

boyanika

OFFICE OF THE ODISHA STATE HANDLOOM WEAVERS COOP. SOCIETY LTD.
Handlooms, Textiles & Handicrafts Deptt. Govt. of Odisha

No.....

EXPRESSION OF INTEREST

Date.....

Bid Reference No. 2456 Dt. 20.11.2020

The "EoI" in sealed cover are invited under two-bid system from bidders for providing manpower services for a period of one year for the sales branches & Head Office of Odisha State Handloom WCS Ltd (boyanika), Bhubaneswar. The details of the bidding process are as follows.

Sl	Bidding Schedule	Deadline
1	Date of Issue	20.11.2020
2	Bid due Date & Time	12.12.2020 (2.00 PM)
3	Opening of Technical Bid	12.12.2020 (4.00 PM)

The bidders are required to submit the technical and financial bids separately. The bids in sealed Cover-I containing "Technical Bid" and sealed Cover-II containing "Financial Bid" should be placed in a third sealed cover super-scribed "BID FOR OUTSOURCING OF MANPOWER" must reach the undersigned on or before 16.11.2020 at 2.00 PM by Registered Post/Speed Post/Courier only.

The bid documents containing eligibility criteria, scope of the work, terms and conditions of the tender and draft agreement is attached herewith for ready reference.

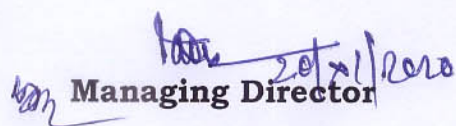
Complete Address for Submission of Bid

Odisha State Handloom Weavers Cooperative Society Ltd. (Boyanika)

Boyan Bhawan, Pandit Jawaharlal Nehru Marg, Unit-III,

Kharvel Nagar, Bhubaneswar, Pin - 751001.

E-mail:- boyanikabbsr@yahoo.in


Managing Director

CC to Acct/Cash/Legal.

Notice Board.

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THE ODISHA STATE HANDLOOM WEAVERS COOP. SOCIETY LTD.
(BOYANIKA).
BOYAN BHAWAN
PANDIT JAWAHARLALA NEHRU MARG, KHARAVELA NAGAR, UNIT-3 BHUBANESWAR- 751001
PHONE:0674-2395387, EMAIL-boyanikabbsr@yahoo.in

**Expression of Interest
FOR**

**SELECTION OF MANPOWER SERVICE PROVIDER
BY THE ODISHA STATE HANDLOOM WEAVERS COOP.
SOCIETY LTD. (BOYANIKA).**

Cost of the Eol Document: Rs.5000/-

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1.1 Objective of the EOI

The Odisha State Handloom Weavers Coop. Society Ltd. (BOYANIKA), has decided to engage the services and support of manpower service providing agency to provide manpower support on outsourcing basics.

The contract shall be initially for a period of 3 years, which may be renewed for further years subject to satisfactory service of the agency and with mutual consent of both the parties.

The detailed information of out sourcing for services of different position has been provided in this tender document and the same is available in BOYANIKA website that is www.boyanika .com. The last date for submission of expression of interest is Dt.12.12.2020 (up to 2 pm) through **register post/speed post/courier** only.

1.2 Schedule for the bid process

SI	Information	Details
1	EOI No. and Date	EOI NO <u>2456</u> , dated <u>20.11.2020</u>
2	Bid validity period	120 days from the last date (deadline) for submission of proposals.
3	Last date (deadline) & time for submission of bids	Last Date – 12.12.2020 Time : 2.00 PM
4	Opening of Technical Bid	Date 12.12.2020 at 4.00PM Boyanika in the office of the undersigned.
5	Technical Bid Presentation by the Bidders	Date 13.12.2020 at 4.00 PM Communication shall be issued by mail to those bidders who qualify in Pre-Qualification Criteria.
6	Time and Date of opening of Financial proposals.	Date 16.12.2020 at 3.30 PM in The office of Boyanika communication shall be issued by mail to those bidders who qualify in Technical bid.
7	Contact person for proposal submission.	Sri Bibhu Kalyan Ray, P.A to Managing Director, Ph-0674-2395387
8	Address for correspondence for all purposes in relation to this EOI	Managing Director, The Odisha State Handloom Weavers Coop. Society Ltd.(BOYANIKA), Boyan Bhawan, P J N Marg, Kharavela Nagar, Bhubaneswar-751001.

2. Scope of Work

Sealed Request for Proposals are invited from eligible, reputed and qualified organizations for the assignments 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 EOI document.

2.1 The category of personnel required is given below.

SI No	Category of post	No of Manpower Required
(A)	(B)	(C)
01	Marketing Executive	01
02	Junior Engineer(Civil)	01
03	Sales Executive.(SE)	02
04	Weaving Supervisor.(Diploma)	02
05	Quality Control Assistant.(QCA)	07
06	Driver	04
07	Electrician	01
08	Steno- cum- DEO	01
09	Data Entry Operator	07
10	Sales Assistant	49
11	Security Personnel	05

The requirement may Increase or Decrease during the contract period. The agency should be prepared to engage more persons as and when required by the management of BOYANIKA and persons may be disengaged during the contract period as per requirement of BOYANIKA.

2.2 Educational Qualification and Description of duty for the different categories of personnel.

SI No	Category of Personnel	Educational Qualification
1	Marketing Executive	MBA Degree with minimum 1 years field experience in supervising marketing of textile related work .
2	Junior Engineer(Civil)	Diploma in civil with minimum 3 years field experience in supervising construction work / building with expert in Auto cad for preparation of plan & Estimate etc
3	Data Entry Operator.	Graduate with PGDCA with minimum 3yrs experience as DEO working in Govt. or Govt. aided organization / Project. The Data Entry Operator should have a speed of 40 characters per minute in English / Odia and should be well conversant with computers and essentially well trained in MS office, Internet and LAN function.
4	Weaving Supervisor (Diploma)	IIHT Diploma / Degree with minimum 1 Year of Experience in similar work.
5	Quality Control Assistant.(QCA)	IHWD with 1 Year of Similar Exp.
6	Driver	Valid LMV License Holder with 3 Years of Similar Exp.
7	Electrician	With Valid License and 5 Years of similar Exp.
8	Steno-Cum-DEO	Graduate with Stenography and well conversant with computer system with 2 Years of Similar Exp.
9	Sales Assistant	+2 with PGDCA, with 1 Year of Exp in Textile sales.
10	Sales Executive.	MBA with 1 Years of Exp in dealing with Textile Sale.

N:B : Age Limit : She/he should be above 18 years of age and not exceeding 40 years as on 01.10.2020. The selection & deployment of above indicated posts shall be guided by BOYANIKA.

