



Request for Proposal

**For Selection of Service Providing Agency (SPA)
for providing services on outsourcing basis for
managing day-to-day activities
At HO/District /RRC level**

RFP Advt. No. 18702 /OSCSC/Dated 30 / 12 /2025

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

Odisha State Civil Supplies Corporation Limited

(A Govt. of Odisha Undertaking)

Registered Office: C/2, Nayapalli, Bhubaneswar-751012

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



Request for Proposal For Selection of Service Providing Agency (SPA)
for providing services on outsourcing basis for managing day to day activities at
Head Office/ District / RRC level

RFP Advt. No. 18702 / OSCSC, Date: 30/12/2025

Odisha State Civil Supplies Corporation Limited invites proposals through e-Procurement Portal: www.tendersodisha.gov.in 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.tenderodisha.gov.in & www.oscsc.in for "Selection of Service Providing Agency for providing services on outsourcing basis for managing day to day activities at Head Office/District/ RRC level in the State of Odisha". The details of timetable of the RFP are given below.

Sl No	Event Description	Date
1	Publication of RFP in website	31-12-2025
2	Pre-Bid meeting	07-01-2026 at 1500 Hours at Office of OSCSC Ltd., C/2, Nayapalli, Bhubaneswar-751012
3	Last Date and time for submission of Proposal	20-01-2026 at 1700 Hours through e-Procurement Portal: www.tendersodisha.gov.in
4	Opening of Technical Proposal	21-01-2026 at 1600 Hours at Office of OSCSC Ltd. C/2, Nayapalli, Bhubaneswar-751012
5	Presentation by Bidders Qualified in Eligibility Criteria	31-01-2026 at 1530 Hours Venue will be at Office of OSCSC Ltd., C/2, Nayapalli, Bhubaneswar-751012.
6	Opening of Financial Bid	02-02-2026 at 1600 Hours at Office of OSCSC Ltd. C/2, Nayapalli, Bhubaneswar-751012 Any change in the scheduled date will be intimated to the Technically Qualified Bidders through online & to the registered mail ID.

Any amendment in the tender document due to decision in pre-bid meeting/extension of bid if any shall only be notified in the websites mentioned above. The mode of submission of bids shall be e-Procurement Mode through www.tendersodisha.gov.in. The authority reserves the right to cancel any or the entire selection process without assigning any reason thereof.

-Sd/-

**Managing Director, OSCSC Ltd
Odisha State Civil Supplies Corporation Limited**

Contents

FOR SELECTION OF SERVICE PROVIDING AGENCY (SPA)FOR PROVIDING SERVICES ON OUTSOURCING BASIS FOR MANAGING DAY-TO-DAY ACTIVITIES	1
A. DISCLAIMER:	4
B. ABBREVIATIONS:	4
C. OBJECTIVE OF THE RFP.....	5
D. FACT SHEET	5
E. SCHEDULE FOR THE BID PROCESS	7
F. SCOPE OF WORK	8
G: MANPOWER REQUIREMENT	9
H. EDUCATIONAL QUALIFICATION AND DESCRIPTION OF DUTY FOR THE ABOVE LISTED REQUIRED CATEGORIES OF PERSONNEL:	10
I. INSTRUCTION TO THE BIDDER	11
J. TENDER FEE:	13
K. SUBMISSION OF PROPOSALS :	14
L:TENDER EVALUATION (TECHNICAL BID & FINANCIAL BID).....	21
M. PREQUALIFICATION BID EVALUATION	23
N. TECHNICAL BID EVALUATION:	25
O. FINANCIAL BID PROPOSAL (OVERALL COST)	26
P. FINANCIAL IMPLICATION	28
Q. TERMS OF REFERENCE FOR DEPLOYMENT OF MANPOWER ON OUTSOURCING BASIS	33
R. GENERAL TERMS & CONDITIONS OF SERVICE LEVEL AGREEMENT (SLA)	36
S: FORMATS & ANNEXURE FOR SUBMISSION OF INFORMATION.....	43

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 Ltd., (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 Department, 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
14	e-PBG	e-Performance Bank Guarantee

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 deployment for OSCSC on outsourcing basis.

Statement of Purpose:

Odisha State Civil Supplies Corporation (OSCSC) as a Company, requires engagement of eligible, reputed and qualified organizations to facilitate and support for providing services on outsourcing basis for managing day to day activities at Head Office/District/ RRC level in the following categories of posts i.e. Data Entry Operator, Assistant Programmer, Junior Accountant, Security Guard (Non-Armed), Sweeper, Mali, Electrician, Dusting Operator, Multi-Tasking Staff, Junior Engineer (Civil), Quality Analyst. 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 Bonafide firms / agencies / service providers to provide support staff. The support staff will be engaged in the Head Office/ District /RRC level of OSCSC Ltd.

D. Fact Sheet

Clause Reference	Topic
Title of this RFP	"Selection of Service Providing Agency for providing services on outsourcing basis for managing day to day activities at Head Office/District/ RRC level" in the State of Odisha.
Publication of RFP	Request for Proposal (RFP) published in the official website www.foododisha.in & www.oscsc.in and the bid shall be submitted online through e-Procurement Portal: www.tendersodisha.gov.in
Scope of this RFP	The scope of this RFP is to solicit bids from the interested SPAs for providing services on outsourcing basis for managing day to day activities at Head Office/District/ RRC level in the State of Odisha.
Eligibility of the Bidder	<ul style="list-style-type: none">➤ 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 5 (five) years ending with 31st March 2025.➤ The firm/company must have minimum average annual turnover of Rs 2.00 Crore in India in last Five Financial Years i.e. FY-2019-20, FY-2020-21, FY-2021-22, FY-2022-23 & FY-2023-24.➤ The firm/company should have Experience in similar type of services in any State Govt/Central Govt./ PSUs, in atleast one project with minimum project cost amounting to INR 1 Crore in India in the last 5 financial years such as <u>FY-2020-21, FY-2021-22, FY-2022-23, FY-2023-24 & FY-2024-25.</u>➤ The firm/company should have at least 100 numbers of similar manpower on its pay-roll (who are being engaged in different projects in any State Govt/Central Govt./ PSUs) in any one month out of the last three months i.e.

Clause Reference	Topic
	April-2025, May-2025 & June-2025.
Project Period	<ol style="list-style-type: none"> 1. The total Service contract period will be for two years. 2. The work order shall be renewed on yearly basis on review of satisfactory performance. 3. Further, as per the prevailing provisions of the OGFR-2023, in case of any exigencies, TIA reserves the right to extend the service contract up-to one year over and above the project period on review of satisfactory performance, under the same rate and terms & conditions of the RFP.
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	The bidders are required to submit the <i>Tender Fee (non-refundable) of Rs 20,000.00 (Rupees Twenty Thousand)</i> only, through online mode at www.tendersodisha.gov.in along with the Proposal. Proposals received without or with inadequate RFP Document fees shall be rejected.
Earnest Money Deposit (EMD)	Bidders shall submit along with their Bids, EMD of Rs 5.00 Lakh (Rupees Five Lakhs) only , through online mode at www.tendersodisha.gov.in .
Performance Security	The selected bidder would be required to provide a Performance Security either in shape of Demand Draft or in shape of <i>e-PBG</i> in favour <i>Odisha State Civil Supplies Corporation Ltd. (OSCSC)</i> payable at Bhubaneswar 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	<ol style="list-style-type: none"> a) The technical score of all the bidders would be calculated as per the criteria mentioned below. All the bidders who achieve <u>at least 70 marks in the technical evaluation</u> 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. b) The Lowest bid among financial bid will win the bid. c) In case of rate tie in financial Bids between more than one/two bidder, preference will be given on the technical score while allotting the units of the district i.e. higher scored bidder shall be given 1st preference then next scored bidder will be preferred further. d) In case of rate tie in financial Bids between more than one/two bidder, with the same technical score, then preference will be given on the bidder with highest average annual turnover as submitted in the defined annexure format, while allotting the units of the district i.e. higher scored bidder (i.e. highest average annual turnover) shall be given 1st preference then next scored bidder will be preferred further.
Financial Proposal	a) 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 unresponsive and will not be considered for further evaluation and will

Clause Reference	Topic
	<p>be disqualified.</p> <p>b) The financial proposal shall be submitted through online mode (BOQ format) at www.tendersodisha.gov.in .</p> <p>c) The bidder shall quote a single uniform rate for all the units he/she is interested in applying for in the BOQ format.</p> <p>d) The examples are given as follows:</p> <ol style="list-style-type: none"> If the bidder wishes to quote the minimum 3.85%, he/she must select the option 'Excess (+) 0%' If the bidder wishes to quote rate of service charge as 5% , he/she must select the option 'Excess(+) 1.15%' Under no such circumstances the bidder shall select the option 'Less(-)', otherwise the bid will be disqualified.
Address for Bid Submission & Other Communication	<ol style="list-style-type: none"> The mode of submission of bids shall be e-Procurement Mode through www.tendersodisha.gov.in For all purposes the address for Communication shall be as follows: 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 Email ID- mdoscsc@gmail.com
Submission of Bid & Letter of award	<ol style="list-style-type: none"> Interested bidder shall apply for a minimum of two units. The bid applied by any bidder for less than two units shall be summarily rejected. A selected Service Providing Agency (SPA) can take up work maximum of four units. The authority reserves the right to increase or decrease allotment of such units to the selected bidder as deemed appropriate.

