

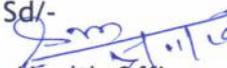
**OFFICE OF THE CHIEF DISTRICT MEDICAL & PUBLIC HEALTH OFFICER,**  
**NAYAGARH**

District Head Quarters Hospital Campus,  
Nayagarh - 752069 - Email- [cdmonayagarh@gmail.com](mailto:cdmonayagarh@gmail.com)

**TENDER CALL NOTICE**

No:- 03/19-20 /HR -CDM&PHO, Nayagarh dated 05 / 11 / 2019

Sealed tenders are invited in plain paper from the Firm/ Agency/ Company, having valid GST registration certificate, EPF, ESI and Service Tax registration certificate, PAN card, Valid Labour License etc. for Selection of Outsourcing agency for provision of HR at SNCU, NRC, DEO & Laboratory Technician etc. in Nayagarh District under the administrative control of CDM&PHO-cum-DMD Nayagarh. The detail Term and Condition, Criteria etc. thereof can be downloaded from the official web site of Nayagarh district i.e. [www.nayagarh.nic.in](http://www.nayagarh.nic.in) . The downloaded tender papers should be accompanied with a Demand Draft of Rs. 1,000/- in favour of ZSS NRHM Additionality , Nayagarh from any nationalized bank. The tenders should be submitted through Regd. Post/ Speed Post/ Courier to the office of the undersigned within 5.00 PM of date 05.12.2019. The tenders will be opened on 06.12.2019 at 11.30 AM in the presence of the tenderer or their authorized agents. The Authority reserves the rights to accept or reject any or all the tenders without assigning any reason thereof.

Sd/-  
  
CDM & Public Health Officer,  
Nayagarh

OFFICE OF THE CHIEF DISTRICT MEDICAL & PUBLIC HEALTH OFFICER,  
NAYAGARH

RFP No- 03/19-20 / 2019 CDM&PHO Nayagarh dated 05 / 11/2019

TENDER DOCUMENTS FOR SELECTION OF OUTSOURCING AGENCY FOR PROVIDING OF MANPOWER (ATTENDANT CUM SWEEPER FOR SPECIAL NEWBORN CARE UNIT (SNCU) , COOK CUM ATTENDANT FOR NUTRITIONAL REHABILITATION CENTRE (NRC) & DATA ENTRY OPERATOR (DEO) AND LABORATORY TECHNICIAN UNDER THE ADMINISTRATIVE CONTROL OF C.D.M & P.H.O CUM-DMD OF NAYAGARH DISTRICT.

Section :- 1

Date of Commencement of sale/  
available of tender documents :- 06.11.2019

Date and time of sale / available of  
tender documents :- 06.11.2019, 10.00 AM

Date and time of closing  
of tender box :- 05.12.2019 at 5.00 PM

Date and time of opening  
of tender (Technical Bid) :- 06.12.2019 at 11.30 AM

Date and time of opening  
of tender (Financial Bid) :- After evaluation of Technical Bids

Place of Opening of tender :- O/O- C.D.M.& P.H.O, Nayagarh  
District Head Quarters Hospital Campus  
Nayagarh- 752069

Address for Communication :- O/O- C.D.M.& P.H.O, Nayagarh  
District Head Quarters Hospital Campus  
Nayagarh- 752069  
Email:- [cdmonayagarh@gmail.com](mailto:cdmonayagarh@gmail.com)  
[ngrnhm@gmail.com](mailto:ngrnhm@gmail.com)

  
C.D.M. & P.H.O  
Nayagarh

## SECTION 2 - INSTRUCTIONS TO BIDDERS

### 2.1 Scope of Proposal

- (a) Interested bidders fulfilling the eligibility criteria may submit their bid for providing HR and accordingly quote the prices in the bid.
- (b) Detailed description of the objectives, scope of services, deliverables and other requirements relating to “ SNCU & NRC activities” 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 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 CDM & PHO’s decision 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 Chief District Medical Officer of District in the form specified at **Annexure II.**

### 2.2 Eligibility Criteria

The bidder should fulfill the following Eligibility Criteria:

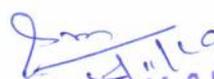
- I. Should be registered in India as a Company or Firm.
- II. Consortium is not allowed.
- III. Should not be blacklisted by any Government entity in India.
- IV. Should have an average Annual Turnover of Rs. 20 Lakhs or more during the last three financial years i.e. 2016-17, 2017-18 & 2018-19.

