

REQUEST FOR PROPOSAL

**Establishment of State Level Monitoring Unit (SLMU)
for monitoring of OMBADC funded Health Sector Projects**



**GOVERNMENT OF ODISHA
HEALTH AND FAMILY WELFARE DEPARTMENT**

MAY, 2022

INDEX

SL NO	BRIEF DESCRIPTION	PAGE
1	BIDDERS DATA SHEET	4
2	SECTION -1: LETTER OF INVITATION (LOI)	5 - 7
3	SECTION - 2: INFORMATION TO THE BIDDERS	8 - 22
4	SECTION - 3: TERMS OF REFERENCE (ToR)	23 - 30
5	SECTION - 4 : TECHNICAL PROPOSAL SUBMISSION FORMS	31 - 43
6	SECTION - 5: FINANCIAL PROPOAL SUBMISSION FORMS	44 - 46
7	SECTION - 6: ANNEXURE	47 - 58

DISCLAIMER

This Request for Proposal (RFP) is issued by the **Health and Family Welfare Department**.

While the information in this RFP has been prepared in good faith, it does not support to be comprehensive or to have been independently verified. Neither Health and Family Welfare Department nor any of its officers or employees, nor any of their advisers nor Agency's accept any liability or responsibility for the accuracy, reasonableness or completeness of, or for any errors, omissions or misstatements, negligent or otherwise, relating to the proposed assignment, or makes any representation or warranty, express or implied, with respect to the information contained in this RFP or on which this RFP is based or with respect to any written or oral information made or to be made available to any of the recipients or their professional advisers and, so far as permitted by law and except in the case of fraudulent misrepresentation by the party concerned, and liability therefore is hereby expressly disclaimed.

The information contained in this RFP is selective and is subject to updating, expansion, revision and amendment at the sole discretion of the Client. It does not claim to contain all the information that a recipient may require for the purposes for making a decision for participation in this selection process. Each bidder must conduct its own analysis of the information contained in this RFP, to correct any inaccuracies therein and is advised to carry out its own investigation into the proposed assignment, the regulatory regime which applies thereto and by and all matters pertinent to the project and to seek its own professional advice on the legal, financial and regulatory consequences of entering into any agreement or arrangement relating to the project.

This RFP includes certain statements, information, projections and forecasts with respect to the proposed assignment. Such statements, information, projections and forecasts reflect various assumptions made by the management, officers and employees of the Client, which (the assumptions and the base information on which they are made) may or may not prove to be correct. No representation or warranty is given as to the reasonableness of forecasts or the assumptions on which they may be based and nothing in this RFP is, or should be relied on as, a promise, representation or warranty.

Health and Family Welfare Department shall be the sole and final authority with respect to selection of a Agency through this RFP.

BIDDER DATA SHEET

Sl. No.	Particular	Details
1.	Name of the Client	Health and family Welfare Department, Government of Odisha
2.	Method of Selection	Least Cost Selection (LCS) Method
3.	Date of Issue of RFP	09.05.2022
4.	Deadline for Submission of Pre Proposal Query	17.05.2022 up to 5:00 PM
5.	Issue of Pre Proposal Clarifications	20.05.2022
6.	Proposal Due Date	04.06.2022 up to 5:00 PM
7.	Date of opening of Technical Proposal	Dt. 06.06.2022 at 11:30 AM
8.	Date of opening of Financial Proposal	16.06.2022
9.	Expected Date of Commencement of Assignment	June, 2022
10.	Bid Processing Fee (Non-Refundable)	Rs. 5,000/- (Five Thousand Rupees Only) in shape of Demand Draft in favour of "The DDO, Health & Family Welfare Department " drawn in any scheduled commercial bank payable at Bhubaneswar
11.	Bid Security Declaration	Bidder is required to submit a "Bid Security Declaration" as per the prescribed format as provided at Annexure- V of this RFP Document.
12.	Contact Person	Addl. Secretary to Government and Nodal Officer, OMBADC, Cell , LokSevaBhawan , Bhubaneswar " Tel no.: 0674 2395401 Email: slmuombadc@gmail.com
13.	Address for Submission of Proposal	"Addl. Secretary to Government and Nodal Officer, OMBADC, Cell , LokSevaBhawan , Bhubaneswar " Mode of Submission: Speed Post / Registered Post only to the address as specified above during the office hour only. Submission of bid through any other mode and late bid will be rejected.

For details please visit: < <https://health.odisha.gov.in>>

SECTION: 1

LETTER OF INVITATION

LETTER OF INVITATION

RFP No: _____ / 22-23

Dated:

Name of the Assignment: ESTABLISHMENT OF STATE LEVEL MONITORING UNIT (SLMU) FOR MONITORING OF OMBADC FUNDED HEALTH SECTOR PROJECTS

1. **Health and Family Welfare Department, Government of Odisha** (The Client) invites sealed proposal from eligible bidders for “**ESTABLISHMENT OF STATE LEVEL MONITORING UNIT (SLMU) FOR MONITORING OF OMBADC FUNDED HEALTH SECTOR PROJECTS**”. More details on the proposed study are provided at **Section-3: Terms of Reference (ToR)** of this RFP Document.
2. A bidder will be selected under **Least Cost Selection (LCS)** procedure as prescribed in the RFP Document in accordance with the policies and procedures accompanying the Guideline of Finance Department, Government of Odisha for “**Engagement of Consultants and Outsourcing of Services**” circulated vide *Office Memorandum No. 37323/F, Dated: 30.11.2018* of Finance Department, Government of Odisha.
3. The proposal complete in all respect as specified in the RFP Document must be accompanied with a **Non- refundable** amount of **Rs. 5,000/- (Rupees Five Thousand only)** towards **Bid Processing Fee** in form of **Demand Draft in favour of “The DDO, Health & Family Welfare Department”**, drawn in any scheduled commercial bank and payable at Bhubaneswar, Odisha failing which the bid will be rejected.
4. The proposal must be delivered at the specified address as per the Bidder Data Sheet by **Speed post / Registered Post** only. The Client shall not be responsible for postal delay or any consequence. Submission of proposal through any other mode will be rejected.
5. The last date and time for submission of proposal complete in all respects is **Dt. 15.03.2022 up to 5:00 PM** and the date of opening of the technical bid is **Dt. 16.03.2022 at 11:30 AM** in the presence of the bidder’s representative at the specified address as mentioned in the Bidder Data Sheet (**Sl. no.13**). Representative of the bidders (limited to one person) may attend the meeting with due authorization letter on behalf of the bidder.
6. This RFP includes following sections:
 - a. Letter of Invitation [**Section – 1**]
 - b. Information to the Bidder [**Section – 2**]
 - c. Terms of Reference [**Section – 3**]
 - d. Technical Proposal Submission Forms [**Section – 4**]
 - e. Financial Proposal Submission Forms [**Section –5**]
 - f. Annexure [**Section – 6**]

7. While all information/data given in the RFP are accurate within 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 document. The Client reserves the rights to accept / reject any/ all proposals / cancel the entire selection process at any stage without assigning any reason thereof.

**Additional Secretary to Government and Nodal Officer,
OMBADC, Cell, Health and Family Welfare Department**

SECTION: 2

INFORMATION TO THE BIDDER

Introduction:

The proposal aims to establish a State Level monitoring Unit (SLMU) under Health and Family Welfare Department in order to monitor and expedite the implementation of various health sector development projects implemented under OMBADC funded districts, for the purpose of periodic monitoring and effective implementation of health sector development projects at the project locations.

In this context, Health and Family Welfare Department intends to select a qualified and competent manpower support service agency to deploy a team of professionals and support staff under SLMU to provide critical support in program implementation.