3. TERMS & CONDITIONS

GENERAL:

1. The selected manpower Service Provider shall execute an agreement for providing necessary services in the BOYANIKA agreement form.
2. The agreement shall automatically expired on due date unless extended by the mutual consent of the manpower service provider and the authority..
3. The Agreement may be extended, on the same terms and conditions or with some additions / deletions / modification for a further specific period mutually agreed upon by the Manpower service provider and the Authority.
4. The Manpower Service Provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this Agreement to any other agency or organization by whatever name be called without the prior written consent of the Authority.
5. The requirement of BOYANIKA may increase or decrease marginally, during the period of initial contract also and the Firm would have to provide additional manpower services, if required, on the same terms and conditions.
6. The Manpower Service Provider will be bound by the details furnished by it to the Authority while submitting the EoI or at subsequent stage. In case, any of such documents furnished by it is found to be false at any stage, it would be deemed to be a breach of terms of Agreement making it liable for legal action besides termination of the Agreement.
7. The manpower service provider shall give preference to the manpower (persons) already working with Boyanika in different assignments while selecting & deputing manpower to Boyanika.
8. The Authority reserves the right to terminate the Agreement during initial period also after giving 15 days' notice to the Manpower Service Provider.
9. The persons deployed shall be required to report for work at as directed to the Unit Head or such other officer as may have been kept in charge of the Office Establishment of the Office concerned and would leave after 8 hour work and may also required to work beyond this, if required, for which he would not be paid any extra remuneration. In case, the person deployed remains absent on a particular day or comes late / leaves early on three occasions, proportionate deduction from the remuneration for one day will be made.
10. The Manpower Service Provider shall nominate a coordinator who shall be responsible for immediate interaction with BOYANIKA so that optimal services of the persons deployed could be availed without any disruption.
11. The entire financial liability in respect of manpower services deployed in the BOYANIKA shall be that of the Manpower Service Provider and BOYANIKA in no way be liable. It will be the responsibility of the Manpower Service provider to pay to the person deployed a sum not less than the minimum rate quoted in the financial bid and adduce such evidence as may be required by BOYANIKA.

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12. For all intents and purposes, the Manpower Service Provider shall be the "Employer" within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Manpower Service Provider shall not have any claim whatsoever like employer and employee relationship against BOYANIKA.
13. The Manpower Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. BOYANIKA shall, in no way, be responsible for settlement of such issues whatsoever. In case the grievances of the deployed person are not attended to by the Manpower Service Provider the deployed person can place their grievance before a Joint Committee consisting of a representative of BOYANIKA and an authorized representative of the Manpower Service Provider.
14. The BOYANIKA shall not be responsible for any financial loss or any injury to any person deployed by the Manpower Service Provider in the course of their performing the functions / duties, or for payment towards any compensation.
15. The persons deployed by the Manpower Service Provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular / confirmed employees during the currency or after expiry of the Agreement.
16. In case of termination of this Agreement on its expiry or otherwise, the persons deployed by the Manpower Service Provider shall not be entitled to and shall have no claim for any absorption in regular or other capacity.
17. The person deployed shall not claim any benefit or compensation or absorption or regularization of deployment with office under the provision of rules and Acts. Undertaking from the person deployed to this effect shall be required to be submitted by the Manpower Service Provider.
18. The Manpower Service Provider must be registered with the concerned Govt. Authorities, i.e. Labour Commissioner, Provident Fund Authorities, Employees State Insurance Corporation etc., and a copy of the registration should be submitted. The Manpower Service Provider shall comply with all the legal requirements for obtaining License under Contract Labour (Regulations and Abolition) Act, 1970 if any, at his own part and cost.
19. The Manpower Service provider shall provide a substitute well in advance if there occurs any probability of the person leaving the job due to his / her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Manpower Service Provider. The Manpower Service Provider shall be responsible for contributions towards Provident Fund and Employees State Insurance, wherever applicable.
20. The persons deployed by the Manpower Service Provider should have good police records and no criminal case should be pending against them.
21. The persons deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote good will and enhance the image of BOYANIKA. The Manpower Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.

LEGAL:

22. The persons deployed shall, during the course of their work be privy to certain qualified documents and information which they are not supposed to divulge to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make the Manpower Service provider as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract.
23. The Manpower Service Provider shall be responsible for compliance of all statutory provisions relating to minimum wages payable to different types of worker in respect of the persons deployed by it in BOYANIKA. The BOYANIKA shall have no liability in this regard.
24. The Manpower Service Provider shall also be liable for depositing all taxes, levies, cuss etc. on account of service rendered by it to BOYANIKA, to the concerned tax collection authorities, from time to time, as per the rules and regulations in the matter. Attested xerox copies of such documents shall be furnished to BOYANIKA.
25. The Manpower Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of BOYANIKA or any other authority under Law.
26. The Tax deduction at Source (TDS) shall be done as per the provisions of Income Tax Act / Rules, as amended, from time to time and a certificate to this effect shall be provided by BOYANIKA.

*** Note: Registration / License under the Contract Labour (Regulation and Abolition) Act, 1970 is applicable to Manpower Service Provider employing more than 20 workmen.**

27. In case, the Manpower Service Provider fails to comply with any liability under appropriate law, and as a result thereof, BOYANIKA is put to any loss / obligation, monetary or otherwise, BOYANIKA will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Manpower Service Provider, to the extent of the loss or obligation in monetary terms.
28. The Agreement is liable to be terminated because of non-performance, deviation of terms and conditions of contract, non-payment of remuneration of employed persons and non-payment of statutory dues. The BOYANIKA will have no liability towards non-payment of remuneration to the persons employed by the Manpower Service Provider and the outstanding statutory dues of the service provider to statutory authorities. If any loss or damage is caused to BOYANIKA by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the performance Security Deposit.

FINANCIAL:

29. The Technical Bid should be accompanied with an earnest Money Deposit (EMD), refundable without interest, in the form of Demand Draft / Pay Order drawn in favour of BOYANIKA payable at Bhubaneswar, failing which the EoI shall be rejected out rightly.
30. The Earnest Money Deposit in respect of the agencies which do not qualify the Technical Bid (First Stage) / Financial Bid (Second competitive stage) shall be returned to them without any interest. In case of successful EoIer if the agency fails to deploy the required manpower against the initial requirement within 30 days from date of placing the order the EMD shall stand forfeited without giving any further notice.
31. The successful EoI will have to deposit a Performance Security Deposit of Rs.12,92,000.00 (Rupees twelve lakhs ninety-two thousand) only in the form of Bank Guarantee from only Nationalized Bank drawn in favor of the Authority covering the period of contract or STDR duly placed in favor of the authority. In case, the contract is further extended beyond the initial period, the Bank guarantee / STDR will have to be accordingly renewed by the successful EoIs.
32. In case of breach of any terms and conditions of the agreement, the Performance Security Deposit of the Manpower Service Provider shall be liable to be forfeited besides annulment of the Agreement.
33. The Manpower Service Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by BOYANIKA in respect of the persons deployed and submit the same to the prescribed authority of BOYANIKA in the first week of the succeeding month. As far as possible the payment will be released by the second week of the succeeding month.
34. The claims in bills regarding Employees State Insurance, Provident Fund, Service Tax etc. should be necessarily accompanied with documentary proof pertaining to the concerned bill month. A requisite portion of the bill or whole of the bill amount shall be held up till such proof is furnished, at the discretion of BOYANIKA.
35. The amount of penalty calculated @ Rs. 100/- per day on account of delay, if any, in providing a suitable substitute for the period beyond three working days by the Manpower Service Provider shall be deducted from its monthly bills in the succeeding month.
36. BOYANIKA reserves the right to withdraw or relax any of the terms and conditions mentioned above so as to overcome the problem encountered at a later stage.
37. In the event of any dispute arising in respect of the clauses of the agreement the same shall be resolved through negotiation. Decision of the Managing Director of BOYANIKA shall be binding on all parties.
38. The successful bidder will enter into an agreement with BOYANIKA for supply of suitable and qualified manpower as per requirement of BOYANIKA on the above terms and conditions.