### 2.3 Submission and Signing of Proposal

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

- (a) The proposal shall be submitted in two parts -

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

  
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Nayagarh

**(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 by 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 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 "Provision of HR for management of SNCU , NRC etc for Nayagarh District \_".**

**Cover-B - Financial Proposal for "Provision of HR for management of SNCU , NRC etc. for Nayagarh District \_"**

- (b) 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 Nayagarh, at District Head Quarters Hospital Campus, Nayagarh.**

**If the outer envelope is not sealed and marked as mentioned above, then the O/o the CDM & PHO will assume no responsibility for the tender's misplacement or premature opening. Telex, cable 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 providing HR on management of SNCU, NRC, DEO, LT etc. for Nayagarh during the proposed contract period in conformity with the Terms of Reference forming part of this RFP.

The following documents must be submitted with the RFP.

  
**C.D.M. & P.H.O**  
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1. EMD of **Rs.10,000/-** in the shape of a Demand Draft in favour of **ZSS NRHM ADDITIONALITY, NAYAGARH**
2. Form T1
3. Form T2
4. Photocopy of the Registration Certificate of the Agency
5. Photocopy of PAN
6. Photocopy of GST registration, Service Tax, EPF, ESI Registration
7. Form T3 (Certificate from the Chartered Accountant)
8. Form T4 - Relevant Experience Details towards successful implementation of HR provision in SNCU/NRC/call centre/helpdesk assignment /BPO Services/similar IT & Data Processing project during the last three financial years i.e. 2016-17 to 2018-19.
9. Photocopies of work orders executed in support of the information furnished in Form T4
10. Form T5 - Power of Attorney authorizing the signatory for signing the proposal on behalf of the proposer/Bidder
11. Form T6 - Affidavit Certifying that Entity/Promoter(s)/Directors/Partner(s) of Entities are not Blacklisted.
12. Form T7 - Letter of Declaration (Anti Collusion Certificate) mentioning that the bidder will not collude with the other bidders.
13. A copy of the RFP document sealed and signed in all pages by the applicant.
14. Any other details, the bidder like to include in the proposal.
15. Checklist.

## **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.

### **2.5 Number of Proposals**

Interested bidders fulfilling the eligibility criteria may submit only one proposal.

### **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 concerned district authority 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 District authority;
  - (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 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 district authority 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.

## 2.10 Proposal Due Date

RFP filled in all respect must reach O/o the CDMO, Nayagarh at- District Head Quarters Hospital Campus, Nayagarh- 752069, time and date specified in the Section-1: Schedule of Proposal Submission, through Speed Post/ Regd. Post / Courier. If the

specified date for the submission of RFPs is declared as a holiday, the RFPs will be received up to the appointed time on the next working day.

## 2.11 RFP Opening

3 The district authority 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.

I In the event of the specified RFP opening date being declared a holiday, the RFPs shall be opened at the appointed time and location on the next working day.

## SECTION 3-TERMS OF REFERENCE & GENERAL CONDITIONS OF CONTRACT

**3.1 Management Statutory Compliance of the deployed staff:** the Agency is responsible for the compliance of the statutory requirement under any law in respect of any asset and operation. The agency shall be held responsible in case of any penalty, loss or other legal consequences arising out of non-compliance.

### **3.2 Compliance of Minimum Wages Act and other statutory requirements**

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: **Attendant cum sweeper & Cook cum attendant:- Un skilled & DEO & LT :- Skilled.**

**3.3 Working hour of the staff:** The selected Agency shall provide 3nos. of Attendant cum sweepers (Male/Female) for SNCU and 3 nos. of Cook cum attendants (Female) for each NRC who will work at the institution for 24 hours i.e. 8 hours each on rotation basis and DEO & Laboratory Technician (LT) on working days.

