



**Request for Proposal  
for Selection of Agency for providing Third Party human resources across Maharashtra for  
POSHAN Abhiyan**

**Tender Notice No: ICDS/Poshan Abhiyaan/2024/01**

**Date of Issue: 24.01.2024**

**Tender Price: Rs. 50,000/- (Inclusive of GST)**

***Issued By:***

**The Commissioner  
Integrated Child Development Services,  
1st Floor, Raigad Bhavan, Rear Wing, CBD Belapur, Navi Mumbai  
Email : [comicdsraigadbhavan@gmail.com](mailto:comicdsraigadbhavan@gmail.com)  
Ph no. 02227576388**



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## 1. Disclaimer

This Request for Proposal (RFP) for **“Selection of Agency for providing human resources across Maharashtra for POSHAN Abhiyan”** is issued by Integrated Child Development Services (ICDS).

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

The information contained in this RFP is selective and is subject to updating, expansion, revision and amendment at the sole discretion of ICDS. It does not, and does not purport to, contain all the information that a recipient may require for the purposes for making a decision to participate in this process. Each Party must conduct its own analysis of the information contained in this RFP, to correct any inaccuracies therein and is advised to carry out its own investigation into the proposed “Selection of Agency for providing human resources across Maharashtra for POSHAN Abhiyan”, the regulatory regime which applies thereto and by and all matters pertinent to the “Selection of Agency for providing human resources across Maharashtra for POSHAN Abhiyan” and to seek its own professional advice on the legal, financial and regulatory consequences of entering into any agreement or arrangement relating to the “Selection of Agency for providing human resources across Maharashtra for POSHAN Abhiyan under ICDS”. ICDS shall not be responsible for any direct or indirect loss or damage arising out of or for use of any content of the RFP in any manner whatsoever.

The relatives, near relatives of employees of the Department are prohibited from participation in this bid. The near relatives for this purpose are defined as:

- Members of a Hindu Undivided Family
- Their husband or wife.
- The one is related to the other in the manner as father, mother, son(s), son’s wife (daughter-in-law), daughter(s) & daughter’s husband (son-in-law), brother(s) & brother’s wife, sister(s) and sister’s and sister’s husband (brother-in-law)

ICDS shall be the sole and final authority with respect to qualifying a bidder through this RFP. The decision of ICDS in selecting the Service Provider who qualifies through this RFP shall be final and ICDS reserves the right to reject any or all the bids without assigning any reason thereof.

ICDS may terminate the RFP process at any time without assigning any reason and upon such termination ICDS shall not be responsible for any direct or indirect loss or damage arising out of such a termination.



### 1.1. Abbreviations

Abbreviation	Description
DSC	Digital Signal Certificate
EMD	Earnest Money Deposit
FD	Fixed Deposit
FDR	Fixed Deposit Receipt
GCC	General Contract Conditions
GoM	Government of Maharashtra
GST	Goods and Services Tax
HR	Human Resources
ICDS Department	Integrated Child Development Services Scheme
I/T	Income Tax
NDA	Non-Disclosure Agreement
Non-compliance	Failure / refusal to comply to the terms and conditions of the proposal / Agreement
NIC	National Informatics Centre
PBG	Performance Bank Guarantee
PQ	Pre-Qualification
RFP	Request for Proposal
RTGS	Real-time gross settlement systems
SD	Security Deposit
SLA	Service Level Agreement
SOW	Scope of Work
TCV	Total Contract Value
TDS	Tax Deduction at Source
TEC	Tender Evaluation Committee
TQ	Technical Qualification
Manpower	Number of People required for working under Poshan Abhiyan Program. Requirement has been mentioned in table below. Refer Section 4.4 for details

#	Position	No. of Positions	Essential Qualification and Experience	Monthly Rate (Remuneration)	Minimum work experience
1	Consultant (Planning, Monitoring & Evaluation)	1	PG diploma in Management/ Computer Applications/Computer Science or BE in IT/Computer Engineering or PG in	60,000	Minimum 3 years' experience in IT/ICT Systems.



#	Position	No. of Positions	Essential Qualification and Experience	Monthly Rate (Remuneration)	Minimum work experience
			Science with formal training on IT/computer		
2	Consultant (Health & Nutrition)	1	PG degree in Nutrition/ Public Health/ Social Sciences/ Rural Development Community Medicine	60,000	Minimum 3 years experience in planning, implementation and monitoring of child and women nutrition programs.
4	Consultant (Capacity Building & BCC)	1	PG degree in Social Sciences/Rural Development	60,000	Minimum 3 years experience in planning and implementing behavior change communication and capacity building interventions in public health/ nutrition programs.
6	Accountant	2	PG degree in Commerce/ Accounting/ CWA- Inter/CA- Inter	30,000	Minimum 3 years experience in accounting with exposure in budgeting & audit out of which 1 year should be in Government/ PSU.
7	Project Associate	2	Graduate in Computer Science or IT	25,000	Minimum 2 years work experience in the relevant field
8	Secretarial Assistant/DEO	2	As per State Requirements	15,000	As per State Requirements
9	Office Messenger/ Peon)	2	As per State Requirements	8,000	As per State Requirements
10	District Coordinator	36	Graduate or Certification/ Diploma in Computer Science or	30,000	Minimum 2 years experience in application





#	Position	No. of Positions	Essential Qualification and Experience	Monthly Rate (Remuneration)	Minimum work experience
			IT		maintenance & support.
11	District Project Assistant	36	Graduate Degree/Post Graduate Diploma in Management/ Social Sciences/ Nutrition	18,000	Minimum 2 years work experience of capacity building, with supervisory skills
12	Block Coordinator	553	Graduate	20,000	Minimum 2 years experience of working with technology and software application support

## 1.2. Tender Notice

### **TENDER NOTICE**

**Tender No: - ICDS/Poshan Abhiyaan/XXXX/XX**

**Date: - XX.XX.XXXX**

Integrated Child Development Services Scheme of Maharashtra invites sealed tenders in three bid system (Pre-qualification bid, Technical bid and financial bid) from reputed experienced professional organizations for Integrated Child Development Services (ICDS) intends to appoint a reputed agency for "**Selection of agency for providing Third Party human resources across Maharashtra for POSHAN Abhiyan**". For this purpose, ICDS intends to solicit pre-qualification, technical and commercial bid from prospective Bidder. The prospective firms may download the pre-qualification, technical and commercial bid from website <https://www.mahatenders.gov.in> during the period from **24.01.2024 to 14.02.2024** and should submit their pre-qualification, technical and commercial bid offers online on <https://www.mahatenders.gov.in> on or before **14.02.2024**. For complete details & formats of e-tender can also be obtained from website <https://www.mahatenders.gov.in> tender form fee payment of **Rs. 50,000/- (non-refundable) inclusive of GST** by payment gateway online. No brokers/intermediaries shall be entertained. The ICDS reserves the right to reject any/all applications without assigning any reasons whatsoever.

### **DISCLAIMER**

1`. Detailed timetable for the various activities to be performed in e-tendering process by the tenderer for



quoting their offer is given in these tender documents under "**TENDER SCHEDULE**". Bidder should carefully note down the cut of dates for the carrying out each e-tendering process/activity.

2. In the event ICDS will not liable and responsible for any damages or expenses arising from any difficulty, error, imperfection or inaccuracy with e-tendering system's website, it includes all associate service, or due to such unavailability of the website or any part thereof or any contents or any associate services.
3. The bidder must follow the timetable of e-tendering process and get their activities of e-tendering process done well in advance so as to avoid any inconvenience due to unforeseen technical problems, if any.
4. ICDS will not be responsible for any incomplete activity of e-tendering process of the tenderer due to technical error / failure of e-tendering website and it cannot be challenged by way of appeal, arbitration and in the court of law.
5. Bidder must get done all the e-tendering activities well in advance.

## 2. Invitation for Bids

1. ICDS hereby invites Proposals from reputed, competent and professional companies, who meet the minimum eligibility criteria as specified in this bidding document for the "RFP for "Selection of Agency for providing human resources across Maharashtra for POSHAN Abhiyan" as detailed in Section 3.22 of this RFP document.
2. The complete bidding document shall be published on <https://www.mahatenders.gov.in> for the purpose of downloading. The downloaded bidding document shall be considered valid for participation in the electronic bidding process (e-tendering) subject to the submission of required tender/ bidding document fee through e-tendering Online Payment Gateway mode.
3. To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Class - II) as per Information Technology Act-2000 using which they can digitally sign and encrypt their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. Safecrypt, Ncode, etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC.
4. Bidders are also advised to refer "Bidders Manual Kit" available in this document or at <https://www.mahatenders.gov.in> for further details about the e-tendering process.
5. Bidder is advised to study this RFP document carefully before submitting their proposals in response to the RFP Notice. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.

### 2.1. Tender Schedule

Sr. No	Particulars	Start Date	End Date
1	Tender Publish	24.01.2024	14.02.2024
2	RFP Document Download	24.01.2024	14.02.2024
3	Last date of submission of Pre-Bid Queries	Will be communicated in the pre-bid meeting	



4	Pre-Bid Meeting	<b>02.02.2024</b> Time at 11:30 pm
5	Last date of Bid Submission of Bid	<b>14.02.2024</b> till 5:00 pm
6	Pre- qualification and Technical Opening	This will be informed later
7	Technical qualification Opening	This will be informed later
8	Commercial Bid Opening	This will be informed later

The summary of details with regard to this invitation of bids are listed in the table below:-

S No	Particulars	Description
1.	RFP Reference Number	ICDS/Poshan Abhiyaan/2024/01
2.	Tender price to be paid via Online Payment Gateway mode only.	INR 50,000/- inclusive of GST
3.	Name of the Project/RFP	"Selection of Agency for providing human resources across Maharashtra for POSHAN Abhiyan under ICDS"
4.	RFP Document Download Start / End Date & Time	<b>Start Date:</b> Please visit the below mentioned e-Tendering website <a href="https://mahatenders.gov.in">https://mahatenders.gov.in</a>
5.	Last date to send in requests for clarifications	All the queries should be received on or before <b>(This will be informed in Pre-Bid meeting)</b> through email only with subject line as follows:  "Pre-Bid queries - <Bidder's Name>". In pre-bid meeting problems of general nature will be entertained. Any change decided in the pre-bid shall be uploaded on the e-Tendering system/portal as corrigendum. This will form a part of this bid document.  Any amendment in above schedule or mode of pre-bid meeting would be published on the e-Tendering System/Portal.  Pre-Bid Meeting will be held physically at ICDS Commissioner Office, Navi Mumbai



