



REVISED REQUEST FOR PROPOSAL FOR SELECTING SERVICE PROVIDING AGENCY



REVISED REQUEST FOR PROPOSAL

(Ref No-18233//Date 09.10.2015)

FOR

SELECTING SERVICE PROVIDING AGENCY FOR EFFECTIVE MANAGEMENT OF CONDUCTING
WRITTEN EXAMINATION & PRACTICAL TESTS OF THE SHORT LISTED CANDIDATES FOR
VARIOUS POSTS OF OSCSC

**ISSUED BY
ODISHA STATE CIVIL SUPPLIES CORPORATION LIMITED**



**FOOD, SUPPLIES & CONSUMER WELFARE DEPARTMENT
GOVERNMENT OF ODISHA**



REVISED REQUEST FOR PROPOSAL FOR SELECTING SERVICE PROVIDING AGENCY



ODISHA STATE CIVIL SUPPLIES CORPORATION LIMITED

C/2, Nayapalli, Bhubaneswar, 751012, Odisha, India
EPBX: 0674-2395391/2394956 | Fax: 0674-2395291/2390199
Website: www.oscsc.in & www.foododisha.in



No. 19710/OSCSC

Dated: 07/11/2015

Corrigendum-Cum-Addendum Notice

In continuation to the RFP published "**for effective management of conducting written examination & Practical tests of the short listed candidates for various posts of OSCSC**" Vide No-18233 Dated **09.10.2015** & published in the News Paper "**The Samaj**" & "**The Times of India**" on Date 10/10/2015, the relevant clauses as clarified during the Pre-bid meeting held on dated 17.10.2015, have been revised & new clauses as added, have been notified for information of the prospective bidders in the website. All other terms and conditions of the RFP are hereby remaining unchanged. The revised RFP document can be downloaded from website www.oscsc.in, www.foododisha.in & www.odisha.gov.in.

S/d-

Managing Director, OSCSC Ltd.



REVISED REQUEST FOR PROPOSAL FOR SELECTING SERVICE PROVIDING AGENCY

Corrigendum-Cum-Addendum Notice

No-19710 //OSCSC// Date:7/11/2015

Ref: REQUEST FOR PROPOSAL “FOR EFFECTIVE MANAGEMENT OF CONDUCTING WRITTEN EXAMINATION & PRACTICAL TESTS OF THE SHORT LISTED CANDIATES FOR VARIOUS POSTS OF OSCSC”

With reference to the above RFP issued **Vide No-18233 Date 09.10.2015** & published in the News Paper “**The Samaj**” & “**The Times of India**” on Date 10/10/2015, the following corrigendum-cum-addendum is hereby notified for information of the prospective bidders.

Sl No.	Clause No / Name	Page No.	Existing Provision	Amendment/New Clauses
1	5-5.1- Pre Qualification Criteria	12	Organisations registered under Indian companies Act 1956.	Qualifying Criteria: Organisations registered under Indian companies Act 1956. & Registered Firms under Society Registration Act may apply for the said RFP.
2	5-5.1- Pre Qualification Criteria	12	The bidder must be a CMM/ISO 9001/IEC 20000 certified company	Qualifying Criteria: In addition to the existing qualification criteria the Agency having ISO 9001:2008 certificate may apply for the bid.
3	21-c,d,e & f- Arbitration notice	32	Existing Clause No – 21 c,d, e, & f replaced with new clause “Arbitrator”..	Arbitrator- In case the dispute is not resolved between OSCSC & the SPA, the matter may be referred to Commissioner-cum-Secretary, FS & CW Department for settlement and his decision shall be final & binding for both the parties.(Clause No-17/Page 31)
4	30 Jurisdiction	34	Jurisdiction:- The parties agree that the courts and tribunals in Bhubaneswar, Odisha shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with the MSA.	Jurisdiction of the Court: - in the event if t any dispute arises out of this contract, the jurisdiction of the court shall be at Bhubaneswar for both the parties. .(Clause No-26/Page 34)
5	13- Penalty Clause	30	Penalty Clause OSCSC Ltd. Expects basic service level from the Service Providing Agency (SPA): In case Service Providing Agency (SPA)fail to comply with the requirement given above a penalty of one percent of cost per day delay is more than ten days. The <i>OSCSC Ltd.</i> Reserves the right to terminate the contract by giving one month notice and also the EMD amount deposited by the firm would be forfeited.	Penal Provision – in the event of leakage of question paper or any irregularities in conducting the recruitment examination, the SPA or any of his employees involved in the matters, the SPA will be held responsible for the aforesaid irregularities and shall be criminally prosecuted as per Law. .(Clause No-10/Page 30)
6	34	35	No such clause exists under this head in the RFP.	Liability of the Personnel :- all persons employed by the SPA shall be treated as their own employees/workers in all respect in the responsibility under the Workmen’s Compensation Act-1923, Employees Provident Fund Act-1952, Maternity Beneficiary Act-1961, Contract Labour Regulation & Abolition Act-1970, Employees State Insurance Act-1948, Minimum Wages Act-1948 or any other similar enactments & rules made their under with up to date amendment in respect of all such person shall be that of the SPA.
7	7.3(d)	18	No such clause exists under this head in the RFP.	Review on Progress of work: - The Managing Director, OSCSC Ltd. may make review on every fortnight about the progress of the work of the SPA.
8	4.4.5.c(ix)		No such clause exists under this head in the RFP.	Documentation: Bidders have to produce Original certificates during the verification of Pre-Qualification certificates during the bid opening meeting.
9	3.3	8	No such clause exists under this head in the RFP.	Scope of Work: The scope of the Job includes “The Job to scan the copy of the answer sheet for publication”.
10	5.5	8	No such clause exists under this head in the RFP.	Specification: The specification of the OMR answer sheet shall be “Carbonless Paper-110 GSM-Pressure Sensitive”.
11	Notice	5 & 10	Last Date for submission of BID 03.11.2015	Last Date for submission of BID 17.11.2015

All other terms and conditions of the RFP are hereby remaining unchanged. The revised RFP document can be downloaded from website www.oscsc.in, www.foododisha.in & www.odisha.gov.in.



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ODISHA STATE CIVIL SUPPLIES CORPORATION LIMITED

C/2, Nayapalli, Bhubaneswar, 751012, Odisha, India
EPBX: 0674-2395391/2394956 | Fax: 0674-2395291/2390199
Website: www.oscsc.in & www.foododisha.in



No. 18233

Dated: 09/10/2015

(Two Bid System i.e. Technical & Financial Bid Based Selection (QCBS) Selection)

Odisha State Civil Supplies Corporation (OSCSC) requires the services Service Providing Agency “ **for effective management of conducting written examination & Practical tests of the short listed candidates for various posts of OSCSC**” .

Request For Proposals (RFPs) are invited from the eligible, reputed and qualified organisations registered under Indian companies Act 1956 & Registered Firms under Society Registration Act and being in business for more than 5 years in India as on the last date of the submission of the bid and having average annual turnover during the last three financial years of minimum Rs.5.00 Core as service providing agency for executing the above mentioned work for OSCSC in time bound manner. Tenders must be submitted in a sealed envelope addressed to “The Managing Director, Odisha State Civil Supplies Corporation, C/2, Nayapalli, Bhubaneswar, 751012, Odisha, India. The sealed envelope should be super scribed as “**RFP for effective management of conducting written examination & technical tests of the short listed candidates for various posts of OSCSC**””. The details schedule of tender is given below;

Schedule	Date & Time
Last date of Submission of Bid (Extended)	Dt. 17/11/2015 at 11:00 AM
Pre-Bid Meeting	Dt.17/10/2015 at 11 AM (Already Conducted)
Opening of Technical Bid & Presentation	Dt. 17/11/2015 at 11AM
Opening of Finance Bid	To be announced later on after opening of the technical bid.

Sealed offers should be submitted through Speed Post or Registered Post only addressed to “ The Managing Director, Odisha State Civil Supplies Corporation, C/2, Nayapalli, Bhubaneswar 751012, Odisha on or before the scheduled date/time fixed above.

The detail RFP document is available at the websites www.oscsc.in, www.foododisha.in & www.odisha.gov.in. The tender document can be downloaded from the websites and the cost of the tender document Rs. 10,000/- (Rupees Ten Thousand Only Non-refundable) in shape of Bank Draft drawn in favour of “Managing Director, OSCSC, Odisha” payable at Bhubaneswar requires to be deposited along with the Bid, failing which the bid will be rejected. The bids will be opened in the presence of bidders or their authorized representatives who choose to attend, at the date and time mentioned above. In the event of the specified date being declared a Government holiday; the bids shall be opened at the specified time and location on the next working day. At any time prior to dateline for submission of proposal, OSCSC may for any reason, modify the tender and same amendments will be notified in the website and such amendments shall be binding to all bidders.

S/d-
Managing Director, OSCSC Ltd.