**3.4 Provide Uniform:** - All the staffs to be engaged throughout the district will be provided an uniform by the agency approved by the District authority.

### **3.5 Others:**

(i) Shall not accept for his own benefit any commission, discount or similar payments in connection with the activities pursuant to discharge of his obligations under the agreement and shall use its best efforts to ensure that his personnel and agents, either of them shall not receive any such additional remuneration.

(ii) Recruit, train and position qualified and suitable personnel (as per the required qualification of staffs) for proper management of SNCU & NRCs activities of the district. The staff so engaged/recruited/appointed by the agency shall be exclusively on the pay rolls of the bidder and shall under **no circumstances this staff will ever have any claim, whatsoever for appointment with the District Authority /Govt. of Odisha**. The agency shall be fully responsible for adhering to provisions of various laws applicable on them including **Labour laws**. In case the agency fails to comply with the provisions applicable laws and thereby any financial or other liability arises on the District Authority/Government by Court orders or otherwise, the agency shall be fully responsible to compensate/indemnify to the District Authority for such liabilities. For realization of such damages, the District Authority may even resort to the provisions of Odisha Public Demand Recovery Act 1962 or other laws as applicable on the occurrence of such situations.

(iii) Strict adherence to the stipulated time scheduled for various activities.

### 3.6 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.
- c) The service provider at their end should ensure the Health and Safety measures of the outsourced staffs, deputed for the works.
- d) 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.
- e) 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.
- f) 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.

- g) 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.
- h) 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.
- i) 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.
- j) That in the event of any loss occasioned 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.
- k) The service provider shall be responsible to protect all properties and equipment of the health facility entrusted to it.
- l) Any damage or loss caused by service provider's persons to the hospital in whatever form, would be recovered from the service provider.
- m) 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.
- n) 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.
- o) The service provider shall not engage any such sub-contractor or transfer the contract to any other person in any manner.
- p) The staffs engaged by the service provider shall not take part in any staff union and association activities.

- q) The Hospital shall not be responsible for providing residential accommodation to any of the deployed personnel of the service provider.
- r) 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.
- s) If any underpayment is discovered, the amount shall be duly paid to the service provider by the authority of the concerned health institution.
- t) 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.
- u) 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.
- v) 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.
- w) 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.
- x) The service provider shall be blacklisted by the tenderer in case of non compliance of any of the terms & conditions of the tender / Agreement.
- y) The service provider shall not assign or sublet this Agreement or any part thereof to any third party.
- z) The contract can be terminated at any time prior to its completion by either Party with 30 days of notice period.
- aa) 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.
- bb) 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.

  
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### 3.7 Minimum Educational Qualification:-

- a. **Attendant cum Sweeper & Cook cum attendant:** 7<sup>th</sup> class pass with 2 yrs minimum experience in same field.
- b. **Date Entry Operator:** Graduation with PGDCA and well conversant with Odia and English language with 2 yrs minimum experience in same field.
- c. **Laboratory Technician:** Must have passed +2 Science examination under CHSE / Equivalent and passed Diploma in Medical Laboratory Technology from Govt. Medical college & Hospitals of the State / Any Other Private institutions recognized by Govt. of Odisha or AICTE approval. He/She must have registered his/her name in Laboratory Technician Council in the State and have possessed valid registration certificates as on the date of the advertisement.

### 3.8. Role & Responsibility as mentioned in ToR.

**3.9 Overall Management & Performance:** The overall management of outsourcing of manpower at SNCU & NRC will be done by the ADPHO(FW)/DMO(MS)-cum-Superintendent/ MO I/c of respective hospital including periodic assessment of performance & there by renewal of contract. The Performance appraisal will be done on quarterly basis & renewal is planned on annual basis

**3.10 Period of Contract:** The contract would be **initially for 1 year** which may be **extended for another 2 years on a yearly basis** based on performance as per set deliverables, the details of which are mentioned in clause no 7.

