



**Panchayati Raj & Drinking Water Department
Government of Odisha**

TENDER DOCUMENT

for

**SELECTION OF MAN POWER SERVICE PROVIDING AGENCY FOR
SUPPLY OF MAN POWER FOR THE POST OF MGNREGS ASSISTANTS
& ADDITIONAL COMPUTER PROGRAMMERS TO BE ENGAGED ON
OUTSOURCING BASIS UNDER MGNREGS SCHEME IN DRDA, ANGUL
& DIFFERENT BLOCKS
OF
ANGUL DISTRICT**

Important Dates

- 1. Tender Call Notice & Bid documents can only be downloaded from District website www.angul.nic.in from 23.04.2021 to 07.05.2021.**
- 2. Last date for submission of Tender Documents: 07.05.2021 up to 5 P.M.**
- 3. Opening of Tender Documents : 10.05.2021, at 11.30 A.M. (Technical Bid & Financial Bid)**

**DISTRICT RURAL DEVELOPMENT AGENCY (DRDA)
ANGUL**

1. **FACT SHEETS:1**

THIS FACT SHEET COMPRISES IMPORTANT FACTUAL DATA ON THE TENDER FOR QUICK REFERENCE OF THE BIDDER RELATING TO SELECTION OF HR SERVICE PROVIDER AGENCY FOR DPRCS.

Clause Reference	Topic
Method of Selection	Two Bid selection method shall be used to select the Man Power Service Providing Agencies 10 nos. of MGNREGS Assts (DRDA-02 Nos & 08 Blocks- 1 each) & 08 nos of Additional Computer Programmers (ACPs) (08 Blocks – 1 each) under MGNREGS scheme for providing support in smooth implementation of MGNREGS scheme in Angul District. The Bidder has to submit the bid in two separate sealed envelopes marked Technical & Price bid. Financial evaluation will be done for only those bidders who qualify the Technical Bid process. Technically qualified bidder, who quotes the least price, will be selected as Service Provider for the assignment. Consortium is not allowed.
Tender Fee	Tender Documents can be Downloaded from the district administration website i.e. www.angul.nic.in only. The bidders are required to submit the document fee of Rs.5000/- (Rupees Five Thousand) only in shape of Account Payee Demand Draft in favour of the Project Director, DRDA Angul, payable at Angul from any of the scheduled commercial bank along with the Proposal.
Earnest Money Deposit (EMD)	Cost of EMD: Rs. 50,000/- (Rupees Fifty Thousand only) in shape of any of the following can be submitted: - <i>i) Minimum 02 years Fixed Deposit (from any scheduled commercial bank) duly pledged in favour of "Project Director, DRDA, Angul".</i> <i>ii) Minimum 02 years Term Deposit (from any scheduled commercial bank) duly pledged in favour of "Project Director, DRDA, Angul".</i> <i>iii) Postal Deposit/ National Savings Certificates with minimum lock in period of 02 years duly pledged in favour of "Project Director, DRDA, Angul".</i>
Scope of Work	Selected Service Provider is expected to implement and execute an agreement with DRDA Angul for a period of 01 year.
Project Timeline	01 year. The agreement can further be extended on requirement of Panchayati Raj Department/ DRDA, Angul/ MGNREGS Scheme only and on satisfactory performance of the Service Provider.
Language of Bid	The proposal should be prepared by the Bidder in English language only.
Currency of the Bid	The bidder should quote price in Indian Rupees only. The offered price must be exclusive of taxes and duties. The taxes as appropriate & applicable would be paid at the prevalent rates.
Validity Period	Proposals/ Bids must remain valid minimum for 180 days after the submission date.
Bid to be Submitted to	The proposal must be submitted to: The Project Director, DRDA Angul through registered post or speed post only. The tender paper, technical bid, tender fees and EMD shall be put in a sealed envelope with superscription as "Technical Bid". The price bid shall be put in a separate sealed envelope with superscription as "Price Bid". Both the envelopes shall be put in a separate envelope with superscription as "Proposal for Selection of Resource Providing Agency for District Panchayat Resource Centre, Angul".