4. Overall Guidelines for General Requirements for Bid

4.1 General Instructions

- a) While every effort has been made to provide comprehensive and accurate background information, requirements and specifications, Bidders must form their own conclusions about the solution needed to meet the requirements. Bidders and recipients of this EOI may consult their own legal advisers in relation to this EOI.
- b) All information supplied by the bidders may be treated as contractually binding on the bidders, on successful award of the assignment by the BOYANIKA on the basis of this EOI.
- c) No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the BOYANIKA. Any notification of preferred bidder status by the BOYANIKA shall not give rise to any enforceable rights to the Bidder. The BOYANIKA may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the BOYANIKA
- d) This EOI supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.

4.2 Compliant Proposals / Completeness of Response

4.2.1 Bidders are advised to study all instructions, forms, terms, requirements and other information in the EOI documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the EOI document with full understanding of its implications.

4.2.2 Failure to comply with the requirements of this paragraph may render the proposal non-compliant and the proposal may be rejected.

4.2.3 Bidders must: -

- a) Include all documentation as specified in this EOI;
- b) Follow the format of this EOI and respond to each element in the order as set out in this EOI;
- c) Comply with all the requirements as set out in this EOI. The documents once submitted by the bidder in sealed cover along with the tender paper are final. No further document or communication will be entertained once the tender is opened.

4.3 Key Requirements of the Bid

4.3.1 Right to Terminate the Process

- a) BOYANIKA may terminate the EOI process at any time and without assigning any reason. BOYANIKA makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- b) This EOI does not constitute an offer by BOYANIKA. The bidder's participation in this process may result BOYANIKA selecting the bidder to engage towards execution of the contract.

4.3.2 EOI Document Fees

EOI document can be downloaded from the website www.boyanika.com. The bidders are required to submit the document Fee (non-refundable) of Rs.5000/- (Rupees Five Thousand Only) by Demand Draft in favour of "The Odisha State Handloom Weavers Coop Society Ltd. (BOYANIKA)" and payable at Bhubaneswar from any of the scheduled/ Nationalized bank along with the proposal. No relaxation will be given to NSIC/DIC/MSME registered firms. Proposals received without or with inadequate EOI Document fees shall be rejected.

4.3.3 Earnest Money Deposit (EMD)

Bidders shall submit, along with their Bids, EMD of **Rs 22,000/- (Rupees Twenty two Thousand only)**, in the form of a Demand Draft issued by any nationalized/ Scheduled bank in favor "The Odisha State Handloom Weavers Coop Society Ltd. (BOYANIKA)", payable at Bhubaneswar", and should be valid for **90 days** from the due date of the EOI.

- a) EMD of all unsuccessful bidders would be returned /refunded by BOYANIKA within 1 month of declaration of the successful bidder. The EMD for the amount mentioned above, of successful bidder would be returned upon submission of performance security.
- b) The EMD amount is interest free and will be returned/ refundable to the unsuccessful bidders without any accrued interest on it.
- c) No relaxation will be given to NSIC / DIC / MSME registered firms. The bid / proposal submitted without EMD, mentioned above, will be summarily rejected. The EMD may be forfeited: If a bidder withdraws its bid during the period of bid validity.
- d) In case of a successful bidder, if the bidder fails to sign the contract in accordance with this EOI.

4.4 Submission of Proposals

The bidders should submit their responses as per the format given in this EOI in the following manner.

- a) **Technical Proposal** - (1 copy) in first envelope. The technical Proposal should include details of Pre-Qualification, Technical Evaluation Criteria Supporting Documents & the copy for presentation of Proposed Methodology and Team Structure", in 1st envelope
- b) **Commercial Proposal** - (1 Original copy) in 2nd envelope

Please submit a documented Technical Proposal which should include:-

- a) An outline of the approach which the firm intends to adopt, including a detailed service(s) description.
- b) Time required for supply of Manpower, preferably within 3 days from the date of issue of work order to the party.
- c) A detailed statement of the way in which the work would be undertaken showing, inter-alia, the scheduling of the personnel services during the period of contract;
- d) An indication of the type of staff to be deployed and their academic backgrounds and practical experience in Textile and Handloom related projects.
- e) A statement of suitability indicating experiences in similar projects including the year in which it was undertaken and details of the clients served.

Note: Any financial information contained in the technical proposal will invalidate the proposal.

- a) The proposal should be according to the format as mentioned in this EOI. While preparing the proposal the following points should be kept in mind-
- b) The offer should remain valid for acceptance for 180 days from the date of closing
- c) The proposals shall address all the requirement of this tender and must be submitted in the English language.
- d) The response to Technical Proposal (including Pre-Qualification criterion) and Commercial Proposal (As mentioned in previous paragraph) should be covered in separate sealed envelopes super-scribing "Technical Proposal" and "Commercial Proposal" respectively.
- e) Please note that prices should not be indicated in the Technical Proposal but should only be indicated in the Commercial Proposal.
- f) These two envelopes containing copies of Technical Proposal (including the Pre-qualification Proposal) , and Commercial Proposal should be put in single sealed envelope clearly marked "Response to EOI for Supply of Manpower for performing and managing day to day activities at BOYANIKA and the wordings "DO NOT OPEN BEFORE < Date and Time >"
- g) The outer envelope should also indicate clearly the name, address, telephone number, E-mail ID and fax number of the bidder to enable the Bid to be returned unopened in case it is declared "Late".
- h) All the pages of the proposal 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 the Bid.
- i) The original proposal/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 proposals.
- j) All pages of the bid including the duplicate copies, shall be duly signed and stamped by the authorized person or persons who sign the bid.
- k) The bid should be submitted by speed post/registered post/ Courier only. No hand receipt of the bid shall be entertained.

4.5 Authentication of Bids

A Proposal should be accompanied by a power-of-attorney in the name of the signatory of the Proposal except proprietorship firms . In case of proprietorship the proprietor must sign all the submitted papers.

