



# **ODISHA STATE CIVIL SUPPLIES CORPORATION LTD.**

**(A Govt. of Odisha Undertaking)**

**REGISTRED OFFICE: C/2, NAYAPALLI, BHUBANESWAR-751012**

**CIN: U51211OR1980SGC000894**

**Tel No: 0674-2395391, Fax No: 0674-2395291, website: [www.oscsc.in](http://www.oscsc.in)**

**Re-tender RFP Advt. No. 13373/OSCSC, Date: 08.09.2023**

## **Request for Proposal**

**Selection of Service Providing Agency (SPA)**

**for**

**Supply of Qualified Data Entry Operators**

**On outsourcing basis**

**for**

**Smooth Management of 378 Ration Card Management  
System (RCMS) Centers at Block/ULB Level**

**&**

**Centers at 30 District Grievance Redressal Officers'  
(DGRO) Offices**

**ODISHA STATE CIVIL SUPPLIES CORPORATION LTD.**

(A Govt. of Odisha Undertaking)

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

CIN: U51211OR1980SGC000894

Tel No: 0674-2395391, Fax No: 0674-2395291, website: [www.oscsc.in](http://www.oscsc.in)**Request for Proposal (RFP) for 'Selection of Service Providing Agency (SPA) for Supply of Qualified Data Entry Operators (DEO) on Outsourcing Basis for Smooth Functioning of 378 RCMS Centers at Block/ULB Level & 30 Centers at DGRO Offices'****Re-tender RFP Advt. No. 13373/OSCSC, Date: 08.09.2023**

Proposals are re-invited from interested bidders registered under the Companies Act-1956/2013 or any other legal entity registered in India and having valid registration certificate and eligibility as per the criteria given in the Request for Proposal (RFP) published in the official website [www.foododisha.in](http://www.foododisha.in) & [www.oscsc.in](http://www.oscsc.in) for '**Supply of Qualified Data Entry Operators (DEO) on outsourcing basis for smooth functioning of 378 RCMS Centers at Block/ULB Level & 30 Centers at DGRO Offices**' in the state of Odisha. The details of time table of the RFP are as under.

Sl No	Event Description	Date
1	Publication of RFP in website	08-09-2023
3	Last Date and time for submission of Proposal	22-09-2023 by 1700 Hours
4	Opening of Technical Proposal	25-09-2023 by 1600 Hours at Conference Hall of OSCSC Ltd. C/2, Nayapalli, Bhubaneswar-751012
5	Presentation by Bidders Qualified in Eligibility Criteria	The date and time will be intimated to the bidders by e-mail. Venue will be the Conference Hall of OSCSC Ltd., C/2, Nayapalli, Bhubaneswar-751012.
6	Opening of Financial Bid	To be intimated to the Technically Qualified Bidders through registered mail ID.

The RFP published advt. vide No-11875/FSCW, dated 19.07.2023 stands cancelled. The bidders who have applied earlier, shall have to re-submit their bid proposal for this re-tender. Any amendment in the tender document /extension of bid, if any, shall be notified in the websites mentioned above. The proposals shall be submitted through Speed Post/Registered Post/Courier only to **The Managing Director, Odisha State Civil Supplies Corporation Ltd, C/2 Nayapalli, Bhubaneswar, PIN-751012, Odisha**. The authority reserves the right to cancel any or the entire selection process without assigning any reason thereof.

**-Sd/-  
Managing Director,  
OSCSC Ltd.**

## Table of Contents

Sl. No.	Particulars	Page Number Reference	
A	<b>Disclaimer</b>	4	
B	<b>Abbreviations</b>	4	
C	<b>Objective of the RFP</b>	5	
D	<b>Fact Sheet</b>	6	
E	<b>Schedule for the bid process</b>	7	
F	<b>Scope of Work &amp; Services Provided in the RCMS Centre &amp; Centre in DGRO Office</b>	7	
G	<b>Units of District</b>	7	
H	<b>Deployment plan for Data Entry Operators</b>	8	
I	<b>Manpower Requirements</b>	8	
J	<b>Overall Guidelines for Infrastructure Requirement</b>	8	
K	<b>Instructions to the Bidders</b>	a. General Instructions	9
		b. Compliant Proposals / Completeness of Response	9
L	<b>Pre-Bid Conference</b>	9	
M	<b>Key Requirements of the Bid</b>	Right to Terminate the Process	10
N	<b>Tender Fees &amp; Other Security</b>	a. Tender Fees	10
		b. Earnest Money Deposit (EMD)	11
		c. Performance Security	11
O	<b>Submission of Proposals</b>	a. Technical Proposal	11
		b. Financial Proposal	11
		c. Authentication of bid	12
		d. Preparation and Submission of Proposal	12
		e. Language	12
		f. Venue & Deadline for Submission of Proposals	12
		g. Late Bids	13
		h. Tender Opening	13
		i. Tender Validity	13
		j. Right to Accept Any Proposal and To Reject Any or All Proposal(s)	13
P	<b>Tender Evaluation</b>	13	
Q	<b>Prequalification Evaluation</b>	14	
R	<b>Technical Evaluation</b>	16	
S	<b>Financial Bid evaluation</b>	17	
T	<b>Financial Bid Proposal (Overall Cost)</b>	18	
U	<b>Financial Implication</b>	a. Payment Schedule	18
		b. Other Terms & Condition of payment	19
		c. Levy of Penalty for non payment / delay in payment of wages to DEOs	20
V	<b>General Terms &amp; Conditions of SLA</b>	21-25	
W	<b>Formats &amp; Annexure for submission of Information</b>	26-35	

### A. Disclaimer:

- The information contained in this Request for Proposal (hereinafter refer to as "RFP") document provided to the bidders by Food Supplies & Consumer Welfare Department, (hereinafter refer to as FS&CW Department), 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.
- FS&CW Department/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.
- FS&CW Department/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.
- FS&CW Department/OSCSC LTD may terminate the process at any time without assigning any reason and upon such termination, Department/OSCSC LTD shall not be responsible for any direct or indirect loss or damage arising out of such a termination.
- FS&CW Department/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	TPDS	Targeted Public distribution Systems
3	FPS	Fair Price Shop
4	FS&CW Department	Food Supplies & Consumer Welfare Department
5	OSCSC Ltd.	Odisha State Civil Supplies Corporation Limited
6	DD	Demand Draft
7	SLA	Service Level Agreement
8	EMD	Earnest Money Deposit
9	PPT	Power Point Presentation
10	TIA	Tender Inviting Authority
11	CSOs	Civil Supplies Officers
12	CCSOs	Chief Civil Supplies Officers
13	SPA	Service Providing Agency
14	EPF	Employees Provident Fund
15	ESI	Employees State Insurance
16	VDA	Variable Dearness Allowance

SL.No.	Short Form Used in RFP	Full Forms
17	PBG	Performance Bank Guarantee
18	DGRO	District Grievance Redressal Office
19	RCMS	Ration Card Management Systems
20	PD-DRDA	Project Director District Rural Development Agency