### 3.11 Performance Review Mechanism

It will be done on a **quarterly basis** by the committee headed by CDM & PHO cum District Mission Director with the following Members & Managers as members:

DMO(MS)-cum-Superintendent, MO I/C of each such hospital where the activities are to be continued, District Program Manager, District Accounts Manager & Hospital Manager.

## SECTION 4 - TERMS & CONDITIONS

### 4.1 Period of Engagement/Duration of Contract

- (a) The agency selected for providing HR (Attendant cum Sweeper for SNCU, Cook cum attendant for NRC and DEO shall enter in to a contract with the District Authority with the agreed terms and conditions.
- (b) **The agency will be engaged initially for a period of 1 year, which may further be extended for 2 years on a yearly basis by the District Authority, subject to satisfactory performance and mutual agreement.**

  
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#### 4.2 Schedule of Implementation

The agency is required to provide HR within 7 days of signing the contract.

#### 4.3 Earnest Money Deposit (EMD) and performance Security Deposit

- (a) The bidder along with the proposal, shall furnish Earnest Money Deposit (EMD) amounting to **Rs. 10,000/-** in the form of Banker's cheques / Demand Draft in favor of the ZSS NRHM ADDITIONALITY, NAYAGARH payable at Nayagarh.
- (b) In the absence of the EMD, technical proposal of the bidder shall be rejected.
- (c) **The EMD shall be returned to unsuccessful bidders within a period of eight (8) weeks from the date of announcement of the successful bidder.**
- (d) **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.**
- (e) The successful bidder shall have to furnish a **Performance Security Deposit of Rs. 50,000/-** after signing of the agreement. Amount of Earnest money deposit can be adjusted into the security deposit. The performance security deposit is for due performance of the agreement.

The District Authority in the following circumstances can forfeit it;

- (i) When any terms or conditions of the agreement are infringed.
- (ii) When the service provider fails in providing the services satisfactorily.

Notice will be given to the bidder/service provider with reasonable time before the earnest money / security deposit is forfeited.

#### 4.4 Payment

- (a) The District 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 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 Operational Expenses shall be paid on a **monthly basis** upon submission of bill with attendance chat of the deployed manpower.

#### 4.5 Operational Parameter and Penalty Clauses

The successful bidder has to provide the trained HR for management of SNCU & NRCs Activities 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 amount of penalties set as per norms would be the sole discretion of the district authority.

#### 4.6 Monitoring and Evaluation

The concerned head of the institution will oversee the activity within their respective institution and during the visit of the CDM & PHO, ADPHO (FW), DMO(MS) and any other district level officer also review the activities of the HR deployed by the agency at any time.

#### 4.7 Termination /Suspension of Agreement

- (a) The District Authority may, by a notice in writing suspend the agreement if the selected agency fails to perform any of his obligations including carrying out the services, provided that such notice of suspension.
  - (i) Shall specify the nature of failure, and
  - (ii) Shall request remedy of such failure within a period not exceeding 15 days after the receipt of such notice.
- (b) 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 (a) to (b), may terminate the agreement after giving reasonable opportunity of being heard to the service provider.
  - (i) 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 have subsequently approve in writing.
  - (ii) If the service provider becomes insolvent or bankrupt.
  - (iii) If, as a result of force majeure, service provider is unable to perform a material portion of the services for a period of not less than 60 days: or
  - (iv) 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.

#### Modifications

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

#### **4.9 Saving Clauses**

In the absence of any specific provision in the agreement on any issue, the guidelines issued/to be issued by the District Authority shall be applicable.

#### **4.10 Force Majeure**

- (a) Management of SNCU & NRCs as being covered under emergency response services, the attendants shall not be allowed to suspend or discontinue the Services during occurrences of emergencies or Force Majeure Events. Provided, in such circumstances of emergencies and Force Majeure Event, if the Performance Standards are not complied with because of any damage caused to institution 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 applicable for the relevant default in Performance Standards would be applied to such particular defaults. Provided further, unless the Force Majeure event is of such nature that it completely prevents the operation of services, a suspension of 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.
- (b) 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
- (i) Has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of the agreement, and
  - (ii) Has informed the other party as soon as possible about the occurrence of such an event.

