REQUEST FOR PROPOSAL (RFP)
for
Selection of Human Resource Service Provider Agency (HRSPA) for supply of Human Resources under the Scheme of RGSA & other schemes of Panchayati Raj & Drinking Water Department, Govt. of Odisha

STATE INSTITUTE FOR RURAL DEVELOPMENT & PANCHAYATI RAJ
Panchayati Raj & Drinking Water Department
Government of Odisha
Unit -VIII, Gopabandhu Nagar, Bhubaneswar – 751 012
www.sirdodisha.nic.in
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### FACT SHEETS: 2

**THIS FACT SHEET COMPRISSES IMPORTANT FACTUAL DATA ON THE RFP FOR QUICK REFERENCE OF THE BIDDER RELATING TO SUPPLY OF HUMAN RESOURCES TO SIRD&PR, BHUBANESWAR FOR THEIR SERVICES UNDER DIFFERENT SCHEMES AND PROJECTS.**

<table>
<thead>
<tr>
<th>Clause Reference</th>
<th>Topic</th>
</tr>
</thead>
<tbody>
<tr>
<td>Method of Selection</td>
<td>Least price method shall be used to select the Human Resource Service Provider Agency (HRSPA) for providing Human Resources under the scheme of RGSA and the requirement of P.R. &amp; D.W. Department. The Bidder has to submit the bid in two separate sealed envelopes marked Technical &amp; Price bid. All the bidders will be evaluated on the basis of pre-qualification criteria. Technical evaluation will be done for only those bidders who satisfy all the pre-qualification criteria. Price bid of only those bidders shall be opened who qualify in Technical Bid. Technically qualified bidder, who quotes the least price, will be selected as Service Provider Agency for the assignment. Consortium is not allowed.</td>
</tr>
<tr>
<td>RFP Fee</td>
<td>RFP can be downloaded from <a href="http://www.sirdodisha.nic.in">www.sirdodisha.nic.in</a> / <a href="http://www.odishapanchayat.gov.in">www.odishapanchayat.gov.in</a>. The bidders are required to deposit Rs. 5,000/- (Rupees Five thousand only) towards cost of the RFP in shape of Account Payee Demand Draft in favour of Director, SIRD &amp; PR, payable at Bhubaneswar from any of the scheduled commercial bank along with the Proposal.</td>
</tr>
<tr>
<td>Earnest Money Deposit (EMD)</td>
<td>Earnest Money Deposit Rs. 3,70,000/- (Rupees Three lakh seventy thousand only) in shape of Account Payee Demand Draft or Banker’s Cheque which is 2% of the contract value as suggested in guidelines circulated by Finance Department in favour of Director, SIRD &amp; PR, payable at Bhubaneswar from any scheduled commercial bank must accompany with the technical bid.</td>
</tr>
<tr>
<td>Scope of Work</td>
<td>Selected Service Provider Agency is expected to supply manpower for a period of 1 (one) year, subject to annual renewal based on satisfactory performance.</td>
</tr>
<tr>
<td>Project Timeline</td>
<td>1(one) Year. The Timeline may be extended on requirement of Panchayati Raj &amp; Drinking Water Department specially SIRD &amp; PR and satisfactory performance of the Service Provider.</td>
</tr>
<tr>
<td>Language of Bid</td>
<td>The proposal should be prepared by the Bidder in English language only.</td>
</tr>
<tr>
<td>Currency of the Bid</td>
<td>The bidder should quote price in Indian Rupees only. The offered price must be exclusive of taxes and duties. The taxes as appropriate &amp; applicable would be paid at the prevalent rates.</td>
</tr>
</tbody>
</table>
Validity Period | Proposals/ Bids must remain valid minimum for 180 days after the submission date.
--- | ---
Bid to be Submitted to | The proposal must be submitted to:
The Director, SIRD & PR, Unit-VIII, Bhubaneswar – 751012 through Registered Post / Speed Post / Courier Service only. The RFP paper, technical bid, RFP fees and EMD shall be put in a sealed envelope with superscription as “Technical Bid”. The price bid shall be put in a separate sealed envelope with superscription as “Price Bid”. Both the envelopes shall be put in a separate envelope with superscription as “Proposal for Selection of Human Resource Service Providing Agency for supply of Human Resources under the scheme of RGSA and other schemes of P.R. & D.W. Department.”.

2) **PROPOSAL**
Sealed RFPs are invited from eligible, reputed and qualified organizations for the assignment as defined under the Terms of Reference section. This invitation to bid is open to all Bidders meeting the minimum eligibility criteria as mentioned in subsequent section of this RFP Document.

3) **BACKGROUND INFORMATION**
In view on massive capacity building needs of elected representatives of PRIs, National Capacity Building Framework was introduced by the Ministry of Panchayati Raj, Govt of India in the year 2006 to systematically plan for capacity building of PRIs across the country. To further carry forward the initiative, a dedicated scheme with nomenclature “Rajiv Gandhi Panchayat Shasaktikaran Abhiyan (RGPSA)” has been in operation since 2013 all over the country and later during 2015 renamed “Rashtriya Gram Swaraj Abhiyan (RGSA)”. RGSA envisages larger role of PRIs in planning and implementation of development programmes for which capacity building of elected representatives and officials assumes significance. The scheme guideline also mandates constitution of Project Management Unit at district and state level to support decentralised planning and capacity building.

4) **INSTRUCTION TO BIDDER**
4.1. **General**
   a) While sincere effort has been made to provide comprehensive and accurate background information, requirements and specifications,
Bidders must form their own conclusions about the support needed to meet the requirements based on their past experience.

b) All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by SIRD & PR on behalf Panchayati Raj & Drinking Water Department.

c) No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by Director, SIRD & PR on behalf of the Panchayati Raj & Drinking Water Department. Any notification of preferred bidder status by the SIRD & PR on behalf of the Panchayati Raj & Drinking Water Department shall not give rise to any enforceable rights by the Bidder. The Director, SIRD & PR on behalf of Panchayati Raj & Drinking Water Department may cancel this RFP at any time prior to a formal written contract being executed.

4.2. Pre-Bid Meeting

i. The Bidders” designated representatives are invited to attend the Pre-Bid meeting at their own cost, which will take place at State Institute for Rural Development & Panchayati Raj (SIRD & PR), Unit – VIII, Bhubaneswar-751012, Odisha. The date and time of the meeting will be communicated to the bidder by Director, SIRD& PR. Further, addendum / corrigendum / cancellation of this RFP can be seen in the office website (www.sirdodisha.nic.in) only.

ii. The bidder may contact Ms. Anamika Adhikari, SIRD & PR, BBSR (Phone No. 9437279080) for detailing of work & any clarification thereof.

iii. The purpose of the meetings will be to clarify issues and to answer questions on any matter that may be raised at that stage.

iv. The prospective bidders are requested, to submit any queries in Form 12 in advance to reach Director, SIRD & PR on or before the stipulated date & time as mentioned in the advertisement through email- sirdorissa@gmail.com / sirdodisha@nic.in only as it may not be practicable at the Pre-Bid meeting to answer all questions instantly. SIRD & PR shall not be responsible for ensuring that the bidder’s queries have been received by them. Any request for clarifications received after due scheduled date & time may not b entertained by the Department.
v. The Committee notified by Director, SIRD & PR will endeavour to provide timely response to all queries. However, SIRD & PR neither makes representation or warranty as to the completeness or accuracy of any response made in good faith, nor does the institute undertake to answer all the queries that have been posed by the bidders.

vi. At any time prior to the last date for receipt of bids, Director, SIRD & PR on behalf of Panchayati Raj & Drinking Water Department may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP document by a corrigendum.

vii. The corrigendum (if any) & clarifications to the queries from all bidders will be posted on www.sirdodisha.nic.in.

viii. Any such corrigendum shall be deemed to be incorporated into this RFP.

ix. In order to provide prospective Bidders reasonable time for taking the corrigendum into account, SIRD & PR on behalf of Panchayati Raj & Drinking Water Department may, at its discretion, extend the last date for the receipt of Proposals.

