Request for Proposal
(RFP)

RFP for Hiring of Agency for Professional Manpower Support for Water Testing Laboratory at State, District and Sub-Divisional Level under Rural Water Supply and Sanitation(RWSS), Odisha

Panchayati Raj & Drinking Water Department,
Government of Odisha

March 2019
### 1. Schedule for Invitation of RFP

<table>
<thead>
<tr>
<th>Name of Assignment</th>
<th>RFP for Hiring of Agency for Professional Manpower Support for Water Testing Laboratory at State, District and Sub-Divisional Level under Rural Water Supply and Sanitation (RWSS), Odisha</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of the Department &amp; Address</td>
<td>Rural Water Supply and Sanitation (RWSS), Panchayati Raj &amp; Drinking Water Department, Government of Odisha</td>
</tr>
<tr>
<td>Date of issue of RFP</td>
<td>3-03-2019</td>
</tr>
<tr>
<td>Date &amp; Time of Pre Bid Conference</td>
<td>12-03-2019 at 11.30 AM</td>
</tr>
<tr>
<td>Publication of Pre-Bid Clarification in the Department Website</td>
<td>14-03-2019</td>
</tr>
<tr>
<td>Last Date &amp; time of submission of RFPs</td>
<td>25-03-2019 at 3.00PM</td>
</tr>
<tr>
<td>Date &amp; time of opening of Technical Bid</td>
<td>25-03-2019 at 4.00 PM</td>
</tr>
<tr>
<td>Tentative Date &amp; time of opening of Financial Bid</td>
<td>To be notified later</td>
</tr>
<tr>
<td>Period of Contact</td>
<td>Three (3) years</td>
</tr>
<tr>
<td>Mode of submission of RFPs</td>
<td>Offline</td>
</tr>
<tr>
<td>RFP Downloading Place &amp; Period</td>
<td><a href="http://www.tendersorissa.gov.in">www.tendersorissa.gov.in</a> / <a href="http://www.odishapanchayat.gov.in">www.odishapanchayat.gov.in</a></td>
</tr>
<tr>
<td>Validity of the Bid</td>
<td>The Bid shall be valid for a period of 90 days from the last date of submission of RFP</td>
</tr>
<tr>
<td>Consortium/ Joint Venture</td>
<td>Not Allowed</td>
</tr>
</tbody>
</table>
| RFP submission address & Contact No. | **Engineer-in-Chief**  
Rural Water Supply & Sanitation, Odisha  
Jal O Parimal Bhawan  
Unit – V, Bhubaneswar, Odisha.  
Pin Code: 751001  
Tel: 0674-2395734  
Fax: 0674-2394946  
Email: cerwss@nic.in / cerwssodisha@gmail.com |
| Bid Security (EMD) | Rs 5,00,000/- (Rupees Five Lakh) |
| Performance Security | 5 % of the Contract Value |
2. INSTRUCTION TO BIDDERS

General Provisions

Definitions

"Guidelines" means the policies of the Government of Odisha set forth in this RFP.

"Client" means Rural Water Supply and Sanitation (RWSS), Odisha that signs the Contract for the Services with the selected Agency.

"Agency" means a legally-established firm or an entity that may provide or provides the Services to the Client under the Contract.

"Contract" means a legally binding written agreement signed between the Client and the Agency and includes all the attached documents listed.

"Data Sheet" means detailed instruction to the Agency (ITA) for preparation of the RFP.

"Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Agency or Consultant.

"Government" means the government of the Client’s State.

"ITA" mean the Instructions to Agency that provides the shortlisted Agencies with all information needed to prepare their Bids.

"Bid" means the Technical Bid and the Financial Bid of the Agency in response to the RFP.

"RFP" means the Request for Proposal to be prepared by the Client for the selection of Agency.

"Services" means the work to be performed by the Agency pursuant to the Contract.

"TORs" means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Agency, and expected results and deliverables of the assignment.

1. Introduction

1.1 The Client named in the Data Sheet intends to select an Agency, in accordance with the method of selection specified in the Data Sheet.

1.2 The Agencies are invited to submit a Technical Bid and a Financial Bid, as specified in the Data Sheet, for services required for the assignment named in the Data Sheet. The Bid will be the basis for negotiating and ultimately signing the Contract with the selected Agency.

1.3 The Agency should familiarize itself with the local conditions and may attend a Pre-Bid conference. Attending any such pre-Bid conference is optional and is at the Agency’s expense.

1.4 The Client will timely provide, at no cost to the Agency, the inputs, relevant project data, and reports required for the preparation of the Agency’s Bid as specified in the Data Sheet.
2. Conflict of Interest

2.1 The Agency is required to provide professional, objective, and impartial advice, at all times holding the Client’s interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.

2.2 The Agency has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Agency or the termination of its Contract.

3. Unfair Advantage

Selection of the Agency would be strictly in accordance to the ToR.

4. Corrupt and Fraudulent Practices

4.1 The Client requires compliance with its policy in regard to corrupt and fraudulent practices as set forth by the Government of Odisha (GoO).

4.2 In further pursuance of this policy, Agency shall permit the Client to inspect all accounts, records, and other documents relating to the submission of the Bid and contract performance (in case of an award), and to have them audited by auditors appointed by the Client.

