



**DISTRICT RURAL DEVELOPMENT AGENCY**

**MAYURBHANJ, BARIPADA**

Dist.-Mayurbhanj, Odisha. Pin-757002

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Letter No. 3185 / DRDA/ Date: 23/03/2020

**INVITATION OF PROPOSAL FOR HIRING OF STAFF ON  
OUTSOURCING BASIS.**

Sealed tenders are invited from reputed Manpower Service Providers to provide the services of 3 nos. of Engineers & 3 nos. of Data Entry Operators (DEOs) in 3 Mining Affected Blocks of Mayurbhanj District under DMF for a period of one year.

The detailed information for outsourcing the service of aforesaid post has been given in the Tender Document which may be downloaded from the District website i.e. ([www.mayurbhanj.nic.in](http://www.mayurbhanj.nic.in)). The last date and time for submission of Tender Document is **30.04.2020 upto 05.00 PM** by Speed Post or Registered Post only at the Address mentioned below.

**Project Director,**

**District Rural Development Agency,**

**Mayurbhanj, Baripada-757002.**

Technical bid will be opened on **01.05.2020 at 11.00 AM.**

Financial bid will be opened on **01.05.2020 at 03.00 PM.**

The undersigned reserves the right to accept or cancel any application without assigning any reason(s) thereof.

  
**Project Director, DRDA & CEO  
DMF, Mayurbhanj.**



**TENDER DOCUMENT**  
**For**  
**Selection for Human Resource Service Provider**  
**Agency to place Engineers & Support Staff for**  
**DISTRICT MINERAL FOUNDATION TRUST (DMFT)**

District Rural Development Agency: Mayurbhanj  
E-Mail : [ori-dmayurbhanj@nic.in](mailto:ori-dmayurbhanj@nic.in)  
Phone No : 06792-260318

**TIME SCHEDULE**

- 1) Publication of Advertisement: 26.03.2020
- 2) Last date of receipt of Tender documents: By on or before 30.04.2020 at 5:00 P.M.
- 3) Pre-Bid Meeting: 17.04. 2020 at 11:00 A.M.
- 4) Opening of Technical Bid: 01.05.2020 at 11.00 A.M.
- 5) Opening of Financial Bid: 01.05.2020 at 3.00 P.M.

**Govt of Odisha**

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1. FACT SHEETS:2

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 DMF.

Clause Reference	Topic
Method of Selection	Quality and Cost Based Selection (QCBS) method shall be used to select the Resource Providing Agency (RSP) for providing <b>3 Engineers and 3 Data Entry Operators for Mayurbhanj District under DMF</b> . The Bidder has to submit the bid in two separate sealed envelopes marked Technical & Price bid. All the bidders will be evaluated on the basis of pre-qualification criteria. Technical evaluation will be done for only those bidders who satisfy all the pre-qualification criteria. Price bid of only those bidders shall be opened who qualify in Technical Bid. Technically qualified bidder, who quotes the least price, will be selected as Service Provider for the assignment. <b>Consortium is not allowed.</b>
Tender Fee	RFP can be Downloaded from the district administration website ( <a href="http://www.mayurbhanj.nic.in">www.mayurbhanj.nic.in</a> ). The bidders are required to submit the document fee of Rs 5,000/- (Rupees Five Thousands) only in shape of Account Payee Demand Draft in favour of the <b>Project Director, DRDA, Mayurbhanj, payable at Baripada</b> from any of the scheduled commercial bank along with the Proposal.
Earnest Money Deposit (EMD)	Earnest Money Deposit of amount Rs 50,000/- (Rupees Fifty Thousand) only in shape of Account Payee Demand Draft or Banker's Cheque as suggested in guidelines circulated by Finance Department vide No.42280/F. Dt.26.09.2011 (in the format specified in Appendix I: Form 7) in favour of the <b>Project Director, DRDA Mayurbhanj, payable at Baripada</b> from any scheduled commercial bank must accompany with the technical bid.
Scope of Work	Selected Service Provider is expected to implement and execute a MoU with respective DRDA, Mayurbhanj for a period of 1 year.
Project Timeline	1 Year. The Timeline may be extended on requirement of DMFT and 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: <b>The Project Director, DRDA &amp; CEO, DMF, Mayurbhanj through registered post or speed post only.</b> 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 DMFT".