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1. Fact Sheet :

Particulars	Description in Short
Method of Selection	Quality Cost Based Selection method shall be used to select the most responsive bidder. Two bid systems are followed namely Technical Bid & Financial Bid. Also the bidder needs to qualify in the Pre-qualification phase.
Bid Document fees	RFP can be downloaded from the website. The bidders are required to submit the document fee of Rs.10000/- in shape of Demand draft in favour of Managing Director, OSCSC Ltd.
Earnest Money Deposit (EMD)	Earnest money Deposit of Rs.5 Lakhs shall be submitted in shape of Demand draft in favour of Managing Director, OSCSC Ltd.
Scope of Work	Service providing Agency is expected to ensure for effective management of conducting written examination & technical tests of the short listed candidates for various posts of OSCSC
Time line	The time line for the said service shall be limited within six months.
Language of the Bid	The proposal should be prepared by the bidder in English language only
Currency of the Bid	The bidder should quote price in Indian Currency only. The offered price must be exclusive of taxes and duties. The taxes as appropriate & applicable would be paid at the prevalent rates.
Validity period	Proposal bids must remain valid minimum for 180days after the submission date.
Bid to be submitted at	The proposal must be submitted to : Managing Director Odisha State Civil Supplies Corporation Ltd. (OSCSC) Head Office, C/2 Nayapalli, Bhubaneswar - 751012



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2. Proposal

Sealed Request For Proposals are invited from eligible, reputed and qualified organisations for the assignments as defined under the Terms of Reference Section. This invitation to bid is open to all Bidders meeting the minimum eligibility criteria as mentioned in subsequent section of this RFP document.

3. Background Information

Odisha State Civil Supplies Corporation (OSCSC), a company incorporated under section 25 of the Companies Act, has decided to engage the services and support of an eligible recruitment agency in the process of Human Resource Recruitment for OSCSC.

Terms Of Reference (TOR): The Terms of Reference (TOR) for such an assignment shall include the following:

Statement of Purpose: Odisha State Civil Supplies Corporation (OSCSC) as a Company, requires engagement of an eligible, reputed and qualified organisations to facilitate and support the selection and the recruitment process for the following categories of posts in Group C i.e. Procurement Inspectors, Quality Analyst, SA-cum-DEO, Junior Assistant, Jr. Accountant and Assistant Programmer. The prime responsibility of the selected agency will be to undertake appropriate and necessary actions in furtherance of the same.

4. Instruction to Bidder

4.1. General

a. Detail Scope of Work

Sl. No.	Activities	Details of Job to be undertaken
A.	Written Test Management	<p>1. Fixation of Test Centers</p> <p>1.1 To arrange for written test venues around Bhubaneswar & other places with facilities of rooms, furniture, invigilation, supervision, drinking water, toilets etc.(depending upon the number of eligible candidates written test may be conducted at the location as decided by OSCSC.</p> <p>1.2 To detail Centre Superintendents, Invigilators and other staff at all test centers.</p> <p>1.3 To make all necessary arrangements at all test centers for the conduct of the test in a smooth and fair manner.</p>
		<p>2. Generation of Admit Cards for Written Test.</p> <p>2.1 To generate and allot unique Roll No. and test centre to the provisionally eligible candidates.</p> <p>2.2 To design Admit Cards for provisionally eligible candidates.</p> <p>2.3 To develop software for uploading of admit cards on the dedicated portal with the facility for candidates to download their admit cards online or by physical by speedpost/registered.</p>
		<p>3. Development of Question Papers and Answer Sheet</p> <p>3.1 To sign and develop the objective type Question Booklets in English and Odia post wise based on the prescribed syllabus provided by OSCSC</p> <p>3.2 To print the question booklets as per requirement.</p> <p>3.3 To design and print the required no. of OMR Answer Sheets. The specification of the OMR answer sheet</p>



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		shall be “Carbonless Paper-110 GSM-Pressure Sensitive”.
		<p>4. Conducting Written Test</p> <p>4.1 To pack and seal the question booklets and make centre-wise packets of the question booklets and answer sheets and position the same at the test venues.</p> <p>4.2 To prepare the attendance sheets for the written examination.</p> <p>4.3 To organize and conduct the written examination.</p> <p>4.4 To retrieve back test material both used and used directly from the test centres.</p> <p>4.5 Organize payment of travelling allowance to the candidates as applicable; payment will be made by OSCSC.</p>
		<p>5. Result Processing</p> <p>5.1 To evaluate the OMR Answer Sheets of all candidates.</p> <p>5.2 To compile the results of written test as per criteria laid down by OSCSC on the same day of written test or later on as advised by OSCSC.</p> <p>5.3 To prepare and provide the post & disciple wise merit in a mutually agreeable format in respect of different categories.</p> <p>5.4 To inform the successful candidates called for written test by sending SMS on the mobile numbers registered by the applicant.</p> <p>5.5 The scope of the Job includes “The Job to scan the copy of the answer sheet for publication”.</p>
B.	Conduct Practical Test(Computer / Typing)	<p>1. Fixation of Test Centres</p> <p>1.1. To arrange test centres in Bhubaneswar/zonal centres for Computer test / as per the requirement with facilities of computers, computer labs, type writers rooms, furniture, invigilation, supervision, drinking water, toilets etc. (depending upon the number of eligible candidates practical test may be conducted at the locations as decided by OSCSC.</p> <p>1.2. To ensure availability and serviceability of adequate number of computer terminals and accessories for Computer Typing Test.</p> <p>1.3. To detail Centre Superintendents, Invigilators and other staff at all test centres.</p> <p>1.4. To make all necessary arrangements at all test centres for the conduct of the test in a smooth and fair manner.</p>
		<p>2. Generation of Call Letters for practical Test.</p> <p>2.1 To scrutinize and prepare the list of shortlisted candidates for the Computer Typing Test on computer in the ratio as suggested by OSCSC.</p> <p>2.2 To allot test centre to the provisionally shortlisted candidates.</p>
		<p>2.3 To design call letters for provisionally shortlisted</p>



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		<p>candidates.</p> <p>2.4 To develop software for uploading of call letters on the dedicated portal with facility to download.</p>
		<p>3. Development of Question Papers and Typing sheets.</p> <p>3.1 To design and develop the Question Papers based on the guidelines provided by OSCSC.</p> <p>3.2 To print the question papers as per requirement.</p> <p>3.3 To design and print the required no. of typing sheet.</p>
		<p>4. Conducting Practical Test.</p> <p>4.1 To arrange for the panel of experts for Practical Test.</p> <p>4.2 To pack and seal the questions paper and make centre wise packets of the question papers and typing sheets and position the same at the test venues.</p> <p>4.3 To prepare the attendance sheets for the Practical Test.</p> <p>4.4 To supervise conduct of Practical test in batches.</p> <p>4.5 To retrieve back test material both used and unused directly from the test centres.</p>
		<p>5. Result Processing</p> <p>5.1 To evaluate the Answer Sheets and process the results.</p> <p>5.2 To compile the results of written test and practical test as per criteria laid down by OSCSC.</p> <p>5.3 To prepare and provide the panel lists as per the guidelines provided by OSCSC.</p> <p>5.4 To inform the successful candidates called for practical tests by sending SMS on the mobile numbers registered by the applicant.</p> <p>5.5 To handover all associated documents to OSCSC.</p>

- b. The qualifications for each post, exact numbers and other details would be provided after the engagement of the agency. However it is around 400 for all the categories of posts. This is just an indicative scope of work for the overall understanding of the bidder. These activities may be curtailed or bifurcated, if required by OSCSC.
- c. While every effort has been made to provide comprehensive and accurate background information and requirement and specifications, bidders must form their own conclusions about the support needed to meet the requirements based on their past experience.
- d. All information supplied by the bidders may be treated as contractually binding on the bidders on successful award of the assignments by the OSCSC.
- e. No commitment of any kind, contractual or otherwise shall exist unless and until formal written contract has been executed by or on behalf of the OSCSC. Any notification of preferred bidder status by the OSCSC shall not arise to any enforceable rights by the bidder. The OSCSC may cancel this assignment at any time prior to any formal written contract being executed by or on behalf of the OSCSC.
- f. The RFP supersedes and replaces any previous public documents & communications on the same subject and the bidder shall place no reliance on such communications.
- g. Schedules of RFP

(a)	<i>Date of issuing RFP document to selected Service Providing Agency (SPA) through RFP on website</i>	Information to selected Service Providing Agency (SPA) dated 09.10.2015 available at www.oscsc.in , www.foododisha.in & www.odisha.gov.in
(b)	<i>Availability of RFP document</i>	From 13.10.2015 on OSCSC websites www.oscsc.in , www.foododisha.in & www.odisha.gov.in