2. PROPOSAL

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

3. BACKGROUND INFORMATION

The District Rural Development Agency (DRDA) is set up by the Panchayati Raj & Drinking Water Department, Government of Odisha to oversee the planning, implementation and monitoring of programmes meant for the development of rural areas under the jurisdiction of Angul district. It invites Tender Call Notice for engagement of Man Power service providing Agency to provide MGNREGS Assistants & Additional Computer Programmers (ACPs) who can support the smooth implementation of MGNREGS Scheme in the District on behalf of Panchayati Raj Department, Govt of Odisha. The DRDA, Angul proposes to engage service of qualified and experienced resource providing agency on outsourced basis. The Requirement for the outsourced staff is to continuously manage and monitors the smooth implementation of MGNREGS Scheme in the District as per the guidelines prescribed by Government from time to time.

4. INSTRUCTION TO BIDDER

4.1. General

- a) While sincere effort has been made to provide comprehensive and accurate background information, requirements and specifications, Bidders must form their own conclusions about the support needed to meet the requirements based on their past experience.
- b) All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the DRDA on behalf Panchayati Raj Department.
- c) No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by the Project Director, DRDA, Angul on behalf of the Panchayati Raj Department, Govt of Odisha. Any notification of preferred bidder status by the DRDA, Angul or Panchayati Raj Department shall not give rise to any enforceable rights by the Bidder. The Project Director, DRDA, Angul on behalf of Panchayati Raj Department may cancel this entire process at any time without assigning any reason thereof prior to a formal written contract being executed.

4.2. Requirement of Engagement

As per the instruction of Government in Panchayati Raj & Drinking water Department, Odisha vide Letter No: PR-NREG-MEET-0001-2019, 2957/ PR&DW, Dated: 11.02.2021 the existing contracts with the existing man power service providing agencies are to be terminated on 31.03.2021 and fresh tenders are required to be floated for engagement of new Agency,

4.3. Compliant Proposals/ Completeness of Tender Paper

- i. Submission of the bid shall be deemed to have been done after careful study and examination of the Tender document with full understanding of its implications.
- ii. Failure to comply with the requirements of this paragraph or any clause of the Tender may render non-compliant and the proposal may be rejected. Bidders must:
 - include all documentation specified in this Tender Call Notice (TCN);

- Follow the format prescribed in this TCN and respond to each element in the order as set out in this TCN.
- Comply with all requirements as set out within this TCN.

4.4. Key Requirements of the Bid

4.4.1. Right to Terminate the Process

- Project Director, DRDA, Angul on behalf of Panchayati Raj Department may terminate the Tender process at any time and without assigning any reason thereof. Project Director, DRDA, Angul or Panchayati Raj Department makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- The submission of tender paper does not constitute an offer by Project Director, DRDA, Angul or Panchayati Raj Department. The bidder's participation in this process may result in selecting the bidder to engage towards execution of the contract.

4.4.2. Cost of Tender Paper

- Tender document can be downloaded from the District website www.angul.nic.in. The bidders are required to submit the non-refundable tender document Fee of Rs 5000/- (Rupees Five Thousand) only in shape of an Account Payee Demand Draft in favour of Project Director, DRDA and payable at Angul from any nationalized/ scheduled commercial bank along with the Tender Paper. Proposals received without or with inadequate fees shall be rejected.

4.4.3. Earnest Money Deposit (EMD)

All bidders are requested to submit EMD worth Rs. 50,000/- (Rupees Fifty Thousand only) in shape of any of the following can be submitted: -

- Minimum 02 years Fixed Deposit (from any scheduled commercial bank) duly pledged in favour of "Project Director, DRDA, Angul".
- Minimum 02 years Term Deposit (from any scheduled commercial bank) duly pledged in favour of "Project Director, DRDA, Angul".
- Postal Deposit/ National Savings Certificates with minimum lock in period of 02 years duly pledged in favour of "Project Director, DRDA, Angul".