Eligibility Criteria:

Before opening and evaluation of the technical proposals, each bidder will be assessed based on the following eligibility conditions to consider their proposal for further evaluation. The bidder is required to produce the copies of the required supportive documents / information as part of their technical proposal failing which the proposals will be rejected. The Agency shall bid as a sole bidder. **Consortium or joint venture is not allowed to participate in the bidding process.**

Sl. No.	Eligibility Criteria	Supportive Documents
1	Bidder must be a Company as registered under Indian Companies Act, 1956 / 2013 or a Society registered under The Societies Registration Act, 1860 or a Trust registered under the Indian Trusts Act, 1882 or a Partnership Firm registered under the Indian Partnership Act, 1932 or a Limited Liability Partnership registered under The Limited Liability Partnership Act, 2008.	Certificate of Incorporation / Registration
2	The bidder should have been in the business of professional manpower deployment services for more than 5 years from the date of incorporation on the last date of submission of the proposal.	
3	Successfully carried out at least 3 professional manpower deployment contracts having contract value of more than Rs. 50.00 lakh per year under Central / State Govt. / EAPs*/ Autonomous bodies operated under Govt. administrative control / reputed International and National Organisation during the last 3 financial years**. (on-going contracts will also be considered subjects to its inception during the specific period)	Copies of Work Order / Contract Paper from the concerned authorities

4	The average annual financial turnover of the bidder must be Rs. 1.00 Cr from the professional manpower deployment services only during the last 3 financial years** (ending 31st March, 2020).	Financial Details of the bidder (TECH -3) along with copies of the audited balance sheet and duly sealed and certified by the company auditor and the authorized representative of the bidder.
5	Bidder shall furnish an affirmative statement as to the existence of any potential conflict of interest on the part of the bidder due to prior, current or proposed agreements, engagements, or affiliations with the Client.	Self-Declaration from the Bidder as per the format (TECH -5)
6	Bidder must have a minimum strength of 25 (twenty-five) nos of professionals / support staff from various categories of manpower in its payroll deployed at various organisations.	List of professionals maintained in its payroll, working for different entities, qualification, experience and EPF and ESI ids. (These resources should be on the membership list of EPF also) (Duly certified filled in information to be furnished along with the technical proposal)
7	Bidder must have its office located in Odisha	Local Address Proof (Copy of Agreement, electricity bill, telephone bill of the bidder's premises.)

NB:

* *Externally Aided Projects (EAP) funded through Ministry of Economic Affairs, Govt. of India by World Bank, DFID, JICA, ADB, KfW and European Commission etc.*

** *FY : 2017-18, 2018-19 and 2019-20.*

Outsourcing of Other Services contracts as defined at page 7 in the "Guideline for Engagement of Consultants and Outsourcing of Other Services" notified vide OM No. 37323/F, Dated: 30.11.2018 shall not be taken into consideration.

2. Documents to be submitted along with TECHNICAL PROPOSAL:

The bidders have to furnish the following documents duly signed in along with their Technical Proposal:

- Filled in Bid Submission Check List in Original (**Annexure-I**)
- Covering letter (**TECH – 1**) on bidder's letterhead requesting to participate in the bidding process.
- Bid Processing Fees applicable
- Bid Security Declaration Form (**Annexure – V**) (On bidder Letter Head)
- Copy of Certificate of Incorporation/ Registration
- Copy of PAN

- Copy of Goods and Services Tax Identification Number (GSTIN)
- Copies of EPF and ESI registration Certificate
- Copies of IT Return for the last three assessment years **(2018-19, 2019-20 and 2020-21)**.
- General Details of the Bidder **(TECH – 2)**
- Financial Details of the bidder **(TECH – 3)** along with all the supportive documents as applicable duly signed as per the instruction.
- Power of Attorney **(TECH – 4)** in favour of the person signing the bid on behalf of the bidder.
- Self-Declaration regarding Conflict of Interest **(TECH -5)**
- Undertaking towards not have been blacklisted/ debarred from participating in any bid by H&FW Department or any other Government/ private organization during any of the last 03 years ending 31 st March 2021 and till the date of this bid submission **(TECH-6)**
- Duly filled in Technical Proposal Forms **TECH – 7 to TECH – 11**

** Externally Aided Projects (EAP) funded through Ministry of Economic Affairs, Govt. of India by World Bank, DFID, JICA, ADB, KfW and European Commission etc.*

*** Financial Years (2017-18, 2018-19 and 2019-20)*

NB:

Bidders should submit the required supporting documents as mentioned above. Bids not conforming to the eligibility criteria and non-submission of required documents as listed above will lead to summary rejection of the bid. Submission of forged documents will also result in rejection of the bid. Bidders are advised to study all instructions, forms, terms & conditions and other information as mentioned in the RFP Document. The proposal must be complete in all respect, indexed and hard bound. Each page should be numbered and certified by the authorised representative of the bidder. Failure to comply with the RFP requirements and conditions will result in outright rejection of the bid.

3. Bid Processing Fee :

The bidder must furnish as part of technical proposal, the required bid processing fee amounting to **Rs. 5, 000/- (Five Thousand Rupees Only)** in shape of Demand Draft from any scheduled commercial bank in favour of **“The DDO, Health & Family Welfare Department ”** payable at Bhubaneswar. Proposals received without bid processing fee will be rejected.

4. Bid Security Declaration :

The bidder must furnish, as part of the technical proposal, with an “Bid Security Declaration” **(As per the format given in Annexure - V)** accepting that if the bidder withdraw or modify their bids during period of its validity, they will be suspended for three years. This is as per the OM No.8943/F, Dated: 18/03/2021 and OM No.281/F, Dated: 05/01/2022 issued by Finance Department, Government of Odisha.

5. Validity of the Proposal:

Proposals shall remain valid for a period of **120 (One Hundred Twenty 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.

6. Submission of Pre Proposal Queries:

Bidders can submit their queries as per the prescribed format provided at **(Annexure-II)** in respect to the RFP Document and other details if any, to Health and Family Welfare Department by e-mail at **Email: slmuombadc@gmail.com** with a copy to **psppomu@gmail.com** by **Dt. 17.05.2022 up to 5:00PM**. Clarifications to the above will be uploaded in the department website for information of the bidders latest by **Dt. 20.05.2022**. Queries submitted beyond the above deadline will not be entertained. Request for alteration/change in existing terms and conditions of the RFP will not be considered /entertained.

7. Authorised Signatory:

The authorized signatory of the bidder should be duly authorized by a Power of Attorney authorizing him/her to perform all tasks related to RFP submission, including but not limited to sign and submit the bid and to participate in the bidding process on behalf of the bidder. Also the person will act as nodal officer/contact person on behalf of the bidder during execution of contract period. The format for the Power of Attorney is given at **TECH-4** of this RFP document. Each page of RFP should be initialled by the authorized signatory of the bidder.

8. Submission of Proposal:

Bidder must submit their proposals by **Registered Post / Speed Post** only to the specified address on or before the last date and time for submission of proposals as mentioned in Bidder Data Sheet. The Client will not be responsible for postal delay / any consequence in receiving of the proposal. The proposal must have to be submitted in two parts. Each part should be separately bound with no loose sheets. Each page of the two parts should be page numbered and in conformation 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.

The procedure for submission of the proposal is described below:

i. **Technical Proposal (Original + 1 Copy + Soft Copy in word format in CD / USB Drive):**

The envelope containing technical proposal shall be sealed and superscripted as **“TECHNICAL PROPOSAL –“Establishment of State Level Monitoring Unit (SLMU)for monitoring of OMBADC funded Health Sector Projects”**. The duly filled-in technical proposal submission forms, soft copy in Word format in CD / USB along with all the supportive documents and information have to be furnished as part of technical proposal as per the requirement.

ii. **Financial Proposal (Original + 1 Copy + Soft Copy in pdf form):**

The envelope containing financial proposal shall be sealed and superscripted as **“FINANCIAL PROPOSAL –“Establishment of State Level Monitoring Unit (SLMU)for monitoring of OMBADC funded Health Sector Projects”**. The duly filled-in financial proposal submission forms should contain the detailed price offer for the proposed assignment and have to be furnished as per the prescribed format only along with soft copy in pdf form in CD / USB Drive as part of financial proposal.

Both the above envelopes have to be sealed and placed inside a third main envelope with proper labeling of following information in bold:

NAME OF THE ASSIGNMENT:

RFP NUMBER AND DATE:

NAME OF THE BIDDER:

ADDRESS OF THE BIDDER:

DEADLINE FOR SUBMISSION OF BID:

Any deviation from the prescribed procedures / information / formats / conditions shall result in out-right rejection of the proposal. All the pages of the proposal have to 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 out-rightly rejected.

