



Notice No. 3470/Admin-10/2021

Date 25/11/2022

REQUEST FOR PROPOSAL

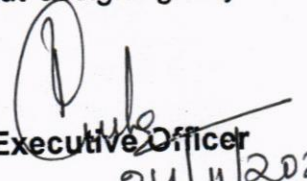
“Selection of Manpower Service Providing Agency for ORMAS”

Odisha Rural Development & Marketing Society (ORMAS), Panchayati Raj & Drinking Water Department, Govt. of Odisha invites sealed proposals from eligible bidders to provide services of different categories of manpower. Bidders fulfilling the prescribed eligibility criteria of the RFP can access and download the complete RFP Document and other details from www.ormas.org

The bid calendars under the end-to-end process are:

Sl. No.	Event	Date
1.	Publishing date of RFP	25.11.2022
2.	Last date for submission of Pre-Bid Queries	04.12.2022
3.	Pre-Bid Meeting	05.12.2022 @ 01:00 P.M.
4.	Last date for submission of Proposals	15.12.2022 @ 11:45 A.M.
5.	Opening of Technical Proposal	15.12.2022 @ 12:00 Noon
6.	Opening of Financial Proposal	15.12.2022 @ 04:30 P.M. or will be intimated later on

The proposal complete in all respects must reach the undersigned by Speed Post/ Registered Post/Drop in the Tender Box only latest by 15.12.2022 @ 11:45 A.M. in a sealed envelope clearly mentioning on the top of it “**REQUEST FOR PROPOSAL – Selection of Manpower Service Providing Agency for ORMAS**”. The proposals received beyond the last date and time will be rejected. The authority reserves the right to reject any/ all proposals without assigning any reason thereof.


Chief Executive Officer

Memo No. 3471/Admin-10/2021

Date 25/11/2022

Copy to the Notice Board of PR&DW Department, Government of Odisha/ ORMAS/ SIRD&PR and webhosting of the same in PR & DW Deptt./ ORMAS / SIRD & PR website for wide publicity.


Additional Chief Executive Officer

REQUEST FOR PROPOSAL

Selection of Manpower Service Providing Agency for ORMAS



**Odisha Rural Development and Marketing Society
Panchayati Raj and Drinking Water Department**

creating competence and values in rural Odisha

**Odisha Rural Development and Marketing Society
Panchayati Raj & Drinking Water Department, Government of Odisha**
SIRD & PR Campus, Unit – VIII, Bhubaneswar, Odisha – 751012
Tel # 0674-2565870/71, E-mail: ormashq@gmail.com, URL: www.ormas.org

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DISCLAIMER

This Request for Proposal (RFP) is issued by the **Odisha Rural Development & Marketing Society (ORMAS), Panchayati Raj & Drinking Water Department, Govt. of Odisha.**

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 ORMAS nor any of its officers or employees, nor any of their advisers nor Agency 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.

The ORMAS under the Panchayati Raj & Drinking Water Department, Government of Odisha shall be the sole and final authority with respect to selection of a Agency for the purpose through this RFP.

BIDDER DATA SHEET

Sl. No.	Particular	Details
1.	Name of the Client	Odisha Rural Development & Marketing Society (ORMAS), Panchayati Raj & DW Department, Govt. of Odisha
2.	Method of Selection	Quality and Cost Based Selection(QCBS) Method: 80:20
3.	Availability of RFP Document	www.ormas.org
4.	Date of Issue of RFP	25.11.2022
5.	Deadline for Submission of Pre-Proposal Query	04.12.2022 to ormashq@gmail.com
6.	Pre-Bid Meeting	05.12.2022 @ 01:00 P.M.
7.	Last Date for submission of Proposal	15.12.2022 @ 11:45 A.M.
8.	Date of opening of Technical Proposal	15.12.2022 @ 12'0 Noon
9.	Date of opening of Financial Proposal	15.12.2022 @ 04:30 P.M. or will be intimated later on
10.	Issue of Work Order	Last week of December'2022
11.	Expected Date of Commencement of Assignment	1 st week of January'2023
12.	Bid Processing Fee (Non-Refundable)	<p>INR11,800/- (Rupees Eleven Thousand Eight Hundred only) (including GST) in the form of demand draft drawn in favor of "ORMAS" drawn in any Scheduled Commercial Bank payable at Bhubaneswar.</p> <p>The Bid Processing Fee shall be submitted along with the 1st Inner Envelope of the Technical Proposal.</p>
13.	Bid Security Declaration	All bidders will be required to submit a bid security declaration as provided in TECH 11 of this document
14.	Contact Person	Shri Nigam Charan Dash, Deputy CEO (HR), ORMAS Mobile No. 9437307271
15.	Address for Submission of Proposal	Chief Executive Officer, Odisha Rural Development & Marketing Society SIRD & PR Campus, Unit-8, Bhubaneswar, Odisha, Pin Code: 751012 E-mail:- ormashq@gmail.com
16.	Place of Opening of Proposal:	Conference Hall of ORMAS, SIRD & PR Campus, Unit-8, Bhubaneswar

For details please visit: www.ormas.org

SECTION: 1

LETTER OF INVITATION

LETTER OF INVITATION

RFP No:-3470/Admin-10/2021

Date:-25.11.2022

Name of the Assignments:- Selection of Manpower Service Providing Agency for ORMAS ,Odisha

