



**ODISHA BUILDING & OTHER CONSTRUCTION
WORKERS WELFARE BOARD,
BHUBANESWAR- 751001.**

**REQUEST FOR PROPOSAL (RFP)
FOR**

**Conduct of Impact Assessment Study for RPL & Skill
Development Training Programme of OB&OCWWBoard**

RFP No. 01/OBOCWWB/2018

dtd. 04-08-2018

ODISHA BUILDING & OTHER CONSTRUCTION WORKERS WELFARE BOARD

**Shrama Bhawan, Kharavela Nagar, Near Gurudwar, Bhubaneswar-751001,
Odisha**

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Terms of Reference (TOR)

Conduct of impact Assessment Study for BOCW Programme

1. Background

Construction sector is the 3rd largest employer of workforce in the country and contribution about 7.74% of the total GDP (Mar, 2017). It is expected to get a huge fillip due to the demands of urbanization and infrastructure building like road construction, power plant. Etc. To meet this demand, it is estimated that more than 50% of the population would be living in urban areas by 2050. To meet the demand, it will be critical do develop a workforce that is adequately and qualified to meet the needs of modern day construction work.

Director General of Training (DGT) and Ministry of Skill Development & Entrepreneurship (MSDE), in partnership with Building & Other Construction Workers (BOCW), conduct Bridge training along with Recognition of Prior Learning (RPL) as a solution to the skill gap in the sector. DGT monitors the programme through empanelled “Training Providers” and “Assessment Bodies” for the implementation of RPL and Bridge training for training and certification of workers through Building & Other Construction Workers (BOCW) Boards of different states.

2. Brief on BOCW Odisha

Odisha Building & Other Construction Workers (OB&OCWWB) adopted the guideline by DGT and MSDE to skill and re-skill construction workers in six trades/Job roles, Masonry, shuttering Carpentry, Bar-bending, Painting, Plumbing and Scaffolding, post assessment, construction workers who lack

technical and support skills are mentioned to join bridge course to fill gaps in the knowledge and skill level for the respective job role.

3. Purpose of Impact Assessment Study

Impact Assessment aims at assessing the effectiveness of the programme post implementation of RPL-Bridge scheme by implementation partners from the inspection of the programme in 2015 to 2017. The data collected as part of the survey should allow for the measurement of the impact of the RPL-Bridge scheme on key socio-economic partners. The study will be an independent study conducted by a third party agency to give an objective assessment of the impact and to develop case studies in each of the district.

The study will focus on the key parameters mentioned below:

- a. Knowledge and Skills
- b. Productivity and Efficiency
- c. Safety Awareness and Practice
- d. Regularity in work days
- e. Social Status
- f. Employability
- g. Social transformation

4. Scope of work:

The selected agency will be responsible for -

- a. **Preparatory Arrangements:** Agreement with OBOCWWB on the dates of the study, movement plan, logistic support, deployment of key staff and other arrangements. This will also include preparation of tools (questionnaires/forms/templates).
- b. **Recruitment and Training of Field Staff:**
Recruitment, orientation of the impact assessment team.
- c. **Sample Selection:** The agency should draw a representative sample of 5% of workers trained through OB&OCWWBoard. About 3.0 lakh workers have been trained and the current training

programme is continuing having 6,000nos. (apprx.) of workers undergoing training every month. Within this sample, following parameters should be well represented:

- a. Gender ratio
- b. Job roles for which RPL was conducted
- c. G.Ps & Blocks where the program is implemented
- d. **Field Study:** Meeting the relevant stakeholders. Following are some of the key stakeholders in the program
 - a. BOCW Officials
 - b. Site supervisors
 - c. Panchayat / Block Head
 - d. Construction supervisors
 - e. Builders/employers
 - f. Training partners
 - g. Trainers
 - h. Assessors
- e. **Data points to be captured:** Following data points for the sample defined and through stakeholders' meetings to be captured.
(Note: the list is not exhaustive, other appropriate parameters to be included)
 - a. Total no. of candidates enrolled trained and certified under the program.
 - b. Candidate profile: Gender, education qualification, age, social group, income etc.
 - c. Wastage reduction: Pre and post Program implementation and during training.
 - d. Time motion analysis: pre and post program implementation.
 - e. Income change (if any)