9. Opening of the proposal :

The FIRST ENVELOPE containing **TECHNICAL PROPOSAL** will be opened in the initial stage by the Client in presence of the bidder’s representatives at the location, date and time specified in the Bidder Data Sheet. The Client will constitute a Consultant Evaluation Committee (CEC) to evaluate the proposals submitted by bidders. Only one representative with proper authorization letter from the participating bidder will be allowed to attend the bid opening meeting. The SECOND ENVELOPE containing **FINANCIAL PROPOSAL** only of the **technically qualified bidders** will be opened after completion of technical evaluation stage. The date and time for opening of the financial

proposal will be intimated accordingly to the technically qualified bidders well in advance.

10. Evaluation of Proposal:

A three stage process will be adopted as explained below for evaluation of the proposals:

- **Preliminary Evaluation (1st Stage):** Preliminary evaluation of the proposals will be done to determine whether the proposal comply to the prescribed eligibility condition and the requisite documents / information have been properly furnished by the bidder or not. Submission of following documents / information will be verified:
 - Filled in Bid Submission Check List in Original (**Annexure-I**)
 - Covering letter (**TECH – 1**) on bidder's letterhead requesting to participate in the bidding process.
 - Bid Processing Fee as applicable
 - Bid Security Declaration Form (**Annexure - V**)
 - Copy of Certificate of Incorporation/ Registration
 - Copy of PAN
 - Copy of Goods and Services Tax Identification Number (**GSTIN**)
 - Copy of EPF & ESI Registration Certificate
 - Copies of IT Return for the last three assessment years (**AY 2018-19, 2019-20 and 2020-21**).
 - General Details of the Bidder (**TECH – 2**)
 - Financial Details of the bidder (**TECH – 3**) along with all the supportive documents as applicable duly signed and certified as per the instruction.
 - Power of Attorney (**TECH – 4**) in favour of the person signing the bid on behalf of the bidder.
 - List of completed assignments of similar nature (Past Experience Details, **TECH – 5**) along with copies of contracts / work orders from previous clients.
 - Self-Declaration on Conflict of Interest (**TECH -5**)
 - Undertaking for not having been black-listed by any Central / State Government / Any other autonomous bodies/ International & National Organisation in the recent past. (**TECH – 6**)
 - Duly filled in Technical Proposal Forms **TECH – 7 to TECH -11**.
 - All the pages of the proposal and enclosures / attachments are signed by the authorised representative of the bidder

Bid not complying any of the above requirement, will be outrightly rejected.

- **Technical Evaluation (2nd Stage):** Technical proposal will be opened and evaluated for those bidders who qualify the preliminary evaluation stage. Technical evaluation of the proposals of the qualified bidders shall be made as per the following technical parameters:

Sl. No.	Bid Evaluation Parameters	Maximum Mark
	1. Experience of the Bidder	25
1.1	Number of years in business for professional manpower supply <ul style="list-style-type: none"> • 5 to 8 years = 3 Mark • 8 to 10 years = 4 Mark • More than 10 years = 5 Mark 	5
1.2	Numbers of eligible professional manpower services deployment contracts (As per the condition : Sl. No. 3 / Eligibility Criteria) <ul style="list-style-type: none"> • 1 eligible contract = 3 Mark <p style="text-align: center;">(Maximum 5 eligible contracts)</p>	15
1.3	Financial Turnover from professional manpower deployment service <ul style="list-style-type: none"> • 1.00 Cr to 1.50 Cr INR = 3 Mark • 1.50 Cr to 2.00 Cr INR = 4 Mark • More than 2.00 Cr INR = 5 Mark 	5
2	Understanding about the assignment and overall manpower deployment & management strategy (written proposal)	15
3	Professionals proposed: by the Agency <ul style="list-style-type: none"> A. State Coordinator (OMBADC) = 20 mark B. Accounts Manager = 10 Mark C. Consultant (Civil) = 10 Mark D. Program Associate = 10 Mark 	50
4	Technical Presentation	10
	Grand Total	100

**** Bidders who secure above 60 marks from 90 marks during the evaluation of technical proposal will be called for technical presentation.***

Bidders will make a presentation before the Client during the technical evaluation stage. The objective of the presentation is to enable the Client to evaluate the bidders about their understanding and preparedness for the proposed assignment.

Clarifications, if any, as required by the Client will also be discussed during the meeting. The schedule for the technical presentation will be intimated to the qualified bidders before 7 days from the date of technical presentation. The financial proposals of the technically qualified bidders will be opened on same day / subsequent working day. The bidder whose technical proposal secures above **70 Mark** in the technical evaluation stage, will be qualified for opening of the financial proposal.

- **FINANCIAL EVALUATION (3rd Stage):** The financial proposals of the technically qualified bidders only shall be opened at this stage in the presence of the bidder's representative who wishes to attend the meeting with proper authorization letter. The name of the bidder along with the quoted financial price will be announced during the meeting.

11. Evaluation Method:

Least Cost Selection (LCS) method will be followed during the overall selection process. The Financial bid will be opened only for the technically qualified bidders. The bidder with the lowest evaluated financial bid (L1) among all the technically qualified bids will be considered as preferred bidder and consider for negotiation subject to fulfilment of the terms and conditions of the RFP Document. If the negotiation with the L1 bidder fails, then the Client may invite the L2 bidder to execute the assignment at L1 price. For the purpose of evaluation, the total evaluated cost shall be inclusive of GST for which the Client will make payment to the agency including service charges and other administrative expenses etc.

12. **Performance Security:** Within 7 days of notifying the acceptance of proposal for the award of contract, the qualified bidder shall have to furnish a Performance Security in the form of Performance Bank Guarantee (PBG) / Fixed Deposit Receipt (FDR) amounting to **3% of the total contract value (Refer Finance Department OM No. 8952/F, Dated: 18.03.2021)** from a scheduled commercial bank situated in Bhubaneswar in favour of **"The DDO-cum-Under Secretary to Government, Health & Family Welfare Department "**, as per the format at **Annexure-II**, for a period of three months beyond the entire contract period (i.e. performance security must be valid from the date of effectiveness of the contract to a **period of 3 months beyond the contract period**) as its commitment to perform services under the contract. Failure to comply with the requirements shall constitute sufficient grounds for the forfeiture of the PBG. The PBG shall be released immediately 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 PBG.

13. Contract Negotiation:

Contract Negotiation will be held at a date, time and address as intimated to the preferred bidder. The bidder will, as a pre-requisite for attendance at the negotiations, confirm availability of all the proposed staff for the assignment. Representative conducting negotiations on behalf of the bidder must have written authority to

negotiate and conclude a contract. Negotiation will be performed covering technical and financial aspects, if any and availability of proposed professionals etc.

14. Award of Contract:

After completion of the contract negotiation stage, the Client will notify the successful bidder in writing by issuing an offer letter for signing the contract and promptly notify all other bidders about the result of the selection process. The successful bidders will be asked to sign the contract after fulfilling all formalities within 15 days of issuance of the offer letter. After signing of the contract, no variation or modification of the terms of the contract shall be made except by written amendment signed by both the parties. The Contract would be valid for **3 Years** from the date of effectiveness of the Contract subject to annual renewal on satisfactory performance. ***Sub-contracting is not allowed under this RFP.***

15. Conflict of Interest:

Conflict of Interest exists in the event of: (i) conflicting assignments, typically monitoring and evaluation/environmental assessment of the same project by the eligible bidder; (ii) agencies or institutions (individuals or organisations) who have a business or family relation with the Client directly or indirectly; and (iii) practices prohibited under the anti-corruption policy of the Government of India and Government of Odisha. The bidders are to be careful so as not to give rise to a situation where there will be any conflict of interest with the Client as this would amount to their disqualification and breach of contract.

16. Disclosure:

- a. 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.
- b. Bidders must disclose if they 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.
- c. 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.

17. Anti-corruption Measure:

- a. 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.
- b. 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.

18. 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.

19. 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. Bidder/s are not allowed to submit more than one proposal under the selection process. Alternate bids are also not allowed.

20. Legal Jurisdiction:

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

21. Governing Law and Penalty Clause:

The schedule given for delivery is to be strictly adhered to in view of the strict time schedule. Any unjustified and unacceptable delay in delivery shall render the bidder liable for liquidated damages and thereafter the Client holds the option for cancellation of the contract for pending activities and complete 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.

If the agency fails to deploy manpower service within the original delivery period, unless such failure is due to force majeure situation or due to Client's default, liquidated damage shall be imposed at an amount equivalent **@1% of the value of the Contract** of

delayed portion per month or part thereof subject to maximum @10% of the total contract value.