4.6. Preparation and Submission of Proposal

4.6.1 Proposal Preparation Costs

A bidder can submit only one proposal at a time. Bidder submitting more than one proposal shall be rejected. The bidder shall be responsible for all costs incurred in connection with participation in the EOI process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by BOYANIKA to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process.

BOYANIKA will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

4.6.2 Language

The Proposal should 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.

4.6.3 Venue & Deadline for Submission of Proposals

Proposals, in its complete form in all respects as specified in the EOI, must be submitted to at the address specified below. All submissions must be to BOYANIKA through the **registered post/Speed post/ Courier only**.

BOYANIKA will not be responsible for any delays caused by the **registered post/speed-post/ Courier**. in this matter.

Addressed To	Managing Director
Name	Odisha State Handloom WCS Ltd, (BOYANIKA)
Address	BOYAN BHAWAN, PANDIT JAWAHARLAL NEHERU MARG, KHARAVELA NAGAR, UNIT-3. BHUBANESWAR-751001
Telephone	0674-2395387
Email	boyanikabbsr@yahoo.in
Last Date & Time of Submission	

4.6.4 Late Bids

- 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.
- The bids submitted by telex/telegram/fax/e-mail etc. shall not be entertained. No correspondence will be entertained on this matter.
- BOYANIKA 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.
- BOYANIKA reserve the right to modify and amend any of the above-stipulated condition/criterion depending upon project priorities vis-à-vis urgent commitments.

4.7 Evaluation Process

- a) BOYANIKA will constitute a Proposal Evaluation Committee to evaluate the responses of the bidders.
- b) The Proposal Evaluation Committee constituted by the BOYANIKA will evaluate the responses to the EOI and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.
- c) The decision of the Proposal Evaluation Committee in the evaluation of responses to the EOI shall be final. No correspondence will be entertained outside the process of negotiation/ discussion with the Committee.
- d) The Proposal Evaluation Committee may ask for meetings with the Bidders to seek clarifications on their proposals
- e) The Proposal Evaluation Committee reserves the right to reject any or all proposals on the basis of any deviations.
- f) Each of the responses shall be evaluated as per the criteria and requirements specified in this EOI.

4.8.1 Tender Opening

The proposals submitted up to **Dt.12.12.2020 at 2.00 PM** will be opened on **Dt.12.12.2020 at 4.00 PM** by the Managing Director, BOYANIKA. or any other officer authorized by BOYANIKA in the presence of such Bidders or their duly authorized representatives. The representatives of the bidders are advised to carry the identity card or a letter of authority from the tendering firms to identify their bonafides for attending the opening of the proposal.

4.8.2 Tender Validity

The offer submitted by the Bidders should be valid for minimum period of **180** days from the last date of submission of bid.

4.9 Site Visit

The bidder may wish to visit and examine the site(s) of the project, at its own responsibility and risk, and obtain all information that may be necessary for preparing the bid and entering into the contract. The cost of visiting the site(s) shall be borne by the bidder.

5. Tender Evaluation

a) Initial scrutiny of the bid shall be done and the proposal shall be treated as non-responsive if found incongruous in terms of:-

- i. having been not submitted in the format as specified in the EOI document.
- ii. received without the Letter of Authorization (Power of Attorney).
- iii. found with suppression of details.
- iv. submitted without the documents requested in the checklist.
- v. having incomplete information, subjective, conditional offers and partial offers submitted.
- vi. having non-compliance of any of the clauses stipulated in the EOI.
- vii. having lesser validity period.

All responsive bids will be considered for further processing as per the steps given below.

- i. First the Pre-Qualification Proposal will be evaluated and only those bidders who qualify the requirements will be eligible for next set of evaluations. Technical Proposal and Commercial Proposal (without opening) of Bidders who do not meet the Pre-Qualification criteria will be returned.
- ii. The technical score of all the bidders would be calculated as per the criteria mentioned below. All the bidders who achieve at least 70 % in the technical evaluation would be eligible for Financial Bid opening and comparison.
- iii. Lowest bid among financial bid will be awarded the contract.
- iv. Proposals of bidders would be evaluated as per Technical Evaluation Criteria and financial evaluation criteria. Agencies / firms should clearly indicate, giving explicit supporting documentary evidence, with respect to the above, in absence of which their proposals will be rejected summarily at the qualification stage itself.
- v. The submission of tender fees & EMD is mandatory for all interested bidders & is applicable for units covered under MSMEs.

5.1. Prequalification Evaluation

The evaluation committee will carry out a detailed evaluation of only those bids which satisfy the pre-qualification criteria defined below.

Sl No	Basic Requirements	Specific Requirements	Documents/Information to be provided in the submitted proposal
1	Legal Entity	The Company should be incorporated under Indian Companies Act 1956 or any other legal entity registered in India like proprietorship or partnership firms. Firm/company must have been registered for a minimum period of seven years ending with 31st March 2020.	Certificate of incorporation Registration Certificate PAN IT Returns for the last 3 consecutive assessment year (up to date 31st March 2020) Professional Tax Registration GST Registration Copy EPF/ESI Registration Certificate
2	Geographical Presence	The bidder must have its office located in The State of Odisha.	Address Proof (No such undertaking shall be considered)
3	Blacklisting	The Company should not have been blacklisted by the Government or Government Entity in the last Seven years ending with 31st March 2020 & till the date of submission of the Bid.	The organization will have to submit an Affidavit (Notary affidavit on original stamp paper of relevant value) with following clauses:- 1. It has not been blacklisted by any Government Organization 2. The organization does not have any legal suit / criminal case pending against it for violation of PF /ESI/MW Act or any other law. Self declaration by the bidder in Letter Head.
4	Annual Turnover	The company must have an average annual turnover of Rs 1 Crore in last three years.	Audited Balance of last three assessment Years (AY 2017-18, AY 2018-19 and AY 2019-20). Income tax clearance for these three years must be submitted. The bidder should submit the Chartered Accountant certificate specifically on the average annual turnover.

5	Technical Capability	The Service Provider Agency should have experience of Seven years' in providing manpower to Government Departments, Public Sector Undertakings, Banks, Insurance Companies etc. for which the required experience certificates are to be enclosed.	Year wise Work Order + Work Completion Certificates of the bidder (List to be Prepared in one sheet and submitted)
6	Manpower Strength	The vendor should have at least 500 relevant Manpower on its roll to be eligible to bid in the Project.	The ECR for the Month of Sept-2020 must be submitted.
7	Fees	The Bidder must have submitted Rs.5000/- (Rupees five Thousand Only) towards the cost of the Tender Document. The Bidder must have furnished the EMD of Rs 22,000/- (Rupees twenty-two thousand only).	DD from a scheduled bank/ Nationalized Bank payable at Bhubaneswar.

