

**ODISHA STATE CIVIL SUPPLIES CORPORATION LTD., SP**

(A Govt. of Odisha Undertaking)

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

CIN: U51211OR1980SGC000894

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



File No-OSCSC-LEGAL-LEGAL-0089-2022 No.

Date:

RFP Advt. No. 11299/OSCSC, Date: 02/08/2023**Request for Proposal (RFP) for 'Selection of Service Providing Agency (SPA) for Engagement of Project Associate (Legal) at HO/District on Outsourcing Basis'**

Proposals are invited from interested bidders registered under the Companies Act-1956/2013 or any other legal entity registered in India and having valid registration certificate and eligibility as per the criteria given in the Request for Proposal (RFP) published in the official website www.foododisha.in & www.oscsc.in for 'Selection of Service Providing Agency (SPA) for Engagement of Project Associate (Legal) At HO/District on Outsourcing Basis'. The details of time table of the RFP are as under.

Sl No	Event Description	Date
1	Publication of RFP in website	04/08/2023
2	Pre-Bid meeting	09/08/2023 at 1600 Hours Conference Hall, OSCSC Ltd., C/2, Nayapalli, Bhubaneswar-751012
3	Last Date and time for submission of Proposal	31/08/2023 by 1700 Hours
4	Opening of Technical Proposal	01/09 /2023 by 1600 Hours at Conference Hall of OSCSC Ltd. C/2, Nayapalli, Bhubaneswar-751012
5	Presentation by Bidders Qualified in Eligibility Criteria	The date and time will be intimated to the bidders by e-mail. Venue will be the Conference Hall of OSCSC Ltd., C/2, Nayapalli, Bhubaneswar-751012.
6	Opening of Financial Bid	To be intimated to the Technically Qualified Bidders through registered mail ID.

Any amendment in the tender document due to decision in pre-bid meeting/extension of bid, if any, shall be notified in the websites mentioned above. The proposals shall be submitted through Speed Post/Registered Post only to **The Managing Director, Odisha State Civil Supplies Corporation Ltd, C/2 Nayapalli, Bhubaneswar, PIN-751012, and Odisha**. The authority reserves the right to cancel any or the entire selection process without assigning any reason thereof.

By order of Managing Director


02/08/23
General Manager (Admn.)



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

RFP Advt. No. 11299/OSCSC, Date: 02.08.2023

**Request for Proposal
for
Selection of Service Providing Agency (SPA)
for
Engagement of Project Associate (Legal) At HO/District
On Outsourcing Basis**

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



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A. Disclaimer:

- The information contained in this Request for Proposal (hereinafter refer to as "RFP") document provided to the bidders by Odisha State Civil Supplies Corporation Limited (hereinafter refer to as OSCSC Ltd.), or any of their employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.
- The purpose of this RFP document is to provide the Bidder(s) with information to assist in the formulation of proposals. This RFP document does not purport to contain all the information each Bidder may require.
- This RFP document may not be appropriate for all persons and it is not possible for the OSCSC Ltd., their employees or advisors, to consider the business/investment objectives, financial situation and particular needs of each bidder who reads or uses this RFP document.
- Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and where necessary, obtain independent advice from appropriate sources.
- OSCSC Ltd, their employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document.
- OSCSC Ltd shall be the sole and final authority with respect to qualifying a bidder through this document. The decision of tender inviting authority in selecting/appointing the agency who qualifies through this document shall be internal and it reserves the right to reject any or all the bids without assigning any reason thereof.
- OSCSC Ltd may terminate the process at any time without assigning any reason and upon such termination, OSCSC LTD shall not be responsible for any direct or indirect loss or damage arising out of such a termination.
- OSCSC Ltd may, in its absolute discretion but without being under any obligation to do so, reserves the right to update, amend or supplement the information in this RFP document.

B. Abbreviations :

The list of abbreviations used in RFP is as follows

SL.No.	Short Form Used in RFP	Full Forms
1	RFP	Request for Proposal
2	OSCSC Ltd.	Odisha State Civil Supplies Corporation Limited
3	DD	Demand Draft
4	SLA	Service Level Agreement
5	EMD	Earnest Money Deposit
6	PPT	Power Point Presentation
7	TIA	Tender Inviting Authority
8	CSOs	Civil Supplies Officers
9	CCSOs	Chief Civil Supplies Officers
10	SPA	Service Providing Agency
11	EPF	Employees Provident Fund
12	ESI	Employees State Insurance



SL.No.	Short Form Used in RFP	Full Forms
14	VDA	Variable Dearness Allowance
15	PBG	Performance Bank Guarantee
16	MD, OSCSC Ltd	Managing Director, Odisha State Civil Supplies Corporation Limited

C. 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 supply of manpower for engagement as Project Associate (Legal) at HO/District. The prime responsibility of the selected agency/agencies will be to undertake appropriate and necessary actions in furtherance of the same.

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.

D. Fact Sheet

Clause Reference	Topic
Title of this RFP	'Selection of Service Providing Agency(SPA) for Engagement of Project Associate (Legal) At HO/District on Outsourcing Basis'
Scope of this RFP	The scope of this RFP is to solicit bids from the interested SPAs for supply of Qualified Project Associate (Legal) At HO/District on Outsourcing Basis'
Eligibility of the Bidder	The firm/company should be incorporated under Indian Companies Act 1956/2013 or any other legal entity registered in India and eligibility as per the criteria in the RFP. The firm/company must have been registered for a minimum period of five years ending with 31 st March 2023.
Project Period	The total project period is for two years . Initially work order shall be given for one year and on review of satisfactory performance, the service period shall be extended for a further period of one year.
Language	The Proposal should be filled by the Bidder in English language only.
Bid Validity	Proposals/Bids must remain valid for a period of 180 days after the last date of submission of bid.
Tender Fees	RFP documents can be downloaded from the websites www.foododisha.in, www.oscsc.in . The bidders are required to submit the document Fee (non-refundable) of Rs. 5,000/- (Rupees five thousand) only in shape of Demand Draft drawn in favour of Odisha State Civil Supplies Corporation Ltd. (OSCSC) payable at Bhubaneswar, from any of the scheduled bank along with the Proposal. Proposals received without or with inadequate RFP Document fees shall be rejected.

