

OFFICE OF THE CHIEF DISTRICT MEDICAL AND PUBLIC HEALTH OFFICER,  
BALANGIR



DISTRICT PROGRAMME MANAGEMENT UNIT  
E-Mail: [nhmbalangir@gmail.com](mailto:nhmbalangir@gmail.com) Ph. No. 06652-230263



No. 1756 /NHM

Date 26/04/2021



To

The Advertisement Manager  
I & PR Department, Bhubaneswar Govt. of Odisha  
Bhubaneswar.

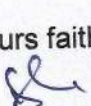
**Sub: - Regarding Publication of Advertisement of Zilla Swasthya Samiti, Balangir**

Madam/Sir,

With reference to subject cited above, you are requested to publish the advertisement in two nos of leading Odia daily newspaper as per I & PR approved rate and to submit the bills in duplicate to the undersigned for making necessary payment.

	<b>ZILLA SWASTHYA SAMITI, BALANGIR</b> (Department of Health & FW, Govt. of Odisha)	
Advt. No: <u>1757</u>	Date: <u>26/04/2021</u>	
<p>Sealed Expression of Interests in the prescribed format are invited from eligible bidders for supply of manpower to be engaged on outsourcing basis at different public health institutions of Balangir district. Sealed documents should reach to the undersigned on or before 06.5.2021 till 1.00 P.M, by registered post/speed post/courier only. Bid documents received after the scheduled date &amp; time and received without superscribing "Manpower Services at different Govt. Health Institutions of Balangir district" will summarily be rejected. Details of bid documents are available in the district website (<a href="http://www.balangir.nic.in">www.balangir.nic.in</a>). The undersigned reserves the right to cancel any or all tender without assigning any reason thereof.</p>		
<p>Sd/- <b>CDM&amp;PHO, Balangir</b></p>		

Yours faithfully,

  
26/04/2021

Chief District Medical & Public Health Officer  
Balangir




# REQUEST FOR PROPOSAL Outsourcing of Manpower at different Govt. Health Institutions




Name of the District / Health Institution: **CDM& PHO, BALANGIR**  
(HEALTH & F.W. DEPTT., GOVT. OF ODISHA)

RFP Reference No: **Outsourcing of Manpower/CDM&PHO  
BALANGIR/2020-21**


Date: 26/09/2021


  
GDM & PHO-Cum-DMD  
Balangir

  
Collector & DM  
Balangir

## 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.

  
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## NOTICE INVITING PROPOSAL


RFP Reference No: Outsourcing of Manpower/CDM&PHO BALANGIR/2020-21

Dated: 26/04/2021

DETAILED PROPOSALS ARE INVITED FROM ELIGIBLE AGENCYS FOR SELECTION OF THE MOST SUITABLE AGENCY TO PROVIDE VARIOUS MANPOWER AT GOVT. HEALTH INSTITUTIONS OF BALANGIR DISTRICT.

1	Period of Availability of RFP Document	From <u>27/04/2021</u> to <u>06/05/2021</u> (Downloadable from website: <a href="http://www.balangir.nic.in">www.balangir.nic.in</a> )
2	Pre-bid Meeting	Date : <u>01/05/2021</u> , Time <u>11.00</u> A.M Address: NHM Conference Hall, O/O- CDM & PHO, Balangir
3	Last date for submission of Proposal	Date: <u>06/05/2021</u> till 1.00 p.m NB : Proposals should be submitted through Speed post / Registered post / Courier only
4	Date, time and place of opening of Proposal and presentation	a) <b>Technical Proposal (Cover- A) opening:</b> Date: <u>07/05/2021</u> at <u>10.30</u> AM/PM at NHM Conference Hall, O/O- CDM & PHO Balangir  b) <b>Financial Proposal (Cover- B):</b> <i>The date of opening of financial proposals will be intimated by the CDM &amp; PHO, Balangir to the agency found successful in the technical proposal evaluation.</i>

  
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## SECTION 2 - INSTRUCTIONS TO BIDDERS

### 2.1 Scope of Proposal

(a) Interested bidders fulfilling the eligibility criteria may submit their bid.