S No	Particulars	Description
		<p>Pre-Bid Meeting on Manpower Tender, <b>02.02.2024</b> · 11:30 – 12:30 pm</p> <p>The queries should be submitted as per the format prescribed in <a href="#">Annexure A</a></p> <p>The Pre-Bid queries to be sent to the Email Id – <a href="mailto:comicdsraigadbhavan@gmail.com">comicdsraigadbhavan@gmail.com</a> No request for clarifications shall be entertained after last date to send in clarifications</p>
6.	Date, Time and place of pre- bid meeting	Commissionerate, Integrated Child Development Services, Navi Mumbai-400614 on <b>02.02.2024</b> · 11:30 – 12:30 pm
7.	Last date (deadline) for submission of bids	<b>14.02.2024</b> till 05:00 pm
8.	Date and Time of opening of Pre-qualification proposals	<b>16.02.2024</b> at 11:00 am
9.	Date and Time of opening of Technical proposals	Will be intimated later to the qualified bidders
10.	Date, Time and Place of opening of Financial proposals	Will be intimated later to the technically qualified bidders
11.	Earnest Money Deposit (EMD) to be paid in the form of NEFT/RTGS online payment mode on the e-tendering portal	INR 1,00,00,000/- (Rupees One Crore only ) (2%) will be paid by online payment mode on the e-tendering portal.
12.	Security Deposit	3% of the Total Contract Value (TCV) in the form of bank guarantee issued by Nationalized/Commercial Bank and should be valid for 6 months post contract period.
13.	Security Deposit Validity	3 years and 6 months post contract period
14.	Bid Validity Period	180 days from the date of opening of Bid
15.	Contract Period	The selected agency under this project shall be valid for a period of Three (03) year from the date of entering into agreement or till the period of POSHAN ABHIYAN SCHEME is discontinued by Central Government, whichever is earlier
16.	<b>Contact Person</b> <b>Commissionerate</b> <b>Integrated Child Development Services,</b>	



S No	Particulars	Description
	<b>1st Floor, Raigad Bhavan, Rear Wing, CBD Belapur, Navi Mumbai</b> <b>Email : comicdsraigadbhavan@gmail.com;</b> <b>Ph no. 02227576388</b>	

***Note: Prospective Bidders may visit ICDS Office for any further information / clarification regarding this RFP on prior appointment during working hours till the date of pre-qualification bid submission.***

1. The e-tendering system for ICDS is available on the Portal <https://www.mahatenders.gov.in> as part of the Electronic Tendering System of Government of Maharashtra.
2. The Bidder shall furnish, as part of its pre-requisition bid, an EMD of INR 1,00,00,000/- Rupees One Crore only ) (2%) along with pre-qualification bid. The EMD of Fifty Lacs to be submitted by online by e-tendering portal payment mode only.
3. All eligible/ interested bidders are required to be enrolled on e-tendering website <https://www.mahatenders.gov.in> before downloading tender documents and participate in e-tendering. Bidders are requested to contact M/s. NIC Technologies Ltd. in case of any doubts/ information/difficulty regarding online enrolment or obtaining digital certificate.
4. Bidders should submit the document related to tender online. Cost of tender form of Rs. 50,000/- inclusive of GST by online payment gateway provided onto URL <https://www.mahatenders.gov.in>, before opening of the pre-qualification bid otherwise bidders cannot participate in e-tendering.
5. Other instructions can be seen in the tender form online. All or any one of the tenders may be rejected by ICDS.
6. Pre-bid meeting location will be promptly updated onto e-tendering website.

### **3. Instructions to Bidders**

#### **3.1. Introduction of ICDS**

This section contains information about the ICDS Commissionerate, its working, resource requirement under this RFP.

The Integrated Child Development Services Scheme (herein after referred as “ICDS”) Commissionerate in Maharashtra is responsible for implementation of Integrated Child Development Scheme in the State to address the growth needs of children under the age of six years.

The ICDS Commissionerate seeks to provide children age group 0 to 6 Years , Pregnant Women and Lactating Mother with an integrated package of services such as Supplementary Nutrition, Health Care and Pre-School Education. Considering the fact that the health and nutrition needs of a child cannot be addressed in isolation from those of his or her mother, the Commissionerate has extended the ICDS program to adolescent girls, pregnant women and nursing mothers. Some of the key objectives of the ICDS Commissionerate are:

- Raise the Health and Nutritional level of poor children below 6 years of age.



- Create a base for proper mental, physical and social development of children.
- Reduce instances of mortality, malnutrition and school dropouts among children.
- Coordinate activities of policy formulation and implementation among various other Govt. Departments involved in different government programs and schemes aimed at child development across the State.
- To provide health and nutritional information and education to mothers of young children to enhance child rearing capabilities of mothers in the State.
- To provide nutritional food to the mothers of young children & also at the time of pregnancy period.

ICDS services are provided through a vast network of ICDS centres, better known as “Anganwadis”. The anganwadi centre is operated by “Anganwadi worker” (AWW), assisted by an “Anganwadi helper” (AWH) or Madatnis. The local Anganwadi is the cornerstone of the ICDS program.

ICDS organization setup is as under :Offices	Numbers
Central Office (Commissioner Office)	1
District Offices	36
Project Offices	553

The three tiers of the organization, namely Central Office, District and Project Office setup are in existence in ICDS . Central Office decides the policy and it is implemented through district and from district to Project.

### 3.2. Purpose

The ICDS Commissioner, Maharashtra invites sealed tender from competent Bidders for “Selection of Agency for providing Third Party human resources across Maharashtra for POSHAN ABHIYAN”

The RFP has defined various categories and job roles wherein different resource types along with their qualification & experiences have been defined which shall be require by the ICDS Commissionerate

The selected agency shall provide these resources as and when needed by the Department. The selected agency shall be paid the quoted man-month rate for such resources. ICDS hereby invites proposals from reputed, competent and professional companies, who meet the minimum eligibility criteria as specified in this bidding document for the “Selection of Agency for providing human resources across Maharashtra for POSHAN Abhiyan” as this document provides information to enable the bidders to understand the broad requirements to submit their bids. The detailed scope of work is provided in Section 4 of this RFP document.

### Address for Correspondence & Contact Person

Commissionerate

Integrated Child Development Services,

1st Floor, Raigad Bhavan, Rear Wing, CBD Belapur, Navi Mumbai

Email : comicdsraigadbhavan@gmail.com;

Ph no. 02227576388



### **3.3. Consortium/ Joint Venture**

Consortium / Joint Venture Bid is not allowed for this RFP.

### **3.4. Sub-Contracting Conditions**

Subcontracting or outsourcing is not allowed in this tender.

### **3.5. Completeness of Response**

The response to this RFP should be full and complete in all respects. Failure to furnish all information required by the RFP document or submission of a proposal not substantially responsive to the RFP document in every respect will be at the bidder's risk and may result in rejection of its proposal.

### **3.6. Proposal Preparation Costs**

1. The bidder shall submit the bid at its cost and ICDS shall not be held responsible for any cost incurred by the bidder. Submission of a bid does not entitle the bidder to claim any cost and rights over ICDS and ICDS shall be at liberty to cancel any or all bids without giving any notice.

### **3.7. Bidder Inquiries**

Bidder shall e-mail their queries, at above mentioned e-mail address, in the format as prescribed in the [Annexure A](#). The response to the queries will be published on <https://mahatenders.gov.in>. No telephonic / email queries will be entertained thereafter. This response of ICDS shall become integral part of RFP document. ICDS shall not make any warranty as to the accuracy and completeness of responses.

### **3.8. Amendment of RFP Document**

1. All the amendments (in form of corrigendum) made in the document would be published on the e-tendering website and shall be part of RFP.
2. The bidders are advised to visit the aforementioned websites / portal on regular basis to check for necessary updates. The ICDS also reserves the right to amend the dates mentioned in this RFP.

### **3.9. Supplementary Information to the RFP**

If ICDS deems it appropriate to revise any part of this RFP or to issue additional data to clarify an interpretation of provisions of this RFP, it may issue supplements to this RFP. Any such corrigendum shall be deemed to be incorporated by this reference into this RFP.

### **3.10. ICDS's right to terminate the process**

ICDS may terminate the RFP process at any time and without assigning any reason. ICDS reserves the right to amend/edit/add/delete any clause of this Bid Document. This will be informed to all and will become part of the bid /RFP and information for the same would be published on the e-tendering website.



### **3.11. Earnest Money Deposit (EMD)**

1. The Bidder shall furnish, as part of its pre-requisition bid, an EMD of INR 1,00,00,000/- Rupees One Crore only ) (2%) along with pre-qualification. This amount to be paid in the form of online Payment mode on the e-tendering portal only. Bidders with valid UDYAM Certificate are exempted from paying EMD, valid certificate to be submitted along with bid document.
2. The EMD of Successful Bidder will be retained by ICDS till the signing of contract. Successful Bidder will be required to extend the validity of the EMD till the signing of contract, else the bid will not be considered.
3. Unsuccessful bidder(s) EMD will be returned within 90 days from the date of finalization of the tender.
4. No interest will be paid by ICDS on the EMD, whatsoever
5. The Bid submitted without EMD, mentioned above, will be summarily rejected
6. The EMD may be forfeited:
  - a. If a bidder withdraws his bid or increases his quoted prices during the period of bid validity or its extended period, if any.
  - b. In case of a successful bidder, if the bidder fails to sign the contract in accordance with the terms and conditions.
  - c. If during the bid process, a bidder indulges in any such deliberate act as would jeopardise or unnecessarily delay the process of bid evaluation and finalisation.
  - d. If, during the bid process, any information is found false/fraudulent/mala fide, and then ICDS shall reject the bid and, if necessary, initiate action against such bidders
7. The decision of the ICDS regarding forfeiture of the EMD shall be final and binding upon all bidders.

### **3.12. Authentication of Bid**

Authorized person of the bidder who signs the bid shall obtain the authority letter from the bidder, which shall be submitted with the bid. All pages of the blank RFP document, bid and its annexures, etc. shall be signed and stamped by the person or persons signing the bid and should be uploaded onto the e-tendering website.

### **3.13. Language of Bids**

This bid should be submitted in English language only. If any supporting documents submitted are in any language other than English, then the translation of the same in English language is to be duly attested by the bidder and submit it with the bid, and English translation shall be validated at ICDS discretion.

### **3.14. Bid Submission Format**

The entire proposal shall be submitted strictly as per the format specified in this Request for Proposal. Bids with deviation from this format are liable for rejection.





### 3.15. Bid Submission Instructions

1. Complete bidding process will be online (e-Tendering) in Two envelope system. Submission of bids shall be in accordance to the instructions given in the Table below:

Particulars	Instructions
<b>Envelope A: Pre-qualification &amp; Technical Proposal</b>	The pre-qualification and Technical proposal shall be prepared in accordance with the requirements specified in this RFP and the formats are prescribed in Section 6 & 7. Each page of the pre-qualification and Technical proposal should be signed and stamped by the authorized signatory of the bidder. Pre-qualification and Technical proposal should be submitted through online e-tendering website only.
<b>Envelope B: Financial Proposal</b>	The financial proposal shall be prepared in accordance with the requirements specified in this RFP and in the formats prescribed in Section 8 of the RFP. Each page of the financial proposal should be signed and stamped by the authorized signatory of the bidder. Financial proposal should be submitted through online e-tendering website only.

2. The following points shall be kept in mind for submission of bids;

- a. ICDS shall not accept delivery of proposal in any manner other than that specified in this RFP. Proposal delivered in any other manner shall be treated as defective, invalid and rejected.
- b. The bidder is expected to price all the items and services sought in the RFP and proposed in the technical proposal. The bid should be comprehensive and inclusive of all the services to be provided by the bidder as per the scope of his work and must cover the entire contract period.
- c. ICDS reserves the right to seek clarifications from the bidder on the pre-qualification and technical proposal. Any of the clarifications by the bidder on the technical proposal should not have any commercial implications.
- d. The financial proposal submitted by the bidder should be inclusive of all the items in the technical proposal and should incorporate all the clarifications provided by the bidder on the technical proposal during the evaluation of the technical bid.
- e. Financial Proposal shall not contain any technical information.
- f. If any Bidder does not qualify the pre-qualification and Technical criteria stated in Section 3.22 of this RFP, the financial proposals of that bidder shall not be opened in the e-tendering website. Similarly, if the bidder does not meet the technical evaluation criteria, the financial proposal of the bidder shall not be opened in the e-tendering system.
- g. It is required that the all the proposals submitted in response to this RFP should be unconditional in all respects, failing which ICDS reserves the right to reject the proposal.
- h. Proposals sent by fax/ post/ courier or by any other physical means shall be rejected.



