



**Government of Odisha
Skill Development and Technical Education Department
Directorate of Technical Education and Training, Odisha, Cuttack**

Invites

REQUEST FOR PROPOSAL (RFP)

FOR

**SELECTION OF MANPOWER AGENCY FOR DIGITISATION OF
RESOURCES OF GOVERNMENT ITIs AND POLYTECHNICS IN
ODISHA FOR IMPLEMENTATION OF WEB-BASED DTE&T-
ENTREPRISE RESOURCE PLANNING (ERP) SOFTWARE
THROUGH ENGAGEMENT OF ERP SOFTWARE ENTRY OPERATORS**

NIT NO: DTE&T/2023-24/10914

DATE: 03.08.2023

Issuer:

Directorate of Technical Education & Training, Odisha
At- Killamaidan, PO- Buxi Bazar,
Cuttack-753001
Phone No-0671(2301061),
Email-dtetorissa@gmail.com
Website: www.dtetodisha.gov.in

Address for Communication & Submission of Documents during Tender Period:

Directorate of Technical Education & Training, Odisha
Killa Maidan, Buxi Bazar, Cuttack - 753001
Phone: 0671-2301061
Email: dtetorissa@gmail.com



Director of Technical Education & Training, Odisha invites Request for Proposal (RFP) from Manpower Agencies / Firms / Companies for digitization of resources at Government Industrial Training Institutes (ITIs) & Polytechnics in Odisha for implementation of web-based-DTE&T-Enterprise Resource Planning (ERP) Software

NIT No: DTE&T/2023-24/10914

Cuttack, Dated: 03.08.2023

The Directorate of Technical Education & Training (here referred as 'DTE&T'), Odisha, invites sealed Technical and Financial Proposals from eligible, experienced, reputed and qualified Professional Manpower Consulting Firms / Agencies / Companies / Trust (also referred to as 'bidders') with sound technical and financial capabilities to take-up digitization of resources at Government Industrial Training Institutes (ITIs) & Polytechnics in Odisha for implementation of web-based DTE&T-Enterprise Resource Planning (ERP) Software in following 08 modules over a period of 6 months (initially), extendable to two more successive months with two extensions each one month period on the basis of satisfactory performance with such amendments as may be mutually agreed to and also subject to the necessary approval of the Competent Authority (DTE&T Odisha) to ensure quality interventions in digitization of resources.

1. Infrastructure Management Module
2. Human Resource Management Module
3. Accounts & Finance Module
4. Stock & Stores Management Module
5. Library Management Module
6. Student Management System Module
7. Academic Management Module
8. Training and Placement Module

The bidder is expected to respond to the requirements as completely and in as much relevant details as possible and focus on demonstrating bidder's suitability to become the outsourced manpower service provider through a Memorandum of Agreement (MoA) to be signed in between (a) DTE&T, Odisha, Cuttack and (b) The selected Agency.

The bidders are expected to examine all instructions, forms, terms, requirements and other information in the RFP document. Failure to furnish all information required as mentioned in the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the Bidder's risk and may result in rejection of the proposal and forfeiture of the EMD.

Bidders are requested to submit the proposals to the undersigned as per the schedule indicated in the Fact Sheet, by post (Registered / Speed), courier or by hand (in persons) at the office of the DTE&T, Odisha. Based on the evaluation method mentioned in the RFP, the bidder will be selected.

For any further clarifications, please contact Directorate of Technical Education and Training, Odisha, Cuttack at 0671 2301061 or Email : dtetodisha@gmail.com, dtetodisha.procurement@gmail.com during official working hours only (10 am to 5 pm).

DTE&T, Odisha, Cuttack

DISCLAIMER

The information contained in this Request for Proposal (here in after referred to either "RFP") document or subsequently provided to the Bidders, whether verbally or in documentary or any other form by or on behalf of the Directorate of Technical Education and Training hereinafter referred to as DTE&T, ODISHA, or any of their employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

DTE&T, ODISHA reserves the right to reject any or all of the proposals submitted in response to this RFP document at any stage without assigning any reasons whatsoever. DTE&T, ODISHA also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the RFP document response. DTE&T, ODISHA reserves the right to change/ modify/amend any or all of the provisions of this RFP document. Such changes would be posted only in its website (www.dtetodisha.gov.in). Prospective bidders are requested to visit the website frequently to keep them abreast with the latest developments on this tender.

This is not an agreement and is not an offer or invitation to enter into an agreement of any kind with any party. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their technical & financial offers (Bids) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the DTE&T, ODISHA in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP document may not be appropriate for all persons, and it is not possible for the DTE&T, ODISHA, their employees or advisors to consider the business / investment objectives, financial situation and particular needs of each Bidder who reads or uses this RFP document.

The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and wherever necessary obtain independent advice from appropriate sources. DTE&T, ODISHA, their employees and advisors make neither representation nor warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document.

Fact Sheet

Sl. No.	Milestone	Date
1	Request for Proposal (RFP) document made available to the bidders	5 th August 2023
2	Last date for receiving queries through email (if any)	10 th August 2023 by 2 PM
3	Pre-Bid Meeting/Response to queries	11 th August 2023 at 3 PM
4	Issue of Corrigendum (if any)	14 th August 2023 by 5 PM
5	Last date for receipt of Technical Proposal (Sealed Envelope)	29 th August 2023 by 5 PM
6	Opening of Technical Proposal & Presentation and evaluation	To be communicated
7	Opening of Financial proposals of Bidders who qualify in Technical Evaluation criteria	To be communicated
8	Bid Processing Fee/Tender Fee (Demand Draft) (Non-refundable)	INR 5,000/- (Rupees Five thousand Only)
9	Earnest Money Deposit/Bid Security (Refundable)	INR. 1,00,000/- (Rupees One Lakh Only) in shape of Demand Draft from any scheduled commercial bank in favour of "Director of Technical Education and Training, Odisha" payable at Cuttack
10	Performance Bank Guarantee	5% of total quoted base price for 6 months
11	Method of Selection	LCS (Least Cost Based Selection)
12	Contact Details	DTE&T, Odisha At-KillaMaidan, PO- Buxi Bazar, Cuttack-753001 Phone No-0671(2301061), Email: -dtetorissa@gmail.com , dtetodisha.procurement@gmail.com

Note:

1. DTE&T, ODISHA reserves the right to change any schedule. Please visit the website mentioned in the RFP document regularly for the same.
2. Proposals must be submitted before the date, time and venue mentioned in the Fact Sheet. Proposals that are received after the deadline will not be considered.

Table of Contents

1. Introduction.....	06
2. Scope of Work.....	07
3. Terms and Conditions of the project	07
4. Terms of RFP.....	09
5. Instructions to the Bidders	11
6. Pre–Qualification/Eligibility Criteria and mandatory documents	27
7. Payment Schedule and Terms.....	30
8. Evaluation and Selection.....	31
9. Annexure.....	34

1. Introduction:

The Directorate of Technical Education and Training, Odisha, under administrative control of Skill Development and Technical Education Department, Government of Odisha having its principal office at Killa Maidan, PO- Buxi Bazaar, Cuttack-753001 (hereinafter referred to as the “DTE&T” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and permitted assigns), looks after technical education at Diploma level and formal CTS training at ITI level. It also provides Dual System Training, On-the-Job Training, Apprenticeship Training in order to prepare the Youth suitable for gainful wage and self-employment for a decent livelihood.

The DTE&T Odisha desired to digitize the resources created at all the technical institutes run by Government in SD&TE Department as listed at Annexure-A for implementation of web-based DTE&T-Enterprise Resource Planning (ERP) Software in following 08 modules through a credible manpower consulting agency over a period of 6 months (initially), extendable to two more successive months with two extensions each one month period on the basis of satisfactory performance with such amendments as may be mutually agreed to and also subject to the necessary approval of the Competent Authority (DTE&T Odisha) to ensure quality interventions in digitization of resources.

1. Infrastructure Management Module
2. Human Resource Management Module
3. Accounts & Finance Module
4. Stock & Stores Management Module
5. Library Management Module
6. Student Management System Module
7. Academic Management Module
8. Training and Placement Module

1.1 Background and Overview

The Government ITIs and Polytechnics of all 30 districts numbering 106 as per list attached at **Annexure-XI**, have been supported with land, building, equipment, libraries, human resources, for imparting training to students in various trades affiliated to National Council for Vocational Training (NCVT) and Diploma courses affiliated to All India Council for Technical Education (AICTE) with an objective to make the youth population employable in emerging professional market. Huge Government resources have been utilised for creation of the above skilling infrastructure.

In order to take a stock of the all such resources the Software development agency has been selected which has developed the web-based DTE&T-Enterprise Resource Planning (ERP) Software for this Directorate. The objective of this RfP is to select an experienced, reputed and qualified Professional Manpower Consulting Firms / Agencies / Companies / Trust (also referred to as ‘bidders’) with sound technical and financial capabilities to take-up digitization of resources at Government Industrial Training Institutes (ITIs) & Polytechnics in Odisha for implementation of web-based DTE&T-Enterprise Resource Planning (ERP) Software in above 08 modules.

2. Scope of Work:

2.1 Selected Professional Agency

The outsourcing agency will be responsible for the following:

- I. The successful agency/bidder is expected to provide resource persons as ERP Software entry operators for 34 Government Polytechnics and 72 Government ITIs across all 30 districts with maximum persons to be deployed as mentioned against each district at **Annexure-XI**.
- II. The scope of work shall also include, selection & deployment of qualified & experienced ERP Software entry operators with minimum educational , professional qualification & experience suitable for online entry of data resources in the ERP software modules for which hands-on training will be provided centrally at this Directorate by the selected ERP software developer.
- III. The ERP Software entry operators shall be suitably deployed at individual institutes by the agency/bidder for online entries of data resources by using log-in ID of the concerned Principals.
- IV. The successful agency/bidder is expected to complete the assigned jobs in all the 08 modules over a period of not exceeding 6 months (initially), extendable (which may vary from district to district) to two more successive months with two extensions each one month period on the basis of satisfactory performance with such amendments as may be mutually agreed to and also subject to the necessary approval of the Competent Authority (DTE&T Odisha).
- V. The successful agency/bidder must ensure that the ERP Software entry operators must have good character and should not have any criminal case pending against him/her. The candidates with vigilance case / departmental proceedings / criminal proceedings shall not be considered for engagement. The candidates have to give an Undertaking to this effect to the concerned Principal.