Clause Reference	Topic
EMD	Bidders shall submit along with their Bids, EMD of Rs 2.00 Lakh (Rupees two Lakhs) only in shape of Demand Draft issued by any of the scheduled bank in favour Odisha State Civil Supplies Corporation Ltd. (OSCSC) payable at Bhubaneswar which shall remain valid for 90 days from the due date of the RFP.
Performance Security	The selected bidder would be required to provide a Performance Security either in shape of Demand Draft or in shape of Performance Bank Guarantee from any of the scheduled bank, within 15 days from the notification of award, for a value equivalent to @5% of the total contract value.
Method of selection	The method of selection is Least Cost Basis after Technical evaluation method. Financial bid of only those bidders who qualify in the Technical Bid by scoring 70 marks or above shall be evaluated. The lowest bid among the opened financial bids will be awarded the contract. No sub-contracting is allowed and violation of this may lead to disqualification.
Financial Proposal	The bidder shall quote the rate of service charges in percentages. The minimum service charge for outsourcing manpower is 3.85% on the applicable minimum wages payable to the Manpower. If a bidder quotes service charges less than 3.85% or more than 7%, the bid shall be treated non-responsive and will not be considered for further evaluation and will be disqualified.
Address for Bid Submission	The proposal shall be submitted to: The Managing Director, Odisha State Civil Supplies Corporation (OSCSC) Ltd., Head Office, C/2 Nayapalli, Bhubaneswar - 751012 EPBX - (0674) 2395391/2394956 Fax - (0674) 2395291/2390199 e-Mail: mdoscsc@gmail.com

E. Schedule for the bid process

SI No	Event Description	Date
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6	Opening of Financial Bid	To be intimated to the Technically Qualified Bidders through registered mail ID.

F. Scope of Work & Modality of Engagement

- 1. Manpower Requirement:** The Odisha State Civil Supplies Corporation Ltd. requires highly skilled professionals having LL.B degree on Outsourcing basis in OSCSC Ltd. for engagement as Project Associate (Legal) five(5) in numbers for Five cluster (having six Districts in each cluster) and one number at HO on outsourcing basis initially on a consolidated remuneration of Rs. 40,000/- per month for the assignment term through Service Providing Agency. The Service Providing Agency (SPA) would commence operations in allotted Clusters of the districts. In response to this RFP, the bidders have to bid for the Clusters of the districts/HO.

In case of any exigencies, the required manpower may increase or decrease depending upon the prevailing situation and the selected Service Providing Agency (SPA) shall provide the required manpower accordingly with the same terms & conditions of the RFP and in the L1 approved rate only.

- 2. Limitation for Bidding:** For deployment of manpower by the Service Providing Agency (SPA), all the 30 districts are divided into 5 Clusters and each cluster would consist of six districts and the head office is listed as a separate Cluster. A bidder can submit its bid for all the clusters.
- 3. Division of District:** The number of Clusters applied for by the bidder, is required to be indicated in the Technical Bid document. The details of combination of Districts in a Cluster are given below.

Cluster-1	Cluster-2	Cluster-3	Cluster-4	Cluster-5	Cluster-6
Sundargarh	Nabarangpur	Keonjhar	Jagatsinghpur	Rayagada	Head Office (Orissa State Civil Supplies Corporation Ltd.)
Jharsuguda	Balangir	Mayurbhanj	Cuttack	Gajapati	
Deogarh	Nuapada	Balasore	Jajpur	Boudh	
Bargarh	Koraput	Dhenkanal	Kendrapara	Kandhamal	
Sambalpur	Ganjam	Angul	Puri	Malkangiri	
Sonepur	Nayagarh	Bhadrak	Khordha	Kalahandi	

4. Essential Educational Qualifications:-

- The candidate must be a Law Graduate (before taking up the assignment as Project Associate (Legal)) having a Bachelor Degree in Law (including Integrated Degree Course in Law) from any School/College/University/Institution established by law in India and recognized by the Bar Council of India for enrolment as an Advocate.
- The candidate must have research and analytical skills, writing abilities, and knowledge of computers, including retrieval of desired information from various search engines/processes such as e-SCR, Manupatra, SCC Online, LexisNexis, Westlaw etc.

5. Age Limit:



The minimum age shall be 21(Twenty-one) years as on date 01.01.2023. The maximum age limit shall be 30 (Thirty). The selection & deployment of above indicated posts shall be guided by OSCSC Head office.

6. Mode of Engagement

- a) The Service Providing Agency(SPA) shall provide a list of suitable candidates along with the copies of all relevant documents after due verification at his level on the basis of eligibility criteria for each cluster at 1:3 ratio separately.
- b) Before sending the list of short listing Candidates, the Service Providing Agency(SPA) shall ensure that the candidates are aware of the terms and conditions of their engagement and willing to serve in the cluster Districts.
- c) The candidates shall then be called for an interview on a particular date, time and place. No TA/DA shall be paid to the candidates for appearing in the Interview.
- d) The Corporation shall intimate the Service Providing Agency (SPA), the name of the candidates who stood first in the merit list in the Interview to issue engagement letter to them for each cluster.
- e) Preference will be given to experience candidates (if any) in the similar field.
- f) Final engagement will be subject to the candidate(s) fulfilling the eligibility conditions, verification of their academic certificates and other required formalities.
- g) Mere calling for interview and fulfilling of eligibility criteria does not entitle candidate for engagement.
- h) OSCSC LTD. reserves the right to accept or reject any or all the applications at any stage of the process without assigning any reason thereof and no claim/dispute in this regard shall be entertained.

7. Term and Nature of Engagement

- a) The Project Associate (Legal) shall be engaged through Service Providing Agency(SPA) on outsourcing basis commencing from the date of actual engagement concluding by the end of one year.
- b) The term of engagement of the Project Associate (Legal) may be extended for the succeeding year without any price escalation, subject to the satisfactory approval.
- c) The outsourcing basis shall not confer upon the Project Associate (Legal) any right/claim for regular appointment or continuance beyond the period of engagement in the OSCSC Ltd. There shall be no employee and employer relationship between the engaged Project Associate (Legal) and OSCSC Ltd.
- d) A Project Associate (Legal) intending to leave assignment at an early stage shall be required to give prior notice in writing at least one month in advance to the Agency through which he/she has been engaged. The agency shall, within the 7 days of receiving the notice, forward the documents of 3 suitable candidates for interview.
- e) The engagement of a Project Associate (Legal) may be terminated by M.D, OSCSC Ltd without any notice on the ground of unsatisfactory performance or violation of standard professional practice.
- f) All the Project Associates (Legal) shall be deployed and report at Head quarter OSCSC Ltd.

8. Duties of Project Associate (Legal) in the cluster Districts

- a) Preparing brief summary of all pending cases and maintaining all legal Files with proper indexing.
- b) Assisting District officials of OSCSC Ltd in preparing documents for filling of cases.

