



ZILLA PARISHAD: NUAPADA

No 729 //Dated 28.02.2025

REQUEST FOR PROPOSAL (RFP)

Zilla Parishad, Nuapada invites Request For Proposal (RFP) in sealed cover under Two Bid system, from reputed, registered and experienced Service Provider Agencies for providing approximately 37 Nos. of personnel under different capacity (MGNREGS Assistant – 12, ACP – 05, DEO – 05, DPC – 01, DPE – 01, CCE – 01, BPC – 05, BPA – 05, AB Fellow – 02) to Office of the Zilla Parishad, Nuapada and all Block Offices) of Nuapada District under different schemes i.e., MGNREGS, Rural Housing & Aspirational District Programme, for a period of 02 (two) years on outsourcing basis for day-to-day official work. It is an opportunity for your agency to showcase your professional skill through participation in the RFP.

Bidders are required to submit the Technical and Financial bids separately. The bids in sealed Cover-I containing "Technical Bid" and the sealed cover-II containing "Financial Bid" should be placed in a third sealed cover super-scribed "**Bid for providing services of Approximate 37 Nos. of different category employees on outsourcing basis through Service Providing Agency to the Office of Zilla Parishad, Nuapada**" which must reach to the **CDO-cum-Executive Officer, Zilla Parishad Nuapada** on or before **25th March 2025 up to 5.00 PM** by Speed Post/ Registered Post only.

The RFP Document containing the details of qualification criteria, submission of requirement, brief objective & scope of work and evaluation criteria, etc. can be downloaded from website:- www.nuapada.odisha.gov.in under the link "NOTICES > RFPs". Last date for submission of RFP is **25th March 2025 up to 5.00 PM**. Sealed envelope marked to the captioned address, containing RFP, Rs.10,000.00 as Bid Processing Fees (non-refundable) and Bid Security Declaration in prescribed format in favour of CDO-cum-Executive Officer, Zilla Parishad, Nuapada, payable at Nuapada.

Authority in no way will be responsible for any postal delay. The financial bid shall be opened after technical evaluation by the District Level Tender Committee (DLTC). Late receipt of quotations, beyond the allotted date and time will be rejected.

The authority reserves the right to reject/cancel/modify any or all the quotations in part or whole without assigning any reason thereof. .

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28.02.25
Collector-cum-CEO,
Zilla Parishad, Nuapada
Zilla Parishad, Nuapada

Memo No. 730 //Date: 28.02.2025

Copy along with Tenders documents are forwarded to the DeGM, Collectorate, Nuapada for information and necessary action with a request to web host the Tender Call Notice in Nuapada district website www.nuapada.odisha.gov.in expeditiously for wide dissemination & public access.


CDO-cum-EO,
Zilla Parishad, Nuapada
Executive Officer
Zilla Parishad, Nuapada

Memo No. 731 //Date: 28.02.2025

Copy along with Tenders documents are forwarded to the Sub-Collector, Nuapada/ All Tahasildars/ BDOs/ CDPOs/ District Level Officers for information with a request to publish the Tender Call Notice in their respective Office Notice Board at the earliest for wide publicity and accessibility of Tender Call Notice by all outsourcing agencies.

Copy to office Note Board of Collectorate Nuapada/ Zilla Parishad, Nuapada for information of public.


CDO-cum-EO,
Zilla Parishad, Nuapada
Executive Officer
Zilla Parishad, Nuapada

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SECTION - I
Disclaimer and Confidentiality

This RFP Document has been prepared by **The Chief Development Officer-cum-Executive Officer, Zilla Parishad Nuapada** solely for the purpose of providing information to potential bidders. It is provided on a confidential basis and is not to be distributed or reproduced in whole or in part without the prior written consent.

This RFP is not an agreement and is neither an offer nor invitation by "**The Chief Development Officer-cum-Executive Officer, Zilla Parishad Nuapada**" (hereinafter referred as **CLIENT**) to prospective Bidder/s. The purpose of this RFP is to provide interested bidders with information that may be useful to them in preparing their proposal i.e., Eligibility/ Technical Proposal, Documents and Financial Proposal (the "Bid") pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by "**CLIENT**" or their advisors in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. It is intended to be used as a guide only and does not constitute advice, including without limitation, investment or any other type of advice. This RFP may not be appropriate for all persons, and it is not possible for "**CLIENT**", its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP including annexure/ attachments/ amendments and obtain independent advice from appropriate sources. "**CLIENT**" and its advisors assume that any person who reads or uses this document is capable of evaluating the merits and risks of any investment or other decision with respect to a financial/ property transaction, operation, its suitability and its financial, taxation, accounting and legal implications without any reliance on this document.

The information contained in this Request For Proposal document (the "**RFP**") or subsequently provided to Bidder(s)/ Bidder(s), whether verbally or in documentary or any other form by or on behalf of Client or any of their employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This document may contain information prepared by third parties. Figures, calculations and other information contained in this document that has been provided to "**CLIENT**" by third parties have not been independently verified by "**CLIENT**". Any projections or analysis represent best estimates only and may be based on assumptions, which, while reasonable, may not be correct. Past performance of any property or market information, if any, described in this document is not a reliable indication of future performance of such property. Bidders should not rely on any information contained in this document as a statement or representation of fact and must make their own enquiries to verify and satisfy themselves of all aspects of such information, including without limitation, any income, fee/rentals, dimensions, areas, zoning and permits. While the information in this document has been prepared in good faith and with due care, no representations or warranties are made (express or implied) as to the accuracy, currency, completeness, suitability or otherwise of such information. "**CLIENT**", its advisors, officers, employees, subcontract or sand agents shall not be liable (except to the extent that liability under statute or by operation of law cannot be excluded) to any person for any loss, liability, damage or expense arising directly or indirectly from or connected in any way with any use of or reliance on such information.

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Information provided in this RFP to the Bidder/s is on a wide range of matters, some of which depend upon interpretation. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law.

“CLIENT” accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein. “CLIENT”, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way during the Bidding Process.

“CLIENT” also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

“CLIENT” may in its absolute discretion at any time, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP. “CLIENT” may also withdraw or cancel the RFP at any time without assigning any reasons thereof.

“CLIENT” reserves the right, without any obligation or liability, to accept or reject any or all applications, at any stage of the selection process, to cancel or modify the process or any part thereof, or to vary any or all the terms and conditions at anytime, without assigning any reason whatsoever.

The issue of this RFP does not imply that “CLIENT” is bound to select service provider or to appoint the successful service provider, as the case may be. “CLIENT” reserves the right to reject all or any of the Bidder/s or Bids without assigning any reason whatsoever. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by “CLIENT” or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and “CLIENT” shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation for submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

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ZILLA PARISHAD: NUAPADA

Bid Reference No: 729

Date: 28.02.2025

RFP for "SELECTION OF MANPOWER AT ZILLA PARISHAD NUAPADA"

Name and Address of the RFP Inviting Authority:

COLLECTOR-CUM-CEO, ZILLA PARISHAD NUAPADA

SECTION - II INVITATION FOR BID

Tentative Yearly Estimated Cost of the Project : Rs.1,13,15,000/-Rupees (One crore thirteen lakh fifteen Thousand) only

A. *Indicative Scope* :

The Broad Scope of services required through this RFP, shall be interalia as briefed below:

1. Provide services of manpower under MGNREGS scheme to be deployed at Zilla Parishad & Blocks.
2. Provide services of manpower under Rural Housing scheme to be deployed at Zilla Parishad & Blocks.
3. Provide services of manpower under Aspirational District Programme scheme to be deployed at Blocks.
4. Provide services of manpower under Zilla Parishad scheme to be deployed at Zilla Parishad.

B. **Contract Period** : 02years (01.04.2025 to 31.03.2027) subject to renewal for 2nd and subsequent years

C. **Bid Processing Fee (INR)** : 10,000/-

D. **Earnest Money Deposit (INR)** : Bid Security Declaration as per Form-T9

The RFP document can be downloaded from <https://nuapada.odisha.gov.in>.

To clarify the queries of the Bidders, a pre-bid meeting is scheduled to be held on **12.03.2025 at 11.00 A.M** in the **Sadvabana Sabhagruha, Zilla Parishad Nuapada**. Duly completed proposal along with other prerequisite documents in support of eligibility criteria and the required information as per formats must be submitted through **Registered Post/ Speed Post** latest by **25.03.2025 at 5.00 PM** as specified in the Critical Date Sheet below. For details please refer the RFP Documents.

E. Critical Date Sheet:

1	RFP Issue Date	28.02.2025
2	Last date and time for submission of Pre-Bid queries through e-mail	11.03.2025 (05:00 P.M)
3	Pre-Bid Meeting Date and Time	12.03.2025 (11.00 A.M)
4	Upload of Pre-Bid Clarification Date and Time	12.03.2025 (05.00 P.M)
5	Bid Due Date and Time	25.03.2025 (05.00 P.M)
6	Technical Bid Opening Date and Time	26.03.2025 (10.00 A.M)
7	Financial Bid Opening Date and Time	26.03.2025 (04.00 P.M)

F. Contact Person:

Programme Manager (Finance), O/o Zilla Parishad Nuapada
Mobile No- +91-9776470355

G. Complete Address for Submission of Bid : Zilla Parishad, Nuapada -766105

H. Place of Pre-Bid Conference & Opening of Documents : Sadvabana Sabhaguha, Nuapada

I. The authority reserves the right to accept/ reject any or all RFPs without assigning any reason thereof.

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28.02.25
Collector-cum-CEO
Zilla Parishad, Nuapada
Zilla Parishad, Nuapada

SECTION - III
BIDDER DATA SHEET

Sl. No.	DESCRIPTION	
1.	Title of Request for Proposal (RFP)	Selection of outsourcing of agency for Manpower supply under 1. MGNREGS scheme 2. Rural Housing scheme 3. Aspirational District programme scheme 4. Zilla Parishad
2.	Broad scope of services	The Broad Scope of services required through this RFP shall be interalia as briefed below: 1. Various works under MGNREGS scheme 2. Various works under Rural Housing scheme 3. Various works as Aspirational Block Fellow 4. Office work at Zilla Parishad
3.	Contract Period	The Contract shall be for a period of 02 years (24 Months i.e., from 01.04.2025 to 31.03.2027) subject to renewal after 1st year .
4.	Method of Selection	Quality-cum-Cost Based System (QCBS)
5.	Bid Processing Fee	Rs.10,000/- (Ten Thousand Only) in shape of Demand Draft drawn in any scheduled commercial bank only
6.	Submission of Proposal	Bidder/s shall be required to submit their Proposal through Registered Post/ Speed Post as per instructions in the RFP Document on or before the end date and time for proposal submission i.e., 25.03.2025 by 5.00 P.M. to the following address: The CDO-cum-EO, Zilla Parishad Nuapada At/P.O./Dist.-Nuapada, Odisha – 766105 The Client will not be responsible for any postal delay/ any consequences in receiving of the proposal. Any bid received after the deadline of submission, will be out rightly rejected.
7.	Issue of RFP	28.02.2025
8.	Downloading of Documents	Bidders can download the complete RFP Document from the website of https://nuapada.odisha.gov.in/#RFP
9.	Last date and time of sending queries	Date: 11.03.2025 Time: 05.00 PM.
10.	Last date and time of Submission of Bid (Bid Due Date)	Date: 25.03.2025 Time: 5.00 P.M.