2.2 Scope of DTE&T, Odisha and Govt. ITIs & Polytechnics

As would be decided on mutual understanding

- I. The Principal of institutes shall facilitate the deployed ERP Software entry operators to work at his/ her institute.
- II. The Principal of institutes shall supervise the performance of ERP Software entry operators and request for replacement of the deputed ERP Software entry operators if their performance found poor or unsatisfactory within 07 days at the interest of quality of the job.
- III. The Principals of the respective institutes will keep the attendance records and total man-hour for the ERP Software entry operators deployed at their institutes.
- IV. The ERP Software entry operators are not allowed to remain absent without prior notice to the Principal.
- V. The Principals of the respective institutes shall ensure that all the software entries are completed within 6 months period in consultation with the selected Software Developer.

3. Terms and Conditions of the project:

3.1 General

- I. The agency shall immediately withdraw /substitute the ERP Software entry operators as per the recommendation of the Principal if their performance is poor and found to be unsatisfactory or found to be involved in any anti- institutional activities or found to be involved in any theft cases / student harassment cases / staff misbehavior cases or associated in active politics or if their service is not required to utilize. The service provider shall withdraw such persons who are not

found suitable by the Principals of institutes on above grounds within 7 days on receipt of such a request from the institutes and shall replace another eligible person in place of the one withdrawn, if required .

- II. The Principal shall supervise the work performance of the ERP Software entry operators. In case of unsatisfactory and poor performance of any ERP Software entry operators, his / her engagement shall be cancelled immediately on following the clause at I above.
- III. Payment to the professional agency shall be made in accordance to the provisions of the agreement to be made in between the selected Agency and DTE&T, Odisha

3.2 Legal

- IV. The ERP Software entry operators should be under the payroll of the Selected Bidder/Firm. In no case the claims of ERP Software entry operators for further appointment / extension of terms shall be entertained nor shall be referred to Government. They can't claim for regular/contractual appointment based on this contract.
- V. For all intents and purposes, the successful agency/bidder shall be the 'employer' within the meaning of different labour legislations in respect of manpower so deployed at Govt. ITIs and Polytechnics. The persons deployed by the agency/bidder at Govt. ITIs & Polytechnics shall not have claims of any employer and employee relationship against DTE&T Odisha.
- VI. The agency will be wholly and exclusively responsible for payment of remunerations to the persons engaged by them in compliance of all the statutory obligations under all related legislations as applicable to it from time to time including Employees provident fund, ESI Act etc. and the DTE&T Odisha shall not incur any liability for any expenditure whatsoever on the persons employed by the agency on account of any obligation.
- VII. DTE&T Odisha or Govt. ITIs & Polytechnics shall not be responsible for any financial loss or any injury/death of any person in the course of performing the functions / duties or the payment towards any compensation.
- VIII. DTE&T Odisha or Govt. ITIs & Polytechnics shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the engaged personnel.
- IX. The ERP Software entry operators shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular / confirmed employees during or after the service at the institution.
- X. The successful agency/bidder shall ensure proper conduct of his personnel in the institutes, and enforce prohibition of consumption of alcoholic drinks, chewing of pans, smoking, loitering without work.
- XI. The successful agency/bidder shall be solely responsible for the redressal of grievance/ resolution of dispute relating to persons deployed. The DTE&T Odisha shall in no way be responsible for settlement of such issues whatsoever.
- XII. The successful agency/bidder shall be responsible for compliance of all statutory provisions relating to Provident Fund and Employees State Insurance, etc., in respect of the persons deployed by them in the DTE&T Odisha.
- XIII. The successful agency/bidder shall also be liable for depositing all taxes, levies, cess etc., on account of services rendered by the bidder DTE&T Odisha to concerned tax, ESI, EPF authorities from time to time as per extant rules and regulations on the matter. In case, the successful agency/bidder fails to comply with the statutory/taxation obligation under appropriate law, and as a result thereof, DTE&T Odisha, is put to any loss/obligation, monetary or otherwise, the DTE&T Odisha will deduct the same from the monthly bills and/or the performance security deposit of the agency/bidder, to the extent of the loss or obligation in monetary terms.
- XIV. The successful agency/bidder shall maintain all statutory registers under the law. The agency shall produce the same, on demand to the concerned authority of DTE&T Odisha or any other

- authority under law.
- XV. The tax deduction at source (TDS) shall be made as per the provisions of Income Tax Act and a certificate to this effect shall be provided to the agency by the DTE&T Odisha.
- XVI. The remuneration of the deployed personnel must be credited to their bank account by the successful agency/bidder latest by 7th day of every month. A penalty of Rs. 500/- per day shall be imposed on the agency for failure to meet this deadline.
- XVII. The selected agency/bidder has to follow strictly the 'Payment Schedule and Terms' stated in this RFP.

4. Terms of the RFP:

- a) DTE&T reserves the right at its sole discretion, to change the schedule or terms of this RFP. Any such change will be posted on the website <http://dtetodisha.gov.in/>
- b) Bidder(s) are advised to periodically visit the website to obtain any such information.
- c) The Bidder should not bid under any Consortium. No Consortium bid shall be allowed for this RFP.
- d) DTE&T reserves the right to, at its sole discretion and without notice, cancel this RFP or reject all or any proposal or revised proposals, at any time, without incurring any liability.
- e) DTE&T reserves the right to determine the eligibility of any Bidder based on the information contained in its proposal and/or any information from other sources.
- f) Bidder(s) are bound to maintain the confidentiality of the DTE&T and any other information or documents provided to them in accordance with the confidentiality terms.
- g) DTE&T reserves the right to request any Bidder to submit additional information or provide clarifications in relation to its RFP.
- h) By submitting a proposal, a Bidder will be deemed to have accepted all the terms and conditions of this RFP.
- i) The Technical and Financial Bid should be furnished in the format at Annexure-I & II along with all **Annexure (III to VIII)** and Declaration, duly signed by the Bidder's authorized signatory.
- j) The Bidder should submit a Power of Attorney as per the format **at Annexure-VIII**, authorizing the signatory of the Bid to commit the Bidder.
- k) No overwriting, corrections and striking in the financial bid format is permitted. All entries in the bid form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached.
- l) Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.
- m) The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.

- n) Each page of the attached/shared document in the bid should be signed and stamped by authorized signatory.
- o) The documents including this RFP and all attached documents, provided by the DTE&T are and shall remain or become the property of the DTE&T and are transmitted to the Bidders solely for the purpose of preparation and submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid.
- p) Documents submitted by the Bidder(s) shall become the property of DTE&T and DTE&T shall have no obligation to return the same to the Bidder(s). Without limiting this section, DTE&T reserves the right to copy and reproduce responses for the purposes of evaluation, clarification, negotiation and anything else related to these purposes. In addition, DTE&T will retain (soft and hard) copies of all responses, evaluation, negotiation or such other materials as are required for the discharge of its legal obligations and in order to efficiently and effectively manage any agreement entered into with any Bidder.
- q) The Bidder(s) shall bear all costs and expenses associated with the preparation and submission of its RFP and DTE&T shall under no circumstances be responsible or liable for any such costs.
- r) The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Training Partner set forth in the Agreement or the DTE&T's rights to amend, alter, change, supplement or clarify the scope of work, the Agreement to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the DTE&T.
- s) The Bidder(s) shall submit a copy of the RFP (latest version with addendum/corrigendum uploaded on the website of DTE&T Odisha) signed by their authorized signatory with seal of their organization.
- t) The successful agency/bidder shall not be allowed to transfer, assign, pledge or sub-contract its right and liabilities under the contract to any other agency.
- u) The bidder will be bound by the details furnished by him to DTE&T Odisha while submitting the proposals or at subsequent stage. In case such documents furnished by the bidder or successful bidder are found to be false or incorrect at any stage, it would be deemed to be a breach of terms of contract making him liable for legal action besides termination of contract.

5. Instruction to the Bidders

5.1 General Conditions

- a. All information supplied by bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by DTE&T, Odisha on the basis of this RFP.
- b. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed between DTE&T and the selected bidder. Any notification of preferred Bidder status by DTE&T shall not give rise to any enforceable rights by the Bidder. DTE&T may cancel the process at any time prior to a formal written contract being executed by DTE&T.
- c. This RFP supersedes and replaces any previous public documentation & communications done in this regard, and Bidders should place no reliance on such communications.

5.2 Compliance / Completeness of Response

- a. Bidders are advised to study all instructions, forms, terms, requirements, appendices and other information in the RFP documents carefully. Submission of the Proposal shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- b. Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Bidders must:
 - i. Comply with all requirements as set out within this RFP.
 - ii. Submit the forms as specified in this RFP and respond to each element in the order as set out in this RFP.
 - iii. Include all supporting documentations specified in this RFP.
- c. The Proposals must be complete in all respects, Indexed and Hard Bound. The page numbers must be clearly marked on each page and cross reference be indicated on the Index Page.

5.3 Bidder Clarifications (Pre-Bid Discussion):

5.3.1 Queries to the RFP

- a. DTE&T, Odisha invites queries from Bidders on any section/ requirement mentioned in this RFP.
- b. The Bidders will have to ensure that the inquiries should reach DTE&T, Odisha, as per the communication address provided on or before the specified date for Pre-Bid Discussion. The queries should either be sent to the specified e-mail or through authorized representative of the Bidder. The queries should necessarily be submitted in the following format and in word document only:
- c.

Section/Page No.	Content of RFP requiring clarifications	Change/Clarification requested	Remarks

5.3.2 Responses to Queries and Issue of Corrigendum

- a. The queries submitted by the Bidders will be responded through email or virtual meeting.
- b. The purpose of Pre-Bid discussion is to provide the Bidders with information regarding the RFP, project requirements, and opportunity to seek clarification regarding any aspect of the RFP and the project. However, DTE&T, Odisha, reserves the right to hold or to reschedule the Pre-Bid meeting.
- c. DTE&T, Odisha shall not be responsible for ensuring that the Bidder's queries have been received by them. Any requests for clarifications received after Pre-Bid meeting will not be entertained.
- d. However, DTE&T, Odisha makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does it undertake to answer all the queries that have been submitted by the Bidders
- e. DTE&T at any time prior to the last date for receipts of Proposals, may for any reason, modify the RFP Document by a corrigendum.
- f. The Addendum/Corrigendum (if any) will be uploaded at DTE&T website <http://dtetodisha.gov.in> /
- g. Any such addendum/corrigendum shall be deemed to be incorporated into this RFP and binding on all Bidders.

5.4 Key Requirements of the Bid

5.4.1 Rights to terminate the process

- a. DTE&T, Odisha may terminate the RFP process at any time and without assigning any reason. DTE&T, Odisha makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- b. This RFP does not constitute an offer by DTE&T, Odisha. The Bidders' participation in this process may result in engaging the Bidder towards execution of the Contract.