E. Schedule for the Bid Process

Sl No	Event Description	Date
1	Publication of RFP in website	31-12-2025
2	Pre-Bid meeting	07-01-2026 at 1500 Hours at Office of OSCSC Ltd., C/2, Nayapalli, Bhubaneswar-751012
3	Last Date and time for submission of Proposal	20-01-2026 at 1700 Hours through e-Procurement Portal: www.tenderodisha.gov.in
4	Opening of Technical Proposal	21-01-2026 at 1600 Hours at Office of OSCSC Ltd. C/2, Nayapalli, Bhubaneswar-751012
5	Presentation by Bidders Qualified in Eligibility Criteria	31-01-2026 at 1530 Hours Venue will be at Office of OSCSC Ltd., C/2, Nayapalli, Bhubaneswar-751012.
6	Opening of Financial Bid	02-02-2026 at 1600 Hours at Office of OSCSC Ltd. C/2, Nayapalli, Bhubaneswar-751012 Any change in the scheduled date will be intimated to the Technically Qualified Bidders through online & to the registered mail ID.

F. Scope of work

1. **Invitation for Bid:** Sealed Request for Proposals are invited from eligible, reputed and qualified organizations for the assignments as defined under the Terms of Reference Section. This invitation to bid is open to all Bidders meeting the minimum eligibility criteria as mentioned in subsequent section of this RFP document.
2. **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 3 (three) districts and the Head Office is listed as a separate unit. Commercial proposal should be submitted on the basis of category of manpower. The bidder shall apply for a minimum of 2 (Two) units. **The bid applied by any bidder for less than two units shall be summarily rejected**
3. A bidder can take up work in **maximum of four units**. The authority reserves the right to increase or decrease allotment of such units to the selected bidder as deemed appropriate. The authority reserves the rights to cancel any or the entire tender process without assigning any reason thereof.
4. **Division of Units of District:** The number of units applied 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		
	Zone-1 Northern	Zone-2 Central	Zone -3 Southern
Unit-1	Subarnapur	Mayurbhanj	Boudh
Unit-2	Balangir	Jajpur	Gajapati
Unit-3	Jharsuguda	Balasore	Rayagada
Unit-4	Sambalpur	Bhadrak	Kalahandi
Unit-5	Bargarh	Jagatsinghpur	Nabarangpur
Unit-6	Deogarh	Nayagarh	Ganjam
Unit-7	Angul	Cuttack	Nuapada
Unit-8	Dhenkanal	Khordha	Koraput
Unit-9	Sundargarh	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 maximum of four units per bidder, where each unit would have 3 districts, please refer Annexure-J for the information of districts along with total number of supply of manpower for performing and managing day to day activities at HO/District/RRC level.

G: Manpower Requirement

- The different categories of resources required to be deployed on outsourcing basis along with the remuneration are listed below:

Sl No.	Category of Post	No of outsourced resources required at Head Office	No of outsourced resources required at District Level	Total no of outsourced resources required	Monthly basic remuneration (in Rs.)
A	B	C	D	E=C+D	F
01	Data Entry Operator (DEO)	31	82	113	14,900/-
02	Assistant Programmer	1	25	26	15,600/-
03	Junior Accountant	0	36	36	14,900/-
04	Security Guard	12	213	225	12,600/-
05	Sweeper	6	80	86	12,600/-
06	Dusting Operator	0	53	53	12,600/-
07	Mali	1	0	1	12,600/-
08	Multi-Tasking Staff	15	0	15	12,600/-
09	Electrician	1	0	1	14,900/-
10	Junior Engineer (Civil)	1	0	1	26,400/-
11	Quality Analyst	0	3	3	14,900/-
	Total	68	492	560	

H. Educational Qualification and Description of duty for the above listed required categories of personnel:

Sl. No.	Category of Personnel	Educational Qualification	Brief description of duties *	Place of working
1	Data Entry Operator	Graduate in any stream with DCA/PGDCA. With minimum one year post qualification experience.	Data entry work	District/HeadOffice
2	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 processing	District/HeadOffice
3	Junior Accountant	B.Com with DCA, With minimum one year post qualification experience.	To deal accounts matter	District Office
4	Security Guard (Non-Armed)	7 th Class	Watch & ward duty at RRC / Office	District/HeadOffice
5	Sweeper	7 th Class	Sweeping & cleaning work	District/HeadOffice
6	Dusting Operator	7 th Class	Cleaning activity at RRC	District Office
7	Mali	7 th Class	Horticultural and cleaning related works	Head Office
8	Multi-Tasking Staff	7 th Class	Assisting in Day-to-Day assigned official duty	Head Office
9	Electrician	ITI Pass in Electrical, With minimum one-year post qualification experience.	Matter related to electric work of the office	Head Office
10	Junior Engineer	Diploma in Civil Engineering / B.Tech. (Civil) with minimum one-year post qualification experience.	Construction related works	Head Office
11	Quality Analyst	Degree in Botany/ Chemistry/ Agriculture with computer knowledge.	Checking of quality of PDS commodities	District Office

a) Typing Test in English and Odia for Data Entry Operator:

The data entry operator should have a speed of 166 characters in English and Odia per minute and should be well conversant with computers and essentially trained in MS office, internet and LAN function.

b) Age Limit:

The minimum age shall be 21 (Twenty-one) years as on date 01.01.2025. The maximum age limit shall be 58 (Fifty-eight) years. The selection & deployment of above indicated posts shall be guided by OSCSC.

I. 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. 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. 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. 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. Failure to comply with the requirements set out in this RFP may render the Proposal non-compliant and the Proposal may be rejected.
- b. 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 on or before **06.01.2026 by 1500Hrs.** Accordingly, responses to the pre-bid queries will be replied by 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):

Sl. No	RFP document reference(s) (Selection & Page Number(s)	Content of RFP requiring clarification(s)	Points of clarification
1.			
2.			

4. 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.
5. The Nodal Officer, notified by 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.
6. 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
7. The Corrigendum/Addendum (if any) will be posted on the website www.foododisha.in, www.oscsc.in and on www.tendersodisha.gov.in.
8. Any such corrigendum/Addendum shall be deemed to be incorporated into this RFP.
9. The bidders while submitting the proposal should submit duly signed copy of corrigendum/addendum along with it.
10. 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.

J. Tender Fee:

1. RFP document can be downloaded from the website www.foododisha.in & www.oscsc.in & www.tendersodisha.gov.in. The bidders are required to submit the **Tender Fee (non-refundable) of Rs.20,000.00** (Rupees Twenty thousand) only through online mode at www.tendersodisha.gov.in along with the Proposal. Any proposals received without or with inadequate Tender fees shall be rejected.

2. Earnest Money Deposit (EMD):

Bidders shall submit, along with their Bids, **EMD of Rs. 5,00,000.00** (Rupees Five Lakh) only through online mode at www.tendersodisha.gov.in, payable at Bhubaneswar. 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.

3. Performance Security:

The selected bidder would be required to provide a Performance Security either in form of Demand Draft drawn from any scheduled Bank or in form of e-PBG (e-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 GoO 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.

4. 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.

K. Submission of Proposals :

1. Online Bidding Process:

The tender documents uploaded by the Tender Inviting Authority (TIA) in the website www.tendersodisha.gov.in will appear in the section of "Upcoming Tender" before the due date of tender sale. Once the due date has arrived, the tender will move to "Active Tender" Section of the homepage. The publication of the tender will be for a specific period of time till the last date of submission of tenders as mentioned in the 'Notice Inviting Tender' after which the same will be removed from the list of Active tenders. Any bidder can view or download the tender documents from the website. Potential bidders participating in the bidding process will be required to submit a detailed Technical Bid & Financial Bid in response to the Tender Call Notice.

2. Special Instructions to the Bidders for the e-submission of the bids online through this eProcurement Portal

- a. Bidder should do Online Enrolment in this Portal using the option Click Here to Enroll available in the Home Page. Then the Digital Signature enrolment has to be done with the e-token, after logging into the portal. The e-token may be obtained from one of the authorized Certifying Authorities such as eMudhraCA /GNFC/IDRBT/ MtnTrustline/ SafeScript/ TCS.
- b. Bidder then logs into the portal giving user id / password chosen during enrolment.
- c. The e-token that is registered should be used by the bidder and should not be misused by others.