(b) Detailed description of the objectives, scope of services, deliverables and other requirements relating to "Provisioning of 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, 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, Balangir is without any right of appeal whatsoever;

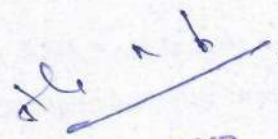
(d) The bidder shall submit its Proposal in the form and manner specified in this RFP. **The Financial Proposal (Part B) shall be submitted in the format specified in F1 & F2.** Upon selection, the agency shall be required to enter into an Agreement with the Chief District Medical & PH Officer in the form specified at **Annexure I.**

### 2.2 Eligibility Criteria

The bidder should fulfil the following Eligibility Criteria:

1. Should be registered in India as a Company, Firm, Society or a Trust.
2. Consortium is not allowed
3. Should have an average Annual Turnover of Rs. 3 Crore or more during the last three financial years (2017-18, 2018-19 & 2019-20). The certificate to be furnished in the letter head of the Chartered Accountant as per format.
4. Should have minimum 3 years of working experience in the field of outsourcing of manpower services in Public sector [State Govt. / Govt. of India Institution / Govt. undertaking / Corporation] as on date of advertisement.
5. Should have enrolled at least 100 nos. of man power as on date of advertisement. Work order along with contract copies must be submitted in support of the nos of personnel deployed as per format supported by ECR of EPF for the month of March.2021.

6. The Bidder must not have been blacklisted either by the tender inviting authority or by any State Govt. or Govt. of India organization as on date of advertisement. The agency shall submit undertaking regarding the same on Non Judicial Stamp paper of Rs. 20/- as per format.
7. Must have valid labour registration certificate
8. Must have valid ISO 9001 certificate
9. Must be registered under EPF
10. Must be registered under ESI
11. Must have a valid PAN
12. Must have valid GST registration number

  
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### **2.3 The proposal shall be submitted in two parts:**

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

**(2) Cover 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 **Balangir** and in favour of **ZSS, Miscellaneous Balangir**. 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. 1,00,000/-** (refundable) in the shape of Banker's cheques / Demand Draft from any Nationalized / Schedule Bank in favor of the **ZSS, Miscellaneous Balangir** payable at **Balangir**. In the absence of the EMD, technical proposal of the bidder shall be rejected. However, as per the Finance Department, Govt. of Odisha office memorandum no. 21926 dated 12.8.2015, the **local MSEs** registered with respective DICs, Khadi, Village, Cottage & Handicraft Industries, OSIC and NSIC are exempted from submission of EMD while participating in tenders of Govt. Departments and Agencies under its control. It is further clarified that the above exemption is applicable to **local MSEs registered in Odisha only**. This exemption to the local MSEs shall be applicable if the kind of service as required under this tender enquiry is clearly specified against the details of the service to be provided in their DIC / NSIC registration certificate (to be furnished in the technical bid. The EMD shall be returned to unsuccessful bidders within a period of 4 weeks from the date of announcement of the

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

## 2.6 Packing, Sealing and Marking of Proposal

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

**Cover-A - Technical Proposal for "Manpower Services at different Govt. Health Institutions of Balangir district".**

**Cover-B - Financial Proposal for "Manpower Services at different Govt. Health Institutions of Balangir district".**

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

➤ Proposal for **"Manpower Services at different Govt. Health Institutions of Balangir district"**.


➤ 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, Balangir, jAt/Po-Balangir-767001. Dist- Balangir NB: Proposals should be submitted through Speed post/ Registered post/Courier only. If the outer envelope is not sealed and marked as mentioned above, then the O/o the CDM&PHO, Balangir 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)

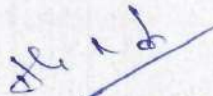
The bidders are requested to submit a detailed technical proposal with respect to the outsourcing of Manpower Services at different Govt. Health Institutions of Balangir district during the proposed contract period in conformity with the Terms of Reference forming part of this RFP.


