



District Employment Exchange  
Keonjhar, Odisha

RFP No: 001 /2023

Date: 13.07.2023

**REQUEST FOR PROPOSAL**

**Selection of Agencies for Providing Manpower for Security & Housekeeping under DMF Keonjhar**

District Employment Officer (DEO), Keonjhar, Govt. of Odisha, invites sealed proposals from eligible bidders for "Selection of Agencies for Providing Manpower for Security & Housekeeping under DMF Keonjhar"

Bidders fulfilling the prescribed eligibility criteria of the RFP can access and download the complete RFP Document and other details from <https://kendujhar.nic.in>  
The major events under the bid process are:

Sr. No.	List of Key Events	Critical Dates
1	Date of Issue of RFP	13.07.2023
2	Last Date for Submission of Bid	24.07.2023 at 11.00 AM
3	Date of Opening of Technical Bid	24.07.2023 at 11.30 AM
4	Date of Opening of Financial Bid	Will be communicated to the qualifying bidders via email

The proposal complete in all respects must reach the undersigned by **Speed Post/Registered Post/By Hand** latest by **24.07.2023 before 11.00 AM** in a sealed envelope clearly mentioning on the top of it "Selection of Agencies for Providing Manpower for Security & Housekeeping under DMF Keonjhar". The proposals received beyond the last date and time will be rejected. The authority reserves the right to reject any/all proposals without assigning any reason thereof.

**Address for Submission of Proposal:**  
C/O SKILL DEV IN IT DOMAIN DEEX KJR  
District Employment Officer  
District Employment Exchange,  
Park lane, Jagannathpur,  
Keonjhargarh, Keonjhar-758001, Odisha

  
District Employment Officer  
Keonjhar

# Request for Proposal

Selection of Agencies for Providing Manpower for Security & Housekeeping under DMF Keonjhar



**District Employment Officer (DEO), Keonjhar**  
**Government of Odisha**

July 2023

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## **Disclaimer**

This Request for Proposal (RFP) is issued by the District Employment Officer, Keonjhar, Odisha, hereinafter referred to as DEO Keonjhar, Government of Odisha.

While the information in this RFP has been prepared in good faith, it does not support to be comprehensive or to have been independently verified. Neither DEO Keonjhar, Odisha nor any of its officers or employees, nor any of their advisers nor consultants accept any liability or responsibility for the accuracy, reasonableness or completeness of, or for any errors, omissions or misstatements, negligent or otherwise, relating to the proposed assignment, or makes any representation or warranty, express or implied, with respect to the information contained in this RFP or on which this RFP is based or with respect to any written or oral information made or to be made available to any of the recipients or their professional advisers and, so far as permitted by law and except in the case of fraudulent misrepresentation by the party concerned, and liability therefore is hereby expressly disclaimed.

The information contained in this RFP is selective and is subject to updating, expansion, revision, and amendment at the sole discretion of the DEO Keonjhar, Odisha who is the Client. It does not claim to contain all the information that a recipient may require for the purposes for deciding for participation in this selection process. Each bidder must conduct its own analysis of the information contained in this RFP, to correct any inaccuracies therein and is advised to carry out its own investigation into the proposed assignment, the regulatory regime which applies thereto and by and all matters pertinent to the project and to seek its own professional advice on the legal, financial, and regulatory consequences of entering into any agreement or arrangement relating to the project.

This RFP includes certain statements, information, projections, and forecasts with respect to the proposed assignment. Such statements, information, projections, and forecasts reflect various assumptions made by the management, officers, and employees of the DEO Keonjhar, Odisha / Client, which (the assumptions and the base information on which they are made) may or may not prove to be correct. No representation or warranty is given as to the reasonableness of forecasts or the assumptions on which they may be based and nothing in this RFP is, or should be relied on as, a promise, representation, or warranty.

DEO Keonjhar, Government of Odisha shall be the sole and final authority with respect to selection of an Agency for the purpose through this RFP.

# Section I: Letter of Invitation and Factsheet

## 1. Letter of Invitation

Dated:

RFP No:

Name of the Assignment: Selection of Agencies for Providing Manpower for Security & Housekeeping under DMF Keonjhar.

The "District Employment Officer, Keonjhar" Government of Odisha (The Client) invites sealed proposal from eligible bidder under the process for "Selection of Agencies for Providing Manpower for Security & Housekeeping under DMF Keonjhar" More details on the proposed study are provided at Section-3: Terms of Reference (ToR) of this RFP Document.

1. A bidder will be selected under Least Cost Based Selection procedure as prescribed in the RFP Document in accordance with the procedures prescribed herewith circulated vide Office Memorandum No. 37323/F, Dated: 30.11.2018 of Finance Department, Govt. of Odisha.
2. The proposal, complete in all respect as specified in the RFP Document must be accompanied with a non-refundable amount of INR. 10,000/- (Rupees Ten Thousand only) towards Bid Processing Fee and a **Refundable amount towards EMD of INR 1,00,000/- (Rupees One Lakh only)** in form of **Demand Draft (DD)** in favour of "**SKILL DEV IN IT DOMAIN DEEX KJR**" drawn from any Scheduled/Nationalized Bank and payable at Keonjhar, Odisha failing which the bid will be rejected.
3. The proposal must be delivered at the specified address as per the Bidder Data Sheet by Hand/ Speed post / Registered Post only. The Client shall not be responsible for postal delay or any consequence. Submission of proposal through any other mode will be rejected.
4. The last date and time for submission of proposal complete in all respects is **Dt. 24.07.2023 before 11.00 AM** and the date of opening of the technical proposal is **24.07.2023 at 11.30 AM** in the presence of the bidder's representative at the specified address as mentioned in the Bidder Data Sheet. Representatives of the bidders may attend the meeting with due authorization letter on behalf of the bidder.
5. This RFP includes following sections:
  - a. Letter of Invitation [Section – I]
  - b. Instructions to the Bidder [Section – II]
  - c. Terms of Reference [Section – III]
  - d. Technical Proposal Submission Forms [Section – IV]
  - e. Financial Proposal Submission Form [Section – V]
  - f. Annexure [Section – VI]
6. While all information/data given in the RFP are accurate within the consideration of scope of the proposed assignment to the best of the Client's knowledge, the Client holds no responsibility for accuracy of information, and it is the responsibility of the bidder to check the validity of information/data included in this RFP. The Client reserves the right to accept / reject any / all proposals / cancel the entire selection process at any stage without assigning any reason thereof.

  
District Employment Officer  
Keonjhar, Odisha

## 2. Bidder Data and Factsheet

Sr. No.	Particular	Details
1	Name of the Client	District Employment Officer (DEO), Keonjhar
2	Method of Selection	Least Cost Method
3	Availability of RFP Document	<a href="https://kendujhar.nic.in">https://kendujhar.nic.in</a>
4	Date of Issue of RFP	13.07.2023
5	Last Date for submission of Proposal	24.07.2023 by 11.00 AM
6	Date of opening of Technical Proposal	24.07.2023 at 11.30 AM
7	Date of opening of Financial Proposal	Will be communicated to the qualifying bidders via email
8	Contact Person / Address for Submission of Proposal	<b>C/O SKILL DEV IN IT DOMAIN DEEX KJR</b> <b>District Employment Officer</b> <b>District Employment Exchange,</b> Park lane, Jagannathpur, Keonjhar, Keonjhar-758001, Odisha
9	Place of Opening of Proposal	2 <sup>nd</sup> Floor, Zilla Parishad Conference Hall, Zilla Parishad Building, Collectorate, Keonjhar
10	Mode of Submission	By Hand / Speed Post / Registered Post only to the address as specified above during the office hour only. Submission of bid through any other mode and late bid will be rejected
11	Bid Processing Fee (Non-Refundable)	INR10,000/- (Rupees Ten Thousand only) (including GST) in the form of demand draft (DD) drawn in favour of "SKILL DEV IN IT DOMAIN DEEX KJR" drawn in any Nationalized / Scheduled Bank payable at Keonjhar.  The bid processing fee shall be submitted along with the 1 <sup>st</sup> Inner Envelope of the Technical Proposal.
12	Earnest Money Deposit (EMD) (Refundable)	INR 1,00,000/- (Rupees One Lakh only) in the form of demand draft drawn in favour of "SKILL DEV IN IT DOMAIN DEEX KJR" drawn in any Nationalized / Scheduled Bank payable at Keonjhar.  The EMD shall be submitted along with the 1 <sup>st</sup> Inner Envelope of the Technical Proposal.
13	Performance Bank Guarantee	3% of the entire contract value
14	Name of the Project	<b>Selection of Agencies for Providing Manpower for Security and Housekeeping under DMF Keonjhar</b>
15	Method of Selection	Least Cost Method

### NOTE:

- The Client reserves the right to change any schedule. Please visit the website '<https://kendujhar.nic.in>' regularly for the same.
- Proposals must be submitted before the date, time and venue mentioned in the Factsheet through Speed/Registered Post. Proposals that are received after the deadline will not be considered.