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(c)	Place of submission of the RFP	The Managing Director, Odisha State Civil Supplies Corporation, C/2, Nayapalli, Bhubaneswar 751012
(d)	Pre-Bid Meeting	On 17.10.2015 at 11A.M. (Already Conducted)
(e)	Last date and time for submission of the RFP	On 17.11.2015 upto 11A.M.
(f)	Technical Bids opening date & time	On 17.11.2015 at 11 A.M.
(g)	Financial Bid opening date & time (Only of technically qualified Bidders)	To be announced later after opening of Technical Bid.
(h)	Venue of opening of technical & financial Bids	Meeting Hall , Odisha State Civil Supplies Corporation, C/2, Nayapalli, Bhubaneswar 751012
(i)	Contact officer	General Manager Admin , The Managing Director, Odisha State Civil Supplies Corporation, C/2, Nayapalli, Bhubaneswar 751012
(j)	Bid Security (Earnest Money Deposit)	Rs. 5 LAKHS(Rupees Five lakhs) Only

4.2. Pre-Bid Meeting

- a. OSCSC shall hold a pre-bid meeting with the prospective bidders on _____ at 11 AM at OSCSC Office. The Bidders will have to ensure that their queries for Pre-Bid meeting should reach to

Managing Director
Odisha State Civil Supplies Corporation Ltd. (OSCSC)
Head Office
C/2 Nayapalli, Bhubaneswar - 751012
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Email: odishafscw@gmail.com

- b. OSCSC shall not be responsible for ensuring that the bidders' queries have been received by them. Any requests for clarifications post the indicated date and time may not be entertained by the Nodal Agency.
- c. Responses to Pre-Bid Queries and Issue of Corrigendum/Addendum (if any)
- d. The Nodal Officer notified by the OSCSC will endeavour to provide timely response to all queries. However, OSCSC makes neither representation or warranty as to the completeness or accuracy of any response made in good faith, nor does OSCSC undertake to answer all the queries that have been posed by the bidders.
- e. At any time prior to the last date for receipt of bids, OSCSC may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum or addendum.
- f. The Corrigendum/Addendum (if any) & clarifications to the queries from all bidders will be posted on the website www.foododisha.in, www.oscsc.in, www.odisha.gov.in, www.tenders.gov.in.
- g. Any such corrigendum/Addendum shall be deemed to be incorporated into this RFP.
- h. The bidders while submitting the proposal should submit duly signed copy of corrigendum/addendum along with it.
- i. In order to provide prospective Bidders reasonable time for taking the corrigendum/addendum into account, OSCSC may, at its discretion, extend the last date for the receipt of Proposals.

4.3. Compliant Proposals/ Completeness of RFP Documents

- a. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of this implications.



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- b. Failure to comply with the requirements of the paragraph or any clauses of the RFP may render non-complaint and the proposal may be rejected.
- 4.4. Key Requirements of the Bid
- 4.4.1. Right To Terminate the Process :-
- a. Notwithstanding anything contained in this RFP, the Managing Director, OSCSC Ltd. reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance rejection or annulment, and without assigning any reasons thereof.
- b. OSCSC Ltd. reserves the right to reject any proposal if:
- i at any time, a material misrepresentation is made or uncovered, or the applicant does not provide, within the time specified by OSCSC Ltd., any supplementary information sought by the OSCSC Ltd. for evaluation of the proposal. Such misrepresentation/ improper response may lead to the disqualification of the applicant. If such disqualification/ rejection occur after the proposals have been opened and the preferred applicant gets disqualified/ rejected, then OSCSC Ltd. reserves the right to consider the next best applicant, or any other measure as may be deemed fit in the sole discretion of the OSCSC Ltd., including annulment of the Selection Process
- 4.4.2. Cost of Tender Paper
- The Bidder shall bear all costs associated with the preparation and submission of its RFP and OSCSC Ltd. (hereinafter referred to as “the Authority”), will in no case be held responsible or liable for these costs, regardless of the conduct or outcome of the Bidding process.
- This tender document is only available on the websites www.oscsc.in, www.foododisha.in & www.odisha.gov.in to enable the Bidders to use this document for submitting their Bids on the last date and time mentioned in tender notice/ tender document against this tender. The Bidders will submit tender cost amounting Rs 10000/- (Rupees Ten Thousand only) in the form of Demand Draft from any of the Nationalized Bank in favour of “Managing Director, OSCSC Ltd.
- 4.4.3. Earnest Money Deposit (EMD)**
- a. The Service Providing Agency (SPA) shall furnish, as part of the Technical Proposal, an Earnest Money Deposit (EMD) amounting Rs 5.00 Lakhs (Rupees Five Lakhs only). The EMD shall be in Indian Rupees and in the form of Demand Draft from any of the Nationalized Bank in favour of “Managing Director, OSCSC Ltd.” payable at Bhubaneswar. The EMD of unsuccessful Service Providing Agency (SPA)shall be refunded within 30 days after final selection of Service Providing Agency (SPA)by OSCSC Ltd. on their written request. EMD of the successful Service Providing Agency (SPA)will be refunded on request after the completion of agreement without any interest.
- b. The Earnest Money will be forfeited on account of one or more of the following reasons:
- i. Service Providing Agency (SPA)withdraws its proposal during the selection process
- ii. Service Providing Agency (SPA)does not respond to requests for clarification of its proposal.
- iii. Service Providing Agency (SPA)fails to provide required information during the evaluation process or is found to be non-responsive or submitted false information in support of its qualification.
- iv. If a bidder makes any statement or encloses any form which turns out to be false/ incorrect at any time prior to signing of the contract.
- v. In case of successful Bidder, if the Bidder fails to Sign the contract.
- 4.4.4. Performance Security :-**
- The selected bidder would be needed to provide a Performance Security (In shape of Demand Draft in favour of Managing Director, OSCSC Ltd.), within 15 days from the Notification of award, for a value equivalent to 10% of the total cost of ownership. The performance security should be valid for a period of 60 days beyond the period of contractual obligations (including warranty period). The selected bidder shall be responsible for extending the validity date of the Performance Security as and when it is due on account of non-completion of the project and warranty period. In case the selected bidder fails to submit performance security within the time stipulated, the GoO at its discretion may cancel the order placed on the selected bidder without giving any notice. GoO shall invoke the performance



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security in case the selected vendor fails to discharge their contractual obligations during the period or GoO incurs any loss due to vendor's negligence in carrying out the project implementation as per the agreed terms & conditions.

4.4.5. Submission of Proposal

a. **Format and Signing of Proposal** The Proposal shall be submitted in two parts –

- i. Part A : Technical proposal
- ii. Part B : Financial proposal
- iii. The applying Service Providing Agency (SPA) may submit both the technical and financial proposal.
- iv. Any interlineations, erasures or overwriting shall be valid only if the person or persons signing the Proposal authenticate the same by initial.

b. **Packing, Sealing and Marking** The Technical Proposal (Part A) and Financial Proposal (Part B) must be inserted in separate sealed envelopes, along with Applicant's name and address in the left hand corner of the envelope and super scribed in the following manner.

- i. **Part-A** - Technical Proposal for “**Effective management of conducting written examination & Practical tests of the short listed candidates for various posts of OSCSC Ltd**”
- ii. **Part-B** - Financial Proposal for “**Effective management of conducting written examination & Practical tests of the short listed candidates for various posts at OSCSC Ltd**”
- iii. Both the envelopes i.e. envelope for Part-A and Envelope for Part-B must be packed in a separate sealed outer cover and clearly super scribed with the following: Technical and Financial Proposal “**RFP for effective management of conducting written examination & Practical tests of the short listed candidates for various posts at OSCSC Ltd**” . The Applicant's Name & address shall be mentioned in the left hand corner of the outer envelope.
- iv. The inner and outer envelopes shall be addressed to “OSCSC Ltd. Official Address as given. *(If the outer envelope is not sealed and marked as mentioned above, then OSCSC Ltd., will assume no responsibility for the tender's misplacement or premature opening. Telex, cable or facsimile tenders will be rejected.)*

c. Documents to accompany the RFP :

PART – A (Technical Proposal)

- i. The applicant must submit the following particulars / documents along with the Technical Proposal failing which the RFP may be treated as non responsive.
- ii. Earnest Money Deposit of Rs. 5.00 lakhs (Rupees Five lakh only) in the form of DD/Pay order from any scheduled National bank drawn in favour of **Managing Director, OSCSC Ltd.**, payable at Bhubaneswar.
- iii. Photocopy of the PAN card.
- iv. Filled in Technical Proposal (Form 1) & Letter of Proposal (Form-2)
- v. Filled in Applicant's profile (Form 3)
- vi. Previous experience of the firm in successfully executing similar types of assignments during last three years (Form 4) & Affidavit in Form-6
- vii. Approach & methodology and Manpower Planning for developing the Technical Cell in Form-7.
- viii. The Financial Proposal of only those Service Providing Agency (SPA) fulfilling the eligibility criteria and the technical requirements of the RFP (as will be decided by Tender Committee) shall be opened. The date & time of opening of the Financial Proposal shall be intimated to the technically qualifying agency. Similarly the date for the interview for final selection will be intimated to only the qualifying candidates if required.

ix. **Documentation: Bidders have to produce Original certificates during the verification of Pre-Qualification certificates during the bid opening meeting.**

PART- B (Financial Proposal)



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The applicant must submit the Financial Proposal using Form 8 with proper signature & seal of the applicant. In case of any discrepancy between figures and words in the Financial Proposal, the one described in words shall be adopted for evaluation.

- d. **Number of Proposals:** An Applicant is eligible to submit only one RFP for the Selection of SPA.
- 4.4.6. **Authentication of Bids:** The Proposal shall be typed or written in indelible ink and shall be signed by the applicant or a person duly authorized.

4.5. Preparation & Submission of BID

4.5.1. Preparation of Costs

The bidder shall be responsible for all costs incurred in connection with the preparation in the bidding process, including, but not limited to, cost incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of the bid documents, in providing any additional information required by the OSCSC to facilitate the evaluation process and in negotiating a definitive contract or all such activities related to the bid process. OSCSC will in no such case be responsive or liable for those cost, regardless of the conduct or outcome of the bidding process.

4.5.2. Language of the Bid

The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged between the Bidder and the Authority shall be written in English language. Only English numerals shall be used in the Bid.

4.5.3. Venue & Deadline for submission of the BID

RFP filled in all respect must reach *OSCSC Ltd.* at the address, time and date specified in the cover page of the RFP document through Speed / Regd. Post. or Courier. If the specified date for the submission of RFPs is declared as a holiday for *OSCSC Ltd.*, the Proposal will be received up to the appointed time on the next working day. Proposal received after the deadline for submission prescribed by *OSCSC Ltd.* will be rejected. No modifications to the proposal shall be allowed once it is received by *OSCSC Ltd.*

4.5.4. Late Bids

Bids received after the due date and specified time for any reason whatsoever, shall not be entertained and shall be returned unopened. OSCSC shall not be responsible for any postal delay or non receipt of the documents. No further correspondence in this respect shall be entertained.

4.6. Evaluation Process :-

- 4.6.1. **Tender Opening:** The Bids will be opened in the presence of Bidder's representatives, who choose to attend, at the venue, date and time mentioned in the above table. In the event of date specified for Bids opening being declared a holiday for OSCSC's office then the due date for opening of Bids shall be the following working day at the appointed time. The Bidder's representatives who are present shall sign in attendance sheet for their attendance. In the event of the specified date being declared a holiday for *OSCSC Ltd.*, the Proposal shall be opened at the same time and location on the next working day.

- 4.6.2. **Tender Validity :** the offer submitted by the bidders shall be valid for minimum period of 180 days from the date of last date of submission of Bid document.

4.6.3. Tender Evaluation :

- Initial bid scrutiny will be held and incomplete details as given in the RFP document will be treated as non-responsive and liable to be rejected.
- Any responsive bids will be considered for further processing as below.
- The tender committee will make scrutiny of responsive bidders, who comply with all the terms & conditions of the RFP. All eligible bids will be considered for further evaluation by the committee according to the evaluation process defined in the RFP document. The decision of the committee will be final in this regard.

5. Criterion for Evaluation :-

Proposals for this contract will be assessed in accordance with the Quality and cost-based Selection (QCBS) system. All the bids will primarily be evaluated on the basis of the eligibility criteria. The



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5.1. Pre-Qualification Criteria :

SL NO	BASIS REQUIREMENT	SPECIFIC REQUIREMENT	DOCUMENT REQUIRED
01	Legal entity	The bidder must be a company registered under the Indian Companies Act 1956 & Registered Firms under Society Registration Act and be in business for more than 5 Years in India as on the last date of submission of BID. The bidder must be registered with Service Tax, EPF,ESI,PAN and Up to date IT return for the last three financial year	-certificate of Incorporation/ Registration -Service Tax Registration certificate -EPF registration certificate with number - ESI registration certificate with number -PAN COPY IT return for last 3years
02	Average Annual Turnover	Average annual turnover during the last three financial year should be minimum Rs.5 Core only as per the audited balance sheet.	Copy of the audited Balance Sheet and Profit & Loss Account for the last three FY.
03	Consortium	Not allowed	
04	Quality & Capability Certification	The bidder must be a CMM/ISO 9001/IEC 20000/ ISO 9001:2008 certified company	Copy of the CMM/ISO 9001/IEC 20000/ ISO 9001:2008 certificate
05	Technical Capability	The bidder must have successfully undertaken the projects not less than the amount of Rs. 50.00 lakhs only on Govt, sector in India in last three financial years.	Work order from the client mentioning details of order and amount claim
06	Local presence of the bidder	The bidder should have registered office at Bhubaneswar, Odisha.	Self certified letter on existence of local office along with necessary evidence
07	Black Listing	Affidavit by the authorized signatory of the bidder that the bidder has not been black listed by any central/state government and public Sector or under a declaration of ineligibility for corrupt or fraudulent practices as of 31.03.2015 must be submitted on original letter head of the bidder with signature and stamp	Affidavit in prescribed format.
08	Bidding Fees	The bidder must have submitted Rs.10000/- towards the cost of the Bid document.	In shape of account payee DD from any nationalized bank.
09	EMD	The bidder must have submitted the EMD of Rs.5 Lakhs	In shape of account payee DD from any nationalized bank.

5.2. Evaluation of Technical Proposals

Technical proposal of all the Applicants will be evaluated based on Service Providing Agency (SPA) experience and financial capability. Technical proposals of all the Applicants will be



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evaluated based on appropriate marking system. The categories for marking and their respective weight-age are as under:

S. N.	Criteria	Weightage (marks)	Evaluation Criteria
I. Past Experience of agency			
1	Number of years in existence as HR service provider	20	>3 & ≤ 5 Years - 05 Marks >5 & ≤ 10 Years - 10 Marks >10 Years - 20 Marks
2	Past experience of the agency handling such support/services of Government of India/ State Governments in the past	30	>3 & ≤ 4 Years - 10 Marks >4 & ≤ 7 Years - 20 Marks >7 Years - 30 Marks
3	Past experience of the agency handling such support/services other than Government of India/States in the past	10	>3 & ≤ 5 Years - 05 Marks >5 & ≤ 7 Years - 07 Marks >7 Years - 10 Marks
II. Understanding of RFP & Presentation of Approach & Methodology			
4	Slide Presentation by the bidder on Approach & Methodology	20	Maximum 20 marks
III. Financial Performance of agency			
5	Average audited annual turnover of last 3 financial years	20	>5 & <10 Crore - 10 Marks >10 & <15 Crore - 15 Marks >15 Crore - 20 Marks
Total Weightage		100	

- An agency will be selected in accordance with the Quality and Cost based System (QCBS) method.
- Evaluation of Prequalification and Technical Proposals
- The Service Providing Agency (SPA) shall be selected on the basis of Combined Quality cum Cost Based System (QCBS), whereby technical proposal will be allotted weightage of 75% and financial proposal will be allotted weightage of 25%.
- The proposal with the lowest quoted amount shall be given a financial score of 100 and the other proposals shall be given financial scores that are inversely proportionate to their quoted amount.
- The formula for determining the financial score (Sf) of all other Proposals is calculated as following: $Sf = 100 \times Fm/F$ in which "Sf" is the financial score, "Fm" is the lowest quoted amount, and "F" is the quoted amount of the proposal under consideration
- The weights given to the Technical (T) and Financial (P) Proposals are 75 and 25 respectively
- Proposals are ranked according to their combined Technical (St) and Financial (Sf) scores using the weights (T + P = 100) as follows: - $S = St \times 75\% + Sf \times 25\%$.
- Any Technical Proposal with score less than 75 marks will be rejected and their financial bids will not be opened.
- All other Financial Proposals are returned unopened after the Contract negotiations are successfully concluded and the Contract is signed.

5.3. Financial Evaluation:

The bidder must quote price exclusive of any taxes and duties. Arithmetical errors will be rectified on the basis that the amount mentioned in word will prevail against the figure in case of any discrepancy in financial proposals.

6. Appointment of Service Providing Agency :-



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- 6.1. **Award Criteria**

OSCSC will award the contract to the successful bidder whose proposal has been determined to be substantial responsive and has been determined as the most responsive bids as per the process outlined above.
- 6.2. **Right to Accept any Proposal and to Reject Any or all Proposals :**

OSCSC reserves the right to accept or reject any proposal and to annul the bid process/ public procurement process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for such action.
- 6.3. **Notification of Award**

Prior to the expiration of the validity period, OSCSC will notify the successful bidder in writing or by fax or e-mail that its proposal has been accepted. In case the bidding process has not been completed within the stipulated period. OSCSC may be like to request the bidders to extend the validity period of the bid. In such case such extended period shall be accepted as mutually agreed upon.

