

**Request for Proposal
For
Supply of Manpower**

**For Performing and Managing Day to Day Activities At
State Institute of Consumer Awareness (SICA)
RFP No. 01/CW- SICA/2020/Dt. 01-02-2020**

STATE INSTITUTE OF CONSUMER AWARENESS (SICA)

Consumer Welfare Section

Food Supplies & Consumer Welfare Department

Loka Seva Bhawan, Bhubaneswar - 751001

Telephone No. 0674- 2394967

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1. Introduction

1.1 Objective of the RFP

State Institute of Consumer Awareness (SICA), an agency registered under Societies Act XXI of 1860 with R.No - 23546/82 of 2013-14, has decided to engage the services and support of eligible Service providing agency in the process of Human Resource Recruitment for SICA.

Statement of Purpose: State Institute of Consumer Awareness (SICA) as an agency, requires engagement of eligible, reputed and qualified organizations to facilitate and support the selection and the recruitment process for the following posts are Project Coordinator, Assistant Coordinator and Office Attendant etc. The prime responsibility of the selected agency will be to undertake appropriate and necessary actions in furtherance of the same. SICA invites sealed tenders from reputed and bonafied firms / agencies / service providers to provide support staff. The support staff will be engaged in the SICA, Bhubaneswar.

1.2 Schedule for the bid process

Sl. No.	Information	Details
1	RFP No. and Date	RFP NO. 01/CW-SICA/2020, dated 01.02.2020

Sl. No.	Information	Details
2	Bid validity period	180 days from the last date for submission of proposals.
3	Pre-Bid Conference	Date 06/02/2020 at 11.30 Hours at Conference Hall, Office of the Directorate of Legal Metrology, Khandagiri. BBSR
4	Last date (deadline) for submission of bids	Date 19-02-2020 at 1700 Hours
4	Opening of Technical Bid	Date 20/02/2020 at 11.30 Hours at Conference Hall of Directorate of Legal Metrology, Khandagiri, Bhubaneswar - 30.
5	Technical Bid Presentation by the Bidders	Date 20.02.2020 at 1130 Hours Communication shall be issued by mail to those bidders who qualify in Pre-Qualification Criteria.
6	Time and Date of opening of Financial proposals.	The date for opening of Finance Bid shall be issued by mail to those bidders who qualify in Technical bid.
7	Contact person for proposal submission and address for correspondence for all purposes in relation to this RFP.	DCA-cum-Addl. Secretary to Govt & Vice President, SICA Consumer Welfare Section Food Supplies & Consumer Welfare Department, Loka Seva Bhawan Bhubaneswar - 751001 Phone - (0674) 2394967 Email: sica-fscw@gmail.com

2. Scope of Work

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

2.1 The category of personnel required is given below.

Sl No.	Category of Post	No of Manpower Required at SICA	Consolidated Remuneration (Inclusive of Employer Share of EPF/ESI)
A	B	C	D
01	Project Coordinator	1	Rs.35000/- PM
02	Assistant Coordinator	2	Rs.25000/- PM

Sl No.	Category of Post	No of Manpower Required at SICA	Consolidated Remuneration (Inclusive of Employer Share of EPF/ESI)
	(Training & Research)		
03	Assistant Coordinator (Fin. & Admin)	1	Rs.25000/- PM
03	Office Attendant	1	Rs.12000/- PM

2.2 Educational Qualification and Description of duty for the different categories of personnel.

Sl. No.	Category of Personnel	Educational Qualification	Brief description of duties *	Place of working
1	Project Coordinator	Minimum 5 years experience of managing project independently with knowledge on Consumer Education and welfare. Minimum qualification Post-Graduate in Management or Information Technology Management or Social Development.	Will co-ordinate and as well as execute the activities of the State Institute in Consumer Awareness (SICA) and report to the Secretary, SICA. Must have man management skills with competency in the day-today management of the Institute. Professional ability to monitor the implementation activities as per agreed Action Plan. Should have leadership ability to develop teamwork and motivate all stakeholders engaged with SICA.	Bhubaneswar & require to Field Visit

Sl. No.	Category of Personnel	Educational Qualification	Brief description of duties *	Place of working
2	Assistant Coordinator (Training & Research)	Minimum 5 years experience in Managing Training and implementation of Capacity Building Activities. Conducting Market Studies and Research. Minimum qualification Graduate with Marketing Management or Computer Science or Social Development. Post Graduate Degree will be given preference.	Will have the ability to manage the training calendar by engaging with experts on the subjects and networking with all potential participants to be invited for the various training need. Must have the ability to write reports and making summery of the training initiatives. In addition conduct research on issues concerning Consumer Welfare on subjects like Banking, Insurance, Telecom, e-Commerce and others. Would need to conduct field studies and network with the counselling centres in creating data emerging from the helpline, counselling centres, District Consumer Dispute Redressal Forums and State Consumer Dispute Redressal Commission.	Bhubaneswar & require to Field Visit
3	Assistant Coordinator (Fin. & Admin)	Minimum 5 years experience in Accounting and Administration with minimum qualification Bachelor Degree in Commerce or Management or Computer Science.	Shall prepare Budgeting and expenditures as per Government Procedures and norms. A monthly statement to be prepared on all receipts and expenditures with supporting documents and on Tally or Excel Sheets. Keep day to day accounts and monitor expenditures vis-avis provisions of funds and administrative matters in the functioning of the Counselling Centres and SICA to be managed efficiently on a day-today basis.	Bhubaneswar & require to Field Visit
4	Office Attendant (Fourth Grade)	10 th Pass	Shall responsible for cleaning, lock & key, file movement & other related works of the office of SICA & CAC on regular basis.	Bhubaneswar

N:B :

- a) Age Limit: She/he should be above 21 years of age and not exceeding 37 years as on 01.01.2020. The selection & deployment of above indicated posts shall be guided by SICA.
- b) Short listing Criteria: The candidates shall be shortlisted in the ratio 1:5 for each post as per the qualification & age criteria given in the RFP. The list of those shortlisted candidates shall be submitted by the selected service providing agency to SICA for conducting interview process for final engagement of the staffs under the respective post.