## 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 RFP Document.

## 3. BACKGROUND INFORMATION

District Mineral Foundation (DMF) is statutory body established by the State Government. They derive their legal status from section 9B of Mines and Minerals (Development and Regulation) Act, 1957 as amended on 26th March, 2015 as Mines and Minerals (Development and Regulation) Amendment Act, 2015. This amendment came into force from 12th January, 2015. Each DMF is a trust established in the mining affected districts across the country. The objective of DMF is to work for the interest of the persons and areas affected by mining related operations in such manner as may be prescribed by the State Government, from time to time. It invites TOR for expression of interest to provide Engineers and DEOs under DMF, Mayurbhanj. The DMFT 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 monitor projects works taken up under DMF in mining affected blocks.

## 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, Mayurbhanj on behalf DMFT.
- 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 & CEO, DMF, Mayurbhanj on behalf of the DMFT, Mayurbhanj. Any notification of preferred bidder status by the DRDA, Mayurbhanj or DMFT shall not give rise to any enforceable rights by the Bidder. The Project Director, DRDA & CEO, DMF, Mayurbhanj on behalf of DMFT may cancel this procurement at any time prior to a formal written contract being executed.

### 4.2. Pre-Bid Meeting

- i. The Bidders' designated representatives are invited to attend the **Pre-Bid meeting** at their own cost, which will take place at DRDA, Mayurbhanj. The date and time of the meeting will be communicated to the bidder by the Project Director, DRDA & CEO, DMF, Mayurbhanj.
- ii. The purpose of the meetings will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- iii. The prospective bidders are requested, to submit any queries in format Form 13 in advance to reach Project Director, DRDA & CEO, DMF, Mayurbhanj of respective district on or before the stipulated date as mentioned on the cover page of the tender document through e-mail of DRDA only as it may not be practicable at the Pre-Bid meeting to answer all questions instantly. Any requests for clarifications received after the indicated date and time may not be entertained by the DRDA, Mayurbhanj.
- iv. The Committee notified by Collector & Chairperson-cum- Managing Trustee, DMF, Mayurbhanj will endeavor to provide timely response to all queries. However, DRDA, Mayurbhanj neither makes

representation or warranty as to the completeness or accuracy of any response made in good faith, nor does the agency undertake to answer all the queries that have been posed by the bidders.

- v. At any time prior to the last date for receipt of bids, Project Director, DRDA & CEO, DMF, Mayurbhanj on behalf of DMFT may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Tender document by a corrigendum.
- vi. The corrigendum (if any) & clarifications to the queries from all bidders will be posted on district administration website
- vii. Any such corrigendum shall be deemed to be incorporated into this Tender.
- viii. In order to provide prospective Bidders reasonable time for taking the corrigendum into account, Project Director, DRDA & CEO, DMF, Mayurbhanj on behalf of DMFT may, at its discretion, extend the last date for the receipt of Proposals.

#### **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 RFP document with full understanding of its implications.
- ii. Failure to comply with the requirements of this paragraph or any clause of the RFP may render non-compliant and the proposal may be rejected. Bidders must:
  - include all documentation specified in this RFP;
  - Follow the format prescribed in this RFP and respond to each element in the order as set out in this RFP.
  - Comply with all requirements as set out within this RFP.

#### **4.4. Key Requirements of the Bid**

##### **4.4.1. Right to Terminate the Process**

- i. Project Director, DRDA & CEO, DMF, Mayurbhanj on behalf of DMFT may terminate the Tender process at any time and without assigning any reason thereof. Project Director, DRDA & CEO, DMF, Mayurbhanj or DMFT makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- ii. The submission of tender paper does not constitute an offer by Project Director, DRDA & CEO, DMF, Mayurbhanj or DMFT. 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**

- i. Tender document can be downloaded from the website of Mayurbhanj district. The bidders are required to submit the non-refundable tender document Fee of Rs 5,000/- (Rupees Five Thousand) only in shape of an Account Payee Demand Draft in favour of Project Director, DRDA, Mayurbhanj and payable at Baripada from any 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)**

- a) Bidders shall submit, along with their Technical Bids, EMD of Rs 50,000/- (Rupee Fifty Thousand) only in the shape of an Account Payee Demand Draft or Banker's Cheque as suggested in guidelines circulated by Finance Department vide No.42280/F. Dt.26.09.2011 (in the format specified in Appendix I: Form 7) from any Scheduled Commercial bank in favour of

Project Director, DRDA, payable at the district headquarter, and shall be valid for 90 days from the due date of the tender / tender paper.

