

**DIRECTORATE OF EMPLOYEES STATE INSURANCE
SCHEME, ODISHA,
A/122-NAYAPALLI, BHUBANESWAR-12**

**Request for Proposal
For
Supply of Manpower
For Performing and Managing Day to Day Activities**

Of

**DIRECTORATE, ESIS/
ESI HOSPITALS / DISPENSARIES
OF ODISHA**

RFP No. 04/DESI/2021, Dated.14/12/2021

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1. INTRODUCTION:

1.1 Objective of the RFP

Employees State Insurance Scheme, Odisha, Bhubaneswar is a Heads of Department under administrative control of Labour & ESI Department, Government of Odisha has decided to engage the services and support of eligible Service Providing Agency.

Statement of Purpose: Employees State Insurance Scheme, Odisha, requires engagement of the following categories of post on outsourcing basis viz: 1) Data Entry Operator, 2) Driver, 3) Attender, 4) Sweeper, 5) Dhobi, 6) Mali & 7) Stretcher Bearer. The prime responsibility of the selected agency/agencies shall be to undertake appropriate and necessary actions in furtherance of the same.

Sealed tender is invited from registered Service Provider Agencies / Firms to provide support staff. The support staff will be engaged in the Directorate/ESI Hospitals/Dispensaries of Odisha.

1.2 Schedule for the bid process

SI No.	Information	Details
1	RFP No. and Date	RFP NO 04 /DESI/2021, dated. 14/12/2021
2	Bid validity period	180 days from the last date for submission of proposal.
3	Web Hosting on	17/12/2021
4	Pre-Bid Conference	Date 22/12/2021 at 1600 hours at Directorate of ESI Scheme, Odisha, Bhubaneswar.
5	Last date (deadline) for submission of bids	Date 13/01/2022 at 1600 Hours
6	Opening of Technical Bid	Date 15/01/2022 at 1500 Hours at Directorate of ESI Scheme, Odisha, Bhubaneswar.
7	Technical Bid Presentation by the Bidders	Communication shall be issued by mail to those bidders who qualify in Pre-Qualification Criteria.
8	Time and Date of opening of Financial proposals.	Communication shall be issued by mail to those bidders who qualify in Technical bid.
9	Contact person for proposal submission and address for correspondence for all purposes in relation to this RFP.	Director, Employees State Insurance Scheme, Odisha, A/122, Nayapalli, Unit-8, Bhubaneswar-751012. EPBX - (0674) 2392497 Fax - (0674)2392453 Email: directoresis@gmail.com

2. Scope of Work

Sealed Request for Proposals are invited from eligible, reputed and qualified organizations for the assignment as defined under the Terms of Reference Section. This invitation to bid is open to all Bidders meeting the minimum eligibility criteria as mentioned in subsequent section of this RFP document.

2.1 The category of personnel required.

SI No.	Category of Post	To be served under
01	Data Entry Operator	Directorate of E.S.I Scheme, Odisha, Bhubaneswar
02	Driver	ESI Hospital / Dispensary, Odisha
03	Attender	ESI Hospital / Dispensary, Odisha
04	Sweeper	ESI Hospital / Dispensary, Odisha
05	Dhobi	ESI Hospital / Dispensary, Odisha
06	Mali	ESI Hospital / Dispensary, Odisha
07	Stretcher Bearer	ESI Hospital / Dispensary, Odisha

2.2 Educational qualification and description of duty for the different categories of post.

Sl. No	Category of Post	Age as on 01/01/2021 & Educational Qualification/experience	Brief description of Duties	Place of working
1	Data Entry Operator	<ul style="list-style-type: none"> ➤ Minimum-21 years and maximum-40 years. ➤ Graduate in any stream with DCA/PGDCA with minimum one year of post qualification experience. ➤ Must be resident of Odisha & sound in health. 	<ul style="list-style-type: none"> ➤ Typing of official letters & other documents. ➤ To keep office records/datas up to date. ➤ Maintaining Registers on Inward & Outward Daks/Mails/Courier letters. ➤ To access in Telephone /Fax/ Internet-Mail/ Power Point programmes /Excel/ Photocopier machine & printout of copies. ➤ Attending different works, as and when required. 	Directorate
2	Driver	<ul style="list-style-type: none"> ➤ Minimum-21 years and maximum-40 years. ➤ Pass in 10th.Standard from any Secondary Educational Institution. ➤ Having valid Light Motor Vehicle Driving License from any Licensing Board of Motor Transport Authority. ➤ Minimum 3 years of experience. ➤ Must be able to read and write Odia & English, be resident of Odisha & sound in health. 	<ul style="list-style-type: none"> ➤ Drive & clean the Office/Ambulance vehicle. ➤ Maintenance of vehicle and Log Book. ➤ Shall shift the non-ambulatory patients to referral Hospital/tie-up Hospitals as and when required. 	ESI Hospital / Dispensary
3	Attender	<ul style="list-style-type: none"> ➤ Minimum-21 years and maximum-40 years. ➤ Pass in 7th.Standard from any Educational Institution. ➤ Minimum 3 years of experience. ➤ Must be able to read and write Odia & English. ➤ Must be resident of Odisha & sound in health. 	<ul style="list-style-type: none"> ➤ To work in Card Room as well as Registration of Insured Persons. ➤ Dispose/ discharge of patients. ➤ To assist the Pharmacist in distributing medicines. ➤ Maintenance of stationary, movement of files among officials. ➤ Opening and closing of office room. ➤ Arranging refreshment/water and other duties as and when assigned. ➤ Preparation of Tea/Coffee and cleaning of cups, plates & glasses etc. ➤ Delivery of official/local letters as & when required. ➤ Distribution of office dak to the officers/staff. ➤ Other assigned works as and when required. 	ESI Hospital/ Dispensary.

4	Dhobi	<ul style="list-style-type: none"> ➤ Minimum-21 years and maximum-40 years. ➤ Pass in 7th.Standard from any Educational Institution. ➤ Minimum 3 years of experience ➤ Must be able to read and write Odia & English. ➤ Must be resident of Odisha & sound in health. 	<ul style="list-style-type: none"> ➤ To clean the Hospital/Dispensary Bed sheets and any cloth related items. ➤ Other assigned works as and when required. 	ESI Hospital/Dispensary
5	Mali	<ul style="list-style-type: none"> ➤ Minimum-21 years and maximum-40 years. ➤ Pass in 7th.Standard from any Educational Institution. ➤ Minimum 3 years of experience. ➤ Must be able to read and write Odia & English. ➤ Must be resident of Odisha & sound in health. 	<ul style="list-style-type: none"> ➤ Maintenance of office Garden and Plantation. ➤ Daily watering to the plants and up-keeping of the Garden premises. 	ESI Hospital/Dispensary
6	Stretcher Bearer	<ul style="list-style-type: none"> ➤ Minimum-21 years and maximum-40 years. ➤ Pass in 7th.Standard from any Educational Institution. ➤ Minimum 3 years experience ➤ Must be able to read and write Odia & English, be resident of Odisha & sound in health. 	<ul style="list-style-type: none"> ➤ Ready to lift the patient in the Stretcher to different Wards of Hospital/Dispensary/Ambulance and to move with the Ambulance while shifting of the patient to another referral place/hospital. 	ESI Hospitals/Dispensary
7	Sweeper	<ul style="list-style-type: none"> ➤ Minimum-21 years and maximum-40 years. ➤ Pass in 7th.Standard from any Educational Institution. ➤ Minimum 3 years experience ➤ Must be able to read and write Odia & English. ➤ Must be resident of Odisha & sound in health. 	<ul style="list-style-type: none"> ➤ Proper and efficient sweeping and cleaning of all the open area allotted for office use, cleaning & mopping of staircase and corridors, dusting of stair bar/toilets. ➤ Swabbing of false ceilings, artificial partitions, reception desks and all other accessories like doors. ➤ Cleaning of chairs, sofa and carpets etc. by using vacuum cleaner. ➤ Proper and efficient disposal of office/hospital waste in the dustbin and other duties as & when assigned. 	ESI Hospitals/Dispensary