Sl. No.	DESCRIPTION	
11.	Pre-Bid Meeting	<p>Date: 12.03.2025 Time: 11.00A.M. Venue: Sadvabana Sabhagruha, Nuapada Contact Person: Programme Manager (Finance), Zilla Parishad Nuapada Mobile No. +91- 9776470355</p> <p><i>Bidders may confirm their participation in the pre- bid meeting by sending their queries in respect to the RFP Document as per the prescribed format to the email at ori-dnuapada@nic.in</i></p>
12.	Date of opening of Technical Bid	<p>Date: 26.03.2025 Time: 10.00 AM.</p> <p>The Technical Bids shall be opened in presence of the bidder/ authorized representatives on behalf of the bidder, who wish to be present at the venue at that time.</p> <p><i>Bidders are requested to refer to Section VI – Clause L</i></p>
13.	Date of opening of Financial Bid	<p>Date: 26.03.2025 Time: 04.00 P.M.</p> <p>Financial Bids of technically qualified bidders will only be opened in presence of the bidders/ authorized representatives on behalf of the bidder and evaluated. Bidder obtaining highest mark combined both in Technical & Financial bids for the first Year among technically qualified bidders shall be identified as selected bidder.</p> <p><i>Bidders are requested to refer to Section VI – Clause L</i></p>
14.	Letter of Award (LoA) to Selected Bidder	<p><i>Within 07 days from the date of issue of award notice.</i></p>
15.	Scope of work, Obligations of Agency and Client, for the assignment:	<p>As detailed in Schedule of Requirements as per Section VIII.</p>
16.	Selection process	<p>As detailed in Section VI – Clause F, H, I & J</p>
17.	Earnest Money Deposit(EMD)	<p>As per Govt. of Odisha Finance Department Circular No. 8484 dated 05.04.2022 bidder have to enclose the bid security declaration as per Schedule K / From – T9</p>
18.	Performance Security	<p>Selected bidder must submit Performance Security of the amount equivalent to 10% of the Contract Value.</p> <p><i>Bidders are requested to refer Section VI – Clause R for details</i></p>
19.	Validity of Proposal	<p>Proposals must remain valid for One Hundred and Eighty(180)days after the submission date</p> <p><i>Bidders are requested to refer to Section VI – Clause G</i></p>

Sl. No.	DESCRIPTION	
20.	Language(s) of the submitted proposals:	English
21.	Bidder to state financial proposal in the national currency:	Indian Rupees (INR)
22.	Taxes	As per Section VI – Clause D
23.	Selection Criteria for Pre-Qualification (eligibility)	<i>Bidders are requested to refer Section VI – Clause E for detail</i>
24.	Evaluation Criteria for Technical Proposal	<i>Bidders are requested to refer Clause Section VI – Clause N for detail</i>
25.	Annual Outsourcing of Agency Cost.	Service charge above 3.85% with proper justification, whenever required. However, such charge should not exceed 7% in any case <i>will be applicable as per Section VI – Clause T of this RFP.</i>
26.	Signing of Service Agreement (SA)	Within 15 (Fifteen) days from the date of issue of LOA
27.	Mobilization Period And Commencement of Service:	07 days from the signing of Service Agreement (SA)

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SECTION IV GENERAL DEFINITIONS

1. GENERAL DEFINITIONS:

Terms which are defined herein may not necessarily have been defined in the conditions of Contract but keep their defined meanings. Capital initials are used to identify defined terms:

- **Government** means Government of Odisha.
- **Bid/ RFP Inviting Authority** is the Collector-cum-CEO, Zilla Parishad Nuapada who on behalf the Government or the funding agencies calls and finalize bids and ensure supply and procurement under this bid document.
- **RFP Evaluation Committee** are Committee so constituted by the Collector-cum-CEO, Zilla Parishad Nuapada to decide on the finalization of RFP.
- **Blacklisting/ debarring** – the event occurring by the operation of the conditions under which the bidders will be prevented for a period of 03 years from participating in the future bids of RFP Inviting Authority/ User Institution, the period being decided on the basis of number of violations in the bid conditions and the loss/hardship caused to the RFP Inviting Authority/User Institution on account of such violations.
- “Client” means the Collector-cum-CEO, Zilla Parishad Nuapada, Nuapada. (“CLIENT”) with whom the Selected Bidder signs the Agreement for the Services as per Scope of the Work.
- “Affiliate” means any corporation, firm, or other entity that directly or indirectly is controlled by or is under common control of another firm.
- “Assignment” means the work that the AGENCY shall perform pursuant to the Service Agreement.
- “Commencement Date” means the date on which the Service Agreement will be signed between Client and Selected Bidder;
- “Contract Period” is the period granted for undertaking Outsourcing Services in the Project Facility, commencing from the Effective Date for the duration as defined in RFP;
- “Effective Date” means date as defined in the RFP.
- “Mobilization Period” means period as defined in the RFP.
- “Request for Proposal” “RFP” means Request for Proposal for selection of agency for providing manpower on outsourcing basis for implementation of different schemes like MGNREGS, Rural Housing, ADP & Zilla Parishad including all related attachment(s), amendment(s) and corrigendum(s).
- “Service Agreement” or “Contract” or “SA” means agreement signed between Client and Selected Bidder. (key clauses of Draft Service Agreement are mentioned in Section VII of RFP.
- “Selected Bidder” shall be as defined in Section VI - N ii) of RFP.



SECTION V
GENERAL INSTRUCTIONS AND SCOPE OF WORK

A. GENERAL INSTRUCTIONS:

1. The manpower deployed by the Service Provider shall be required to report for work at 10.00 AM and leave office at 5.30 P.M. and may also be required to work beyond 5.30 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.
2. The manpower deployed for the purpose must have good moral character and cordial attitude and should not reveal the official information to outsiders and must maintain confidentiality.
3. The Service Provider shall nominate a coordinator who shall be responsible for periodic interaction with the Authority so that optimal services of the persons deployed could be availed without any disruption.
4. The attendance rolls for the personnel deployed by the Service Provider at the premises of Authority shall be provided by the Manpower Service Provider and it shall be monitored by the Service Provider on regular basis. These attendance rolls shall be signed by the authorized representative of Manpower Service Provider who shall get it verified from the designated office. The entire financial liability in respect of manpower services deployed in the Authority's location shall be that of the Manpower Service Provider and the Authority will in no way be liable for the same. It will be the responsibility of the Manpower Service Provider to pay to the person deployed a sum not less than the proposed monthly remuneration as mentioned in the financial bid.
5. The Manpower Service Provider shall provide a substitute well in advance if there occurs any probability of the person leaving 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 Manpower Service Provider.
5. 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 Manpower Service Provider as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract.
6. The Manpower Service Provider shall be responsible for compliance of all statutory provisions relating to minimum wages payable to the persons deployed at the Authority's location. The service provider should ensure regular payment of monthly salary to the personnel engaged by the service provider by 10th of the succeeding month after deduction of applicable statutory dues. The service provider should credit the monthly salary of its employees in the respective Bank Account.
7. The engagement of outsourced person shall be purely on contract basis. The Service Provider shall at all times make it absolutely clear to the outsourced personnel hired through them. Any outsourced personnel deputed can be removed any time by giving notice to the Service Provider and the Service Provider will have to provide suitable replacement acceptable to Authority within 03 working days.
8. The manpower to be engaged in these offices shall be given assignment as per the requirement of the office work and on due approval of Head of the office



B. SCOPE OF WORKS:

1. SCOPE:

- The sealed bids are invited for supplying manpower for carrying out official work under MGNREGS, Rural Housing & Aspirational District Programme schemes for deployment at Zilla Parishad and Panchayat Samiti for a period of 02 (two) years.
- Approximate 37 no. of staffs under in different capacity are required to be deployed on outsource basis in Nuapada district. The nos. are indicative and will be changed as per requirement of the Zilla Parishad, Nuapada.
- The approximate bid cost for one year period is Rs.1,19,45,000.00 inclusive of all taxes.
- The bidders cannot withdraw their bids after opening of technical bid within the minimum bid validity period and also after accepting the Letter of Award.
- Withdrawal or non-compliance of agreed terms and conditions after the execution of agreement will lead to invoking penal provisions and may also lead to black listing.

2. PROJECT INTRODUCTION:

The detail manpower requirement on outsource basis is as follows:

a) MGNREGS Scheme:

Sl. No.	Description	Quantity (Nos.)
1	MGNREGS Assistant	12
2	Additional Computer Programmer (ACP)	05
3	Data Entry Operators (DEO)	05

b) RURAL HOUSING Scheme:

Sl. No.	Description	Quantity (Nos.)
1	District Project Co-ordinator (DPC)	01
2	District Project Executive (DPE)	01
3	District Call Center Executive (CCE)	01
4	Block Project Co-ordinator (BPC)	05
5	Block Project Assistant (BPA)	05

c) Aspirational District Programme (ADP):

Sl. No.	Description	Quantity (Nos.)
1	Aspirational Block Fellow	02

Project Management Unit (MGNREGS)

- To assist in effective implementation of MGNREGS scheme at District level as well as Panchayat Samiti level

Project Management Unit (Rural Housing)

- To assist in effective implementation of Rural Housing scheme at District level as well as Panchayat Samiti level.

Aspirational Block Fellow:

- Collaborating with block officials to design and execute development strategies aligned with ABP thematic areas.
- Conducting regular field visits to assess project implementation, address challenges and collect ground level insights.
- Analyzing data and providing evidence-based recommendations to BLOs, District level officials to optimize developmental initiatives.
- Organizing workshops, awareness campaign and skill building programme to empower the local community.
- Keeping State and NITI Ayog abreast with the issues, challenges and need for support.
- Help in documentation and good governance practices.

**SECTION - VI
INSTRUCTIONS TO BIDDERS**

A. PROPOSAL PREPARATION COST:

The bidder shall be responsible for bearing all the costs and expenses associated with the preparation of its proposal and participate in the bidding process. Client shall not be responsible, or in any way liable for such costs/ expenses, regardless of the conduct or outcome of the bidding process.

B. PROJECT INSPECTION AND SITE VISIT:

The Bidder, at his own responsibility and risk can visit, and examine the location of the site and its surroundings, and obtain all information that may be necessary for preparing the proposal. The costs of visiting the site shall be borne by the Bidder. Client shall not be liable for such costs, regardless of the outcome of the bidding process.

C. ONLY ONE PROPOSAL:

Each bidder will submit only one proposal. Alternative/ Conditional bid is not allowed. Consortium/ Joint venture of any form is not allowed under this bidding process.

D. TAXES:

The financial proposal/ bid shall be exclusive of applicable Goods & Services Tax (GST). As a condition, precedent for reimbursement of the GST, the AGENCY shall provide a valid GSTIN and raise GST compliant Tax Invoice to the Client. The financial liability on account of any other applicable taxes, as may be applicable on the amounts received by the AGENCY from Client shall be solely borne by the AGENCY. The AGENCY alone shall be responsible in all respects for the payment of all taxes including Income Tax etc. in a timely manner and filing there turns in respect there of as per the applicable laws. Client shall not bear any responsibility in this regard.

However, towards compliance with the applicable Tax laws, Client shall deduct TDS as applicable from the payments to be made to AGENCY and a certificate shall be made available in support of the evidence.

E. ELIGIBILITY CRITERIA:

The bidder should meet the following eligibility requirements to qualify for participation in the bidding process:

Pre

Criteria	Description	Required Supporting Document
A.	The bidder should be registered under appropriate Law: <ul style="list-style-type: none"> • Indian Companies Act, 2013 • Indian Partnership Act, 1932 • The Societies Registration Act, 1860. • Limited Liability Partnership Act, 2008. 	Copy of Certificates of Incorporation/ Registration issued by the competent Authority
B.	The bidder must have at least five years in business (up to the last date of submission of bid) for providing similar type of services to Central /State Government/ Autonomous Bodies/ Corporate bodies	Copies of the work order from the previous authorities and agreement copy made during the last five years only.
C.	Bidder should be registered with the Income Tax, Goods and Services Tax and also registered under the labour laws, Employees Provident Fund Organization, Employees State Insurance Corporation.	<ul style="list-style-type: none"> • Copies of PAN, GSTIN, IT Returns for the last 03 consecutive financial years, valid Labour Registration, EPF Registration Certificate, ESI Registration Certificate to be submitted along with the technical proposal. • Copy of Commercial Establishment Registration Certificate. • Copy of Bank Solvency Certificate of minimum 05 crore. • IT return for the preceding 03 consecutive Assessment years.
D.	Bidder must possess valid Quality assurance certificates	Copies of valid ISO certificates i.e., ISO 9001:2008, ISO 9001:2015, ISO 14001:2015, ISO 45001: 2018, SA-8000:2014, ISO 27001:2013 and ISO 22000:2018 to be submitted along with the technical proposal.
E.	Bidder must not be under any declaration of Ineligibility by any Client and should not be blacklisted with any of the government project as on date of proposal.	Undertaking as per Form T-5 on stamp paper of appropriate value in shape of affidavit from the Notary regarding his eligibility and non blacklisting needs to be furnished
F.	The Registered Office/ branch office of the Service Provider must be located within the jurisdictional area of Odisha.	Valid address proof of the office (Copy of the Land Line Telephone Bill/ Electricity Bill / GSTIN of the Office Premise)

G.	Bidder should have the average financial turnover of not less than Rs.20.00 crore and a positive net-worth of Rs.5.00 crore for the last five financial years, ending 31st March, 2024 for providing similar type of services as per the scope of the work.	Copies of audited Income/ Expenditure Statement and Balance Sheet for the concerned period or certified copy of C.A. with valid UDIN
H.	Must have its own bank account in any scheduled bank situated in Odisha	Copies of the pass book along with last six months transaction amount certified by the Manager of the Banker.
I.	Must not have any pending judicial proceedings for any criminal offence against the Proprietor/ Director/ Persons to be deployed by the Service Provider.	Undertaking to this effect to be furnished by the bidder as per the prescribed format. (Form-T7)

N.B.:-

- i. **Similar works** means supply of manpower other than security guard.
- ii. **Eligible Projects** for the purpose of evaluation shall mean following projects: Similar works executed for Court Complexes/ Central Government/ State Government/ PSUs/ ULBs/ Municipalities Hospitals etc.
- iii. **Copies** means ink-signed self attested & stamped documents.
- iv. Bidders are advised to submit the actual required documents as per technical requirement of RFP. Excessive document submission must be avoided.