- f. Trade wise skill development.
- g. Other socio-economic changes. (Like social behaviour, education of yards and allied social transformations etc.)
- h. Feedback
 - i. Candidate's feedback on effectiveness of training
 - ii. Employer's feedback on improvement observed in work after training
 - iii. Employer's feedback on adherence to health and safety practices
 - iv. Supervisor's feedback on work regularity
- I. Develop appropriate questionnaires/ forms/templates for data collection with life interviews and interaction with related stakeholders/peer groups.
- j. Data Cleaning and Entry:** Data cleaning and data entry of trained workers.
- k. Prepare case studies:** Identification of champions among the candidates trained and capture their lives' transformation in the form of a case study. The agency will be responsible to work out at least 2 case studies per district. These case studies will be showcased as impact stories of the program.
- l. Data Analysis:** Analysis of data using appropriate tools and software.
- m. Preparation of Reports:** Preparation of Reports: Preparation of reports and presentation in the desired format to OB&OCWWB.

5. Duration of Engagement & Submission of Report:

The impact study is to be covered **within 3 months** from the date of agreement. The impact study should include minimum 30 days of field tour and data collection, interview of the trainee, field visit report and

analysis. The final report, result sheets along with the complete dataset (double entered) for each survey shall be submitted within the stipulated 3 months period along with suggestions and improvements.

Key deliverables:

Sl. No.	Key Activity/ Deliverable	Details	Week from date of contract
1	Inception Report/ Work plan approved by Labour commissioner	- Detailed work plan using a Gant chart for all key activities, clearly indicating responsibility and timeline, details of the core team and field teams being deployed, training and logistic arrangements made etc.	1
2	Approved Sampling Plan	- Detailed document on the methodology adopted for sampling, methodology and other details	2
3	Survey Instruments and Survey Plan	- All questionnaires and data collection instruments - Guidance note on survey implementation, implementation plan - Training modules for enumerators and supervisors - Detailed survey implementation plan including movement and field procedure plan for the survey teams	3
4	Details of core team and field teams	- Details of core team, survey/field team members, data entry/management persons recruited and trained/to be trained as per the agreed norms, along with their CVs and details of availability	3
5	Field Manuals/ Guides	- Creation of field guide for impact assessment	4
6	Report on Field Pilot Testing	Report on process and results of pilot testing of all instruments and tools and the revisions made to them	6
7	Field Work Completion update	Update on completion of field work as per the sample plan approved	12
8	Update on Database	Update on progress of data cleaning and entry along with compiled database of all the completed data.	12
9	Draft Impact assessment Report	- Draft report on study along with complete set of data in an electronic form - Presentation on key findings	14
10	Revised Report	- Revised report on impact assessment study incorporating feedback from BOCW team along with final data set in electronic and physical form - Final presentation on key findings	16

***The agency will be responsible for all study related travel including field travel and food and accommodation for the field staff throughout the contract. The consultant should also provide regular feedback about progress and status of survey, issues therein and inputs based on field assessment, as and when available.**

6. Ownership of Data and Reports:

BOCW shall be the owner of the outputs and other deliverables of the consultancy. The agency will have no right of claim to the assignment or its outputs. Any report/document/material produced as part of these assignments shall be deemed to be the property of BOCW and the agency will not have any claim over such outputs and will not use or reproduce the contents of the documents without the explicit written permission of the BOCW.

7. Requisite of an Impact Assessment Agency:

- Should have a successful record of designing and completing evolution of Nationwide/Inter-state/State-wide development projects funded by reputed funding agencies/GOI or State government or other agencies/Internationals NGOs/Corporate sector.
- Must have a substantial research infrastructure to support field bases data collection, archiving of the data ensuring highest-level of confidentiality for research subjects as well as high validity of responses.
- Must have completed at least 2 large monitoring and evaluation studies or research studies or studies of similar nature of fairly large samples during baseline survey/follow up studies, during the last 5 years.
- Must have dedicated human resources with relevant experience in field study, supervision data enumeration, project management.

INSTRUCTION TO BIDDERS

8. Sealed RFPs are invited from the institutions/organizations having valid GST, PAN number for conducting similar & related activities as per the scope of work mentioned in the RFP.