- b) EMD of all unsuccessful bidders would be refunded by the DRDA, Mayurbhanj within 90 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.
- c) The EMD amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.
- d) The tender paper submitted without EMD, mentioned above, will be summarily rejected.
- e) The EMD may be forfeited:
  - If a bidder withdraws its bid during the period of bid validity.
  - In case of a successful bidder, if the bidder fails to sign the contract in accordance with this 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.

#### **4.4.4. Performance Bank Guarantee**

- Bank Guarantee in the prescribed format [Form 12] in favor of the Project Director, DRDA & CEO, DMF, Mayurbhanj shall be submitted by the successful bidder equivalent to 10% of the quoted service charge before execution of the agreement.
- The Bank guarantee shall be valid for a period of 12 months from the date of intimation to the selected bidder for execution of the agreement.
- Agreement shall be executed on confirmation of the Performance Bank Guarantee from the Concerned Bank.

#### **4.4.5. Submission of Proposals**

- a) The bidders shall submit their 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 "Price Bid" respectively.
- c) Please Note that Prices shall not be indicated in the Technical Bid but shall only be indicated in the Price Bid.
- d) The two envelopes containing copies of Technical Bid and Price Bid shall be put in another single sealed envelope clearly marked "Proposal for Selection of Resource Providing Agency for DMFT".

- 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 meetings/ discussions/ presentations, preparation of tender paper, in providing any additional information required by the DMFT to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process. DRDA, Mayurbhanj or DMFT 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 register post/ speed post [Indian Post] only. No other way of submission of tender paper including submission through courier shall be considered. DRDA, Mayurbhanj shall not be responsible for any postal delay.

***The bid along with documents may be submitted to the Project Director, DRDA, Mayurbhanj:***

**At: Murgabadi, Post: Bhanjpur**

**Baripada- 757002**

**E Mail: [ori-dmayurbhanj@nic.in](mailto:ori-dmayurbhanj@nic.in)**

**Last Date & Time of Submission: By on or before 30.04.2020 at 5:00 P.M.**



#### 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, Mayurbhanj 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 & CEO, DMF, Mayurbhanj 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) Project Director, DRDA & CEO, DMF, Mayurbhanj will constitute a Tender Evaluation Committee [Tender Committee] to evaluate the responses of the bidders.
- b) The Tender Evaluation Committee constituted by the Project Director, DRDA, Mayurbhanj 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. No correspondence will be entertained outside the process of negotiation/ discussion with the Committee.
- d) The Committee may ask for meetings with the Bidders to seek clarifications on their proposals
- e) The Committee reserves the right to reject any or all proposals on the basis of any deviations.
- f) Each of the 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 RFP document. The decision of the Committee will be final in this regard.

## 5. Criteria for Evaluation

Proposals for this contract will be assessed in accordance with Quality and Cost-based Selection (QCBS) system. All bids will primarily be evaluated on the basis of eligibility criteria. The Tender Committee will carry out a detailed evaluation of the Technical Proposals, only those who qualify all eligibility criteria by taking into account the following factors:

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

In order to facilitate the technical proposal evaluation, the technical criteria laid down have been presented in subsequent sections. Bidders satisfying all the pre-qualification criteria would be considered for technical evaluation. Bidders qualifying in the technical evaluation will only be considered for further financial bid evaluation. Bids of 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. Pre-Qualification Criteria

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"> <li>• The bidder must be a Company registered under the Indian Companies Act, 1956 and be in business for more than 5 years in India as on last date of submission of bid.</li> <li>• The bidder must be registered with GST, EPF, ESI, PAN and up-to-date IT return for last three years.</li> </ul>	Certificates of incorporation. <ul style="list-style-type: none"> <li>• GST Registration Certificate.</li> <li>• EPF Registration Certificate with number.</li> <li>• ESI Registration Certificate with number.</li> <li>• PAN copy.</li> <li>• IT Return for last 3 years.</li> </ul>

SI No	Basic Requirement	Specific Requirements	Documents Required
2.	Average Annual Turnover and Positive Net-worth	<ul style="list-style-type: none"> <li>Average Annual Turnover during last three financial years (as per the last published Balance sheets), should be minimum Rs 25,00,000/- (Rupees Twenty Five Lakhs) only.</li> <li>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.</li> </ul>	Copy of the Audited Balance sheet and Profit & Loss Account; Showing the relevant trade for last three FY (2016-17, 2017-18 & 2018-19)
3.	Consortiums	Not allowed.	
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 5,00,000/- (Rupees Five Lakhs) only in government sector in India primarily related to Project Management Consulting/ Supplying professional manpower/ Implementation of e-Governance solution (Other than supply of Hardware and Data Entry) in last three financial years	Work order from the client mentioning details of order and amount of claim.
6.	Local Presence of the bidder	The bidder's local presence is desirable but not essential.	Self-Certified letter on existence of local office along with necessary evidence.
7.	Blacklisting	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 31.03.2019 must be submitted on original letter head of the bidder with signature and stamp.	Affidavit in prescribed format [Form 6]
8.	Tender Fees	The Bidder must have submitted Rs. 5,000/- (Rupees Five Thousand Only) towards the cost of the Tender Document.	In shape of Account Payee DD from any Scheduled Commercial Bank.
9.	EMD	The Bidder must have furnished the EMD of Rs.50,000 (Rupees	In shape of Account Payee DD or Banker's Cheque as

		Fifty Thousand Only).	suggested in guidelines circulated by Finance Department vide No.42280/F. Dt.26.09.2011 (in the format specified in Appendix I: Form 7) from any Scheduled Commercial Bank
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## 5.2. Technical Evaluation

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

CRITERIA	MAX MARKS
Specific experience of the bidder relevant to the assignment	20
Approach, Methodology, Work Plan and understanding of the assignment	30
Key Professional Staff Qualification and competency for the assignment	40
Financial strength of the bidder	10
<b>Total</b>	<b>100</b>

## 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 RFP for in case of any discrepancy in Financial Proposal. Technically qualified bidder quoting the lowest price will be declared as preferred bidder.

## 6. Appointment of Service Provider Agency

### 6.1. Award Criteria

Project Director, DRDA & CEO, DMF, Mayurbhanj on behalf of DMFT 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, Mayurbhanj on behalf of DMFT 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 & CEO, DMF, Mayurbhanj on behalf of DMFT 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, Mayurbhanj 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, Mayurbhanj will notify each unsuccessful bidder and return their EMD.

#### **6.4. Contract Finalization and Award**

Project Director, DRDA & CEO, DMF, Mayurbhanj on behalf of DMFT 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 & CEO, DMF, Mayurbhanj on the successful bidder that its proposal has been accepted, Project Director, DRDA & CEO, DMF, Mayurbhanj on behalf of DMFT 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, Mayurbhanj on behalf of DMFT 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, Mayurbhanj shall forfeit the EMD of the successful bidder.

#### **6.7. Period of Contract:**

The period of contract shall be for a period of one year from the date of execution of agreement. The period may be extended 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 Resource Providing Agency (RPA) will be completely responsible to Project Director, DRDA, Mayurbhanj and report to him for regular activities.

Following are the key responsibilities of agency.

- a) Must ensure that Three Engineers and three DEOs to be engaged by the agency in a DMF, Mayurbhanj.
- b) Overall monitoring of staff deployed in DMF.
- c) **Engagement and deployment of Engineers & DEOs 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 & CEO, DMF, Mayurbhanj 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 arised. 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 Engineers & DEOs are found to be not performing or not meeting the expectations of the DMFT, the Resource Providing Agency shall find a replacement for the Engineers & DEOs. Project Director, DRDA CEO, DMF, Mayurbhanj will evaluate the replacement profile and indicate the acceptance / rejection of the profile.
- h) The Engineers & DEOs will be exclusively deployed in DMFT, Mayurbhanj 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**

DMFT, Mayurbhanj is intended to provide management, technical and handholding support to ensure effective and timely implementation of activities under DMF. For incubating a culture of delivery at grass root level, full time professionals have extensive experience in field and other areas relating to rural development.

