at Govt. Health Institutions

FINANCIAL PROPOSAL

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 CDM & PHO cum DMD
Subarnapur

Re.: RFP Reference no. _____ dated _____

Sub: **Request for Proposal for Different 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)

Yours sincerely,

Authorized Signatory [*In full and initials*]: _____

Name and Title of Signatory: _____

Name of Agency: _____

Address: _____

(Organization Seal)

FORM F-2
(To be submitted with Financial Proposal)
Price Schedule for the Providing Different Manpower Services

Name of the District: Subarnapur

Sl. No.	Particulars	Monthly Cost per Personnel (Rs.) exclusive of GST					***No. of Personnel	Total Cost / Month (exclusive of GST) (Rs.) (up to two decimal places only)
		*Take home Remuneration / Month (to be quoted based on 26 days Service)	EPF (Employer's share of 13%)	ESI (Employer's share of 3.25%)	Service Charge **	Total (per personnel per Month)		
	Name of Positions	a	b	c	d	f = a+b+c+d+e	g	h = f x g
1	Remuneration of Cook cum Attendant (Semi Skilled)							
2	Remuneration of Hospital Attendants (Semi Skilled)							
3	Remuneration of Driver (Skilled)							
4	Remuneration of Gardener (Semi Skilled)							
9	Total Cost / Month (exclusive of GST)							
10	GST (%) [Pl. mention the % of GST on & above the price mentioned in Column a+d only]							

(Pl. go through the **Notes** mentioned below carefully before quoting the rates and No. of Personnel)

Note:

- * The **monthly take home remuneration** must be based as per **minimum wages** act vide the **latest notification** (as on the date of tender submission) issued by **Labour Commissioner, Odisha** for **Skilled** and **High Skilled** personnel. This should take into account **26 days Service** of deployed personnel required at the health institutions.
- ** The **service charge** shall be quoted by taking into account **all management cost** of the personnel including **statutory requirement, uniform, etc.** mentioned in the Terms of Reference (Section 3). 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 be lead to summarily rejection of financial bid. There must not be **any compromise** on the **take home remuneration** mentioned above.
- *** The **no. of personnel** is mentioned at **Section-3 (Clause No. 3.3)**. The bidders are requested to go through the **Section-3 (Clause No. 3.3)** **carefully** and **according put** the **no. of personnel figure** in the **column 'g'** of Form F2.

Date :

Authorized Signature

Place :

Full Name :

Organization Seal

AGREEMENT

(*On a Stamp Paper of Rs.100/-)

Reference:

- (i) RFP Reference No 156(2) dated 18/05/2022 and subsequent Amendment / clarification issued by the Tender Inviting Authority
- (ii) Service provider's bid submitted dated _____

1. An agreement made on the _____ day of _____ 2022 BETWEEN.....(hereinafter called "the approved service provider", which expression shall, where the context so admits, be deemed to include his heirs successors executors and administrators) of the **one part** AND the **CDM& PHO, Subarnapur, District: Subarnapur, Odisha** (hereinafter called "the District Authority" which expression shall, where the context so admits be deemed to include his/her successors in office and assigns) of the **other part**.

2. Whereas the approved service provider has agreed with the District Authority / Institution to manage the Different manpower Services in the Health Institutions in the manner set forth in the terms of the **Request for Proposal (RFP) reference no.** _____ And whereas the approved service provider has deposited a sum of Rs.....(Rupees.....) only in the form of as Performance Security of the project.

3. NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

(a) The following documents shall be deemed to form part of and be read and constructed as Integral part of this Agreement, viz.:

- i) Terms & Conditions of the RFP reference no. cited above
- ii) Terms of Reference of the RFP reference no. cited above.
- iii) Amendment / Clarification to queries of the RFP reference no. cited above

(b) The approved service provider shall be paid at the rate as offered by them in the financial proposal towards monthly cost of the Different manpower Staffs as mentioned below:

- i) Per Staff Nurse /month : Rs. _____/month,
No. of Staff Nurse / Month : _____
- ii) Per ANM /month : Rs...../month

No. ANM / Month: _____

iii) Per Laboratory Technician /month : Rs...../month
No. of Laboratory Technician / Month: _____

iv) Per Ophthalmic Assistant /month : Rs...../month
No. of Ophthalmic Assistant / Month: _____

v) Per Medical Gas Pipeline Technician / month : Rs...../month
No. of Medical Gas Pipeline Operator / Month: _____

vi) Per Lift Operator / month : Rs...../month
No. of Lift Operator / Month: _____

vii) Per DEO / month : Rs...../month
No. DEO / Month: _____

viii) Total Cost / Month (exclusive of GST) : _____

ix) GST (%): _____

(c) In consideration of the payment to be made by the District Authority / Institution as above, the approved service provider will duly implement the project in the manner set forth in the terms of the RFP.

(d) The terms & conditions and terms of reference of the RFP appended to this agreement will be deemed to be taken as integral part of this agreement and are binding on the parties executing this agreement.

(e) Following documents / letters /correspondence undertaken between the parties shall also form part of this agreement :

District Authority	Approved Service Provider
(a) Request for proposal and any amendment thereof.	a) Proposal Submitted in response to RFP
(b) Office Order subsequent to RFP	b) SOPs in respect to Different manpowerManpower Service Operation

4. Payment

- (a) The District / Institution Authority does hereby agree that if the approved service provider shall duly implement the project in the manner aforesaid, observe and keep the said terms and conditions, the District / Institution Authority will pay or cause to be paid to the approved service provider at the time and in the manner set forth in the said terms.
- (b) The mode of payment is as specified below:

The payment shall be paid on a monthly basis upon submission of bill **monthly basis** upon submission of bill with attendance chat of the deployed manpower. The bills should be in the name of the concerned authority of the District / Institution.

5. Operational Parameter and Penalty

The successful bidder has to provide the Different manpower Manpower with quality service as mentioned in the terms of reference. Penalties shall be imposed on the agency in case of any deviation found in discharging of services. The penalties shall be imposed as specified clause 4.7 of the RFP (Terms & condition)

6. Period of Engagement/Duration of Contract

The agency will be engaged initially for a period of 3 years subject to satisfactory performance, which may further be extended by the District / Institution Authority for another two years based on satisfactory performance of the Service Provider.

7. Schedule of Implementation

The agency is required to engage Different manpower within 30 days of signing the contract.

8. Termination /Suspension of Agreement

The District Authority / Institution 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 / Institution 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 :

- a) 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.

- b) If the service provider becomes insolvent or bankrupt.
- c) 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
- d) If, in the judgment of the District Authority / Institution, the service provider is engaged in corrupt or fraudulent practices in competing for or in implementation of the project.

9. 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.

10. Jurisdiction of Court

Legal proceedings if any shall be subject to the _____ District (*name of the District / place of the Institution*) jurisdiction only.

In witness whereof the parties hereto have set their hands on theday of.....2022.

Signature of the Approved Service Provider

Signature of CDM & PHO cum DMD

Date:

Date:

1.Witness

1. Witness

2.Witness

2. Witness