EMD of all unsuccessful bidders would be refunded by the DRDA, Angul within 180 days of the bidder being notified as being unsuccessful. The EMD, for the amount mentioned above, of successful bidder would be kept as part of Performance Guarantee till acceptance of final deliverable.

a) The tender paper submitted without EMD, mentioned above, will be summarily rejected.

b) The EMD may be forfeited:

- If a bidder withdraws its bid during the period of bid validity.
- In case of a successful bidder, if the bidder fails to sign the contract in accordance with this tender paper.
- If found to have a record of poor performance such as having abandoned work, having been black-listed, having inordinately delayed completion and having faced Commercial failures etc.

[Handwritten signature]

4.4.4. Performance Bank Guarantee

- Bank Guarantee in the prescribed format [Form 12] in favor of the Project Director, DRDA, Angul shall be submitted by the successful bidder equivalent to 10 % of the total quoted amount (Per year) before execution of the agreement.
- The Bank guarantee shall be valid for a period of minimum 02 years from the date of intimation to the selected bidder for execution of the agreement.
- Agreement shall be executed on confirmation of the Performance Bank Guarantee from the Concerned Bank.

4.4.5. Submission of Bid

- a) The bidders shall submit their tender paper as per the format given in this tender paper in the following manner
 - Technical Bid [Form 1 to Form 8] - in first envelope [Tender Paper, Technical Bid, EMD, Cost of Tender Paper]
 - Price Bid [Form 9, 10 & 11] - in second envelope
- b) The response to Technical Bid and Price Bid (As mentioned in previous paragraph) should be covered in separate sealed envelopes super-scribing "Technical Bid" and "Financial Bid" respectively.
- c) Please Note that Prices shall not be indicated in the Technical Bid but shall only be indicated in the Financial Bid.
- d) The two envelopes containing copies of Technical Bid and Price Bid shall be put in another single sealed envelope clearly marked "**SELECTION OF MAN POWER SERVICE PROVIDING AGENCY FOR SUPPLY OF MAN POWER FOR THE POST OF MGNREGS ASSISTANTS & ADDITIONAL COMPUTER PROGRAMMERS TO BE ENGAGED ON OUTSOURCING BASIS UNDER MGNREGS SCHEME IN DRDA, ANGUL & DIFFERENT BLOCKS IN ANGUL DISTRICT**".
- e) The outer envelope thus prepared shall also indicate clearly the name, address, telephone number, e-mail ID and fax number of the bidder.
- f) All the pages of the tender paper must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of bid.
- g) The original bid shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the bidder itself. Any such corrections must be initialed by the person (or persons) who sign(s) the tender paper.
- h) All pages of the bid shall be initialed and stamped by the person or persons who sign the bid.

4.4.6. Authentication of Bids

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

4.5. Preparation and Submission of Tender Paper

4.5.1. Preparation Costs

The bidder shall be responsible for all costs incurred in connection with participation in the tender process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in the opening of Tender meetings/ discussions of tender paper, in providing any additional information required by the Panchayati Raj department to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process. DRDA, Angul or Panchayati Raj department will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

4.5.2. Language

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

4.5.3. Venue & Deadline for Submission of Tender Paper

Proposals, in its complete form in all respects as specified in the tender paper, must be submitted on or before the last date and time of submission of bid as mentioned on the cover page of the tender paper at the address specified below through registered post/ speed post [Indian Post] only. No other way of submission of tender paper including submission through courier shall be considered. DRDA, Angul shall not be responsible for any postal delay.

The bid along with documents may be submitted the Project Director, DRDA Angul:

Last Date & Time of Submission: 07.05.2021 through registered / speed post only.

4.5.4. Late Bids

- a) Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall be returned unopened.
- b) The bids submitted by telex/ telegram/ fax/ e-mail etc. shall not be considered. No correspondence will be entertained on this matter.
- c) DRDA, Angul shall not be responsible for any postal delay or non-receipt/ non-delivery of the documents. No further correspondence on the subject will be entertained.
- d) Project Director, DRDA, Angul reserves the right to modify and amend any of the above-stipulated condition/criterion depending upon project priorities vis-à-vis urgent commitments. Such amendments shall be hosted in the district administration website and shall be published in the same newspaper in which the tender call notice is published.

4.6. Evaluation Process

- a) Collector & DM, Angul has constituted a Tender Evaluation Committee [Tender Committee] under the Chairmanship of Project Director, DRDA, Angul to evaluate the responses of the bidders.

- b) *The Tender Evaluation Committee under the chairmanship of Project Director, DRDA, Angul shall evaluate the tender papers and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence as specified in clause – 5.1 of tender paper may lead to rejection.*
- c) *The decision of the Committee in the evaluation of tender papers shall be final & binding. No correspondence will be entertained outside the process of negotiation/ discussion with the Committee.*
- d) *The Committee reserves the right to reject any or all proposals on the basis of any deviations.*
- e) *Each of the tender paper shall be evaluated as per the criteria and requirements specified in this tender paper.*

4.6.1. Tender Opening

The Bids submitted up to the stipulated last date and time as mentioned on the cover page will be opened on scheduled date and time by the tender committee, in the presence of the Bidders or their authorized representatives, who may be present at the time of opening. The representatives of the bidders are advised to carry the identity card or a letter of authority from the tendering firms to identify their bona fides for attending the opening of the proposal.

4.6.2. Tender Validity

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

4.6.3. Tender Evaluation

- a) *Initial Bid scrutiny will be held and incomplete details as given below will be treated as non-responsive and liable to be rejected. If tender papers;*
 - *Are not submitted in as specified in the tender document*
 - *Received without the Letter of Authorization (Power of Attorney)*
 - *Are found with suppression of details*
 - *With incomplete information, subjective, conditional offers and partial offers submitted*
 - *Submitted without the documents requested in the checklist*
 - *Have non-compliance of any of the clauses stipulated*
 - *With lesser validity period*
 - *Received without Cost of Tender Paper/ EMD or both.*
- b) *All responsive Bids will be considered for further processing as below.*

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

5. Criteria for Evaluation

Proposals for this contract will be assessed in accordance with Double Cover system (Technical & Financial). The Tender Committee will carry out a detailed evaluation of the Technical Proposals, only those who qualifies all eligibility criteria: Bidders qualifying in the technical evaluation will only be considered for further financial bid evaluation. Bids of Tenders which don't possess the minimum specified documents will be considered technically non-responsive and hence debarred from being considered for further evaluation.

5.1 Eligibility Criteria of Bidders (Technical Bid)

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

SI No	Basic Requirement	Specific Requirements	Documents Required
1.	Legal Entity	<ul style="list-style-type: none"> The bidder must be a Company registered under the Indian Companies Act, 1956 (Now CA-2009) or registered under Limited Liability Partnership Act 2008 and be in business for more than 3 years in India as on last date of submission of bid. A Partnership Firm registered under Indian Partnership Act 1932. An LLP registered under Appropriate Authority under LLP Act 2008. The bidder must be registered with Goods & services Tax (GST), EPF, ESI, PAN and up-to-date IT return for last three years. 	<p>Certificates of incorporation.</p> <ul style="list-style-type: none"> GST Registration EPF Registration Certificate with number. ESI Registration Certificate with number. PAN copy. IT Return for last 3 years.
2.	Average Annual Turnover and Positive Net-worth	<ul style="list-style-type: none"> Average Annual Turnover during last three financial years (as per the last published Balance sheets), should be minimum Rs 50,00,000/- (Rupees Fifty Lakh) only. The Net worth of the Bidder must be Positive and it should be a profit making company as per the audited balance sheet during last three financial years. 	<ul style="list-style-type: none"> Copy of the Audited Balance sheet and Profit & Loss Account; Showing the relevant trade for last three FY (2017-18, 2018-19 and 2019-20). IT Return For the FY 2017-18, 2018-19 & 2019-20 is also required to be submitted along with the Audit report.
3.	Consortiums	Not allowed.	
4.	Quality & Capability Certification .	The bidder must be a CMM/ISO 9001/IEC 20000 certified company.	Copy of the CMM/ISO 9001/IEC 20000 certificate/s.
5.	Technical Capability	The bidder must have successfully undertaken at least one projects not less than the amount Rs 10,00,000/- (Rupees Ten Lakhs) only in government sector in India primarily related to Supplying professional manpower/ Implementation of e-	Work order from the client mentioning details of order and amount of claim.

		<i>Governance solution (Like MIS Entry/ Data Entry etc) in last three financial years</i>	
6.	<i>Local Presence of the bidder</i>	<i>The bidder's local presence is desirable but not essential.</i>	<i>Self-Certified letter on existence of local office along with necessary evidence.</i>
7.	<i>Blacklisting</i>	<i>Affidavit by the authorized signatory of the bidder that the bidder has not been blacklisted by any Central / State Government (Central/State Government and Public Sector) or under a declaration of ineligibility for corrupt or fraudulent practices as of 31.01.2021 must be submitted on original letter head of the bidder with signature and stamp.</i>	<i>Affidavit in prescribed format [Form 6]</i>
8.	<i>Tender Fees</i>	<i>The Bidder must have submitted Rs. 5,000/- (Rupees Five Thousand Only) towards the cost of the Tender Document.</i>	<i>In shape of Account Payee DD from any Scheduled Commercial Bank.</i>
9.	<i>EMD</i>	<i>The Bidder must have furnished the EMD of Rs.50,000/- (Rupees Fifty Thousand Only).</i>	<i>In shape of 02 years FD/TDR/ Postal Deposits duly pledged in favour of Project Director, DRDA, Angul Scheduled Commercial Bank</i>

5.2. Technical Eligibility

The bidders who have submitted all the documents as prescribed at 5.1 will be treated as technically eligible based on prima facie unless proved otherwise and will be allowed to participate in the Financial Bid process.

5.3. Financial Evaluation

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

6. Appointment of Service Provider Agency

6.1. Award Criteria

Project Director, DRDA, Angul on behalf of Panchayati Raj Department will award the Contract to the successful bidder whose proposal has been determined to be substantially responsive and has been determined as the most responsive bids as per the process outlined above.

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

DRDA, Angul on behalf of Panchayati Raj Department reserves the right to accept or reject any proposal, and to annul the tendering process / Public procurement process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the

affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for such action.

6.3. Notification of Award

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

Upon successful bidder's signing the contract, DRDA, Angul will notify each unsuccessful bidder and return their EMD.

6.4. Contract Finalization and Award

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

6.5. Signing of Contract

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

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

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

6.7. Period of Contract:

The period of contract shall be for a period of one year from the date of execution of agreement but the engagement of faculty & support staff will initially be for 01 year and can be extended further subject to availability of budgetary provisions. The period may be extended purely on performance of the agency for further periods on mutual agreement by both the parties on similar terms and conditions.

7. Terms of Reference

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

The Service Providing Agency will be completely responsible to Project Director, DRDA, Angul and report to him for regular activities.

Following are the key responsibilities of agency.

- a) Must ensure that 10 nos of MGNREGS assistants (2 Nos in DRDA & 01 each in all the 08 Blocks) & 08 nos of Additional Computer Programmers (ACPs) (01 each in all the 08 Blocks) have reported before the appropriate authorities' i.e Project Director, DRDA, Angul for DRDA, Angul & BDOs for concerned Blocks of Angul District.

- b) Overall monitoring of staff deployed in the District.
- c) **Engagement and deployment of staff and timely payment of remuneration through on-line bank account transfer mode to the personnel deployed.**
- d) Consolidating the Monthly Performance Reports of all staff within the ambit and forwarding the same to Project Director, DRDA, Angul in the specified format.
- e) The Resource Providing Agency is expected to always keep available a reserve pool of resources that can be tapped for immediate deployment in district if vacancy arose. In case of any replacement, the outgoing resource must provide 2 weeks of handholding support to the fresh incumbent to ensure continuity and smooth knowledge-transfer. No post should remain vacant at any time.
- f) The Resource Providing Agency is expected to provide professional, objective and impartial advise and at all times hold the interests of the State Government paramount, strictly avoid conflicts with any other assignments/jobs or their own corporate interests and act without any consideration for future work.
- g) In case any of the proposed Staff are found to be not performing or not meeting the expectations of the DRDA, Angul /P.R & D.W. Department, the Resource Providing Agency shall find a replacement for them immediately. Project Director, DRDA, Angul will evaluate the replacement profile and indicate the acceptance / rejection of the profile.
- h) The Staff will be exclusively deployed in DRDA, Angul / All Blocks of the District as per the given assignments and will not work in any other assignments by themselves or by the resource providing agency.

7.2. Resource Providing Agency

DRDA, Angul is intended to provide management, technical and handholding support to ensure effective and timely implementation of the required activities required for smooth implementation of MGNREGS in the District. As per the requirement the MGNREGS Assistants will provide support in day to day management of official work of MGNREGS in the Block as well as District level. Further the ACPs will be responsible to handle the e-Governance part of the scheme and ensure timely delivery of the objective without fail.

To start with Districts will look for Faculty, Support Staff and Assistant to fulfill the assignments as envisaged below:

7.3. Eligibility and Responsibilities

Sl. No.	Position	Qualification & Experience	Activities
01	MGNREGS Assistants	Graduation or equivalent with basic computer knowledge	<ul style="list-style-type: none"> Providing necessary support to MGNREGS cell of District as well as Block level.
02	Additional Computer Programmers (ACPs)	Graduation having Computer Proficiency up to "O" Level with use of INSCRIPT, Keyboard of Odia language as available in Block/ District area	<ul style="list-style-type: none"> Online entry, report generation, FTO generation & other MIS work under MGNREGS scheme.

7.4. Payment Terms

The Service Provider can raise claim on calendar month basis according to the number of manpower engaged in the project. DRDA, Angul will release the payment to the service provider within 15 days of their claim after acceptance of monthly deliverables. All claims will be submitted to following address:

7.5. Termination for Default

Department may without prejudice to any other remedy for breach up of terms and conditions (including forfeiture of Performance Security by written notice of default sent to the Service Provider, terminate the work / task in whole or in part, after sending a notice to the Service Provider in this regard.)

- *If the Service Provider fails to deliver or complete the job assigned in the terms and conditions within the time period (s) specified in the Tender Document.*
- *If the Company fails to perform any other **obligations under the terms and conditions.***

7.6. Force Majeure

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

7.7. Arbitration

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

7.8. Legal Jurisdiction

All legal disputes are subject to the jurisdiction of Angul district only.

7.9. Liquidated Damages

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



Appendix-I: Technical Bid

Form 1: Compliance Sheet for Eligibility Criteria

TCN NO: _____, Date: _____

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

Sl. No.	Compliance Document	Provided (Yes/ No)	Page No in the Technical Bid
1	Copy of Certificate of Incorporation		
2	GST Registration Details		
3	Copy of PAN		
4	Copy of Audited Balance sheet and Profit & Loss Account; Showing the relevant trade as proof of Annual Turnover of last three FY as of Mar 31, 2020		
5	Tender Paper Cost (DD No.: _____, Amount: _____, Bank: _____, Date: _____)		
6	Earnest Money (Instrument No.: _____, Amount: _____, Bank.: _____, Date: _____)		
7	Bid Letter (Technical Bid) [In Form 2]		
8	Particulars of the Bidder [In Form 3]		
9	List of Projects Executed [In Form 4] [Certificate from the client as per clause 5.1]		
10	Project Citation of each Project listed in Form 4 [In Form 5]		
11	Affidavit of not be under Ineligibility(In Form 6]		
12	Copy of Power of Attorney in the name of the Authorized signatory		
13	Self-Certified letter on existence of local office in Odisha along with necessary evidence		
14	Copy of the CMM/ISO 9001/IEC 20000 certificate/s.		
15	Approach & Methodology[In Form 8]		

Signature of witness

Signature of the Bidder


Date:

Date:

Place:

Place:

Company Seal



Form 2: Bid Letter (Technical Bid)

TCN NO: _____, Date: _____

<Location, Date>

To

**The Project Director
DRDA
Angul**

Subject: *Submission of the Technical bid for supply of MGNREGS Assistants & Additional Computer Programmes under MGNREGS for Angul District.*

Dear Sir/Madam,

We, the undersigned, offer to provide our services to the Project Director, DRDA, Angul with your Request for Proposal dated <insert date> and our Proposal. We are hereby submitting our Proposal, which includes this Technical bid and the financial bid sealed in separate envelopes.

We hereby declare that all the information and statements made in this Technical bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

We undertake, if our Proposal is accepted, to initiate the Implementation services related to the assignment not later than the date indicated in Fact Sheet.

We agree to abide by all the terms and conditions of the TCN document. We would hold the terms of our bid valid for 180 days as stipulated in the TCN document.

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

Yours sincerely,

Authorized Signature [In full and initials]:
Name and Title of Signatory:

Name of the Firm:

Address:

Location:

Date:

Form 3: Particulars of the Bidder

TCN NO: _____, Date: _____

1. Name of the Organisation:

2. Status of Registration of Orgn.

3. Address of Office

4. Telephone No

Fax No

5. Email Address

6. Website

7. Registration No & Date

8. No. of employees :

Technical	Managerial	Support	Total

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

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

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

Fiscal Year	Amount (₹)		
	(Profit Before Tax) PBT	(Profit After Tax) PAT	(Annual Turn Over) ATO
2017-18			
2018-19			
2019-20			

Signature of witness

Date:

Place:

Signature of the Bidder

Date:

Place:


Company Seal

Form 4: Format for List of Projects Executed

TCN NO: _____, Date: _____

Sl. No.	Name, Address of the Client	Name of the Project	Project Period		Total Project Cost	I this Project Similar to Current Assignment
			From	To		(Yes / No)
(1)	(2)	(3)	(4)	(5)	(6)	(7)

Note: The information provided in the above table must supported by relevant work order copy.

id

Form 6: Affidavit of not be under Ineligibility

Before the Executive Magistrate/ Notary Public Sri _____

AFFIDAVIT

I, Sri/Smt. _____ aged about _____
S/o./D/o./W/o. _____ Proprietor/Partner/ Director of
M/s. _____ At- _____ Po-
_____, P.S- _____, Dist- _____ do hereby solemnly
affirm and state as follows:

- 1) That pursuant to the tender call notice dt. _____ of DRDA, Angul for Supply of manpower for MGNREGS Scheme, I/my firm/company am/is an intended bidder to participate in the said tender process.
- 2) That as per terms & conditions of the tender documents, I am to declare that, I/my firm/company have not been blacklisted by any Central/State Govt. Organisation or by any Public Sector undertakings of the State/Central Govt.
- 3) That neither any criminal case nor any vigilance case is pending against me/my firm/company before any forum.
- 4) That I/my firm/company not have any record of poor performance, abandoned work, having inordinately delayed completion and having faced Commercial failures etc. for any State Government or Government of India organization/department.
- 5) That this affidavit is required to be produced with tender paper before the Project Director, DRDA, Angul on behalf of Panchayati Raj Department, Government of Odisha.
- 6) That the facts stated above are true to the best of my knowledge and belief.

Identified by me _____

Deponents

Advocate

The above deponent being present before me & duly identified by Sri _____
Advocate states on oath that the facts stated above are true to the best of his/her knowledge.

Deponent

Executive Magistrate/

***Strike out whichever is not applicable.**

Notary Public _____

Appendix-II: Financial Bid

Form 9: Compliance Sheet for Financial Proposal

TCN NO: _____, Date: _____

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

a. Bid Letter (Financial)

Yes/No

(In the format attached at Form 10)

b. Financial Proposal

Yes/No

(In the format attached at Form 11)

Signature of witness

Date:

Place:

Signature of the Bidder

Date:

Place:

Company Seal

Form 10: Bid Letter (Financial Bid)

Location, Date>

To

**Project Director,
DRDA, Angul**

Subject: Submission of the financial bid for Supply of manpower for District Panchayat Resource Centre.

Dear Sir/Madam,

We, the undersigned, offer to provide our services for supply of manpower for MGNREGS Scheme in Angul District in accordance with your Request for Proposal << TCN No. >> Dated <<Date>> and our Proposal (Technical and Financial Proposals). Our Financial Proposal is attached in Form 11. This amount quoted is exclusive of any taxes and duties.

1. PRICE AND VALIDITY

All the prices mentioned in our Tender are in accordance with the terms as specified in the TCN documents. All the prices and other terms and conditions of this Bid are valid for a period 180 days from the date of opening of the Bid.

We hereby confirm that our prices do not include any taxes and duties.

We understand that the actual payment would be made as per the existing tax rates during the time of payment.

2. UNIT RATES

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

3. TENDER PRICING

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

4. QUALIFYING DATA

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

5. BID PRICE

We declare that our Bid Price is for the entire scope of the work as specified in the appropriate section in the TCN. These prices are indicated Commercial Bid attached with our Tender as part of the Tender. Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal.

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

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

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

Thanking you,
Yours sincerely,

Authorized Signature:
Name and Title of Signatory:

Name of Firm with Address



Form 11: Financial Proposal

TCN NO: _____, Date: _____

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

Sl. No.	Proposed Position	Unit Rate per month in RS	No of Positions	Per Months	Value in
(A)	(B)	(C)	(D)	(E)	(E=C X D X E)
1	MGNREGS Assistants	10,000	10	1	To be calculated by the respective DRDA, Angul
2	Additional Computer Programmer	10,000	8	1	
Total Charges towards remuneration of consultants per month					

SL	Particulars	Rate in %	Value in ₹
A	Total Charges towards remuneration of Outsourced staff for one month	NA	
B	Service Charge		
C	Total Quoted Price exclusive of taxes (A+B)		
Quoted Price (C=A+B) in words:			
D	Taxes As Applicable		

Nb: The Price Quoted should be inclusive of Remuneration, EPF & ESI share of the Employee only. The employer share as applicable will be paid extra along with taxes.

Signature of witness

Signature of the Bidder

Date:

Date:

Place:

Place:

Company Seal

Appendix III: Other Formats

Form 12: Performance Bank Guarantee

To
The Project Director,
DRDA, Angul

Whereas, <<name of the supplier and address>> (hereinafter called "the Bidder") has undertaken, in pursuance of contract no. <<insert contract no.>> dated <<insert date>> to provide services for <<name of the assignment>> to **The Project Director, DRDA, Angul** (hereinafter called "the beneficiary")

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

And whereas we, <<name of the bank>> a banking company incorporated and having its head /registered office at <<address of the registered office>> and having one of its office at <<address of the local office>> have agreed to give the supplier such a bank guarantee.

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

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

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

This Guarantee shall be valid until <<Insert Date>>)

Notwithstanding anything contained herein:

- I. Our liability under this bank guarantee shall not exceed Rs<<insert value>> (rupees <<insert value in words>> only).
- II. This bank guarantee shall be valid upto<<insert expiry date>>)
- III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <<insert expiry date>>) failing which our liability under the guarantee will automatically cease.

Seal & Signature of the authorized officer of the Bank

Name & Designation of the Officer

Date:

Seal, Name & address of the bank & address of the branch