F. REQUEST FOR PROPOSAL (RFP):

The proposal/ bid against the RFP would be completed **through single stage two envelope system**. RFP comprises of following two parts as briefed below:

a. *Part1: Technical Proposal*

- i. The Technical Proposal of bidders will be evaluated for compliance with the eligibility criteria and further technical evaluation as defined in the RFP. The bidders fulfilling the eligibility criteria and technical evaluation conditions shall be considered as technically qualified. These technically qualified bidders would only be considered for Financial Proposal evaluation.
- ii. The bidder must deposit an amount of **Rs.10,000/- (Rupees Ten thousand only)** toward cost of RFP paper and BID processing fee (non-refundable) **in shape of Account payee demand draft** only drawn in favour of CDO-cum-Executive Officer, Zilla Parishad, Nuapada payable at Nuapada.
- iii. The proposal must also be accompanied by "**Bid Security Declaration**" in accordance with the FDOM Nos. 8943/F/ dated 18.03.2021 read with 8484/F/ dated 05.04.2022 in lieu of EMD.
- iv. Besides EMD, the successful bidder must submit Performance Security Deposit @10% of the contract value (at the times of signing the agreement) in shape of TDR or Bank Guarantee in favour of CDO-cum-EO, ZP, Nuapada payable at Nuapada and it should be valid beyond 60 days after the end of contractual obligations or warranty obligations.

- v. The EMD may be forfeited if
 - The bidder does not respond for clarification of bid.
 - The bidder fails to provide required information during the evaluation process.
 - The bidder submits false information.
 - The successful bidder fails to sign agreement in time or does not furnish Performance Security Deposit @10% of Contract value.
 - The bidder materially alters his bid during the bid processing period

b. ***Part2: Financial Proposal***

- i. Financial Proposal of technically qualified bidders (based on technical proposal and technical evaluation as indicated above) will only be opened and evaluated.
- ii. Bidder obtaining highest weighted combined score in Technical & Financial bids for the first Year among technically qualified bidders shall be identified as selected bidder.

G. **PROPOSAL VALIDITY:**

1. During the Bidding Process, the bidder will be requested to submit their Proposals pursuant to this RFP in accordance with the terms set forth in this RFP, all the Volumes, Appendices thereof issued by "CLIENT" as part of this Bidding Process (collectively the "Bidding Documents"), as modified, altered, amended and clarified from time to time. All Proposals shall be prepared and submitted in accordance with such terms. Any overwriting in the Financial Bid will liable for rejection.
2. Client reserves the right to reject the proposal which does not meet the requirement of the selection process. Any further extension of the proposal validity period shall be with the consent of the bidder. Further details of the process to be followed during the Bidding Process and the terms thereof are spelt out in this RFP.

H. **SPECIAL INSTRUCTIONS FOR PREPARATION OF PROPOSAL:**

- i. **Language** : - The proposal and supporting documents shall be in English language unless otherwise specified.
- ii. **Currency** : - Bidders shall express the price of their Financial Proposal in India Rupees (INR) only.
- iii. All Bidders are required to submit their proposal in accordance with the guidelines set forth in this RFP. In order to promote consistency among proposals and minimize potential misunderstandings regarding interpretation of proposals by Client, the format in which bidders have to specify the fundamental aspects of their Proposal have been outlined in this RFP.
- iv. The technical proposal shall contain no interlineations or overwriting, except as necessary to correct errors made by Bidder/s. Any such corrections, interlineations or overwriting must be initialed by the authorized representative of the bidder. There should be no overwriting in the financial bid. Client's decisions in this regard will be final.
- v. In preparing their Proposal, bidders are expected to examine in detail all the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal. While preparing the Technical Proposal, Bidders must give particular attention to the following:

- The bidder must physically visit the project location to have a clear understanding of the proposed facilities and the nature of services required, financial and technical implications.
 - While making the proposal, the bidder must ensure that they provide all the information as sought by RFP Inviting Authority, failing which the proposal shall be considered as non-responsive.
 - Detail working of the lump sum price must be submitted along with the Financial proposal.
 - The Bidder shall also submit, along with their Proposal, a copy of this RFP bearing the initials of the Authorized Signatory of the Bidder and stamp of the entity thereof on each page of these documents i.e. RFP. This shall indicate that the Bidder agrees to abide by all terms & conditions specified in the RFP.
- vi. It shall be deemed that prior to the submission of the Proposal, the Bidder has:
- a) made a complete and careful examination of terms and conditions/ requirements, and other information as set forth in this RFP document;
 - b) received all such relevant information as it has been requested from Client; and
 - c) made a complete and careful examination of the various aspects of the Project.
- vii. No change in or supplementary information to a Proposal shall be accepted after the Proposal Due Date. However, Client reserves the right to seek additional information from the Bidders, if found necessary, during the course of evaluation of the Proposal. In case of non- submission, incomplete submission or delayed submission of such additional information or clarifications sought by Client, the Proposal would be evaluated solely on the basis of available information.
- viii. Client shall not be liable for any mistake or error or neglect by Bidder in respect of the above.
- ix. Client reserves the right to reject any or all proposals without assigning any reason whatsoever.
- x. Client also reserves the right to terminate the Bidding Process at its discretion under intimation to the Bidders submitting the Proposals, without assigning any reasons for the same.
- xi. Client reserves the right to verify any or all information furnished by the Bidder.
- xii. Notwithstanding anything stated in this RFP, if any claim made or information provided by the Bidder in the Proposal or any information provided by the Bidder in response to any subsequent query by Client, is found to be incorrect or is a material misrepresentation of facts, then the Proposal will be liable for rejection.
- xiii. The Bidder shall be responsible for all costs associated with the preparation of the Proposal. Client shall not be responsible in any way for such costs, regardless of the conduct or outcome of the Bidding Process.

I. SUBMISSION OF QUERRIES:

Any queries or request for additional information concerning this RFP shall be submitted by email within the timeline as provided in the Bidder Data Sheet, to the designated authority as provided here under:

Programme Manager (Finance), O/o Zilla Parishad, Nuapada Mobile No. +91-97764 70355

Email for communication: ori-dnuapada@nic.in

The email subject/ communication shall clearly bear the following identification/ title:

J. "QUERRIES/ REQUEST FOR CLARIFICATION":

The Bidder shall mention the name of firm and contact details of their representative on the envelope/ email while sending queries:

The queries should necessarily be submitted in the following format:-

RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points of clarification

Any requests for clarifications after the bid submission date shall not be entertained.

i. Clarification and Amendment of RFP document

On the basis of the inputs provided by Bidders during Pre-bid meeting and any further discussions with any/ all interested parties, which Client may hold at its own discretion; Client may amend the RFP document. The clarifications to the list of queries along with addendums if any, will be uploaded on the websites as mentioned in the Bidder Data Sheet of this RFP in the form of Pre-Bid Clarification. Each such clarification shall be the part of the RFP document.

At any time prior to the dateline for submission of bid, Client may, for any reason, whether at its own initiative or in response to clarifications requested by one or more of the interested parties, modify the RFP document by way of issuance of an "Addendum".

ii. Bidder/s submission in support of Eligibility

Bidder shall submit the signed checklist for eligibility criteria as per Form-T2 along with requisite documents as indicated in the Section VI clause E (Eligibility Criteria).

iii. Submission for Technical Proposal

Bidders are required to submit Technical Proposal as per the prescribed format as provided in Section-X of the RFP Document. Submission of wrong form of technical proposal will result in the rejection of the bid. The Technical Proposal shall provide the information indicated in the following para using the attached Standard Forms as per Section X.

The following Forms need to be submitted along with the technical proposal:

Form No.	Format Details
FORM-T1	COVERING LETTER
FORM-T2	INFORMATION ABOUT THE BIDDER
FORM-T3	FINANCIAL CAPACITY OF THE BIDDER
FORM-T4	PAST EXPERIENCE OF THE BIDDER
FORM-T5	POWER OF ATTORNEY

FORM-T6	UNDERTAKING ON NOT BLACK LISTED
FORM-T7	UNDERTAKING FOR NOT HAVING ANY PENDING JUDICIAL PROCEEDINGD FOR ANY CRIMINAL OFFENCES
FORM-T8	ANTI-COLLUSION CERTIFICATE
FORM-T9	BID SECURITY DECLARATION

iv. Submission for Financial Proposal

- The Financial Proposal shall be prepared using the attached Standard Forms as per (Section XI).

Form No.	Enclosures to Financial Proposal
FORMF1:	Financial Proposal Submission Form
FORMF2:	Financial Bid

- The financial proposal shall not include any conditions attached to it and any such conditional financial proposal shall be rejected summarily.
- All information provided should be legible, and wherever the information is given in figures, the same should also be mentioned in words. In case of conflict between amounts stated in figures and words, the lower amount will be taken as correct, whether the same has been provided in figures or in words.
- The financial proposal shall be in the form of lump-sum amount quoted in INR (for First Year) and shall be exclusive of any taxes/ GST that may be applicable. Detail break-up of the lump-sum amount must also be worked out and to be submitted along with the financial proposal.

K. PREPARATION AND SUBMISSION OF BIDS:

i. Preparation of Bids

- Bidders should take into account all clarifications /corrigendum's /addendums to the RFP document published before preparation and submission of their proposals.
- Bidders should go through the RFP Document carefully to understand the requirements to be submitted as part of the bid. Please note the number of covers/ packets in which the bids have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

ii. Submission of Bids:

The bids shall be submitted through **SPEED POST / REGISTERED POST** so as to reach the authority by **25.03.2025 by 05:00 PM** under two cover system i.e., viz., Technical Proposal (Cover-I) and Financial Proposal (Cover-II) accompanied with a non- refundable amount of **Rs. 10,000.00/-** towards **Bid Processing Fee** in form of Demand Draft in favour of **“CDO-cum-EO, Zilla Parishad Nuapada”** drawn in any scheduled commercial bank and payable at Nuapada and all the pages of bid being submitted must be ink-signed and sequentially numbered by the bidder irrespective of nature of content of the documents, **failing which the bid will be out-rightly rejected.** The proposal should also be accompanied by **“Bid Security Declaration”** in accordance with the FDOM Nos. 8943/F/ dated 18.03.2021 read with 8484/F/ dated 05.04.2022 in lieu of EMD. The proposals submitted through Telegram/ Fax/ email/ any other mode shall not be considered and will be out rightly rejected. No correspondence will be entertained in this matter.

The authority will not be responsible for any postal delay. Bids without “**Bid Processing Fee**” and “**Bid Security Declaration**” as aforesaid shall be rejected.

1) **Cover-I Technical Proposal:**

- Bid Processing Fee as applicable.
- The documents as specified in Section VI clause J-iii of this RFP are to be self-attested and furnished by the Bidder (i.e., checklist and Form T1 to T9).
- Signed copy of the RFP.
- All required documents

2) **Cover-II Financial Bid (Checklist):**

- The formats as specified in clause J-iv of this RFP are to be self-attested and to be furnished by the Bidder.

L. **MODIFICATIONS/ WITHDRAWAL OF PROPOSALS:**

No proposal can be modified by the bidder subsequent to the closing date and time of proposal submission due date.

M. **OPENING OF PROPOSALS:**

Client reserves the right to reject any Proposal not submitted on time and which does not contain the information / documents as set out in this RFP.

Stage1: Opening of Cover1 (Technical Proposal)

The documents in Cover I submitted by respective bidders will be opened on the date and time stipulated in the “Bidder Data Sheet”, processed & scrutinized to determine Non-Responsive Proposals. Prior to evaluation of Proposals, Client will determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive only if the Proposal:

- Is received by the proposal due date pursuant to the Bidder Data Sheet
- Is accompanied by the Power of Attorney as specified in Form T5, as applicable.
- Accompanied by Bid Processing Fee and EMD as applicable
- Contains all the information as requested in the RFP;
- All pages of the Proposal are signed by Authorized representative of Bidder.
- Contains information in the forms specified in this RFP; and fulfills the conditions of eligibility,
- Proposal validity is as prescribed in the RFP,
- Technical proposal does not contain any financial information
- Client reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification or withdrawal shall be entertained by Client in respect of such Proposals.

Client would subsequently examine and evaluate Proposals in accordance with the selection process specified at Clause ‘N’ and the criteria & bid evaluation parameters as set out in Clause ‘E’ of this RFP.

Stage2: Opening of Cover2 (Financial Proposal)

After the technical evaluation, Client would prepare a list of technically qualified Bidder/s in terms of Clause N for opening of their Financial Proposals. Client will not entertain any query or clarification from Bidder/s who fail to qualify at any stage of Selection Process.

The financial evaluation would be carried out in terms of Clause N-ii).

N. EVALUATION AND SELECTION PROCEDURE:

i) Technical Evaluation

The Technical Proposal of bidders will be opened in presence of the authorized representative of the bidders and evaluated for compliance with the qualification criteria as defined below of the RFP. The technically qualified bidders would only be considered for Financial Proposal evaluation.