Preparation of Bids

5. General Considerations

In preparing the Bid, the Agency is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Bid.

6. Cost of Tender

6.1 The Agency shall bear all costs associated with the preparation and submission of its Bid, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any Bid, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Agency.

6.2 Cost of Tender Document:

6.2.1 Tender is made available in the website www.tendersorissa.gov.in / www.odishapanchayat.gov.in which can be downloaded by the intending Tenderer. The bidder will deposit Rs 10,000/- in form of Demand Draft (non-refundable) in favour of “Executive Engineer, RWSS Division, Bhubaneswar”, payable at Bhubaneswar.

6.3 DEPOSIT OF EARNEST MONEY

6.3.1 RFP must be accompanied with an earnest money of Rs. 5,00,000/- (Rupees Five Lakhs Only) failing which the Bid will be rejected and Technical Bid will not be opened.
6.3.2 The Earnest Money should be deposited by way of Postal Savings, Pass Book/NSC/Post Office Time Deposit Account/Kissan Vikash Patra/Deposit Receipt in Nationalized/Scheduled Bank duly pledged in favor of "Engineer-in-Chief, RWSS Odisha, Bhubaneswar".

6.3.3 The Tenderer will submit the EMD in a separate envelope super scribed as "Earnest Money Deposit" which will be opened prior to opening of Technical Bid. For non-submission of EMD by the Tenderer, Technical Bid of the Tenderer will not be opened and returned to the party.

6.3.4 The exemption of EMD shall not be entertained for the assignment.

6.4 PERFORMANCE SECURITY

6.4.1 After contract is awarded, the Agency will submit a Performance Security 5% of the Contract value. EMD of successful tenderer can be adjusted towards Performance Security.

6.4.2 Performance Security shall be with client for a period of 3 years or any other period agreed by both the parties.

6.4.3 Performance Security may be furnished in the form of Bank Guarantee from a commercial/nationalised bank in favour of Authority covering the period of contract.

7. Language
The Bid, as well as all correspondence and documents relating to the Bid exchanged between the Agency and the Client shall be written in the English language.

8. Documents Comprising the Bid
The Bid shall comprise the documents and forms listed in the Data Sheet.

9. Only One Bid
The Agency shall submit only one Bid. If the Agency submits or participates in more than one Bid, all such Bids shall be disqualified and rejected.

10. Bid Validity
10.1 The Data Sheet indicates the period during which the Agency's Bid must remain valid after the Bid submission deadline.

10.2 During this period, the Agency shall maintain its original Bid without any change, including the proposed rates and the total price.

11. Sub-Contracting
The Agency shall not be entitled to subcontract the Services without prior written consent of the Client.

12. Clarification and Amendment of RFP
All Clarification in the document should be sought during the Pre-Bid conference. If any suggestion towards amendment in the RFP Document is deemed necessary by the client then it would be communicated to all the bidders in writing or by an e-mail.

13. Technical Bid Format and Content
The Technical Bid shall not include any financial information. A Technical Bid containing material financial information shall be
declared non-responsive.

14. Financial Bid

The Financial Bid shall be prepared for the Administrative Cost for 1st Year excluding Goods and Service Tax (GST) using the Standard Form provided in the RFP. The Administrative Cost finalized for the First year will be enhanced 5% per annum for subsequent years on a cumulative Basis.

15. Taxes

The Agency is responsible for meeting all tax liabilities arising out of the Contract.

Submission, Opening and Evaluation

16. Submission, Sealing, and Marking of Bids

16.1 The Agency shall submit a signed and complete Bid comprising the documents and forms. The submission will be accepted by Registered/ Speed Post/ Courier/ By hand only. Late proposals will not be considered for evaluation unless the dateline is extended.

16.2 An authorized representative of the Agency shall sign the Technical Bid and the Financial Bid.

16.3 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

16.4 The signed Bid shall be marked “ORIGINAL”, and its copy marked “COPY” as appropriate. One additional copy should be submitted. If there are discrepancies between the original and the copy, the original shall prevail.

16.5 The original and all the copy of the Technical Bid shall be placed inside a sealed envelope superscripted “TECHNICAL BID”, “RFP FOR HIRING OF AGENCY FOR PROFESSIONAL MANPOWER SUPPORT FOR WATER TESTING LABORATORY AT STATE, DISTRICT AND SUB-DIVISIONAL LEVEL UNDER RURAL WATER SUPPLY AND SANITATION(RWSS), ODISHA and address of the Agency. The Technical Bid shall have the information as required in “Technical Bid Format” along with the required documents.

16.6 Similarly, the original Financial Bid shall be placed inside a separate sealed envelope clearly marked “Financial Bid” followed by “RFP FOR HIRING OF AGENCY FOR PROFESSIONAL MANPOWER SUPPORT FOR WATER TESTING LABORATORY AT STATE, DISTRICT AND SUB-DIVISIONAL LEVEL UNDER RURAL WATER SUPPLY AND SANITATION(RWSS), ODISHA and address of the Agency. The Financial Bid should have the information as required in “Financial Bid Format” along with the required documents.

