

**Request for Proposal
for**

**Selection of Human Resource Service Providing
Agency (HRSPA) on Outsourcing basis in
Rayagada District**



ZILLA PARISHAD, RAYAGADA

Government of Odisha

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Disclaimer

This Request for Proposal (RFP) is issued by the **Zilla Parishad, Rayagada, Government of Odisha**.

While the information in this RFP has been prepared in good faith, it does not support to be comprehensive or to have been independently verified. Neither Zilla Parishad Rayagada nor any of its officers or employees, nor any of their advisers nor consultants accept any liability or responsibility for the accuracy, reasonableness or completeness of, or for any errors, omissions or misstatements, negligent or otherwise, relating to the proposed assignment, or makes any representation or warranty, express or implied, with respect to the information contained in this RFP or on which this RFP is based or with respect to any written or oral information made or to be made available to any of the recipients or their professional advisers and, so far as permitted by law and except in the case of fraudulent misrepresentation by the party concerned, and liability therefore is hereby expressly disclaimed.

The information contained in this RFP is selective and is subject to updation, expansion, revision and amendment at the sole discretion of the Client. It does not claim to contain all the information that a recipient may require for the purposes for making a decision for participation in this selection process. Each bidder must conduct its own analysis of the information contained in this RFP, to correct any inaccuracies therein and is advised to carry out its own investigation into the proposed assignment, the regulatory regime which applies thereto and by and all matters pertinent to the project and to seek its own professional advice on the legal, financial and regulatory consequences of entering into any agreement or arrangement relating to the project.

This RFP includes certain statements, information, projections and forecasts with respect to the proposed assignment. Such statements, information, projections and forecasts reflect various assumptions made by the management, officers and employees of the Client, which (the assumptions and the base information on which they are made) may or may not prove to be correct. No representation or warranty is given as to the reasonableness of forecasts or the assumptions on which they may be based and nothing in this RFP is, or should be relied on as, a promise, representation or warranty.

Zilla Parishad, Rayagada, Government of Odisha shall be the sole and final authority with respect to selection of a consultant for the purpose through this RFP.

Bidder Data Sheet

| Sl. No. | Particular | Details |
|---------|--|---|
| 1 | Name of the Client | CDO - cum- Executive Officer, Zilla Parishad, Rayagada, Government of Odisha |
| 2 | Method of Selection | Least Cost Based Selection Method |
| 3 | Availability of RFP Document | https://rayagada.nic.in |
| 4 | Date of Issue of RFP | 14.03.2024 |
| 5 | Deadline for Submission of Pre-Proposal Query through email id | 30.03.2024 by 05.00 PM (ori-drayangada@nic.in) |
| 6 | Last Date for submission of Proposal | 05.04.2024 by 05.00 PM |
| 7 | Date of opening of Technical Proposal | 06.04.2024 at 11.00 AM |
| 9 | Date of opening of Financial Proposal | Immediately after technical verification |
| 10 | Bid Processing Fee (Non-Refundable) | INR10,000/- (Rupees Ten Thousand only) (including GST) in the form of demand draft in favour of "CDO-cum-Executive Officer, Zilla Parishad, Rayagada" drawn from any Scheduled Commercial Bank payable at Rayagada. The bid processing fee shall be submitted along with the 1 st Inner Envelope of the Technical Proposal. |
| 11 | Earnest Money Deposit (EMD) (Refundable) | INR 1,00,000/- (Rupees One Lakh only) in the form of demand draft in favour of "CDO-cum-Executive Officer, Zilla Parishad, Rayagada" drawn from any Scheduled Commercial Bank payable at Rayagada. The EMD shall be submitted along with the 1 st Inner Envelope of the Technical Proposal. |
| 12 | Address for Submission of Proposal | CDO-cum-Executive Officer, Zilla Parishad, Rayagada , Odisha- 765001 |
| 13 | Contact Person for any query | Prog. Manager, Finance (Mob No - 9668300906) |
| 14 | Place of Opening of Proposal | Conference Hall, Zilla Parishad, Rayagada-765001 |
| 15 | Mode of Submission | Speed Post / Registered Post only. Submission of bid through any other mode and late bid will be rejected |

For details please visit: <https://rayagada.nic.in>

NOTE:

- The Client reserves the right to change any schedule. Please visit the website <https://rayagada.nic.in> regularly for the same.

Section I:
Letter of Invitation

Letter of Invitation

RFP No: 3154

Date: 14.03.24

Name of the Assignment: Selection of HRSPA for Providing Manpower on Outsourcing basis in Rayagada District

1. The CDO- cum - Executive Officer, Zilla Parishad, Rayagada, Government of Odisha (The Client) invites sealed proposal from eligible bidder under the process for “**Selection of HRSPA on Outsourcing basis in Rayagada District**”. The Contract period shall be for a period of 3 Years and may be extended basing on the performance and decision of the tender inviting authority. More details on the proposed study are provided at Section-3: Terms of Reference (ToR) of this RFP Document.
2. A bidder will be selected under Least Cost Selection procedure.
3. The proposal, complete in all respect as specified in the RFP Document must be accompanied with a Non-refundable amount of Rs. 10,000/- (Rupees Ten Thousand only) towards Bid Processing Fee and a Refundable amount towards EMD of INR 1,00,000/- (Rupees One Lakhs only) in form of **Demand Draft** in favour of “CDO-cum-Executive Officer, Zilla Parishad, Rayagada”, drawn from any scheduled commercial bank and payable at Rayagada, Odisha failing which the bid will be rejected.
4. The proposal must be delivered at the specified address as per the Bidder Data Sheet by Speed post / Registered Post only. The Client shall not be responsible for postal delay or any consequence. Submission of proposal through any other mode will be rejected.
5. The last date and time for submission of proposal complete in all respect is Dt. 05.04.2024 by 05.00 PM and the date of opening of the technical proposal is 06.04.2024 at 11.00 A.M. in the presence of the bidder/ their representative at the specified address as mentioned in the Bidder Data Sheet. Representatives of the bidders may attend the meeting with due authorization letter on behalf of the bidder.
6. This RFP includes following sections:
 - a. Letter of Invitation [Section - I]
 - b. Instructions to the Bidder [Section - II]
 - c. Terms of Reference [Section - III]
 - d. Technical Proposal Submission Forms [Section - IV]
 - e. Financial Proposal Submission Form [Section -V]
 - f. Annexure [Section - VI]
7. While all information/data given in the RFP are accurate within the consideration of scope of the proposed assignment to the best of the Client’s knowledge, the Client holds no responsibility for accuracy of information, and it is the responsibility of the bidder to check the validity of information/data included in this RFP. The Client reserves the right to accept / reject any / all proposals / cancel the entire selection process at any stage without assigning any reason thereof.