5.2. TABLE FORMAT FOR BIDDER'S PROFILE & SUPPORTING DOCUMENTS

Particulars	Information in detail with Supporting Documents with Page No.
Registration Certificate No./ Date of Registration	
Demand Draft towards cost of tender paper	
Details of Earnest Money Deposit:	
Name of Proprietor /Partner/ Director	
Full Address of Registered Office (with Pin Code, Telephone No, Mobile No, FAX No. , E-Mail Address)	
Full address of Operating Branch Office (with Pin Code, Telephone No, Mobile No, FAX No., E-Mail Address)	
Name, telephone no. / mobile No / email address of authorized officer /person to coordinate with the office of BOYANIKA	
Banker of the Manpower Service Provider (Attach certified copy of statement of A/c for the last Three years) Address & Telephone Number of Banker :	
Attested copy of PAN Card	
Statutory Registration No. (under License & Contract Labour Act 1970 obtained from Labour Department, Government of The Odisha	
Attested copy of GST registration certificate; Last 3 month GST return copies.	
Attested copy of the E. P.F. registration letter / certificate & last updated ECR Challan Copy;	
Attested copy of the E.S.I. registration letter / certificate;	
Average Annual Turnover of the agency (Chartered Accountant Certificate Copy)	

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Attested copies of the IT return filed by agency for the assessment last three years (2017-18, 2018-19 & 2019-20)	
Home Department permission letter for Security Guard	
Affidavit from Notary Public declaring firm is not blacklisted.	
Experience certificate if any.	
Copy of power-of-attorney in the name of the signatory of the Proposal to be submitted	
Give details of the similar contracts handled by the tendering Manpower Service Provider during the last three financial year 2017-18, 2018-19 & 2019-20 in the following format	

(If the service providing agency list provided is insufficient, a separate sheet may be attached)

Sl. No.	Name of client, address, telephone & Fax no.	Manpower services provided		Annual Bill amount (Rs. Lacs)	Duration of contract	
		Type of manpower provided	No.		From	To

5.3. Technical Evaluation

The proposals submitted by the prime bidder will be evaluated on three broad parameters as described in the table below. The bidder must get at least 70% of the maximum possible score i.e out of total @100 marks, in the technical section in order to qualify for opening of the commercial/financial evaluation.

Technical Bid Evaluation Sheet:

Sl No	Criteria	Sub-Criteria	Basis of Evaluation	Maximum Marks	Supporting Document
1	Relevant experience in similar completed Projects	No. and size of completed project: - Experience in manpower outsourcing The work order should have been issued in last 3 years, as on 31st March 2019.	1 project worth Rs 15 Lakh = 5 Marks 1 project worth Rs 16 to Rs 30 Lakh = 10 Marks 1 project worth Rs 31 Lakh to Rs 45 Lakhs = 15 Marks 1 project worth Rs 45 Lakhs and above= 20 Marks Cap of max 40 marks. Note- The marks to be multiplied with number of projects	40	Work Order + Project Completion Certificate from the Client.

2	Relevant experience in similar on-going Projects	Ongoing-project:- Experience in handing similar type of projects in manpower outsourcing	1 project worth Rs 15 Lakh = 2.5 Marks	10	Work Order + Project Completion Certificate from the Client.
			1 project worth Rs 16 to Rs 30 Lakh = 5 Marks		
			1 project worth Rs 31 Lakh to Rs45 Lakhs = 7.5 Marks		
			1 project worth Rs 45 Lakhs and above=10 Marks		
			Cap of max 10 marks.		
			Note- The marks to be multiplied with number of projects		
3	Average Annual Turnover of the Bidding Company	Average Annual Turnover of the last three Assessment Year i.e AY-2017-18,2018-19, 2019-20 (Minimum of Rs.1 Crore as pre-qualification Criteria)	More than equal to 1 Crore – 5 Marks	20	The bidder should submit the Chartered Accountant certificate specifically on the average annual turnover.
			More than equal to 2 Crore – 10 Marks		
			More than equal to 5Crore – 20Marks		
			Cap of max 15 marks		
4	Proposed Methodology and Team Structure	1. Approach and methodology for resource management and 2. Feedback mechanism 3. Number of similar manpower available with the firm	Qualitative assessment based on 1. Team structure & availability of personnel and reporting mechanism- 10marks 2. Risk mitigation (contingency plan) and exception handling, Transparency on deposit of EPF, ESI, GST-10 marks 3. Bidders (if Any) having experience in the same Manpower project earlier- 10 marks	30	

6. FINANCIAL BID

6.1. Financial Proposal (Overall Cost)

The following tables should be used to quote the cost supply of manpower for performing and managing day to day activities at Boyanika per month which shall be inclusive of all cost i.e manpower & service charges etc. **The least cost quoted (i.e Cost of service Charge per manpower quoted) by the bidder shall be treated as L1bidder.**

Manpower Type	Fixed Monthly Remuneration in Rs.	Service Charge per Manpower in Rupees
A	B	C
Marketing Executive	13,500.00	
Junior Engineer.(Civil)	13,500.00	
Sales Executive.(SE)	13,500.00	
Weaving Supervisor.(WS)	13,500.00	
Quality Control Assistant	8,880.00	
Driver	10,000.00	
Electrician	10,000.00	
Steno- cum- DEO	10,000.00	
Data Entry Operator.(DEO)	8,880.00	
Sales Assistant	8,880.00	
Security Personnel	14,921.00	

- a) The Column "B" shows fixed monthly remuneration as approved by BOYANIKA. Hence the bidder shall not make any change in the approved rate column.
- b) The Bidder has to quote rate of "Service Charge per Manpower" at column No. "C" for all categories of manpower i.e the bidder has to quote rate for service charge per manpower.
- c) The bidder shall quote a workable rate for service charges. The bids with "Nil" or abnormally low quoted service charge will be treated as "Non responsive" and will be rejected during financial evaluation. Also the rate should not be quoted by the bidder in any decimal point or in paisa.
- d) Under no circumstances the wage will be less than Minimum wage.
- e) The service charges shall be paid in multiple of number of manpower to be engaged with the L1 approved unit rate
- f) The employer's share of EPF@13% and ESI@3.25% shall be paid over & above the fixed monthly remuneration.
- g) The employee's share of EPF@12% and ESI@1.75% may be deducted from the monthly payment to staffs.
- h) In case of any enhancement of wages by BOYANIKA during the tenure of the contract, the enhanced rate shall be paid to these Manpower by the service provider from the effective date and the same shall be recouped by the BOYANIKA.
- i) There will be no enhancement in the percentage rates of Service Charges other than the manpower cost during the tenure of the contract or in any extended period of contract, if required. The percentage will remain unchanged.
- j) The Manpower cost shall be paid monthly basis, on actual days of working as per the work certificate. No overtime charges will be entertained.
- k) The monthly acquaintance roll along with the bank account transfer copy for payment to these Manpower deployed need to be submitted.
- l) The payment shall be made on conclusion of the calendar month only on the basis of number of working days for which duty has been performed by each manpower. In case of persons engaged in sale braches, the holidays applicable for sale branches will be applicable for them. Similarly, holidays for Head Office staff of Boyanika will be applicable for the persons engaged in Head Office, Boyanika.
- m) No TA/DA shall be either quoted/paid over & above the amount mentioned above.