The eligible bidders would be further evaluated for short-listing based on following technical score weightage:

Stage	Description	Remark
I	Verification of the documents (Form T1 to T9) submitted by the bidder.	Envelopes not carrying valid or required documents shall be liable for rejection.
II	Assignment of Marks for the verified documents	All verified documents will be assigned marks as per criteria.
III	<i>The marks obtained (total from Stage I & Stage II) will be converted to Technical score as illustrated in Annexure-I. The financial bid will be opened for the bidders securing 70 marks or more in the Technical Bid.</i>	The L1 bidder in the financial bid will be given 100 marks as financial score. (illustration as in Section XIV Annexure-I)
IV	The successful bidder will be determined through <i>QCBS method carrying weightage of 70:30 score of technical & financial respectively.</i>	The QCBS method is illustrated in Section XIV Annexure-I
V	The successful bidder shall deposit 10% of contract value as Performance Security Deposit (PSD).	To be submitted at the time of signing the agreement

1. Stage -I: (Verification of Documents)

- The applicant shall make bidding along with requisite documents as mentioned at Section XII.
- Envelopes not carrying valid or required documents shall be liable for rejection.
- The documents submitted by bidder shall be scrutinized and given marks accordingly.

2. Stage-II: (The Technical Evaluation Criteria)

Criteria	Parameter	Marks Allotted	Maximum Marks
Submission of Documents	<ul style="list-style-type: none"> • Arranged in order • Page numbered • Self attested and put up organization seal 	2 2 2	06
Turnover	<ul style="list-style-type: none"> • Prescribed Turnover as per RFP • For each additional turnover of Rs.5.00 crore above prescribed turnover 	10 1	25

Experience of Bidder (in number of years in business from the date of incorporation):	<ul style="list-style-type: none"> • 5 to 10 years • 11 to 15 years • 16 to 20 years and above 	5 10 15	15
Experience of Working	<ul style="list-style-type: none"> • At least Two assignments of order value more than 40 Lakhs and less than 80 Lakhs each • At least Two assignments of order value more than 80 Lakhs and less than 1.20 Crores each • At least Two assignments of order value equals to 1.20 Crores and above each • For each additional project of similar capacity and contract value 	10 15 20 5	30
Quality Standards / Certifications for the Service	<ul style="list-style-type: none"> • ISO 9001: 2008 (relating to Facility Management services) • ISO 9001:2015, • ISO 14001:2015, • ISO 45001: 2018, • SA-8000:2014, • ISO 27001:2013, • ISO 22000:2018 	14	14
Presentation	Brief Presentation to be made by the bidder	10	10
TOTAL			100

a. The technical bids will be opened and evaluated by the District Level Tender Committee at the prescheduled date and time mentioned in the RFP document and will be evaluated by the Technical parameters set out at **as above**.

b. The successful bidders will be selected on the basis of CQCBS method (Composite Quality Cost Based System).

3. Stage-III : (Opening of Financial Bid)

- *Bidders securing **70 or more** marks in total from Stage I & II shall be allowed for opening of financial bid and others will be rejected.*

4. Stage-IV: (Evaluation Criteria and Method of selection in CQCBS)

a. The selection of the Agency shall be made through **Composite Quality Cum Cost Based System (CQCBS)**. The weightage for technical criteria will be 70% while financial criteria will be 30%. Agency who quotes lowest in the financial bid shall be given 100 marks. The technical score shall be considered for those who obtain minimum 70 marks in total in Stage – I & II . The financial quote of other bidders shall be computed as follows :

(L1 divided by Lx) multiply by 100 wherein x is the bid quoted by L2, L3, L4.

The detail evaluation of QCBS is given in **Annexure- I**

b. **Composite Scores of Bidders.**

Bidder's Score	Weightage	Weightage Score
(A) Technical Score	70%	TS x 70/100= (A)
(B) Financial Score	30%	FS x 30/100 = (B)
Composite Weightage Score of the Bidder = (A) + (B)		

ii) Financial Evaluation and Selection of Bidder

Financial Proposal of technically qualified bidders (as indicated in above Clause N-i)) will only be opened and evaluated. Bidder obtaining highest mark combined both in Technical & Financial bids for the first Year among technically qualified bidders shall be identified as **"Selected Bidder"**.

iii) To assist in the analysis, evaluation and computation of bids, the authority may ask the bidders individually for clarification of their bids. The request for clarification and the response shall be in writing but no change in the price or substance of the bid offered shall be permitted.

iv) The bidder having the highest evaluated composite score obtained in the QCBS method (L-1) would be considered for award of the contract subject to fulfillment of the terms and conditions of the bid documents. In case, the lowest bidder (L-1) is disqualified after selection for any reason, then negotiations will be made with the second lowest (L-2) bidder for award of Contract at (L-1) price. However, the decision of the authority shall be final during the overall selection process. In case there is a tie among more than one firm, **then the L-1 bidder will be decided as per highest experience by manpower service provider.**

O. AWARD OF WORK:

After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by the Client to the Selected Bidder and the Selected Bidder shall, within 07(seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof, which may also be extended through email in addition to offline mode of acceptance of communication to avoid delay. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Client may, unless it consents to extension of time for submission thereof and damage suffered by the Client on account of failure of the Selected Bidder to acknowledge the LOA, and the next eligible Bidder may be considered.

P. EXECUTION OF SERVICE AGREEMENT:

After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall execute the Service Agreement (SA) within the period prescribed in "Bidder Data Sheet". The Selected Bidder shall not be titled to seek any deviation in the Service Agreement. The Selected Bidder shall

submit Performance Security before signing of Service Agreement. **Separate agreements will be executed under separate schemes.**

i) Implementation Process and Contract Period

The date on which the Service Agreement will be signed between "CLIENT" and Selected Bidder will be identified as the "Commencement Date";

ii) Mobilization Period

The Agency will be granted a 15 calendar days from the date of signing the Service Agreement to mobilize the resources as per the requirements stated in this RFP. The date on which the mobilization period gets completed will be identified as the "Effective Date". The Client may request to mobilize part team on priority (if need be) during mobilization period, AGENCY shall extend required assistance to the Client if such request is raised.

iii) Contract Period

The Contract Period shall start from the Effective Date "as defined above, and shall be valid for a period of 02 years (i.e., 24 Months). The AGENCY shall provide a consolidated list of equipment's procured by the AGENCY and update the Client on annual basis for records.

Q. PAYMENT TERMS:

- i. The payment shall be on monthly basis made on submission of the bills (In triplicate) after the satisfactory completion of the work assigned, at approved rates after deducting penalties & Statutory Dues if any. No advance payment will be made. Income Tax will be deducted at source under Section 194-C of Income Tax Act against the gross payments made to the service provider on the basis of income comprised there in. Any other deduction at source shall be made as and when directed as per the Government instructions.
- ii. The firm shall submit statement along with the bills of the materials procured and utilized for performing the up keeping, Cleaning & Maintenance and Electrical Services as well as the expenditure made towards maintenance of water purifiers along with the monthly bill. Settlement of claims shall be made either in full or part subject to completion of the required assignment, item wise, to the satisfaction of the District Judge, Nuapada.

R. PERFORMANCE SECURITY:

Within 10 days of receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Client a Performance Security to cover the amount of liquidated damages and/or the compensation of the breach of contract in any of the forms given below for an amount equivalent to 10% of the Annual Contract Value as per the stipulation. Performance Security shall be submitted in the shape of Bank Guarantee/ TDR from any scheduled commercial bank in favour of **Chief Development Officer-cum-Executive Officer, Zilla Parishad Nuapada.** Failure of the successful Bidder to comply with the requirements of Sub-clause shall constitute sufficient grounds for cancellation of the award and forfeiture of the EMD. The performance security submitted shall be valid for a period of 02 Years and 60 days from the date of effectiveness of the contract. **The authenticity of the PBG will get properly verified by the**

Client from the local branch of the issuing bank prior to execution of the contract. It is expressly understood and agreed that the performance security is intended to secure the performance of entire Service Agreement. It is also expressly understood and agreed that the performance security is not to be construed to cover all the damages detailed / stipulated in various clauses in the Contract document. Should the contract period, for whatever reason be extended, the Bidder, shall at his own cost, get the validity period of Bank Guarantee in respect of performance security furnished by him extended and shall furnish the extended/ revised Bank Guarantee to the Client before the expiry date of the Bank Guarantee originally furnished.

i) Appropriation of Performance Security

Performance Security submitted by the AGENCY shall be forfeited if the AGENCY fails to commence operations as per the requirements of this RFP. In the event the AGENCY fails to perform any or all its obligations under the Service Agreement and damages are imposed for such failure, the Client shall have right to appropriate such amount as damages from the Performance Security submitted by the AGENCY.

Upon occurrence of a AGENCY Default or failure to meet any condition as per the Service Agreement, the Client shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate the relevant amounts from the Performance Security as Damages for such AGENCY Default or failure to meet any Condition Precedent. Upon such appropriation from the Performance Security, the AGENCY shall, within 30 (thirty) days thereof, replenish, in case of partial appropriation, to its original value, and in case of appropriation of the entire Performance Security provide a fresh Performance Security, as the case may be, failing which the Client shall be entitled to terminate this Agreement.

Upon replenishment or furnishing of a fresh Performance Security as aforesaid, the AGENCY shall be entitled to an additional Cure Period of 30 (thirty) days for remedying the AGENCY Default or to meet any Condition Precedent, and in the event of the AGENCY not curing its default or meeting such Condition Precedent within such Cure Period, the Client shall be entitled to encash and appropriate such Performance Security as Damages, and to terminate this Agreement.

ii) Release of Performance Security

Performance Security submitted, will be returned to the Agency subject to the Client's right to receive or recover amounts, if any, due without any interest within 90 days after completion of Contract.

S. BID SECURITY/ EMD:

- i. Proposal should necessarily be accompanied by Bid Security Declaration addressed to the CDO-cum-EO, Zilla Parishad Nuapada as per Government of Odisha, Finance Department Circular No. 8484 dated 05.04.2022.
- ii. Bidder should prepare the Bid Security Declaration in view of FDOM No.8943 dated 18.03.2021 as per Form-T9 specified in the RFP document.
- iii. Bid Security Declaration should been closed along with Technical Bid. RFPs without Bid Security Declaration are liable to be rejected.
- iv. The Client shall cancel empanelment and/or suspend/ prohibit/ debar/ blacklist the contractor/ agency from participating in bidding in any contract of the state for a minimum period of **two years** in the following events:

- a) If Proposal is withdrawn during the validity period or any extension agreed by the bidder thereof.
- b) If a Bidder submits a Non-Responsive Proposal or if any information or document furnished by the bidder turns out to be misleading or untrue in any material respect;
- c) If the Proposal is varied or modified in a manner not acceptable to Client after opening of proposal during the validity period or any extension thereof.
- d) If the bidder tries to influence the Client during the evaluation process.
- e) In the case of Selected Bidder, fails within the specified time limit-
 - To accept the LoA; and/ or
 - To sign the Service Agreement; and/ or
 - To furnish the Performance Security; and
 - In case the Selected Bidder, having signed the Service Agreement, commits any breach thereof prior to furnishing the Performance Security.

T. AGENCY SERVICE CHARGES:

As per Rule 264(iv) of OFGR 2023, the acceptable minimum rate of service charge shall be 3.85% (3% profit plus transaction charge) and in no case the service charge should not exceed 7%. Any bidder quoting service charges below the prescribed amount shall be out rightly rejected.

U. POWER OF ATTORNEY:

The Bidder should submit a Power of Attorney in the format specified at **Form T5** of Section VI - J iii) authorizing the signatory of the Proposal to commit the Bidder.

V. PROPOSAL VALIDITY:

- i. The Bidder Data Sheet Sl. No.19 indicates that the proposal will remain valid for a period of 180 days after the submission date. During this period, bidders shall ensure the availability of professional staff nominated in the Proposal and also the financial proposal shall remain unchanged. Client will make its best effort to complete the selection process within this period. If required, the Client may request the bidders to extend the validity period of their proposals. Bidders who do not agree, have the right to refuse to extend the validity of their Proposals; under such circumstance Client shall not consider such proposal for further evaluation.
- ii. Bidders are requested to refer "Bidder Data Sheet" for applicable duration of validity.

W. CONFLICT OF INTEREST:

- i. Bidders, and any of their affiliates, shall be considered to have a conflict of interest and shall not be eligible for selection as Facility Management Company (AGENCY) under any of the circumstances set forth below:
 - a) Conflicting Assignment/ job: A bidder or any of its affiliates shall not be hired for any Assignment/job that, by its nature, may be in conflict with this

Assignment/job of the bidder to be executed for the same Employer.

b) **Conflicting Relationships:** A bidder that has a business or family relationship with a member of the Client/ Ministry's staff who is directly or indirectly involved in any part of:

- The preparation of the Terms of Reference of the Assignment/ job,
- The selection process for such Assignment/ job, or
- supervision of the Contract, may not be awarded a Contract, until and unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Client.

ii. Bidders have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the bidder or the termination of its Contract.

X. CORRUPT OR FRAUDULENT PRACTICES:

Client desires to observe a high standard of ethics during the procurement and execution of Draft Service Agreement. In pursuance of this Clause, the Client:

a) Will not accept a proposal for award if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt fraudulent practices on competing for the RFP in question, and will declare a bidder ineligible.

b) if it, at any time determines that the bidder has engaged in corrupt or fraudulent practices, for this RFP or in the past for the purpose of this provision, the Client defined the terms set forth as follows:

"Corrupt Practices" means the offering, giving, receiving and soliciting of anything of value to influence the action of an official in the procurement process or in Service Agreement execution; and "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a Service Agreement and includes collusive practices among Bidders (prior to or after Proposal submission designed to establish Proposal prices at artificial, non- competitive levels and to deprive the Client of the benefits of free and open competition

Y. PROHIBITION AGAINST COLLUSION AMONGST BIDDER(S):

Each Bidder shall warrant by its Proposal that the content so fits Proposal have been arrived at independently. Any Proposal which has been arrived at, through connivance or collusion or pooling amongst two or more interested parties for the purpose of restricting competitions shall be deemed to be invalid at Client's sole discretion. *The format for Anti-Collusion Certificate has been provided in Form T-10 under Section 4 of the RFP document.*

Z. 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 effort by bidder to seek confidential information related to the process may result in the rejection of its Proposal.

AA. INTERPRETATION OF DOCUMENTS:

- i. Client will have the sole discretion in relation to:
 - a) The interpretation of this RFP document, the Proposals and any documents provided in support of the Proposals; and
 - b) All decisions relating to the evaluation of Proposals.

Client will have no obligation to explain or justify its interpretation of this RFP document, the Proposal(s) or their supporting/related documents/information or to justify the evaluation process or selection of the Selected Bidder.
- ii. In the event of conflicts of any sort among the Information and Instructions to Bidder and the Service Agreement, the documents shall be given the following priority:
 - a) Service Agreement,
 - b) Information and Instructions to Bidder.
- iii. Client reserves the right to use and interpret the Proposal documents, data etc., it receives from the Bidder(s) in its absolute discretion.

SECTION – VII

KEY CLAUSES OF SERVICE AGREEMENT

1.1: Sub-contracting

The selected service provider is not allowed to sub-contact any portion of work to any entity under this contract.

1.2: Other contractors

The facility management service provider (AGENCY) shall cooperate and share the service areas with other contractors, Occupants, Operators, Public authorities associated with the Client as and when required.

The facility Management service provider shall as referred to in the contract, also provide facilities and services for them as described in the schedule. The Client's representative may modify the schedule of other contractors and shall notify the AGENCY of any such modification.

1.3: Force majeure

Force Majeure Event: Force Majeure Event shall mean any event or circumstance or a combination occurring in India set out hereunder, which affect or prevent the Party claiming Force Majeure ("Affected Party") from performing its obligations:

(A) *Non-Political Events*

- i. Acts of God or natural disasters beyond the reasonable control of the Affected Party which could not reasonably have been expected to occur, including but not limited to storm, cyclone, typhoon, hurricane, flood, landslide, drought, lightning, earthquakes, volcanic eruption, fire or exceptionally adverse weather conditions affecting the implementation of the Project.

- ii. Radioactive contamination, ionizing radiation
- iii. Epidemic, famine.
- iv. An act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, military action, nuclear blast.
- v. Strikes or boycotts or industrial action or any public agitation of any kind;

(B) Political Event

- i. Change in Law, other than any Tax laws, rules and regulations, to which the provisions of Change in Law as per the Service Agreement cannot be applied;
- ii. Expropriation or compulsory acquisition by any Competent Client of the Project or part thereof or any material assets or rights of the AGENCY; provided the same has not resulted from an act or default of the AGENCY or such person;

The AGENCY shall not be liable for any penalty for delay or for failure to perform the contract for reasons of force majeure such as acts of god, acts of the public enemy, acts of Govt., Fires, floods, epidemics, Quarantine restrictions, strikes, Freight Embargo and provided that the supplier shall within Ten (10) days from the beginning of delay on such account notify the purchaser in writing of the cause of delay. The Client shall verify the facts and grant such extension, if facts justify.

1.4: Termination

The authorized officer on behalf of the Client may terminate the Contract if the other party causes a fundamental breach of the Contract. For this purpose, 60 days notice in writing shall be served by either party on the other party clearly mentioning the particular grounds of Breach of Contract with a copy to the Employer.

Fundamental breaches of Contract include, but shall not be limited to the following:

a) Breach of contract by AGENCY

- i. the AGENCY stops work for 30 days when no stoppage of work is shown on the current programme and the stoppage has not been certified by the authorized officer of the Client as per the provision of the requirement and scope of the study;
- ii. the AGENCY is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation.
- iii. the authorized representative of the Client gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the AGENCY fails to correct it within a reasonable period of time determined by the authorized representative of the Client;
- iv. the AGENCY does not maintain a Performance Security which is required;
- v. the AGENCY has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the Contract data;
- vi. If the AGENCY, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- vii. In case the AGENCY is a partnership firm or any other such legal entity having more than one constituent, the AGENCY shall not change its legal constitution in any manner during the subsistence of contract. The shareholding, percentage/ extent of partnership or other interest of the original constituents of the AGENCY shall not be diluted or varied during the subsistence of Contract.



- viii. The AGENCY shall not engage the services of any Sub-AGENCY for the purposes of discharging entire obligation under the Contract without approval of the Client.
- ix. If the AGENCY, having been given a notice in writing by the Client, fails to rectify, reconstruct or replace any defective work or continues the execution of work in an inefficient, improper, un-workman like manner in accordance with sound Engineering practices or without complying with the directions and requirements within a period of 15 days of the issue of said notice.
- x. If the AGENCY commits any acts of defaults with respect to conditions of contract.
- b) Breach of contract by Client**
- i. the authorized representative of the Client instructs the AGENCY to delay the progress of works or to temporarily stop the work and the instruction is not withdrawn within a continuous period of 30 days.
- ii. the Client is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation.
- iii. A payment certified by the authorized representative of the Client is not paid by the Client to the AGENCY within 60 days of the date of certification by the Authorized representative of the Client.
- iv. If the Contract is terminated the AGENCY shall stop work immediately, make the Site secure and hand over all the assets of the Client under its control and leave the Site as per the provision of the contract.
- v. After the termination of the contract under this clause, the Client shall be at liberty to get the balance work executed through some other contractual agency or through departmental means or to abandon the balance work altogether or to modify the design and scope of the work in any manner. The AGENCY shall have no claim against the Client in this regard.
- vi. The AGENCY shall not be liable for any penalty for delay or for failure to perform the contract for reasons of force majeure such as acts of god, acts of the public enemy, acts of Govt., Fires, floods, epidemics, Quarantine restrictions, strikes, Freight Embargo and provided that the supplier shall within Ten(10) days from the beginning of delay on such account notify the purchaser in writing of the cause of delay. The Client shall verify the facts and grant such extension, if circumstance justify.

1.5: Payment upon Termination

If the Contract is terminated because of a fundamental breach of Contract by the AGENCY, the authorized representative of the Client shall issue a certificate for the value of the work done less advance payments received up to the date of the issue of the certificate, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to the Client exceeds any payment due to the AGENCY the difference shall be a debt payable to the Client.

If the Contract is terminated because of a fundamental breach of Contract by the Client, the Client shall issue a certificate for the value of the work done. This work value shall take into account the cost of balance material brought by the AGENCY and available at site, the

reasonable cost of removal of Equipment, repatriation of the AGENCY's personnel employed solely on the Works, and the AGENCY's costs of protecting and securing the works and less advance payment received up to the date of the certificate, less other recoveries due in terms of the contract and less the taxes due to be deducted at source as per applicable law.

1.6: Obligations of Outsourcing Agency

A. Standard of Performance

The agency shall perform the services and carry out their obligations here under with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The AGENCY shall at all the times support and safeguard the Client's legitimate interest in any dealings with the other parties.

B. Law governing Services

The AGENCY shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that the personnel of AGENCY, comply with the Applicable Law. The Client shall notify AGENCY in writing of the relevant local customs, and the AGENCY after such notification, respect such customs.

C. Conflict of Interest

The AGENCY shall hold the Client's interests paramount, without any consideration for future works, and strictly avoid conflict with other assignments or their own corporate interests.

i. AGENCY not to benefit from commissions, discounts, etc.

- The payment of the AGENCY pursuant to clause 2.0, hereof shall constitute the AGENCY's only payment in connection with this Contract and, the AGENCY shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations here under, and the AGENCY shall use its best efforts to ensure that Personnel involved shall not receive any such additional payment.
- Furthermore, the AGENCY shall comply with the CLIENT's applicable procurement guidelines for procurement of goods, works or services.

ii. AGENCY and affiliates not to be otherwise interested in Project

The AGENCY agrees that, during the term of this Contract and after its termination, the AGENCY and any entity affiliated with AGENCY, shall be disqualified from providing goods, works or services resulting from or directly related to the AGENCY for the implementation of the project.

iii. Prohibition of conflicting activities

The AGENCY shall not engage, and shall cause their Personnel not to engage, either directly or indirectly, in any business or and their professional activities which would conflict with the activities assigned to them under this Contract.

D. Confidentiality

Except with the prior written consent of the Client, the AGENCY and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the AGENCY and the Personnel make public the recommendations formulated in the course of or as a result of the Services.

E. Liability of the AGENCY

Subject to additional provisions, if any, set forth in the Contract, the entire and collective liability of the selected AGENCY arising out of or relating to this agreement will be to the extent of the agreed final total fee as quoted by the AGENCY. AGENCY's actions requiring Client's prior approval

The AGENCY shall obtain Client's prior approval in writing before taking any of the following actions.

- i. Any change or addition to the Personnel listed as key professionals under the Scope of Work,
- ii. Any change in equipment/material in respect of make, quality or other criteria, which the AGENCY furnished.

1.7: Obligation of the Client

Client shall assist the AGENCY and his staff for getting necessary statutory permissions, approvals (if any) as may be required under the law for their stay at project site and for providing Services as per Scope of Work. Such assistance shall not be considered as Client's obligation.

1.8: Change in Applicable Law related to taxes and duties

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by AGENCY in performing the Services, then the remuneration and reimbursable expenses as otherwise payable to the AGENCY under this Contract shall be increased or decreased accordingly by agreement between the parties hereto.

1.9: Payment

The certificate on the satisfactory performance of the service by AGENCY shall be issued by an Officer authorized by the Client and in consideration of the services performed by the AGENCY under this Contract. The Client shall make to the AGENCY such payments and in such a manner as is provided in the Agreement. The payment will be made by the Client directly to the Bank Account of the AGENCY towards the service performed for the concerned period. The AGENCY is liable to pay the remunerations of its deployed manpower / beneficiaries in their respective bank account and submit the duly certified transaction statement to the Client for necessary records

2.0: Miscellaneous Cost

Miscellaneous Cost like AMC of equipment's, Insurance (project related), Utility Bills, Liaising Fee etc. will be paid by the Client. AGENCY shall assist and facilitate in selection of vendors/suppliers for the rendering the services.

2.1: Statutory and regulatory compliances

Procurement or renewal of statutory and regulatory compliances related to Client's assets shall be done by the Client. Client may seek advice from AGENCY for such procurement or renewals.

2.2: Extension/ Renewal of Contract

The extension or renewal of the contract in terms of increase in duration of contract or addition in scope of work, if required by the Client may be considered taking into account the performance of the AGENCY. However, Client is not bound to consider any such extensions. The extension or renewal of the contract shall be as per the terms as approved by the Client.

SECTION – VIII

SCHEDULE OF REQUIREMENTS

A. Requirement, Educational Qualification & Work experience of Manpower to be deployed:

The approximate manpower requirement scheme wise on outsource basis is as follows:

1. Project Management Unit (MGNREGS):

Position	Minimum Educational Qualification	Relevant Work Experience	Requirement of Approximate No. of Manpower
MGNREGS Assistant	<p>Essential Qualification</p> <ul style="list-style-type: none">The minimum educational qualification should be any Graduate in any discipline with computer knowledge.Preference will be given to candidates who are working currently under MGNREG scheme	<ul style="list-style-type: none">Experience of working/ internship with development organization.	12
Additional Computer Programmer (ACP)	<p>Essential Qualification</p> <ul style="list-style-type: none">The minimum educational qualification should be Graduate in any discipline with computer knowledge.Preference will be given to candidates who are working currently under MGNREG scheme	<ul style="list-style-type: none">Experience of working/ internship with development organization.Innovative problem solving skills	05
Data Entry Operator (DEO)	<p>Essential Qualification</p> <ul style="list-style-type: none">The minimum educational qualification should be Intermediate in any discipline with computer knowledge.Preference will be given to candidates who are working currently under MGNREG scheme	<ul style="list-style-type: none">Experience of working/ internship with development organization.	05

2. Project Management Unit (Rural Housing):

Position	Minimum Educational Qualification	Relevant Work Experience	Requirement of Approximate No. of Manpower
District Project Coordinator (DPC)	<p>Essential Qualification</p> <ul style="list-style-type: none"> • The minimum educational qualification should be any University degree with PGDCA and Tally. • Preference will be given to candidates who are working currently under Rural Housing scheme 	<ul style="list-style-type: none"> • Experience of working/ internship with development organization. • Innovative problem solving skills 	01
District Project Executive (DPE)	<p>Essential Qualification</p> <ul style="list-style-type: none"> • The minimum educational qualification should be Intermediate in any discipline with at least 06 months Diploma/ Course in Computer Applications. • Preference will be given to candidates who are working currently under Rural Housing scheme 	<ul style="list-style-type: none"> • Experience of working/ internship with development organization. • Innovative problem solving skills 	01
District Call Center Executive (CCE)	<p>Essential Qualification</p> <ul style="list-style-type: none"> • The minimum educational qualification should be Intermediate in any discipline. • Preference will be given to candidates who are working currently under Rural Housing scheme 	<ul style="list-style-type: none"> • Experience of working/ internship with development organization. 	01
Block Project Coordinator (BPC)	<p>Essential Qualification</p> <ul style="list-style-type: none"> • The minimum educational qualification should be Graduate in any discipline with computer knowledge. • Preference will be given to candidates who are working currently under Rural Housing scheme 	<ul style="list-style-type: none"> • Experience of working/ internship with development organization. 	05
Block Project Assistant (BPA)	<p>Essential Qualification</p> <ul style="list-style-type: none"> • The minimum educational qualification should be Intermediate in any discipline with computer knowledge. • Preference will be given to candidates who are working currently under Rural Housing scheme 	<ul style="list-style-type: none"> • Experience of working/ internship with development organization. 	05

3. Aspiration District Programme

Position	Minimum Educational Qualification	Relevant Work Experience	Requirement of Approximate No. of Manpower
Aspirational Block Fellow	<p>Essential Qualification</p> <ul style="list-style-type: none"> The minimum educational qualification should be any post graduate from a reputed institution. Preference will be given to candidates who have completed their higher education in development/ rural stream Should possess data analysis and presentation skills Should be conversant with use of social media Should possess project management skills Self driven with good communication skills Knowing the local language of the respective Aspirational Block 	<ul style="list-style-type: none"> Experience of working/ internship with development organization. Passion for community development Innovative problem solving skills Strong commitment to driving positive change 	02

B. Technical Requirements for the manpower to be deployed by the successful Manpower Service Provider in the O/o of the Zilla Parishad Nuapada & Panchayat Samities of Nuapada district:

1. MGNREGS Scheme:

- She/ he must be above 18 years of age.
- She/ he must be a graduate from a recognized Board/ University.
- She/ he must have secured minimum career marks of 45%. Career marks is defined as the average percentage of mark (excluding 4th optional) secured by the candidate in 10th class or equivalent, +2 or equivalent and graduation examinations.
- Computer qualification:- PGDCA or O Level from a recognized Board/ Institute. She/ he shall be well conversant in computers and essentially well trained in MS Office and internet.
- The candidate must have passed Odia as language subject at least in Middle School Examination.
- Minimum Take Home remuneration per person should be **Rs.15,600.00 for ACP and MGNREGS Assistant and Rs.13,900.00 for DEO inclusive employee share of EPF & ESI.**

2. Rural Housing Scheme:

- She/ he must be above 18 years of age.
- She/ he must possess the required qualification from a recognized Board/ University.
- She/ he must have secured minimum career marks of 45%. Career marks is defined as the average percentage of mark (excluding 4th optional) secured by the candidate in 10th class or equivalent, +2 or equivalent and graduation examinations.
- She/ he shall be well conversant in computers and essentially well trained in MS Office and internet.

- The candidate must have passed Odia as language subject at least in Middle School Examination.
- Minimum Take Home remuneration per person should be **Rs.26,250.00 for DPC, Rs.26,400.00 for BPC, Rs.15,600.00 for BPA, DPE & CCE inclusive employee share of EPF & ESI.**

3. *Aspirational District Programme:*

- She/ he must be above 23 years of age not exceeding 45 years (as on 01.01.2025).
- She/ he must possess the required qualification from a recognized Board/ University.
- She/ he shall be well conversant in computers and essentially well trained in MS Office and internet.
- Maximum remuneration per person should be **Rs.55,000.00 for AB Fellow inclusive of all statutory deductions like EPF, ESI, Service Charges, IT & GST.**

SECTION – IX GENERAL TERMS AND CONDITIONS

1. For all intents and purposes, the Service Provider shall be the "Employer" within the meaning of different Rules & Acts in respect of persons deployed. The persons deployed by the service provider shall not have any claim whatsoever like employer and employee relationship against the Authority under this agreement. The Service Provider shall make them known about their position in writing before deployment under the required service.
2. The Service Provider must employ adult labour only. Employment of child labour will lead to the termination of the contract. Person to be deployed by the Service Provider should be above 18 years of age and not exceeding 40 years and physically sound to perform the duties.
3. The Service Provider will be overall responsible for the manpower deployed for performing the service. 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.
4. The Service Provider shall exercise adequate supervision to ensure performance of manpower deployed to provide the services in accordance with the requirements. The Service Provider shall depute one full time supervisor in concerned office of the authority, for overall management of the services to be rendered at the site.
5. The Service provider shall be solely responsible for compliance to the provisions of various Labour and industrial laws, such as, wages, allowances, compensation, EPF & ESI, Bonus and Gratuity etc. relating to manpower to be deployed by it at the Authority's location.
6. Service Provider shall maintain complete official records of disbursement of wages/ salary showing details of all supporting documents such as ESI, EPP etc. in respect of manpower deployed for the purpose.
7. The Service Provider shall maintain personal file in respect of all the staff those are deployed in office of the authority. The personal file shall invariably consist of personal details such as name, address, date of birth, sex, residential address (temporary/permanent), Bank Account, EPF/ESI Details etc.
8. The manpower to be deployed by the Service Provider should not have any adverse Police records/criminal cases against them. The agency should make adequate enquiries about the character and antecedents of the persons whom they are recommending. An undertaking to

- this respect must be provided by the manpower service provider prior to signing of the agreement.
9. The Service Provider will also ensure that the manpower deployed are medically fit and will keep in record a certificate of their medical fitness. The Service Provider shall withdraw such manpower those are not found suitable by this office for any reasons immediately on receipt of such a request.
 10. The Service provider shall ensure that the manpower deployed by it are disciplined and do not participate in any activity detrimental to the interest of the Authority.
 11. The Service Provider shall provide uniform along with Photo ID Card to its personnel deployed at site at its own cost.
 12. The Authority shall not be liable for any compensation in case of any fatal injury/death caused to any manpower while performing/discharging their duties/ for inspection or otherwise.
 13. In case of any theft or pilferages, loss or other offences, the service provider will investigate and submit the report to the Authority and maintain liaison with the police. FIR will be lodged by the Authority, wherever necessary. If need be, joint enquiry comprising of both the parties shall be conducted and responsibility will be fixed.
 14. In case of any loss caused to the Authority due to lapse on the part of the personnel discharging duties, the same shall be borne by the Service Provider. Authority shall have the right to deduct appropriate amount from the bill of service provider. In case of frequent lapses on the part of the personnel deployed by the service provider, Authority shall be within its right to terminate the contract or take any other action without assigning any reason whatsoever.
 15. In the event of any personnel being on leave/absent, the service provider shall ensure suitable alternative arrangements to make up for such absence. If a person leaves the job for any reason, the Service provider is liable to provide the suitable replacement within 3 working days.
 16. In case of delay in providing required replacement, the amount of penalty calculated at the rate of 1% of the annual contract value per week on account of delay, shall be deducted from the monthly bills in the succeeding month.
 17. There would be no increase in rates payable to the Service Provider during the Contract period. The service provider will be responsible for deposit of EPF, ESI, GST and other statutory dues as applicable from time to time and submit the proof of deposit to authority for records.
 18. The Service Provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this Agreement to any other agency or organization. Sub-contracting is not allowed under this agreement.
 19. The Services Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by the officer concerned in respect of the persons deployed and submit the same to the prescribed authority in the first week of the succeeding month. The payment will be released by the second week of the succeeding month.
 20. The Service Provider will have to deposit the remuneration of the deployed manpower for the concerned billing period in their respective bank account through online transfer and submit the details to the authority for necessary records.

21. In case of dispute resolution relating to rights/liabilities arising out of the agreement, the same shall be disposed of at the level of Administrative Departments.
22. In the event of failure of Service Provider to provide Services as per the terms and conditions of the agreement, the Performance Security shall be forfeited. Any violation of instructions/ agreement or suppression of facts will attract termination of contract with 1-month prior notice to the Service Provider.
23. The Service Provider should ensure that persons to be deployed are not alcoholic, drug addict and not indulge in any activity prejudicial to the interest of the Authority.
24. 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.
25. In the event of any dispute arising in respect of the clause 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.
26. All disputes shall be under the jurisdiction of the Nuapada district only.
27. The agreement can be terminated by either party by giving one month's notice in advance. If the agency fails to give one month's notice in writing for termination of the agreement, then one month's wages, etc. and any amount due to the service provider will be recovered by forfeiture of performance security.
28. The contract is liable to be terminated because of non-performance, deviation of any terms and conditions of agreement, non-payment of remuneration of manpower deployed and non-payment of statutory dues. The Authority will have no liability towards nonpayment of remuneration to the persons deployed by the Service Provider and the outstanding statutory dues of the service provider to concerned authorities.
29. The Manpower Service Provider will be bound by the details furnished to the authority while submitting the tender or at any subsequent stage. Misrepresentation of documents/ information, leads to termination of agreement.
30. The manpower service provider will be supplied additional manpower as and when required during the validity period of agreement.
31. The bidding agency should be registered under GOODS & SERVICE TAX ACT.
32. The agency shall have sufficient experience in relevant services. Preference will be given to Agency having experience in providing manpower services to any Central/ State Government Department/ Institutions/ Local Bodies/ Municipality/ PSUs in Odisha State. Copy of work order clearly specifying the works must be submitted along with technical bid.
33. The price quoted should be in Indian rupees inclusive of all taxes and any other cost.
34. All duties, taxes and other levies payable by the bidders under the contract shall be included in the total price.
35. The selected firm will execute an agreement with the Collector & District magistrate, Nuapada for supply of manpower.
36. The RFP is subject to negotiation with the successful bidder.
37. The firm will be black listed for any deviation of above terms and conditions, if found during contract period.
38. Bidders who qualify technically as per submission of valid relevant documents as asked to be submitted in Technical Bid- RFP Form (Cover A), their Financial Bid (Cover B) shall only be opened.
39. Quotation shall remain valid for 180 days after the last date as specified in the bid paper.

40. The Authority is not bound to accept the lowest bid or any bid and may at any time by giving notice in writing terminate the RFP in process.
41. Any legal dispute arising out of this is subject to jurisdiction of Nuapada District only.
42. The quoted rates shall not be less than the minimum wages fixed/ notified by the Government of Odisha from time to time and shall include all statutory obligations.
43. The Peons, Process Servers, Choukidar-cum-Sweepers in the Group-D Category at this office Establishment. Hence the service nature may interchange at any time as per office exigencies. Accordingly, the manpower so outsourced/ engaged by the Agency shall be as per the above condition.
44. *Duty time shall be fixed by the Authority of Head of the offices concerned.*
45. *The authority reserves the right to accept/ reject all the bids or any part of it without assigning any reason thereof at any time prior to award of Work Order.*
46. *Separate agreements will be executed for supply of manpower under separate schemes.*

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**SECTION X
TECHNICAL BID**

COVER-A

FORM - T1: COVERING LETTER

(On the Bidder's Letter Head)

[Location, Date]

To

Collector-cum-CEO
Zilla Parishad, Nuapada - 766105

Sub: Selection of Agency for supply of Manpower.

Dear Sir,

With reference to your Request for Proposal dated, I have examined all relevant documents and understood their contents; hereby submit our Technical and Financial Proposal for the proposed service [Name of the Service]

1. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals. This statement is made for the express purpose of appointment as the Manpower Service Provider for the aforesaid Assignment.
2. I shall make available to the Client any additional information if it may deem necessary or require for supplementing or authenticating of the Proposal.
3. I acknowledge the right of the Client to reject our proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
4. I certify that in the last five years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial Client or a judicial pronouncement or arbitration award against the Bidder nor been expelled from any project or contract by any public Client nor have had any contract terminated by any public Client for breach on our part.
5. I declare that:
 - a. I have examined and have no reservations to the RFP Documents, including any Addendum issued by the Client;
 - b. I do not have any conflict of interest in accordance with the prescriptions in the RFP Document;
 - c. I have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in RFP document, in respect of any RFP or request for proposal issued by or any agreement entered into with the Client or any other public sector enterprise or any government, Central or State; and

d. I hereby certify that we have taken steps to ensure that inconformity with the Provisions of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

6. I agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Assignment is not awarded to me/us or our proposal is not opened or rejected.