4.3. Compliant Proposals / Completeness of RFP Paper

i. 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.

ii. Failure to comply with the requirements of this paragraph or any clause of the RFP may render non-compliant and the proposal may be rejected. Bidders must:

- include all documentation specified in this RFP;
- Follow the format prescribed in this RFP and respond to each element in the order as set out in this RFP.
- Comply with all requirements as set out within this RFP.

4.4. Key Requirements of the Bid

4.4.1. Right to Terminate the Process

i. Director, SIRD & PR on behalf of Panchayati Raj & Drinking Water Department may terminate the RFP process at any time and without assigning any reason thereof. Director, SIRD & PR or Panchayati Raj & Drinking Water Department makes no
commitment, express or implied, that this process will result in a business transaction with anyone.

ii. The submission of RFP paper does not constitute an offer by Director, SIRD & PR or Panchayati Raj & Drinking Water Department. The bidder's participation in this process may result in selecting the bidder to engage towards execution of the contract.

4.4.2. Cost of RFP Paper

i. RFP document can be downloaded from www.sirdodisha.nic.in. The bidders are required to submit the non-refundable RFP document Fee of Rs. 5,000/- (Rupees Five thousand only) in shape of an Account Payee Demand Draft in favour of Director, SIRD & PR and payable at Bhubaneswar from any scheduled commercial bank along with the RFP Paper. Proposals received without or with inadequate fees shall be rejected.

4.4.3. Earnest Money Deposit (EMD)

a) Bidders shall submit, along with their Technical Bids, EMD of Rs. 3,70,000/- (Rupees Three lakh seventy thousand only) in the shape of an Account Payee Demand Draft or Banker’s cheque as suggested in guidelines circulated by Finance Department vide No. 42280/F; Dated, 26.09.2011 (in the format specified in Appendix-I: Form-7) from any Scheduled Commercial bank in favour of Director, SIRD & PR, payable at Bhubaneswar, and shall be valid for 90 days from the due date of the RFP / RFP paper.

b) EMD of all unsuccessful bidders would be refunded (without interest) by SIRD & PR, Bhubaneswar within 30 days. The EMD for the amount mentioned above, of successful bidder would be kept as part of Performance Guarantee till acceptance of final deliverable.

c) The EMD amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.

d) The RFP paper submitted without EMD, mentioned above, will be summarily rejected.

e) 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 paper.

• If found to have a record of poor performance such as having abandoned work, having been black-listed, having inordinately delayed completion and having faced Commercial failures etc.

4.4.4. Performance Bank Guarantee

• Bank Guarantee in the prescribed format [Form 12] in favour of the Director, SIRD & PR shall be submitted by the bidder selected and awarded the contract which is equivalent to 10% of the contract value i.e. **Rs. 18,50,000/- (Rupees Eighteen Lakh Fifty Thousand only)** before execution of the agreement.

• The Bank guarantee shall be valid for a period of 12 months from the date of intimation to the selected bidder for execution of the agreement.

• Agreement shall be executed on confirmation of the Performance Bank Guarantee from the Concerned Bank.

4.4.5. Submission of Proposals

a) The bidders shall submit their RFP paper as per the format given in this RFP paper in the following manner

• Technical Bid [Form- 1 to 7] - in first envelope [RFP Paper, Technical Bid, EMD, Cost of RFP Paper].

• Price Bid [Form- 8 to 11] - in second envelope

b) The response to Technical Bid and Price Bid (As mentioned in previous paragraph) should be covered in separate sealed envelopes super-scribing “Technical Bid” and “Price Bid” respectively.

c) Please Note that Prices shall not be indicated in the Technical Bid but shall only be indicated in the Price Bid.

d) The two envelopes containing copies of Technical Bid and Price Bid shall be put in another single sealed envelope clearly marked “Proposal for Selection of Service Providing Agency for supply of Human Resources under the scheme of RGSA & other schemes of P.R. & D.W. Department”.
e) The outer envelope thus prepared shall also indicate clearly the name, address, telephone number, e-mail ID and fax number of the bidder.

f) All the pages of the RFP paper 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 bid.

g) The original 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 signed by the person (or persons) who sign(s) the RFP paper.

h) All pages of the RFP shall be signed and stamped by the person or persons who sign the bid.

4.4.6. **Authentication of Bids**

The RFP paper shall be accompanied by a power-of-attorney in the name of the signatory of the proposal who can bind the Firm / Company.

4.5. **Preparation and Submission of RFP Paper**

4.5.1. **Preparation Costs**

The bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of RFP paper, in providing any additional information required by the Panchayati Raj & Drinking Water Department to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process. Director, SIRD & PR or Panchayati Raj & Drinking Water Department will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

4.5.2. **Language**

The Proposal shall 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.
4.5.3. Venue & Deadline for Submission of RFP Paper

Proposals, in its complete form in all respects as specified in the RFP paper, must be submitted on or before the last date and time of submission of bid as mentioned on the cover page of the RFP paper at the address specified below through Registered Post / Speed Post / Courier Service only. No other way of submission of RFP paper including submission through courier shall be considered. Director, SIRD & PR shall not be responsible for any postal delay.

_The bid along with documents may be submitted to:_
_Director, SIRD & PR, Unit-VIII, Bhubaneswar – 751012_
_Telephone: 0674-2562645 & No. 2562453._
_Email: sirdorissa@gmail.com._

4.5.4. Late Bids

a) 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.

b) The bids submitted by fax / e-mail etc. shall not be considered.

c) Director, SIRD & PR 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.

d) Director, SIRD & PR reserves the right to modify and amend any of the above-stipulated condition/criterion depending upon project priorities vis-à-vis urgent commitments. Such amendments shall be hosted in the SIRD & PR website and shall be published in the same newspaper in which the RFP call notice is published.

4.6. Evaluation Process

a) Director, SIRD & PR will constitute a RFP Evaluation Committee [RFP Committee] to evaluate the responses of the bidders.

b) The RFP Evaluation Committee constituted by the Director, SIRD & PR shall evaluate the RFP papers and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence as specified in clause – 5.1 of RFP paper may lead to rejection.
c) The decision of the Committee in the evaluation of RFP papers shall be final. No correspondence will be entertained outside the process of negotiation/discussion with the Committee.

d) The Committee may ask for meetings with the Bidders to seek clarifications on their proposals.

e) The Committee reserves the right to reject any or all proposals on the basis of any deviations.

f) Each of the RFP paper shall be evaluated as per the criterions and requirements specified in this RFP paper.

4.6.1. RFP Opening

The last date of receipt of RFP is: **15.11.2019 up to 5:00 P.M.**. The technical bids will be opened on **19.11.2019 at 11:30 P.M.** in the presence of the Bidders OR their authorized representatives, who may be present at the time of opening. The representatives of the bidders are to carry the identity card OR a letter of authority from the bidders to identify their bona fides for attending the opening of the proposal. The date of opening for Financial Bid will be communicated to the bidders after analyzing the technical bid.

4.6.2. RFP Validity

The offer submitted by the Bidders shall be valid for minimum period of 180 days from the date of last date of submission of RFP Paper.

4.6.3. RFP Evaluation

a) Initial Bid scrutiny will be held and incomplete details as given below will be treated as non-responsive and liable to be rejected. If RFP papers;

- Are not submitted in as specified in the RFP document.
- Received without the Letter of Authorization (Power of Attorney).
- Are found with suppression of details.
- With incomplete information, subjective, conditional offers and partial offers submitted.
• Submitted without the documents requested in the checklist.
• Have non-compliance of any of the clauses stipulated
• With lesser validity period
• Received without Cost of RFP Paper/ EMD or both

b) All responsive Bids will be considered for further processing as below:

RFP Committee will make scrutiny of responsive bidders, who comply with all the Terms and Conditions of the RFP. All eligible bids will be considered for further evaluation by the Committee according to the Evaluation process defined in this RFP document. The decision of the Committee will be final in this regard.

5. **Criteria for Evaluation**

Proposals for this contract will be assessed in accordance with list price method. All bids will primarily be evaluated on the basis of eligibility criteria. The RFP Committee will carry out a detailed evaluation of the Technical Proposals, only those who qualifies all eligibility criteria by taking into account the following factors:

• Overall completeness and compliance with the requirement.
• Proposed work-plan which will demonstrate whether the bidder can achieve the performance standards within the time frame described in documents or not.
• Any other relevant factors, if any, listed in the document, or SIRD & PR on behalf of the Panchayati Raj & Drinking Water Department deems necessary or prudent to take into consideration.

In order to facilitate the technical proposal evaluation, the technical criteria laid down have been presented in subsequent sections. Bidders satisfying all the pre-qualification criteria would be considered for technical evaluation. Bidders qualifying in the technical evaluation will only be considered for further financial bid evaluation. Bids of RFPs which don’t possess the minimum specified documents will be considered technically non-responsive and hence debarred from being considered for further evaluation.

5.1. **Pre-Qualification Criteria**

All bids will primarily be evaluated on the basis of Pre-Qualification Criteria. The Committee will carry out a detailed evaluation of the
Proposals, only those who have submitted documents detailed below as relevant to the bidder.

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Basic Requirement</th>
<th>Specific Requirements</th>
<th>Documents Required</th>
</tr>
</thead>
</table>
| 1.      | Legal Entity                             | • The bidder must be a Company registered under the Indian Companies Act, 1956 (Now CA-2009) or registered under limited liability partnership act 2008  
• The bidder must be registered with GST, EPF, ESI, PAN and up-to-date IT return for last three years. | • Certificates of incorporation  
• GST Registration Certificate  
• EPF Registration Certificate with number.  
• ESI Registration Certificate with number.  
• PAN copy  
• IT Return for last 3 Years. |
| 2.      | Average Annual Turnover & Positive Net- worth | • Average Annual Turnover during last three financial years (as per the last published Balance sheets), should be minimum Rs. 5,00,00,000/- (Rupees Five crore) only.  
• The Net worth of the Bidder must be Positive and it should be a profit making company as per the audited balance sheet during last three financial years. | Copy of the Audited Balance sheet and Profit & Loss Account; Showing the relevant trade for last three FY (2016-17, 2017-18 & 2018-19) |
| 3.      | Consortiums                              | • Not allowed.                                                                                                                                                                                                         | Work order from the client mentioning details of order and amount of claim.                                                                                                                                              |
| 4.      | Technical Capability                     | The bidder must have successfully undertaken at least two projects not less than the amount Rs. 1,00,00,000/- (Rupees One Crore only) in India primarily related to supply of professional manpower / Project Management Implementation of e-Governance solution Consulting / (Other than supply of Hardware and Data Entry) in last three financial years. | Self-Certified letter on existence of local office along with necessary evidence.                                                                                                                                          |
| 5.      | Local Presence of the bidder             | The bidder’s local presence is desirable but not essential.                                                                                                                                                              | Affidavit in prescribed format [Form 6]                                                                                                                                                                                  |
| 6.      | Blacklisting                             | Affidavit by the authorized signatory of the bidder that the bidder has not been blacklisted by any Central / State Government.                                                                                           |                                                                                                                                                                                                                        |
| 7.      | RFP Fees                                 | The Bidder must have submitted Rs. 5,000/- (Rupees Five thousand only) towards the cost of the RFP Document.                                                                                                             | In shape of Account Payee Demand Draft from any Scheduled Commercial Bank.                                                                                                                                               |
8. **EMD**

The Bidder must have furnished the EMD of Rs. 3,70,000/- (Rupees Three Lakh seventy thousand only).

In shape of Account Payee Demand Draft or Bankers Cheque as suggested guidelines circulated in by Finance Department vide No. 42280/F; Dated, 26.09.2011 (in the format specified in Appendix I: Form-7) from any Scheduled Commercial Bank.

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### 5.2. Technical Evaluation

Bidders need to score minimum 70 Marks out of 100 marks for qualifying to next stage i.e. Financial Evaluation. Details technical evaluation will be done on following criteria:

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Particulars</th>
<th>Criteria</th>
<th>Marks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) Technical qualifications – Firms Experience: 70 Marks.</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>1.a</td>
<td>Average Annual turnover in last 3 financial years from the bid due date</td>
<td>5 Crores – 10 Crores: 10 marks More than 10 Crores and up to 15 Crores: 15 marks More than 15 Crores: 20 marks</td>
<td>20 marks</td>
</tr>
<tr>
<td>1.b</td>
<td>Experience in providing similar manpower support</td>
<td>10 marks for each relevant assignment with fee of at least Rupees 1 Crore each.</td>
<td>20 marks</td>
</tr>
<tr>
<td>1.d</td>
<td>Experience of providing similar manpower for state / central government Departments / programs.</td>
<td>10 marks for each relevant assignment with annual fee of at least Rupees 3 Crores.</td>
<td>30 marks</td>
</tr>
<tr>
<td>2)</td>
<td>Approach &amp; Methodology (To be evaluated through technical presentation). The Approach &amp; Methodology should cover the following aspects:</td>
<td></td>
<td>30 marks</td>
</tr>
<tr>
<td></td>
<td>(1) Understanding and Approach to the assignment</td>
<td></td>
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<tr>
<td></td>
<td>(2) Methodology for identification and selection of personnel</td>
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<tr>
<td></td>
<td>(3) Quality control measures</td>
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<td></td>
<td>(4) Review mechanism for performance of deployed personnel.</td>
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<td>(5) Provision to secure and retain professionals</td>
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<td></td>
<td><strong>Total</strong></td>
<td></td>
<td><strong>100 Marks</strong></td>
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</table>
5.3. **Financial Evaluation**

The bidders qualified in the Technical Bid will be eligible to participate in the Financial Bid. The Bidders quoted lowest service charge will be awarded with the Contract subject to the following conditions:

- The Bidder cannot quote less remuneration to any of the personnel as per the ToR fixed by SIRD & PR,
- The Bidders shall not be eligible for Financial Evaluation who quotes less than the service charges as prescribed by Govt. of Odisha.

The bidder must quote price exclusive of any taxes and duties. Arithmetical errors will be rectified on the following basis. Amount mentioned in word will prevail against the figure RFP for in case of any discrepancy in Financial Proposal. Technically qualified bidder quoting the lowest price will be declared as preferred bidder.

6. **Appointment of Service Provider Agency**

6.1. **Award Criteria**

SIRD & PR on behalf of Panchayati Raj & Drinking Water Department 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.

6.2. **Right to Accept Any Proposal and To Reject Any or All Proposal(s)**

SIRD & PR on behalf of Panchayati Raj & Drinking Water Department reserves the right to accept or reject any proposal, and to annul the RFPing 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 such action.

6.3. **Notification of Award**

Prior to the expiration of the validity period, Director, SIRD & PR on behalf of Panchayati Raj & Drinking Water Department will notify the successful bidder in writing or by fax or email, that its proposal has been accepted. In case the RFPing process/ public procurement process has not been completed within the stipulated period, SIRD & PR may like to request the bidders to extend the validity period of the bid. In such case such extended period shall be accepted as mutually agreed upon.

