

Tender Call Notice No.2016-17/04 Date- 09.06.2016

**LIMITED TENDER DOCUMENT**

**For**

**HIRING OF AGENCY FOR CONDUCTING CAPACITY BUILDING PROGRAMME AT DIFFERENT ZONES OF OLM**

ODISHA LIVELIHHOODS MISSION,

PANCHAYATI RAJ DEPARTMENT

1ST FLOOR OF MGNREGS BUILDING, SIRD CAMPUS,

UNIT-8, BHUBANESWAR-751012, email- smmu.olm@gmail.com,

Tel- 06742560126

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**INVITATION FOR BIDS (IFB)**

**SCHEDULE FOR INVITATION OF TENDER**

TENDER NAME: Hiring of Agency Conducting Capacity Building Programme at different Zone of OLM

|  |  |  |
| --- | --- | --- |
| Department Name | : | PANCHAYATI RAJ DEPARTMENT, GOVT OF ODISHA |
| Organization | : | ODISHA LIVELIHOODS MISSION(OLM)3rd floor of MGNREGS Building, SIRD Campus, Unit-8, Bhubaneswar-751012 |
| Tender Call Notice | : |  |
| Name of the Assignment | : | Conducting Capacity Building Programme at different Zone of OLM |
| Period of Contract | : | Initially One year ( Extendable) |
| Bidding Type | : | Limited Tender ( Zone Wise) |
| Bid Call (Nos.) | : | 5 Zones |
| Joint Venture/Consortium | : | Consortium/JV not allowed |
| Rebate/ discount | : | Not Applicable |
| Bid Security /EMD (INR) Central Zone | : | Rs. 50000/- |
| Bid Security /EMD (INR) South Zone 1 | : | Rs. 50000/- |
| Bid Security /EMD (INR) South Zone 2 | : | Rs. 50000/- |
| Bid Security /EMD (INR) Western Zone 1 | : | Rs. 50000/- |
| Bid Security /EMD (INR) Western Zone 2 |  | Rs. 50000/- |
| Bid Security/ EMD in favour of Tender Dates | : | “ODISHA LIVELIHOODS MISSION(NRLM)” payable at Bhubaneswar |
| Bid Document Start Date | : | 11th June, 2016 |
| Pre-Bid Meeting Date | : | 20th June , 2016 at 3.30 p.m. (15.30 hrs) |
| Last Date & Time for Receipt (Submission) of Bids | : | 30th June, 2016 by 2.00 p.m. (14.00 hrs) |
| Date of Bid opening | : | 30th June, 2016 by 3.30 p.m. (15.30 hrs) |
| Bid Validity Period | : | 90 days from opening of bid |

**General Terms and Conditions :**

1. Bidders can download the tender document free of cost from the website.
2. Bidders have to bid zone wise for the **Five different zones** of OLM Separately. (**Zones as identified in Terms and Reference**). Bidder may bid for one or more zones.
3. The bidder will be awarded maximum at 2 nos. Zones. If found selected at more than 2 Zones, the best price Zone will be awarded. Example as follows:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Firm** | **Zone 1** | **Zone 2** | **Zone 3** | **Remarks** |
| Firm A | 10000 | 15000 | 16000 |  |
| Firm B | 11000 | 16000 | 15000 | 2nd Lowest |
| Firm C | 9000 | 14000 | 14500 | L1 |

So, Lowest will be awarded for Zone1- Firm C, Zone 2- Firm C , Zone 3- Firm B ( 2nd Lowest).Here, maximum 2 nos. Zones will be awarded to Firm C at Lowest Prices among three zones.

1. There shall be separate EMD (Earnest Money Deposit) for each zone.
2. Bidders have to submit Technical and Financial Bid in a single Envelop.
3. Both Technical and Financial proposal will be opened at same time.
4. The bidder shall submit all the following requisites documents in one big envelope Zone wise separately.
* Technical document super-scribed with due date, time, assignment and number of zones applied for.
* EMD
* Financial Bid in the specified format.
* All pages of the offer must be signed.
1. Services offered should be strictly as per specifications mentioned in this Tender Document.
2. Once quoted, the Bidder shall not make any subsequent price changes, whether resulting or arising out of any technical/commercial clarifications sought regarding the bid, even if any deviation or exclusion may be specifically stated in the bid. Such price changes shall render the bid liable for rejection.
3. Bidder shall quote the prices of services as mentioned valid for 90 days.

 Yours faithfully,

Sd/-

 State Mission Director-cum-CEO

**CHAPTER – I**

**INSTRUCTIONS TO THE BIDDER**

**ARTICLE-1: DEFINITIONS**

In this document, unless the context specifies otherwise, the following words and phrases shall mean and include:

1) “Bid” means the complete bidding document submitted by the Bidder to the Odisha Livelihoods Mission (herein and after “OLM”) and shall include any corrections, addenda and modifications made therein.

2) “Bidder” shall mean a corporate entity or a society or a corporation or a trust or a firm eligible to participate in the Tender in the stages of Pre-qualification, Bidding process and shall include the successful Bidder during the currency of the Contract.

