

Request for Proposal

FOR

SELECTION OF CONSULTANCY AGENCY FOR

Setting up a Program Management Unit (PMU) to support, monitor and manage different activities of Odisha Building and Other Construction Workers' Welfare Board (OB&OCWW BOARD) and provide technical assistance and programme management support to OB&OCWW BOARD

Tender Reference: - 02/OBOCWWB/2018-19

Dated: 13.06.2018

Odisha Building and Other Construction Workers' Welfare Board (OB&OCWW BOARD)

Office of the Labour Commissioner, Odisha

Unit-3, Kharavel Nagar, Bhubaneswar.

Phone: 0674-2390079/13/28

Email: obocwwboard@yahoo.com

Website: www.bocboard.labdirodisha.gov.in

DISCLAIMER

This Request for Proposal (RFP) contains brief information about the project, qualification requirements and the selection process for the successful applicant (bidder). The purpose of this RFP document is to provide applicants (bidders) with information to assist the formulation of their bid application (the "application").

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

The information ('Information') contained in this RFP document or subsequently provided to interested parties (the "applicant(s)"), in writing by or on behalf of OB&OCWW BOARD is provided to applicant(s) on the terms and conditions set out in this RFP document and any other terms and conditions subject to which such information is provided.

Each applicant should perform their own due diligence to check the accuracy, reliability and completeness of the information in this RFP document and obtain independent advice from appropriate sources. Submission of bid application shall be deemed to have been done after careful study and examination of the RFP with full understanding of its implications.

The response to this RFP should be full and complete in all respects. Incomplete or partial bids or not satisfying to any or all requirements mentioned in various section of the RFP and any corrigendum there to shall be treated as non-responsive and their proposal will be rejected during any stage of the bid management. The applicant must quote for all the items asked for in this tender. Intimation of discrepancies in the RFP, if any, should be given to the office of the OB&OCWW BOARD immediately by the applicants. If OB&OCWW BOARD receives no written communication, it shall be deemed that the applicants are satisfied that the RFP document is complete in all respects.

This RFP document is not an agreement and is not an offer or invitation by OB&OCWW BOARD to any other party. The terms on which the project is to be developed and the right of the successful applicant shall be as set out in separate agreements. OB&OCWW BOARD reserves the right to accept or reject any or all applications without giving any reasons thereof. OB&OCWW BOARD will not entertain any claim for expenses in relation to the preparation of RFP submissions.

Notice Inviting Tender (NIT)

Tender Reference:

The Chief Executive Officer, OB&OCWW BOARD invites sealed responses from reputed Consulting Firms meeting the eligibility criteria, for setting up a PMU to support, monitor and manage different activities of OB&OCWW BOARD and provide technical assistance and programme management support to OB&OCWW BOARD for a period of 2 (Two) years and extendable up to another 1 (One) year on mutually agreeable terms subject to satisfactory performance of the PMU. The responses should reach the undersigned only through registered post / speed post or courier service up to 4 PM on 10.07.2018. The RFP document can be downloaded from the OB&OCWW BOARD website i.e. <http://bocboard.labdirodisha.gov.in/> <http://labdirodisha.gov.in> The bid document should accompany the Earnest Money and Tender Fee in the shape of Demand Draft drawn on any of the nationalized/scheduled bank and payable at Bhubaneswar, failing which the bid would be deemed invalid.

Details about the Project:

Name of the Project	Earnest Money	Tender Fee (non-refundable)	Bid Submission Closing Date
Selection of consultant for setting up a PMU to support, monitor and manage different activities of OB&OCWW BOARD and provide technical assistance and programme management support to OB&OCWW BOARD	INR 5,00,000/- (Rupees Five Lakhs only) by Bank Guarantee from a nationalized/scheduled bank and payable in Bhubaneswar along with minimum validity of 90 days from date of submission of the bids. Payable in the name of Odisha Building and Other Construction Workers' Welfare Board payable at Bhubaneswar.	INR 10,000/- (Rupees Ten Thousand only) by Demand Draft from a nationalized/scheduled bank and payable in Bhubaneswar. Payable in the name of Odisha Building and Other Construction Workers' Welfare Board payable at Bhubaneswar.	4 PM on 10.07.2018

Sd/-

Labour Commissioner, Odisha- Cum-
Member Secretary

Odisha Building and Other Construction
Workers' Welfare Board

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Check List

Check list of enclosures:

- a) Cost of Tender paper and EMD
- b) Copy of GST Certificate
- c) Copy of PAN number
- d) Documents in proof of past work experience.
- e) Certificate that the firm has never been black-listed.
- f) Curriculum vitae and List of Manpower
- g) Name of the contact person with mobile, email address and postal address.

1. Project Introduction:

1.1. Background

Labour and ESI Department is the Nodal Department for implementation of the Building and Other Construction Workers' (RE&CS) Act, 1996 and Building and Other Construction Workers' Welfare Cess Act, 1996 in the state of Odisha. The Building and Other Construction Workers' (RE&CS) Act has been enacted to regulate of employment and condition of service of Building and Other Construction Workers and to provide for their safety, health and welfare measures and for other matters connected there with or incidental there to. The Odisha Building and Other Construction Workers' Welfare Board was constituted on 03.01.2004 u/S.18 of the Building and Other Construction Workers (RE&CS) Act, 1996. The Labour Commissioner, Odisha is the Member Secretary as well as the Chief Executive Officer of the board.

About the Odisha Building & Other Construction Workers Welfare Board:

Odisha Building & Other Construction Workers' Welfare Board has been constituted to extend different types of social security and other welfare benefits under NirmanShramikKalyanaYojana (NSKY). Cess @ 1% of the cost of construction incurred by an employer/ builder is being collected w.e.f 15.12.2008 and being deposited in the fund of Odisha Building & Other Construction Workers' Welfare Board for welfare of the building workers.