- c) Liasoning with local Authorities to obtain property list of the defaulters.
- d) Assisting CSOs/CCSOs of the concerned District to Present the Certificate case before Recovery Officer, Certificate Officer and other Authorities on behalf of OSCSC Ltd, if need arises.
- e) Attending the Collector Court during the hearing of matters along with the dealing Advocate and noting down all the arguments;
- f) Carrying out research work for assisting the District Official as well as Head Office in preparation of next course of action;
- g) Preparing counter in Writ Petitions filed by any defaulter miller or any person or any other entities in respect of the same cause of action basing upon all the relevant documents and briefing Manager (Law) or Officer in charge of Legal Section at OSCSC, regarding the stand proposed in the counter.
- h) Report regularly the progress of the matter to the OSCSC Ltd.
- i) Perform any other work as directed by the Managing Director, OSCSC Ltd or any other officer duly authorized by him;

9. Standard Professional Practice

The Project Associate (Legal) **shall**

- a) To maintain devotion to duty and a high standard of morals during the assignment term. The Project Associate (Legal) shall also maintain a high standard of reputation and integrity commensurate with the responsibilities entrusted to them.
- b) To maintain utmost secrecy in respect of matters which come to their notice by virtue of the assignment. He/She will not disclose any information, document or any other thing which comes to their knowledge on account of such official attachment even after completion of the assignment term unless such disclosure is legally required in discharge of lawful duties.
- c) To be governed by the provisions of the Indian Penal Code and the Indian Official Secrets Act, 1923 as applicable to any public servant.
- d) Not to accept any other assignment during their assignment term as Project Associate (Legal). They shall not practice as an Advocate in any Court of Law during the course of their assignment term as Project Associate (Legal).
- e) Not to appear for a period of two years after completion of my engagement for the Private parties whose case he/she has dealt with on behalf of OSCSC Ltd.
- f) To maintain punctuality in attending to their duties.
- g) To move within the cluster Districts as per work assignments and the priorities of work, under intimation to the Head Office with specific justification of their movement. They require to put up an advance tour program and get an approval from Head Office. The T.A/D.A as admissible as per the OSCSC rules shall be mutatis mutandis applicable to the Project Associate (Legal).
- h) The candidates should bear in mind while applying for outsourcing basis that they will be required to work even at odd hours and on holidays, in exigency of work.

G. Instructions to the Bidders

a) General Instructions

While every effort has been made to provide comprehensive and accurate background information, requirements and specifications, Bidders must form their own conclusions about the solution needed to meet the requirements. Bidders and recipients of this RFP may consult their own legal advisers in relation to this RFP. All information supplied by the bidders may be treated

as contractually binding on the bidders on successful award of the assignment by the OSCSC Ltd based on this RFP. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the OSCSC Ltd. Any notification of preferred bidder status by the OSCSC Ltd shall not give rise to any enforceable rights to the Bidder. The OSCSC Ltd may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the OSCSC Ltd. This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.

b) Compliant Proposals / Completeness of Response

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

Bidders must:

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

H. Pre-Bid Conference

- Interested bidders shall submit their relevant queries in the word or excel file in the following format through mail mdoscsc@gmail.com on or before **the schedule date & time of the meeting**. Queries received beyond this scheduled date & time shall not be entertained.

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

- Responses to Pre-Bid Queries shall be given through a return mail only. However, OSCSC shall not be responsible for ensuring that the bidders' queries have been received by them.
- The Nodal Officer notified by OSCSC will endeavour to provide timely response to all queries. However, OSCSC makes neither representation nor warranty as to the completeness or accuracy of any response made in good faith, nor does OSCSC 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, OSCSC may, for any reason, whether at its own initiative or in response to a clarification requested by any prospective Bidders, modify the RFP document by a corrigendum or addendum.
- The Corrigendum/Addendum (if any) will be posted on the website www.foododisha.in & www.oscsc.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.

- g) In order to provide prospective Bidders reasonable time for taking the corrigendum/addendum into account, OSCSC may, at its discretion, extend the last date for the receipt of Proposals.

I. Key Requirements of the Bid

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 OSCSC Ltd selecting the bidder to engage towards execution of the contract.
- c) The bid application of any Service Providing Agency (SPA), which was debarred from services or discontinued from services during his/her period of contract with OSCSC or blacklisted, in the last five financial years ending with the date of submission of bid, shall be summarily rejected.
- d) In any case, TIA reserves the right to invite L1 in the first place for negotiation. If the negotiation with L1 bidder fails, then TIA may invite the L2 bidder to execute the project at prices of L1. If the negotiation with the L2 bidder fails, the TIA shall cancel the bidding procedure and re-invite the bids.

J. Tender Fees & Other Security

- a) **Tender Fee:** RFP document can be downloaded from the website www.foododisha.in & www.oscsc.in. The bidders are required to submit the **Tender Fee (non-refundable) of Rs. 5,000/- (Rupees five thousand)** only by Demand Draft drawn in favour of **Odisha State Civil Supplies Corporation Ltd. (OSCSC)** payable at Bhubaneswar, from any of the scheduled bank along with the Proposal. Proposals received without or with inadequate RFP Document fees shall be rejected.
- b) **Earnest Money Deposit (EMD) :** Bidders shall submit, along with their Bids, **EMD of Rs. 2.00 Lakh (Rupees two Lakh)** only in the form of a Demand Draft drawn from any of the scheduled bank in favour **Odisha State Civil Supplies Corporation Ltd. (OSCSC)**, payable at Bhubaneswar, and should be valid for **90 days** from the due date of the RFP. EMD of all unsuccessful bidders would be returned/refunded by OSCSC 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. The EMD amount is interest free and will be returned/ed to the unsuccessful bidders without any accrued interest on it. 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. In case of a successful bidder, if the bidder fails to sign the contract in accordance with this RFP, the EMD will be forfeited. If any declaration submitted by the bidder are found false / not true during the scrutiny of tender or during the currency of the contract, bidder shall be liable for punishment for such breach of the contract and his agreement shall also be liable for termination. Apart from above, his EMD/Security Deposit shall also stand forfeited.
- c) **Performance Security :** The selected bidder would be required to provide a **Performance Security** either in form of Demand Draft drawn from any Nationalised Bank or in form of Performance Bank Guarantee issued by any of the scheduled bank, within 15 days from the notification of award, for a value equivalent to **@5% of the total contract value**. The performance security should be **valid for a period of 60 days beyond the period of contractual obligations**. 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 OSCSC Ltd, at its discretion may cancel the order placed on the selected bidder without giving any notice. The OSCSC Ltd shall invoke the performance security in case the selected Service Provider (SP) fails to discharge his/her contractual obligations during the period or TIA incurs any loss due to Service Provider (SP)'s negligence in carrying out the project as per the agreed terms and conditions. In case of breach of any terms and conditions, the Performance Security Deposit of the Service Provider (SP) shall be liable to be forfeited besides annulment of the agreement. 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. The performance security shall be refunded to the successful bidder, only after completion of contract period and successful exit management.