7. I agree to keep this offer valid for 180 (One hundred and Eighty Days) days from the Proposal Due Date specified in the RFP Document.

8. In the event of my firm being selected as the Service Provider, I agree to enter into an Agreement in accordance with the form which shall be provided by Client. We agree not to seek any changes in the aforesaid form and agree to abide by the same.

9. I agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/we submit this Proposal under and in accordance with the terms and conditions of the RFP Document.

Yours sincerely,

Authorized Signature
[In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

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FORM - T2: INFORMATION ABOUT THE BIDDER

BIDDER'S ORGANISATION:

1. **Title of Service:**

1	Name of the Bidder	
1.1	Year of Incorporation	
1.2	Year of Commencement of business	
1.3	Brief description of business	
2	Details of Bid Processing Fee and Earnest Money Deposit: (Demand Draft / TDR Details)	DD No.
		Date:
		Amount (Rs.):
		Drawn on Bank :
3	Name of the Authorized Signatory	
4	Full Address of Registered Office	Postal Address:
		Telephone No.:
		FAX No.:
		E-Mail Address:
5	Name & Telephone Number of the authorized person signing the bid	Name and Designation:
		Mobile Number:
6	Bank Name	Account Number
		Bank and Branch Name:
		IFSC Code:
7	PAN No. (Attach self-attested copy)	
8	GSTIN (Attach self-attested copy.)	
9	E.P.F. Registration No. (Attach self-attested copy.)	
10	E.S.I. Registration No. (Attach self-attested copy)	
11	PSARA License No. & Valid up to 2025 (Applicable In case of Security Services)	
12	Labour License No. & validity for minimum 200 labour	
13	Acceptance to all the Terms & Conditions of the tender (Yes/No).	
14	Valid ISO Certificate i.e., ISO 9001:2015, ISO 14001:2015, ISO 45001:2018, SA-8000:2014, ISO 27001:2013 and ISO 22000:2018.	

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15	Bank solvency Certificate of minimum 05 crore.	
16	Commercial establishment & Labour Registration Certificate	
17	Net worth Certificate of minimum 05 crore	

2. Check list of Technical Forms

Form No.	Title	Submitted (Yes/ No)
FORM-T1	COVERING LETTER	
FORM-T2	INFORMATION ABOUT THE BIDDER	
FORM-T3	FINANCIAL CAPACITY OF THE BIDDER	
FORM-T4	PAST EXPERIENCE OF THE BIDDER	
FORM-T5	POWER OF ATTORNEY	
FORM-T6	UNDERTAKING ON NOT BLACK LISTED	
FORM-T7	UNDERTAKING FOR NOT HAVING ANY PENDING JUDICIAL PROCEEDING FOR ANY CRIMINAL OFFENCES	
FORM-T8	ANTI-COLLUSION CERTIFICATE	
FORM-T9	BID SECURITY DECLARATION	

I understand that incase we do not submit required information in given formats along with the supporting documents, Client may treat our proposal as non-responsive.

Authorized Signature

[In full and initials]: _____

Name and Designation of Signatory:

Name of the Bidder:

by

FORM – T3: FINANCIAL CAPACITY OF BIDDER

Bidders are required to provide the information about the annual turnover from the similar service during the last 05 years as per the following prescribed format. The self attested audited Balance Sheet and Profit & Loss account with valid UDIN No. must be attached along with this form.

[To be provided on the Bidder Letter Head]

<Name of Bidder>

FINANCIAL CAPACITY OF BIDDER

Sl. No.	Period (Last 05 FYs)	Financial Turnover from the similar service in INR	Average Turnover from the similar service in INR
1.	2019-20		
2.	2020-21		
3.	2021-22		
4.	2022-23		
5.	2023-24		

Certificate from the Statutory Auditor

This is to certify that [Insert name of the bidder with detail address] has the annual turnover against the respective FY on account of providing similar service.

Seal and Signature of the Auditor

Authorized Signature

[In full and initials]: _____

Name and Designation of Signatory:

Name of the Bidder:

FORM – T4: PAST EXPERIENCE OF THE BIDDER

Name of Bidder:

Details of the similar assignments undertaken/ completed during the last Five years only:

Sl. No.	Name of Project	Name of Client with address and contact numbers	Date of Award of Contract	Date of completion of assignment (for both completed and ongoing projects)	Period of Service	Contract Value (in INR)	Description of services provided
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

N.B.: Copies of the Work Orders/ Completion Certificates from the respective authorities needs to be furnished by the Bidder along with the technical proposal as proof of evidence.

Authorized Signature

[In full and initials]: _____

Name and Designation of Signatory:

Name of the Bidder:

De

FORM – T5: POWER OF ATTORNEY

(On a Stamp Paper of relevant value)

POWER OF ATTORNEY FOR AUTHORISED SIGNATORY

Know all men by these presents, we (name and address of the registered office) do hereby constitute, appoint and authorize Mr. /Ms. (name and address of residence) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for [Name of the Service]

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Executants

Signature of Attorney

(Name, Title and Address of the Attorney) Attested

Executants

Notes:

1. *To be executed by the sole Bidder.*
2. *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
3. *Also, where required, the executants(s) should submit for verification the extract of the charter documents and documents such as a resolution / power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
4. *In case the Proposal is signed by an authorized Director of the Bidder, a certified copy of the appropriate resolution / document conveying such Client may be enclosed in lieu of the Power of Attorney.*



FORM - T6: DECLARATION FOR NOT BEING BLACKLISTED

[On the Stamp Paper of appropriate value in shape of affidavit from the Notary regarding Ineligibility of the Bidder and non-blacklisting]

I/We.....(Name & Designation) having My/our firm at..... do hereby declare that I/We have carefully read all the terms & conditions of RFP Notice of the Chief Development Officer-cum-Executive Officer, Zilla Parishad, Nuapada, Odisha, for Supply of manpower in **Zilla Parishad, Nuapada**. I will abide with all the terms & conditions set for in the RFP paper Reference No.....

I/We do hereby declare that, I/We have not been de-recognized/ debarred/ blacklisted by any State Govt./ Union Territory/ Govt. of India/Govt. organization for supply of required manpower/ part-supply/non-supply.

That, I am not a defaulter in supply of any manpower to the Chief Development Officer-cum-Executive Officer, Zilla Parishad, Nuapada, Odisha, or any other indenting officers of the State of Odisha after being Lowest responsive bidder in past three years.

I/We do hereby declare that I/We will supply the approved manpower as per the terms, conditions & specifications of the RFP documents. I/We further declare that my/our performance security deposit will be forfeited if I/we fail to supply any approved manpower after getting order from the RFP inviting Authority.

I/We agree that the RFP inviting Authority can debar/ blacklist me/us for period of 03 years. If, any information furnished by us is proved to be false at the time of inspection/ verification and is not complying with the RFP terms & conditions.

Yours sincerely,

Authorized Signature

[In full and initials]:

:

Name and Designation of the Signatory:

Name of the Bidder and Address:

Affidavit before Executive Magistrate/Notary Public:



**FORM – T7: UNDERTAKING FOR NOT HAVING ANY PENDING JUDICIAL
PROCEEDINGD FOR ANY CRIMINAL OFFENCES**

(On letter head of Bidder)

I, hereby undertake that there is no criminal case pending in any Court of Law against our company or against the Proprietor/Director/Persons to be deployed by our organization.

I/we further certify that Proprietor/Director/Persons to be deployed by our organization of my company have not been convicted of any offence in any Court in India during the preceding 02 years. I understand that I am fully responsible for the contents of this undertaking and its truthfulness.

Yours sincerely,

***Authorized Signature
[In full and initials]***

Name and Designation of the Signatory:

Name of the Bidder and Address:



FORM – T8: ANTI COLLUSION CERTIFICATE

(On letter head of Bidder)

1. We certify that this Proposal is made in good faith and that we have not fixed or adjusted the amount of the Proposal by, or under, or in accordance with any agreement or arrangement with any other person. We also certify that we have not and we undertake that we will not, before the award of any contract for the work:

- (a) Communicate to any person other than the Client/or person duly authorized by it in that behalf the amount or approximate amount of the Proposal, or Proposed Proposal, except where the disclosure, in confidence, of the approximate amount of the Proposal was necessary to obtain premium quotations required for the preparation of the Proposal.
- (b) Enter into any agreement or arrangement with any person that they shall refrain from bidding; they shall withdraw any Proposal once offered or vary the amount of any Proposal to be submitted.
- (c) Pay, give or offer to pay or give any sum of money or other valuable Considerations directly or indirectly to any person for doing or having done or having caused to be done in relation to any other Proposal or proposed Proposal for the work, any act or thing of the sort described at (a) or (b) above.

2. We further certify that the principles described in paragraphs 1(a) and (bi) above have been or will be, brought to the attention of all sub-contractors, suppliers and associated companies providing services or material connected with the Proposal and any contract entered into with such sub- contractors, suppliers, or associated companies will be made on the basis of compliance with the above principles by all parties.

3. We are not part of any “Anti-competitive practice” such as collusion, bid rigging or anti- competitive arrangement, or any other practice coming under the purview of The Competition Act, 2002 as amended from time to time, between two or more bidders, with or without the knowledge of the Procuring Entity (Client), that may impair the transparency, fairness and the progress of the procurement processor to establish bid prices at artificial, non-competitive levels,

4. In this certificate, the word "person" includes any person or anybody or association, corporate or unincorporated; "any agreement or arrangement" includes any transaction, formal or informal and whether legally binding or not; and "the work" means the work in relation to which this Proposal is made.

Dated this..... Days of 2025

Name of the Bidder.....

Signature of the designated person..... Name of the

designated person..... Date of receipt of RFP

.....



FORM – T9: FORM OF BID SECURITY DECLARATION

Name of the work:-

Date:-

Bid Identification No-

To

The Collector-cum-CEO,
Zilla Parishad, Nuapada, AT/PO/PS/Dist.- Nuapada Odisha-766105

We, the undersigned declare that:

1. We understand that, according to your conditions, bids must be supported by a Bid Security Declaration.
2. We accept that the Authority/ Employer/ RFP inviting Authority shall cancel our empanelment and/or suspend/ prohibit/ debar/ blacklist/ from participating in bidding in any contract of the state for a minimum period of 02 years, if we are in breach of our obligation(s) under the bid conditions because we:
 - a) Have withdrawn out Bid prior to the expiry date of the bid validity specified in the letter of Bid or any extended date provided by us; or
 - b) Having been notified of the acceptance of our Bid by the employer prior to the expiry date the Bid validity in the letter of Bid or any extended date provided by us.
 - c) Failure of use to furnish the performance Security and Additional Performance Security, if required in accordance ITB/ Terms of the Bid Document, or
 - d) Fail to agree to the decisions of the contract negotiation meeting, or
 - e) Failure/ refuse to execute the contract.
3. We understand this Bid Security Declaration shall expire, if we are not the successful Bidder, upon the earlier of your notification of the name of the successful Bidder through award of contract; or after the expiry date of the Bid validity.

Name of the Bidder

Name of the person duly authorized to sign the Bid on behalf of the Bidder

Title of the person signing the Bid

Signature of the person named above

**Date signed day of Person signing the Bid shall have the power of attorney given by the Bidder to the Bid.



Authorized Signatory
Name & Designation of Signatory

Name of the Firm

**SECTION XI
FINANCIAL PROPOSAL**

COVER-B

Form - F1: Financial Proposal Submission Form

(On the Bidder's Letter Head)

[Location, Date]

To

The Collector-cum-CEO,
Zilla Parishad, Nuapada, AT/PO/PS/Dist.- Nuapada Odisha-766105

Sub: Selection of Outsourcing Agency for provide manpower service at Zilla Parishad & Panchayat Samitis of Nuapada district.

Dear Sir,

I/We, the undersigned, is pleased to provide our financial offer for **providing manpower service at Zilla Parishad & Panchayat Samitis of Nuapada district in accordance with your RFP Bid No..... Dtd..... And our Technical Proposal.**

Having gone through the RFP and having fully understood the scope of work for the captioned assignment as set out in the RFP; we are pleased to quote the following fees (inclusive of applicable taxes) for the proposed service for the 1st year per person as indicated in Form-F1:

Note:

1. *Taxes will be paid as per prevailing applicable rates.*
2. *All payments to the service provider will be subjected to deduction of taxes at source as per applicable laws.*

Our Financial Bid shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Bid of **180 days**. I/We have carefully read and understood the terms and conditions of the tender to provide the services accordingly.

I/We understand you are not bound to accept any Bid you receive.

Yours sincerely,

Authorized Signature

[In full and initials]

Name and Designation of Signatory:

Name of Bidder:

Complete Address:



**FORM - F2 [A] - APPLICATION- FINANCIAL BID
(Administrative Charge)**

**For Providing Manpower Assistance to the Office of the Zilla Parishad, Nuapada, Odisha,
PIN-766105 under MGNREGS Scheme**

- Name of tendering Manpower Service Provider:
- Rate per person per month (8 hours per day) inclusive of all statutory liabilities, taxes, levies, cess etc.

