

**Request for Proposal  
(RFP)**

**RFP for Hiring of Agency for Professional Manpower  
Support for Rural Sanitation Work in 35 RWSS Divisions in  
State of Odisha,  
Panchayati Raj & Drinking Water Department,  
Government of Odisha**

**February 2019**

## 1. Schedule for Invitation of RFP

Name of Assignment	Hiring of Agency for professional manpower support for rural sanitation work in 35 RWSS Divisions in the State of Odisha, Panchayati Raj & Drinking Water Department, Government of Odisha
Name of the Department & Address	Odisha Water and Sanitation Mission, Panchayati Raj & Drinking Water Department, Government of Odisha
Date of issue of RFP	22-02-2019
Date & Time of Pre Bid Conference	28-02-2019 at 11.30 AM
Publication of Pre-Bid Clarification in the Department Website	01-03-2019
Last Date & time of submission of RFPs	13-03-2019 at 3.00PM
Date & time of opening of Technical Bid	13-03-2019 at 4.00 PM
Tentative Date & time of opening of Financial Bid	To be notified later
Period of Contact	Three (3) years
Mode of submission of RFPs	Offline
RFP Downloading Place & Period	<a href="http://www.tendersorissa.gov.in">www.tendersorissa.gov.in</a> <a href="http://www.odishapanchayat.gov.in">www.odishapanchayat.gov.in</a>
Validity of the Bid	The Bid shall be valid for a period of 90 days from the last date of submission of RFP
Consortium/ Joint Venture	Not Allowed
RFP submission address & Contact No.	<b>Engineer-in-Chief</b> Rural Water Supply & Sanitation, Odisha Jal O Parimal Bhawan Unit – V, Bhubaneswar, Odisha. Pin Code: 751001 Tel: 0674-2395734 Fax: 0674-2394946 Email: <a href="mailto:cerwss@nic.in">cerwss@nic.in</a> / <a href="mailto:cerwssodisha@gmail.com">cerwssodisha@gmail.com</a>
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 Odisha Water and Sanitation Mission 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’ 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](http://www.tendersorissa.gov.in) / [www.odishapanchayat.gov.in](http://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 "Odisha State Water and Sanitation Mission", 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 “**Odisha State Water and Sanitation Mission**”.

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 2 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.

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| <b>7. Language</b>                     | 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.   |
| <b>8. Documents Comprising the Bid</b> | The Bid shall comprise the documents and forms listed in the <b>Data Sheet</b> .   |
| <b>9. Only One Bid</b>                 | The Agency shall submit <b>only one Bid</b> . If the Agency submits or participates in more than one Bid, all such Bids shall be disqualified and rejected.  |
| <b>10. Bid Validity</b>                | <b>10.1 The Data Sheet</b> indicates the period during which the Agency’s Bid must remain valid after the Bid submission deadline.<br><b>10.2</b> During this period, the Agency shall maintain its original Bid without any change, including the proposed rates and the total price. |
| <b>11. Sub-Contracting</b>             | The Agency shall not be entitled to subcontract the Services without prior written consent of the Client.  |
| <b>12. Clarification and</b>           | All Clarification in the document should be sought during the Pre-   |

<b>Amendment of RFP</b>	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.
<b>13. Technical Bid Format and Content</b>	The Technical Bid shall not include any financial information. A Technical Bid containing material financial information shall be declared non-responsive.
<b>14. Financial Bid</b>	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.
<b>15. Taxes</b>	The Agency is responsible for meeting all tax liabilities arising out of the Contract.

