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ODISHA STATE CIVIL SUPPLIES CORPORATION LTD.

(A Govt. of Odisha Undertaking)

REGISTERED OFFICE: C/2, NAYAPALLI, BHUBANESWAR-751012

CIN-U51211ORI980SGC000894

Tel No:0674-2395391, Fax No:0674-2395291 Website: www.oscsc.in

SPA-04/2022

No-

14478

Dt.

30.9.22

REQUEST FOR PROPOSAL
FOR SUPPLY OF MANPOWER FOR PERFORMING AND MANAGING DAY TO DAY ACTIVITIES
AT HO/DISTRICT/BLOCK/RRC LEVEL

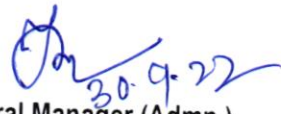
RFP NO.01/OSCSC/2022 DT.30.09.2022

Request for Proposals are invited from interested bidders being registered under Companies Act-1956 and having valid registration certificates and eligibility as per the criteria in the RFP published in the official website www.foododisha.in and www.OSCSC.in for "Supply of Manpower for performing and managing day to day Activities at HO/District/Block/RRC level", as identified by the State of Odisha. The bidders are required to submit the document Fee of Rs.5000/-(Rupees Five thousand only) (Non-refundable) by Demand Draft in favour of "Managing Director Odisha State Civil Supplies Corporation Ltd., (OSCSC)" from any of the scheduled bank/Nationalized bank payable at Bhubaneswar along with the proposal.

Last date for submission of Bids	Date 21-10-2022 at 17.00 Hours
Opening of Technical Bid	Date 25-10-2022 at 15:30 Hours at Conference Hall of OSCSC Ltd.,
Date & Time for Opening of Financial Proposals	Will be intimated later.

All submissions must be done through registered Post/Speed post only to the Office of OSCSC Ltd., OSCSC will not be responsible for delays caused by the registered post/speed-post. The authority reserves the right to cancel any or the entire tender process without assigning any reason there off.

By Order of Managing Director


General Manager (Admn.)

Memo no.

14479

Dt.

30.9.22

Copy forwarded for information and necessary action to:

1. General Manager(Admn.) I/c of IT section, OSCSC Ltd., She is requested to host the RFP in the official website of www.foododisha.in and www.OSCSC.in.
2. General Manager(Admn.) I/c of Advertisement Section, OSCSC Ltd., She is requested to publish the RFP in two leading Odia daily Newspaper and One english Newspaper for wide circulation.
3. Notice Board, OSCSC Ltd., Head office Bhubaneswar.


General Manager (Admn.)



**ODISHA STATE CIVIL SUPPLIES CORPORATION, Ltd
C/2-NAYAPALI, BHUBANESWAR**

Request for Proposal

For

Supply of Manpower

For Performing and Managing Day to Day Activities

At

HO/District/Block/RRC level

RFP No. 01/OSCSC/2022 30-09-2022

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Fact Sheet

Title of RFP	Request for Proposal For Supply of Manpower For Performing and Managing Day to Day Activities At HO/District/Block/RRC level
Publication of RFP	The RFP shall be hosted in the website www.oscsc.in & www.foododisha.in on 30-09-2022.
Eligibility of the Bidder	The bidder should be registered under appropriate authority, such as a) Companies Act 1956/2013 b) Indian Partnership Act 1932 c) Sole Proprietorship d) Societies Registration Act 1860 e) Limited Liability Partnership Act 2008 The agency must have been registered for a minimum period of five years ending with 31 st March 2022.
Tender Validity	The offer submitted by the bidders should be valid for minimum period of 180 days from the opening of commercial bid.
Tender Fees	Tender Fees of @5000/- shall be submitted in shape of Demand
Duration of the Service Period	Two Years. OSCSC reserves the right to extend the service contract for One more year by reviewing performance of the SPA.
Earnest Money Deposit (EMD)	Bid Security Declaration shall be submitted in prescribed format.
Floor rate for Service Charges	The approved floor rate of service charges is @Rs 200/- (Rupees Two Hundred) per manpower per month.
Method of Selection	1. The bidder must have minimum pre-qualification criteria as detailed in the RFP. 2. The Bidder with technical score 60 & above shall be qualified & will be eligible for evaluation of Financial bid. 3. Lowest bid among all the financial bids will be awarded the contract
Address for sending the Bid	Managing Director, Odisha State Civil Supplies Corporation Limited (OSCSC), Head Office, C/2 Nayapalli, Bhubaneswar – 751012, EPBX -(0674) 2395391/2394956, Fax - (0674) 2395291/2390199 Email: mdoscsc@gmail.com (through Speed post/Registered Post only).

Section-I: Objective of the RFP

Odisha State Civil Supplies Corporation (OSCSC), a company incorporated under section 25 of the Companies Act, has decided to engage the services and support of eligible Service providing agency in the process of Human Resource Recruitment for OSCSC.

Statement of Purpose: Odisha State Civil Supplies Corporation (OSCSC) as a Company, requires engagement of eligible, reputed and qualified organisations to facilitate and support the selection and the recruitment process for the following categories of posts in Group C i.e. Assistant Programmer, Junior Accountant, Data Entry Operator, Security Guard (Armed & Non-Armed), Sweeper, Electrician, Dusting Operator, Peon, Mechanic as MFPS etc. The prime responsibility of the selected agency/agencies will be to undertake appropriate and necessary actions in furtherance of the same.

OSCSC Ltd. invites sealed tenders from reputed and bonafied firms / agencies / service providers to provide support staff. The support staff will be engaged in the head office/District/Block/RRC level of OSCSC Ltd.

Section-II: Scope of work & Timeline of the Bid

- 1. Invitation for Bid:** Sealed Request for Proposals are invited from eligible, reputed and qualified organisations 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. Limitation for Bidding:** For deployment of manpower by the vendor, all the 30 districts are divided into 10 units and each unit would consist of three districts and the head office is listed as a separate unit. A bidder can take up work in **minimum of two units and maximum of four units**. Commercial proposal should be submitted on the basis of category of manpower. **The bid applied by any bidder for less than two units or more than four units shall be summarily rejected.**
- 3. Division of Units of District:** The number of units applied for by the bidder, is required to be indicated in the Technical Bid document. The details of combination of Districts in a unit are given below.

UNITS	DISTRICTS		
	District-1-Northern	District-2-Central	District-3-Southern
Unit-1	Sonepur	Mayurbhanj	Boudh
Unit-2	Balangir	Jajpur	Gajapati
Unit-3	Jharsuguda	Balasore	Rayagada
Unit-4	Sambalpur	Bhadrak	Kalahandi
Unit-5	Bargarh	Jagatsinghpur	Nawrangpur
Unit-6	Deogarh	Nayagarh	Ganjam
Unit-7	Angul	Cuttack	Nuapada
Unit-8	Dhenkanal	Khurda	Koraput
Unit-9	Sundergarh	Kendrapada	Kandhamal
Unit-10	Keonjhar	Puri	Malkangiri
Unit- 11	Head Office (Orissa State Civil Supplies Corporation Ltd.)		