1. **ORMAS**, Govt. of Odisha (The Client) invites sealed proposal from eligible bidder under the process for “**Selection of Manpower Service Providing Agency for ORMAS ,Odisha**”. 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 **QCBS Selection** procedure as prescribed in the RFP Document.
3. The proposal complete in all respect as specified in the RFP Document must be accompanied with a **Non- refundable** amount of **Rs. 11,800/- (Rupees Eleven Thousand Eight Hundred only)** towards **Bid Processing Fee** in favor of “**ORMAS**”, 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/ Drop in the Tender Box** 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. 15.12.2022 up to 11:45 A.M.** and the date of opening of the technical proposal is **Dt 15.12.2022 at 12’0 Noon** in the ppresence of the bidder’s representative at the specified address as mentioned in the Bidder Data Sheet (**Sl. no.16**). Representatives of the bidders 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 Form (**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 RFP. The Client reserves the right to accept / reject any / all proposals / cancel the entire selection process at any stage without assigning any reason thereof.

-sd/-

**Chief Executive Officer
ORMAS, Bhubaneswar**

SECTION: 2

INFORMATION TO THE BIDDER

1. Eligibility Criteria:

Before opening and evaluation of the technical proposals, each bidder will be assessed based on the following Eligibility criteria. 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.

Table-1

Sl. No.	Eligibility Criteria	Supporting Documents
1.	The Bidder must be registered under appropriate authority (any one) such as: <ul style="list-style-type: none"> Registered under Companies Act, 2013 Registered under Indian Partnership Act 1932 Registered under the Indian Trust Act, 1882 Registered under the Societies Registration Act, 1860. 	Registration/ Incorporation Certificates
2.	The bidder must have at least 05 (five) years of experience in business (up to the last date of submission of bid) for providing similar type of service to Central/ State Government/ Autonomous bodies governed by State Government/ societies/ corporate bodies.	Copy of Work Order along with Completion Certificate.
3.	The Bidder should have a minimum average annual turnover of INR 50 lakhs during three financial years (FY 2019-20, FY 2020-21, FY 2021-22).	Copy of the Audited Financial Statements for last three FY (FY 2019-20, FY 2020-21, FY 2021-22). <u>Provisional audited report is not acceptable.</u>
4.	The bidder must have successfully completed at least two similar assignments in any Central/ State Government/ Autonomous bodies governed by State Government in the last five years (FY 2017-18, 2018-19, 2019-20, 2020-21 & 2021-22) with a minimum contract cost of Rs. 20 lakhs (Rupees twenty lakhs only)	Copy of Work Order along with Completion Certificate.
5.	Bidder should not have been blacklisted by any Central / State Government /Public Sector Undertakings / Autonomous bodies governed by State Government in the last 5 years.	Self-declaration must be attached.
6.	Consortium/ Joint Venture	Not Allowed/ Not Applicable
7.	The Registered Office/ Branch Office of the Service Provider must be located within the jurisdiction are of Khordha and Cuttack District.	Valid Address Proof of the Office (Copy of the Telephone/ Electricity Bill)

Sl. No.	Eligibility Criteria	Supporting Documents
8.	Bidder must submit the Bid Declaration in lieu of EMD (Bid Security) and Bid Processing Fees of Rs. 11,800/- including GST. Bid Processing fee is non-refundable.	<p>Bid Processing fee must be furnished in shape of DD/BC from any scheduled commercial bank in favor of "ORMAS" payable at Bhubaneswar.</p> <p>MD: Bid Declaration must be given in prescribed format as per the notification of Finance Department Notification No. 8943, dtd. 18.03.2021. Exemption rule is not applicable here.</p>
9.	The Service Provider must have registered with EPF and ESI under his establishment.	<ul style="list-style-type: none"> • Latest Challan Deposit Slip
10.	Other Statutory Documents	<p>Copies of</p> <ul style="list-style-type: none"> • GST Registration Certificate • PAN • EPF and ESI Registration Certificate • IT return for the last three financial year (duly certified by CA)

2. **Documents / Formats needs to be submitted along with TECHNICAL PROPOSAL :**

The bidder has 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 selection process.
- Bid Processing Fee as applicable.
- Copy of Certificate of Incorporation/ Registration.
- Copy of Goods and Services Tax Identification Number (GSTIN).
- Copy of PAN.
- Copy of EPF and ESI Registration Certificate
- Copy of Latest Challan Deposit Slip
- Copy of IT return for the last three financial year (duly certified by CA)
- Copy of the Telephone/ Electricity Bill for Valid Address Proof of the Office
- 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. (FY 2019-20, 2020-21, 2021-22).
- Power of Attorney (TECH – 4) in favour of the person signing the bid on behalf of the bidder or Board of Directors
- List of completed assignments of similar nature (Past Experience Details, TECH – 5) along with copies of contracts / work orders / completion certificate from previous Clients.
- Self-Declaration regarding Conflict of Interest and Bidder should not have been blacklisted by any Central / State Government /Public Sector Undertakings / Autonomous bodies governed by State Government in the last 5 years. (TECH - 6)

- Bid Security Declaration (TECH – 12).

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 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 important information as mentioned in the RFP Document. The proposal must be completed in all respect, indexed, paged and spiral bound. Each page should be numbered and signed by the authorized representative.

