

No.

"Expression of Interest" in sealed cover is hereby invited from interested agencies to be engaged to register company for Sankalp Kendrapara Project implemented by SIDAC for a period of 6 months.

For Details of EoI, ToR, etc. please visit the website http://www.sidacodisha.org.in. The last date for submission of EoI at the office of SIDAC, Handicrafts Complex, Gandamunda, Khandagiri, Bhubaneswar. Ph: 0674-2350318 is upto 05:00 pm on 22nd Sep, 2021. The details of EOI will be available on the website w.e.f.1st Sep, 2021.

Sd/-Member Secretary State Institute for Development of Arts & Crafts Handlooms, Textiles & Handicrafts Department, Govt. of Odisha Handicrafts Complex, Gandamunda, Bhubaneswar-750030 ENDICE: Tel. No.+91 (0) 674 2350318,E-mail: sidacorissa@gmail.com, www.sidacodisha.org.in

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# **EXPRESSION OF INTEREST**

# FOR

## SELECTION OF AGENCY TO REGISTER COMPANY

FOR

## SANKALP KENDRAPARA PROJECT



State Institute for Development of Arts & Crafts (SIDAC)

Handicrafts Complex, Gandamunda, Bhubaneswar-30

Tel: (0674) 2350318

E-mail: <a href="mailto:sidacorissa@gmail.com">sidacorissa@gmail.com</a>, <a href="mailto:sankalp.kendrapara@gmail.com">sankalp.kendrapara@gmail.com</a>, <a href="mailto:sankalp.kendrapara@gmail.com">sankalp.kendrapara@gmail.com</a>, <a href="mailto:sankalp.kendrapara@gmail.com">sankalp.kendrapara@gmail.com</a>, <a href="mailto:sankalp.kendrapara@gmail.com">sankalp.kendrapara@gmail.com</a>, <a href="mailto:sankalp.kendrapara@gmail.com">sankalp.kendrapara@gmail.com</a>, <a href="mailto:sankalp.kendrapara@gmail.com">sankalp.kendrapara@gmail.com</a>)</a>



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#### EXPRESSION OF INTEREST FOR SELECTION OF AGENCY TO REGISTER COMPANY FOR SANKALP KENDRAPARA PROJECT

No. 1856

#### Date: 31.08.2021

State Institute for Development of Arts & Crafts (SIDAC) on behalf of Handlooms, Textiles & Handicrafts Department, Govt. of Odisha is the implementing partner of Sankalp Kendrapara Project for development of Golden Grass craft clusters in Kendrapara, Odisha.

Expression of Interest (EOI) in sealed cover along with requisite documents are invited from interested agencies to be engaged as agency to register company for Sankalp Kendrapara Project for the duration of 6 months.

The Bid Document can be downloaded from the website: **www.sidacodisha.org.in**. The bidder has to submit the cost of document i.e., Rs.500/- in shape of DD favoring Member Secretary, SIDAC with the technical bid. The last date of receipt of the sealed offers in the office at SIDAC is up to 5pm **on dt. 22.09.2021** by **Speed Post/ Registered Post/ Courier** only. The "Technical Bids" will be opened at 11 am **on dt. 24.09.2021** in presence of the bidders or their authorized representatives. The "Financial Bids" of qualifying bidders will be opened on suitable date and time under intimation to the qualified bidders.

The bidders have to submit documents as specified along with technical bid in conformity with the detail terms & conditions in bid documents.

The authority reserves the right to accept or reject any or all the offers without assigning any reason thereof.

-Sd-Member Secretary



# DATA SHEET

Sl. No.	Particulars	Details
1	Name of the Client	State Institute for Development of Arts & Crafts (SIDAC), Handlooms, Textiles & Handicrafts Dept., Govt. of Odisha
2	Method of Selection	QCBS
3	Date of Issue of EOI	31.08.2021
4	Deadline for receipt of Proposal	22.09.2021
5	Date of opening of Technical Proposal	24.09.2021
6	Date of opening of Financial Proposal	Will be intimated to the technically qualified bidders separately.
7	Expected date of commencement of assignment	As per agreement
8	Bid document Fee (Non-Refundable)	Rs 500/- (Rupees Five Hundred) only in shape of DD favouring Member Secretary, SIDAC drawn in any scheduled commercial bank payable at Bhubaneswar.
9	Earnest Money Deposit (EMD)* *Refundable subject to satisfactory performance & compliance to laid down conditions.	Rs. 10,000/- (Rupees Ten Thousand only) in shape of DD favouring Member Secretary, SIDAC drawn in any scheduled commercial bank payable at Bhubaneswar.
10	Contact Person	<ol> <li>Sri Ramakant Khatoi Contact No: 9937489814 Email: sidacorissa@gmail.com</li> <li>Saneeya Singh Contact No: 9819756276 Email: sankalp.kendrapara@gmail.com</li> </ol>
11	Postal Address for submission of Proposal	Member Secretary, State Institute for Development of Arts & Crafts, Handicrafts Complex, Gandamunda Khandagiri, Bhubaneswar Odisha-751030 Phone: 0674-2350318 Email: sidacorissa@gmail.com
12	Mode of Submission of proposal	Speed Post/ Registered Post/ Courier only to the address as specified at Sl. No 11 during the office hour only. Submission of bid through any other mode and late bid will be rejected.
13	Place of opening of proposal	Conference Hall, SIDAC, Bhubaneswar
14	Website to visit for download of bid document.	www.sidacodisha.org.in