The Board extends the following Benefits to registered Building & Other Construction Workers under NSKY:

- Assistance in case of accident
- Death Benefit
- Assistance for funeral expenses
- Medical Assistance
- Marriage Assistance
- Maternity Benefit
- Educational Assistance
- Assistance of purchase of working tools
- Assistance for purchase of bi-cycle
- Assistance for purchase of Safety Equipment
- Housing Assistant under NirmanaShramikPakkaGharYojana
- NirmanShramik Pension Yojna(NSPY)
- Rental Housing Complex(RHC)
- Financial Assistance for skill up gradation
- Skill development of Construction worker

Need for Convergence

It is known fact that convergence brings synergy among different Government programmes and schemes in terms of their budgeting, planning, process, man-power deployment and

implementation, and thus facilitates optimum utilisation of available resources in achieving goals.

Schemes providing individual security benefits like pension under NirmanShramik Pension Yojana (NSPY), housing assistance under NirmanShramikPuccaGharYojana (NSPGY), and Community benefit like Rental Housing Complex (RHC) are being implemented in convergence with different Government departments as identical schemes are being implemented by the concerned departments which results in smooth and effective implementation.

Rationale for Setting-up of a PMU under OB&OCWW Board

Since its inception in the year 2008, the OB&OCWW Board has collected welfare cess amounting to over RS.1404 Crores and till date has spent more than Rs. 798 Crores on various welfare measures covering 11.52 Lakhs registered construction workers out of total 22.34 Lakhs registered workers under the Board.

Registration of BOC workers and disbursement of different benefits along with collection of welfare cess, being a continuous process will increase every year. The work relating to all the above mentioned activities will increase manifold in the coming years. To design, monitor, evaluate, ensuring smooth & effective implementation of various Schemes and to ensure convergence with the Govt. departments, professionals for technical and managerial support is required to achieve the goal set by the Board.

1.2. Instructions to the Bidders

1.2.1 Introduction

- OB&OCWW BOARD issues this RFP to select a bidder for such period as may be specified in the Data Sheet. The name and identification number of this Competitive Bidding procurement are as specified in the Data Sheet.
- These instructions should be read in conjunction with information specific to the consulting services contained in the Notice inviting tender, Data Sheet and accompanying documents.
- The Bidder is to submit Technical and Financial Proposal and selection shall be based on methodology specified in the Data Sheet.
- The Bidder shall submit only one Proposal in its own name.
- The Bidder shall bear all costs associated with the preparation and submission of its proposal and contract negotiation.

- The Client is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to award of the contract without thereby incurring any liability to the bidder.

1.2.2 Data Sheet

Sl. No.	Item	Details
1.	Project Name	Selection of consultancy Agency for setting up a PMU to support, monitor and manage different activities of OB&OCWW BOARD and provide technical assistance and programme management support to OB&OCWW BOARD
2.	Nodal Officer (for any clarifications)	MEMBER SECRETARY, OB&OCWW BOARD, Office of the Labour Commissioner, Odisha, Unit-3, Kharavel Nagar, Bhubaneswar. e-Mail:obocwwboard@yahoo.comPhone:0674-2390079/13/28
3.	Publication of Tender	13.06. 2018
4.	Documents Download Start Date (Online)	13.06. 2018
5.	Last date for submission of queries	22.06. 2018 at 4PM Address for submission of queries: MEMBER SECRETARY, OB&OCWW BOARD, Office of the Labour Commissioner, Odisha, Unit-3, Kharavel Nagar, Bhubaneswar. <u>Note:</u> 1. All queries need to be submitted to the above mentioned address clearly super scribing the following on the envelope: "Queries for the project titled: 'Selection of consultant for setting up a PMU to support, monitor and manage different activities of OB&OCWW BOARDand provide technical assistance and programme management support to OB&OCWW BOARD'" 2. All queries need to be submitted in writing or print (hard copy) along with soft copy. The email address for submission of queries is: obocwwboard@yahoo.com No queries submitted after 22 nd June, 2018-4 PM would be discussed/ answered/ entertained.
6.	Pre-bid meeting	26.06. 2018 Venue: OB&OCWW BOARD, Office of the Labour Commissioner, Odisha, Unit-3, Kharavel Nagar, Bhubaneswar.
7.	Publication of Corrigendum (if any) on website	30.06. 2018
8.	Date of submission of hard copy of Technical& Financial Bid, Earnest Money	10.07.2018 by 4 PM

Sl. No.	Item	Details
	Deposit (EMD) and Proposal Fee	
9.	Earnest Money Deposit (EMD), Proposal Fee and Bid submission address	OB&OCWW BOARD, Office of the Labour Commissioner, Odisha, Unit-3, Kharavel Nagar, Bhubaneswar.
10.	Earnest Money Deposit (EMD) – refundable	INR 5, 00,000/- (Rupees Five Lakhs only) by Bank Guarantee from a nationalized/scheduled bank and payable in Bhubaneswar along with minimum validity of 90 days from date of submission of the bids. Payable in the name of <i>Odisha Building & Other Construction Workers Welfare Board, Bhubaneswar.</i>
11.	Proposal Fee (non-refundable)	INR 10,000/- (Rupees Ten Thousand only) by Demand Draft from a nationalized/scheduled bank and payable in Bhubaneswar. Payable in the name of <i>Odisha Building & Other Construction Workers Welfare Board, Bhubaneswar.</i>
12.	Opening of bids	11.07.2018 by 11.30 AM at OB&OCWW BOARD, Office of the Labour Commissioner, Odisha, Unit-3, Kharavel Nagar, Bhubaneswar.
13.	Contract Performance Guarantee	<ul style="list-style-type: none"> Contract Performance Guarantee (CPG) @ 10% of the quoted price will have to be submitted in the form of bank guarantee by the selected bidder. The CPG must be submitted by the selected bidder within 15 working days of issuance of the Letter of Intent. CPG is refundable without interest after 90 days from the end of the successful completion of the full project duration, if not invoked. The CPG will be valid till 90 days of the end of the successful completion of the project period.
14.	Bidding Model	Single/ Sole Bidder only allowed to participate (Consortium, Joint Venture, SPV are not allowed)
15.	Validity of the Proposal	Proposals must remain valid for 180 calendar days after the proposal submission deadline

1.3. Pre-qualification Criteria

Before opening and evaluation of the technical proposals, bidder's eligibility would be evaluated to assess their compliance to the following pre-qualification criteria. Bidders failing to meet these criteria or not submitting requisite proof for supporting pre-qualification criteria are liable to be rejected at the preliminary level.