### 3.16. Late Proposal and Proposal Validity Period

Proposals received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall not be opened in the e-tendering website. The validity of the proposals submitted shall be till 180 days from the date of opening of subsequent bid.

### 3.17. Modification and Withdrawal of Proposals

No proposal/bid shall be withdrawn in the interval between the deadline for submission of proposal/bid and the expiration of the validity period specified by the bidder on the proposal form. Entire EMD shall be forfeited if any of the bidders withdraw their proposal/bid during the validity period.

### 3.18. Non-conforming Proposals

A proposal may be construed as a non-conforming proposal and ineligible for consideration:

1. If it does not comply with the requirements of this RFP.
2. If the proposal does not follow the format requested in this RFP or does not appear to address the particular requirements of the ICDS.

### 3.19. Acknowledgement of Understanding of Terms

By submitting a proposal, each bidder shall be deemed to acknowledge that the bidder has carefully read all sections of this RFP, including all forms, schedules, annexures, corrigendum and addendums (if any) hereto, and has fully informed itself as to all existing conditions and limitations.

### 3.20. Pre-bid

During the Pre-Bid meeting, the prospective Bidders shall have liberty to ask for any additional information or clarification either in writing or orally the interested Bidders will have to submit their queries to the email indicated in the tender notice. Any change decided by department shall be uploaded on the e-Tendering system as corrigendum. This will form a part of this bid document.

#### Pre-bid Queries

Bidders are requested to submit their queries on the company letter head and in the following format on or before **(Date and time will be informed in the pre-bid meeting>**

#	Section No	Clause No	Reference / Subject	Clarification Sought

The queries not adhering to the above mentioned format shall not be responded to.

### 3.21. Bid Opening

1. ICDS will form a Tender Evaluation Committee (hereinafter referred to as “TEC”) to evaluate the bids.



2. Total transparency shall be observed and ensured while opening the proposals/bids. All bids shall be opened in the presence of TEC and bidder's representatives (should carry authorization letter from the bidder for all meetings) who choose to attend the bid opening sessions on the specified date, time and address.
3. ICDS reserves rights at all times to postpone or cancel a scheduled bid opening.
4. Bid opening shall be conducted in two stages.
5. In the first stage, pre-qualification and Technical proposals shall be opened and evaluated as per the criteria mentioned in Section 3.22 of the RFP.
6. In the Second stage, financial proposal of those bidders, whose technical proposals qualify, shall be opened. All bids shall be opened in the presence of TEC and bidder's representatives (should carry authorization letter from the bidder for all meetings) who choose to attend the bid opening sessions on the specified date, time and address.
8. The bidder's representatives who are present shall sign in a register evidencing their attendance. In the event of the specified date of bid opening being declared a holiday for ICDS, the bids shall be opened at the same time and location on the next working day or any other day at ICDS discretion. In addition to that, if representative of the bidder remains absent, ICDS will continue process and open the bids of all bidders.
9. During bid opening, preliminary scrutiny of the bid documents shall be made to determine whether they are complete, whether required bid security has been furnished, whether the documents have been properly signed, and whether the bids are generally in order. Bids not conforming to such preliminary requirements shall be prima facie rejected. ICDS has the right to reject the bid after due diligence is done.

### **3.22. Evaluation Process**

1. TEC shall review the pre-qualification proposal of the bidders to determine whether the requirements as mentioned in Section 3.23 of the RFP are met. Incomplete or partial proposals are liable for disqualification. TEC reserves the right to seek clarification if required. All those bidders, whose all-pre-qualification proposal meets the requirements shall be selected for opening of the technical proposal.
2. TEC shall review the technical proposal of the bidders to determine whether the technical proposals are substantially responsive. Bids that are not substantially responsive shall be disqualified and TEC reserves the right to seek clarification if required.
3. TEC shall assign a technical score to the bidders based on the technical evaluation criteria detailed in the RFP. The bidders with a technical score above the threshold as specified in Section 3.26 of the RFP shall technically qualify for the commercial evaluation stage.
4. The financial proposals of the technically qualified bidders shall be opened and reviewed to determine whether the financial proposals are complete and as per requirements.
5. Evaluation and award of contract shall be done as per provisions of Maharashtra State Government rules.



6. Please note that TEC may seek inputs from their professional, external experts in the bid evaluation process.



### 3.23. Pre-qualification Criteria

PQ #	Pre-Qualification Requirements	Documents to be submitted
PQ 1	<p>The bidder should be a company registered under the Companies Act, 2013 or the Companies Act, 1956</p> <p>OR</p> <p>A Limited Liability Partnership (LLP) registered under the LLP Act, 2008 or Indian Partnership Act 1932 as on bid due submission date.</p>	<ul style="list-style-type: none"> <li>• General Information of Bidder along with Bidder's constituting documents such as MOA, AOA.</li> <li>• Copy of Certificate of Incorporation/Registration/Partnership deed of Bidder should be submitted along with Registration of Firm document/Certificate</li> <li>• Copy of valid Certificate/License issued by Municipal authorities under Shop and Establishment Act in India</li> <li>• For companies registered under the LLP Act 2008, Copy of Registration Certificate and LLP Agreement should be submitted</li> </ul>
PQ 2	<p>The Bidder should have minimum average annual turnover of INR 18 Crore (30% of TCV) from manpower supply work in last three financial years as on last date of submission. (FY 2020-21, 2021-22, 2022-23)</p>	<p>Copy of the audited Profit &amp; Loss Statement of the company duly certified by Statutory Auditor or CA Certificate clearly citing the average turnover for last 3 financial years (FY 2020-21, FY 2021-22 and FY 2022-23) from Manpower supply business. (As per Section 6.3)</p>
PQ 3	<p>The Bidder should have Positive Net worth of INR 5 CR (10% of TCV) for last three financial year. (FY 2020-21, 2021-22 and 2022-23)</p>	<p>A copy of the CA certificate must be enclosed as per Section 6.3 of RFP</p>



PQ #	Pre-Qualification Requirements	Documents to be submitted
PQ 4	The Bidder should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts or Group Insurance Schemes or Contract Labour (Regulation and Abolition Act), if applicable to the bidder organization.	<ol style="list-style-type: none"> <li>1. Attested copy of the Employee Provident Fund registration letter / certificate.</li> <li>2. Attested copy of the Labour License under the Contract Labour (Regulation &amp; Abolition) Act.</li> <li>3. Attested copy of the Employee State Insurance registration letter / certificate.</li> </ol> <p>If above certifications are not applicable, bidder should submit the undertaking for the same.</p>
PQ 5	<p>The Bidder must have experience in providing technical, skilled, semi-skilled and unskilled manpower services (similar to Poshan 2.0 Guidelines) of the central Government in any State Government / Central Government / PSU / Union Territory (UT) / Urban Local Body (ULB)/ Govt in India in which the bidder must have provided minimum 350 manpower in 150 locations as on date of submission of bid per following details: -</p> <p>Three similar works for one financial year costing not less than the amount equal to Rs.21.60 Crore (40% of TCV).</p> <p>OR</p> <p>Two similar works for one financial year each costing not less than the amount equal to Rs. 27 Crore (50% of TCV).</p> <p>OR</p> <p>One similar work for one financial year costing not less than the amount equal to Rs. 43.20 Crore (80% of TCV).</p>	<p>Documents to be submitted:</p> <ol style="list-style-type: none"> <li>1. Copy of Work Order / Agreement</li> <li>2. Project Completion Certificate by Client</li> <li>3. Written declaration along with documentary evidence of salary transfer.</li> </ol>
PQ 6	The Bidder shall have valid ISO 9001, ISO 20000 & CMMI Level 3 or higher Certifications as on last date of submission of the bid. (Minimum 2 out of 3 above mentioned certifications)	Copy of valid certificates to be enclosed



PQ #	Pre-Qualification Requirements	Documents to be submitted
PQ 7	The Bidder must have a team of at least 350 contractual/on roll employees in any State Government / Central Government / PSU / Union Territory (UT) / Urban Local Body (ULB)/ Govt in India as on date of submission of bid.	Certificate from HR Authorized representative(s) For Contractual employees sourced from 3rd party Vendor agreement
PQ 8	The Bidder should have Income Tax and GST registration certificate as on last date of submission.	1. Copy of PAN Card 2.Copy of GST Registration Certificate.
PQ 09	The Bidder should have a local office in Mumbai Metropolitan Region. If Bidder doesn't have local office in MMR it should open a local office within 30 days from date of signing of the contract	Copy of the Shop Act or leave License Agreement, if any, should be uploaded / attached. OR Bidder must submit the Affidavit stating that they setup the office in MMR region within 30 days from Date of Signing of contract
PQ 10	The Bidder should not be debarred/ blacklisted by any State Government/ Central Government/ PSU in India for Unsatisfactory past performance, corrupt & fraudulent practices or any other unethical conduct either indefinitely or for a particular period of time by any State/ Central government/ PSU / UT in last five years till the date of opening of bid.	A self-certified letter signed by the Authorized Signatory of the Bidder as per Section 9.2

### 3.24. Evaluation of Pre-qualification Proposals

1. The bidders, whose EMD and RFP document fees are found in order, shall be considered for pre-qualification and Technical qualification criteria evaluation.
2. The bidder shall be evaluated as per pre-qualification criteria mentioned at Section 3.22. The bidders who fulfil all the pre-qualification criteria shall qualify for further technical evaluation.
3. The bidders are required to submit all required documentation in support of the evaluation criteria specified (e.g., Detailed project citations and completion certificates, client contact information for verification, profile of project resources and all others) as required for technical evaluation.
4. At any time during the bid evaluation process, TEC may seek oral / written clarifications from the bidders. The TEC may seek inputs from their professional and technical experts in the evaluation process.



- ICDS reserves the right to do a reference check of the past experience stated by the bidder. Any feedback received during the reference check shall be considered during the evaluation process.

### 3.25. Technical Evaluation Methodology

- Each Technical Proposal shall be assigned a technical score out of a maximum of 100 points (Refer Section 3.26).
- Bidders who have scored minimum 70 marks in Technical Evaluation will be considered for Financial Bid Evaluation.
- ICDS reserve the right to accept or reject any or all bids without giving any reasons thereof.
- ICDS shall inform to the technically shortlisted Bidders about the date and venue of the opening of the financial proposals.