- d. DSC once mapped to an account cannot be remapped to any other account. It can only be Inactivated.
- e. The Bidders can update well in advance, the documents such as certificates, purchase order details etc., under My Documents option and these can be selected as per tender requirements and then attached along with bid documents during bid submission. This will ensure lesser upload of bid documents.
- f. After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as per the tender document, otherwise, the bid will be rejected.
- g. The BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only.
- h. Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in PDF/XLS/RAR/DWF formats. If there is more than one document, they can be clubbed together.
- i. The bidder reads the terms and conditions and accepts the same to proceed further to submit the bids
- j. The bidder has to submit the tender document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process.
- k. There is no limit on the size of the file uploaded at the server end. However, the upload is decided on the Memory available at the Client System as well as the Network bandwidth available at the client side at that point of time. In order to reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and also the size of file also gets reduced. This will help in quick uploading even at very low bandwidth speeds.
- l. It is important to note that, the bidder has to Click on the Freeze Bid Button, to ensure that he/she completes the Bid Submission Process. Bids Which are not Frozen are considered as Incomplete/Invalid bids and are not considered for evaluation purposes.
- m. The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.
- n. The bidder may submit the bid documents online mode only, through this portal. Offline documents will not be handled through this system.
- o. At the time of freezing the bid, the eProcurement system will give a successful bid updation message after uploading all the bid documents submitted and then a bid

summary will be shown with the bid no, date & time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.

- p. After the bid submission, the bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event.
- q. Successful bid submission from the system means, the bids as uploaded by the bidder is received and stored in the system. System does not certify for its correctness.
- r. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected.
- s. The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.
- t. All the data being entered by the bidders would be encrypted at the client end, and the software uses PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission and not viewable by any one until the time of bid opening. Overall, the submitted bid documents become readable only after the tender opening by the authorized individual.
- u. During transmission of bid document, the confidentiality of the bids is maintained since the data is transferred over secured Socket Layer (SSL) with 256 bit encryption technology. Data encryption of sensitive fields is also done.
- v. The bidders are requested to submit the bids through online eProcurement system to the TIA well before the submission end date and time (as per Server System Clock).

3. Submission of Tender:

For submission of Tenders through the e-Tender Portal: **www.tendersodisha.gov.in**, the bidder shall upload the scanned copy/copies of document in prescribed format wherever warranted in support of eligibility criteria and qualification information. If required, the TIA reserves the right to invite the bidders to produce the original documents in support of the scanned copies of documents, statements etc. uploaded in the portal on the specified date. Bid documents may be scanned with 75-100 dpi with black and white option. Any addendum /corrigendum /correction issued shall be part of the tender documents and shall be notified in the website and the bidder is required to

take those into account before submitting the tender by the due date. The Officer inviting tender will provide entire tender document along with annexures and enclosures in the portal. The bidder shall carefully go through the document and prepare the required documents and upload the scanned documents in Portable Document Format (printable in A4 size paper) to the portal in the designated locations of Technical Bid. The bidder will fill up the rates/financial quotes in designated Cell and upload the same in designated locations of Financial Bid (BoQ) and no other format shall be used to upload the Financial Bid. Mentioning of rate anywhere in the Bid documents other than the designated location of Financial Bid (as prescribed in the specified location only in the protected Bill of Quantities online BoQ in ".xls" format) by the bidder shall result in disqualification of the bidder. Use of DSC of appropriate class shall effect submission of documents. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document along with Letter of Proposal and Tender Submission Undertaking as per format given in the Tender Document. The bidder needs to upload the required documents, annexures for consideration of his tender. The uploaded tender documents become readable only after the tender opening by the authorized bid openers. All credentials, documents and copies of certificate / information called for shall be submitted along with the Tender. Furnishing scanned copy of all required documents is mandatory otherwise his/her tender shall be declared as non-responsive and thus liable for rejection.

4. Online Deposit of Tender Fees & Earnest Money Deposit:

The bidder shall deposit the Tender Fees & Earnest Money Deposit at the time of submission of tender through online payment gateway service, following to the process as per Works Department office Memorandum vide Letter No.17254 dated 05.12.2017 (Copy of the Memorandum is attached).

5. Deadline for Submission of Tender:

The online submission will remain active till the last date and time of tender submission. Once the date and time (Server date and time) is over, the bidder will not be able to submit the tender. The date and time of tender submission shall remain unaltered even if the specified date for the submission of tenders declared as a holiday for the Officer Inviting the Tender by the Tender Calling Authority otherwise extended expressly.

6. Late Tenders:

The system shall reject submission of any tender through portal after closure of the receipt time. For all-purpose the server time displayed in e-tender portal shall be the time to be followed by the bidder and concerned officers. In the case of any failure, malfunction, or breakdown of the electronic system used during the e-tender process,

the tender inviting authority shall not accept any responsibility for failures or breakdowns other than in those systems strictly within their own control.

7. Modification and Withdrawal of Tenders:

In the e-Tender Portal: www.tendersodisha.gov.in, it is allowed to modify the bid any number of times before the final date and time of submission. The bidder shall have to log on to the system and resubmit the documents as asked for by the system including the price bid. In doing so, the tenders already submitted by the bidder will be removed automatically from the system and the latest tender only will be admitted. But the bidder should avoid modification of tender at the last moment to avoid system failure or malfunction of Internet or traffic jam or power failure. If the bidder fails to submit his modified tenders within the designated time of receipt, the tender already in the system shall be taken into consideration. In the e-Tender Portal, withdrawal of tender is allowed before expiry of the closure time of the tender. But, in such case, the bidder has to furnish a letter for its withdrawal with appropriate reasons, addressing the Tender inviting Authority and the same scanned document need to be uploaded to portal in the respective tender before the closure date and time of receipt of the tender. The system shall not allow any withdrawal after expiry of the closure time of the tender. After opening of technical bid, no withdrawal of tender is allowed. If the bidder withdraws his/her tender, the Earnest Money Deposit will be forfeited.

8. Opening Of Tenders:

The tender will be opened through e-tender Portal: www.tendersodisha.gov.in, in the Office of OSCSC Ltd. C/2, Nayapalli, Bhubaneswar-12 on the date and time indicated. Specified date and time of opening of tender can be modified issuing a corrigendum to this effect in the portal, if necessary. It shall be duty of prospective bidder to refer the web portal continuously for any corrigendum's etc. to the tender. The bidders who participated in the online tendering can witness opening of the tender from any system remotely logging on to the portal with the DSC. Bidders are not required to be present during the tender opening to witness the process. But the bidder shall be at liberty to be present either in person or through an authorized representative. The authorized representative shall furnish the authorization letter duly executed by the bidder. If the date of opening of tender happens to be a holiday, the tender will be opened at the same time on the next working day following the holiday. The Technical evaluation of all the tenders will be taken up as per the information furnished by the Bidder. But evaluation of the tender does not exonerate the bidders from checking their original documents and if at a later date the bidder is found to have misled the evaluation

through wrong information, action shall be taken against the bidder which includes but not limited to forfeiture of Earnest Money Deposit or Security Deposit as the case may be. After technical evaluation of the tender and selection of the technically qualified Bidders, the financial bids of the technically qualified bidders only shall be opened (online) on the due date and time of opening to be notified after technical bid evaluation.

9. Pre-Qualification-cum-Technical Proposal –

The Pre-Qualification-cum-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*. It is the responsibility of the bidder to provide required information in the prescribed table format as annexed in the RFP. The onus of proof of such information lies with the bidder only. In case, any information given in the bid document will be found out to be false, the bidding firm shall be debarred for further bidding, for a period of five years & the EMD/Performance security shall be forfeited.

10. Financial Proposal:

Interested bidder shall submit its financial proposal online only on www.tendersodisha.gov.in, in the designated cell of Bill of Quantity (BoQ) (the "Financial Proposal") clearly indicating the percentages of service charges. The bidder shall quote a single uniform rate for all the units he/she is interested to apply for in the BOQ format. The offer should remain valid for acceptance for 180 days from the date of submission of bid. The base percentage rate of service charge is 3.85%. Therefore, 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. The examples are given is as follows:

- a) If the bidder wishes to quote the minimum 3.85%, he/she must select the option '**Excess(+) 0%**'
- b) If the bidder wishes to quote rate of service charge as 5% , he/she must select the option '**Excess(+) 1.15%**'
- c) Under no such circumstances the bidder shall select the option '**Less(-)**', otherwise the bid will be disqualified.

11. Authentication of Bids:

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



12. 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 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.

13. 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.

14. Venue & Deadline for Submission of Proposals

Proposals, in its complete form in all respects as specified in the RFP must be submitted online within the last date & time of submission. All submissions must be to OSCSC through online mode only. OSCSC Ltd would not be responsible for any delays caused due to submission of bid through online mode.

15. Late Bids

- i. Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever or submitted other than the online mode, shall not be entertained.
- 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 or delay for uploading of the bid documents. No further correspondence on the subject will be entertained.
- iv. 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.

16. 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.

17. 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. In case of any single bid/single responsive bid for any unit, the TIA reserves the right to accept/cancel the proposal for that unit without assigning any reason there off and may invite fresh proposal. Here, each Unit shall be treated as separate unit.