The Selected Bidder would commence operations in allotted units of the districts. In response to this RFP, the bidders have to bid for the units of the districts/HO. Allocation of units would be done with minimum of two units and maximum of four units per bidder, where each unit would have 3 districts, please refer Annexure for the information of districts, blocks along with total number of supply of manpower for performing and managing day to day activities at HO/District/Block/RRC level.

4. Time Line of the Bid :

SI No.	Information	Details
1	Date for Publication of RFP	Date 30/09/2022
2	Submission of Pre-Bid Query	The Bidders will submit their Pre-Bid queries by email on or before the date 07.10.2022.
3	Last date (deadline) for submission of bids	Date 21/10/2022 at 17 hour
4	Opening of Pre-Qualification-cum- Technical Bid & Technical Bid Presentation by the Bidders	Date 25/10/2022 at 15:30 Hours at Conference Hall of OSCSC Ltd.
5	Time and Date of opening of Financial proposals.	Date 29/10/2022 at 1530 Hours at Conference Hall of OSCSC Ltd. In case of any change in date schedule, necessary communication shall be issued by mail to those bidders, who qualify in the Technical bid.

Section-III: Schedule of Requirement

1. The different categories of personnel required to be deployed on outsourcing basis are listed below.

SI No.	Category of Post	No of Manpower Required at Head Office	No of Manpower Required at District Level	Total No of Manpower Required
A	B	C	D	E=C+D
01	Assistant Programmer	1	30	31
02	Data Entry Operator(DEO)	27	26	53
03	DEO(P-Pass)	0	61	61
04	Sweeper	5	68	73
05	S.G+W.M	26	174	200
06	Dusting Operator	0	57	57
07	Peon	13	30	43
08	Junior Accountant	1	44	45
09	Electrician	2	0	2
10	Mechanic at MFPS	0	1	1
11	Junior Engineer	1	0	1
	Total	76	491	567

2. Educational Qualification and Description of duty for the above listed required categories of personnel is given below:

Sl. No.	Category of Personnel	Educational Qualification	Brief description of duties *	Place of working
1	Assistant Programmer	M.Sc. (Computer Science) / M.Sc. (IT) / MCA / M.Tech (Computer Science) / B.Tech(IT) / B.E/ B.Tech (Computer Science / B.E(IT) degree from a recognized university. With minimum one year post qualification experience.	Matter related to online data entry	District/Head office
2	Data Entry Operator	Graduate in any stream with DCA/PGDCA. With minimum one year post qualification experience.	Data entry work	District/Head office
3	Data Entry Operator(P-Pass)	Graduate in any stream with DCA/PGDCA. With minimum one year post qualification experience.	Data entry work	District/Head office
4	Sweeper	7 th Class	Sweeping & cleaning work	District/Head office
5	Security Guard (Armed & Non-Armed)	7 th Class	Watch & ward duty.	District/Head office
6	Dusting Operator	7 th Class	Cleaning activity at RRC	District/Head office
7	Peon	7 th Class	Assisting in Day-to-Day assigned official duty	District Office
8	Junior Accountant	B. Com with DCA, With minimum one year post qualification experience.	To deal accounts matter	District/Head office
09	Electrician	ITI Pass in Electrical, With minimum one-year post qualification experience.	Matter related to electric work of the	Head office
10	Mechanic at MFPS	ITI Pass in Electrical/Fitter	Maintenance of Gas cylinder / other	District office

3. **Typing Test in English(MS Word) for Data Entry Operator:** DEO should have possessed a minimum speed of 20 (Twenty) words per minute in Oriya Typewriting, 40 (Forty) words per minute in English Typewriting with mistakes not exceeding 1&1/2% per cent. The Typing speed for word processing (Alfa Numeric) in English is 40 (Forty) per minute & the typing speed for word processing (Alfa Numeric) in Oriya is 20 (Twenty) words per minute respectively.
4. **Age Limit:** The minimum age shall be 21(Twenty-one) years as on date 01.01.2022. The maximum age limit shall be 59(Fifty-nine). The selection & deployment of above indicated posts shall be guided by OSCSC.

Section-IV: Instruction to the Bidder

1. General Instructions to the Bidders

- a) While every effort has been made to provide comprehensive and accurate

background information and requirements and specifications for participating in the RFP process, Bidders must form their own conclusions about the solutions needed to meet the requirements. Bidders and recipients of this RFP may consult their own legal advisers with regard to this RFP.

- b) All information supplied by Bidders will be treated as contractually binding on the Bidders, on successful award of the assignment by OSCSC Ltd. 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 OSCSC Ltd. Any notification of preferred bidder status by OSCSC Ltd. shall not give rise to any enforceable rights by the Bidder. OSCSC may cancel this public bid process at any time prior to a formal written contract being executed by or on behalf of OSCSC Ltd.
- d) This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.

2. Compliant Proposals /Completeness of Response

- a) 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.
- b) Failure to comply with the requirements set out in this RFP may render the Proposal non-compliant and the Proposal may be rejected. Bidders must:
 - i) Include all documentation specified in this RFP;
 - ii) Follow the format of this RFP and respond to each element in the order as set out in this RFP;
 - iii) Comply with all requirements as set out within this RFP.

3. Pre-Bid Meeting & Clarifications

- a) The Bidders will submit their Pre-Bid queries(if any) by email to gmadoscsc@gmail.com within the scheduled date & time i.e. on or before the date 07.10.2022. Accordingly, response to the pre-bid queries will be replied by a return mail. The pre-bid query received after the scheduled date shall not be entertained.
- b) The queries should necessarily be submitted in the following format (Soft copy in MS Word or MS Excel file to be attached):

SI No	RFP document reference(s) (Selection & Page Number(s)	Content of RFP requiring clarification(s)	Points of clarification

- c) OSCSC Ltd. shall not be responsible for ensuring receipt of the bidders' queries. Any requests for clarifications post the indicated date and time may not be



entertained by OSCSC Ltd.

- d) The Nodal Officer notified by the OSCSC Ltd. will endeavor to provide timely response to all queries. However, OSCSC Ltd. neither makes representation or guarantee as to the completeness or accuracy of any response made in good faith, nor does OSCSC Ltd. undertake to answer all the queries that have been posed by the bidders. OSCSC Ltd. also does not guarantee that the suggestion (s) made by any prospective bidder through pre-bid query or otherwise shall be accepted
 - e) At any time prior to the last date for receipt of bids, OSCSC Ltd. may, for any reason, whether on its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum.
 - i. The Corrigendum (if any) will be posted in the website.
 - ii. Any such corrigendum shall be deemed to be incorporated into this RFP.
 - iii. In order to provide prospective Bidders reasonable time for taking the corrigendum into account, OSCSC Ltd. may, at its discretion, extend the last date for the receipt of proposals through publication in website
4. **RFP Document Fee:** The RFP document can be downloaded from the website. The bidders are required to submit the Tender Fee of Rs. 5,000 (Rupees five thousand) only through Demand Draft from any scheduled bank in favour of '**Managing Director, Odisha State Civil Supplies Corporation Ltd.**' payable at Bhubaneswar. Proposals received without or with inadequate tender fee shall be rejected.