Notification of award will constitute the formation of the contract. Upon successful bidders signing the contract, OSCSC will notify each unsuccessful bidder and return their EMD.
- 6.4. **Contract Finalization and Award**

OSCSC shall reserve the right to negotiate with the bidders whose proposal has been ranked best value bid on the basis of Technical and price evaluation. On the basis the draft contract agreement would be finalized award and signing.
- 6.5. **Signing of Contract**

After the OSCSC notifies the successful bidder that its proposal has been accepted. OSCSC shall enter into a contract, incorporating all clauses and the proposal of the bidder between the department and the successful bidder. The draft Legal Agreement will be provided as a separate document.
- 6.6. **Failure to agree with the ToR of the RFP**

Failure of the successful bidder to agree with the draft legal agreement and terms & conditions of the bid document shall constitute sufficient grounds for the annulment of the award, in which OSCSC may award the contract to the next best value bidder or call for new proposals from the interested bidders. In such case the OSCSC shall forfeit the EMD of the successful bidder.
- 6.7. **Period of Contract ;**

The period of contract shall be for a period of Six months from the date of execution of the agreement. The period may extend for further period on mutual agreement by both the parties on similar terms and conditions.
- 7. Terms of Reference :**
 - 7.1. **Roles & responsibility of the Service Providing Agency**
 - a. The details of scope of work as defined in RFP above shall be the sole responsibility of the SPA.
 - b. To prepare the three set of question papers for each set of examination for each post and to hand over the same 15days before the examination to OSCSC. The syllabus of the question papers (Preferably General knowledge, subject specific & Computer Test) shall be collected from OSCSC within 7 days after the valid contract agreement.
 - c. To collect the detail list of short listed candidates (Preferably the candidates equals to 8 times (1:8) of the vacancy against concerned posts shall be eligible for written tests) in the form of assigned code against each candidate from OSCSC.
 - d. To design the admit card in consultation with OSCSC & to ensure the early reaching the same to the candidate concerned minimum before 7days of the examination.
 - e. To provide one contact No for information to the candidate for enquiry for admit card to the candidates.
 - f. To confirm the intimation to the candidates over phone for appearing the written examination & simultaneously the Technical test.



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- g. To finalise the examination centers with accommodation of maximum 200 to 300 candidate for each post in one written examination centre and maximum of 100 candidate for technical examination in each centre.
- h. The examination centres shall be preferably either at central Bhubaneswar or as will be finalised on zonal basis keeping on base of No of candidates to appear the exam.
- i. To ensure adequate infrastructure facility at the examination venue and as well as where the SPA shall conduct the technical Test of the candidates.
- j. To ensure adequate confidentiality over the three set of question sets prepared and submitted at OSCSC Ltd.
- k. To finalise the examination centers preferably at easy transport locations and to submit a detail report to OSCSC.
- l. To provide adequate logistic support at the exam venue.
- m. To ensure adequate security provision at the examination venue.
- n. To collect all the examination papers from the candidates and to submit the same to OSCSC for decoding the same.
- o. To collect the decoded examination papers and to evaluate the same by its own professional and to submit the result of each candidate in appropriate format as will be given by OSCSC.
- p. To submit the scan copies of each answer sheets in pdf format in DVD/CD) which will be uploaded in the server for future compliances.
- q. To provide merit list of candidates equals to 3 times (1:3) of the vacancy against concerned posts.
- r. To keep the data base of each such activity for a minimum period of 7 Years for required compliances in future.
- s. To maintain adequate confidentiality about each such activity and about the candidates.
- t. To abide any other activity as will be desired by OSCSC for better management of the services.
- u. Reports/deliverables required from the agency
 - o Detail processes in place to enable HR selection and recruitment by OSCSC.
 - o Formulation of verifiable metrics for conduct of written examination.
 - o Effective compliance with government regulations
 - o Reports as and when required with regard to the present assignment
- v. It shall be the sole responsibility of the prospective Bidder(s) to check the web site from time to time for any amendment(s)/clarification in the RFP Document. In case of failure of prospective Bidder to get the amendments, if any, the Authority shall not be held responsible.
- w. The Service Providing Agency (SPA)will be responsible for strategic recruitment, timely placement and management of qualified, experienced professionals as per the criteria/ terms provided in the ToR.
- x. The SPA should adopt a transparent and competitive process of recruitment.
- y. The SPA will develop a recruitment plan, clearly listing out the activities involved in hiring process along with associated timeline for each activity.
- z. The SPA will conduct sourcing and recruitment process as per, Government rules and regulations

7.2. Manpower : The Tentative detail is given below ,which will be finalized during the process finalisation.

SL. No.	Name of Post	No. of vacancy as on 30.09.2015	Pay scale	Qualification
1	Asst. Programmer	32	8,000/	1 st Class BSC (Computer Science) BCA/ BSC (Mathematics/ Statistics) degree from a recognized university with one



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				year Diploma in Computer Application.
2	Procurement inspector	86	9,300/+Gp,4,200	Graduate in any discipline having atleast 50% of marks in aggregate and must have working knowledge in Computer..
3	SA-cum-DEO	166	5,200/+Gp,2400	Bachelor Degree in any discipline with 50% mark in aggregate from a recognized university and must have working knowledge in Computer.. Application.
4	Quality Analyst	92	10,000/+Gp,2800	1 st Class BSC (Botany/ Chemistry/ Zoology/ Agriculture) degree from a recognized university with Computer knowledge
5	Jr. Assistant	57	5,200/+Gp,2400	Bachelor Degree in any discipline with 50% mark in aggregate from a recognized university and must have working knowledge in Computer.
6	Jr. Accountant	73	5,200/+Gp,2800	Inter Chartered Accountant or Inter Cost and Works Accountant or Commers Graduates with Honors(with Fifty percent marks) or Distinction.

7.3. General Instructions to Bidder

- Bidders should provide details of their contact person, telephone, fax, email and full address(s) to ensure that replies to RFP could be conveyed promptly.
- Queries / Clarification if any, may be sought from the OSCSC Ltd. before the deadline for submission of bids, between 10.00 am to 5.00 pm on any working day (Monday to Friday except holidays).
- OSCSC Ltd. will notify all short listed Bidders in writing or by mail or by publishing in its website as soon as decision is taken on the outcome of their RFP. OSCSC Ltd. is not obliged to provide any reasons for any such acceptance or rejection.

d. Review on Progress of work: - The Managing Director, OSCSC Ltd. may make review on every fortnight about the progress of the work of the SPA.



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APPENDIX-I TECHNICAL BID

Form 1 ; Compliance sheet for eligibility criteria

Ref No _____ date _____

Please check whether the following have been enclosed in the respective covers namely letter of Technical bid.

SL NO	COMPLIANCE DOCUMENT	PROVIDED (YES/NO)	PAGE NO. REF IN THE TECHNICAL BID
1	Copy of the certificate of Incorporation/ Registration		
2	Copy of Service Tax registration certificate & EPF/ESI registration certificate		
3	Copy of PAN & Three Year IT return copy		
4	Copy of three year audited balance sheet & Profit & Loass account		
5	Tender cost (DD No _____ //Rs. _____)		
6	EMD (DD No _____ //Rs. _____)		
7	Bid letter (Technical Bid) in Form 2		
8	Particulars of the Bidder n Form 3		
9	List of Services Executed in Form 4		
10	Project citation of each project listed in Form 4		
11	Affidevit of not under Ineligibility or Black listed		
12	Copy of Poer of Attorney in the name of the Authorised signatory		
13	Self certificate letter for existence of registered office in Odisha Bhubaneswar alongwith necessary evidences		
14	Copy of CMM/ISO 9001/IEC 20000 certificate		
15	Approach & Methodology in form 8		

Signature of the Bidder with authorised Seal

Date

Place



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Form 2 : Letter of Proposal

<Location, Date>

To:

Managing Director
Odisha State Civil Supplies Corporation Ltd. (OSCSC)
Head Office
C/2 Nayapalli, Bhubaneswar - 751012
EPBX - (0674) 2395391/2394956
Fax - (0674) 2395291/2390199

Subject: Submission of the Technical bid for <Name of the assignment>

Dear Sir/Madam,

We, the undersigned, offer to provide solutions to the OSCSC on <Name of the engagement> with your Request for Proposal dated <insert date> and our Proposal. We are hereby submitting our Proposal, which includes this Technical bid and the Financial Bid sealed in a separate envelope.

We hereby declare that all the information and statements made in this Technical bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

We undertake, if our Proposal is accepted, to initiate the Implementation services related to the assignment not later than the date indicated in Fact Sheet.

We agree to abide by all the terms and conditions of the RFP document. We would hold the terms of our bid valid for 180 days as stipulated in the RFP document.