## C. Objective of the RFP

- a) The objective of the RFP is to solicit bids from interested SPAs for sponsoring services of qualified Data Entry Operators (DEO) to handle day-to-day activities in the **378 Ration Card Management System (RCMS) centers**, i.e. one DEO in each 314 Centres functioning in equal number of Block Offices and one DEO each in 64 Centres functioning in Urban Local Bodies (Municipal Corporations, Municipalities & NACs). Similarly, sponsoring services of one DEO each for the **30 offices of PD, DRDA-cum-District Grievance Redressal Officers' (DGRO)**.
- b) The day-to-day activities of the RCMS centres' include but not limited to updation and maintenance of ration card beneficiaries' database using online RCMS application as per the guidelines & rules laid down by the Government of Odisha (GoO) from time to time and execution of other related tasks attached to the RCMS Centres. Similarly, the activities in the offices of PD, DRDA-cum-DGRO is to carry out the day-to-day tasks related to functioning of the Targeted Public Distribution System (TPDS) mandate assigned to the District Grievance Redressal Officers. The regular task of a RCMS center is to provide various core services to the citizens related to ration cards issued under TPDS. All the activities like digitization of applications and regular updation of the ration card database through RCMS web-application are carried out by the orders of the concerned In Charge Officer of the RCMS Centres.
- c) The selected Service Providing Agency (SPA) shall sponsor qualified Data Entry Operator (DEO) having knowledge over computer systems, web applications handling, digitization, and report preparation/generation, to act as an assistant to the In Charge of the RCMS Centre and PD, DRDA-cum-DGRO whom S/he shall report on a daily basis and discharge the duties as per their orders/directions.
- d) This document contains information on topics relevant for the project including detailed information on the day-to-day activities, tasks to be executed by the Service Providing Agency (SPA) and capacity in which data entry operators would be required to be providing services in each RCMS center. The bidders are expected to examine all instructions, terms, project requirements and other information in the RFP and respond to the requirements as completely and in as much relevant detail as possible with focus on demonstrating bidder's suitability to become the implementation partner of OSCSC Limited and FS&CW Dept, Government of Odisha.

## D. Fact Sheet

Clause Reference	Topic
Title of this RFP	Selection of <b>Service Providing Agency (SPA) for supply of Qualified Data Entry Operators</b> on outsourcing basis for smooth management of <b>378 RCMS Centers at Block/ULB level &amp; 30 Centers at DGRO Offices</b> .
Scope of this RFP	The scope of this RFP is to solicit bids from the interested SPAs for supply of Qualified Data Entry Operators for management of 378 RCMS Centers at Block/ULB

Clause Reference	Topic
	Level & 30 Centers at DGRO Offices.
Eligibility of the Bidder	The firm/company should be incorporated under Indian Companies Act 1956/2013 or any other legal entity registered in India and eligibility as per the criteria in the RFP. The firm/company must have been registered for a minimum period of five years ending with 31 <sup>st</sup> March 2023.
Project Period	The total <b>project period is for two years</b> . Initially work order shall be given for one year and on review of satisfactory performance, the service period shall be extended for a further period of one year.
Language	The Proposal should be filled by the Bidder in English language only.
Bid Validity	Proposals/Bids must remain valid for a period of 180 days after the last date of submission of bid.
Tender Fees	RFP documents can be downloaded from the websites <b>www.foododisha.in, www.oscsc.in</b> . The bidders are required to submit the <b>document Fee (non-refundable) of Rs. 10,000/- (Rupees ten thousand)</b> only in shape of Demand Draft drawn in favour of <b>Odisha State Civil Supplies Corporation Ltd. (OSCSC)</b> payable at Bhubaneswar, from any of the scheduled bank along with the Proposal. Proposals received without or with inadequate RFP Document fees shall be rejected.
EMD	Bidders shall submit along with their Bids, <b>EMD of Rs 5.00 Lakh (Rupees Five Lakhs)</b> only in shape of Demand Draft issued by any of the scheduled bank in favour <b>Odisha State Civil Supplies Corporation Ltd. (OSCSC)</b> payable at Bhubaneswar <b>which shall remain valid for 90 days from the due date of the RFP</b> .
Performance Security	The selected bidder would be required to provide a <b>Performance Security</b> either in shape of <b>Demand Draft</b> or in shape of <b>Performance Bank Guarantee</b> from any of the scheduled bank, within 15 days from the notification of award, for a value equivalent to <b>@5% of the total contract value</b> .
Method of selection	The method of selection is <b>Least Cost Basis after Technical evaluation method</b> . Financial bid of only those bidders who qualify in the Technical Bid by scoring 70 marks or above shall be evaluated. The lowest bid among the opened financial bids will be awarded the contract. No sub-contracting is allowed and violation of this may lead to disqualification.
Financial Proposal	The bidder <b>shall quote the rate of service charges in percentages</b> . The <b>minimum service charge for outsourcing manpower is 3.85% on the applicable minimum wages payable to the DEOs</b> . 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.
Address for Bid Submission	The proposal shall be submitted to: The Managing Director, Odisha State Civil Supplies Corporation (OSCSC) Ltd., Head Office, C/2 Nayapalli, Bhubaneswar - 751012 EPBX - (0674) 2395391/2394956 Fax - (0674) 2395291/2390199 e-Mail: <a href="mailto:mdoscsc@gmail.com">mdoscsc@gmail.com</a>

## E. Schedule for the bid process

Sl No	Event Description	Date
1	Publication of RFP in website	08-09-2023
3	Last Date and time for submission of Proposal	22-09-2023 by 1700 Hours
4	Opening of Technical Proposal	25-09-2023 by 1600 Hours at Conference Hall of OSCSC Ltd. C/2, Nayapalli, Bhubaneswar-751012
5	Presentation by Bidders Qualified in Eligibility Criteria	The date and time will be intimated to the bidders by e-mail. Venue will be the Conference Hall of OSCSC

		Ltd., C/2, Nayapalli, Bhubaneswar-751012.
6	Opening of Financial Bid	To be intimated to the Technically Qualified Bidders through registered mail ID.

## F. Scope of Work & Services provided in the RCMS Centre & Centre in DGRO Office

a) Following are the indicative list of services provided through RCMS.