3. Bid Processing Fee :

The bidder must furnish as part of technical proposal, the required bid processing fee amounting to **Rs. 11,800/- (Eleven Thousand Eight Hundred Only)** in shape of DD/BC from any scheduled commercial bank in favour of “ORMAS” payable at Bhubaneswar. Proposals received without bid processing fee will be out rightly rejected.

4. Bid Security Declaration:

All bidders will be required to submit a bid security declaration as provided in TECH 11 of this document. Any Bidder violating the stipulated conditions in the Bid Security Declaration will be suspended for a period of one year.

5. Validity of the Proposal:

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

6. Pre -Proposal Queries:

Bidders are allowed to submit their queries in respect of the RFP and other details if any, to ORMAS through e-mail at ormashq@gmail.com till **04.12.2022** Clarifications to the above will be uploaded in the ORMAS website / clarified through email to the respective bidders for the purpose of preparation of the proposal. Request for alternation / change in existing terms and conditions of the RFP will not be considered / entertained.

The Pre-proposal meeting shall be held on 05.12.2022 @ 01:00 P.M. at Conference Hall, ORMAS, Bhubaneswar.

7. Submission of Proposal:

Bidder must submit their proposals by **Registered Post / Speed Post/Drop in the Tender Box** 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:

a. **Technical Proposal (Original 1 Copy):**

The envelope containing technical proposal shall be sealed and superscripted as **“Technical Proposal – “Selection of Manpower Service Providing Agency for ORMAS”** and to be furnished inside one envelope. The duly filled-in technical proposal submission forms, with all the supportive documents and information have to be furnished as part of technical proposal.

b. **Financial Proposal (Original):**

The envelope containing financial proposal shall be sealed and superscripted as **“Financial Proposal – “Selection of Manpower Service Providing Agency for ORMAS”**. The duly filled-in financial proposal submission forms should contain the detail price offer for the proposed assignment and to be furnished as per the prescribed format only.

The **“Technical Proposal”** and **“Financial Proposal”** must have to be submitted in two separate sealed envelopes (with respective marking in bold letters) along with the prescribed formats/information mentioned in the RFP Document. The first envelope must be marked as **“TECHNICAL PROPOSAL (Selection of Manpower Service Providing Agency for ORMAS)”**.

The second envelope must be marked as **“FINANCIAL PROPOSAL (Selection of Manpower Service Providing Agency for ORMAS)”** and it should contain Financial Proposal only. 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:

DEADLINE FOR SUBMISSION OF BID:

NAME AND ADDRESS OF THE BIDDER:

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 rejected.

8. **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 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 for opening of the financial proposal will be intimated accordingly to the technically qualified bidders well in advance.

9. **Evaluation of Proposal:**

A Three stage evaluation process will be conducted as explained below for evaluation of the proposals:

Eligibility 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 selection process.
- ✓ Bid Processing Fee as applicable.
- ✓ Copy of Certificate of Incorporation/ Registration.
- ✓ Copy of Goods and Services Tax Identification Number (GSTIN).
- ✓ Copy of PAN.
- ✓ Copy of EPF and ESI Registration Certificate
- ✓ Copy of Latest Challan Deposit Slip
- ✓ Copy of IT return for the last three financial year (duly certified by CA)
- ✓ Copy of the Telephone/ Electricity Bill for Valid Address Proof of the Office
- ✓ 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. (FY 2019-20, 2020-21, 2021-22).
- ✓ Power of Attorney (TECH – 4) in favour of the person signing the bid on behalf of the bidder or Board of Directors
- ✓ List of completed assignments of similar nature (Past Experience Details, TECH – 5) along with copies of contracts / work orders / completion certificate from previous Clients.
- ✓ Self-Declaration regarding Conflict of Interest and Bidder should not have been blacklisted by any Central / State Government /Public Sector Undertakings / Autonomous bodies governed by State Government in the last 5 years. (TECH - 6)
- ✓ Bid Security Declaration (TECH – 12).
- ✓ Duly filled in Technical Proposal Forms (**TECH - 7 to 12**)
- ✓ All the pages of the proposal and enclosures/attachments are signed by the authorized representative of the bidder.

**** Bids not complying to any of the above requirement, will be outrightly rejected at the discretion of the Client's authority.***

- **TECHNICAL EVALUATION (2nd Stage):** Technical proposal will be opened and evaluated for those bidders who qualify the Eligibility evaluation stage.

Detailed evaluation process as per the following parameters will be adopted for evaluation of the proposals.