No.	Category	Criteria	Document required
1.	Organization Information	The Bidder should be an organization incorporated in India and operating for at least last five complete Financial Years (2012-2013, 2013-2014, 2014-2015, 2015-2016 and 2016-2017)	Certificate of Incorporation dated on or before 1 st April, 2011
2.	Earnest Money Deposit (EMD)	INR 5, 00,000/- (Rupees Five Lakhs only) by Bank Guarantee (BG) from a nationalized/scheduled bank and payable in Bhubaneswar along with minimum validity of 90 days from date of submission of the bids. Payable in the name of <i>Odisha Building & Other Construction Workers Welfare Board, Bhubaneswar.</i>	The original BG must be furnished
3.	Proposal Fee	INR 10,000/- (Rupees Ten Thousand only) by Demand Draft from a nationalized/scheduled bank and payable in Bhubaneswar. Payable in the name of Odisha Building & Other Construction Workers Welfare Board, Bhubaneswar.	The original DD must be furnished
4.	Technical Capability	<p>The bidder should have provided consultancy services in Government domain as part of <u>at least 5 projects in the past three Financial Years (2015-16, 2016-17 and 2017-18) where order value of each project shall be Rs. 100 Lakh or above.</u></p> <p>The bidder should have worked with any office of Government of Odisha in any consultancy project for minimum 1 year and order value should be more than 50 Lakhs in past three Financial Years (2015-16, 2016-17 & 2017-18)</p>	Citation of the project and Copy of Agreement/ Work Order/Completion Certificate issued by the client showcasing the nature of work performed and value
5.	Manpower Strength	The bidder should have minimum 200 consulting professionals on its payroll.	Undertaking from the Signing Authority/ HR Head to this effect
6.	Annual Turnover	The bidder shall have minimum INR 20 Crores Annual Turnover from consulting services from business operations in India for each of the last 3 Financial Years.	<p>Copies of Balance Sheets and Profit & Loss Statements endorsed by the Statutory Auditor of the bidder for the 3 Financial Years as mentioned.</p> <p>A Certificate from the Statutory Auditor mentioning</p>

No.	Category	Criteria	Document required
			Annual Turnover from consulting services from business operations in India for each of the last 3 Financial Years.
7.	Quality Certification of the bidding entity	The bidder must have 1. a valid ISO 9001:2008 certificate 2. a valid ISO 27001:2013 certificate	Copy of the certificates as mentioned
8.	Non-Blacklisting	The bidding company should not have been blacklisted by any Government Department, Ministry or Agency for breach of ethical conduct or fraudulent practices in any of the last 5 years.	A self-declaration by the authorized person of the bidding company in their letter head with seal and sign
9.	Mandatory Documents	Valid Scanned Copies of the following documents	PAN Card, GST registration certificate.
10.	Consortium and subcontracting of work	Consortium/Joint ventures are not allowed and subcontracting of the work streams are not allowed.	

2. **Scope of Work**

The Scope of Work (SoW) for PMU's mentioned as below. This is indicative and PMU may have to perform the tasks beyond the SoW as assigned by OB&OCWW BOARD from time to time basis on mutual acceptance.

2.1. **Program Management**

- General project/program management of existing schemes and programs of the Board
- Identification of project risks and mitigation strategy
- Identification of implementation issues and assistance in resolution of the same
- Coordination between different stakeholders and agencies
- Status / progress reports
- Assistance in implementation of a dashboard for showcasing target vs achievement of various schemes and its coverage
- Preparing implementation guidelines as and when required during the contract tenure for various schemes of the Board
- Assisting in organising campaigns, drives for the Board to achieve the objective

2.2. **Capacity Building & Training**

- Preparation of training modules of different in-house and field training programmes relating to maintenance of files and registers, disposal of official correspondence,

methods of collecting information at the grass root level and onward transmission of the same in the prescribed format to the OB&OCWW BOARD, coordination with the block level and district level officials to ensure effective implementation of schemes like NSPGY, NSPY etc., proper maintenance of accounts as per OFGR etc.

- Facilitate in preparing reading and other materials for the above mentioned training programmes.
- Coordination with districts for rolling out district, regional and zonal level training programmes.
- Preparation and update data base on in-house and field training programmes.
- Preparation of the periodic reports in the prescribed format suggested by the OB&OCWW BOARD.
- Assist in preparation of annual action plan of OB&OCWW BOARD.

2.3. IEC Activities, Documentation and Assisting in Event Management

- Preparation of IEC strategy and guiding districts to implement IEC plan of OB&OCWW BOARD.
- Facilitation in timely translation of all the training/other modules and training/other materials of OB&OCWW BOARD in Odia language.
- Compilation of all the materials in the form of a compendium containing the objective, methodology and broad outline of subjects in Odia and English language.
- Visit all the districts and document the good practices and dissemination of the same in social, electronics and print media with prior approval of the Labour Commissioner-Member Secretary of the OB&OCWW BOARD.
- Assist in editing Odia/English quarterly Newsletter besides helping in preparation of booklets, brochures, banners, posters, hoardings, wall paintings and other IEC materials as and when required by the OB&OCWW BOARD.
- Planning for enrolment campaigns and assist in distribution of welfare benefits
- Coordination with district/block level officials and representatives to successfully organise the campaigns
- Assist in meetings, conferences and event management.

2.4. E-Governance/IT/MIS

- To assist the e-Governance system
- Assist on preparation of data base regarding Registration, Benefit distribution, Cess collection, Implementation of various schemes etc. on the basis of the reports collected from the districts as well as from other departments implanting various schemes of OB&OCWW BOARD.
- Reconciliation/Rectification in case of discrepancies is found in the information received from different sources.
- Periodic updating of information received/collected from the districts as well as from the different departments of the Government.
- Preparation RFPs/short tender quotation for service procurement for application development, maintenance, and infrastructure set up.
- Analysis of various schemes through data driven approach and helping the Member-secretary as part of decision support system.

- Analysis of present system and proposing To-Be or good practises from the industry in terms of IT/ICT.
- Managing existing portals already implemented by the Board by ensuring and preparing process for information updation and analysing the same
- Input for Social Media strategy for effective outreach to beneficiary
- Analysis of the information available in manual mode and systems to identify the gap and suggesting road map for achieving the objective of enrolling all eligible beneficiaries

2.5. **Financial Management & Maintenance of Accounts**

- Assist, guide and support the OB&OCWW BOARD in the proper maintenance of accounts.
- Coordination with the state AG and other agencies for resolving issues relating accounts.
- Analysis of fund received from different sources and expenditure incurred under OB&OCWW BOARD.
- Suggest system improvement for accounting purpose, accounts reconciliation etc.
- Revenue and expenditure forecast based on the data available with the board.
- Devising new and innovative way of strengthening existing schemes for effective reach out to beneficiaries.

2.6. **HR & Administration**

- Assist in routine office activities such as file maintenance, disposal of official correspondence matters are managed smoothly.
- Suggest effective HR system and process for smooth operation of the board.
- Suggest effective grievance redressal system and analysis of the same by using IT/ICT

2.7. **Coordination with different departments of the Government**

- Co-ordination with different departments of the Government implementing various schemes floated by the board.
- Review of the performance of different schemes being implemented by different departments of the Government.
- Bridge the gap between the field officials and the implementing departments, if any by clarifying the doubts in consultation with the OB&OCWW BOARD and concerned departments.
- Submission of periodic reports regarding the progress of the schemes implemented by other departments.

2.8. **Analysis/Monitoring of Assessment and Cess Collection/Impact Assessment**

- Collection and analysis of cess collection from various sources i.e. Government, Central & State PSUs, Private Institutions and individuals.
- Analysis of assessment by accessing authorities and suggestion for effective and timely assessment.

- Help in optimum Cess collection adopting different mechanism and through coordination with different departments, Urban Local Bodies (ULBs), Private Builders and Contractors.
- Help in sorting out the problems relating to Cess collection through seeking advice, suggestions from the board authorities as and when necessary.
- Submission of periodic reports with suggestions of augmenting Cess collection.
- Study the impact of various schemes being undertaken by the board from time to time and submit the impact assessment report

3. Terms & Conditions

3.1 Accountability

- It is OB&OCWW BOARD's responsibility to ensure that the consultant has access to requisite documentation owned by OB&OCWW BOARD from the immediate beginning of the work and for the duration of the work.
- It is the consultant's responsibility to ensure that all objectives proposed and all deliverables proposed are achieved and disclosed prior to the agreed end-date of the project.
- It is the consultant's responsibility to ensure any information it possesses relating to OB&OCWW BOARD that is not available in the public domain be treated with the utmost confidentiality and discretion.
- Where the consultant feels the need to disclose confidential information to a third party, it is their responsibility to ensure that it does so with the explicit permission of OB&OCWW BOARD.

3.2 Earnest Money Deposit

- An earnest money deposit (EMD) as mentioned in the data sheer in the form of Demand Draft/Bank Guarantee in favour of "Member Secretary, OB&OCWW BOARD" payable at Bhubaneswar shall have to be submitted by the bidders' along with the bid. The EMD shall be furnished in Indian National Rupees (INR) and should be valid for a period of minimum 90 days from the submission date of the bid.
- Any bid not secured in accordance with above mentioned clause, shall be rejected by the Purchaser as being non-responsive, without any further correspondence. Unsuccessful bidders' EMD will be discharged / returned after end of the overall bid process.
- Earnest Money Deposit furnished by selected Bidder shall be refunded after signing of contract and submission of Contract Performance Guarantee. The EMD can be forfeited if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form or during the bid process, if a Bidder indulges in any such deliberate act that would jeopardize or unnecessarily delay the process of bid evaluation and finalization, or if any information is found wrong / manipulated / hidden in the bid.
- The decision of the Purchaser regarding forfeiture of the EMD shall be final & shall not be called upon question under any circumstances. No interest will be paid on the EMD.

3.3 Contract Performance Guarantee (CPG)

- The successful bidder shall at his own expense deposit the CPG with the OB&OCWW BOARD, within fifteen (15) working days of the date of notice of award of the contract or prior to signing of the contract whichever is earlier in the form of DD/BG on any Nationalised/Scheduled bank pledged in favour of “Member Secretary, OB&OCWW BOARD”, payable at Bhubaneswar.
- This CPG will be for an amount equivalent to 10% of contract value. All incidental charges whatsoever such as premium; commission etc. with respect to the CPG shall be borne by the bidder. If the accepted Bidder fails to furnish the CPG within the above said period, the EMD submitted by the vendor will be forfeited to OB&OCWW BOARD and his tender will be held void.
- The CPG furnished by the Bidder in respect of his tender will be returned to the bidder at the end of the contract period.
- If the Bidder failed to act up on to the tender conditions or backs out when his tender is accepted, his CPG mentioned above will also be forfeited to OB&OCWW BOARD.

3.4 Corrupt and Prohibited Practices

It is OB&OCWW BOARD’s requirement that the bidders observe the highest standard of ethics during the Selection Process and execution of such contract. In pursuance of this policy, OB&OCWW BOARD:

- a) defines, for the purposes of this provision, the terms set forth below as follows:
1. “Corrupt practice” means the offering, giving, receiving, or soliciting anything of value to influence the action of officials in the Selection Process or in contract execution; and
 2. “Fraudulent practice” means a misrepresentation of facts in order to influence the selection process or the execution of a contract in a way which is detrimental to OB&OCWW BOARD, and includes collusive practices among bidders (prior to or after submission of proposals) designed to establish prices at artificial, non-competitive levels and to deprive OB&OCWW BOARD of the benefits of free and open competition.
 3. “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;
 4. “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Client 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
 5. “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.
- b) will reject the Proposal for award if it determines that the bidder has engaged in corrupt or fraudulent activities in competing for the contract in question;

- c) will declare a bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the bidder has engaged in corrupt or fraudulent practices in competing for and in executing the contract.

3.5 Dispute Resolution and Arbitration

If any dispute or difference of any kind whatsoever arises between the parties in connection with or arising out of or relating to or under this RFP, the parties shall promptly and in good faith negotiate with a view to its amicable resolution and settlement. In the event no amicable resolution or settlement is reached within a period of thirty (30) days from the date on which the above-mentioned dispute or difference arose, such dispute or difference shall be finally settled by arbitration. The arbitral tribunal shall consist of a sole arbitrator appointed by mutual agreement of the parties. In case of failure of the parties to mutually agree on the name of a sole arbitrator, the arbitral tribunal shall consist of three arbitrators. Each party shall appoint one arbitrator and the two arbitrators so appointed shall jointly appoint the third arbitrator. The seat of arbitration shall be Bhubaneswar – India and the arbitration shall be conducted in the English language. The Arbitration and Conciliation Act, 1996 shall govern the arbitral proceedings. The award rendered by the arbitral tribunal shall be final and binding on the parties.

3.6 Termination

- a) The failure on the part of the successful bidder to perform any of its obligations or comply with any of the terms of this RFP shall constitute an Event of Default on the part of the successful bidder. The events of default as mentioned above may include, inter-alia, the following:
1. the successful bidder has failed to perform any instructions or directives issued by the OB&OCWW BOARD which it deems proper and necessary to execute the scope of work under the RFP, or
 2. the successful bidder has failed to remedy a failure to perform its obligations in accordance with the specifications issued by OB&OCWW BOARD, despite being served with a default notice which laid down the specific deviance on the part of the successful bidder to comply with any stipulations or standards as laid down by OB&OCWW BOARD; or
 3. the successful bidder has failed to conform with any of the specifications as set out in the RFP or has failed to adhere to any amended direction, modification or clarification as issued by OB&OCWW BOARD and which OB&OCWW BOARD deems proper and necessary for the execution of the scope of work under this RFP;
 4. There is a proceeding for bankruptcy, insolvency, winding up or there is an appointment of receiver, liquidator, assignee, or similar official against or in relation to the successful bidder;
 5. The successful bidder or its team has failed to comply with or is in breach or contravention of any applicable laws;

6. The successful bidder has failed to comply with any terms and conditions of this RFP;
- b) In the event of any default by the successful bidder as stated above, OB&OCWW BOARD will issue a Notice to the bidder in writing setting out specific defaults / deviances / omissions. The successful bidder will need to remedy the default/ deviances / omissions committed within thirty (30) days of the receipt of the notice to the satisfaction of OB&OCWW BOARD. In case, the successful bidder fails to remedy the default to the satisfaction of OB&OCWW BOARD, OB&OCWW BOARD will be entitled to terminate the Agreement in full or in part.
- c) Upon termination of the Agreement, the OB&OCWW BOARD also has the right to debar the Agency from participating in future works.
- d) On Termination, the CPG will be forfeited and encased by OB&OCWW BOARD.

3.7 Force Majeure

Neither OB&OCWW BOARD nor the bidder will be in breach of the agreement if any total or partial failure by it of its duties and obligations is occasioned by any act of God, fire, floods, terrorist attacks, riots, political strikes or disturbance, stoppage of work due to governmental order/alert. If such reasons continue to prevent performance of either party's duties or obligations for a period of more than five (5) working days, the parties shall consult together for the purpose of agreeing what action should be taken.

3.8 Patents, Copyright & Intellectual Property Rights

Intellectual Property Rights for any software developed for this project shall lie with OB&OCWW BOARD. If a third party claims that a product/services delivered by the selected consultant to OB&OCWW BOARD infringes that party's patent or copyright, the selected consultant shall defend OB&OCWW BOARD against that claim at his expense and pay all costs, damages, and attorney's fees that a court finally awards or that are included in a settlement approved by contractor, provided that OB&OCWW BOARD

1. promptly notifies the selected consultant in writing of the claim and
2. allows the selected consultant to control, and cooperates with him in the defense and any related settlement negotiations

3.9 Limitation of the Liability

Limitation of liability for this engagement will be capped at 100% of the fees paid to consultant.

3.10 Project Location, facilities, Duration& Resources

- The resources asked in this RFP are to be deployed fulltime as per the working calendar of OB&OCWW Board in its Bhubaneswar office.
- However, as per requirement these resources may travel to districts for better management and coordination work and the expenses for the same in Travel,

Lodging Boarding for travel out of Bhubaneswar shall be reimbursed by OB&OCWW Board as per actual on submission of bills with supporting.

- Seating place along with stationeries and facilities like printer, table, chair, internet, papers, cartridges shall be provided by OB&OCWW Board
- Project duration will be initially for 12 months and the same may be extended for another 2 years and then for 1 year at a time on mutually agreed terms including revision of cost and team size.
- Additional resources may be required to be deployed at each district office for assisting the District Collector and other related officials for effective management and coordination of Board's objective. There are 32 labour districts in the state and these additional resources if required, will be deployed full time in district offices. The man-month rate derived for the resources through this tender will be used and referred for taking the services of district resources which shall match to the respective position criteria and requirement there on. Bidder shall match the minimum education and experience criteria as mentioned in this RFP while proposing resources for district offices.
- A non-billable project director should be proposed by the selected bidder during the contract signing phase who shall be available for critical meetings and review of the project.

3.11 Payment Terms

Sl. No.	Milestone / Deliverable	Payment
1.	Submission of Monthly Progress/Status Report along with attendance of deployed resources	Discovered monthly quoted value for all the deployed resources
2.	Reimbursable Expense (Travel, Lodging Boarding for travel out of Bhubaneswar for project related work) - as per actual supported by bills	As per actual for each Month and rates finalised during signing of agreement on mutual consent.

Note:

1. Leave for each position during a year is fixed at 15 and can be availed on a pro-rata basis.
2. In case of absence of any billable resource during a month (other than the above allowed leave), the pro-rata amount for particular position shall not billed or deducted by the OB&OCWW Board and per-day billing amount shall be derived by factoring the available working days (as per the calendar of OB&OCWW Board) of the particular month with the quoted monthly amount for the position.
3. TDS as applicable will be deducted by OB&OCWW Board.

3.12 Bid Submission, Opening of Bids and Award of Contract:

Bidders bidding for this RFP shall submit a Technical Bid and a Financial bid in two separate envelopes and these should then be put in one single envelope with the following clearly written across- **“Selection of consultancy Agency for setting up a PMU to support, monitor and manage different activities of OB&OCWW BOARD and provide technical assistance and programme management support to OB&OCWW BOARD”**

The Technical bid envelope should have the following written- **“Technical Bid”** which should be clearly labelled on the top of the sealed envelope. The Technical bid should contain among other, the following:

- a) Covering Letter (Annexure III) on bidder’s letterhead.
- b) Technical Bid Form (Annexure-I) containing details of the bidder/Consultant
- c) Documents as proof against Pre-qualification Criteria
- d) Documents as proof against Technical Evaluation Criteria
- e) Power of Attorney or Board Resolution for authorised signatory
- f) Project proposal clearly indicating how the bidder would achieve the deliverables as mentioned in Scope of Work of this Tender
- g) Earnest money deposit in the form of a Demand Draft/BG
- h) Tender document fee in the form of Demand Draft
- i) The name and qualification of the Project Manager and each of the resources that would be engaged in the project, clearly indicating his/her experience and domain knowledge.

A separate envelope containing the Commercial Bid should be submitted with the following clearly written on the envelope- **“Financial Bid”**. The Commercial quote should not be mentioned anywhere else in the bid document.

The Tender should be signed on all the pages by the Bidder’s authorised signatory and should be affixed with the bidder's Seal.

The representative participating in the bid opening process should carry a letter of authorisation on the company letter head.

3.13 Selection Procedure

Combined Quality and cost Based Selection (CQCBS) method will be followed during the overall selection process.

Only the bidders fulfilling the Pre-qualification Criteria are allowed to further participate in this tender. The envelopes marked “Technical Bid” shall be opened first. The envelopes marked “Financial Bid” shall be kept sealed for opening as per date mentioned in Data Sheet.

Evaluation of Technical Bid:

Weighted Technical mark (M_T) will be given on the basis of the evaluation of the Technical Bid and based on the presentation delivered by the eligible bidder as per the Evaluation Criteria mentioned in the RFP. The presentation will be held on as per date mentioned in Data Sheet.

An actual technical mark below 70 shall disqualify the bid as technically non-responsive. Financial bid of only technically responsive bidders shall be opened.

$$\text{Weighted Technical Mark } (M_T) = \frac{\text{Bidder's actual Technical Score}}{\text{Highest Technical Score}} \times 100$$

Evaluation of Financial Bid:

For financial evaluation, the total cost indicated in the Financial Bid excluding all Taxes will be considered.

The Lowest financial bid will be allotted a financial mark of 100 marks. The financial marks of other Bidder(s) will be computed by measuring the respective financial bids against the lowest financial bid.

$$\text{Weighted Financial Mark } (M_F) = \frac{\text{Lowest Financial Bid Amount}}{\text{Bidder's Actual Financial Bid Amount}} \times 100$$

Combined and Final Evaluation:

The composite mark is a weighted average of the Technical and Financial Marks. The ratio of Technical and Financial mark is **80:20** respectively. The Composite Mark will be derived using the following formula:

$$\text{Composite Mark} = (M_T \times 0.8 + M_F \times 0.2)$$

Thus, the composite mark shall be out of a maximum of 100 marks. The responsive Bidder(s) will be ranked in descending order according to the composite marks, which is calculated based on the above formula. The highest-ranking Bidder as per the composite mark will be selected in this tender.

3.14 Technical Evaluation Criteria

The eligible bidders shall be evaluated based on the following criteria and technical mark shall be awarded to the bidders:

S. No	Technical Evaluation Parameter	Evaluation Criteria	Maximum Marks
1.	The bidder shall have minimum INR 20 Crores Annual Turnover from consulting services from business operations in India for each of the last 3 Financial	>20 & ≤ 50 crores per each year during the last 3 financial years - 5 Marks >50 & ≤ 100 crores per each year during the last 3 financial years -	10

S. No	Technical Evaluation Parameter	Evaluation Criteria	Maximum Marks
	Years.- (A Certificate from the Statutory Auditor mentioning Annual Turnover from consulting services from business operations in India for each of the last 3 Financial Years, 2014-15, 2015-16, 2016-17 or 2015-16,2016-17,2017-18.)	7Marks > 100 crores per each year during the last 3 financial years – 10 Marks	
2.	Experience of Government Consultancy assignments (which should include project/program management or Government Advisory or policy/scheme management) with minimum 5 projects in India – Work order date/agreement date on or after 1 st April 2012 with minimum value of 1 Crore – Project citation along with Client supporting document (Work order/Agreement) copy to be submitted	5 Projects - 5 Marks >5 and < 10Projects - 10 Marks ≥10 or more Projects - 15 Marks	15
3.	Experience of Government IT/ICT Consultancy projects in the state of Odisha and Work order date/agreement date on or after 1 st April 2015 Project citation along with Client supporting document (Work order/Agreement/Client Certificate copy to be submitted	1 Projects - 5 Marks 2 Projects - 7 Marks 3 or more Projects - 10 Marks	10
4.	At least 500 consulting/advisory professionals on the payroll of the bidding firm	500 - 1000 resources - 5 Marks 1001 - 2000 resources - 7 Marks 2001 or more Resources – 10 Marks	10
5.	Experience of government consultancy projects covering various aspect of scope for Capacity Building; Process re-engineering, Project/Program Management, Impact Assessment	1 to 2 Projects - 1 Mark 3 to 4 Projects - 3 Marks 5 projects – 5 Marks	5