### **Submission, Opening and Evaluation**

<b>16. Submission, Sealing, and Marking of Bids</b>	<p>16 .1 The Agency shall submit a signed and complete Bid comprising the documents and forms. The submission will be accepted by <b>Registered/ Speed Post/ Courier/ By hand</b> . Late proposals will not be considered for evaluation unless the dateline is extended.</p> <p>16.2 An authorized representative of the Agency shall sign the Technical Bid and the Financial Bid.</p> <p>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.</p> <p>16.4 The signed Bid shall be marked “<b>ORIGINAL</b>”, and its copy marked “<b>COPY</b>” as appropriate. One additional copy should be submitted. If there are discrepancies between the original and the copy, the original shall prevail.</p> <p><b>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 to provide Manpower support in Rural Areas of 35 RWSS Divisions in the State of Odisha, Panchayati Raj &amp; Drinking Water Department,</b> Government of Odisha and address of the Agency. The Technical Bid should have the information as required in “<b>Technical Bid Format</b>” along with the required documents.</p> <p><b>16.6</b> Similarly, the original Financial Bid shall be placed inside a separate sealed envelope clearly marked “Financial Bid” followed by “<b>RFP for Hiring of Agency to provide Manpower support in Rural Areas of 35 RWSS Divisions in the State of Odisha, Panchayati Raj &amp; Drinking Water Department, Government of Odisha</b> and address of the Agency. The Financial Bid should have the information as required in “Financial Bid Format” along with the required</p>
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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 **“Hiring of Agency to provide Manpower support in Rural Areas of 35 RWSS Divisions in the State of Odisha, Panchayati Raj & Drinking Water Department, Government of Odisha** and submitted to **the Engineer-in-Chief, Rural Water Supply & Sanitation, Odisha, Jal O Parimal Bhawan, Unit – V, Bhubaneswar, Odisha, Pin Code: 751001** with the name, address and contact of the Agency. However the documents received after due date will be summarily rejected.

16.8 If the envelopes and packages with the Bid are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Bid.

16.9 The Bid or its modifications must be sent to the address indicated in the **Data Sheet** and received by the Client no later than the deadline indicated in the **Data Sheet**, or any extension to this deadline. Any Bid or its modification received by the Client after the deadline shall be declared late and rejected, and promptly returned unopened.

## 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. Bids Evaluation

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 Technical Bids

The Client shall evaluate the Technical Bids on the basis of 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
2	<b>Name of the Client: Odisha Water and Sanitation Mission, <u>Panchayati Raj &amp; Drinking Water Department, Government of Odisha</u></b>  <b>Method of selection: <u>Quality and Cost Based Selection</u></b>
3	<b>Financial Bid to be submitted together with Technical Bid: <u>Yes</u></b>  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”
4	<b>A Pre-Bid conference will be held: <u>Yes</u></b>  Date of Pre-Bid conference: 28-02-2019 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: cerwssodisha@gmail.com/ pmu.rwss@gmail.com Contact person/conference coordinator: Engineer-in-Chief, Rural Water Supply & Sanitation, Odisha
5	<b>The Client will provide the inputs, project data, reports, etc. to facilitate the preparation of the Bids:</b> All relevant information and guidelines related to Rural Water Supply
Preparation of Bids	
1	<b>Bids shall be submitted in English language</b>
2	<b>The Bid shall comprise the following in one big Envelope:</b> <b>1. 1<sup>st</sup> Inner Envelope with the EMD</b> <b>2. 2<sup>nd</sup> Inner Envelope with the Technical Bid:</b> Technical Bid Format along with the required document <b>3. 3<sup>rd</sup> Inner Envelope with the Technical Bid:</b> Summary of Cost
3	<b>Bids must remain valid for:</b> 90 days after the Bid submission deadline.
4	<b>Clarifications may be requested no later than 7 days prior to the submission deadline.</b> 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: cerwssodisha@gmail.com
Submission, Opening and Evaluation	
1	<b>The Agencies shall not have the option of submitting their Bids electronically.</b>
2	<b>The Agency must submit:</b> <b>(a) Technical Bid:</b> one (1) original and 1 copy; <b>(b) Financial Bid:</b> one (1) original