3. TERMS & CONDITIONS

3.1 GENERAL

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

contract or its extended period.

- g) The Service Provider Agency will be bound to furnish details to the Authority while submitting the tender or at subsequent stage as per tender document. Any such document furnished by the Service providing agency found to be false at any stage, it would be deemed to be a breach of terms of agreement making it liable for legal action against service providing agency apart from termination of the agreement forthwith.
- h) The Authority reserves the right to terminate the Agreement during initial period by issuing prior notice of 15 days to the Service Provider Agency.
- i) The persons deployed shall be required to report for work at scheduled time as directed by OIC, SICA. or any other officer concerned and shall work for minimum 8 hours per day. The Person (deployed), who remains absent from duty on a particular day / comes late to the duty /leaves the duty early without prior permission, and proportionate deduction from the remuneration shall be made accordingly.
- j) The person deployed may be called on holidays to attend duty and shall be paid extra remuneration as per rates approved by the head office on attending such duty.
- k) The person to be deployed by the Service provider Agency shall work under the control of OIC, SICA. He may be assigned to any work decided by the Authority of SICA as and when required. If any of the manpower deployed by the service providing agency will disobey to carry out such order of the Authority; his/her service shall be withdrawn immediately and sent back to the Service Provider Agency. In such a case the Service Provider Agency shall provide a substitute manpower within 3(Three) days otherwise penalty @Rs200/- per day shall be imposed till deployment of a substitute.
- l) The Service Provider Agency has to provide uniform dress, badges, shoes, batons and Photo identity Cards in case of Security guard & laminated plastic Identity Cards in case of other support staff deployed by him/her for carrying out work. These Identity Cards are to be constantly displayed by the support staff and loss of Identity Cards to be reported immediately.
- m) The Service Provider Agency shall nominate a coordinator who shall be responsible for regular liaison SICA to look into the affairs of the person deployed.
- n) The entire financial liability of deployed manpower in SICA shall be of the Service Provider Agency and the SICA shall not be liable. It will be the responsibility of the Service Provider Agency to pay to the person deployed a sum not less than the consolidated remuneration as will be fixed by the SICA.
- o) The transportation, food, medical and other statutory requirements in respect of each personnel of the Service Provider Agency shall be the responsibility of the Service Provider.

- p) For all intents and purposes, the Service Provider Agency shall be the "Employer" within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Service Provider Agency shall not have any claim whatsoever like employer and employee relationship with the SICA.
- q) The Service Provider Agency is supposed to make expenditure for sponsoring the manpower to the SICA. Such expenditure may include amount spent on making phone calls, ditching letters, travelling to different offices / places, supervision of manpower, submission of reports and returns to statutory authorities, photocopying of documents, office expenses, contingencies etc. Besides, Service providing agency is supposed to pay take home remuneration to outsourced manpower and other statutory dues, to be reimbursed subsequently by SICA. Moreover, SICA shall recover Income Tax TDS @ 2% from the bills of the service providing agency/MSP. In this way, the funds of Service providing agency shall be blocked for at least 15 days involving cost. Therefore, the Service Provider Agency shall quote a workable rate for service charges not less than the floor rate i.e. Rs 200/- (Rupees Two Hundred) keeping in view the expenses mentioned above. The SICA reserves the right to reject the quotations of Service Provider Agencies quoting abnormally low and unworkable rates. In case renderer has not quoted uniform rate for all types of manpower the tender shall be rejected.
- r) The Service Provider Agency shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The SICA shall, in no way, be responsible for settlement of such issues whatsoever. In case the grievances of the deployed person are not attended to by the Service Provider Agency the deployed person(s) can place their grievance before a Joint Committee consist of one representative of OIC, SICA and representative of the Service providing agency.
- s) The SICA shall not be responsible for any financial loss or any injury caused to any person deployed by the Service Provider Agency during performing their duties/ works, or for payment towards any compensation.
- t) The persons deployed by the Service Provider Agency shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular / confirmed employees during the currency or after expiry of the Agreement.
- u) In case of termination of this Agreement on its expiry or otherwise, the persons deployed by the Service Provider Agency shall not be entitled to and shall have no claim for any absorption in regular or other capacity.
- v) The person deployed shall not claim any benefit or compensation or absorption or regularization of their deployment with this office under the provision of rules and Acts. An undertaking from the person deployed to this effect shall be submitted by the Service Provider

Agency to SICA.