  
 District Employment Officer,  
 Keonjhar

## Section II: Instructions to the Bidders

### 1. Pre-Qualification Criteria

Before opening and evaluation of the technical proposals, each bidder will be assessed based on the following pre-qualification criteria. The bidder is required to produce the copies of the required supportive documents / information as part of their technical proposal failing which the proposals will be rejected.

Sr. No.	Basic Requirement	Specific Requirement	Documents Required*
1	Registration	The Agency shall be organization registered under registered under Indian Companies Act, 1956/2013 or a Society registered under The Societies Registration Act, 1860 or a Trust registered under the Indian Trusts Act, 1882 or a Partnership Firm registered under the Indian Partnership Act, 1932 or a Limited Liability Partnership registered under The Limited Liability Partnership Act, 2008.	<ul style="list-style-type: none"> <li>• Copy of Registration/ Certificate of Incorporation</li> <li>• PAN Document</li> <li>• GST Certificate</li> </ul>
2.	Operation	The Agency shall have been in operation for the past three (3) years as on the date of submission of the RFP and filed ITRs for the last 3 FYs i.e., 2019-20, 2020-21 and 2021-22.	Last three FY's Audited Financial Statement duly signed by a Chartered Accountant for 2019-20, 2020-21 and 2021-22.
3	Turnover	The Agency shall have an average turnover of minimum <b>INR 5.00 Crore (INR. Five Crores)</b> over the last three financial years (FY 2019-20, 2020-21 and 2021-22).	Certificate from statutory auditor / Audited financial statements for the three previous financial years ending March 2021 i.e., FY 2019-20, 2020-21 and 2021-22.
4	Previous Work Experience	The Bidders must have atleast (3) Three years of experience in business for providing similar type of Services to Central/State Government/Autonomous Bodies/PSU etc. with a minimum contract value of INR 1 Cr. In the last three years	Copies of Work Orders/ Sanction Orders / MOUs/ Engagement Letters/ Completion Certificates or equivalent documentary evidence should be provided as proof. Documents in other languages should be supplemented by an English translated copy.
5	Blacklisting	Applicant/Bidder should not be blacklisted by any Central/State Government/Public Sector Undertaking / Judicial pronouncement in India.	Notarized declaration as per TECH 10
6	Authorized Representative	A Power of Attorney in the name of the person signing the proposal.	Original Power of Attorney, notarized on Rs.100.00 Bond paper
7	Exclusion of Consortium	No consortium / JVs / Associations/ Single proprietorship / subcontracting shall be allowed under this project.	Declaration of submitting as independent Agency from the Authorized Signatory
8	EPF and ESIC Registration	Must have EPF and ESIC Registration in Agencies name	Latest Challan Deposit Slip
8	Bid Processing Fee (Non-Refundable)	INR 10,000/- (Rupees Ten Thousand only) in the form of demand draft (DD) drawn in favour of "SKILL DEV IN IT DOMAIN DEEX KJR"	Cost of Tender/ Tender Fee in form of DD

		drawn in any Nationalized / Scheduled Bank payable at Keonjhar.  The bid processing fee shall be submitted along with the 1 <sup>st</sup> Inner Envelope of the Technical Proposal.	
9	Earnest Money Deposit (EMD) (Refundable)	INR 1,00,000/- (Rupees One Lakh only) in the form of demand draft drawn in favour of “SKILL DEV IN IT DOMAIN DEEX KJR” drawn in any Nationalized / Scheduled Bank payable at Keonjhar.  The EMD shall be submitted along with the 1 <sup>st</sup> Inner Envelope of the Technical Proposal.	Earnest Money Deposit Fee in form of DD
<b>9 Note*:</b>			
<p>i. The photocopies of documents submitted towards Pre-qualification criteria are to be substantiated through production of originals, whenever asked for / whenever required.</p> <p>ii. If any of the above original documents are not produced whenever asked for/ required, the proposals shall be rejected and termed as non-responsive, at any time of the evaluation till issuance of Letter of Intent / Supply Order / signing of MOU.</p> <p>iii. Bidders should submit the required supporting documents as mentioned above. Bids not conforming to the eligibility criteria and non-submission of required documents as listed above will lead to rejection of the bid.</p> <p>iv. Submission of forged documents will also result in rejection of the bid. Bidders are advised to study all instructions, forms, terms &amp; conditions, and other important information as mentioned in the RFP Document.</p> <p>v. The proposal must be complete in all respect, indexed, pages numbered and spiral bound. Each page should be numbered and signed (in full) by the authorized representative (as per TECH 4). A table of content, enumerating the page numbers of each document should be mentioned at the start of each proposal.</p>			

## 2. Documents / Formats for submission along with Technical Proposal

The bidder must furnish the following documents duly signed in along with their Technical Proposal:

1. Filled in Bid Submission Check List in Original (Annexure-I)
2. Covering letter (TECH – 1) on bidder’s letterhead requesting to participate in the selection process.
3. Bid Processing Fee & EMD as applicable.
4. Copy of Certificate of Incorporation/ Registration.
5. Copy of PAN.
6. Copy of Goods and Services Tax Identification Number (GSTIN). Copy of EPF and ESIC Paid Challans of last month.
7. General Details of the Bidder (TECH – 2).
8. Financial Details of the bidder (TECH – 3) along with all the supportive documents as applicable duly signed as per the instruction (Copies of IT Return for the last three Financial years i.e., FY 2019-20, 2020-21 and 2021-22, Turnover Certificate from Chartered Accountant / Statutory auditor / Photocopy of Audited financial statements: P/L and Balance Sheet).
9. Power of Attorney (TECH – 4) in favour of the person signing the bid on behalf of the bidder / TSP.
10. List of completed assignments of similar nature (Past Experience Details, TECH – 5) along with copies of contracts / work orders / completion certificate from previous Clients.
11. Self-Declaration regarding Conflict of Interest (TECH - 6)
12. TECH - 7 till TECH - 8.
13. Note:
  - i. Bidders should submit the required supporting documents as mentioned above. Bids not conforming to the eligibility criteria and non-submission of required documents as listed above will lead to rejection of the bid.
  - ii. Submission of forged documents will also result in rejection of the bid. Bidders are advised to study all instructions, forms, terms & conditions, and other important information as mentioned in the RFP document.
  - iii. The photocopies of documents submitted for Technical Proposal are to be substantiated through production of originals, whenever asked for/ whenever required. If any of the above original documents are not produced whenever asked for/ required, the proposals shall be rejected and termed as *non-responsive, at any time during evaluation till issuance of Supply Order / signing of MOU.*
  - iv. The proposal must be complete in all respect, indexed, pages numbered and spiral bound. Each page should be numbered and signed (in full) by the authorized representative (as per TECH 4). A table of content, enumerating the page numbers of each document should be mentioned at the start of each proposal.

### 3. Bid Processing Fee

The bidder must furnish as part of technical proposal, the required bid processing fee amounting to INR 10,000/- (Ten Thousand Rupees Only) in shape of DD from any Nationalized / Scheduled Bank in favour of "SKILL DEV IN IT DOMAIN DEEX KJR". Proposals received without bid processing fee will be out rightly rejected.

### 4. Earnest Money Deposit (EMD)

1. The bidder must furnish as part of the technical proposal, an Earnest Money Deposit (EMD) amounting to INR 1,00,000/- (Rupees One Lakh only) in shape of DD from any scheduled/nationalized bank in favor of "SKILL DEV IN IT DOMAIN DEEX KJR" payable at Keonjhar.
2. If the bidder is registered with Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) then to avail its benefits related to RFP, necessary documents shall be submitted along with technical bid documents.
3. The EMD of unsuccessful bidders shall be refunded after finalization of selection process and award of contract.
4. The EMD of the successful bidder will be released only after furnishing of the required Performance Bank Guarantee (PBG) and signing of the contract.
5. The EMD will be forfeited on account of the following reasons:
  - i. Bidder withdraws its proposal during the bid validity period as specified in RFP.
  - ii. Bidder does not respond to requests for clarification of its proposal.
  - iii. Bidder fails to provide required information during the evaluation process or is found to be non-responsive or has submitted false information in support of its qualification.
  - iv. If the bidder fails to:
    - a. Provide any clarifications to the Client.
    - b. Agree to the decisions of the contract negotiation meeting.
    - c. Sign the contract within the prescribed time period. Furnish required Performance Bank Guarantee in time.
  - v. Any other circumstance which holds the interest of the Client during the overall selection process.

### 5. Validity of the Proposal

Proposals shall remain valid for a period of **180 (One Hundred Eighty Days)** from the date of opening of the Technical Proposal. The Client reserves the rights to reject a proposal valid for a shorter period as non- responsive and will make the best efforts to finalize the selection process and award of the contract within the bid validity period. The bid validity period may be extended on mutual consent.