9. Key Information:

Sl.No.	Particulars	Information
1.	Date of availability of RFP Document in the website	07.08.2018 onwards
2.	Cost of bid document (including GST) (non-refundable)	Rs.2,000/-
3.	Last date and time for receipt of RFPs	20.08.2018 up to 3.30 P.M.
4.	Date and time for opening of Eligibility Criteria	21.08.2018 at 11 A.M.
5.	Venue of Pre-Bid & Bid(RFP) Opening Meeting	Conference Hall, Office of the Labour Commissioner, Shrama Bhawan, Kharavela Nagar, Near Gurudwar, Bhubaneswar-751001
6.	Address for submission of bids	OB&OCWWBOARD, Office of the Labour Commissioner, Odisha, Shrama Bhawan, Kharavela Nagar, Near Gurudwar, Bhubaneswar-751001, email- obocwwboard@yahoo.com , Phone: 0674-2390079/13/28

Note: In case the closing date for sale of bid document or/ and date for Pre-Bid Meeting or/ and last date for receipt of bids happens to be a holiday for the Office of Labour Commissioner, Odisha, Bhubaneswar for any reason, the activity will be held on the immediate next working day at the same time & place.

Sd/-
Labour Commissioner, Odisha-Cum-
Member Secretary,OB&OCWWB

10 . Cost of Bid Document:

10.1 The bidder shall submit along with the Technical Bid, the cost of Bid Document for **Rs.2, 000/- (Rupees Two Thousand)** only (non-refundable) and EMD of **Rs.1, 00,000/- (Rupees One Lakh only)** in the form of Demand Draft/ Pay Order from any Nationalized/ Scheduled Bank in India in favour of **“Odisha Building & Other Construction Workers Welfare Board”**, Odisha, payable at Bhubaneswar.

10.2 Any bid not accompanied by cost of Bid Document and EMD shall be rejected by the Purchaser as non-responsive.

11. Bids must be received by the Purchaser at the address and no later than the date and time specified in the bid document i.e. **20.08.2018 up to 3.30 P.M.** In the event of the specified date for the submission of Bids being declared a holiday for the Purchaser, the Bids will be received up to the appointed time on the next working day.

4.1 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

12. Late Bids:

The Purchaser shall not consider any bid that arrives after the deadline for submission of bids i.e. **3.30 P.M. of 20.08.2018**. Any bid received by the Purchaser after the deadline for submission of bids shall be declared late, rejected and returned unopened to the Bidder.

13. Withdrawal, Substitution, and Modification of Bids:

13.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:

- (a) submitted in accordance with the respective clauses of this bid document and in addition, the respective envelopes shall be clearly marked "Withdrawal," "Substitution," or "Modification;" and

13.2 Received by the Purchaser prior to the deadline prescribed for submission of bids i.e. **3.30 P.M. of 20.08.2018**.

13.3 Bids requested to be withdrawn shall be returned unopened to the Bidders.

13.4 No bid may be withdrawn, substituted or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder in the bid submitted or any extension thereof.

14. Eligibility Criteria:

The Agency

- i) Should have **annual average turnover** of minimum **Rs. 5.0 Crores** in the last three financial years [Turnover statement as per the **required format** certified by the chartered accountant

supported with the annual **audited financial statement** (P&L account) certified by the chartered accountant has to be furnished for the financial years: 2014-15, 2015-16 and 2016-17 or 2015-16, 2016-17, 2017-18; no provisional financial statement shall be considered.]

- ii) Should have valid GST number.
- iii) Should have valid PAN number.
- iv) Should have worked in minimum 5 **Govt. Organizations / PSUs / Pvt. Sectors** during the last three years for similar type of assignments as per this RFP (Copies of such work orders to be furnished)

** The attested copies of the documentary proof towards aforementioned documents shall be attached serially with page number.*

* The institution/ organisation office must be **properly equipped** with staff and efficient professionals like Subject expert, IT expert, Statistical analyst, etc. (subject to verification by the OB&OCWWBoard)

15. The RFPs should reach the office of the Odisha Building & Other Construction Workers Welfare Board Bhubaneswar by on or before **20.08.2018. at 3.30 P.M.**

16. Submission and Signing of Bid:

The bid shall be signed by a person duly authorized to sign on behalf of the Bidder. The authorization shall be indicated by written Power of Attorney accompanying the bid. There should be separate envelopes for submission of Technical (Format-A, B,C,D,E) and Financial Bids (Format-F).