### 3.26. Technical Evaluation Criteria

S. No.	Criteria	Evaluation Parameters		Max Marks	Documents Required
TE 1	Financial and Professional Strength (30 Marks)				
TE1.1	The Bidder should have minimum average annual turnover of INR 18 Crore from last three financial years from manpower supply work as on last date of submission. (FY 2020-21, 2021-22 and 2022-23)	Avg. Turnover (Cr.)		30	Audited Balance sheet and Profit & Loss account statement of the Bidder for each of the last 3 audited financial years
		1. >=18Cr and < 20 Cr	20		
		2. >=21 Cr and < 25Cr	25		
		>=25 Cr	30		
TE2	Relevant Bidder Experience (30 Marks)				
TE 2.1	The Bidder must have experience in providing manpower services for last three years from (FY 2020-21 to FY 2022-23) in any State Government / Central Government / PSU / Union Territory (UT) / Urban Local Body (ULB)/ Govt in India as on date of submission of bid.	Manpower Project work order value		40	1. Copy of Work Order / Agreement 2. Project Completion Certificate from Client/ongoing Certificate from client
		3 projects each of value not less than 21.60 Cr (40% of minimum avg annual turnover)	30		
		2 projects each of value not less than 27 Cr (50% of minimum avg annual turnover)	35		
		1 project of value not less than 43.20 Cr: (80% of	40		





		minimum avg annual turnover)			
TE 2.2	The Bidder must have experience of providing manpower services which shall involve the supply of at least 350 manpower deployed in at least 150 locations any State Government / Central Government / PSU / Union Territory (UT) / Urban Local Body (ULB)/ Govt in India as on date of submission of bid.	No. of Manpower deployed	15		Copy of Work Order / Client Testimonial / Project Completion Certificate
		Experience with manpower between 350 to 450			
		Experience with manpower between 450 to 550	12		
		Experience with manpower for more than 550	15		
TE 2.3	The Bidder shall have valid ISO 9001, ISO 20000 & CMMI Level 3 or higher Certifications as on last date of submission of the bid. (Minimum 2 out of 3 above mentioned certifications)	Any of the two Certificates	10	15	Copy of valid certificates to be enclosed
		All Three certifications	15		
			15		
	Total			100	

**Note:**

*ICDS reserves the right to visit bidder's customer where such a similar project implementation has taken place.*

**Technical Score (X):** The score secured based on evaluation of the Technical Proposal (Envelope B) as above shall be the Technical Score of the Bidder for the project. Minimum qualification will be 70 marks for eligible in technical bid.

### 3.27. Commercial Evaluation

1. The bidders who qualify in the pre-qualification and technical qualification the commercial of such bidders will be opened on the prescribed date in the presence of bidder representatives.
2. After opening of commercial bid of technically qualified bidders those who have qualified in technical evaluation, the lowest rate quoted by the bidders will be declared as L1.



3. Technical and financial Bid will be opened online by Technical Evaluation Committee in presence of bidders.
4. The financial proposal of only the qualified Bidders based on Pre-Qualification, Technical Evaluation shall be opened for the evaluation of all the financial proposal opened, the Bidder whose financial proposal is lowest (hereby referred to as L1 Bidder) shall be considered eligible for award of contract.
5. The bidders score will be determined on the basis of lowest Service/Agency Charges, excluding ESI, EPF as applicable (arrived on the basis of comparison of financial quote of all the bidders).
6. The bidders, who quote unrealistic rate of service charges i.e., "0" shall be debarred for further consideration.
7. If there is a discrepancy between words and figures, the amount in words shall prevail. For any other calculation/ summation error etc. the bid may be rejected.
8. In case two or more bidders offer same percentage of service charges such bidder will be declared as L1 bidder and work will be divided as per their financial capacity, turnover and experience in supply of manpower.
9. The decision of the Department shall be final in this regard and the bid will be rejected if the Bidder does not agree to the decision in this regard.

### **3.28. Award of Contract**

#### **3.28.1. Award Criteria**

The Bidder whose financial proposal is lowest (hereby referred to as L1 Bidder) shall be awarded the contract. However, ICDS reserves the right to further negotiate the prices quoted by the winning bidder.

#### **3.28.2. ICDS Right to accept any Bid and to reject any or All Bids**

ICDS reserves the right to accept or reject any bid, and to annul the bidding process and reject any or all bids 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 ICDS action.

#### **3.28.3. Bid Validity Period**

The bid validity period shall be 180 days from the date of opening of subsequent bid.

#### **3.28.4. Contract Period**

The selected agency under this Project shall be valid for a period of Three (03) year from the date of entering into agreement or If the POSHAN ABHIYAN SCHEME is discontinued by Central Government, the contract will be terminated from the same day. The same will be intimated to the agency by ICDS.

#### **3.28.5. Award Procedure**

Initially the Letter of Intent (LOI) will be given to successful bidder. Successful bidder should submit acceptance of LOI on the original letter head of the organization along with the security deposit. Thereafter, ICDS will enter into Agreement (contract) with successful bidder in due course of time and post which ICDS will furnish Work Order to the successful bidder.



### **3.28.6. Issuance of Letter of Intent (LOI)**

ICDS will notify the successful bidder in writing or by fax or email, to confirm in writing by letter (on original letter head of the organization), that its bid has been accepted. ICDS will promptly notify each unsuccessful bidder(s).

### **3.28.7. Acceptance of Letter of Intent (LOI)**

The successful bidder shall, within 30 (Thirty) days of the receipt of the LOI, give acceptance on its original letterhead having authorized signatory and submit the security deposit to the ICDS. In the event of the acceptance letter, duly signed by the authorized signatory of successful bidder, is not received by the stipulated date, ICDS may take necessary actions.

### **3.28.8. Issuance of Work Order**

Prior signing of contract with successful bidder, ICDS will issue the work order to successful bidder.

### **3.28.9. Acceptance of Work Order**

The successful bidder shall submit the acceptance of work order on its original letterhead duly signed by authorized signatory within the stipulated timelines mentioned in the Work Order provided by ICDS.

### **3.28.10. Signing of Contract**

- At the same time as the ICDS notifies the successful bidder that its bid has been accepted, the ICDS will send the Bidder the Pro forma for Contract (MSA), incorporating all agreements between the parties.
- ICDS will enter into Agreement (contract) with successful bidder in due course of time. The date of signing of contract will initiate the Timeline “T” of the project work to be started.

### **3.28.11. Failure to agree with the Terms & Conditions of the RFP, LOI, Work order Contract**

Failure of the successful bidder to agree with the terms & conditions of RFP, LOI, Work Order & Contract (MSA) shall constitute sufficient grounds for the annulment of the award, in such a case, ICDS shall forfeit the security deposit of the successful bidder.

### **3.29. Non-Disclosure Agreement (NDA)**

The successful bidder has to sign the Non- Disclosure Agreement ([Annexure D](#)) with ICDS.

### **3.30. Security Deposit**

1. The successful bidder needs to deposit/submit a security deposit of 3% of total contract value in the form of bank guarantee issued by Nationalized/Commercial Bank and should be valid for Six months post contract period. It should be submitted within 15 days from the receipt of the Letter of Intent (LOI) for due and proper fulfilment of bid document conditions.
2. The security deposit should be submitted within the period specified above; failing which ICDS may cancel the offer made to the bidder.
3. The security deposit will be forfeited if the successful bidder has not fulfilled the terms and conditions as mentioned in the bid document, LOI, Work Order & Contract (MSA).



4. ICDS shall also be entitled to make any recoveries due from the bidder from security deposit submitted against this bid document. In such case the bidder will have to recoup the security deposit amount so recovered within 10 days.
5. The security deposit shall be retained by ICDS for 6 months post contract period. No interest will be payable by the ICDS on the amount of the Bid Security. Security Deposit will be released after 6 months post contract period or completion of all work whichever is later. In case the project period is extended beyond contract period, the Successful Bidder shall extend the validity of the security deposit at no extra cost to ICDS.
6. In case if the contract is mutually extended by ICDS for 1 year, then successful bidder must renew the security deposit for agreed period.

### **3.31. Bid Prices**

The bidder has to quote for “Selection of Agency for providing human resources across Maharashtra for POSHAN Abhiyan under ICDS”, in the format given for financial bid. Validity of Bid shall be of 180 days after the opening of financial bid given by bidder.

### **3.32. Bid Currency**

The rates quoted shall be in Indian Rupees only.

### **3.33. Signature**

A representative of the bidder, who is authorized to commit the bidder to contractual obligations, must sign with the bidder's name and seal on all pages of the Bid, including the tender/bid document. All obligations committed by such signatories must be fulfilled.

### **3.34. Correction of errors**

The bidder is advised to take adequate care in quoting the rate. No excuse for corrections in the quoted rate will be entertained afterwards. The corrections or overwriting in bid document should be initialed by person signing the Bid form.

### **3.35. Corrections to Arithmetic errors**

In case of discrepancy between the amounts mentioned in figures and in words, the amount whichever is less shall govern. The amount stated in the Bid form, adjusted in accordance with the above procedure, shall be considered as binding.

### **3.36. Disqualification**

The Bid from the bidders is liable to be disqualified in the following cases:

1. Bid not submitted in accordance with the bid document.
2. The bidder qualifies the bid with his own conditions.
3. During validity of the Bid, or its extended period, if any, the bidder increases his quoted prices.
4. Bid is received in incomplete form.
5. Bid is received after due date and time.



6. Bid received as physical submission.
7. Bid is not accompanied by all requisite supporting documents.
8. Information submitted in technical Bid is found to be misrepresented, incorrect or false, accidentally, unwittingly, or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period if any.
9. The successful bidder fails to enter into a contract within stipulated time frame given by ICDS.
10. Successful bidder has given the letter of acceptance with his conditions.
11. Non-fulfilling of any condition / term by bidder.



## **4. Scope of Work**

### **4.1. Introduction**

The Integrated Child Development Services Schemes (ICDS) is being implemented by the Department of Women and Child Development, Government of Maharashtra (hereinafter after referred to as the “ICDS”). ICDS is an important and prestigious welfare scheme for the benefit of children in the age group of six months to 6 years, adolescent girls, pregnant women and lactating mothers. ICDS Scheme helps to track, Monitor and maintain the growth parameters of children in the age group of six months to 6 years, adolescent girls, pregnant women and lactating mothers.

ICDS seeks the services of a reputed, well established and financially sound Agency for providing human resources across Maharashtra under POSHAN Abhiyan. The selected agency shall deploy such number of manpower as and when demand raised by the Commissionerate of ICDS, Navi Mumbai. The deployed manpower will be the employees of the appointed agency only. It shall be appointed agency’s duty to pay salary as applicable every month directly into their bank account.

This RFP provides information to enable the Bidders to understand the broad requirements to submit their bids.

### **4.2. General Requirement**

1. To provide the requisite number of manpower/resources having qualification / experience for each category required.
2. The manpower may be deployed at every block within Maharashtra region. Resources provided by selected manpower agency shall follow the central government guidelines of the POSHAN Abhiyan.
3. The selected agency shall deploy such number of manpower as and when demand raised by the ICDS. The deployed manpower will be the employees of the appointed agency only. It shall be appointed agency’s duty to pay salary as applicable every month directly into their bank account.
4. Staff deployed by the selected agency shall not have right to demand for any type of permanent employment with ICDS or its allied offices. The selected agency’s personnel shall not claim any benefit/compensation/absorption/regularisation of services with ICDS.
5. Selected agency shall mandatorily provide the manpower’s full details like name, residential address, date of birth, certificates and relevant documents for academic qualification and previous work experience etc. along with a photograph of the person to the Department
6. The manpower deployed by the selected agency should not have any police records/criminal cases pending against them. The selected agency should make adequate enquires about the character and antecedents of the person whom they are deploying at ICDS. The selected agency should also ensure that the personnel deployed are medically fit & certificate of their medical fitness is to be provided when called for.
7. The behaviour of the resources deployed at ICDS office should be of helping nature, polite and should not create any problem with the employees of the ICDS.
8. While executing the order if any accident or death by natural course of the employee of the selected agency is occurred then ICDS will not responsible for the same for compensation, if any.
9. Any liability which may arise in future on account of compensation etc. payable to resources will be borne by the agency. ICDS shall not be liable for such compensation etc.