  
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1. Check List (Technical Proposal)
2. EMD of Rs.1,00,000/- (Rupees One Lakh) in the shape of a Demand Draft in favour of **ZSS Miscellaneous Balangir**
3. Bid document cost of Rs.1,500/- (Rupees One Thousand Five hundred) in the shape of a Demand Draft in favour of **ZSS Miscellaneous Balangir**
4. Form T1
5. Form T2
6. Photocopy of the Registration Certificate of the Agency
7. Photocopy of PAN
8. Photocopy of GST, EPF, ESI & Labour Registration certificate
9. Photocopy of ISO 9001 certificate
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 [2017, 2018-19 & 2019-20]
12. Form T4 - Relevant Experience Details in managing manpower services in State Govt. / Govt. of India Institution / Govt. undertaking / Corporation.
13. Photocopies of work orders and contracts executed in support of the information furnished in Form T4. Without MOU/Contract, no work order will be considered for evaluation.
14. Form T5 - Power of Attorney authorizing the signatory for signing the proposal on behalf of the proposer/Bidder
15. Form T6 - Affidavit certifying that the Entity/Promoter(s)/Directors/Partner(s) of Entity are not blacklisted.
16. Form T7 - Letter of Declaration (Anti Collusion Certificate) mentioning that the bidder will not collude with the other bidders.

  
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## 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.

**N.B Absence of any of the above prescribed documents or in the prescribed format leads to rejection of the bid.**

### 2.7 Validity of Proposals

The Proposal shall remain valid for 180 days after the date of bid opening.

### 2.8 Cost of Proposal

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

### 2.9 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 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



  
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concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the district authority.

### 2.10 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.

### 2.11 Proposal Due Date


RFP filled in all respect must reach O/o- CDM&PHO, Balangir at the address, time and date specified in the Section-1: Schedule of Proposal Submission, through Speed Post/ Regd. Post. 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.

### 2.12 RFP Opening

(a) The 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.

(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.

  
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## SECTION 3 - TERMS OF REFERENCE

### 3.1 Background

Public Health facilities are mandated to provide reasonable and timely services to the public. Engaging the right manpower service provider is critical for maintaining a prudent practice in a hospital or offices of healthcare facility. Key to success of the services depends mostly upon well-trained personnel who have skill to handle the desired assignments.

### 3.2 Scope of Work:

The Agency shall have to engage various manpower with requisite qualification in different govt. health institutions of Balangir district from time to time as and when required.

### 3.3 Responsibility of the Agency:

- a) Engage manpower as per terms & Condition mentioned in the RFP.
- b) The Agency shall issue photo identity cards to the employees of the agency.
- c) The Agency shall issue uniform (as recommended by the implementing Agency) and make it obligatory for its personnel to wear the uniform while on duty.

### Other Conditions for manpower Engagement

- a) The agency shall not employ any person below the age of 21 years and above the age of 50 years. Employment of child labour will lead to the termination of the contract.
- b) The Agency shall be satisfied about the character and antecedents of every personnel before engaging them.
- c) CV of each personnel along with the following documents are to be submitted by the Agencies
  - 1) Educational Certificates
  - 2) ID Proof like (Voter ID/ Adhaar/PAN)
  - 3) Documents in Support of Address Proof
  - 4) Working Experience
- d) Attendance of the workers needs to be monitored by the manager/officer of concern institution. The Agency will properly maintain muster roll of the person employed/engaged in connection with the work at the premises of the Health Facility.
- e) The Hospital shall have the right within reason to have any person removed that is considered to be undesirable or otherwise and similarly Agency reserves the right to change the staff with prior intimation to the Tender Inviting Authority/Nodal officer of the health facility.

## SECTION 4 - TERMS & CONDITIONS

### 4.1 Period of Engagement

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

### 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 Authority within 15 days from the date of acceptance of their bid as 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 4.3 mentioned below.

If any L1 bidder decline the work order, in such case the authority has to negotiate with L2 (L3, L4. and so on in that order) bidder to agree with the L1 price and to finalize the bidder & issue work order accordingly.

### 4.3 Performance Security

The selected service provider has to furnish performance security deposit amounting to 5% of the total initial contract value (for three years) in the shape of DD / BG from a National / Scheduled Bank in India. The amount of Earnest money deposit of the selected bidder can be adjusted against the performance security deposit. The performance security deposit is to be kept in support of due performance of the contract.

The Authority 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.

#### 4.4 Commencement of Service

The selected agency is required to start the service within 15 days of signing the contract.