Sl. No.	Manpower Type	Monthly rate per person						
		*Take home remuneration per person	EPF @ 13%	ESI @ 3.25%	Other statutory dues if any	Service Charge	GST @18 %	Total
<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>
1	Additional Computer Programmer							
2	MGNREGS Assistant							
3	Data Entry Operator							

- Minimum Take Home remuneration per person should be **Rs.15,600.00 for ACP and MGNREGS Assistant and Rs.13,900.00 for DEO for the above service.**
- EPF/ ESI of employees shall be borne by employees and shall be deducted as applicable.
Total quotation price (including all taxes and other charges is Rs.....)

(Rupees)

in words.

We agree to

N.B:- (a) in case of discrepancy between unit price and total price, the lowest price among them shall be prevailing.

(b) We agree to other terms and conditions of the RFP and confirmed we will provide the materials as per the standard specified in the document.

Authorized Signature
[In full and initials]



**FORM - F2 [B] - APPLICATION- FINANCIAL BID
(Administrative Charge)**

**For Providing Manpower Assistance to the Office of the Zilla Parishad, Nuapada, Odisha,
PIN-766105 under Rural Housing Scheme**

1. Name of tendering Manpower Service Provider:
2. Rate per person per month (8 hours per day) inclusive of all statutory liabilities, taxes, levies, cess etc.

Sl. No.	Manpower Type	Monthly rate per person						
		*Take home remuneration per person	EPF @ 13%	ESI @ 3.25%	Other statutory dues if any	Service Charge	GST @18 %	Total
<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>
1	DPC							
2	DPE							
3	CCE							
4	BPC							
5	BPA							

- Minimum take home remuneration per person should be **Rs.26,250.00 for DPC, Rs.26,400.00 for BPC, Rs.15,600.00 for BPA, DPE & CCE** for the above service.
- EPF/ ESI of employees shall be borne by employees and shall be deducted as applicable.
Total quotation price (including all taxes and other charges is Rs.....)

(Rupees)

in words.

We agree to

N.B:- (a) in case of discrepancy between unit price and total price, the lowest price among them shall be prevailing.

(b) We agree to other terms and conditions of the RFP and confirmed we will provide the materials as per the standard specified in the document.

[Handwritten Signature]

**Authorized Signature
[In full and initials]**

**FORM - F2 [C] - APPLICATION- FINANCIAL BID
(Administrative Charge)**

**For Providing Manpower Assistance to the Office of the Zilla Parishad, Nuapada, Odisha,
PIN-766105 under Aspirational District Programme**

1. Name of tendering Manpower Service Provider:
2. Rate per person per month (8 hours per day) inclusive of all statutory liabilities, taxes, levies, cess etc.

Sl. No.	Manpower Type	Monthly rate per person						
		*Take home remuneration per person	EPF @ 13%	ESI @ 3.25%	Other statutory dues if any	Service Charge	GST @18 %	Total
<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>
1	AB Fellow							

- Maximum remuneration per person per month should be **Rs.55,000.00 for AB Fellow inclusive of all statutory deductions like EPF, ESI, Service Charges, IT & GST** as applicable & specified by NITI Ayog, GoI for the above service.
- EPF/ ESI of employees shall be borne by employees and shall be deducted as applicable.

Total quotation price (including all taxes and other charges is Rs.....)

(Rupees)

in words.

We agree to

N.B:- (a) in case of discrepancy between unit price and total price, the lowest price among them shall be prevailing.

(b) We agree to other terms and conditions of the RFP and confirmed we will provide the materials as per the standard specified in the document.



**Authorized Signature
[In full and initials]**

1. **The acceptable minimum rate of service charge shall be 3.85% (3% profit plus transaction charge) and in no case the service charge should exceed 7%.**

Note: A) The tendering agency have to explain in detail the means they will adopt to utilize their service charge to meet all the contingencies in accordance, with the Labour law presently in vogue required for their outsourcing service. B) It is obligatory on the part of outsourcing agency to manage duties of their manpower on off days and to follow all Labour laws as applicable to them and that will be verified from time to time by the authority. C) Outsourced personnel are to be engaged by the service provider and authority/Government will not be liable for giving them contractual/permanent service in future. Such engagement by the service provider is absolutely temporary in nature and can be terminated at any time if deemed fit by the authority. False propaganda should not be spread by anybody that after a stipulated time these outsourced personnel will be made contractual, temporary permanent employee of the Zilla Parishad, Nuapada.

2. The total rates quoted by the tendering agency should be inclusive of all statutory/taxation liabilities in force at the time of entering into the contract.
3. The payment shall be made on conclusion of the calendar month only on the basis of no. of working days for which duty has been performed by each manpower.
4. **The quoted financial figure must be up to 02 decimal points only. The Financial proposals quoting more than 02 decimal points are liable for rejection.**

Authorized Signature
[In full and initials]

Name and Designation of

Signatory: Name of the Bidder:

Address:

Place:

Date:



SECTION-XII
BID SUBMISSION CHECK LIST

Sl. No.	Description	Submitted (Yes/ No.)	Page No.
TECHNICAL BID (ORIGINAL)			
1	Covering letter in Bidders Letter Head – Form T1		
2	Bid Processing Fee		
3	Earnest Money Deposit (BID security Declaration)		
4	Copy of Incorporation or Registration Certificate of the Bidder or Commercial establishment registration – Form-T2		
5	Copy of PAN & TAN		
6	Copy of GSTIN & last three month's GSTR-3B		
7	Financial Capacity of the Bidder – Form-T3		
8	Past Experience of the Bidder – Form-T4		
9	Power of Attorney in favour of the person signing the bid on behalf of the bidder –Form-T5		
10	Financial details of the bidder regarding Net Worth, Bank Solvency and Bank transaction certificate last six months.		
11	Copies of Income Tax Clearance Certificate for the last three Assessment years (A.Y. 2022-23, 2023-24 & 2024-25)		
12	Copy of Valid EPF & ESI Certificate, ISO Certificate		
13	Declarations – (Form T6 to T9)		
14	Copy of Valid PSARA License/ Labour license		
FINANCIAL BID (ORIGINAL)			
1	Covering Letter in Bidders Letter Head – (Form-F1)		
2	Duly filed in Financial Bid - (Form-F2[A], F2[B] & F2[C])		

It is to be ensured that:

1. All information has been submitted as per the prescribed format only.
2. Each paper has been separately bound with no loose sheets and each page of all the three parts are page numbered along with Index Page.
3. All pages of the proposal need to be sealed and signed by the authorized representative.
4. All pages of the proposal must be numbered sequentially.

Authorized Signatory (In full and initials).....
Name and designation with Date and seal.....

pe



SECTION-XIII
SERVICE AGREEMENT
(To be made on Rs.100.00 Non-Judicial Stamp Paper)

This **SERVICE AGREEMENT** is made on _____ between, _____ (hereinafter called as the "Authority") of the 1st Part and _____ its principal place of business at _____ (hereinafter called the "Service Provider") of the 2nd Part.

WHEREAS,

- The "Service Provider" having represented to the "Authority" that he has the required manpower and other resources, has offered to provide the service in response to the Tender Notice No. _____ dated _____ issued by the Authority.
- The "Authority" has accepted the offer of the Service Provider to provide the required services as per the terms and conditions as set forth in this Service Agreement.

NOW, THEREFORE, IT IS HEREBY AGREED between the two parties as follows:

1. The following documents attached hereto shall be deemed to form part an integral part of this contract:

Appendix A : General Terms and Conditions

Appendix B : Scope of Work

Appendix C : Contract Price and Payment Term

2. The mutual rights and obligations of the Authority and the Consultant shall be as set forth in the Contract, in particular.

- ✓ The Service provider shall carry out the service in accordance with the provisions of the Agreement and.
- ✓ The Certificate on the satisfactory performance of services by the Agency shall be issued by an Officer authorized by the Client and in consideration of the Certificate of Satisfactory Performance of Services Provider, the Authority shall make such payments and in such manner as is provided in the Agreement.

3. Mode of Payment

The Service Provider will open a specific Bank Account for payment by the Authority in the beneficiary account towards the Service performed by the service provider. The Service Provider will furnish the details of the Bank Account to the Authority within 7 days of the signing of the contract.

This Contract constitutes the agreement between two parties in respect to obligations and supersedes all previous communications between the parties

4. Now this agreement witnesses as below:

- a. That in consideration of the payment to be made by the "Authority" to the "**Service Provider**" the "**Service Provider**" hereby agrees with the "Authority" to provide manpower resources to be engaged in the (Insert the location) in conformity with the provision of the terms and conditions of the contract.
- b. That the "**Authority**" hereby further agrees to pay the "Service Provider" the contract price at the time and in the manner prescribed in the said terms and conditions.
- c. Financial limit under this Contract varies with changes in statutory dues and government taxes as applicable from time to time.



- d. That in the event of any dispute that may arise it shall be settled as per the terms and conditions of the contract.
- e. That this agreement is valid up to _____

For and on behalf of (Tender Inviting Authority)

Witness- 1

Witness-2

For and on behalf of (SERVICE PROVIDER)

[Name and Designation of the Representative with seal]

Witness- 1

Witness-2



SECTION XIV
QCBS METHOD CALCULATION & BID-SECURITY DECLARATION FORM

ANNEXURE-I

QUALITY AND COST BASED SYSTEM (QCBS)

Illustration with dummy values

STAGE 1: TECHNICAL BIDS EVALUATION

Bidder details	Technical Mark Obtained
Bidder1	92
Bidder2	85
Bidder3	55
Bidder4	75

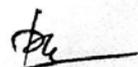
STAGE 2: Conversion of Technical Marks to Technical Score :
Technical Score is same as Technical Marks .

Bidder details	Technical Marks	Technical Scores
Bidder1	92	92
Bidder2	85	85
Bidder3	*Rejected	* Rejected
Bidder4	75	75

****Since the Eligible Technical marks should be 70 or more , Bidder 3 is Rejected.***

STAGE 3: FINANCIAL BID EVALUATION

Bidder details	Financial Bid Amount
Bidder1	1,30,000
Bidder2	1,20,000
Bidder4	1,00,000



Stage 4: Conversion of financial bid amount to score

Bidder Details	Financial Bid Amount	Financial Score (LFB/F*100)
Bidder1	1,30,000	$100000/130000*100=76.92$
Bidder2	1,20,000	$100000/120000*100= 83.33$
Bidder4	1,00,000	100

*Bidder having LFB is treated as L1 and to be awarded financial score as 100. The rest will be calculated as $LFB/ F * 100$.

Where LFB = Lowest Financial Bid, F = Quoted Amount

Consolidated Technical & Financial Score

Bidder Details	Technical Score	Financial Score
Bidder 1	92	76.92
Bidder 2	85	83.33
Bidder 4	75	100

**Stage 5: Combined Technical and Financial Score (CTFS)
With Weightage 70:30**

Bidder Details	Applying weights for the Technical Score & Financial Score	CTFS	Rank of the Bidder
Bidder 1	$92*(70/100) + 76.92*(30/100)$	87.48	L1
Bidder 2	$85*(70/100) + 83.33*(30/100)$	84.50	L2
Bidder 4	$75*(70/100) + 100*(30/100)$	82.5	L3

Handwritten mark



FORM OF BID-SECURITY DECLARATION

<Letter head of the bidder>

<Date> Bid No.:

To
The Collector-cum-CEO,
Zilla Parishad, Nuapada
We, the undersigned, declare that:

1. We understand that, according to your conditions, bids must be supported by a Bid-Security Declaration.
2. We accept that the Authority/ Employer/ RFP Inviting Authority shall cancel our empanelment and/or suspend/ prohibit/ debar/ blacklist from participating in bidding in any contract of the State for a minimum period of 02 years, if we are in breach of our obligation(s) under the bid conditions, because we:
 - (a) Have withdrawn our Bid prior to the expiry date of the bid validity specified in the Letter of Bid or any extended date provided by us; or
 - (b) Having been notified of the acceptance of our Bid by the Employer prior to the expiry date the bid validity in the Letter of Bid or any extended date provided by us,
 - (c) Failure of use to furnish the Performance Security and, Additional Performance Security, if required in accordance with the ITB/ Terms of the Bid Document/ RFP, or
 - (d) Fail to agree to the decisions of the contract negotiation meeting, or
 - (e) Failure, refuse to execute the Contract
3. We understand this Bid-Security Declaration shall expire if we are not the successful Bidder, upon the earlier of your notification of the name of the successful Bidder through award of contract; or after the expiry date of the Bid validity.

Name of the Bidder _ _ _

Name of the person duly authorized to sign the Bid on behalf of the Bidder** _ _

Title of the person signing the Bid _

Signature of the person named above _____

Date signed day of

*: InthecaseoftheBidsubmittedbyjointventurespecifythenameoftheJointVentureasBidder

** :Person signing the Bid shall have the power of attorney given by the Bidder attached to the Bid.