Sl No	Services Category for the DEO	Service Sub Category
1	<b>RCMS Centre:</b> Core & Non-core Services as per the direction/order of the In Charge Officer of RCMS Centre	Digitization of all applications received for new ration card.
		All updations in the Ration Cards.
		Seeding of Aadhaar, Bank Account, mobile number of beneficiaries.
		Preparation of daily & periodical MIS reports under TPDS, IM-PDS & End-to-End Computerization and other tasks/activities as assigned by the In Charge Officer of RCMS Centre.
3	<b>Centre in DGRO's office:</b>	Activities/tasks/assignments as per the direction of the Project Director, District Rural Development Agency-cum-DGRO for maintenance of day to day case records and other office works related to the Targeted Public Distribution System.

b) RCMS center functions inside the Office Chamber of the Inspector of Supplies/Marketing Inspector/Assistant Civil Supplies Officer in Charge of the RCMS Centre on all working days.

c) The bidder would be responsible for sponsoring only one qualified DEO per Block/ULB RCMS Centre & one in the office of the DGRO, having Odia and English typing skills for handling RCMS software. Data entry operators shall be responsible for carrying out the tasks as per the directions of the In Charge Officer of the RCMS Centre and PD, DRDA-cum-DGRO in case of DGRO Office.

## G. Unit of Districts

There are 378 RCMS Centres in across the State and 30 Centres in the Offices of the PD, DRDA-cum-DGROs. All the 30 districts of the State have been grouped into 10 units and each unit consists of 3 districts, one each from every RDC Zone. **The bidder may apply for a minimum of two units and Maximum of five units. The bid applied by any bidder for less than two units, or more than five units shall be summarily rejected.** The authority reserves the rights 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.

## H. Deployment plan for Data Entry Operators

a) For deployment of DEOs by the Service Providing Agency (SPA), all the 30 districts have been divided into 10 units and each unit would consist of three districts. A Service Providing Agency (SPA) can take up work for a minimum of two units and maximum of five units. Commercial proposal should be submitted on the basis of the unit(s) of districts. The number of units applied for need to be indicated in the General and Technical Bids. Please refer Annexure for the combination of Districts.

b) In response to this RFP, the bidders shall have to bid for the units of the districts.

## I. Manpower requirements

- a) The Selected Bidder shall have to provide one data entry operator for each RCMS centre & at centre in the DGRO office. Bidder should make sure that data entry operator is available during office hours on all working days. In case data entry operator is on leave, the bidder would have to provide a suitable replacement for duration of the leave. The data entry operator should be reporting to the In Charge Officer of RCMS Centre (IS/MI/ACSO as the case may be) & PD, DRDA at DGRO offices.
- b) Each data entry operator employed by the Service Providing Agency (SPA) should comply to the requirements mentioned below.
  - i. She/he should be the age of 21 or above.
  - ii. The minimum education qualification for data entry operator will be graduation in any discipline.
  - iii. The data entry operator should have a speed of 166 characters in English per minute and should be well conversant with computers and essentially trained in MS office, internet and LAN function.

## J. Overall Guidelines for Infrastructure Requirements

The required infrastructure like Desktop, Laser Printer, Electricity, data connectivity, and consumables, such as, printing paper and print cartridges ***would be made available by the respective Block/ULB/DRDA authorities for smooth functioning of the Centers.***

## K. Instructions to the Bidders

### a) General Instructions

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

### b) Compliant Proposals / Completeness of Response

Bidders are advised to study all instructions, forms, terms, requirements, and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications. Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected.

Bidders must:

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



- iii. Comply with all the requirements as set out in this RFP. The documents once submitted by the bidder in sealed cover along with the tender paper are final. No further document or communication will be entertained once the tender is opened.

## L. Pre-Bid Conference & Corrigendum(if any)

- a) There will be no pre-bid conference for this RFP.
- b) The Corrigendum/Addendum (if any) will be posted on the website [www.foododisha.in](http://www.foododisha.in) & [www.oscsc.in](http://www.oscsc.in).
- c) Any such corrigendum/Addendum shall be deemed to be incorporated into this RFP.
- d) The bidders while submitting the proposal should submit duly signed copy of corrigendum/addendum along with it.
- e) In order to provide prospective Bidders reasonable time for taking the corrigendum/addendum into account, FS&CW Department or OSCSC may, at its discretion, extend the last date for the receipt of Proposals.

## M. Key Requirements of the Bid

### Right to Terminate the Process

- a) FS&CW Department/OSCSC Ltd may terminate the RFP process at any time and without assigning any reason thereof. FS&CW Department/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 FS&CW Department/OSCSC Ltd. The bidder's participation in this process may result FS&CW Department/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 procedure and re-invite the bids.

## N. Tender Fees & Other Security

- a) **Tender Fee:** RFP document can be downloaded from the website [www.foododisha.in](http://www.foododisha.in) & [www.oscsc.in](http://www.oscsc.in) . The bidders are required to submit the **Tender Fee (non-refundable) of Rs. 10,000/- (Rupees ten thousand)** only by Demand Draft drawn in favour of **Odisha State Civil Supplies Corporation Ltd. (OSCSC)** payable at Bhubaneswar, from any of the scheduled bank along with the Proposal. Proposals received without or with inadequate RFP Document fees shall be rejected.
- b) **Earnest Money Deposit (EMD) :** Bidders shall submit, along with their Bids, **EMD of Rs. 5.00 Lakh (Rupees Five Lakh)** only in the form of a Demand Draft drawn from any of the scheduled bank in favour **Odisha State Civil Supplies Corporation Ltd. (OSCSC)**, payable at Bhubaneswar, and should be valid for **90 days** from the due date of the RFP. EMD of all unsuccessful bidders would be returned/refunded by FS&CW Department/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.

- c) **Performance Security** : The selected bidder would be required to provide a **Performance Security** either in form of Demand Draft drawn from any Nationalised Bank or in form of Performance Bank Guarantee issued by any of the scheduled bank, within 15 days from the notification of award, for a value equivalent to **@5% of the total contract value**. The performance security should be **valid for a period of 60 days beyond the period of contractual obligations**. The selected bidder shall be responsible for extending the validity date of the performance security as and when it is due on account of non-completion of the project and warranty period. In case the selected bidder fails to submit performance security within the stipulated time, the FSCW Dept/OSCSC Ltd, at its discretion may cancel the order placed on the selected bidder without giving any notice. The FSCW Dept/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.