N:B : Age Limit : She/he should be above 21 years of age and not exceeding 40 years as on 01.01.2021. The selection & deployment of above indicated posts shall be guided by as per provision.

2.3 Deployment plan for Manpower

The Selected Bidder would commence operations in allotted ESI Hospitals/Dispensaries and at Directorate of ESI Scheme, Bhubaneswar.

3. TERMS & CONDITIONS

3.1 GENERAL

- The contract shall commence from the date of execution of agreement and shall continue for one year or more as the case may be unless, it is curtailed or terminated by the authority owing to deficiency in service, sub-standard quality of manpower deployed, breach of any conditions of contract etc. or change in requirements.
- The Agreement shall automatically expire on completion of agreement period unless it is extended for further period by mutual consent of the Service Provider Agency/Agencies and the Authority shall automatically terminate after three years.
- The Agreement may be extended, on the same terms and conditions or with some additions / deletions / modifications, for a further specific period as shall be mutually agreed upon by the Service Provider Agency/Agencies and the Authority.
- The support staff provided by the Service Provider Agency/Agencies should not have any adverse Police records/criminal cases pending against them. The Agency should make adequate enquires about the character and antecedents of the manpower before recommending for deployment. The Service Provider Agency have to furnish proof of identity like driving license, bank account details, previous work experience, proof of residence, recent photograph, Voter ID card, AADHAR Card to this office along with a certificate to this effect, in detail. The Service Provider shall also ensure that the personnel deployed, are medically fit and shall keep a record of certificate of their medical fitness. The Service Provider Agency shall withdraw such employees immediately, who are not found suitable for any reasons, by the Authority.
- The manpower Service Provider Agency shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities covered under this Agreement to any other agency or organization by whatever name be called without the prior written consent of the Authority.
- The requirement may further increase or decrease marginally, during the period of initial contract also and the Service Provider Agency should have to provide additional manpower services, if required, on the same terms and conditions from time to time during currency of contract or its extended period.
- The Service Provider Agency shall be bound to furnish details to the Authority while submitting the tender or at subsequent stage as per tender document. Any such document furnished by the Service providing agency found to be false at any stage, it would be deemed to be a breach of terms of agreement making it liable for legal action against service providing agency apart from termination of the agreement forthwith.

- The Authority reserves the right to terminate the Agreement during initial period by issuing prior notice of 15 days to the Service Provider Agency.
- The persons deployed shall be required to report for work at scheduled time as directed by authority or any other Nodal Officer concerned and shall work for minimum 8 hours per day. The Person (deployed), who remains absent from duty on a particular day/ comes late to the duty /leaves the duty early without prior permission, and proportionate deduction from the remuneration shall be made accordingly.
- The person deployed may be called on holidays to attend duty.
- The person to be deployed by the Service provider Agency shall work under the control of Director, ESIS, Odisha/Joint Directors of ESI Hospitals/Superintendent of ESI Hospital/IMOs of ESI Dispensaries of Odisha. He may be assigned to any work decided by the authority as and when required. If any of the manpower deployed by the service providing agency will disobey to carry out such order of the authority; his/her service shall be withdrawn immediately and sent back to the Service Provider Agency. In such case, the Service Provider Agency shall provide a substitute manpower within 3 (three) days, otherwise penalty @ Rs. 200/- per day shall be imposed till deployment of a substitute.
- The Service Provider Agency has to provide uniform dress, badges, shoes, etc. and Photo identity Cards in case of outsourced staff deployed by him/her for carrying out work. These Identity Cards are to be constantly displayed by the support staff and loss of Identity Cards to be reported immediately.
- The Service Provider Agency shall nominate a Coordinator who shall be responsible for regular liaison with the Directorate of ESI Scheme, Odisha to look into the day to day affairs of the person deployed.
- The entire financial liability of deployed manpower in the Directorate of ESI Scheme and ESI Hospitals/Dispensaries shall be of the Service Provider Agency and the Director, ESI Scheme, Odisha shall not be liable. It will be the responsibility of the Service Provider Agency to pay to the person deployed a sum not less than the minimum rate fixed (take home remuneration) in the financial bid and adduce such evidence, as may be required by the authority.
- The transportation, food, medical and other statutory requirements in respect of each personnel of the Service Provider Agency shall be the responsibility of the Service Provider.
- For all intents and purposes, the Service Provider Agency shall be the “Employer” within the meaning of different Rules & Acts in respect of manpower, so engaged. The persons engaged by the Service Provider Agency shall not have any claim whatsoever like employer and employee relationship with the Directorate of ESI Scheme.

- The Service Provider Agency is supposed to make expenditure for sponsoring the manpower to the ESI Scheme. Such expenditure may include amount spent on making phone calls, dispatching letters, travelling to different offices / places, supervision of manpower, submission of reports and returns to statutory authorities, photocopying of documents, office expenses, contingencies etc. Besides, Service providing agency is supposed to pay take home remuneration to outsourced manpower and other statutory dues, to be reimbursed subsequently by Directorate of ESI Scheme. Moreover, Directorate of ESI Scheme shall recover Income Tax TDS @ 2% from the bills of the service providing agency/MSP. In this way, the funds of Service providing agency shall be blocked for at least 15 days involving cost. **Therefore, the Service Provider Agency shall quote a workable rate for service charges not less than the floor rate i.e. Rs. 200/- (Rupees Two hundred) keeping in view of the expenses mentioned above.** The Directorate of ESI Scheme reserves the right to reject the quotations of Service Provider Agencies quoting abnormally low and unworkable rates. In case tenderer has not quoted uniform rate for all types of manpower the tender shall be rejected.
- The Service Provider Agency shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The Directorate of ESI Scheme shall, in no way, be responsible for settlement of such issues whatsoever.
- The Directorate of ESI Scheme shall not be responsible for any financial loss or any injury caused to any person deployed by the Service Provider Agency during performing their duties/ works, or for payment towards any compensation.
- The persons deployed by the Service Provider Agency shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular / confirmed employees during their incumbency or after expiry of the Agreement.
- In case of termination of this Agreement on its expiry or otherwise, the persons deployed by the Service Provider Agency shall not be entitled to and shall have no claim for any absorption in regular or other capacity.
- The person deployed shall not claim any benefit or compensation or absorption or regularization of their deployment with this office under the provision of rules and Acts. An undertaking from the person deployed to this effect shall be submitted by the Service Provider Agency to Directorate of ESI Scheme.
- The Service Provider Agency must be registered with the concerned Govt. Authorities, i.e. Labour Department, Provident Fund Authorities, Employees State Insurance Corporation etc., and a copy of the registration certificate should be submitted. The Service Provider Agency shall comply with all the legal requirements for obtaining License under Contract Labour (Regulations and Abolition) Act, 1970, at his own part and cost.

- The Service Provider Agency shall provide a substitute well in advance against the manpower who would leave the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Service Provider Agency. The Service Provider Agency shall be responsible for depositing the contribution of both the share of employee and employer towards Provident Fund and Employees State Insurance, wherever applicable for the manpower deployed in ESI Scheme, Odisha.
- The manpower should be polite, cordial and efficient while performing their work. Their actions should promote good will and to enhance the image of the ESI Scheme. The Service Provider Agency shall be responsible for any act of indiscipline on the part of the persons deployed.

3.2. LEGAL

- The persons deployed shall, during the course of their work be privy to certain qualified documents and information which they are not supposed to divulge to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make the Service Provider Agency as well as the manpower deployed liable for penal action as per law besides, action for breach of contract.
- The Manpower Service Provider Agency shall be responsible for compliance of all statutory provisions from time to time payable to different types of worker in respect of the manpower deployed in the ESI Scheme. The ESI Scheme shall have no liability in this regard.
- All persons deployed by the manpower service provider shall be treated as their own employee and shall be responsible for deposit of statutory dues under EPF Act, 1952, ESI Act, 1948 and the ESI Scheme shall have no liability in this regard.
- The Manpower Service Provider Agency shall also be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to the ESI Scheme to the concerned tax collection authorities, from time to time, as per the statutory rules and regulations prescribed. Attested photocopies of such documents shall be furnished to the Directorate, ESIs, as and when required.
- The Manpower Service Provider Agency shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of the ESI Scheme or any other authority under Law.
- The Tax deduction at Source (T.D.S.) shall be done as per the provisions of Income Tax Act/ Rules, as amended, from time to time and a certificate to this effect shall be provided by the Directorate, ESIS to the service providing agency.
- In case, the Service Provider Agency fails to comply with any liability under appropriate law, and as a result thereof, the ESI Scheme is put to any loss / obligation, monetary or otherwise, the ESI Scheme shall be entitled to get itself reimbursed out of the

outstanding bills or the Performance Security Deposit of the Service Provider Agency, to the extent of the loss or obligation in monetary terms.

- The Agreement is liable to be terminated because of non-performance, deviation of terms and conditions of contract, non-payment of remuneration of employed manpower and non-payment of statutory dues. The ESI Scheme will have no liability towards non-payment of remuneration to the persons employed by the Service Provider Agency and the outstanding statutory dues of the service provider to statutory authorities. If any loss or damage is caused to the ESI Scheme by the manpower deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit of Service providing agency.

4. Overall Guidelines for General Requirements for Bid

4.1 General Instructions

- While every effort has been made to provide comprehensive and accurate background information, requirements and specifications, Bidders must form their own conclusions about the solution needed to meet the requirements. Bidders and recipients of this RFP may consult their own legal advisers in relation to this RFP.
- All information submitted by the bidders may be treated as contractually binding on the bidders, on successful award of the assignment by the ESI Scheme on the basis of this RFP.
- No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the ESI Scheme. Any notification of preferred bidder status by the ESI Scheme shall not give rise to any enforceable rights to the Bidder. The ESI Scheme may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the ESI Scheme. This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.

4.2 Compliant Proposals / Completeness of Response

4.2.1 Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.

4.2.2 Failure to comply with the requirements of this paragraph may render the proposal non-compliant and the proposal may be rejected.

4.2.3 Bidders must: -

- a) Include all documentation as specified in this RFP;
- b) Follow the format of this RFP and respond to each element in the order as set out in this RFP;

- c) Comply with all the requirements as set out in this RFP. The documents once submitted by the bidder in sealed cover along with the tender paper are final. No further document or communication shall be entertained once the tender is opened.

4.3 Pre-Bid Conference

- There shall be a pre-bid conference under this request for proposal. Therefore, it is essential for the interested bidders to carefully read, interpret and understand the clauses as given in this RFP document and submit their relevant queries through mail directoresis@gmail.com on or before **22/12/2021 till 1500 Hours**. Any such queries beyond this schedule date & time shall not be entertained for discussion during the pre-bid conference. The pre-bid conference shall be held on date **22/12/2021 at 1500 Hours** at Directorate of ESI Scheme, Odisha, Bhubaneswar. Only one authorized person from each interested bidding agency shall remain present in the meeting.
- The queries should necessarily be submitted in the word or excel file in the following format:

Sl. No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points of clarification
1.			
2.			

- ESI Director shall not be responsible for ensuring that the bidders' queries have been received by them.
- Responses to Pre-Bid queries and Issue of corrigendum/addendum (if any).
- The Nodal Officer notified by the ESI Scheme shall endeavor to provide timely response to all queries. However, ESI Scheme makes neither representation nor warranty as to the completeness or accuracy of any response made in good faith, nor does ESI Scheme undertake to answer all the queries that have been posed by the bidders. At any time prior to the last date for receipt of bids, ESI Scheme may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum or addendum.
- The corrigendum/addendum (if any) & clarifications to the queries from all bidders will be posted on "www.odisha.gov.in" & "www.labour.odisha.gov.in".
- Any such corrigendum/Addendum shall be deemed to be incorporated into this RFP.
- The bidders while submitting the proposal should submit duly signed copy of corrigendum/addendum along with it.
- In order to provide prospective bidders reasonable time for taking the corrigendum/addendum into account, ESI Scheme may, at its discretion, extend the last date for the receipt of proposals.

4.4 Key Requirements of the Bid

4.4.1 Right to Terminate the Process

- ESI Director may terminate the RFP process at any time and without assigning any reason. ESI Scheme makes no commitments, express or implied, that this process shall result in a business transaction with anyone.
- This RFP does not constitute an offer by ESI Scheme. The bidder's participation in this process may result ESI Scheme selecting the bidder to engage towards execution of the contract.

4.4.2 RFP Document Fees

RFP document can be downloaded from the website "www.odisha.gov.in" & www.labour.odisha.gov.in . The bidders are required to submit the document cost (non-refundable) of **Rs.5,000/- (Rupees Five Thousand Only)** by Demand Draft in favour of "**DDO, Directorate of ESI Scheme, Odisha, Bhubaneswar**" and payable at Bhubaneswar from any of the scheduled Nationalized bank along with the proposal. Proposals received without or with inadequate RFP Document cost shall be rejected.