Date
Place

Signature of authorized person
Full Name:
Seal:

Handwritten signature

6.2 Financial evaluation

All bid prices should be inclusive Cost for Supply of Manpower for performing and managing day to day activities at BOYANIKA, taxes and levies. The bidder should give a reasonable bid. The commercial bids submitted will be checked against following parameters:-

- a) The bid price should include all taxes and levies and should be expressed in Indian rupees.
- b) The Bid Price should include cost of deployment for Supply of Manpower for performing and managing day to day activities at BOYANIKA.
- c) Any conditional bid will not be accepted.
- d) Lowest bid among financial bid will win the bid.
- e) In case of a tie in financial bid, the bidder with higher technical score will be awarded the contract.
- f) The bidder needs to reflect the Cost and Tax figure separately in the commercial bid. In case of differential tax structure, the cost figure exclusive of Tax shall be taken into account for evaluation of lowest bid.

7. Award of contract

7.1 Right to accept any proposal and to reject Any or all Proposal(s)

The BOYANIKA 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 Goo action.

7.2. Notification of Award

- a) BOYANIKA will notify the successful bidder within 180 days of receiving proposals in writing or by fax or email. In case the tendering process is not completed within the stipulated period, BOYANIKA., may request the bidders to extend the validity period of the bid beyond 180 days.
- b) The notification of award will constitute the formation of the contract. Upon the successful bidder's furnishing of performance security, BOYANIKA will notify each unsuccessful bidder and return their EMD.

7.3 Contract Finalization and Award

- a) BOYANIKA shall reserve the right to negotiate with the bidder(s) whose proposal has been most responsive. On this basis the draft contract agreement would be finalized for award & signing.
- b) BOYANIKA may also decrease or increase the quantity of any item in the Scope of Work defined in the EOI. Accordingly total contract value may be changed on the basis of the rates defined in the financial proposal.
- c) BOYANIKA reserves the right to make necessary negotiations, as deemed appropriate, with the selected bidders depending upon the project priorities and to safe guard the public interest there upon.

7.4 Performance Security

The selected bidder would be required to provide a Performance Security either in form of Demand Draft from any Nationalized/ scheduled Bank or in form of Performance Bank Guarantee from any Nationalized/ scheduled Bank or STDR duly pledged to the managing Director, BOYANIKA, within 15 days from the notification of award, for a value of Rs.12,92,000.00 (Rupees twelve lakhs ninety-two thousand). The performance security should be valid for a period of 60 days beyond the period of contractual obligations (including warranty period). The selected bidder shall be responsible for extending the validity date of the performance security as and when it is due on account of non-completion of the project and warranty period. In case the selected bidder fails to submit performance security within the stipulated time, the BOYANIKA at its discretion may cancel the order placed on the selected bidder without giving any notice. The BOYANIKA shall invoke the performance security in

case the selected vendor fails to discharge their contractual obligations during the period or GoO incurs any loss due to vendor's negligence in carrying out the project as per the agreed terms and conditions.

MSME units applying for the bid and if awarded for the bid after due selection, have to deposit the performance security deposit within the time schedule.

7.5 Signing of Contract

After BOYANIKA notifies the successful bidder that its proposal has been accepted, the two parties shall enter into a contract, incorporating all clauses of the proposal of the bidder between BOYANIKA and the successful bidder as per the service agreement as per format-14 placed at 10.10.

7.6 Failure to Agree with the Terms and Conditions of the EOI

Failure of the successful Bidder to agree with the Terms and Conditions of the EOI shall constitute sufficient grounds for the annulment of the award, in which event BOYANIKA may award the contract to the next best value bidder to award in L1 rate or call for new bids.

7.7 Dispute Resolution Mechanism

The Bidder and BOYANIKA shall Endeavour their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner:-

- a) The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within **seven (7) days** of receipt of the notice.
- b) The matter will be referred for negotiation between BOYANIKA and the Authorized Official of the Bidder. The matter shall then be resolved between them and the agreed course of action documented within a further period of **15 days**.
- c) In case it is not resolved between BOYANIKA and the bidder, it will be referred to the Commissioner-cum-Secretary, HTH Department for negotiation and his decision will be final and binding on both the parties.

7.8 Notices

Notice or other communications given or required to be given under the contract shall be in writing and shall be faxed/e-mailed/hand-delivery/courier with acknowledgement thereof, or transmitted by pre-paid registered post or courier.

7.9 Exit Plan

The selected Bidder will provide systematic exit plan and conduct proper knowledge transfer process to handover operations to team/vendor appointed by BOYANIKA before project closure.

8. Payment Schedule

Payment will be made on monthly basis of number of working days for which duty has been performed by manpower, where vendor shall raise the bill, in triplicate and submit the same to the concerned authority in the first week of the succeeding month on receiving the attendance of all deployed persons from Boyanika. As far as possible the payment will be released by second week of the succeeding month.

8.1 Terms & Conditions

- a) The payment shall be released on monthly basis i.e. within 15 days of completion of each month.
- b) The invoice shall be considered for sanction while payment proportionately on the basis of actual work certificate & actual date of functioning various level.
- c) The invoice for payment shall be submitted along with all such supporting documents as will be required during the release of payment. The EPF/ESIC of the vendor's employees for this project would be mandatory and payment to be done through bank account.
- d) In case of reduced services/quantities, the invoice shall be raised based on actual.
- e) The Tax shall be paid on actual prevailing rate at the time of release of payment (on actual bill amount only) as per the prevailing rate as per Income Tax Act.
- f) Each such supporting document as will be needed to substantiate the expenditure incurred shall be submitted along with the invoice copy.
- g) The proof copy of the depositing the tax amount along with periodic filing statement copy of the taxes raised in the invoice shall be submitted by the contract holder.
- h) TDS shall be applicable at the prevailing rate as per the Income Tax Act at time of release of actual payment.
- i) It is required to ensure that all deliverables are of high quality and have undergone sufficient internal review process before being shared with the department. Any risks, dependencies, limitations, additions, deletions etc. shall be flagged at least 10 days in advance to the MD, BOYANIKA to ensure necessary mitigation action.