5. Bid Security Declaration

Considering the difficulties faced by the vendors and to facilitate competition in wake of slowdown of the economy due to Covid-19 pandemic, it is hereby decided as per Finance Department Notification No. **8484/FD, dated 05/04/2022** that no provisions regarding Bid Security should be kept in the Bid Documents and only provision for **Bid Security Declaration** should be kept.

The bidder needs to submit the Bid Security Declaration in the specified format. If the bidders withdraw or modify their bids during period of validity, the participating bidder shall be suspended for a specific period as will be decided by OSCSC.

6. Proposal Preparation Costs

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 OSCSC Ltd. to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process.

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

7. 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.



8. Venue & Deadline for Submission of Proposals

Proposals, in its complete form in all respects as specified in the RFP, must be submitted through Speed Post/Registered Post only, super scribing <title of RFP & RFP Number> on the cover of the envelope, address to **Managing Director, Odisha State Civil Supplies Corporation Ltd., C/2, Nayapalli, Bhubaneswar-751012**, within the scheduled date & time. Bids received after the scheduled date & time for submission shall not be accepted and shall be returned as un-opened. OSCSC shall not be held responsible for any postal delay for receipt of any bid. Bids received other than the Speed post/registered post shall be rejected.

9. Submission of Proposals

- a. The bidders should submit their responses as per the format given in this RFP in the following manner:
 - i. Pre-Qualification-cum- Technical Proposal Criterion - first cover
 - ii. Commercial Proposal - second cover
- b. The envelope containing the above two sealed covers shall be properly sealed with superscription of the <name of the RFP> with <RFP number> on its cover page.
- c. Please Note that Prices should not be indicated in the Pre-Qualification Proposal or Technical Proposal but should only be indicated in the Commercial Proposal.
- d. All the pages of the proposal must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid. The entire bid proposal should be properly bounded (preferably spiral binding) and no loose sheet shall be left inside the bid without any page number.
- e. The 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.
- f. All pages of the bid shall be initialled and stamped by the authorized person or persons who sign the bid.

10. Late Bids

- a) Interested Bidder needs to submit the bids within the scheduled date & time for submission of bids. Bidder need to plan well in advance to submit the bids in due time.
- b) The bids submitted physically or by telex/telegram/fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter.
- c) OSCSC Ltd. shall not be responsible for non-submission/delay in submission of bids due to any technical glitches. It is the responsibility of the bidder to ensure submission of bid much prior to the deadline and report the issues (If any) in the help desk for resolution, so as to avoid last minute rush.
- d) OSCSC Ltd. reserves the right to modify and amend any of the above-stipulated condition/criterion depending upon project priorities vis-à-vis urgent commitments.

11. Tender Opening

Bids shall be opened in the office of the **Managing Director, Odisha State Civil Supplies Corporation Limited, C/2, Nayapalli, Bhubaneswar, Odisha, Pin Code - 751012**. The proposals submitted within the scheduled date & time, will be opened by Proposal Evaluation Committee. The representatives of the bidders, who wish to be present at the time of opening, shall submit their email request to enclosing the identity card or a letter of authority from the tendering firms to be identified as bona-fide for attending the opening of the proposal.

12. **Tender Validity:** The offer submitted by the bidders should be valid for minimum period of 180 days from the opening of commercial bid. However, validity of the price bid of selected bidder will be for entire contract period including extension period as mentioned in the RFP.

13. Right to Terminate the Process

- a) OSCSC Ltd. may terminate the RFP process at any time and without assigning any reason thereof. OSCSC Ltd. 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 OSCSC Ltd. The bidder's participation in this process may result in OSCSC Ltd. selecting the bidder to engage towards execution of the contract.

Section-V: Pre-Qualification of the Bidder

1. Prequalification Evaluation

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

Sr. No.	Basic Requirements	Specific Requirements	Documents/Information to be provided in the submitted proposal
1	Legal Entity	The bidder should be registered under appropriate authority, such as f) Companies Act 1956/2013 g) Indian Partnership Act h) Sole Proprietorship i) Societies Registration Act 1860 j) Limited Liability Partnership Act 2008 The agency must have been registered for a minimum period of five years ending with 31 st March 2022.	Statutory document like Certificate of Incorporation/Registration
2	Technical Capability	The Service Provider Agency should have experience of five years in providing similar manpower services to any central Government/ state Government or any public sector under takings etc.	Year wise Work Order + Work Completion Certificates from the previous authorities (List to be Prepared in one sheet and submitted)

Sr. No.	Basic Requirements	Specific Requirements	Documents/Information to be provided in the submitted proposal
		for which the required experience certificates are to be enclosed.	
3	Manpower Strength	The agency should have at least 50 numbers of Manpower on its roll to be eligible to bid in the Project. Note: For bidding of each unit minimum of 50 numbers are required. In case the bidder is bidding for more units, the declared manpower should be in multiples thereof (i.e. the bidder must have 100 Nos of manpower for applying minimum two units).	Self-Certification in prescribed format (In Company Letter PAD) by the authorized signatory with project/institution wise number of manpower engaged. This is to be given by bidders for evaluation at pre-qualification stage.
4	Average Annual Turnover	The agency must have an average annual turnover of Rs 1 Crore in last five consecutive financial years ending with 31 st March 2021. In case the bidder is bidding for more number of units, the annual turnover will be in multiples thereof.	Audited Balance of the last five consecutive financial years (i.e. FY-2016-17, FY-2017-18, FY 2018-19, FY 2019-20 and FY 2020-21). The bidder should submit the Chartered Accountant certificate specifically on the average annual turnover.
5	Blacklisting	The agency should not have been blacklisted by any central Government/ state Government or any public sector under takings in the last five consecutive financial years ending with 31 st March 2022. Also, the agency should not have been blacklisted currently i.e. till the date of submission of the Bid.	On the Stamp Paper of Rs.10.00 in shape of affidavit from the Notary regarding non-blacklisting.
6	Pending Judicial Proceeding	Must not have any pending judicial proceedings for any criminal offence against the proprietor/ Director/ Persons to be deployed by the Service provider	An undertaking to this effect should be submitted by the bidder as per the prescribed procedure and format.
7	Statutory Documents	Other Statutory documents to be submitted as part of the technical Bid	a) PAN b) IT Returns for the of the last five consecutive financial years (i.e. FY-2016-17, FY-2017-18, FY 2018-19, FY 2019-20 and FY 2020-21) c) Statutory Registration No. under Contract Labour (Regulations and Abolition) Act, 1970 (as amended from time-to-time) d) EPF Registration Certificate e) ESI Registration Certificate f) GST Registration Copy

Sr. No.	Basic Requirements	Specific Requirements	Documents/Information to be provided in the submitted proposal
8	Registered Address	The Bidder must have its registered office in Odisha, atleast for a period of last three years from the date of publication of the tender.	The bidder should submit address proof or rent agreement or any statutory document in proof of registered office address.
9	Tender Fees & EMD (Bid Security Declaration)	The Bidder must have submitted Rs. 5,000/- (Rupees five Thousand Only) towards the cost of the Tender Document. The Bidder must have furnished the Bid Security Declaration lieu of EMD.	The bidder is required to submit the tender fees in shape of Demand draft & the Bid security declaration.
10	Power of Attorney	The bidder should submit its power of attorney or letter of authorization for signing the Bid Document	Copy of Power of Attorney or copy of Authorization letter

Section-VI: Tender Evaluation (Technical Bid & Financial Bid)

1. Evaluation Process

- OSCSC will constitute a Proposal Evaluation Committee to evaluate the responses of the bidders.
- The Proposal Evaluation Committee constituted by OSCSC shall evaluate the responses to the RFP and all supporting documents/ documentary evidences. Inability to submit requisite supporting documents/documentary evidences, may lead to rejection of the bid.
- 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, if required.
- Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.