K. Submission of Proposals

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

- a) **Technical Proposal** - The technical Proposal should include details of Bidder's Profile, Pre-qualification Criteria, Technical Evaluation Criteria, Supporting Documents & the copy for presentation of Proposed Methodology and Team Structure, in the 1st envelope. **The entire proposal shall be spirally bounded with page marks on each page.** Any financial information contained in the technical proposal will invalidate the proposal.
- b) **Financial Proposal** – The Financial Proposal shall be submitted in original in the 2nd envelope. The other procedure to be followed by the bidder are given as follows:
 - i. These two envelopes containing Technical Proposal (including the Pre-qualification Proposal) and Commercial Proposal should be put in single sealed envelope clearly marked/super scribed as '**Response to RFP Advt. No. _____ & Title of the RFP > and the wordings DO NOT OPEN BEFORE < Date and Time >.**'
 - ii. The offer should remain valid for acceptance for 180 days from the date of submission of bid.
 - iii. The outer envelope should also clearly indicate 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".
 - iv. 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.
 - v. 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.
 - vi. All pages of the bid shall be duly signed and stamped by the authorized person or persons who sign the bid.
 - vii. The bid should be submitted by speed post/registered post only. No hand receipt of the bid shall be entertained.
- c) **Authentication of Bids:** Proposal should be accompanied by a power-of-attorney in the name of the signatory of the Proposal.
- d) **Preparation and Submission of Proposal**
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 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.

e) 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.

f) Venue & Deadline for Submission of Proposals

Proposals, in its complete form in all respects as specified in the RFP must be submitted to the given address within the last date & time of submission. All submissions must be to OSCSC through the registered post/speed post only. OSCSC Ltd would not be responsible for any delays caused by the registered post/speed-post in this matter.

g) Late Bids

- i. 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.
- ii. The bids submitted by telex/telegram/fax/e-mail etc. shall not be entertained. No correspondence will be entertained on this matter.
- iii. OSCSC Ltd 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.
- iv. OSCSC Ltd. reserves the right to modify and amend any of the stipulated condition/criterion of this tender depending upon project priorities vis-à-vis urgent commitments.

h) Tender Opening

The proposals submitted up to the last date of submission of bid, will be opened on the scheduled date & time given in the clause 'Schedule for bid Process' by the Managing Director, OSCSC Ltd. or any other officer authorized by OSCSC Ltd, 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. Only one authorised person from each bidder shall be allowed to attend the meeting.

i) 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.

j) 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 OSCSC Ltd. action. In case of any single bid/single responsive bid, the TIA reserves the right to accept/cancel the proposal without assigning any reason there off and may invite fresh proposal.

L. Tender Evaluation

1. Initial scrutiny of the bid shall be done and the proposal shall be treated as non-responsive if found incongruous in terms of:
 - a) having been not submitted in the format as specified in the RFP document.
 - b) received without the Letter of Authorization (Power of Attorney).
 - c) found with suppression of details.
 - d) submitted without the documents requested in the pre-qualification & technical bid evaluation table format.
 - e) having incomplete information, subjective, conditional offers and partial offers submitted.
 - f) having non-compliance of any of the clauses stipulated in the RFP.
 - g) having lesser validity period.
2. All responsive bids will be considered for further processing as per the steps given below.
 - a) First the Pre-Qualification 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.
 - b) The technical score of all the bidders would be calculated as per the criteria mentioned below. All the bidders who achieve **at least 70 marks in the technical evaluation** would be eligible for Financial Bid opening and rate comparison. In case after technical evaluation, it is found that less than three number of eligible bidders scoring at least 70 marks, the TIA reserves the right to reduce the score to arrive at minimum three eligible bidders. However, in no such case the marks secured below 60 marks by any bidder will be considered.
 - c) The Bidder has to quote a single rate of service charge for each cluster as a whole. The cluster wise least cost quoted by any bidder shall be the decision factor for selecting a bidder for that cluster.
 - d) 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.
 - e) The submission of tender fees & EMD is mandatory for all interested bidders, irrespective of their any legal status.

M. Prequalification Evaluation

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

Sl. 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 1956/2013 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 2023.	Certificate of incorporation Registration Certificate PAN Card Copy IT Returns for the last 05 consecutive Five Financial Year i.e. FY-2017-18, FY-2018-19, FY-2019-20, FY-2020-21 & 2021-22. GST Registration Certificate EPF Registration Certificate



Sl. No.	Basic Requirements	Specific Requirements	Documents/Information to be provided in the submitted proposal
			ESI Registration Certificate
2	Geographical Presence	The bidder must have its office located in Odisha for a minimum period of one year just prior to the date of submission of bid.	It is the responsibility of bidder to submit proper address proof or copy of rent agreement (if any).
3	Blacklisting	Declaration by bidder that: That, our company/Firm is not blacklisted in any manner whatsoever by any of the State/UT and/or central government in India/ any PSUs on any ground including but not limited to indulgence in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the last five years up to the date of submission of bid or the black listing shall not be in force till the date of submission of bid, if awarded, prior to the said five years. That, neither the Company/Firm nor any of its director/s nor partner/s have been convicted by any court of law nor any criminal case be pending against them before court of law.	The company/Firm will have to submit a self declaration in the Company Letter Pad. (Provide information as per the prescribed format at the given Annexure)
4	Annual Turnover	The company must have minimum average annual turnover of Rs 1.00 Crore in India in last Five Financial Years i.e FY-2017-18, FY-2018-19, FY-2019-20, FY-2020-21 & 2021-22. (Provide information as per the prescribed format at the given Annexure)	Audited Balance of last Five Financial Years i.e FY-2017-18, FY-2018-19, FY-2019-20, FY-2020-21 & 2021-22. The bidder should submit the Chartered Accountant certificate specifically on the average annual turnover.
5	Technical Capability	The bidder should have successfully provided similar services of qualified legal consultant/ professionals in any State Govt/Central Govt./ PSUs, in the last 5 years i.e. FY-2018-19, FY-2019-20, FY-2020-21, FY-2021-22 & FY-2022-23.	Work Order + Work Completion Certificates /Work ongoing certificates of the bidder (Provide information as per the prescribed format at the given Annexure)
6	Manpower Strength	The Bidder should have at least 100 manpower on its pay-roll in either of the three months i.e. April-2023 to June-2023 to be eligible to bid in the Project. Accordingly, technical evaluation shall be made at Table SI No-02, on the basis of highest number of Manpower as per the EPF record among either of the three months i.e. April-2023, May-2023 & June-2023. (Provide information as per the prescribed format at the given Annexure)	Self-Certification in Excel format (In Company Letter PAD) by the authorized signatory with clear declaration of staff (Name, Father's Name, address, educational qualification, Mobile number & EPF registration number), duly accompanied with ECR Challan Copy of either of the three months i.e. April-2023 to June-2023. The bidder has to submit EPF/ ESI/ Employee ID detail. This is to be given by bidders for

Sl. No.	Basic Requirements	Specific Requirements	Documents/Information to be provided in the submitted proposal
			evaluation at pre-qualification stage.
7	Tender Fees	The Bidder must have submitted the cost of the Tender Document.	DD from any of the scheduled Bank payable at Bhubaneswar.
8	EMD	The Bidder must have furnished the EMD	DD from any of the scheduled Bank payable at Bhubaneswar.
9	Power of Attorney	The bidder needs to submit power of attorney for submission of bid.	Power of attorney from competent authority in Company's Letter pad.
10	ISO 9001:2008	Bidder should possess minimum ISO 9001:2008 certification or above.	ISO-9001-2008 certification No.

N. Technical Evaluation

The proposals submitted by the bidder will be evaluated on the broad parameters as described in the table below. The bidder must get at least 70% of the maximum possible score in the technical section in order to qualify for opening of the commercial/financial evaluation. The bidder submitting the continuation of one project in multiple years shall be construed as one project only and the technical evaluation shall be made accordingly.