Upon successful bidder's signing the contract, SIRD & PR will notify each unsuccessful bidder and return their EMD.
6.4. Contract Finalization and Award

Director, SIRD & PR on behalf of Panchayati Raj & Drinking Water Department shall reserve the right to negotiate with the bidder(s) whose proposal has been ranked best value bid on the basis of Technical and Price Evaluation. On this basis the draft contract agreement would be finalized for award & signing.

6.5. Signing of Contract

After notification by Director, SIRD & PR on the successful bidder that its proposal has been accepted, Director, SIRD & PR on behalf of Panchayati Raj & Drinking Water Department shall enter into a contract, incorporating all clauses and the proposal of the bidder between the department and the successful bidder. The Draft Legal Agreement will be provided as a separate document.

6.6. Failure to Agree with the Terms and Conditions of the RFP Paper

Failure of the successful bidder to agree with the Draft Legal Agreement and Terms & Conditions of the RFP paper shall constitute sufficient grounds for the annulment of the award, in which event Director, SIRD & PR on behalf of Panchayati Raj & Drinking Water Department may award the contract to the next best value bidder or call for new proposals from the interested bidders. In such a case, Director, SIRD & PR shall forfeit the EMD of the successful bidder.

6.7 Period of Contract:

The period of contract shall be for a period of one year from the date of execution of agreement. The period may be extended for further periods on mutual agreement by both the parties on similar terms and conditions.

7. Terms of Reference

7.1. Role and Responsibility of the Human Resource Service Providing Agency

The Human Resource Service Providing Agency (HRSPA) selected by a State will be completely responsible to Director, SIRD & PR and report to him for regular activities.

Following are the key responsibilities of agency.

a) The HRSPA must ensure that the following categories of Human Resources and will not be engaged by the agency for any other activities during their term of engagement.
### SPMU-CB – For SIRD & PR, Bhubaneswar

<table>
<thead>
<tr>
<th>Position</th>
<th>Role Description</th>
<th>Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Consultant (Capacity Building &amp; Training -1, Decentralization Planning -1 &amp; IEC-1)</td>
<td>3</td>
</tr>
<tr>
<td>2</td>
<td>Programme Associate</td>
<td>2</td>
</tr>
<tr>
<td>3</td>
<td>Data Entry Operator</td>
<td>3</td>
</tr>
<tr>
<td>4</td>
<td>Training Attendant</td>
<td>1</td>
</tr>
</tbody>
</table>

b) **SPMU e-Governance – For e-Governance Section at P.R. & D.W. Department**

<table>
<thead>
<tr>
<th>Position</th>
<th>Role Description</th>
<th>Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>State Project Manager</td>
<td>1</td>
</tr>
<tr>
<td>6</td>
<td>Technology Consultant</td>
<td>1</td>
</tr>
<tr>
<td>7</td>
<td>Accounts Expert</td>
<td>1</td>
</tr>
<tr>
<td>8</td>
<td>Manager HR &amp; Admin.</td>
<td>1</td>
</tr>
<tr>
<td>9</td>
<td>Operations Manager</td>
<td>1</td>
</tr>
<tr>
<td>10</td>
<td>Project Associate</td>
<td>1</td>
</tr>
</tbody>
</table>

c) **PMU – RGSA – For different section at P.R. & D.W. Department**

<table>
<thead>
<tr>
<th>Position</th>
<th>Role Description</th>
<th>Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>11</td>
<td>Data Entry Operator</td>
<td>5</td>
</tr>
</tbody>
</table>

d) **Rural Housing Section & Technology Park of P.R. & D.W. Department**

<table>
<thead>
<tr>
<th>Position</th>
<th>Role Description</th>
<th>Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>12</td>
<td>Training Attendant</td>
<td>6</td>
</tr>
</tbody>
</table>

e) **SPRC – For SPRC Building in SIRD & PR Campus, BBSR.**

<table>
<thead>
<tr>
<th>Position</th>
<th>Role Description</th>
<th>Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>13</td>
<td>Faculty in Financial Management</td>
<td>1</td>
</tr>
<tr>
<td>14</td>
<td>Data Entry Operator</td>
<td>1</td>
</tr>
<tr>
<td>15</td>
<td>Training Attendant</td>
<td>1</td>
</tr>
</tbody>
</table>

f) **DPMU – For different DRDAs**

<table>
<thead>
<tr>
<th>Position</th>
<th>Role Description</th>
<th>Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>16</td>
<td>District Project Manager</td>
<td>30</td>
</tr>
</tbody>
</table>

g) **PMU (Institution Fund) – For SIRD & PR, Bhubaneswar.**

<table>
<thead>
<tr>
<th>Position</th>
<th>Role Description</th>
<th>Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>17</td>
<td>Manager (Logistics &amp; Coordination)</td>
<td>1</td>
</tr>
</tbody>
</table>

h) **NRLM – Resource Cell at SIRD & PR, Bhubaneswar.**

<table>
<thead>
<tr>
<th>Position</th>
<th>Role Description</th>
<th>Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>18</td>
<td>Livelihood Expert</td>
<td>1</td>
</tr>
<tr>
<td>19</td>
<td>Social Development Expert</td>
<td>1</td>
</tr>
<tr>
<td>20</td>
<td>Training Manager</td>
<td>1</td>
</tr>
<tr>
<td>21</td>
<td>Accountant</td>
<td>1</td>
</tr>
<tr>
<td>22</td>
<td>Training Attendant</td>
<td>1</td>
</tr>
</tbody>
</table>

**Total** 65
b) Overall monitoring of all Human Resources deployed on the project and ensures their continuity on project.

c) Engagement and deployment of manpower for SPMU, SPRC & DPMU and timely payment of remuneration to the personnel through bank transfer.

d) Consolidating the Monthly Performance Reports of all Human Resources within their ambit and forwarding the same to Director, SIRD & PR in the specified format.

e) The HRSPA is expected to always keep available a reserve pool of equally skilled Human Resources that can be tapped for immediate deployment on project. In case of any replacement, the outgoing resource must provide 2 weeks of handholding support to the fresh incumbent to ensure continuity and smooth knowledge-transfer. No post should remain vacant at any time.

f) The HRSPA is expected to provide professional, objective and impartial advise and at all times hold the interests of the State Government paramount, strictly avoid conflicts with any other assignments / jobs or their own corporate interests and act without any consideration for future work.

g) As regards to selection of Human Resources for SIRD&PR, due procedure should be followed under the approval of the Director, SIRD&PR, Bhubaneswar.

h) In case any of the proposed Human Resources are found to be not performing or not meeting the expectations of the SIRD & PR / Panchayati Raj & Drinking Water Department, the HRSPA shall find a replacement for the consultant. Director, SIRD & PR will evaluate the replacement profile and indicate the acceptance / rejection of the profile.

7.2. **Manpower**

7.2.1 State level PMU is intended to provide management, technical and handholding support to ensure effective and timely implementation of activities of GP Planning, capacity building and others under RGSA. Full time professionals having extensive experience in capacity building, IEC, decentralized planning and other areas relating to Rural Development and Panchayati Raj. State Panchayat Resource Centre (SPRC) is intended to provide capacity building program of district level official, sub-divisional level officials, block level officials and elected 3-tire PRIs such as Chairpersons, Vice Chairperson, ZP Member, Sarpanches, Ward Members, Officials, CBOs etc under RGSA and will be closely working on the mandate of SIRD & PR / P.R. & D.W. Department. The list of the required professionals is presented below for reference.
<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Area of Professional</th>
<th>No of Position</th>
<th>Net pay per person per month (in INR)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Consultant (Capacity Building &amp; Training-1, Decentralization Planning -1 &amp; IEC-1).</td>
<td>3</td>
<td>50,000</td>
</tr>
<tr>
<td>2.</td>
<td>Programme Associate</td>
<td>2</td>
<td>20,000</td>
</tr>
<tr>
<td>3.</td>
<td>Data Entry Operator</td>
<td>3</td>
<td>10,000</td>
</tr>
<tr>
<td>4.</td>
<td>Training Attendant</td>
<td>1</td>
<td>8,000</td>
</tr>
<tr>
<td></td>
<td><strong>SPMU e-Governance – For e-Governance Section at P.R. &amp; D.W. Department</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>State Project Manager</td>
<td>1</td>
<td>45,000</td>
</tr>
<tr>
<td>6.</td>
<td>Technology Consultant</td>
<td>1</td>
<td>35,000</td>
</tr>
<tr>
<td>7.</td>
<td>Accounts Expert.</td>
<td>1</td>
<td>35,000</td>
</tr>
<tr>
<td>8.</td>
<td>Manager HR &amp; Admin.</td>
<td>1</td>
<td>25,000</td>
</tr>
<tr>
<td>9.</td>
<td>Operations Manager.</td>
<td>1</td>
<td>25,000</td>
</tr>
<tr>
<td>10.</td>
<td>Project Associate.</td>
<td>1</td>
<td>15,000</td>
</tr>
<tr>
<td></td>
<td><strong>PMU – RGSA – For different section at P.R. &amp; D.W. Department</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td>Data Entry Operator</td>
<td>5</td>
<td>10,000</td>
</tr>
<tr>
<td>12.</td>
<td>Training Attendant</td>
<td>6</td>
<td>8,000</td>
</tr>
<tr>
<td></td>
<td><strong>SPRC – For SPRC Building in SIRD &amp; PR Campus, BBSR.</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>13.</td>
<td>Faculty in Financial Management</td>
<td>1</td>
<td>60,000</td>
</tr>
<tr>
<td>14.</td>
<td>Data Entry Operator</td>
<td>1</td>
<td>10,000</td>
</tr>
<tr>
<td>15.</td>
<td>Training Attendant</td>
<td>1</td>
<td>8,000</td>
</tr>
<tr>
<td></td>
<td><strong>DPMU – For different DRDAs</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>16.</td>
<td>District Project Manager</td>
<td>30</td>
<td>25,000</td>
</tr>
<tr>
<td></td>
<td><strong>PMU (Institution Fund) – For SIRD &amp; PR, Bhubaneswar.</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>17.</td>
<td>Manager (Logistics &amp; Coordination)</td>
<td>1</td>
<td>40,000</td>
</tr>
<tr>
<td></td>
<td><strong>NRLM – Resource cell at SIRD &amp; PR, Bhubaneswar.</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>18.</td>
<td>Livelihood Expert</td>
<td>1</td>
<td>50,000</td>
</tr>
<tr>
<td>19.</td>
<td>Social Development Expert.</td>
<td>1</td>
<td>50,000</td>
</tr>
<tr>
<td>20.</td>
<td>Training Manager</td>
<td>1</td>
<td>40,000</td>
</tr>
<tr>
<td>21.</td>
<td>Accountant</td>
<td>1</td>
<td>20,000</td>
</tr>
<tr>
<td>22.</td>
<td>Training Attendant</td>
<td>1</td>
<td>8,000</td>
</tr>
</tbody>
</table>

**7.2.2. Compliance to wage rate notification by the State Govt.**

Notwithstanding anything, the net pay per person per month (in INR) shall be in conformity with the provisions of the minimum wages Act, 1948 (11 of 1948).

In case of notification on hike of minimum rates of wages is made by labour and ESI Department or any other appropriate authority of State Govt., Odisha, the net pay payable to the categories of employees shall not be less than minimum rates of wages and accordingly be revised.
### 7.3. Eligibility & Responsibilities of Human Resources.

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Position</th>
<th>Key Qualification</th>
<th>Experience</th>
<th>Key Responsibilities</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Consultant Decentralised Planning.</td>
<td>Master Degree in Economics / Statistics / Development Planning/ Geography with expertise in SPSS or GIS. Age Limit: Between 30 to 55 Years</td>
<td>Minimum 5 years of experience in Government / PSUs/Semi Government / NGOs in the area of Development Planning and Application of SPSS / GIS in analysis of data.</td>
<td>Facilitating Decentralized Planning in all 30 districts of Odisha. Analyzing of Information collected from all Districts and proposing solution by application of GIS / SPSS.</td>
</tr>
<tr>
<td>2.</td>
<td>Consultant- Capacity Building &amp; Training.</td>
<td>MA/MBA – HR / MSW / Master Degree/PG Diploma in Rural Management / Rural Development. Ph. D. in the field will be preferred. Age Limit: Between 30 to 55 Years</td>
<td>Minimum 5 years of experience in Government / PSUs/Semi Government / Large Corporate / NGOs in the area of Training &amp; Development.</td>
<td>Preparing Training Modules, Training Materials, Training Manuals under RGSA. Co-ordinating with districts for rolling out Training Programmes under RGSA.</td>
</tr>
<tr>
<td>4.</td>
<td>Programme Associate- Documentation.</td>
<td>Graduate with PGDCA and DTP. Age Limit: Between 35 to 50 Years.</td>
<td>Minimum 5 Years relevant experience in Govt. Sector / Corporate / PSUs / Semi-Government Organizations with, Working knowledge in MS Office, Page Maker, Odia Typing, Photoshop and other training related designing works.</td>
<td>Assisting SIRD &amp; PR in documenting activities under RGPSA in English &amp; Odia with layout &amp; multi colour designing.</td>
</tr>
<tr>
<td></td>
<td>Programme</td>
<td>Associate-IT &amp; MIS.</td>
<td>Must have minimum BTech (IT) / MCA or equivalent degree. Age Limit: Between 25 to 45 Years.</td>
<td>Minimum 5 Years relevant experience In Govt. Sector/ Corporate / PSUs / Semi-Government Organizations in IT and MIS related applications.</td>
</tr>
<tr>
<td>---</td>
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</tr>
<tr>
<td>6.</td>
<td>Data Entry Operator.</td>
<td>Bachelors Degree in any Subject with DCA. Age Limit: Between 25 to 45 Years.</td>
<td>Minimum 1 years experience in the IT and Data Entry.</td>
<td>Assisting in Training Programmes and Office Works.</td>
</tr>
<tr>
<td>7.</td>
<td>Training Attendant.</td>
<td>HSC Age Limit: Between 20 to 40 Years.</td>
<td>More than 1 year experience in similar role</td>
<td>Attending and supporting office on day today functioning.</td>
</tr>
<tr>
<td>8.</td>
<td>State Project Manager.</td>
<td>Must have B.E./ B. Tech (Computer Science / Electronics / IT)/ MCA or equivalent degree + MBA with minimum 60% Mark at all levels. Age Limit: Between 30 to 45 Years</td>
<td>Minimum 5 years of post-qualification experience in managing IT Projects</td>
<td>Ensure achievement of e-milestones and deliverables (technical and managerial) of different IT projects under RGSA including e-Panchayat in the State as per timelines and report to MoPR and NPMU. Rollout of Panchayat Enterprise Suit (PES) and state-specific applications and facilitating their adoption in the State. Any other task related to RGSA assigned from time to time.</td>
</tr>
<tr>
<td>9.</td>
<td>Technology Consultant.</td>
<td>Must have minimum Education as B.E. / B. Tech (Computer Science / Electronics/ IT) / MCA or equivalent degree with</td>
<td>Minimum 5 years of post-qualification Experience in IT project engagement and technology consulting. The consultant’s exposure to Government Sector e-Governance System Implemented by Government is preferred.</td>
<td></td>
</tr>
<tr>
<td>10. Accounts Expert.</td>
<td>Must have minimum education as MBA Finance with minimum 60% mark in qualifying examination or C.A. Age Limit: Between 30 to 45 Years.</td>
<td>Minimum 4 years of post-qualification Experience in IT driven accounts projects. The Consultant’s exposure to Government Sector, e-Governance System implemented by Government is preferred.</td>
<td>Assist, guide and support the State in the implementation of Model Accounting System (MAS) and PRIASoft for local bodies. To coordinate with the State AG and other Agencies for resolving issues relating to Chart of Accounts and classification under MAS / PRIASoft.</td>
<td></td>
</tr>
<tr>
<td>----------------------</td>
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<td>--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td></td>
</tr>
<tr>
<td>11. Manager HR &amp; Admin.</td>
<td>Must have minimum education as MBA with minimum 60% mark in qualifying examination. Age Limit: Between 30 to 45 Years.</td>
<td>Minimum 5 years of experience in Managing HR and Administration. The consultant’s exposure to Government Sector, e-Governance System implemented by Government is preferred</td>
<td>Ensure routine office activities such as file maintenance, disposal of official correspondence matters are managed smoothly. Manage all types of issues related to HR &amp; Administration. To manage leave, attendance and salary of all consultants on regular basis. Any other task related to RGSA assigned from time to time.</td>
<td></td>
</tr>
<tr>
<td>12. Operations Manager.</td>
<td>Must have minimum education as B.E/ B.Tech (Computer Science/ Electronics/ IT) MCA or equivalent</td>
<td>More than 5 years of experience in the field of computers. The consultant’s exposure to Government Sector, 60% e-Governance System implemented by Government is preferred.</td>
<td>Provide support to oversee state-specific applications and customization of PES applications in the state. Liaison with District Project Managers regarding issues &amp;</td>
<td></td>
</tr>
</tbody>
</table>

Minimum 60% mark at all levels. Age Limit: Between 30 to 45 Years. System implemented By Government is preferred.
<table>
<thead>
<tr>
<th>No.</th>
<th>Position</th>
<th>Qualification</th>
<th>Experience/Other Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>13</td>
<td>Project Associate</td>
<td>Graduate with PGDCA and DTP. Age Limit: Between 35 to 50 Years</td>
<td>Minimum 3 years of experience in the field of computer Application. The Consultant’s exposure to Government Sector, e-Governance System implemented By Government is preferred.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Translation of various Panchayat Applications content in local language as per need. Review and ensure timely submission of monthly progress report from District Project Managers to State. Organize meetings, trainings and workshops etc on PES Applications. Any other task related to RGSA assigned from time to time.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Preparing Training Modules on Financial Management, Imparting Training to the Elected Representatives &amp; Officials on Financial Management at PRIs, Preparing Annual Action Plan on RGSA, Coordinating Training</td>
</tr>
<tr>
<td>15.</td>
<td>Support Staff (Data Entry Operator)</td>
<td>Bachelors Degree in any subject with DCA. Age Limit: Between 25 to 50 Years</td>
<td>Minimum 1 years Experience in the IT and Data Entry.</td>
</tr>
<tr>
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<td>---</td>
</tr>
<tr>
<td>16.</td>
<td>Training Attendant.</td>
<td>HSC Age Limit: Between 20 to 40 Years.</td>
<td>Minimum 1 year experience in similar role</td>
</tr>
<tr>
<td>17.</td>
<td>District Project Manager.</td>
<td>Must have minimum education as B.E./B. Tech / MCA or equivalent degree with minimum 60% mark in qualifying examination. Age Limit: Between 25 to 45 Years.</td>
<td>Minimum 5 years of experience in the field of computers. The Consultant’s exposure to Government Sector, e-Governance System implemented by Government is preferred.</td>
</tr>
<tr>
<td>Sl. No.</td>
<td>Position</td>
<td>Key Qualification</td>
<td>Experience</td>
</tr>
<tr>
<td>--------</td>
<td>----------------------------</td>
<td>-----------------------------------------------------------------------------------</td>
<td>------------------------------------------------</td>
</tr>
<tr>
<td>18.</td>
<td>Manager (Logistics &amp; Coordination)</td>
<td>Bachelors Degree in Engineering, Agriculture, Horticulture, Management, Social sciences. Additional Relevant professional qualification will given preference. Age limit from 45 to 65 Years.</td>
<td>Retired Government Employee From Group-B / A Service OR Minimum 15 years of experience in the field of Liaison &amp; Networking with various Govt. offices / agencies / service providers for such assignment.</td>
</tr>
<tr>
<td>19.</td>
<td>Livelihood Expert.</td>
<td>Post Graduation in Economics / Management / Sociology / Agriculture / Rural Management Age Limit: Between 30 to 45 Years</td>
<td>5 Years Experience in Community Driven Development Project Management.</td>
</tr>
<tr>
<td>20.</td>
<td>Social Development Expert.</td>
<td>Post Graduation in Sociology / Social Work / Rural Development / Rural Management / Economics Age Limit: Between 30 to 45 Years</td>
<td>5 Years in handling projects relating to SHG, Social Development.</td>
</tr>
<tr>
<td>No.</td>
<td>Position</td>
<td>Qualification</td>
<td>Experience</td>
</tr>
<tr>
<td>-----</td>
<td>-------------------</td>
<td>--------------------------------------------</td>
<td>-----------------------------------------------</td>
</tr>
</tbody>
</table>
| 21. | Training Manager  | Post Graduation                            | 3 Years in Training Management, Co-ordination Skill / Database Management | • Will liaison with SIRD&PR and OLM.  
• Prepare Training Calendar  
• Coordinate overall programmes of OLM  
• Look into the logistic arrangement of the training  
• Will maintain the database of the training. |
|     |                   | Age Limit: Between 30 to 45 Years          |                                               |                                                                                  |
| 22. | Accountant        | Bachelor in Commerce / Science / Economics. | Experience in handling Excel / Tally / preference will be given e- PFMS etc. | • Will maintain the records, subsidiary cash books.  
• Liaison with OLM & SIRD&PR relating to Financial Matter.  
• Assist in settlement of bills & vouchers of the training and other activities of Resource Centre of NRLM |
|     |                   | Age Limit: Between 25 to 40 Years.         |                                               |                                                                                  |
| 23. | Training Attendant| HSC. Age Limit: Between 20 to 40 Years.    | Minimum 1 year experience in similar role.    | Will assist in the training programmes                                                |

7.3.1 Additional Manpower

SIRD&PR may without any prejudice to the terms of reference (ToR) shall have the power to engage additional manpower of similar nature through selected service provider agency as and when required.

7.4. Payment Terms

The Service Provider will pay the personnel deployed within seven days after receipt of Absent Statement from SIRD & PR. The Service provider can claim the reimbursement within 7 days of its payment by enclosing the online transfer of Bank Statement on calendar month basis according to the number of manpower engaged in the project. SIRD & PR will release the payment to the service provider within 15 days of their claim after acceptance of monthly deliverables. All claims will be submitted to following address:

The Director, SIRD & PR, Unit-VIII, Bhubaneswar – 751012
7.5 Casual Leave

The Employees to be engaged by the agency shall be allowed to avail the casual leave for a maximum period of 10 days in a year. (Subject to exigencies of public Service) i.e. one day casual leave per month subject to within the stipulated days during their engagement. The 10 days leave will be in a calendar year and not to be carried over to the next year.

7.6 Termination for Default

SIRD & PR may without prejudice to any other remedy for breach up of terms and conditions including forfeiture of Performance Security by written notice of default sent to the Service Provider, terminate the work / task in whole or in part, after sending a notice to the Service Provider in this regard. If the Service Provider fails to deliver or complete the job assigned in the terms & condition within the time period (s) specified in the RFP document. If the Service Provider fails to perform any other obligations under the terms & conditions will be terminated from the assignment without assigning reasons thereof.

7.7 Force Majeure

This clause shall mean and be limited to the following in the execution of the contract placed by the department.

- War / hostilities
- Riot or civil commotion
- Earth Quake, Flood, Tempest, Lightning or other natural physical disaster
- Restrictions imposed by the Government or other statutory bodies, which is beyond the control of the consultant, which prevent or delay the execution of the order by the consultant
- The Service Provider shall advise the department in writing the beginning and the end of the above clauses of delay, within 7 days of occurrence and cessation of the force majeure conditions. In the event of a delay lasting for more than one month, if arising out of clauses of force majeure, SIRD & PR reserves the right to cancel the contract without any obligation to compensate the consultant in any manner for whatsoever reason, subject to the provision of clause mentioned.

7.8 Arbitration

All disputes, differences, claims and demands arising under the contract shall be referred to the Director, SIRD & PR, Bhubaneswar for final decision and the same shall be binding on all parties. Any other terms and conditions mutually agreed prior to finalization of the order / agreement shall be binding on the service provider.
SIRD & PR and the selected HRSPA shall make every effort to resolve amicably through direct negotiation, any disagreement or dispute arising between them under or in connection with the work order. If any dispute arises between parties on aspects not covered by this agreement, or the construction or operation thereof, or the rights, duties or liabilities under these except as to any matter the decision of which is specially provided for by the general conditions, such disputes shall be referred to two arbitrators, one to be appointed by each party and the said arbitrators shall appoint an umpire in writing before entering into the reference and the award of the arbitration or umpire, as the case may be. shall be final and binding on both the parties. The arbitrators or the umpire as the case may be, with the consent of parties, may modify the time frame for making and publishing the award. Such arbitration shall be governed in all respects by the provision of the Indian Arbitration and Conciliation Act, 1996 or later and the rules there under and any statutory modification or re-enactment there of the arbitration proceeding shall be held in Bhubaneswar, Odisha.

7.9 Legal Jurisdiction

All legal disputes are subject to the jurisdiction of Bhubaneswar courts only.

7.10 Liquidated Damages

The selected service provider must supply the required manpower within 15 days of signing the contract. Any delay in supplying manpower will invite a penalty @ Rs. 500 per manpower per day delay beyond the stipulated timeline. The same clause is also applicable for delay in replacement of manpower beyond the stipulated timeline of 15 days.
## Appendix-I: Technical Bid

### Form 1: Compliance Sheet for Eligibility Criteria

RFP No. ....................., Date: .....................

Please check whether following have been enclosed in the respective covers, namely, letter of Technical Bid.

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Compliance Document</th>
<th>Provided (Yet / No.)</th>
<th>Page No. in the Technical Bid.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Copy of Certificate of Incorporation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Copy of GST (mandatory) / Service Tax Registration Certificate</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Copy of PAN</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Copy of Audited Balance sheet and Profit &amp; Loss Account; Showing the relevant trade as proof of Annual Turnover of last three Financial Year as on 31st March, 2018</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>RFP Paper Cost (DD No.: ............... Amount: ................................ Bank: ............... Date: .....................)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Earnest Money (DD No.: ............... Amount: ................................ Bank: ............... Date: .....................)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Bid Letter (Technical Bid) [In Form 2]</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Particulars of the Bidder [In Form 3]</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>List of Projects Executed [In Form 4] [Certificate from the client as per clause 5.1]</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Project Citation of each Project listed in Form 4 [In Form 5]</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Affidavit of not be under Ineligibility(In Form 6)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Copy of Power of Attorney in the name of the Authorized signatory</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Self-Certified letter on existence of local office in Odisha along with necessary evidence</td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Copy of the CMM/ISO 9001/IEC 2000 certificate/s (if available).</td>
<td></td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Approach &amp; Methodology[In Form 8]</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Signature of witness   Signature of the Bidder
Date:                 Date:
Place:                Place:

Company Seal

To The Director SIRD & PR, Unit-VIII, Bhubaneswar-751012

Sub: Submission of the technical bid for supply of manpower for SPMU, SPRC & DPMU under RGSA.

Dear Sir/Madam,

We, the undersigned, offer to provide our services to the Director, SIRD & PR, Panchayati Raj & Drinking Water Department, with your Request for Proposal dated <insert date> and our Proposal. We are hereby submitting our Proposal, which includes this Technical & Financial bid sealed in separate envelopes.

We hereby declare that all the information and statements made in this Technical bid 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 understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature (In full and initials)
Name and Title of Signatory:

Name of the Firm:
Address:

Location: Date:
Form 3: Particulars of the Bidder

RFP No. …………………., Date: ………………………

1. Name of the Organisation:

2. Status of Registration of Orgn.

3. Address of Office

4. Telephone No Fax No

5. Email Address

6. Website

7. Registration No & Date

8. No. of employees: | Technical | Managerial | Support | Total

9. No. of years of proven experience of providing similar Services in India:

10. No. of years of proven experience of providing similar Services in Odisha:

11. Annual Turnover of the company (in last three years)

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>PBT</th>
<th>PAT</th>
<th>ATO</th>
</tr>
</thead>
<tbody>
<tr>
<td>2015-2016</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2016-2017</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2017-2018</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Signature of witness

Date: Place:

Signature of the Bidder

Date: Place:

Company Seal
Form 4: Format for List of Projects Executed

RFP No. …………………., Date: ………………………

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name, Address of the Client</th>
<th>Name of the Project</th>
<th>Project Period</th>
<th>Total Project Cost</th>
<th>Is this Project Similar to Current Assignment (Yes / No)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1)</td>
<td>(2)</td>
<td>(3)</td>
<td>(4)</td>
<td>(5)</td>
<td>(6)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Note: The information provided in the above table must supported by relevant work order copy.
Form 5: Project Citation Format

RFP No. …………………., Date: ……………………..

I. Client Details

1. Name of the Client: 

2. Sector of the Client (Put a tick Mark „):  
   a. Govt. in India  
   b. Govt. in Odisha  
   c. PSU in India  
   d. Others

3. Detail of concerned officer of the client (Name, Designation, Address, Phone, e-mail):

II. Project Detail

4. Name of the Project: 

5. Work Order No & Date: 

6. Project Start Date:  Completion Date: 

7. Project Cost (Excluding Tax in INR): 

8. Type of Project:  
   a) Supply of Manpower 
   b) Project Management 
   c) Consulting 
   d) E-Governance Project Implementation 
   Other

9. No. of skilled Professionals involved in the project: 

10. Implementation Coverage:  
    a) State Level  
    b) District Level  
    c) Block Level

11. Brief details about scope of the project: 

Signature of witness  Signature of the Bidder
Date:  Date:
Place:  Place:

Company Seal
Form 6: Affidavit of not be under Ineligibility

Before the Executive Magistrate/ Notary Public Sri

__________________________________________

AFFIDAVIT

I, Sri / Smt.______________________________________ aged about__________

S/o./D/o./W/o.__________________________________Proprietor/Partner/ Director of

M/s.____________________________________________ At-____________ Po-____________, P.S-______________, Dist-________________________ do hereby solemnly affirm and state

as follows:

1) That pursuant to the RFP call notice Dated,.......................of Panchayati

Raj & Drinking Water Department for Supply of manpower for SPMU,

SPRC & DPRC under RGSA, I/my firm/company am/is an intended bidder
to participate in the said RFP process.

2) That as per terms & conditions of the RFP documents, I am to declare that,

I/my firm/company have not been blacklisted by any Central/State Govt. Organisation or by any Public Sector undertakings of the State/Central Govt.

3) That neither any criminal case nor any vigilance case is pending against

me/my firm/company before any forum.

4) That I/my firm/company not have any record of poor performance,

abandoned work, having inordinately delayed completion and having faced Commercial failures etc. for any State Government or Government of India organization/department.

5) That this affidavit is required to be produced with RFP paper before the

Director, SIRD & PR, Bhubaneswar on behalf of Panchayati Raj & Drinking Water Department, Government of Odisha.

6) That the facts stated above are true to the best of my knowledge and belief.

Identified by me

Deponents

Advocate

The above deponent being present before me & duly identified by

Sri.............................. .......................... Advocate states on oath that the facts stated

above are true to the best of his/her knowledge.

Deponent

Executive Magistrate/

Notary Public____________

*Strike out whichever is not applicable.
Form 7: Approach & Methodology

RFP No. ……………………., Date: ……………………..

Describe about Approach, Methodology, Work Planned understanding of the assignment, Key Professional of the Bidder, Staff Qualification and competency for the assignment in this form.

Signature of witness  
Date:  
Place:  
Company Seal

Signature of the Bidder  
Date:  
Place:  
Appendix-II: Commercial Bid

Form 8: Compliance Sheet for Financial Proposal

RFP No. .........................., Date: ..........................

Please check whether following have been enclosed in the respective covers, namely, 
Financial Bid.

a. Bid Letter (Financial) Yes/No
   (In the format attached at Form 10)

b. Financial Proposal Yes/No
   (In the format attached at Form 11)

Signature of witness
Signature of the Bidder

Date: Date:
Place: Place:

Company Seal
Dear Sir / Madam,

We, the undersigned, offer to provide our services for supply of manpower for SPMU, SPRC & DPRC under RGSA in Odisha in accordance with your Request for Proposal << RFP No. >> dated << Date >> and our Proposal (Technical and Financial Proposals). Our Financial Proposal is attached in Form 11. This amount quoted is exclusive of any taxes and duties.

1. PRICE AND VALIDITY
   - All the prices mentioned in our RFP 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 180 days from the date of opening of the Bid.
   - We hereby confirm that our prices do not include any taxes and duties.
   - We understand that the actual payment would be made as per the existing tax rates during the time of payment.

2. UNIT RATES
   - 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 to / decrease from the scope of work under the contract.

3. RFP PRICING
   - We further confirm that the prices stated in our bid are in accordance with your Instruction to Bidders included in RFP 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 RFP, 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 appropriate section in the RFP. These prices are indicated Commercial Bid attached with our RFP as part of the RFP. 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.
   - We understand you are not bound to accept any Proposal you receive.
   - We hereby declare that our RFP is made in good faith, without collusion or fraud and the information contained in the RFP is true and correct to the best of our knowledge and belief.
   - We understand that our RFP is binding on us and that you are not bound to accept a RFP you receive.

Thanking you,
Yours sincerely,

Authorized Signature:
Name and Title of Signatory:
Name of Firm:
Address:
Form 10: Financial Proposal

RFP No. ……………………., Date:………………………….

All the prices quoted below are exclusive of any taxes and duties.

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Details of Manpower for different position.</th>
<th>MONTHLY RATE PER PERSON</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Take Home remuneration</td>
</tr>
<tr>
<td>1</td>
<td>SPMU-CB – For SIRD &amp; PR, Bhubaneswar</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Consultant (C.B. &amp; Training-1, Decent. Planning -1 &amp; IEC-1).</td>
<td>Rs. 50,000/-</td>
</tr>
<tr>
<td>2</td>
<td>Programme Associate.</td>
<td>Rs. 20,000/-</td>
</tr>
<tr>
<td>3</td>
<td>Date Entry Operator.</td>
<td>Rs. 10,000/-</td>
</tr>
<tr>
<td>4</td>
<td>Training Attendant.</td>
<td>Rs. 8,000/-</td>
</tr>
<tr>
<td>5</td>
<td>SPMU e-Governance – For e-Governance Section at P.R. &amp; D.W. Department</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>State Project Manager.</td>
<td>Rs. 45,000/-</td>
</tr>
<tr>
<td>6</td>
<td>Technology Consultant.</td>
<td>Rs. 35,000/-</td>
</tr>
<tr>
<td>7</td>
<td>Accounts Expert.</td>
<td>Rs. 35,000/-</td>
</tr>
<tr>
<td>8</td>
<td>Manager HR &amp; Admn.</td>
<td>Rs. 25,000/-</td>
</tr>
<tr>
<td>9</td>
<td>Operations Manager.</td>
<td>Rs. 25,000/-</td>
</tr>
<tr>
<td>10</td>
<td>Project Associate.</td>
<td>Rs. 15,000/-</td>
</tr>
<tr>
<td>11</td>
<td>PMU – RGSA – For different section at P.R. &amp; D.W. Department</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Data Entry Operator.</td>
<td>Rs. 10,000/-</td>
</tr>
<tr>
<td>12</td>
<td>Rural Housing Section &amp; Technology Park of P.R. &amp; D.W. Department</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Training Attendant.</td>
<td>Rs. 8,000/-</td>
</tr>
<tr>
<td>13</td>
<td>SPRC – For SPRC Building in SIRD &amp; PR Campus, BBSR.</td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Faculty in Financial Management.</td>
<td>Rs. 60,000/-</td>
</tr>
<tr>
<td>14</td>
<td>Date Entry Operator.</td>
<td>Rs. 10,000/-</td>
</tr>
<tr>
<td>15</td>
<td>Training Attendant.</td>
<td>Rs. 8,000/-</td>
</tr>
<tr>
<td>16</td>
<td>DPMU – For different DRDAs</td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>District Project Manager.</td>
<td>Rs. 25,000/-</td>
</tr>
<tr>
<td>17</td>
<td>PMU (Institution Fund) – For SIRD &amp; PR, Bhubaneswar.</td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>Manager (Logistics &amp; Coordination)</td>
<td>Rs. 40,000/-</td>
</tr>
<tr>
<td>18</td>
<td>NRLM – Resource cell at SIRD &amp; PR, Bhubaneswar.</td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>Livelihood Expert.</td>
<td>Rs. 50,000/-</td>
</tr>
<tr>
<td>19</td>
<td>Social Development Expert.</td>
<td>Rs. 50,000/-</td>
</tr>
<tr>
<td>20</td>
<td>Training Manager.</td>
<td>Rs. 40,000/-</td>
</tr>
<tr>
<td>21</td>
<td>Accountant.</td>
<td>Rs. 20,000/-</td>
</tr>
<tr>
<td>22</td>
<td>Training Attendant.</td>
<td>Rs. 8,000/-</td>
</tr>
</tbody>
</table>

Total 65

Service Tax / GST (… %) will be paid as per the prevailing Government norm.

Signature of witness  
Signature of the Bidder

Date: 
Date:

Place: 
Place:

Company Seal
Appendix III: Other Formats

Form 11: Performance Bank Guarantee

To

The Director,
SIRD & PR, Bhubaneswar.

Whereas, <<name of the supplier and address>> (hereinafter called “the Bidder”) has undertaken, in pursuance of contract no. <<insert contract no.>> dated <<insert date>> to provide services for <<name of the assignment>> to Director, SIRD & PR, Panchayati Raj & Drinking Water Department, Government of Odisha. (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 scheduled bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And whereas we, <<name of the bank>> a banking company incorporated and having its head /registered office at <<address of the registered office>> and having one of its office at <<address of the 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 upto<<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.

Signature of witness          Signature of the Bidder
Date:                        Date:
Place:                       Place:

Company Seal

39
**Form 12: Bidder’s Query**

(To be sent through official e-mail of the authorized representative of the bidder only)

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>RFP Document Reference(s) (Section &amp; Page Number(s))</th>
<th>Content of RFP requiring Clarification(s)</th>
<th>Points of clarification</th>
</tr>
</thead>
<tbody>
<tr>
<td>01</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>02</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>03</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Note: Bidder shall fill up all the columns. Validity of offer is for a period of one (1) year from the date of letter of intent.