3) “Corrupt Practice” means the offering, giving, receiving or soliciting of anything of value, pressurizing to influence the action of a public official in the process of Bidder selection and Contract execution.

4) “Department” shall mean Panchayati Raj Departemnt or any other Department or Agency notified by the State for this purpose.

5) “Financial Capability” means financial worthiness of Bidders as per the terms of the Tender.

6) “Government” shall mean the Government of Odisha.

7) “Local Language” means the language declared by the concerned State Government as their official language.

8) “Tenderer” and “Authority” means the organization / institution, which is floating this tender i.e. State Mission Director, Odisha Livelihoods Mission

9) “Total Accepted Tender Value” means the total value of services and supplies as covered under this Tender and agreed upon by the Tenderer and the Bidder.

**ARTICLE-2: PROPOSED PROJECT: Conducting Capacity Building Programmes under OLM**

Objective of the assignment is “to organize different capacity building programmes like in-house training, orientation, field immersions, workshops, conference, seminar etc. for the staff as well as community members under Odisha Livelihoods Mission”. In order to fulfil this objective OLM will hire agencies having credibility of conducting trainings in the state of Odisha.

* To organize different capacity building activities as per the plan and training calendar provided by OLM.
* To coordinate with the empanelled resource persons to facilitate different sessions as per the programme schedule.
* To ensure distribution of different resource materials (as provided by OLM) to all the participants in time.
* To capture photographs during the programme.
* To ensure distribution of group photograph and certificate to all participants at the end of the programme.

**ARTICLE -3: ELIGIBILITY CRITERIA FOR BIDDERS**

The Bidder should be fulfilling the following preconditions and must also submit all the documentary evidences in support of fulfilment of these conditions while submitting the technical bid. Bids from consortiums are not allowed. Claims without documentary evidences will not be considered.

* The venue must be situated in State/District headquarters.
* Must have proper communication facilities from Bus stand or Railway station to training venue. (within 10 kilometres from Bus stand/Railway station to training venue)
* Average annual turnover Rs. 50 lakh in last 3 years as on 31st March,2016 (Audited statements to be attached as proof copy)
* The agency must have at least 3 years of similar experience of conducting programmes for Government or other agencies as on 31.03.2016. (at least 3 numbers of Work orders to be attached)
* The firm must submit the Registration Certificate.
* The agency must submit latest service tax clearance
* The agency must not be blacklisted by any organization. If found later on, the agency will be terminated.

**CHAPTER-II GENERAL TERMS AND CONDITIONS**

**ARTICLE -1: CHECKLIST OF DOCUMENTS COMPRISING THE BID**

1.1 The bid submitted shall have the following documents:

1. Earnest Money Deposit

2. Bid signed and sealed (with official seal) in Original on all pages with all pages duly numbered.

3. In case bidder is a company-Certified copy of Certificate of incorporation for companies & Memorandum and Articles of Associations, Or In case the Bidder is a Society-Certified copy of registration deed with objects of constitution of society Or In case Bidder is a Corporation-Authenticated copy of the parent statute Or In case of Trust-Certified copy of the Trust Deed

Or In case of Firm-Certified copy of the Registration Deed ,Certified copies of documents submitted, as above, must be signed and carry the seal of the authorized signatory.

4. Current Service Tax Clearance Certificate and certified copy (duly signed) of Service Tax Registration Certificate.

5. Audited Balance sheet and Income & Expenditure statement (P & L Statement) duly signed by the statutory auditors and authorized signatory/ies of the Bidder for the years 2013-14, 2014-15. 2015-16

6. Address of the Registered office of the bidder along with proof of address

7. Documentary evidence (signed by authorized signatory) proving that bidder fulfils the eligibility criteria as stated in Article-3, Chapter I.

8. Documentary evidence ((signed by authorized signatory) proving that bidder fulfills the evaluation criteria as stated in Article-22, Chapter II.

9. Clause by clause compliance statement for the whole Tender Document including all Annexure.

10. All deviations and/or non-compliance clauses shall be listed separately

11. Details in the formats as given at Annexure. (please check all the Annexure)

12. The bidder has to submit all the documents with the bid document only. If the Committee finds that some supplementary/ additional documents should be asked for, then the bidder will be asked to submit those documents.

13. Financial Bid as per Annexure – 1 to be submitted in the specified format. No deviations and/or non-compliance clauses shall be allowed in the Financial Bid.

**ARTICLE – 2: BIDDING DOCUMENT**

2.1 Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submits a Bid not substantially responsive to the bidding documents in every respect may result in the rejection of the Bid.

**ARTICLE – 3: CLARIFICATION ON BIDDING DOCUMENTS**

3.1 Bidders can seek written clarifications before pre-bid meeting from the date of issue of the tender document, to OLM. The clarification shall be issued without any delay in the OLM website [www.olm.nic.in](http://www.olm.nic.in)

**ARTICLE – 4: AMENDMENT OF BIDDING DOCUMENTS**

4.1 At any time prior to the deadline for submission of bids, OLM for any reason, whether at its own initiative or in response to the clarifications requested by prospective Bidders may modify the bidding documents by amendment.