#### **4.11 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.

#### **4.12 Right to Accept and Reject any Proposal**

The District Authority reserves 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.

#### **4.13 Award of Contract and Agreement**

On evaluation of technical and financial parts of RFP and decision thereon, the selected bidder shall have to execute an agreement with the District Authority within 7 days from the date of acceptance of their bid is communicated to him. This

Request for Proposal along with documents and information provided by the bidder shall be deemed to be integral part of the agreement. Before execution of the agreement, the bidder shall have to deposit security deposit as per clause 4.4 (f) above.

#### 4.14 Commencement of Service

The Agency shall commence the service within **7 days** from the date of signing of the Agreement. If the agency fails to commence the service as specified herein, the district authority may, unless it consents to the extension of time thereof, forfeit the Performance Security.

#### 4.15 Jurisdiction of Court

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

### 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 awards of marks based on the following Criteria:

Sl. No.	Evaluation Parameter	Total Mark	Criteria for award of Mark
A	Turnover (last 3 financial years): 1) Average annual turnover of the last three financial years (from 2016-17 to 2018-19)	20	> 20 Lakhs ≤ 30 Lakhs : 5 marks > 30 Lakhs ≤ 40 Lakhs : 10 marks > 40 Lakhs ≤ 50 Lakhs : 15 marks > 50 Lakhs : 20 marks
B	Experience: No. of years of Experience No. of years of experience in similar business (Year of Establishment or Commencement of business)	10	> 3 yrs ≤ 5 yrs : 5 marks > 5 yrs : 10 marks

C	<p>Experience : No. of Projects Executed</p> <p>No. of contracts awarded and successfully executed during last 3 financial years (from 2016-17 to 2018-19) ( Management of SNCU/NRC Activities / Call Centre / Helpdesk operation / BPO Services / Data Processing Services) in last three years with State Govt./ Central Govt./ Semi Govt./ Govt. owned Societies / Corporation / IT Sectors / Banking Sectors</p>	20	<p>&gt; 2 nos ≤ 5 nos : 5 marks</p> <p>&gt; 5 nos ≤ 10 nos : 12 marks</p> <p>&gt; 10 nos : 20 marks</p>
<b>Total Score</b>		<b>50</b>	

Financial proposal shall be opened after the technical evaluation is completed and only those bidders who score at least 30 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 combined price of operational expense for providing HR (as mentioned in the price format) shall be considered for price evaluation. However, in case two bidders quote the same lowest price, then the firm 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

Providing HR for SNCU & NRCs management of different health institutions  
of Nayagarh District.

TECHNICAL

PROPOSAL

  
C.D.M. & P.H.O  
Nayagarh

## 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 & mention the page no of the tender in box. Without numbering of documents or not mentioning the page nos. in the check list, Tender shall be liable to be rejected.*

Sl no.	Particulars	Submission status (Yes/No)	Page no.	
			From	To
1	EMD (DD of Rs. 10,000/-)			
2	Form T1 (Technical proposal)			
3	Form T2 (Agency's Profile)			
4	Copy of the Agency's Registration Certificate			
5	Copy of PAN			
6	Copy of the GST registration certificate, Service Tax, EPF,ESI registration certificate			
7	Form T3 (Certificate from the Chartered Accountant)			
8	Photocopies of the audited P/L account of each year highlighting the turnover in support of that)			
9	Form T4 (Experience details)			
10	Copies of Work Order/Contract certificates from the clients in support of similar works executed in support of the information provided in Form T4			
11	Form T5 (Power of Attorney for Signing of Proposal)			
12	Form T6			
13	Form T7 ( Anti Collusion Certificate)			
14	Copy of RFP documents sealed and signed in all pages by the applicant.			