## O.Submission of Proposals

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

- a) **Technical Proposal** - The technical Proposal should include details of *Bidder's Profile, Pre-qualification Criteria, Technical Evaluation Criteria, Supporting Documents & the copy for presentation of Proposed Methodology and Team Structure*, in the 1st envelope. **The entire proposal shall be spirally bounded with page marks on each page.** Any financial information contained in the technical proposal will invalidate the proposal.
- b) **Financial Proposal** – The Financial Proposal shall be submitted in original in the 2nd envelope. The other procedure to be followed by the bidder are given as follows:
- i. These two envelopes containing Technical Proposal (including the Pre-qualification Proposal) and Commercial Proposal should be put in single sealed envelope clearly marked/super scribed as '**Response to RFP Advt. No \_\_\_\_\_ & Title of the RFP > and the wordings DO NOT OPEN BEFORE < Date and Time >'**.
  - ii. The offer should remain valid for acceptance for 180 days from the date of submission of bid.
  - iii. The outer envelope should also clearly indicate the *name, address, telephone number, e-Mail ID and fax number of the bidder* to enable the Bid to be returned unopened in case it is declared "Late".
  - iv. All the pages of the proposal must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid.
  - v. The proposal/bid shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the bidder itself. Any such corrections must be initialled by the person (or persons) who sign(s) the proposals.
  - vi. All pages of the bid shall be duly signed and stamped by the authorized person or persons who sign the bid.

vii. The bid should be submitted by speed post/registered post/courier only. No hand receipt of the bid shall be entertained.

c) **Authentication of Bids:** Proposal should be accompanied by a power-of-attorney in the name of the signatory of the Proposal.

d) **Preparation and Submission of Proposal**

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

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

e) **Language**

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

f) **Venue & Deadline for Submission of Proposals**

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

g) **Late Bids**

- i. Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall be returned unopened.
- ii. The bids submitted by telex/telegram/fax/e-mail etc. shall not be entertained. No correspondence will be entertained on this matter.
- iii. FS&CW Department/OSCSC Ltd shall not be responsible for any postal delay or non-receipt/ non-delivery of the documents. No further correspondence on the subject will be entertained.
- iv. FS&CW Department/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.

h) **Tender Opening**

The proposals submitted up to the last date of submission of bid, will be opened on the scheduled date & time given in the clause 'Schedule for bid Process' by the Managing Director, OSCSC Ltd. or any other officer authorized by FS&CW Department/OSCSC Ltd, in the presence of such Bidders or their duly authorized representatives. The representatives of the bidders are advised to carry the identity card or a letter of authority from the tendering firms to identify their bonafides for attending the opening of the proposal. Only one authorised person from each bidder shall be allowed to attend the meeting.

i) **Tender Validity**

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

## j) **Right to Accept Any Proposal and To Reject Any or All Proposal(s)**

The FSCW Dept/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.

## **P. Tender Evaluation**

1. Initial scrutiny of the bid shall be done and the proposal shall be treated as non-responsive if found incongruous in terms of:
  - a) having been not submitted in the format as specified in the RFP document.
  - b) received without the Letter of Authorization (Power of Attorney).
  - c) found with suppression of details.
  - d) submitted without the documents requested in the pre-qualification & technical bid evaluation table format.
  - e) having incomplete information, subjective, conditional offers and partial offers submitted.
  - f) having non-compliance of any of the clauses stipulated in the RFP.
  - g) having lesser validity period.
2. All responsive bids will be considered for further processing as per the steps given below.
  - a) 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.
  - b) First the Pre-Qualification will be evaluated and only those bidders who qualify the requirements will be eligible for next set of evaluations. Technical Proposal and Commercial Proposal (without opening) of Bidders who do not meet the Pre-Qualification criteria will be returned.
  - c) The technical score of all the bidders would be calculated as per the criteria mentioned below. All the bidders who achieve **at least 70 marks in the technical evaluation** would be eligible for Financial Bid opening and rate comparison. In case after technical evaluation, it is found that less than three numbers 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.
  - d) Lowest bid among financial bid will be awarded the contract.
  - e) 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.
  - f) The submission of tender fees & EMD is mandatory for all interested bidders, irrespective of their any legal status.

## **Q. Prequalification Evaluation**

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

Sl. No.	Basic Requirements	Specific Requirements	Documents/Information to be provided in the submitted proposal
1	Legal Entity	The Company should be incorporated under Indian Companies Act 1956/2013 or any other legal entity registered in India. The firm/company must have been registered for a minimum period of five years ending with 31 <sup>st</sup> March 2023.	Certificate of incorporation Registration Certificate PAN Card Copy IT Returns for the last 05 consecutive Five Financial Year i.e. FY-2017-18, FY-2018-19, FY-2019-20, FY-2020-21 & FY-2021-22. GST Registration Certificate EPF Registration Certificate ESI Registration Certificate
2	Geographical Presence	The bidder must have its office located in Odisha for a minimum period of one year.	It is the responsibility of bidder to submit proper address proof or copy of rent agreement (if any).
3	Blacklisting	Declaration by bidder that: That, our company/Firm is not blacklisted in any manner whatsoever by any of the State/UT and/or central government in India/ any PSUs on any ground including but not limited to indulgence in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the last five years up to the date of submission of bid or the black listing shall not be in force till the date of submission of bid, if awarded, prior to the said five years. That, neither the Company/Firm nor any of its director/s nor partner/s have been convicted by any court of law nor any criminal case be pending against them before court of law.	The company/Firm will have to submit its declaration in the prescribed format at 'Annexure-C'.
4	Annual Turnover	The company must have minimum average annual turnover of Rs 2.00 Crore in India in last Five Financial Years i:e FY-2017-18, FY-2018-19, FY-2019-20, FY-2020-21 & 2021-22. (Provide information as per the prescribed format at 'Annexure-D' Financial Capacity of the Bidder (Average Annual Turnover)	Audited Balance of last Five Financial Years i:e FY-2017-18, FY-2018-19, FY-2019-20, FY-2020-21 & 2021-22. The bidder should submit the Chartered Accountant certificate specifically on the average annual turnover.
5	Technical Capability	The bidder should have successfully 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 in the last 5 years ending with FY-2022-23 (i.e. FY-2018-19, FY-2019-20, FY-2020-21, FY-2021-22 & FY-2022-23).	The bidder shall submit self certified information sheet at the prescribed table format at 'Annexure-E' alongwith proof of documents i.e. the work order or the service agreement occurred with the client must be produced as a proof of work experience of the bidder.
6	Manpower Strength	The Bidder should have at least 100 professional Data Entry Operators (DEOs) on its	Self-Certification in the prescribed table format at

Sl. No.	Basic Requirements	Specific Requirements	Documents/Information to be provided in the submitted proposal
		pay-roll in either of the three months i.e. April-2023 to June-2023 to be eligible to bid in the Project. Accordingly, technical evaluation shall be made at Table SI No-02, on the basis of highest number of DEOs as per the EPF record among either of the three months i.e. April-2023, May-2023 & June-2023. <b>(Annexure-F)</b>	'Annexure-F' (In Company Letter PAD) by the authorized signatory with clear declaration of number of Manpower (DEOs) in either of the three months i.e. April-2023 to June-2023 as per the EPF record. This is to be given by bidders for evaluation at pre-qualification stage.
7	Tender Fees	The Bidder must have submitted Rs. 10,000/- (Rupees Ten Thousand Only) towards the cost of the Tender Document.	DD from any of the scheduled Bank payable at Bhubaneswar.
8	EMD	The Bidder must have furnished the EMD of Rs 5.00 Lakh (Rupees Five Lakh only).	DD from any of the scheduled Bank payable at Bhubaneswar.
9	Power of Attorney	The bidder needs to submit power of attorney for submission of bid.	Power of attorney from competent authority in Company's Letter pad.
10	ISO 9001:2008	Bidder should possess minimum ISO 9001:2008 certification or above.	ISO-9001-2008 certification No.