5.4.2 Bid Processing Fee

Bidders must submit, along with their Proposals, non-refundable Bid Processing Fee of INR 5,000/- (Rupees Five Thousand Only), in the form of a Demand Draft issued in favour of Directorate of Technical Education and Training, Odisha payable at Cuttack. Bid Processing Fee is non-refundable.

5.4.3 Earnest Money Deposit (EMD)

Applicants shall submit, along with their Proposals, EMD of INR 1,00,000/- (Rupees One Lakh Only), in the form of a Demand Draft issued in favour of Director, Directorate of Technical Education and Training, Odisha payable at Cuttack, and should be valid for 180 Days from the due date of the RFP.

EMD of all unsuccessful Applicants would be refunded within 60 Days of the Applicant being notified as being unsuccessful. The EMD, for the amount mentioned above, of the successful Applicant would be returned only after submission of Performance Bank Guarantee as per the format provided in **Annexure IX**.

The EMD amount is interest free and will be refundable to the unsuccessful Applicant without any accrued interest on it.

The Proposal submitted without EMD, mentioned above, will be summarily rejected.

The EMD may be forfeited:

- i. If an Applicant withdraws its Proposal during the period of validity.
- ii. In case of a successful Applicant, if the Applicant fails to sign the Contract in accordance with this RFP.

5.4.4 Submission of Responses

- a. Pre-Qualification/Eligibility Criteria, mandatory documents and Bid Processing Fee (in a separate sealed envelope)
- b. Technical Proposal (in sealed envelope containing)
 - i. Bid Security Declaration (in a separate sealed envelope)
 - ii. Technical Proposal (in a separate sealed envelope)
 - iii. Bidders must sign all pages of RFP by their authorized signatory with seal and submit with the technical bid/proposal
- c. Financial Proposal (in sealed envelope containing)
 - i. Cover Letter
 - ii. Financial Proposal

These three inner envelopes shall then be placed and sealed in one outer envelope clearly marked “**RFP for selection of a Professional Agency to provide ERP Software entry operators at Government ITIs & Polytechnics of Odisha**”. This outer envelope shall bear the submission address, RFP reference number, Bidder company name and the address, and shall be clearly marked “DO NOT OPEN BEFORE TECHNICAL BID OPENING”. If the envelopes and packages with the Proposal are not sealed and marked as required, the DTE&T will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.

5.4.5 Authentication of Proposals

The Proposal should be authorized by the authorized signatory of the company. The Proposal

shall be sent by Registered Post/Speed Post/Courier/by Hand only. It is desirable but not mandatory that companies send their representatives during the opening of the bids.

5.5 Preparation and Submission of Proposal

5.5.1 Proposal Preparation Costs

The Bidder shall be responsible for all costs incurred in connection with participation of the RFP 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 to facilitate the evaluation process, and in negotiating a definitive Contract or all such activities related to the process.

DTE&T will be in no case be responsible or liable for those costs, regardless of the conduct or outcome of the process.

5.5.2 Language

The Proposal should be filled by the Bidders in English language mapping to software 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 documents, the English translation shall govern.

5.5.3 Late Proposals

- a. Signed hard copies of the RFP document, Bid Processing Fees and Technical Bid 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 Proposals submitted by telex/ telegram/ fax/ e-mail etc. shall not be considered. No correspondence will be entertained on this matter.
- c. DTE&T, Odisha 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. DTE&T, Odisha reserves the right to modify and amend any of the above-stipulated condition/ criterion depending upon project priorities vis-à-vis urgent commitments.

5.6 Evaluation Process

- a. The DTE&T reserves the right to reject any or all Proposals on the basis of any deviations.
- b. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP under the 'Evaluation and Selection' section.

5.6.1 Tender Opening

The Proposals submitted within due date and time mentioned in this RFP document will be opened by DTE&T, in the presence of the Bidders or their authorized representatives who may be present at the time of opening. The representatives of the Bidders should submit a letter of authorization from the Bidder companies to participate in the opening of the Proposal.

5.6.2 Proposal Validity

The offer submitted by the Bidders shall be valid for a minimum period of 180 days from the date of submission of Proposal.

5.6.3 Proposal Evaluation

Proposal evaluation and Selection will be carried out as per the specifications mentioned in the Section on 'Evaluation and Selection'.

5.7 Proposal Forms

Wherever a specific form is prescribed in this Request for Proposal (RFP) document, the Bidder shall use the form to provide relevant information. If the form does not provide space for any required information, space at the end of the form or additional sheets shall be used to convey the required information. For all other cases, the Bidder shall design a form to hold the required information. The additional sheets attached should be properly annexed.

5.8 Local Conditions

- a. Each Bidder is expected to become fully acquainted with the local conditions and factors, which may affect the performance of the Contract and / or the cost.
- b. The Bidder is expected to know all conditions and factors, which may have any effect on the execution of the Contract after issue of letter of Award. The DTE&T, shall not entertain any request for clarification from the Bidder regarding such local conditions.
- c. It is the Bidder's responsibility that such factors have been properly investigated and considered before submitting the Proposal. No claim, whatsoever, including that for financial adjustment to the Contract awarded under the bidding document will be entertained by DTE&T. Neither any change in the time schedule of the Contract nor any financial adjustments arising thereof shall be permitted by the DTE&T on account of failure of the Bidder to know the local laws/ conditions.

5.9 Contacting DTE&T, Odisha or any of the bodies related to DTE&T, Odisha

Any effort by the Bidder to influence the Proposal evaluation, Proposal comparison or Contract award decisions may result in the rejection of the Proposal.

Bidder shall not approach any DTE&T officer after office hours and/ or outside office premises, from the time of the Proposal opening till the time the Contract is awarded.

5.10 Tentative Schedule of Events

Tentative schedule of events shall be as per the dates and time given in the Fact Sheet.

5.11 Opening of Proposal

First, The Pre-Qualifications/Minimum Eligibility Criteria to be evaluated following the Technical cover will be opened and evaluated. The Financial Proposal of the technically qualified bidders will only be opened. The Technical Evaluation Committee will open the Proposals. Sequence of opening is as follows:

- a. Pre-Qualification/Eligibility Criteria

b. Technical Cover

c. Financial Cover

5.12 Deciding Award of Contract

a. DTE&T reserves the right to ask for a technical elaboration/clarification in the form of a technical presentation from the Bidder on the already submitted Technical Proposal at any point of time before opening the Financial Proposal by providing at least 3 days of advance notice.

b. DTE&T shall inform those Bidders whose Proposals did not meet the requirement or were considered non-responsive, informing that their Financial Proposals will be not opened after completing the selection process. DTE&T shall simultaneously notify those Bidders who technically qualify on the Technical Evaluation process, informing the date and time set for opening of Financial Proposals.

c. The Bidder's name, the Proposal Price, the total amount of each Proposal and other such details, will be announced and recorded by the DTE&T at the opening of Proposal.

d. After acceptance of LoA, Performance Security has to be deposited as specified in this document for signing an Agreement with DTE&T.

e. Special Condition for Awarding the Agreement:

i. DTE&T will sign the Agreement with the successful Bidder for a period as mentioned in 'Duration of Contract' in the document.

ii. DTE&T may extend the Agreement for a time period beyond what has been specified in 'Duration of Contract' in the document.

iii. DTE&T will also have the right to provide extension/ increase in the scope of work as per the mutually agreed terms and conditions between both the parties

5.13 Confidentiality:

a. As used herein, the term "Confidential Information" means any information, including information created by or for the other party, whether written or oral, which relates to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions or security procedures of either party or any of its affiliates, or any client of either party, except such information which is in the public domain at the time of its disclosure or thereafter enters the public domain other than as a result of a breach of duty on the part of the party receiving such information. It is the express intent of the parties that all the business process and methods used by the Bidder in rendering the Services hereunder are the Confidential Information of the Bidder.

b. The Bidders shall keep confidential, any information related to this RFP, with the same degree of care as it would treat its own confidential information. The Bidders shall note that the confidential information will be used only for the purposes of this RFP and shall not be disclosed to any third party for any reason whatsoever.

c. At all-time of the performance of the Services, the Bidder shall abide by all applicable security rules, policies, standards, guidelines and procedures. The Bidder should note that

before any of its employees or assignees is given access to the Confidential Information, each such employee and assignees shall agree to be bound by the terms contained under this RFP and such rules, policies, standards, guidelines and procedures by its employees or agents.

d. The obligations of confidentiality under this section shall survive rejection of the Contract.

5.14 Publicity

Any publicity by the Bidder containing the name of DTE&T should be done only with the explicit written permission from DTE&T.

5.15 Execution of the Agreement

After acknowledgement of the LoA by the selected Bidder, a performance guarantee amounting equal to 5% of the total quoted base price for 6 months, has to be deposited in the form of Demand Draft/Bank Guarantee from any nationalized / scheduled bank drawn in the name of Director of Technical Education & Training, Odisha, the performance guarantee shall be valid for a period of 240 days from the date of award of Contract as specified in the RFP document. The selected Bidder shall sign the Agreement within fifteen days from the issue of LoA.

Agreement is mutually extendable post the completion of the initial term.

5.15.1 Performance Guarantee

The successful Bidder firm shall furnish the Performance Guarantee as stipulated in the section 'Contract Performance Guarantee' in this document.

5.16 Duration of Contract

The assignment of the work shall be valid initially for a period of 06 months.

5.17 Terms and Conditions: Applicable Post Award of Contract

5.17.1 Termination Clause

5.17.1.1 Termination for Default

DTE&T, Odisha may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 30 days sent to the selected Bidder, terminate the Contract in whole or in part (provided a cure period of not less than 30 days is given to the selected Bidder to rectify the breach):

- 5.17.1.1.1 If selected Bidder fails to appoint requisite qualified and experienced ERP Software entry operators within the stipulated timeline or
- 5.17.1.1.2 If selected Bidder fails to replace any of the deployed ERP Software entry operators within 5 working days from the request received from the Principals of the respective institutes due to their poor/unsatisfactory performance.
- 5.17.1.1.3 If the selected Bidder fails to perform any other obligation under the Contract within the specified period of delivery of service or any extension granted thereof; or
- 5.17.1.1.4 If the selected Bidder or its deployed employees, in the judgment of DTE&T, Odisha, is found to be engaged in corrupt, fraudulent, collusive, or coercive

practices in competing for or in executing the Contract.

5.17.1.1.5 If the selected Bidder commits breach of any condition of the Contract

If DTE&T, Odisha terminates the Contract in whole or in part, the amount of Performance Guarantee shall be forfeited. Notwithstanding anything contrary elsewhere contained in the document, Bidder shall be entitled for all the payments accrued on account of services rendered till the date of such termination.

5.17.1.2 Termination for Insolvency

DTE&T, Odisha, may at any time terminate the Contract by giving a written notice of at least 30 days to the selected Bidder, if the selected Bidder becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the selected Bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to DTE&T, Odisha.