Table-2

Sl. No.	Parameters	Total/ Maximum Marks	Document to be submitted
1	The Bidder should have a minimum average annual turnover of INR 50 lakhs or above during three financial years (FY 2019-20, FY 2020-21, FY 2021-22). <ul style="list-style-type: none"> • INR>50 lakhs ≤INR 60 lakhs = 7 Marks • INR>60 lakhs Cr ≤ INR 70 lakhs = 10 marks • More than INR 70 lakhs= 15 Marks 	15	Audited Financial Statements
2	The bidder must have at least 05 (five) years of experience in business (up to the last date of submission of bid) for providing similar type of service to Central/ State Government/ Autonomous bodies governed by State Government/ societies/ corporate bodies. At least 5 years of experience – 5 marks Each additional 1 year of experience – 3 marks maximum 15 marks	20	Work order along with completion certificate
3	The bidder must have successfully completed at least two similar assignments in any Central/ State Government/ Autonomous bodies governed by State Government in the last five years (FY 2017-18, 2018-19, 2019-20, 2020-21 & 2021-22) with a minimum contract cost of Rs. 20 lakhs >2 assignments = Each relevant assignment will carry 3 marks	30	Work order along with completion certificate
4	The Service provider having <ul style="list-style-type: none"> • Minimum 50 no. of personnel on payroll – 7 marks • Each additional 10 no. of personnel on payroll – 1 marks maximum 8 marks 	15	Copy of last deposit of Challan Copies
5	ISO or similar certification	20	Copy of certificates
	Total	100	

*** Bidders who secure minimum 70 marks from the total (100 marks) in the technical proposal will be considered for financial evaluation.**

- The bids found insufficient/ unsatisfactory/ indicative proof of documents during scrutiny shall be rejected. No clarification shall be sought from the Client in this regard for any addition or deletion.
- The work Order/ Agreement/ Contract in form of LoA/ LOI/ Consent Letter/ Offer letter without value and time period shall not be considered for evaluation.
- Copies of work orders/agreement/ completion certificates must be submitted as a proof for each assignment.

- **FINANCIAL EVALUATION (3rd Stage):-**The financial proposals of only those bidders qualifying the technical evaluation (2nd Stage) 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.

10. Evaluation Process:

QCBS method will be followed during the overall selection process. The financial bids of technically qualified bidders will be opened on the prescribed date in the presence of bidder's representatives.

The lowest evaluated Financial Bid (Fm) shall be given the maximum financial score (Sf) of 100. The formula for determining the financial scores of all other bids shall be calculated as follows: $Sf = 100 \times Fm/F$, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the bid under consideration. The weights given to the Technical (T) and Financial (P) Bids shall be:-

$$\begin{aligned} T &= 80, \\ \text{and} \\ P &= 20 \end{aligned}$$

Bids shall be ranked according to their combined scores, calculated using the technical score (St) and financial score (Sf) and the weights as follows:

$$S = St \times T\% + Sf \times P\%$$

The bidder, who has the highest score in the QCBS and shall be called for further process leading to the award of the contract. The bid price will include all taxes as applicable and shall be in Indian Rupees. Prices quoted in the bid must be firm and final, and shall not be subject to any modifications on any account whatsoever.

For the purpose of evaluation, the total evaluated cost shall be inclusive of Remuneration cost and overhead expenses for which the Client will make payment to the Agency.

11. Performance Bank Guarantee: (PBG)

Within 7 days of notifying the acceptance of a proposal for award of contract, each qualified bidder shall have to furnish a Performance Bank Guarantee amounting to **3% of the contract value** from a scheduled commercial bank situated in Bhubaneswar in favor of "ORMAS", as per the format at **Annexure- II**, for a period of three months beyond the entire contract period (i.e. PBG must be valid for 24 months from the date of effectiveness of the contract and a claim period of 12 months over and above the BG expiry date 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.

12. Contract Negotiation:

Contract negotiation, if required will be held at a date, time and address as intimated to the selected bidder/s. 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.

13. 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 notifying 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. ***Sub-contracting / outsourcing of any form shall not be allowed for any activities under this RFP.***

14. 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) Consultants, agencies or institutions (individuals or organizations) 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.

15. 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.

16. 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.

17. 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.

18. 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 is/are not allowed to submit more than one proposal under the selection process. Alternate bids are also not allowed.

19. Legal Jurisdiction:

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

20. 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. 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. Failure on bidder's part to furnish the deliverables as per the agreed timeline will enforce a penalty @ **0.5% per week subject to maximum of 10% of the total contract value**. The amount will be deducted from the subsequent payment. In addition, the PBG amount shall also be forfeited. The decision of the authority placing the contract, whether the delay in development has taken place on account of reasons attributed to the bidder shall be final.

21. 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.

22. Amendment of the RFP Document:

At any time before submission of proposals, the Client may amend the RFP by issuing an addendum through ORMAS 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.

23. 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.

24. Copyright, Patents and Other Proprietary Rights:

ORMAS, 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.

25. Replacement of Key Personnel:

The key professionals to be deployed under this contract must be dedicated for the contract period. However, the Client reserves the right to request the Agency to replace the assigned personnel if they are not performing to a level of satisfaction. After written notification, the Agency will provide CV (where applicable) of appropriate candidates within Two **(2) days** for review and approval. The Agency must replace the personnel within two (2) working days from the date of approval of replacement. Acceptance of a replacement person by the Client shall not relieve the Agency from responsibility for failure to meet the requirements of the contract.

26. 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 whatsoever reason.

27. Settlement of Disputes:

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. In case any dispute will arise between the parties, the same shall be resolved mutually and in case the disputes further subsides, the same shall be referred to the CEO, ORMAS whose decision shall be treated as final and binding on the parties.

28. Limitation of Liability –

In no event shall either party be liable for consequential, incidental, indirect, or punitive loss, damage or expenses (including lost profits). Either party shall not be liable to the other hereunder or in relation hereto (whether in contract, tort, strict liability or otherwise) for more than the value of the fees to be paid (including any amounts invoiced but not yet paid) under the Contract.

29. Indemnification:

Both parties shall indemnify, defend and hold harmless during the term of the Agreement from and against all liabilities, damages, losses, expenses, deaths, demands, actions, proceedings, costs and claims of any nature whatsoever, including without limitation legal fee and expenses, suffered as a result of or arising out of or in any way connected with the acts, omissions, negligence, nuisance, breach of this Agreement and failure to perform obligations hereunder of or by the licensee and its employees, agents, representatives and contractors, including the use or violation of any copyright work or literary property or patented invention, article or appliance, except to the extent that such injury, damage or loss is attributable to a negligent or willful act or omission of either of the parties.

30. 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 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 the 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 and commercial bid submitted with assumptions or conditions 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 requirement of the scope of the work of the assignment. Bidder tries to influence the proposal evaluation process by unlawful/corrupt/fraudulent means at any point of time during the bid process.
- If, any of the bid documents (including but not limited to the hard and soft/electronic copies of the same, presentations during evaluation, clarifications provided by the bidder), excluding the commercial bid, submitted by the bidder is found to contain any information on price, pricing policy, pricing mechanism or any information indicative of the commercial aspects of the bid; Bidders or any person acting on its behalf indulges in corrupt and fraudulent practices
- Any other condition / situation which holds the paramount interest of the Client during the overall *section process*.

SECTION: 3

TERMS OF REFERENCE (ToR)

Terms of Reference

Selection of Manpower Service Providing Agency for ORMAS

1. Background

Odisha Rural Development and Marketing Society (ORMAS), an autonomous body under Panchayati Raj & Drinking Water Department Government of Odisha. Formed under Societies Registration Act, 1860, It works on rural development, women's empowerment, livelihood activities, rural marketing. ORMAS have been successfully operating since 25+ years in creating different marketing channels for the micro enterprises, rural producers to develop sustainable livelihood through adopting appropriate rural technology, product development & diversification with accepted designs, packaging, certification, branding activities etc.

Objectives of ORMAS are as follows: -

- ORMAS is involved in both backward & forward linkage, an array of activities relating to marketing at the state level for identified rural products (Agri/Horti - based, NTF) in different clusters of Odisha.
- Identification of Activity cluster for production, Value Addition, Proper Packaging of the rural products. Product diversification & value addition, certifying & branding of products etc. Helping rural producers in improving their product quality by introducing appropriate technology.
- Facilitating bulk purchase of rural produces by establishing institutional / corporate tie-ups. Retail outlets, Government Organizations for marketing tie-up. Sales channel for identified rural products
- Organizing exhibitions at National, State and District levels for display and sale of rural products.

The result indicators of ORMAS can only be achieved through the motivated and dedicated staff with ownership and shared vision towards the Mission. This ToR lays out broadly the scope for supporting ORMAS in recruitment and selection of various vacant post in quick time span so that staff will be on board as per the timeline.

2. Objective

- ORMAS require services of reputed, well established and financially sound Manpower Service Providing Agency to provide services of different categories manpower for the office for carrying out day to day activities of ORMAS, Bhubaneswar. The Categories are as follows:-

Sl. No.	Name of the Post	No. of Person to be outsourced
1.	Business Manager	6
2.	Programme Assistant	1
3.	Call Centre Executive	2
4.	Date Entry Operator	3
5.	Office Attendant	2
6.	Sweeper	5

Educational Qualification, Experience and Job Description:-

Sl. No.	Name of the Post	Age Limit	Minimum Education Qualification and Experience	Job Description
1.	Business Manager	Not less than 18 years and maximum upto 35 years	<ul style="list-style-type: none"> • 2 years fulltime MBA in Marketing from a recognized university • 3 years of works experience in sales and logistic • 3 years of works experience in sales and logistic 	<ul style="list-style-type: none"> • They will report to the Joint/Deputy CEO of the concerned district. • To facilitate the business transactions between PG & PCs with the bulk buyers.
2.	Programme Assistant	Not less than 18 years and maximum upto 40 years	<ul style="list-style-type: none"> • Minimum Graduate having PGDCA. • Must be having computer typing speed of at least 40 w.p.m. • Minimum 2 years experience as an Assistant. • Candidates working in govt projects and social development sectors shall be given added advantage. 	<ul style="list-style-type: none"> • Project Assistant shall perform data entry & clerical works. • The project assistant shall report to concerned cell to whom attached. • To be responsible for maintenance of files and registers regularly. • To ensure timely dispatch of letters, circulars, memo, with paper record to the concerned person / department. • S/he should not correspond with anybody in any confidential matter on behalf of ORMAS. Any other task assigned by the authority firm time to time • Due diligence in carrying out orders of the superior. • Any other work as and when assigned by the Authority.
3.	Call Centre Executive	Not less than 18 years and Maximum upto 40 years	<ul style="list-style-type: none"> • Minimum Graduate having DCA. • Must be having computer typing speed of at least 40 w.p.m. • Minimum 2 years experience. • Candidates working in govt. projects and social development sectors shall be given added advantage. 	<ul style="list-style-type: none"> • The Toll Free Executive shall perform data entry & clerical works. • The Toll Free Executive shall report to concerned cell to whom attached. • To be responsible for maintenance of files and registers regularly. • S/he should not correspond with anybody in any confidential matter on behalf of ORMAS. • Due diligence in carrying out orders of the superior. • Any other task assigned by the authority from time to time.
4.	Data Entry Operator	Not less than 18 years and Maximum	<ul style="list-style-type: none"> • Graduation with PGDCA (proficient in MS Office) • Preference may be given 	<ul style="list-style-type: none"> • DEO shall perform data entry & clerical works. • DEO shall report to concerned cell to