Technical Bid Evaluation Sheet

Sl. No.	Criteria	Sub-Criteria	Basis of Evaluation	Maximum Marks	Supporting doc
1	Relevant Experience/ Technical Capability	Experience in providing similar services of qualified legal consultant/ professional in any State Govt/Central Govt./ PSUs, in the last 5 years ending with FY-2022-23	05 Marks for each such organisation for providing similar services of qualified legal consultant/ professional in any State Govt/Central Govt./ PSUs, in the last 5 years ending with FY-2022-23 (Ex- If a bidder has provided similar services at three separate Govt. Entities, then 15 Marks shall be awarded)	20	Work Order + Work Completion/ Certificates Work ongoing certificates (Self Certified statement shall be given in the prescribed table format at (Annexure-E)
2	Relevant Experience / Manpower Strength	Number of existing manpower engaged in any State Govt/Central Govt./ PSUs during the current Pay-roll (Minimum of 100Manpower as pre-qualification Criteria)	No Marks up-to minimum requirement of 100 Manpower. 01 Marks for every multiple of 10manpowers over & above the 100Manpower. (Ex- If a bidder has 150Manpower in its pay roll then 05 marks shall be awarded)	20	Work Order + Project Continuity Certificate from the Client (Self Certified statement shall be given in the prescribed table format at (Annexure-F)

Sl. No.	Criteria	Sub-Criteria	Basis of Evaluation	Maximum Marks	Supporting doc
3	Average Annual Turnover of the Bidding Company	Average Annual Turnover of the last Five Financial Years i.e FY-2017-18, FY-2018-19, FY-2019-20, FY-2020-21 & 2021-22 (Minimum of Rs.1.00 Crore as pre-qualification Criteria)	No Marks shall be given for the minimum Average Annual Turnover of Rs.1.00Crore. 05 Marks shall be given for every multiple of completed 1.00Crore over & above 1.00 Crore. (Ex- If a bidder has Average Annual Turnover 3.5 Crore then 10Marks shall be awarded)	30	The bidder should submit the Chartered Accountant certificate specifically on the average annual turnover (Annexure-D)
4	Proposed Methodology and Team Structure & Technical capability as per technical bid criteria	1. Approach and methodology for resource management. 2.Feedback mechanism 3. Time required for selection & Deployment of required Manpower at the clusters	Qualitative assessment based on 1. Team structure & availability of manpower and reporting mechanism- 10marks 2. Risk mitigation (contingency plan) and exception handling- 10 marks 3. Bidders (if Any) having experience in the similar service contract- 5 Marks 4. SLA management- 5 marks	30	A Power Point Presentation shall be presented before the Technical Committee Meeting and the hard copy of which is to be submitted by the bidder.
Grant Total of Marks				100	

O. Financial Bid evaluation

The bid price should include service cost for deployment of human resources including all incidental and ancillary cost w.r.t the scope of work defined in the RFP and taxes and levies etc. The bidder should give a reasonable bid. The financial bids submitted will be checked against following parameters:

- Only fixed rate of service charge in percentages as quoted in financial bids for all the deliverables and services specified in the RFP will be considered.
- The Service charges should include all incidental and ancillary expenses like providing logistics, Financing charges & overhead, premium towards insurance cover for the manpower employed, premium towards third-party insurance cover, other incidental administrative costs like trainings, Overhead Profits, TDS deductions, management charges and supervisory charges including Contractor's Profit, other overheads, etc.
- Therefore, while quoting the service charge, the bidder has to keep in mind all possible cost that will arise for fulfilment of all the terms & conditions of this RFP and no additional cost shall be charged in the financial bid separately.
- Any conditional bid will not be accepted.

- e) The Bidder has to quote a single rate of service charge for each cluster as a whole. The cluster wise least cost quoted by any bidder shall be the decision factor for selecting a bidder for that cluster.
- f) In case of discrepancies between rate quoted in word & figure, the rate quoted in 'word' shall be considered.
- g) In case of a tie in Financial Bid between more than one/two bidder, the bidder with higher technical score will be awarded the contract.

P. Financial Bid Proposal (Overall Cost)

The financial bid table format should be used to quote the cost of sponsoring Manpower per month which shall be inclusive of all cost. The **least cost quoted (i.e. rate in percentages) by the bidder shall be treated as L1 bidder** for that particular cluster. In case of any differential tax structure, the rate per cluster (exclusive of tax) of a particular cluster shall be taken in to consideration for selection of L1 bidder. In case any increase or decrease in cluster shall be rated as proportionately on the basis of L1 rate. The financial proposal should be submitted in the prescribed Financial Bid Format only (in the Firm/Company Letter Pad Only).

The bidder needs to carefully read the followings while bidding:

- a) The cost of the manpower per month shall be paid as fixed i.e. consolidated @40000/- per month per manpower. Under no circumstances the manpower shall be paid less than this fixed remuneration.
- b) The Manpower shall be paid monthly basis, on actual days of working as per the work certificate. No overtime charges will be entertained.
- c) The monthly acquaintance rolls along with the bank account transfer copy for payment to these Manpower needs to be submitted.
- d) No TA/DA shall be either quoted over & above the amount mentioned above. The TA/DA shall be reimbursed as per the OSCSC rules separately.
- e) The bidder shall quote rate for service charges in prescribed column of the financial bid format.
- f) The Bidder has to quote a single rate of service charge for each cluster as a whole. The cluster wise least cost quoted by any bidder shall be the decision factor for selecting a bidder for that cluster.
- g) The Bidder has to quote for all the six clusters in his financial BID.

Q. Financial Implications:

a) Payment Schedule

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 2nd week of the succeeding month.

1. The SPA shall collect the absentee report from the concerned authority latest by 5th of subsequent month and ensure release of remuneration to the manpower so engaged latest by 8th of subsequent month.
2. The payment shall be released on monthly basis i.e. within 15 days of submission of all necessary supporting documents including proof copies of release of remuneration to the manpower & its statutory dues (if any) satisfactorily.
3. The invoice shall be considered for sanction and payment proportionately based on actual district work certificate.