10. The manpower will work as per ICDS working hours and shall observe all holidays as per the ICDS holiday list from time to time.
11. The selected agency shall conduct a physical inspection of their resources as and when needed at ICDS location or at their deployed locations.
12. The selected agency would ensure replacement of a deployed resource of equal capability within a period of 15 days in case a resources leaves the agency or goes on long leave for whatever reasons or is found unfit for the job assigned.
13. In case the project requires changes/ re-location of any resource that has been deployed, then the designated authorised officer shall inform the selected agency about such change by giving 15 days prior notice. The agency shall have to adhere to such change request and re-align/replace the respective resource within the stipulated timeline.
14. The selected agency should comply with all applicable laws and rules of Government of India/ Government of Maharashtra. The selected agency should at all times indemnify ICDS against all claims, damages or compensation under the provisions of Payment of Wages Act.
15. The selected agency's personnel shall not divulge or disclose to any person, any details of office, operational processes, technical know-how, security arrangements and administrative/organisational matters as most are of confidential/secret nature.
16. Upon the expiry of the agreement, unless extended formally, the selected agency will withdraw all its personnel and clear their accounts by paying them all their legal dues.
17. The deployed manpower of the selected agency shall not join any labour union or resort to strikes or demonstrations or any other agitation of this nature. The personnel shall neither directly or indirectly join nor assist any commotion of civil nature and they will render their sincere services during any kind of natural calamities to their best extent. The personnel must not in any way act against interest of ICDS.
18. The resources should work as per schedule, requirement and timings defined by ICDS for every block. The daily attendance should be maintained by respective deployed resources and it should be provided to selected agency and ICDS.
19. Agency shall undertake background check of these resources before their deployment at the ICDS locations
20. AGENCY may transfer resource from one district/ project to another as and when required with prior permission by the ICDS Commissioner office i.e. if A person is working in the Nagpur location, this resource can be moved to Thane district with prior permission of by the ICDS Commissioner office. The agency shall work on the transfer of resources from one place to another with written permission from ICDS Commissionerate.
21. The selected agency may deploy similar resource with same qualification on the vacant location from where such resources are deployed to another location
22. No additional payment shall be made by the ICDS department on the transferred, assigned resources to the agency or to any person
23. The agency should conduct health check-up of the resources every year and reports of the same should be accessible to the Department. The charges for the same should be borne by agency from their administrative charges.
24. Agency shall ensure that the deployed resources fully adhere to the rules & regulation of the ICDS during their deployment period





25. Agency shall provide the requisite training to resources as per the business requirements
26. Agency shall pay the monthly salary to the deployed manpower through NEFT/Bank Transfer post receipt of monthly payment for the deployed resources from the Department through NEFT/Bank Transfer only. No cash payment to the personnel should be made under any circumstances.
27. Agency shall be responsible for payment of wages to the manpower deployed in compliance of the statutory obligation under all related legislations as applicable to it from time to time including Minimum Wages Act, Employment Provident Fund, ESIC Act, TDS, etc. as applicable. ICDS shall not incur any liability for any expenditure whatsoever on the manpower resources deployed by the agency in this regards.
28. Agency shall provide photo identity cards to the manpower resources deployed at the ICDS under this RFP. Deployed manpower resources shall wear this identity card and shall be displayed prominently while on duty at the ICDS.
29. To agree and confirm that the manpower deployed under this project shall:
  - i. Have responsibilities and duties as per the circular/GR issued by the ICDS and Government of Maharashtra from time to time
  - ii. Not claim nor be entitled for any perks and other facilities admissible to regular/confirmed employees / contractual resources of the ICDS during or after agreement period.
  - iii. Not have right to demand for any type of permanent employment with the ICDS or its allied Offices.
  - iv. Not claim any benefit / compensation / absorption / regularization of services with the ICDS.
  - v. Not divulge or disclose any confidential data of the ICDS to any person or entity
  - vi. Render their sincere services to the ICDS during any kind of natural calamities to their best extent.
  - vii. Not in any way act against interest of the ICDS.
  - viii. Have polite, cordial and positive behaviour while working at the ICDS location
  - ix. Work efficiently while handling the assigned work so that their actions promote goodwill and enhance the ICDS image.
  - x. Agree to be frisked / checked by the security personnel at the entry / exit of the Department's location or on duty at any time during performance of their duties.
30. The agency should do as mentioned below from their administrative fees / charges.
  - i. Conduct skill development training program for the resources being deployed on regular basis as required and charges shall be borne by agency from their administrative fees / charges.
  - ii. Provide resource welfare activity to improve quality of life and job satisfaction.
  - iii. Provide yearly health checkup.
  - iv. Background Check & Police verification of resources.
31. Human Resource Management System (HRMS)
  - i. The agency should have a web based HRMS as on the date of bidding to maintain the resources' attendance details. The system must capture the geo-location of the resource while marking the





attendance. Its access shall be provided to the Department and the customized reports should be made available as and when required. The HRMS is not required to be supply under this Project & should be hosted at the Bidder's premises or cloud data center. The key modules that any good HRMS should provide are Recruitment Module, Work Order Management, Cluster Module, Inventory Module, Invoice Module, Payroll/Account Module covering all the compliance of wages and labor laws for employment etc.

- ii. The ICDS users should have access to the HRMS system and dashboards shall be prepared as per the ICDS requirement
32. ICDS offices shall also maintain a physical file of attendance of these resources at respective locations and the CDPO will validate the attendance every month and submit the final attendance report. This report submitted by CDPO shall be considered final for payments to be made by ICDS to the vendor.
33. ICDS shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the manpower resources deployed by the Selected Agency.
34. No part of the contract nor any share or interest therein shall in any manner or degree be transferred, assigned or sublet by the agency directly or indirectly to any person, firm or whosoever.
35. The Agency shall ensure that the wages of the manpower resources deployed under this RFP are released latest by 7th the every month, irrespective of receipt of payment from ICDS Department.
36. The manpower shall work for 5/6 days a week as per rule ICDS and requirements.

#### **4.3. Deployment process for the manpower**

1. The deployment of manpower shall be done as follows:
  - i. The selected bidder shall provide resumes along with the necessary certificates and documents (Section 4.2 Pt. 5) of suitable resources against deployment of each post to the concerned head of the ICDS.
  - ii. Head of the Department / Officer of the ICDS shall conduct interview if required and shortlist the resource/s.
  - iii. The details of the shortlisted resource shall be communicated to the Commissioner office by the concerned agency.
  - iv. Once the resource is deployed, the respective representative of the Department's official shall allocate the work to be done to respective resource/s and the resource shall report to the department's officials for all work related purpose
2. The agency shall deploy the manpower within 30 days (or within such additional time as may be allowed by the Department) from the date of receipt of work order. Any additional deployment as requested by the Department shall have to be met within 15 days (or within such additional time as may be allowed by the Department) from the date of work order issued by the Department.
3. Depending on the business requirement selected agency can reshuffle / withdraw / replace the resource/s.



4. Also, if resource not found suitable for any reasons by the concerned office, the respective office should report to agency to withdraw / replace the resource with due approval. The agency shall withdraw / replace the respective resource after such approval of the concerned office.
5. Since the resource will be deployed on-site at concerned office. It's difficult to have control on individual resource by agency. In case of misbehaviour / misconduct / malpractices done by any of onsite deployed resource, the information of such resource should be given by the concerned office to respective agency in writing and demand for the replacement of that resource. Agency shall immediately terminate the services of that respective resource involved in malpractice / misconduct / misbehaviour.
6. The Department shall pay the agreed man-month rate for the deployed resources to the agency as per the payment terms stipulated in this RFP, failing which the Bidder shall have right to withdraw the resources.
7. No wage / remuneration shall be paid to any manpower resources for the days of absence from duty.

#### **4.4. Qualification & Experience details of proposed manpower**

1. This RFP has defined following different resource types along with their qualification & experiences have been defined which shall be require by the Department across the State during the Selection period.
2. The indicative table mentioning manpower category and their respective qualification / experience needed to be deployed under POSHAN Abhiyan Project at various locations is as mentioned in the RFP.
3. The manpower to be deployed on a contractual basis by the agency at various project offices / locations of the ICDS Department & its field offices across the State.
4. The resources requirements may increase/decrease depending on the business requirements. The agency shall provide these resources as and when needed by the Department.
5. The Payment of resources deployed at field level of ICDS department , Navi Mumbai offices should be made by the Agency, to the personnel in accordance with administrative guidelines defined by the Central government during the contract period without violating any rules prescribed therein.



#	Position	No. of Positions	Consolidated Remuneration	Essential Qualification and Experience	Desirable	Scope of Work
1	Consultant (Planning, Monitoring & Evaluation)	1	Rs. 60,000/- per month.	<p>PG degree/diploma in Management/ Computer Applications/Computer Science or B. Tech/BE in IT/Computer Engineering or PG in Science with formal training on IT/computer with at least 55% marks.</p> <ul style="list-style-type: none"><li>• At least 3 years experience in IT/ICT Systems</li><li>• implementation and analysis.</li><li>• Project management experience.</li><li>• Extensive experience in development and implementation of web-based applications and mobile applications and demonstrated knowledge and proficiency in M&amp;E methodologies</li><li>• Excellent oral and written communication skills in English and conversant in local language.</li><li>• Good computer skills.</li></ul>	<ul style="list-style-type: none"><li>• 5 years of experience in IT system implementation and analysis.</li><li>• Experience in managing large scale technology implementation in Government.</li><li>• Experience of working with Government/Government organizations.</li><li>• Experience in implementation of mobile technology for community health or nutrition (m-Health) programs.</li><li>• Knowledge of statistical software packages (e.g. SPSS, STATA, etc.)</li><li>• Knowledge of project management techniques.</li></ul>	<ol style="list-style-type: none"><li>1. Design a project plan detailing various activities to be performed along for the implementation of Information and Communication Technology enabled Real Time Monitoring (ICT-RTM) of ICDS with completion dates for the same;</li><li>2. Prepare periodic progress reports detailing tasks completed and issues/escalations/ risks;</li><li>3. Assist the Nodal Officer in overseeing the on-time completion of activities of the Procurement, Operations, Training, Publicity, Recruitment, etc.;</li><li>4. Coordination with the State Department of Women and Child Development/Social Welfare, SPMU team, training institutes, State Skill Development</li></ol>



#	Position	No. of Positions	Consolidated Remuneration	Essential Qualification and Experience	Desirable	Scope of Work
						<p>Mission, State IT Mission and relevant Development partners for effective implementation of ICT-RTM;</p> <p>5. Follow-up and facilitate necessary assistance to ensure that the Mission plan is implemented in project districts in a timely manner;</p> <p>6. Facilitate dissemination of relevant //guidelines, reporting formats, training manuals and other documents relevant to the Mission, developed by the NNRC-CPMU, at the state, district and sub-district level.</p> <p>7. Develop a program evaluation framework to identify areas for improvement;</p> <p>8. Ensure data for indicators on implementation within the results monitoring framework of the project is updated every six months and made available to MWCD;</p>