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. Client at any time feels & ascertain that the agency is not in a position to deliver manpower service within the deployment period or taking no steps for deployment of manpower, it shall be open to the Client to terminate the contract and forfeit the Performance Bank Guarantee.

22. 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 Agency 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. During the execution of the assignment except with prior written consent of the Client, the Agency or its personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the contract.

23. Amendment of the RFP Document:

At any time before submission of proposals, the Client may amend the RFP by issuing an addendum through Health and Family Welfare Department website. 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.

24. 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 there of and thereby incurring any liability to the bidders.

25. Copyright, Patents and Other Proprietary Rights:

Health and Family Welfare Department, Government of Odisha shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights and trademarks, with regard to documents and other materials which bear a direct relation to or are prepared or collected in consequence or in the course of the execution of this contract. At the Client's request, the Agency shall take all necessary steps to submit them to the Client in compliance with the requirements of the contract.

26. Termination of Contract

The contract can be terminated by the Client with written notice of 30 days. However, during the execution of contract, both the parties shall discharge their due obligations. The Client reserves the right to suspend any of the Services and/or terminate the Contract under the following circumstances:

- If the performance of the agency is found to be non-satisfactory and falls below expectations of the Department;
- If the engaged Agency resorts to unfair practices;
- If the engaged Agency provides false information consciously;
- If the engaged Agency fails to meet targets as agreed mutually.
- Misconduct by the professional manpower provided by the Agency;
- If the Client, in its sole discretion and for any reason whatsoever, decides to terminate the contract.
- If the Agency becomes insolvent or bankrupt, goes into liquidation etc. or does not abide to the code of conduct.
- In the event of any direction issued by the Government of Odisha., Client shall have right to terminate the contract with proper notice.
- If agency fails to perform any other obligation under the Contract to the satisfaction of the Client.

27. Replacement of Key Personnel:

The Professionals and Support Staff to be deployed under this contract must be dedicated in nature. **No replacement of resources is allowed within the lock in period of 1 Year from the date of effectiveness of the contract.** The Client will not normally consider substitutions during contract period unless both the parties agree that such substitutions unavoidable, and for reasons such as death or medical incapacity which is really beyond the control of bidder. The Client also reserves the right to request the Agency to replace the deployed key personnel if they are not performing to a level of satisfaction of the Client. After written notification, the Agency will provide CV of appropriate candidates within Fifteen (15) days for review and approval. The Agency must replace the personnel within Fifteen (15) working days from the date of approval of replacement. If one or more key personnel become unavailable / leave the project for any reason midway under the contract, the Agency must notify the Client at least fourteen (14) days in advance, and obtain the approval prior to making any substitution. In notifying the Client, the Agency shall provide an explanation of circumstances necessitating the proposed replacement and submit justification and qualification of replacement personnel in sufficient detail to permit evaluation of the impact on the engagement. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and must be submitted to the Client within 15 days of departure of original professional. In case of substitution of key personnel, the Client reserves the right to examine / assess the new personnel proposed to be provided as replacement. **Change in Key Resources within the lock in period will attract a penalty of 5% of the contract value for the first year.** Frequent change / Replacement of Resources from the Agency's side will lead to imposition of penalty by the Client as per the agreed terms and conditions of the contract subsequently termination of the contract. In case there is a gap in replacement of any Key Professionals and Support Staff, exceeding 15 days, no remuneration will be provided for that period.

28. 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, wars or 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, Client reserve the right to cancel the contract without any obligation to compensate the agency in any manner for what so ever reason.

29. Settlement of Dispute:

The Client and the Agency shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or arising from or in connection with the Contract within thirty (30) days from the commencement of such informal negotiation. All dispute resolution proceedings shall be held at Bhubaneswar, Odisha, and the language of such proceedings and that of all documents and communications between the parties shall be in English. Secretary to Government, Health and Family Welfare Department will be the final authority to resolve any dispute arising between Client and the Agency.

30. Engagement of Resources by the Agency:

The selected Agency shall propose the CVs for all position with detailed qualification, age, post qualification experience, area of specialization, positions/designations of proposed resources in line with the requirement in the Terms of Reference enclosed in Annexure-8 along with the technical proposal. The Client shall evaluate the CVs for deployment based on qualification, age, post qualification experience, area of specialization and if personal interview. The name of the selected professionals/ Support Staff shall be intimated to the concerned agency. The remuneration of the deployed resources to be paid by the agency and the same shall be reimbursed by the Client on submission of supporting documentary evidence regarding the payment of salaries as well as statutory dues like EPF, ESI and professional charges (if any) paid/deposited by the agency in respect of the deployed resources. In case the performance of a deployed resource is found unsatisfactory, more competent resources shall be provided for interview & selection within 15 days from the date of intimation the same to the Agency.

31. Disqualification of Proposal:

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

- Proposal submitted without Bid Processing Fee as applicable
- Proposal submitted without Bid Security Declaration
- 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 commercial bid submitted with assumptions or conditions
- **Same CV proposed in different bids shall not be taken into consideration.**
- Bids with any conditional technical and financial offer
- If the bidder provides any assumptions in the financial proposal or qualifies the commercial 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 requirements of the scope of the work
- 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.***

SECTION: 3

TERMS OF REFERENCE

Introduction

The mineral bearing regions contribute a significant share to the state economies. These regions provide a strong foundation for the economy and determine state can achieve sustainable growth in the long run. Abundance of natural resources open up huge economic opportunities leading to wealth generation.

Odisha Mineral Bearing Areas Development Corporation (OMBADC) was formed as a Section 25 company on 2nd December, 2014 as per the directive of Hon'ble Supreme Court of India for undertaking specific tribal welfare and area development works so as to ensure inclusive growth of the mineral bearing areas. As per mandate, OMBADC will finance projects executed by Line Departments relating to livelihood intervention, health, water supply, sanitation, education etc, from the funds maintained in PL Account of OMBADC. Hence, there is a need to lay down some fundamental principles regarding project financing, execution monitoring applicable to all line Departments, Heads of Departments, Subordinate offices and Sate Level PSUs or Autonomous Agencies under their administrative control.

Funding Mechanism under OMBADC

After approval of the projects by Board of Directors, OMBADC shall issue sanction order to the Line Departments indicating the Executing Agencies under their administrative control, mentioning the project details, sanctioned amount and other details like period of execution and payment schedule etc. The sanctioned amount shall be released in accordance with the payment schedule, to be mutually agreed between OMBADC and the implement Agency/Department.

In addition to the budgetary resources of the State Government, an extra-budgetary resource also been provided by Odisha Mineral Bearing Areas Development Corporation (OMBADC) for utilisation under health sector to provide affordable and quality health care services for the people of Odisha. Several projects in have been taken up strictly in accordance to the direction of the Hon'ble Supreme Court.

The details of the phase-wise allocation of the funds for four districts i.e. Keonjhar, Mayurbhanj, Sundargarh and Jajpur to undertake health sector developmental projects under OMBADC funding are given below:

Sl. No.	Projects Approved	Sanctioned Amount in INR	Period of sanction by OMBADC
1	Up-gradation of Infrastructure in Health Institutions All the four district (Keonjhar, Mayurbhanj, Sundargarh, Jajpur)	Rs 1298.85 Cr	2018-19
2	Construction of 150 bedded MCH Building at Jajpur	Rs 66.44 Cr.	2019-20

3	Strengthening of Health System in Mayurbhanj District	Rs 47.25 Cr	2020-21
4	Procurement of Medical Equipment for Health facilities in Mayurbhanj District	Rs 3.21 Cr	2020-21

The allotment provision may vary from time to time and the number of districts may also increase or decrease.

The different categories of Health Sector development projects approved under OMBADC are as follows:

- a. Upgradation of Infrastructure in Health Care Institutions in terms of both civil construction/ equipment at DHHs/ CHCs/ PHCs/ Sub Centers/ General Ayurvedic Dispensaries/ General Homeopathy Dispensaries etc., for Strengthening of OPD Services/ IPD Services and non-clinical services etc.
- b. Improving Access to Health Care: To address the gap between availability and accessibility of health services to the peoples such as e Procurement and operationalization of ALS/ BLS Ambulances, Bike Ambulances/ Mobile medical Units/ Mobile Vision Centers/ Digital Dispensaries etc.
- c. Establishment of Emergency Trauma Care Centers
- d. Telemedicine Care Projects: To ensure assured quality primary health care to the people and find linkage to available secondary & tertiary health care for the people residing in difficult to reach areas.
- e. Special Public Health Programs such as Prevention and Control of Vector Borne Diseases” and “Prevention and Control of Pulmonary Diseases”.