**FORM – T1**

*(to be furnished in the technical proposal)*

**TECHNICAL TENDER SUBMISSION FORM**

(On the letter head of the agency)

To

The Chief District Medical & Public Health Officer, Nayagarh  
District Head Quarters Hospital Campus,  
Nayagarh- 752069

Re. : RFP Reference no.                      dated

Dear Sir,

We, the undersigned, offer to provide the services for the work: provision of HR for management of SNCU & NRCs Activities at different Health Institutions of the district. 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: \_\_\_\_\_

(Company Seal)

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

Name of the Agency	
Office Address	
Status of the Agency (Company or Firm)	
Name of the Chief Executive and authorized signatory	
Telephone Nos.:	Landline :-                      Mobile :-
Fax	
Email id	
Date of Establishment	(furnish copy of the Registration Certificate of the Agency)
GST Registration No.	(furnish copy of the GSTRegistration of the Agency)
Service Tax Registration No.	(furnish copy of the Service Tax Registration of the Agency)
EPF	(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)
No. of branch offices in Odisha with location details	

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

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



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**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 Lakhs (Rs.)
1	2016-17	
2	2017-18	
3	2018-19	
Average Annual Turnover in Lakhs		

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 OPERATING SNCU or NRC ACTIVITIES /  
SIMILAR CALL CENTER / HELPDESK / BPO / DATA PROCESSING  
SERVICES DURING THE LAST THREE FINANCIAL YEARS**  
(attach separate sheets if the space provided is not sufficient)

Name of Assignment *	Name/address of the Organization for which similar service / assignments were undertaken	Date of award of Assignment	Date of completion of assignment	Value of the Assignment	Role of your agency	Page No.

\* Note : Please furnish the **Work order /Contract copies** of the works executed in support of the information mentioned above.

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

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

(Company seal)

  
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Nayagarh

**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 providing HR on management of SNCU or NRCs Activities of different health institutions of the district, representing us in all matters before District authority and generally dealing with District 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 \_\_\_\_\_ 2019

For

(Name, Designation and Address) Accepted

(Signature) (Name, Title and Address of the Attorney)

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

*Note:*

- 3** *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.*

  
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**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 Project/s, either individually or as member of a Consortium as on the \_\_\_\_\_ (Date of Signing of 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 ....., 2019

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

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

(Company Seal)

**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 providing HR on management of SNCU & NRCs activities of different health institutions of Nayagarh 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 \_\_\_\_\_, 2019

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

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

(Company Seal)

  
C.D.M. & P.H.O  
Nayagarh

## FORMATS

Providing HR for SNCU & NRCs management of different health institutions of  
Nayagarh District.

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

1. Form F2 Yes/No

**FORM F-1**

(To be submitted with Financial Proposal)

**ACKNOWLEDGEMENT & FINANCIAL PROPOSAL**

To

The Chief District Medical & Public Health Officer, Nayagarh  
District Head Quarters Hospital Campus  
Nayagarh- 752069

Re. : RFP Reference no.                      dated

Sub: - Request for Proposal for "Providing HR at SNCU & NRCs, DEO, LT etc in different health institutions under the administrative control of CDM & PHO Nayagarh".

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 agreement, I/We hereby propose to implement the project as described in the RFP document in conformity with the conditions of agreement, 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 of Rs.50,000/- 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 Rate as appended herewith.

Encl: Schedule of Rate

Yours sincerely,

Authorized Signatory [In full and initials]:

Name and Title of Signatory:

Name of Agency:

Address:

(Company Seal)

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**FORM F-2**

(To be submitted with Financial Proposal)

**OPERATIONAL EXPENSES**

Name of the District: NAYAGARH

Operational Expenses (exclusive of all taxes)

Sl.	Particulars	Operational Cost per Institution / Month with 1 no. of manpower (Rs.)
	<b>* Operational Expenses :</b>	<b>A</b>
1.	<i>1 no. of Attendant cum Sweeper (Un skilled)</i>	
2.	<i>1 no. of Cook cum Attendant (Un skilled)</i>	
3.	<i>1 no. of Data Entry Operator (Skilled)</i>	
4.	<i>1 no. of Laboratory Technician (Skilled)</i>	
	<b>Total Cost</b>	
<i>Operational expenses for providing HR (Cost per month) should include all costs towards Provision of HR for management of their statutory compliance &amp; service charge but exclusive of Service tax.</i>		

\* The operational cost / month must take into consideration the minimum wages act for the staffs deployed (Un skilled & Skilled). Month should be considered as 30 days per month.

