



**ODISHA STATE CO-OPERATIVE HANDICRAFTS CORPORATION LTD.**  
D-2/3 & 4, Industrial Estate, Rasulgarh, Bhubaneswar-751010  
Ph-0674-2975390, GSTN:- 21AAAAO0096K2ZQ  
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Letter No. 3694  
File No. Estt/

Date 01.12.23

## **EXPRESSION OF INTEREST**

Bid Reference No. 3694 Dt. 01.12.23

The "EOI" in sealed cover are invited under two-bid system from bidders for providing manpower services for a period of two years for the sales branches & Head Office of Odisha State Cooperative Handicrafts Corporation Ltd.(Utkalika), Bhubaneswar. The details of the bidding process are as follows.

Sl No.	Bidding Schedule	Deadline
1	Date of Issue	01.12.2023
2	Bid due Date & Time	16.12.2023 at 5.00 P.M
3	Opening of Technical Bid	18.12.2023 at 3.00 P.M

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 Dt.16.12.2023 at 5.00 P.M 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 Bill**

**Odisha State Cooperative Handicrafts Corporation Ltd.(Utkalika)**  
D-2/3&4, Industrial Estate, Rasulgarh  
Bhubaneswar-751010  
Email: [oschcutkalika@gmail.com](mailto:oschcutkalika@gmail.com)

**Managing Director**

CC to Acct/ Cash/ Notice Board

**THE ODISHA STATE CO-OPERATIVE HANDICRAFTS CORPORATION LTD.  
(UTKALIKA).**

**D-2/3 &4 ,Industrial Estate Rasulgarh, Bhubaneswar-751010**

**PHONE:0674-2975390.**

**Expression of Interest  
FOR**

**SELECTION OF MANPOWER SERVICE PROVIDER  
BY THE ODISHA STATE CO-OPERATIVE HANDICRAFTS  
CORPORATION LTD. (UTKALIKA).**

**Cost of the Eol Document: Rs.2000/-**

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## 1.1 Objective of the EOI

The Odisha State Co-operative Handicrafts Corporation Ltd. (UTKALIKA), has decided to engage the services and support of manpower service providing agency to provide manpower support on outsourcing basis.

The contract shall be initially for a period of 2 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 UTKALIKA website that is [www.utkalikaodisha.in](http://www.utkalikaodisha.in). The last date for submission of expression of interest is Dt.02.12.2023 (up to 5 pm) through **register post/speed post/courier** only.

## 1.2 Schedule for the bid process

Sl	Information	Details
1	EOI No. and Date	EOI NO.
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: 16.12.2023
4	Opening of Technical Bid	Date: 18.12.2023 at 3.00 P.M Utkalika in the office of the undersigned.
5	Time and Date of opening of Financial proposals.	Date: 19.12.2023 at 3.00 PM in The office of Utkalika communication shall be issued by mail to those bidders who qualify in Technical bid.
7	Contact person for proposal submission.	Sri Satyam Prakash Mohanta,, P.A to Managing Director, Ph-0674-2975390
8	Address for correspondence for all purposes in relation to this EOI	<b>Managing Director,</b> <b>The Odisha State Co-operative Handicrafts Corporation Ltd. (UTKALIKA), D-2/3 &amp;4</b> <b>,Industrial Estate Rasulgarh, Bhubaneswar-751010</b>

## 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.

Sl No	Category of post	No of Manpower Required
(A)	(B)	(C)
01	Accts Asst.	5
02	Office Asst.	2
03	Sales Asst. (inside State)	10
04	Jr. Sales Asst. (inside State)	20
05	Sales Asst. (outside State)	4
06	Jr.. Sales Asst. (outside State)	7
07	Store Asst.	1
08	Attender (inside State)	6
09	Attender (outside State)	4
10	Packing Asst.	1
11	Sweeper	3
12	Sweeping-cum-Packing Asst.	1

13	Watchman	1
14	Security	4
15	Electrician-cum-Sales Asst.	1
	<b>Total</b>	<b>70</b>

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 UTKALIKA and persons may be disengaged during the contract period as per requirement of UTKALIKA.

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

SI No	Category of Personnel	Educational Qualification
1	Accounts Asst.	B.Com with PGDCA with Tally
2	Sales Assistant-	Graduate with PGDCA with minimum 3yrs experience as Sales Assistant, working in Govt. or Govt. aided organization / Project. He should be well conversant with computers and essentially well trained in MS office, Internet and LAN function 1 Year of Exp in Textile and Handicrafts sales is preferable.
3	Sales Assistant Jr.	+2 , with PGDCA 1 Year of Exp in Textile sales.
4	Store Asst.	Must have 10 years of experience in the same field of Textile and Handicrafts store keeping
5	Sweeper	Must have 5 years of experience in the same field.
6	Office Asst	Graduate with PGDCA
	E-Commerce Assistant	B-tech with minimum 2yrs experience as DEO-Cum- E-Commerce Assistant working in Govt. or Govt. aided organization / Project. The E-Commerce should have a speed of 40 characters per minute in English / Odia, should be well conversant with computers, and essentially well trained in MS office, Internet and LAN function. With 1 Year of Exp in Textile and Handicrafts e-commerce management
7	Watchman/ Security Guard	Must have 5 years of experience in the same field.
8	Attender	+2 with with 1 Year of Exp in Textile sales/Handicrafts Sales
9	Packing Asst.	Metric with Packing Exp.
10	Store Asst.	Metric with PGDCA & 3 years exp. In store wok
11	Sweeper	7 <sup>th</sup> Pass
12	Electrician	Diploma in Electrical/ ITI in Electrical (With 2 years experience)

**N:B : Age Limit** : She/he should be above 18 years of age and not exceeding 60 years as on 01.01.2024. Retired Utkalika employees within 65 years may also be given opportunity. The selection & deployment of above indicated posts shall be guided by UTKALIKA.

### **3. TERMS & CONDITIONS**

#### **GENERAL:**

1. The selected manpower Service Provider shall execute an agreement for providing necessary services in the UTKALIKA agreement form.
2. The agreement shall automatically expire 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 UTKALIKA 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 Utkalika in different assignments while selecting & deputing manpower to Utkalika.
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 UTKALIKA 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 UTKALIKA shall be that of the Manpower Service Provider and UTKALIKA 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 UTKALIKA.

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 UTKALIKA.
13. The Manpower Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. UTKALIKA 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 UTKALIKA and an authorized representative of the Manpower Service Provider.
14. The UTKALIKA 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 UTKALIKA. 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 UTKALIKA. The UTKALIKA 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 UTKALIKA, 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 UTKALIKA.
25. The Manpower Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of UTKALIKA 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 UTKALIKA.

**\* 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, UTKALIKA is put to any loss / obligation, monetary or otherwise, UTKALIKA 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 UTKALIKA 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 UTKALIKA 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 UTKALIKA 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 Bidder 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.1,00,000.00 (Rupees One lakh) 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 UTKALIKA in respect of the persons deployed and submit the same to the prescribed authority of UTKALIKA 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 UTKALIKA.
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. UTKALIKA 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 UTKALIKA shall be binding on all parties.
38. The successful bidder will enter into an agreement with UTKALIKA for supply of suitable and qualified manpower as per requirement of UTKALIKA 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 UTKALIKA 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 UTKALIKA. Any notification of preferred bidder status by the UTKALIKA shall not give rise to any enforceable rights to the Bidder. The UTKALIKA may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the UTKALIKA
- 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) UTKALIKA may terminate the EOI process at any time and without assigning any reason. UTKALIKA 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 UTKALIKA. The bidder's participation in this process may result UTKALIKA 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.utkalikaodisha.in](http://www.utkalikaodisha.in). The bidders are required to submit the document Fee (non-refundable) of Rs.2000/- (Rupees Two Thousand Only) by Demand Draft in favour of "The Odisha State Co-operative Handicrafts Corporation Ltd. (UTKALIKA) 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 farms. 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 Co-operative Handicrafts Corporation Ltd. (UTKALIKA), 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 UTKALIKA 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 farms. 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. EMD will be forfeited & L2 bidder will be given the opportunity.

### 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** - 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** -

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 UTKALIKA 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 UTKALIKA to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process.

UTKALIKA 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 UTKALIKA through the **registered post/Speed post/ Courier only**.

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

Addressed To	Managing Director
Name	<b>The Odisha State Co-operative Handicrafts Corporation Ltd (UTKALIKA)</b>
Address	<b>D-2/3 &amp;4 ,Industrial Estate Rasulgarh, Bhubaneswar-751010</b>
Telephone	<b>0674-2975390.</b>
Last Date & Time of Submission	

### 4.6.4 Late Bids

- a) Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall be returned unopened.
- b) The bids submitted by telex/telegram/fax/e-mail etc. shall not be entertained. No correspondence will be entertained on this matter.
- c) UTKALIKA shall not be responsible for any postal delay or non-receipt/ non-delivery of the documents. No further correspondence on the subject will be entertained.
- d) UTKALIKA 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) UTKALIKA has constituted a Proposal Evaluation Committee to evaluate the responses of the bidders.
- b) The Proposal Evaluation Committee constituted by the UTKALIKA 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.16.12.2023** will be opened on **Dt.18.12.2023 at 3.00 P.M** by the Managing Director, UTKALIKA. or any other officer authorized by UTKALIKA 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. The selection of the successful bidder shall be on Quality Cost Based Selection process (QCBS). The total marks for the QCBS method will be 10 marks and out of which 7 marks will be from the technical score obtained from technical evaluation and 3 marks from the rate of service charge quoted in the financial bid.  
The score Calculation procedure:  
a. The Technical score for QCBS= (The total Marks secured from Technical Evaluation/100) x 7.  
For Example: If a bidder secures 95 from 100 in the technical evaluation will secure (95/100) x 7= 6.65 marks for QCBS method.  
  