## R. Technical Evaluation

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

### Technical Bid Evaluation Sheet

Sl. No.	Criteria	Sub-Criteria	Basis of Evaluation	Maximum Marks	Supporting doc
1	Relevant Experience/ Technical Capability	Experience in 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 in the last 5 years ending with FY-2022-23 (i.e. FY-2018-19, FY-2019-20, FY-2020-21, FY-2021-22 & FY-2022-23).	05 Marks for each such completed projects of State Govt./Central Govt./ PSUs of Data digitization of amount more than INR 1 crore in the last 5 years ending on 31st March 2023. (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 table format at 'Annexure-E' alongwith proof of documents i.e. the work order or the service agreement occurred with the client must be produced as a proof of work experience of the bidder.
2	Relevant	Number of existing	No Marks up-to	20	Work Order or

Sl. No.	Criteria	Sub-Criteria	Basis of Evaluation	Maximum Marks	Supporting doc
	Experience / Manpower Strength	DEOs engaged in different projects of State Govt/Central Govt./ PSUs during the current Pay-roll (Minimum of 100DEOs as pre-qualification Criteria)	minimum requirement of 100 DEOs.  01 Marks for every multiple of 10DEOs over & above the 100DEOs. (Ex- If a bidder has 150DEOs in its pay roll then 05 marks shall be awarded)		service level agreement (Self Certified statement shall be given in the prescribed table format at <b>(Annexure-F)</b> )
3	Average Annual Turnover of the Bidding Company	Average Annual Turnover of the last Five Financial Years i:e FY-2017-18, FY-2018-19, FY-2019-20, FY-2020-21 & FY-2021-22 (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 1.00Crore over & above 2.00 Crore. (Ex- If a bidder has Average Annual Turnover 4.5 Crore then 10Marks shall be awarded)	30	The bidder should submit the Chartered Accountant certificate specifically on the average annual turnover as per the table format at <b>(Annexure-D)</b> .
4	Proposed Methodology and Team Structure & Technical capability as per technical bid criteria	1. Approach and methodology for resource management. 2.Feedback mechanism 3. Time required for selection & Deployment of required DEOs at the applied Units of the districts. 4.Details of Experience in successfully undertaken/undertaking similar type of services.	Qualitative assessment based on (Four Slides) <b>Slide-1.</b> Details of existing Manpower (i.e.with availability of DEOs), Team structure & reporting mechanism- <b>10marks</b> <b>Slide-2.</b> Details of Experience in successfully undertaken/undertaking similar type of services - <b>5 marks</b> <b>Slide-3.</b> Bidders (if Any) having experience in the same RCMS project earlier- <b>5 Marks</b> <b>Slide-4.</b> Risk mitigation (contingency plan), exception handling & SLA management - <b>10 marks</b>	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.
<b>Grant Total of Marks</b>				<b>100</b>	

## S. Financial Bid evaluation

The bid price should include service cost for deployment of human resources provided to RCMS centre & centre at DGRO including the cost of engagement of one coordinator for collection of absentee report from the districts and taxes and levies etc. The bidder should give a reasonable bid. The commercial bids submitted will be checked against following parameters:

- a) 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.
- b) The Service charges should include all incidental and ancillary expenses like providing logistics, Financing charges & overhead, premium towards insurance cover for the DEOs 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 Profit, other overheads, etc.
- c) The bidder has to bear the cost of engagement of one coordinator out of its service charges only. Therefore, while quoting the service charge, the bidder has to keep in mind all possible cost that will arise for fulfilment of all the terms & conditions of this RFP and no additional cost shall be charged or bided for the coordinator in the commercial bid separately.
- d) Any conditional bid will not be accepted.
- e) Lowest bid among financial bid will win the bid.
- f) In case of discrepancies between rate quoted in word & figure, the rate quoted in 'word' shall be considered.
- g) In case of a tie in Financial Bid, the bidder with higher technical score will be awarded the contract.
- h) 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 1<sup>st</sup> preference then next scored bidder will be preferred further.

## T. Financial Bid Proposal (Overall Cost)

The financial bid table format should be used to quote the cost of sponsoring DEOs 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. 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. The financial proposal should be submitted in the prescribed Financial Bid Format only (in the Firm/Company Letter Pad Only).

The bidder needs to carefully read the followings while bidding:

- a) Under no circumstances the wage will be less than Minimum wage.
- b) The cost of the manpower (DEO) per month shall be paid as fixed as per the minimum wages Act i.e. the DEOs may be treated as **Skilled Labour** and the rate for skilled labour shall be taken into account for payment (@435 X 26 days + Cost of Employer share of EPF@12%/ESI@3.25%). The employee's share of EPF @12%/ESI @0.75% may be deducted from the monthly payment to DEOs. The EPF administrative charges shall be reimbursed by OSCSC on actual basis. The wage rate (including VDA) shall be revised as per the prevailing rate as will be notified by Labour & ESI Department, Government of Odisha from time to time.
- c) In case of any enhancement of wages by the Government during the tenure of the contract, the enhanced rate shall be paid to these DEOs by the SPA from the effective date and the same shall be recouped by the OSCSC/FS&CW Department.



- d) The DEOs 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 DEOs needs to be submitted.
- f) No TA/DA shall be either quoted/paid over & above the amount mentioned above.
- g) The bidder shall quote rate for service charges in prescribed column of the Financial bid format.
- h) The Bidder has to quote a single rate of service charge for a unit as a whole and the least unit cost quoted by the bidder shall be treated as L1 Bidder.
- i) The Bidder has to quote for a minimum of two units and maximum of five units in this financial BID.

## U. Financial Implications:

### a) **Payment Schedule**

1. Payment will be made on conclusion of **monthly** basis of number of working days for which duty has been performed by manpower, where Service Providing Agency (SPA) shall raise the bill, in triplicate and submit the same to the concerned authority in the 2nd week of the succeeding month.
2. The payment shall be released on monthly basis i.e. within 15 days of submission of all necessary supporting documents satisfactorily.
3. The invoice shall be considered for sanction and payment proportionately based on actual district work certificate & actual date of functioning of RCMS centre.
4. 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 Provider (SP)'s employees for this project would be mandatory and payment to be done through bank account.
5. In case of reduced services/quantities, the invoice shall be raised based on actual.
6. Each such supporting document as will be needed to substantiate the expenditure incurred shall be submitted along with the invoice copy.
7. The proof copy of the depositing the tax amount along with periodic filling statement copy of the taxes raised in the invoice shall be submitted by the contract holder.
8. TDS shall be applicable at the prevailing rate as per the Income Tax Act/GST Act at time of release of actual payment.
9. It is required to ensure that all deliverables are of high quality and have undergone sufficient internal review process before being shared with the department. Any risks, dependencies, limitations, additions, deletions etc. shall be flagged at least 10 days in advance to the 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 FSCW Dept/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 in the RCMS centre shall be that of the Service Providing Agency (SPA) and the FSCW Dept/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 FSCW Dept/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 FSCW Dept/OSCSC Ltd shall, in no way be responsible for settlement of such issues whatsoever.
9. The FSCW Dept/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 FSCW Dept/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 FSCW Dept/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 FSCW Dept/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 FSCW Dept/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 FSCW Dept/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 FSCW Dept/OSCSC Ltd is put to any loss / obligation, monetary or otherwise, the FSCW Dept/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 FSCW Dept/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 FSCW Dept/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 DEOs:** In case the selected service provider fails to make payment of wages to the DEOs engaged at RCMS/DGRO centre within the permissible time limit, penalty @0.5% of the monthly service charges shall be deducted under the following circumstances.
1. The district wise wages to the DEOs 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 5<sup>th</sup> of subsequent month. FSCW/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 the DEOs shall be paid on or before 8<sup>th</sup> of subsequent month as per the absentee report.
  4. The service provider shall submit their bills alongwith necessary documents in support of statutory payments like proof of payment of wages to DEOs, EPF, ESI & GST etc to OSCSC, on or before 10<sup>th</sup> of succeeding month for payment.
  5. There will be a grace period given for seven days for payment of wages to DEOs i.e. the wages should be released to DEOs latest by 12<sup>th</sup> of subsequent month positively, failing over which the above penalty shall be levied @0.5% of the monthly service charges shall 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
- 19 | Page  
time shall be given for payment of wages to the DEOs for that particular district, from the date on which the absentee report shall be received from the particular district.

7. Example: The Service provider shall collect absentee report for the month of August-2023 latest by 5<sup>th</sup> September-2023. Thereafter, the SPA shall ensure payment of monthly wages & other statutory dues like EPF/ESI etc on or before 8<sup>th</sup> September 2023 and submit the bill latest by 10<sup>th</sup> September 2023. In case of any difficulty, the service provider should make the payment of wages latest by 12<sup>th</sup> September 2023. The penalty shall be levied for delay after 12<sup>th</sup> September 2023 onwards. In case the district absentee report received in a later date i.e. for example on 15<sup>th</sup> September 2023 then the service provider shall make the payment of wages to DEOs latest by 22<sup>nd</sup> September 2023 failing over which the penalty will be levied for delay after 22<sup>nd</sup> September 2023 onwards. The payment to the SPA shall only be released within 15days after receipt of Bill along with all supporting documents.
8. It is the sole responsibility of the service provider to establish the exact date on which the monthly wages to the DEOs has been paid by producing the bank statement copy to OSCSC. In any case of dispute, FSCW/OSCSC shall be the final authority for deciding the levy of such penalty on the monthly bill value of wages.
9. Simultaneously, the regularity in payment of monthly wages to the DEOs & its related statutory dues shall be a parameter for accessing the performance of the service provider for their further extension of such services.
10. In case it is found that the service provider or any of its employee or any agent indulge himself/herself in any "corrupt practice" to influence the action, means collection of anything of value from DEOs engaged at RCMS/DGRO during the initial engagement period or during the service period, FSCW/OSCSC 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 FSCW/OSCSC for a period of five years or as will be deemed appropriate and decided there upon.

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

1. **Award Criteria:** FS&CW Department/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.
2. **Notification of Award:** Prior to the expiry of the validity period, FS&CW Department/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, FS&CW Department/OSCSC may like to request the bidders to extend the validity period of the bid. The notification of award will constitute the formation of the contract. Upon the successful bidder's furnishing of Performance Bank Guarantee, FS&CW Department/OSCSC Ltd. will notify each unsuccessful bidder.
3. **Contract Finalization and Award:** FS&CW Department/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 FS&CW Department/OSCSC Ltd. notifies the successful bidder that

its proposal has been accepted, FS&CW Department/OSCSC Ltd. shall issue work order and an agreement shall be executed among **Odisha State Civil Supplies Corporation Ltd. (OSCSC Ltd.)** and the **Successful Bidder** taking into account the relevant Clauses of the RFP, pre-bid clarifications, Corrigendum, the proposal of the bidder in addition to other agreed clauses. Service Level Agreement (SLA) shall be signed for the entire project period & value.

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

## 6. Performance Review

- a) Annual performance review of the Services rendered by the SPA will be carried out in Project Review Meetings every month during the whole life cycle of this project.
- b) The performance rating for the previous months may be based on the average time taken by the SPA in releasing wages to the DEOs. As defined in the clause No-J(3)(iii) which says 'The monthly wages to the DEOs shall be paid on or before 8<sup>th</sup> of subsequent month as per the absentee report'. Hence, the date i.e. 5<sup>th</sup> of subsequent month may be assumed as 'T' and the performance rating will be as follows.

Sl. No.	Particulars	Ratings to be Awarded
1	If the concerned SPA releases the wages of previous month to DEOs 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 the FS&CW/OSCSC. Additional meetings may also be held if needed at the request of either the Department or the Bidder.
- e) The representatives of district authorities will provide necessary information field level information required from the point of view of vendor performance and service level monitoring during project review meetings. The same shall be used for verification of SLAs which requires field level information for verification purpose.
- f) On the basis above performance review, the reason for Poor/ Very bad performance rating may be sought for from the concerned SPA and action as deemed appropriate shall be taken by FS&CW/OSCSC.

- 7. Failure to Agree with the Terms and Conditions of the RFP:** Failure on the part of the successful bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which case, FS&CW Department/OSCSC Ltd. may award the contract to the next best value bidder or call for new proposals from the interested bidders. In such a case, the FS&CW Department/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, Department shall forfeit and appropriate the EMD, if available, as mutually agreed genuine pre-estimated compensation and damages payable to Department 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 FS & CW Department 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 FS&CW Department/OSCSC LTD, without any valid reasons as acceptable, FS&CW Department/OSCSC LTD, may terminate the contract after giving 1 month's notice and the decision of FS&CW Department/OSCSC LTD in the matter shall be final and binding on the bidder. Upon termination of the contract, FS&CW Department/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 FS&CW Dept/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 FSCW Dept/OSCSC Ltd shall not be liable for delay in performing his/her obligations resulting from any force majeure cause as referred to and/or defined above. Any delay beyond 30 days shall lead to termination of contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the contract.
- 11. Confidential Information:** Either party may receive confidential information of the other party in connection with the performance of this Agreement. Neither party shall disclose the other party's confidential information to any person or other third-party or make use of such confidential information for its own purposes at any time without the owner's prior written consent; provided, however, that confidential information may be disclosed to government authorities if the disclosure is required by law and the disclosing party has provided the notice and, if practicable, a reasonable opportunity to defend against such disclosure. Confidential information means any information (written, oral or observed) relating to: (a) donors and