4. The invoice for payment shall be submitted along with all such supporting documents as will be required during the release of payment. In case of reduced services/quantities, the invoice shall be raised based on actual.
5. Each such supporting document as will be needed to substantiate the expenditure incurred shall be submitted along with the invoice copy.
6. 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.
7. TDS shall be applicable at the prevailing rate as per the Income Tax Act/GST Act at time of release of actual payment.
8. It is required to ensure that all deliverables are of high quality and have undergone sufficient internal review process before being shared with the OSCSC Ltd. 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.

b) Other Terms and Conditions of Payment

1. The contract for providing the service will be initially for duration of one year.
2. The persons deployed are required to report for duty as per office hour fixed by OSCSC Ltd.
3. The person deployed may be called to attend duty on holidays or at any other time beyond office hour as per the workload.
4. It is the look out of the Service Providing Agency (SPA) to finish the job at the earliest without any extra cost.
5. The entire financial liability in respect of manpower services deployed in the cluster shall be that of the Service Providing Agency (SPA) and the OSCSC Ltd will in no way be liable. It will be the responsibility of the Service Provider (SP) to pay to the person deployed.
6. For all intents and purposes, Service Providing Agency (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 (SPA) shall not have any claim whatsoever like employer and employee relationship against the OSCSC Ltd or office concerned.
7. The Service Providing Agency (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.
8. The OSCSC Ltd shall not be responsible for any financial loss or any injury to any person deployed by the Service Providing Agency (SPA) in the course of their performing the functions/duties, or for payment towards any compensation.
9. The persons deployed by the Service Providing Agency (SPA) shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular and confirmed employees during the currency or after expiry of the agreement.
10. In case of termination of this agreement on its expiry or otherwise, the persons deployed by the Service Providing Agency (SPA) shall not be entitled to and shall have no claim for any absorption in regular or other capacity.
11. The person deployed shall not claim any benefit or compensation or absorption or regularization of deployment with office under the provision of Rules and Acts.
12. The Service Providing Agency (SPA) shall provide a substitute well in advance if there occurs any probability of the person leaving the job due to his/her own personal reasons. The

payment in respect of the overlapping period of the substitute shall be the responsibility of the Service Providing Agency (SPA).

13. The Service Providing Agency (SPA) shall be responsible for contributions towards Provident Fund and Employees State Insurance, wherever applicable.
14. The persons deployed by the Service Providing Agency (SPA) should have good police records and no criminal case should be pending against them.
15. The persons deployed should be polite, cordial, and efficient while handling the assigned work and their actions should promote good will and enhance the image of the OSCSC Ltd. The Service Providing Agency (SPA) shall be responsible for any act of indiscipline on the part of the persons deployed.
16. 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 Providing Agency (SPA) as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract.
17. The Service Providing Agency (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.
18. The Service Providing Agency (SPA) shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of the OSCSC Ltd or any other authority under Law.
19. The Tax deduction at Source (T.D.S) shall be done as per the provisions of Income Tax Act/GST Act, as amended, from time to time and a certificate to this effect shall be provided by the OSCSC Ltd.
20. In case, the Service Providing Agency (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 Service Providing Agency(SPA), to the extent of the loss or obligation in monetary terms.
21. The Agreement is liable to be terminated because of non-performance, deviation of terms and conditions of contract. The OSCSC Ltd will have no liability towards non-payment of remuneration to the persons employed by the Service Providing Agency (SPA) and the outstanding statutory dues of the Service Providing Agency (SPA) to statutory authorities.
22. If any loss or damage is caused by the persons deployed to OSCSC Ltd, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.
23. It is the sole responsibility of the service provider to establish the exact date on which the monthly wages to the Manpower has been paid by producing the bank statement copy to OSCSC. In any case of dispute, OSCSC LTD shall be the final authority for deciding the levy of such penalty on the monthly bill value of wages.
24. Simultaneously, the regularity in payment of monthly wages to the Manpower & its related statutory dues shall be a parameter for accessing the performance of the service provider for their further extension of such services.
25. In case it is found that the service provider or any of its employee or any agent indulge himself/herself in any "corrupt practice" to influence the action, means collection of anything of



value from Manpower engaged during the initial engagement period or during the service period, OSCSC LTD shall have the right to take immediate action as deemed appropriate leading to termination of contract and to debar the service provider for participating in any subsequent tender of OSCSC LTD for a period of five years or as will be deemed appropriate and decided there upon.

R. General terms & conditions of Service Level Agreement (SLA)

- 1. Award Criteria:** OSCSC Ltd will award the Contract to the successful bidder whose proposal has been determined to be substantially responsive and has been determined as the most responsive bids as per the process outlined above.
- 2. Notification of Award:** Prior to the expiry of the validity period, OSCSC Ltd will notify the successful bidder in writing or by fax or email (in shape of Letter of Intent) that concerned Bidder's proposal has been accepted. In case the tendering process/public procurement process has not been completed within the stipulated period, OSCSC Ltd may like to request the bidders to extend the validity period of the bid. The notification of award will constitute the formation of the contract. Upon the successful bidder's furnishing of Performance Bank Guarantee, OSCSC Ltd. will notify each unsuccessful bidder.
- 3. Contract Finalization and Award:** OSCSC Ltd reserves the right to negotiate with the bidder(s) whose proposal has been ranked best value bid on the basis of Technical and Commercial Evaluation to the proposed Project. On this basis the contract agreement would be finalized for award & signing.
- 4. Signing of Contract:** After OSCSC Ltd. notifies the successful bidder that its proposal has been accepted, OSCSC Ltd. shall issue work order and an agreement shall be executed among **Odisha State Civil Supplies Corporation Ltd. (OSCSC Ltd.)** and the **Successful Bidder** taking into account the relevant Clauses of the RFP, pre-bid clarifications, Corrigendum, the proposal of the bidder in addition to other agreed clauses. Service Level Agreement (SLA) shall be signed for the entire project period & value.
- 5. 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-delivered with acknowledgement thereof, or transmitted by pre-paid registered post or courier.
- 6. Performance Review**
 - a) Annual performance review of the Services rendered by the SPA will be carried out in Project Review Meetings every month during the whole life cycle of this project.
 - b) The performance rating for the previous months may be based on the average time taken by the SPA in releasing wages to the Manpower. As defined in the RFP (Payment Schedule) which says 'The monthly wages to the Manpower shall be paid on or before 8th of subsequent month as per the absentee report'. Hence, the date i.e. 5th of subsequent month may be assumed as 'T' and the performance rating will be as follows.

Sl. No.	Particulars	Ratings to be Awarded
1	If the concerned SPA releases the wages of previous month to Manpower within T + 3days	Outstanding
2	Within T + 5days	Good

Sl. No.	Particulars	Ratings to be Awarded
3	Within T + 7 days	Poor
4	After T + 7days	Very Bad

- c) The meeting date, time and venue will be informed by the OSCSC. Additional meetings may also be held if needed at the request of either the OSCSC Ltd. or the Bidder.
- d) The representatives of district authorities will provide necessary information field level information required from the point of view of vendor performance and service level monitoring during project review meetings. The same shall be used for verification of SLAs which requires field level information for verification purpose.
- e) On the basis above performance review, the reason for Poor/ Very bad performance rating may be sought for from the concerned SPA and action as deemed appropriate shall be taken by OSCSC.

7. Failure to Agree with the Terms and Conditions of the RFP: Failure on the part of the successful bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which case, OSCSC Ltd. may award the contract to the next best value bidder or call for new proposals from the interested bidders. In such a case, the OSCSC Ltd. shall invoke the PBG of the most responsive bidder and/or initiate action as per Bid security declaration.

8. Conflict of Interest: A bidder shall not have a conflict of interest that may affect the selection process or the solution delivery (the "Conflict of Interest"). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, OSCSC Ltd. shall forfeit and appropriate the EMD, if available, as mutually agreed genuine pre-estimated compensation and damages payable to OSCSC Ltd. for, inter alia, the time, cost and effort of the OSCSC Ltd. including consideration of such bidder's Proposal, without prejudice to any other right or remedy that may be available to OSCSC Ltd. hereunder or otherwise mentioned in the bid security declaration.