### 6. Submission of Proposal

Bidder must submit their proposals by **Hand / Registered Post / Speed Post only** to the specified address on or before the last date and time for submission of proposals as mentioned in Bidder Data Sheet. The Client will not be responsible for postal delay / any consequence in receiving of the proposal. The proposal must be submitted in two parts. Each part should be separately bound with no loose sheets. Each page of the two parts should be page numbered and in conformation to the eligibility qualifications and clearly indicated using an index page. The Client will not consider any proposal that arrives after the deadline as prescribed in the Bidder Data Sheet. Any Proposal received after the deadline will be out rightly rejected by the Client. The procedure for submission of the proposal is described below:

#### 1. Technical Proposal (Original):

The envelope containing technical proposal shall be sealed and superscripted as "**Technical Proposal – Selection of Agencies for Providing Manpower for Security & Housekeeping under DMF Keonjhar**" and to be furnished inside one envelope. The duly filled-in technical proposal submission forms, with all the supportive documents and information must be furnished as part of technical proposal.

#### 2. Financial Proposal (Original):

The envelope containing financial proposal shall be sealed and superscripted as "**Financial Proposal – Selection of Agencies for Providing Manpower for Security & Housekeeping under DMF Keonjhar**". The duly filled-in financial proposal submission forms should contain the detail price offer for the proposed assignment and to be furnished as per the prescribed format only.

The "**Technical Proposal**" and "**Financial Proposal**" must have to be submitted in two separate sealed envelopes (with respective marking in bold letters) along with the prescribed formats/information mentioned in the RFP Document. The first envelope must be marked as "**TECHNICAL PROPOSAL Selection of Agencies for Providing Manpower for Security & Housekeeping under DMF Keonjhar**".

The second envelope must be marked as “**FINANCIAL PROPOSAL - Selection of Agencies for Providing Manpower for Security & Housekeeping under DMF Keonjhar**” and it should contain Financial Proposal only. Both the above envelopes must be sealed and placed inside a third main envelope with proper labelling of following information in bold:

**NAME OF THE ASSIGNMENT:**

**RFP NUMBER AND DATE:**

**NAME OF THE BIDDER:**

**DEADLINE FOR SUBMISSION OF BID:**

**NAME AND ADDRESS OF THE BIDDER:**

**CONTACT NUMBER OF THE BIDDER:**

**EMAIL ID OF THE BIDDER:**

*Any deviation from the prescribed procedures / information / formats / conditions shall result in out-right rejection of the proposal. All the pages of the proposal must be sealed and signed by the authorized representative of the bidder. Bids with any conditional offer shall be out rightly rejected. All pages of the proposal must have to be sealed and signed by the authorized representative of the bidder. Any conditional bids will be rejected.*

## 7. Opening of the Proposal

The FIRST ENVELOPE containing **TECHNICAL PROPOSAL** will be opened in the initial stage by the Client in presence of the bidder’s representatives at the location, date specified in the Bidder Data Sheet. The Client will constitute a Consultant Evaluation Committee (CEC) to evaluate the proposals submitted by bidders. Only one representative with proper authorization letter from the participating bidder will be allowed to attend the bid opening meeting. The SECOND ENVELOPE containing **FINANCIAL PROPOSAL** only of the technically qualified bidders will be opened after completion of technical evaluation stage. The date for opening of the financial proposal will be intimated accordingly to the technically qualified bidders well in advance.

## 8. Evaluation of Proposal

A Three stage evaluation process will be conducted as explained below for evaluation of the proposals:

**1. Evaluation (1<sup>st</sup> Stage) \*:** Preliminary evaluation of the proposals will be done to determine whether the proposal complies with the prescribed eligibility condition and the requisite documents / information have been properly furnished by the bidder or not. Submission of following documents / information will be verified:

- Filled in Bid Submission Check List in Original (**Annexure-I**)
- Covering letter (**TECH 1**) on bidder’s letterhead requesting to participate in the selection process
- Bid Processing Fee and EMD as applicable
- Copy of Certificate of Incorporation/ Registration.
- Copy of PAN
- Copy of Goods and Services Tax Identification Number (GSTIN). Copy of EPF and ESIC Paid Challans of last month
- General Details of the Bidder (**TECH 2**).
- Financial Details of the bidder (**TECH 3**) along with all the supportive documents as applicable duly signed as per the instruction (Copies of IT Return for the last three Financial years i.e., FY 2019-20, 2020-21 and 2021-22, Turnover Certificate from Chartered Accountant / Statutory auditor / Photocopy of Audited financial statements: P/L and Balance Sheet).
- Power of Attorney (**TECH 4**) in favour of the person signing the bid on behalf of the bidder.
- List of completed assignments of similar nature (Past Experience Details, TECH 5) along with copies of contracts / work orders / completion certificate from previous Clients.
- Self-Declaration on Conflict of Interest (TECH 6).
- Duly filled in Technical Proposal Forms (TECH 7 & 8).
- All the pages of the proposal and enclosures/attachments are signed by the authorized representative of the bidder.

\*Bids not complying to any of the above requirement, will be out rightly rejected at the discretion of the Client’s authority.

**2. Financial Evaluation:** The Financial Proposals of only those applicant firms, qualifying the technical evaluation, shall be considered for opening of financial proposals. The financial proposals shall be opened in the presence of the bidder’s representative who wishes to attend the meeting with proper authorization letter. The name of the bidder along with the quoted financial price will be announced during the meeting.

## 9. Evaluation of Financial Proposal

Least Cost Method will be followed during the overall selection process. The financial bids of Evaluation of the Technical and Financial proposals will be based on least cost method for technical and financial proposals respectively.

The tender process will be evaluated through two stage process. In the first phase, the Technical Proposals shall be evaluated on the basis of minimum eligibility criteria as mentioned in this RFP. The firms which will qualify in technical bid will be shortlisted for financial evaluation.

The evaluation process will be made through bidders qualifying in technical evaluation. Financial bids will be opened for all bidders qualifying in technical evaluation. In case of joint L-1, the decision of the District Level Selection-cum-Tender Committee will be final for selection of manpower service provider either through transparent lottery process or on administrative grounds".

Service Charge should be mentioned in whole number. Any bidder mentioning service charge in fraction amount (decimal amount) will be rejected.

## 10. Performance Bank Guarantee (PBG)

Within 7 days of notifying the acceptance of a proposal for award of contract, qualified bidder shall have to furnish a Performance Bank Guarantee amounting to **3% of the contract value** from a Scheduled/Nationalized Bank in favour of "SKILL DEV IN IT DOMAIN DEEX KJR", as per the format at Annexure- II, for a period of **Sixty Days (60 Days)** beyond the entire contract period (i.e. PBG must be valid from the date of effectiveness of the contract to a period of Ninety Days beyond the contract period) as its commitment to perform services under the contract. Failure to comply with the requirements shall constitute sufficient grounds for the forfeiture of the PBG. The PBG shall be released immediately after Ninety Days of expiry of contract provided there is no breach of contract on the part of the qualified bidder. No interest shall be paid on the PBG.

## 11. Contract Negotiation

Contract negotiation, if required will be held at a date, time, and address as intimated to the selected bidder/s. The bidder will, as a pre-requisite for attendance at the negotiations, confirm availability of all the proposed staff for the assignment. Representative conducting negotiations on behalf of the bidder must have written authority to negotiate and conclude a contract. Negotiation shall be performed covering technical and financial aspects, if any and availability of proposed professionals etc.

## 12. Award of Contract

1. After completion of the contract negotiation stage, the Client will notify the successful bidder in writing by issuing a proposal for letter of intent (LOI) / award of contract / offer letter for signing the contract and promptly notifying all other bidders about the result of the selection process.
2. The successful bidders shall be asked to sign the contract after submission of PBG and fulfilling all formalities within 7 days of issuance of the LOI / offer letter.
3. After signing of the contract, no variation or modification of the terms of the contract shall be made except by written amendment signed by both the parties.
4. The contract shall be valid for One year from the date of effectiveness of the contract. The contract can be extended for next (1) year, subject to satisfactory performance as determined by the Client and as mutually agreed by both the parties.
5. Sub-contracting / outsourcing of any form shall not be allowed for any activities under this RFP.

## 13. Conflict of Interest

Conflict of interest exists in the event of:

1. Conflicting assignments, typically monitoring and evaluation/environmental assessment of the same project by the eligible bidder.
2. Consultants, agencies, or institutions (individuals or organizations) who have a business or family **relation with the Client directly or indirectly.**
3. Practices prohibited under the anti-corruption policy of the Government of India and Government of Odisha. The bidders are to be careful so as not to give rise to a situation where there will be any conflict of interest with the Client as this would amount to their disqualification and breach of contract.

## 14. Disclosure

1. Bidders have an obligation to disclose any actual or potential conflict of interest. Failure to do so may lead to disqualification of the bidder or termination of its contract.

2. Bidders must disclose if they are or have been the subject of any proceedings (such as blacklisting) or other arrangements relating to bankruptcy, insolvency, or the financial standing of the Bidder, including but not limited to appointment of any officer such as a receiver in relation to the Bidder's personal or business matters or an arrangement with creditors, or of any other similar proceedings.
3. Bidders must disclose if they have been convicted of, or are the subject of any proceedings relating to:
  - i. a criminal offence or other serious offence punishable under the law of the land, or where they have been found by any regulator or professional body to have committed professional misconduct.
  - ii. corruption including the offer or receipt of an inducement of any kind in relation to obtaining any contract.
  - iii. failure to fulfil any obligations in any jurisdiction relating to the payment of taxes or social security contributions.