5.17.1.3 Termination for Convenience

a. DTE&T, Odisha by a written notice of at least 30 days sent to the selected Bidder may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for DTE&T, Odisha's convenience, the extent to which performance of the selected Bidder under the Contract is terminated, and the date upon which such termination becomes effective.

b. In such cases, DTE&T, Odisha will pay for all the pending invoice as well as the worked one till that date by the Bidder.

c. Depending on merits of the case the selected Bidder may be appropriately compensated on mutually agreed terms for the loss incurred by the Contract if any, due to such termination.

d. Limitation of Liability: In no event shall either party be liable for consequential, incidental, indirect, or punitive loss, damage or expenses (including lost profits). Notwithstanding anything to contrary elsewhere mentioned in the contract, the selected Bidder shall not be liable to the other hereunder or in relation here to for more than the value of the fees to be paid (including any amounts invoiced but not yet paid) under the Agreement.

5.17.1.4 Termination by DTE&T, Odisha

a. The DTE&T, Odisha may, by not less than 30 days written notice of termination to the Bidder, such notice to be given after the occurrence of any of the events, terminate this Agreement if:

i. The selected Bidder fails to remedy any breach hereof or any failure in the performance of its obligations here under, as specified in a notice of suspension, within thirty (30) days of receipt of such notice of suspension or within such further period as the may have subsequently granted in writing;

ii. The selected Bidder becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;

iii. The selected Bidder fails to comply with any final decision reached as a result of the Dispute Resolution mechanism/proceedings.

iv. The selected Bidder submits to the DTE&T, Odisha a statement which has a material effect on the rights, obligations or interests of DTE&T, Odisha and which the selected Bidder knows to be false.

b. Any document, information, data or statement submitted by the Bidder in its Proposals, based on which the selected Bidder was considered eligible or successful, is found to be false, incorrect or misleading; or as the result of Force Majeure, the selected Bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) days

c. If the DTE&T, Odisha would like to terminate the Contract for reasons not attributable to the selected Bidder's performance, they will need to clear all invoices for the Services up to the date of the notice. If the DTE&T, Odisha would like to terminate the Contract for reasons attributable related to the selected Bidder's performance, the DTE&T will give a rectification notice for 30 days to the Bidder in writing with specific observations and instructions.

Depending on merits of the case the selected Bidder's Performance Bank Guarantee may or may be forfeited in part or whole as deemed right by the DTE&T

5.17.1.5 Consequences of Termination

a. In the event of termination of the Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise], DTE&T, Odisha shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Selected Bidder shall be obliged to comply with and take all available steps to minimize loss resulting from that termination / breach, and further allow the next successor Selected Bidder to take over the obligations of the rest while Selected Bidder in relation into the execution / continued execution of the scope of the Contract.

b. Nothing herein shall restrict the right of DTE&T, Odisha to invoke guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and / or remedies that may be available to the under law or otherwise.

c. The termination here of shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

5.17.2 Liquidated Damages

5.17.2.1 Delay Charges

5.17.2.1.1 Delay in initial joining of PTGI beyond the agreed upon dates of joining as per guideline which is prepared by DTE&T Odisha

Penalty of Rs 500/- per calendar day of delay would be charged. In case of delaying in hiring in hard and special & remote areas permission need to be taken from DTE&T Odisha for extension of hire up-to 10 days.

5.17.2.1.2 Delay in replacement/substitution of ERP Software entry operators

The successful agency/bidder shall replace immediately any of their personnel who are found unacceptable to DTE&T Odisha due to poor/unsatisfactory performance, security risks, incompetence, conflict of interest, improper conduct etc. upon receiving notice from the

DTE&T Odisha. The delay in providing a substitute beyond five working days would attract a penalty @ ` 1000/- per day on the service providing agency. In case of delay of more than 15 days, DTE&T Odisha may, at its discretion, terminate the contract.

The successful agency/bidder shall immediately provide substitute(s) in the event of any person(s) leaving the job due to his/her personal reasons. The delay in providing a substitute beyond five working days would attract a penalty @ Rs. 1000/- per day on the service providing agency. In case of delay of more than 15 days, DTE&T Odisha may, at its discretion, terminate the contract.

5.17.2.1.3 Absence of ERP Software entry operators more than 4 working days without intimation or 7 working days with intimation for whole project period

Penalty of Rs 500/- per calendar day w.e.f day of absence should be imposed on concern ERP Software entry operators (A copy of the leave application should be sent to Principal of institutes copy to DTE&T Odisha in respective invoice).

5.17.2.1.4 Continued absence of ERP Software entry operators for more than 15 calendar days

A show cause notice will be issued which needs to be replied within 03 days.

DTE&T, Odisha reserves the decision on laying appropriate penalties in such cases and may Change. DTE&T, Odisha reserve its right to recover these amounts from Performance Guarantee.

5.17.2.2 Encashment and appropriation of Performance Security.

The DTE&T shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Agency in the event of breach of the Agreement (to be signed with selected bidder) or for recovery of liquidated damages specified in this Clause 5.17.2

5.17.3 Dispute Resolution Mechanism

- a. The DTE&T, Odisha and the selected Bidder shall make every effort to resolve amicably by direct negotiations, any disagreement or dispute, arising between them under providing services.
- b. All claims and disputes arising under or relating to the Agreement are to be settled by binding arbitration in the state of Odisha. An award of arbitration may be confirmed in a court of competent jurisdiction. Arbitration shall be as per Indian Arbitration Act, 1996.
- c. The DTE&T, Odisha may terminate this contract, by giving a written notice of termination of minimum 30 days, to the selected Bidder, if the selected Bidder fails to comply with any decision delivered by DTE&T, Odisha.

5.17.4 Notices

Notice or other communications given or required to be given under the Contract shall be in writing and shall be e-mailed followed by hand-delivery with acknowledgement thereof, or transmitted by prepaid registered post or courier. Any notice or other communication shall be deemed to have been validly given on date of delivery if hand delivered & if sent by registered post then on expiry of seven days from the date of posting.

5.17.5 Force Majeure

Force Majeure is herein defined as any cause, which is beyond the control of the selected Bidder or DTE&T, Odisha as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the Contract, such as:

- a. Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics.
- b. Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargo.
- c. Terrorist attack, public unrest in work area provided either party shall within 10 days from occurrence of such a cause, notifies the other in writing of such causes.

The selected Bidder or DTE&T, Odisha shall not be liable for delay in performing his/her obligations resulting from any force majeure cause as referred to and/ or defined above.

Force Majeure shall not include any events caused due to acts/ omissions of such Party or result from a breach/contravention of any of the terms of the Contract, Proposal and/or the Request for Proposal (RFP). It shall also not include any default on the part of a party due to its negligence or failure to implement the stipulated/proposed precautions, as were required to be taken under the Contract. The failure or occurrence of a delay in performance of any of the obligations of either party shall constitute a Force Majeure event only where such failure or delay could not have reasonably been foreseen, or where despite the presence of adequate and stipulated safeguards the failure to perform obligations has occurred. In such an event, the affected party shall inform the other party in writing within five days of the occurrence of such event. The DTE&T, Odisha will make the payments due for Services rendered till the occurrence of Force Majeure. However, any failure or lapse on the part of the Selected Bidder in performing any obligation as is necessary and proper, to negate the damage due to projected force majeure events or to mitigate the damage that may be caused due to the above mentioned events or the failure to provide adequate disaster management/ recovery or any failure in setting up a contingency mechanism would not constitute force majeure, as set out above.

In case of a Force Majeure, all Parties will endeavor to agree on an alternate mode of performance in order to ensure the continuity of Service and implementation of the obligations of a party under the Contract and to minimize any adverse consequences of Force Majeure.

In case, Force Majeure hinders the validity, performance guarantee and project duration should be extended accordingly as desired by Govt.

5.17.6 Failure to agree with Terms and Conditions of the RFP

Failure of the successful Bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event may invoke the PBG of the successful Bidder and award the contract to the next best value Bidder or call for new Proposals from the interested Bidders.

5.18 Contract Performance Guarantee

a. Within 15 days after the receipt of notification of award of the Contract from DTE&T, the successful Bidder shall furnish Contract Performance Guarantee to the DTE&T, Odisha which shall be equal to 5% of the total quoted base price for 6 in the form Demand Draft/Bank Guarantee from any Nationalized Bank/ Scheduled bank in the Performa given here-in-after in this document valid for period of 240 days from the date of award of Contract as specified in the document.

b. The proceeds of the performance guarantees shall be payable to the DTE&T, Odisha as compensation for any loss/ penalties resulting from the Selected Bidders failure to complete its obligations under the Contract.

c. The performance guarantee will be released by DTE&T, Odisha and returned to the Selected Bidder after 08 months from the date of award of Contract as specified in the document.

5.19 Statutory Requirements

During the tenure of this Contract, nothing shall be done by the Selected Bidder in contravention of any law, act and/ or rules/ regulations, there under or any amendment thereof governing inter-alia customs, stowaways, foreign exchange etc. and shall keep indemnified in this regard.

5.20 Contract administration

a. Either party may appoint any individual/Company as its authorized representative through a written notice to the other party. Each Representative shall have the authority to:

i. Exercise all of the powers and functions of his/ her Party under this Contract, other than the power to amend this Contract and ensure proper administration and performance of the terms here of; and

ii. Bind his or her Party in relation to any matter arising out of or in connection with this Contract.

iii. The Selected Bidder shall be bound by all undertakings and representations made by the authorized representative of the Selected Bidder and any covenants stipulated hereunder, with respect to this Contract, for and on their behalf.

iv. For the purpose of execution or performance of the obligations under this Contract, the DTE&T, Odisha's, representative would act as an interface with the nominated representative of the Selected Bidder. The Selected Bidder shall comply with any instructions that are given by the representative during the course of this Contract in relation to the performance of its obligations under the terms of the Contract.

v. A committee comprising of representatives from the DTE&T, Odisha and the Selected Bidder shall meet on a quarterly basis to discuss any issues/ bottlenecks being encountered. The Selected Bidder shall draw the minutes of these meetings and circulate to the DTE&T, Odisha.

5.21 Right of Monitoring, Inspection and Periodic Audit

The DTE&T, Odisha reserves the right to inspect and monitor/assess the progress/ performance at any time during the course of the Contract, after providing due notice to the

Selected Bidder. DTE&T, Odisha may demand, and upon such demand being made, the selected Bidder shall provide with any document, data, material or any other information required to assess the progress of the project. DTE&T, Odisha shall also have the right to conduct, either itself or through any Principal of institutes to monitor the performance by the Selected Bidder of its obligations/ functions in accordance with the standards committed to or required by DTE&T, Odisha and the Selected Bidder undertakes to cooperate with and provide to DTE&T, Odisha/ Principals by DTE&T, Odisha, all documents and other details as may be required by them for this purpose. Any deviations or contravention identified as a result of such audit/ assessment would need to be rectified by the Selected Bidder failing which DTE&T, Odisha may, without prejudice to any other rights that it may have, issue a notice of default.