4.4.3 Earnest Money Deposit (EMD)

Pursuance to the Finance Department Memorandum No-8943/F dated 18.03.2021, in wake of slowdown of the economy due to COVID-19 pandemic, all the interested bidders shall be exempted from earnest money deposit while submission of their bid. In lieu of such Bid Security (EMD), interested bidders shall submit 'Bid Security Declaration' in the prescribed format at "Annexure-1".

4.5 Submission of Proposals

The bidders should submit their responses as per the format given in this RFP in the following manner.

- **Technical Proposal** - (1 Original copy+ 1 duplicate Copy + 1 non editable CD) in first envelope. The technical Proposal should include details of Technical Evaluation Criteria, Supporting Documents & the copy for presentation of Proposed Methodology and Team Structure", in 1st envelope.
- **Commercial Proposal** - (1 Original copy) in 2nd envelope.

Please submit a documented Technical Proposal which should include:-

- An outline of the approach which the firm intends to adopt, including a detailed service(s) description.
- Time required for supply of Manpower, preferably within 15 days from the date of issue of work order to the party.
- A detailed statement of the way in which the work would be undertaken showing, inter-alia, the scheduling of the personnel services during the period of contract;
- An indication of the type of staff to be deployed and their academic backgrounds and practical experience in digitization related assignments.

- A statement of suitability indicating experiences in similar assignments including the year in which it was undertaken and details of the clients served.

Note: Any financial information contained in the technical proposal will invalidate the proposal.

- The proposal should be according to the format as mentioned in this RFP. While preparing the proposal the following points should be kept in mind.
- The offer should remain valid for acceptance for 180 days from the date of closing.
- The proposals shall address all the requirement of this tender and must be submitted in the English language.
- The response to Technical Proposal (including Pre-Qualification criterion) and Commercial Proposal (As mentioned in previous paragraph) should be covered in separate sealed envelopes super-scribing "Technical Proposal" and "Commercial Proposal" respectively. Each copy of each bid should also be marked as "Original" OR "duplicate copy" as the case may be.
- Please note that prices should not be indicated in the Technical Proposal but should only be indicated in the Commercial Proposal.
- These two envelopes containing copies of Technical Proposal (including the Pre-qualification Proposal) , and Commercial Proposal should be put in single sealed envelope clearly marked "Response to RFP for Supply of Manpower for ESI Scheme and the wordings "**DO NOT OPEN BEFORE < Date and Time >**" .
- The outer envelope should also indicate clearly the name, address, telephone number, E-mail ID and fax number of the bidder to enable the Bid to be returned unopened in case it is declared "Late".
- All the pages of the proposal must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid.
- The original proposal/bid shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the bidder itself. Any such corrections must be initialed by the person (or persons) who sign(s) the proposals.
- All pages of the bid including the duplicate copies, shall be duly signed and stamped by the authorized person or persons who sign the bid.
- Bidder must ensure that the information furnished by him in respective CDs is identical to that submitted by him in the original paper bid document. In case of any discrepancy observed by ESI Scheme in the contents of the CDs and original paper bid documents, the information furnished on original paper bid document will prevail over the soft copy.
- The bid should be submitted by speed post/registered post only. No hand receipt of the bid shall be entertained. This office shall not be responsible for any postal delay.

4.6 Authentication of Bids

A Proposal should be accompanied by a power-of-attorney in the name of the signatory of the Proposal.

4.7 Preparation and Submission of Proposal

4.7.1 Proposal Preparation Costs

A bidder can submit only one proposal. Bidder submitting more than one proposal shall be rejected. The bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by ESI Scheme to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process. ESI Scheme shall in no case be responsible or liable for those costs, regardless of the conductor outcome of the bidding process.

4.7.2 Language

The Proposal should be filled by the Bidder in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of interpretation of the Proposal, the English translation shall govern.

4.7.3 Venue & Deadline for Submission of Proposals

- Proposals, in its complete form in all respects as specified in the RFP, must be submitted to at the address specified below. All submissions must be to ESI Scheme through the **Registered post/Speed post only**.
- ESI Scheme shall not be responsible for any delays caused by the **registered post / speed-post** in this matter.

Addressed To	Director
Name	Directorate of ESI Scheme, Odisha,
Address	A/122, Nayapalli, Unit-8, Bhubaneswar 751012.
Telephone	(0674) 2392497
Fax No:-	(0674) 2392453
Last Date & Time of Submission	13/01/2022 at 1400 hrs.

4.7.4 Late Bids

- Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall be returned unopened.
- The bids submitted by telex/telegram/fax/e-mail etc. shall not be entertained. No correspondence will be entertained on this matter.
- ESIS Director shall not be responsible for any postal delay or non-receipt/ non-delivery of the documents. No further correspondence on the subject will be entertained.

- ESIS Director reserves the right to modify and amend any of the above-stipulated condition/criterion depending upon assignment priorities vis-à-vis urgent commitments.

4.8 Evaluation Process

- ESIS Directorate shall constitute a Tender Evaluation Committee to evaluate the responses of the bidders.
- The Tender Evaluation Committee constituted by the ESI Scheme will evaluate the responses to the RFP and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.
- The decision of the Tender Evaluation Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of negotiation/ discussion with the Committee.
- The Tender Evaluation Committee may ask for meetings with the Bidders to seek clarifications on their proposals
- The Tender Evaluation Committee reserves the right to reject any or all proposals on the basis of any deviations.
- Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.

4.8.1 Tender Opening

The proposals submitted up to **13/01/2022 at 1600** hours will be opened on **15/01/2022 at 1500 Hours** by the Director, ESI Scheme, Odisha or any other officer authorized by ESI Scheme, in the presence of such Bidders or their duly authorized representatives. The representatives of the bidders are advised to carry the identity card or a letter of authority from the tendering firms to identify their bonafides for attending the opening of the proposal.

4.8.2 Tender Validity

The offer submitted by the Bidders should be valid for minimum period of **180** days from the last date of submission of bid.

4.9 Site Visit

The bidder may wish to visit and examine the site(s) of the assignment, at its own responsibility and risk, and obtain all information that may be necessary for preparing the bid and entering into the contract. The cost of visiting the site(s) shall be borne by the bidder.

5. Tender Evaluation

- a) Initial scrutiny of the bid shall be done and the proposal shall be treated as non-responsive if found inappropriate in terms of:-
- i. Having been not submitted in the format as specified in the RFP document.
 - ii. Received without the Letter of Authorization (Power of Attorney).
 - iii. Found with suppression of details.

- iv. Submitted without the documents requested in the checklist.
 - v. Having incomplete information, subjective, conditional offers and partial offers submitted.
 - vi. Having non-compliance of any of the clauses stipulated in the RFP.
 - vii. Having lesser validity period.
- b) All responsive bids will be considered for further processing as per the steps given below.
- i. First the Pre-Qualification Proposal will be evaluated and only those bidders who qualify the requirements will be eligible for next set of evaluations. Technical Proposal and Commercial Proposal (without opening) of Bidders who do not meet the Pre-Qualification criteria will be returned.
 - ii. The technical score of all the bidders would be calculated as per the criteria mentioned below. All the bidders who achieve at least 60 % in the technical evaluation would be eligible for Financial Bid opening and comparison.
 - iii. Lowest bid among financial bid will be awarded the contract.
 - iv. Proposals of bidders would be evaluated as per Technical Evaluation Criteria and financial evaluation criteria. Agencies / firms should clearly indicate, giving explicit supporting documentary evidence, with respect to the above, in absence of which their proposals will be rejected summarily at the qualification stage itself.
 - v. The submission of tender **Fees** is mandatory for all interested bidders & is applicable for units covered under MSMEs.

5.1. Prequalification Evaluation

The evaluation committee will carry out a detailed evaluation of only those bids which satisfy the pre-qualification criteria defined below.

Sr. No	Basic Requirements	Specific Requirements	Documents/Information to be provided in the submitted proposal
1	Legal Entity	The Company should be incorporated under Indian Companies Act 1956 or any other legal entity registered in India. The firm/company must have been registered for a minimum period of five years ending with 31 st March 2021.	Certificate of incorporation
			Registration Certificate
			PAN
			IT Returns for the last 3 consecutive financial year (up to date 31 st March 2021)
			Service Tax Registration certificate
			GST Registration Copy
			EPF/ESI Registration Certificate
2	Geographical Presence	The bidder must have its office located in Odisha.	Address Proof (No such undertaking shall be considered)

3	Blacklisting	The Company should not have been blacklisted by the Government or Government Entity in the last 3 years ending with 31 st March 2021 & till the date of submission of the Bid.	The organization will have to submit an Affidavit (Court affidavit on original stamp paper of relevant value) with following clauses:- <ul style="list-style-type: none"> ➤ It has not been blacklisted by any Government Organization ➤ 2. The organization does not have any legal suit / criminal case pending against it for violation of PF /ESI/MW Act or any other law. Self- declaration by the bidder in Letter Head.
4	Annual Turnover	The Firm/agency must have an average annual turnover of Rs.3 Crore in last three years but with minimum of Rs.50 Lakh in each year.	Audited Balance of last three financial Years (FY 2018-19, FY 2019-20 and FY 2020-21). The bidder should submit the Chartered Accountant certificate specifically on the average annual turnover.
5	Technical Capability	The Service Provider Agency should have experience of 'five years' in providing manpower to Government Departments, Public Sector Undertakings, Banks, Insurance Companies etc. for which the required experience certificates are to be enclosed.	Year wise Work Order + Work Completion Certificates of the bidder (List to be Prepared in one sheet and submitted)
6	Manpower Strength	The Agency should have at least 50 relevant Manpower on its roll to be eligible to bid.	Self-Certification in Excel format (In Company Letter PAD) by the authorized signatory with clear declaration of staff (Name, Father's Name, address, educational qualification, Mobile No & AADHAR No.) The bidder has to submit EPF/ESI/Employee ID/Bank account detail. This is to be given by bidders for evaluation at pre-qualification stage.
7	Fees	The Bidder must have submitted Rs. 5,000/- (Rupees Ten Thousand Only) towards the cost of the Tender Document.	DD from a scheduled bank/ Nationalized Bank payable at Bhubaneswar.

5.2. TABLE FORMAT FOR BIDDER'S PROFILE & SUPPORTING DOCUMENTS

Particular	Information in detail with Supporting Documents with Page No.
➤ Name of the Service Provider Agency	
➤ Registration Certificate No./ Date of Registration	
➤ Demand Draft towards cost of tender paper	
➤ Details of Earnest Money Deposit:	
➤ Name of Proprietor /Partner/ Director	
➤ Full Address of Registered Office (with Pin Code, Telephone No, Mobile No, FAX No. , E-Mail Address)	
➤ Full address of Operating Branch Office (with Pin Code, Telephone No, Mobile No, FAX No., E-Mail Address)	
➤ Name, telephone no. / mobile No / email address of authorized officer /person to coordinate with the Directorate of ESI Scheme	
➤ Banker of the Manpower Service Provider ➤ (Attach certified copy of statement of A/c for the last Three years) Address & Telephone Number of Banker :	
➤ Attested copy of PAN Card	
➤ Statutory Registration No. (under License & Contract Labour Act 1970 obtained from Labour Department, Government of Odisha)	
➤ Attested copy of GST registration certificate;	
➤ Attested copy of the E. P.F. registration letter / certificate & last updated ECR Challan Copy;	
➤ Attested copy of the E.S.I. registration letter / certificate;	
➤ Average Annual Turnover of the agency(Chartered Accountant Certificate Copy)	
➤ Attested copies of the IT return filed by agency for last three years (2018-19, 2019-20 & 2020-21).	
➤ Permission letter of Labour Commissioner, Odisha, if any	
➤ Affidavit from Notary Public declaring firm is not blacklisted.	
➤ Experience certificate if any.	
➤ Copy of power-of-attorney in the name of the signatory of the Proposal to be submitted	
➤ Give details of the similar contracts handled by the tendering Manpower Service Provider during the last three financial year 2018-19, 2019-20 & 2020-21 in the following format	

(If the service providing agency list provided is insufficient, a separate sheet may be attached)

Sl. No .	Name of client, address, telephone & Fax no.	Manpower services provided		Annual Bill amount (Rs. Lacs)	Duration of contract	
		Type of manpower provided	No.		From	To

5.3. Technical Evaluation

The proposals submitted by the prime bidder will be evaluated on three broad parameters as described in the table below. The bidder must get at least 60% of the maximum possible score i.e out of total @100 marks, in the technical section in order to qualify for opening of the commercial/financial evaluation.

Technical Bid Evaluation Sheet:

SI No	Criteria	Sub-Criteria	Basis of Evaluation	Maximum Marks	Supporting doc
1	Relevant experience in similar completed assignment	<ul style="list-style-type: none"> ➤ No. and size of completed assignment: - Experience in respective posts to be outsourced. ➤ The work order should have been issued in during last 3 years, as on 31st March 2021. 	1 assignment worth Rs 15 Lakh = 5 Marks 1 assignment worth Rs 16 to Rs30 Lakh = 10 Marks 1 assignment worth Rs 31 Lakh to Rs 45 Lakhs = 15 Marks 1 assignment worth Rs 45 Lakhs and above= 20 Marks Cap of max 40 marks. Note-The marks to be multiplied with number of assignments.	40	Work Order + Assignment Completion Certificate from the organization.
2	Relevant experience in similar on-going assignments	<ul style="list-style-type: none"> ➤ Ongoing assignment:- Experience in handling similar type assignments. 	assignment worth Rs 15 Lakh = 2.5 Marks 1 assignment worth Rs 16 to Rs30 Lakh = 5 Marks 1 assignment worth Rs 31 Lakh to Rs 45 = 7.5 marks 1 assignment worth Rs 46 Lakhs and above= 10 Marks Cap of max 15 marks. Note- The marks to be multiplied with number of assignment.	15	Work Order + Assignment Continuity Certificate from the organization
3	Average Annual Turnover of the Bidding Company	<ul style="list-style-type: none"> ➤ Average Annual Turnover of the last three Financial Year i:e FY-2018-19, FY-2019-20 & 2020-21 (Minimum of Rs.50Lakhs as pre- qualification Criteria) 	More than Rs.3 crores up to Rs.5 Crores- 5 Marks More than Rs.5 Crores up to Rs.7 Crores – 10 Marks More than 7 Crores- 15 Marks Cap of max 15 marks.	15	The bidder Should submit the Chartered Accountant certificate specifically on the average annual turnover.
4	Proposed Methodology and Team Structure	<ul style="list-style-type: none"> ➤ Approach and methodology for resource management and Feedback mechanism ➤ Number of similar manpower available with the firm 	<ul style="list-style-type: none"> ➤ Qualitative assessment based on Team structure & availability of personnel and reporting mechanism-10 marks ➤ Risk mitigation (contingency plan) and exception handling- 10 marks ➤ Bidders (if Any) having experience in the same Manpower assignment earlier-5marks ➤ SLA management- 5 marks 	30	
Grant Total of Marks				100	

6. FINANCIAL BID

6.1. Financial Proposal (Overall Cost):

The following tables should be used to quote the cost supply of manpower for performing and managing day to day activities of ESI Scheme per month which shall be inclusive of all cost i.e. manpower & service charges etc. **The least cost quoted (i.e. Cost of service Charge per manpower quoted for the defined post) by the bidder shall be treated as L1 bidder for that particular assignment.** In case of any differential tax structure the rate per post (exclusive of tax) shall be taken in to consideration for selection of L1 bidder.

Commercial Bid Format

Manpower Type	Fixed Monthly Remuneration in 'INR' (To be filled-up by Office)	Number of persons required to be deployed (To be filled-up by Office)	Service Charges per Manpower per Month (Excluding GST) In 'INR' (To be Filled-up by the Bidder)
1	2	3	4
Data Entry Operator	11,100/-		Rs. _____ (In Figure) Rupees _____ (In word)
Driver	11,100/-		
Sweeper	10,100/-		
Attender	10,100/-		
Dhobi	10,100/-		
Mali	10,500/-		
Stretcher Bearer	10,500/-		

- The Column "2" shows fixed monthly remuneration as approved by ESI Scheme. Hence the bidder shall not make any change in the approved rate column.
- The Bidder has to quote uniform rate of "Service Charge per Manpower per month" at column No. "4" for all categories of manpower i.e. the bidder has to quote single rate for service charge per manpower, irrespective of type of manpower. The rate shall be quoted in both Figure & Word.
- The bidder shall quote a workable rate for service charges not less than the floor rate i.e. Rs.200/- (Rupees Two Hundred). Also the rate should not be quoted by the bidder in any decimal point or in paisa.**
- The lowest rate of service charges quoted by any bidder(s) at column No-04 shall be the decision factor for selection of the bidder.
- In case there is a rate tie in commercial bid, the bidder with highest score in the technical bid shall be selected as the successful bidder.
- The service charges shall be paid in multiple of number of manpower to be engaged with the L1 approved rate.
- The employer's share of EPF & ESI shall be paid over & above the fixed monthly remuneration as given in Column "2".
- The employee's share of EPF & ESI may be deducted from the monthly payment to staffs as per the prevailing rate. The EPF administrative charge shall be borne by the service provider.
- In case of any enhancement of wages by ESI Scheme during the tenure of the contract, the enhanced rate shall be paid to this Manpower by the service provider from the effective date and the same shall be recouped by the ESI Scheme.

10. There will be no extended period of contract, if required.
11. The Manpower cost shall be paid monthly basis, on actual days of working as per the work certificate .No over time charges will be enhancement in rates of Service Charges other than the manpower cost during the tenure of the contract ordinary entertained.
12. The monthly acquaintance roll along with the bank account transfer copy for payment to these Manpower deployed need to be submitted.
13. The payment shall be made on conclusion of the calendar month only on the basis of number of working days for which duty has been performed by each man power.
14. GST shall be paid on actual bill value as per the prevailing rate as per the GST Act.
15. No TA/DA shall be either quoted/paid over & above the amount mentioned above.

Date:
Place:

Signature of authorized person
Full Name:
Seal:

6.2 Financial evaluation

All bid prices should be inclusive Cost for Supply of Manpower for performing and managing day to day activities of ESI Scheme, taxes and levies. The bidder should give a reasonable bid. The commercial bids submitted will be checked against following parameters:-

- Only fixed price financial bids indicating total price for all the deliverables and services specified in the RFP will be considered.
- The bid price should be expressed in Indian rupees.
- The Bid Price should include cost of deployment for Supply of Manpower for performing and managing day to day activities of ESI Scheme.
- Any conditional bid will not be accepted.
- Lowest bid among financial bid will win the bid.
- In case of a tie, the bidder with higher technical score will be awarded the contract.
- The bidder needs to reflect the Cost and Tax figure separately in the commercial bid. In case of differential tax structure, the cost figure exclusive of Tax shall be taken into account for evaluation of lowest bid.

7. Award of contract

7.1 Right to accept any proposal and to reject Any or all Proposal(s)

The ESI Scheme reserves the right to accept or reject any proposal, and to annul the tendering process / public procurement process and reject all proposals 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 GoO action.

7.2. Notification of Award

- ESI Scheme will notify the successful bidder within 180 days of receiving proposals in writing or by fax or email. In case the tendering process is not completed within the stipulated period, ESI Scheme., may request the bidders to extend the validity period of the bid beyond 180 days.

- The notification of award will constitute the formation of the contract. Upon the successful bidder's furnishing of performance security, ESI Scheme will notify each unsuccessful bidder.

7.3 Contract Finalization and Award

- ESI Scheme shall reserve the right to negotiate with the bidder(s) whose proposal has been most responsive. On this basis the draft contract agreement would be finalized for award & signing.
- ESI Scheme may also decrease or increase the quantity of any item in the Scope of Work defined in the RFP. Accordingly total contract value may be changed on the basis of the rates defined in the financial proposal.
- ESI Scheme reserves the right to make necessary negotiations, as deemed appropriate, with the selected bidders for amicable distribution of Units (If any unit left un-bided or otherwise) depending upon the assignment priorities and to safe guard the public interest there upon.

7.4 Performance Security

The selected bidder would be required to provide a Performance Security either in form of Demand Draft from any Nationalized Bank or in form of Performance Bank Guarantee from any Nationalized Bank, within 15 days from the notification of award, for a value equivalent to @ 3% i.e. Rs.5,80,000/- (Rupees Five Lakh Eighty Thousand) only of the total contract value. The performance security should be valid for a period of 60 days beyond the period of contractual obligations (including warranty period). The selected bidder shall be responsible for extending the validity date of the performance security as and when it is due on account of non-completion of the assignment and warranty period. In case the selected bidder fails to submit performance security within the stipulated time, the ESI Scheme at its discretion may cancel the order placed on the selected bidder without giving any notice. The ESI Scheme shall invoke the performance security in case the selected agency fails to discharge their contractual obligations during the period or ESI Scheme incurs any loss due to agency's negligence in carrying out the assignment as per the agreed terms and conditions. MSME units applying for the bid and if awarded for the bid after due selection, have to deposit the performance security deposit within the time schedule.

7.5 Signing of Contract

After ESI Scheme notifies the successful bidder that its proposal has been accepted, the two parties shall enter into a contract, incorporating all clauses of pre-bid clarifications and the proposal of the bidder between ESI Scheme and the successful bidder.

7.6 Failure to Agree with the Terms and Conditions of the RFP

Failure of the successful Bidder to agree with the Terms and Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event ESI Scheme may award the contract to the next best value bidder to award in L1 rate or call for new bids.

7.7 Dispute Resolution Mechanism

The Bidder and ESI Scheme shall endeavor their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner:-

- The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within **seven (7) days** of receipt of the notice.
- The matter will be referred for negotiation between ESI Scheme and the Authorized Official of the Bidder. The matter shall then be resolved between them and the agreed course of action documented within a further period of **15 days**.
- The decision of the Director, ESI Scheme shall be final and binding on both the parties, in all matters.

7.8 Notices

Notice or other communications given or required to be given under the contract shall be in writing and shall be faxed/e-mailed/hand-delivery/courier with acknowledgement thereof, or transmitted by pre-paid registered post or courier.

7.9 Exit Plan

The selected Bidder will provide systematic exit plan and conduct proper knowledge transfer process to handover operations to team/vendor appointed by ESI Scheme before assignment closure.

8. Payment Schedule

Payment will be made on monthly basis of number of working days for which duty has been performed by manpower, where vendor shall raise the bill, in triplicate and submit the same to the concerned authority in the first week of the succeeding month of the quarter. As far as possible the payment will be released by second week of the succeeding month of the quarter.

8.1 Terms & Conditions

- The payment shall be released on monthly basis i.e. within 15 days of completion of each month.
- The invoice shall be considered for sanction while payment proportionately on the basis of actual performance / work certificate & actual date of functioning various level.
- The invoice for payment shall be submitted along with all such supporting documents as will be required during the release of payment. The EPF/ESI of the vendor's employees for this assignment would be mandatory and payment to be done through bank account.
- In case of reduced services/quantities, the invoice shall be raised based on actual.
- The Tax shall be paid on actual prevailing rate at the time of release of payment (on actual bill amount only) as per the prevailing rate as per Income Tax Act.
- Each such supporting document as will be needed to substantiate the expenditure incurred shall be submitted along with the invoice copy.

- The proof copy of the depositing the tax amount along with periodic filing statement copy of the taxes raised in the invoice shall be submitted by the contract holder.
- TDS shall be applicable at the prevailing rate as per the Income Tax Act at time of release of actual payment.
- It is required to ensure that all deliverables are of high quality and have undergone sufficient internal review process before being shared with the department. Any risks, dependencies, limitations, additions, deletions etc. shall be flagged at least 10 days in advance to the Director, ESI Scheme to ensure necessary mitigation action.

9. Financial Requirements of BID

- In case of successful tenderer, if the agency fails to deploy the required manpower and hardware against the initial requirement within 15 days from date of placing the work order, in such a situation, the work order shall be treated as “cancelled” without any further notice.
- The successful Tenderer will have to deposit a Performance Security Deposit of @ 3% of the total contract value i.e. Rs.5,80,000/- (Rupees five lakh eighty thousand) only either in form of Demand Draft from any Nationalized Bank or in form of Performance Bank Guarantee from any Nationalized Bank drawn in favour DDO, Directorate of ESI Scheme, Odisha, Bhubaneswar covering the period of contract. In case, the contract is further extended beyond the initial period, the performance security will have to be accordingly renewed by the successful tenders. The amount of performance security deposit is to be determined by the Authority taking into account the contractual obligation of the vendor.
- In case of breach of any terms and conditions, the Performance Security Deposit of the vendor shall be liable to be forfeited besides annulment of the agreement.
- The Authority reserves the right to withdraw or relax any of the terms and condition mentioned above so as to overcome the problem encountered at a later stage.
- In the event of any dispute arising in respect of the clauses of the agreement the same shall be resolved through negotiation. Alternatively the dispute shall be referred to the next higher authority or controlling officer for his decision and the same shall be binding on all parties.
- All disputes shall be under the jurisdiction of the court at the place where the headquarters of ESI Scheme is located, i.e. Bhubaneswar.

10. FORMATS FOR BID

10.1 Checklist for Submission of Bid

The tender document of the bidder shall be rejected if any of the following documents is not found with the tender document.

1. Demand Draft towards cost of Tender Document
2. Attested copy of Registration of the agency
3. Certified copy of the statement of bank account of agency for the last three years
4. Declaration on Manpower details of the agency;
5. Attested copy of PAN Card
6. Attested copies of the IT return filed by agency for last three assessment years
7. Audit reports for the last three financial years.
8. Attested copy of GST registration certificate
9. Attested copy of the E. P.F. registration letter / certificate & ECR Challan copy
10. Attested copy of the E.S.I. registration letter / certificate
11. Chartered Accountant Certificate for Average turnover of the agency;
12. Affidavit from Notary Public declaring the firm is not blacklisted.
13. Experience certificates if any.

10.2. Letter of Proposal

<Location, Date>

To:

Director
Directorate of ESI Scheme, Odisha,
A/122, Nayapalli, Bhubaneswar - 751012
EPBX - (0674) 2392497 Fax - (0674) 2392453

Subject: Submission of the Technical bid (Including the details of Pre-qualification Criteria) for
<Name of the assignment>

Dear Sir/Madam,

We, the undersigned, offer to provide solutions to the ESI Scheme on <Name of the engagement> with your Request for Proposal dated <insert date> and our Proposal. We are hereby submitting our proposal, which includes this Technical bid (Including the details of Pre-qualification Criteria) in one envelope and the Financial Bid sealed in a another envelope. We hereby declare that all the information and statements made in this Technical bid (Including the details of Pre-qualification Criteria) are true and accept that any misinterpretation contained in it may lead to our disqualification.

We undertake, if our proposal is accepted, to initiate the implementation services related to the assignment not later than the date indicated in Fact Sheet. We agree to abide by all the terms and conditions of the RFP document. We would hold the terms of our bid valid for 180 days as stipulated in the RFP document.

We hereby declare that we are not insolvent, in receivership, bankrupt or being wound up, our affairs are not being administered by a court or a judicial officer, our business activities have not been suspended and we are not the subject of legal proceedings for any of the foregoing.

The copy of this RFP duly signed and affixed with official seal on its each page is submitted along with the Technical Bid document.

This is to certify that _____Nos (_____In Words) of pages including the cover page have been submitted in the Technical Bid & _____Nos

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address: Location: Date:

10.3. Template for Manpower deployment declaration

Please provide a separate table for assignment management and services etc.

Sl. No.	Name of Staff with qualification and experience	Area of Expertise	EPF/ESI & AADHAR Number of the Staff	Position Assigned & Task Assigned	Time committed for the assignment
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					

N:B;- The Number of manpower should be in tally with EPF record (To be checked with EPF website / Last ECR Challan Copy).

Seal & Signature of the Bidder:

Business Address:

10.4. Commercial proposal Covering letter

<Location, Date>

To:

Director
Directorate of ESI Scheme, Odisha,
A/122, Nayapalli, Bhubaneswar - 751012
EPBX - (0674) 2392497 Fax - (0674) 2392453

Subject: Submission of the Financial bid for <Provide Name of the Implementation Assignment>

Dear Sir/Madam,

We, the undersigned, offer to provide the implementation services for < Title of Implementation Services> in accordance with your Request for Proposal dated < Date> and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of < Amount in words and figures> . This amount is inclusive of the local taxes.

1. Price and Validity

- All the prices mentioned in our Tender are in accordance with the terms as specified in the RFP documents. All the prices and other terms and conditions of this Bid are valid for a period of 180 calendar days from the date of opening of the Bid.
- We hereby confirm that our prices include all taxes. However, all the taxes are quoted separately under relevant sections.
- We understand that the actual payment would be made as per the existing indirect tax rates during the time of payment.

2. Rate

We have indicated in the relevant forms enclosed, the rates for the purpose of on account of payment as well as for price adjustment in case of any increase / decrease from the scope of work under the contract.

3. Deviations

We declare that all the services shall be performed strictly in accordance with the Tender documents except for the variations and deviations, all of which have been detailed out exhaustively in the following statement, irrespective of whatever has been stated to the contrary anywhere else in our bid. Further we agree that additional conditions, if any, found in the Tender documents, other than those stated in deviation schedule, shall not be given effect to.

4. Tender Pricing

We further confirm that the prices stated in our bid are in accordance with your Instruction to Bidders included in Tender documents.

5. Qualifying Data

We confirm having submitted the information as required by you in your instruction to Bidders. In case you require any other further information/documentary proof in this regard before evaluation of our Tender, we agree to furnish the same in time to your satisfaction.

6. Bid Price

We declare that our Bid Price is for the entire scope of the work as specified in the RFP. These prices are indicated Commercial Bid attached with our Tender as part of the Tender.

7. Performance Security

We hereby declare that in case the contract is awarded to us, we shall submit the Performance security in form of Demand Draft or Performance Bank guarantee from a nationalized bank.

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, i.e., [Date].

We understand you are not bound to accept any Proposal you receive.

We hereby declare that our Tender is made in good faith, without collusion or fraud and the information contained in the Tender is true and correct to the best of our knowledge and belief.

We understand that our Tender is binding on us and that you are not bound to accept a Tender you receive.

Thanking you,
we remain,
yours sincerely,

Authorized Signature:

Official Seal:

Name and Title of Signatory:

Name of Firm:

Address:

10.5 DECLARATION

1. I,Son/ Daughter/ Wife of Shri
.....At.....vill.....P.S.....
Dist.....Proprietor/ Partner/ Director/ authorized signatory of the
Service Provider, mentioned above, and competent to sign this declaration and execute this
tender document;
2. I have carefully read and understood all the terms and conditions of the tender and
undertake to abide by them;
3. The information / documents furnished along with the above application are true and
authentic to the best of my knowledge and belief. I / we, am / are well aware of the fact that
furnishing of any false information / fabricated document would lead to rejection of my
tender at any stage besides liabilities towards prosecution under appropriate law.

Date:

Signature of authorized person

Place:

Full Name:

Seal:

Telephone No.:

Mobile No. :

E-mail id :

10.6. Form for declaration of not been Blacklisted (By affidavit)

{Place}

{Date}

To,
Director
Directorate of ESI Scheme, Odisha,
A/122, Nayapalli, Bhubaneswar - 751012
EPBX - (0674) 2392497 Fax - (0674) 2392453

Ref: RFP Notification no <xxxx> dated <dd/mm/yyyy>

Subject: Declaration of not been Blacklisted (By affidavit) in response to the RFP for Selection of Selected Bidder for Supply of Manpower for performing and managing day to day activities at Directorate of ESI Scheme.

Dear Sir,

We confirm that our company, _____, is not blacklisted in any manner whatsoever by any of the State/UT and/or Central Government of India on any ground including but not limited to indulgence in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

Place:

Date:

Bidder's Company Seal:

Authorized Signatory's Signature:

Authorized Signatory's Name and Designation:

Note: The Bidder shall necessarily provide a copy of 'Power of Attorney' authorizing the signatory for signing the Bid on behalf of the Bidder in its Pre-Qualification Bid. Also the bidder has to submit a Court affidavit in stamp paper for not being black listed during the last three years.

10.7. Performance Bank Guarantee

PERFORMANCE SECURITY:

<Name>
<Designation>
<Address>
<Phone Nos.>
<Fax Nos.>
<Email id>

Whereas, <name of the supplier and address> (hereinafter called “the bidder”) has undertaken, in pursuance of contract no. <Insert Contract No.> dated. <Date> to provide Implementation services for <name of the assignment> to ESI Scheme (hereinafter called “the beneficiary”)

And whereas it has been stipulated by in the said contract that the bidder shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And whereas we, <Name of Bank> a banking company incorporated and having its head /registered office at <Address of Registered Office> and having one of its office at <Address of Local Office> 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 supplier, up to a total of **Rs.<Insert Value> (Rupees <Insert Value in Words> only)** and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of Rs. **<Insert Value> (Rupees <Insert Value in Words> only)** 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 bidder 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 Bidder 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 Guarantee shall be valid until <Insert Date>

Notwithstanding anything contained herein:

I. Our liability under this bank guarantee shall not exceed **Rs. <Insert Value> (Rupees <Insert Value in Words> only).**

II. This bank guarantee shall be valid up to <Insert Expiry 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 Expiry Date> failing which our liability under the guarantee will automatically cease.

Bid Security Declaration Form
In lieu of Earnest Money Deposit (EMD)
(On Bidders official Letter Head)

To,

Director, Employees State Insurance Scheme, Odisha,
A/122, Nayapalli, Unit-8, Bhubaneswar-751012.

EPBX-(0674)2392497

Fax- (0674)2392453

Email:directoresis@gmail.com

Ref: - RFP No. _____

I/We. The undersigned, declare that:

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

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of five 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, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b) having been notified of the acceptance of our Bid by your office 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 Instructions to Bidders.

I/ We understand this Bid Securing Declaration shall cease to be valid if I am/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 my/our Bid.

Seal & Signature: (insert signature of person whose name and capacity are shown)

In the capacity of (insert legal capacity person signing the Bid Securing Declaration)

(_____)

Name: (insert complete name of person signing he Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder) Dated on _____ day of _____ (insert date of signing) Corporate

Seal (where appropriate)