- w) The Service Provider Agency must be registered with the concerned Govt. Authorities, i.e. Labour Department, Provident Fund Authorities, Employees State Insurance Corporation etc., and a copy of the registration certificate should be submitted. The Service Provider Agency shall comply with all the legal requirements for obtaining License under Contract Labour (Regulations and Abolition) Act, 1970, at his own part and cost.
- x) The Service Provider Agency shall provide a substitute well in advance against the manpower who would leave the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Service Provider Agency. The Service Provider Agency shall be responsible for depositing the contribution of both the share of employee and employer towards Provident Fund and Employees State Insurance, wherever applicable for the manpower deployed in SICA.
- y) The manpower should be polite, cordial and efficient while performing their work. Their actions should promote good will and to enhance the image of the SICA. The Service Provider Agency shall be responsible for any act of indiscipline on the part of the persons deployed.

3.2. LEGAL

- a) The persons deployed shall, during the course of their work be privy to certain qualified documents and information which they are not supposed to divulge to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make the Service Provider Agency as well as the manpower deployed liable for penal action as per law besides, action for breach of contract.
- b) The Manpower Service Provider Agency shall be responsible for compliance of all statutory provisions relating to Minimum Wages Act as prescribed by the Government in Labour and Employment Department, Odisha from time to time payable to different types of worker in respect of the manpower deployed in the SICA. The SICA shall have no liability in this regard.
- c) All persons deployed by the manpower service provider shall be treated as their own employee and shall responsible for deposit of statutory dues under EPF Act-1952, ESI Act-1948 and shall comply all the provisions of minimum wages Act-1948 and Work Men's Compensation Act-1923 in respect of all such persons. The SICA shall have no liability in this regard.
- d) The Manpower Service Provider Agency shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to the SICA Ltd. to the concerned tax collection authorities, from time to time, as per the statutory rules and regulations prescribed. Attested Xerox copies of such documents shall be furnished to the Head office of SICA Ltd. as and when required.
- e) The Manpower Service Provider Agency shall maintain all statutory registers under the Law and

shall produce the same, on demand, to the authority of the SICA or any other authority under Law.

- f) The Tax deduction at Source (T.D.S.) shall be done as per the provisions of Income Tax Act/ Rules, as amended, from time to time and a certificate to this effect shall be provided by the SICA to the service providing agency.
- g) In case, the Service Provider Agency fails to comply with any liability under appropriate law, and as a result thereof, the SICA is put to any loss / obligation, monetary or otherwise, the SICA will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Service Provider Agency, to the extent of the loss or obligation in monetary terms.
- h) The Agreement is liable to be terminated because of non-performance, deviation of terms and conditions of contract, non-payment of remuneration of employed manpower and non-payment of statutory dues. The SICA will have no liability towards non-payment of remuneration to the persons employed by the Service Provider Agency and the outstanding statutory dues of the service provider to statutory authorities. If any loss or damage is caused to the SICA by the manpower deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit of Service providing agency.

4. Overall Guidelines for General Requirements for Bid

4.1 General Instructions

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

4.2 Compliant Proposals / Completeness of Response

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

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

4.2.3 Bidders must: -

- a) Include all documentation as specified in this RFP;
- b) Follow the format of this RFP and respond to each element in the order as set out in this RFP;
- c) Comply with all the requirements as set out in this RFP. The documents once submitted by the bidder in sealed cover along with the tender paper are final. No further document or communication will be entertained once the tender is opened.

4.3 Pre-Bid Conference

- a) There shall be pre-bid conference under this request for proposal. Therefore, it is essential for the interested bidders to carefully read, interpret and understand the clauses as given in this RFP document and submit their relevant queries through mail sicafscw@gmail.com on or before **05-02-2020 till 1500 Hours**. Any such queries beyond this schedule date & time shall not be entertained for discussion during the pre-bid conference. The pre-bid conference shall be held on date **06-02-2020 at 1500 Hours** at SICA. Only one authorised person from each interested bidding company shall remain present in the meeting.
- b) The queries should necessarily be submitted in the word or excel file in the following format:

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

- c) SICA shall not be responsible for ensuring that the bidders' queries have been received by them.
- d) Responses to pre-Bid queries and Issue of corrigendum/addendum (if any)
 - The Nodal Officer notified by the SICA will endeavour to provide timely response to all queries. However, SICA makes neither representation nor warranty as to the completeness or accuracy of any response made in good faith, nor does SICA undertake to answer all the

queries that have been posed by the bidders. At any time prior to the last date for receipt of bids, FS&CW department or SICA may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum or addendum.

- The corrigendum/addendum (if any) & clarifications to the queries from all bidders will be posted on the website www.foododisha.in.
- Any such corrigendum/Addendum shall be deemed to be incorporated into this RFP.
- The bidders while submitting the proposal should submit duly signed copy of corrigendum/addendum along with it.

In order to provide prospective Bidders reasonable time for taking the corrigendum/addendum into account, SICA may, at its discretion, extend the last date for the receipt of proposals.

4.4 Key Requirements of the Bid

4.4.1 Right to Terminate the Process

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

4.4.2 RFP Document Fees

RFP document can be downloaded from the website www.foododisha.in. The bidders are required to submit the document Fee (non-refundable) of **Rs.5,000/- (Rupees Five Thousand Only)** by Demand Draft in favour of "State Institute of Consumer Awareness (SICA) " and payable at Bhubaneswar from any of the scheduled Nationalised bank along with the proposal. Proposals received without or with inadequate RFP Document fees shall be rejected.