S. No	Technical Evaluation Parameter	Evaluation Criteria	Maximum Marks
	<p>in India in last 5 years. (Maximum 5 projects to be considered with these components in each project). If all the components are not covered in each scope then a pro-rata marking will be done as per the decision of the evaluation committee.</p> <p>Project citation along with Client supporting document (Work order/Agreement/Client Certificate) copy to be submitted</p>		
6.	<p>The bidder should have an experience in studying/developing/monitoring of BOCW welfare process/schemes at central or state government level in India in last 3 years.</p> <p>Project citation along with Client supporting document (Work order/Agreement/Client Certificate) copy to be submitted</p>	1 or more Project - 5 Marks	5
7.	<p>Experience of consultancy of Social Media strategy and management for any government department in last 3 years</p>	1 or more Project - 5 Marks	5
8.	Proposed Project Team	Elaborated in next table	15
9.	<p>Presentation (Date to be communicated later) – maximum 20 minutes slot will be given to each bidder</p>	Your understanding of the Scope and Proposed Approach and Methodology and Strength.	25
Total Marks			100

3.15 Key Resource Profiles

Sl. No.	Resource Category	Position	Minimum Qualification and Experience	Requirement (In nos.)
1.	Management	Project Manager	B.E/ B.Tech with MBA and 8 years of experience (Should be a Full time employee of the bidding entity at the time of bid submission)	01
2.		Financial/Procurement Expert	MBA in Finance/CA and 8 years of experience and should have experience of at least one government consulting project	01
3.		Program management expert(management and implementation of different schemes of Board & Cess Collection)	BE/B.Tech/MBA/Master in Social Science and 7 years of experience (Should be a Full time employee of the bidding entity at the time of bid submission)	01
4.		IT Consultant / Expert	B.E/ B.Tech/ MCA and 5 years of experience (Should be a Full time employee of the bidding entity at the time of bid submission)	01
5.	Communication	Communication Expert(Inter departmental coordination, social media/project management)	MBA /Master in Social Science and 5 years of experience with proficiency in Odia language(Non evaluation profile)	01
6.	Support Team	Associate – Project management	MSW/PMIR/ or MBA(HR)/with similar specialization with 2 years of experience(Non evaluation profile)	02
7.		Associate – Finance	MFC/Mcom/B.com with special course in accounting package with 2 years of experience(Non evaluation profile)	02

Sl. No.	Resource Category	Position	Minimum Qualification and Experience	Requirement (In nos.)
8.		Associate - Programme	MSW/PMIR/ or MBA with similar specialization with 2 years of experience	01
9.		Associate - IT	MCA/ B. Tech and 02 years of experience	01
10.		Associate - communication	MSW/M.A. in mass media/M.A. in English /with similar specialization with 2 years of experience	01

* In addition to above Profile for the position of Project Director to be proposed for overseeing the progress of the project and removing the bottlenecks (if any) for smoother execution of the project. Overall minimum 10 years Project & Program Management experience along with minimum 5 years' experience in government sector is required for the said position. This will be a non-billable position and minimum deployment of 2 man days per month is mandatory for the Project Director. This profile should not be submitted in the technical proposal and the same can be proposed by the selected bidder during the contract signing.

** The CVs for the non-evaluation profiles should not be submitted as part of the technical proposal but the resources should be proposed during the contract signing phase and they should meet the minimum criteria as mentioned in the above table. Else the same may be rejected and new profiled should be proposed.

*** No project citation should be repeated for in one or multiple technical evaluation criteria.

**** **Need Based Manpower:** In addition to above manpower experts, the consultant firm shall propose the following manpower for future engagement as per the need of OB&OCWWBoard. The firm should propose the monthly remuneration for the following manpower as reserve for future engagement and necessary negotiation if any on the financial proposal.

Sl. No.	Resource Category	Position	Minimum Qualification and Experience
1	State/District level Office Management	Accounts personnel/Accountant	B.com., DCA/PGDCA with special course in accounting package with 2years of experience
2		District Level Project Manager(DLPM)	MSW /PMIR/MSc/MBA or equivalent with similar specialization with 3 years of experience.

3.16 General Terms and Conditions

The following general terms and conditions shall apply:

- a) This RFP may be cancelled without assigning any reasons, thereof, at any time.
- b) If any date mentioned in this RFP is declared as a public holiday, the schedule shall be shifted to the next working day.
- c) The undersigned reserves the right to cancel any or all of the bids without assigning any reasons thereof.
- d) The undersigned reserves the right not to award the bid to the bidder selected on the basis of the selection procedure without assigning any reason.
- e) Arithmetical errors in the Financial Bid will be rectified on the following basis:
 - 1. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and will be considered for future calculations.
 - 2. If there is a discrepancy between words and figures, the amount in words shall prevail.
 - 3. If the bidder does not accept the correction of errors, its bid will be rejected and its EMD may be forfeited.

ANNEXURE-I: Technical Bid Formats

Format 1: General Information about the Bidder

S. No.	Particulars	Details
1.	Name of the bidder	
2.	Address of the bidder	
3.	Constitution of the bidder	
4.	Name & designation of the contact person	
5.	Telephone No.	
6.	Email of the contact person	
7.	Fax No.	
8.	Website	
9.	Certificate of Incorporation	
10.	No. of years in consulting business	
11.	No. of employees/Consultants having experience in consulting	
12.	Technical Certifications obtained	
13.	Income Tax Registration/ PAN Card No.	
14.	Goods & Service Tax Registration No.	