Sd/-
CDO-cum- Executive Officer,
Zilla Parishad, Rayagada

Section II:
Instructions to the Bidders

1. Pre-Qualification Criteria

Before opening and evaluation of the technical proposals, each bidder will be assessed based on the following pre-qualification criteria. The bidder is required to produce the copies of the required supportive documents / information as part of their technical proposal failing which the proposals will be rejected.

| Sl. No. | Basic Requirement | Specific Requirement | Documents Required |
|---------|-------------------------------------|--|---|
| 1 | Registration | The Bidder shall be a Company/ Firm/ LLP registered in India. The bidder shall be organization registered under Indian Companies Act, 1956/2013 or a Society registered under The Societies Registration Act, 1860 or a Trust registered under the Indian Trusts Act, 1882 or a Partnership Firm registered under the Indian Partnership Act, 1932 or a Limited Liability Partnership registered under The Limited Liability Partnership Act, 2008 registered with a track record of providing manpower services for at least 10 years as on 31 st January, 2024. | <ul style="list-style-type: none"> • Copy of Registration/ Certificate of Incorporation • PAN Document • GST Certificate • Copy of EPF & ESI Registration Certificate |
| 2 | Experience of Supplying of Manpower | <p>The Bidder should have experience of successful completion of at least 3 Manpower supply services for Central Government Ministries & Departments / State Government Departments / District Administrations / other government departments or agencies</p> <ul style="list-style-type: none"> • During the last 5 years • Of minimum contract value of INR 50.00 lakh for each project • Of minimum contract duration of 12 months each | <p>Copies of Work Orders/ Sanction Orders / MOUs / Engagement Letters/ Completion Certificates or equivalent documentary evidence should be provided as proof. Documents in other languages should be supplemented by an English translated copy.</p> |
| 3 | Turnover | The Bidder should have an average annual turnover of minimum INR 10 Crores (Rupees Ten Crores) and a positive net worth in each of the three last financial years (FY 2020-21, 2021-22 & 2022-23) | Certificate from statutory auditor (CA Firm) / Audited financial statements for the three previous financial years ending March i.e., FY 2020-21, 2021-22 & 2022-23. |
| 4 | Blacklisting | Applicant/Bidder should not be blacklisted by any Central/State Government/Public Sector Undertaking / Judicial pronouncement in India | Notarized declaration as per TECH 8 |
| 5 | Authorized Representative | A Power of Attorney in the name of the person signing the proposal. | Original Power of Attorney, notarized on Rs.100.00 Bond paper |
| 6 | Consortium | No consortium / JVs / Associations / subcontracting shall be allowed under this project. | Declaration of Submitting as independent Agency from the Authorized Signatory |
| 7 | Bid Processing | INR10,000/- (Rupees Ten Thousand only) in the form | Cost of Tender/ Tender |

| | | | |
|---|--|---|---|
| | Fee (Non-Refundable) | of demand draft (DD) drawn in favour of “CDO-cum-Executive Officer, Zilla Parishad, Rayagada” drawn from any Nationalized / Scheduled Bank payable at Rayagada. The bid processing fee shall be submitted along with the 1 st Inner Envelope of the Technical Proposal. | Fee in form of DD |
| 8 | Earnest Money Deposit (EMD) (Refundable) | INR 1,00,000/- (Rupees One Lakh only) in the form of demand draft drawn in favour of “CDO-cum-Executive Officer, Zilla Parishad, Rayagada” drawn in any Scheduled Commercial Bank payable at Rayagada. The EMD shall be submitted along with the 1 st Inner Envelope of the Technical Proposal. | Earnest Money Deposit Fee in form of DD |

***The photocopies of documents submitted towards Pre-qualification criteria are to be substantiated, through production of originals, whenever asked for/ whenever required. If any of the above original documents are not produced whenever asked for/ required, the proposals shall be rejected and termed as non-responsive, at any time of the evaluation.**

Bidders should submit the required supporting documents as mentioned above. Bids not confirming to the eligibility criteria and non-submission of required documents as listed above will lead to rejection of the bid. Submission of forged documents will also result in rejection of the bid. Bidders are advised to study all instructions, forms, terms & conditions, and other important information as mentioned in the RFP Document. The proposal must be complete in all respect, indexed, pages numbered and spiral bound. Each page should be numbered and signed (in full) by the authorized representative (as per TECH 4). A table of content, enumerating the page numbers of each document should be mentioned at the start of each proposal.

2. Documents / Formats for submission along with Technical Proposal

The bidder must furnish the following documents duly signed in along with their Technical Proposal:

- Filled in Bid Submission Check List in Original (Annexure-I)
- Covering letter (TECH - 1) on bidder's letter head requesting to participate in the selection process.
- Bid Processing Fee & EMD as applicable.
- Copy of Certificate of Incorporation/ Registration.
- Copy of PAN, EPF & ESIC.
- Copy of Goods and Services Tax Identification Number (GSTIN).
- Copy of up to date GST return certificate.
- Copies of IT Return for the last three Financial years (FY 2020-21, 2021-22 & 2022-23)
- General Details of the Bidder (TECH - 2).
- Financial Details of the bidder (TECH - 3) along with all the supportive documents as applicable duly signed as per the instruction.
- Power of Attorney (TECH - 4) in favour of the person signing the bid on behalf of the bidder or Board of Directors
- List of completed assignments of similar nature (Past Experience Details, TECH - 5) along with copies of contracts / work orders / completion certificate from previous Clients.
- Self-Declaration regarding Conflict of Interest (TECH - 6)
- TECH - 7 & TECH - 8

Bidders should submit the required supporting documents as mentioned above. Bids not conforming to the eligibility criteria and non-submission of required documents as listed above will

lead to rejection of the bid. Submission of forged documents will also result in rejection of the bid. Bidders are advised to study all instructions, forms, terms & conditions, and other important information as mentioned in the RFP document. The proposal must be complete in all respect, indexed and hard bound. Each page should be numbered and signed by the authorized representative.

3. Bid Processing Fee

The bidder must furnish as part of technical proposal, the required bid processing fee amounting to Rs. 10,000/- (Ten Thousand Rupees Only) in shape of DD, which is nonrefundable, from any scheduled commercial bank in favour of “CDO-cum-Executive Officer, Zilla Parishad, Rayagada” payable at Rayagada. Proposals received without bid processing fee will be out rightly rejected.

4. Earnest Money Deposit (EMD)

The bidder must furnish as part of the technical proposal, an Earnest Money Deposit (EMD) amounting to INR 1,00,000/- (Rupees One Lakhs only) in shape of DD from any scheduled commercial bank in favor of “CDO-cum-Executive Officer, Zilla Parishad, Rayagada” payable at Rayagada.

The EMD of unsuccessful bidders shall be refunded after finalization of tender and award of contract. The successful bidder will have to deposit the required Performance Guarantee with the concerned Requisitioning/ Work Order placing department at the time of execution of Agreement, the EMD of the successful bidder shall be returned after deposit of 1st PG.

The EMD will be forfeited on account of the following reasons:

- Bidder withdraws its proposal during the bid validity period as specified in RFP
- Bidder does not respond to request for clarification of its proposal.
- Bidder fails to provide required information during the evaluation process or is found to be non-responsive or has submitted false information in support of its qualification.
- If the bidder fails to
 - provide any clarifications to the Client
 - agree to the decisions of the contract negotiation meeting
 - sign the contract within the prescribed time period
 - furnish required Performance Bank Guarantee in time.
- Any other circumstance which holds the interest of the Client during the overall selection process.

5. Validity of the Proposal

Proposals shall remain valid for a period of **180 (One Hundred Eighty Days)** from the date of opening of the Technical Proposal. The Client reserves the rights to reject a proposal valid for a shorter period as non-responsive and will make the best efforts to finalize the selection process and award of the contract within the bid validity period. The bid validity period may be extended on mutual consent.

6. Pre-Proposal Queries

Bidders can submit their queries in respect of the RFP and other details if any to Zilla Parishad, Rayagada through e-mail at ori-drayangada@nic.in till 30.03.2024 by 05.00 PM. The above clarification may be uploaded in <https://rayagada.nic.in/> clarified through email to the respective bidders for the purpose of preparation of the proposal. Request for alternation / change in existing terms and conditions of the RFP will not be considered / entertained.

7. Submission of Proposal

Bidder must submit their proposals by **Registered Post / Speed Post** to the specified address on or before the last date and time for submission of proposals as mentioned in Bidder Data Sheet. The Client will not be responsible for postal delay / any consequence in receiving of the proposal. The proposal must be submitted in two parts. Each part should be separately bound with no loose sheets. Each page of the two parts should be page numbered and in conformation to the eligibility qualifications and clearly indicated using an index page. The Client will not consider any proposal that arrives after the deadline as prescribed in the Bidder Data Sheet. Any Proposal received after the deadline will be out rightly rejected by the Client. The procedure for submission of the proposal is described below:

1. Technical Proposal (Original):

The envelope containing technical proposal shall be sealed and superscripted as “**Technical Proposal – Selection of HRSPA on Outsourcing basis in Rayagada District**” and to be furnished inside one envelope. The duly filled-in technical proposal submission forms, with all the supportive documents and information must be furnished as part of technical proposal.

2. Financial Proposal (Original):

The envelope containing financial proposal shall be sealed and superscripted as “**Financial Proposal – Selection of HRSPA on Outsourcing basis in Rayagada District**”. The duly filled-in financial proposal submission forms should contain the detail price offer (Service Charges) for the proposed assignment and to be furnished as per the prescribed format only.

The "**Technical Proposal**" and "**Financial Proposal**" must have to be submitted in two separate sealed envelopes (with respective marking in bold letters) along with the prescribed formats/information mentioned in the RFP Document. The first envelope must be marked as "**TECHNICAL PROPOSAL (Selection of HRSPA on Outsourcing basis in Rayagada District)**".

The second envelope must be marked as “**FINANCIAL PROPOSAL (Selection of HRSPA on Outsourcing basis in Rayagada District)**” and it should contain Financial Proposal only. Both the above envelopes must be sealed and placed inside a third main envelope with proper labelling of following information in bold:

NAME OF THE ASSIGNMENT:

RFP NUMBER AND DATE:

NAME OF THE BIDDER:

DEADLINE FOR SUBMISSION OF BID:

NAME AND ADDRESS OF THE BIDDER:

CONTACT NUMBER OF THE BIDDER:

EMAIL ID OF THE BIDDER:

Any deviation from the prescribed procedures / information / formats / conditions shall result in out-right rejection of the proposal. All the pages of the proposal must be sealed and signed by the authorized representative of the bidder. Bids with any conditional offer shall be out rightly rejected. All pages of the proposal must have to be sealed and signed by the authorized representative of the bidder. Any conditional bids will be rejected.

8. Opening of the Proposal

The FIRST ENVELOPE containing **TECHNICAL PROPOSAL** will be opened in the initial stage by the Client in presence of the bidder’s representatives at the location, date specified in the Bidder Data Sheet.

The Client will constitute a Tender Committee to evaluate the proposals submitted by bidders. Only one representative with proper authorization letter from the participating bidder will be allowed to attend the bid opening meeting. The SECOND ENVELOPE containing **FINANCIAL PROPOSAL** only of the technically qualified bidders will be opened after completion of technical evaluation stage.

9. Evaluation of Proposal

A Three stage evaluation process will be conducted as explained below for evaluation of the proposals:

- **Preliminary Evaluation (1st Stage) ***: Preliminary evaluation of the proposals will be done to determine whether the proposal complies with the prescribed eligibility condition and the requisite documents / information have been properly furnished by the bidder or not. Submission of following documents / information will be verified:
 - Filled in Bid Submission Check List in Original (**Annexure-I**)
 - Covering letter (**TECH 1**) on bidder's letter head requesting to participate in the selection process
 - Bid Processing Fee and EMD as applicable
 - Copy of Certificate of Incorporation/ Registration.
 - Copy of PAN
 - Copy of Goods and Services Tax Identification Number (GSTIN)
 - Copies of IT Return for the last three Financial years (**2020-21, 2021-22 & 2022-23**).
 - Copy of up to date GST return certificate.
 - General Details of the Bidder (**TECH 2**).
 - Financial Details of the bidder (**TECH 3**) along with all the supportive Documents as applicable duly signed and certified as per the instruction
 - Power of Attorney (**TECH 4**) in favor of the person signing the bid on behalf of the bidder
 - List of completed assignments of similar nature (Past Experience Details, **TECH 5**) along with copies of contracts / work orders / completion certificate from previous Clients
 - Self-Declaration on Conflict of Interest (**TECH 6**)
 - Duly filled in Technical Proposal Forms (**TECH 7 & 8**)
 - All the pages of the proposal and enclosures/attachments are signed by the authorized representative of the bidder

* Bids not complying to any of the above requirement, will be out rightly rejected at the discretion of the Client's authority

- **Technical Evaluation (2nd Stage):** Technical proposal will be opened and evaluated for those bidders who qualify the preliminary evaluation stage. Detailed evaluation process as per the following parameters will be adopted for proposal evaluation

| Sl. No. | Criteria | Maximum Marks |
|---|--|------------------|
| 1 | Financial Capacity of the Bidder | 20 |
| 1.1 | <p>Bidder's average annual turnover in India in the last three financial years ending 31 March 2023 shall be minimum INR 50 Crores or above:</p> <p>Scoring Criteria</p> <ul style="list-style-type: none"> ● INR 10 crores to INR 15 crore = 10 Marks ● INR 16 crores to INR 20 crore = 15 Marks ● INR 20 Crores & above = 20 Marks | 20 |
| 2 | Experience of the Bidder | 30 |
| 2.1 | <p>The Bidders should have experience of successful completion of manpower supply services during the last 5 (five) years ending 31st March 2023 where the single contract value is not less than INR 50.00 lakh.</p> <ul style="list-style-type: none"> ▪ 10 Marks for successful completion of at least Three (3) manpower supply project in last 5 years ending 31st March 2023 where the single contract value is INR 50.00 lakh or above minimum for a period of 12 months ▪ 5 Marks for every additional single contract value is INR 50.00 lakh or above subject to maximum of 20 marks in last 5 years ending 31st March 2023 <p><i>*Project will be considered for evaluation only if it is accompanied with supporting documents like PO/WO/Agreement Copy along with auditor certificate /Completion certificate clearly mentioning the contract value. And have run for at least 12 months</i></p> | 30 |
| 3 | Presentation (The Bidders shall be ready with presentation during the opening of Technical Bid) | 50 |
| | Total (1 + 2 + 3) | 100 Marks |
| <ol style="list-style-type: none"> 1. The minimum qualifying Score is: 70 from 100 Marks i.e., 70%. 2. All the claims shall be mandatorily substantiated via submission of all the supporting photocopies of relevant documents as per TECH 5). 3. Photocopies of work orders / experience certificates from the clients / agreement etc. must be submitted as a proof for each assignment. No assignment should be repeated across various categories of evaluation parameters. | | |

The above tender shall be utilized by District Level Departments / office/ institution / organization / SPV etc. for hiring of manpower by entering into separate agreements with the successful agency. The manpower requirement, remuneration, qualification and other statutory deduction shall be communicated by the concerned district level Departments/ office/ institution/ organisation / SPV etc as per their respective guidelines.

The Manpower list shall be provided as per the requirement from time to time.

Copies of work orders/ agreement/ completion certificates must be submitted as a proof for each assignment. Ongoing assignments will be considered for evaluation only if 6 months of the project period have elapsed.

The work order shall be valid for a period of 3 years from the signing of the agreement

*** Bidders who secure above 70 marks from the total (100 marks) in the technical proposal will be called for financial evaluation.**

3. Financial Evaluation (3rd Stage): The financial proposals of only those bidders qualifying the technical evaluation (2nd Stage) shall be opened at this stage in the presence of the bidder's representative who wishes to attend the meeting with proper authorization letter. The name of the bidder along with the quoted financial price will be announced during the meeting.

10. Evaluation Process

Least Cost Based method will be followed during the overall selection process. The financial bids of technically qualified bidders will be opened on the prescribed date in the presence of bidder's representatives.

The bidder, who has quoted the least cost, shall be called for further process leading to the award of the contract. The bid price will include all taxes as applicable and shall be in Indian Rupees. Prices quoted in the bid must be firm and final and shall not be subject to any modifications on any account whatsoever. In case of a tie, the bidder having higher technical score will be considered the preferred bidder. In case of further tie up final bidder shall be decided by draw of lots.

For the purpose of evaluation, the total evaluated cost shall be inclusive of all taxes & duties excluding GST for which the Client will make payment to the consultant including overhead expenses.

11. Performance Bank Guarantee (PBG)

Performance Bank Guarantee shall be submitted to the head of Departments/ office/ institution/ organisation / SPV respectively as per the requirement of the concerned department. The PBG amount shall be 5% of the work order value.

Within 7 days of receiving the work order from the Departments / office/ institution / organisation / SPV the agency shall have to furnish a Performance Bank Guarantee from a Scheduled Commercial Bank in favour of "**Head Departments / office/ institution/ organisation / SPV**", as per the format at Annexure- II, for a period of three months beyond the entire contract period (i.e. PBG must be valid from the date of effectiveness of the contract to a period of 3 months beyond the contract period) as its commitment to perform services under the contract. Failure to comply with the requirements shall constitute sufficient grounds for the forfeiture of the PBG. The PBG shall be released immediately after three months of expiry of contract provided there is no breach of contract on the part of the qualified bidder. No interest shall be paid on the PBG.

The successful bidder has to sign different agreement with different departments as per their requirements after submission of the Respective PBG.

12. Contract Negotiation

Contract negotiation, if required will be held at a date, time and address as intimated to the selected bidder/s. The bidder will, as a pre-requisite for attendance at the negotiations, confirm availability of all the proposed staff for the assignment. Representative conducting negotiations on behalf of the bidder must have written authority to negotiate and conclude a contract. Negotiation will be performed covering technical and financial aspects, if any and availability of proposed professionals etc.

13. Award of Contract

After completion of the contract negotiation stage, the Client will notify the successful bidder in writing by issuing an offer letter for signing the contract with the Govt. Head Departments/ office/ institution/ organisation / SPV etc and promptly notifying all other bidders about the result of the selection process. The successful bidders will be asked to sign the contract after fulfilling all formalities within 15 days of issuance of the offer letter. After signing of the contract, no variation or modification of the terms of the contract shall be made except by written amendment signed by both the parties. The contract will be valid for **3 years** from the date of Work order. The contract can be extended beyond these 3 years based on satisfactorily performance and as per the requirement of the Concerned Departments/ office/ institution/ organisation / SPV.

14. Conflict of Interest

Conflict of interest exists in the event of:

1. Conflicting assignments, typically monitoring and evaluation/environmental assessment of the same project by the eligible bidder.
2. Consultants, agencies, or institutions (individuals or organizations) who have a business or family relation with the Client directly or indirectly.
3. Practices prohibited under the anti-corruption policy of the Government of India and Government of Odisha. The bidders are to be careful so as not to give rise to a situation where there will be any conflict of interest with the Client as this would amount to their disqualification and breach of contract.

15. Disclosure

1. Bidders have an obligation to disclose any actual or potential conflict of interest. Failure to do so may lead to disqualification of the bidder or termination of its contract.
2. Bidders must disclose if they are or have been the subject of any proceedings (such as blacklisting) or other arrangements relating to bankruptcy, insolvency, or the financial standing of the Bidder, including but not limited to appointment of any officer such as a receiver in relation to the Bidder's personal or business matters or an arrangement with creditors, or of any other similar proceedings.
3. Bidders must disclose if they have been convicted of, or are the subject of any proceedings relating to:
 - i. a criminal offence or other serious offence punishable under the law of the land, or where they have been found by any regulator or professional body to have committed professional misconduct.
 - ii. corruption including the offer or receipt of an inducement of any kind in relation to obtaining any contract.
 - iii. failure to fulfil any obligations in any jurisdiction relating to the payment of taxes or social security contributions.

16. Anti-corruption Measure

1. Any effort by Bidder(s) to influence the Client in the evaluation and ranking of financial proposals, and recommendation for award of contract, will result in the rejection of the proposal.
2. A recommendation for award of Contract shall be rejected if it is determined that the recommended bidder has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question. In such cases, the Client shall blacklist the bidder either indefinitely or for a stated period, disqualifying it from participating in any related bidding process for the said period.

17. Language of Proposals

The proposal and all related correspondence exchanged between the bidder and the Client shall be written in the **English** language. Supporting documents and printed literature that are part of the proposal may be in another language provided they are accompanied by an accurate translation of the relevant passages in English with self- certification for accuracy, in which case, for the purposes of interpretation of the Proposal, the translated version shall govern.

18. Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its proposal. The Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. Bidder/s is/are not allowed to submit more than one proposal under the selection process. Alternate bids are also not allowed.

19. Legal Jurisdiction

All legal disputes are subject to the jurisdiction of Civil Court of Rayagada only.

20. Governing Law and Penalty Clause

The schedule given for delivery is to be strictly adhered to in view of the strict time schedule. Any unjustified and unacceptable delay in delivery shall render the bidder liable for liquidated damages and thereafter the Client holds the option for cancellation of the contract for pending activities and complete the same from any other agency. The Client may deduct such sum from any money from their hands due or become due to bidder. The payment or deduction of such sums shall not relieve the bidder from his obligations and liabilities under the contract. The rights and obligations of the Client and the bidder under this contract will be governed by the prevailing laws of Government of India / Government of Odisha. Failure on bidder's part to furnish the deliverables as per the agreed timeline will enforce a penalty @ **1% per week subject to maximum of 10% of the total contract value**. The amount will be deducted from the subsequent payment. In addition, the PBG amount shall also be forfeited. The decision of the authority placing the contract, whether the delay in development has taken place on account of reasons attributed to the bidder shall be final.

21. Confidentiality

Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the bidders who submitted the proposals or to other persons not officially concerned with the process, until the publication of the award of contract. The undue use by any Consultant of confidential information related to the process may result in rejection of its proposal and may be subject to the

provisions of the Client's antifraud and corruption policy. During the execution of the assignment except with prior written consent of the Client, the consultant or its personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the contract.

22. Amendment of the RFP Document

At any time before submission of proposals, the Client may amend the RFP by issuing an addendum through NIC Rayagada website. Any such addendum will be binding on all the bidders. To give bidders reasonable time in which to take an addendum into account in preparing their proposals, the Client may, at its discretion, extend the deadline for the submission of the proposals.

23. Client's right to accept any proposal, and to reject any or all proposal/s

The Client reserves the right to accept or reject any proposal, and to annul or amend the bidding / selection / evaluation process and reject all proposals at any time prior to award of contract award, without assigning any reason there of and thereby incurring any liability to the bidders.

24. Copyright, Patents and Other Proprietary Rights

Zilla Parishad, Rayagada shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights, and trademarks, about Documents and other materials which bear a direct relation to or are prepared or collected in consequence or during the execution of this contract. At the Client's request, the Consultant shall take all necessary steps to submit them to the Client in compliance with the requirements of the contract.

25. Appointment of Personnel

The key professionals to be deployed under this contract are expected to be dedicated for the entire period as desired by the client.

The Selected agency shall conduct the necessary interviews and background checks of the candidate which are to be deployed as per the position given by the client and submit the list of successful candidates to the Client for approval and shall deploy the manpower only after due approval from the client.

26. Force Majeure

For purpose of this clause, "Force Majeure" means an event beyond the control of the agency and not involving the agency's fault or negligence and not foreseeable. Such events may include, but are not restricted, wars or revolutions, fires, floods, riots, civil commotion, earthquake, epidemics or other natural disasters and restriction imposed by the Government or other bodies, which are beyond the control of the agency, which prevents or delays the execution of the order by the agency. If a Force Majeure situation arises, the agency shall promptly notify Client in writing of such condition, the cause thereof and the change that is necessitated due to the condition. Until and unless otherwise directed by the Client in writing, the Agency shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The agency shall advise Client in writing, the beginning, and the end of the above causes of delay, within seven days of the occurrence and cessation of the Force Majeure condition. In the event of a delay lasting for more than one month, if arising out of causes of Force Majeure, Client reserve the right to cancel the contract without any obligation to compensate the agency in any manner for whatsoever reason.

27. Settlement of Disputes

The Client and the Consultant shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or arising from or in connection with the Contract within Thirty (30) days from the commencement of such informal negotiation. All dispute resolution

proceedings shall be held at Rayagada, Odisha, and the language of such proceedings and that of all documents and communications between the parties shall be in English. Collector-cum-Chief Executive Officer, Zilla Parishad, Rayagada will be the final authority to resolve the dispute arising between and the Client and the Consultant.

28. Disqualification of Proposal

The proposal is liable to be disqualified in the following cases as listed below:

1. Proposal submitted without Bid Processing Fee & EMD as applicable.
2. Proposal not submitted in accordance with the procedure and formats as prescribed in the RFP.
3. During validity of the proposal, or its extended period, if any, the bidder increases the quoted prices.
4. Proposal is received in incomplete form.
5. Proposal is received after due date and time for submission of bid.
6. Proposal is not accompanied by all the requisite documents / information.
7. Bids with any conditional technical and financial offer.
8. If the bidder provides any assumptions in the financial proposal or qualifies the commercial proposal with its own conditions, such proposals will be rejected even if the commercial value of such proposals is the lowest / best value.
9. Proposal is not properly sealed or signed.
10. Proposal is not conforming to the requirement of the scope of the work of the assignment.
11. Bidder tries to influence the proposal evaluation process by unlawful/corrupt/fraudulent means at one or any point of time during the bid process.
12. If, any of the bid documents, excluding the commercial bid, submitted by the bidder is found to contain any information on price, pricing policy, pricing mechanism or any information indicative of the commercial aspects of the bidders or any person acting on its behalf indulges in corrupt and fraudulent practices.
13. Any other condition / situation which holds the paramount interest of the Client during the overall section process.

Section III:
Terms of Reference

1. Introduction

Rayagada district, endowed with rich mineral deposits, occupies a prominent place in the mineral resource map of Odisha. The district fulfils the domestic and overseas demand with huge reserves of high - grade bauxite & Silicon along with other minerals such as graphite, manganese, china clay, limestone, quartz, gemstones etc. The entire forest range of Rayagada is dotted with several bauxite and manganese mines of varying production capacities.

Despite the vast natural resources, the district continues to be socio-economically backward. The poverty Head Count Ratio (HCR) of the district is about 70 percent. More than 80 percent of the population of the district live in rural areas. The district has high proportion of Scheduled Tribe (ST) and Scheduled Caste (SC) population of which SCs account for 14.4 percent and STs account for 56 percent.

2. Objective of the Proposal

The proposal aims to engage technical and non-technical manpower with appropriate expertise to provide support to different departments to render their services in more effective and efficient manner, in the larger interest of welfare and overall development of people and their livelihoods in Rayagada district.

3. Detailed Scope of Work

A. Scope of Work:

The selected Manpower Agency would recruit manpower and deploy manpower at Different Departments/ office/ institution / organisation / SPV etc or at any other location as per their requirement. The resources shall be in the payroll of the selected HRSP.

The scope of work shall inter alia include but not limited to the following:

- a) A list of manpower requirements along with job description, relevant qualifications and professional experience shall be provided to the selected manpower agency as and when required from time to time.
- b) The selected manpower agency shall go for wide publicity with detailed Terms of reference (Educational qualification, professional experience, terms and conditions of recruitment, job description etc.) for each profile / requirement to be circulated to attract the best talent for the job.
- c) After receipt of applications, the selected manpower agency shall evaluate the CVs in detail, conducting document and background verification and shortlist the probable candidates.
- d) The selected manpower agency shall give a list of shortlisted candidates, within 15 days from the date of issue requisition. The list shall be accompanied with updated resume/ CV of the candidates along with qualification documents, certificate of work experience and remarks.
- e) Upon receipt of the list with all documents, reports etc., the client. may conduct an interview of the shortlisted resources, if required.
- f) The consolidated remuneration for each of the approved resources shall be submitted to the concerned department for approval. Remunerations shall be fixed as per the availability of funds and concerned guidelines.
- g) The selected resources shall be on the payroll of the selected Manpower Agency. The Agency shall be responsible for payment to the personnel every month.
- h) The agency shall document the induction information and issue the offer letters with details of reporting.

- i) The Agency shall be required to undertake the joining formalities, training, monthly information collection, payroll processing and statutory adherence, salary credits/settlements etc.
- j) The Agency shall collect attendance information for each of the selected resources from the respective department head and generate invoice to the concerned agency for payout to the candidate.
- k) The agency shall create a central MIS.
- l) The agency shall maintain all statutory computations regarding remittances of the selected resource for audit and inspection support purpose.
- m) The agency shall process the exit formalities for the resource and closure of all compliances.

B. Bidding Parameter:

The bidding parameter is "Service Charge" which is a Percentage of the indicative annual CTC (cost to company). The concerned Departments / office/ institution/ organisation / SPV / etc shall define "indicative annual CTC" figures based on the requirement. The Agency is required to quote its "service charge" excluding applicable GST as percentage of the "indicative annual CTC" figure provided. The Quoted percentage rate shall be up to 2 decimal point only.

The minimum service charge shall be applicable as per Office Memorandum No. 19595 dated 11.07.2023 of Finance Department, Govt. of Odisha.

C. Indicative annual CTC:

For the purpose of bidding as per this RFP, the indicative annual CTC for all resources required by Client is being assumed as INR 10,00,000/-

Example -

1. Say, the indicative annual CTC for a resource required by Client as per RFP is INR 10,00,000. Now if The selected bidder will be paid service charge as per 5.00% of CTC, which amounts to Rs. 50,000/-.
2. Now, assume that the actual CTC of staff hired is INR 12,50,000/-, the selected bidder will be paid service charge as per 0.02% of CTC, which amounts to Rs 250/-.
3. Zero Service charge shall not be accepted.

D. Replacement of Professional Manpower

1. The key professionals to be deployed under this contract must be dedicated in nature. However, the Client reserves the right to request the Agency to replace the deployed resources if they don't perform to the satisfaction of the client.
2. If the performance of the Agency is not satisfactory to Client, and defects are not rectified to the satisfaction of Client within 30 days of the receipt of the notice maximum penalty up to 1.0% of the total cost of the services for each week of delay shall be levied by Client.
3. In case of unsatisfactory performance of any deployed resource, Client may ask the selected Agency to withdraw the resource and a replacement shall be provided by the agency to the satisfaction of Client within 30 days from the intimation to the agency. Timelines would be fixed for different assignment and non-completion of such assignments within the defined time limit will be considered as poor performance / unsatisfactory.
4. The Agency will be responsible to conduct a thorough Antecedent verification of the candidates

E. Supervision and Monitoring

The Agency shall supervise and monitor the professional manpower engaged in different departments on a regular basis. The Agency shall at all times indemnify and agree and undertake to defend and hold Zilla Parishad, Rayagada, harmless against all liabilities, damages, losses, expenses, claims, suits, proceedings, judgements, settlements, actions, costs of any nature whatsoever, whether directly or indirectly arising out the agreement executed between concerned department and the Agency.

F. Monthly remuneration

The selected Agency shall raise separate monthly invoices for separate Departments / office / institution / organisation / SPV for disbursement of payment respectively.

G. Default of service

Deviation and/ or refusal and/ or non-compliance towards any of the obligations described in the Scope of Services would be treated as default of service by the selected firm. Upon, default of service, Tender inviting authority would reserve the right to forfeit the payment outstanding (if any) for the said job till that particular stage. In addition, Tender inviting authority would also have the right to terminate the agreement with the selected firm.

4. Contract Period

Contract will be for a period of 3 years from the date of Workorder. The agreement can be renewed further on mutually agreed terms and conditions if necessary. However, a formal agreement with renewed period shall be drafted to this effect.

5. Payment term and Schedule

The payments shall be made on receipt of invoice with all supporting documents.

The agency shall submit Duly approved attendance sheets and Challan of EPF & ESIC of the preceeding month along with the bills.

Performance of the selected candidates shall be reviewed after the end of each year. No separate conveyance, medical, HR and other allowances shall be provided to the selected candidates by the client.

6. Personnel

The requirement of manpower shall be shared with the agency from time to time as pert the requirement of the district. The Tender inviting authority reserves the right to hire no candidate from this tender.

For requirement and remuneration of the manpower the guidelines of the concerned district level Govt. Departments/ office/ institution/ organization / SPV etc shall be followed strictly.

Section IV:
Technical Proposal Submission Forms

Tech - 1 Covering Letter
(On Bidder's Letter Head)

[Location, Date]

To,
CDO -cum- Executive Officer,
Zilla Parishad, Rayagada,
Rayagada, 765001, Odisha

Subject: Selection of HRSPA on Outsourcing basis in Rayagada District [TECHNICAL PROPOSAL]

Dear Sir,

I, the undersigned, offer to provide the services for the proposed assignment in respect to your Request for Proposal No.: _____, Dated: _____. I hereby submit the proposal which includes this technical proposal sealed under a separate envelope. Our proposal will be valid for acceptance up to **180 Days** and I confirm that this proposal will remain binding upon us and may be accepted by you at any time before this expiry date.

All the information and statements made in this technical proposal are true and correct and I accept that any misinterpretation contained in it may lead to disqualification of our proposal. If negotiations are held during the period of validity of the proposal, I undertake to negotiate on the basis of the proposal submitted by us. Our proposal is binding upon us and subject to the modifications resulting from contract negotiations.

I have examined all the information as provided in your Request for Proposal (RFP) and offer to undertake the service described in accordance with the conditions and requirements of the selection process. I agree to bear all costs incurred by us in connection with the preparation and submission of this proposal and to bear any further pre-contract costs. In case, any provisions of this RFP/ ToR including of our technical & financial proposal is found to be deviated, then your department shall have rights to reject our proposal. I confirm that, I have the authority to submit the proposal and to clarify any details on its behalf.

I understand you are not bound to accept any proposal you receive. I remain,

Yours faithfully,

Authorized Signatory with Date and Seal:

Name and Designation: _____

Address of Bidder: _____

Tech 2: Bidder's Organization (General Details)

| S. No. | Description | Full Details |
|--------|--|--------------|
| 1 | Name of the Bidder | |
| 2 | Address for communication: Tel: Email id: | |
| 3 | Name of the authorized person signing & submitting the bid on behalf of the Bidder: Mobile No.: Email id: | |
| 4 | Registration / Incorporation Details Registration No: Date & Year. : | |
| 5 | Local office in Odisha If Yes, please furnish contact details | Yes / No |
| 6 | Bid Processing Fee Details Amount: DD No.: Date: Name of the Bank: | |
| 7 | EMD Details Amount: DD/ BG No.: Date: Name of the Bank: | |
| 8 | PAN Number | |
| 9 | Goods and Services Tax Identification Number (GSTIN) | |
| 10 | E.P.F. Registration No. (Attach self-attested copy) | |
| 11 | E.S.I. Registration No. (Attach self-attested copy) | |
| 12 | Willing to carry out assignments as per the scope of work of the RFP | YES |
| 13 | Willing to accept all the terms and conditions as specified in the RFP | YES |

Authorized Signatory :
with Date and Seal

Name : _____

Designation : _____

Address of Bidder : _____
Contact Number of Bidder : _____
Email id of Bidder : _____

Bidders should submit the required supporting documents as mentioned above. Non- submission of required documents as listed above will lead to rejection of the bid.

Tech 3: Bidders Financial Details

| Financial Information (In INR) | | | | |
|--|------------|------------|------------|---------|
| Details | FY 2020-21 | FY 2021-22 | FY 2022-23 | Average |
| Consulting Turnover (in Crores) | | | | |
| Supporting Documents: Audited certified financial statements for the last three FYs (Submission of copies of Income & Expenditure Statement and Balance Sheet for the respective financial years is mandatory along with this form) Filled in information in this format must have to be jointly certified and sealed by the CA and the authorized representative of the bidder and to be furnished in original along with the technical proposal failing which the proposal will be out rightly rejected. | | | | |

Signature and Seal of the Company Auditor / Chartered Accountant with Date in original

Name of Chartered Accountant

[In full initials with Date and Seal]: _____

Membership No. Chartered Accountant

Bidders should submit the required supporting documents as mentioned above. Non-submission of required documents as listed above will lead to rejection of the bid.

**Tech 4: Format for Power of Attorney
(on Bidders Letter Head)**

I, _____, the _____ (Designation) of (Name of the Organization) in witness where of certify that **<Name of person>** is authorized to execute the attorney on behalf of **<Name of Organization>**, **<Designation of the person>** of the company acting for and on behalf of the company 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 favor 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:

Note: Board resolution confirming the Authority of the signatory to submit the proposals could also be provided as a substitute to the Power of Attorney.

Tech 5: Bidders Past Experience Details

| Sl. No. | Name of the Project* Work Order number & Date | Name of the Client | Project Start Date | Project End Date | Project Cost (In Lakhs) | Number of Manpower deployed | Type of Work/Service provided |
|---------|--|--------------------|--------------------|------------------|-------------------------|-----------------------------|-------------------------------|
| 1 | | | | | | | |
| 2 | | | | | | | |
| 3 | | | | | | | |

*(*Photocopies of Work Orders/ Sanction Orders/ MOUs/ Engagement Letters/ Completion Certificates of equivalent projects to be attached as documentary proof along with page number in the proposal. More lines can be added for enumerating experience as required.)*

Tech 6: Declaration of Conflict of Interest and Activities

Are there any activities carried out by your agency which are of conflicting nature as mentioned in Section 2: [Information to the Bidder] under Eligibility Criteria: Para (5). If yes, please furnish details of any such activities.

If no, please certify,

On Bidders Letter

I hereby declare that our agency is not indulged in any such activities which can be termed as the conflicting activities as mentioned in **Section 2: [Information to the Bidder] under Eligibility Criteria: Para (5)**.

I also acknowledge that in case of misrepresentation of any of the information, our proposal / contract shall be rejected / terminated by the Client which shall be binding on us.

Authorized Signatory [In full initials with Date and Seal]:

Address of the Bidder:

Bidders should submit the required supporting Documents as mentioned above. Non- submission of required Documents as listed above will lead to rejection of the bid.

Tech 7: Description of Approach, Methodology and Work plan to Undertake the Assignment

[Technical Approach, Methodology and Work Plan are key components of the Technical Proposal. In this Section, bidder should explain their understanding of the scope and objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. Further, they should highlight the problems being addressed and their importance and explain the technical approach to be adopted to address them. It is suggested to present the required information divided into following three sections]

A. Understanding of Scope, Objectives and Completeness of response

Please explain your understanding of the scope and objectives of the assignment based on the scope of work, the technical approach, and the proposed methodology adopted for implementation of the tasks and activities to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/ copy the ToR here.