4.4.3 Earnest Money Deposit (EMD)

Bidders shall submit, along with their Bids, EMD of Rs 2.00 Lakh (Rupees Two Lakh only) per unit, in the form of a Demand Draft issued by any nationalized bank in favour "State Institute of Consumer Awareness (SICA), payable at Bhubaneswar", and should be valid for 90 days from the due date of the RFP.

- a) EMD of all unsuccessful bidders would be returned /refunded by SICA Ltd within 1 month of declaration of the successful bidder. The EMD for the amount mentioned above, of successful bidder would be returned upon submission of performance security.
- b) The EMD amount is interest free and will be returned/ refundable to the unsuccessful bidders without any accrued interest on it.

- c) The bid / proposal submitted without EMD, mentioned above, will be summarily rejected. The EMD may be forfeited: If a bidder withdraws its bid during the period of bid validity.
- d) In case of a successful bidder, if the bidder fails to sign the contract in accordance with this RFP.

4.5 Submission of Proposals

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

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

Please submit a documented Technical Proposal which should include:-

- a) An outline of the approach which the firm intends to adopt, including a detailed service(s) description.
- b) Time required for supply of Manpower, preferably within 15 days from the date of issue of work order to the party.
- c) A detailed statement of the way in which the work would be undertaken showing, inter- alia, the scheduling of the personnel services during the period of contract;
- d) An indication of the type of staff to be deployed and their academic backgrounds and practical experience in digitisation related projects.
- e) A statement of suitability indicating experiences in similar projects including the year in which it was undertaken and details of the clients served.

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

- a) The proposal should be according to the format as mentioned in this RFP. While preparing the proposal the following points should be kept in mind-
- b) The offer should remain valid for acceptance for 180 days from the date of closing
- c) The proposals shall address all the requirement of this tender and must be submitted in the English language.
- d) The response to Technical Proposal (including Pre-Qualification criterion) and Commercial Proposal (As mentioned in previous paragraph) should be covered in separate sealed envelopes super-scribing "Technical Proposal" and "Commercial Proposal" respectively. Each copy of each bid should also be marked as "Original" as the case may be.
- e) Please note that prices should not be indicated in the Technical Proposal but should only be indicated in the Commercial Proposal.

These two envelopes containing copies of Technical Proposal (including the Pre-qualification

Proposal) , and Commercial Proposal should be put in single sealed envelope clearly marked "Response to RFP For 'Performing and Managing Day to Day Activities At State Institute of Consumer Awareness (SICA) RFP No. 01/CW- SICA/2020/Dt. 01-02-2020 and the wordings "DO NOT OPEN BEFORE < Date 19.02.2020>".

- a) The outer envelope should also indicate clearly the name, address, telephone number, E-mail ID and fax number of the bidder to enable the Bid to be returned unopened in case it is declared "Late".
- b) All the pages of the proposal must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid.
- c) The original proposal/bid shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the bidder itself. Any such corrections must be initialled by the person (or persons) who sign(s) the proposals.
- d) All pages of the bid including the duplicate copies, shall be duly signed and stamped by the authorized person or persons who sign the bid.
- e) The bid should be submitted by speed post/registered post only. No hand receipt of the bid shall be entertained.

4.6 Authentication of Bids

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

4.7 Preparation and Submission of Proposal

4.7.1 Proposal Preparation Costs

A bidder can submit only one proposal at a time. Bidder submitting more than one proposal shall be rejected. The bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings /discussions / presentations, preparation of proposal, in providing any additional information required by SICA to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process.

SICA will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

4.7.2 Language

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

4.7.3 Venue & Deadline for Submission of Proposals

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

Addressed To	DCA-Cum-Addl. Secretary & Vice President, SICA
Name	State Institute of Consumer Awareness
Address	Consumer Welfare Section, Food Supplies & Consumer Welfare Deptt.. Loka Seva Bhawan , Bhubaneswar - 751001
Telephone	(0674) 2394967
Last Date & Time of Submission	19-02-2020 at 17.00 hrs.

4.7.4 Late Bids

- Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall be returned unopened.
- The bids submitted by telex/telegram/fax/e-mail etc. shall not be entertained. No correspondence will be entertained on this matter.
- SICA shall not be responsible for any postal delay or non-receipt/ non-delivery of the documents. No further correspondence on the subject will be entertained.
- SICA reserve the right to modify and amend any of the above-stipulated condition/criterion depending upon project priorities vis-à-vis urgent commitments.

4.8 Evaluation Process

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

- f) Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.

4.8.1 Tender Opening

The proposals submitted up **19-02-2019 at 1700 hours** will be opened at **20-02-2019 at 1130 Hours** by the Vice President, SICA or any other officer authorized by SICA, in the presence of such Bidders or their duly authorized representatives. The representatives of the bidders are advised to carry the identity card or a letter of authority from the tendering firms to identify their bonafides for attending the opening of the proposal.

4.8.2 Tender Validity

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

4.9 Site Visit

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

5. Tender Evaluation

5.1 All responsive bids will be considered for further processing as per the steps given below.

- i. First the Pre-Qualification Proposal will be evaluated and only those bidders who qualify the requirements will be eligible for next set of evaluations. Technical Proposal and Commercial Proposal (without opening) of Bidders who do not meet the Pre-Qualification criteria will be returned.
- ii. The technical score of all the bidders would be calculated as per the criteria mentioned below. All the bidders who achieve at least 70 % in the technical evaluation would be eligible for Financial Bid opening and comparison.
- iii. Lowest bid among financial bid will be awarded the contract.
- iv. Proposals of bidders would be evaluated as per Technical Evaluation Criteria and financial evaluation criteria. Agencies / firms should clearly indicate, giving explicit supporting documentary evidence, with respect to the above, in absence of which their proposals will be rejected summarily at the qualification stage itself.
- v. The submission of tender fees & EMD is mandatory for all interested bidders & is applicable for units covered under MSMEs.