#	Position	No. of Positions	Consolidated Remuneration	Essential Qualification and Experience	Desirable	Scope of Work
						<p>9. Support documentation and dissemination of best practices on ICT-RTM in the Mission and facilitate cross learning on the same across districts;</p> <p>10. Support the Director and Joint Project Coordinators in the preparation of quarterly and annual progress reports;</p> <p>11. Develop processes for the smooth functioning of ICT-RTM, like, transfer of devices in case AWWs quit/new AWWs join etc.</p> <p>12. Assist the Director in obtaining necessary approvals, inputs and feedback on implementation, monitoring and evaluation of related activities.</p> <p>13. Periodically share progress reports detailing tasks completed and issues/escalations/risks related to the implementation of ICT-RTM with relevant</p>



#	Position	No. of Positions	Consolidated Remuneration	Essential Qualification and Experience	Desirable	Scope of Work
						<p>counterparts at the MWCD and collate and provide relevant information as and when required by the MWCD.</p> <p>14. Monitor and liaison with the State, District and Block Helpdesk to ensure technical support issues are addressed satisfactorily and promptly and that issues are being properly triaged.</p> <p>15. Guide and support State, District and Block level officials in the usage of ICT-RTM in a timely manner, with quality.</p> <p>16. Any other activity, identified by the Director in-charge of Mission, as relevant to the Mission.</p>
2	Consultant (Health & Nutrition)	1	Rs. 60,000/- per month.	<p>PG degree in Nutrition/ Public Health/ Social Sciences/ Rural Development Community Medicine with at least 55% marks</p> <ul style="list-style-type: none"> <li>At least 3 years experience in planning, implementation and monitoring of child and</li> </ul>	<ul style="list-style-type: none"> <li>5 years of experience of working in nutrition/ public health/ social development programs.</li> <li>Experience of working with Government/ Government organizations/ inter-organizations.</li> </ul>	<p>1. Provide technical leadership and facilitate designing of nutrition related activities and pilots to be implemented in the Mission.</p> <p>2. Provide managerial leadership and facilitate development of annual</p>



#	Position	No. of Positions	Consolidated Remuneration	Essential Qualification and Experience	Desirable	Scope of Work
				<p>women nutrition programs.</p> <ul style="list-style-type: none"> <li>For applicants with PhD (in nutrition related subjects), 3 years of doctoral time would be counted as 3 years of experience.</li> <li>Expertise in MS Office including Word, Excel and PowerPoint.</li> <li>Good understanding of decentralized planning and supportive supervision.</li> <li>Excellent oral and written communication skills in English and ability to converse in local language.</li> </ul>	<ul style="list-style-type: none"> <li>In-depth knowledge of key nutrition issues and nutrition programs.</li> <li>Knowledge of project management techniques.</li> </ul>	<p>Mission's work plans.</p> <ol style="list-style-type: none"> <li>Facilitate implementation of all nutrition related activities in the Mission, including multi-sectoral nutrition actions.</li> <li>Provide necessary assistance to ensure that plans are implemented in a timely manner to achieve the agreed milestones of the Disbursement Linked Indicator</li> <li>Facilitate the dissemination of relevant guidelines, reporting formats and documents relevant to the Mission, developed by MWCD, at the state, district and sub-district levels.</li> <li>Ensure data for the results monitoring framework of the project is updated every six months and made available to the MWCD.</li> <li>Monitor and review progress of all project interventions and indicators of the results monitoring framework, identify bottle necks in</li> </ol>



#	Position	No. of Positions	Consolidated Remuneration	Essential Qualification and Experience	Desirable	Scope of Work
						<p>achievement/reporting of results and facilitate supportive action to resolve these.</p> <p>8. Ensure availability of state approved project related documentation on the website of DWCD/DoSW.</p> <p>9. Facilitate verification of achievement of milestones of Disbursement Linked Indicators by the Independent Verification Agency.</p> <p>10. Identify emerging needs from the Mission and facilitate action through Director in-charge of Mission.</p> <p>11. Support the Director in facilitating meetings with technical expert committees, relevant line departments such as, Departments of Health and Family Welfare, Rural Development, Social Welfare, Agriculture, Horticulture, Food Processing etc. and other stakeholders on nutrition &amp; multi- sectoral issues.</p> <p>12. Support documentation and dissemination of best</p>





#	Position	No. of Positions	Consolidated Remuneration	Essential Qualification and Experience	Desirable	Scope of Work
						<p>practices in the Mission and facilitate cross learning on the same across districts.</p> <p>13. Monitor and review progress of all nutrition related Mission activities and indicators, identify areas and districts in need of support and take follow up supportive action as required.</p> <p>14. Support preparation of quarterly and annual project progress reports.</p> <p>15. Liaison and coordinate with external stakeholders.</p> <p>16. Any other activity, identified by the Director, as relevant to the Mission.</p>
3	Consultant (Capacity Building & BCC)	1	Rs. 60,000/- per month.	<ul style="list-style-type: none"> <li>PG degree in Social Sciences/ Health Communication/ Mass Communication/Rural Development that includes courses on training/capacity building management in nutrition/public health with at least 55% marks</li> <li>At least 3 years experience in planning and implementing</li> </ul>	<ul style="list-style-type: none"> <li>5 years of experience of working in nutrition/ public health/ social development programs. Good knowledge and understanding of public health/ nutrition programs.</li> <li>Experience of working with Government/ Government organizations/ international agencies</li> <li>Knowledge of project management techniques</li> </ul>	<p>1. Provide technical leadership and facilitate development and deployment of Behaviour Change Communication and Capacity Building interventions in the Mission.</p> <p>2. Support development of work plans and budget for all training plans under Mission in consultation and collaboration with the</p>



#	Position	No. of Positions	Consolidated Remuneration	Essential Qualification and Experience	Desirable	Scope of Work
				<p>behaviour change communication and capacity building interventions in public health/ nutrition programs.</p> <ul style="list-style-type: none"> <li>• Expertise in MS Office including Word, Excel and PowerPoint.</li> <li>• Professional experience in planning, implementation and monitoring of training programs and state and district levels.</li> <li>• Excellent oral and written communication skills in English and ability to converse in local language.</li> </ul>		<p>Director in- charge of Mission and other technical consultants.</p> <ol style="list-style-type: none"> <li>3. Coordination with the State Department of Women and Child Development/Social Welfare, SNRC- SPMU team, training institutes, State skill development mission, State IT missions and relevant Development &amp; NGO partners for effective deployment of training programs.</li> <li>4. Facilitate dissemination of relevant guidelines, reporting formats, training manuals and other documents relevant to the Mission, developed by the NNRC- CPMU, at the state, district and sub-district level.</li> <li>5. Provide technical support to training programs at state, district, block, sector and Aanganwadi Center levels; ensure adherence to training modules and guidance provided by the MWCD</li> <li>6. Identify high quality master trainers in the</li> </ol>



#	Position	No. of Positions	Consolidated Remuneration	Essential Qualification and Experience	Desirable	Scope of Work
						<p>states, organize training of master trainers for various interventions, including POSHAN Tracker deployment, and Incremental Learning and follow up on quality of training program.</p> <p>7. Follow-up and facilitate necessary assistance to ensure that training plans are implemented in a timely manner to achieve agreed milestones of the Disbursement Linked Indicators</p> <p>8. Coordinate documentation relating to assessment of training programs. Ensure maintenance and management of records and progress reports at sector, block, district and state levels.</p> <p>10. Ensure data for indicators on training within the results monitoring framework of the Mission is updated every six months and made available to the NNRC-CPMU.</p> <p>11. Monitor and review</p>



#	Position	No. of Positions	Consolidated Remuneration	Essential Qualification and Experience	Desirable	Scope of Work
						<p>progress of all training interventions and relevant indicators of the results monitoring framework, identify bottle necks in achievement/reporting of results and facilitate supportive action to resolve these.</p> <p>12. Support designing of behaviour change communication interventions and pilots, if any.</p> <p>13. Support the Director in organizing and facilitating meetings with technical expert committees, relevant line departments such as, Health and Family Welfare, Civil Society Organizations and other stakeholders on issues related to behaviour change communication &amp; capacity building.</p> <p>14. Monitor and review progress of all behaviour change communication &amp; capacity building interventions and indicators, identify areas in need of support and take follow up supportive</p>



#	Position	No. of Positions	Consolidated Remuneration	Essential Qualification and Experience	Desirable	Scope of Work
						<p>action, liaison and coordinate with external stakeholders in consultation with Director.</p> <p>15. Support districts in preparation of annual training plan, planning and organizing trainings as per the finalized training plan.</p> <p>Orient and build capacities of district and block level Mission staff on all training related guidelines, manuals, tools etc.</p> <p>17. Carry out periodic supportive supervision visits, prioritizing poor performing districts to monitor the progress of planned trainings.</p> <p>18. Prepare training plan progress report detailing the users who have received/missed training.</p> <p>19. Ensure timely conduction of refresher trainings.</p> <p>20. Facilitate verification of achievement of milestones of Disbursement Linked Indicators for the Independent Verification</p>



#	Position	No. of Positions	Consolidated Remuneration	Essential Qualification and Experience	Desirable	Scope of Work
						Agency. 21. Any other activity, identified by the Director, as relevant to the project.
4	Accountant	2	Rs. 30,000/- per month.	<ul style="list-style-type: none"> <li>PG degree in Commerce/ Accounting/ CWA- Inter/CA- Inter with at least 50% marks</li> <li>At least 3 years experience in accounting with exposure in budgeting &amp; audit out of which 1 year should be in Government/ PSU.</li> <li>Expertise in MS Office including Word, Excel and PowerPoint.</li> </ul> <p><b>Or</b></p> <ul style="list-style-type: none"> <li>Government employees retired as Accountant with at least five year' experience/Accounts Officer/Audit Officer with at least 3 year' experience.</li> </ul>	<ul style="list-style-type: none"> <li>5 years experience in accounting with exposure in budgeting &amp; auditing.</li> <li>Knowledge of administrative system and procedures of the Central Government, any accounting software will be an added advantage.</li> <li>Strong computer skills, especially in the use of MS Word and Excel.</li> </ul>	<ol style="list-style-type: none"> <li>Provide support to preparation of project budget estimates keeping in view of the approved allocations and past expenditure under the Mission, revised estimates, if any, and ensure its submission to the MWCD.</li> <li>Keep track and maintain database of funds released by MWCD and the yearly utilization certificates to be submitted by the State; process timely re-validation of unspent balances, if any.</li> <li>Ensure timely submission of the financial reports (FMRs) to MWCD.</li> <li>Process bills for timely payment/re-imbursement of all expenditures incurred in the SNRC-SPMU including monthly remuneration of the Consultants and other Mission staff, ensuring adequate internal controls</li> </ol>