Objective

In order to monitor and expedite the implementation of various health sector development projects implemented under OMBADC funded districts, it is proposed to set up a State Level Monitoring Unit (SLMU) under Health and Family welfare Department and District Level Monitoring Unit (DLMUs) at District level for the purpose of periodic monitoring and effective implementation of health sector development projects at the project locations. The State Level Monitoring Unit (SLMU) shall be functional at Health and Family Welfare Department under the direct supervision of State Nodal Officer (Admin-OMBADC) and the District Level Monitoring Unit (DLMU) shall be functional at the district level under the direct supervision of respective CDM&PHOs.

Health and Family Welfare Department will hire a Manpower Service Providing Agency for required manpower for SLMU and the respective District Collectors may engage man power for DLMU (as per norms indicated by Government) either through own means or they may (independently) engage the State Agency at the cost norms approved by the State.

The objective of this assignment is to hire a reputed Manpower Service Providing Agency through a competitive bidding process to provide qualified professionals and support staff to State Level Monitoring Unit (SLMU) under Health and Family welfare Department.

Scope of Work for SLMU (Finance Related Activities to be included)

- Providing techno-managerial support to the department in sync within the applicable rules for implementing and monitoring projects/ schemes under OMBADC.
- Providing assistance to State Level Monitoring Unit in Health and Family Welfare Department for efficient and effective allocation of resources for development and welfare schemes for the mining affected areas and people.
- Providing guidance for project formulation including DPR examination, preparation, project designing, project implementation, resource utilisation and reporting.
- Compliance to the requirements of the regulatory authorities- statutory and administrative.
- Preparation of OMBADC funds distribution statement and release of funds as per approved DPR to executing agencies and monitor & follow up with implementing agencies on expenditure and timely submission of SOE/UC and subsequent financial report to administrative department.
- Ensuring of the financial norms and regulations prescribed under OMBADC rules are adhered to by the executing Agencies.
- Preparation of Annual Accounting/ Financial Statements and provide assistance during financial audits by internal or external Agencies.
- Providing strategic direction and ideas for innovation for effective utilisation of OMBADC funds for comprehensive development of people in mining affected areas.
- Acting as an interface between Administrative (Line) Department/State and District level Agencies and development agencies at the District level for facilitating and expediting field level implementation
- Facilitating generation of periodic MIS reports for concurrent monitoring of the project formulation, project approval and project implementation processes, outputs and outcomes by the higher management.
- Conducting periodic monitoring and evaluation of programmatic interventions, quality control, ensuring value for money and financial accountability.
- Facilitate monitoring of the activities of DLMUs.
- Any other task assigned by Health and Family Welfare Department from time to time.

Set up of SLMU at State Level

The SLMU shall have a compact structure. It will function in the Health and Family Welfare Department and the manpower of the SLMU shall be supervised by the State Nodal Officer (Admin- OMBADC Projects)

The SLMU shall be composed of Professionals having experience in project planning and management working with government/ bilateral/ multilateral development agencies on social and economic sector projects/programmes. The SLMU will have five members' team. The manpower of the SLMU will report to the State Coordinator - OMBADC for day to day activity. All the positions shall be contractual in nature.

The composition and structure of SLMU is described below:

State Coordinator - OMBADC (1 position)

Accounts Manager (1 position)

Consultant - Civil (1 position)

Program Associate (1 position)

Data Entry Operator (2 position)

Structure of State Level Monitoring Unit (SLMU)

NB:

NB:

Based on the future requirement, the number of professionals, Programme Associate and Support Staff may increase. The selected service manpower provider must be willing to provide the required resource(s) as and when required on pro-rata basis.

Roles and Responsibilities of Resources at SLMU

A. State Coordinator (OMBADC)

- To examine the Detailed Project Reports (DPRs) of the Districts and prepared consolidated analysis report for approval at the appropriate level.
- Provide techno-managerial support for execution of DPR approved activities at the District level and follow up for timely completion of activities by the executing Agencies.
- Regularly track the progress of activities and flagging operational and administrative issues, if any, at the appropriate level for early resolution.
- Coordinate and liaison with the Line Departments and State OMBADC Office pertaining to the program and activities.
- Supervise the overall activities of the other Consultants under the Cell.
- Facilitate in organizing meetings /preparation of documents for review meetings relating to OMBADC at the State level.
- Extensive Visit with team members to the field for monitoring the physical progress of projects and furnishing the review reports to the State Nodal Officer (Admin – OMBADC)
- Any other task assigned by Health & Family welfare Department from time to time.

B. Consultant (Accounts)

- To ensure that all accounting/financial management under OMBADC is satisfactorily taken care of.
- Preparation of OMBADC funds distribution statement and release of funds as per the approved DPR to the executing Agencies.
- Monitor and follow up with the executing Agencies on expenditure and timely submission of SOE/UC and subsequent financial report to the State OMBADC Office.
- Ensure that the financial norms and regulations prescribed under OMBADC rules are adhered to by the executing Agencies.
- Annual Accounting/ Financial Statements are properly prepared and provide necessary information during financial audits by internal or external Agencies.
- Any other task assigned by Health & Family welfare Department from time to time.

C. Consultant (Civil)

- To find out the areas where OMBADC fund can be supplemented to address infrastructure gaps in Health Institutions in consultation with the OMBADC Districts and Civil Section of State Program Management Unit (SPMU), National Health Mission (NHM).
- Facilitate in layout planning and budgeting for required infrastructure development in coordination with Civil Section of SPMU, NHM.
- Follow up with the Executing Agencies for timely completion of project work under OMBADC along with quality of work.
- Work documentation and preparation of progress report from time to time for review at different level.
- Identification of operation issues and flagging it at the State level.

- Any other task assigned by Health & Family welfare Department from time to time.

D. Program Associate

- Designing of monitoring tools, data collection systems and reporting frameworks.
- Providing support for analysis, interpretation and reporting the results of the program.
- Support in preparation of presentation and analysis report for review meetings.
- Any other task assigned by Health & Family welfare Department from time to time.

E. Data entry Operator (2 Nos)

- Provide the required support for data entry to the SLMU (OMBADC) at the H&FW Department
- Regular entry of district wise monthly progress reports and compilation.
- Provide support in preparation of presentation and status report for review/meetings.
- Any other task assigned by Health & Family welfare Department from time to time.

Mode of Selection of Manpower for SLMU

The above manpower shall be engaged on outsourced basis by a Professional Manpower Service Provider Agency of national repute through open bidding process to provide qualified and experienced manpower for functioning of the SLMU at the State level under Health & Family Welfare Department. The details of the proposed professionals and support staff to be deployed under SLMU are provided at **Annexure – IV.**

Duration of SLMU

Initially the SLMU will be operational for a period of three **(3) years** subject to annual renewal based on the performance review of the unit by the competent authority. Based on requirement of the Government, this may be extended further. There will be 5 % annual increase on the contracted remuneration rates for each professional and support staff provided that the annual performance meets the expectations of the authority and subject to availability of resources. The functioning of SLMU is co-terminus with OMBADC Project.

Establishment of SLMU

The SLMU shall work under the Health and Family Welfare Department. State Nodal Officer (Admin-OMBADC) shall monitor the activities / performances of the SLMU.

The SLMU will be provided with office space, furniture, equipment and stationeries by the Health and Family Welfare Department. The expenditure to be incurred for functioning of the SLMU shall be borne from OMBADC-Project fund.

Reporting Requirements and Payment Term

The SLMU shall submit a Work Plan as required and work according to deliverables and timelines. It shall submit Quarterly and Yearly Progress Report within the prescribed time frame. The payment to the Agency will be made on quarterly basis on submission of the quarterly report by the Agency and subject to adherence to deliverables and timelines & approval of the same by the competent authority.

The payments shall be made directly to the bank account of the agency. No cash payment is allowed. The agency will be responsible for payment of the remuneration of the deployed resources to their bank account by 7th of succeeding month. TDS under IT Act and any other Act as applicable & statutory deductions as per Govt. norm shall be deducted from the bills. All bills are to be submitted as per GST Act & Rules as applicable.