4.2 All prospective Bidders who have received the bidding documents will be notified of the amendment and such modification will be binding on them.

4.3 In order to allow prospective Bidders a reasonable time to take the amendment into account in preparing their bids, OLM, at its discretion, may extend the deadline for the submission of bids.

**ARTICLE – 5: LANGUAGE OF BID**

5.1 Language of Bid shall be in English.

**ARTICLE -6: FRAUDULENT & CORRUPT PRACTICE**

6.1 Fraudulent practice means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish bid prices at artificial on-competitive levels and to deprive the OLM of the benefits of free and open competition.

6.2Tenderer will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for, or in executing contract(s).

**ARTICLE -7: LACK OF INFORMATION TO BIDDER**

7.1 The Bidder shall be deemed to have carefully examined all contract documents to his entire satisfaction. Any lack of information shall not in any way relieve the Bidder of his responsibility to fulfill his obligation under the Contract.

**ARTICLE -8: CONTRACT OBLIGATIONS**

8.1 If after the award of the contract (issuance of work order), the Bidder does not sign the acceptance of work order or fails to furnish the performance guarantee

within the prescribed time limit, the OLM reserves the right to cancel the contract and apply all remedies available to him under the terms and conditions of this document

**ARTICLE -9: BID PRICE**

9.1 The Financial bid should indicate the prices in the format/ price schedule as given at Annexure – 1.

Bidder shall categorically confirm strict compliance with the following stipulation in respect of their offer.

a) Any effort by a Bidder or Bidder's agent/ consultant or representative howsoever described to influence the OLM in any way concerning scrutiny/consideration/ evaluation/ comparison of the bid or decision concerning issue of work order shall entail rejection of the bid.

b) The Bidder should indicate a single consolidated rate for cost per person per day based on the payment terms specified in the Tender.

c) Bids should be submitted directly by the Bidder.

9.2 OLM reserves the right to seek clarification/justification from the Bidder on the bid price in case OLM deems it necessary. Based on the justification provided by the Bidder, if OLM feels that the price is unrealistic/ unfeasible in order to execute a project of this nature, OLM reserves the right to reject the said bid. The Bidders shall be governed by the decision of OLM.

**ARTICLE -10: BID CURRENCY**

10.1 For the services required in the Tender the prices shall be quoted in Indian Rupees. Payment for such services as specified in the agreement shall be made in Indian Rupees only.

**ARTICLE -11: BID SECURITY/ EARNEST MONEY DEPOSIT (EMD)**

11.1 The Bidder shall furnish, as part of the Bid, a zone wise bid security as specified below in the form of D.D. in favour of “Odisha Livelihoods Mission(NRLM), Payable at Bhubaneswar in a separate envelope. Only after the confirmation of valid bid security, the Technical Bid will be considered further.

11.2 No interest shall be paid on bid security.

11.3 EMD of Bidders not short-listed will be refunded within 30 days from the date of declaration of Short-listed Bidders. If the Bidder is short-listed then the security will be refunded within 30 days from the date of acceptance of the work order and submission of performance bank guarantee.

11.4 The successful Bidder's Bid security will be discharged upon the Bidder receiving the work order, and furnishing the Performance Guarantee.

11.5 The Bid security may be forfeited either in full or in part, at the discretion of OLM, on account of one or more of the following reasons:

a) The Bidder withdraws their Bid during the period of Bid validity period specified by them on the Bid letter form.

b) Bidder fails to co-operate in the Bid evaluation process, and

c) In case of a successful Bidder, the said Bidder fails:

1. To sign the acceptance of work order in time; or
2. To furnish Performance Guarantee

**ARTICLE -12: PERIOD OF VALIDITY OF BIDS**

12.1 Bids shall remain valid for 90 days after the date of Bid opening prescribed by OLM. A Bid valid for a shorter period shall be rejected as non-responsive.

12.2 In exceptional circumstances, the OLM may solicit Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing subject to proper jurisdiction/ declaration given by the bidder. The Bid security shall also be suitably extended. A Bidder granting the request is not required nor permitted to modify the Bid.

**ARTICLE -13: FORMAT AND SIGNING OF BID**

13.1 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person duly authorized (as per Annexure 2) to bind the Bidder to the work order terms & conditions shall be initiated by the person or persons signing the bid.

13.2 The complete bid shall be without alteration or erasers, except those to accord with instruction issued by the OLM or as necessary to correct errors made by the Bidder, in which case such corrections shall be initiated by the person or persons signing the bid.

**ARTICE -14: SEALING AND MARKING OF BID**

14.1 Bidder shall submit their bids in a sealed envelopes super-scribed with due date, time, assignment and number of zone applied for.

14.2 If these envelopes are not sealed and marked as required, the OLM will assume no responsibility for the bid's misplacement or premature opening and rejection of the proposed bid.

**ARTICLE -15: BID DUE DATE**

15.1 Bid must be received by the OLM at the address specified in the Tender Document not later than the date specified in the bid.

**ARTICLE -16: LATE BID/CONDITIONAL BID**

16.1 Any bid received by the OLM after the bid due date/time prescribed in the Tender Document shall be rejected.

16.2 Any bid indicating conditions beyond those indicated in this Tender Document

i.e. conditional bid shall be rejected.

**ARTICLE 17: MODIFICATION AND WITHDRAWAL OF BID**

17.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in a manner similar to the original Bid.

17.3 No Bid may be modified subsequent to the deadline for submission of bids.

17.4 No Bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of Bid validity specified by the Bidder on the bid letter form. Withdrawal of a Bid during this interval may result in the Bidder's forfeiture of its Bid security.

**ARTICLE -18: OPENING OF BIDS BY THE OLM**

18.1 Bids will be opened in the presence of Bidder's representatives, who choose to attend. The Bidder's representatives who are present shall sign a register evidencing their attendance.

18.2 The Bidder's names, Bid modifications or withdrawals and the presence or absence of relevant Bid security and such other details as the OLM at his/her discretion, may consider appropriate, will be announced at the opening.

**ARTICLE -19: CONTACTING THE OLM**

19.1 Bidder shall not approach the OLM officers before or after office hours and/or outside the OLM premises, from the time of the Bid opening to the time the Work is awarded.

19.2 Any effort by a Bidder to influence the OLM officers in the decisions on Bid evaluation, bid comparison or issuance of work order, may result in rejection of the Bidder's offer.

**ARTICLE -20: BID EVALUATION**

20.1 Technical Evaluation:

The Procurement Committee shall evaluate the technical document as well as eligibility criteria. The firm who meets the minimum technical requirement will be treated as responsive bid. If fails, the bid will be treated as non-responsive and their financial evaluation will not be done.

20.2 Financial Evaluation

The Procurement committee shall evaluate the financial bid of technically eligible firms. After evaluation, the firm who meets both technical and financial as asked in the tender document will be treated as evaluated responsive bid.

**ARTICLE -21: THE OLM'S RIGHTS TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**

21.1 The OLM reserves the right to reject any Bid and to annul the bidding process and reject all bids at any time prior to allotment of work without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for such decision.

**ARTICLE -22: NOTIFICATION OF AWARD & ISSUING WORK ORDER**

22.1 Prior to the expiry of period of Bid validity, the OLM will notify the successful Bidder in writing that its Bid has been accepted and send the successful Bidder the WORK ORDER.

22.2 Within 10 days of receipt of the WORK ORDER, the successful Bidder shall provide the acceptance of work order and return it to the OLM. If the successful Bidder thus selected fails to provide the acceptance as stipulated, the OLM reserves the right to offer the work to the next lowest Bidder.

**ARTICLE -23: PERFORMANCE GUARANTEE**

23.1 The performance guarantee has to be submitted within 10 days of receipt of acceptance of work order. The performance guarantee shall be 5% of the Total Accepted Tender Value. The performance guarantee can be in the form of bank guarantee.

23.2 If the successful Bidder fails to remit the performance guarantee the EMD remitted by him will be forfeited by the OLM and his bid will be held void.

23.3 Upon the successful Bidder's furnishing of performance guarantee and signing of contractual documents, the OLM will promptly notify all Short-listed Bidders and will refund their Bid Security.

23.4 The Performance Guarantee Format is given at Annexure-3.

23.5 The Performance Guarantee of the successful Bidder shall be refunded within two months from the expiry of the work order validity period and on satisfaction of the OLM for execution of the work / settlement of disputes, if any.

**ARTICLE -24: PAYMENT TERMS**

24.1 Payment will be made by the State Mission Director, OLM, to training agency on successful completion of deliverables at Zonal level on fulfilment of terms & conditions of this tender as well as specified in ToR.

**ARTICLE -25: PENALTY TERMS**

25.1 The OLM will levy penalty of maximum upto 5% of the Total Accepted Tender value in case

i. if the Bidder fails to provide the services as specified in the pre-confirmed time schedule approved by OLM.

ii. if there is duplication of candidates found during the entire training period.

The quantum of penalty will be decided by the OLM and it shall be binding and final. On the Bidder failing to rectify the faults, the OLM may get them attended/rectified by any other agency at the risk and cost of the Bidder and the same will be recovered from the Bidder.

**ARTICLE -26: PATENT RIGHTS**

26.1 The Bidder shall indemnify the OLM against all third-party claims of infringement of patent, trademark/copyright arising from the use of services or any part thereof.

**CHAPTER – III TERMS OF REFERENCE**

**Hiring of Agency /s for Conducting Capacity Building Programmes at Different Zones of**

**Odisha Livelihoods Mission (OLM)**

1. **Background**

Odisha Livelihoods Mission (OLM) is a registered society working under the Panchayati Raj Dept. of Govt. of Odisha for enhancing the socio-economic condition of the rural poor through promotion of sustainable livelihoods. The project’s aim is to enhance social and economic empowerment of the rural poor of Odisha through development of self-sustained, community managed institutions. This will be achieved by strengthening community based organizations like SHGs and their federation for promotion of rural livelihoods.

OLM would take multipronged strategies to achieve its objective. There are various components and activities which will contribute accomplishing the targets. Huge human resources will be deployed to deliver different functions at various levels. Again thousands of Community Level Resource Persons (CRPs) will be developed to provide necessary handholding and capacity building support to various community level institutions. Success of the project depends primarily on the quality of the institutions it will create and their sustainability in the long run. Hence, it is obvious that for strengthening such institutions, it requires lots of capacity inputs from OLM. It is equally important to enhance the knowledge and skill base of the human resources i.e. both staff as well as the CRPs to give a strategic dimension to the programme.

In order to accomplish the vast capacity building requirements of different cadres, training will continue at multiple locations. Hence, OLM is looking for identifying and hiring agencies to conduct training at different venues. The training institute should be situated in Bhubaneswar or periphery of the capital within 20 kilometers from OLM Campus, Bhubaneswar. Besides, OLM is also looking for venues at different zones as specified subsequently..

1. **Objective:**

Objective of the assignment is “to organize different capacity building programmes like in-house training, orientation, field immersions, workshops, conference, seminar etc. for the staff as well as community members under Odisha Livelihoods Mission”. In order to fulfil this objective OLM will hire agencies having credibility of conducting trainings in the state of Odisha.

**3.0 A. Scope of Work**

* To organize different capacity building activities as per the plan and training calendar provided by OLM.
* To coordinate with the empanelled resource persons to facilitate different sessions as per the programme schedule.
* To ensure distribution of different resource materials (as provided by OLM) to all the participants in time.
* To capture photographs during the programme.
* To ensure distribution of group photograph and certificate to all participants at the end of the programme.

**B. Locations:**

|  |  |  |
| --- | --- | --- |
| Central Zone | Bhubaneswar | Balasore, Bhadrak, Mayurbhanj, Jajpur,Dhenkanal, Cuttack, Kendrapara, Khurda, Jagatsinghpur, Nayagarh, Angul & Puri |
| Southern Zone 1 | Koraput | Koraput, Nabarangpur, Rayagada, Malkangiri |
| Southern Zone 2 | Ganjam | Gajapati, Kandhamal,Ganjam |
| Western Zone 1 | Sambalpur | Sambalpur, Sundargarh, Jharsuguda Bargarh, Deogarh, Keonjhar |
| Western Zone 2 | Kalahandi | Bolangir, Sonepur, Boudh, Nuapada, Kalahandi |

**4.0 Terms and Conditions**

1. The agency shall conduct different capacity building programmes as per the plan and schedule provided by OLM.
2. OLM shall provide the month wise training calendar on quarterly basis. If any change is made, it will be informed to the concerned at least 15 days before the training programme.
3. The agency shall provide all logistic support including accommodation for participants, training hall facility with required training and learning aids.
4. The agency shall display banner on training program (as prescribed by OLM) in the entrance of the training premises and inside the training hall
5. The agency shall distribute resource material among the participants, provided by OLM.
6. The agency shall provide stationeries including pen, pad, folder pencil, sharpener, drawing sheet, flip book etc. to the participants (OLM will provide the specification).
7. The agency shall take attendance of participants everyday and produce to OLM for record and also for settlement of accounts. The attendance sheet shall be countersigned by the representative of the agency as well as OLM.
8. Expenditure towards different heads shall be made as per the agreed cost norms and other financial terms and conditions.
9. The agency shall raise invoice and submit along with photographs of all the programmes (no. to be decided by OLM) within seven days of completion of each programme.
10. All bills and vouchers shall be prepared in the name of Odisha Livelihoods Mission.
11. OLM on verification of relevant documents and on certification of the concerned officer of OLM, shall reimburse the amount to the agency. No payment shall be made in advance.
12. For day to day coordination with OLM, the agency shall nominate one of its senior members.
13. Similarly, OLM shall assign one of its officers to liaise with the agency for all related affairs.
14. **Details of Basic Infrastructure Requirements**
15. **Training Hall**

The training hall should be equipped with the following:

* Sitting arrangement of 35 to 40 persons
* Fan, light, Air Conditioner
* LCD projector, computer and sound system
* Display board and pin board
* White board
* Flower arrangement( If required)
* Lid Lamp
* The training hall must be adequately aired and lighted.
* The training hall must have separate toilets for ladies and gents.
* The surrounding of the training venue should be free from noise and disturbance.
* Facility of organizing small groups discussion (separate rooms/ lounge/garden)
* Provision of sufficient training materials like drawing sheet, marker (white board + permanent), sketch pen, scissor etc.
* Provision of safe drinking water facility

**B. Accommodation**

* Lodging facilities for the participants (35-40 no.)
* There should be Single Room / Double Room/ Dormitory facility for the participants.
* At least two rooms with double occupancy for the Resource Persons
* Toilet with bathroom facilities @ one per 10 participants
* Guestroom facility

**C. Kitchen & Food**

* Kitchen inside the training premises and dining hall with a capacity to accommodate 35-40 persons.
* OLM shall approve the food menu in consultation with the expert.
* Proper facilities for washing and drying of cloths and disposal of sanitary wastes.
* Provision for cleaning of rooms and toilets on everyday basis.

**D. Health Hygiene & Environment**

* Waste water drainage system
* First-aid facility
* Medical Facility should be within 5 Km
* Provision of hygienically prepared food, clean and safe drinking water, etc.
* Fire protection
1. **Key Eligibility**
* The venue must be situated in State/District headquarters.
* Must have proper communication facilities from Bus stand or Railway station to training venue. (within 10 kilometres from Bus stand/Railway station to training venue)
* Average annual turnover Rs. 50 lakh in last 3 years as on 31st March,2016 (Audited statements to be attached as proof copy)
* The agency must have at least 3 years of similar experience of conducting programmes for Government or other agencies as on 31.03.2016. (at least 3 numbers of Work orders to be attached)
* The firm must submit the Registration Certificate.
* The agency must submit latest service tax clearance
* The agency must not be blacklisted by any organization. If found later on, the agency will be terminated.
* In case of Tie up found more then one firm, then firm having higher nos. of completed assignment will be taken into consideration.

**7.0 Coordination and Review**

* Odisha Livelihoods Mission (OLM) shall provide necessary support to the agency to carry out the assignment. The review of the work will be done by OLM at regular interval. Initially the contract shall be for one year and may be extended on the basis of the performance.
* Odisha Livelihoods Mission (OLM) shall designate one coordinating officer at each zone to liaise with and provide necessary support to the agency to carry out the assignment.
* A review committee shall be constituted to review the performance of the agency. This committee shall be responsible for effective guidance and support to the agency. The committee shall review the performance of the agency by referring to the achievement against the training plan, evaluation/ feedback form of participants, training reports, feedback from district where the training venue is located and being physically present during the training programme. The committee will include the following members:
* Addl.CEO, Operation
* Addl.CEO, Finance
* Addl. CEO, Programme Support
* Dy.CEO CM,IB & CB
* Team Lead (Programme)
* Project Manager/ Project Executive (CB)
1. **Payment Procedure.**

OLM shall reimburse the expenditure on quarterly basis on submission of invoice by the agency. On receipt of amount the agency shall submit a Utilization Certification to OLM. The original bills and vouchers of the programmes are subject to audit by OLM. Besides, at the end of each financial year the agency shall submit the audit report duly audited by a CAG empanelled charted farm.

**9.0 Bidding Procedure:**

* There are 5 zones segregated across the state.
* The agency shall offer their tender separately for each zone.
* The agency also can offer in multiple zones.
* The selection shall be made for each zone separately.
* The agency shall quote the price per person/ per day including all packages anticipating 30 persons per day for 100 days on an average basis per year.

The package includes the following:

|  |  |
| --- | --- |
| Sl. No. | Particulars |
|
| 1 | Pen, pad & cloth folder |
| 2 | Breakfast |
| Lunch |
| Dinner |
| Tea & snacks |
| 3 | Lodging |
| 4 | Training venue |
| 5 | Contingency(Banner, Photographs etc) |
| 6 | Resource Persons’ Accommodation |
| 7 | Hiring of LCD |
| 8 | Hiring of Public Address System |
| 9 | Training materials |

**CHAPTER – IV**

**SPECIAL TERMS AND CONDITIONS OF CONTRACT**

**ARTICLE -1: CONTRACT PERIOD**

This service shall commence within 10 days from the date acceptance of work order or any other period agreed by both parties and shall continue thereafter for a period of 1 year. This service shall be reviewed by the OLM at the end of training program in each Zone.

**ARTICLE -2: BIDDER’S OBLIGATION**

The Bidder shall appoint, an authorised person not lower than the rank of Manager as Agency to satisfactorily implement the project and perform its obligations.

**ARTICLE -3: OLM'S OBLIGATION**

1. SMD, OLM and the staff shall continuously monitor the activities of the training program in the all the Zonal level.
2. The Bidder shall provide all assistance to the OLM Team as they may reasonably require for the performance of their duties and services.
3. The Bidder shall keep a record of the trainees and training programmes as per the requirement of OLM.
4. Under this project, each person will get the benefit of training only once and there will not be any repetition of the candidates attending the program.
5. The Bidder shall provide reports for each training programme on a regular basis to the OLM during the Implementation Period and the project period as per the terms & conditions of the work order.
6. The Bidder shall appoint, supervise, monitor and control the training activities as may be necessary.
7. The OLM shall appoint, an authorized person as ‘Coordinator – OLM’ to coordinate with the Bidder in all matters related to OLM for the successful implementation of the project and to be responsible for all necessary exchange of information required.
8. Grant in a timely manner for all such approvals, permissions and authorizations which the Bidder may require or is obliged to seek from in connection with implementation of the project and the performance of the Bidder obligations.
9. OLM shall release the funds in a timely manner, after satisfying itself of all the project-related, statutory and accounting aspects, so as to enable the Training.

**ARTICLE -4: TERMINATION OF THE CONTRACT**

4.1 The OLM will have the right to cancel the contract if the Bidder commits breach of any or all conditions of the contract. Breach of Contract includes, but not limited to, the following:

a) It is found that the schedule of implementation of the project is not being adhered to.

b) The Bidder stops work and such stoppage has not been authorized by the OLM.

c) The Bidder may become bankrupt or goes into liquidation other than for project or amalgamation.

d) The OLM gives notice to correct a particular defect/irregularity and the Bidder fails to correct such defects/irregularity within a reasonable period of time determined by the OLM ,.ie at least 15 days Notice.

4.2 If the contract is terminated by the OLM unilaterally, OLM will pay to the Vendor remaining amount, if any, for the payment for service charges for the period for which the service has been rendered and all other claims through mutually agreeable settlement

**ARTICLE -5: SUSPENSION**

The OLM may, by a written notice of suspension, suspend the Bidder if the Bidder fails to perform any of its obligations under the terms and conditions of work order (including the carrying out of the services) provided that such notice of suspension:

1. Shall specify the nature of the failure and
2. Shall request the Bidder to make good such failure within a specified period from the date of receipt of such notice of suspension by the Bidder.

**ARTICLE -6: DETAILS TO BE KEPT CONFIDENTIAL**

The Bidder shall treat the details of the contract as private and confidential, save in so far as may be necessary for the purposes thereof, and shall not publish or disclose the same or any particulars thereof in any trade or technical paper or elsewhere without the previous consent in writing of the OLM. If any dispute arises as to the necessity of any publication or disclosure for the purpose of the Contract the same shall be referred to the OLM whose decision shall be final. The Bidder or his representative should neither disclose the data of project nor sell the data or use it for commercial exploitation or research work without the written permission of the OLM.

**ARTICLE -7: TRANSFER OF RIGHTS**

The Bidder shall not transfer the Contract to anybody.

**ARTICLE -8: IMPLEMENTATION SCHEDULE**

The Training Agency is expected to commence operation for the candidates within 10 days from the signing of the acceptance of work order or any other period agreed by both parties.

**ARTICLE 9: LEGAL DISPUTE**

Legal dispute, if any, would be subject to the Bhubaneswar jurisdiction.

**CHAPTER –V ANNEXURES**

**ANNEXURE -1 FINANCIAL BID FORMAT (To be submitted for each zone separately only)**

Tender Notice No. :

To: The SMD Cum-CEO

I/We hereby bid for **Conducting Capacity Building Programmer at Different Zone** as per the Terms of Reference given in this Tender Document of the OLM, The rates are quoted in the prescribed format given below:

**Name of the Zone:**

|  |  |  |
| --- | --- | --- |
| **Sr. No.** | **Particulars** | **Unit cost****(Cost per Person/Per day)** |
| **1** | Cost of the Assignment including all packages (As defined in the ToR) |  |
|  | **Total Cost/ trainee for one training programme of 100 days** |

***In Words(........................................................................................................................................................)***

Total Cost for providing services as per the terms and conditions indicated in this Tender Document inclusive of all taxes (in words

The rates indicated are all inclusive and are valid for the project period. In the event of discrepancy in the financial quote between the words and the figures the financial quote indicated in words will be considered final.

Signature of the Bidder with Seal

**ANNEXURE – 2 PROFORMA OF GENERAL POWER OF ATTORNEY**

(To be signed and executed in non-judicial stamp paper of Rs 10/=)

**GENERAL POWER OF ATTORNEY**

Be it known all to whom it concern that:

1.Sri/Smt\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_S/O\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Residing at\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2.Sri/Smt\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_S/O\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Residing at\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

3.Sri/Smt\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_S/O\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Residing at\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

I/We all the Partners/Directors/Board members/ trustees/ Executive council members/ proprietors/ Leaders of M/s\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_having its registered office at\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_hereby appoint Sri\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ S/O \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_residing at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as my/our attorney to act my/our name and on behalf and sign and execute all Documents/ Agreements binding the firm for all contractual obligations (including reference of cases to arbitrators) arising out of contracts to be entered into by the company/ Corporation/ society/ trust/ firm with the Office of State Mission Director-cum-CEO, Odisha Livelihoods Mission in connection with its tender No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Dated\_\_\_\_\_\_\_\_\_\_\_\_\_For the supply of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ due for opening on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

In short, he is fully authorized to do all, each and everything requisite for the above purpose concerning M/s\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and I/We hereby agree to confirm and ratify his all and every act of this or any documents executed by my/ our said Attorney within the scope of the authority hereby conferred on him including references of cases to arbitration and the same shall be binding on me/ us and my/ our company/ Corporation/ society/ trust/ firm as if the same were executed by me/ us individually or jointly.

Witness (with address) Signature of the Partners/Directors/Board members/ trustees/ Executive council members/ proprietors/ Leaders

1. ATTESTED ACCEPTED

Signature: (Seal and Signature of Signatory of Tender offer of the Company/ Corporation/ Society/ Trust/ Firm)

**ANNEXURE–3**

**FORMAT FOR PERFORMANCE GUARANTEE**

(On Non-Judicial Stamp Paper)

To be stamped according to Stamp Act and to Be in the name of the executing Bank.

To The State Mission Director-cum-CEO, Odisha Livelihoods Mission, 3rd floor of MGNREGS Building, SIRD Campus, Unit-8, Bhubaneswar.

In consideration of the ODISHA LIVELIHOODS MISSON having its office at BHUBANESWAR (hereinafter called the “OLM” which expression shall unless repugnant to the subject or context include its administrators successors and assigns) having agreed under the terms and conditions of the Award Letter bearing No \_\_\_\_\_ dated \_\_\_\_\_ issued by the OLM which has been unequivocally accepted by the Vendor (refer NOTE below) work of Conducting Capacity Building Programme of OLM (hereinafter called the said Contract) to accept a Deed of Guarantee as herein provided for

1. (Rupees \_\_\_\_ only) from a Nationalized/ IDBI/ ICICI/ HDFC/ Axis Bank, in lieu of the security deposit, to be made by the Vendor. We \_\_\_\_\_\_\_\_ the\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to be “the said Bank” and having our registered office at \_\_\_\_ do hereby undertake and agree to indemnify and keep indemnified to the OLM from time to time to the extent of
2. (Rupees \_\_\_\_ only) against any loss or damage, costs charges and expenses misused to or suffered by or that may be caused to or suffered by the OLM by reason of any breach or breaches by the Vendor and to unconditionally pay the amount claimed by the OLM on demand and without demand to the extent aforesaid. We, \_\_\_\_\_\_\_\_\_\_ Bank, further agree that the OLM shall be the sole judge of and as to whether the said Vendor has committed any breach or breaches of any of the terms and conditions of the said Contract and the extent of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the OLM on account thereof and the decision of the OLM that the said Vendor has committed such breach or breaches and as to the amount or amounts of loss, damage, costs charges and expenses caused to or suffered by or that may be caused to or suffered by the OLM from time to time shall be final and binding on us.
3. We, the said Bank, further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said contract and till all the dues of the OLM under the said Contract or by virtue of any of the terms and conditions governing the said Contract have been fully paid and its claims satisfied or discharged and till the owner certifies that the terms and conditions of the said Contract have been fully and properly carried out by the Vendor and accordingly discharges this Guarantee subject, however, that the OLM shall have no claim under the Guarantee after \_\_\_\_\_\_\_\_\_ days from the date of expiry of the contract period.
4. The OLM shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee or indemnity, from time to time to vary any of the terms and conditions of the said contract or to extend time of performance by the said Vendor or to postpone for any time and from time to time any of the powers exercisable by it against the said Vendor and either to enforce or forbear from enforcing any of the terms and conditions governing the said contract or securities available to OLM and the said Bank shall not be released from its liability under these presents by any exercise by the OLM of the liberty with reference to the matters aforesaid or by reason of time being given to the said Vendor or any other forbearance, act or omission on the part of the OLM or any indulgence by the OLM to the said Vendor or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so releasing the Bank from its such liability.
5. It shall not be necessary for the OLM to take legal action against the Vendor before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank, notwithstanding any security which the OLM may have obtained or obtain from the Vendor shall at the time when proceedings are taken against the Bank hereunder be outstanding or unrealized.
6. We, the said Bank, lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the OLM in writing and agree that any change in the Constitution of the said Vendor or the said Bank shall not discharge our liability hereunder. If any further extension of this Guarantee is required the same shall be extended to such required periods on receiving instructions from M/s. \_\_\_\_ on whose behalf this guarantee is issued.

In presence of

WITNESS For and on behalf of (the bank)

1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
2. Nam\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name & Designation \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Authorization No.

Date and Place

Bank Seal

The above guarantee is accepted by the OLM, Bhubaneswar

**ANNEXURE – 4 PROFILE OF BIDDER**

|  |  |  |
| --- | --- | --- |
| **Sr.**  | **Particulars**  | **Detail**  |
| 1  | Name of Organisation  |  |
| 2  | Nature of the Organisation  |  |
| a  | In case of Public/Pvt. Ltd company (Certified copy of Certificate of incorporation for companies & Memorandum and Articles of Associations)  |  |
| b  | In case of Partnership Firm (Partnership deed)  |  |
| c  | In case of Proprietorship (Registration certificate)  |  |
| d  | In case of society (Certified copy of registration deed with objects of constitution of society)  |  |
| e  | In case of Corporation (Authenticated copy of the parent statute)  |  |
| 3  | Address with Phone No. and Fax No.:  |  |
| 4  | Name and Contact details of the Authorised Person  |  |
| 5  | Any other details in support of your offer  |  |
| 6  | Service tax Clearance Certificate  |  |
| 7  | PAN  |  |

 **Signature of the Bidder with Seal**