## 15. Anti-corruption Measure

1. Any effort by Bidder(s) to influence the Client in the evaluation and ranking of financial proposals, and recommendation for award of contract, will result in the rejection of the proposal.
2. A recommendation for award of Contract shall be rejected if it is determined that the recommended bidder has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question.
3. In such cases, the Client shall blacklist the bidder either indefinitely or for a stated period, disqualifying it from participating in any related bidding process for the said period.

## 16. Language of Proposals

The proposal and all related correspondence exchanged between the bidder and the Client shall be written in the **English** language. Supporting documents and printed literature that are part of the proposal may be in another language provided they are accompanied by an accurate translation of the relevant passages in English with self-certification for accuracy, in which case, for the purposes of interpretation of the Proposal, the translated version shall govern.

## 17. Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its proposal. The Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. Bidder/s is/are not allowed to submit more than one proposal under the selection process. Alternate bids are also not allowed.

## 18. Legal Jurisdiction

All legal disputes are subject to the jurisdiction of District Civil Court of Keonjhar only.

## 19. Governing Law and Penalty Clause

The schedule given for delivery is to be strictly adhered to in view of the strict time schedule. Any unjustified and unacceptable delay in delivery shall render the bidder liable for liquidated damages and thereafter the Client holds the option for cancellation of the contract for pending activities and complete the same from any other Agency. The Client may deduct such sum from any money from their hands due or become due to bidder. The payment or deduction of such sums shall not relieve the bidder from his obligations and liabilities under the contract. The rights and obligations of the Client and the bidder under this contract will be governed by the prevailing laws of Government of Odisha. In addition, the PBG amount shall also be forfeited. The decision of the authority placing the contract, whether the delay in development has taken place on account of reasons attributed to the bidder shall be final.

1. Failure on bidder's part to furnish the deliverables as per the agreed timeline shall enforce a penalty @ **0.5% per week subject to maximum of 10% of the total contract value**.
2. Once maximum 35% of the total contract value due to delayed deliverables / timelines, absence of services etc is reached, the Client may consider termination of the contract and rescind of performance bank guarantee including available retention money with the Client.

## 20. Confidentiality

Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the bidders who submitted the proposals or to other persons not officially concerned with the process, until the publication of the award of contract. The undue use by any Bidder of confidential information related to the process may result in rejection of its proposal and may be subject to the provisions of the Client's antifraud and corruption policy. During the execution of the assignment except with prior written consent of the Client, the Bidder or its personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the contract.

## 21. Amendment of the RFP Document

At any time before submission of proposals, the Client may amend the RFP by issuing an addendum through NIC Keonjhar website. Any such addendum will be binding on all the bidders. To give bidders reasonable time in which to take an addendum into account in preparing their proposals, the Client may, at its discretion, extend the deadline for the submission of the proposals.

## **22. Client's right to accept any proposal, and to reject any or all proposal/s**

The Client reserves the right to accept or reject any proposal, and to annul or amend the bidding / selection / evaluation process and reject all proposals at any time prior to award of contract award, without assigning any reason there of and thereby incurring any liability to the bidders.

## **23. Copyright, Patents and Other Proprietary Rights**

DEO Keonjhar, Government of Odisha shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights, and trademarks, about Documents and other materials which bear a direct relation to or are prepared or collected in consequence or during the execution of this contract. At the Client's request, the Bidder shall take all necessary steps to submit them to the Client in compliance with the requirements of the contract.

## **24. Force Majeure**

For purpose of this clause, "Force Majeure" means an event beyond the control of the Agency and not involving the Agency's fault or negligence and not foreseeable. Such events may include, but are not restricted, wars or revolutions, fires, floods, riots, civil commotion, earthquake, epidemics such as covid or other natural disasters and restriction imposed by the Government or other bodies, which are beyond the control of the Agency, which prevents or delays the execution of the order by the Agency. If a Force Majeure situation arises, the Agency shall promptly notify Client in writing of such condition, the cause thereof and the change that is necessitated due to the condition. Until and unless otherwise directed by the Client in writing, the Agency shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The Agency shall advise Client in writing, the beginning, and the end of the above causes of delay, within seven days of the occurrence and cessation of the Force Majeure condition. In the event of a delay lasting for more than one month, if arising out of causes of Force Majeure, Client reserves the right to cancel the contract without any obligation to compensate the Agency in any manner for whatsoever reason.

## **25. Settlement of Disputes**

The Client and the Agency shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or arising from or in connection with the Contract within Thirty (30) days from the commencement of such informal negotiation. All dispute resolution proceedings shall be held at Keonjhar, Odisha, and the language of such proceedings and that of all documents and communications between the parties shall be in English. District Magistrate and Collector -cum- Chairman and Managing Trustee DMF Keonjhar, Govt of Odisha shall be the final authority to resolve the dispute arising between and the Client and the Selected Agency.

## **26. Disqualification of Proposal**

The proposal is liable to be disqualified in the following cases as listed below:

1. Proposal submitted without Bid Processing Fee & EMD as applicable.
2. Proposal not submitted in accordance with the procedure and formats as prescribed in the RFP.
3. During validity of the proposal, or its extended period, if any, the bidder increases the quoted prices.
4. Proposal is received in incomplete form.
5. Proposal is received after due date and time for submission of bid.
6. Proposal is not accompanied by all the requisite documents / information.
7. Bids with any conditional technical and financial offer.
8. If the bidder provides any assumptions in the financial proposal or qualifies the commercial proposal with its own conditions, such proposals will be rejected even if the commercial value of such proposals is the lowest / best value.
9. Proposal is not properly sealed or signed.
10. Proposal is not conforming to the requirement of the scope of the work of the assignment.
11. Bidder tries to influence the proposal evaluation process by unlawful/corrupt/fraudulent means at one or any point of time during the bid process.
12. If, any of the bid documents, excluding the commercial bid, submitted by the bidder is found to contain any information on price, pricing policy, pricing mechanism or any information indicative of the commercial aspects of the bidders or any person acting on its behalf indulges in corrupt and fraudulent practices.
13. Any other condition / situation which holds the paramount interest of the Client during the overall section process.

## **27. Compliance to the Statutory and Legal Requirements**

1. The Service provider shall comply with all the provisions of Minimum Wages Act, Contract Labour (Regulation & Abolition) Act, 1970 and other applicable labor laws.
2. The Service provider shall also comply with all other statutory requirements including but not limited to provisions regarding medical education and eligibility criteria of human resources deployed by the Service provider for providing the services, biomedical waste management, biosafety, occupational and environmental safety.
3. The overall legal responsibility of provision of services under this scope of services lies with the Service Provider.
4. The Service provider shall maintain confidentiality of medical records and shall make adequate arrangement for cyber security.

## **28. Compliance to Minimum Wages Act and Other Statutory Requirements**

1. The Service provider shall comply with all the provisions of Minimum Wages Act and other applicable labor laws.

2. The Service provider shall also comply with all other statutory provision including but not limited to provisions regarding medical education and eligibility criteria of human resources deployed by the Service provider for providing the services, biomedical waste management, bio-safety, occupational and environmental safety.
3. The Service provider shall maintain confidentiality of all records.

## **29. Damages for Mishap/Injury**

1. The Service provider shall be fully responsible damages of any kind or for any mishap/injury/ accident caused to any personnel/property of the Service provider while performing the duty, scope of services etc.
2. All liabilities, legal or monetary, arising in that eventuality shall be borne by the service provider/ Agency.
3. The service provider shall keep the Client indemnified against damages from all of the above mishaps/injuries/accidents.

## Section III: Terms of Reference

### 1. Introduction

Keonjhar, an administrative district of Odisha since 1st January 1948, is one of the major minerals producing districts. Covering a geographical area of 8,303 sq kms, the Keonjhar District is bounded by Mayurbhanj District and Bhadrak District to the east, Jajpur District to the south, Dhenkanal District and Sundargarh District to the west and West Singhbhum district of Jharkhand State to the north. Keonjhar district in Odisha comprises of 3 subdivisions namely Keonjhar Sadar, Champua and Anandpur and 13 Blocks with the district headquarter is at Keonjhar.

The district Keonjhar is a part of Northern Odisha High lands division and is apportioned into three parts which comes under three sub micro regions. These include Kendujhar plateau, Kendujhar forested up lands and Anandapur plain. Areas of P.S. Joda, Champua, Baria, Patana, Kendujhar Sadar, Ghatgaon, Pandapada, Harichandanpur, Daitari, Sainkul, Anandapur & Soso are covered under Kendujhar Plateau and Kendujhar up lands sub-micro region whereas areas of Sainkul, Anandapur, Soso and Daitari are covered under Anandapur plain region. The difficult, hilly terrain, tribal dominance, dense forests etc, all these factors in Keonjhar, contribute for access to healthcare difficult; and the tribal, mining affected population dependent on healthcare facilities in other districts. Health is not everything but everything else is nothing without health.

Keonjhar currently has about 456 Healthcare facilities, which include the Sub-centres (351), Urban Sub Centres (12), Primary Health Centres (66), Urban Primary Health Centre (3), Community Health Centres (17), Sub-divisional Hospital (2) and District Headquarter Hospital (1) providing primary and secondary healthcare services only. A 500 bedded Medical College & Hospital shall be operationalized soon. The various programmes run under National Health Mission (NHM) are commitment to providing affordable, accessible and quality health services to all. The NHM has a mandate to reach everyone, particularly the vulnerable and marginalized in the rural areas.