Responsibilities of the Manpower Agency:

The Agency will be responsible for deployment of qualified manpower. The manpower will be deployed as agreed to in the Terms of Reference. This dedicated team of professionals / Support Staff would be engaged by the Agency for carrying out the assignment. The manpower deployed by the Agency will be dedicated full time for this service and shall be retained with that exclusive requirement. To ensure quality, the Agency shall support in developing different modalities, policies and guidelines for managing the manpower deployed for the purpose. The selected Agency will provide services through deployment of suitable manpower, having result orientation with potential to lead a thematic unit and ability to extend quality support to State and Districts level. Periodic monitoring and evaluation exercises will be conducted to assess the progress of Schemes / Projects. The Agency will develop comprehensive systems to assess the maturity of the output throughout the project duration on various parameters such as institutional strength, financial strength, and governance.

The Agency shall be responsible for any physical damage to equipment, property and third party liabilities caused by acts on part of its deployed resources at the premises of Client. All equipment shall be used only for the purpose of carrying out legitimate business of Client and shall not be put in any other use. The manpower deployed by the Agency shall maintain office decorum. They shall be courteous, polite and cooperative and able to help the personnel of Client and resolve their problems. The Agency shall verify the character antecedents before providing CVs of professionals and deploying any person at Client's premises. Personnel deployed by the Agency will have no criminal antecedents; same will be verified and certified by the Agency. The manpower deployed will be entitled to avail Gazetted holidays of the Government of Odisha and 12 (twelve) days of leave on annual basis, which can be availed to the extent of monthly accrual & accumulation basis. Any other leave will be treated as un-paid and in case of absence from the duty, the payable remuneration will be appropriated accordingly.

SECTION: 4

TECHNICAL PROPOSAL SUBMISSION FORMS

TECH -1

COVERING LETTER

(ON BIDDERS LETTER HEAD)

[Location, Date]

To:

**The Addl. Secretary to Government and Nodal Officer,
OMBADC Cell , Lok Seva Bhawan , Bhubaneswar**

**Subject: ESTABLISHMENT OF STATE LEVEL MONITORING UNIT (SLMU) FOR MONITORING OF
OMBADC FUNDED HEALTH SECTOR PROJECTS [TECHNICAL PROPOSAL]**

Dear Sir,

I, the undersigned, offer to provide the services for the proposed assignment in respect to your Request for Proposal No. _____, Dated: _____. I hereby submitting the proposal which includes this technical proposal sealed under a separate envelope. Our proposal will be valid for acceptance up to **120 Days** and I confirm that this proposal will remain binding upon us and may be accepted by you at any time before this expiry date.

All the information and statements made in this technical proposal are true and correct and I accept that any misinterpretation contained in it may lead to disqualification of our proposal. If negotiations are held during the period of validity of the proposal, I undertake to negotiate on the basis of the proposal submitted by us. Our proposal is binding upon us and subject to the outcomes of the contract negotiations.

I have examined all the information as provided in your Request for Proposal (RFP) and offer to undertake the service described in accordance with the conditions and requirements of the selection process. I agree to bear all costs incurred by us in connection with the preparation and submission of this proposal and to bear any further pre- contract costs. In case, any provisions of this RFP/ ToR including of our technical & financial proposal is found to be deviated, then your department shall have rights to reject our proposal. I confirm that, I have the authority to submit the proposal and to clarify any details on its behalf.

I understand you are not bound to accept any proposal you receive.

I remain,

Yours faithfully,

Authorized Signatory with Date and Seal:

Name and Designation: ____

Address of Bidder: __

TECH - 2

General Details of the Bidder

Sl. No.	Description	Full Details
1	Name of the Bidder	
2	Address for communication: Tel : Fax: Email:	
3	Name of the authorized person signing & submitting the bid on behalf of the Bidder: Mobile No. : Email id : <i>(Attach power of Attorney as per prescribed format)</i>	<i>(Attach power of Attorney as per prescribed format)</i>
4	Registration / Incorporation Details Registration No: Date & Year. :	
5	Local office in Odisha If Yes, Please furnish contact details	Yes / No
6	Bid Processing Fee Details Amount : DD No. : Date: Name of the Bank:	
7	Submission of Declaration regarding Bid Security	Yes / No
8	PAN Number	

9	Goods and Services Tax Identification Number (GSTIN)	
10	EPF & ESI Registration Details	
11	Willing to carry out assignments as per the Terms of Reference of RFP	YES
12	Willing to accept all the terms and conditions as specified in the RFP	YES

Authorized Signatory [In full and initials]:

Name and Designation with Date and Seal: _____

TECH -3

(Financial Details of the Bidder)

Financial Information in INR				
Details	FY	FY	FY	Average
	2017-18	2018-19	2019 -20	
Turnover from Professional Manpower Deployment Services (In Cr.)				
Supporting Documents: Audited certified financial statements for the last three FYs (2017-18, 2018-19 and 2019-20) (Submission of copies of relevant document for the respective financial years is mandatory along with this for) <i>Filled in information in this format must have to be jointly certified and sealed by the company auditor and the authorized representative of the bidder and to be furnished in original along with the technical proposal failing which the proposal will be out rightly rejected. No scanned copy will be entertained.</i>				

Signature and Seal of the Auditor with Date and Seal (In original)

Name of the Audit Firm:

Unique Document Identification Number (UDIN):

ICAI Membership No:

Address with Contact Details:

Authorized Signatory [*Date and Seal*]: _____

Address of the Bidder: _____

[NB: No Scanned Signature will be entertained]

TECH - 4

FORMAT FOR POWER OF ATTORNEY

(To be submitted in original on Bidder's Letter Head)

Dated: _____

POWER OF ATTORNEY

I, _____, the _____ <Designation>of <Name of the Organisation>in witness whereof certify that <Name of person>is authorized to execute the attorney on behalf of <Name of Organisation>, <Designation of the person>of the organisation acting for and on behalf of the organisation under the authority conferred by the < Notification / Authority order no.>Dated <date of reference>has signed this Power of attorney at <place> on this day of <day><month>, <year>.

The signatures of <Name of person>in whose favour authority is being made under the attorney given below are hereby certified.

Name of the Authorized Representative:

(Signature of the Authorized Representative with Date)

ACCEPTED:

Signature, Name & Designation of person executing attorney:

TECH – 5

INFORMATION REGARDING ANY CONFLICTING ACTIVITIES AND DECLARATION THEREOF

(To be submitted on Bidder's Letter Head)

Are there any activities carried out by your agency which are of conflicting nature as mentioned in Section 2: [Information to the Bidder] under Eligibility Criteria: Para (6). If yes, please furnish details of any such activities.

If no, please certify,

I, hereby declare that our agency as Individual / as a member of any consortium is not indulged in any such activities which can be termed as the conflicting activities as mentioned in **Section 2: [Information to the Bidder] under Eligibility Criteria: Para (5)**.

I, also acknowledge that in case of misrepresentation of any of the information, our proposal / contract shall be rejected / terminated by the Client which shall be binding on us.

Authorized Signatory [with Date and Seal]: _____

Communication Address of the Bidder: _____

TECH - 6

Undertaking regarding not Banned / Blacklisted

(To be submitted on Bidder's Letter Head)

In response to the RFP No. _____, Dated: _____

Name of the Assignment: _____

I/We hereby declare and solemnly swear that our Company / firm is not been banned / blacklisted as on date by any competent court of Law, forum or any State Government or Central Government or their agencies or by any statutory entities or any PSUs.

AND, if at any stage the declaration/statement on oath is found to be false in part or otherwise, then without prejudice to any other action that may be taken, I/We, hereby agree to be treated as a disqualified Bidder for the on-going tender process. In addition to the disqualification the proposal, our concern/entity may be banned / blacklisted.

AND, that I/We shall have no right whatsoever, to claim for consideration of our bid at any stage and the RFP, if any to the extent accepted may be cancelled.

Authorized Signatory : _____

Name and Designation with Date and Seal: _____

TECH - 7

Bidder's Past Experience

(Lists of Professional Manpower Deployment Services Contracts during the last 3 FYs)

Sl. No.	Assignment Details	Name of the Client	Details of Professionals / Support Staff deployed by the Bidder	Contract Value in INR	Date of Award / Commencement of assignment	Date of Completion of assignment	Remarks if any
1							
2							
3							
4							
5							

Authorized Signatory [In full and initials]:

Name and Title of Signatory with date and seal

NB: Bidders are requested to furnish the information up to maximum of 5 similar assignments only. Completed / Ongoing projects having contract value \geq Rs. 50.00 Lakh per year during the last 3 FYs (17-18, 18-19 and 19-20) will be taken into consideration for evaluation. Copies of Work Order / Contract Document for the respective assignments from the previous Client's need to be furnished along with the technical proposal.

TECH - 8

Comments and Suggestions of the Agency on the Terms of Reference / Scope of Work and Counterpart Staff and Facilities to be provided by the Client

A: On the Terms of Reference / Scope of Work:

[The Agency needs to present and justify in this section, if any modifications to the Terms of Reference he is proposing to improve performance in carrying out the assignment. Such suggestions should be concise and to the point, and incorporated in the technical proposal. Modification / suggestion will not be taken into consideration without adequate justification. Any change in manpower resources will not be taken into consideration]

B: On Input and Facilities to be provide by the Client:

[Comment here on inputs and facilities to be provided by the Client with respect to the Scope of Work and Study Implementation]

Authorized Signatory [In full and initials]:

Name and Designation with Date and Seal: _____

TECH - 9

DESCRIPTION OF APPROACH, METHODOLOGY AND WORKPLAN TO UNDERTAKE THE ASSIGNMENT

[Technical approach, methodology and work plan are key components of the technical proposal. In this Section, bidder should explain his understanding of the scope and objectives of the assignment, approach to the services, methodology for carrying out the assignment.]

- A. Understanding of Scope and the Objectives of the Assignment**
- B. Methodology including proposed management plan:**
- C. Staff Deployment Strategy and Provisions to secure and retain proposed Resources:**

Authorized Signatory [*In full and initials*]:

Name and Designation with Date and Seal: _____

NB: Bidders are requested to furnish the above information limiting it up to 3 pages only with Arial Font Size-10.

TECH - 10

Format of Curriculum Vitae (CV) for Proposed Key Professional

[For each position of key professional separate form Tech -11 will be prepared]

1. **Proposed Position:**
2. **Name of Agency:**
3. **Name of Staff:**
4. **Date of Birth:**
5. **Nationality:**
6. **Education:**

[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]

7. **Membership in Professional Associations:**
8. **Other Trainings:**
9. **Countries of Work Experience:**
10. **Languages:**

[For each language indicate proficiency: excellent, good, fair, or poor; in speaking, reading, and writing]

11. **Employment Record:**

*[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held. For experience in **last ten years**, also give types of activities performed and Client references, where appropriate as per the prescribed format given below]*

From [Year]	To [Year]
Employer Name:	
Position Held:	
Details of the Task Assigned <i>[List all tasks to be performed under this Assignment/job]</i>	

12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned

[Among the Assignment/jobs in which the staff has been involved, indicate the following information for those Assignment/jobs that best illustrate staff capability to handle the tasks listed under point 12.]

Name of the Project	
Year	
Location	
Name of the Client	
Project Feature	
Position Held	
Activities Performed	

Certification:

*I, the undersigned, certify that to the best of my knowledge and belief that this CV correctly describes my qualifications and past experiences. I will undertake this assignment for the full project duration in terms of roles and responsibilities assigned in the technical proposal or any agreed extension of activities thereof. I understand that any misstatement herein leads to disqualification of CV. **I declared that my CV has not been proposed by any other bidder under the current bidding process.***

Date:

Signature of Key Professional / Support Staff with Date:

Authorized Signatory [In full and initials]: _____

Name and Designation with Date and Seal: _____

NB: CV write-up restricted to maximum of 3 pages only with quality information relevant to the proposed resources

TECH - 11

Team Composition and Task Assignment

Sl. No.	Name of Professional / Support Staff	Position Assigned	Task assigned
1			
2			
3			
4			
5			

(Please provide the details of all the Key Professionals and Support Staff to be deployed for the proposed assignment as per the format).

Authorized Signatory [In full and initials]: _____

Name and Designation with Date and Seal: _____

SECTION: 5

FINANCIAL PROPOSAL SUBMISSION FORMS

FIN-1

COVERING LETTER

(In Bidders Letter Head)

[Location, Date]

To

**The Addl. Secretary to Government and Nodal Officer,
OMBADC Cell , Lok Seva Bhawan , Bhubaneswar**

**Subject: ESTABLISHMENT OF STATE LEVEL MONITORING UNIT (SLMU) FOR MONITORING OF
OMBADC FUNDED HEALTH SECTOR PROJECTS [FINANCIAL PROPOSAL]**

Sir

I, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal No. _____, Dated: _____. Our attached Financial Proposal is for the sum of **[Insert amount(s) in words and figures*]**. This amount is inclusive of GST as applicable. I do hereby undertake that, in the event of acceptance of our bid, the services shall be provided in respect to the terms and conditions as stipulated in the RFP document.

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the proposal of **120 days**. I have carefully read and understood the terms and conditions of the RFP and do hereby undertake to provide the service accordingly.

I understand that you are not bound to accept any proposal you receive.

I remain,

Yours faithfully,

Authorized Signatory [In full and initials]:

Name and Designation of Signatory with Date and Seal:

Address of the Bidder:

**Amount must match with the one indicated in FIN-2*

FIN-2

SUMMARY OF FINANCIAL PROPOSAL

Sl. No	Name of the Position	Requirement (In number)	Remuneration per month per person	Total Remuneration per month	Total Remuneration per Year
1	State Coordinator (OMBADC)	1	80,000.00	80,000.00	9,60,000.00
2	Accounts Manager	1	65,000.00	65,000.00	7,80,000.00
3	Consultant (Civil)	1	65,000.00	65,000.00	7,80,000.00
4	Programme Associate	1	50,000.00	50,000.00	6,00,000.00
5	Data Entry Operator	2	20,000.00	40,000.00	4,80,000.00
A. TOTAL		6		2,41,500.00	28,98,000.00
B. SERVICE CHARGE (Percentage on total remuneration to be quoted)			@_____%	-----	-----
C. A+B in INR					
D. GST in INR			@18% of C	-----	-----
E. GRAND TOTAL IN INR			(C + D)		

- Bidders shall submit the financial proposal as per the prescribed format. Any conditional offer will be outrightly rejected by the Client. The proposal needs to be signed by the authorized representative of the bidder. In the event of any difference between figures and words, the amount indicated in words shall prevail.
- Taxes will be paid by the Client as per the applicable rate under GST from time to time.
- Offered Price shall remain firm and fixed till completion of the contract
- The bidding parameter is the “**service charges**” which should be in percentage quoted on total remuneration of the resources per month. Bidder with lowest evaluated competitive service charges will be the preferred bidder.
- Bids with “Nil” or very “abnormally low quote service charges” will be treated as “Non-responsive and will be rejected during the financial evaluation stage
- Any conditional bid will be rejected.

Authorized Signatory [In full and initials]: _____

Name and Designation with Date & Seal: _____

SECTION - 6

ANNEXURE

Annexure – I

BID SUBMISSION CHECK LIST

SI No	Description	Submitted (Yes/No)	Page No.
TECHNICAL PROPOSAL (ORIGINAL +1 COPY+ SOFT COPY IN WORD Form in CD / USB Drive)			
1	Filled in Bid Submission Check List (ANNEXURE-I)		
2	Covering Letter (TECH -1)		
3	Bid Processing Fee of Rs. 5000/- in form of DD		
4	Bid Security Declaration Form (Annexure – V)		
5	Copy of Certificate of Incorporation / Registration of the Bidder		
6	Copy of PAN		
7	Copy of Goods and Services Tax Identification Number (GSTIN)		
8	Copies of IT Returns for the last 3 Assessment Years (2018-19, 2019-20 and 2020-21)		
9	General Details of the Bidder (TECH - 2)		
10	Financial details of the bidder (TECH - 3) along with all the supportive documents		
11	Power of Attorney (TECH - 4) in favour of the person signing the bid on behalf of the bidder.		
12	Self-Declaration on Potential Conflict of Interest (TECH - 5)		
13	Undertaking for not have been black-listed by any entity (TECH – 6)		
14	Bidder Organisation (TECH - 6)		
15	Bidder's Past Experience (TECH - 7)		
16	Duly filled in other Technical Proposal Submission Forms (TECH – 8 to TECH – 11)		
FINANCIAL PROPOSAL (ORIGINAL + 1 COPY + SOFT COPY IN PDF CD / USB Drive)			
1	Covering Letter (FIN-1)		
2	Summary of Financial Proposal (FIN-2)		

Undertaking:

- *All the information have been submitted as per the prescribed format and procedure.*
- *Each part has been separately bound with no loose sheets and each page of all the two parts are page numbered along with Index Page.*
- *All pages of the proposal have been sealed and signed by the authorized representative.*

Authorized Signatory [In full and initials]: _____

Name and Designation with Date and Seal: _____

FORMAT FOR SUBMISSION OF PRE-PROPOSAL QUERY

The bidders will have to ensure that their queries in soft copy should reach to Health and Family Welfare Department through **Email: slmuombadc@gmail.com** latest by **Dt. 04.06.2022** as per the prescribed format mentioned below:

Sl. No.	Page Number / Section of RFP Document	Current Provision of the RFP	Clarification/s requested by Bidder
1.			
2.			
3.			
4.			
5.			
6.			