B. Description of Approach and Methodology:

- a. Proposed approach towards the assignment
- b. Best practices
- c. Any other issues

C. Methodology to be adopted:

Explaining of the proposed methodologies to be adopted highlighting of the compatibility of the same with the proposed approach.

Authorized Signatory [In full and initials]:

Name and Designation with Date and Seal:

Tech 8: Affidavit Format for Not Blacklisting

(Notarized on Rs.100/- Non Judicial Stamp Paper)

Affidavit

I, M/s. _____ (the name of the Organization) having our registered office at _____, <HQ address of the Organisation> hereby certify and confirm that we or any of our promoter(s) / Director(s) are not barred by Social Security & Empowerment of Persons With Disabilities Department, Govt. of Odisha / Department of Health & FW, Govt. of Odisha / or any other entity of GoO or blacklisted by any State Government or Central Government / Department / Organization in India from participating in Tenders as on the _____ (Date of Signing of this proposal).

We further confirm that we are aware that, our proposal for the captioned Project would be liable for rejection in case any material misrepresentation is made or discovered at any stage of the Bidding Process or thereafter during the agreement period.

Dated this _____ Day of _____, 2024

:

**Authorized Signatory with
Date and Seal**

Name : _____

Designation : _____

Address of Bidder : _____

Contact Number of Bidder : _____

Email id of Bidder : _____

Section V:
Financial Proposal Submission Forms

Fin 1: Covering Letter
(On Bidder's Letter Head)

[Location, Date]

To,
**CDO -cum- Executive Officer,
Zilla Parishad, Rayagada
Rayagada, 765001, Odisha**

Subject: Selection of Manpower Agency for Providing Manpower through Outsourcing basis in Rayagada District. [FINANCIAL PROPOSAL]

Sir,

I, the undersigned, offer to provide the consulting services for _____ [Insert title of assignment] in accordance with your Request for Proposal No. _____, Dated: _____. Our Financial Proposal is attached

I do hereby undertake that, in the event of acceptance of our bid, the services shall be provided in respect to the terms and conditions as stipulated in the RFP Document.

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the proposal of **180 days**. I have carefully read and understood the terms and conditions of the RFP and do hereby undertake to provide the service accordingly.

I understand that you are not bound to accept any proposal you receive.

I remain,

Yours faithfully,

Authorized Signatory [In full and initials]:

Name and Designation of Signatory with Date and Seal:

Address of the Bidder:

Fin 2: Summary of Financial Proposal

Name of the Work: Selection of HRSPA on Outsourcing basis in Rayagada DistrictRFP

NO:

Name of the Bidder: _____

| Sl.no | Description of the item | Unit | Service charge quoted as % of CTC (up to 2 decimal only) | In Words |
|-------|--|------|--|----------|
| 1 | Selection of Manpower Agency for Providing Manpower through Outsourcing basis in Rayagada District | % | _____ | |

NB:

- 1. Bidders shall submit the financial proposal as per the prescribed format given above in both figures and words and signed by the Authorized Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail.*
- 2. The above rate shall be inclusive of all applicable taxes, fees, duties, levies, transportation charges, insurance charges, Office expenses, Recruitment Charges, HRA etc except GST. No additional fee over and above shall be applicable*
- 3. Taxes will be paid by the Client as per the applicable rate under GST Act from time to time. Service fee proposed for the assignment shall remain fixed till completion of the contract.*

Authorized Signatory [In full and initials]:

Name and Designation with Date& Seal:

**Section VI:
Annexures**

Annexure I: Bid Submission Checklist

| Sl. No. | Description | Submitted (Yes/No) | Page No. |
|--------------------------------------|---|--------------------|----------|
| Technical Proposal (Original) | | | |
| 1 | Filled in Bid Submission Check List (ANNEXURE I) | | |
| 2 | Covering Letter (TECH 1) | | |
| 3 | Bid Processing Fee of Rs. 10,000/- in form to DD/ Bank Guarantee | | |
| 4 | EMD of Rs. 1,00,000/- in form of DD | | |
| 5 | Copy of Certificate of Incorporation / Registration of the Bidder | | |
| 6 | Copy of PAN | | |
| 7 | Copy of Goods and Services Tax Identification Number (GSTIN) | | |
| | Copy of Up to date GST return certificate | | |
| 8 | Copies of IT Returns for the last 3 FYs (20-21, 21-22 & 22-23) | | |
| 9 | General Details of the Bidder (TECH 2) | | |
| 10 | Financial details of the bidder (TECH 3) along with all the supportive Documents such as copies of Profit – Loss Statement and Balance Sheet for the concerned period | | |
| 11 | Power of Attorney (TECH 4) in favour of the person signing the bid on behalf of the bidder | | |
| 12 | List of completed assignments of similar nature (Past Experience Details) (TECH 5) along with the copies of work orders for the respective assignments | | |
| 13 | Self-Declaration on Potential Conflict of Interest (TECH 6) | | |
| 14 | Description of Approach, Methodology & Work Plan (TECH 7) | | |
| 15 | Affidavit for not Blacklisting | | |
| FINANCIAL PROPOSAL (ORIGINAL) | | | |
| 1 | Covering Letter (FIN 1) | | |
| 2 | Summary of Financial Proposal (FIN 2) | | |

Undertaking:

- All the information has been submitted as per the prescribed format and procedure.
- Each part has been separately bound with no loose sheets and each page of all the two parts are page numbered along with Index Page.
- All pages of the proposal have been sealed and signed by the authorized representative.

Authorized Signatory [In full and initials]:

Name and Designation with Date & Seal:

Annexure II: Performance Bank Guarantee Format

[Location, Date]

To,
**CDO -cum- Executive Officer,
Zilla Parishad, Rayagada
Rayagada, 765001, Odisha**

WHEREAS..... (Name and address of the Consultant) (hereinafter called "the Consultant") has undertaken, in pursuance of RFP no..... dated to undertake the service..... (description of services) (herein after called "the contract").

AND WHEREAS it has been stipulated by..... (Name of the Client) in the said contract that the Consultant shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract.

AND WHEREAS we 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 Consultant, up to a total of (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the consultant to be in default under the contract and without cavil or argument, any sum, or sums within the limits of (amount of guarantee) 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 consultant 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 consultant 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 performance bank guarantee shall be valid until the day of..... (month and year),

Our branch at Rayagada (Name & Address of the Bank) is liable to pay the guaranteed amount depending on the filing of claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our Rayagada branch a written claim or demand and received by us at our Rayagada branch on or beforeDt.otherwise bank shall be discharged of all liabilities under this guarantee thereafter.

.....
(Signature of the authorized officer of the Bank)

.....
Name and designation of the officer

.....
Seal, name & address of the Bank & Branch

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