5.22 DTE&T, Odisha's Obligations

DTE&T, Odisha shall interface with the Selected Bidder, to provide the required information, clarifications, and to resolve any issues as may arise during the execution of the Contract.

DTE&T, Odisha shall ensure that timely approval is provided to the selected Bidder, where deemed necessary, which should include appointment/replacement of personnel, work related to Services required to be provided as part of the Scope of Work.

5.23 Indemnity

The Selected Bidders shall execute and furnish a Deed of Indemnity infavor of the DTE&T, Odisha, in a form and manner acceptable to the, indemnifying from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind how- so-ever suffered including patent, copyright, trademark and trade secret, arising or incurred inter-alia during and after the Contract period out of:

a. Negligence or wrongful act or omission by the Selected Bidder or its team or any Company/ Third Party in connection with or incidental to this Contract; or

b. Any breach of any of the terms the Selected Bidder's Proposal as agreed, the Tender and the Contract Agreement to be sign by the Selected Bidder, its Team or any Company/ Third Party.

c. The indemnity shall be to the extent of total quoted base price by the selected bidder.

5.24 Bid Prices

Bidders should quote the price bid as per the Financial Bid Format given in the Annexure-II [Section 9.2 (B)]. Bid price should be valid for minimum 180 days from the date of submission of Financial Bid.

The bidders who quote unrealistic rate of service charges, i.e. 0% shall be debarred for further consideration. If the bidders quote percentage with more than two decimal points, then up to two decimal points only be considered without rounding up.

Prices quoted must be firm and shall not be subject to any upward revision on any account what-so-ever throughout the period of the engagement.

5.25 Payment Schedule

Payment to the selected agency/bidder shall be made strictly in accordance to the agreed amount & services/agency charges as mutually agreed.

5.26 Continuance of the Contract:

Notwithstanding the fact that settlement of dispute(s) (if any) may be pending, the parties hereto shall continue to be governed by and perform the work in accordance with the provisions under the Scope of Work to ensure continuity of operations.

5.27 Conflict of interest

The Bidder shall disclose to DTE&T, Odisha in writing, all actual and potential conflicts of interest that exist, arise or may arise in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.

5.28 Severance

In the event any provision of the Contract is held to be invalid or unenforceable under the applicable law, the remaining provisions of this Contract shall remain in full force and effect.

5.29 Governing Language

The Agreement shall be written in English language. Subject to below Clause, such language versions of the Agreement shall govern its interpretation. All correspondence and other documents pertaining to the Contract that are exchanged by parties shall be written in English language only.

5.30 “No Claim “Certificate

The Selected Bidder shall not be entitled to make any claim, whatsoever against, under or by virtue of or arising out of, the Contract, nor shall entertain or consider any such claim, if made by the Selected Bidder after it has signed a “No claim” certificate in favor of DTE&T, Odisha in such form as shall be required by it after the work is finally accepted.

5.31 Publicity

The Selected Bidder shall not make or permit be made a public announcement or media release about any aspect of this Contract unless DTE&T, Odisha first gives its written consent to the selected Bidder.

5.32 General

5.32.1 Relationship between the Parties

Nothing in the Contract constitutes any fiduciary relationship between the DTE&T, Odisha, and Selected Bidder/Bidder’s Team or any relationship of employer/employee, principal and agent, or partnership, between DTE&T, Odisha and Selected Bidder.

No Party has any authority to bind the other Party in any manner whatsoever except as agreed under the terms of the Contract.

DTE&T, Odisha will not be under any obligation to the Implementing Company’s Team except as agreed under the terms of the Contract.

5.32.2 No Assignment

The Selected Bidder shall not transfer any interest, right, benefit or obligation under the Contract without the prior written consent of the DTE&T, Odisha.

5.32.3 Survival

The provisions of the clauses of the Contract in relation to documents, data, processes, property, Intellectual Property Rights, indemnity, publicity and confidentiality and ownership survive the expiry or termination of the Contract Agreement and in relation to confidentiality, the obligations continue to apply unless notifies the Selected Bidder of its release from those obligations.

5.32.4 Entire Contract

The terms and conditions laid down in the Request for Proposal (RFP) and all annexure thereto as also the Proposal and any attachments/ annexes thereto shall be read in consonance with and form an integral part of the Contract Agreement. The Contract Agreement supersedes any prior contract, understanding or representation of the Parties on the subject matter.

5.32.5 Governing Law

This Contract shall be governed in accordance with the laws of India.

5.32.6 Jurisdiction of Courts

The High Court of Odisha at Cuttack, has exclusive jurisdiction to determine any proceeding in relation to the Contract.

5.32.7 Compliance with Laws

The Selected Bidder shall comply with the laws in force in India in the course of performing the Contract.

5.32.8 Notices

A “notice” means:

- i. A Notice; or
- ii. A consent, approval or other communication required to be in writing under the Contract.

All notices, requests or consent provided for or permitted to be given under this Contract shall be in writing and shall be deemed effectively given when personally delivered or mailed by prepaid certified/registered mail, return receipt requested, addressed as follows and shall be deemed received within two days after mailing or on the date of delivery if personally delivered:

To,

The Director

Directorate of Technical Education & Training, Odisha,

Killa Maidan, Buxi Bazar, Cuttack 753001

Phone No : 0671-2301061,

Email : dtetorissa@gmail.com ; & dtetodisha.procurement@gmail.com

Any Party may change the address to which notices are to be directed, by giving a notice to the other party in the manner specified above. A notice served on a Representative is taken to be notice to that Representative's Party.

5.32.9 Waiver

Any waiver of any provision of this Contract is ineffective unless it is in writing and signed by the Party waiving its rights.

A waiver by either Party in respect of a breach of a provision of this Contract by the other Party is not a waiver in respect of any other breach of that or any other provision.

The failure of either Party to enforce at any time any of the provisions of this Contract shall not be interpreted as a waiver of such provision.

5.32.10 Modification

Any modification of the Contract shall be in writing and signed by an authorized representative of each Party.

5.32.11 Taxes

The Bidder shall pay service and other applicable taxes, if any, imposed on the Services under this Contract. Any variation to statutory duties/taxes shall be borne by DTE&T.

5.32.12 Application

These General Conditions shall apply to the extent that provisions in other parts of the Contract do not supersede them.

5.33 Fraud and Corrupt Practices

5.33.1 Fraud and Corrupt Practices

a. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, DTE&T, Odisha shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process. In such an event, DTE&T, Odisha shall, without prejudice to its any other rights or remedies, appropriate the Bid Security or Performance Security, as the case maybe, as mutually agreed genuine pre-estimated compensation and damages payable to DTE&T, Odisha for, inter alia, time, cost and effort of DTE&T, Odisha, in regard to the RFP, including consideration and evaluation of such Bidder’s Proposal.

b. Without prejudice to the rights of DTE&T, Odisha under Clause above and the rights and remedies which DTE&T, Odisha may have under the LoA or the Agreement, if an Bidder, is found by DTE&T, Odisha to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LoA or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by DTE&T, Odisha during a period of 5 (five) years.

c. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:

i. “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process

ii. “Fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

iii. “Coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;

iv. “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and

v. “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

6. Pre-Qualification/Eligibility Criteria and mandatory documents

6.1 Eligibility Criteria of the bidders

This Request for Proposal (RFP) is invited from companies meeting the following minimum eligibility criteria.

S No.	Particulars	Documents required
1	The applicant should be a company registered under Indian Companies Act, 1956 or a partnership firm registered under Indian Partnership Act, 1932 or a LLP registered under the Limited Liability Partnership Act, 2008 or a Proprietorship firm or registered under Society/ Trust Act.	Certificates of incorporation /registration The applicant will disclose all the information related to disputes/ legal-cases/punishments/ penalties/sanctions/ judgments and all related information related to the applicant and its employees responsible for executing the Scope of Work
2	The applicant should have a registered number of i. GST registration and clearance, (if applicable) ii. PAN number (mandatory)	GST registration copy to be submitted, PAN number is mandatory.
3	The Bidder should have its registered office/branch office in the state of Odisha	Self-attested Certificates of incorporation/registration/supporting documents as evidence
4	The Bidder should not bid under any Consortium. No Consortium bid shall be allowed for this RFP.	Self-declaration should be submitted
5	The Bidder company should have been in existence as a registered company in India for at least 05 years	Incorporation certificate of the firm, registration certificate
6	Bidder must have executed at least one project of manpower supply with a project value over Rs 30 lakhs during last 3 financial years (2020-21, 2021-22, & 2022-23)	Work orders, MoAs, letter of award of contract and Work completion certificate

7	<p>Must have prior experience in provide similar manpower in technical training/technical education / skill development institutes during last 5 years of 2018-19, 2019-20, 2020-21, 2021-22 & 2022-23</p> <p>Or</p> <p>Having experience of deployment of different categories of manpower in Ministry/ Departments of Govt. of India/ Central PSUs/ State Govt. Departments/Autonomous/Statutory Bodies/Corporations during last 5 years of 2018-19, 2019-20, 2020-21, 2021-22 & 2022-23</p>	Incorporation certificate of the firm, registration certificate along-with work orders, MoAs, letter of award and Work completion certificate
8	The bidder should have its own bank account	A self-attested bank account statement for the last six months should be provided
9	Average Annual Turnover of Rs.50 lakhs for each of the last FY 3 years of 2020-21, 2021-22, 2022-23	<p>Audited P&L / Income Statements for FY 2020-21, 2021-22, 2022-23 need to be submitted</p> <p>Audited Balance Sheet (along with CA certificate clearly indicating turnover and Net Worth) for FY 2020-21, 2021-22, 2022-23 need to be submitted.</p>
10	The bidder should furnish signed self-declaration indicating that they have not been blacklisted/debarred by the Ministry/Departments of Govt. of India/Central PSUs/Nationalised Banks/State Govt. Departments /Autonomous/Statutory Bodies/Corporations and there is no litigation continuing with any Government Department is pending on account of similar services.	Self-declaration in a notarized document

6.2 Minimum Qualifications for the ERP Software Entry Operators

- Any graduate with sound computer knowledge and more preferably should have experience of handling tally and accounts activities.

6.3 Self-attested documents to be submitted along with the Technical Bid

The bidders are required to attached self-attested photocopies of the documents listed below along with the “Technical Bid” failing which the bids shall be summarily rejected and will not be considered any further.