Authorized Signatory [In full and initials]: _____

Name and Designation with Date and Seal: _____

[Any deviation to the above prescribed format will not be taken into consideration for clarification. The Client shall not responsible for ensuring that the bidders' queries have been received by them. Any requests for clarifications post submission date and time as per the Bidder Data Sheet of the RFP, shall not be entertained by the Client. The purpose of pre proposal clarification is to provide the bidders with information regarding the RFP terms and conditions, selection process and terms of reference for the assignment. The Client will endeavour to provide timely response to the queries by uploading the same in its website.]

PERFORMANCE BANK GUARANTEE FORMAT

To,

**Additional Secretary to Government and Nodal Officer,
OMBADC, Cell, Health and Family Welfare Department
Lok seva Bhawan, Bhubaneswar**

WHEREAS..... (Name and address of

the Agency) (hereinafter called “the Agency”) has undertaken, in pursuance of RFP No..... Dated to undertake the service of (description of services) (herein after called “the contract”).

AND WHEREAS it has been stipulated by _____(Name of the Client) in the said contract that the Agency shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the Agency, up to a total of (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the Agency to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Agency before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Agency shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This performance bank guarantee shall be valid until the day of, 2022

Our branch at Bhubaneswar (Name & Address of the Bank) is liable to pay the guaranteed amount depending on the filing of claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our Bhubaneswar branch a written claim or demand and received by us at our .Bhubaneswar branch on or before Dt.....otherwise bank shall be discharged of all liabilities under this guarantee thereafter.

.....

(Signature of the authorized officer of the Bank)

.....

Name and designation of the officer

Seal, name & address of the Bank & Branch

Professionals and Support Staff to be deployed by Agency at SLMU

Sl. No.	Name of the Position	Qualification and Experience	Age Limit	Roles and Responsibility	No. of Position	Consolidated Monthly Remuneration in INR (p/m)
1	State Coordinator (OMBADC)	Post Graduate Degree in Social Science/ MSW/MPH/MBA/ MRD from a recognized university / institute with minimum 7 years post qualification experience in social sector preferably in health sector.	50 Years	<ul style="list-style-type: none"> To examine the Detailed Project Reports (DPRs) of the Districts and prepared consolidated analysis report for approval at the appropriate level. Provide techno-managerial support for execution of DPR approved activities at the District level and follow up for timely completion of activities by the executing Agencies. Regularly track the progress of activities and flagging operational and administrative issues, if any, at the appropriate level for early resolution. Coordinate and liaison with the Line Departments and State OMBADC Office pertaining to the program and activities. 	1	80,000.00

				<ul style="list-style-type: none"> • Supervise the overall activities of the other Consultants under the Cell. • Facilitate in organizing meetings /preparation of documents for review meetings relating to OMBADC at the State level. • Extensive Visit with team members to the field for monitoring the physical progress of projects and furnishing the review reports to the Nodal Officer. • Any other task assigned by Health & Family welfare Department from time to time. 		
2	Consultant (Accounts)	Inter ICWA/M. Com / MBA (Finance) from a recognized university/institute with minimum 5 years post qualification experience in the field of accounts / finance management. Computer proficiency with high level of familiarity on data base management program and commonly	50 Years	<ul style="list-style-type: none"> • To ensure that all accounting/financial management under OMBADC is satisfactorily taken care of. • Preparation of OMBADC funds distribution statement and release of funds as per the approved DPR to the executing Agencies. • Monitor and follow up with the executing Agencies on expenditure and timely 	1	65,000.00

		used packages like MS Word, Excel, and Power Point, internet etc. is required. Candidate having experience in the use accounting packages & Tally shall be given preference. Experience of working in health sector or with Govt. system will be an advantage.		<p>submission of SOE/UC and subsequent financial report to the State OMBADC Office.</p> <ul style="list-style-type: none"> • Ensure that the financial norms and regulations prescribed under OMBADC rules are adhered to by the executing Agencies. • Annual Accounting/ Financial Statements are properly prepared and provide necessary information during financial audits by internal or external Agencies. • Any other task assigned by Health & Family welfare Department from time to time. 		
3	Consultant (Civil)	Engineering Degree in Civil from a recognized university/institute. Retired Suptd. Engineer / Executive Engineer from any Govt. Dept and having above qualification also be considered. The candidate must have minimum 5 years post qualification experience in the similar field. Computer	50 Years	<ul style="list-style-type: none"> • To find out the areas where OMBADC fund can be supplemented to address infrastructure gaps in Health Institutions in consultation with the OMBADC Districts and Civil Section of State Program Management Unit (SLMU), National Health Mission (NHM). • Facilitate in layout planning and budgeting for required infrastructure development in 	1	65,000.00

		<p>proficiency with familiarity on packages like MS Word, Excel, and Power Point, internet etc. is required.</p>		<p>coordination with Civil Section of SLMU, NHM.</p> <ul style="list-style-type: none"> • Follow up with the Executing Agencies for timely completion of project work under OMBADC along with quality of work. • Work documentation and preparation of progress report from time to time for review at different level. • Identification of operation issues and flagging it at the State level. • Any other task assigned by the authority from time to time. 		
--	--	--	--	--	--	--

4	Program Associate	Post Graduate in Social Science/Social Science/Management with PGDCA and high level of familiarity on commonly used packages like MS Word, Excel, and Power Point, internet etc. Should have minimum 2 years of post-qualification experience in monitoring and documentation activities in any social sector. Experience of working in health sector or with Govt. system will be an added advantage.	45	<ul style="list-style-type: none"> • Designing of monitoring tools, data collection systems and reporting frameworks. • Providing support for analysis, interpretation and reporting the results of the program. • Support in preparation of presentation and analysis report for review meetings. • Any other task assigned by the authority from time to time. 	1	50,000.00
5	Data Entry Operator	Graduate with PGDCA from a recognized university/ institute. Should have Computer proficiency with high level of familiarity with commonly used packages like MS Word, Excel, Power Point and internet etc.	45	<ul style="list-style-type: none"> • Provide the required support for data entry to SLMU (OMBADC) at the H&FW Deptt. • Regular entry of district wise monthly progress reports and compilation. • Provide support in preparation of presentation and status report for review/meetings. • Any other task assigned by the Authority from time to time. 	2	20,000.00

Bid Security Declaration Form

(On Bidder's Letter Head)

RFP No:

Date:

To,

**The Addl. Secretary to Government and Nodal Officer,
OMBADC Cell , Health & Family Welfare Department,
Lok Seva Bhawan , Bhubaneswar**

Sir,

I / We the undersigned, declare that:

I / We understand that, according to RFP conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that we may be disqualified from bidding for any contract with Health & FW Department for a period of three year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

- a) have withdrawn/modified/amended from the tender, my/our Bid during the period of bid validity specified in the RFP; or
- b) having been notified of the acceptance of our Bid by Health and FW Department during the period of bid validity

- (i) fail or refuse to execute the contract, if required, or
- (ii) fail or refuse to furnish the Performance Security, in accordance with the Information to Bidders.
- (iii) Any other circumstance which holds the interest of the client during the bid process

I/We understand this Bid Securing Declaration shall cease to be valid if I / we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of our Bid.

Name of the Authorised Representative:

Signature of the Authorised Representative with Date and Seal