#	Position	No. of Positions	Consolidated Remuneration	Essential Qualification and Experience	Desirable	Scope of Work
						<p>to support the payments.</p> <ol style="list-style-type: none"> <li>Liaison with the IFD/Budget Section/Plan Unit of MWCD for budget allocation, re-allocations and other approvals as may be necessary from time to time.</li> <li>Keep track and maintain ledger book of all expenditures incurred in the SNRC- SPMU and ensure reconciliation with the Pay &amp; Accounts Office on a</li> <li>Liaison with the AG Civil Audit for annual audit of the Mission and financial statements of the SNRCSPMU;</li> <li>Any other financial related activities of the project that may be assigned by the Director.</li> </ol>
5	Project Associate	2	Rs. 25,000/- per month.	<p>Graduate in Computer Science or IT</p> <ul style="list-style-type: none"> <li>At least 2 years work experience in the relevant field</li> <li>Formal training in IT/mobile applications.</li> <li>Experience in working with technology and</li> </ul>	<ul style="list-style-type: none"> <li>PG Degree in Computer Science or IT with 3 years experience in application maintenance and support.</li> <li>Proven ability to successfully handle multiple tasks within a team environment and great attention to detail.</li> </ul>	<ol style="list-style-type: none"> <li>User account management, including updating roles and permissions.</li> <li>Master data management and updating.</li> <li>System administration.</li> <li>Provision of support to State level officials in</li> </ol>



#	Position	No. of Positions	Consolidated Remuneration	Essential Qualification and Experience	Desirable	Scope of Work
				<p>software application support.</p> <ul style="list-style-type: none"> <li>Previous experience in working with front line workers of Government Department and training on IT/Mobiles/Computer</li> <li>Good oral and written communication skills in local language.</li> <li>Computer literacy must.</li> </ul>	<ul style="list-style-type: none"> <li>Problem solving skills must.</li> </ul>	<p>using POSHAN Tracker web application.</p> <ol style="list-style-type: none"> <li>Coordination with OEMs, telecom companies, etc. on issue resolution.</li> <li>Training of District helpdesk.</li> <li>Supervision District helpdesk.</li> <li>Escalation of issues to Software Development Agency as needed.</li> <li>Provision of general application support i.e. solve issues escalated from Block level in regard to mobile application, web application or reporting.</li> <li>Management of web application i.e. extend user management support, set and update new roles and permissions and release new apps for auto-update.</li> <li>Management of addition and removal of users from system</li> <li>Data analysis and knowledge extraction.</li> <li>Any other tasks that may be assigned by the Director.</li> </ol>





#	Position	No. of Positions	Consolidated Remuneration	Essential Qualification and Experience	Desirable	Scope of Work
6	Secretarial Assistant/DEO	2	Rs. 15,000/- per month.	As per State norms		As per State Requirements
7	Office Messenger/ Peon)	2	Rs. 8,000/- per month or as per respective State's extant Wage Act.	As per State norms		As per State Requirements
8	District Coordinator	36	Rs. 30,000/- per month.	Graduate or Certification/ Diploma in Computer Science or IT <ul style="list-style-type: none"> <li>At least 2 years experience in application maintenance &amp; support.</li> <li>Good oral and written communication skills in local language.</li> <li>Computer literacy must.</li> <li>Willingness to travel a must.</li> <li>Mandatorily local candidates should be engaged.</li> </ul>	<ul style="list-style-type: none"> <li>4 years experience in application maintenance and support.</li> <li>Formal training on IT/ computer</li> <li>Experience working with technology and software application support</li> <li>Proven ability to successfully handle multiple tasks within a team environment</li> <li>Great attention to detail and problem solving skills</li> </ul>	<ol style="list-style-type: none"> <li>Supporting training of Block helpdesk in ICT-RTM.</li> <li>Supervise Block helpdesk.</li> <li>Support District level ICDS officials on usage of POSHAN Tracker system.</li> <li>Escalate issues as needed.</li> <li>Logging and managing issues in the Issue Tracker application (POSHAN Tracker application).</li> <li>Provide general application support i.e. solve issues escalated from Block level in regard to mobile application, web application or reporting.</li> <li>Extend help for lost/stolen phones.</li> <li>Monitor worker activity reports.</li> <li>Follow up on actions from activity reports.</li> </ol>



#	Position	No. of Positions	Consolidated Remuneration	Essential Qualification and Experience	Desirable	Scope of Work
						10. Any other tasks that may be assigned by the Director.
9	District Project Assistant	36	Rs. 18,000/- per month	Graduate Degree/Post Graduate Diploma in Management/ Social Sciences/ Nutrition, • Minimum 2 years work experience of capacity building, with supervisory skills • Good oral and written communication skills in local language and fair skills in English • Good computer skills/knowledge of internet/email • Ability to work in a team and willingness to travel extensively. • Mandatorily local candidates should be engaged.	• 3 years experience of working in social program. • Experience of working on Government Programs in the social sector -Health, Nutrition, Education, Water and Sanitation	1. Support and supervise timely implementation of all Mission activities in the district. 2. Facilitate and participate in all capacity building initiatives undertaken within the project at district and block levels. 3. Periodically assess capacity building needs of district and block level ICDS staff and functionaries and organize and facilitate relevant trainings as per the guidance of the DPO and Commissioner/Director, ICDS. 4. Ensure timely completion and monitoring of planned community mobilization activities within the district to strengthen the demand for ICDS services. 5. Make regular monitoring and supportive supervision visits within the district to provide on-



#	Position	No. of Positions	Consolidated Remuneration	Essential Qualification and Experience	Desirable	Scope of Work
						<p>site support to CDPOs and the ICDS Supervisors to ensure all project activities are completed as per schedule.</p> <p>6. During monitoring and supervision visits review and ensure maintenance of reporting formats for all Mission activities.</p> <p>7. Ensure effective coordination between the existing ICDS program activities and project activities, wherever required, in collaboration with the DPO.</p> <p>8. Ensure collation of Utilization Certificates from Aanganwadis for activities under the Mission and their correct aggregation at the CDPO and DPO levels.</p> <p>9. Prepare monthly progress/monitoring reports in the prescribed formats for project activities and submit the same to the DPO and Commissioner/Director, ICDS.</p> <p>10. Coordinate with the related line departments</p>



#	Position	No. of Positions	Consolidated Remuneration	Essential Qualification and Experience	Desirable	Scope of Work
						<p>at the district level for facilitating convergent/ multi-sectoral activities under the Mission.</p> <p>11. Facilitate engagement with potential civil society organizations, NGOs, etc. for partnership and support for project implementation.</p> <p>12. Any other task assigned by DPO.</p>
10	Block Coordinator	553	Rs. 20,000/- per month.	<p>Graduate.</p> <ul style="list-style-type: none"> <li>At least 2 years experience of working with technology and software application support</li> <li>Good oral and written communication in local language</li> <li>Mandatorily local candidates should be engaged.</li> </ul>	<ul style="list-style-type: none"> <li>Formal training on IT/ computer</li> <li>Worked with front line workers in any Social Development Program of Government</li> <li>Proven ability to successfully handle multiple tasks within a team environment</li> <li>Attention to detail and problem solving skills</li> </ul>	<p>1. Supporting training of AWWs and Supervisors in Information and Communication Technology enabled Real Time Monitoring (ICT-RTM).</p> <p>2. Monitoring usage of ICT-RTM by AWWs by using POSHAN Tracker Reports and follow-up on low usage.</p> <p>3. Providing in-person and over-phone troubleshooting support to users facing hardware or software problems with mobiles, tablets and basic issues with POSHAN Tracker application.</p> <p>4. Logging issues in the Issue Tracker application,</p>



#	Position	No. of Positions	Consolidated Remuneration	Essential Qualification and Experience	Desirable	Scope of Work
						<p>which is part of POSHAN Tracker.</p> <ol style="list-style-type: none"><li>5. Training reinforcement to AWWs identified as low performers using POSHAN Tracker Reports.</li><li>6. Providing performance feedback to AWWs.</li><li>7. Submitting phones to Original Equipment Manufacturer (OEM) for hardware replacement and repair.</li><li>8. Escalation of issues to Block/District Coordinator via the Issue Tracker application. Criteria for escalation will be defined in POSHAN tracker Guidelines.</li><li>9. Supporting Block level ICDS officials on usage of POSHAN Tracker system.</li><li>10. Any other task as indicated by CDPO.</li></ol>



#### **4.5. Cost Escalation**

The man-month rate mentioned in the financial proposal shall be as per the guidelines mentioned in section 8.2.

#### **4.6. Payment Terms**

1. The invoice/s should be submitted by selected agency on quarterly basis along with attendance of the resources provided.
2. No advance payment shall be made.
3. There will be online Standard operating procedure (SOP) for release of payment to Agency.
4. The selected agency shall submit the invoice on quarterly basis to the Department.
5. Payments shall be made by the Department after receiving fund from central government of this hired manpower and Seven (7) working days after submission of the invoice by the selected agency. And Agency shall also release payment / salary to deployed resources within Seven (7) working days after receiving of payments from the Department. However the agency shall release payment to only those deployed resources for whom the Department has paid to the Agency. The Agency shall not be held responsible for deployed resources for whom the Department has not released the payment.
6. All payments to the selected agency will be made subject to deduction of TDS (Tax deduction at Source) as per the income- Tax Act, 1961, penalty and other taxes if any as per Government of India Rules.
7. The Agency shall quote the man-month rates as per the rate mentioned in central government guidelines and given in the commercial format with currently applicable Goods and Service Tax (GST). If any upward revision in GST rates and / or any new tax, duty, levies if introduced by State or Central Government and if that is applicable for this contract then the same new tax, duty, levies shall be paid by Commissionerate of ICDS department to selected Agency.
8. Payment shall be made in Indian Rupees by RTGS / NEFT in the name of selected agency.
9. The Department shall deduct penalty as applicable from the payment to be paid to the selected agency
10. The bidder shall share the proof of last month salary transfers to manpower supplied along with salary slip or Bank statement supplied along with the current month invoice, else the payment of these invoices will not be processed.

#### **4.7. Service Level Agreement**

1. Agency will have to provide the required manpower within 30 days (or within such additional time as may be allowed by ICDS) from the date of receipt of work order. If the deployment of manpower resource delays 7 days beyond these 30 days (or the extended time allowed by ICDS), then Rs. 500/- shall be deducted per day per manpower resource. This amount shall be recovered from the payment of the succeeding month.



2. Due to prevailing COVID epidemic, if the selected agency is not able to meet the timeline of deployment on account of partial / full lockdown and / or Govt. restrictions with regards to general movement, then both the party shall discuss and mutually agree revised timelines for deployment of resources. In case the selected fails to meet revised agreed timelines, the necessary SLA shall be applicable.
3. Where any claim for the payment of a sum of money arises, out of or under this contract against the Agency, the ICDS shall be entitled to recover such a sum by appropriating in part or whole, from the performance bank guarantee to be deposited by the agency.
4. In the event of the Performance Bank Guarantee being insufficient, the balance of the total sub recoverable, as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due to the agency under. Should this sum not be sufficient to recover the full amount recoverable, the agency shall pay to the ICDS the remaining balance due.
5. Agency shall monitor and maintain the stipulated service levels to provide quality service to ICDS Commissionerate. In case of default on any or all such Service Levels, ICDS Commissionerate reserve the rights to levy penalties on Agency. The penalties shall be recovered from the invoices submitted by Agency.
6. In case of additional demand, the manpower should be deployed within 30 days (or within such additional time as may be allowed by ICDS Commissionerate) from the date of work order is received. If the deployment of manpower delays 7 days beyond these 30 days (or the extended time allowed by ICDS Commissionerate), then Rs.500/- shall be deducted per day per manpower resource. This amount shall be recovered from the payment amount of the succeeding month.
8. ICDS Commissionerate shall be at liberty to check any time, the performance of deployed manpower & may ask for the replacement for any resource that found non-satisfactory. Agency shall ensure that replacement of a deployed manpower of equal capability within a period of 15 days in case a resource leaves the agency or goes on long leave (period exceeding one week) for whatever reasons or is found unequal to the job assigned. If the deployment of manpower delays 7 days beyond these 15 days (or the extended time allowed by ICDS Commissionerate), Rs. 250/- shall be deducted per day per manpower resource. This amount shall be recovered from the payment amount of the succeeding month. This condition will not be applicable for requirements of short duration i.e. less than 6 months.
9. These above mentioned all SLAs shall also be applicable for requirements of short duration i.e. less than 6 months.
10. In exceptional circumstances like resignation or inter-departmental transfer of the resource for his / her career advancement or any of the personnel issues of the resources, Agency shall transfer such resource with similar resource by giving prior written intimation to ICDS Commissionerate.
11. Agency will follow all the provisions of the labour laws whenever applicable and will have to observe all the rules and regulations pertaining to PF and Labour Laws as applicable.