1. Registration Certificate under the Companies Act, 1956/2013 or a partnership firm registered under Indian Partnership Act or Proprietary concern.
2. Registration Certificate under Contract Labour (Regulation & Abolition) Act, 1970.
3. Copy of PAN Card.
4. Copy of the latest IT Returns filed with the Income Tax Department.
5. Copy of EPF Registration certificate.
6. Copy of ESI Registration certificate.
7. Copy of the Service Tax/GST Registration certificate.
8. Audited Balance Sheet (along with CA certificate clearly indicating turnover and Net Worth) for FY 2020-2021, 2021-22 and 2022-23 need to be submitted.
9. Proof of prior experience.
10. Proof of having registered office/branch office in the state of Odisha.
11. Self-declaration on No Consortium bidding.
12. A Self Certified letter for not involved in any illegal/corrupt practices.
13. Self-declaration in a notarized document for not blacklisted.
14. Copy of power of attorney.
15. A self-attested bank account statement for the last six months.

7. Payment Schedule and Terms

7.1 Payment Schedule

Payment to the selected agency/bidder shall be made strictly in accordance to the terms & conditions mutually agreed service/agency charges.

7.2 Payment Terms

1. The successful bidder shall submit the monthly bills in triplicate enclosing the certificate as mentioned in succeeding Para for payment.
 - (a) Acknowledgement of receipt of wages by personnel deployed duly indicating the earnings, deductions towards EPF, ESI, etc.
 - (b) Copies of deposit of EPF, ESI, Taxes as applicable from time to time. DTE&T Odisha may ask for producing the originals of any documents for verification.
 - (c) Bank statement showing debits from awarding agency's bank account towards payment of wages to its personnel deployed at DTE&T Odisha.
2. The TDS shall be made as per the provisions of Income Tax Act, as amended from time to time, and a certificate to this effect shall be provided by DTE&T Odisha to the agency.
3. Payment shall be released within 30 days of receiving the Bills/Invoices and satisfactory performance reports from the Principals of the respective institutes (it is/Polytechnics).
4. The successful bidder shall make regular and full payment of remuneration as due to its personnel under service contract with salary slips and furnish necessary proof whenever required. The payment of personnel by the agency should be made on or before 7th day of every month.
5. The successful bidder will ensure the remittance of remuneration to the personnel deployed by them in DTE&T Odisha by directly transferring into their respective bank accounts.
6. The proof of challan/receipt deposited with the PF Commissioner and ESI office for the payment made towards applicable PF, ESIC for the previous month shall be submitted while claiming the bill for the current month. In the absence of the proof, the bills will not be processed.
7. Proof of Taxes as applicable from time to time deposited with the concerned Government agencies shall be submitted with the bill.
8. In case DTE&T Odisha receives any complaint(s) regarding non-payment of salaries to the personnel deployed by them, the amount to the personnel will be deducted from the bills of agency and paid to such personnel.

8. Evaluation and Selection

The bidders, who will be eligible by meeting all mandatory eligibility criteria, will be selected for Technical Bid opening. The evaluation criteria will be Quality cum Cost Based System (QCBS) with 70:30 where Technical Bid Score will get a weightage of 70% and Commercial Bid Score a weightage of 30%.

8.1 Technical Evaluation

Initial Bid scrutiny will be made and incomplete details as given below will be treated as non-responsive if Proposals

- i. Are not submitted in as specified in the RFP document
- ii. Are found with suppression of details
- iii. With incomplete information, subjective, conditional offers and partial offers submitted
- iv. Have non-compliance of any of the clauses stipulated in the RFP
- v. Have a lesser validity period

All responsive Bids will be considered for further processing as below.

Technical Evaluation Committee will prepare a list of responsive Bidders, who comply with all the Terms and Conditions of the Tender. All eligible bids will be considered for further evaluation by the Committee according to the evaluation process defined in this RFP document. The decision of the Committee will be final & binding in this regard.

a. Technical Evaluation committee will examine the bids to determine whether they are complete, whether any computational errors have been made, and whether the bids are generally in order.

b. DTE&T, Odisha may conduct clarification meetings with each or any Bidder to discuss any matters, technical or otherwise.

c. Further the scope of evaluation committee also covers taking any decision with regard to the Tender document, execution/ implementation of the project including management period.

d. Proposal document shall be evaluated as per the following steps.

- i. Evaluation of document: A detailed evaluation of the bids shall be carried out by the Technical Evaluation Committee in order to determine whether the Bidders are competent enough and whether the technical aspects are substantially responsive to the requirements set for this in the RFP document.
- ii. Bidders failing to comply with any of the above then the Bid will be summarily rejected.
- iii. Bidders who scores at least 70% marks in Technical Evaluation criteria set forth in this RFP document will be eligible for opening of their Financial Bid. If a bid does not meet these minimum score, it will be deemed technically non-compliant and will not proceed to the financial evaluation.

Technical Bid Score is calculated as follows: - $ST = \text{Technical score} \times 70 / 100$

8.1.1 Technical Evaluation Matrix

S.No	Category	Criteria	Marks	Remarks
1.	Technical Competency	70		-
1.1	Bidder's Registered Office situated in the State of Odisha	No	0	Copies of self-attested Certificates of incorporation /registration/supporting documents as evidence
		1	5	
1.2	Execution of manpower supply projects with project value more than Rs. 30 lakhs within last 3 FY	1 Project	5	
		2 to 4 Projects	7	
		5 or more	10	
1.3	No. of professionals deployed in technical training/technical education/skill development institutes for identical job during last 5 years on yearly basis	0-9	0	Proof regarding total number of employees deployed in different organization (Copies of work orders, MoAs, letter of award, award of contract and work completion certificate from the client as evidence)
		10 to 49	10	
		50 to 99	15	
		100 and above	20	
1.4	No. of manpower deployed in Ministry/Departments of Govt. of India / Central PSUs / State Govt. Departments / Autonomous /Statutory Bodies/ Corporations during last 5 years on yearly basis	0-9	0	CA certificate clearly indicating turnover for FY 2020-21, 2021-22, 2022-23 need to be submitted
		10-49	10	
		50 to 99	15	
		100 and above	20	
1.5	Average Annual Turnover (last 3 financial years 2020-21, 2021-22, 2022-23)	50 – 100 lakhs	10	
		> 100 lakhs	15	
2	<u>Presentation</u> Detailed presentation made by the Bidder to the DTE&T Technical Evaluation Committee. The committee shall consider the following Proposed Methodology and Team Structure: (A) Approach and methodology for resource management (B) Feedback mechanism (C) Number of similar manpower available with the firm Qualitative assessment based on	30		- Bidders need to submit details of similar manpower available with the firm as per Annexure
2.1	Team structure & availability of personnel and reporting mechanism	10		-
2.2	Risk mitigation (contingency plan) and exception handling	10		-
2.3	Bidders (if Any) having experience in the same Manpower project earlier	05		-
2.4	SLA management/ability to manage and execute the scope of work	05		-

Note 1:- The bidder has to score at least 70% to qualify for the opening of Financial Bid

Note 2:- The scores provided by the Technical Committee, will be considered as final.

***Note 3:-**If due to some unforeseen/unavoidable circumstances the above resources cannot be provided or left in between the duration of contract, then they should be replaced with resources having similar credentials and experience.

8.2 Financial Evaluation

The Bidder shall be selected on the basis of Least Cost Selection (LCS).

Financial Proposals of only those bidders who qualify in the Technical Proposal evaluation shall be opened.

Total Monthly Manpower Cost (Column No.7) from Financial Proposal Format (Annexure-II) will be taken into consideration for evaluation of Financial Bid.

8.3 Selection Process

The bidder with lowest qualifying financial bid (L1) from Financial Proposal Format [Total Monthly Manpower Cost (Column No.7)] shall be declared as the “Selected Bidder” and will be awarded the contract.

9 Annexure:-

9.1 Annexure I: Proposal Covering Letter

Letter NoDate:

To,
The Director,
Directorate of Technical Education & Training, Odisha,
KillaMaidan, Buxi Bazar,
Cuttack-753001

Sub: RFP for selection of a Professional Agency to provide ERP Software entry operators at 72 Government ITIs and 34 Government Polytechnics of Odisha

Regarding Technical Proposal

Dear Sir,

1. With reference to the RFP dated _____ for the above captioned project, and clarification issued by DTET thereof, I _____, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection of a Professional Agency to provide ERP Software entry operators at Government ITIs & Polytechnics of Odisha". The proposal is unconditional and unqualified.
2. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
3. This statement is made for the express purpose of appointment as the Agency for the aforesaid Project.
4. I shall make available to DTET any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
5. I acknowledge the right of the DTET to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

I declare that:

- a. I have examined and have no reservations to the RFP Document, including any Addendum issued by the DTET;
- b. I have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, in respect of any tender or request for proposal issued by or any agreement entered into with the DTET or any other public sector enterprise or any Government, Central or State; and
- c. I hereby certify that we have taken steps to ensure that, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

7. I understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Agency, without incurring any liability to the Bidders.
8. If our firm is qualified, we shall make a technical presentation to DTET on the date, time and venue specified upon intimation received from DTET.
9. The undersigned is authorized to sign the documents being submitted through this RFP. (A copy of Power of Attorney is enclosed)
10. In the event our firm is selected as the Agency for this project we shall enter into an agreement with DTET.
11. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.
12. I understand that, during any stage of execution of work, if our firm fails to deliver any service mentioned in the scope of work or Terms and Conditions in this RFP within the stipulated time, then DTET has the right to deduct the penalties from Performance Guarantee, after intimating the same to our firm.
13. The information provided herewith is true and correct to our best knowledge. If any discrepancies are found in the information provided or if the information provided is not correct, our firm would be fully responsible for that. We understand in such cases our bids are liable to be rejected.

Yours faithfully,

Signature

Full name of signatory & Designation
Name of the Bidder/Company etc.

Name and seal of the Bidder

Date:

Place:

9.2 Annexure II: Financial Proposal Format

To be submitted in original along with the Proposals (Envelope-C)

(A) Financial Proposal Letter

Letter NoDate:

Covering Letter
(on the Agency's letterhead)

To,
The Director,
Directorate of Technical Education & Training, Odisha,
Killa Maidan, Buxi Bazar,
Cuttack-753001

Subject: RFP for selection of a Professional Agency to provide ERP Software entry operators at Government ITIs and Polytechnics of Odisha.

Regarding Financial Proposal

Dear Sir,

I, _____, enclose herewith our Financial Proposal for Engagement of a **“Professional Agency to provide ERP Software entry operators at Government ITIs & Polytechnics of Odisha”**.