To start with Districts will look for Engineers and DEOs to fulfill the assignments as envisaged below:

### 7.3. Eligibility and Responsibilities

Sl. No	Position	Qualification & Experience	Activities
01	<p><b>CIVIL Engineering Expert</b></p> <p>(Post-01) for each 03 affected block.</p> <p>Remuneration- Rs. 40000/- per Month (Consolidated remuneration)</p> <p>H.Q- Kusumi, Rairangpur and Jashipur.</p> <p>Age- Not more than 40 Yrs as on-01.01.2020</p>	<p>B.E/ BSC Engg / B-Tech/Diploma in Civil Engineering</p> <p>At least 5 years experience of working in an engineering role in State Govt./ Central Govt./ State or Central Govt., PSU/ Reputed private construction related firm.</p>	<p>Surveying, Planning, Designing Estimating, Evaluating, Monitoring, Reviewing, Supervising follow of action, Quality Controlling Etc. of civil engineering construction projects in Rural and Urban areas.</p> <ul style="list-style-type: none"> <li>• Knowledge of procurement, Tendering, OPWD code, Contracting S/R and A/R</li> <li>• Adequate knowledge on project management as per SWOT Matrix</li> <li>• Study of Drawing verifying bills and vouchers.</li> <li>• Basic Computer knowledge.</li> <li>• Extensive touring with night Halts.</li> <li>• Ensure timely Completion of the Projects.</li> <li>• Working in Complex Environment.</li> <li>• Coordinate with Executive Agencies and Other Government Bodies.</li> <li>• Prepare the documentation PPT, Success stories, Impact Analysis periodically.</li> <li>• Any other works as per Desired of the Authority.</li> <li>• Good Communication Skill in Hindi, English, Odia..</li> </ul>

2.	<p><b>Data Entry Operators (DEOs)</b></p> <p>(Post-01) for each 03 affected block.</p> <p>Remuneration - Highly Skilled wages as per the notification of the Labour Commissioner, Odisha, Bhubaneswar vide Letter No. 11688 dt. 7.11.2019</p> <p>H.Q- Kusumi, Rairangpur and Jashipur.</p> <p>Age- Not more than 40 Yrs as on-01.01.2020</p>	<ol style="list-style-type: none"> <li>1. The Minimum Educational Qualification for Data Entry Operator (DEO) will be Graduation in any discipline with PGDCA from any recognized govt. institute.</li> <li>2. The Candidate shall be well conversant in computer and essentially well trained in MS Office and internet. He should also be proficient in other standard packages &amp; applications.</li> <li>3. The Candidate shall have working knowledge of English and Oriya.</li> <li>4. The candidate should have a speed of 4000 characters per minute in English.</li> </ol>	<ul style="list-style-type: none"> <li>• Prepare Daily Report under DMF</li> <li>• Documentation</li> <li>• Social Media handling</li> <li>• DMF portal update</li> <li>• Any work assigned by the Authority.</li> </ul>
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### 7.4. Payment Terms

The Service Provider can raise claim on calendar month basis according to the number of manpower engaged in the project. The department 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 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, Mayurbhanj 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 Baripada courts 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

RFP 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	Copy of GST Registration Certificate		
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, 2019		
5	Tender Paper Cost (DD No.: _____, Amount: _____, Bank: _____, Date: _____)		
6	Earnest Money (DD 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

Date:

Place:

Signature of the Bidder

Date:

Place:

Company Seal

**Form 2: Bid Letter (Technical Bid)**

RFP NO: \_\_\_\_\_, Date: \_\_\_\_\_

<Location, Date>

To

**The Project Director, DRDA & CEO  
DMF, Mayurbhanj**

**Subject:** Submission of the Technical bid for supply of manpower for Engineers & DEOs for DMF at District.

Dear Sir/Madam,

We, the undersigned, offer to provide our services to the **Project Director, DRDA & CEO, DMF, Mayurbhanj** 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 RFP document. We would hold the terms of our bid valid for 180 days as stipulated in the RFP document.

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

Yours sincerely,

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

Name of the Firm:

Address:

Location:

Date: