
Request for Proposal (RFP)

Bid Identification No. EIC/RWSS/16/2019-20 dated 14.10.2019

**Hiring of Reputed Manpower Agency/ Service Provider to
provide Manpower support to Odisha State Water &
Sanitation Mission,
Panchayati Raj & Drinking Water Department,
Government of Odisha**

October 2019

1. Schedule for Invitation of RFP

Name of Assignment	Hiring of Reputed Manpower Agency/ Service Provider to provide Manpower support to Odisha State Water & Sanitation Mission (OWSM), Panchayati Raj & Drinking Water Department, Government of Odisha
Name of the Department & Address	Panchayati Raj & Drinking Water Department, Government of Odisha
Date of issue of RFP	17-10-2019
Date & Time of Pre-Bid Conference	28-10-2019 at 11 AM
Publication of Pre-Bid Clarification in the Department Website	13-11-2019
Last Date & time of submission of RFPs	27-11-2019 before 4 PM
Date & time of opening of Technical Bid	27-11-2019 at 5 PM
Tentative Date & time of opening of Financial Bid	To be notified later
Period of Contract	Two (2) years
Mode of submission of RFPs	Offline
RFP Downloading Place & Period	www.tendersorissa.gov.in www.odishapanchayat.gov.in
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.	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 60,000/- (Rupees Sixty Thousand)
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 Panchayati Raj Department, Odisha that signs the Contract for the Services with the selected Agency.

“Agency” means a legally-established Reputed Manpower Agencies/ Service Providers 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** / **www.odishapanchayat.gov.in** which can be downloaded by the intending Tenderer. The bidder will deposit Rs 5,000/- (Rupees Five Thousand) 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. 60,000/- (Rupees Sixty Thousand 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.

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 **Hand/ Registered/ Speed Post/ Courier** 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 Reputed Manpower Agency/ Service Providers to provide Manpower support to Odisha State Water & Sanitation Mission (OWSM) Office**", and address of the Agency. The Technical Bid should 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 Reputed Manpower Agency/ Service Providers to provide Manpower support to Odisha State Water & Sanitation Mission (OWSM) Office**” 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 Reputed Manpower Agency/ Service Providers to provide Manpower support to Odisha State Water & Sanitation Mission (OWSM) Office**” 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

18.1 The Client’s evaluation committee shall conduct the

Technical Bids	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	<p>19.1 The evaluators of the Technical Bids shall have no access to the Financial Bids until the technical evaluation is concluded.</p> <p>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.</p>
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 (LCS basis)	<p>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.</p> <p>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.</p>
22. Correction of Errors	<p>22.1 No corrections are to be made to the Financial Bid.</p> <p>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.</p>
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. Least Cost Selection	The firm will be selected based on lowest evaluated total price among those Agencies that have technically qualified and invite such Agency to negotiate the Contract.

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	<p>Name of the Client: <u>Odisha State Water & Sanitation Mission Office, Panchayati Raj & Drinking Water Department, Government of Odisha</u></p> <p>Method of selection: <u>Quality and Cost Based Selection</u></p>
3	<p>Financial Bid to be submitted together with Technical Bid: <u>Yes</u></p> <p>The name of the assignment is “RFP for Hiring of Reputed Manpower Agency/ Service Providers to provide Manpower support to Odisha State Water & Sanitation Mission (OWSM) Office, Panchayati Raj & Drinking Water Department, Government of Odisha”</p>
4	<p>A Pre-Bid conference will be held: Yes Date of Pre-Bid conference: 28-10-2019 Time: 11 AM Address: 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</p>
5	<p>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</p>
Preparation of Bids	
1	Bids shall be submitted in English language
2	<p style="text-align: center;">The Bid shall comprise the following in one big Envelope:</p> <p>1st Inner Envelope with the EMD 2nd Inner Envelope with the Technical Bid: Technical Bid Format along with the required document 3rd Inner Envelope with the Financial Bid: Summary of Cost</p>
3	Bids must remain valid for: 180 days after the Bid submission deadline.

4	<p>Clarifications may be requested no later than 7 days prior to the submission deadline.</p> <p>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 / pmu.rwss@gmail.com</p>
Submission, Opening and Evaluation	
1	The Agencies shall not have the option of submitting their Bids electronically.
2	<p>The Agency must submit: (a) Technical Bid: one (1) original and 1 copy; (b) Financial Bid: one (1) original</p>
3	<p>The Bids must be submitted not later than: Date: [27-11-2019] Time: up to 4 pm The Bid submission address is:</p> <p>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</p>
4	<p>The opening of Technical Bid shall take place at: Date: [27-11-2019] Time: 5 PM</p> <p>Date & 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 (b) 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</p>
Negotiations and Award	
1	<p>Address for Communication: Engineer-in-Chief</p>

RFP for Hiring of Reputed Manpower Agency/ Service Provider to provide Manpower support to Odisha State Water & Sanitation Mission (OWSM) Office, Panchayati Raj & Drinking Water Department, Government of Odisha

	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 <i>[15 days]</i> 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.

1	The bidder should be registered for a minimum period of 3 years under the Indian Companies Act, 2013/ Partnership Act 1932/ Societies Registration Act 1860/ Indian Trust Act 1882/ Any Other relevant Act in India.
2	The bidder should have the average annual turnover of at least 2 Crores during the last three Financial Years 2016-17, 2017-18 & 2018-19.
3	The agency must have successfully undertaken Similar type of services to Central/ /State Government Organizations/ Autonomous bodies/ Corporate Sector amounting to Rs. 2 Crores or two similar type of services amounting to Rs 1.25 Crores each.
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. Terms of Reference

RFP for Hiring of Agency to provide Manpower support to Odisha State Water & Sanitation Mission (OWSM) Office under Panchayati Raj & Drinking Water Department, Government of Odisha

1. Objectives of the Assignment:

The objective of this assignment is to provide human resources at **Odisha State Water & Sanitation Mission Office, EIC Office, RWSS and Director Office** for smooth functioning of the office work.

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 experts/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 envisaged in the program, it is estimated that 22 professionals of desired experience will be required for the project period of two years extendable to two more years, subject to satisfactory performance of Agency.

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 PR&DW Department. All material and data collected shall be the property of the Panchayati Raj & Drinking Water Department.

4. Reporting

The Agency will report to **Engineer-in-Chief, Rural Water Supply & Sanitation**, 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 **two 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

Sl.	Name of the Post	Qualification	No. of Posts	Office to attached	Monthly Fee for each Personnel
1	Office Assistant	<ul style="list-style-type: none"> MBA degree/ Post Graduate in any discipline from a recognized university with PGDCA with minimum 50% marks At least 2 years of experience in the field of rural/urban sanitation sector 	1 No.	Director Office	Rs.25,000/-
2	Data Entry Operator	<ul style="list-style-type: none"> Graduate in any discipline from a recognized university with PGDCA with minimum 50% marks At least 2 years of experience in the field of rural/urban sanitation sector 	5 Nos	OWSM Office	Rs.12000/-
			6 Nos	EIC Office, RWSS	Rs.12000/-
			1 No	Director Office	Rs.12000/-
Total			12 Nos.		
3	Night Watch Man	As per Labour & ESI Dept. Notification on 30.10.2018 unskilled labour may be paid with minimum wage of Rs.280/- per day excluding ESI, EPF and GST	1 No.	OWSM Office	Rs.8400/-
			3 Nos	EIC Office, RWSS	Rs.8400/-
Total			4 Nos.		
4	Attendant	As per Labour & ESI Dept. Notification on 30.10.2018 semi-skilled labour may be paid with minimum wage of Rs.320/- per day excluding ESI, EPF and	1 No.	OWSM Office	Rs.9600/-

RFP for Hiring of Reputed Manpower Agency/ Service Provider to provide Manpower support to Odisha State Water & Sanitation Mission (OWSM) Office, Panchayati Raj & Drinking Water Department, Government of Odisha

	GST			
	As per Labour & ESI Dept. Notification on 30.10.2018 unskilled labour may be paid with minimum wage of Rs.280/- per day excluding ESI, EPF and GST	3 Nos	EIC Office, RWSS	Rs.8400/-
		1 No.	Director Office	Rs.8400/-
	Total	5 Nos.		

7. 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 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. The staff will be interviewed by a committee formed by Panchayati Raj & Drinking Water Department and will be eligible for deployment subject to recommendation by the committee. In case a staff is not found satisfactory, the Agency will provide a suitable replacement within 15 days.
- (v) 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.
- (vi) 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 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.
- (vii) The working logistics and office space for official purpose and during office time will be provided by the RWS&S divisions.
- (viii) PR & DW Department 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.
- (ix) 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.
- (x) 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.

- (xi) The employer's share of contribution towards EPF and ESI are to be calculated on the minimum take home remuneration of the person concerned.
- (xii) The service charges/ administrative charges quoted by the agency should be reasonable but not zero or NIL.
- (xiii) 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.
- (xiv) 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.

8. Selection of the Agency:

- (i) The selection will follow Least Cost Selection method as per the Odisha General Financial Rules (OGFR).
- (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 each of the two years (excluding GST) which will be computed and will form basis for evaluating through least cost selection method.
- (v) The lowest price shall be determined by summing up the price of two years altogether.

9. Mode of Release of Payment to Agency:

The cost of the Agency will be released by P.R.&D.W. Department in the following manner:-

1st year Tranches only:

1. After placement of all experts- 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.

10. Legal Jurisdiction

All legal disputes are subject to the jurisdiction of Bhubaneswar only

**Annexure - A
Proposal Submission Form**

[Location, Date]

To
The Mission Director
SBM-G
Jal 'O' Parimal Bhawan,
Unit-5, Bhubaneswar – 751001, Odisha

RFP for Hiring of Agency to provide Manpower support to Odisha State Water & Sanitation Mission (OWSM) Office, 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 for Hiring of Agency to provide Manpower support to **Odisha State Water & Sanitation Mission (OWSM) Office**, Panchayati Raj & Drinking Water Department, Government 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	2016-17	2017-18	2018-19
	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 Central/ /State Government Organizations/ Autonomous bodies/ Corporate Sector.	No. of Assignments		
	b. Value of Assignments	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]		
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

Specialist	Numbers	Per Expert/ per month (Rs)	Total Salary per month (Rs)	Total per annum (Rs)
Office Assistant	1	25,000	25,000	3,00,000
Data Entry Operator	12	12,000	1,44,000	17,28,000
Night Watchman	4	8,400	33,600	4,03,200
Attendant- Semi Skilled	1	9,600	9,600	1,15,200
Attendant- Un Skilled	4	8,400	33,600	4,03,200
Total	22			29,49,600
Administrative Cost per annum (Rs. Exclusive GST)				-----
Grand Total (Rs. Exclusive of GST)				-----

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
The Mission Director
SBM-G
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
The Mission Director
SBM-G
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):**