The financial proposal does not contain any conditions and is submitted as per the prescribed format. In case of any discrepancy, our firm will be solely responsible for the same.

I agree that this offer shall remain valid for 180 days from the bid due date or such further period as may be mutually agreed upon.

Yours faithfully,

Signature _____

Full Name _____

Designation _____

(B) Financial Proposal

Name of Work: “RFP for selection of a Professional Agency to provide ERP Software entry operators at Government ITIs & Polytechnics of Odisha”

The agency is required to submit the financial bid in the following format only:

Sl. No.	Category of the Manpower	No. of Manpower	Monthly Rate (without tax)					Total Cost	
			Basic Wage (Per Person / Per month) (Rs)	EPF (Per Person/Per month) (Employer contribution) (Rs)	ESI (Per Person/Per month) (Employer contribution) (Rs)	Other Statutory dues if any (Rs)	*Service charges/Commission Charges (Per Person/ Per month) (Rs)	Total Cost per month (Rs.) [(Column No.2+3+4 +5+6) X Column No.1] (Rs)	Total Cost for 6 Months (Rs.) (Column No.7X6) (Rs)
		1	2	3	4	5	6	7	8
I	ERP Software entry operators	45							
TOTAL COST									

Note:

- *Above service/agency charge which represents administrative/management charges/other costs.
- The successful bidder is required to pay the remuneration on monthly basis to each of the personnel, after deduction of employee share of contribution towards ESI, EPF etc., wherever applicable, deployed in DTE&T Odisha during the contract period.
- Monthly basic wages of ‘ERP Software entry operators’ should not be less than the Basic wages indicated for “**Skilled Manpower**” as per rates effective w.e.f. 01.04.2023 published by Office of the Labour Commissioner, Govt. of Odisha, vide Notification – 2500/ dt. 05.04.2023.
- In addition to this, GST will be charged on gross monthly billing as per the provisions applicable of GST Act.
- Applicable Income Tax and GST shall be deducted at source.
- The bidders who quote unrealistic rate of service charges, i.e. 0% shall be debarred for further consideration. If the bidders quote percentage with more than two decimal points, then up to two decimal points only be considered without rounding up.
- The bidders are required to quote only service/agency charge which represents administrative/management charges/other costs.
- No conditions should be attached to the price proposal.
- The ‘**overall quoted price**’ should be quoted in both figure and words. In case of discrepancies in the prices mentioned in the figure and word, the prices mentioned in the words shall be considered as final price.

Seal & Signature of the Bidder:
Address:
Date:

9.3 Annexure III: Particulars of the Bidder (Technical Proposal)

Letter NoDate:

To,

The Director,
Directorate of Technical Education & Training, Odisha,
Killa Maidan, Buxi Bazar,
Cuttack-753001

Subject: RFP for selection of a Professional Agency to provide ERP Software entry operators at Government ITIs & Polytechnics of Odisha: - Particulars of the Bidder (Technical Proposal)

General Information about the Firm:

1.	Name of the Company/Firm/Agency									
2.	Year Established									
3.	Registration Certificate No./ Date of Registration									
4.	Full Address of Registered Office (with Pin Code, Telephone No, Mobile No, FAX No. , E-Mail Address, Website)									
5.	Full address of Operating Branch Office (with Pin Code, Telephone No, Mobile No, FAX No., E-Mail Address)									
6.	Full Address of Head Quarter (with Pin Code, Telephone No, Mobile No, FAX No., E-Mail Address)									
7.	Name, designation, telephone no. / mobile No / email address of authorized officer /person to coordinate with the head office of DTE&T Odisha									
8.	Name of the Managing Director/CEO									
9.	PAN No									
10.	Goods Service Tax Regd. No									
11.	E.S.I Registration No.									
12.	E.P.F Registration No.									
13.	No of full time personnel (Technical in the Similar Domain) currently under employment									
14.	No. of years of proven experience of providing similar manpower services.									
15.	Statutory Registration No. (under License & Contract Labour Act 1970 obtained from Labour Department, Government of Odisha)									
16.	Annual turnover Audited Annual Turnover in last three years.	Annual turnover of the in Rs. <table><tr><th>FY</th><th>Turnover (Rs.)</th></tr><tr><td>2020-21</td><td></td></tr><tr><td>2021-22</td><td></td></tr><tr><td>2022-23</td><td></td></tr></table>	FY	Turnover (Rs.)	2020-21		2021-22		2022-23	
FY	Turnover (Rs.)									
2020-21										
2021-22										
2022-23										

(Signature, name and designation of the authorized signatory)

For and on behalf of

9.4

Annexure-IV. Technical Capacity of the Bidder

1. Operation Capability:

A. Employed/Provided manpower in technical training/technical education/skill development institutes for identical job (number of professionals employed each year for identical activities)

2018-19	2019-20	2020-21	2021-22	2022-23	Total

B. Employed/Provided manpower in Ministry/Departments of Govt. of India/Central PSUs/State Govt. Departments/Autonomous/Statutory Bodies/Corporations

2018-19	2019-20	2020-21	2021-22	2022-23	Total

C. Employed/Provided manpower in Ministry/Departments of Govt. of India/Central PSUs/State Govt. Departments/Autonomous /Statutory Bodies/Corporations in ERP maintenance (similar job)

2018-19	2019-20	2020-21	2021-22	2022-23	Total

9.5 Annexure-V Past Project Experience (in last 5 years)

Experience in supplying similar type of professional manpower for other /same activities

S N	Name of Staff with qualification and experience	Remuneration of the Staff	EPF/ESI number of the Staff	Position Assigned Task Assigned in Institutes	Work Order No/Work Experience Certificate with Page number of the bid
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

Signature, name and designation of the authorized signatory)

IMPORTANT:

1. Use separate sheet for each Eligible Project
2. Please provide proof of eligible projects undertaken like a copy of completion certificate from the client/Copy of work order/copy of agreement etc. The submitted testimonial MUST contain detailed description of work (Scope of Work and TOR) carried out by the Bidder.
3. The work order should have been issued in last 5 years, as on 31st March 2023. The list of manpower should be in tally with the work order/work experience certificate and should be given with their EPF number.

9.6 Annexure-VI Financial Capacity of the Bidder

Sl. No.	Financial Year	Annual Turnover (In Rs)
1.	2020-21	
2.	2021-22	
3.	2022-23	

Certificate from the Statutory Auditor

This is to certify that..... <Name of the Bidder> has received the payments shown above against the respective years on account of rendering training services and the Average Annual Turnover of the Firm in the last three years is Rs._____ (In words)

Name of the audit firm:

Seal of the audit firm

Date:

(Signature, name and designation of the authorized signatory)

Note: In case the Applicant does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Applicant.

9.7 Annexure VII: An affidavit for not being black listed

<< An affidavit on a non-judicial stamp paper of INR 10/- by Company Secretary/ Authorized Representative and Signatory of the Applicant with his/her dated Sign and Seal >>

AFFIDAVIT

We, <>, having its registered office at <>, do hereby declare that the M/S_____ hasn't been blacklisted/ debarred by any State Government/ Central Government authority for breach on our part.

For and on behalf of:

Signature:

Name:

Designation: (Authorized Representative and Signatory)

Date:

Place:

9.8 Annexure VIII: Format for Power of Attorney

Know all men by these presents, we,<Name of Firm and address of the registered office> do hereby irrevocably constitute, nominate, appoint and authorize Mr / Ms..... son/daughter/wife of and presently residing at, who is presently employed with us and holding the position of as our true and lawful attorney (hereinafter referred to as the “Authorized Representative”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our proposal for selection of a **Professional Agency to provide ERP Software entry operators at Government ITIs & Polytechnics of Odisha**, including but not limited to signing and submission of all applications, bids, proposals and other documents and writings, participating in pre-proposal and other conferences and providing information/ responses to DTET, representing us in all matters before DTET, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with DTET in all matters in connection with or relating to or arising out of our proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with DTET.

AND, we do hereby agree to ratify and confirm all acts, deeds and things done or caused to be done by our said Authorized Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorized Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 2023

For

(Signature, name, designation and address)

Witnesses:

1.

2.

Notarized Accepted

.....

(Signature, name, designation and address of the Attorney)

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of Rs. 50 (fifty) and duly notarized by a notary public.

9.9 Annexure IX: Bank Guarantee Format for Performance Security Submission

Letter No _____ / Dated

To

Directorate of Technical Education and Training, Odisha,
Killa Maidan, Buxi Bazaar, Cuttack – 753001.

WHEREAS <<Name and address of the agency/firm>> (hereinafter called “service provider”) has undertaken, in pursuance of contract no.....dated.....to provide services.....(description of services) (herein after called “the contract”).

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the service provider such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the service provider, up to a total of(amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the service provider to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show ground or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the service provider 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 service provider 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 the.....day of.....,20.....

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

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

.....
Name and designation of the officer

.....
Seal, name & address of the Bank and address of the Branch

* Preferably at the headquarters of the authority competent to sanction the expenditure for manpower services or at the concerned district headquarters or the State headquarters.

9.10 Annexure X: Checklist for Submission

RFP No: _____, Date: _____

Please check whether following self-attested documents have been enclosed

Sl. No	Enclosure description	Enclosed (Y/N)	Annexure/Attachment / Page No./ Envelop No. of the enclosure
1.	Copy of Registration Certificate under the Companies Act, 1956/2013 or a partnership firm registered under Indian Partnership Act or Proprietary concern		
2.	Registration Certificate under Contract Labour (Regulation & Abolition) Act, 1970		
3.	Copy of PAN Card		
4.	Copy of the latest IT Returns filed with the Income Tax Department		
5.	Copy Goods Service Tax /GST Registration Certificate		
6.	Copy of EPF & ESI Registration certificate		
7.	Demand Draft towards cost of tender fee/bid processing fee		
8.	Copies of Annual audited accounts statements (P&L and Balance Sheets FY 2017-18, 2018-19, 2019-20 certified by a Chartered Accountant		
9.	Proof of having registered office/branch office in the state of Odisha		
10.	Self-declaration on No Consortium bidding		
11.	A Self Certified letter for not involved in any illegal/corrupt practices		
12.	Particulars of the Bidder (Annexure – III)		
13.	Technical Capacity of Bidder (Annexure – IV)		
14.	Past Project Experience (Annexure – V)		
15.	Financial Capacity of the Bidder (Annexure – VI)		
16.	Self-Declaration that the bidder hasn't been black listed / performance issues by any Govt./PSU (Annexure - VII)		
17.	Power of Attorney (Annexure – VIII)		
18.	Acceptance of Terms & Conditions Contained In The Tender Document (Declaration)		

Signature of the Bidder
Place & Date

Company Seal

Declaration

Letter No _____/ Dated

To,

The Director,
Directorate of Technical Education and Training, Odisha,
Killa Maidan, Buxi Bazar, Cuttack – 753001.

Dear Sir / Madam,

We_____ (Bidder name) having principal office at_____ (address) do hereby confirm that the information submitted in Annexure-III, to Annexure-VIII, under Section 10 Annexure are true to our knowledge and belief. We understand that any falsification of data may lead to cancellation of our Bids.

We remain
Yours Sincerely,

Signature: (Authorized Signatory as per Power of Attorney)

Name:
Designation:
Phone:
Email

9.11 Annexure XI: List of Government ITIs & Polytechnics of Odisha with Contact Details

S.No	District	No. of Manpower	Name of Institutions	Type	Name of the Principal	Mobile Number
1	Angul	02	ITI, Talcher	ITI	S.S.Rath	8607945402 7008903163
2			ITI Athamalik	ITI	S.S.Rath	8607945402 7008903163
3			GP, Angul	Polytechnic	Sri Pradeep Ku. Sahoo	9437170286
4			IGIT Saranga (Diploma)	Polytechnic	Sri M.P.Behera	9938240701
5	Balasore	01	ITI,Balasore	ITI	K C Rout	9437752440
6			GP, Balasore	Polytechnic	Sri A.K.Rath	8455823988
7	Baragarh	01	ITI,Bargarh	ITI	Anil Kumar Rout	9861056080
8			GP, Baragarh	Polytechnic	Sri Sanjeeb Meher	8456859590
9			ITI,Bheden	ITI	Sri Soumya Ranjan Mishra	8249411580
10			ITI Bijepur	ITI	Anil Kumar Rout	9861056080
11	Bhadrak	01	ITI, Bhandaripokhari, Bhadrak	ITI	Sri K C Rout	9437752440
12			GP, Bhadrak	Polytechnic	Sri S.C.Rout	7077188388
13	Bolangir	02	ITI,Bolangiri	ITI	Sri Milan Kumar Sahoo	7008465367
14			GITI,Bolangir	ITI	Biswa Ranjan Behera	9438474545
15			ITI, Kantabanjhi, Bolangir	ITI	Sri Milan Kumar Sahoo	7008465367
16			ITI Patnagarh	ITI	Sri Milan Kumar Sahoo	7008465367
17			GP, Bolangir	Polytechnic	Sri Chinmaya Mohapatra	9438389202
18	Boudh	01	ITI,Boudh	ITI	Sri Abinash Mishra	8598982423
19			GP, Boudh	Polytechnic	Sri J.N.Dash	9861040911
20	Cuttack	02	ITI,Cuttack	ITI	Swapna Kumar Mishra	9437343025 7008159699
21			MITI,Cuttack	ITI	Prasanjit Das	9437020397
22			BOSE, Cuttack	Polytechnic	Dr.H.K.Mohanty	8763104973
23			ITT Choudwar	Polytechnic	K.C.Das	9348788820
24	Deogarh	01	ITI,Barkote	ITI	Sama Oram	9438714623
25			GP,Deogarh	Polytechnic	Sri Abhaya Ku. Mallick	9437255742
26	Dhenkanal	01	ITI,Dhenkanal	ITI	Mr.C.S.Tripathy	9861192762
27			ITI, Parjang, Dhenkanal	ITI	Sri C S Tripathy	9937081354
28			GP, Dhenkanal	Polytechnic	Mr.A.K.Rout	9437296860
29	Gajapati	02	ITI, Chandragiri	ITI	Jagadish Haibru	9668123672
30			ITI,Gumma	ITI	Rabindra Kumar Mishra	9040643403
31			ITI,Rayagada(Gajapati)	ITI	Mr.P.R.Soren	9437310672
32			GP, Gajapati	Polytechnic	Anil Kr.Patra	7978371335
33	Ganjam	03	ITI, Brahmapur	ITI	Mr.R.K Panigrahi	9438293909
34			ITI,Chhatrapur	ITI	Sri Priyabrata Panda	8917205844
35			ITI,Hijilicut	ITI	Rajesh Tripathy	8763127883

36			ITI,Purushottampur	ITI	Lokesh Pattnaik	9040190723
37			ITI, Sergarh	ITI	U.K.Pattnaik	9861436481
38			ITI Bhanjanagar	ITI	Lokesh Pattnaik	9040190723
39			UCPES, Brahmapur	Polytechnic	Sri P.C.Jena	7978264461
40			GP, Brahmapur	Polytechnic	Mr.Nishakar Mallick	9937318821
41	Jagatsinghpur	01	ITI, Paradeep	ITI	Sri Pramod Samal	9861382373
42			GP,Jagatsinghpur	Polytechnic	Smt.K.Panigrahi.	9439614877
43	Jajpur	01	ITI, Jajpur	ITI	Sabitarani Sahoo	9337863040
44			GP, Jajpur	Polytechnic	Mr. RK Prusty	9437155107
45	Jharsuguda	01	ITI,Jharsuguda	ITI	J.J. Moharana	9238687596
46			JES, Jharsuguda	Polytechnic	Smt.Rinata Das	9861132851
47	Kalahandi	02	ITI,Bhabanipatna	ITI	Snehasis Muduli	9938150272
48			ITI Junagarh	ITI	Mr. A.K.Panda	9437424241
49			ITI Dharmagada	ITI	Snehasis Muduli	9938150272
50			GP, Kalahandi, Bhawanipatna	Polytechnic	Mr. A.K.Panda	9437424241
51	Kandhamal	02	ITI,Phulbani	ITI	Sri Prakash Chandra Sethy	9439752333
52			ITI, Daringbadi, Kandhamal	ITI	P.K.Sahu	9437192424
53			ITI, Kotgarh,Kandhamal	ITI	P K Sahu	7978220255
54			GP, Kandhamal	Polytechnic	Mr. Srikant Sahu	7008926234
55	Kendrapada	01	SIPT,Pattamundai	ITI	Sri Sanjib Kumar Raysingh	8249297695
56			ITI Olabhar	ITI	Sri Sanjib Kumar Raysingh	8249297695
57			GP, Kendrapara	Polytechnic	Mr. G. Pradhan	9437228218
58	Keonjhar	02	ITI,Barabil	ITI	Sri Debasis Bisi	9124096797
59			ITI,Anandapur	ITI	Sri Manas Ranjan Pati	8093395322
60			ITI Bansapal	ITI	Sashidhar Behera	9777001454
61			OSME, Keonjhar	Polytechnic	Sri M. K. Majhi	9861268864
62	Khurda	02	ITI,Bhubaneswar	ITI	Mrs.J.M Satapathy	9437453836
63			SPL. ITI PWD,Jatni	ITI	D.K.Sahu	8984121390
64			ITI Balugaon	ITI	Mrs.J.M Satapathy	9437453836
65			GP, Bhubaneswar	Polytechnic	Sri S.K.Patra	9437404277
66	Koraput	02	GITI, Ambaguda	ITI	Rajib Lochan Das	8917297589
67			ITI,Laxmipur	ITI	Subhen Kumra Behera	8328807767
68			ITI, Kotpad	ITI	Sri Balaram Sethy	9437395381
69			ITI,Pottangi	ITI	Sri Prabeen Kumar Pattnaik	8895583846
70			ITI,Nandapur	ITI	Sri Prabeen Kumar Pattnaik	8895583846
71			GP, Koraput	Polytechnic	Mr. A.K.Acharya	9439104199
72	Malkangiri	01	ITI,Malakangiri	ITI	Samir Ranjan Behera	9937475683
73			ITI,Matheli	ITI	P.K. Behera	9938133271
74			GP, Malkangiri	Polytechnic	Sri J.R.Das	9437179222

75	Mayurbhanj	02	TTI,Takatpur	ITI	Sri Suresh Chandra Padhi	9861521629 7978175036
76			PCITI,Baripada	ITI	Mr.Kandan Majhi	9439094678
77			ITI Kaptipada	ITI	Mr.Kandan Majhi	9439094678
78			ITI Karanjia	ITI	Sri Suresh Chandra Padhi	9861521629 7978175036
79			GP, Mayurbhanj	Polytechnic	Mr.K.P.Meher	9937871621
80	Nawarangpur	02	ITI,Umerkot	ITI	Rabindra Kumar Kar	7008859328
81			ITI,Raighar,Nabrangpur	ITI	Sri Sunil Kumar Sethy	9337433418
82			ITI,Chandahandi	ITI	Sri Ranjan Kumar Parida	8249629335
83			GP Nabarangapur	Polytechnic	Mr. V.K.Ray	7978955960
84	Nayagarh	01	ITI,Nayagarh	ITI	Jawan Das	9337333343
85			GP, Nayagarh	Polytechnic	Sri S.Sahoo	7008826285
86	Nuapada	01	ITI,Khariar Road	ITI	Hemanta Kumar Rana	7327971590
87			ITI, Khariar	ITI	Sri S.K.Hota	9437572124
88			GP, Nuapada	Polytechnic	Mr. Elsar Ekka	9437620754
89	Puri	02	ITI, Puri	ITI	Sri Aurobindo Ghose	9315178336
90			ITI, Krushnaprasad, Puri	ITI	Sri Priyabrata Panda	8917205844
91			ITI Rua , Puri	ITI	Sri Aurobindo Ghose	9315178336
92			GP, Puri	Polytechnic	Sri S.N.Dhar	9437549007
93	Rayagada	01	ITI,Rayagada	ITI	Mr.A.K.Panda	9437748476
94			ITI,Gajbahal,Bisam Cuttack	ITI	Mr.K.Hembram	8980035233
95			UGMIT, Rayagada	Polytechnic	Mr.N.Patel	9439197212
96	Sambalpur	01	ITI,Hirakud	ITI	Ms. Reeta Parida	8093587402
97			ITI,Rasanpur	ITI	Sri Sachidananda Padhi	9937888486
98			GP, Sambalpur	Polytechnic	Mr. S.Ray	9937823658
99	Sonepur	01	ITI,Sonepur	ITI	Sri Sailesh Kumar Nayak	7008670730
100			ITI, Birmaharajapur, Sonepur	ITI	Sri Sailesh Kumar Nayak	7008670730
101			GP, Sonepur	Polytechnic	Sri Gourahari Sahu	9438076622
102	Sundergarh	02	ITI,Rourkela	ITI	Mr.D. Khura	9439209917
103			ITI, Kutra, Sundergarh	ITI	Sri Dhananjaya Khura	9439209917
104			ITI, Koida, Sundergarh	ITI	Sri Dhananjaya Khura	9439209917
105			UGIE, Rourkela	Polytechnic	Mrs.Pragati Das	7978402140
106			SKDAV, Rourkela	Polytechnic	Sri U.K.Mallick	9437207538
	Total	45				