		upto 40 years	to persons having 2 years of experience in the same field	<p>whom attached.</p> <ul style="list-style-type: none"> • S/he should not correspond with anybody in any confidential matter on behalf of ORMAS. Any other task assigned by the authority firm time to time • Any other work as and when assigned by the Authority.
5.	Office Attendant	Not less than 18 years and Maximum upto 40 years	<ul style="list-style-type: none"> • 10th pass (minimum) • Preference may be given to persons having 2 years of experience in the same field 	<ul style="list-style-type: none"> • S/He will be assigned to the respective officers and Section of ORMAS. • Her / His performance will be reviewed by the Dy. CEO (Admin). • Any other work as and when assigned by the Authority.
6.	Sweeper	Not less than 18 years and Maximum upto 40 years	<ul style="list-style-type: none"> • 8th pass (minimum) • Preference may be given to persons having 2 years of experience in the same field 	<ul style="list-style-type: none"> • Their performance will be reviewed by the Dy. CEO (Admin). • Activities: Cleaning, sweeping moping and wiping of floors, staircase on daily basis from Monday to Saturday or as required by Officer-In charge. Cleaning activity shall start in the morning at 8.00 AM so as to complete all the dusting/ cleaning/ moping work before 9.30 AM. The persons deployed shall be required to report for work at 8.00 AM and would leave office at 6.00 P.M. and may also be required to work beyond 6.00 PM for which he would not be paid any extra remuneration. In case, the person deployed remains absent on a particular day or comes late / leaves early on three occasions, proportionate deduction from the remuneration for one day will be made. • Interval moping to be done at reception floor and other floors during office hours (9:30 A.M. to 05:00 P.M) • Thorough cleaning of all toilets using required detergent by putting naphthalene balls and air purifier in all urinals, wash basins. • Cleaning of general toilets at least thrice daily (at 8.30 AM, 12.00 Noon & 3.30 PM) with phenyl and detergent etc and maintain the toilets floors dry during office hours. Cleaning of windows and window sills of all toilets to be done regularly. Wash basins, urinals are to be cleaned with suitable detergent. Flushing system

				<p>of all toilets is to be checked at regular interval every day.</p> <ul style="list-style-type: none"> • Cleaning of attached toilets with phenyl, removing all dust and unwanted materials, keeping dry, cleaning of window sills once in a day. • Cleaning of corridors staircases and common area with phenol in the morning and with plain water. • Collection of waste paper from rooms, waste paper, baskets, lobbies and putting in bags at the specified location. • To clean glass panes on doors, windows & partitions with soap/ cleaning agent. • Cleaning, sweeping and wiping of floors, furniture and hand washing area etc. during office hours. • Lifting, carrying and disposing the dead bird's animals, rats, insect's etc. if found in and around the office building. • Cleaning and sweeping of open area including balconies and rooftops with brooms.
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The agency shall be responsible for payment of fixed remuneration to the Human Resource every month in time as per Government policy and guidelines/ wage policy.

3. General Information

- i. The agency will deposit the EPF and ESI of Human Resource in time and submit proof of the same along with payment of remuneration to Human Resource to ORMAS by 10th of each month. In case of any delay, agency will submit reason for it to the satisfaction of ORMAS.
- ii. He should deposit the bank challan Showing such payment of each month to the ORMAS, Bhubaneswar together with the claim for the succeeding month failing which no further payment will be released.
- iii. The requisition will be given to the agency by ORMAS, Bhubaneswar as per need/ requirement from time to time during the contract period. Whenever any vacancy will arise due to resignation / termination/death of Human Resources, upon receipt of requisition the agency will give a list of manpower at least 3 times of the requirement. The list should be accompanied with detailed information of manpower within stipulated period specified in the requisition. The suitable manpower will be engaged by ORMAS, Bhubaneswar following due procedure.
- iv. The requirement of required manpower by the ORMAS, Bhubaneswar may further increase or decrease marginally, during the period of initial contract and the tenderer would have to provide additional/ less manpower services accordingly on the same terms and conditions.