b. Financial Score: In order to obtain the financial score first the percentage of total service charge quoted will be calculated against the total fixed monthly remuneration. Then the calculation of marks for financial score will be as follows considering the percentage of service charge as "A".  
QCBS Financial Score= 3-(3 x A)  
For Example: If a bidder quotes 5% as service charge its QCBS financial score will be 3-(3 x 5%)= 3-(0.15)= 3-0.15= 2.85  
Total Score and selection: The total of the technical score and financial score will be added to find the total QCBS score. The bidder scoring the highest total QCBS score will be awarded the contract. In case of tie in total QCBS score the bidder having higher turnover will be awarded with 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 2023.	Certificate of incorporation
			Registration Certificate
			PAN
			IT Returns for the last 3 consecutive assessment year (up to date 31st March 2023)
			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 2023 & 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 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 2019-20 and AY 2020-21, AY 2021-22). 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 November-2020 must be submitted.
7	Fees	The Bidder must have submitted Rs.2000/- (Rupees Two 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 UTKALIKA	
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)	

Attested copies of the IT return filed by agency for the assessment last three years (2018-19, 2019-20 & 2020-21)	
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 2018-19,2019-20 & 2020-21 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:**

SI 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 2022.	1 project worth Rs 15 Lakh = 3 Marks 1 project worth Rs 16 to Rs 30 Lakh = 6 Marks 1 project worth Rs 31 Lakh to Rs 45 Lakhs = 9 Marks 1 project worth Rs 45 Lakhs and above= 12 Marks Cap of max 40 marks.  Note- The marks to be multiplied with number of projects	30	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-2020-21, 2021-22 & 2022-23 (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 20 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 in last two years- 10 marks	30	
5	Technical presentation before Evaluation Committee			10	

## 6. FINANCIAL BID

6.1. Financial Proposal (Overall Cost) Financial Bid filled in separate envelope.

The following tables should be used to quote the cost supply of manpower for performing and managing day to day activities at Utkalika per month which shall be inclusive of all cost. i.e. manpower and service charges etc. The bidder having highest QCBS score shall be treated as L1 bidder.

Manpower Type	Fixed Monthly Remuneration as per Finance Deptt Circular No-30722, Dtd.06.11.2021 & Labour commissioner, Odisha, Bhubaneswar Notification No-6151, Dtd.04.10.2023	Service Charge per Manpower in Rupees
A	B	C
Accts Asst		
Jr. / Office Asst.		
Sales Asst. (inside State)		
Jr. Sales Asst. (inside State)		
Sales Asst. (outside State)		
Jr.. Sales Asst. (outside		

State)		
Store Asst.		
Attender (inside State)		
Attender (outside State)		
Packing Asst.		
Sweeper		
Sweeping-cum-Packing Asst.		
Watchman		
Security Guard		
Weaving Supervisor		
Electrician		

- a) The Column "B" shows fixed monthly remuneration as approved by UTKALIKA. 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@0.75% may be deducted from the monthly payment to staffs.
- h) In case of any enhancement of wages by UTKALIKA 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 UTKALIKA.
- 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 acquittance 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 Utkalika will be applicable for the persons engaged in Head Office, Utkalika.
- m) No TA/DA shall be either quoted/paid over & above the amount mentioned above.

Date  
Place

**Signature of authorized person**  
Full Name:  
Seal:

## **6.2 Financial evaluation**

All bid prices should be inclusive Cost for Supply of Manpower for performing and managing day to day activities at UTKALIKA, 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 UTKALIKA.
- c) Any conditional bid will not be accepted.

## **7. Award of contract**

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

The UTKALIKA 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) UTKALIKA 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, UTKALIKA., 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, UTKALIKA will notify each unsuccessful bidder and return their EMD.

### **7.3 Contract Finalization and Award**

- a) UTKALIKA 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) UTKALIKA 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) UTKALIKA 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, UTKALIKA, within 15 days from the notification of award, for a value of Rs.1,00,000.00 (Rupees One lakh). 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 UTKALIKA at its discretion may cancel the order placed on the selected bidder without giving any notice. The UTKALIKA shall invoke the performance security in case the selected vendor fails to discharge their contractual obligations during the period or 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 UTKALIKA 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 UTKALIKA 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 UTKALIKA 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 UTKALIKA 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 UTKALIKA 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 UTKALIKA 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 UTKALIKA 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 Utkalika. 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 filling 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, UTKALIKA 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.1,00,000.00 (Rupees One lakh) 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, UTKALIKA or STDR in the name of the agency duly pledged to the Managing Director, UTKALIKA 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 UTKALIKA is located, i.e. Bhubaneswar. The successful bidder will enter into an agreement with UTKALIKA for supply of suitable manpower i.e. qualified manpower as per the requirement of the UTKALIKA 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 May 2023		
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:

- All information has been submitted as per the prescribed format only.
- 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.
- 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 Co-operative Handicrafts Corporation Ltd. (UTKALIKA),

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 UTKALIKA 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:

### 10.3. Commercial proposal Covering letter

<Location, Date>

To:

**Managing Director**  
**The Odisha State Co-operative Handicrafts Corporation Ltd. (UTKALIKA)**

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.

## 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 :**

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

{Place}

{Date}

To,

Managing Director  
The Odisha State Co-operative Handicrafts Corporation Ltd. (UTKALIKA)

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 UTKALIKA.

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.

## 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 UTKALIKA (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.