We hereby declare that we are not insolvent, in receivership, bankrupt or being wound up, our affairs are not being administered by a court or a judicial officer, our business activities have not been suspended and we are not the subject of legal proceedings for any of the foregoing.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature [*In full and initials*]:

Name and Title of Signatory:

Name of Firm:

Address:

Location: _____



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Form 3 : Particulars of the Bidder

RFP No _____ Date _____

SL NO	Particular of the Bidder	Details to be filled up by The Bidder
1	Name of the Organisation	
2	Status of the Organisation	
3	Address of the Office	
4	Telephone No	
5	E-mail Address	
6	Website Address	
7	Registration No/date	
8	Name of the employees	Technical Managerial Support Total
9	No of years of proven experience of providing similar type of services in Odisha	
10	Annual Turnover of the Company In 1st three Financial Years both PBT & PAT	2012-13 2013-14 2014-15

Signature of the Bidder

Date :

Place:

Company Seal :



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Form 4 : Formats for list of Projects Executed :-

RFP No: _____ Date _____

SL NO	NAME ADDRESS OF THE CLIENT	NAME OF THE PROJECT	PROJECT PERIOD		TOTAL PROJECT COST	IS THIS PROJECT SIMILAR TO CURRENT ASSIGNMENT (YES/NO0
			FROM	TO		
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

Signature of the Bidder

Date :

Place:

Company Seal



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Form 5 ; Project Citation Format

RFP No _____ date _____

I. Client Details

- 1. Name of the Client ;
- 2. Sector of the Client : Govt of India/ Govt of Odisha/PSU in India/Others
- 3. Detail of concerned officer of the Client (name, Designation, Address, Phone, e-mail)

II. Project Detail

- 4. Name of the Project :
- 5. Work order No/date :
- 6. Project start date /Completion Date:
- 7. Project cost (Excluding tax) :
- 8. Type of Project : Short listing candidate/Conducting Examination/ Conducting technical Test/Supply of manpower/others
- 9. No of skilled professionals involved in the projects :
- 10. Implementation coverage : State/District/block level:
- 11. Brief detail about the Scope of project

Signature of the Bidder
 Date
 Place
 Company Seal



REVISED REQUEST FOR PROPOSAL FOR SELECTING SERVICE PROVIDING AGENCY
Form 6 for Affidavit/self-declaration of not been Blacklisted

(To be submitted on the Letterhead of the responding agency)

{Place}

{Date}

To,

Managing Director
Odisha State Civil Supplies Corporation Limited (OSCSC),
<<Address >>
Fax +91 -674-
Phone +91-674-
Email: <<email id>>

Ref: RFP Notification no <xxxx> dated <dd/mm/yy>

Subject: Self-Declaration of not been blacklisted in response to the RFP for Selection of Selected Bidder for TPDS transformation Processes.

Dear Sir,

We confirm that our company, _____, is not blacklisted in any manner whatsoever by any of the State/UT and/or central government in India on any ground including but not limited to indulgence in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

Place:

Date:

Bidder's Company Seal:

Authorized Signatory's Signature:

Authorized Signatory's Name and Designation:

Note: The Bidder shall necessarily provide a copy of 'Power of Attorney' authorizing the signatory for signing the Bid on behalf of the Bidder in its Pre-Qualification Bid



Form 7 : Approach & Methodology

RFP NO _____ **date** _____

Brief description about Approach, Methodology, work plan, understanding of the assignment, key Professional of the bidder, staff qualification and competency for the assignment in this form.

Signature of the Bidder
Date
Place

Company Seal



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Form 8 : Financial proposal Covering letter

<Location, Date>

To:

Managing Director
Odisha State Civil Supplies Corporation Ltd. (OSCSC)
Head Office C/2 Nayapalli, Bhubaneswar - 751012
EPBX - (0674) 2395391/2394956
Fax - (0674) 2395291/2390199

Subject: Submission of the Financial bid for <Provide Name of the Implementation Assignment>

Dear Sir/Madam,

We, the undersigned, offer to provide the Implementation services for <Title of Implementation Services> in accordance with your Request for Proposal dated <Date> and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of <Amount in words and figures>. This amount is inclusive of the local taxes.

1.PRICE AND VALIDITY

- a. All the prices mentioned in our Tender are in accordance with the terms as specified in the RFP documents. All the prices and other terms and conditions of this Bid are valid for a period of 180 calendar days from the date of opening of the Bid.
- b. We hereby confirm that our prices include all taxes. However, all the taxes are quoted separately under relevant sections.
- c. We understand that the actual payment would be made as per the existing indirect tax rates during the time of payment.

Cost head	Amount In Rs.
Management Cost (Service charges / overhead) of the Agency	
Any others Govt. taxes pl specify.....	
.....	
Total Charges in Rupees	

2. UNIT RATES

We have indicated in the relevant forms enclosed, the unit rates for the purpose of on account of payment as well as for price adjustment in case of any increase to / decrease from the scope of work under the contract.

3. DEVIATIONS

We declare that all the services shall be performed strictly in accordance with the Tender documents except for the variations and deviations, all of which have been detailed out exhaustively in the following statement, irrespective of whatever has been stated to the contrary anywhere else in our bid. Further we agree that additional conditions, if any, found in the Tender documents, other than those stated in deviation schedule, shall not be given effect to.

4. TENDER PRICING

We further confirm that the prices stated in our bid are in accordance with your Instruction to Bidders included in Tender documents.

5. QUALIFYING DATA

We confirm having submitted the information as required by you in your Instruction to Bidders. In case you require any other further information/documentary proof in this regard before evaluation of our Tender, we agree to furnish the same in time to your satisfaction.

6. BID PRICE



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We declare that our Bid Price is for the entire scope of the work as specified in the RFP. These prices are indicated Commercial Bid attached with our Tender as part of the Tender.

7. PERFORORMANCE SECURITY

We hereby declare that in case the contract is awarded .to us, we shall submit the Perforormance Security as specified in the RFP document. Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e., [Date].

We understand you are not bound to accept any Proposal you receive. We hereby declare that our Tender is made in good faith, without collusion or fraud and the information contained in the Tender is true and correct to the best of our knowledge and belief. We understand that our Tender is binding on us and that you are not bound to accept a Tender you receive.

Thanking you,

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:



REVISED REQUEST FOR PROPOSAL FOR SELECTING SERVICE PROVIDING AGENCY
Form-9 SERVICE AND CONFIDENTIALITY AGREEMENT

This Agreement is made on this _____ day of _____, 2015 at Bhubaneswar.

BY and BETWEEN

Odisha State Civil Supplies Corporation (OSCSC), C-2, Nayapalli, Bhubaneswar-751012 hereinafter referred to as “OSCSC” (which expression shall wherever the context so admits include its successors and assignees) of the **First Part**

AND

M/s _____, having his registered office at _____, hereinafter referred to as the “Agency/Service Providing Agency” (which expression shall wherever the context so admits include his employees, administrators and permitted assignees) of the **Second Part**

WHEREAS all the parts are hereinafter referred to as “Parties”;

WHEREAS OSCSC has awarded the Human Resource recruitment assignment to the Agency in order to facilitate the selection and recruitment of manpower for Odisha State Civil Supplies Corporation (OSCSC) on the terms and conditions contained in this Agreement.

All Annexure to this Agreement shall be integral part of this Agreement.

NOW THEREFORE, the parties hereby agree to be bound by the provisions set out in this agreement.

1. INTERPRETATION

- i. **Confidential Information:** “Confidential Information” means all information (whether in oral, written or electronic form) relating to applications of the candidates, particulars of Candidate Profiling, organisational information not in public domain, candidate assessment and valuation status before their official disclosure, due diligence and verification reports, information on internal process with regard to recruitment including the constitution of shortlisting and selection committees, minutes of the meeting(s) and other agnate materials including any notes or summaries derived from those materials of the Disclosing Party, but excludes any information that: (1) was lawfully in the possession of the Recipient before receiving it from the Disclosing Party; (2) is provided in good faith to the Recipient by a third party without breaching any rights of the Disclosing Party or any other party; (3) is or becomes generally available to, or accessible by, the public through no fault of the Recipient; (4) is independently developed by the Recipient without use of the disclosed Confidential Information or is required by public authority, by law or decree.
- ii. **Headings and subheadings are for convenience only.**

2. TERMS OF ASSIGNMENT

The Agency shall be entitled to the fees and reimbursement for all pre-approved expenses incurred in the performance of its duties, upon submission and approval of written statements and/or receipts in accordance with the then regular procedures of the OSCSC. The deliverables of the assignment are stated in the details at **Annexure 1**. The Agency shall periodically report and the OSCSC shall periodically review the status of the assignment.

3. RESPONSIBILITIES OF THE AGENCY

The Agency shall;

- a. The details of scope of work as defined in RFP above shall be the sole responsibility of the SPA.
- b. To prepare the three set of question papers for each set of examination for each post and to hand over the same 15days before the examination to OSCSC. The syllabus of the question papers (Preferably General knowledge, subject specific & Computer Test) shall be collected from OSCSC within 7 days after the valid contract agreement.



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- c. To collect the detail list of short listed candidates (Preferably the candidates equals to 8 times (1:8) of the vacancy against concerned posts shall be eligible for written tests) in the form of assigned code against each candidate from OSCSC.
- d. To design the admit card in consultation with OSCSC & to ensure the early reaching the same to the candidate concerned minimum before 7days of the examination.
- e. To provide one contact No for information to the candidate for enquiry for admit card to the candidates.
- f. To confirm the intimation to the candidates over phone for appearing the written examination & simultaneously the Technical test.
- g. To finalise the examination centers with accommodation of maximum 200 to 300 candidate for each post in one written examination centre and maximum of 100 candidate for technical examination in each centre.
- h. The examination centres shall be preferably either at central Bhubaneswar or as will be finalised on zonal basis keeping on base of No of candidates.
- i. To ensure adequate infrastructure facility at the examination venue and as well as where the SPA shall conduct the technical Test of the candidates.
- j. To ensure adequate confidentiality over the three set of question sets prepared and submitted at OSCSC Ltd.
- k. To finalise the examination centers preferably at easy transport locations and to submit a detail report to OSCSC.
- l. To provide adequate logistic support at the exam venue.
- m. To ensure adequate security provision at the examination venue.
- n. To collect all the examination papers from the candidates and to submit the same to OSCSC for decoding the same.
- o. To collect the decoded examination papers and to evaluate the same by its own professional and to submit the result of each candidate in appropriate format as will be given by OSCSC.
- p. To submit the scan copies of each answer sheets in pdf format in DVD/CD) which will be uploaded in the server for future compliances.
- q. To provide merit list of candidates equals to 3 times (1:3) of the vacancy against concerned posts.
- r. To keep the data base of each such activity for a minimum period of 7 Years for required compliances in future.
- s. To maintain adequate confidentiality about each such activity and about the candidates.
- t. To abide any other activity as will desired by OSCSC for better management of the services.
- u. Reports/deliverables required from the agency
 - i. Detail processes in place to enable HR selection and recruitment by OSCSC.
 - ii. Formulation of verifiable metrics for conduct of written examination.
 - iii. Effective compliance with government regulations
 - iv. Reports as and when required with regard to the present assignment
- v. It shall be the sole responsibility of the prospective Bidder(s) to check the web site from time to time for any amendment(s)/clarification in the RFP Document. In case of failure of prospective Bidder to get the amendments, if any, the Authority shall not be held responsible.
- w. The Service Provider/Service Providing Agency (SPA)will be responsible for strategic recruitment, timely placement and management of qualified, experienced professionals as per the criteria/ terms provided in the ToR.
- x. The SPA should adopt a transparent and competitive process of recruitment.
- y. The SPA will develop a recruitment plan, clearly listing out the activities involved in hiring process along with associated timeline for each activity.
- z. The SPA will conduct sourcing and recruitment process as per, Government rules and regulations .

4. RETURN OF MATERIALS

Upon the conclusion of the task or realisation of the objectives, the Agency undertakes to return or



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destroy all confidential information in physical form handed over by the OSCSC in relation to the services or which was generated by the Agency in the course of providing the services within a reasonable time period.

5. WAIVER AND ASSIGNMENT

Any waiver by the OSCSC of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision hereof. The Agency shall not have the right to assign its rights or obligations under this Agreement without the prior written consent of the Company.

6. EFFECT OF THIS AGREEMENT

- i. The Agreement shall be effective from the date of its signing by all the Parties. The Agreement shall be valid for Six months thereafter extensible as deemed necessary.
- ii. The duty of secrecy under this agreement will commence on the Effective Date and will subsist till such time the confidential information falls into the public domain whichever is earlier.
- iii. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall be deemed a single agreement.
- iv. The rights and remedies herein provided are cumulative with, and not exclusive of any rights or remedies provided by law.
- v. Once the objectives are realised within the time frame of Six months the assignment shall be treated as complete and the present contract will cease to exist.
- vi. No amendment or modification of this Agreement shall be valid unless the same is made in writing by all the Parties.

7. NOTICE

Any notices, consents, objections, demands, requests or other communications required or permitted to be given pursuant to this Agreement shall be in writing, and shall be sent by registered post, return receipt requested, to the addresses of the parties set forth in the heading to this Agreement. Either party may designate, by notice, a change of address hereunder.

8. SEVERABILITY

If any of the provisions of this Agreement are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.

9. Property Data

All documents and other information provided by *OSCSC Ltd.* or submitted by an Applicant to *OSCSC Ltd.* shall remain or become the property of *OSCSC Ltd.*. All information collected, analyzed, processed or in whatever manner provided by the Consultant to *OSCSC Ltd.* in relation to the Consultancy shall be the property of *OSCSC Ltd.*.

10. Penalty Clause

OSCSC Ltd. Expects basic service level from the Service Providing Agency (SPA): In case Service Providing Agency (SPA) fail to comply with the requirement given above a penalty of one percent of cost per day delay is more than ten days. The *OSCSC Ltd.* Reserves the right to terminate the contract by giving one month notice and also the Security amount deposited by the firm would be forfeited. **In the event of leakage of question paper or any irregularities in conducting the recruitment examination, the SPA or any of his employees involved in the matters, the SPA will be held responsible for the aforesaid irregularities and shall be criminally prosecuted as per Law.**

11. Use of Name, Trademark or Logo:

Neither party shall use the name, trademark, or logo of the other in any advertisement, press release, publicity or other materials printed or published with reference to this Agreement without the express written consent of the other, or as required by law or any governmental agency. Neither party shall disparage the other.

12. Refund of Performance Security:-

The Performance Security/ Performance Security (PGB) for a value equivalent to 10% of the total project cost amounting to Rs. _____ (Rupees _____ only) vide Bank Guarantee Document Reference DD No- _____ should remain valid for a period of _____



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Sixty days (60) beyond the date of completion of all contractual obligations of the agency. The performance security deposit shall be forfeited in case any terms and conditions of the contract are infringed or the agency fails to make complete supply satisfactorily or complete the work within the due date delivery /completion period agreed in the contract without prejudice to the OSCSC Ltd. (GoO) right to take further remedial actions in terms of the contract and bidding documents which formed a part of the contract.

13. **Any other activity**

Over and above these, as may be deemed necessary by the SP to meet the service levels and requirements specified in this Contract are also required to be performed by the SP at no additional cost.

14. **TDS:-**

Statutory Income Tax deduction as per the prevailing rate under Income Tax Act shall be charged from the invoiced fee for the assignment rendered to OSCSC Ltd each installment. TDS Certificate will be furnished as per existing laws. The responsibility of paying tax on total income and filing the Income Tax returns shall be of the Second Party.

15. **Restriction on Financing Faith-Based Activities:**

The SPA understands that OSCSC Ltd does not support activities with a significant religious or proselytizing purpose or content. OSCSC Ltd supports activities that have a secular purpose and which do not have the primary effect of advancing or inhibiting religion. If SP is a faith-based organization, SPA understands and agrees that it may use funds other than those provided through this agreement for religious or sectarian purposes, but these should be separated in time and place from AGREED – financed activities.

16. **Right to Terminate the Process :-**

- a) OSCSC may terminate the Contract process at any time and without assigning any reason thereof. OSCSC makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- b) OSCSC reserves the right to modify and amend any of the above-stipulated condition/criterion depending upon project priorities vis-à-vis urgent commitments.
- c) OSCSC may also reduce or increase the quantity of any item in the Scope of Work defined in the RFP. Accordingly total contract value may be changed on the basis of the rates defined in the financial proposal.

17. **Dispute Resolution Mechanism:-**

The SPA and OSCSC shall endeavour their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner:

- a) The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within **seven (7) days** of receipt of the notice.
- b) The matter will be referred for negotiation between OSCSC and the Authorized Official of the SPA. The matter shall then be resolved between them and the agreed course of action documented within a further period of **15 days**.

c) Arbitrator- In case the dispute is not resolved between OSCSC & the SPA, the matter may be referred to Commissioner-cum-Secretary, FS & CW Department for settlement and his decision shall be final & binding for both the parties.

18. **Force Majeure:-**

Force Majeure is herein defined as any cause, which is beyond the control of the SPA or OSCSC as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:

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



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not be liable for delay in performing his/her obligations resulting from any force majeure cause as referred to and/or defined above. Any delay beyond 30 days shall lead to termination of contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the contract.

19. **Compensation for Termination of Contract:-**

If the SPA fails to carry out the award / work order in terms of this document within the stipulated period or any extension thereof, as may be allowed by OSCSC without any valid reasons acceptable to OSCSC, OSCSC may terminate the contract after giving 1 months' notice, and the decision of OSCSC on the matter shall be final and binding on the SP. Upon termination of the contract, OSCSC shall be at liberty to get the work done at the risk and expense of the SP through any other agency, and to recover from the SP compensation or damages.

- a. Rates quoted by the agency against the tender notice (RFP) shall remain valid up to 6 months after award of contract or till successful completion of the terms & conditions as laid down in the contract agreement, as will be decided/ extended from time to time on mutual agreement there too, whichever is earlier. No request for increase in rates, if any, will be allowed or entertained during the contract period.
- b. The decision of MD, OSCSC Ltd. shall be final, binding and conclusive for all questions relating to the interpretation of the specifications or dispute on any clause(s) of the contract agreement.
- c. MD, OSCSC Ltd reserves the right to add/amend/ delete any of the terms & conditions as laid down herewith, for the sake of public interest during the contract agreement.
- d. Notwithstanding of the above, MD, OSCSC Ltd./GoO has got the right to cancel the order at any time if felt necessary without assigning any reason thereof.
- e. Any notice, request or approval required or permitted to be given or made when it shall have been delivered by hand, mail telex or cable to the party to which it is required to be given or made at such party's address specified below, or at such other address as the party shall have specified in writing to the party giving such notice, or making such request.
- f. Any information furnished in the technical bid & subsequent period there to, if found to be false, at any point of time is liable for rejection subject to forfeiture of demand draft / bank guarantee.
- g. The Managing Director, OSCSC LTD and the SP will make every effort to resolve amicably by direct negotiation, any disagreement or dispute arising between them under or in connection with the work assigned.

20. **Confidential Information:**

Either party may receive confidential information of the other party in connection with the performance of this Agreement. Neither party shall disclose the other party's confidential information to any person or other third-party or make use of such confidential information for its own purposes at any time without the owner's prior written consent; provided, however, that confidential information may be disclosed to government authorities if the disclosure is required by law and the disclosing party has provided the once notice and, if practicable, a reasonable opportunity to defend against such disclosure. Confidential information means any information (written, oral or observed) relating to: (a) donors and potential donors; (b) personal profiles of beneficiaries; (c) personal profiles of employees; (d) business and strategic plans; (e) finances; or (f) a relationship with any governmental entity. Confidential information also includes information specifically designated confidential by the owner or that the other party knows or reasonably should know is not generally known to the public. Upon the termination or expiration of this agreement, each party shall destroy or return such information of the other party in its possession, including copies and notes, and in the case of destruction, at the owner's request shall certify to such destruction. Notwithstanding the forgoing, confidential information shall not include any information that is generally known to the public or readily



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21. Assignment: -

The SPA may assign this Contract or sub-contract any portion of it in due consultation and with the 1st party's prior written consent only.

22. Law Governing Contract and Language:-

The Contract shall be governed by the laws of Government of India and the language of the Contract shall be English.

23. Executive Order on Terrorist Financing:

- a. By signing this Agreement, SP provides the certification set forth below:
- b. SPA to the best of its current knowledge, did not provide, within the previous ten years, and will take all reasonable steps to ensure that it does not and will not knowingly provide, material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated, or participated in terrorist act, as that term is defined in paragraph 3 below.
- c. "Material support and resources" means currency or monetary instruments or financial securities, financial services, lodging, training, expert advice or assistance, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation and other physical assets, except medicines or religious materials".
- d. "Terrorist act" means –
 - i. An act prohibited pursuant to one of the 12 United Nations Conventions and Protocols related to terrorism (see UN terrorism conventions internet site: <http://untreaty.un.org/English/Terrorism.asp>); or
- e. An act of premeditated, politically motivated violence perpetrated against non-combatant targets by sub national groups or clandestine agents; or
- f. Any other act intended to cause death or serious bodily injury to a civilian, or to any other person not taking an active part in hostilities in a situation of armed conflict, when the purpose of such act, by its nature or context, is to intimidate a population, or to compel a government or an international organization to do or to abstain from doing any act.
- g. "Entity" means a partnership, association, corporation, or other organization, group of subgroup.

24. Prevention of Corruption

SPA will comply with OSCSC LTD's Anti-Fraud and Anti-Corruption Policy. SP will not offer, give or agree to give, directly or indirectly, to OSCSC LTD, its employees, agents, contractors, associates, partners or vendors anything of value to influence improperly the actions of OSCSC LTD or any other party. SP shall ensure that its sub-contractors, if any, are aware of, and will comply with, OSCSC LTD's Anti-Fraud and Anti-Corruption Policy.

25. Code of Conduct:

SPA shall maintain and implement a written code of conduct that governs the performance of its employees engaged in awarding or administering contracts, and receiving gifts.

SPA represent and warrants in connection with its work and fund paid hereunder, that is:

- a) Shall not carry on propaganda or try to influence legislation of any government; or
- b) Shall not participate or intervene in (including no publishing or distributing statements concerning) any political campaign for or against any candidate for public office;



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- c) Shall not discriminate on the basis of race, colour, ethnicity, religion, national origin, gender, age, sexual orientation, marital status, citizenship status, disability, or military status;
 - d) Shall maintain and comply with a written code of conduct that prohibits giving anything of value, directly or indirectly, to any person or entity, including government officials, in the form of a bribe or lock back; establishes appropriate limitations on transactions with relatives or related businesses or ventures; and otherwise properly governs the performance of its employees engaged in soliciting, awarding or administering contracts, and receiving gifts. SP shall inform OSCSC LTD in writing of any violations relating to its obligations hereunder;
 - e) Shall perform and complete its work hereunder in accordance with generally accepted industry standards, practices and principles applicable to similar work;
 - f) Understands that OSCSC LTD supports activities that have a secular purpose and which do not have the primary effect of advancing or inhibiting religion. If SP is a faith-based organization, it understands and agrees that it may use its own funds or funds received from other sources for religious or sectarian purposes, but these should be separated in time and place from the activities performed hereunder;
 - g) Shall certify that it has not knowingly provided and will not knowingly provide, in violation of applicable laws, material support or resources to any individual or organization that advocates, plans, sponsors, engages in, or has engaged in an act of terrorism.
26. **Jurisdiction of the Court: - in the event if t any dispute arises out of this contract, the jurisdiction of the court shall be at Bhubaneswar for both the parties.**
27. **Amendment:-**
No such modification, variation or amendment to MSA shall have any force unless it is in writing and has been signed by the parties.
28. **Entire MSA:-**
The terms & conditions contained in this MSA constistute the entire MSA among the parties in connection with the subject matter hereof and shall supersede all previous negotiations, communications , MSAs or arrangements, either in oral or written, among the parties pertaining to such subject matter (s).
29. **Invalidity:-**
If any of the provisions of this MSA is or becomes invalid, illegal or unenforceable, the validity, legality of enforceability of the remaining provisions shall not be in any way be affected or impaired. Notwithstanding the forgoing, the parties shall thereupon negotiate in good faith in order to agree the terms of mutually satisfactory provisions, achieving as nearly as possible the same commercial effect, to be substituted for the provisions so found to be void or unenforceable.
30. **Exclusivity:-**
This MSA shall not be assigned in whole or in part by either party without prior written consent of the other party.
31. **Counterparts:-**
The MSA may be executed in two counterparts each of which when executed shall be in original, but both counterparts together shall constitute one and same MSA.
32. **No Other Relationship**
The Agency agrees that all Services will be rendered by him as an independent contractor and that this Agreement does not create an employer-employee relationship or business partnership between the parties.
33. **Payment :** The payment shall be released in instalments as per the approved rate contract on piecemeal basis of deliverables submitted by the SPA. However the SPA need to submit sufficient document in support of the invoice raised by the vendor.



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Category & Item	% of Cost	Payment Amount	Payment Schedule
Submission of Plan of Action for the Assignment with Detail of Professionals for Preparing Question Papers & Its Effective Management of Assignment	@10 %		The documentation shall be finalised & Incorporated in MSA copy after negotiation.
Submission of 3Sets of Question Papers for each post	@10 %		
Finalisation of Examination Centres to OSCSC with proper document	@15 %		
Design & Printing of Admit Cards & Delivery of the same to the candidates	@10 %		
Conducting the written Examination with Technical Test & Handover the same to OSCSC for Re-coding	@25 %		
Evaluation of Examination Papers & submission of Merit list of the candidates to OSCSC	@20 %		
Exit Management	@10 %		
Total In Rs.	@ 100%		

34. Liability of the Personnel :- all persons employed by the SPA shall be treated as their own employees/workers in all respect in the responsibility under the Workmen's Compensation Act-1923, Employees Provident Fund Act-1952, Maternity Beneficiary Act-1961, Contract Labour Regulation & Abolition Act-1970, Employees State Insurance Act-1948, Minimum Wages Act-1948 or any other similar enactments & rules made their under with up to date amendment in respect of all such person shall be that of the SPA.

In witness thereof, the _____ and the authorized signatory of this OSCSC LTD. have hereunto set their hands the day and year first above written. This is to declare that both the parties are agreed to accept the terms and conditions mentioned above and the contractor is putting his/her signature for acceptance of the said assignment at O/o the *Managing Director, OSCSC Ltd.*

Full Signature of 2nd Party

Full Signature of 1st Party

{ _____ }

{ **Managing Director, OSCSC**
C/2 Nayapalli, Bhubaneswar 751012, Odisha,
India }

Agreed and accepted:

(Individual)

Name: _____

Name: _____

Date: _____

Date: _____

Witness 1

Witness 1

Signature: _____

Signature: _____

Name: _____

Name: _____

Address: _____

Address: _____

Witness 2

Witness 2

Signature: _____

Signature: _____

Name: _____

Name: _____

Address: _____

Address: _____

Encl: Copy of these documents to be submitted during the time of agreement: 1. Acceptance Letter for Execution of the Contract.

2. Photocopy of Identity proof like PAN card/Voter ID/Driving Licence of the person concerned who wished to sign as witness from the I. Agency side.

*****&&*****