9. Financial Requirements of BID

- a) The Earnest Money Deposit in respect of the agencies which do not qualify the Technical Bid (First Stage) / Financial Bid (Second competitive stage) shall be returned to them without any interest. In case of successful tenderer, if the agency fails to deploy the required manpower against the initial requirement within 15 days from date of placing the work order the EMD shall stand forfeited without giving any further notice.
- b) The successful Tenderer will have to deposit a Performance Security Deposit of Rs.12,92,000.00 (Rupees twelve lakhs ninety-two thousand) either in form of Demand Draft from any Nationalized/ Scheduled Bank or in form of Performance Bank Guarantee from any Nationalised/ Scheduled Bank drawn in favour Managing Director, BOYANIKA or STDR in the name of the agency duly pledged to the Managing Director, BOYANIKA covering the period of contract. In case, the contract is further extended beyond the initial period, the performance security will have to be accordingly renewed by the successful tenders. The amount of performance security deposit is to be determined by the Authority taking into account the contractual obligation of the vendor.
- c) In case of breach of any terms and conditions, the Performance Security Deposit of the vendor shall be liable to be forfeited besides annulment of the agreement.
- d) The Authority reserves the right to withdraw or relax any of the terms and condition mentioned above so as to overcome the problem encountered at a later stage.
- e) In the event of any dispute arising in respect of the clauses of the agreement the same shall be resolved through negotiation. Alternatively the dispute shall be referred to the next higher authority or controlling officer for his decision and the same shall be binding on all parties.

f) All disputes shall be under the jurisdiction of the court at the place where the headquarters of BOYANIKA is located, i.e. Bhubaneswar. The successful bidder will enter into an agreement with BOYANIKA for supply of suitable manpower i.e. qualified manpower as per the requirement of the BOYANIKA on above terms and conditions.

10. FORMATS FOR BID

10.1 Checklist for Submission of Bid

The tender document of the bidder shall be rejected if any of the following documents is not found with the tender document.

Bid submission check list

Sl	Description	Submitted (Yes/No)	Page No.
1	Covering letter in bidders letter head		
2	Demand Draft towards cost of Tender Document		
3	Demand Draft for EMD		
4	Attested copy of Registration of the agency		
5	Certified copy of the statement of bank account of agency for the last one year		
6	Declaration on Manpower details of the agency;		
7	Attested copy of PAN Card		
8	Attested copies of the IT return filed by agency for last three assessment years		
9	Audit reports for the last three financial years.		
10	Attested copy of GST registration certificate and latest returns filed for last three months		
11	Attested copy of the E. P.F. registration letter / certificate & ECR Challan copy for the month of September 2020		
12	Attested copy of the E.S.I. registration letter / certificate and details of deposit of ESI for employees for the month of September 2020		
13	Copy of valid PSARA License (in case of security service/labour license)		
14	Professional Tax registration, enrollment and tax receipt		
15	Chartered Accountant Certificate for Average turnover of the agency		
16	Affidavit from Notary Public declaring the firm is not blacklisted by any Central/State Govt. or any autonomous body during the recent past in form-T2 at 10.6		
17	Experience certificates if any		
18	Power of attorney in favour of the persons signed the bid on behalf of the bidders		
19	Undertaking for not having any criminal case pending against the bidder (Form – T3)		
20	Technical bid duly filled in (covering letter, Form – T1, T2 & T3)		

It is to be ensure that:

1. All information has been submitted as per the prescribed format only.
2. Each part has been separately bound with no loose sheets and each page of all the three parts are page numbered along with index page.
3. All pages of the proposal needs to be sealed and signed by the authorized representative.

Authorized Signatory (in full and initials)

Name & Designation with date and seal

10.2. Letter of Proposal

<Location, Date>

To:

Managing Director
The Odisha State Handloom Weavers Coop. Society Ltd. (BOYANIKA),
Boyan Bhawan, PJN Marg, Unit-3, Kharvel Nagar, Bhubaneswar-751001.

Subject: Submission of the Technical bid (Including the details of Pre-qualification Criteria) for
<Name of the assignment>

Dear Sir/Madam,

We, the undersigned, offer to provide solutions to the BOYANIKA on <Name of the engagement> with your Request for Proposal dated <insert date> and our Proposal. We are hereby submitting our proposal, which includes this Technical bid (Including the details of Pre-qualification Criteria) in one envelope and the Financial Bid sealed in another envelope. We hereby declare that all the information and statements made in this Technical bid (Including the details of Pre-qualification Criteria) 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 EOI document. We would hold the terms of our bid valid for 180 days as stipulated in the EOI document.

We hereby declare that we are not insolvent, in receivership, bankrupt or being wound up, our affairs are not being administered by a court or a judicial officer, our business activities have not been suspended and we are not the subject of legal proceedings for any of the foregoing.

The copy of this EOI duly signed and affixed with official seal on its each page is submitted along with the Technical Bid document.

This is to certify that _____Nos (_____In Words) of pages including the cover page have been submitted in the Technical Bid.

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 Firm:

Address: Location: Date:

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10.3. Template for Manpower deployment declaration

Please provide a separate table for project management and services etc.

Sl. No.	Name of Staff	Area of Expertise	EPF/ESI & AADHAR Number of the Staff	Position Assigned & Task Assigned	Time committed for the project
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					

N:B;- The Number of manpower should be in tally with EPF record (To be checked with EPF website / Last ECR Challan Copy).

Seal & Signature of the Bidder:

Business Address:

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10.4. Commercial proposal Covering letter

<Location, Date>

To:

Managing Director
The Odisha State Handloom Weavers Coop. Society Ltd. (BOYANIKA)
Boyan Bhawan, PJN Marg,, Kharvel Nagar, UNIT-3, Bhubaneswar-751001.

Subject: Submission of the Financial bid for <Provide Name of the Implementation Assignment>

Dear Sir/Madam,

We, the undersigned, offer to provide the implementation services for < Title of Implementation Services> in accordance with your Request for Proposal dated < Date> and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of < Amount in words and figures> . This amount is inclusive of the local taxes.

1. Price and Validity

- a) All the prices mentioned in our Tender are in accordance with the terms as specified in the EOI documents. All the prices and other terms and conditions of this Bid are valid for a period of 180 calendar days from the date of opening of the Bid.
- b) We hereby confirm that our prices include all taxes. However, all the taxes are quoted separately under relevant sections.
- c) We understand that the actual payment would be made as per the existing indirect tax rates during the time of payment.

2. Unit Rate

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

3. Deviations

We declare that all the services shall be performed strictly in accordance with the Tender documents except for the variations and deviations, all of which have been detailed out exhaustively in the following statement, irrespective of whatever has been stated to the contrary anywhere else in our bid. Further we agree that additional conditions, if any, found in the Tender documents, other than those stated in deviation schedule, shall not be given effect to.

4. Tender Pricing

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

Handwritten signature

5. Qualifying Data

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

6. Bid Price

We declare that our Bid Price is for the entire scope of the work as specified in the EOI. These prices are indicated Commercial Bid attached with our Tender as part of the Tender.

7. Performance Security

We hereby declare that in case the contract is awarded to us, we shall submit the Performance security in form of Demand Draft or Performance Bank guarantee or STDR duly pledged from a nationalized/ Scheduled Bank.

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, i.e., [Date].

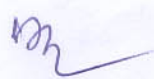
We understand you are not bound to accept any Proposal you receive.