5.2. Prequalification Evaluation

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

Sr. No.	Basic Requirements	Specific Requirements	Documents/Information to be provided in the submitted proposal
1	Legal Entity	The Company should be incorporated under Indian Companies Act 1956 or any other legal entity registered in India. The firm/company must have been registered for a minimum period of five years ending with 31 st March 2019.	Certificate of incorporation
			Registration Certificate
			PAN Copy
			IT Returns for the last 3 consecutive financial year i.e. last three financial Years (FY 2016-17, FY 2017-18 and FY 2018-19)
			Service Tax Registration certificate/GSTIN
			GST Registration Copy
2	Geographical Presence	The bidder must have its office located in Odisha.	EPF/ESI Registration Certificate
			Address Proof (No such undertaking shall be considered)
3	Blacklisting	The Company/Agency should not have been blacklisted by the Government or Government Entity in the last 3 years ending with 31 st March 2019 & till the date of submission of the Bid.	The organization will have to submit an Affidavit (Court affidavit on original stamp paper of relevant value) with following clauses:-
			1. It has not been blacklisted by any Government Organization
			2. The organization does not have any legal suit / criminal case pending against it for violation of PF /ESI/MW Act or any other law. Self declaration by the bidder in Letter Head.
4	Annual Turnover	The company/Agency must have an average annual turnover of Rs 50 Lakhs in last three years.	Audited Balance of last three financial Years (FY 2016-17, FY 2017-18 and FY 2018-19).
			The bidder should submit the Chartered Accountant certificate specifically on the average annual turnover as per annexure 10.6.
5	Technical Capability	The Service Provider Agency should have experience of five years' in providing manpower to Government Departments, Public Sector Undertakings etc. for which the required experience certificates are to be enclosed.	Year wise Work Order + Work Completion Certificates of the bidder (List to be Prepared in one sheet and submitted)

Sr. No.	Basic Requirements	Specific Requirements	Documents/Information to be provided in the submitted proposal
6	Manpower Strength	<p>The bidder should have experience in supplying similar type of professional manpower in Govt. Sector/ PSU/ Govt. Institutes, with at least 25 numbers of similar Manpower on its roll to be eligible to bid in LAST FIVE Financial years. The list should be exclusive of security guards (if any) engaged by the bidder.</p> <p>The List has to be given in table format as per Annexure-10.3. Similar manpower means the manpower with remuneration over & above the remuneration prescribed in this RFP.</p>	Self-Certification in Excel format (In Company Letter PAD) by the authorized signatory with clear declaration of staff The bidder has to submit EPF/ESI/Employee ID/Bank account detail. This is to be given by bidders for evaluation at pre-qualification stage.
7	Fees	<p>The Bidder must have submitted Rs. 5,000/- (Rupees Five Thousand Only) towards the cost of the Tender Document.</p> <p>The Bidder must have furnished the EMD of Rs 2.00 Lakh (Rupees Two Lakh only).</p>	DD from a scheduled bank/ Nationalized Bank payable at Bhubaneswar.

5.3. Technical Evaluation

The proposals submitted by the prime bidder will be evaluated on three broad parameters as described in the table below. The bidder must get at least 70% of the maximum possible score i.e out of total @100 marks, in the technical section in order to qualify for opening of the commercial/financial evaluation.

Technical Bid Evaluation Sheet

Serial No	Criteria	Sub-Criteria	Basis of Evaluation	Maximum Marks	Supporting doc
1	Relevant experience in engagement of similar manpower in Govt. Sector/ PSU/ Govt. Institutes.	Experience in supplying similar type of professional manpower in Govt. Sector/ PSU/ Govt. Institutes. The work order should have been issued in last 5 years, as on 1 st January, 2020. The list of manpower should be in tally with the work	<p>Number of manpower engaged with payment of remuneration over & above Rs.35000/- per month = 3 Marks for each manpower</p> <p>Number of manpower engaged with payment of remuneration over & above Rs.25000/- per month = 2 Marks for</p>	40	Work Order + Project Completion Certificate from the Client.

Serial No	Criteria	Sub-Criteria	Basis of Evaluation	Maximum Marks	Supporting doc
		order/work experience certificate and should be given with their EPF numbers. The list should be exclusive of security guards (if any) engaged by the bidder. List to be given in table format as per Annexure-10.3. Over & above 25 numbers of similar Manpower.	<p>each manpower</p> <p>Number of manpower engaged with payment of remuneration over & above Rs.12000/- per month = 1 Mark for each manpower</p> <p>Cap of max 40 marks.</p> <p>Note- The marks to be multiplied with number of Manpower engaged.</p>		
3	Average Annual Turnover of the Bidding Company	Average Annual Turnover of the last three Financial Year i.e FY-2016-17,2017-18 & FY-2018-19 (Minimum of Rs.50 Lakhs as pre-qualification Criteria) Certificate to be given as per Annexure-10.6 format.	<p>More Than 50 Lakhs less Than equal to 60 Lakhs - 10Marks</p> <p>More Than 61 Lakhs Less Than equal to 70 Lakhs - 20 Marks</p> <p>More Than 71 Lakhs- 30 Marks</p> <p>Cap of max 30 marks.</p>	30	The bidder should submit the Chartered Accountant certificate specifically on the average annual turnover.
4	Proposed Methodology and Team Structure	<p>1. Approach and methodology for resource management and</p> <p>2.Feedback mechanism</p> <p>3. Number of similar manpower available with the firm .</p>	<p>Qualitative assessment based on</p> <p>1. Team structure & availability of personnel and reporting mechanism- 10marks</p> <p>2. Risk mitigation (contingency plan) and exception handling- 10 marks</p> <p>3. Bidders (if Any) having experience in the same Manpower project earlier- 5marks</p> <p>3. SLA management- 5 marks</p>	30	
Grant Total of Marks				100	

6. FINANCIAL BID

6.1. Financial Proposal (Overall Cost)

The following tables should be used to quote the cost supply of manpower for performing and managing day to day activities at the office of the SICA per month which shall be inclusive of all cost i.e. manpower & service charges etc. **The least unit cost quoted (i.e. Cost of unique service Charge per manpower quoted) by the bidder shall be treated as L1 bidder for that particular unit.** In case of any differential tax structure the rate per unit (exclusive of tax) of a particular unit shall be taken in to consideration for selection of L1 bidder. In case any increase or decrease in units shall be rated as proportionately on the basis of L1 rate.

Commercial Bid Format

Manpower Type	Number of Manpower as per Annexure-10.3	Consolidated Monthly Remuneration in Rs.	Monthly Rate per person		
			Floor rate of service charges i.e. Rs.200/-		
			Service Charge per Manpower per month In Rs.	GST@__%	Total Amount Inclusive of GST In Rs.
A	B	C	D	E=D*GST	F=D+E
Project Coordinator	1	Rs.35000			
Assistant Coordinator (Training & Research)	2	Rs.25000			
Assistant Coordinator (Fin. & Admin)	1	Rs.25000			
Office Attendant	1	Rs.12000			

NB:- The service Charge quoted per Manpower per month in figure Rupees_____.

- The Column "C" shows fixed monthly remuneration as approved by SICA. Hence the bidder shall not make any change in the approved rate column.
- The Bidder has to quote uniform rate of "Service Charge per Manpower" at column No. "D" for all categories of manpower i.e. the bidder has to quote single rate for service charge per manpower.
- The bidder shall quote a workable rate for service charges not less than the floor rate i.e. **Rs 200/- (Rupees Two Hundred)**. Also the rate should not be quoted by the bidder in any decimal point or in paisa.
- The service charges shall be paid in multiple of number of manpower to be engaged with the L1 approved unit rate
- The consolidated remuneration as given in Column 'C' shall be **Inclusive of Employer Share of EPF/ESI (i.e. The employer's share of EPF@12% / ESI@3.25%)**. The administrative charges shall be borne by the service provider & will be reimbursed as per actual payment later on.
- The employee's share of EPF@12%/ESI@1.75% may be deducted from the monthly payment to staffs proportionately.
- In case of any enhancement of wages by SICA during the tenure of the contract, the enhanced rate shall be paid to these Manpower by the service provider from the effective date and the same shall be recouped by the SICA.
- There will be no enhancement in rates of Service Charges other than the manpower cost during the tenure of the contract or in any extended period of contract, if required.

- i) The Manpower cost shall be paid monthly basis, on actual days of working as per the work certificate. No overtime charges will be entertained.
- j) The bank account transfer copy for payment to these Manpower deployed need to be submitted.
- k) The payment shall be made on conclusion of the calendar month only on the basis of number of working days for which duty has been performed by each manpower.
- l) No TA/DA shall be either quoted/paid over & above the amount mentioned above.

Date:

Place:

Signature of authorized person

Full Name:

Seal:

6.2 Financial evaluation

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

- a) Only fixed price financial bids indicating total price for all the deliverables and services specified in the RFP will be considered.
- b) The bid price should include all taxes and levies and should be expressed in Indian rupees.
- c) The Bid Price should include cost of deployment for Supply of Manpower for performing and managing day to day activities at SICA.
- d) Any conditional bid will not be accepted.
- e) Lowest bid among financial bid will win the bid.
- f) In case of discrepancies between unit price & total price, the total price will be calculated on the basis of unit price.
- g) In case of a tie, the bidder with higher technical score will be awarded the contract.
- h) The bidder needs to reflect the Cost and Tax figure separately in the commercial bid. In case of differential tax structure, the cost figure exclusive of Tax shall be taken into account for evaluation of lowest bid.

7. Award of contract

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

The SICA reserves the right to accept or reject any proposal, and to annul the tendering process / public procurement process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for GoO action.

7.2. Notification of Award

- a) SICA will notify the successful bidder within 180 days of receiving proposals in writing or by fax or email. In case the tendering process is not completed within the stipulated period, SICA., may request the bidders to extend the validity period of the bid beyond 180 days.
- b) The notification of award will constitute the formation of the contract. Upon the successful bidder's furnishing of performance security, SICA will notify each unsuccessful bidder and return their EMD.

7.3 Contract Finalization and Award

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

7.4 Performance Security

The selected bidder would be required to provide a Performance Security either in form of Demand Draft from any Nationalised Bank or in form of Performance Bank Guarantee from any Nationalised Bank, within 15 days from the notification of award, for a value equivalent to @10% of the total work order. The performance security should be valid for a period of 60 days beyond the period of contractual obligations (including warranty period). The selected bidder shall be responsible for extending the validity date of the performance security as and when it is due on account of non-completion of the project and warranty period. In case the selected bidder fails to submit performance security within the stipulated time, the SICA at its discretion may cancel the order placed on the selected bidder without giving any notice. The SICA shall invoke the performance security in case the selected vendor fails to discharge their contractual obligations during the period or GoO incurs any loss due to vendor's negligence in carrying out the project as per the agreed terms and conditions.

MSME units applying for the bid and if awarded for the bid after due selection, have to deposit the performance security deposit within the time schedule.

7.5 Signing of Contract

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

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

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

7.7 Dispute Resolution Mechanism

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

- a) The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within **seven (7) days** of receipt of the notice.
- b) The matter will be referred for negotiation between SICA and the Authorized Official of the Bidder. The matter shall then be resolved between them and the agreed course of action documented within a further period of **15 days**.
- c) In case it is not resolved between SICA and the bidder, it will be referred to the Commissioner-cum-Secretary, FS & CW Department for negotiation and his decision will be final and binding on both the parties.

7.8 Notices

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

8. Payment Schedule

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

8.1 Terms & Conditions

- a) The payment shall be released on monthly basis i.e. within 15 days of completion of each month.
- b) The invoice shall be considered for sanction while payment proportionately on the basis of actual work certificate & actual date of functioning various level.
- c) The invoice for payment shall be submitted along with all such supporting documents as will be required during the release of payment. The EPF/ESIC of the vendor's employees for this project would be mandatory and payment to be done through bank account.
- d) In case of reduced services/quantities, the invoice shall be raised based on actual.

- e) The Tax shall be paid on actual prevailing rate at the time of release of payment (on actual bill amount only) as per the prevailing rate as per Income Tax Act.
- f) Each such supporting document as will be needed to substantiate the expenditure incurred shall be submitted along with the invoice copy.
- g) The proof copy of the depositing the tax amount along with periodic filing statement copy of the taxes raised in the invoice shall be submitted by the contract holder.
- h) TDS shall be applicable at the prevailing rate as per the Income Tax Act at time of release of actual payment.
- i) It is required to ensure that all deliverables are of high quality and have undergone sufficient internal review process before being shared with the department. Any risks, dependencies, limitations, additions, deletions etc. shall be flagged at least 10 days in advance to the OIC, SICA to ensure necessary mitigation action.

9. Financial Requirements of BID

- a) The Earnest Money Deposit in respect of the agencies which do not qualify the Technical Bid (First Stage) / Financial Bid (Second competitive stage) shall be returned to them without any interest. In case of successful tenderer, if the agency fails to deploy the required manpower and hardware against the initial requirement within 15 days from date of placing the work order the EMD shall stand forfeited without giving any further notice.
- b) The successful Tenderer will have to deposit a Performance Security Deposit of @10% of the Work Order Value either in form of Demand Draft from any Nationalised Bank or in form of Performance Bank Guarantee from any Nationalised Bank drawn in favour SICA covering the period of contract. In case, the contract is further extended beyond the initial period, the performance security will have to be accordingly renewed by the successful tenders. The amount of performance security deposit is to be determined by the Authority taking into account the contractual obligation of the vendor.
- c) In case of breach of any terms and conditions, the Performance Security Deposit of the vendor shall be liable to be forfeited besides annulment of the agreement.
- d) 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.
- e) In the event of any dispute arising in respect of the clauses of the agreement the same shall be resolved through negotiation. Alternatively the dispute shall be referred to the next higher authority or controlling officer for his decision and the same shall be binding on all parties.
- f) All disputes shall be under the jurisdiction of the court at the place where the headquarters of SICA is located, i.e. Bhubaneswar. The successful bidder will enter into an agreement with SICA for supply of suitable qualified manpower as per the requirement of the SICA on above terms and conditions.

10. FORMATS FOR BID

10.1. Letter of Proposal

<Location, Date>

To:

The DCA-cum-Addl. Secretary to Govt & Vice President, SICA

Consumer Welfare Section

Food Supplies & Consumer Welfare Department, Loka Seva Bhawan

Bhubaneswar - 751001

Tel.No 0674- 2394967

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

Dear Sir/Madam,

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

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

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

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

This is to certify that _____Nos (_____In Words) of pages including the cover page have been submitted in the Technical Bid & _____Nos (details of Unit numbers to be given) of units applied in the bid.

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

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address: Location: Date:

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

Particulars	Information in detail with Supporting Documents with Page No.
Name of the Service Provider Agency	
Registration Certificate No./ Date of Registration	
Demand Draft towards cost of tender paper	
Details of Earnest Money Deposit:	
Name of Proprietor /Partner/ Director	
Full Address of Registered Office (with Pin Code, Telephone No, Mobile No, FAX No. , E-Mail Address)	
Full address of Operating Branch Office (with Pin Code, Telephone No, Mobile No, FAX No., E-Mail Address)	
Name, telephone no. / mobile No / email address of authorized officer /person to coordinate with the head office of SICA Ltd	
Banker of the Manpower Service Provider (Attach certified copy of statement of A/c for the last Three months) Address & Telephone Number of Banker :	
Attested copy of PAN Card	
Statutory Registration No. (under License & Contract Labour Act 1970 obtained from Labour Department, Government of Odisha)	
Attested copy of GST registration certificate;	
Attested copy of the E. P.F. registration letter / certificate & last updated ECR Challan Copy;	
Attested copy of the E.S.I. registration letter / certificate;	
Average Annual Turnover of the agency(Chartered Accountant Certificate Copy)	
Attested copies of the IT return filed by agency for last three financial Years (FY 2016-17, FY 2017-18 and FY 2018-19)	
Affidavit from Notary Public declaring firm is not blacklisted.	
Experience certificate if any.	
Copy of power-of-attorney in the name of the signatory of the Proposal to be submitted	
Give details of the similar contracts handled by the tendering Manpower Service Provider during the last five financial year Ending with 31.03.2019 in the following format	

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

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address: Location: Date:

10.3. Template for Manpower deployment declaration

Experience in supplying similar type of professional manpower in Govt. Sector/ PSU/ Govt. Institutes.

Sl. No.	Name of Staff with qualification and experience	Remuneration of the Staff	EPF/ESI number of the Staff	Position Assigned & Task Assigned in Govt. Sector/ PSU/ Govt. Institutes	Work Order No/ Work Experience Certificate with Page number of the bid
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					

N:B;- The work order should have been issued in last 5 years, as on 31st March 2019. The list of manpower should be in tally with the work order/work experience certificate and should be given with their EPF numbers. The list should be exclusive of security guards (if any) engaged by the bidder. Please provide a separate table for project management and services etc. The Number of manpower should be in tally with EPF record (To be checked with EPF website / Last ECR Challan Copy).

Seal & Signature of the Bidder:

Business Address:

10.3. Commercial proposal Covering letter

<Location, Date>

To:

The DCA-cum-Addl. Secretary to Govt. & Vice President, SICA

Consumer Welfare Section

Food Supplies & Consumer Welfare Department, Loka Seva Bhawan
Bhubaneswar - 751001

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

Dear Sir/Madam,

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

1. Price and Validity

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

2. Unit Rate

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

3. Deviations

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

4. Tender Pricing

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

5. Qualifying Data

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

6. Bid Price

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

7. Performance Security

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

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e., [Date].

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

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

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

Commercial Bid Format

Manpower Type	Number of Manpower as per Annexure -10.3	Fixed Monthly Remuneration in Rs.	Monthly Rate per person		
			Floor rate of service charges i.e. Rs.200/-		
			Service Charge per Manpower In Rs.	GST@__%	Total Amount Inclusive of GST In Rs.
A	B	C	D	E=D*GST	F=D+E
Project Coordinator	1	Rs.35000			
Assistant Coordinator (Training & Research)	2	Rs.25000			
Assistant Coordinator (Fin. & Admin)	1	Rs.25000			
Office Attendant	1	Rs.12000			

Thanking you,
Yours sincerely,

Authorized Signature:
Official Seal :
Name and Title of Signatory:
Name of Firm:
Address:

10.4 DECLARATION

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

Date:

Place:

Signature of authorized person

Full Name:

Seal:

Telephone No.:

Mobile No. :

E-mail id :

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

{Place}

{Date}

To,

The DCA-cum-Addl. Secretary to Govt. & Vice President, SICA

Consumer Welfare Section

Food Supplies & Consumer Welfare Department, Loka Seva Bhawan

Bhubaneswar - 751001

Tel.No 0674- 2394967

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

Subject: Declaration of not been Blacklisted (By affidavit) in response to the RFP No____

Dear Sir,

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

Place:

Date:

Bidder's Company Seal:

Authorized Signatory's Signature:

Authorized Signatory's Name and Designation:

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

(To be submitted on Firm's Letter head)

Kindly provide the following details for the Firm:

1. Name of the Firm:
2. Average annual turnover for last three Financial years i.e. 2016-17 , 2017-18 & 2018-19 from the business based on Audited Accounts (duly certified by a Chartered Accountant)

Financial Year	Audited Annual Turnover (Amount In Rs.)
1	2
FY:2016-17	
FY:2017-18	
FY: 2018-19	
Average Annual Turnover	

Average Turnover during Last 3 (three) Years Rs.....(Rupees_____)

Signature of the Chartered Accountant (Statutory Auditor):

Seal

Full Name:

Name of the CA Firm:

Membership No :

Address:

Phone No:

E-mail Id:

Note:

Consolidated Audited Annual Reports/Financial Statements for last three financial years have to be provided as proof for consulting firm's turnover. The above certificate should be obtained from the Statutory Auditor of the Company/Firm.

10.7. Performance Bank Guarantee
PERFORMANCE SECURITY:

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

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

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

And whereas we, <Name of Bank> a banking company incorporated and having its head /registered office at <Address of Registered Office> and having one of its office at <Address of Local Office> have agreed to give the supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of Rs.<Insert Value> (Rupees <Insert Value in Words> only) and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of Rs. <Insert Value> (Rupees <Insert Value in Words> only) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

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

This Guarantee shall be valid until <Insert Date>)

Notwithstanding anything contained herein:

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

II. This bank guarantee shall be valid up to <Insert Expiry Date>)

III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <Insert Expiry Date>).