#### 4.5 Payment & Price Validity

- a) The Agency shall be paid on monthly basis as per the contracted rate. The price shall be all-inclusive including the cost of manpower, other resource requirement and management.
- 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. of the previous month.
- c) The price as quoted by the Agency shall remain unchanged during the contract period except in case of revision in daily wages act, if the contracted amount is below the recommended rate as applicable.
- d) GST as applicable shall be paid at the applicable rate.
- e) TDS as applicable shall be deducted from the payment as per the Income Tax Act
- f) The Agency will ensure that workers engaged by them must have received their entitled wages in time. In view of this, the following procedure will be adopted:
  - 1) Agency shall pay their entitled wages by 10th of the following month. It shall not be linked to the payment of the bill from the concerned institution or need for the checking & verification at their end. In no circumstances, payment of the workers should be delayed beyond 10<sup>th</sup> of the following month.
  - 2) Payment to such workers must be made by the service providers through e-transfer only. To ensure this, service providers will get a bank account opened for every engaged worker.

#### 4.6 Other 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, the CDM&PHO, Balangir reserves the right to impose the penalty as detailed below:

##### a) Commencement of the Work:

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

  
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#### **b) During Implementation**

- 1) The personnel engaged by the Agency shall be smartly dressed in neat and clean uniform and are required to display photo identity cards, failing which it will invite a penalty of Rs.200/- on each occasion. The penalty on this account shall be deducted from the Agency's bills.
- 2) In case, the person deployed comes late / leaves early on three occasions, proportionate deduction will be made from the remuneration for one day.
- 3) In case any of Agency's personnel(s) deployed under the contract is (are) absent, a penalty equal to double the wages of number of guards/supervisors absent on that particular day shall be levied by the hospital authority and the same shall be deducted from the Agency's bills.
- 4) In case any public complaint is received attributable to misconduct/misbehavior of Agency's personnel & is assessed as true by hospital administration, a penalty of Rs.500/- for each such incident shall be levied and the same shall be deducted from Agency's bill. Besides, the staff of the agency found involved in the incident shall be removed from the health facility immediately. In such cases, the agency has to manage the duty by deploying suitable personnel as immediate replacement.
- 5) In case found indulging in drinking alcohol / substance and abusing during duty hours, a penalty of Rs.500/- for each such incident from the agency with removal of the offender with immediate effect.

#### **4.7 General Conditions of the Contract**

- a) The personnel provided shall be the employees of the Agency and all statutory liabilities will be paid by the Agency such as ESI, PF, Workmen's Compensation Act, etc.
- b) The persons deployed by the Agency should be properly trained, have requisite experience and having the skills for carrying out a wide variety of services.
- c) The Agency at their end should ensure the Health and Safety measures of the outsourced staffs, deputed for the works.
- d) The contracting authority if required may also conduct health check up of the staff deployed at regular intervals at the cost of the Agency.



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- e) The Agency shall engage only such workers, whose antecedents and health have been thoroughly verified including character and police verification and other formalities. The Agency shall be fully responsible for the conduct of their staff.
- f) The Agency 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.
- g) The staff deployed through Agency 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 Agency (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 Agency has to reimburse the expenditure that would have been borne by the Contracting Authority.
- h) 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 and secret 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 the responsibility if any in this context is to be borne by the Agency.
- i) All liabilities arising out of accident or death while on duty shall be borne by the Agency.
- j) Adequate supervision will be provided to ensure correct & effective performance of the agency in accordance with the prevailing assignment and instructions agreed upon between the two parties.
- k) Agency and its staff shall take proper and reasonable precautions to prevent loss, destruction, waste or misuse of the areas of the Hospital premises.
- l) That in the event of any loss occasioned to the Hospital, as a result of any lapse on the part of the Agency as may be established after an enquiry conducted by the hospital, such loss will be

  
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made good from the amount payable to the Agency.. The decision of the Tender Inviting Authority in this regard will be final and binding on the agency.

m) The Agency shall be responsible to protect all properties and equipment of the health facility entrusted to it.

n) Any damage or loss caused by Agency"s persons to the hospital in whatever form, would be recovered from the Agency.

o) In the event of any breach/violation or contravention of any terms and conditions contained herein by the Agency, the performance security deposit of the Agency shall be forfeited.

p) Any liability arising out of any litigation (including those in consumer courts) due to any act of Agency's personnel shall be directly borne by the Agency including all expenses/fines. The concerned Agency's personnel shall attend the court as and when required.

q) The Agency shall not engage any such sub-Agency or transfer the contract to any other person in any manner.

r) Staff engaged by the Agency shall not take part in any staff union and association activities.

s) The Hospital shall not be responsible for providing residential accommodation to any of the deployed personnel of the Agency.