While endeavour are in process for meeting these commitments, there are population sub groups in various, inaccessible areas, mining areas, rural tribal dominated areas where the success has been only partial. Such population and communities often stay out of the coverage area of fixed facilities and are out of the gaze of mainstream services.

Hence, Chief District Administration Keonjhar and District Medical & Public Health Officer (CDM&PHO) Keonjhar, attempts to operationalize Twenty (20) Mobile Medical Units (MMUs) for providing healthcare services at the doorsteps to the communities and population aboding in the dense, difficult terrains of Keonjhar, Odisha.

### 2. Objective

District Employment Officer , Keonjhar intends to support the community in terms of creating job opportunity by imparting right cutting edge skill, keeping eye on the IT services market for which Skill Development Centre, Bodaplasa campus will be utilised. Manpower supply against housekeeping and security services are required for this purpose.

### 3. Scope of Work and Functioning

#### SECTION-1 Housekeeping Services

##### ANNEXURE-I: SCOPE OF WORK

###### A1 Broad Description of Facility Management

**A1.1.** This scope of work essentially indicates (CFMS) services pertaining to upkeep & smooth working of the entire premises including equipment's, building services, infrastructure, fixtures, accessories, utilities, services, and furniture in the Facility as per the satisfaction of client / end user.

**A1.2.** Operation & Maintenance for the equipment etc. will be carried out as per maintenance practices.

**A1.3.** Facility Management Contractor (FMS) will be directly reporting to the officer authorized by the Client. The FMS shall deploy the adequate manpower and equipment as per the requirement

**A1.4.** This document describes the work to be carried out under the Facility Management Services for and draws attention to certain associated items that are to be completed. This document does not intend to limit or exclude any item in the scope of work that is to be covered for delivering the Facility Management Services timely and successfully.

**A1.5.** The Broad Scope of services required as below;

- a. Operation and Maintenance of all equipment's and E&M services,
- b. Housekeeping and Sanitation services of the entire premises,
- c. Horticulture and Plantation.
- d. Waste Management,
- e. Reporting and Complaint Management, and
- f. Coordination with other service providers.
- g. Electrical Maintenance of equipment's.

## **A2 Facility Management Services**

### **A3 Scope of Work**

Unless it is explicitly restricted, the scope of work under the Contract for Facility Management Contractor for providing facility management services including operation and maintenance of facilities constructed by the Client as implementation agency is as below:

#### **I. Maintenance Services**

The FMS shall be liable to perform / undertake following services:

- i. Preserving the project, its equipment's and assets as per the satisfaction of the client
- ii. Day to day repairs/service of the facilities
- iii. AMC /Warranty of all equipment's such as AC, lift, DG set, UPS, CCTV, Electrical Breakers etc. procured by the Client from time to time.
- iv. Keep the Inventory of all spares and consumables required for the unhindered operation and maintenance of the facility and update on weekly basis Client shall procure as per site requirement monthly basis.
- v. Operation of all equipment in the project facility, including their minor repairs and replenishment such as electric lights, LED bulbs etc.
- vi. Providing and replacing Connectors, contactors, lugs, Belts, Bearings, Grease, Cotton Waste and other similar minor items, PVC/GI couplings, bends, fuse and other similar minor items.
- vii. Daily operation of all electrical power system- incoming and outgoing and DG sets and minor maintenance and replacing fuse, tube lights, bulbs, minor wiring etc.
- viii. Ensure availability of Specialized Tools / Tackles such required for operation and maintenance.

#### **II. Operation Services**

The operation services under the scope of work are subdivided into two categories namely

- i. Operation of Electrical Equipment and Fixtures.
- ii. Housekeeping

##### **II (1) Operation of Equipment and Fixtures**

- i. The FMS shall ensure day to day unhindered running of the entire facility as per the satisfaction of the client / end user.
- ii. FMS shall ensure that all complains are attended and rectified within the time specified as per the service level as required in this RFP.
- iii. The FMS shall ensure operation and upkeep of all equipment's (Electrical, Mechanical, HVAC, AV, IT etc.) in accordance with Operation and maintenance manuals provided by Contractor/ Supplier / Vendor / Manufacturers

and ensuring safety of equipment and personal using it.

- iv. The FMS shall operate all equipment's, fittings and fixtures (electrical / mechanical etc.) on regular basis and ensure the smooth functioning of the area.
- v. The FMS shall carry out daily, weekly, quarterly, half-yearly and yearly checks as per the O&M Manual for smooth operation and functioning of the area.

## **II. (2). Housekeeping and Help Desk Services II**

### **(2.1 Cleaning Services**

The FMS shall

- i. Perform routine cleaning of the internal and external areas to meet the required service standard.
- ii. Cleanliness of all common spaces and space inside the location within Project Facility.
- iii. Perform cleaning and upkeep of exhibits and artifacts, IT & AV equipment's in the project facility as per the directions in Manuals / as per directions of representative of Client.
- iv. Perform periodic cleaning of glass facades, structure at entrance, external claddings etc. at all heights (internally and externally)
- v. Additional housekeeping services as and when required by Client.
- vi. Deploy equipment's for cleaning and shall be responsible for maintaining these at all time. All costs for purchase/repair/spares/ maintenance etc. for these equipment's will be borne by FMS.
- vii. Responsible for the safekeeping of these equipment's at the project facility and shall not take out these equipment's any time during the term of contract other than for repairs. In case such repairs take more than a week, FMS shall arrange to provide alternate equipment for the Project Facility.
- viii. Adopt a proactive approach to the delivery of this Service. As such, they are required to report immediately any defects, deterioration, or damage to the property at Project Facility as soon as they become aware of such defects in the course of their duties under this Contract.
- ix. Dusting / cleaning of all furniture, sills, counters, screens, blinds & curtains, light fittings, signage, doors, door frames, fittings and glass pans etc. to remove debris, stains, cobwebs and marks.
- x. Stairs including treads, risers, nosing, banisters, balustrades, handrails, ledges and protective wire guards where present must be free from dust, debris, stains and marks.
- xi. Polishing / vacuum cleaning / cleaning of floors, carpets, carpet tiles, mats and mat wells and ensure the same must be free from grit, dust and debris with no apparent stains. They must be clean and dry. All carpeted areas are to be cleaned by the manufactures recommended methods and recommended intervals.
- xii. Clean all water tanks and disinfects specially before start of rainy season and as instructed by Client.
- xiii. Regular cleaning of storm water drain, manholes, sewage lines etc. for removal of any blockages.

- xiv. Server Room, Control Room etc. must be free from dust, static electricity and be left clinically clean. (to be done in presence of the officials concerned).
- xv. Sticky substances like chewing gum shall be removed before any cleaning procedure is carried out using an appropriate cleaning technique and chewing gum remover.
- xvi. Care is to be exercised when staff/visitors are still on the premises. Wet floors should be sign- posted. Trailing cables and open sockets should be made safe.
- xvii. All cleaning methods used must be of a sufficient quality to meet these standards and to maintain any guarantees on the floor covering.
- xviii. Stainless steel surfaces must be treated with an appropriate cleaning and polishing agent

## **II (2.2) Cleaning of Toilets**

- i. All sanitary ware including sinks, wash hand basins, WC bowls, seats, covers, hinges, tops, undersides, rims, taps, overflows, outlets, chains, plugs, urinals, brushes, toilet roll holders, tiled surfaces, splash backs, and vanity units must be free from scum, grease, hair, scale, dust, soil, spillages and removable stains. In addition, the surfaces should be disinfected.
- ii. Floors should be cleaned to the same standard as other building floors. In addition there should be no evidence of scum, grease, hair, and scale and the floors must be disinfected.
- iii. Soap dispensers must be filled, operating correctly with clean nozzles, the external surfaces must be clean dry and free from smears.
- iv. All toilets should be kept fully stocked with supplies and should be made available at all times.
- v. Dispensers must be clean, dry and free from dust, marks and smears with clean towels fitted. Hot air dryers must be clean, dry and free from dust, marks and smears.

## **II (2.3) Waste Management**

- i. Bins must be emptied, cleaned and dried inside and out, bin-liners replaced where necessary and placed in their original locations. Liners must be used at all times.
- ii. FMS shall Collect the garbage from the garbage collection point and shall ensure proper disposal of waste outside the premises as per the standards and directions provided by Competent Client.

## **II (2.4) Garden & Lawn Maintenance**

The FMS shall be responsible for ensuring proper maintenance and upkeep of all horticulture works. Adequate equipment shall be maintained by FMS including grass cutting machine and other tools required for maintenance of horticulture areas. FMS shall grow seasonal plants and seasonal flowers as deemed fit by the Client to maintain the horticulture/ landscape as per the satisfaction of client/ end user. FMS shall prepare monthly requirement to arrangements/grow plants and proper use of required insecticides, Pesticides, Fertilizers, Manures etc. and Client shall procured as per requirement.

The broad scope of work will be as follows:

The Agency has to perform the following activities :

- a) Daily watering
- b) Weed removing
- c) Trimming and pruning

- d) Soil mulching
- e) Lawn mowing
- f) Hedges and Shrubs cutting etc.
- g) Cleaning Garden areas
- h) Applying fertiliser or compost manure/vermi culture manure alternate month or as and when required.
- i) Applying pesticides and fungicide alternate month or as and when required.
- j) Maintenance of vermi compost pits
- k) Disposal of dry/fallen leaves.
- l) Seed collection and sowing.
- m) Rising of Nursery.
- n) Preparation and maintenance of Planting Materials.
- o) Operation of Tools, Machinery as required for the Garden.
- p) General maintenance of existing plants, Tools implements etc.

### **Maintenance Schedule**

- **Electrical Control Panel**
- **Monthly:** check battery charging system and take corrective action, check electrical measuring instruments, indicative lamps for proper functioning, tighten power distribution wiring and connections, testing of relay and other protection and safety devices for proper working, checking for MCCB tripping mechanism, cleaning of bus bars and clammers and tightening of nuts and bolts, tighten of all electrical connections and terminations.

### **III. Management Services**

The FMS shall be responsible for integrated facility management of the Facility Area and managing the following aspects for ensuring proper operation and maintenance of the facilities in the premises:

- i. Provide required assistance to the Client during transition period of handover – takeover of the Project Facility from the Main Contractor including but not limited to providing assistance in snagging, de-snagging, testing and commissioning of equipment's etc.
- ii. Take ownership of all the services as described in scope of work and will work as an independent Unit.
- iii. Co-ordination with all the stakeholders of the Client, Contractors, Consultants and other agencies.
- iv. Maintain a record of all the Equipments/ assets at facility, keep record of the Vendors details, keep track of the dates of AMC/Warranty validity and inform the Client when the validity is within 2 months of completion and also co-ordinate with vendors for extension of services on behalf of Client.
- v. Submission of Daily Position Reports, Failure Investigation Reports, Operation & Maintenance Reports,
- vi. Maintenance of Reports, Log Books etc. for Operation & Maintenance of various Systems & Equipment's, Maintenance of Equipment History,
- vii. Co-ordinate with Main Contractor/PMSF/ Interior Contractor for rectifying of defects under the DLP period.
- viii. Assist the Client in payment of all utility bills,
- ix. Repair technician for doors, blinds and floor springs etc.

- x. Co-ordinate administer and certify works of Vendors/Manufacturers /Suppliers for the purpose of preventive maintenance and upkeep of the equipment during AMC/Warranty period.
- xi. Prepare and maintain the records of routine services, visits provided by AMC providers and

## **A5 MANPOWER**

**A5.1** The FMS shall have the following minimum man power to efficiently and effectively manage at the project location:

## **SECTION-2 Security Services**

### **Annexure-I Scope of Work**

1. You will arrange to provide efficient, dedicated and full-time security personnel for Skill Development Centre, Bodapalasa.
2. You should ensure that the security services provided by you will provide safety & security to the equipment, materials and our men working at the above-mentioned location.
3. You will ensure only the authorize employees/workers are allowed access to our work area.
4. You will maintain a log book with respect to movement of men and materials at each of the above mentioned location. Contractor is accountable for checking and keeping record of every person entering into premises for safe custody of client and other assets of Skill Development Centre, Bodapalasa.
5. You should be able to review the security on a regular basis and ensure adequate preventive action if required.
6. The security personnel should be minimum 10th pass and should have working knowledge of Odiya and fair knowledge of English and Hindi.
7. The security guards should be in properly uniform with shoes and baton and other PPE. Seasonal uniform to be provided from time to time.
8. The security personnel should be trained first-aid and firefighting system. They should be preferably in self-defense techniques.
9. District Employment Officer shall have discretion and authority to review and redesign these resources anytime during the contract period.

### **Annexure-II Terms & Conditions**

1. You should have proper registration and licenses to carry out the security services. You will submit all the relevant documents in this regard along with this document..

2. You shall comply with all required statutory compliances under the state and central as may be applicable (like contract license, Minimum wages act, PF Act, ESIC Act etc.).
3. You shall maintain the insurance coverage, during contract period including ESIC/ workmen compensation, third party liability insurance etc. as per the statutory requirements at his own cost.
4. You should not employ anybody less than 21 years of age.
5. You will not engage anybody who is physically challenged given the requirement at our end.
6. This contract can be terminated by either party by giving 30 days written notice upon mutual consent.

**Annexure-III**  
**Payment terms & conditions**

- a. The Contract price is inclusive of all taxes but excludes GST as applicable.
  - b. Unit Rates quoted for each service category is all inclusive except the applicable GST.
  - c. This contract is valid for a period of four months from the date of written acceptance.
  - d. Contractor will submit monthly bill duly certified by the representative of client.
  - e. Payments will be subject to TDS and any recovery that may be applicable.
  - f. Payment shall be made within 15 days from the date of submission of duly certified bills.
  - g. The contractor shall disburse wages to his security personnel in the presence of the authorized representative of the Client and shall take his signature with the date and time on each page of the wage sheet and shall provide a copy of such certified wage sheet to the authorized representative of the client for their record.
1. The price mentioned in this contract will be valid till the period of the contract.

**Penalties:**

For non-performance/breach, following penalty shall be levied as per the details given below measurable per month basis.

1) All security personnel deployed by the contractor shall strictly adhere to the rules and regulations of the company w.r.t safety, health, environment, discipline etc. Any deviation in any one of aforementioned point shall attract a penalty of Rs 500/- per incident.

2) Contractor has to follow all legal and statutory rules as per prescribed by govt as mentioned in this contract. Any violation will attract penalty of Rs.1000/-per incidence.

a) Contractor should ensure the required personnel are deployed on each of the shifts as agreed. In the extreme instance of noncompliance will resulting penalty of Rs.Rs250/- per person not present.

b) For any theft/lapses/losses/damage contractor shall responsible and shall commensurate with the losses, damages and expense incurred or suffered by the company and shall keep company harmless against all or any claims, injuries, losses suffered or incurred by the company or contractor, s workmen, representative, agent or to all or any of company's properties, plant, machinery, equipment, materials or goods or personnel or to third party by reasons or consequences of any culpable act, omission or negligence

committed or omitted to be done during the course of their performance of these contract and within the terms of the contract with its nature/cost/seriousness to be ascertained by joint investigation. Cost of the stolen/ damaged materials shall be recovered from contractor to the extent of one month billing, if established during the joint investigation.

- c) Consuming alcohol, intoxicating substance of any nature is strictly prohibited and any violation will result in such personnel being removed from the contract.
- d) Any act of misbehavior to the students and staffs will attract expulsion of the security personnel.
- e) Any act of Sexual harassment against any girl student would result in immediate expulsion of the Security personnel and appropriate legal proceedings shall be initiated against the accused.
- f) Final decision of imposing the penalty shall be at discretion of District Employment Officer.

## **Section IV: Technical Proposal Submission Forms**

### **Tech - 1 Covering Letter**

*(On Bidder's Letter Head)*

[Location, Date]

**To,**  
**District Employment Officer (DEO),**  
**Keonjhar – 758001, Odisha**

**Subject: Selection of Agencies for Providing Manpower for Security & Housekeeping under DMF Keonjhar [TECHNICAL PROPOSAL]**

Dear Sir,

I, the undersigned, offer to provide the services for the proposed assignment in respect to your Request for Proposal No.: \_\_\_\_\_, Dated: \_\_\_\_\_. I hereby submit the proposal which includes this technical proposal sealed under a separate envelope. Our proposal will be valid for acceptance up to **180 Days** and I confirm that this proposal will remain binding upon us and may be accepted by you at any time before this expiry date.

All the information and statements made in this technical proposal are true and correct and I accept that any misinterpretation contained in it may lead to disqualification of our proposal. If negotiations are held during the period of validity of the proposal, I undertake to negotiate on the basis of the proposal submitted by us. Our proposal is binding upon us and subject to the modifications resulting from contract negotiations.

I have examined all the information as provided in your Request for Proposal (RFP) and offer to undertake the service described in accordance with the conditions and requirements of the selection process. I agree to bear all costs incurred by us in connection with the preparation and submission of this proposal and to bear any further pre-contract costs. In case, any provisions of this RFP/ ToR including of our technical & financial proposal is found to be deviated, then your department shall have rights to reject our proposal. I confirm that, I have the authority to submit the proposal and to clarify any details on its behalf.

I understand you are not bound to accept any proposal you receive. I remain,

Yours faithfully,

**Authorized Signatory with Date and Seal** :

**Name** :

**Designation** :

**Address of Bidder** :

**Contact Number of Bidder** :

**Email id of Bidder** :

### Tech 2: Bidder's Organization (General Details)

S. No.	Description	Full Details
1	<b>Name of the Bidder</b>	
2	<b>Address for communication:</b> Tel: Email id:	
3	<b>Name of the authorized person signing &amp; submitting the bid on behalf of the Bidder:</b> Mobile No.: Email id:	
4	<b>Registration / Incorporation Details</b> Registration No: Date & Year. :	
5	<b>Local office in Odisha</b> <b>If Yes, please furnish contact details</b>	Yes / No
6	<b>Bid Processing Fee Details</b> Amount: DD/ Bank Guarantee No.: Date: Name of the Bank:	
7	<b>EMD Details</b> Amount: DD/Bank Guarantee No.: Date: Name of the Bank:	
8	PAN Number	
9	Goods and Services Tax Identification Number (GSTIN)	

<b>10</b>	Willing to carry out assignments as per the scope of work of the RFP	YES
<b>11</b>	Willing to accept all the terms and conditions as specified in the RFP	YES

**Authorized Signatory with Date and Seal** :

**Name** : \_\_\_\_\_

**Designation** : \_\_\_\_\_

**Address of Bidder** : \_\_\_\_\_

**Contact Number of Bidder** : \_\_\_\_\_

**Email id of Bidder** : \_\_\_\_\_

*Bidders should submit the required supporting documents as mentioned above. Non- submission of required documents as listed above will lead to rejection of the bid.*

### **Tech 3: Bidders Financial Details**

#### **Annual Average Turnover Statement** *(To be furnished in the letter head of the Chartered Accountant)*

<b>Financial Information (In INR)</b>				
Details	FY 2019-20*	FY 2020-21*	FY 2021-22*	Average
Turnover (in Crores)				
	<i>Page no in the bid proposal</i>	<i>Page no in the bid proposal</i>	<i>Page no in the bid proposal</i>	
<p><b>* Provisional audited statement shall not be considered.</b></p> <p><b>Supporting Documents:</b></p> <p>Audited certified financial statements for the last three FYs (Submission of copies of Income &amp; Expenditure Statement, P/L and Balance Sheet for the respective financial years is mandatory along with this form)</p> <p><b><i>Filled in information in this format must have to be jointly certified and sealed by the CA and the authorized representative of the bidder and to be furnished along with the technical proposal, failing which the proposal will be out rightly rejected.</i></b></p>				

Signature and Seal of the Company Auditor / Chartered Accountant with Date in original

Name of Chartered Accountant / Authorized Signatory of Company Auditor

[In full initials with Date and Seal]: \_\_\_\_\_

Membership No. Chartered Accountant / Authorized Signatory of Company Auditor

**Authorized Signatory with Date and Seal** :

**Name** : \_\_\_\_\_

Designation : \_\_\_\_\_  
Address of Bidder : \_\_\_\_\_  
Contact Number of Bidder : \_\_\_\_\_  
Email id of Bidder : \_\_\_\_\_

*[NB: No Scanned Signature will be entertained]*

*Bidders should submit the required supporting documents as mentioned above. Non-submission of required documents as listed above will lead to rejection of the bid.*

**Tech 4: Format for Power of Attorney  
(Notarized on INR 100.00 Stamp Paper)**

I, \_\_\_\_\_, the \_\_\_\_\_ (Designation) of (Name of the Organization) in witness where of certify that <Name of person> is authorized to execute the attorney on behalf of <Name of Organization>, <Designation of the person> of the company acting for and on behalf of the company under the authority conferred by the < Notification/ Authority order no.> Dated <date of reference> has signed this Power of attorney at <place> on this day of <day><month>, <year>.

The signatures of <Name of person> in whose favour authority is being made under the attorney given below are hereby certified.

Name of the Authorized Representative:

(Signature of the Authorized Representative with Date)

\_\_\_\_\_

CERTIFIED:

Signature, Name & Designation of person executing attorney:

Address of the Bidder:

### Tech 5: Bidders Past Experience Details

(Add summary and details)

Experience of providing Manpower in Central Govt / State Govt / District / Public Sector Undertakings / Joint Sector / Public Limited Company in Private Sector in the past 3 years till the bid application due date (ADD)

Sr. No.	Name of the Project*	Client Name, Contact Details & Address	Total Manpower Supplied	Fees in INR (In Crores)	Project Start Date in DD/MM /YYYY	Project End Date in DD/MM/Y YY	Page no of the Attached Work Order / Experience Certificate**
1							
2							
3							

\* Kindly mention the Work-order / project year-wise starting from the most recent Work-order / project undertaken.

\*\*Photocopies of Work Orders/ Sanction Orders/ MOUs/ Engagement Letters/ Completion Certificates / Experience Certificate from Clients for completion of work [s] of equivalent projects to be attached. More lines can be added for enumerating the relevant experiences. Mention the Page no (s) in your bid application where the copies of the relevant work order / contract is (are) placed.

Authorized Signatory :  
with Date and Seal

Name : \_\_\_\_\_

**Designation** : \_\_\_\_\_  
**Address of Bidder** : \_\_\_\_\_  
**Contact Number of Bidder** : \_\_\_\_\_  
**Email id of Bidder** : \_\_\_\_\_

### **Tech 6: Declaration of Conflict of Interest and Activities**

Are there any activities carried out by your Agency which are of conflicting nature as mentioned in Section 2: [Instruction to the Bidder] under Eligibility Criteria: Para (14). If yes, please furnish details of any such activities.

If no, please certify,

#### **On Bidders Letter**

I hereby declare that our Agency is not indulged in any such activities which can be termed as the conflicting activities as mentioned in **Section 2: [Instruction to the Bidder] under Eligibility Criteria: Para (14)**.

I also acknowledge that in case of misrepresentation of any of the information, our proposal / contract shall be rejected / terminated by the Client which shall be binding on us.

**Authorized Signatory with Date and Seal** :  
**Name** : \_\_\_\_\_  
**Designation** : \_\_\_\_\_  
**Address of Bidder** : \_\_\_\_\_  
**Contact Number of Bidder** : \_\_\_\_\_  
**Email id of Bidder** : \_\_\_\_\_

**Bidders should submit the required supporting Documents as mentioned above. Non - submission of required Documents as listed above will lead to rejection of the bid.**

### **Tech 7: Non-Consortium Declaration** (On Bidder's Letterhead)

We, \_\_\_\_\_ <name of the Organisation>, having our registered office at \_\_\_\_\_, <HQ address of the Organisation> hereby certify and confirm that in the preparation and submission of our Proposal for \_\_\_\_\_ (name of the Project) under this RFP Reference No. \_\_\_\_\_, We have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing, which is or could be regarded as anti-competitive.

We declare that we are submitting this proposal as an independent Agency, and not as a part of any consortium/Joint Venture/Associations.

We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or organization in connection with the instant proposal.

We also acknowledge that in case of misrepresentation of the information, our proposal / contract shall be rejected / terminated at any stage by the client, which shall be binding on us. Any loss or damage to the client, on this count will be compensated by us.

Dated this \_\_\_\_\_ Day of \_\_\_\_\_, 2023

Authorized Signatory with  
Date and Seal

Name : \_\_\_\_\_

Designation : \_\_\_\_\_

Address of Bidder : \_\_\_\_\_

Contact Number of Bidder : \_\_\_\_\_

Email id of Bidder : \_\_\_\_\_

### **TECH 8: Affidavit Format for Not Blacklisting**

(Notarized on INR.100/- Non-Judicial Stamp Paper)

**Affidavit**

I, M/s. \_\_\_\_\_(the name of the Organization) having our registered office at \_\_\_\_\_, <HQ address of the Organisation> hereby certify and confirm that we or any of our promoter(s) / Director(s) are not barred by any Department, Govt. of Odisha any other entity of GoO or blacklisted by any State Government or Central Government / Department / Organization in India from participating in Tenders as on the \_\_\_\_\_ (Date of Signing of this proposal).

We further confirm that we are aware that, our proposal for the captioned Project would be liable for rejection in case any material misrepresentation is made or discovered at any stage of the Bidding Process or thereafter during the agreement period.

Dated this \_\_\_\_\_ Day of \_\_\_\_\_, 2023

**Authorized Signatory with  
Date and Seal** :

**Name** : \_\_\_\_\_

**Designation** : \_\_\_\_\_

**Address of Bidder** : \_\_\_\_\_

**Contact Number of Bidder** : \_\_\_\_\_

**Email id of Bidder** : \_\_\_\_\_

# Section V: Financial Proposal Submission Forms

## FIN 1: Covering Letter (On Bidders Letter Head)

[Location, Date]

To,  
**District Employment Officer (DEO), Keonjhar,  
Keonjhar – 758001,  
Odisha**

**Subject: Selection of Agencies for Providing Manpower for Security & Housekeeping under DMF Keonjhar [FINANCIAL PROPOSAL]**

Sir,

I, the undersigned, offer to provide the services for .....[Insert title of assignment] in accordance with your Request for Proposal No. ...., Dated:..... Our attached Financial Proposal is for the sum of **INR..... [Insert amount(s) in words and figures\*]**, for the period of 1 year.

The above quoted amount is inclusive of all the applicable taxes at the time of invoicing. I do hereby undertake that, in the event of acceptance of our bid, the services shall be provided in respect to the terms and conditions as stipulated in the RFP Document.

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 of **180 days**. I have carefully read and understood the terms and conditions of the RFP and do hereby undertake to provide the service accordingly.

I understand that you are not bound to accept any proposal you receive.

I remain,

Yours faithfully,

**Authorized Signatory with** :  
**Date and Seal**  
**Name** : \_\_\_\_\_  
**Designation** : \_\_\_\_\_  
**Address of Bidder** : \_\_\_\_\_  
**Contact Number of Bidder** : \_\_\_\_\_  
**Email id of Bidder** : \_\_\_\_\_

**FIN 2: Detailed Break-up of the Financial Proposal**  
(On Bidders Letter Head)

**A. Details of Manpower Required**

Sl. No.	Category	Nos.
1	Supervisor	1
2	Housekeeper	7
3	Gardener/Mali	2
4	Electrician	1
5	Security Guards (Male)	4
6	Lady Security Guards	5

**B. Cost Details**

Sl. No.	Particulars	Cost Per month
1	Cost For Engagement of Personnel (20 Nos.)	
2	Minor equipment & House Keeping Consumables	
3	Garden Consumables	
	A-Total	
	<b>Management Fee (if any)</b>	
	Sub-Total	
	<b>GST as applicable</b>	
	Grand Total	

**C. Wage Structure & Deployment of Manpower (Security Services)**

Description	Calculation	Security Guard (4 nos.)	Lady Security Guard (5 nos.)
		Semi Skilled	Semi Skilled
		SG	LSG
Minimum Wages			
PF	13%		
Statutory Bonus (8.33 %) or max Rs. 7000/-	8.33%		
Leave / <b>Paid Leave @ 2.56% &amp; Earned Leave as per Law @ 4.56%</b>	7.37%		
Sub Total			

Special allowance			
Total for 08 hours			
Extra 04 hours ( 50%of basic )	50%		
SUB TOTAL			
ESIC (Gross-statutory) of 3.25%	3.25%		
SUB TOTAL			
Service charges			
Daily 12 hours rate			
Monthly rate			
<b>Total</b>			

#### D. Wage Structure & Deployment of Manpower (Housekeeping Services)

<b>Govt. of Odisha Labour Commissioner Notification 2500, dtd. 05.04.2023 w.e.f Labour Rate 01.04.2023</b>					
Sl.No	Costing	Supervisor	Electrician	Gardener/Mali	Housekeeper
		High-Skilled	Skilled	Un-Skilled	Un-Skilled
	Wages	495.00	435.00	345.00	345.00
	<b>Total Nos of Manpower</b>				
	<b>Total Facility Management Manpower Cost</b>				

#### E. Housekeeping Consumables

Sr.No.	Particulars	Unit	Unit Price	Life Span (in months)	Dep Value / Monthly	Required Qty	Amount
1	Dry Mop Set	Pcs				1.00	
2	Dry Mop Refill	Pcs				1.00	
3	Wet Mop Set	Pcs				1.00	
4	Wet Mop Refill	Pcs				1.00	
6	Floor Squeegee-55 cm	Pcs				1.00	
7	Extn. Pole: Tele Plus system 11 Mtrs. - JD	Set				1.00	
8	TASKI R1 Super	(2 x 5 lit)				0.25	
9	TASKI R2	(2 x 5 lit)				0.25	
10	TASKI GREEN APPLE	(2 x 5 lit)				0.25	
11	TASKI R6	(2 x 5 lit)				0.50	
12	TASKI R3	(2 x 5 lit)				0.25	

13	TASKI SPIRAL	(2 x 5 lit)				0.25	
14	ROZALEX	(2 x 5 lit)				1.00	
15	Web Brush Round - for Fans, Cobwebs	Pcs.				1.00	
16	Dust Pan	Set				4.00	
17	Clip & Fit Mop Set	Pcs				1.00	
18	Window washer- 35cm	pcs				1.00	
19	Window squeegee-35cm	pcs				1.00	
23	Hand Brush with aluminium handle	Pcs				1.00	
24	Scotch Bright	Pcs				7.00	
25	Toilet brush with holder	Pcs.				2.00	
26	Rubber gloves	Pairs				2.00	
27	Choke Pump	Pcs.				1.00	
28	Hard Broom	Pcs.				1.00	
29	Soft Broom	Pcs.				3.00	
30	Mug	Nos.				2.00	
31	Bucket	Nos.				2.00	
32	Garbage bag and dust bin liner	Kgs.				2.00	
33	Dust Bins 60 Ltr.	Nos.				2.00	
34	Liquid Handwash	Nos.				1.00	
35	Glass Cleaner	Nos.				1.00	

**Instructions:**

- **Bundles rates shall be considered. All rates are to be quoted. Rates to be quoted in figure as well as words. Quoted rates should be in Indian National Rupees only.**
- **In case of discrepancy found between figure and words quoted by the bidder, the rate quoted / mentioned in words shall be accepted.**
- **Any bids received with missing quotes or items will be disqualified.**

**Authorized Signatory with** :  
**Date and Seal**

**Name** : \_\_\_\_\_

**Designation** : \_\_\_\_\_

**Address of Bidder** : \_\_\_\_\_

**Contact Number of Bidder** : \_\_\_\_\_

**Email id of Bidder** : \_\_\_\_\_

## Section VI: Annexures

### Annexure I: Bid Submission Checklist

*Bidders shall ensure the submission of the required supporting documents in the appropriate envelopes (wrt Technical Proposal and Financial Proposals). Bidders should submit the required supporting documents as mentioned below by arranging the documents serially in the following order, indexing it appropriately, pages of all the bids documents being numbered, mentioning the same page numbers in the column "Page No" against the particulars in the check list as mentioned below for ease of scrutiny. Each page should be numbered and signed (in full) by the authorized representative (as per TECH 4). The proposal must be complete in all respect and spiral bound. Bids not conforming to the eligibility criteria and non-submission of required documents as listed below will lead to rejection of the bid. Submission of forged documents will also result in rejection of the bid. Bidders are advised to study all instructions, forms, terms & conditions, and other important information as mentioned in the RFP Document.*

Sr. No.	Description	Submitted (Yes/No)	Page No.
<b>Technical Proposal (Original)</b>			
1	Filled in Bid Submission Check List (ANNEXURE I)		
2	Covering Letter (TECH 1)		
3	Bid Processing Fee of INR. 10,000/- in form of DD		
4	EMD of INR. 1,00,000/- in form of DD		
5	Copy of Certificate of Incorporation / Registration of the Bidder		
6	Copy of PAN		
7	Copy of Goods and Services Tax Identification Number (GSTIN) & Copy of EPF and ESIC Challan paid in last month		
8	Copies of IT Returns for the last 3 FYs (19-20, 20-21 & 20-22)		
9	General Details of the Bidder (TECH 2)		
10	Financial details of the bidder (TECH 3) along with all the supportive documents such as copies of Profit — Loss Statement and Balance Sheet for the concerned period		
11	Power of Attorney (TECH 4) in favour of the person signing the bid on behalf of the bidder		
12	List of completed assignments of similar nature (Past Experience Details) (TECH 5) along with the photocopies of work orders / experience certificates for the respective assignments		
13	Self-Declaration on Potential Conflict of Interest (TECH 6)		
14	Non-Consortium Declaration (TECH 7)		
15	Affidavit Format for Not Blacklisting (TECH 8)		
<b>Financial Proposal (Original)</b>			
16	Covering Letter for Financial Proposal (FIN 1)		
17	Manpower Rate Breakup (FIN 2)		

#### Undertaking:

- All the information has been submitted as per the prescribed format and procedure.
- Each part has been separately bound with no loose sheets and each page of all the two parts are page numbered along with Index Page.
- All pages of the proposal have been sealed and signed (in full) by the authorized representative.

**Authorized Signatory with** :  
**Date and Seal**

**Name** : \_\_\_\_\_  
**Designation** : \_\_\_\_\_  
**Address of Bidder** : \_\_\_\_\_  
**Contact Number of Bidder** : \_\_\_\_\_  
**Email id of Bidder** : \_\_\_\_\_

#### Annexure II: Performance Bank Guarantee Format

[Location, Date]

To,

**District Employment Officer (DEO),  
Keonjhar – 758001, Odisha**

WHEREAS ..... (Name and address of the Bidder/Agency) (hereinafter called “the Bidder/Agency”) has undertaken, in pursuance of RFP no..... dated ..... to undertake the service ..... (description of services) (herein after called “the contract”).

AND WHEREAS it has been stipulated by..... (Name of the Client) in the said contract that the Bidder/Agency shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract.

AND WHEREAS we 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 Bidder/Agency, up to a total of ..... (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the Bidder/Agency to be in default under the contract and without cavil or argument, any sum, or sums within the limits of (amount of guarantee) 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/Agency 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/Agency 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 performance bank guarantee shall be valid until the .... day of..... (month and year),

Our branch at Keonjhar ..... (Name & Address of the Bank) is liable to pay the guaranteed amount depending on the filing of claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our Keonjhar branch a written claim or demand and received by us at our Keonjhar branch on or before Dt.....otherwise bank shall be discharged of all liabilities under this guarantee thereafter.

.....

**(Signature of the authorized officer of the Bank)**

.....

**Name and designation of the officer**

.....

.....

**Seal, name & address of the Bank & Branch**