16.7 Separate sealed envelopes containing the EMD, Technical and Financial Bids shall be placed into one outer envelope and sealed. This outer envelope shall be superscripted “RFP FOR HIRING OF AGENCY FOR PROFESSIONAL MANPOWER SUPPORT FOR WATER TESTING LABORATORY AT
17. Confidentiality

17.1 From the time the Bids are opened to the time the Contract is awarded, the Agency should not contact the Client on any matter related to its Technical and/or Financial Bid. Information relating to the evaluation of Bids and award recommendations shall not be disclosed to the Agencies who submitted the Bids or to any other party not officially concerned with the process, until the publication of the Contract award information.

17.2 Any attempt by shortlisted Agencies or anyone on behalf of the Agency to influence improperly the Client in the evaluation of the Bids or Contract award decisions may result in the rejection of its Bid.

17.3 Notwithstanding the above provisions, from the time of the Bids' opening to the time of Contract award publication, if the Agency wishes to contact the Client on any matter related to the selection process, it should do so only in writing.

18. Opening of Technical Bids

18.1 The Client's evaluation committee shall conduct the opening of the Technical Bids and evaluate the criteria in the presence of the Agencies' authorized representatives who choose to attend. The Agencies which qualify the Technical evaluation shall be considered for opening of Financial Bid. The opening date, time and the address are stated in the Data Sheet. The envelopes with the Financial Bid shall remain sealed and shall be securely stored until they are opened.


19.1 The evaluators of the Technical Bids shall have no access to the Financial Bids until the technical evaluation is concluded.

19.2 The Agency is not permitted to alter or modify its Bid in any way after the Bid submission deadline. While evaluating the Bids, the Client will conduct the evaluation of the Technical and Financial Bids.

20. Evaluation of The Client shall evaluate the Technical Bids on the basis of
Technical Bids

their responsiveness to the format for Technical Bid. A Bid shall be rejected at this stage if it does not respond to the aspects of the Technical Bid format.

21. Opening of Financial Bids

21.1 After the technical evaluation is completed the Client shall notify those Agencies whose Bids were considered non-responsive during Technical Evaluation and that their Financial Bids will be returned unopened after completing the selection process and Contract signing and the client would also notify the technically qualified bidder regarding the opening of Financial Bid. The Agency’s attendance at the opening of the Financial Bids is optional and is at the Agency’s choice.

21.2 The Financial Bids shall be opened by the Client in the presence of the representatives of those Agencies whose Bids have qualified technical round. The Financial Bids will then be inspected to confirm that they have remained sealed and unopened. These Financial Bids shall be then opened, and the total prices read aloud and recorded.

22. Correction of Errors

22.1 No corrections are to be made to the Financial Bid.

22.2 A contract form is included in the RFP, the Agency is deemed to have included all prices in the Financial Bid, and so neither arithmetical corrections nor price adjustments shall be made. The total price specified in the Financial Bid shall be considered as the offered price.

23. Taxes

The Client’s evaluation of the Agency’s Financial Bid shall exclude taxes and duties in the state in accordance with the instructions in the Data Sheet.

24. Single Currency

For the evaluation purposes, prices shall be considered in single currency INR.

25. Quality and Cost Based Selection

The firm will be selected based on combined Techno-Financial evaluation of the proposal in the ratio of 70% (Technical) and 30% (Financial)

Negotiations and Award

26. Technical negotiations

The negotiations include discussions of the Terms of Reference (TOR), the proposed methodology, the Client’s inputs, the special conditions of the Contract, and finalizing the “Description of Services” part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.

27. Financial negotiations

27.1 The negotiations include the clarification of the Agency’s tax liability in the Client’s State and how it should be reflected in the Contract.

27.2 The total price stated in the Financial Bid shall not be negotiated.
28. Conclusion of Negotiations

28.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Client and the Agency's authorized representative.

28.2 If the negotiations fail, the Client shall inform the Agency in writing of all pending issues and disagreements and provide a final opportunity to the Agency to respond. If disagreement persists, the Client shall terminate the negotiations informing the Agency of the reasons for doing so. The Client will invite the next less price quoting Agency to negotiate a Contract. Once the Client commences negotiations with the next Agency, the Client shall not reopen the earlier negotiations.

29. Award of Contract

29.1 After completing the negotiations the Client would sign the Contract; publish the award information as per the instructions in the Data Sheet; and promptly notify the other shortlisted Agencies.

29.2 The Agency is expected to commence the assignment on the date and at the location as specified by the client.
3. Data Sheet

General

1. Place: Bhubaneswar, Odisha, India

Name of the Client: Rural Water Supply and Sanitation (RWSS), Panchayati Raj & Drinking Water Department, Government of Odisha

Method of selection: Quality and Cost Based Selection

Financial Bid to be submitted together with Technical Bid: Yes

3. The name of the assignment is “Hiring of Agency to provide professional manpower support to rural sanitation in 35 RWSS Divisions in the state of Odisha, Panchayati Raj & Drinking Water Department, Government of Odisha”

A Pre-Bid conference will be held: Yes

Date of Pre-Bid conference: 12-03-2019
Time: 11.30 AM
Address: Office of the EIC, Rural Water Supply & Sanitation, Odisha, Jal O Parimal Bhawan, Unit – V, Bhubaneswar, Odisha
Telephone: 0674-2395734
E-mail: cewssodisha@gmail.com/ pmu.rwss@gmail.com
Contact person/conference coordinator: Engineer-in-Chief, Rural Water Supply & Sanitation, Odisha

The Client will provide the inputs, project data, reports, etc. to facilitate the preparation of the Bids: All relevant information and guidelines related to Rural Water Supply

Preparation of Bids

1. Bids shall be submitted in English language

The Bid shall comprise the following in one big Envelope:
1. 1st Inner Envelope with the EMD
2. 2nd Inner Envelope with the Technical Bid:
   Technical Bid Format along with the required document
3. 3rd Inner Envelope with the Financial Bid:
   Summary of Cost

2. Bids must remain valid for: 90 days after the Bid submission deadline.

Clarifications may be requested no later than 7 days prior to the submission deadline. The contact information for requesting clarifications is:

Engineer-in-Chief
Rural Water Supply & Sanitation, Odisha Jal O Parimal Bhawan
Unit – V, Bhubaneswar, Odisha. Pin Code: 751001
Tel: 0674-2395734
Fax: 0674-2394946
Email: cewssodisha@gmail.com

Submission, Opening and Evaluation

1. The Agencies shall not have the option of submitting their Bids electronically.

2. The Agency must submit:
   (a) Technical Bid: one (1) original and 1 copy;
   (b) Financial Bid: one (1) original

3. The Bids must be submitted not later than:
   Date: [25.3.2019]
| Time: up to 3 pm  
The Bid submission address is:  
Engineer-in-Chief  
Rural Water Supply & Sanitation, Odisha Jal O Parimal Bhawan  
Unit – V, Bhubaneswar, Odisha. Pin Code: 751001  
Tel: 0674-2395734  
Fax: 0674-2394946  
Email: cerwssodisha@gmail.com  |
| --- |
| 4  
The opening of Technical Bid shall take place at:  
**Date:** [25.03.2019]  
**Time:** 4 PM  
Date & Time of opening of Financial Bid will be intimated later.  |
| 5  
For the purpose of the evaluation, the Client will exclude: GST, or any other taxes levied on the contract’s invoices; and if a Contract is awarded, at Contract negotiations, all such taxes will be discussed, finalized (using the itemized list as a guidance but not limiting to it) and added to the Contract amount as a separate line, also indicating which taxes shall be paid by the **Agency** and which taxes are withheld and paid by the Client on behalf of the Agency.  |
| **Negotiations and Award**  |
| Address for Communication:  |
| Engineer-in-Chief  
Rural Water Supply & Sanitation, Odisha Jal O Parimal Bhawan  
Unit – V, Bhubaneswar, Odisha. Pin Code: 751001  
Tel: 0674-2395734  
Fax: 0674-2394946  
Email: cerwss@nic.in / cerwssodisha@gmail.com  |
| 2  
The publication of the contract award information following the completion of the contract negotiations and contract signing will be done as following:  
The publication will be done within **[15 days] after the contract signing.**  |
4. Key Eligibility Criteria

The Agency fulfilling the following requirements is only eligible to apply. In case of absence of the following verifiable documents, the agency shall not be considered for evaluation.

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>The bidder should be registered for a minimum period of 3 years under the Indian Companies Act, 1956/ Societies Registration Act/ Trust Act/ Any Other relevant Act in India.</td>
</tr>
<tr>
<td>2</td>
<td>The bidder should have the average annual turnover of at least <strong>10 crores</strong> during the last three Financial Years 2015-16, 2016-17 and 2017-18.</td>
</tr>
<tr>
<td>3</td>
<td>The agency must have successfully undertaken at least either of the following Similar assignment/project of value specified herein during the last five financial years as on last date of submission for International/National/State level Govt./Corporate Sector Programs.</td>
</tr>
<tr>
<td></td>
<td>- One project of similar nature not less than the amount Rs. <strong>4 crores</strong>;</td>
</tr>
<tr>
<td></td>
<td>OR</td>
</tr>
<tr>
<td></td>
<td>- Two projects of similar nature not less than the total amount of Rs. <strong>2.5 crores</strong> each;</td>
</tr>
<tr>
<td></td>
<td>Similar projects here means supply of technical manpower for infrastructure assignments and Laboratories.</td>
</tr>
<tr>
<td>4</td>
<td>The firm or any partners of the firm should not be black listed by any Government or any other organization in respect of any assignment or behavior. An undertaking to this effect must be submitted as per Annexure – X.</td>
</tr>
<tr>
<td>5</td>
<td>Firm should have never been indicted by any court of law or any regulatory body or any State/Central Government agencies. An undertaking to this effect must be submitted as per Annexure – Y.</td>
</tr>
</tbody>
</table>
## 5. Evaluation Criteria