9. Compensation for Termination of Contract: If the bidder 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 by OSCSC Ltd, without any valid reasons as acceptable, OSCSC Ltd, may terminate the contract after giving 1 month's notice and the decision of OSCSC Ltd in the matter shall be final and binding on the bidder. Upon termination of the contract, OSCSC Ltd shall be at liberty to get the work done at the risk and expense of the bidder through any other agency, and to recover from the bidder compensation or damages.

10. Force Majeure: Force Majeure is herein defined as any cause, which is beyond the control of the Service Providing Agency (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, such as:

- a. Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics.
- b. Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos.
- c. Terrorist attack, public unrest in work area provided either party shall within **10 days** from occurrence of such a cause, notifies the other in writing of such causes. The bidder or OSCSC

Ltd shall not be liable for delay in performing his/her obligations resulting from any force majeure cause as referred to and/or defined above. Any delay beyond 30 days shall lead to termination of contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the contract.

11. **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 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.
12. **Liquidated Damages:-** In case of any failure on the part of SP to provide requisite manpower as detailed in the Work Order copy, even after repeated reminder to SP, OSCSC may authorise the district administration to take immediate measure to address the issue at district level and the cost as deemed appropriate shall be deducted from the payment of the SP and may reimburse the expenditure to the district authority. In the event of delay in execution of work, specified in this Contract / furnishing of deliverables, OSCSC shall be at liberty either to levy penalty as deemed appropriate (i.e a penalty at @5% of the value of work order in respective phases, for delay of every two-week up to a maximum of @10% of the value of work order) 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.
13. **Exit Plan:** The Service Providing Agency (SPA) will provide systematic exit plan and conduct proper knowledge transfer process to handover operations to team/vendor appointed by OSCSC Ltd before project closure and its successful exit management.
14. **Dispute Resolution Mechanism:** The Bidder and OSCSC Ltd 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 OSCSC Ltd 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 OSCSC Ltd and the bidder, it will be referred to the

Chairman, OSCSC Ltd for negotiation and his decision will be final and binding on both the parties.

- 15. Action for Breach of Contract:** It is the responsibility of the SPA 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, the security deposit shall be forfeited and the balance work would be done as his risk and cost. He shall also be blacklisted 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.
- 16. Law Governing Contract and Language:** The Contract shall be governed by the appropriate laws of Government of India and the language of the Contract shall be English.
- 17. Jurisdiction of the Court:** In the event if any dispute arises out of this contract, the jurisdiction of the court shall be at Bhubaneswar for both the parties.
- 18. Amendment or modification in Contract:** No such modification, variation or amendment to contract shall have any force unless it is in writing and has been signed by the parties.
- 19. 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.
- 20. Personnel:** Service Providing Agency (SPA) shall bear sole responsibility for payment of its Personnel performing the Services under this assignment. The OSCSC LTD, in no way be responsible for any claims, rights of any of Selected bidder's personnel/employees deployed under this agreement. In respect of any of Service Providing Agency (SPA) employees/personnel, SPA will bear exclusive responsibility for the payment of wages to the persons engaged by it in compliance of all the statutory obligations under all related legislations as applicable to it from time to time including Minimum Wages Act, Employees provident fund, ESI Act etc. and all taxes including but not limited to income tax, National Insurance or social security contributions within any relevant 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 Selected bidder. Service Providing Agency (SPA) may agree that it will 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 selected bidder's fees, tax, insurance or benefits arising out of or in connection with selected bidder's performance of this assignment.

21. Transfer/Sub-Contracting

The bidder has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.

S. Formats & Annexure for submission of Information



Letter of Proposal

<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 Technical bid (Including the details of Pre-qualification Criteria) for <Title of the RFP>

Ref : < Title of the RFP> published vide Advt. No _____/Date _____

Dear Sir/Madam,

We, the undersigned, offer to provide solutions to the OSCSC on <Title of the RFP> 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.

We hereby undertake that if our proposal will be accepted then we will make necessary arrangements for deployment of requisite number of Manpower in the assigned Cluster within seven days of receipt of Letter of Intent (LOI).

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. This is to declare that the Company/Firm is bidding in all numbers of Clusters.

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

Enclosed: The Details of Bidder's Profile

Yours sincerely,

Authorized Signature with Seal [In full and initials]

Name and Title of Signatory:

Name of Firm/Company:

Address: Location: Date:



RFP Advt. No. _____/OSCSC, date _____

Format at 'Annexure-B'

<Title of the RFP>

Bidder's Profile

Particulars of the Bidder (The bidder needs to fill up the table below and to submit in the Printed Format in the Company Letter PAD)

Sl. No.	Information Sought	Details to be Furnished	Page No. Reference of the Supporting Documents attached by the Bidder
A	Name of the Company Registered Office Address Correspondence address		
B	Incorporation status of the firm/Company (public limited / private limited, etc.)		
C	Date of Registration		
D	ROC Reference No.		
E	Name Authorised Person		
	E-mail ID		
	Phone nos. / Mobile Number		
F	PAN Number		
G	GST Registration No.		
H	EPF Registration No.		
I	ESI Registration No.		
Details to be given for Pre-Qualification Evaluation Criteria			
J	Legal Entity	Certificate of Incorporation (Year of establishment/ Date of registration)	
K	Bidder should possess minimum ISO 9001:2008 certification or above.	Certificate for possessing minimum ISO 9001:2008	
L	Geographical Presence	Address Proof of the Company/Agency justifying the establishment for a minimum period of one year	
M	Declaration on Black listing	Self Declaration in Company Letter Pad	
N	Average Annual Turnover	Charter Accountant Certificate	
O	Technical Capability	Copies of Work Order & Work Completion Certificate & Submission of a self certificate on Technical Capability	
P	Manpower Strength	Self certificate on the number of Manpower on its roll with prescribed details to be submitted along with the ECR Challan copy either of the three months i.e. from April-2023 to June-2023.	
Q	Tender Fees	D.D No. for Tender Fee	
R	EMD	D.D No. of EMD	
S	Power of Attorney	Copy of power-of-attorney in the name of the signatory of the Proposal to be submitted	

Authorized Signature with Seal[In full and initials]

RFP Advt. No. _____/OSCSC, date _____
<Title of the RFP>

Format at 'Annexure-C'

Form for self-declaration of not been Blacklisted

(To be submitted in the form of court affidavit)

To,

The Managing Director,
Odisha State Civil Supplies Corporation Limited,
C/2, Nayapalli, Bhubaneswar,
Odisha, Pin 751012

Ref : < Title of the RFP> published vide Advt. No _____/Date _____

Sub: Declaration of not been blacklisted in response to the RFP for < Title of the RFP> published vide Advt. No _____/Date _____

Dear Sir,

We the company/Firm, M/s _____, is hereby undertaking the followings:

1. That, our company/Firm is not blacklisted in any manner whatsoever by any of the State/UT and/or central government in India/ any PSUs on any ground including but not limited to indulgence in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the last five years up to the date of submission of bid or the black listing shall not be in force till the date of submission of bid, if awarded, prior to the said five years.
2. That, neither the Company/Firm nor any of its director/s nor partner/s have been convicted by any court of law nor any criminal case be pending against them before court of law.