- Bid Scrutiny:** Initial Bid scrutiny will be held and incomplete details as given below will be treated as non-responsive if Proposals:
 - are not submitted as specified in the RFP document;
 - received without the Letter of Authorization (Power of Attorney);
 - are found with suppression of details;
 - with incomplete information, subjective, conditional offers and partial offers submitted;
 - submitted without the documents requested in the checklist with lesser validity period.

3. **All responsive Bids will be considered for further processing as below:** OSCSC will prepare a list of responsive bidders, who comply with all the Terms and Conditions of the Tender. All eligible bids will be considered for further evaluation by a committee according to the evaluation process defined in this RFP document. The decision of the Committee will be final in this regard.
4. **Tender Evaluation:** All responsive bids will be considered for further processing as per the steps given below.
- 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.
 - The technical score of all the bidders would be calculated as per the criteria mentioned below. All the bidders who achieve at least 60 marks in the technical evaluation would be eligible for Financial Bid opening and comparison.
 - Lowest bid among financial bid will be awarded the contract.
 - In case there is a tie in financial bid rate quoted by two or more bidders, then the technical bid score shall be the parameter for selection of bidder i.e the bidder with highest technical score shall be preferred for the allotment of units of the districts quoted for and so on.
 - 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.
 - The submission of tender fees & Bid security declaration is mandatory for all interested bidders & is applicable for units covered under MSMEs.
5. **Technical Evaluation:** The proposals submitted by the prime bidder will be evaluated on three broad parameters as described in the table below. The bidder must get at least 60 marks 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

Sl No	Technical Parameters	Max Score	Supporting Documents
1	Years of Experience as similar service providing agency in any central Government/ state Government or any public sector under takings etc. <ul style="list-style-type: none"> ▪ =5 years: 5 marks ▪ > 5years and < 10 years: 10 marks ▪ >= 10 years: 20 marks 	20	Copy of Work order / Contract and Copy of performance letter/ progress report Project completion certificate from previous authorities.
2	Number of Manpower in its pay-roll/ EPF record, deployed in similar type of project in any central Government/ state Government or any public sector under takings etc. <ul style="list-style-type: none"> ▪ =50 Manpower: 5 marks ▪ > 50 and < 100: 10marks ▪ >= 100: 20 marks 	20	The bidder is required to submit self certified project wise manpower engaged in the prescribed format and to attach Self-certified copy of the latest EPF combined challan cum return (i.e. EPF copy of any of the latest three months out of

SI No	Technical Parameters	Max Score	Supporting Documents
			June-22 to August-22) along details of subscribers in the of Odisha.
3	Average Annual Turnover during of the last five consecutive financial years (i.e. FY-2016-17, FY-2017-18, FY 2018-19, FY 2019-20 and FY 2020-21) <ul style="list-style-type: none"> ▪ =One Crore: 5 marks ▪ > One Crore and < Two Crore: 10marks ▪ >= Two Crore: 20 marks 	20	The bidder should submit the Chartered Accountant certificate specifically on the average annual turnover in the prescribed format.
4	Proposed Methodology and Team Structure Qualitative assessment based on 1. Team structure & availability of personnel and reporting mechanism- 15marks 2. Risk mitigation (contingency plan) and exception handling- 10 marks 4. Understanding of all the terms & conditions of RFP & SLA Management- 15marks	40	Hard copy of Presentation shall be inserted in the Technical Bid Document. The soft copy shall be carried by the authorized person in pen drive for presentation during technical bid opening meeting. The bidder shall give a detail presentation before the technical committee.
	Total Marks	100	

Section-VII: Award of Contract

- 1. Right to accept any proposal and to reject Any or all Proposal(s):** The OSCSC Ltd 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.
- 2. Notification of Award:** OSCSC Ltd 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, OSCSC Ltd., may request the bidders to extend the validity period of the bid beyond 180 days. The notification of award will constitute the formation of the contract. Upon the successful bidder's furnishing of performance security, OSCSC Ltd will notify each unsuccessful bidder and return their EMD.
- 3. Contract Finalization and Award:** OSCSC Ltd. 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. OSCSC Ltd. 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. OSCSC Ltd. 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.

4. **Duration of Service Contract Period & Performance Indicator:** The duration of the service contract period will be for two years. In case of any exigencies, OSCSC may enhance the duration of such contract period. OSCSC will review (quarterly) the performance of the SPA from time to time. Depending upon the outcomes of such review of the performance of SPA, OSCSC reserves the right to terminate the contract period with any SPA at any point of time, which may further lead to debarring SPA to participate in any tender/blacklisting any SPA for a period of three years. The core performance indicators will be as follows:
- Timely deployment of required manpower at the desired location and replacement manpower(if any) during exigencies;
 - Timely payment of wages to the manpower;
 - Fulfilment of statutory obligations like EPF, ESI and other provisions of labour Act;
 - Non involvement in any Fraud & Corrupt practices during the contract period.
 - Fulfilment of other terms & conditions as defined in RFP.
5. **Signing of Contract:** After OSCSC Ltd 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 OSCSC Ltd and the successful bidder. The general terms of contract are given below:
- The contract shall commence from the date of execution of agreement and shall continue for two year as the case may be unless it is curtailed or terminated by the authority owing to deficiency in service, sub-standard quality of manpower deployed, breach of any conditions of contract etc or change in requirements.
 - The Agreement shall automatically expire on completion of agreement period unless it is extended for further period by mutual consent of the Service Provider Agency/Agencies and the Authority will automatically terminate after three years.
 - The Agreement may be extended, on the same terms and conditions or with some additions / deletions / modifications, for a further specific period as will be mutually agreed upon by the Service Provider Agency/Agencies and the Authority.
 - The Authority reserves the right to terminate the Agreement during initial period by issuing prior notice of 15 days to the Service Provider Agency.
 - The 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.

Section-VIII: Financial Implication & Payment Schedule

1. Performance Guarantee

- The selected bidder will submit a Performance Guarantee, within 15 days from the date of notification of award.
- Performance Guarantee (PBG) would be @3% of the work order cost (Finance Department Notification No. 8475/FD, dated 05/04/2022). The PBG shall be prepared in favour of **Managing Director, Odisha State Civil Supplies Corporation, Ltd., C/2, Nayapalli, Bhubaneswar, Pin-751012, Odisha, payable at Bhubaneswar.**
- Validity of each PBG should be 60 days beyond the contract period.
- The selected bidder shall be responsible for extending the validity date and claim period of the PBG as and when it is due on account of non-completion of the service

during the work order period.

- e) In case the selected bidder fails to submit PBG within the time stipulated, OSCSC at its discretion may cancel the order placed on the selected bidder and/or initiate action as per Bid security declaration, after giving prior written notice to rectify the same.
- f) OSCSC shall invoke the PBG in case the selected bidder fails to discharge their contractual obligations during the period or OSCSC incurs any damages due to bidder's negligence in carrying out the project implementation as per the agreed terms & conditions.
- g) The PBG will be refunded to the SPA after successful compilation of contract period and successful exit management.

2. Payment Schedule:

- a) It is the responsibility of the SPA to release the wages to the manpower deployed at different location latest by **5th of the succeeding month**. In case of any delay in payment of such wages, penalty as deemed appropriate may be levied upon and such penalty amount will be deducted from his/her claimed bill amount. In case any of the SPA fails to release such wages in a repeated occurrence, the service contract period may be terminated and pending month wages(if any) may be reimbursed by forfeiting his/her performance security.
- b) Payment will be made on monthly basis of number of working days for which duty has been performed by manpower, where Service Providing Agency (SPA) shall raise the bill, in triplicate and submit the same to the concerned authority in the **first week of the succeeding month**. As far as possible the payment will be released by **second week of the succeeding month**.
- c) The invoice shall be considered for sanction while payment proportionately on the basis of actual district work certificate & actual date of functioning various level.
- d) 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 Service Providing Agency(SPA)'s employees for this assignment would be mandatory and payment to be done through bank account.
- e) In case of reduced services/quantities, the invoice shall be raised based on actual.
- 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 filling 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/GST Act at time of release of actual payment.
- i) Any risks, dependencies, limitations, additions, deletions etc. shall be flagged at least 10 days in advance to the MD, OSCSC Ltd to ensure necessary mitigation action.



Section-IX: Terms & Conditions for deployment of Manpower on Outsourcing Basis

The detail terms & Conditions for deployment of manpower on outsourcing basis are given below, which will form part of Service Level Agreement (SLA).

1. The persons deployed shall be required to report for work at scheduled time as directed by Managing Director, OSCSC Ltd. or any other officer concerned and shall work for minimum 8 (eight) 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.
2. The manpower to be 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.
3. The 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.
4. 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.
5. 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.
6. The Service Provider Agency shall nominate a coordinator who shall be responsible for regular liaison with the Head Office of OSCSC Ltd. to look into the affairs of the person deployed. No extra cost shall be paid for this purpose.
7. 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.
8. The Service Provider Agency is supposed to make expenditure for sponsoring manpower to the OSCSC Ltd. Such expenditure may include amount spent on making phone calls, distching letters, travelling to different offices / places, supervision of manpower, submission of reports and returns to statutory photocopying of documents, office expenses, contingencies etc. Besides,

providing agency is supposed to pay take home remuneration to outsourced manpower and other statutory dues, to be reimbursed subsequently by OSCSC. Moreover, OSCSC shall recover Income Tax TDS @ 2% from the bills of the providing agency. In this way, the funds of Service providing agency shall be for at least 15 days involving cost. Therefore, the Service Provider Agency shall a workable rate for service charges not less than the **floor rate i.e. Rs 200/- Two Hundred) keeping in view the expenses mentioned above.** The OSCSC reserves the right to reject the bid of Service Provider Agencies quoting low and unworkable rates. In case tenderer has not quoted uniform rate for all of manpower the tender shall be rejected.

9. 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.
10. 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.
11. The person to be deployed by the Service provider Agency shall work under the control of Managing Director, OSCSC Ltd. He may be assigned to any work decided by the Managing Director its authorising officer as and when required. If any of the manpower deployed by the service providing agency will disobey to carry out such order of the Managing Director; 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 @Rs 200/- per day shall be imposed till deployment of a substitute.
12. It is the look out of the SPA to finish the job at the earliest without any extra cost. No extra cost shall be given over & above the tender cost.
13. The entire financial liability of deployed manpower in the Head Office of OSCSC Ltd. shall be of the Service Provider Agency and the OSCSC Ltd shall not be liable. It will be the responsibility of the Service Provider Agency to pay to the person deployed a sum not less than the minimum rate of wages fixed (take home remuneration) in the financial bid and adduce such evidence as may be required by the Head office of OSCSC Ltd.
14. For all intents and purposes, SPA shall be the "Employer" within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Service Providing Agency shall not have any claim whatsoever like employer and employee relationship against the OSCSC Ltd. or office concerned.
15. The SPA shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The OSCSC Ltd. shall, in no way be responsible for settlement of such issues whatsoever.
16. The OSCSC Ltd. shall not be responsible for any financial loss or any injury to any person deployed by the SPA in the course of their performing the functions/duties, or for payment towards any compensation.
17. The persons deployed by the SPA shall not claim nor shall be entitled to pay, and other facilities admissible to regular and confirmed employees during the currency or after expiry of the agreement.

18. In case of termination of this agreement on its expiry or otherwise, the persons deployed by the SPA shall not be entitled to and shall have no claim for any absorption in regular or other capacity.
19. 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 OSCSC Ltd.
20. 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 OSCSC Ltd.
21. The SPA shall be responsible for contributions towards Provident Fund and Employees State Insurance, wherever applicable.
22. 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 Corporation. The Service Provider Agency shall be responsible for any act of indiscipline on the part of the persons deployed.
23. 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 SPA as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract.
24. The SPA shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to the OSCSC Ltd. to the concerned tax collection authorities, from time to time, as per the rules and regulations in the matter. Attested Xerox copies of such documents shall be furnished to the OSCSC Ltd.
25. The SPA shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of OSCSC Ltd. or any other authority under Law.
26. In case, the SPA fails to comply with any liability under appropriate law, and as a result thereof, the OSCSC Ltd. is put to any loss / obligation, monetary or otherwise, the OSCSC Ltd. will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the SPA, to the extent of the loss or obligation in monetary terms.
27. The Agreement is liable to be terminated because of non-performance, deviation of terms and conditions of contract. OSCSC Ltd. will have no liability towards non-payment of remuneration to the persons employed by the SPA and the outstanding statutory dues of the Service Providing Agency to statutory authorities.

Section-IX: Other Terms & Conditions of Service Level Agreement (SLA)

1. **Failure to Agree with the Terms and Conditions of the RFP/SLA:** Failure of the



SPA to agree with the Terms & Conditions of the RFP/SLA shall constitute grounds for the annulment of the award, in which event OSCSC Ltd. may award contract to the next best value bidder or call for new proposals from the bidders. In such a case, the OSCSC Ltd. shall invoke the PBG of the SPA and/or initiate action as per Bid security declaration.

2. **Right to Terminate the Process:** OSCSC Ltd. may terminate the Contract process at any time and without assigning any reason thereof. OSCSC Ltd. make no commitments, express or implied, that this process will result in a business transaction with anyone. OSCSC Ltd. reserves the right to modify and amend any of the above-stipulated condition/criterion depending upon project priorities vis-à-vis urgent commitments. In case of non-adherence to any of the terms & conditions as laid down in the SLA or any notice or communication as will be given from time to time during periodical review of the progress of the assigned activity, the authority reserves the right to increase or decrease the volume of assignment to ensure early completion of the assignment within the schedule period of time line.
3. **Escalation Clause:** In case of exigencies, OSCSC Ltd. may decrease or increase the number of manpower listed in the Scope of Work defined in the RFP. Also OSCSC reserves the right to demand separate category of manpower (if required on urgency) other than the list given in the RFP, within the defined terms & conditions. Accordingly total contract value may be changed on the basis of the rates defined in the financial proposal. Any other activity, over and above these, as may be deemed necessary by the SPA to meet the service levels and requirements specified in this Contract are also required to be performed by the SPA at no additional cost.
4. **Liquidated Damages:** - In case of any failure on the part of SPA to provide requisite manpower/services as detailed in the Work Order copy, even after repeated reminder to SPA, OSCSC Ltd. may take immediate measure to address the issue. In the event of delay in execution of work, specified in this Contract / furnishing of deliverables, OSCSC Ltd. shall be at liberty either to levy penalty as deemed appropriate or may deduct amount as deemed appropriate from the part or whole claim amount or may cancel the award of contract at any moment of time. For the purpose of this clause, part of a month shall be considered to be a full month.
5. **Force Majeure:** Force Majeure is herein defined as any cause, which is beyond the control of the selected SPA or OSCSC Ltd. as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract. The SPA or OSCSC Ltd shall not be liable for delay in performing his/her obligations resulting from any such force majeure cause as per law.
6. **Personnel:** The Service Providing Agency (SPA) shall bear sole responsibility payment of its Personnel performing the Services under this assignment. The Ltd., in no way will be responsible for any claims, rights of any of SPA's personnel/employees deployed under this agreement. In respect of any of SPA employees/personnel, SPA will bear exclusive responsibility for the payment of to the persons engaged by it in compliance of all the statutory obligations under related legislations as applicable to it from time to time including Minimum Employees provident fund, ESI Act etc. and all taxes including but not limited to income tax, National Insurance or social security contributions within any jurisdiction, pension benefits, any health or other welfare benefits, and any other liability, deduction, contribution, assessment or claim arising from or made in connection with payments made by OSCSC Ltd. to SPA. SPA may agree that it defend, indemnify and hold harmless OSCSC Ltd. and its officers, employees,

successors and assigns against any Claims made by a relevant tax authority relating to SPA's fees, tax, insurance or benefits arising out of or in connection with SPA's performance of this assignment.

7. **Compensation for Termination of Contract:** If the Service Providing Agency fails to carry out the award / work order in terms of this document within the stipulated period or any extension thereof, as may be allowed OSCSC Ltd. without any valid reasons acceptable to OSCSC Ltd., OSCSC Ltd. may terminate the contract after giving 1 months' notice, and the decision of OSCSC Ltd. on the matter shall be final and binding on the service provider. Upon termination of the contract, OSCSC Ltd. shall be at liberty to get the work done at the risk and expense of the Service Providing Agency through any other agency, and to recover from the Service Providing Agency compensation or damages.
8. **Action for Breach of Contract:** It is the responsibility of the Service Providing Agency to ensure performance of all the provisions of the contract as well as the terms & conditions as laid down in the RFP to the full satisfaction of the OSCSC Ltd. In the event of non-performance or violation of any provision of the contract by the service provider, his security deposit shall be forfeited and the balance work would be done as his risk and cost. He shall also be black listed and debarred from participating in the future tender of the OSCSC Ltd. The decision of the Managing Director, OSCSC Ltd. would be final and binding on the Parties.
9. **Dispute Resolution Mechanism:** The SPA and OSCSC shall endeavour their best to amicably settle all disputes arising out of or in connection with the Contract. In case it is not resolved between OSCSC and the SPA, through amicable settlement, it will be referred to Chairman-cum-Principal Secretary, FS & CW Department and his decision will be final and binding for both the parties.
10. **Fraud and Corrupt Practices:** The SPA and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, OSCSC Ltd. shall reject a Proposal without being liable in any manner whatsoever to the Service Provider, if it determines that the Service Providing Agency has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, OSCSC Ltd. shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, and release its losses and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Service Providing Agency's Proposal.

Without prejudice to the rights of OSCSC Ltd. under Clause above and the rights and remedies which OSCSC Ltd. may have under the LOI or the Agreement, if the SPA is found by OSCSC Ltd. to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the Work Order or the execution of the Agreement, the SPA shall not be eligible to participate in any tender or RFP issued by OSCSC Ltd. during a period as declared in Bid security declaration.

11. **Use of Name, Trademark or Logo:** Neither party shall use the name, trademark, or logo of the other in any advertisement, press release, publicity or other materials printed or published with reference to this Agreement without the express written consent of the other, or as required by law or any governmental agency. Neither party



shall disparage the other.

12. **Assumption of Liability / Indemnification:** The SPA assumes all liability for all loss, damage, cost and expense arising out of or in any way connected with the operation or performance of, or the failure to perform, any duty, obligations, or activity on the part of SPA, its subcontractor(s), agent(s), or employee(s) in connection with this Agreement. SPA further shall defend, indemnify and hold harmless OSCSC Ltd. and the officers, agents and employees of OSCSC Ltd. and such entities from all loss, damage, cost and expense, including all reasonable attorneys' fees, arising from or in any way connected with the operation or performance of, or failure to perform, any duty, obligations, or activity on the part of SPA, its subcontractor(s), agent(s), or employee(s) in connection with this Agreement. SPA shall protect any project assets provided hereunder from theft, loss, damage or other injury, and shall ensure such assets are insured by a reputable insurance company, if applicable.
13. **No Liability for Third Party Claims:** OSCSC Ltd. does not assume liability for any third party claims for damages arising out of this SLA.
14. **Confidential Information:** - Either party may receive confidential information of the other party in connection with the performance of this Agreement. Neither party shall disclose the other party's confidential information to any person or other third-party or make use of such confidential information for its own purposes at any time without the owner's prior written consent; provided, however, that confidential information may be disclosed to government authorities if the disclosure is required by law and the disclosing party has provided the once notice and, if practicable, a reasonable opportunity to defend against such disclosure. Confidential information means any information (written, oral or observed) relating to: (a) donors and potential donors; (b) personal profiles of beneficiaries; (c) personal profiles of employees; (d) business and strategic plans; (e) finances; or (f) a relationship with any governmental entity. Confidential information also includes information specifically designated confidential by the owner or that the other party knows or reasonably should know is not generally known to the public. Upon the termination or expiration of this agreement, each party shall destroy or return such information of the other party in its possession, including copies and notes, and in the case of destruction, at the owner's request shall certify to such destruction. Notwithstanding the forgoing, confidential information shall not include any information that is generally known to the public or readily ascertainable from publicly available sources. Each party shall take steps necessary to enforce these obligations with respect to its employees.
15. **Points of Negotiation:** - Any such special point of negotiation as made there to over & above the aforementioned conditions is mentioned herewith for successful completion of the project, which may be taken as part of this contract agreement.
16. **Assignment:** - In no such circumstances the SPA shall assign this Contract or sub-contract any portion of it without obtaining the prior written permission from the 1st party concerned.
17. **Law Governing Contract and Language:-** The Contract shall be governed by the laws of Government of India and the language of the Contract shall be English.
18. **Jurisdiction:** - The parties agree that the courts in Bhubaneswar, Odisha shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with the SLA.
19. **Amendment:** - No such modification, variation or amendment to SLA shall have any force unless it is in writing and has been signed by both the parties.

On

20. **Process of exit management:** The SPA will provide systematic exit plan and conduct proper knowledge transfer process to handover operations to competent authority appointed by OSCSC Ltd. before project closure. Also SPA shall ensure the submission of all requisite/relevant supporting documents as will be sought for by OSCSC Ltd. from time to time.

Section-X: Formats & Annexure of the BID

Sl. No.	Annexure	Subject
1	Annexure-A	Letter of Proposal (Pre-Qualification-cum-Technical
2	Annexure-B	Bidder's Profile & Work Experience
3	Annexure-C	Manpower Deployment Declaration
4	Annexure-D	Undertaking for Non-Black listing
5	Annexure-E	Undertaking for pending judicial proceedings
6	Annexure-F	Bid Security Declaration Format
7	Annexure-G	Certificate for Average Annual Turnover
8	Annexure-H	Letter of Commercial Proposal
9	Annexure-I	Performance Bank Guarantee
10	Annexure-J	Approved District wise Manpower Details

N: B:

1. It is the responsibility of the bidder to ensure submission of all the prescribed formats and annexure detailed in the RFP, while submission of their bid.
2. One set of this RFP shall be signed and submitted along with the bid document as a token of acceptance to the terms & conditions given in the RFP.
3. The entire pre-qualification-cum-technical bid document shall be properly spirally binded.
4. All the pages (serially numbered) of the Bid document shall be duly signed by the authorised person affixing his/her official seal.



Letter of Proposal

<Location, Date>

To:

The Managing Director
Odisha State Civil Supplies Corporation Ltd. (OSCSC)
Head Office C/2 Nayapalli, Bhubaneswar - 751012
EPBX - (0674) 2395391/2394956 Fax - (0674) 2395291/2390199

Subject: Submission of the Pre-Qualification-cum-Technical bid for <Name of the assignment>

Dear Sir/Madam,

We, the undersigned, offer to provide solutions to the OSCSC 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 _____ number of units such as Unit No____, Unit No____ have been applied in this bid document.

This is to certify that all the required information as detailed in this RFP such as Annexure-A, B, C, D, E, F & G have been duly filled in and attached in this 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:



Bidder's Profile (Table-1)
(Mandatory Format to be Filled-up by the Bidder in its Official Letter Pad)

Sl No	Particular	Details	Page No. Reference of Supporting Documents attached in the Bid
1	Name & Status of the Service Provider Agency		
2	Registration Certificate No./ Date of Registration		
3	Details of cost of tender paper fees		
4	Bid Security Declaration		
5	Name of Proprietor /Partner/ Director		
6	Full Address of Registered Office(with Pin Code, Telephone No, Mobile No, FAX No. , E-Mail Address)		
7	Full address of Operating Branch Office (with Pin Code, Telephone No, Mobile No, FAX No., E-Mail Address)		
8	Name, telephone no. / mobile No / email address of authorized officer /person to coordinate with the head office of OSCSC Ltd		
9	Banker of the Manpower Service Provider (Attach certified copy of statement of A/c for the last Three years) Address & Telephone Number of Banker :		
10	Attested copy of PAN Card		
11	Statutory Registration No. (under License & Contract Labour Act 1970 obtained from Labour Department, Government of Odisha)		
12	Attested copy of GST registration certificate;		
13	Attested copy of the E. P.F. registration letter / certificate & last updated ECR Challan Copy		
14	Attested copy of the E.S.I. registration letter / certificate;		
15	Average Annual Turnover of the agency(Chartered Accountant Certificate Copy)		
16	Attested copies of the IT return filed by agency for last five financial Years (FY-2016-17, FY-2017-18, FY 2018-19, FY 2019-20 and FY 2020-21)		
17	Home Department permission letter for Security Guard		
18	Stamp Paper of Rs.10.00 in shape of affidavit from the Notary regarding non-blacklisting		
19	Experience certificate if any.		
20	Copy of power-of-attorney in the name of the signatory of the Proposal to be submitted		
21	Give details of the similar contracts handled by the tendering Manpower Service Provider during the last five financial Years in the following format		
Seal & Signature of the Bidder			

Work Experience Detail (Table-2)

Sl. No.	Name of the Organization(Govt./PSUs) for which similar manpower services provided by the Bidder	Year of Operation	Work Order Cost	Page number Reference of the work order & work Completion certificate attached in the bid
01				
02				
Seal & Signature of the Bidder				

Annexure-C

Template for Manpower deployment declaration
(Mandatory Format to be Filled-up by the Bidder in its Official Letter Pad)

Sl. No.	Work order Number Reference with date	Name of the Project/ Institution (Govt./PSU) where such Manpower has been engaged	Number of Manpower engaged in the Project/Institution	Page Number at which the work order copy enclosed with the Bid	Whether these Manpower is listed in EPF document attached (Yes/No)
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					

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

Seal & Signature of the Bidder:

Business Address:



UNDERTAKING

**[On the Stamp Paper of Rs. 10.00 in shape of affidavit from the Notary
Regarding non-blacklisting]**

I, hereby undertake that, our organization has not been blacklisted / debarred by any of the Central / State Government Department/ Office or by any Public Sector Undertaking (PSUs) and not blacklisted by any authority during the recent past (*).

((): The agency should not have been blacklisted by any central Government/ state Government or any public sector under takings in the last five consecutive financial years ending with 31st March 2022. Also, the agency should not have been blacklisted currently i.e. till the date of submission of the Bid.)*

**Yours sincerely,
Authorized Signature
[In full and initials]**

**Name and Designation of the Signatory:
Name of the Bidder and Address:**



UNDERTAKING

[On the Bidder's Letter Head regarding not have any pending judicial proceedings for any criminal offences]

I, hereby undertake that there is no criminal case pending in any Court of Law against our organization 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 have not been convicted of any offence in any Court in Odisha / India during the recent past. 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:



Bid Security Declaration Form
(On Bidder's Letter Head)

Tender Notice No: Date:

To,

The Managing Director
Odisha State Civil Supplies Corporation Ltd. (OSCSC)
Head Office C/2 Nayapalli, Bhubaneswar - 751012
EPBX - (0674) 2395391/2394956 Fax - (0674) 2395291/2390199

I, _____, the _____ (Designation) of (Name of the Organization) in witness whereof agree to submit this Bid Security Declaration Form as a part of or Technical Proposal. We understand that we shall be liable under this declaration to comply with all terms and conditions of the tender document. This declaration shall be in force, until the Selected Bidder is announced by the Client or in case we are declared as the Selected Bidder, this declaration shall be in force till we submit the Performance Bank Guarantee as per the provisions of the tender document.