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

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

Thanking you,
We remain,
Yours sincerely,

Authorized Signature:
Official Seal :
Name and Title of
Signatory: Name of Firm:
Address:



10.5 DECLARATION

1 I, _____ Son / Daughter / Wife of Shri
_____ At _____ vill _____ P.S _____ Dist _____

Proprietor/Partner/ Director/authorized signatory of the Service Provider, mentioned above, and competent to sign this declaration and execute this tender document;

2 I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them;

3 The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / we, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Date:

Place:

Signature of authorized person

Full Name:

Seal:

Telephone No.:

Mobile No. :

E-mail id :

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10.6. Form for declaration of not been Blacklisted (By affidavit)

{Place}

{Date}

To,

Managing Director

The Odisha State Handloom Weavers Coop. Society Ltd. (BOYANIKA)

Boyan Bhawan, PJN Marg, Unit-3,

Kharavela Nagar, Bhubaneswar-751001.

Ref: EOI Notification no <xxxx> dated <dd/mm/yy>

Subject: Declaration of not been Blacklisted (By affidavit) in response to the EOI for Selection of Selected Bidder for Supply of Manpower for performing and managing day to day activities at BOYANIKA.

Dear Sir,

We confirm that our company, _____, is not blacklisted in any manner whatsoever by any of the State/UT and/or Central Government in India on any ground including but not limited to indulgence in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice. Place:

Date:

Bidder's Company Seal:

Authorized Signatory's Signature:

Authorized Signatory's Name and Designation:

Note: The Bidder shall necessarily provide a copy of 'Power of Attorney' authorizing the signatory for signing the Bid on behalf of the Bidder in its Pre-Qualification Bid. Also the bidder has to submit a Court affidavit in stamp paper for not being black listed during the last three years.

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10.7. Performance Bank Guarantee

PERFORMANCE SECURITY:

- <Name>
- <Designation>
- <Address>
- <Phone Nos.>

Whereas, <name of the supplier and address> (hereinafter called "the bidder") has undertaken, in pursuance of contract no. <Insert Contract No.> dated. <Date> to provide Implementation services for <name of the assignment> to BOYANIKA (hereinafter called "the beneficiary")

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

And whereas we, <Name of Bank>a banking company incorporated and having its head /registered office at <Address of Registered Office> and having one of its office at <Address of Local Office> have agreed to give the supplier such a bank guarantee.

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

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

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

Notwithstanding anything contained herein:

- I. Our liability under this bank guarantee shall not exceed Rs. <Insert Value> (**Rupees<Insert Value in Words> only**).
- II. This bank guarantee shall be valid up to <Insert Expiry Date>
- III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <Insert Expiry Date>) failing which our liability under the guarantee will automatically cease.

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10.8

FORM - T3

UNDERTAKING

(On the Bidder's Letter Head regarding not have any pending judicial proceedings for any criminal offences)

I, hereby undertake that there is no criminal case pending in any Court of Law against our company or against the Proprietor/Director/Persons to be deployed by our company.

I/We further certify that Proprietor/Director/Persons to be deployed by our company of my company have not been convicted of any offence in any Court in India during the recent past. I understand that I am fully responsible for the contents of this undertaking and its truthfulness.

Yours sincerely,

*Authorized Signature
(in full and initials)*

Name and Designation of the Signatory :

Name of the Bidder and Address :

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10.9

(FORM - T1)

Sl.No.	Name of the Bidder	
1.	Details of Bid Processing fee and Earnest Money Deposit (Demand Draft Details)	DD No.: Date: Amount (Rs.): Drawn on Bank:
2.	Name of the Director/	
3.	Full Address of Registered Office	Postal Address: Telephone No.: FAX No.: E-Mail Address:
4.	Name & Telephone Number of the authorized person signing the Bid	Name and Designation: Mobile Number:
5.	Bank Name	Account Number: Bank and Branch Name IFSC Code:
6.	PAN No. (Attach Self attested copy)	
7.	GSTIN (Attach Self attested copy)	
8.	E.P.F. Registration No. (Attach Self attested copy) (Attach attested copy)	
9.	ESI Registration No. (Attach Self attested copy) (Attach attested copy)	
10.	PSARA Licence No. & Valid Upto (Applicable in case of Security Services)	
11.	Acceptance to all the terms & Conditions of the tender (Yes / No.)	
12.	Power of Attorney/ authorization letter for signing of the bid documents.	
13.	Please submit an undertaking that no criminal case is pending with the Police at the time of submission of bid.	
14.	Kindly mention the total number of pages in the tender document.	

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10.10

SERVICE AGREEMENT

(To be made on Rs. 100.00 Non Judicial Stamp Paper)

This SERVICE AGREEMENT is made on _____ between, _____ (hereinafter called as the "Authority") of the 1st Part and _____ its principal place of business at _____ (hereinafter called the "Service Provider") of the 2nd Part.

WHEREAS

- (a) the "Service Provider", having represented to the "Authority" that he has the required manpower and other resources, has offered to provide the service in response to the Tender Notice No: _____, Dated: _____ issued by the Authority;
- (b) the "Authority" has accepted the offer of the Service Provider to provide the required services as per the terms and conditions as set forth in this Service Agreement.

NOW, THEREFORE, IT IS HEREBY AGREED between the two parties as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - Appendix A: General Terms and Conditions
 - Appendix B: Scope of Work;
 - Appendix C: Contract Price and Payment Term;
2. The mutual rights and obligations of the Authority and the Consultant shall be as set forth in the Contract, in particular :
 - (a) The Service Provider shall carry out the service in accordance with the provisions of the Agreement; and
 - (b) The Certificate on the satisfactory performance of services by the Agency shall be issued by an Officer authorized by the Client and in consideration of the Certificate of Satisfactory Performance of Services Provider, the Authority shall make such payments and in such a manner as is provided in the Agreement.

3. Mode of Payment

The Service Provider will open a specific Bank Account for payment by the Authority in the beneficiary account towards the Service performed by the service provider. The Service Provider will furnish the details of the Bank Account to the Authority within 7days of the signing of the contract.

This Contract constitutes the agreement between two parties in respect to obligations and supersedes all previous communications between the Parties.

4. Now this agreement witnesses as below:-

- a) That in consideration of the payment to be made by the "Authority" to the "Service Provider", the "Service Provider" hereby agrees with the "Authority" to provide manpower resources to be engaged in the [Insert the location] in conformity with the provisions of the terms and conditions of the contract.
- b) That the "Authority" hereby further agrees to pay the "Service Provider" the contract price at the time and in the manner prescribed in the said terms and conditions.
- c) Financial limit under this Contract varies with changes in statutory dues and government taxes as applicable from time to time.
- d) That in the event of any dispute that may arise it shall be settled as per the terms and conditions of the contract.
- e) That this agreement is valid up to _____.

For and on behalf of [Tender Inviting Authority]

Witness 1:

Witness 2:

For and on behalf of [SERVICE PROVIDER]

[Name and Designation of the Representative with seal]

Witness 1:

Witness 2: