

**Request for Proposal (RFP) for supply of Manpower for
Odisha State Museum**

RFP No: 1/2021-OSM-OLL&C



**(Odisha State Museum)
Bhubaneswar, Odisha, 751014.**

DISCLAIMER

This Tender is not an agreement and is neither an offer nor invitation by Odisha State Museum to the Bidders or any other person. The purpose of this Tender is to provide interested parties with information that may be useful to them in making their technical and financial offers pursuant to this Tender (the "**Bid**"). This Tender includes statements, which reflect various assumptions and assessments arrived at by Odisha State Museum in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This Tender may not be appropriate for all persons, and it is not possible for Odisha State Museum, to consider the technical capabilities, investment objectives, financial situation and particular needs of each party who reads or uses this Tender. The assumptions, assessments, statements and information contained in this Tender, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations, studies and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this Tender and obtain independent advice from appropriate sources.

Information provided in this Tender to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. Odisha State Museum accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

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Odisha State Museum reserves all the rights to cancel, terminate, change or modify this selection process and/or requirements of bidding stated in the Tender, at any time without assigning any reason or providing any notice and without accepting any liability for the same.

1. General information

1.1 Tender Reference

Tender Date	
Tender Reference Number	
Title	
Issuing Department	
Contact Person Details	
Availability of RFP Document	

1.2 Bid Process Schedule

Sl No	Event	Date and Time
1	Date of Publication	
2	Last date for submission of bid document	
3	Opening of Pre-qualification-cum-Technical Bid	
4	Opening of Financial Bids of technically qualified bidders	

1.3 Bid Costs

1.	Paper Cost	Rs.500/- (Five Hundred Only)	Payable along with the bid document submission
2.	Ernest Money Deposit	Rs. 1,00,000 (One Lakh Only)	Payable along with the bid Document submission In shape of Demand Draft in favour of “ Superintendent of Museum, Odisha, Bhubaneswar “ Payble at Bhubaneswar

2. Eligibility Criteria

The Bidder's eligibility to be established by the following parameters:

- (i) Bidder should be a Company registered under Companies Act, 1956 in India and in existence at least for past three years. (Copy of registration certificate shall be submitted).
- (ii) Should have valid company PAN (Copy shall be submitted).
- (iii) Should have valid Service Tax Registration certificate (Copy shall be submitted).
- (iv) Should have valid E. P.F registration certificate (Copy shall be submitted).
- (v) Should have valid E. S. I registration certificate (Copy shall be submitted).
- (vi) Submission copy of the Tender paper have been duly signed and sealed by the authorized signatory of the agency in token of their acceptance.
- (vii) Man Power and Security Guard Valid Registration Certificate along with documents from Excise and Customs Department.
- (viii) Original Money Receipt of Tender paper (If purchased).

- (ix) GST Registration Certificate.
- (x) Bidder should have similar work experience during last three years. The bidder must submit minimum 5 purchase orders of similar work(Copy of Work Order to be produced).
- (xi) Should have minimum Annual Turnover of Rs. 4 crores (Rupees four crores only) during the last three financial years i.e. (FY:2017-18, 2018-19& 2019-20) subject to at least Rs. 1 crores during preceding three financial years (FY:2017-18, 2018-19& 2019-20). (Proof shall be submitted).
- (xii) Bidder should not have been black listed by any Govt./Semi Govt./PSU in India. Bidder need to submit declaration in this regard.

3. Bid Processing

3.1 General Information

- a. The bid process involves a two-stage evaluation namely, Pre-qualification-cum-Technical bid evaluation and Financial bid evaluation.
- b. The bidder shall submit only one Proposal.
- c. Proposal should be in the specified format. Any other format shall not be acceptable.
- d. Proposals should be in English/Odia Language only.
- e. The Bidder shall not be allowed to modify, substitute or withdraw their Proposal after submission.
- f. Bid should be valid for a period of 30 days from the date of submission
- g. The Proposal shall be prepared in indelible ink. It shall contain no inter-lineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be attested by the person or persons who sign(s) the Proposals.
- h. An authorized representative of the bidder should sign on all the pages of the Proposal. The representative's authorization should be confirmed by a written power of attorney or board resolution accompanying the Proposal.