While this declaration is in force, we understand that the authority may reject our Proposal and / or blacklist us from participating in any further tendering process for a period of three years as may be deemed fit under the following reasons:

1. We withdraw our Proposal during the bid validity period as specified in the tender document.
2. We do not respond to requests for clarification on our Proposal.
3. We fail to provide required information during the evaluation process or are found to be nonresponsive or have provided false information in support of our qualification.
4. If we fail to:
 - a) Provide any clarifications to client:
 - b) Agree to the decisions taken during any contract negotiations.
 - c) Sign the Services Agreement within the prescribed time period (15 days)
 - d) Furnish the required Performance Bank Guarantee in time
5. Any other circumstance which holds the interest of the client during the overall tender process.

Name of the Authorized Representative:

Signature of the Authorized Representative with Date and Seal
Address of the Bidder:



Financial Capacity of the Bidder

Average Annual Turnover		
Sl No	Financial Year	Annual Turnover in 'Lakhs'
1	2016-17	
2	2017-18	
3	2018-19	
4	2019-20	
5	2020-21	
Average Annual Turnover		

Certificate from the Statutory Auditor

This is to certify that, we have verified the books of accounts and records of the Agency and found the Average Annual Turnover of the Agency in the above listed last five financial years is Rs. _____ (_____ In words).

Name of the audit firm: Seal of the audit firm:

Place:

Date:

(Signature, name of the Statutory Auditor/Chartered

Accountant) Membership Number

Note:- In case the bidder does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the bidder.



Commercial proposal Covering letter

<Location, Date>

To:

Managing Director
Odisha State Civil Supplies Corporation Ltd. (OSCSC)
Head Office C/2 Nayapalli, Bhubaneswar - 751012
EPBX - (0674) 2395391/2394956
Fax - (0674) 2395291/2390199

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.

Unit wise Commercial Bid Format**(Separate sheet shall be used for quoting rates for separate Unit)**

UNIT Number	Name of the Districts	Manpower Type	Number of Manpower as per Annexure-B	Fixed Monthly Remuneration in Rs	Service Charge per Manpower per month In Rs. (Rate is exclusive of GST)
A	B	C	D	E	F
UNIT No-_____	1. 2. 3.	Assistant Programmer		12500	Rate in Figure_____
		Data Entry Operator		11900	
		Data Entry Operator (P-Pass)		11900	
		Sweeper		10100	
		S.G + W.M		10100	
		Dusting Operator		10100	
		Peon		10100	
		Junior Accountant		11900	
		Electrician		11900	
		Mechanic at MFPS		10100	
		Junior Engineer		18750	Rate in Words_____
Seal & Signature of the Bidder					

1. Price and Validity

- The Floor rate of service charge is Rs.200/- per manpower per month. Any rate quoted below such floor rate shall be rejected.
- 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 financial Bid. The quoted price will be the single rate for the unit as a whole.
- We hereby confirm that our prices include all cost and expenses. However, GST shall be charged as extra as per the prevailing rate under GST Act.



d) 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.

Thanking you,

We remain,

Yours sincerely,

Authorized Signature:

Official Seal :

Name and Title of Signatory:

Name of Firm:

Address:



Performance Bank Guarantee

<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 OSCSC (hereinafter called "the beneficiary")

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

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

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

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

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

Notwithstanding anything contained herein:

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

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

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



Annexure-J

APPROVED STATUS OF MANPOWER FOR OUTSOURCE AT STATE & DISTRICT LEVEL

Sl. No.	District Name	Astt. Prog.	DEO	DEO (P-Pas)	Sweeper	S.G + W.M	Dusting Operator	Peon	Jr. Acct.	Electrician	Junior Engineer	Mechanic at MFPS
1	Sonepur	1	1	3	2	6	2	1	2			
	Mayurbhanj	1	1	1	2	6	2	1	2			
	Boudh	1	1	2	2	3	1	1	2			
	Sub Total	3	3	6	6	15	5	3	6	0	0	0
2	Bolangir	1	1	2	2	6	2	1	3			
	Jajpur	1	1	2	2	3	1	1	0			
	Gajapati	1	1	2	5	15	5	1	1			
	Sub Total	3	3	6	9	24	8	3	4	0	0	0
3	Jharsuguda	1	1	2	2	6	2	1	1			
	Balasore	1	1	2	2	9	2	1	2			
	Rayagada	1	1	3	2	6	2	1	2			
	Sub Total	3	3	7	6	21	6	3	5	0	0	0
4	Sambalpur	1	1	3	2	3	1	1	2			
	Bhadrak	1	1	2	2	6	2	1	0			
	Kalahandi	1	0	3	1	0	0	1	4			
	Sub Total	3	2	8	5	9	3	3	6	0	0	0
5	Baragarh	1	1	3	2	6	2	1	2			
	Jagatsinghpur	1	1	2	2	3	1	1	1			
	Nabarangapur	1	0	2	1	0	0	1	1			
	Sub Total	3	2	7	5	9	3	3	4	0	0	0
6	Deogarh	1	0	1	1	0	0	1	0			
	Nayagarh	1	1	2	3	9	3	1	2			
	Ganjam	1	1	4	5	15	5	1	3			
	Sub Total	3	2	7	9	24	8	3	5	0	0	0
7	Angul	1	1	2	2	6	2	1	0			
	Cuttack	1	1	0	4	12	4	1	2			
	Nuapada	1	0	2	1	0	0	1	2			
	Sub Total	3	2	4	7	18	6	3	4	0	0	0
8	Dhenkanal	1	1	2	3	9	3	1	2			
	Khurda	1	1	2	2	6	2	1	1			1
	Koraput	1	1	3	3	9	3	1	0			
	Sub Total	3	3	7	8	24	8	3	3	0	0	1
9	Sundargarh	1	1	2	4	12	4	1	1			
	Kendrapada	1	1	2	2	3	1	1	2			
	Kandhamal	1	1	1	2	3	1	1	0			
	Sub Total	3	3	5	8	18	6	3	3	0	0	0
10	Keonjhar	1	1	1	2	6	2	1	1			
	Puri	1	1	2	2	3	1	1	3			
	Malkangiri	1	1	1	1	3	1	1	0			
	Sub Total	3	3	4	5	12	4	3	4	0	0	0
11	Head Office	1	27	0	5	26	0	13	1	2	1	
Total		31	53	61	73	200	57	43	45	2	1	1

N: B: The above district wise list is indicative in nature and may change subsequently.

*****&&&*****