<table>
<thead>
<tr>
<th>Particulars</th>
<th>Criteria</th>
<th>Marks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Technical qualifications – Firms Experience: 70 marks</td>
<td>10 Crores – 15 Crores: 10 marks</td>
<td>20 marks</td>
</tr>
<tr>
<td>1.a Average Annual turnover in last 3 financial years from the bid due date</td>
<td>More than 15 Crores and upto 25 Crores: 15 marks</td>
<td></td>
</tr>
<tr>
<td></td>
<td>More than 25 Crores: 20 marks</td>
<td></td>
</tr>
<tr>
<td>1.b Experience in providing technical manpower support in a Laboratory set up</td>
<td>10 marks for each relevant assignment with fee of at least Rupees 50 lakhs</td>
<td>20 marks</td>
</tr>
<tr>
<td>1.d Experience of providing technical manpower for state/central government departments/programs.</td>
<td>10 marks for each relevant assignment with annual fee of at least Rupees Three crores</td>
<td>30 marks</td>
</tr>
<tr>
<td>2. Approach &amp; Methodology</td>
<td>The Approach &amp; Methodology should cover the following aspects:</td>
<td>30 marks</td>
</tr>
<tr>
<td>(To be evaluated through technical presentation)</td>
<td>(1) Understanding and Approach to the assignment</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(2) Methodology for identification and selection of personnel</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(3) Quality control measures</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(4) Review mechanism for performance of deployed personnel</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(5) Provision to secure and retain professionals</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td>100 marks</td>
</tr>
</tbody>
</table>

Financial Proposal (Fm) will be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be determined using the following formula:

\[ S_f = 100 \times \frac{Fm}{F} \]

In which Sf is the financial score, Fm is the lowest Financial Proposal, and F is the Financial Proposal (in INR) under consideration.

Proposals will be finally be ranked in accordance with their combined technical (St) and financial (Sf) scores:
\[ S = St \times Tw + Sf \times Fw; \]
Where S is the combined score, and Tw and Fw are weights assigned to Technical Proposal and Financial Proposal that will be 70: 30.

The Applicant achieving the highest combined technical and financial score will be considered to be the successful Applicant and will be invited for contract signing.
6. Terms of Reference

“RFP FOR HIRING OF AGENCY FOR PROFESSIONAL MANPOWER SUPPORT FOR WATER TESTING LABORATORY AT STATE, DISTRICT AND SUB-DIVISIONAL LABORATORIES UNDER RURAL WATER SUPPLY AND SANITATION (RWSS), ODISHA

1. Objectives of the Assignment

The objective of this assignment is to provide human resources at State, District and Divisional level Water testing Laboratory in 30 districts (35 divisions) and in the state laboratory.

2. Scope of work

(i) The Agency will be responsible for deployment of qualified manpower. The manpower will be deployed as detailed in the Terms of Reference. This dedicated team of professionals would be engaged by the Agency for carrying out the assignment.

(ii) The manpower deployed by the Agency will be dedicated full time for this service and shall be retained with that exclusive requirement. To ensure quality, the Agency shall support in developing different modalities, policies and guidelines for managing the manpower deployed for the purpose. The selected Agency will provide services through deployment of suitable manpower, having result orientation with potential to lead a thematic unit and ability to extend quality support to State and Districts/Division level.

(iii) For delivering the services, it is estimated that 207 professionals of desired experience will be required for the project period of three years, subject to satisfactory performance of agency and annual contract renewal every year, extendable to maximum period of another two years subject to mutually agreed upon terms and conditions of both parties.

3. Ownership:

All information collected by the Agency will be used only for the purpose of delivering the scope specified in the ToR. No part of the information shall be used for any other purpose without the prior explicit consent of the RWSS. All material and data collected shall be the property of the RWSS.

4. Reporting

The Agency will report to EIC, RWSS Odisha or designated officer. All reports (including the Inception Report, monthly progress reports, quarterly report, annual report, mid-cycle project assessment report, and final report) are to be submitted by the Agency.
5. **Duration of the Contract:**

The contract period of this assignment will be for three years from the date of commencement of services subject to extension of maximum two more years. However, the contract will be renewed annually, based on the performance of the Agency and the need of Rural Water Supply and Sanitation (RWSS).

6. **Personnel to be engaged by the Agency**

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Personnel</th>
<th>Length of professional experience</th>
<th>Qualifications</th>
<th>Remuneration **</th>
</tr>
</thead>
</table>
| 1       | Project manager (1 Nos)  | 5 years                           | Bachelor in Arts/Science/Commerce/Engineering/MBA  
At least 2 years work experience in the State of Odisha.  
Experience in working with Government setup, survey, project coordination etc. | Rs 40,000/- per month |
| 2       | Lab. Chemist/Microbiologist (1 Nos) | 3 years | Graduation in Science with Biology & PGDCA  
At least 2 years work experience in Water testing Laboratory.  
Experience in working with Government setup or NABL accredited Water testing Laboratory | Rs 20,000/- per month |
| 3       | Lab. Chemist (3 Nos)     | 3 years                           | Graduation in Science with Chemistry & PGDCA  
At least 2 years work experience in Water testing Laboratory.  
Experience in working with Government setup or NABL accredited Water testing Laboratory | Rs 20,000/- per month |
| 4       | Data Entry Operator (2 Nos) | 3 years                           | Graduation with PGDCA or equivalent certification with 1 years' experience.  
Candidate should be proficient in MS Office applications.  
Experience in working with Government setup | Rs 8,800/- per month |
<table>
<thead>
<tr>
<th>S No.</th>
<th>Personnel*</th>
<th>Length of professional experience</th>
<th>Qualifications</th>
<th>Remuneration **</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Lab. Chemist / Microbiologist (76 Nos)</td>
<td>3 years</td>
<td>Graduation in Science with Chemistry/ Biology &amp; PGDCA At least 2 years work experience in Water testing Laboratory. Experience in working with Government setup</td>
<td>Rs. 20,000/- per month</td>
</tr>
<tr>
<td>2</td>
<td>Lab. Assistant (46 Nos)</td>
<td>3 years</td>
<td>+2 Science with Chemistry &amp; DCA. At least 2 years work experience in Water testing Laboratory. Experience in working with Government setup</td>
<td>Rs 10,000/- per month</td>
</tr>
<tr>
<td>3</td>
<td>Lab. Attendant cum Sample Collector (76 Nos)</td>
<td>2 years</td>
<td>10th Pass</td>
<td>Rs 7,300/- per month + 1500/- as Mobility Support &amp; Mobile internet charges for sample collection including sanitary survey</td>
</tr>
</tbody>
</table>

** The Remuneration mentioned above is excluding EPF & ESI and service charges. The same will be reimbursed to the firm as per prevailing Government norms on submission of required mandatory documents.

- The Salary finalized for the First year will be enhanced by 10% per annum for subsequent years on a cumulative Basis.

- The authority reserves the right to engage more number of resources to meet the emerging requirements of the program. In such an eventuality, the additional resources shall be deployed by the consultant at a rate applicable for similar resources and as per the man-month rates in the financial bid.
7. **Role and Responsibility of Personnel:**

**Lab Chemist / Microbiologist**

I. To prepare the month wise action plan for collection of samples by the Lab. Attendant-cum-Sample collector.

II. Conduct laboratory testing of 12 basic parameters including bacteriological analysis (Total Coliform & E-coli) as per the guideline prescribed in the Standard Operating Procedure (SOP) issued by the Deptt. as well as in the Standard Methods Book (APHA)


IV. Further, any other parameters like Residual Chlorine, Arsenic etc. as per requirement to be tested.

V. To maintain the equipments such as regular calibration & standardisation, guide the Lab. Assistant in preparation of Chemical Reagents, Standard Solutions and Cleaning of Glassware’s.

VI. To maintain all the registers and to guide the Lab. Assistant to enter the data in IMIS and in the proposed state portal.

VII. To send 5% of the collected samples to the state laboratory at BBSR in consultation with the Executive Engineer of the Division.

VIII. To guide the laboratory Attendant for sanitary survey of the source from where samples are collected and ensure the entry in IMIS.

**Lab. Assistant**

I. Responsible for preparation of Reagent solutions, Standard Solutions and to assist the Lab. Chemist/ Microbiologist in analysis of samples.

II. Data Entry of results in IMIS along with Sanitary Survey results and results in the proposed State portal.

**Lab. Attendant –cum- Sample Collector:**

I. Responsible for collection of samples as per the action plan including roster samples, at least one source from each habitation, PWS sources and critical samples as directed by Lab. Chemist.

II. He should collect the water samples as per geo tagging procedures with his own android operated mobile.

III. Responsible for sanitary survey of the sources in the prescribed format from where sample is being collected as per the direction of Lab. Chemist.

IV. Will work for cleaning of Lab. table top along with instruments as per direction of Lab. Chemists.
Data Entry Operator (for State Laboratory):

i. Preparation of Test reports and sending the same to different authorities as per requirement.

8. Role of the Agency in engaging Manpower:

(i) The Agency has to develop appropriate methods to attract candidates to apply for the posts to be filled up at State & District/Division level Laboratory.

(ii) Applications have to be invited from the candidates based on the eligibility criteria and job descriptions fixed.

(iii) The Agency has to select suitable Manpower, fulfilling the eligibility criteria and job description through a selection process.

(iv) The Panchayati Raj & Drinking Water Department will cross check the credentials of the staff recommended by the Agency vis-à-vis job description and eligibility criteria.

(v) The professional will be screened by a Screening Committee formed by Rural Water Supply and Sanitation (RWSS) and will be eligible for deployment subject to recommendation by the committee.

(vi) The selected personnel provided by the Agency will be in the pay roll of the Agency. The Agency shall ensure placement of the personnel at the respective RWSS laboratory within 15 days of award of contract.

(vii) The staff shall not have any claims, what-so-ever with regards to their service matter with the PR & DW Department or Government of Odisha. Government of Odisha or PR & DW

(viii) Department will have no obligation with regard to the service matters of the staff. For all purposes the staffs are engaged by the Agency and not by the PR & DW Department or the Odisha Water and Sanitation Mission.

(ix) If directed by RWSS, the Agency shall ensure that candidates are repositioned to any other RWSS division other than their current division of working within 15 days of receiving such notice.

(x) The working logistics and office space for official purpose and during office time will be provided by the RWSS.

(xi) Odisha Water and Sanitation Mission will release the remuneration of man power deployed, Applicable EPF and ESI to the Agency on monthly basis subject to submission of Absentee statement by the Agency on or before 25th of each month by way of e-transfer / RTGS / NEFT.

(xii) The Agency will also be responsible for replacement of staff within a period of 15 days from the receipt of intimation in this regard. If any staff is found not upto the mark, at any point of time, the Department may ask for his/her replacement which the Agency has to comply within 15 days. Any such replacement needs to be approved by the Screening Committee of RWSS/OWSM.

(xiii) The Agency will be responsible for statutory and legal compliances like EPF, ESI, leave, court matters etc. during engagement of staff by them. The Agency shall be responsible for contributions towards EPF & ESI etc. wherever applicable and the same will be reimbursed.
to the agency as per the prevailing Government norms on submission of requisite documents.

(xiv) The employer’s share of contribution towards EPF and ESI are to be calculated on the take home remuneration of the person concerned.

(xv) The service charges/ administrative charges quoted by the agency should be reasonable but not zero or NIL.

(xvi) There will be quarterly review of performance of the staff engaged and based on performance for each quarters, the service of the man power engaged will be renewed annually.

(xvii) All remuneration to the staff shall be paid by the Agency by way of electronic money transfer. Payment through cheque / cash is strictly prohibited. Release of funds to the Agency shall be subject to Agency submitting proof of electronic transfer of remuneration to the staff.

9. Selection of the Agency:

(i) The selection will follow Quality and Cost Based Selection (QCBS).

(ii) The Financial Bid of those agencies qualifying the Technical Bid will be opened.

(iii) The Eligibility Criteria for qualifying in the Technical Bid are at the Request for Proposal (RFP).

(iv) Agency will quote its administrative expenses for one year (excluding GST) which will be computed and will form basis for evaluating through QCBS selection method.

(v) The price quoted shall be applicable for three years.
10. **Mode of Release of Payment to Agency**

The cost of the Agency will be released by the RWSS in the following manner:

**1st year Tranches only:**
1. After placement of all personnel - 20%
2. Successful Completion of 1st Quarter - 20%
3. Successful Completion of 2nd Quarter - 20%
4. Successful Completion of 3rd Quarter - 20%
5. Successful Completion of 4th Quarter (1st year) and submission of UC and audited accounts - 20%

**2nd Year onwards:**
The cost will be released quarterly (on completion of respective quarter) @ 25% of the contract value.

11. **Legal Jurisdiction**

All legal disputes are subject to the jurisdiction of Bhubaneswar only
Annexure - A
Proposal Submission Form

[Location, Date]

To
Engineer-in-Chief, RWSS
Jal 'O' Parimal Bhawan,
Unit-5, Bhubaneswar – 751001, Odisha

Hiring of Agency for Professional Manpower Support for Water Testing Laboratory at State, District and Sub-Divisional Laboratories under Rural Water Supply and Sanitation (RWSS), Odisha

Dear Sir/ Madam,

With reference to your RFP Document dated ........... , we, having examined all relevant documents and understood their contents, hereby submit our Technical Proposal for RFP of 35 RWSS Division and Sub Division Laboratory in the State of Odisha, ("Consultant"). The Proposal is unconditional and unqualified.

If negotiations are held during the period of validity of the Proposal, we undertake to negotiate in accordance with the RFP. Our Proposal is binding upon us, subject only to the modifications resulting from technical discussions in accordance with the RFP.

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

1. We acknowledge that Authority will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Consultant, and we certify that all information provided in the Proposal and in the supporting documents is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.

2. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.

3. We shall make available to Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.

4. We acknowledge the right of Authority to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

5. We certify that in the last 3 years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial Authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public Authority nor have had any contract terminated by any public Authority for breach on our part.

6. We declare that:

   a. We have examined and have no reservations to the RFP, including any Addendum issued by the Client;

   b. We do not have any conflict of interest in accordance with the terms of the RFP;

   c. We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as
defined in the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with Client or any other public sector enterprise or any government, Central or State; and

d. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

7. We understand that you may cancel the selection process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Applicants.

8. We certify that in regard to matters other than security and integrity of the country, we or any of our affiliates have not been convicted by a court of law or indicted or adverse orders passed by a regulatory Authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.

9. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a court of law for any offence committed by us or by any of our affiliates. We further certify that we have not been barred by the central government, any State government, a statutory body or any public sector undertaking, as the case may be, from participating in any project or bid, and that any such bar, if any, does not subsist as on the date of this RFP.

10. We further certify that no investigation by a regulatory Authority is pending either against us or against our affiliates or against our CEO or any of our Directors/Managers/employees.

11. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by Authority in connection with the selection of Consultant or in connection with the selection process itself in respect of the above mentioned Project.

12. We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall we have any claim or right of whatsoever nature if the consultancy for the Project is not awarded to us or our proposal is not opened or rejected.

13. In the event of our being selected as the Consultant, we agree to enter into a Contract

14. In accordance with the contract prescribed in the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.

15. We have studied the RFP and all other documents carefully. We understand that except to the extent as expressly set forth in the Contract, we shall have no claim, right or title arising out of any documents or information provided to us by Client or in respect of any matter arising out of or concerning or relating to the selection process including the award of consultancy.

16. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall be binding on us

17. We agree and undertake to abide by all the terms and conditions of the RFP document.

18. We acknowledge that Authority in the capacity of The Employer invites proposals from prospective Bidders to participate in bidding

We remain,
Yours sincerely,
Authorized Signature [In full and initials]: Name and Title of Signatory:
Name of Firm: Address:
(Name and seal of the Applicant)
### Annexure - B
Format for Technical Bid

<table>
<thead>
<tr>
<th>Sl.</th>
<th>Particulars</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>If registered under the Indian Companies Act, 1956/ Societies Registration Act/ Trust Act/ Any Other Act in India since more than 3 years.</td>
<td>Yes/No</td>
</tr>
<tr>
<td></td>
<td>[Copy of self-attested Registration certificate to be attached.]</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>a. Annual turnover in each of the last three Financial Years</td>
<td>2015-16 2016-17 2017-18</td>
</tr>
<tr>
<td></td>
<td>b. Statutory Auditor's Certificate clearly specifying the annual turnover for the specified years to be attached</td>
<td>Yes/No</td>
</tr>
<tr>
<td></td>
<td>c. Copies of Audited Balance Sheet for last three Financial Years to be attached.</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>a. Experience in similar work in International/National/State level Govt./Corporate Sector Programs.</td>
<td>No. of Assignments</td>
</tr>
<tr>
<td></td>
<td>b. Value of Assignments</td>
<td>Rs. in Crores - [Separate table containing list of projects with details and value of assignments to be attached and Copy of Work orders to be Attached]</td>
</tr>
<tr>
<td>4</td>
<td>If Undertaking for not being Black-listed as per Annexure-X is attached</td>
<td>Yes/No</td>
</tr>
<tr>
<td>5</td>
<td>If Undertaking for not being indicted by any court of law as per Annexure-Y is attached</td>
<td>Yes/No</td>
</tr>
</tbody>
</table>

Authorized Signature:
Name and Title of Signatory:
Name of Firm:
Address:
### ANNEXURE - C
**Format for Financial Bid**

**SUMMARY OF COSTS**

<table>
<thead>
<tr>
<th>Specialist</th>
<th>Numbers</th>
<th>Per Personnel / per month (Rs)</th>
<th>Total Salary per month (Rs)</th>
<th>Total per annum (Rs)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>State Level Laboratory</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Project Manager</td>
<td>1</td>
<td>40,000/-</td>
<td>40,000/-</td>
<td>4,80,000</td>
</tr>
<tr>
<td>Lab Chemist/Microbiologist</td>
<td>1</td>
<td>20,000/-</td>
<td>20,000/-</td>
<td>2,40,000</td>
</tr>
<tr>
<td>Lab Chemist</td>
<td>3</td>
<td>20,000/-</td>
<td>60,000/-</td>
<td>7,20,000</td>
</tr>
<tr>
<td>Data Entry Operator</td>
<td>2</td>
<td>8,800/-</td>
<td>17,600/-</td>
<td>2,11,200</td>
</tr>
<tr>
<td>Lab Assistant</td>
<td>2</td>
<td>10,000/-</td>
<td>20,000/-</td>
<td>2,40,000</td>
</tr>
<tr>
<td><strong>District and Sub-Divisional Laboratory</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lab Chemist/Microbiologist</td>
<td>76</td>
<td>20,000/-</td>
<td>15,20,000/-</td>
<td>1,82,40,000</td>
</tr>
<tr>
<td>Lab Assistant</td>
<td>46</td>
<td>10,000/-</td>
<td>4,60,000/-</td>
<td>55,20,000</td>
</tr>
<tr>
<td>Lab Attendant cum Sample Collector</td>
<td>76</td>
<td>8,800/-</td>
<td>6,68,800/-</td>
<td>80,25,600</td>
</tr>
</tbody>
</table>

**Total Amount of salary (Rs)**

3,36,76,800

**Administrative Cost per annum (Rs, Exclusive GST)**

---

**Grand Total (Rs)**

---

**Note:** GST, EPF, ESI shall be paid extra as applicable/ Prevailing Government norms and on submission of requisite mandatory documents.

---

Authorized Signature:
Name and Title of Signatory:
Name of Firm:
Address:
Annexure - D
Declaration for Blacklisting

To
Engineer-in-Chief, RWSS
Jal 'O' Parimal Bhawan,
Unit-5, Bhubaneswar – 751001, Odisha

Dear Sir,

We hereby declare that neither we nor any of our partners is black listed by any Government or any other organization for the assignment entrusted. If contrary to it is proved, the EMD/Performance Security shall be forfeited.

Yours sincerely,

Authorized Signature:
Name and Title of Signatory:
Name of Agency:
In the capacity of:
Address:
Contact information (phone and e-mail):
Annexure - E
Declaration for Forfeiture of EMD/ Performance Security

To
Engineer-in-Chief, RWSS
Jal ‘O’ Parimal Bhawan,
Unit-5, Bhubaneswar – 751001, Odisha

Dear Sir,

We hereby declare that neither we nor any of our partners is indicted by any court of law. If contrary to it is proved, the EMD/Performance Security shall be forfeited.

Yours sincerely,

Authorized Signature:
Name and Title of Signatory:
Name of Agency:
In the capacity of:
Address:
Contact information (phone and e-mail):