L:Tender Evaluation (Technical Bid & Financial Bid)

1. Evaluation Process

- a) OSCSC will constitute a **Proposal Evaluation Committee** to evaluate the responses of the bidders.
- b) The Proposal Evaluation Committee constituted by OSCSC shall evaluate the responses to the RFP and all supporting documents/ documentary evidence. Inability to submit requisite supporting documents/documentary evidence, may lead to rejection of the bid.
- c) 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.
- d) The Proposal Evaluation Committee may ask for meetings with the Bidders to seek clarifications on their proposals, if required.
- e) Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.

2. Bid Scrutiny:

Initial Bid scrutiny will be held and incomplete details as given below will be treated as non-responsive if Proposals:

- a) are not submitted as specified in the RFP document;
- b) received without the Letter of Authorization (Power of Attorney);
- c) are found with suppression of details;
- d) with incomplete information, subjective, conditional offers and partial offers submitted.
- e) 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.

- a) First the Pre-Qualification Proposal will be evaluated and only those bidders who qualify the requirements will be eligible for next set of evaluations.
- 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 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) Lowest bid among financial bid will be awarded the contract.
- d) In case there is a tie in financial bid rate quoted by two or more bidders, then the technical bidscore 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.
- e) In case of rate tie in financial Bids between more than one/two bidder, with the same technical score, then preference will be given on the bidder with highest average annual turnover as submitted in the defined annexure format, while allotting the units of the district i.e. higher scored bidder (i.e. highest average annual turnover) shall be given 1st preference then next scored bidder will be preferred further.
- f) 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.
- g) The submission of tender fees & EMD is mandatory for all interested bidders irrespective of any legal status. Any bid proposal received without submission of tender fees & EMD shall be summarily rejected.

5. 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 such case of least cost selection method, if the negotiation with L1 bidder fails, then the TIA may invite the L2 bidder to execute the assignment at prices of L1. If the negotiation with L2 bidder fails, the TIA shall cancel the bidding process and re-invite the bids.
- e) In case of any single bid, the prevailing rules of OGFR-2023 shall apply for the particular unit.

M. Prequalification Bid Evaluation

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

Prequalification Bid Evaluation Table

Sl. No.	Basic Requirements	Specific Requirements	Documents/Information to be provided in the submitted proposal
1	Legal Entity	The firm/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 2025.	Certificate of incorporation Registration Certificate PAN Card Copy IT filing Returns for the last 05 consecutive Five Assessment Years i.e. AY-2020-21, AY-2021-22, AY-2022-23, AY-2023-24 & AY-2024-25. GST Registration Certificate EPF Registration Certificate ESI Registration Certificate
2	Geographical Presence	The firm/company must have its office located in Odisha for a minimum period of one year prior to the date of bid submission.	It is the responsibility of bidder to submit proper address proof or copy of rent agreement (if any).
3	Blacklisting	Declaration by firm/company 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 declaration as per the prescribed format at the given Annexure)
4	Annual Turnover	The firm/company must have minimum average annual turnover of Rs 2.00 Crore in India in last Five Financial Years i.e. FY-2019-20, FY-2020-21, FY-2021-22, FY-2022-23 & FY-2023-24. (Provide information as per the prescribed format at the given Annexure)	Audited Balance of last Five Financial Years i.e. FY-2019-20, FY-2020-21, FY-2021-22, FY-2022-23 & FY-2023-24. The bidder should submit the Chartered Accountant certificate specifically on the average annual turnover.
5	Technical Capability	The firm/company should have successfully undertaken/undertaking similar type of services in any State Govt/Central Govt./ PSUs, in atleast one project with minimum project cost amounting to INR 1 crore in India	The bidder shall submit self-certified information sheet at the prescribed format at the given 'Annexure' along with proof of documents i.e. the work order

Sl. No.	Basic Requirements	Specific Requirements	Documents/Information to be provided in the submitted proposal
		in the last 5 financial years such as <u>FY-2020-21, FY-2021-22, FY-2022-23, FY-2023-24 & FY-2024-25.</u>	<u>or the service agreement occurred with the client must be produced as a proof of work experience of the bidder.</u> Accordingly, the technical evaluation shall be made in the Prescribed Format under 'Relevant Experience/ Technical Capability'.
6	Manpower Strength	The firm/company should have at least 100 numbers of similar manpower on its pay-roll (who are being engaged in different projects in any State Govt/Central Govt./ PSUs) in any one month out of the last three months i.e. April-2025 to June-2025 to be eligible to bid in the Project. Accordingly, technical evaluation shall be made on the basis of highest number of similar manpower as per the EPF in any one month out of the last three months i.e. April-2025, May-2025 & June-2025. (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 in any one month out of the last three months i.e. April-2025, May-2025 & June-2025. The bidder has to submit EPF/ESI/Employee ID detail. This is to be given by bidders for evaluation at pre-qualification stage.
7	Tender Fees	The firm/company must have submitted Rs. 20,000/- (Rupees Twenty Thousand Only) towards the cost of the Tender Document.	Document generated through online payment mode at www.tendersodisha.gov.in .
8	EMD	The firm/company must have submitted the EMD of Rs 5.00 Lakh (Rupees Five Lakh only).	Document generated through online payment mode at www.tendersodisha.gov.in .
9	Power of Attorney	The firm/company 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.	Valid ISO-9001-2008 certification No.

N. Technical Bid Evaluation:

The proposals submitted by the bidder will be evaluated on the broad parameters as described in the table below.

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 similar type of services in any State Govt./Central Govt./ PSUs, in atleast one project with minimum project cost amounting to INR 1 crore in India in the last 5 financial years such as <u>FY-2020-21, FY-2021-22, FY-2022-23, FY-2023-24 & FY-2024-25.</u>	05 Marks for each such projects experience in_Data digitization or <u>successfully undertaken/undertaking similar type of services</u> (like similar type of manpower engaged in any data entry work and similar type of services) in any State Govt./Central Govt./ PSUs of amount more than INR 1 crore in the last 5 financial years such as <u>FY-2020-21, FY-2021-22, FY-2022-23, FY-2023-24 & FY-2024-25.</u> (Ex- If a bidder has completed 03 separate projects worth value more than 1Crore each, then 15Marks shall be awarded)	20	The bidder shall submit self-certified information sheet at the prescribed format at the given 'Annexure' along with proof of documents i.e. the work order or the service level agreement occurred with the client must be produced as a proof of work experience of the bidder. Annexure-E
2	Relevant Experience / Manpower Strength	Number of existing similar manpower on its pay-roll in any one month out of the last three months i.e. April-2025, May-2025 & June-2025 (Minimum of 100 manpower as pre-qualification Criteria)	No Marks up-to minimum requirement of 100 similar man-powers. 01 Marks for every multiple of 10 numbers of similar manpower over & above the 100 numbers of similar man powers. (Ex- If a bidder has 150 similar manpower in its pay roll then 05 marks shall be awarded)	20	The bidder shall submit self-certified information sheet at the prescribed format at the given 'Annexure' along with proof of documents i.e. the work order or the service level agreement occurred with the client must be produced as a proof of work experience of the

Sl. No.	Criteria	Sub-Criteria	Basis of Evaluation	Maximum Marks	Supporting doc
					bidder. Annexure-D
3	Average Annual Turnover of the Bidding Company	Average Annual Turnover of the last Five Financial Years i:e FY-2019-20, FY-2020-21, FY-2021-22, FY-2022-23 & FY-2023-24 (Minimum of Rs.2.00 Crore as pre-qualification Criteria)	No Marks shall be given for the minimum Average Annual Turnover of Rs.2.00Crore. 05 Marks shall be given for every multiple of completed 1.00 Crore over & above 2.00 Crore. (Ex- If a bidder has Average Annual Turnover 4.5 Crore then 10 Marks shall be awarded)	30	The bidder should submit the Chartered Accountant certificate with UDIN specifically on the average annual turnover Annexure-G
4	Proposed Methodology and Team Structure & Technical capability as per technical bid criteria	Power Point Presentation Slides on: 1. Relevant similar experience in data digitization. 2. Existing Team structure & availability of similar manpower and reporting mechanism. 3. Risk mitigation (contingency plan) and exception handling. 4. SLA management.	Qualitative assessment based on the following: 1. Relevant similar experience in similar type of services-10 Marks 2. Existing Team structure & availability of similar manpower and reporting mechanism- 10Marks 3. Risk mitigation (contingency plan) and exception handling-5 Marks 4. SLA management- 5Marks	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 in the Technical bid.
Grant Total of Marks				100	

O. 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 unit cost quoted (i.e. rate in**

percentages) by the bidder shall be treated as L1 bidder for that particular unit.

2. The minimum service charge for manpower outsourcing is 3.85% on the applicable minimum wages payable to the outsourced manpower. If a bidder quotes service charges less than 3.85% or more than 7%, the bid shall be treated as unresponsive and will not be considered for further evaluation and will be disqualified.
3. Service charges should include all incidental and ancillary expenses like providing logistics, Financing charges & overhead, premium towards insurance cover for the outsourced manpower, premium towards third-party insurance cover, other incidental administrative costs like trainings, Overhead Profits, TDS deductions, management charges for coordinator and supervisory charges including Contractor's Profit, other overheads, etc.
4. 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.
5. In case of any differential tax structure, the rate per unit (exclusive of tax) of a particular unit shall be taken in to consideration for selection of L1 bidder. In case any increase or decrease in units shall be rated as proportionately on the basis of L1 rate.
6. Any conditional bidding shall be summarily rejected.
7. The bidder shall quote rate for service charges in prescribed column of the financial bid format. No TA/DA shall be either quoted/paid over & above the amount mentioned above.
8. The Bidder has to quote a single uniform rate of service charge for the units applied and the least unit cost quoted by the bidder shall be treated as L1 Bidder.
9. The Bidder has to quote for a minimum of two units in this financial BID.
10. In case of discrepancies (if any) between rate quoted in word & figure, the rate quoted in 'word' shall be considered.
11. The Lowest bid among financial bid will win the bid.
12. 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 unit cost quoted (i.e. rate in percentages) by the bidder shall be treated as L1 bidder** for that particular unit.
13. The financial proposal should be submitted in the prescribed BOQ Format only through online mode.
14. The bidder needs to carefully read the following while bidding.
 - a) Under no circumstances the remuneration will be less than the prescribed minimum remuneration.

- b) The employee's share of EPF @12%/ and ESI @0.75% may be deducted from the monthly payment to outsourced manpower. The employer's share of EPF and ESI shall be reimbursed by OSCSC on actual basis.
- c) In case of any enhancement of wages by the Government during the tenure of the contract, the enhanced rate shall be paid to this outsourced manpower by the SPA from the effective date and the same shall be recouped by the OSCSC.
- d) The outsourced manpower shall be paid monthly basis, on actual days of working as per the respective District work certificate. No overtime charges will be entertained.
- e) The monthly acquaintance rolls along with the bank account transfer copy for payment to these outsourced manpower needs to be submitted.
- f) No TA/DA shall be either quoted/paid over & above the amount mentioned above.
- g) The Bidder has to quote for a minimum of two units.

P. Financial Implication

a. Payment Schedule:

1. 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 for necessary payment.
2. The other terms and conditions for payment is as follows:-
 - a) The billing cycle shall be operative from 16th of every month to the 15th of the succeeding month.
 - b) The SPA shall collect the absentee report from the concerned authority latest by 16th of every month and submit the bills by 20th of the month and ensure release of remuneration to the manpower so engaged latest by 30th / 31st of the concerned month.
3. The payment shall be released on monthly basis i.e. within 10 days of submission of all necessary supporting documents including proof copies of release of remuneration to the manpower & its statutory dues (if any) satisfactorily.
4. The invoice shall be considered for sanction and payment proportionately based on actual district work certificate.
5. In case of reduced services/quantities, the invoice shall be raised based on actual. No overtime charges will be entertained.
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 OSCSC Ltd.
9. The cost of the manpower per month shall be paid as fixed by OSCSC or as per the minimum wages Act.
10. The monthly acquaintance rolls along with the bank account transfer copy for payment to these manpower needs to be submitted.
11. It is the responsibility of the SPA to release the wages to the manpower deployed at different location latest by 30th / 31st of the concerned 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.
12. 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 Agencies (SPA) employees for this assignment would be mandatory and payment to be done through bank account
13. 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 GoO.
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 bidder shall nominate a coordinator who shall be responsible for immediate interaction with the OSCSC Ltd so that optimal services of the persons deployed could be availed without any disruption. No extra cost will be paid for co-ordinator.
6. The entire financial liability in respect of manpower services deployed 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.
7. 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.

8. 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.
9. 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.
10. 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.
11. 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.
12. 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.
13. 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).
14. The Service Providing Agency (SPA) shall be responsible for contributions towards Provident Fund and Employees State Insurance, wherever applicable.
15. The persons deployed by the Service Providing Agency (SPA) should have good police records and no criminal case should be pending against them.
16. 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.
17. 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.

18. 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.
19. 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.
20. 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.
21. 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.
22. 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.
23. 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.

C. Levy of Penalty for Non-Payment/Delay in Payment of wages to the manpower:

In case the selected service provider fails to make payment of wages to the needs to carefully read the following while bidding engaged with OSCSC within the permissible time limit, penalty @0.5% of the monthly service charges may be deducted under the following circumstances:

1. The district wise wages to the outsourced manpower shall be paid by the service provider as per the district wise absentee report on monthly basis.
2. Each service provider shall engage one coordinator for collection of district monthly absentee report latest by 15th of subsequent month. OSCSC shall not make any payment separately to the

coordinator engaged for this purpose. The service provider shall make the payment to this coordinator out of its service charges only.

3. The monthly wages to outsourced manpower shall be paid on or before 30th/31st of subsequent month as per the absentee report.
4. The service provider shall submit their bills along with necessary documents in support of statutory payments like proof of payment of wages to outsourced manpower, EPF, ESI & GST etc to OSCSC, on or before 20th of succeeding month for payment.
5. There will be a grace period given for seven days for payment of wages to outsourced manpower i.e. the wages should be released to outsourced manpower latest by 7th of subsequent month positively, failing over which the above penalty shall be levied @0.5% of the monthly service charges may be deducted under such circumstances for that particular district month.
6. In case there is a delay in receipt of absentee report from any district, additional 7 days' time shall be given for payment of wages to the outsourced manpower for that particular district, from the date on which the absentee report shall be received from the particular district.
7. It is the sole responsibility of the service provider to establish the exact date on which the monthly wages to the outsourced manpower has been paid by producing the bank statement copy to OSCSC. In any case of dispute, OSCSC shall be the final authority for deciding the levy of such penalty on the monthly bill value of wages.
8. Simultaneously, the regularity in payment of monthly wages to the outsourced manpower & its related statutory dues shall be a parameter for accessing the performance of the service provider for their further extension of such services.
9. 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, 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.

Q. Terms of Reference for deployment of manpower on Outsourcing

Basis

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

- a. 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.
- b. 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.
- c. 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.
- d. 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.
 - a. 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 othersupport 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.
 - b. 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.
 - c. 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.
- d. The Service Provider Agency is supposed to make expenditure for sponsoring the manpower to the OSCSC Ltd. Such expenditure may include amount spent on making phone calls, drafting letters, travelling to different offices / places, supervision of manpower, submission of reports and returns to statutory authorities, photocopying of documents, office expenses, contingencies etc. Besides, Service providing agency is supposed to pay take home remuneration to outsourced manpower and other statutory dues, to be reimbursed subsequently by OSCSC. Moreover, OSCSC shall recover Income Tax/ TDS as applicable from the bills of the service providing agency. In this way, the funds of Service providing agency shall be blocked for at least 15 days involving cost. Therefore, the Service Provider Agency shall quote a workable rate for service charges. The OSCSC reserves the right to reject the bid of Service Provider Agencies quoting abnormally low and unworkable rates. In case tenderer has not quoted uniform rate for all types of manpower the tender shall be rejected.
 - e. 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.
 - f. 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.
 - g. 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.
 - h. 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.
 - i. 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.

- j. 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.
- k. 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.
- l. 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.
- m. The persons deployed by the 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.
- n. 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.
- o. 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.
- p. 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.
- q. The SPA shall be responsible for contributions towards Provident Fund and Employees State Insurance, wherever applicable.
- r. 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.
- s. 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.

- t. 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.
- u. 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.
- v. 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.
- w. 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.

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

1. Award Criteria:

OSCSC 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. A selected Service Providing Agency (SPA) can take up work maximum of four units. The authority reserves the rights to increase or decrease allotment of such units to the selected bidder as deemed appropriate.

2. Notification of Award:

Prior to the expiry of the validity period, OSCSC 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 may like to request the bidders 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 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, 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:

- a) 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.
- b) The Agreement shall automatically expire on completion of agreement period unless it is extended for further period by mutual consent of the Service Provider Agency/Agencies. 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.
- a) The Authority reserves the right to terminate the Agreement during initial period by issuing prior notice of 15 days to the Service Provider Agency.
- b) 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.

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 periodically 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 "The monthly wages to the manpower shall be paid on or before 30th / 31st of each month as per the absentee report". Hence, the date i.e. 30th / 31st of each 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 outsource personnel within T + 3days	Outstanding
2	Within T + 5days	Good
3	Within T + 7 days	Poor
4	After T + 7days	Very Bad

- c) The performance rating for the previous months may be based on the average time taken by the SPA with regard to deposit of statutory dues like EPF & ESI.

Sl. No.	Particulars	Ratings to be Awarded
1	If the concerned SPA has deposited the statutory dues like EPF & ESI within the statutory time limit i.e. within the statutory timeline "T"	Outstanding
2	Within T + 5days	Good
3	Within T + 10 days	Poor
4	After T + 10days	Very Bad

- d) The meeting date, time and venue will be informed by OSCSC Ltd. Additional meetings may also be held if needed at the request of either OSCSC Ltd or the Bidder.
- e) The representatives of district authorities will provide necessary 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.
- f) On the basis above performance review, the reason for Poor/ Very bad performance rating maybe sought for from the concerned SPA and action as deemed appropriate shall be taken by OSCSC Ltd.

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, 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 shall forfeit and appropriate the EMD, if available, as mutually agreed genuine pre-estimated compensation and damages payable OSCSC for, inter alia, the time, cost and effort of the Department including consideration of such bidder's Proposal, without prejudice to any other right or remedy that may be available to OSCSC 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 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 owners 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 costs 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. 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-cum-Principal Secretary, FS & CW Department for negotiation and his decision will be final and binding on both the parties.

14. Action for Breach of Contract: It is the responsibility of the System Integrator (S.I.) 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 at 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 Chairman-cum-Principal Secretary, OSCSC Ltd. would be final and binding on the Parties.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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, System Integrator (S.I.) 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.

20. 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.

21. 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.

22. No Liability for Third Party Claims:

OSCSC LTD. does not assume liability for any third party claims for damages arising out of this Agreement.

23. 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 and mandatory before exit.

S: Formats & Annexure for submission of Information

Annexure	Subject
Annexure-A	Letter of Proposal (Pre-Qualification-cum-Technical bid)
Annexure-B	Bidder's Profile
Annexure-C	Template Format for Power of Attorney
Annexure-D	Template for Manpower Deployment Declaration
Annexure-E	Template for Work Experience
Annexure-F	Form for self-declaration of not been Blacklisted
Annexure-G	Certificate for Average Annual Turnover
Annexure-H	BOQ Format
Annexure-I	Template for Performance Bank Guarantee
Annexure-J	Approved District wise Manpower Details
Annexure-K	Copy of the Works Department Office memorandum No. 17254/W dated 05/02/2017

It is the responsibility of the bidder to ensure submission of all the prescribed formats & annexure detailed in the RFP, while submission of their bid.



<Location, Date>

Letter of Proposal

Format at "Annexure-A"

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 Pre-qualification-cum-Technical Bid Criteria for <Title of the RFP> by e-Procurement mode through www.tendersodisha.gov.in

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

Dear Sir/Madam,

I/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) and the Financial Bid by e-Procurement mode through www.tendersodisha.gov.in.

I/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.

I/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.

I/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.

I/We hereby undertake that if our proposal will be accepted then we will make necessary arrangements for deployment of requisite number of manpower within seven days of receipt of Letter of Intent (LOI).

The copy of this RFP duly authenticated and is uploaded along with the Technical Bid document. It is presumed that I/We have read and abide by all the terms & conditions given in the RFP.

This is to declare that the Company/Firm is interested in bidding in _____numbers of Units such as Unit No._____, No._____, No._____& No._____.

I/We hereby declare that all the pre-requisite supporting documents as given in the pre-qualification-cum-technical bid proposal have been duly uploaded in the bid document, failing over which the TIA reserves the right to reject my/our bid proposal without assigning any reason there-off.

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

Dear Sir/Madam,

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:

Bidder's Profile

RFP Advt. No. _____/OSCS, date _____

<Title of the RFP>

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	Name Authorized Person		
	E-mail ID		
	Phone nos. / Mobile Number		
D	PAN Number		
E	GST Registration No.		
F	EPF Registration No.		
G	ESI Registration No.		
H	Income Tax Return Filing Copies for Five Assessment Year	i.e. AY-2020-21, AY-2021-22, AY-2022-23, AY-2023-24 & AY-2024-25.	
Details to be given for Pre-Qualification Evaluation Criteria			
J	Legal Entity	Certificate of Incorporation (Date &Year of registration)	
K	Bidder should possess minimum ISO 9001:2008 certification or above.	Certificate Number for possessing minimum ISO 9001:2008 & its VALIDITY period	
L	Geographical Presence	Address Proof of the Company/Agency justifying the establishment for a minimum period of one year	
M	Format at "Annexure-A"	Letter of Proposal	
N	Format at "Annexure-B"	Bidder's Profile	
O	Format at "Annexure-C"	Copy of power-of-attorney	
P	Format at "Annexure-D"	Template for Manpower Deployment Declaration	
Q	Format at "Annexure-E"	Information on Work Experience in successfully undertaken/undertaking similar type of services	
R	Format at "Annexure-F"	Form for self-declaration of not been Blacklisted	
S	Format at "Annexure-G"	Certificate for Average Annual Turnover	
T	Tender Fees of Rs. 20000/-	Document No. for Online Payment	
U	EMD of Rs. 5.00 Lakhs	Document No. for Online Payment	

Authorized Signature with Seal[In full and initials]


FORMAT FOR POWER OF ATTORNEY
(On Bidder's Letter Head)

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

I, _____, the _____ **<Designation>** of **<Name of the organisation>** in witness whereof certify that **<Name of person>** is authorized to execute the attorney on behalf of **<Name of organisation>**, **<Designation of the person>** of the organisation acting for and on behalf of the organisation under the authority conferred by the **< Notification/ Authority order no.>** Dated **<date of reference>** has signed this Power of attorney at **<place>** on this day of **<day><month>, <year>**.

The signatures of **<Name of person>** in whose favour authority is being made under the attorney given below are hereby certified.

Name of the Authorized Representative:

(Signature of the Authorized Representative with Date)

CERTIFIED:

Signature, Name & Designation of person executing attorney:

Address of the Bidder:

Template for Manpower Deployment Declaration

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

(Status of similar manpower in either of three months i.e. from April-2025, May-2025 & June-2025)

Sl. No.	Name of the ongoing Project of Govt. / PSU in which the similar Manpower engaged	Number of Manpower Engaged in the particular project of Govt./PSU	Number of Manpower as per the EPF record in either of three months i.e. from April - 2025, May-2025 & June 2025	Page Number Reference of the EPF copy of the in either of three months i.e. from Apr-2025, May-2025 & June-2025
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:**



Work Experience of the Bidder

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

Information on Experience in successfully undertaken/undertaking similar type of services in any State Govt./Central Govt./ PSUs, in at least one project with minimum project cost amounting to INR 1 crore in India in the last 5 years ending with FY-2024-25 (i.e. FY-2020-21, FY-2021-22, FY-2022-23, FY-2023-24 & FY 2024-25)

Sl. No.	Name of the Project with Project Value more than INR 1 crore in India in the last 5 years	Work Order No./Date or Work Completion Certificate No/Date	Total Project Value in Rs.	Page No of the Work Order/Completion Certificate /Contract Agreement Copy has been 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:



Form for self-declaration of not been Blacklisted

(To be submitted in the form of court affidavit)

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

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.

Certificate for Average Annual Turnover

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

Sl. No.	Financial Year	Annual Turnover in Lakhs
1.	2019-20	
2.	2020-21	
3.	2021-22	
4.	2022-23	
5.	2023-24	
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 & UDIN 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.

Letter of Financial Proposal

<Location, Date>

To:

BOQ Format

Validate	Print	Help
Percentage BoQ		

Tender Inviting Authority: MANAGING DIRECTOR OSCSC LTD. BHUBANESWAR

Name of Work: Selection of Service Providing Agency for providing services on outsourcing basis for managing day to day activities at Head Office/District/ RRC level" in the State of Odisha.

TENDER No.

Name of the Bidder/ Bidding Firm / Company & Unit Applied for in the Bid:			
--	--	--	--

PRICE SCHEDULE

This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only.

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 Outsourced Manpower. If a bidder quoted service charges less than 3.85% or more than 7% the bid shall be treated un-responsive and will not be considered for further evaluation and will be disqualified.

The examples are given is as follows:

- a) If the bidder wishes to quote the minimum 3.85%, he/she must select the option '**Excess(+) 0%**'
- b) If the bidder wishes to quote rate of service charge as 5%,he/she must select the option '**Excess(+) 1.15%**'
- c) Under no such circumstances the bidder shall select the option '**Less (-)**', otherwise the bid will be disqualified.

SI.No.	Item Description	Choose Excess / Less	Quote Percentage
1	Supply of Outsourced Manpower		
1.01	District Units: -	Nos	
Quoted Rate in Figures		Select	

Note

1. Bidders are to submit only the original BoQ (in .xls format) uploaded by Tender Inviting Authority after entering the relevant fields without any alteration/ deletion / modification.
2. Multiple BoQ submission for a specified unit by bidder shall lead to rejection of tender.
3. Only the Financial Bid of a qualified bidder on scrutiny of TECHNICAL BID shall be considered and opened.

4. Mentioning of rate anywhere in the Bid documents other than the designated location of Financial Bid (online BoQ) by the bidder shall result in disqualification of the bidder. Rate includes all taxes, duties, cess etc. and no other charges would be payable.
5. The bidder shall quote rate for service charges in percentages only in the above BOQ format only given in the www.tenderodisha.gov.in.
6. The Bidder has to quote a single uniform rate of service charge for all units he/she is interested to apply bid.
7. The least unit cost quoted by the bidder shall be treated as L1 Bidder.
8. The Bidder has to quote for a minimum of two units in this Financial BID.
9. Service charges in percentage to be quoted by the Bidders, which shall be the bidding parameter as per the Financial Bidding Format. Bidders are advised to quote service charges after due diligence which should be reasonable and workable.
10. The minimum service charge for manpower outsourcing services is 3.85% on the applicable minimum wages payable to the Outsourced Manpower. The participating bidder will quote 3.85% or above as service charge will be considered.
11. 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 for coordinator and supervisory charges including Contractor's
12. 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.



Templet for 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.



Annexure-J

APPROVED STATUS OF RESOURCES FOR OUTSOURCE AT STATE & DISTRICT LEVEL

Unit No.	District Name	Data Entry Operator	Astt. Prog.	Jr. Acct.	Security Guard	Sweeper	Dusting Operator	Mali	MTS	Electrician	J. E. (Civil)	Q.A.
1	Subarnapur	4	1	2	16	2	1	0	0	0	0	0
	Mayurbhanj	2	1	2	5	2	0	0	0	0	0	0
	Boudh	2	0	2	4	1	1	0	0	0	0	0
	Sub Total	8	2	6	25	5	2	0	0	0	0	0
2	Balangir	6	1	3	8	1	2	0	0	0	0	1
	Jajpur	0	1	0	4	2	1	0	0	0	0	0
	Gajapati	1	1	1	11	4	0	0	0	0	0	0
	Sub Total	7	3	4	23	7	3	0	0	0	0	1
3	Jharsuguda	1	1	1	5	2	3	0	0	0	0	0
	Balasore	1	1	2	7	3	3	0	0	0	0	0
	Rayagada	4	1	2	11	6	0	0	0	0	0	0
	Sub Total	6	3	5	23	11	6	0	0	0	0	0
4	Sambalpur	1	1	0	4	1	3	0	0	0	0	0
	Bhadrak	3	0	0	9	3	3	0	0	0	0	0
	Kalahandi	6	1	0	1	1	0	0	0	0	0	0
	Sub Total	10	2	0	14	5	6	0	0	0	0	0
5	Baragarh	6	1	1	8	6	4	0	0	0	0	2
	Jagatsinghpur	2	1	1	2	2	1	0	0	0	0	0
	Nabarangapur	3	0	1	3	1	0	0	0	0	0	0
	Sub Total	11	2	3	13	9	5	0	0	0	0	2
6	Deogarh	2	0	0	2	1	0	0	0	0	0	0
	Nayagarh	4	1	1	6	3	1	0	0	0	0	0
	Ganjam	4	1	3	17	8	5	0	0	0	0	0
	Sub Total	10	2	4	25	12	6	0	0	0	0	0
7	Angul	2	1	1	7	2	3	0	0	0	0	0
	Cuttack	2	1	2	16	4	4	0	0	0	0	0
	Nuapada	2	1	2	1	1	0	0	0	0	0	0
	Sub Total	6	3	5	24	7	7	0	0	0	0	0
8	Dhenkanal	3	1	2	9	4	5	0	0	0	0	0
	Khordha	4	1	0	12	5	3	0	0	0	0	0
	Koraput	2	0	1	14	4	0	0	0	0	0	0
	Sub Total	9	2	3	35	13	8	0	0	0	0	0
9	Sundargarh	2	1	1	5	1	0	0	0	0	0	0
	Kendrapada	4	1	2	8	2	4	0	0	0	0	0
	Kandhamal	2	1	0	3	2	1	0	0	0	0	0
	Sub Total	8	3	3	16	5	5	0	0	0	0	0
10	Keonjhar	2	1	1	6	3	1	0	0	0	0	0
	Puri	2	1	2	7	3	4	0	0	0	0	0
	Malkangiri	3	1	0	2	0	0	0	0	0	0	0
	Sub Total	7	3	3	15	6	5	0	0	0	0	0
11	Head Office	31	1	0	12	6	0	1	15	1	1	0
Total		113	26	36	225	86	53	1	15	1	1	3

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

Works Department office Memorandum vide Letter No.17254 dated 05.12.2017GOVERNMENT OF ODISHA
WORKS DEPARTMENT
.....OFFICE MEMORANDUM

File No 07556900012016- 17254 W. dated. 5.12.17

Sub: Electronic Receipt, Accounting and Reporting of Cost of Tender Paper and Earnest Money Deposit on submission of bids.

1. The State Government have been working on formulation of rules and procedures for Electronic receipt, accounting and reporting of the receipt of Cost of Tender Paper and Earnest Money Deposit on submission of bids through the e-procurement portal of Government of Odisha i.e. "<https://tendersodisha.gov.in>" for some time past.
2. Electronic receipt of cost of tender paper has been successfully tested through SBI payment gateway. Now it has been decided to introduce electronic receipt of **Cost of Tender Paper and Earnest Money Deposit on submission of bids** through payment gateway of designated banks such as SBI/ICICI Bank/HDFC Bank for all Government Departments, State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies etc in phases(ANNEXURE-I). The process outline as well as accounting and reporting structure are indicated below.
 - a) It will be carried out through a single banking transaction by the bidder for multiple payments like **Cost of Tender Paper and Earnest Money Deposit on submission of bids**.
 - b) Various payment modes like Internet banking/ NEFT/RTGS of Designated Banks and their Aggregator Banks as well can be accessed by the intending bidders.
 - c) Reporting and accounting of the e-receipts will be made from a single source.
 - d) Credit of receipts into the Government accounts and to the designated Bank account of the participating entities indicated in Para 2 above would be faster.
3. Only those bidders who successfully remit their **Cost of Tender Paper and Earnest Money Deposit on submission of bids** would be eligible to participate in the tender/bid process. The bidders with pending or failure payment status shall not be able to submit their bid. Tender inviting authority, State Procurement Cell, NIC, the designated Banks shall not be held responsible for such pendency or failure.



4. Banking arrangement:

- a) Designated Banks (SBI/ICICI Bank/HDFC Bank) payment gateway are being integrated with e-Procurement portal of Government of Odisha (<https://tendersodisha.gov.in>)
- b) The Designated Banks participating in **Electronic receipt, accounting and reporting of Cost of Tender Paper and Earnest Money Deposit on submission of bids** will nominate a Focal Point Branch called e-FPB, who is authorized to collect and collate all e-Receipts. Each such branch will act as the Receiving branch and Focal Point Branch notwithstanding the fact that the bidder might have debited his account in any of the bank's branches while making payment.

5. Procedures of bid submission using electronic payment of tender paper cost and EMD by bidder :

- a) The bidders have to log onto the Odisha e-Procurement portal (<https://tendersodisha.gov.in>) using his/her digital signature certificate and then search and then select the required active tender from the "Search Active Tender" option. Now, submit button can be clicked against the selected tender so that it comes to the "My Tenders" section.
- b) **Uploading of Prequalification/Technical/Financial bid:** The bidders have to upload the required Prequalification /Technical/Financial bid, as mentioned in the bidding document and in line with Works Department office memorandum No.7885/W dt.23.07.2013.
- c) **Electronic payment of tender paper cost and EMD :** Then the bidders have to select and submit the bank name as available in the payment options :
- i. A bidder shall make electronic payment using his/her internet banking enabled account with designated Banks or their aggregator banks.
 - ii. A bidder having account in other Banks can make payment using NEFT/RTGS facility of designated Banks.
- Online NEFT/RTGS payment using internet banking of the bank in which the bidder holds his account, by adding the account number as mentioned in the challan as an interbank beneficiary.

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d) **Bid submission:** Only after receipt of intimation at the e-Procurement portal regarding successful transaction by bidder the system will activate the 'Freeze Bid Submission' button to conclude the bid submission process.

e) **System generated acknowledgement receipt for successful bid submission:** System will generate an acknowledgement receipt for successful bid submission. The bidder should make a note of 'Bid ID' generated in the acknowledgement receipt for tracking their bid status.

6. Settlement of Cost of Tender Paper:

a) **Cost of Tender Paper:** In respect of Government receipts on account of Cost of Tender Paper, the e-Procurement portal shall generate a MIS for the State Procurement Cell (SPC). The MIS will contain an abstract of the cost of tender paper collected with reference to Bid Identification Number. The State Procurement Cell shall generate Bank-wise challans under the head of Account for Cost of Tender Paper and instruct the designated Banks to remit the money to the proper head of account of State Government. In respect of the cost of tender paper received through the e-procurement portal, the remittance to the Cyber Treasury account will be made to the Head of Account 0075-Misc. General Services-800-Other Receipts -0097-Misc. Receipts-02237-Cost of Tender Paper.

b) For the time being, the State Procurement Cell (SPC) will use over the counter payment facility of the Odisha Treasury portal. Thereafter, remittance through NEFT & RTGS will be facilitated through the Odisha Treasury portal.

c) Similarly, in case of State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies etc. Cost of Tender Paper, the e-Procurement portal shall generate a MIS for the State Procurement Cell (SPC). The MIS will contain an abstract of the cost of tender paper collected with reference to Bid Identification Number. The cost of tender papers will be credited to the registered Bank account of the concerned State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies etc.

d) Bank will refund (in case the Tender Inviting Authority (TIA) issues such instructions) the tender fee and EMD to the bidder, in case the tender is cancelled before opening of Bid as per direction received from TIA through e-procurement system.

e) Back-end Transaction Matrix of Electronic receipt of Cost of Tender Paper and Earnest Money Deposit on submission of bids is enclosed in the Annexure- I.

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7. Settlement of Earnest Money Deposit on submission of bids:

- a) The Bank will remit the Earnest Money Deposit on submission/cancellation of bids to respective bidders accounts as per direction received from TIA through e-procurement system.

8. Forfeiture of EMD :

Forfeiture of Earnest Money Deposit on submission of bid of defaulting bidder is occasioned for various reasons.

- a) In case the Earnest Money Deposit on submission of bid is forfeited, the e-Procurement portal will direct the Bank to transfer the EMD value from the Pooling Account of SPC to the registered account of the tender inviting authority.
- b) The Tender inviting authorities of the Government Departments will deposit the forfeited Earnest Money Deposit on submission of bid, in the State Government Treasury under the appropriate head (8782-Cash Remittances and Adjustments between the officers rendering accounts to the same Accounts Officer-102-P.W.Remittances-1683-Remittances-91028-Remittances into Treasury) after taking the amount as a revenue receipt in their Cash Book under the head 0075-Misc. General Services-00-101-Unclaimed Deposits-0097-Misc. Receipts-02080-Misc. Deposits and submit the detail account to D.A.G. Puri as a deposit of the Division.
- c) By clicking submit button, system will initiate the forfeiture of EMD. System will not allow the evaluator to edit the initiation after clicking the submit button. Forfeiture option can be carried out in phased manner like one bidder at a time.

9. Role of the Banks:

- a) Make necessary provision / customizations at their end to enable the provision for online payments / refunds as per this document.
- b) Provide necessary real-time message to bidders regarding successful or unsuccessful transactions during online payment processes and redirect them to e-Procurement website with necessary transaction reference details enabling them to submit their bids.
- c) The bank shall ensure transfer of funds from the pooling account to the Government Head/current account of PSUs/ULBs within the next bank working day as per the directions generated from e-Procurement portal.
- d) Bank should provide timely reports and reference details to NIC enabling them to carry out their role as stated below.
- e) Refund of amount to bidders as per the XML file provided by e-Procurement system on the next bank working day from the date of generation of the XML file and also provide a confirmation to NIC on the same.

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10. Role of State Procurement Cell:

- a) Communicate requirements of Government departments/ State PSUs/ Autonomous Bodies/ ULBs online payment requirements to National Informatics Centre / the authorised Banks for mapping/ customization
- b) In every working day, the State Procurement Cell shall generate MIS from the e-Procurement portal to ascertain the tender paper cost received in the e-Tendering process separately bank-wise for the Government Department and the PSUs/ULBs. The SPC shall generate bank-wise separate online challans from the Odisha Treasury portal and make the remittance through over the counter facility or NEFT/RTGS (as and when this functionality is available in Treasury portal) and issue instruction to the bank for remittance of the receipt to the State Government account.
- c) The State Procurement Cell shall be responsible for providing challan details and MIS in respect of the remittance towards tender paper cost to the Tender inviting authorities for their record.
- d) State Procurement Cell shall monitor the progress of e-Tendering by different Government Departments / State PSUs/ Autonomous Bodies / ULBs through MIS. State Procurement Cell shall monitor and send monthly progress reports to the Government.
- e) The e-Procurement system will generate a consolidated refund & settlement XML file as an end of the day activity.
- f) e-procurement system will provide a web service for Payment Gateway (PG) provider to pull the encrypted refund and settlement details in XML file against a day.
- g) Similarly, Payment Gateway (PG) provider will provide a web service to pull the refund and settlement status against a day.
- h) e-procurement system will update the status accordingly for reconciliation report.

11. Role of National Informatics Centre :

- a) Customize e-Procurement software and web-pages of Government of Odisha (<https://tendersodisha.gov.in>) to enable the provision for electronic payment.
- b) The NIC, Odisha will modify / rectify the errors in electronic data relating to the Chart of Account.
- c) NIC will provide an interface to organisations to download the electronic receipt data.
- d) Enable automatic generation of daily XML files from e-Procurement system and ensure delivery of the same to the authorised Banks for enabling automatic refund/settlement of funds.

- e) NIC shall enable the e-Procurement portal to generate MIS as required for the State Procurement Cell in order to make remittance of the tender paper cost to the State Government account using the Odisha Treasury Portal.

12. Role of Cyber Treasury :

- a) The cost of the tender paper deposited by the SPC using the Odisha Treasury Portal which will be accounted for by the Cyber Treasury and it shall submit the accounts to A G (O) as per the established process.
- b) The Cyber Treasury will provide MIS as required to the SPC for the purpose of accounting and reconciliation of the electronic remittances made to the State Government account.

13. Redressal of Public grievances :

- a) The State Procurement Cell, Odisha, National Informatics Centre, Odisha and the e-FPB will have an effective procedure for dealing with, public complaint for e-Receipt related matters. In case, any mistake is detected by any of the stakeholders in reporting of receipt of tender paper cost and EMD, either suo moto or on being brought to its notice, the State Procurement Cell, Odisha, National Informatics Centre, Odisha unit, Cyber Treasury and the bank will promptly take steps for rectification. The e-Focal Point Branch of the participating Banks, National Informatics Centre, Odisha and the State Procurement Cell, Odisha will notify the contact number and address of the Help Desk for resolution of any dispute regarding e-Receipt.

14. Applicability and modification of existing rules / orders:

The modalities prescribed in this Office Memorandum for downloading of tender paper, submission and rejection of bid, acceptance of Bids as well as refund and forfeiture of earnest deposit will be applicable for electronic submission of bids through e-procurement portal. Existing provisions regulating cost of Tender Paper and Earnest Money Deposit in OPWD Code and OGFR would stand modified to the extent prescribed in this Office Memorandum.

- 15. These arrangements would be made effective after signing of MoU between the designated Banks and the State Procurement Cell, firming up of Banking arrangements and technical integration between designated Bank and e-Procurement Portal**

1 This shall take effect from the date of issue of this Office Memorandum

2 Accordingly, relevant existing codal / contractual provision exist vide Office Memorandum No.6785/W dt 09 05 2017 of Works Department stands modified to the above extent

3 This has been concurred in by the Finance Department vide their UOR No.-39-WF-I dt 09 11 2017.

Sd/-
5/11/17
E I C-cum-Secretary to Government
(P.T.O.)

ANNEXURE-I

Back-end Transaction Matrix of Electronic receipt and remittance of Cost of Tender Paper and Earnest Money Deposit on submission of bids

	Cost of Tender Paper	Earnest Money Deposit on submission of bids
Government Departments	<p>i. The <i>payment</i> towards the cost of Tender Paper, in case of Government Departments, shall be collected in separate pooling accounts opened in Focal Point Branch called e-FPB of respective designated banks [as stated in Para 2] at Bhubaneswar on T+1 day.</p> <p>ii. With reference to the Notice Inviting Tender/ Bid Identification Number, the amount so realised is to be remitted to Government Account under the Head of Account 0075-Misc. General Services-800-Other Receipts -0097-Misc. Receipts-02237-Cost of Tender Paper through Odisha Treasury Portal after opening of the bid.</p>	<p>i. In case of tenders of Government Departments amount towards Earnest Money Deposit on submission of bids shall be collected in a pooling account opened for this purpose at Focal Point Branch called e-FPB of respective designated banks at Bhubaneswar, and the banks will remit the amount to respective bidder's account within two working days on receipt of instruction from TIA through refund and settlement of e-procurement system.</p> <p>ii. In case of forfeiture of Earnest Money Deposit on submission of bids, the e-Procurement portal will direct the Bank to transfer the EMD value from the Pooling Account of SPC to the registered account of the tender inviting authority within two working days of receipt of instruction from TIA.</p>
State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies	<p>i. In case of State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies etc the amount towards Cost of Tender Paper on submission of bids shall be collected in separate pooling accounts opened in Focal Point Branch called</p>	<p>i. Amount towards EMD on submission of bids shall be collected in a separate pooling account of Focal Point Branch called e-FPB of respective designated banks at Bhubaneswar and the banks will remit the amount to respective bidder's</p>

	<p>e-FPB of respective designated banks at Bhubaneswar on T+1 day.</p> <p>ii. The Paper cost will be transferred to the respective current accounts of concerned State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies etc. after opening of bid.</p>	<p>account on receipt of instruction from TIA through refund and settlement of e-procurement system within two working days from receipt of such instruction.</p> <p>ii In case of forfeiture of Earnest Money Deposit on submission of bids, the e-Procurement portal will direct the Bank to transfer the EMD value from the Pooling Account of SPC to the registered account of the tender inviting authority within two working days of receipt of instruction from TIA.</p>
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J. P. ...

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[Signature]