3	<p><b>The Bids must be submitted not later than:</b>  <b>Date:</b> [13.3.2019]  <b>Time: up to 3 pm</b>  <b>The Bid submission address is:</b>  Engineer-in-Chief  Rural Water Supply &amp; Sanitation, Odisha Jal O Parimal Bhawan  Unit – V, Bhubaneswar, Odisha. Pin Code: 751001  Tel: 0674-2395734  Fax: 0674-2394946  Email: <a href="mailto:cerwssodisha@gmail.com">cerwssodisha@gmail.com</a></p>
4	<p>The opening of Technical Bid shall take place at:  <b>Date:</b> [13.03.2019] <b>Time:</b> 4 PM  Date &amp; Time of opening of Financial Bid will be intimated later.</p>
5	<p>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 <b>Agency</b> and which taxes are withheld and paid by the Client on behalf of the Agency.</p>
<b>Negotiations and Award</b>	
1	<p><b>Address for Communication:</b>  Engineer-in-Chief  Rural Water Supply &amp; Sanitation, Odisha Jal O Parimal Bhawan  Unit – V, Bhubaneswar, Odisha. Pin Code: 751001  Tel: 0674-2395734  Fax: 0674-2394946  Email: cerwss@nic.in / <a href="mailto:cerwssodisha@gmail.com">cerwssodisha@gmail.com</a></p>
2	<p><b>The publication of the contract award information following the completion of the contract negotiations and contract signing will be done as following:</b>  The publication will be done within <b>[15 days] after the contract signing.</b></p>

## 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.

1	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.
2	The bidder should have the average annual turnover of at least <b>10 crores</b> during the last three Financial Years 2015-16, 2016-17 and 2017-18.
3	<p>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.</p> <ul style="list-style-type: none"><li>– <b>One project of similar nature not less than the amount Rs. 4 crores;</b></li></ul> <p style="text-align: center;"><b>OR</b></p> <ul style="list-style-type: none"><li>– <b>Two projects of similar nature not less than the total amount of Rs. 2.5 crores each;</b></li></ul> <p>Similar projects here means supply of technical manpower for infrastructure or social sector assignments.</p>
4	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.
5	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.

## 5. Evaluation Criteria

	Particulars	Criteria	Marks
<b>1.</b>	<b>Technical qualifications – Firms Experience: 70 marks</b>		
1.a	Average Annual turnover in last 3 financial years from the bid due date	10 Crores – 15 Crores: 10 marks More than 15 Crores and upto 25 Crores: 15 marks More than 25 Cores: 20 marks	20 marks
1.b	Experience in providing Manpower Support in sanitation projects	10 marks for each relevant assignment with fee of at least Rupees One crore	20 marks
1.d	Experience of providing technical manpower for state/central government departments/programs.	10 marks for each relevant assignment with annual fee of at least Rupees Three crores	30 marks
<b>2.</b>	<b>Evaluation of A&amp;M and technical presentation</b>		30 marks
<b>Total</b>			100 marks

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:

$$Sf = 100 \times Fm/F;$$

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

### **“Hiring of Agency to provide professional manpower support in rural sanitation in 35 RWSS Divisions in the State of Odisha, Panchayati Raj & Drinking Water Department, Government of Odisha**

#### **1. Objectives of the Assignment:**

The objective of this assignment is to provide human resources at Divisional level for implementation of Sanitation projects in all 30 districts (35 divisions) in the state and one at the state level

#### **2. Scope of work:**

- (i) The Agency will be responsible for deployment of qualified manpower. The manpower will be deployed as agreed to 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 70 + 1 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 OWSM. All material and data collected shall be the property of the OWSM.

#### **4. Reporting**

The Agency will report to **Mission Director, OWSM**, 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 the Panchayati Raj & Drinking Water Department.

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

The District team will comprise of: 2 (two) Key Professionals in 35 RWSS Divisions and 1 (one) Project Manager at State level. The Key Professionals at the District Level will be based at the office of the RWSS, Divisions

S N	Key Personnel	Length of professional experience	Qualifications	Remuneration
1	Sanitation Consultant (70 Nos)	3 years	Bachelor in Arts/Science/Commerce/Engineering/MBA  At least 2 years work experience in sanitation sector in the State of Odisha.  Experience in working with Government setup, survey, project coordination etc.	Rs 40,000/- per month
2	Project manager (1 Nos)	5 years	MBA with at least 3 years of experience in handling a team of professionals.  Experience in working with Government setup, survey, project coordination etc.  At least one year of experience of working in sanitation projects	Rs 50,000/- per month

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

8. 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.

#### Role and Responsibility of Personnel:

- (i) Support in implementation, coordination, reporting and monitoring of all sanitation activities
- (ii) Execution of communication plan/ IEC activities/ strategy at district level for awareness, bring behavior change among the communities and mobilize community participation.
- (iii) Capacity Building, Stakeholders consultation, provide the necessary training to field functionaries on SLWM/sanitation.
- (iv) Conducting District, GP level workshops mobilization meetings etc.

- (v) Collection and compilation of data and project status at various levels and generation Progress Report on Daily basis.
- (vi) Data updation in various MIS databases and data vigilance.
- (vii) Provide procurement support for the implementation of the SLWM projects in project GPs
- (viii) Provide inputs for designing financially sustainable projects
- (ix) Fund management
- (x) Collating of utilization certificates
- (xi) Verification of contractors' bills and accounts.
- (xii) Provide support for audit.
- (xiii) Coordination and follow up with grassroots level workers trained in water quality monitoring and surveillance and ensuring that they take up water quality testing and surveillance activities;
- (xiv) Interacting regularly with Panchayats, ASHA workers, anganwadi workers, Self-help groups, Mahila and Yuvak mandals to ensure that issues relating to water supply, quality and sanitation get regular attention;
- (xv) Visiting schools to deliver talks to sensitize teachers and students to adopt improved hygiene practices, improved sanitation and safe handling of water to keep it potable;
- (xvi) Helping in conducting social audits;
- (xvii) Coordinating with water quality testing laboratories for water quality testing, reporting to villages, cautioning the GPs/ GPWSC/VWSCs/PHEDs to take effective steps for maintaining potability and guiding on remedial steps;
- (xviii) Assisting in gathering information for updating habitation status on the IMIS

## **9. 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 Management Units.
- (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 Odisha Water and Sanitation Mission 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 divisions 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 OWSM, 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 District Administration.
- (xi) Odisha Water and Sanitation Mission will release the remuneration of man power deployed 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 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.
- (xiv) The employer's share of contribution towards EPF and ESI are to be calculated on the minimum 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.

**10. 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 two years.

## **11. Mode of Release of Payment to Agency:**

The cost of the Agency will be released by the Odisha Water and Sanitation Mission in the following manner:-

### **1st year Tranches only:**

1. After placement of all personnel - 20%
2. Completion of 1st Quarter and successful delivery of assignments - 20%
3. Completion of 2nd Quarter and successful delivery of assignments - 20%
4. Completion of 3rd Quarter and successful delivery of assignments - 20%
5. Completion of 4th Quarter (1st year) and successful delivery of assignments & 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.

## **12. 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

### **RFP for Hiring of Agency to provide professional manpower support in rural sanitation of 35 RWSS Divisions in the State of Odisha, Panchayati Raj & Drinking Water Department, Government of 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 Rural Areas of 35 RWSS Divisions 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**

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

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

**Annexure - C  
Format for Financial Bid**

**SUMMARY OF COSTS**

<b>Specialist</b>	<b>Numbers</b>	<b>Per Personnel / per month (Rs)</b>	<b>Total Salary per month (Rs)</b>	<b>Total per annum (Rs)</b>
Sanitation Consultant	70	40,000	28,00,000	3,36,00,000
Project Manager	1	50,000	50,000	6,00,000
<b>Total Amount of salary (Rs)</b>				3,42,00,000
<b>Administrative Cost per annum (Rs, Exclusive GST)</b>				-----
<b>Grand Total (Rs)</b>				-----

*Note: GST shall be extra paid as applicable*

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/Madam,**

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/ Madam,**

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):**