Also, it is to undertake herewith that in case it is found any such misrepresentation to the above mentioned fact, OSCSC shall have the right to cancel/reject the bid document submitted with respect to this RFP or disqualify the bid without further notice.

Place:

Date:

Bidder's Company Seal:

Authorized Signature with Seal [In full and initials]

Authorized Signatory's Name and Designation:

Note:

1. 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.
2. In case the bidding firm will be found disqualified or debarred or blacklisted by any State Government or Central Government or Public Sector Undertakings or any local authority, during the process of evaluation of its bid till award of contract, the said bidding firm may also be declared as disqualified w.r.t to this RFP.



RFP Advt. No. _____/OSCSC, date _____
<Title of the RFP>

Format at 'Annexure-D'

Financial Capacity of the Bidder (Average Annual Turnover)

Sl. No.	Financial Year	Annual Turnover in Lakhs
1.	2017-18	
2.	2018-19	
3.	2019-20	
4.	2020-21	
5.	2021-22	
Average Annual Turnover		

Certificate from the Statutory Auditor

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

Name of the audit firm: _____ Seal of the audit firm: _____
Date: _____

(Signature, name and designation of the authorized signatory)
Membership Number _____

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

RFP Advt. No. _____/OSCSC, date _____
< Title of the RFP>

Format at 'Annexure-E'

Information on successfully provided similar services of qualified legal consultant in any State Govt/Central Govt./ PSUs, in the last 5 years ending with FY-2022-23.

Sl. No.	Name of any State Govt/Central Govt./ PSUs wherein provided similar services of qualified legal consultant	Work Order No/Date & Work Completion Certificate No/date	Number of qualified Legal Consultants provided	Page No of the Work Order Copy& Work Completion Certificate attached in the Bid document
01				
02				
03				
04				
05				
06				
07				
08				
09				
10				

Place:

Date:

Bidder's Company Seal:

Authorized Signature with Seal[In full and initials]

Authorized Signatory's Name and Designation:



RFP Advt. No. _____/OSCSC, date _____
<Title of the RFP>

Format at 'Annexure-F'

Template for Manpower (Manpower) Deployment Declaration

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

Sl. No.	Name of the ongoing Project of Govt/PSU in which the Manpower engaged	Number of Manpower Engaged in the particular project of Govt./PSU (Status of Manpower in either of three months i.e. from April-2023 to June-2023)	Page Number Reference of the EPF copy of the in either of three months i.e. from April-2023 to June-2023	Number of Manpower as per the EPF record in either of three months i.e. from April-2023 to June-2023
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
Total Number of Manpower engaged in different projects of Govt./PSUs as per EPF record				

N:B : This is to certify that the detail list of Manpower given above are in tallied with the number of manpower as per ECR(EPF) Copy enclosed.

Authorized Signature with Seal [In full and initials]
Business Address:



Financial 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 <Title of the RFP> RFP Advt. No ____/OSCSC, Date ____

Dear Sir/Madam,

We, the undersigned, offer to provide the Implementation services for < Title of the RFP > in accordance with your Request for Proposal dated < Date> and our Proposal (Technical and Financial Proposals). The Financial Proposal as given below is for the sum of < Rate of Service Charges in Percentages in words and figures>. The details of financial proposal is given below.

Finance Bid Format

Cluster No.	Name of the Districts	Fixed Monthly Remuneration	Rate of Service Charges in Percentages (%)
A	B	C	D
Cluster No-01	Sundergarh	@Rs.40,000/- per Manpower per month	Rate in _____% (Word) Rate in _____% (Figure)
	Jharsuguda		
	Deogarh		
	Bargarh		
	Sambalpur		
	Sonepur		
Cluster No-02	Nabarangpur	@Rs.40,000/- per Manpower per month	Rate in _____% (Word) Rate in _____% (Figure)
	Balangir		
	Nuapada		
	Koraput		
	Ganjam		
	Nayagarh		
Cluster No-03	Keonjhar	@Rs.40,000/- per Manpower per month	Rate in _____% (Word) Rate in _____% (Figure)
	Mayurbhanj		
	Balasore		
	Dhenkanal		
	Angul		
	Bhadrak		
Cluster No-04	Jagatsinghapur	@Rs.40,000/- per Manpower per month	Rate in _____% (Word) Rate in _____% (Figure)
	Cuttack		
	Jajpur		
	Kendrapara		
	Puri		
	Khordha		
Cluster No-05	Rayagada	@Rs.40,000/- per Manpower per month	Rate in _____% (Word) Rate in _____% (Figure)
	Gajapati		
	Boudh		
	Kandhamal		
	Malkangiri		
	Kalahandi		
Cluster No-06	Head Office (Orissa State Civil Supplies Corporation Ltd.)	@Rs.40,000/- per Manpower per month	Rate in _____% (Word) Rate in _____% (Figure)



N:B:-

- a) The bidder shall quote rate for service charges in percentages only in column No 'D'.
- b) The Bidder has to quote a single rate of service charge for each cluster as a whole. The cluster wise least cost quoted by any bidder shall be the decision factor for selecting a bidder for that cluster.
- c) Service charges in percentage to be quoted by the Bidders, which shall be the bidding parameter as per the Financial Bidding Format. Service charges should be written in percentage (%) and in figures. Bidders are advised to quote service charges after due diligence which should be reasonable and workable.
- d) The minimum service charge for manpower outsourcing these services is 3.85% on the fixed remuneration payable to the manpower.
- e) Service charges should include all incidental and ancillary expenses like providing logistics, Financing charges & overhead, premium towards insurance cover for the man-power employed, premium towards third-party insurance cover, other incidental administrative costs like trainings, Overhead Profits, TDS deductions, management charges and supervisory charges including Contractor's Profit, other overheads, etc.
- f) The participating bidder will quote 3.85% or above as service charge will be considered.
- g) If a bidder quotes service charges less than 3.85% or more than 7%, the bid shall be treated unresponsive and will not be considered for further evaluation and will be disqualified.
- h) Each cluster shall be treated as separate unit. The bidder shall quote for all the clusters in its financial bid.
- i) The rate quoted in the financial bid format is exclusive of GST. GST shall be applicable as per the prevailing rate of GST Act.
- j) The TIA reserves the right to seek from any bidder w.r.t its detail break-up of rate quoted in financial bid.
- k) The bidder shall not include any cost towards TA/DA of the manpower in its financial bid.
- l) Under any circumstances, no price escalation whatsoever shall be entertained during the contract period except revision in minimum wages & GST.

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. Cluster Rate

We have indicated in the relevant forms enclosed, the cluster 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 with Seal[In full and initials]

Name and Title of Signatory:

Name of Firm/Company:

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 <Title of the RFP> 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.

&&