- v. In case of unsatisfactory performance of any Human Resource, ORMAS, Bhubaneswar will inform the agency to withdraw the person/ persons and replace immediately following the procedure mentioned at point above.
- vi. The agency will be responsible to conduct a thorough antecedent verification of the manpower to be deployed and submit an undertaking, in writing, regarding the verification done. No person with criminal antecedent/ criminal & vigilance cases shall be deployed.
- vii. The Agency shall indemnify ORMAS, Bhubaneswar against all claims which may be made under the Minimum Wages Act, Provident Fund Act, ESI Act, Payment of Bonus Act, Industrial Dispute Act, Payment of Wages Act or any Statutory modifications or, any other Acts, Rules and Policies as applicable. .
- viii. The Agency shall be responsible for any accidents caused to the workers and damage to the equipment during the period of contract. ORMAS, Bhubaneswar shall no way be responsible for any of the accidents.
- ix. For any failure of implementing the statutory rules and regulations by the Agency, ORMAS, Bhubaneswar reserves the right to recover the same from the bills and security deposit of Agency.
- x. Any violation of Agency towards payment remuneration, EPF/ESI Contributions, as per Act and agreement if, brought to the notice of the authority of ORMAS, Bhubaneswar, it would be referred to Labour Department for taking legal action against the concerned Agency and without prejudice to the right of ORMAS, Bhubaneswar to terminate the contract in such cases.
- xi. For all intents and purposes, the Agency shall be the "Employer" within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Agency shall not have any claim whatsoever like employer and employee relationship against the Office concerned.
- xii. The Agency shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The ORMAS, Bhubaneswar shall, in no way, be responsible for settlement of such issues whatsoever.
- xiii. The Authority shall not be responsible for any financial loss or any injury to any person deployed by the Service Provider in the course of their performing the functions/ duties, or for payment towards any compensation.
- xiv. The persons deployed by the Agency shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular / confirmed employees during the contract or after expiry of the Agreement.
- xv. In case of termination of this Agreement on its expiry or otherwise, the persons deployed by the Agency shall not be entitled to and shall have no claim for any absorption in regular or other capacity. The engaged person will have no right to demand job with the authority.

4. Duration of the Assignment:-

The Contract will be for a period of **one year** specifically for this assignment from the date of the signing of contract. If the assignment is not completed in time, there will be no cost extension of the duration of this assignment. The contract is extendable for mutual agreed period as per the need of the ORMAS and based on the performance of the agency.

5. Schedule of time line and payment in terms:-

The Service Provider will pay the personnel deployed within seven days after receipt of Absentee Statement from ORMAS. The Service provider can claim the reimbursement within 7 days of its payment by enclosing the online transfer of Bank Statement on calendar month basis according to the number of manpower engaged in the project. ORMAS will release the payment to the service provider within 15 days of their claim after acceptance of monthly deliverables.

SECTION: 4

TECHNICAL PROPOSAL SUBMISSION FORMS

TECH – 1 COVERING LETTER
(ON BIDDER'S LETTER HEAD)

[Location, Date]

To

The Chief Executive Officer,
Odisha Rural Development & Marketing Society
SIRD & PR Campus, Unit-8, Bhubaneswar
Odisha, Pin Code: 751012
E-mail: ormashq@gmail.com

Subject: Selection of Manpower Service Providing Agency for ORMAS [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 **180 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 modifications resulting from 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 authority 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 Bidder’s Organization (General Details)

Sl. No.	Description	Full Details
1	Name of the Bidder	
2	Address for communication: Tel : Email id:	
3	Name of the authorized person signing & submitting the bid on behalf of the Bidder: Mobile No.:Email id:	
4	Registration / Incorporation Details Registration No:Date & Year. :	
5	Local office in Khordha/ Cuttack District If Yes, Please furnish contact details	Yes / No
6	PAN Number	
7	Goods and Services Tax IdentificationNumber (GSTIN)	
8	Willing to carry out assignments as per the scope of work of the RFP	YES
9	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: _____

Bidders should submit the required supporting documents as mentioned above. Non- submission of required documents as listed above will lead to rejection of the bid.

TECH -3 Bidder Organization (Financial Capabilities Details)

Financial Information in INR				
Details	FY2019 -20	FY2020 -21	FY 2021-22	Average
Annual Turnover (in Lakh) in India				
<i>Supporting Documents:</i> Audited certified financial statements for the last three FYs (Submission of copies of Income & Expenditure Statement and Balance Sheet for the respective financial years is mandatory along with this form) <i>Filled in information in this format must have to be jointly certified and sealed by the CA 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 Company Auditor with Date in original

Authorized Signatory [In full initials with Date and Seal]: _____

Communication Address of the Bidder:

[NB: No Scanned Signature will be entertained]

Bidders should submit the required supporting documents as mentioned above. Non-submission of required documents as listed above will lead to rejection of the bid.

TECH – 4 FORMAT FOR POWER OF ATTORNEY
(On Bidders Letter Head)

I, _____, the _____ (Designation) of (Name of the Organization) in witness whereof certify that **<Name of person>** is authorized to execute the attorney on behalf of **<Name of Organization>**, **<Designation of the person>** of the company acting for and on behalf of the company 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 favor authority is being made under the attorney given below are hereby certified.

Name of the Authorized Representative:

(Signature of the Authorized Representative with Date)

CERTIFIED:

Signature, Name & Designation of person executing attorney:

Address of the Bidder:

Note: Board resolution confirming the Authority of the signatory to submit the proposals could also be provided as a substitute to the Power of Attorney.

TECH – 5 (BIDDER'S PAST EXPERIENCE DETAILS)

[The following table shall be filled in for the Bidder]

Sl. no.	Name of the Assignment with details there of	Types of Service Provided	Name of the Client with complete address	Duration of the Assignment	*Contract Value (in INR)	Period	Status (Completed/ Ongoing/ etc.)
A	B	C	D	E	F	G	H
1							
2							
3							
4							
5							

Note: Bidders are requested to furnish the list of the assignments undertaken during the last 3 Financial Years (2019-20, 2020-21 & 2021-22) as per the above prescribed format only. Information not conforming to the above format will be treated as non-responsive. Copies of the Work order / Contract Document / Completion Certificate from the previous Clients need to be furnished along with the above information.