t) If as a result of post payment audit any overpayment is detected in respect of any work done by the agency or alleged to have been done by the agency under the tender, it shall be recovered by the authority of the concerned health institution from the agency.

u) If any underpayment is discovered, the amount shall be duly paid to the agency by the authority of the concerned health institution.

v) The Agency 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.

w) The Agency will have to enclose the proof / copies of the challans showing payment of statutory dues for the previous month along with monthly bills.

x) 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. Agency 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.

y) The Agency shall immediately intimate to the Controlling Authority about any criminal charge framed against the persons employed by the agency. A copy of such communication shall also be sent to the officer-in-charge of the Police Station where the person charged against resides.

z) The Agency 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 Agency shall also be blacklisted if found indulging in such activity which will affect name & fame of the implementing agency.

aa) The Agency shall not assign or sublet this Agreement or any part thereof to any third party.

bb) The contract can be terminated at any time prior to its completion by either Party with 30 days of notice period.

cc) In case of breach of any terms and conditions attached to the contract, the Performance Security Deposit of the Agency will be liable to be forfeited by contracting authority besides annulment of the contract.

dd) 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.

#### **4.8 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.



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- 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.

#### **4.9 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.

#### **4.10 Force Majeure**

Health 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 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.

#### **4.11 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 Jurisdiction of Court**

Legal proceedings if any shall be subject to the Balangir district jurisdiction only.

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

The Tender Inviting 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.

  
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## SECTION 5 - CRITERIA FOR EVALUATION

### 5.1 Evaluation of Technical Proposals

Evaluation of proposals shall be made by the district authority. In the first stage, the Technical Proposal will be evaluated on the basis of bidder's fulfilment 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.	Evaluation Parameters	Total Mark	Criteria for award of Mark
1			
1.1	Experience of managing different Manpower Services in State Govt. / Govt. of India Institution / Govt. undertaking / Corporation	5	<input type="checkbox"/> >3 year ≤ 5 years : 3 marks <input type="checkbox"/> >5 years : 5 marks
1.2	Experience of managing different Manpower Services in Health sector <b>(hospitals of minimum 100 beds)</b> - Details to be furnished in Form T4 (N.B: No experience will be considered without work order along with MOU in Non Judicial Stamp paper)	10	<input type="checkbox"/> >3 year ≤ 5 years : 5 marks <input type="checkbox"/> >5 years : 10 marks
1.3	Average no of female staffs engaged in last 3 years : 2017-18, 2018-19 and 2019-20 (to be Determined from the work order / contract copies) – Details to be furnished Form T4	5	<input type="checkbox"/> ≥ 5 % of total average staffs engaged : 5 Marks <input type="checkbox"/> Or otherwise : 0
2	Performance Certificates from previous assignments for managing different man power services during last 3 years.	5	<input type="checkbox"/> Satisfactory Work Performance Submitted : 5 marks <input type="checkbox"/> Or otherwise : 0 marks
3	Total Average Annual turnover (In last 3 financial years 2017-18, 2018-19 & 2019-20)	15	<input type="checkbox"/> > 3 ≤ 5 crores : 5 Marks <input type="checkbox"/> > 5 ≤ 7 crores : 7 Marks <input type="checkbox"/> > 7 ≤ 10 crores : 10 Marks <input type="checkbox"/> > 10 crores : 15 Marks

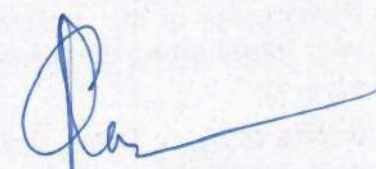
4	Average no of personnel engaged in last 3 years 2017-18, 2018-19 & 2019-20 (to be Determined from the work order / contract copies ) – Details to be furnished Form T4	15	<input type="checkbox"/> 100-200 persons : 5 marks <input type="checkbox"/> 201- 300 persons : 7 marks <input type="checkbox"/> 301-500 persons : 10 marks <input type="checkbox"/> >500 persons : 15 marks
5	Work Plan Presentation	5	<input type="checkbox"/> Presentation of the work plan in consonance with the tender document and guidelines, not more than 15-20 min.
<b>Total</b>		<b>60</b>	Total Marks : 5

Financial proposal shall be opened after the technical evaluation is completed and **only those bidders who score at least 36 marks out of 60 marks** in technical evaluation shall qualify for **financial bid opening**.

### 5.2 Evaluation of Financial Proposal

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

  
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## 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). All the pages must be signed by authorized signatory with organization seal, otherwise rejected.

Sl. No.	Particulars	Whether Submitted (Yes / No)	Page No.
1	EMD (DD of Rs. 1,00,000/-)		
2	Bid document Cost (DD of Rs. 1,500/-)		
3	Form T1		
4	Form T2		
5	Copy of the company/Agency Registration certificate		
6	Copy of the GST registration certificate		
7	Copy of the EPF registration certificate		
8	Copy of the ECR towards submission of EPF for the month of March.2021 along with TRN No.		
9	Copy of the ESI registration certificate		
10	Copy of the Labour Registration certificate		
11	Copy of valid PAN		
12	Photocopy of ISO 9001 certificate		
13	Form T3		
14	Photocopies of the audited P/L account of <b>each year highlighting the turnover</b> in support of that		
15	Form T4		
16	Copies of Work Order, Contract/MOU, certificates from the clients in support of providing Manpower services executed in support of the information provided in Form T4		
17	Form T5		
18	Form T6		
19	Form T7		
20	Any other relevant documents		

*[Handwritten signature]*

*[Handwritten signature]*

# FORM – T1

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

To The Chief District Medical & Public Health Officer, Balangir

Re.: RFP Reference no. \_\_\_\_\_ dated \_\_\_\_\_ (pl. mention the RFP reference no. against the concerned district / institution from the table at Section 1- Schedule of Proposal submission)

Dear Sir / Madam,

We, the undersigned, offer to provide the Manpower Services at your Health Institutions/offices.

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)

  
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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 (Whether registered under Company / Firm / Society / Trust)	
Name of the Chief Executive and authorized signatory	
Telephone Nos.: Landline Mobile	
Fax	
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)
No. of branch offices in Odisha with location details	
Bank Details of the Bidder: The bidders have to furnish the Bank Details as mentioned below for return of EMD / Payment for services if any (if selected)	a. Name of the Bank : b. Name of the Account & Full address of the Branch concerned c. Account no. of the bidder : d. IFS Code of the Bank :

Authorized Signatory/Signature [In full and initials]:

Name and Title of Signatory:

(Organization Seal)

  
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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.

SI. No.	Financial Year	Turnover in Rs.
1	2017-18	
2	2018-19	
3	2019-20	
Average Annual Turnover in Rs.		

\*Provisional audited statement shall not be considered.

Date:

Signature of Chartered Accountant

Place:


(Name in Capital)


Seal

Membership No.  
UDIN

**Note:**

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

  
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**B) Experience in Health Sector (hospitals of minimum 100 beds).**

Sl.	Financial Year	*Name /address of the organizations for which Manpower Services assignments were undertaken	Date of award of Assignment +	Date of completion of assignment	Value of the Assignment	Role of your agency	**No. of Beds in the hospital	***No. of personnel deployed	****No. of female staff deployed	Performance Certificate enclosed (Yes / No)
1										
2										
..										

\* Please furnish the **Work order and Contract/MOU (in Non Judicial Stamp Paper)** copies of the works executed in support of the information mentioned above **along with the performance certificate** of the client, **serially** in the **same order** as mentioned in the above format for ease of scrutiny. **N.B: No working Experience will be counted if work order along with Contract/MOU copy and Performance certificate from the clients is not submitted.**

\*\* Nos. of Beds needs to be certified by the concerned hospital / any proof regarding no. of bed to be furnished for all hospitals, the information of which is mentioned above.

\*\*\* Nos. and type of personnel deployed should be clearly mentioned in the relevant work order / contract copies

\*\*\*\* Nos. of lady personnel deployed should be mentioned in the relevant work order / contract /copies / certificate from the client.

Authorized Signatory/Signature [In full and initials]:

Name and Title of Signatory:

(Organization Seal)

*[Handwritten initials]*

*[Handwritten Signature]*  
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## Form T5

(To be furnished in the technical proposal)

### Format for Power of Attorney for Signing of Proposal

(On a Stamp Paper of relevant value)

#### Power of Attorney

Know all persons by these presents, We.....(name and address of the registered office) do hereby constitute, appoint and authorize Mr / Ms.....(name and residential address) who is presently employed with us and holding the position of .....as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for Manpower Services at District health institutions of Balangir 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 \_\_\_\_\_ 2021

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.