Check List

17. Check list of enclosures:

- a) Cost of RFP paper.
- 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) Name of the contact person with mobile, email address and postal address.
- g) Technical & Financial Bid in proper Format in separate envelopes.

18. Period of Validity of Bids:

18.1 Bids shall remain valid for a period of **180 days** after the last date of submission of bid prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.

18.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. No Bidder shall be required or permitted to modify its bid.

19. Format and Signing of Bid:

19.1 The bid shall be signed by a person duly authorized to sign on behalf of the Bidder. The authorization shall be indicated by written Power of Attorney accompanying the bid.

19.2 Any interlineations, erasures or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

20. Procedure for Selection.

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

- **Step I: Initial** screening shall be made based on the agency's compliance to eligibility criteria and acceptance of scope of work.

▪ **Step II:**

RFP proposal of the institutions/organizations meeting the eligibility criteria only shall be technically evaluated and marking shall be awarded based on the following parameters / criteria:

Sl No.	Technical Evaluation Parameter	Total Mark	Criteria for award for Mark
A.	<p>Experience: a).No. of Govt. / PSUs / Banks/Pvt. sectors for which different type of assessment study has been conducted during the last three years. (Work order / Contract copies of assessment study must be furnished on the basis of which marking shall be awarded) *Note: Renewal shall be taken as one work order / contract only. (Details to be furnished in Format C)</p>	30	> 5 nos ≤ 10 nos : 10 marks > 10 nos ≤ 15 nos : 20 marks > 15 nos : 30 marks
B	<p>Experience in Labor related Research and studies (documentary evidence towards experience shall be produced) Format E</p>	20	1-3 yrs :10 marks 3-5 yrs :15 marks More than 5 yrs :20 marks
C	<p>No. of professional and staff (Direct employment) (Details to be furnished in Format D)</p>	20	
D	<p>Presentation (ppt) of Credentials and achievements of the Institution/organization Before the committee. (15 min.)</p>	30	
	Total	100	

- Bidders who meet the eligibility criteria are only invited to give Presentation (ppt.) of credentials and achievements.

21. Evaluation Procedure:

The bids shall be evaluated based on Quality and Cost based evaluation (QCBS) having weightage of 80:20 (Technical: Financial).

A. Technical Evaluation methodology:

Sl No.	Clause:
1	Each Technical Bid will be assigned a technical score out of a maximum of 100 points.
2	The bid with the highest Technical score (T1) will be assigned 100%.
3	Technical Scores for other bids will be normalized using the following formula: Normalized Technical Score of a Bid(Tn) = {(Technical Score of the Bid/Highest Technical Score (T1)) × 100}% (adjusted to 2 decimals)

B. Financial Evaluation:

Sl No.	Clause
1	The bid with the lowest bid price (L1) will be assigned 100%.
3	Financial Scores for other bids will be normalized using the following formula: {(Financial Bid price of L1/Financial bid price of the Bid) × 100} % (adjusted to 2 decimals)

FINAL EVALUATION:

- i. In determination of the Best Value Bid, weightage of 80 and 20 shall be applied respectively to the normalized technical and financial scores of each bid that was included in the commercial evaluation process.

A composite score shall be calculated for technically qualified bids only.

The weight age for the composite evaluation is as described below:

- a. Technical – 80%
- b. Financial – 20%

In other words, the bid would be awarded in favour of most competitive bidder by adopting the 80:20 weightages to technical and financial scores respectively after duly normalizing the technical & financial scores. The overall composite score will be calculated as follows:

$$B_n = 0.80 * T_n + 0.20 * F_n$$

Where

B_n = overall composite score of the bidder

T_n = normalized technical score of the bidder

F_n = Normalized financial score of the bidder

The Bidder with the highest final composite score will be selected. In case of a tie in the final composite score the bidder with the higher Technical Score will be taken into consideration.

22. Award Criteria

OB&OCWW Board will award the work assignment to the successful bidder whose proposal has been determined to be substantially responsive and has highest final composite score.

23. Submission of RFP

The RFPs has to be submitted in the prescribed formats (Formats A, B, C, D,E,F) along with the relevant documents as asked to be furnished in the relevant formats. The formats duly filled in along with the documents signed by the authorized signatory shall be put in a envelope and the sealed envelope should be superscribed as “RFP for Empanelment of Agency under OB&OCWWB”. The RFPs must reach the office of the OB&OCWWBoard, Bhubaneswar, Odisha in the address mentioned below **on or before 20.08.2018, 3.30 PM only through registered post/Speed post/courier service.** No RFP shall be received by hand in the Office. The RFPs should be addressed to:

Office of the Odisha Building & Other Construction Workers Welfare Board, O/o The labour Commissioner, Unit-III, Kharvel nagar, Bhubaneswar - 751001, Odisha.

RFP FORMATS

FORMAT - A

INFORMATION ABOUT THE BIDDER

(The relevant documents has to be arranged serially as per the order mentioned below for the ease of scrutiny)

1	Name of the Organization	
2	Address of the organization with telephone Nos. (Registered Office)	
3	Address of Branch office in Bhubaneswar (If any) (In case the registered office is not at Bhubaneswar)	
4	Legal status / entity of the agency (Whether the agency is a Proprietorship / partnership or Private Ltd. Company)	(Attach photocopy of the registration certificate of the Institution/Organisation/firm / company)
5	Year of Establishment	
6	Telephone Nos: (of Registered / Branch office at Bhubaneswar) Landline : Mobile:	
7	Fax No.	
8	Email IDs	
9	Name of authorized signatory (in capital letters)	
10	Specimen signature of the authorized signatory	
11	Telephone number of authorized signatory / Organization	

14	GSTIN Registration no.	(Attach photocopy of GST registration certificate issued)
15	PAN	(Attach Photocopy of PAN)
16	Latest Income Tax Filing Certificate	(Attach photocopy of the latest income tax filing certificate)
17	Details of Bank Account	Name of Account Holder: Name of Bank with Branch: Account Type: Account No.: IFS Code:
18	Whether all documents submitted signed by the authorized signatory of the organization (Yes/No)	

DECLARATION

I / we hereby certify that the terms and conditions given with the tender notice have been read carefully and acceptable to me/us and that the information furnished above is full and correct to the best of by / our knowledge. I / we understand that in case any information provided above are found to be false at any stage, our Firm / Agency will be blacklisted / debarred by you and will not have any dealing with your organization in future.

(Signature and seal of the authorized signatory)

Place:

Date:

(Seal)

FORMAT B

*(To be furnished in the **letter head** of the Auditor / Chartered Account)*

ANNUAL TURN OVER STATEMENT

The Annual Turnover for the last three financial years of M/s _____ are given below and certified the statement is true and correct.

Sl. No.	Year	Turnover in (Rs.)
1.	2014-15/2015-16	-
2.	2015-16/2016 - 2017	-
3.	2016 - 2017/2017 - 2018	-

Average Annual Turnover (for the above three years) in (Rs.)

Date:
Accountant

Signature of Auditor/Chartered

Place:

(Name in Capital)

Seal

Membership No.

Note:

*To be issued in the **letter head** of the Auditor / Chartered Accountant mentioning the **Membership no.***

***Note: Provisional statement of account shall not be considered. (Please enclose audited balance sheet & P/L Statement of each financial year in support of the turnover furnished above).**

FORMAT: C

(To be furnished in the **letter head** of the Agency)

Name of the Clients for which undertaking the similar works as per RFP paper.

A) Govt. Organizations (Other than Odisha if any)	:	1. 2. 3. 4.
B) PSUs/corporations/Autonomous bodies.....	:	1. 2. 3. 4.
C) Govt. of Odisha Organizations	:	1. 2. 3. 4.
D) Private Organizations	:	1. 2. 3. 4.

(Attach **additional sheets** if the space provided is insufficient)

(Photocopies of the **work order / agreement** etc. from the organizations (**Attested by the authorised signatory**) in support of the above-mentioned organizations are to be submitted **serially** with page marked in the order as mentioned above for ***ease of scrutiny***)

(Signature and seal of the authorized signatory)

Place

Date

(Seal)

FORMAT: D

(The relevant documents has to be arranged **serially** as per the order mentioned below for the ease of scrutiny)

1. Name and address of the Owner /Proprietor / Partners of the Institution/Organization:

Sl. No.	Name	Address
1.		
2.		
3.		

2. Names and address of the Directors of the Institution/Organization:

Sl. No.	Name	Address
1.		
2.		
3.		

3. Give details of Key staff strength (full time) with specialization in various departments.

Sl. No.	Name	Brief Qualification	Designation	*Specialization Area

* Attach **additional sheets** if the space provided is insufficient.

4. Details of Technology/equipment/Software available with the Institution/Organization: Furnish the details in the table mentioned below:

Sl. No.	Details of Technology/equipment	Details of Software

10. Details of the Awards / Recognition received.

- 1.
- 2.
- 3.
- 4.

(Photocopies of the certificates of awards / recognition has to be furnished as documentary evidence)

11. Any other relevant information you may like to furnish for your credibility:

(Signature and Seal of the authorized signatory)

Place

Date

Experience in Labour Related Research and studies:

FORMAT: E

Sl. No.	Name of Assignment	Type of Assignment	Name of Awarding Body	Period of Assignment

**Attach work order/award copies for counting towards marking.*

FORMAT: E

DECLARATION FORM

(To be furnished in Cover "A" - Eligibility Criteria Bid)

(Affidavit before Executive Magistrate / Notary Public)

I / Wehaving My/ our office at.....do declare that I / We have carefully read all the terms & conditions of bid of OB&OCWWBoard O/o The Labour Commissioner, Odisha, Bhubaneswar for the impact assessment study of the RPL & Skill development programme of construction workers, of..... I will abide with all the terms & conditions set forth in the Bid document Reference No..... along with the subsequent amendment, if any. I/We do hereby declare I/We have not been de-recognized/ black listed by any State Govt./ Union Territory/ Govt. of India/ Govt. Organization/ Govt. Health Institutions for undertaking similar type of work assignments. I/We agree that the Tender Inviting Authority can forfeit the Earnest Money Deposit and/ or Performance Security Deposit and blacklist me/ us for a period of 3 years if any information furnished by me/ us proved to be false at the time of inspection/ verification and not complying with the bid terms & conditions. I/ Wedo hereby declare that I / we will supply, install,per the terms, conditions & specifications of the bid document.

Signature of the bidder

Date:

Name & Address of the Firm:

Seal

FORMAT: F

FINANCIAL BID

SI No.	PARTICULARS	AMOUNT (In Rs.)
A	CONSULTANCY FFES FOR IMPACT ASSESMENT STYUDY:-	
B	GST (@----- %)	
C	Total Quoted Price (A+B)	
Total Quoted Price (A+B) in words:		

* Total quoted price inclusive of taxes shall be taken into consideration for financial score.

24. Terms & Condition:-

24.1 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.

24.2 Earnest Money Deposit

- An earnest money deposit (EMD) as mentioned in the data sheet in the form of Demand Draft in favour of “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.

25. 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 Nationalized/Scheduled bank pledged in favour of “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.

26. 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.

a. 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.

b. 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.

c. 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.

d. 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

e. Limitation of the Liability

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

- f. **Payment Terms:** On monthly basis. No advance shall be allowed for this project work.

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.	Submission of Final report, documents and deliverables.	As per actual for each Month approved by appropriate authority.

1. TDS as applicable will be deducted by OB&OCWW Board.

Performance Bank Guarantee Format

To _____

Whereas, <<name of the supplier and address>> (hereinafter called "the Bidder") has undertaken, in pursuance of contract no. <<insert contract no. >> dated <<insert date>> to provide services for <<name of the assignment>> to Director _____ (hereinafter called "the beneficiary")

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

And whereas we, <<name of the bank>> a banking company incorporated and having its head /registered office at <<address of the registered office>> and having one of its office at <<address of the local office>> have agreed to give the supplier such a bank guarantee.

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

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

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

This Guarantee shall be valid until <<Insert Date>>)

Notwithstanding anything contained herein:

- I. Our liability under this bank guarantee shall not exceed Rs<<insert value>> (rupees <<insert value in words>> only).
- II. This bank guarantee shall be valid upto<<insert expiry date>>)
- III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <<insert expiry date>>) failing which our liability under the guarantee will automatically cease.

Seal & Signature of the authorized officer of the Bank

Name & Designation of the Officer

Date: _____ Seal, Name & address of the bank & address of the branch.