# EXPRESSION OF INTEREST FOR SELECTION OF AGENCY TO REGISTER COMPANY FOR SANKALP KENDRAPARA PROJECT

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## TERMS OF REFERENCE

### 1. Introduction- SIDAC

- 1.1. "State Institute for Development of Arts & Crafts" (SIDAC) is an organization under Handlooms, Textiles & Handicrafts Department Government of Odisha, registered under societies registration Act XXI of 1860 bearing no 21959/137 of 2004-05 dated 15.10.2004 with its registered office at Handicrafts Complex, Gandamunda, Bhubaneswar.
- 1.2. It has been created to function as an autonomous agency for all round development of Handicraft sector of the state such as: survey and diagnostic study of crafts and craft clusters, capacity building of artisans/ entrepreneurs, cluster development programs, skill upgradation training, organizing design development program, facilitation for export marketing, participation in international level trade fairs, organization of national level exhibitions, enterprise development, revival of languishing craft, craft documentation, establishing common facility center, GI and IPR registration of crafts & artisan welfare.
- 1.3. SIDAC is the implementing partner for the Sankalp Kendrapara Project on behalf of the Handlooms, Textiles and Handicrafts Department, Government of Odisha

#### 2. Introduction - Sankalp Kendrapara Project

- 2.1. The Skills Acquisition and Knowledge Awareness for Livelihood Promotion (SANKALP) project implements the mandate of the National Skill Development Mission (NSDM), which was launched by Ministry of Skill Development & Entrepreneurship (MSDE), through its core sub-missions. The project is implemented in mission mode through World Bank support and is aligned with the overall objectives of the NSDM.
- 2.2. The Sankalp Kendrapara Project is a pilot project being implemented in different locations in Kendrapara district in Odisha. The project focuses on the execution of comprehensive interventions across a natural fibre craft, Golden Grass in Kendrapara district, Odisha. The predicted/expected impact numbers are 3128 artisans across 35 villages over a span of 2 years.

#### 3. Objective

- 3.1. SIDAC intends to select and engage an agency to register a company in Kendrapara for Golden Grass with the following specifics:
  - 3.1.1. An artisan run company is to be formed for golden grass products in Kendrapara.
  - 3.1.2. The company will encompass all existing producer groups/self-help groups and become a singular front for all production and sales activities in the cluster.
  - 3.1.3. The company will be headquartered in Kendrapara and all members/directors will be from the community.
  - 3.1.4. The structure of the company is to be formed in adherence to all government norms and regulations.
  - 3.1.5. All documentation and registration of the company has to be executed and completed with proper communication with district and state administration.

#### 4. Duration

- 4.1. 6 months from date of agreement
- 4.2. The duration is non-negotiable

### 5. Scope of Work

5.1. The agency to register company would be required to provide end-to-end services for all aspects of the scope of work for a duration of approximately 6 months. The detailed scope of work, which inter alia includes but is not limited to is the following:

The scope of work has been divided across 4 segments which need to be adhered to while working on-ground in the cluster:

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- 5.1.1. Company structuring
- 5.1.2. Company registration
- 5.1.3. Company sustenance and financial skilling
- 5.1.4. Credit Facilitation

#### 5.2. Company Structuring

- 5.2.1. The structure of the company is to be developed to ensure long term viability of the company.
- 5.2.2. The structure of the company is to be formed in adherence to all government norms and regulations.
- 5.2.3. The minimum number of members and directors have to be identified in coordination with district administration
- 5.2.4. The structuring and other detailing has to be completed within 20 days of signing of agreement.
- 5.2.5. *Quantifiable deliverables* 5.2.5.1. Company structure-1

#### 5.3. Company Registration

- 5.3.1. Register a suitable type of company for the Golden Grass artisans of Kendrapara
- 5.3.2. The company may be a community owned company or any other form of company best suited to the nature of work
- 5.3.3. The company will encompass all existing producer groups/self-help groups and become a singular front for all production and sales activities in the cluster.
- 5.3.4. The company will be headquartered in Kendrapara and all members/directors will be from the community as registered under the Sankalp Kendrapara project.
- 5.3.5. All documentation as needed for registration of the company has to be executed and completed with proper communication with district and state administration.
- 5.3.6. All legal and financial matters related to the company have to be executed systematically and transparently.
- 5.3.7. All matters of taxation related to the company and products have to be executed systematically and transparently.
- 5.3.8. All documents once filed have to be delivered to the district administration and state administration in duplicate. Soft copies of all documents have to also be submitted.
- 5.3.9. The registration of the company has to be completed within 20 days of the structure approval.
- 5.3.10. *Quantifiable deliverable*

5.3.10.1. Registration of company- 1

#### 5.4. Company Sustenance and financial skilling

- 5.4.1. Members have to be added/removed as and when needed for the duration of the contract
- 5.4.2. Taxation, filing, documentation work has to be executed as needed for the duration of the contract.
- 5.4.3. A format has to be developed to ensure all legal and financial processes are transparent, easy to understand and execute after exit of agency.
- 5.4.4. The structure, rules and regulations of the company and any other details as felt necessary have to be communicated with all members, directors clearly via a workshop and written/audio/visual material.
- 5.4.5. Members and directors have to be skilled in GST, taxation and any other financial matters as needed to run the company

- 5.4.6. *Ouantifiable deliverables* 
  - 5.4.6.1. Format for legal and financial documentation
  - 5.4.6.2. Company rules and regulations, structure, etc. workshop-1
  - 5.4.6.3. GST, Taxation and financial literacy workshop-1
  - 5.4.6.4. Duration of execution- 2 days (non-consecutive 1 main skilling workshop for 60 artisans minimum and 1 community session for 240 artisans minimum via 60 skilled artisans)
  - 5.4.6.5. Number of artisans- 300 minimum
  - 5.4.6.6. All main skilling workshops have to be executed by month 4 of contract duration.

#### 5.5. Credit Linkage

- 5.5.1. Information regarding incentives and schemes have to be communicated for the duration of the contract.
- 5.5.2. Credit linkage facilities have to be put in place for all members of the company
- 5.5.3. Credit linkage has to be executed in collaboration with district administration
- 5.5.4. Assistance for all credit linkage activities has to be provided for as many artisans as needed
- 5.5.5. Quantifiable deliverables
  - 5.5.5.1. Credit linkage & incentives/schemes workshop-1
  - 5.5.5.2. Duration of execution- 2 days (non-consecutive 1 main skilling session and 1 revision session)
  - 5.5.5.3. Number of artisans- All members of company. Minimum 60
  - 5.5.5.4. Main credit linkage & incentives/schemes workshop has to be executed by month 5 of contract duration.

## 6. Eligibility Criteria

The agency, registered under the relevant acts, has to fulfill the below mentioned eligibility criteria:

- 6.1. The agency must have past experience in working with company registration/legal and financial matters related with companies/ credit linkage with govt. /non-govt. organizations. General
- 6.2. The turnover of the agency for each financial year 2018-19, 2019-20 should be at least INR 15 lakhs.
- 6.3. The agency must have undertaken a minimum of 3 similar assignments in company registration in farm/ off farm sectors for a state govt./central govt./ PSU in the past 5 years up to March 2021
- 6.4. The agency must have undertaken a minimum of 1 similar assignment in credit linkage/ financial literacy skilling with a state govt./central govt./ PSU in the past 5 years up to March 2021
- 6.5. Preference will be given to an agency that has undertaken a minimum of 1 similar assignment in company registration/legal and financial matters related with companies/ credit linkage in the handicrafts & handlooms sector with a state govt./central govt./ PSU in the past 5 years up to March 2021
- 6.6. The agency should have at least 15 employees on its payroll as of March 2021 that look after company registration/legal and financial matters related with companies/ credit linkage. <u>Start-up agencies</u>
- 6.7. The agency should have proper documentation for organization since registration. Registration should be under Government of India or government of Odisha. Only registered organizations will be considered for evaluation.
- 6.8. All documents related to turnover of the agency for all financial years should be submitted along with all necessary certificates. Preference will be given to organizations with more than cumulative 10 lakh turnover.

6.9. The agency must have undertaken a minimum of 2 similar assignments in company registration in farm/ off farm sectors for a state govt./central govt./ PSU since inception.

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- 6.10. The agency must have undertaken a minimum of 1 similar assignment in credit linkage/ financial literacy skilling with a state govt./central govt./ PSU since inception.
- 6.11. Preference will be given to an agency that has undertaken a minimum of 1 similar assignment in company registration/legal and financial matters related with companies/ credit linkage in the handicrafts & handlooms sector with a state govt./central govt./ PSU since inception.
- 6.12. The agency should have at least employees with the following credentials on its payroll as of March 2021:
  - 6.12.1. CA with FCA/ACA at least 3 years of experience- 2 minimum
  - 6.12.2. Lawyers/ manpower with LLB degree with at least 3 years of experience- 1 minimum
  - 6.12.3. Manpower with M. Com- 1 minimum
  - 6.12.4. Manpower with B. Com- 1 minimum

### 7. Terms and condition for applying

- 7.1. This Bid document will be received in sealed cover super scribed "**Expression of Interest for selection of agency to register company for Sankalp Kendrapara Project**" (containing sealed technical bid and financial bid in separate sealed covers) by the office at State Institute for Development of Arts & Crafts (SIDAC), Gandamunda, Khandagiri, Bhubaneswar up to 5.00 PM on dt 22<sup>nd</sup> Sep' 2021.
- 7.2. The agencies must submit their proposal by **Speed Post/ Registered Post/ Courier only** to the address as specified at **Sl. No. 11 of the DATA SHEET** during the office hour only on or before the last date and time for submission of proposal as specified at **Sl. No. 4 of the DATA SHEET**. Submission of proposal through any other mode and late bid will be rejected. The client will not be responsible for postal delay/ any consequence in receiving of the proposals.
- 7.3. The agency shall deposit earnest money as prescribed in the EOI as a guarantee of good faith. The amount will be counted towards security for due performance of the contract. In the event of refusal to execute the agreement in schedule time, the same will be forfeited. If the offer of the agency is not accepted, the earnest money will be refunded without any interest.
- 7.4. The above deposit of agency shall remain as security for the due rendering of services. On successful completion of the event, the same will be refunded as per agreement.
- 7.5. The agency may travel to Kendrapara to obtain any information they may consider necessary before submission of the bid documents. This may be done on their own expenses.
- 7.6. In view of the covid19 pandemic and the uncertain situation caused by lockdowns and disruption, all communication would be through email and phone. No hard copies would be sent by post. Hence, the agencies are advised to provide at least 2 email addresses.
- 7.7. Communication by email from the authorized email address of SIDAC (sidacorissa@gmail.com) would be treated as full and final communication in all respect.

#### 8. Selection of agency to register company

- 8.1. The agency will be selected on the basis of Quality cum Cost Based Selection (QCBS) mode with weightage ratio 70:30 (Technical: Financial) assessed by the designated committee.
- 8.2. The technical bid will be opened first by a designated committee on a pre-decided date and time.
- 8.3. The bidders will be called for interaction with the Evaluation committee where they will present their credentials as the agency to register company for Sankalp Kendrapara Project.
- 8.4. The bidders will be required to present their submitted presentation in front of the Evaluation committee for evaluation.
- 8.5. The technically qualified bidders will be notified about the financial bid opening date and time via email.
- 8.6. The financial bid of the qualified bidders only will be opened by a designated committee on the pre-decided date and time.

8.7. The qualified bidders will be notified of the selection results via email.

# 9. Technical Bid

9.1. The bidder has to submit the Technical Bid in the prescribed format i.e., Covering letter and other information as per the "Annexure-IV" along with following documents fulfilling the eligibility criteria.

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- 9.1.1. Demand Draft of Rs. 500/- (Rupees five hundred) only in favour of Member Secretary, SIDAC, drawn in any scheduled commercial bank payable at Bhubaneswar towards bid document cost.
- 9.1.2. Earnest Money in form of a demand draft of Rs. 10,000/- (Rupees Ten Thousand) only in favour of Member Secretary, SIDAC, drawn in any scheduled commercial banks payable at Bhubaneswar.
- 9.1.3. Valid registration certificate of the bidder towards its constitution
- 9.1.4. GST Registration Certificate and up-to-date returns of the last two financial years (i.e., 2019-20, 2018-19/ since inception)
- 9.1.5. CA certified Balance Sheet & Documents to be furnished regarding the turnover for the last two assessment years (i.e., 2019-20, 2018-19/ since inception)
- 9.1.6. Copy of PAN Card and up to date return copy of Income Tax for the last two assessment years (i.e., 2020-21, 2019-20/ since inception)
- 9.1.7. All documents as required to show proof of work against points mentioned under Pt. 6.
- 9.1.8. Detailed profile of the bidder including the list of manpower & their qualifications
- 9.1.9. Power of Attorney in favour of the person signing the bid on behalf of the bidder.
- 9.1.10. Undertaking that no criminal case is pending with the police at the time of submission of bid. (Annexure-I).
- 9.1.11. Undertaking in shape of affidavit for not have been blacklisted by any Central/ State Govt/ any autonomous bodies during the recent past (Annexure-II).
- 9.1.12. Undertaking regarding trueness and correctness of the information submitted by the firm (Annexure-III).
- 9.1.13. The bid submission checklist (Annexure-VII).
- 9.2. All the bidder shall be required to make presentations of maximum twenty minutes to demonstrate their credentials and the relevant concepts for the scope of work listed under Pt. 5. The soft copy & hardcopy of the PPT to be submitted in the technical bid. The presentations shall broadly cover the following aspects.
  - 9.2.1. Brief company structure plan
  - 9.2.2. Brief company registration plan
  - 9.2.3. Brief sustenance & skilling plan
  - 9.2.4. Associations and partnerships regarding credit linkage
  - 9.2.5. Deliverables and time schedule
  - 9.2.6. Profile of manpower to be associated with the project
  - 9.2.7. Example of previous assignments and specific achievements if any.
- 9.3. Anyone found guilty of furnishing false information shall be blacklisted by the H.T.&H. Department, Govt. of Odisha and EMD or performance bank guarantee or both of such agencies shall be forfeited.

## 10. Evaluation of Technical Bids

- 10.1. The technical bid will be evaluated on the basis of bid documents submitted by the bidders and presentation before the committee considering all aspects of eligibility criteria and experience.
- 10.2. The Technical Bid scoring (TBs) of bidders shall be as per the mark scoring methodology of QCBS method. The committee members/ technical team shall assess the technical presentation and assign marks.

# 10.3. Scoring Method: General

Description of components for marking	Scoring mode	Max. Marks
Turn Over	INR 15 Lakhs- 10 marks	15
	*1 mark will be added to 10 marks for each additional 1 Lakh	
	1 mark will be daded to 10 marks for each dadmonar 1 Each	
	Maximum marks- 15	
Details of manpower	15 employees on its payroll as of March 2021 that look	15
-	after company registration/legal and financial matters	
	related with companies/ credit linkage 10 marks	
	16 employees and above- 5 marks	
	*5 marks will be added to 10 marks	
	Maximum marks- 15	
Past Work experience: Nos of	3 similar assignments in company registration in farm/ off	15
similar projects undertaken	farm sectors for a state govt./central govt./ PSU in the past	
	5 years up to March 2021-10 marks	
	4 assignments and above- 5 marks	
	*5 marks will be added to 10 marks	
	Maximum marks- 15	
Past Work experience: Nos of	1 similar assignment in credit linkage/ financial literacy	15
similar projects undertaken	skilling with a state govt./central govt./ PSU in the past 5	
	years up to March 2021- 10 marks	
	2 assignments and above- 5 marks	
	*5 marks will be added to 10 marks	
	Maximum marks- 15	
Preference will be given to an	1 similar assignment in company registration/legal and	10
agency	financial matters related with companies/ credit linkage in the	
	handicrafts & handlooms sector with a state govt./central govt./	
	PSU in the past 5 years up to March 2021- 5 marks	
	2 assignments and above- 5 marks	
	*5 marks will be added to 5 marks	
	Maximum marks- 10	
Presentation	Presentation as mentioned under Pt. 9.2	30
	Total	100

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# 10.4. Scoring Method: Start-up

<b>Description of components</b>	Scoring mode	Max.
for marking		Marks
Document submission	All documents - 10 marks	10
Cumulative turnover	Cumulative INR 10 Lakhs & above- 10 marks	10

-	The agency should have the at least employees with the credentials as mentioned under Pt.6.12. on its payroll as of March 2021- 10 marks	10
similar projects undertaken	farm sectors for a state govt./central govt./ PSU since inception-10 marks	15
	More than 2 assignments- 5 marks *5 marks will be added to 10 marks Maximum marks- 15	
Past Work experience: Nos of similar projects undertaken	1 similar assignment in credit linkage/ financial literacy skilling with a state govt./central govt./ PSU since inception - 10 marks	15
	More than 1 assignment- 5 marks *5 marks will be added to 10 marks	
	Maximum marks- 15	
	1 similar assignment in company registration/legal and financial matters related with companies/ credit linkage in the handicrafts & handlooms sector with a state govt./central govt./ PSU since inception- 5 marks	10
	2 assignments and above- 5 marks *5 marks will be added to 5 marks Maximum marks- 10	
	Presentation as mentioned under Pt. 9.2	30
I resentation	Total	100

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#### 10.5. Bench Mark Score

- 10.5.1. The bidder is required to achieve a minimum score of 70 marks (Bench Mark Score).
- 10.5.2. The bidder securing less than the Bench Mark score will be rejected outright. Only those bidders that have achieved at least the Bench Mark Score in "Technical Bid" evaluation will qualify for opening of their Financial Bids.

#### 10.6. Financial Bid

- 10.6.1. The **Financial Bid** shall be the lump-sum quote <u>including GST</u> for the scope of work mentioned in the EOI Bid Documents to be submitted in the prescribed format (Annexure-V) which is to be submitted with the prescribed Covering Letter as per the Annexure-VI)
- 10.6.2. The financial bid provided should be inclusive of all costs for execution of all services as mentioned under scope of work under Pt. 5.

#### 10.7. Evaluation of Financial Bids

10.7.1. The Financial Bids in respect of the qualified bidder in achieving the bench mark score of **70 mark** in "Technical Bid" would be opened on the scheduled date and time.



10.7.2. The lowest financial bid will be given a **Financial Bid score (FBs)** of 100 Marks. The final score of other FBs will be computed as follows

$$FBsl = \frac{100 \text{ x } FBs}{F1}$$

### (Fl = amount of financial bid of corresponding participant)

### 10.8. Combined and final Evaluation

10.8.1. The offers of the qualified bidders will be finally ranked according to their combined Technical Bid Scores and financial Bid Score as follows:

#### CS = TBs X Tw + FBs X Fw

10.8.2. Where CS is the combined score and Tw & Fw are weightages assigned to Technical Bid and Financial Bid score that shall be 0.70 & 0.30 respectively i.e in the weightage ratio of 70:30. <u>Selection of the bidder shall be solely basing on the highest combined score (CS).</u>

#### 11. Terms & Conditions for selected bidder:

- 11.1. Selected bidder has to abide by any conditions / alterations as imposed by the authority time to time.
- 11.2. The selected bidder will nominate a coordinator who shall be stationed at Bhubaneswar/ Kendrapara and shall be responsible for immediate interaction with the district/state office as and when required.
- 11.3. SIDAC/DIC will provide bare minimum space and furniture subject to availability if the selected bidder decides to work in the office. However, the selected bidder is not restricted to working in the office and has the freedom to work in its own office.
- 11.4. If any loss or damage is caused the same shall be recovered from the unpaid bills or adjusted from the performance security deposit.
- 11.5. Applicable income tax, shall be deducted at source from all accepted payments, in accordance with the provisions of Income Tax Act, 1961 as amended from time to time.
- 11.6. SIDAC would not be responsible for providing lodging and boarding either at Bhubaneswar or Kendrapara. Arrangements must be made by selected bidder.
- 11.7. The selected bidder may be engaged for other projects under the H.T.& H dept. on similar terms and conditions after mutual negotiation.
- 11.8. In view of the covid19 pandemic and the uncertain situation caused by lockdowns and disruption, all communication would be through email and phone. No hard copies would be sent by post. Hence, the selected bidder is advised to provide at least 2 email addresses that they will access on a regular basis.
- 11.9. Communication by email from the authorized email address of SIDAC (sidacorissa@gmail.com) would be treated as full and final communication in all respect. The Performance Guarantee (PBG)
- 11.10. The selected bidder shall have to sign an agreement in Non-Judicial Stamp paper of appropriate value with deposit of 10% of the contract value in shape of Performance Bank Guarantee towards performance security within 3 days after acceptance of the EOI proposal.
- 11.11. The Performance Security includes the amount deposited at EMD with the EOI document.
- 11.12. Failure to comply with the conditions of the agreement shall constitute sufficient ground for the forfeiture of the PBG.
- 11.13. No interest shall be paid on the PBG. The PBG shall be refunded after successful completion of the event.
- 11.14. In case of breach of any terms & conditions, the performance security deposit of the selected bidder shall be liable to be forfeited besides annulment of the agreement.

11.15. Contract Negotiation, if required will be held at a date, time and address under intimation to the selected bidder. Representative conducting negotiations on behalf of the bidder must have written authority to negotiate and conclude a contract.

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### 12. Mode of Payment:

- 12.1. No advance will be paid to the agency for the work.
- 12.2. The terms for the release of payment are as follows:
  - 12.2.1. 15% of contract value shall be paid by SIDAC on completion, submission & approval of company structure.
  - 12.2.2. 25% of contract value shall be paid by SIDAC on completion, submission & approval of company registration.
  - 12.2.3. 20% of contract value shall be paid by SIDAC on completion, submission & approval of company sustenance and financial skilling.
  - 12.2.4. 20% of contract value shall be paid by SIDAC on completion, submission & approval of credit linkage.
  - 12.2.5. 20% of contract value shall be paid by SIDAC after deduction of penalty if any within 45 days of approval of the final report.
- 12.3. Deduction of tax at source, if applicable, shall be made at the appropriate rate, as per the prevailing law at the time of payment.
- 12.4. All payments will be done against submission & approval of report and followed by submission of invoice.
- 12.5. In case of failure to achieve 100% of each deliverable, the payment will be paid in accordance to the percentage achieved. The details of which will be elaborated in the agreement.

## 13. Governing Law and Penalty Clause:

- 13.1. The schedule given for delivery is to be strictly adhered to in view of the strict time schedule.
- 13.2. Any unjustified and unacceptable delay in delivery shall render the selected bidder liable for cancellation of the contract for pending activities and complete the same from any other agency.
- 13.3. SIDAC may deduct such sum from any money from their hands due or become due to the selected bidder.
- 13.4. The payment or deduction of such sums shall not relieve the selected bidder from the obligations and liabilities under the contract of prevailing laws of Government of India/ Government of Odisha.
- 13.5. Failure on selected bidder's part to furnish the deliverables as per the agreed time line will enforce a penalty @ 1% per week subject to maximum of 10% of the total contract value. The amount will be deducted from the subsequent payment. In addition, the Performance Bank Guarantee amount shall also be forfeited.
- 13.6. The decision of the authority placing the contract, whether the delay in development has taken place on account of reasons attributed to the selected bidder shall be final. The authority reserves the right to reject any or all the offers without assigning any reason thereof. <u>Dispute Resolution</u>
- 13.7. Any dispute arising out of the EOI, the decision of the Commissioner- cum- Secretary to Government, Handlooms, Textiles and Handicrafts Department, Government of Odisha shall be final & binding.
- 13.8. In case of a dispute, it will be governed by the laws of the court in Bhubaneswar.

\*\*\*\*\*\*



Annexure-I

## **UNDERTAKING**

(On the Bidder's Letter Head regarding not have any pending judicial proceedings for any criminal offence)

I, hereby undertake that there is no criminal case pending in any Court of Law against our agency or against the Proprietor/ Director/ Persons to be deployed by our agency.

I/ we further certify that Proprietor/ Director/ Persons to be deployed by our company have not been convicted of any offence in any Court of Law during the recent past. I understand that I am fully responsible for the contents of this undertaking and its truthfulness.

Yours sincerely,

Authorized Signature (in full and initials)

Name and Designation of the Signatory:



Annexure-II

### **UNDERTAKING**

(On the Stamp Paper of appropriate value in shape of affidavit from the Notary regarding nonblacklisting)

I, hereby undertake that, our agency has not been blacklisted/ debarred by any of the Central Government/ State Government Department/ Office or by any Public Sector undertaking (PSUs) and not blacklisted by any authority during the recent past.

Yours sincerely,

Authorized Signature (in full and initials)

Name and Designation of the Signatory:



**Annexure-III** 

## **UNDERTAKING**

(On the Bidder's Letter Head regarding trueness of the submitted information)

I hereby declare that all the information and statements provided in the technical proposal are true and correct and I accept that any misinterpretation contained in it may lead to disqualification of our proposal.

Yours sincerely,

Authorized Signature (in full and initials)

Name and Designation of the Signatory:

### **Annexure-IV**



#### **TECHNICAL BID COVERING LETTER** (ON BIDDER LETTER HEAD)

[Location Date] To [Name and Designation of Tender Inviting Authority] (Office Address and Location]

Sub: - Tender for Selection of agency to register company for Sankalp Kendrapara Project (Technical Proposal).

Sir,

I, the undersigned, offer to participate in the tender process to provide services in accordance with your EOI Notice No.: \_\_\_\_\_ Date\_\_\_\_\_. We are hereby submitting our proposal, which includes Technical Proposal sealed in an envelope.

I, hereby declare that all the information and statements provided in the technical proposal are true and correct and I accept that any misinterpretation contained in it may lead to disqualification of our proposal.

I, hereby unconditionally undertake to accept all the terms and conditions as stipulated in the EOI document. In case any provision of this tender is found violated by our agency, then your office shall have the rights to reject our proposal including forfeiture of the earnest money deposit absolutely. I remain,

Yours faithfully,

Authorized Signatory with Date and Seal

Name and Designation of the Signatory:



Sl. No	Specification	Details
1	Name of the Bidder	
2	Details of Bid Document Cost	DD No:
	(Demand Draft Details)	Date:
		Amount(Rs.)
		Drawn on Bank.
3	Details of EMD: (Demand Draft Details)	DD No:
		Date:
		Amount(Rs.)
		Drawn on Bank.
4	Name of the Director/ Proprietor	
5	Full Address of Registered Office if any	Postal Address:
5		i obtai i idaless.
		Telephone No.
		FAX No.
		E-Mail Address
6	Name & telephone number of the authorized person	
	signing the bid	
7	Bank Name	Account Number:
		Bank and Branch Name:
		IFSC Code
8	PAN No. (Attach self attested copy )	
9	GSTIN (Attach self attested copy)	
10	Acceptance to all the terms & conditions of the tender	
	(Yes/No)	
11	Power of Attorney/authorization letter for signing of	
	the bid documents (submitted/ not submitted)	
12	Please submit an undertaking that no criminal case is	
	pending with the police at the time of submission of	
	bid. (submitted/ not submitted)	
13	Kindly mention the total number of pages in the	
	tender document	
14	No. of Samples of Previous Work done	

15. Details of the similar type service provided by the bidder in last 5 years/ since inception as requested in the eligibility criteria:

Period	Name of Authority	• 1	Contract	Dura	tion
	with complete address & Phone No.	provided with details of manpower/ machinery deployed		From	То

ଏଂକଳ୍ପ

16. Financial Turnover of the bidder for the last 2 financial years/ since inception.

Financial Year	Turn over Amount (in INR)	Average Turnover (in INR)
FY1 (2019-20)		
FY2 (2018-19)		

#### 17. Declaration

I, Shri\_\_\_\_\_, Son/ Daughter/ Wife of Shri\_\_\_\_\_\_Proprietor/ Director/ Authorized signatory of \_\_\_\_\_\_(Name of the Service Provider), competent to sign this declaration and execute this tender. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them.

The information and documents furnished along with the tender are true and authentic to the best of my knowledge and belief. I am well aware of the fact that, furnishing of any false information/ fabricated document would lead to rejection of our tender at any stage besides liabilities towards prosecution under appropriate law.

(Signature of Authorized Representative with seal)
Place:
Date

Enclosures:

- i. Bid processing Fee in the form of Demand Draft in original.
- ii. EMD in the form of Demand Draft in original.
- iii. Copy of tender document (each page must be signed and sealed)
- iv. Duly filled Technical Bid
- v. List of Documents as applicable.



Annexure-V

#### FINANCIAL BID COVERING LETTER (ON BIDDER LETTER HEAD)

[Location Date]

То

[Name and Designation of Tender Inviting Authority] (Office Address and Location]

Sub:- Tender for Selection of agency to register company for Sankalp Kendrapara Project (Financial Proposal)

Sir,

I, the undersigned, offer to provide the services for (*insert title of the Service*) in accordance with your EOI No.:\_\_\_\_\_ Dated\_\_\_\_\_. Our attached financial price is *{insert amount(s) in words and figures} for the proposed service}*. This amount is inclusive of the taxes applicable as per GST Act. I do hereby undertake that, in the event of acceptance of our bid, the services shall be provided in respect to the terms and conditions as stipulated in the tender document.

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations. I have carefully read and understood the terms and conditions of the tender to provide the services accordingly.

I understand that you are not bound to accept any proposal you receive. I remain,

Yours faithfully,

Authorised Signatory (in full and initials)

Name and Designation of Signatory with Date and Seal:\_\_\_\_\_

Address of the Bidder:\_\_\_\_\_



### Annexure- VI

## FORMAT FOR FINANCIAL PROPOSAL

Name of the Project	Financial Quote	
	Amount in Figure & Word	
	(Inclusive of GST as applicable)	
Fees for the entire services as agency to register company for Sankalp Kendrapara Project		

Sl. No.	Deliverables	Rate
1	Company Structure	
2	Company Registration	
3	Company Sustenance and financial skilling	
4	Credit Linkage	

Authorised Signatory (in full and initials)

Name and Designation of Signatory with Date and Seal:\_\_\_\_\_

Address of the Bidder:\_\_\_\_\_



#### Annexure-VII

### **BID SUBMISSION CHECK LIST**

SL.NO	Description	Submitted	Page		
		(Yes/No)	No.		
1	TECHNICAL BID (ORIGINAL)				
1	Covering letter along with information in Bidders Letter Head				
2	Bid Processing Fee (Demand Draft)				
3	EMD (Demand Draft)				
4	Copy of Incorporation/ Registration Certificate				
5	Copy of the GST Registration Certificate and return copy for last 2 years till March 2020 (general- 2019-20, 2018-19; startup organizations- since inception)				
6	Copy of PAN Card and up to date return copy of Income Tax for the last two assessment years (general- 2020-21, 2019-20; startup organizations- since inception)				
7	Audited balance sheet of the firm for last two years (general-2019-20, 2018-19; startup organizations- since inception)				
8	Official turnover of the firm for the last two years (general-2019-20, 2018-19; startup organizations- since inception)				
9	The copy of completion certificates/ work orders in support of executing similar kind of projects/ assignments for past 5 years/since inception up to March'2021				
10	Power of Attorney in favour of the person signing the bid on behalf of the bidder.				
11	Undertaking for not have been black-listed by any Central/State Govt/any Autonomous bodies during the recent past				
12	Undertaking for not having any judicial proceedings pending against the bidder in the court of law.				
13	Undertaking regarding trueness of information submitted.				
14	Detailed profile of the firm including the list of manpower to be				
	associated with the project & their qualification.				
15	Presentation Soft copy & Hard copy				
	FINANCIAL BID (ORIGINAL)				
1	Covering Letter in Bidders Letter Head				
2	Duly filled in Financial Bid				

#### It is to be ensured that:

All information has been submitted as per the prescribed format only.

Each part has been separately bound with no loose sheets and each page of all the three parts are page numbered along with Index Page.

All pages of the proposal need to be sealed and signed by the authorised representative.

Authorised Signatory (in full and initials):\_\_\_\_\_

Name and Designation with Date and Seal:\_\_\_\_\_