  
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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 Gov. or blacklisted by any State Government or Central Government / Department / Organization in India from participating in Tenders as on the \_\_\_\_\_ (Date of advertisement). 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 ....., 2021

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

Name and Title of Signatory:

(Organization Seal)



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Balangir



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## 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 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 \_\_\_\_\_, 2021

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

Name and Title of Signatory:

(Organization Seal)

  
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# FORMATS

## 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

2. Form F2

Yes/No

  
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**FORM F-1**

(To be submitted with Financial Proposal)

To The Chief District Medical & Public Health Officer, Balangir  
Sub: **Request for Proposal for Manpower Services at Govt. Health Institutions**

Sir,

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

Encl: Schedule of Prices (Form F2)


Yours sincerely,

Authorized Signatory [*In full and initials*]:

Name and Title of Signatory:

Name of Agency: Address:

(Organization Seal)

  
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Balangir

**FORM F-2**  
(To be submitted with Financial Proposal)  
**PRICE SCHEDULE**

Name and Address of the Bidder:

Sl. No.	Particulars	Rate per day per person (Rs.)	Rate per Month (26 days) per person (Rs.)	Employer contribution towards P.F per person p.m(Rs.)	Employer contribution towards E.S.I per person p.m (Rs.)	Overhead profit margin / Service Charge per person p.m(Rs.)	Total Cost (excluding GST) per person p.m(Rs.)	Rate of GST	Total Cost (including GST) per person p.m(Rs.)	Other Tax if any pls. mention per person p.m (Rs.)	Total Cost per person p.m (Rs.)
1.	Unskilled Worker										
2.	Semi Skilled Worker										
3.	Skilled Worker										
4.	Highly Skilled Worker										
5.	Part Time Worker										

**Note:**

1. Minimum wages in conformity with minimum wages issued by Labour & ESI Department, Odisha.
2. Service Charge should not be quoted as NIL.
3. PI. mention the % of GST as applicable. Also, the details of Other Taxes, if any, are to be mentioned.
4. If there is an error in a total corresponding to the addition or subtraction of individual items, the item price shall prevail and the total shall be corrected.
5. The authority can ask for part time worker with fixed wages including all statutory dues.

Date:

Place:

Authorized Signatory

  
 Collector & DMD  
 Balangir

  
 CDM & PHO-Cum-DMD  
 Balangir

**AGREEMENT**

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

Reference:

(i) RFP Reference No \_\_\_\_\_ dated \_\_\_\_\_

(ii) Service provider's bid submitted dated \_\_\_\_\_

1. An agreement made on the \_\_\_\_\_ day of \_\_\_\_\_ 2021 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, Balangir, 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 to manage the 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 Pre-bid queries of the RFP reference no. cited above

The approved service provider shall be paid at the rate as offered by them in the financial proposal as mentioned below:

**Daily Wage Rate(including all statutory dues)**

- |                           |                     |
|---------------------------|---------------------|
| 1. Unskilled Worker:      | Rs. _____ + GST (%) |
| 2. Semi Skilled Worker:   | Rs. _____ + GST (%) |
| 3. Skilled Worker:        | Rs. _____ + GST (%) |
| 4. Highly Skilled Worker: | Rs. _____ + GST (%) |

- (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.

(d) 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 Manpower Service Operation.

#### 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 payment shall be paid on a monthly basis upon submission of **monthly bill** based on the calculation of daily wage with type of worker. The bills should be in the name of the authority of the District.

#### 5. Operational Parameter and Penalty


The successful bidder has to operate the manpower Services 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 including unattended calls. The amount of penalties set as per norms would be the sole discretion of the district authority.

#### 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 Authority for another two years based on satisfactory performance of the Service Provider.

#### 7. Schedule of Implementation

The agency is required to deploy all personnel within 30 days of signing the contract.

  
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**8. Termination /Suspension of Agreement**

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

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

- 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 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, 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 Balangir jurisdiction only.

In witness whereof the parties hereto have set their hands on the.....day of.....2021.

**Signature of the Approved Service Provider**

**Signature of CDM&PHO, Balangir**

**Date:**

**Date:**

**1. Witness**

**1. Witness**

**2. Witness**

**2. Witness**

CDM & PHO-Cum-DMD