- i. Bidders should specify the price of their services in Indian Rupee (INR) only.
- j. Authority reserves the right to accept or reject any/all bid without assigning any reason thereof, and to annul the bid process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision. The decision of the competent authority shall be final and binding on the bidders.
- k. All communication pertaining to this bid will be published in the official website in case direct communication to bidders is not feasible, so it would be the bidders' responsibility to check website for such communication.

3.2 Proposal Submission

- a. Prequalification-cum-Technical bid, Financial bid need to be in separate sealed cover.
- b. Each envelope should be super scribed on the left hand side top corner as "Bid reference Number" along with the **name of the project**.
- c. The bids must consist of the following documents:
 - i) Pre-qualification-cum-Technical Proposal
 - ii) Financial Proposal
 - iii) Bid Fee and EMD in a separate envelope to be submitted with the Pre-qualification-cum-Technical Proposal.
- d. All the proposals should be sealed separately superscribed as "**Pre-qualification-cum-Technical bid**" and "**Financial Bid**" on the respective envelope along with the name of project and RFP reference number.
- e. Both the proposals should be kept in a single envelope and sealed. This envelope should be super scribed as "**RFP for Supply of Manpower**"
- f. Proposals should be comprehensive where necessary and unwanted material, including repetition of the bid document contents should be strictly avoided.

3.3 Earnest Money Deposit

- a. Earnest money deposit: The proposal must be accompanied by earnest money deposit of **Rs. 1,00,000 (Rupees One Lakh Only)** in the form of Demand Draft from any scheduled bank in favour of **“Superintendent of Museum, Odisha, Bhubaneswar” payable at Bhubaneswar** without which the proposal will be rejected outright. Earnest Money Deposit (EMD) will not be accepted in cash or any other form. No interest is payable on the amount of EMD.
- b. The Earnest money deposit will be refunded or returned to the bidders whose offers are not accepted by the Odisha State Museum (unsuccessful bidders) within one month of the placing of final order with successful bidder. However for the successful bidder, the Earnest money deposit so submitted will be refunded on submission of Bank guarantee against security deposit.
- c. Non-acceptance of an award resulting from this bid process would entail forfeiture of the Earnest Money Deposit.

3.4. Award

- a. The contract will be awarded to Lowest Bidder (L1) qualified through technical evaluation.

3.5 Preliminary Scrutiny

- a. Assessment of the eligibility criteria will be done to determine whether the proposal submitted conforms to all mandatory criteria specified to merit further evaluation.
- b. Bids not conforming to such preliminary requirements will be prima facie rejected.

3.6 Evaluation of Financial Bid

- a. The Financial Bids of the technically qualified bidders will be opened on a prescribed date in the presence of bidder or their representatives.
- b. The bidder with lowest financial bid (L1) fulfilling all the eligibility criteria will be awarded.

- c. In case multiple bidders found qualified with same rate contact the bidder shall be awarded with open lottery system.
- d. Errors & Rectification:
- ✓ if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the tendering authority there is an obvious misplacement of the decimal point in the unit price, in such case the total price as quoted shall govern and the unit price shall be corrected;
 - ✓ if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - ✓ if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetical error, in such case the amount in figures shall prevail subject to (i) and (ii) above.

3.7 Conditions Governing Receipt and Opening of Proposals

The Financial Proposal should only indicate prices **without any condition or qualification** whatsoever and should include of all taxes, duties, fees, levies and othercharges levied by Central & State, as may be applicable in relation to activities proposed to be carried out which will be reimbursed on submission of payment bill.

- i. After the deadline for submission of proposals the Pre-qualification-cum-Technical Proposal shall be opened immediately by the evaluation committee.
- ii. From the time the bids are opened till the time the contract is awarded, if any Bidders wish to contact the Department on any matter related to its proposal, it should do so in writing at the address of the nodal officer. Any effort by the Bidder to influence

the bid proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the proposal.

3.8 Performance Bank Guarantee

At the time of the signing of the contract/issuance of purchase order, the successful Bidder shall furnish the performance bank guarantee (PBG) of Rs. 1,00,000/- (One Lakh) in accordance with the Conditions of Contract, in the Performance Guarantee Bond.

4. Contract Agreement

The Contract Agreement for this engagement would contain the following key clauses:-

4.1 Term of Contract

This will include the period required to deliver the deliverables and other services specified in the terms of reference, including the duration of the service period of 2 years, which may be extended for a further period of 1 year based on the performance of the Service Provider.

4.2 Termination

- a) Normal termination of the contract would happen at the end of the tenure.
- b) Pre-mature termination of the contract would happen in case of insolvency of bidder or due to breach of material.

4.3 Effects of Termination

- a) In the event of a pre-mature termination of this agreement by Nodal Agency, the compensation payable to bidder will be decided in accordance with the Terms of Payment Schedule for the milestones completed services and accepted deliverables.
- b) Parties shall mutually agree upon a transition plan and comply with such a plan. The bidder agrees to extend full cooperation in supporting the transition process.

Legal

1. 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.
2. 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 the Office of the Superintendent of Museum, Odisha, Bhubaneswar or Office concerned. Office of the Superintendent of Museum, Odisha, Bhubaneswar or Office concerned shall have no liability in this regard.
3. The Manpower Service Provider shall also be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to the Directorate of Culture or Office concerned 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 the office of the Superintendent of Museum, Odisha, Bhubaneswar or Office concerned.
4. The Manpower Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of the office of the Superintendent of Museum, Odisha, Bhubaneswar or office concerned or any other authority under Law.
5. The Tax deduction at source (T.D.S.) 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 the Office of the Superintendent of Museum, Odisha, Bhubaneswar or Office concerned.

6. In case, the Manpower Service Provider fails to comply with any liability under appropriate law, and as a result thereof, the Office of the Superintendent of Museum, Odisha, Bhubaneswar or the Office concerned is put to any loss / obligation, monetary or otherwise, the office of the Superintendent of Museum, Odisha, Bhubaneswar or the Office concerned 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.
7. 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 Office of the Superintendent of Museum, Odisha, Bhubaneswar or Office concerned 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 the Office of the Superintendent of Museum, Odisha, Bhubaneswar or Office concerned by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.

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

Self-Declaration: Not Blacklisted (in company letterhead)

To,

The Superintendent
Odisha State Museum
Bhubaneswar, Odisha, 751001

In response to the RFP Ref.No.*****for RFP titled
“*****”, as an owner/ partner/ Director of
(organisation name)_____ I/ We hereby
declare that presently our Company/ firm is having unblemished record and is
not under declaration of ineligible for corrupt & fraudulent practices, blacklisted
either indefinitely or for a particular period of time, or had work withdrawn, by
any State/ Central government/ PSU.

If this declaration is found to be incorrect then without prejudice to any other
action that may be taken, my/ our security may be forfeited in full and the tender
if any to the extent accepted may be cancelled.

Thanking you,

Name of the Bidder:

Authorised Signatory:

Signature:

Seal:

Date:

Place:

Particulars of the bidder

S No.	Information Sought	Details to be Furnished
1	Name and address of the bidding Company	
2	Incorporation status of the firm (public limited / private limited etc)	
3	Year of Establishment	
4	Date of registration	
5	Contact Person: Name Address eMail Phone Nos Mobile Number	

Financial Bid

SI No	Resource	Category	Unit Rate per Month in INR	GST (18 %)	Service Charges	Total Cost
1	Asst. Curator	High Skilled				
2	Conservation Assistant	High Skilled				
3	IT Professional	High Skilled				
4	Asst. Librarian	Skilled				
5	Jr. Clerk-Cum-Accountant	Semi Skilled				
6	Data Entry Operator	Semi Skilled				
7	Projector Operator	Skilled				
8	Security Guard	Semi Skilled				
9	Receptionist	Semi Skilled				
10	Library Attendant	Un Skilled				
11	Sweeper	Un Skilled				
12	Attendant	Un Skilled				
13	Mali	Un Skilled				
14	Peon-cum-Attendant	Un Skilled				
15	Lift Operator	Un Skilled				