

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

**TENDER CALL NOTICE FOR  
PROVIDING DOCTORS &  
SPECIALISTS**

No: 2682

Date: 23/11/23

Sealed tenders are invited from Company or Partnership Firm for **Providing Doctors & Specialists for different Govt. Health Institutions in Angul district, Odisha.** Details regarding eligibility criteria, terms & conditions and the formats of submission of tender (Technical & Price bid) may be downloaded from the website i.e. [www.angul.nic.in](http://www.angul.nic.in). The undersigned reserves the rights to reject any or all the tenders without assigning any reason thereof. The proposed date of opening of bidding documents/ finalization of the same may change in case of any emergency/exigency. The typographical error (if any) may be exempted.

Sd/-

Chief District Medical & Public Health Officer, Angul

*dmh*  
23/11/23

Chief District Medical &  
Public Health Officer  
DHH, Angul



**Request for Proposal (RFP) for Providing Doctors & Specialists  
for different Govt. Health Institutions in Angul district, Odisha**

RFP Ref. No: 2683

Date: 23/11/2023

Email: [cdmoang@gmail.com](mailto:cdmoang@gmail.com)  
CDM&PHO ,  
OFFICE OF THE CDM&PHO  
Angul: 759122

*Mt*  
23/11/23  
Chief District Medical Officer  
Public Health Officer  
DHH, Angul

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 Chief District Medical &  
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**BY AND BETWEEN CDM & PHO, Angul having its head office at Angul the CDM & PHO, Angul (hereafter called "Client") which expression shall, unless inconsistent with the context thereof, mean and include its successor and permitted assigns) and represented by of one part AND, accompany registered under the laws of India, with its registered office India (herein after called " " which expression shall, unless inconsistent with the context thereof, mean and include its successor and permitted assigns) and represented by Director of other part.**

*W. H. S. J.*  
**Chief District Medical Officer**  
**Public Health Officer**  
**DHH, Angul**

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28/11/23

**Chief District Medical &  
Public Health Officer  
DHH, Angul**

## A. DISCLAIMER

The information contained in this Request for Proposal document ("RFP") or any other information subsequently provided to Bidders, whatever bally or in documentary or any other form by or on behalf of the Client or any of its employees or advisers, is provided to the Bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Client to the prospective Bidders or any other person. The purpose of this RFP is to provide interested Bidders with information that may be useful to them in the formulation of their Proposals pursuant to the RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Client in relation to the Services. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Client, its employees or advisers to consider the objectives, and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidders is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Client accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Client, its employees and advisers make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or to rt, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense, which may arise from or be incurred or suffered on account of any thing contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this selection process.

The Client also accepts no liability of any nature whether resulting from negligence or otherwise however caused or arising from reliance of any Bidder upon the statements contained in this RFP. The Client may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the Client is bound to select a Bidder, as the case maybe, to provide the Services and the Client reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Bidder shall be arallits costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by

the client or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Bidder and the Client shall not be liable in any manner what so ever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Proposal ,regardless of the conduct or outcome of the selection process.

### B. ABBREVIATIONS

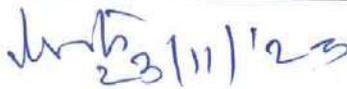
Sl. No.	Abbreviation	Description
1.	EMD	Earnest Money Deposit
2.	FY	Financial Year
3.	GSTIN	Goods and Service Tax India Number
4.	LoI	Letter of Intent
5.	LoA	Letter of Award
6.	LLP	Limited Liability Partnership
7.	NDA	Non-Disclosure Agreement
8.	NIT	Notice Inviting Tender
9.	QCBS	Quality-Cum-Cost Based Selection
10.	RFP	Request for Proposal

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23/11/23

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DHH, Angul**

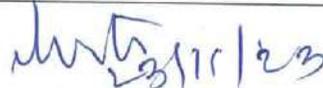
### C. DEFINITIONS

Sl. No.	Terms	Definition
1.	Contract Agreement	Contract Agreement means the Agreement to be signed by the Successful Bidder and CDM&PHO Angul.
2.	Bidder	Bidder means any firm or group of firms or companies offering the service(s) asked for in the RFP. The word bidder ,when used in the pre-award period shall be synonymous with bidder, and when used after intimation of successful bidder shall mean the successful bidder ,also called ' Vendor, Agency or Bidder', with whom CDM&PHO,Angul signs the Contract.
3.	Government	Government means the Government of India and Government of Odisha and Officer representing it.
4.	Date of Completion	The Date of Completion is the date for completion of the Contract or works ,set out in this RFP document, or any subsequently amended by CDM&PHO, Angul
5.	Works	The Works shall mean the works to be executed in accordance with the contract or part(s) there of as the case may be and shall include all extra or additional, altered works or temporary and urgent works as required for Performance of the contract.
6.	Late Bids	Late bids i.e.,bids received after the specified date and time of receipt will not be considered.
7.	SLA	The level of service and other performance criteria which will apply to the Services delivered by the successful bidder
8.	Services	Services means the work to be performed by the Successful bidder pursuant to this Contract, as detailed in the Scope of Work
9.	Rates/Prices	Rates/Prices means prices of supply of manpower quoted by the bidder in the Price Proposal submitted by him and/or Mentioned in the Contract
10	Party/Parties	Party means <u>Agency</u> or the bidder, as the case may be, and " Parties" means both of them CDM&PHO,Angul and the Agency.
11	Successful Bidder	Successful Bidder means whose bid to perform the Contract has been accepted by CDM&PHO, Angul and is named as such in the Letter of Intent (LoI).

  
 23/11/23  
**Chief District Medical &  
 Public Health Officer  
 DHH, Angul**

### D. BID DATA SHEET

Sl. No.	Particular	Details
1.	RFP Reference Number	-
2.	Name of the Purchaser	CDM &PHO, Angul
3.	Name of the Assignment	Request for Proposal (RFP) for Providing Doctors & Specialists for different Govt. Health Institutions in Angul district, Odisha
4.	Date of issue of RFP	Date: 23.11.2023
5.	RFP document available	Soft copy can be downloaded from the following website: <a href="http://www.angul.nic.in">www.angul.nic.in</a>
6.	Last date for submission of Queries for clarifications	Date: 30.11.2023 Time: 11:00AM Email:cdmoang@gmail.com
7.	Clarifications to Pre-Bid Queries by uploading in website	Date: 01.12.2023 website: <a href="http://www.angul.nic.in">www.angul.nic.in</a>
8.	Last date and time for submission of Proposals ( <b>Proposal Due Date</b> )	Date: 07.12.2023 upto 5:00 PM
9.	Address for Submission of Proposals	Mode of Submission: <b>Speed Post/ Registered Post/ Courier</b> Address: - CDM & PHO O/o The CDM&PHO, Angul-759122
10.	Place, Date and time of opening of Proposals ( <b>Packet- I</b> )	Place: <b>O/O CDM&amp;PHO Angul</b> Date: 08.12.2023 at 11:00AM
11.	Place, Date and time of opening of Technical Bid ( <b>Packet- II</b> )	Place: <b>O/O CDM&amp;PHO Angul</b> Date: 08.12.2023 at 11:00AM
12.	Place, Date and time of opening of Price Proposal ( <b>Packet- III</b> ) (Only of those bidders who have qualified in the technical evaluation stage)	Place: <b>O/O CDM&amp;PHO Angul</b> Date & Time: Will be communicated later to the technically qualified bidders at Email ID provided by bidders.

  
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Sl. No.	Particular	Details
13.	Non-Refundable Tender Fee	INR 10,000 (Ten thousand) only as a DD drawn on any nationalized Bank in favour of CDM&PHO payable at <u>Angul</u> in prescribed format mentioned herein from nationalized bank. However, companies having MSME certification are Exempted from EMD.
14.	Earnest Money Deposit (EMD)	INR1,00,000 (One Lakh) only as a DD drawn on any nationalized Bank in favour of CDM&PHO payable at <u>Angul</u> in prescribed format mentioned herein from nationalized bank. However, companies having MSME certification are Exempted from EMD.
15.	Bid Validity Period	180days from the Proposal Due Date
16.	Method of Selection	Three stage evaluation process comprising of: <ul style="list-style-type: none"> <li>• Pre-Qualification Evaluation,</li> <li>• Technical Evaluation, and</li> <li>• Price Evaluation</li> </ul> The selection of the successful bidder shall be based on QCBS Method
17.	Point of Contact from <u>CDM&amp;PHO Angul</u> regarding RFP	O/o The CDM&PHO Angul Contact No : 9439981331 Email: cdmoang@gmail.com

CDM&PHO Angul may extend this tender schedule for any other administrative reason. Applicant has to send the bid document via Post /Courier and ensure the bid document shall be reached on or before the schedule date of tender mentioned in Bid Datasheet. Tendering authority is not responsible for any postal / courier service delay.

*Handwritten signature and date: 28/11/23*

**Chief District Medical &  
Public Health Officer  
DHH, Angul**

## 1. SECTION I: LETTER OF INVITATION

### RFP Notice

This RFP document is being published by the CDM &PHO Angul for "selection of agency for Providing Services of Manpower for Providing Doctors & Specialists for different Govt. Health Institutions in Angul district, Odisha." for a period of one year liable to extended further by CDM&PHO Angul.

This RFP documents (non-transferable) for above mentioned work shall be issued from 23.11.2023 to 07.12.2023 in website specified in the Bid Datasheet. RFP document can be downloaded from the website www.angul.nic.in specified in the Bid Datasheet. **Bidders are required to submit the cost of the RFP document along with Bid document as mentioned in the Bid Datasheet, failing which the proposal shall be summarily rejected.**

1. A bidder will be selected under **QCBS** procedure as prescribed in the RFP Document.
2. Interested bidders fulfilling eligibility conditions as mentioned in this RFP can submit their proposals through **speed post/registered post/courier** only.
3. The proposal should be submitted in three parts as follows:

Part 1: Pre-Qualification – Envelope -A

Part2: Technical Proposal–Envelope -B

Part 3: Financial Proposal- Envelope –C

Evaluation of the proposals shall be made as per the evaluation criteria mentioned in the RFP prior to opening of financial proposal.

4. Pre-qualification – Envelop-A, Technical proposal Envelope-B and Price Proposal Envelope-C) must be submitted with all pages numbered serially, along with an index of submission. In the event, any of the instructions mentioned herein have not been adhered to the Client may reject the Proposal.
5. **The proposal, complete in all respect as specified in the RFP Document, must be accompanied with a Non-refundable Bid Document Fee and a Refundable EMD of paid as prescribed in the RFP failing which the bid will be rejected.**
6. The last date and time for submission of proposal, complete in all respect, is as per the Bidder Data Sheet and the date of opening of the technical proposal is mentioned, which will be done in the presence of the bidder's representative at the specified address ( CDM&PHO, O/o The CDM&PHO, Angul: 759122) as mentioned in the Bidder Data Sheet. Representatives of the bidders may attend the meeting with due authorization letter on behalf of the bidder.
7. This RFP includes the following sections:

*23/11/23*

**Chief District Medical &  
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DHH, Angul**

- Letter of Invitation[Section-I]
  - Instruction to Bidders[Section-II]
  - Preparation and Submission of Proposals[Section-III]
  - Evaluation of Proposals[Section-IV]
  - Annexures [Section-V]  
[Bid Submission Checklist & Performance Bank Guarantee Format and any other relevant assignment related to be provided]
  - Draft Contract[Section-VI]
8. While all information/data given in the RFP are accurate with in the consideration of scope of the proposed assignment to the best of the Client's knowledge, the Client holds no responsibility for accuracy of information, and it is the responsibility of the bidder to check the validity of information/data included in this RFP. The Client reserves the right to accept/reject any /all proposals/cancel the entire selection process at any stage without assigning any reason thereof.

#### Brief Scope of Work

The CDM &PHO Angul requires the services of reputed, well established and financially sound Manpower Service Providers to provide services of skilled and compassionate Medical Doctors with 2-3 years of experience on contract basis for day-to-day clinical work. The selected bidder(s) are requested to provide dedicated professionals with an MBBS, MD (General Medicine, Pediatric, Gynae&Obs, Eye , Radiology) or MS (General Surgery) degree to join the team and provide high-quality medical care to the local community. The contract for providing the aforesaid manpower is likely to commence from December, 2023. The contract shall remain valid for a period of one year. The period of the contract may be further extended for 1 year based on the performance of the supplied resources and selected agency. If any, deficiency in service or substandard quality of manpower deployed by the selected Service Provider or because of change in the requirements of CDM&PHO Angul. The CDM& PHO Angul however, reserves right to terminate this contract at any time after giving one month notice to the selected Service Provider.

*Handwritten signature*  
23/11/23  
Chief District Medical &  
Public Health Officer  
DHH, Angul

## 2. SECTION II: INSTRUCTION TO BIDDERS

### General Information and Guidelines

1. All the bidders are requested to kindly go through the scope of work, time schedule and terms and conditions including all the provisions of this RFP document and submit their proposal accordingly.
2. Bidders shall provide all the information as per this RFP document and in the specified formats.
3. The Successful Bidder will be selected through QCBS method (70% Technical Evaluation and 30 % Price Proposal).
4. Agency who meets the eligibility requirements in terms of this RFP document are eligible to submit proposal in response to this RFP document.
5. No bidder shall submit more than one proposal for the project.
6. Earnest Money Deposit (EMD) and Tender Fee are to be submitted with technical proposal, without which tender will be considered as incomplete and shall be liable for rejection of the proposal.
7. The successful bidder shall be required to, inter alia: (a) enter in to the agreement, (b) adhere to the provisions of the agreement so entered into, and (c) implement the project in accordance with the terms and conditions of the said agreement.

### Earnest Money Deposit (EMD)

1. All bidders shall furnish, as part of its Pre-Qualification Bid, Earnest Money Deposit / Bid Security amounting to Rs. 1,00,000 (One Lakh). Bids without this Bid Security/ EMD will be rejected.
2. Unsuccessful bidder's Bid security will be discharged or returned within sixty (60) days after the expiration of the period of Bid validity prescribed.
3. The successful bidder's Bid security will be released upon the bidder signing the Contract Agreement, and they should furnish the Performance Bank Guarantee (PBG) Security of 3% of the contract value and validity till closure of the project.
4. The bidder(s) with a valid MSME registration certificate shall be exempted from EMD under this RFP.

### Eligible Bidders

The bidders eligible for participating in the bidding process shall be a business entity incorporated under the Companies Act, 1956/2013 or LLP firm under LLP provisions 2008.

### Number of Proposals

Each bidder shall submit only one (1) proposal in response to this RFP document. Any entity, which submits or participates in more than one proposal, will be disqualified.

### Verification of Documents

The CDM & PHO, Angul reserves the right to verify all statements, information and documents submitted by the bidder in response to this RFP document. Failure of same to undertake such verification shall not relieve the Bidder of its obligations or liabilities here under to submit true and correct information, nor will it affect any rights of the 1<sup>st</sup> Party (CDM&PHO Angul).

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23/11/23  
Chief District Medical &  
Public Health Officer  
DHH, Angul

## Currency

The currency for the purpose of the proposal shall be the Indian Rupee(INR).The conversion to Indian Rupees shall be based on the closing exchange rate published by the Reserve Bank of India as on fifteen days prior to bid due date. In all such cases, the original figures in the relevant foreign currency and the Indian Rupee equivalent thereof must be given. The exchange rate applied shall be clearly stated.

## Language of Proposals

The proposal and all related correspondence exchanged between the bidder and the Client shall be written in the **English** language. Supporting documents and printed literature that are part of the proposal may be in another language provided they are accompanied by an accurate translation of the relevant passages in English with self-certification for accuracy, in which case, for the purposes of interpretation of the Proposal, the translated version shall govern.

## Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its proposal. The client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. A bidder is not allowed to submit more than one proposal under the selection process. Alternate bids are also not allowed.

## Pre-Proposal Queries

Bidders can submit their queries in respect of the RFP and other details if any to CDM & PHO, Angul through e-mail at [cdmoang@gmail.com](mailto:cdmoang@gmail.com) till the timeline as per Bid Data Sheet. Clarifications to the above will be either uploaded on website [www.angul.nic.in](http://www.angul.nic.in) or clarified through email to the respective bidders for the purpose of preparation of proposal.

All correspondence/ enquiries/ request for clarifications should be submitted in the format as specified in **Annexure-8** to the point of contact from CDM & PHO, Angul and as specified in the Bid Datasheet in writing by e-mail and should have the following as **subject**:

Queries/Clarification regarding RFP for

**Providing Doctors & Specialists for different Govt. Health Institutions in Angul district, Odisha.**

CDM & PHO, Angul shall endeavor to respond to the queries raised or clarifications sought by bidders. However, CDM & PHO, Angul reserves the right not to respond to any query or provide any clarification ,in its sole discretion, and nothing in this clause shall be construed, taken or read as compelling or requiring CDM & PHO, Angul to respond to any query or to provide any clarification.

*Handwritten signature*  
23/11/20

Chief District Medical &  
Public Health Officer  
DHH, Angul

### Validity of the Proposal

Proposals shall remain valid for a period of **180** (One hundred eighty days) from the date of opening of the technical proposal. The Client reserves the rights to reject a proposal valid for a shorter period as non-responsive and will make the best efforts to finalize the selection process and award of the contract within the bid validity period. The bid validity period may be extended on mutual consent.

### Disqualification of Proposal

The proposal is liable to be disqualified in the following cases as listed below:

- Proposal submitted without Bid Document Fee & EMD as applicable.
- A bidder submits more than one proposal for this RFP, all such proposals shall be rejected, and the bidder shall be disqualified from this bid process.
- Proposal not submitted in accordance with the procedure and formats as prescribed in the RFP.
- During validity of the proposal ,or its extended period, if any, the bidder increases his quoted prices
- Proposal is received in incomplete form
- Proposal is received after due date and time for submission of bid.
- Proposal is not accompanied by all the requisite documents/information
- A Price Proposal submitted with assumptions, conditions or uncertainty.
- Bids with any conditional technical and financial offer
- If the bidder provides any assumptions in the Price Proposal or qualifies the Price Proposal with its own conditions, such proposals will be rejected even if the commercial value of such proposals is the lowest/best value
- Proposal is not properly sealed or signed
- Proposal is not conforming to the requirement of the Scope of Work of the assignment.
- Bidder tries to influence the proposal evaluation process by unlawful/corrupt/fraudulent means at any point of time during the bid process
- If, any of the bid documents (including but not limited to the hard and soft /electronic copies of the same, presentations during evaluation, clarifications provided by the bidder) excluding the commercial bid, submitted by the bidder is found to contain any information on price, pricing policy, pricing mechanism or any information indicative of the commercial aspects of the bid;
- Bidders or any person acting on its behalf indulges in corrupt and fraudulent practices
- Any other condition/situation which holds the paramount interest of the Client during the overall selection process.

### Conflict of Interest

Conflict of interest exists in the event of:

1. The bidder or any members and/ or partners associated with the project shall hold the CDM & PHO, Angul interests 'paramount ,without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.
2. Agency not to Benefit from Commissions, Discounts: The payment of the agency shall constitute the only payment in connection with this Contract or the Services, and the

  
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agency shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the agency shall use their best efforts to ensure that the personnel and agents or either of them similarly shall not receive any such additional payment during the entire project agreement period.

3. Prohibition of Conflicting Activities: The agency shall not engage, and shall cause their personnel, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.
4. A bidder shall not have a conflict of interest that may affect the selection process of selection of agency for providing services of Manpower for the CDM & PHO, Angulin Odisha. Any bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, CDM & PHO, Angul shall forfeit the Performance Security, if available, as mutually agreed genuine pre-estimated compensation and damages payable to CDM & PHO, Angul for, inter alia, the time, cost and effort of the agency including consideration of such bidder's / agency's proposal, without prejudice to any other right or remedy.
5. The bidder shall furnish an affirmative statement as to the absence of, actual or potential conflict of interest on the part of the bidder due to prior, current, or proposed contracts, engagements, or affiliations with CDM & PHO, Angul. Additionally, such disclosure shall address all potential elements, which would adversely impact the ability of the bidder to complete the requirements as given in the RFP.

#### Anti-corruption Measure

1. Any effort by Bidder(s) to influence the Client in the evaluation and ranking of financial proposals, and recommendation for award of contract, will result in the rejection of the proposal.
2. A recommendation for award of Contract shall be rejected if it is determined that the recommended bidder has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question. In such cases, the Client shall blacklist the bidder either indefinitely or for a stated period of time, disqualifying it from participating in any related bidding process for the said period.

#### Opening of the proposal:

1. Completed proposal must be submitted on or before the time and date stated in the Data Sheet.
2. Opening of Proposals will be done at place specified in Bid Data Sheet.
3. The Financial Proposal will be opened for the shortlisted applicants who qualify for financial opening as per RFP. The date of opening of Financial Proposal will be notified later.

*Jmt*  
23/11/23  
Chief District Medical &  
Public Health Officer  
DHH, Angul

### 3. SECTION III: PREPARATION AND SUBMISSION OF PROPOSALS

#### Preparation and Submission of Proposal:

1. Detail RFP may be downloaded from (Website) and the Application should be submitted **offline mode – Physical only** addressed to CDM&PHO, O/o the CDM&PHO Angul - 759122, India on or before the last date of submission mentioned in the bidder data sheet.
2. The proposal should be submitted in original sealed with proper outer envelopes respectively and packed as one single bid as follows:
  - **Complete Bid Envelope**
    - **Original Outer Envelope**
      - EnvelopeA:Part1:Pre-Qualification
      - EnvelopeB:Part2:Technical Proposal
      - EnvelopeC:Part3:FinancialProposal
3. In case the Technical Proposal Envelope has the Price Proposal ,the bid would be summarily rejected.
4. Evaluation of the proposals shall be made as per the evaluation criteria mentioned in the RFP prior to opening of financial proposal.
5. Each page should be page numbered and in confirmation to the eligibility qualifications and clearly indicated using an index page. The Client will not consider any proposal that arrives after the deadline as prescribed in the Bidder Data Sheet. Any Proposal received after the deadline will be out rightly rejected by the Client.

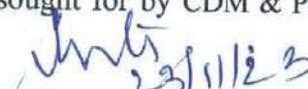
*Any deviation from the prescribed procedures /information/formats/conditions shall result in out-right rejection of the proposal. All the pages of the proposal must be sealed and signed by the authorized representative of the bidder. Bids with any conditional offer shall be out rightly rejected. All pages of the proposal must have to be sealed and signed by the authorized representative of the bidder. Any conditional bids will be rejected.*

#### Proposal Due Date

1. The proposal should be submitted on or before the proposal due date mentioned in the Bid Datasheet in the manner and form as detailed in this RFP document.
2. CDM & PHO, Angul may extend the proposal due date by issuing an Addendum in accordance with Clause 3.3.

#### Modification and Withdrawal of Proposal

1. The bidder may modify, substitute or withdraw its proposal after submission, provided that written notice of the modification, substitution or withdrawal is received by CDM & PHO, Angul prior to the proposal due date. No Bid shall be modified, substituted or withdrawn by the bidder on or after the proposal due date.
2. The modification, substitution or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with Clause 3.3 with the envelopes being additionally marked "Modification", "Substitution" or "Withdrawal" as appropriate.
3. Any alteration/modification in the proposal or additional information supplied subsequent to the proposal due date, unless the same has been expressly sought for by CDM & PHO, Angul, shall be disregarded.

  
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DHH, Angul

#### Termination of RFP Process

1. CDM & PHO, Angul may terminate the RFP process at any time without assigning any reason. CDM & PHO, Angul makes no commitments, express or implied, that this process will result in a business, transaction with anyone.
2. This RFP document does not constitute an offer by CDM & PHO, Angul .

#### Clarifications Sought by CDM & PHO, Angul

1. To assist in the process of evaluation of proposals, CDM & PHO, Angul may, at its sole discretion, ask any bidder for any clarification with respect to its proposal.
2. There quest for clarification and the response shall be communicated **by email only**.
3. The bidder in such cases would need to provide the requested clarification/documents promptly and within such timeframe as specified by CDM & PHO, Angul
4. No change in the substance of the proposal would be permitted by way of such clarifications.

#### Amendment of the RFP Document

At any time before submission of proposals, the Client may amend the RFP by issuing an addendum at <https://www.angul.nic.in> Any such addendum will be binding on all the bidders. To give bidders reasonable time in which to take an addendum into account in preparing their proposals, the client may, at its discretion, extend the deadline for the submission of the proposals.

#### Client's right to accept any proposal and to reject any or all proposal(s)

The Client reserves the right to accept or reject any proposal, and to annul or amend the bidding /selection / evaluation process and reject all proposals at any time prior to award of contract award, without assigning any reason thereof and there by incurring any liability to the bidders.

#### Late Submission of Proposals

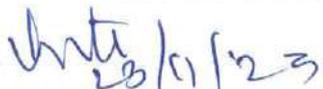
Any proposal received by CDM & PHO, Angul after the deadline for submission of proposals specified in Bid Data sheet, will not be considered and shall be rejected.

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23/11/23  
Chief District Medical &  
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DHH, Angul

#### 4. SECTION IV: EVALUATION OF PROPOSAL

##### Evaluation of Proposal

1. The evaluation of proposal shall be done on Quality cum Cost Based Selection (QCBS) method with **70 % weightage to Technical Evaluation Score and 30 % weightage to Financial Evaluation Score.**
2. The proposals shall be evaluated by CDM & PHO, Angul/ Committee .CDM & PHO, Angul May appoint any external agency/ consultants to assist it in evaluation of the Proposals.
3. The evaluation of the proposals shall be carried out in the following stages:
  - a. **Stage I**– Evaluation of –Eligibility documents(Pre-qualification) of the bidders.
  - b. **Stage II**–Evaluation of Technical Proposals of the bidders who have qualified in “Stage I” evaluation.
  - c. **Stage III**–Opening of Price Proposal of the bidders who have qualified in“ **Stage II**” Evaluation.
  - d. **Stage IV**–Combined Evaluation of Technical proposal and Price Proposals of the bidders.
4. In each stage of evaluation, the respective proposals shall be first checked for responsiveness with the requirements of this RFP document. CDM & PHO, Angul reserves the right to reject the proposal of a bidder if the contents of the proposal are not substantially responsive with the requirements of this RFP document.
5. In **Stage I & II** of Proposal Evaluation, the proposal submitted by the bidders shall be checked for EMD, Tender Fee, meeting the eligibility qualification criteria specified in this RFP document and other technical criteria set out in this RFP document. Bidders securing at least **70 marks out of 100 marks** shall only be eligible for Price Proposal opening.
6. Bidders shall be required to setup a proposed device demonstration to the Technical Committee of CDM & PHO, Angul which shall be part of technical evaluation.
7. In **Stage III**, the Price proposal of the bidders who have qualified in the **Stage II** Technical Evaluation would be opened and evaluated as per the criteria set out in this RFP document.
8. In **Stage IV**, the Combined Evaluation of Technical Proposal and Price Proposal of the bidders would be evaluated as per the criteria set out in this RFP document.

  
28/01/23  
**Chief District Medical &  
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DHH, Angul**

### Evaluation of Pre-Qualification Criteria

Before opening and evaluation of the Technical Proposal, Bidder's eligibility qualification would be evaluated to assess the incompliance to the following pre-qualification criteria, Bidder failing to meet these criteria or not submitting requisite proof for supporting pre-qualification criteria is liable to be rejected at the "Stage I" level.

**The eligibility qualification proposal of the bidder's shall be evaluated for meeting the Pre-qualification criteria based on the parameters listed below:**

Table-1:Pre-QualificationCriteria:

Sl. No.	Basic Requirement	Qualification Criteria	Documents to be submit
1.	Legal Entity	The bidders should be: a) A company registered under the Indian Companies Act, 1956/2013 or Partnership firm under LLP provisions 2008, b) Should be registered under GST Act	<ul style="list-style-type: none"><li>• Certification of incorporation</li><li>• Partnership Deed in case of partnership firm and Articles of Association in case of limited company.</li><li>• Certificate of Registration for GST.</li></ul>
2.	Annual Turnover	The bidders must have an average annual turnover <b>at least Rs. 10 Crores</b> during any one of the last three completed financial years ( FY 20-21, FY 21-22 and FY22-23) <b>However , the average turnover in the past 3 years should be Rs5Crores.</b>	<ul style="list-style-type: none"><li>• Audited Financial Statements for last 3 financial years of Bidders</li><li>• Certificate from the Statutory Auditor / Chartered Accountant clearly specifying the average annual turnover of the Bidder for the specified years</li><li>• Financial Statement as per Annexure 4.</li></ul>

*Handwritten signature and date:*  
23/11/23

**Chief District Medical &  
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DHH, Angul**

3.	Net Worth	Bidder must have Positive net worth of <b>Rs1.00 crore or more</b> during each last three completed financial years (FY 20-21, FY 21-22 and FY22-23)	<ul style="list-style-type: none"> <li>• Certificate from the Statutory Auditor / CA clearly specifying the net worth of the firm.</li> <li>• Audited and Certified Balance Sheet and Profit/Loss Account of last five Financial Years should be enclosed</li> <li>• Financial Statement as per Annexure-4</li> </ul> <p>In case Chartered Accountant certificate is submitted the said certificate also need to be counter signed by authorized Signatory of the bidder.</p>
4.	Experience of bidders	<p>The bidders should have provided services of similar category of manpower (in any Central/ State Government Department or Central/State Public Sector Units (PSUs) or any other Government (Central / State/ PSU/ ULBs/Smart Cites) in India in last three(3) years on the due date of proposal submission (without considering due date extension).</p> <ul style="list-style-type: none"> <li>• 1 similar work=20Lakhs or</li> <li>• 2 similar work =12 Lakhs each project value or</li> <li>• 3 similar work = 7 Lakhs each project value</li> </ul>	<ul style="list-style-type: none"> <li>• Work Order Copy</li> <li>• Case study as per provided format in Annexure-5 and Annexure-6</li> </ul>
5.	Non-Blacklisted Undertaking	Self-declaration by the bidders confirming that they have not been blacklisted by any Central / State Government Department or Central/State Public Sector Undertakings (PSUs) or any Other Government(Central/ State/PSU/ULBs/Smart Cites)	Self-declaration by the bidder signed by the authorized signatory

  
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 DHH, Anantnagar

		Organization in India as on proposal due date.	
6.	Power of Attorney	Power of Attorney in favor of person who has signed the Tender documents.	Bidder's Authorization Certificate (Must be on non-judicial Stamp Paper of Rs. 100)
7.	Local Office in Odisha	The bidders should have Local office in Odisha.  If bidder doesn't have existing Local office in Odisha, it should open the Local Office in Odisha within 30 days from date of Signing of contract.	<ul style="list-style-type: none"> <li>• Proof of the Local Office (Rental Agreement/Utility bill etc.) in Odisha.</li> <li>or</li> <li>• Self-declaration from authorized signatory to open the local in Odisha within 30daysfromdate of Signing of contract.</li> </ul>
8.	Tender Fee	Tender Fees as specified in Bid Datasheet	Inform of DD infavorof CDM&PHO Angul.
9.	Additional Documents	<ul style="list-style-type: none"> <li>• Valid PAN Number &amp; Income Tax Return for the FY 20-21, FY 21-22 and FY 22-23</li> </ul>	Copy to be enclosed

**Note:**

- Only those bidders who meet all the above criteria shall be considered for further evaluation of their technical proposal.
- **Change in Eligibility Criteria:** If there is a change in the status of the bidder with reference to any of the eligibility criterion specified above, during the bid process till the award of the project ,the bidder shall immediately bring the same to the notice of CDM & PHO, Angul. CDM & PHO, Angul reserves right to take necessary action as it deems fit in such cases.
- The bidder shall be disqualified, and its bid shall be rejected if any details related to commercial bid are provided in this packet.

*[Signature]*  
28/5/23  
**Chief District Medical &  
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DHH, Angul

**Evaluation of Technical Proposal**

The Technical Proposal will be opened for those bidders who are qualified in the pre-qualification round. The CDM & PHO, Angul or its designated agencies/committee will evaluate the technical proposal of the bidders on the basis of their responsiveness to this RFP.

**Evaluation Parameter for Technical Proposal**

The Technical Proposal of the Bidder will be analyzed and evaluate, and the technical proposal score (TS) shall be assigned to each bid based on following evaluation matrix.

**Technical Bid Score:** The Technical Proposal Score (TS) of the Bidder shall be derived as under:

$$TS = (TM / TH) \times 100$$

where, .....

TS is the Technical Bid Score

TM=Total Technical Proposal marks of the bidder under consideration.

TH=Highest Total Technical Proposal marks amongst all evaluated proposals.

The **Technical Proposals** of the bidders shall be evaluated based on the parameters listed in the table below:

*Table-2: Technical Qualification Criteria:*

Sl. No.	Qualification Criteria	Section Marks	Documents to be Submit								
1.	<p>The bidders must have an average annual turnover <b>at least Rs. 10 Crores</b> during any one of the last three completed financial years ( FY 20-21, FY 21-22 and FY22-23) <b>However , the average turnover in the past 3 years should be Rs 5Crores.</b></p> <table border="1" data-bbox="238 1305 808 1670"> <thead> <tr> <th>Average Annual Turn over in last 3 Financial years</th> <th>Marks Allocated</th> </tr> </thead> <tbody> <tr> <td>&gt;Rs. 7 Crores</td> <td>30</td> </tr> <tr> <td>&gt;Rs 5 Crores&lt;=Rs 7 Crores</td> <td>15</td> </tr> <tr> <td>&lt;=Rs 5 Crores</td> <td>0</td> </tr> </tbody> </table>	Average Annual Turn over in last 3 Financial years	Marks Allocated	>Rs. 7 Crores	30	>Rs 5 Crores<=Rs 7 Crores	15	<=Rs 5 Crores	0	30	<ul style="list-style-type: none"> <li>• Audited Financial Statements for last 3 financial years of Bidder</li> <li>• Certificate from the Statutory Auditor / Chartered Accountant clearly specifying the average annual turnover of the Bidder for the specified years.</li> <li>• Financial Statement as per Annexure 4.</li> </ul>
Average Annual Turn over in last 3 Financial years	Marks Allocated										
>Rs. 7 Crores	30										
>Rs 5 Crores<=Rs 7 Crores	15										
<=Rs 5 Crores	0										

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**Chief District Medical Officer  
Public Health Officer  
DHH, Angul**

Sl. No.	Qualification Criteria	Section Marks	Documents to be Submit								
2.	<p>The bidder must have a positive Average Net Worth during the last three completed financial years FY 20-21, FY 221-22 and FY 22-23)</p> <table border="1"> <thead> <tr> <th>Average Networth of last 3 Financial years</th> <th>Marks Allocated</th> </tr> </thead> <tbody> <tr> <td>&gt;Rs. 1.50 Crores</td> <td>10</td> </tr> <tr> <td>&gt;Rs 1.00 Crores &lt;=Rs 1.50 Crores</td> <td>5</td> </tr> <tr> <td>&lt;=Rs 1 Crores</td> <td>0</td> </tr> </tbody> </table>	Average Networth of last 3 Financial years	Marks Allocated	>Rs. 1.50 Crores	10	>Rs 1.00 Crores <=Rs 1.50 Crores	5	<=Rs 1 Crores	0	10	<ul style="list-style-type: none"> <li>• Certificate from the Statutory Auditor / CA clearly specifying the net worth of the firm.</li> <li>• Audited and Certified Balance Sheet and Profit/Loss Account of last five Financial Years should be enclosed</li> <li>• Financial Statement as per Annexure 4.</li> </ul>
Average Networth of last 3 Financial years	Marks Allocated										
>Rs. 1.50 Crores	10										
>Rs 1.00 Crores <=Rs 1.50 Crores	5										
<=Rs 1 Crores	0										
3.	<p>The bidders should have supplied similar category of manpower (in any Central/ State Government Department or Central/State Public Sector Units (PSUs) or any other Government (Central/State/PSU/ ULBs/Smart Cities) in India in last three (3) years on the due date of proposal submission (without considering due date extension).</p> <ul style="list-style-type: none"> <li>➤ &gt;100 number of manpower =30 marks</li> <li>➤ &gt;75 numbers of manpower and &lt;=100 number of manpower = 25 marks</li> <li>➤ &gt;50 numbers of manpower and &lt;=75 number of manpower = 20 marks</li> </ul> <p><b>Similar category of man power:</b> Doctors, Nursing Staff, Surgeons, etc.</p>	30	<ul style="list-style-type: none"> <li>• Work Order Copy</li> <li>• Case study as per provided Annexure-5 and Annexure 6</li> </ul>								
4.	<p>The bidders should have similar category of manpower on its payroll as on proposal submission due date.</p>	20	<ul style="list-style-type: none"> <li>• Certificate from HR Department for number of technically qualified professionals employed by the company (CDM &amp; PHO Angul has the right to verify the same by any mode)</li> </ul>								
5.	<p>If bidder supplied similar category of Manpower for any Govt. Department/ PSUs/ ULBs/Smart Cities in Odisha. 2(two) projects: 10marks</p>	10	<ul style="list-style-type: none"> <li>• Work Order Copy</li> <li>Case study as per provided Annexure-5 and Annexure-6</li> </ul>								

  
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 Public Health Officer  
 DHH, Angul

Sl. No.	Qualification Criteria	Section Marks	Documents to be Submitted
	1(one)project:5 marks else"0" Zero		

The bidder must submit all certified and authenticated documentary proof for meeting the qualification criteria and technical qualified bidders shall be considered for opening of their price proposal. Technically qualified bidders have no right to claim for award of the work. CDM & PHO, Angul reserves the right to cancel or award the work to any party/ Tenderers.

#### Evaluation of Price Proposal

In this stage, the price proposal of the bidder, who are technically qualified after Technical Qualification shall be opened. Formula to determine the scores for the Financial Bids shall be as follows.

$$FS=(FL/F) \times 100$$

Where,

FS=the Financial Score of Price submitted under consideration. FL = the total value of the lowest Commercial Bid under consideration.

F=the total price quoted by bidder in the bid under consideration.

The Price Proposal Evaluation shall happen as per above given formula.

The price proposal of the technically shortlisted bidders, who have met the requirement of qualifying Score, will be opened at a date and time notified by CDM & PHO, Angul

opened in the presence of such bidder's representatives who choose to attend opening of the price proposals.

- Bidder's representatives attending the price proposal opening shall bring an authorization letter from the bidder and signature to evidence their presence.
- The price proposal shall be evaluated on the basis of the composite price proposal Value, as per format mentioned in this RFP.
- All the prices are to be entered in Indian Rupees only.
- The Price Proposal should be inform at mentioned in Annexure 9
- Anybidwhichdoesnotconformtotheformatsprescribedshallbedisqualified.
- Prices in any form or by any reason before opening the price proposal shall not be revealed, failing which the offer shall be liable for rejection.
- Any conditional bid is liable for rejection.

*[Handwritten Signature]*  
23/11/23  
Chief District Medical &  
Public Health Officer  
DHH, Angul

Price Proposal Format

Price Proposal					
Sl. No.	Manpower details	No. of Manpower	Duration in months	Per resource rate	Total Amount in INR (Exclusive of Taxes)
A	B	C	D	E	F=(Cx Dx E)
1.	General Duty Medical Officers(MBBS with 2-3 Yrs .of experience)	18	—		
2.	Consultants (MBBS+MD/MS with work experience)	24	—		
<b>Doctors &amp; Specialist Total = 42</b>					
<b>Service Charges (Not below the rate as per the Office Memorandum No. 19595 dated 11.07.2023 of GoO Finance Deptt.)</b>					
<b>Sum Total Including Service Charge (Doctors &amp; Specialist Total)=42</b>					
<b>Total in Word: Forty-two only</b>					

Matrix for the requirement of consultants:

S. No.	Speciality	Number of Consultants
1	Medicine	3
2	Surgery	3
3	Obs&Gynae	3
4	Paediatric	3
5	Anaesthesia&CriticalCare	2
6	Eye Specialist	1
7	Orthopedic	1
8	Radiology	1
9	ENT	1
10	Dermatology	1
11	Psychiatry	1
12	Pathology	1
13	Medical Microbiologist	1
15	Pulmonary Medicine	1
16	Sonologist	1

*[Signature]*  
23/0/23  
Chief District Medical &  
Public Health Officer  
DHH, Angul

- Prices quoted by the bidder shall remain firm during the entire contract period and not subject to variation on any account except any changes in Govt. Taxes, etc.
- **Errors and Rectification:** If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, amount in words shall prevail.

#### Combined Evaluation of Technical and Financial (QCBS Method)

In this Stage, Preferred bidder shall be identified through following approach:

Technical Score shall be given 70 % weight age in total score and Financial Score shall be given 30 % weight age in total score as described below:

4.1.1. The Total score of the Bidder will be determined as under:

$$4.1.1.1. \text{ Total Score}(T)=(0.7 \times \text{TS})+(0.3 \times \text{FS})$$

The bid of the bidder, who obtains the highest T value, will be rated as the Most Responsive Bid. In the event of the same T score of bidders, the bid with the highest technical score (TS) will be rated as the most responsive bid. Beyond that, Bid Evaluation Committee will decide the matter in its full discretion. CDM & PHO, Angul will have the right to discuss with the successful bidder. The decision of the CDM & PHO, Angul shall be final and binding on the bidders.

#### Rounding off

All calculations shall be in the metric system and calculations done up to 2 (two) decimal places, with the third digit of 5 (five) or above being rounded up and below 5 (five) being rounded down. In case of money calculations, where such amounts shall be rounded off to the nearest INR.

#### Notification

On declaration of successful bidder by CDM & PHO, Angul, CDM & PHO, Angul shall issue Letter of Intent (LoI) to Successful bidder. Within 1 week from date of receipt of LoI from CDM & PHO, Angul Successful bidder shall be required to submit Letter of Acceptance.

#### The CDM & PHO, Angul Right to Accept or Reject Proposal

CDM & PHO, Angul reserves the right to accept or reject any bids, and to annul the bidding process and reject all bids at any time prior to Award of Contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the CDM & PHO, Angul action. If bids received Are deemed as exceptionally unreasonable as the prevailing market rates CDM & PHO, Angul may reject all the bids or annul the bidding process.

#### Confidentiality

Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the bidders who submitted the proposals or to other persons not officially concerned with the process, until the publication of the award of contract. The undue use by any personal of confidential information related to the process may result in rejection of its proposal and may be subject to the provisions of the client's antifraud and corruption policy.

### Acknowledgment of Letter of Intent (LoI)

1. On declaration of successful bidder by CDM & PHO, Angul, CDM & PHO, Angul shall issue the Letter of Award (LoA) to successful bidder.
2. Within seven(7) days from the date of issue of the LoI ,the successful bidder shall accept the LoI and shall be submit Letter of Acceptance.
3. The successful bidder shall execute the Agreement within fifteen (15) days of the date of issue of LoI or within such other period as may be communicated by CDM & PHO, Anguland furnishing of Performance Security by the successful bidder.
4. CDM & PHO, Angulmay notify other bidders that their proposals have been unsuccessful and Bid Security Declaration is valid till the signing of the Contract with the successful bidder.

### Signing of Contract

1. CDM & PHO, Angulnotification to the successful bidder by way of Letter of Intent, the acceptance of the LoI through the Acceptance Letter (LoA) by the Bidder CDM & PHO, Anguland the successful bidder shall execute the Contract Agreement and other agreements, Successful bidder shall also submit Performance Security within fifteen (15) days of date of Letter of Intent (LoI).
2. Signing of Contract shall include Contract Agreement, non – Disclosure Agreement etc. as per the requirements ofCDM & PHO, Angul.
3. Failure of the successful bidder to furnish the Performance Security or execute the Agreement within the prescribed time shall cause the appropriate action against the successful bidder.
4. The successful bidder shall be liable to indemnify CDM & PHO, Angulfor any additional cost or expense, incurred on account of failure of the successful bidder to execute the Agreement.
5. Not with standing anything to the contrary mentioned above, CDM & PHO, Angulat its sole discretion shall have the right to extend the timelines for execution of Agreement on the request of the successful bidder, provided the same is bonafide.

### Performance Bank Guarantee(PBG)

Within 15 working days of notifying the acceptance of a proposal for award of contract, the successful bidder shall have to furnish a Performance Security as defined in this RFP. Failure to comply with the terms and conditions of the contract agreement shall constitute sufficient grounds for the forfeiture of the Performance Security. The Performance Security shall be released after three months of expiry of contract provided there is no breach of contract on the part of the qualified bidder. No interest shall be paid on the Performance Security.

### Confidentiality and Non-Disclosure Agreement

All the material / information shared with the bidder during the course of bidding process as well as the subsequent resulting engagement following this process with the successful bidder, whether shared by CDM & PHO, Angul or any other authority or generated during the project period, shall be treated as confidential and should not be disclosed in any manner to any unauthorized person under any circumstances. Each manpower ofthe successful bidder associated with this project will have to sign the Non-Disclosure Agreement with the Successful

Bidder. The Successful Bidder shall in turn sign Non-Disclosure Agreement (NDA) with CDM & PHO, Angul .

For feature of Bid Security/EMD

The Bid security may be forfeited either in full or in part, at the discretion of CDM & PHO, Angul on account of one or more of the following reasons:

- The bidder with draws his bid during the period of bid validity specified in Bid Datasheet.
- The bidder fails to co-operate in the bid evaluation process or not abiding to guidelines issued by CDM & PHO, Angul time to time.
- If the bid or its submission is not in conformity with the instruction mentioned here in.
- If the bidder violates any of the provisions of the terms and conditions of the RFP.
- If the bidder is non-responsive or does not provide appropriate response to any clarification sought by CDM & PHO, Angul within the stipulated time during bid evaluation.
- In the case of a successful bidder fails to (a) accept award of work, (b) sign the Contract Agreement with CDM & PHO, Angul , after acceptance of communication on placement of award, (c) furnish performance security
- The bidder violates any of such important conditions of this tender document or indulges in any such activities as would jeopardize the interest of CDM & PHO, Angul in timely finalization of this tender.
- The decision of CDM & PHO, Angul regarding forfeiture of bid security shall be final and shall not be called upon question under any circumstances.
- A default in any such case may also involve black listing of the bidder also by CDM & PHO, Angul .

*Wrote  
23/11/20*

**Chief District Medical &  
Public Health Officer  
DHH, Angul**

**E. SECTION V: ANNEXURES**

Annexure1: Acceptance Letter

To

The CDM&PHO  
O/o the CDM&PHO,  
Angul-759122

Sub: Acceptance of Terms & Conditions of Tender.

RFP Ref. No: \_\_\_\_\_

Sub: Request for Proposal (RFP) for Providing Doctors & Specialists for different Govt. Health Institutions in Angul district, Odisha.

Dear Sir,

I/We have downloaded/ obtained the tender document(s) for the above mentioned 'Tender/ Work' from the web site(s) namely Providing Doctors & Specialists for different Govt. Health Institutions in Angul district, Odisha as per your advertisement, given in the above-mentioned website(s).

I / We hereby certify that I / we have read the tender document of above-mentioned work (including all documents like annexure(s), Terms and Conditions etc.), which form part of the contract agreement and I / we shall abide hereby the terms / conditions / clauses contained therein.

The corrigendum(s) issued from time to time by CDM & PHO, Angul ,if any, too have also been taken into consideration, while submitting this acceptance letter.

I / We hereby unconditionally accept the tender conditions of above-mentioned tender document(s) / corrigendum(s) in its totality / entirely.

In case any provisions of this tender are found violated, CDM & PHO, Angul .shall be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely and we shall not have any claim/right against CDM & PHO, Angul . in satisfaction of this condition.

Authorized Signatory:

Name:

Designation:

Membership Number:

Place:

Date:

Stamp:

  
28/11/23  
Chief District Medical &  
Public Health Officer  
DHH, Angul

Annexure2:Format for Certifying Non-Blacklisting

*(On the Letter head of the bidder)*

To,  
The CDM & PHO, Angul

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

I, M/s.....<bidder>, <the names and addresses of the registered office>  
hereby certify and confirm that we or any of our promoters/ directors are not barred or black listed by CDM & PHO, Angul or any State Government or Central Government or any Government agency/ Department from participating in bidding process as on the proposal due date. We undertake that, in the event of us or any of our promoters/directors being blacklisted / barred at any time post the date of this declaration, we shall intimate CDM & PHO, Angul of such blacklisting.

Authorized Signatory:

Name:

Designation:

Membership Number:

Place:

Date:

Stamp:

*Handwritten signature and date: 23/11/23*

**Chief District Medical &  
Public Health Officer  
DHH, Angul**

Annexure3:Format for Power of Attorney for Signing of Proposal

(On Non-judicial stamp paper of Rs100/-or such equivalent document duly attested by notary public)

**Power of Attorney**

Know all men 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 Doctors & Specialists for different Govt. Health Institutions in Angul district, Odisha including signing and submission of all documents and providing information/responses to CDM & PHO, Angul representing us in all matters before CDM & PHO, Angul and generally dealing with CDM & PHO, Angul in all matters in connection with our bid for the said Project.

We hereby a greet or satisfy 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.

For

\_\_\_\_\_  
(Signature) (Name, Title and Address)

Accepted

(Signature)

(Name, Title and Address of the Attorney)

**NOTE:**

- 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.
- In case the Application is signed by a Partner / authorized director of the applicant, a certified copy of the appropriate resolution / document conveying such authority may be enclosed in lieu of the Power of Attorney.

*Shruti*  
*28/11/23*  
**Chief District Medical &  
Public Health Officer  
DHH, Angul**

Annexure4:FormatforFinancialsfromStatutoryAuditorsofthe bidder

(On the Letter head of the bidder)

To

The CDM & PHO, Angul

**Ref:** RFP No.: <No. of RFP> Dated: <Date of issue of RFP>RFP for “Request for Proposal (RFP)Providing Doctors & Specialists for different Govt. Health Institutions in Angul district, Odisha.”

Financial Year	Total Turnover	NetWorth
2020-21(Audited)		
2021-22(Audited)		
2022-23(Audited)		
Average for last three Financial Years		

**Note:** Bidder shall attach the Supporting Document for Reference for the above-mentioned FY, year wise turnover and Net worth.

Authorized Signatory:

Name:

Designation:

Membership Number:

Place:

Date:

Stamp:

*[Handwritten Signature]*  
23/11/23

**Chief District Medical &  
Public Health Officer  
DHH, Angul**

Annexure5:ProjectDatasheet

(On the Letter head of the bidder)

The Bidders to provide information for each project in support of the eligibility and technical evaluation criteria, in the format below:

Sl. No.	Item	Details
1.	Name of the work	
2.	Name of the Client	
3.	Brief Description of work	
4.	Total Value of the contract	
5.	Project Start Date	
6.	Project Completion Date	
7.	Client's contact person: name, email, phone, fax, address	
8.	Number of Doctors provided	

**Note:**For each project experience claimed, fill a separate Project Data Sheet

Authorized Signatory:

Name:

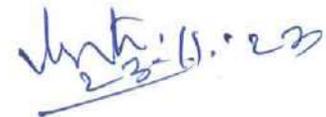
Designation:

Membership Number:

Place:

Date:

Stamp:



Chief District Medical &  
Public Health Officer  
DHH, Angul

**Annexure6: Format for Bidder Experience**  
(On the Letter head of the bidder)

To,  
The CDM &PHO, Angul.

**Ref:** RFP No.: <No. of RFP> Dated: <Date of issue of RFP>RFP for “Request for Proposal (RFP)Providing Doctors & Specialists for different Govt. Health Institutions in Angul district, Odisha.”

Sl. No.	Client Name	Name of authorized person from	Email IDandContact Number of Authorized Person	Total Contract Value in INR	Start Date	End Date	Name and Typeof Project
Eg.	Health & FW Department	Dr. Sibanda Mohanty	<a href="mailto:cdmoang@gmail.com">cdmoang@gmail.com</a> , 9439981331				Details of the SoW
1.							
2.							
3.							
4.							

**Note:** Bidder shall attach the Supporting Document for Reference for the above-mentioned experience.

  
**Chief District Medical & Public Health Officer**  
**DHH, Angul**

I/ We declare that all the above information is correct and best of my/our knowledge. I/ We understand that the CDM & PHO, Angul may cross verify any and all information provided above and any false representation, or false information provided may be liable for action as deem fit to the CDM & PHO, Angul under relevant act / rules, or as per RFP Terms and Conditions ,including but not limited to disqualification of Bid/withdrawal of LoI or Termination of contract and Performance security forfeited, whichever is applicable.

Authorized Signatory:

- Name:
- Designation:
- Membership Number:
- Place:
- Date:
- Stamp:

*Handwritten signature and date: 28/11/23*

**Chief District Medical &  
Public Health Officer  
DHH, Angul**

Annexure7: Earnest Money Deposit (EMD) Format

To  
The CDM&PHO Angul

Dear Sir,

In response to your invitation to respond to your RFP for Providing Doctors & Specialists for different Govt. Health Institutions in Angul district, Odisha M/s \_\_\_\_\_ having their registered office at \_\_\_\_\_ (Hereinafter called the 'Bidder') wish to respond to the said Request for Proposal (RFP) for self and submit the proposal for as per terms and conditions listed in the RFP document. Whereas the 'Bidder' has submitted the proposal in response to RFP, we, the \_\_\_\_\_ Bank having our head office hereby irrevocably guarantee an amount of Rs. \_\_\_\_\_/- (Rupees) as earnest money deposit as required to be submitted by the 'Bidder' as a condition for participation in the said process of RFP.

The earnest money deposit for which this guarantee is given is liable to be enforced /invoked: 1. If the Bidder withdraws his proposal during the period of the proposal validity; or 2. If the Bidder, having been notified of the acceptance of its proposal by the CDM & PHO, Angul during the period of the validity of the proposal fails or refuses to enter into the contract in accordance with the Terms and Conditions of the RFP or the terms and conditions mutually agreed subsequently.

We undertake to pay immediately on a written demand to Transport Commissioner, the said amount of Rupees \_\_\_\_\_/-only without any reservation, protest, demur, or recourse. The said guarantee is liable to be invoked/ enforced on the happening of the contingencies as mentioned above and we shall pay the amount on any Demand made by CDM & PHO, Angul which shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

- I. Our liability under this Bank Guarantee shall not exceed Rs. <Amount in Figures> (Rupees <Amount in words> only)
- II. This Bank Guarantee shall be valid up to <Insert Date>
- III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this Bank Guarantee that we receive a valid written claim or demand for payment under this Bank Guarantee on or before <insert date> failing which our liability under the guarantee will automatically cease.

(Authorized signatory of the Bank)

Seal:

Date

  
23/11/23  
Chief District Medical &  
Public Health Officer  
DHH, Angul

8. Annexure8:Formatof Pre-Bid Queries

To  
The CDM&PHO, Angul

**Subject:** Request for Proposal(RFP) for Providing Doctors & Specialists for different Govt. Health Institutions in Angul district, Odisha.

Sir,

We hereby submit our request for clarifications / suggestions on the provisions of the above-referred RFP document, as per the following:

Sl. No.	RFP Clause No.	RFP Page No.	Content of RFP required Clarification	Query/ Suggestion
1.				
2.				
3.				

Signature:

Name:

Designation:

Contact Details:

Address:

Date:

*Dr. S. K. Sahoo*  
23/11/23  
Chief District Medical &  
Public Health Officer  
DHH, Angul

Annexure9: PriceProposalFormat

To,  
The CDM&PHO, Angul.

**Sub:** Price Proposal for Providing Doctors & Specialists for different Govt. Health Institutions in Angul district, Odisha

Having gone through the RFP document and having fully understood the Scope of

Price Proposal					
Sl. No.	Man power details	No. of Manpower	Duration in months	Per resource rate	Total Amounting INR (Exclusive of Taxes)
A	B	C	D	E	F=(Cx Dx E)
1.	General Duty Medical Officers(MBBSwith2-3 Yrs .of experience)	18	—		
2.	Consultants (MBBS+MD/MS with work experience)	24	—		
<b>Man power Total =42</b>					
<b>Service Charges Thereon @</b>					
<b>Sum Total Including Servicecharge (Manpower Total)= 42</b>					
<b>Total in Word: Forty two only</b>					

All payments shall be made in Indian Rupees and shall be subject to applicable Indian laws withholding taxes if any.

- GST payable shall be as per Applicable Rules over the Rate quoted.
- Any discrepancies between Figures and Words, Words shall prevail.
- The applicable man month rate would be considered for any additional requirement of resources.
- All the prices mentioned in our Proposal are in accordance with the terms as specified in the RFP document. All the prices and other terms and conditions of this proposal are valid for a period of 180 calendar days from the proposal due date.
- We further confirm that the prices stated in our proposal are fixed for the tenure of the contract and are in accordance with terms of the RFP document
- This Financial Proposal covers remuneration for all personnel cost, all incidental manpower expenses.
- The Financial proposal is with out any condition.

Signature of Bidder  
Name of the Authorised Signatory  
(With Stamp of the bidder)

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

*[Handwritten Signature]*  
11/23

Annexure10:Performance Bank Guarantee Format

To

The CDM&PHO, Angul.

**WHEREAS:**

A. \_\_\_\_\_ (“Selected agency”) and CDM &PHO, Angul (“Purchaser”) have entered into an agreement dated \_\_\_\_\_ (the “Agreement”) whereby the Providing Doctors & Specialists for different Govt. Health Institutions in Angul district, Odisha subject to and in accordance with the provisions of the Agreement.

B. The Agreement requires the selected agency to furnish a Performance Security to CDM &PHO, Angul in a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) (the “**Guarantee Amount**”) as security for due and faithful performance of its obligations, under and in accordance with the Agreement (as defined in the Agreement).

C. We, \_\_\_\_\_, through our branch at \_\_\_\_\_ [address], (the “**Bank**”) have agreed to furnish this Performance Guarantee.

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Bank hereby unconditionally and irrevocably guarantees the due and faithful performance of the Selected Agency’s obligations under and in accordance with the Agreement, and agrees and undertakes to pay to CDM & PHO, Angul upon its mere first written demand, and with out any demur, reservation, recourse, contest or protest, and without any reference to the Selected Agency, such sum or sums up to an aggregate sum of the Guarantee Amount as CDM & PHO, Angul shall claim, without CDM & PHO, Angul being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.
2. A letter from CDM & PHO, Angul under the hand of its authorized signatory, that the Selected Agency has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that CDM & PHO, Angul shall be the sole judge as to whether the Selected Agency is in default in due and faithful performance of its obligations under the Agreement and its decision that the Selected Agency is in default shall be final, and binding on the Bank, notwithstanding any differences between CDM & PHO, Angul and the Selected Agency, or any dispute

Between them pending before any court, tribunal, arbitrate or any other authority or body, or by the discharge of the Selected Agency for any reason whatsoever.

3. In order to give effect to this Guarantee, CDM & PHO, Angul shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Selected Agency and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.
4. It shall not be necessary, and the Bank here by waives any necessity, for CDM & PHO, Angul to proceed against the Selected Agency before presenting to the Bank its demand under this Guarantee.
5. CDM & PHO, Angul shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfillment and/ or performance of all or any of the obligations of the Selected Agency contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by CDM & PHO, Angul against the Selected Agency, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to CDM & PHO, Angul and the Bank shall not be released from its liability and obligation under these presents by any exercise by CDM & PHO, Angul of the liberty with reference to them at terms aforesaid or by reason of time being given to the Selected Agency or any other forbearance, indulgence, act or omission on the part of CDM & PHO, Angul or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.
6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may here after be held by CDM & PHO, Angul in respect of or relating to the Agreement or for the fulfillment, compliance and/or performance of all or any of the obligations of the Selected Agency under the Agreement.
7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force until \_\_\_\_\_ (mention date based on the period of validity of the Performance Guarantee as per the RFP) and unless a demand or claim in writing is made by CDM & PHO, Angul on the Bank under this Guarantee during its validity, after such date, all rights of CDM & PHO, Angul under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.
8. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of CDM & PHO, Angul in writing and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.

9. Any notice by way of request, demand or otherwise here under may be sent by post addressed to the Bank at its above referred Branch which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forth with, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of CDM & PHO, Angul . that the envelope was so posted shall be conclusive.
10. This Guarantee shall come into force with immediate effect and shall remain in force and effect till \_\_\_\_\_ (mention date based on the period of validity of the Performance Guarantee as per the RFP) or until it is released earlier by CDM & PHO, Angul . pursuant to the provisions of the Agreement.
11. Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 2023 at \_\_\_\_\_

SIGNED, SEALED AND DELIVERED  
For and on behalf of the BANK by:

\_\_\_\_\_  
(Signature) (Name)  
(Designation)  
(Address)

**NOTES:**

- (i) The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.
- (ii) The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

*sdh*  
*23/11/23*  
**Chief District Medical &  
Public Health Officer  
DHH, Angul**

**F. SECTION 6: DRAFT CONTRACT**

(On stamp paper of Rs. 100)

Draft Agreement

**AGREEMENT**

This **AGREEMENT** is made as on this.....day of \_\_\_\_\_, YYYY

**BY AND BETWEEN**

**CDM & PHO, Angul** having its head office at O/o The CDM & PHO, Angul (here after called "**CDM & PHO**") which expression shall, unless inconsistent with the context thereof, mean and include its successors and permitted assigns) and represented by of one part

**AND**

\_\_\_\_\_, a company registered under the laws of India, with its registered office \_\_\_\_\_ India (herein after called "**\_\_\_\_\_**") which expression shall, unless inconsistent with the context thereof, mean and include its Successor and permitted assigns) and represented by Director of other part.

\_\_\_\_\_ and \_\_\_\_\_, wherever the context so admits, hereinafter individually referred to as a "Party" and collectively as the "Parties"

**WHEREAS**

- a) CDM & PHO, Angul requesting for Providing Doctors & Specialists for different Govt. Health Institutions in Angul district, Odisha
- b) The Parties have agreed to enter in to this Agreement.

NOW THESE PRESENTS WITNESSETH AND THE PARTIES, FOR GOOD AND VALUABLE CONSIDERATION, AND ON THE TERMS AND CONDITIONS AS HEREINAFTER SET FORTH, AGREES AS FOLLOWS:

**1. DEFINITION AND INTERPRETATION**

- 1.1 **Definition:** In this Agreement, unless contrary to the context or meaning thereof, the following expressions shall have the meanings hereby assigned to them: -
- 1.2 **Applicable Laws** mean any and all acts, statues, laws, rules, regulations, codes, standards, ordinances, judgments, orders, decrees, directives, guidelines or policies (to the extent mandatory) or any similar form of decision or determination by, or any interpretation or administration of any of the foregoing, by any Authority and shall include references to any such laws, rules, regulations, guidelines, decrees, or other legislative measures as may, after the date hereof, from time to time, be amended,

*[Signature]*  
Chief District Medical Officer  
Public Health Officer  
DHH, Angul

supplemented or re-enacted, and any reference to statutory provision shall include any subordinate legislation made from time to time under that provision.

- 1.3 Best Industry Practice shall mean the exercise of degree of skill, diligence, and prudence, which is expected from a skilled, experienced and internationally recognized and reputed organization engaged in the same type of undertaking under similar circumstances and acting generally in accordance with the prevailing laws, rules, regulations, codes, and industry standards.
- 1.4 Services means services to be provided by \_\_\_\_\_ (Company Name) as per terms and conditions of the contract.
- 1.5 Work Order shall mean written or electronic order for Services issued by CDM & PHO, Angul to \_\_\_\_\_ (Company Name) from time to time.
- 1.6 Confidential Information means all information (whether provided in oral, written or electronic format) concerning \_\_\_\_\_ (Company Name), Intellectual Property, know-how, business and/or the Project.
- 1.7 CDM & PHO, Angul hereby engages \_\_\_\_\_ (Company Name) on exclusive basis to render Services in the manner as set out in this Contract/RFP, Work Order issued by \_\_\_\_\_ from time to time.
- 1.8 (Company Name) hereby accepts the engagement and agrees to render Services and to perform its duties and obligations herein in accordance with the terms and conditions of this Agreement, Work Order issued by CDM & PHO, Angul from time to time.

## 2. CONTRACT TERM( Timeline for the Project)

The Contract period of the project will be before (one) years from Signing of Contract.

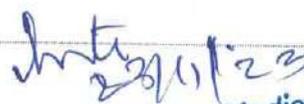
## 3. PAYMENTS, TAXES AND SECURITY

- 3.1 Payments in consideration for \_\_\_\_\_ (Company Name) performing the Services as per the terms and conditions mentioned in LoA, W.O.&SLA.
- 3.2 All prices mentioned by the bidder are firm till completion of the contract period. No revision in any price is permitted throughout the entire course of the contract.

## 4. MISCELLANEOUS

- 4.1 CDM & PHO, Angul will not assign or transfer this Agreement or any of its rights hereunder, without (Company Name) prior written consent, which consent may be withheld in its absolute discretion.
- 4.2 No consent or waiver, express or implied, to or of any provision of this Agreement will be effective unless in writing signed by the Parties hereto and then only in the specific instance and for the specific purpose given.

- 4.3 The Parties will execute such further assurances and other documents and instruments and do such further things as may be necessary to implement and carry out the intent of this Agreement.
- 4.4 This Agreement may not be amended or supplemented except in writing signed by the Parties.
- 4.5 This Agreement may be signed in any number of counterparts or by facsimile, each of which will together, for all purposes, constitute one and the same instrument, binding on the Parties, and each of which will together be deemed to be an original, notwithstanding that all the Parties are not signatories to the same counterpart or facsimile.
- 4.6 In case of inconsistency between this Agreement and the Scope of Work, the terms of this Agreement will prevail.
- 4.7 (Company Name) agrees and undertakes that it shall at its own cost and expense engage and mediate experienced, efficient, and qualified personnel for rendering Services hereunder.
- 4.8 CDM & PHO, Angul shall not solicit any employee of (Company Name) or its Affiliates with out the prior written consent of (Company Name) or such Affiliate.
- 4.9 (Company Name) shall provide Services at various locations of CDM & PHO, Angulas may be notified by from time to time.
- i. Comply with all statutory and standards applicable to performance of Services and other standards as may be provided by CDM & PHO, Angul from time to time; and
  - ii. The personnel deployed by the second party will Providing Services of Manpower for a Government Medical College and Hospital in Angul District, Odisha. The second party shall be fully responsible for the services perform by it or any of its personnel deployed by it. There will be no employer & employee relationship between personnel deployed by second party with the First Party. The personnel deployed by second party shall not be treated as Government servant & they shall not claim for employment, salary, wages etc. under Government of Odisha under any circumstances.
  - iii. If at any time either party is unable to perform their duties or responsibilities under this agreement consistent with such party's statutory and regulatory mandates, the affected party shall immediately provide written notice by e-mail to the other party to establish a date for resolution of the matter.
  - iv. If dispute between the parties not resolved amicably, same shall be adjudicated by the appropriate court of law at Angul, Odisha.