Format 2: Proposed Resources/Project Team:

S. No.	Name	Proposed Position	Qualification	Experience
1.				
2.				

Format 3: Curriculum Vitae of the proposed resources

1. Name of the Organization:
2. Name of Staff:
3. Date of Birth:
4. Nationality:
5. Education:
 - a. Degree:
 - b. Institution:
 - c. Year of passing:
6. Language Proficiency: (Excellent/Good/Basic)

Language	Reading	Writing	Speaking
English			
Bengali			
Hindi			

7. Employment Record:
From: To:
Employer:
Position held:
8. Project Experience:
 - a. Name:
 - b. Year:
 - c. Location:
 - d. Client:
 - e. Project features:
 - f. Position held:
 - g. Activities performed:

- a. Name:
- b. Year:
- c. Location:
- d. Client:
- e. Project features:
- f. Position held:
- g. Activities performed:

Format 4: Project Experience

Organization Name:			
Experience			
Credential 1:			
Name of the Project:		Contract Value (in INR) if applicable: Share of Contract Value:	
Sole Bidder or Consortium (Lead Bidder/ Secondary Bidder)	Sole Bidder/ In Consortium as Lead Bidder/ In Consortium as Secondary Bidder (delete the two that are not applicable)	Name of associated Consortium Member, if any:	
Country: Location within country:		Duration of the project:	
Client Name and Address:		Start Date: Completion Date:	
Project Description:			

ANNEXURE-II: Financial Bid Format

Financial Bid Format:

Sl. No.	Resource Category	No of Resource	Remuneration/Person per month (in INR)	Total value for 12 Months (in INR) (A)	Consultancy Charges (for 12 Months) for each category(B)	Grand Total(in INR)(A+B)
1.	Project Manager	01				
2.	Financial/ Procurement Expert	01				
3.	Program management expert	01				
4.	IT Consultant / Expert	01				
5.	Communication Expert	01				
6.	Associate - Project management	02				
7.	Associate-Finance	02				
8.	Associate- Programme management	01				
9.	Associate - communication	01				
10.	Associate - IT	01				

	Total in words(A)			
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Total Charges (in INR)..... (in words)

Note:

- (i) The amount quoted shall be Exclusive of taxes. Taxes as applicable will be paid by OB&OCWW Board at the prevailing rate as applicable on the date of billing.
- (ii) Applicable tax will be deducted at source from the payments made as per the law applicable in India.
- (iii) **Need Based Manpower:** In addition to above manpower experts, the consultant firm shall propose the following manpower for future engagement as per the need of OB&OCWW Board. The firm should propose the monthly remuneration for the following manpower as reserve for future engagement and necessary negotiation if any on the financial proposal.

Sl. No.	Resource Category	Position	Minimum Qualification and Experience	Remuneration/Person per month (in INR)
	State/District level Office Management	Accounts personnel/ Accountant	B.com., DCA/PGDCA with special course in accounting package with 2years of experience	
		District Level Project Manager(D LPM)	MSW /PMIR/MSc/MBA or equivalent with similar specialization with 3 years of experience.	

**The above additional resources may be added during any phase of the project. However, the above discovered man -month rate would be used for respective additional resources. These resources may be deputed at district level as well.*

Signature of authorised representative of the bidder

Name and Designation

Seal

ANNEXURE-III: Proposal Covering Letter

COVERING LETTER REQUESTING SELECTION OF CONSULTANT for setting up a Program Management Unit (PMU) to support, monitor and manage different activities of OB&OCWW BOARD and provide technical assistance and programme management support to OB&OCWW BOARD

Date:

Reference No.: RFP/.....

[Bidders are required to submit the covering letter in the attached format on their letterhead]

To

The Member Secretary,
Odisha Building and Other Construction Workers' Welfare Board (OB&OCWW BOARD)
Office of the Labour Commissioner, Odisha
Unit-3, Kharavel Nagar, Bhubaneswar.

Dear Sir,

We (Name of the bidder) hereby submit our proposal in response to notice inviting tender date and tender document no. and confirm that:

1. All information provided in this proposal and in the attachments is true and correct to the best of our knowledge and belief.
2. We shall make available any additional information if required to verify the correctness of the above statement.
3. Certified that the period of validity of bids is 180 days from the last date of submission of proposal, and
4. We are quoting for all the services mentioned in the tender.
5. We the Bidders are not under a Declaration of Ineligibility for corrupt or fraudulent practices or blacklisted by any of the Government agencies.
6. We, the undersigned, having carefully examined the referred RFP, offer to Propose for the selection as a Consulting Firm, in full conformity with the said RFP.
7. We have read all the provisions of RFP and confirm that these are acceptable to us.
8. We further declare that additional conditions, variations, deviations, if any, found in our proposal shall not be given effect to.
9. We agree to abide by this Proposal, consisting of this letter, our Technical and Commercial Proposals, and all attachments, for a period of 180 days from the date fixed for submission of Proposals as stipulated in the RFP and modifications resulting from contract negotiations, and it shall remain binding upon us and may be accepted by you at any time before the expiry of that period.
10. Until the formal final Contract is prepared and executed between us, this Proposal, together with your written acceptance of the Proposal and your notification of award, shall constitute a binding contract between us.
11. We declare that we do not have any interest in downstream business, which may ensue from the RFP prepared through this assignment.

12. We hereby declare that all the information and statements made in this proposal are true and accept that any misrepresentation or misinterpretation contained in it may lead to our disqualification.
13. We understand you are not bound to accept any proposal you receive, not to give reason for rejection of any proposal and that you will not defray any expenses incurred by us in bidding.
14. Demand Draft/BG: Draft No. _____ dated ____ drawn on _____ for Rs.....is enclosed towards EMD.
15. Demand Draft: Draft No. _____ dated __ drawn on _____ for Rs.....is enclosed towards Proposal fee.

Signature.....

In the capacity of.....

Duly authorized to sign Proposal for and on behalf of.....

Date..... Place.....