potential donors; (b) personal profiles of beneficiaries; (c) personal profiles of employees; (d) business and strategic plans; (e) finances; or (f) a relationship with any governmental entity. Confidential information also includes information specifically designated confidential by the owner or that the other party knows or reasonably should know is not generally known to the public. Upon the termination or expiration of this agreement, each party shall destroy or return such information of the other party in its possession, including copies and notes, and in the case of destruction, at the owner's request shall certify to such destruction. Notwithstanding the foregoing, 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/FSCW Deptt may authorise the district administration to take immediate measure to address the issue at district level and the cost as deemed appropriate shall be deducted from the payment of the SP and may reimburse the expenditure to the district authority. In the event of delay in execution of work, specified in this Contract / furnishing of deliverables, FS&CW Department /OSCSC shall be at liberty either to levy penalty as deemed appropriate (i:e a penalty at @5% of the value of work order in respective phases, for delay of every two-week up to a maximum of @10% of the value of work order) or may deduct amount as deemed appropriate from the part or whole claim amount or may cancel the award of contract at any moment of time. For the purpose of this clause, part of a month shall be considered to be a full month.
13. **Exit Plan:** The Service Providing Agency (SPA) will provide systematic exit plan and conduct proper knowledge transfer process to handover operations to team/vendor appointed by FS&CW Dept/OSCSC Ltd before project closure and its successful exit management.
14. **Dispute Resolution Mechanism:** The Bidder and OSCSC Ltd shall endeavour their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner:
  - a. The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within **seven (7) days** of receipt of the notice.
  - b. The matter will be referred for negotiation between OSCSC Ltd and the Authorized Official of the Bidder. The matter shall then be resolved between them and the agreed course of action documented within a further period of **15 days**.
  - c. In case it is not resolved between OSCSC Ltd and the bidder, it will be referred to the Principal Secretary, FS & CW Department for negotiation and his decision will be final and binding on both the parties.
15. **Action for Breach of Contract:** It is the responsibility of the 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 FS&CW Department/OSCSC Ltd. In the event of non-performance or violation of any provision of the contract by the service provider, the security deposit shall be forfeited and the balance work would be done as his risk and cost. He shall also be blacklisted and debarred from participating in the future tender of the FS&CW Department/OSCSC Ltd. The decision of the Principal Secretary, FS&CW Department/OSCSC Ltd. would be final and binding on the Parties.
16. **Law Governing Contract and Language:** The Contract shall be governed by the appropriate laws of Government of India and the language of the Contract shall be English.

17. **Jurisdiction of the Court:** In the event if any dispute arises out of this contract, the jurisdiction of the court shall be at Bhubaneswar for both the parties.
18. **Amendment or modification in Contract:** No such modification, variation or amendment to contract shall have any force unless it is in writing and has been signed by the parties.
19. **Use of Name, Trademark, or logo:** Neither party shall use the name, trademark, or logo of the other in any advertisement, press release, publicity or other materials printed or published with reference to this Agreement without the express written consent of the other, or as required by law or any governmental agency. Neither party shall disparage the other.
20. **Personnel:** Service Providing Agency (SPA) shall bear sole responsibility for payment of its Personnel performing the Services under this assignment. The OSCSC LTD, in no way be responsible for any claims, rights of any of Selected bidder's personnel/employees deployed under this agreement. In respect of any of Service Providing Agency (SPA) employees/personnel, 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.

## **21. Transfer/Sub-Contracting**

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

## **W. Formats & Annexure for submission of Information**

**Format at 'Annexure-A'**

### **Letter of Proposal**

<Location, Date>

To:

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



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

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

Dear Sir/Madam,

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

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

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

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

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

This is to certify that \_\_\_\_\_Nos (\_\_\_\_\_In Words) of pages including the cover page have been submitted in the Technical Bid. This is to declare that the Company/Firm is interested in bidding in \_\_\_\_\_numbers of Units such as Unit No.\_\_\_\_\_,\_\_\_\_\_,\_\_\_\_\_,\_\_\_\_\_&\_\_\_\_\_.

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

**Enclosed: The Details of Bidder's Profile**

Yours sincerely,

**Authorized Signature with Seal [In full and initials]**

Name and Title of Signatory:

Name of Firm/Company:

Address: Location: Date:

**RFP Advt. No.** \_\_\_\_\_ **/FS&CW, date** \_\_\_\_\_

<Title of the RFP>

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

Sl. No.	Information Sought	Details to be Furnished	Page No. Reference of the Supporting Documents attached by the Bidder
A	Name of the Company Registered Office Address Correspondence address		
B	Incorporation status of the firm/Company (public limited / private limited, etc.)		
C	Date of Registration		
D	ROC Reference No.		
E	Name Authorised Person		
	E-mail ID		
	Phone nos. / Mobile Number		
F	PAN Number		
G	GST Registration No.		
H	EPF Registration No.		
I	ESI Registration No.		
<b>Details to be given for Pre-Qualification Evaluation Criteria</b>			
J	Legal Entity	Certificate of Incorporation (Year of establishment/ Date of registration)	
K	Bidder should possess minimum ISO 9001:2008 certification or above.	Certificate for possessing minimum ISO 9001:2008	
L	Geographical Presence	Address Proof of the Company/Agency justifying the establishment for a minimum period of one year	
M	Format at 'Annexure-A'	Letter of Proposal	
N	Format at 'Annexure-B'	Bidder's Profile	
O	Format at 'Annexure-C'	Form for self-declaration of not been Blacklisted	
P	Format at 'Annexure-D'	Financial Capacity of the Bidder (Average Annual Turnover)	
Q	Format at 'Annexure-E'	Information on Experience in successfully undertaken/undertaking similar type of services(Technical Capability)	
R	Format at 'Annexure-F'	Template for Manpower (DEOs) Deployment Declaration	
S	Tender Fees of Rs.10000	D.D No. for Tender Fee	
T	EMD of Rs.5.00 Lakhs	D.D No. of EMD	
U	Power of Attorney	Copy of power-of-attorney in the name of the signatory of the Proposal to be submitted	

**Authorized Signature with Seal[In full and initials]**

RFP Advt. No. \_\_\_\_\_/FS&CW, date \_\_\_\_\_

<Title of the RFP>

**Form for self-declaration of not been Blacklisted**

(To be submitted in the form of court affidavit)

To,

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

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

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

Dear Sir,

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

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

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

Place:

Date:

Bidder's Company Seal:

**Authorized Signature with Seal[In full and initials]**

Authorized Signatory's Name and Designation:

Note:

1. The Bidder shall necessarily provide a copy of 'Power of Attorney' authorizing the signatory for signing the Bid on behalf of the Bidder in its Pre-Qualification Bid.
2. In case the bidding firm will be found disqualified or debarred or blacklisted by any State Government or Central Government or Public Sector Undertakings or any local authority, during the process of evaluation of its bid till award of contract, the said bidding firm may also be declared as disqualified w.r.t to this RFP.