  
22/11/23  
Chief District Medical &  
Public Health Officer  
DHH, Angul

**IN WITNESS WHERE OF**, the Parties here to have executed this Agreement on the date first written above.

**SIGNED AND DELIVERED** by [.....]

Acting by its duly authorized

signatory Name: [.....]

Title: [.....]

In the presence of:

Witness

Name: [.....]

Title: [.....]

**SIGNED AND DELIVERED** by [.....]

Name: [.....]

Title: [.....]

In the presence of:

Witness

Name: [.....]

Title: [.....]

*Handwritten signature*  
23/11/23

**Chief District Medical &  
Public Health Officer  
DHH, Angul**

## Manpower Deployment

The manpower would be deployed onsite Full time (unless there are any circumstances that reasonably restricts travel or physical presence of our personnel at your office / location) and as per the minimum monthly deployment as mentioned below. Over and above that, CDM & PHO, Angul reserves the right to increase the nos.of man power in any category such as Jr. Residents, Sr. Residents as an when required as per the terms and conditions detailed below.

S#	Position	Number s	Qualification	Experience
1.	General Duty Medical Officers(MBBS with2-3 Yrs .of experience)	18	General Duty Medical Officers(MBBSwith2-3 Yrs .of experience)	Shouldhaveminimum2 - 3years of experience in any Govt. or Corporate hospital or any government owned/ Private Organizations.
2.	Consultants (MBBS+MD /MS with work experience)	24	Consultants (MBBS+MD/MS with work experience)	Should have minimum 1 years of experience after his/her Master's degree.

The no. of doctors defined is now on need based in the district as a whole and CDM&PHO Angul reserves the right to increase or decrease the deployment based on its requirement. The rate for extra category-wise doctors to be engaged in future shall be the same as per the quoted price in the financial bid except revision in rate of taxes.

## Replacement of Manpower

The agency shall not replace any of the proposed manpower during the contract period without prior written consent of CDM & PHO, Angul. Before assigning any replacement member to the provision of the Services, agency shall comply with the following:

- 1) Provide CDM & PHO, Angulwith a detail in formation about the candidate that is reasonably requested by STA; and an opportunity to interview the candidate.
- 2) Provide replacement resource of equal or better qualification and experience. If CDM & PHO, Angulobjects to the appointment, Agency shall not assign the candidate to that position and shall seek an alternative candidate.
- 3) Replacement of personnel at request of CDM & PHO, Angulcan be done under following conditions:
  - a) CDM & PHO, Angulcan ask the agency to replace any of its manpower on the ground of non-performance anytime during the contract period. In such cases the agency needs to replace the manpower with an equivalent or better resource.
  - b) The agency needs to replace the resource in maximum one week from date of intimation by CDM & PHO, Angul ..
  - c) In case the agency is notable to provide a suitable replacement within the above stipulated time then the agency shall be charged a penalty as per the terms defined in the SLAs.
  - d) Replacement of Man power at the request of Agency.
    - i) The agency cannot request any replacement of manpower for reasons under control, exceptional approval from CDM & PHO, Angulneeds to be sought in cases not under agency's control (Death, Resignation, Retirement etc.). However, after seeking permission from CDM & PHO, Angul ..
    - b) Agency shall ensure that the role of any manpower is not vacant at any point in time during the contract period.
    - c) Agency may plan adequate extra resources for manning the project as contingency

## Payment Terms and Schedule

- The payments shall be released as per terms defined in this Section.
- The Invoice will be submitted quarterly along with attendance.
- The payment will be made within 30 days after submission of Invoice with all supporting documents.
- No payments will be made for any additional work during the working hours which has not been approved in writing by the competent authority in CDM & PHO, Angul .

## Force Majeure

For purpose of this clause, "Force Majeure" means an event beyond the control of the agency and not involving the agency's fault or negligence and not foreseeable. Such events may include, but are not restricted, war so revolutions, fires, floods, riots, civil commotion, earthquake, epidemics or other natural disasters and restriction imposed by the Government or other bodies, which are beyond the control of the agency, which prevents or delays the execution of the order by the agency. If a force Majeure situation arises, the agency shall promptly notify client in writing of such condition, the cause thereof and the change that is necessitated due to the condition. Until and unless otherwise directed by the client in writing, the agency shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The agency shall advise client in writing, the beginning and the end of the above causes of delay, within seven days of the occurrence and cessation of the Force Majeure condition. In the event of a delay lasting for more than one month, if arising out of causes of Force Majeure, The CDM&PHO Angul reserves the right to cancel the contract without any obligation to compensate the agency in any manner for whatsoever reason.

## Indemnity

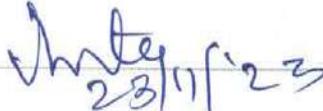
The Manpower at all times during the pendency of this agreement, keep the Government/ Authority/ Corporation Indemnified to an amount not exceeding the total fees payable to the manpower under this agreement.

## Liability

The Liability of the selected bidder under this agreement in any case shall not be beyond the amount of fees payable to the selected agency under this agreement.

## Settlement of Dispute

The client and the agency shall make every effort to resolve amicably, by direct negotiation, any disagreement or dispute arising between them under or arising from or in connection with the contract. Disputes not so resolved amicably within 30 days of receipt of notice of such as a dispute shall be resolved by process defined in Contract in this RFP. The arbitration proceeding shall be held in Cuttack within Odisha only.

  
23/11/23  
Chief District Medical &  
Public Health Officer  
DHH, Angul

### Governing Law and Penalty Clause

The schedule given in this RFP is to be strictly adhered to in view of the strict time schedule. Any unjustified and unacceptable delay in supply of Manpower shall render the bidder liable for liquidated damages and thereafter the Client holds the option for cancellation of the contract for pending activities and completes the same from any other agency. The client may deduct such sum from any money from their hands due or become due to bidder. The payment or deduction of such sums shall not relieve the bidder from his obligations and liabilities under the contract. The rights and obligations of the client and the bidder under this contract will be governed by the prevailing laws of Government of India / Government of Odisha.

### Disclosure

- i. Bidders have an obligation to disclose any actual or potential conflict of interest. Failure to do so may lead to disqualification of the bidder or termination of its contract.
  - Bidders must disclose if they as valid on date, are or have been the subject of any proceedings (such as blacklisting) or other arrangements relating to bankruptcy, insolvency or the financial standing of the Bidder, including but not limited to appointment of any officer such as a receiver in relation to the Bidder's personal or business matters or an arrangement with creditors, or of any other similar proceedings.
- ii. Bidders must disclose if they have been convicted of, or are the subject of any proceedings relating to:
  - A criminal offence or other serious offence punishable under the law of the land, or where they have been found by any regulator or professional body to have committed professional misconduct.
  - Corruption including the offer or receipt of an inducement of any kind in relation to obtaining any contract;
  - Failure to fulfill any obligations in any jurisdiction relating to the payment of taxes or social security contributions.

### Increase/Decrease of Manpower

CDM & PHO, Angul reserves the right to place add on order for additional resource at the same rate and terms & conditions of the work order or decrease the number of resources at anytime.

### Contract Period

Contract will be for a period of 1 year from the date of deployment of the Manpower.

### Availability of Manpower at given locations

All the manpower as mentioned in this RFP/Contract shall be available on all working days as per Govt. of Odisha calendar and as and when asked by the Client.

### Legal Jurisdiction

All legal disputes are subject to the jurisdiction of civil court of Bhubaneswar only within Odisha.

### No Idle Time Charges

No idle time charges shall be payable by CDM&PHO Angul, in any case what so ever.

### Advances

No advance payment is payable under this contract.

### Sub-contracting

Once the work is awarded ,the subletting or subcontracting of the job in part or in full shall not be allowed .The Successful bidder shall not engage any Sub-contractor or transfer the contract to any other person in any manner. The Successful bidder shall not be permitted to transfer their rights and obligations under the contract to any other organizations.

### Service Level Agreement &Penalty

- Agency will carry out initial screening of manpower and ensure that the recommended manpower meets CDM & PHO, Angul requirements.
- Supplied manpower should not be involved in any criminal activities.
- Agency is required to send the suitable profiles of candidates within 7 working days of receipt of request of resources.
- A penalty of Rs.500/-per day will be levied for delay in responding beyond 7 working days. The penalty will be deducted from monthly bill OR from the PBG/Security deposit submitted for performance of the contract.
- Delay in responding for more than 30 days may attract penal action like termination of contract or forfeiting of PBG.
- In case of unsatisfactory performance i.e. frequent delay in response for more than Five times, CDM & PHO, Angul carries all the right to terminate the contract and forfeit the PBG.
- In case of absenteeism for more than 7 days at a stretch (unauthorized), agency has to depute suitable, equivalent or better replacement.
- In case of replacement/resign/absence of candidate deployed by agency, there should be minimum 30 days of prior notice period by the agency and 7 days of knowledge transfer with substitute.
- Allowed leave for per resource per month is 1, in case of absence of manpower from duties, the Company shall deduct proportionate amounts from the monthly payment due to the agency.
- The agency shall be liable to pay penalty for breach of any conditions of the Contract/ Tender terms & conditions. The Penalty amount shall be decided by the Client shall be binding to the agency. The penalty amount shall be recovered from the selected agency from the pending amount of the Bills/ security deposit etc.

END OF THE DOCUMENT

  
28/11/23  
Chief District Medical &  
Public Health Officer  
DHH, Angul