B. Taxes if any, on & above the price mentioned above (Pl. Specify with % figure):

(Taxes if any shall be paid as per the prevalent rate at the time of payment)

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

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

(Company Seal)



**ANNEXURE: AGREEMENT\***  
**AGREEMENT**  
(\*On a Stamp Paper of Rs.100/-)

1. An agreement made this.....day \_\_\_\_\_ of 2019 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, Nayagarh District, Odisha (hereinafter called "the District Authority" which expression shall, where the context so admits be deemed to include his successors in office and assigns) of the other part.
2. Whereas the approved service provider has agreed with the District Authority to provide HR for management of SNCU, NRC, DEO activities in the Health Institutions in the manner set forth in the terms of the Request for Proposal (RFP) and Schedule of Rates.
3. And whereas the approved service provider has deposited a sum of Rs.50000/-Rupees – fifty thousand only in the in the form of Fixed Deposit Receipt (FDR) made in the name of the agency but hypothecated to the Chief District Medical & Public Health Officer, Nayagarh, District Head Quarters Campus, Nayagarh- 752069, covering the period of contract. In case, the contract is further extended beyond the initial period, the FDR will have to be accordingly renewed by the successful tenderer.
4. Now these present witnesses:
  - (a) The approved service provider shall be paid at the rate as offered by them in the financial proposal towards monthly operation cost of for providing HR @ \_\_\_\_\_ per month for Unskilled category & @ \_\_\_\_\_ per month for Skilled category for health institutions / actually engaged personnel as certified by the hospital authority on every month.
  - (b) In consideration of the payment to be made by the District Authority as above, the approved service provider will duly implement the project in the manner set forth in the terms of the RFP.
  - (c) 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.
5. **Payment**
  - (a) The District 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 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 Operational Expenses shall be paid on a monthly basis upon submission of bill **monthly basis** upon submission of bill with attendance sheet of the deployed manpower duly signed by the concerned hospital authority.
6. **Operational Parameter and Penalty**

The successful bidder has to provide the HR as mentioned in the terms of reference. Penalties shall be imposed on the agency in case of any deviation found in discharging of

  
C.D.M. & P.H.O  
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services including unattended calls. The amount of penalties set as per norms would be the sole discretion of the district authority.

**7. Period of Engagement/Duration of Contract**

The agency will be engaged initially for a period of 1 year subject to satisfactory performance, which may further be extended by the District Authority on mutual agreement.

**8. Schedule of Implementation**

The agency is required to provide the required all HR personnel within 7 days of signing the contract.

**9. Termination /Suspension of Agreement**

(1) The District Authority may, by a notice in writing suspend the agreement if the service provider fails to perform any of his obligations including carrying out the services, provided that such notice of suspension:-

- (a) Shall specify the nature of failure, and
- (b) Shall request remedy of such failure within a period not exceeding 15 days after the receipt of such notice.

(2) 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 (a) to (d), 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 have subsequently approved in writing.
- (b) If the service provider becomes insolvent or bankrupt.
- (c) If, as a result of force majeure, 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, the service provider is engaged in corrupt or fraudulent practices in competing for or in implementation of the project.

**10.** All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided by the Committee as specified in RFP document.

In witness whereof the parties have set their hands on the of.....2019 .

Signature of the Approved Service

a

**Date:**

**1. Witness**

**2. Witness**

Signature of CDM&PHO

**Date:**

**1. Witness**

**2. Witness**

  
C.D.M. & P.H.O  
Nayagarh