Authorized Signatory [In full initials with Date and Seal]: _____

Communication Address of the Bidder: _____

TECH – 6 FORMAT FOR AFFIDAVIT CERTIFYING THAT BIDDER IS NOT BLACKLISTED

Affidavit

I M/s. , (the name of the Bidder and addresses of the registered office) hereby certify and confirm that we or any of our promoter/s/ chief executive officer/ directors/managers are not barred or blacklisted by any government or government instrumentality or public sector in India or in any other jurisdiction to which we or our Affiliates belong or in which we or our Affiliates conduct business from participating in any project or being awarded any contract, either individually or as member of a consortium and no such bar or blacklisting subsists as on the Proposal Due Date.

We further confirm that we are aware our interest for Empanelment on video documentation work of ORMAS would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this EOI at any stage of selection and/or thereafter during the term of the Contract.

Dated thisDay of , 2021....

Authorized Signatory [*In full and initials*]: _____

Name and Designation with Date and Seal: _____

Signature : _____

Bidders should submit the required supporting documents as mentioned above. Non-submission of required documents as listed above will lead to rejection of the bid.

TECH – 7 BID SECURITY DECLARATION IN LIEU OF BID SECURITY

To,
The Chief Executive Officer, ORMAS,
Panchayati Raj & Drinking Water Department,
Government of Odisha, Bhubaneswar, 751012

Sub: Submission of document on “BID SECURITY DECLARATION” format.

Sir,
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 one 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 the purchaser during the period of bid validity (i) fail or reuse 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.

Dated thisDay of , 2022....

Authorized Signatory [In full and initials]: _____
Name and Designation with Date and Seal: _____
Signature : _____

SECTION: 5

FINANCIAL PROPOSAL

FIN-1 COVERING LETTER
(In Bidders Letter Head)

[Location, Date]

To

The Chief Executive Officer,
Odisha Rural Development & Marketing Society
SIRD & PR Campus, Unit-8, Bhubaneswar
Odisha, Pin Code: 751012
E-mail: ormashq@gmail.com

Subject: Selection of Manpower Service Providing Agency for ORMAS [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*]**.

The above quoted amount is exclusive of the taxes applicable as per GST Act. 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 **180 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 FIN-2 Summary of financial Proposal, FIN-3- Breakdown of Remuneration of Key Professionals, FIN-4- Breakdown of Overhead Expenses

FORM FIN-2 SUMMARY OF COSTS

Sl. No.	Name of the Manpower	Remuneration per month per candidate (including EPF & ESI (as applicable) of Employee Share))	EPF- 13% (Amount & %) as per latest Govt. notification	ESI- 3.25% (Amount & %) as per latest Govt. notification	Other Statutory dues if any	Sub Total	Service Charge of the Agency	Total per person	No. of Manpower to be provided	Grand Total Amount
1.	Business Manager	25,000.00.	3,250	N.A					6	
2.	Programme Assistant	12,090.00	1,571.70	392.95					1	
3.	Call Centre Executive	12,090.00	1,571.70	392.95					2	
4.	Date Entry Operator	10,530.00	1,368.90	342.22					3	
5.	Office Attendant	9,230.00	1,199.90	299.97					2	
6.	Sweeper	8,190.00	1064.70	266.17					5	

The agency shall be responsible for payment of fixed remuneration to the Human Resource every month in time as per Government policy and guidelines/ wage policy.

SECTION - 6

ANNEXURE

Annexure – I - BID SUBMISSION CHECK LIST

Sino	Description	Submitted (Yes/No)	Page No.
TECHNICAL PROPOSAL (ORIGINAL + 1COPY)			
1	Filled in Bid Submission Check List (ANNEXURE-I)		
2	Covering Letter (TECH -1)		
3	Bid Processing Fee of Rs. 11,800/- including GST in form to DD/ BC		
4	Copy of Certificate of Incorporation / Registration of the Bidder		
5	Copy of PAN		
6	Copy of Goods and Services Tax Identification Number (GSTIN)		
7	General Details of the Bidder (TECH - 2)		
8	Financial details of the bidder (TECH - 3) along with all the supportive documents such as copies of Profit – Loss Statement and Balance Sheet for the concerned period		
9	Power of Attorney (TECH - 4) in favour of the person signing the bid on behalf of the bidder.		
10	Past Experience Details (TECH - 5) along with the copies of work orders for the respective assignments		
11	Self-Declaration on not having black listed (TECH - 6)		
12	Bid Security Declaration Template (TECH -7)		
FINANCIAL PROPOSAL (ORIGINAL)			
1	Covering Letter (FIN-1)		

Undertaking:

- All the information have been submitted as per the prescribed format and procedure.
- 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: _____

Annexure-II - PERFORMANCE BANK GUARANTEE FORMAT

To
The Chief Executive Officer,
Odisha Rural Development & Marketing Society
SIRD & PR Campus, Unit-8, Bhubaneswar
Odisha, Pin Code: 751012
E-mail: ormashq@gmail.com

WHEREAS (Name and address of the Agency) (hereinafter called "the Agency") has undertaken, in pursuance of RFP no..... dated to undertake the service (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 .,

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