RFP Advt. No. \_\_\_\_\_/FS&amp;CW, date \_\_\_\_\_

&lt;Title of the RFP&gt;

**Financial Capacity of the Bidder (Average Annual Turnover)**

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

**Certificate from the Statutory Auditor**

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

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

Date:

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

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

**RFP Advt. No.** \_\_\_\_\_ /FS&CW, date \_\_\_\_\_  
< Title of the RFP >

Information on Experience in 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 in the last 5 years ending with FY-2022-23 (i.e. FY-2018-19, FY-2019-20, FY-2020-21, FY-2021-22 & FY-2022-23).

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	Total Project Value in Rs.	Page No of the Work Order 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:

## Template for Manpower (DEOs) Deployment Declaration

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

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

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

## Financial Proposal Covering letter

<Location, Date>

To:

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

Subject: Submission of the Financial bid for <Title of the RFP> RFP Advt. No\_\_\_\_/Date\_\_\_\_\_

Dear Sir/Madam,

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

Financial Bid Format					
Unit No.	Name of the Districts	No of RCMS Centers tagged in these Districts	No of DGRO Centre (One Centre Per District)	Total Number of Centers to be Operated By the Bidder	Rate of Service Charges in Percentages (%)
A	B	C	D	E=C+D	F
Unit-_____					Rate in _____% ( Word)
					Rate in _____% ( Figure)
Unit-_____					Rate in _____% ( Word)
					Rate in _____% ( Figure)
Unit-_____					Rate in _____% ( Word)
					Rate in _____% ( Figure)
Unit-_____					Rate in _____% ( Word)
					Rate in _____% ( Figure)
Unit-_____					Rate in _____% ( Word)
					Rate in _____% ( Figure)

- The bidder shall quote rate for service charges in percentages only in column No 'F'.
- The Bidder has to quote a **single rate of service charge for a unit as a whole** and the least unit cost quoted by the bidder shall be treated as L1 Bidder.
- The Bidder has to quote for a minimum of two units and maximum of five units in this Financial BID.
- Service charges in percentage to be quoted by the Bidders, which shall be the bidding parameter as per the Financial Bidding Format. Service charges should be written in percentage (%) and in figures. Bidders are advised to quote service charges after due diligence which should be reasonable and workable.
- The minimum service charge for manpower outsourcing for RCMS services is 3.85% on the applicable minimum wages payable to the DEOs.
- Service charges should include all incidental and ancillary expenses like providing logistics, Financing charges & overhead, premium towards insurance cover for the DEOs 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 Profit, **31** other overheads, etc.
- The participating bidder will quote 3.85% or above as service charge will be considered.

- h) 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.
- i) The rate quoted in the financial bid format is exclusive of GST. GST shall be applicable as per the prevailing rate of GST Act.
- j) The TIA reserves the right to seek from any bidder w.r.t its detail break-up of rate quoted in financial bid.
- k) Under any circumstances, no price escalation whatsoever shall be entertained during the contract period except revision in minimum wages & GST.

### **Price and Validity**

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

#### **1. Unit Rate**

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

#### **2. Deviations**

We declare that all the services shall be performed strictly in accordance with the Tender documents except for the variations and deviations, all of which have been detailed out exhaustively in the following statement, irrespective of whatever has been stated to the contrary anywhere else in our bid.

Further we agree that additional conditions, if any, found in the Tender documents, other than those stated in deviation schedule, shall not be given effect to.

#### **3. Tender Pricing**

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

#### **4. Qualifying Data**

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

#### **5. Bid Price**

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

#### **6. Performance Security**

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

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

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

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

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

Thanking you,

We remain,

Yours sincerely,

**Authorized Signature with Seal[In full and initials]**

**Name and Title of Signatory:**

Name of Firm/Company:

Address:



**Performance Bank Guarantee**

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

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

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

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

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

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

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

This Guarantee shall be valid until <Insert Date>)

Notwithstanding anything contained herein:

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

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

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

**DETAIL LIST OF NUMBER OF RCMS CENTERS AT BLOCK/ULB LEVEL  
& CENTER AT DGROs**

<b>Unit No.</b>	<b>District</b>	<b>Block</b>	<b>ULB (MC +MPL)</b>	<b>DGRO</b>	<b>Total</b>
<b>Unit 1</b>	Sonepur	6	1	1	8
	Mayurbhanj	26	2	1	29
	Boudh	3	0	1	4
	<b>TOTAL</b>	<b>35</b>	<b>3</b>	<b>3</b>	<b>41</b>
<b>Unit 2</b>	Bolangir	14	2	1	17
	Jajpur	10	2	1	13
	Gajapati	7	1	1	9
	<b>TOTAL</b>	<b>31</b>	<b>5</b>	<b>3</b>	<b>39</b>
<b>Unit 3</b>	Jharsuguda	5	3	1	9
	Balasore	12	3	1	16
	Rayagada	11	1	1	13
	<b>TOTAL</b>	<b>28</b>	<b>7</b>	<b>3</b>	<b>38</b>
<b>Unit 4</b>	Sambalpur	9	2	1	12
	Bhadrak	7	2	1	10
	Kalahandi	13	1	1	15
	<b>TOTAL</b>	<b>29</b>	<b>5</b>	<b>3</b>	<b>37</b>
<b>Unit 5</b>	Bargarh	12	1	1	14
	Jagatsinghpur	8	2	1	11
	Nawrangpur	10	1	1	12
	<b>TOTAL</b>	<b>30</b>	<b>4</b>	<b>3</b>	<b>37</b>
<b>Unit 6</b>	Deogarh	3	1	1	5
	Nayagarh	8	0	1	9
	Ganjam	22	8	1	31
	<b>TOTAL</b>	<b>33</b>	<b>9</b>	<b>3</b>	<b>45</b>
<b>Unit 7</b>	Angul	8	2	1	11
	Cuttack	14	3	1	18
	Nuapada	5	1	1	7
	<b>TOTAL</b>	<b>27</b>	<b>6</b>	<b>3</b>	<b>36</b>
<b>Unit 8</b>	Dhenkanal	8	1	1	10
	Khurdha	10	6	1	17
	Koraput	14	3	1	18
	<b>TOTAL</b>	<b>32</b>	<b>10</b>	<b>3</b>	<b>45</b>
<b>Unit 9</b>	Sundergarh	17	5	1	23
	Kendrapada	9	2	1	12
	Kandhamal	12	1	1	14
	<b>TOTAL</b>	<b>38</b>	<b>8</b>	<b>3</b>	<b>49</b>
<b>Unit 10</b>	Keonjhar	13	4	1	18
	Puri	11	1	1	13
	Malkangiri	7	2	1	10
	<b>TOTAL</b>	<b>31</b>	<b>7</b>	<b>3</b>	<b>41</b>
<b>GRAND TOTAL</b>		<b>314</b>	<b>64</b>	<b>30</b>	<b>408</b>

\*\*\*&&\*\*\*