#### **4.8. Exit Management**

1. In the event the Commissionerate of ICDS, Navi Mumbai terminates the Contract in whole or in part for any reason not mentioned above, then Commissionerate of ICDS, Navi Mumbai shall not be liable to pay “Exit Compensation” to the selected agency. This exit compensation shall be amicably discussed and settled between Commissionerate of ICDS and agency

### **5. General Conditions of Contract**

#### **5.1. Governing Law**

The contract shall be governed by and interpreted in accordance with the laws of the India as well as laws of Government of Maharashtra.

#### **5.2. Confidential Information**

1. ICDS and the successful bidder shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the contract, whether such information has been furnished prior to, during or following completion or termination of the contract.
2. The successful bidder shall not use the documents, data, and other information received from ICDS for any purpose other than the services required for the performance of the contract.

#### **5.3. Change in Laws and Regulations**

Unless otherwise specified in the contract, if after the date of the invitation for bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed that subsequently affects the delivery date and/or the contract price, then such delivery date and/or contract price shall be correspondingly increased or decreased, to the extent that the successful bidder has thereby been affected in the performance of any of its obligations under the contract.

#### **5.4. Force Majeure**

1. The successful bidder shall not be liable for termination for default if and to the extent that it's delays in performance or other failure to perform its obligations under the contract is the result of an event of force majeure.
2. For purposes of this clause, force majeure means an event or situation beyond the control of the successful bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the successful bidder. Such events may include, but not be limited to, acts of ICDS in its sovereign capacity, wars or revolutions, fires, floods, epidemics, COVID-19, quarantine restrictions, and freight embargoes.





3. If a force majeure situation arises, the successful bidder shall promptly notify ICDS in writing of such condition and the cause thereof. Unless otherwise directed by ICDS in writing, the successful bidder shall continue to perform its obligations under the contract as far as it is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

### **5.5. Change Orders and Contract Amendments**

1. ICDS may at any time order the successful bidder to make changes within the general scope of the contract,
2. If any such change causes major deviation required for, the successful bidder performance of any provisions under the contract, an equitable adjustment may be made in the delivery and completion schedule, or both, and the contract may accordingly be amended without any change in contract price.

### **5.6. Settlement of Disputes**

#### **5.6.1. Performance of the contract**

Performance of the contract is governed by the terms and conditions of the contract, in case disputes arise between the parties regarding any matter under the contract, either party of the contract may send a written notice of dispute to the other party. The party receiving the notice of dispute will consider the notice and respond to it in writing within 30 days after receipt. ICDS and the successful bidder shall make every effort to resolve disputes amicably by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract will be settled at the level of Commissioner of ICDS.

#### **5.6.2. Arbitration**

1. In the case of dispute arising, upon or in relation to, or in connection with the contract between ICDS and the successful bidder, which has not been settled amicably, any party can refer the dispute for arbitration under (Indian) arbitration and conciliation act, 1996.
2. For any dispute in the matter the same will be settled at the level of hon. Commissioner of ICDS will be final.
3. Arbitration proceedings shall be held in Mumbai, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
4. The decision of the Commissioner of ICDS shall be final and binding upon both parties.

### **5.7. Extensions of Time**

1. If at any time during performance of the contract, the successful bidder should encounter conditions impeding timely delivery of the services, the successful bidder shall promptly notify ICDS in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt



of the successful bidder letter, ICDS shall evaluate the situation and may at its discretion extend the successful bidder time for performance in writing.

2. Delay by the successful bidder in the performance of its delivery and completion obligations shall render the bidder liable for disqualification for any further bids in ICDS, unless an extension of time is agreed mutually.

## **5.8. Termination**

### **5.8.1. Termination by ICDS**

1. ICDS may, without prejudice to any other remedy for breach of conditions mentioned in LOI, work order or MSA (contract), terminate this contract in case of the occurrence of any of the events specified in RFP. ICDS shall give a not less than 30 days' written notice of termination to the successful bidder.
2. If the successful bidder does not remedy a failure in the performance of its obligations under the contract, within thirty (30) days after being notified or within any further period as ICDS may have subsequently approved in writing.
3. If the successful bidder becomes insolvent or goes into liquidation, or receivership whether compulsory or voluntary.
4. If, in the judgment of ICDS has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
5. If the successful bidder submits to the ICDS a false statement which has a material effect on the rights, obligations or interests of ICDS.
6. If the successful bidder places itself in a position of conflict of interest or fails to disclose promptly any conflict of interest to ICDS.
7. If the successful bidder fails to provide the quality services as envisaged under this contract, ICDS may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. ICDS may decide to give one chance to the successful bidder to improve the quality of the services.
8. If ICDS, in its sole discretion and for any reason whatsoever, decides to terminate this contract.

### **5.8.2. Termination by Bidder**

1. The successful bidder may terminate this contract, by not less than 30 days' written notice to ICDS.
2. If, as the result of force majeure, the successful bidder is unable to perform a services for a period of not less than 60 days.

### **5.8.3. Payment upon Termination**

Upon termination of this contract, the ICDS may make the following payments to the successful bidder:



1. If the contract is terminated, remuneration for services satisfactorily performed and sign off given by ICDS, prior to the effective date of termination.
2. If the agreement is terminated, the successful bidder shall not be entitled to receive any agreed payments upon termination of the contract. However, the ICDS may not consider making a payment for the part satisfactorily performed and sign off given by ICDS. Applicable under such circumstances, upon termination, the ICDS may also impose liquidated damages. The successful bidder will be required to pay any such liquidated damages to ICDS within 30 days of termination date.

#### **5.8.4. Assignment**

If successful bidder fails to render services in stipulated timeframe and as per schedule, ICDS, at its discretion and without any prior notice to successful bidder, may discontinue or minimize scope of work appoint/board any other similar agency to render similar services to complete project in stipulated timeframe.

#### **5.9. Other Conditions**

1. The Successful Bidder should be complying with all applicable laws and rules of GoI/GoM/ULB.

#### **5.10. Delays in bidder's performance**

If at any time during performance of the contract, the bidder may encounter conditions impeding performance of the services, the bidder shall promptly notify ICDS in writing of the facts of the delay, its likely duration and its causes.

As soon as after receipt of bidder's notice, ICDS shall evaluate the situation and may at its discretion, extend the bidders time for performance with or without penalty in which case the extension shall be ratified by the bidders by amendment of the contract. For avoidance of doubt, delay in performance for reasons beyond control of the bidder or for reasons not attributable to the bidder or for reasons attributable to ICDS, shall not attract any penalty.

#### **5.11. Modification in requirements**

ICDS has given broad outline of selection of Agency for providing Third Party human resources across Maharashtra for POSHAN Abhiyan Project. The bidder has to ensure fulfillment of all requirements for implementation of selection of Agency for providing Third Party human resources across Maharashtra for POSHAN Abhiyan project. However, due to change in Government policy or due to unavoidable circumstances, ICDS requirement, the bidder has to change the requirement as per business needs during the contractual period, without any additional cost or any upward revision in rates.



### **5.12. Bidder's integrity**

The bidder is responsible for oblige to conduct all activities as defined in the scope of work in accordance with contract.

### **5.13. Bidder's obligation**

1. Bidder's obligations shall include all the activities as specified by the Department in the Scope of Work and other sections of the Tender and Contract and changes thereof to enable ICDS COMMISSIONERATE to meet the objectives and operational requirements.
2. It will be bidder's responsibility to ensure the proper and successful deployment of the manpower resources in accordance with and in strict adherence to the terms of this RFP and this Contract.
3. The bidder's shall bear all expenses regarding preparation of manpower's identity card and shall ensure that the resources deployed shall wear the identity card at all time while on duty
4. The bidder shall retain all the documentary proof/papers of the respective statutory bodies i.e., Employees / contractual resources State Insurance, Provident Fund and GST. These documents shall be deposited by AGENCY on specific request of the department.
5. The bidder shall be contactable at all times and message sent by phone/e-mail/Fax/Special Messenger/SMS from the Department and shall acknowledge immediately on receipt on the same day.
6. The bidder shall fulfil any other obligations as mentioned in the RFP document.
7. The bidder is responsible for managing the activities of its personnel will hold itself responsible for any misdemeanor.
8. The bidder will treat as confidential all data and information about ICDS, obtained in the execution of his responsibilities in strict confidence and will not reveal such information to any other party. ICDS will treat as confidential all data and information about bidder, obtained in the execution of his responsibilities in strict confidence and will not reveal such information to any other party.

### **5.14. ICDS Obligations**

1. ICDS nominated representative shall act as the nodal point for implementation of the contract and for issuing necessary instructions, approvals, commissioning, acceptance certificates, payments etc. to Agency.
2. ICDS representative shall interface with Agency to provide the required information, clarifications, and to resolve any issues as may arise during the execution of the agreement.
3. ICDS may provide on Agency request, particulars/information/ or documentation that may be required by Agency for providing services covered under this agreement.



4. ICDS may provide to the manpower resources deployed under this RFP, sitting space and basic infrastructure at the office location.
5. ICDS shall ensure that timely approval is provided to Agency as and when required, which may include approval of manpower resource deployment plan, or any other document necessary in fulfilment of this agreement.
6. ICDS Commissionerate shall ensure that the payment to Agency shall be released as per the stipulated payment terms mentioned in this agreement.

#### **5.15. Corrupt or Fraudulent Practices**

The ICDS requires that the bidder under this bid document, observe the highest standards of ethics during the execution of this contract.

#### **5.16. Interpretation of clauses in bid document/contract document**

In case of any ambiguity, in the interpretation of any of the clauses in bid document or contract document, the ICDS interpretation of the clauses shall be final and binding on all parties.

#### **5.17. Liquidate Damages**

In addition to the penalty as mentioned in the SLA, liquidated Damages will be levied on the Bidder, in the event of the Bidder:

1. Failing to perform the responsibilities and obligations as set out in MSA to the complete satisfaction of ICDS or any of its nominated agencies,
2. ICDS shall be entitled without prejudice to its other rights and remedies, to deduct from the price payable to the Bidder and also to encash the Security Deposit
3. The decision of Commissioner of ICDS will be final in this regard.



## 6. Guidelines for Pre-Qualification Bid

Please note: The RFP response must be submitted in the following format.

### 6.1. Checklist for the documents to be included in the Pre-Qualification Envelope

S No.	Pre-Qualification Requirements	Documents to be submitted	Submitted (Y / N)	Documentary Proof (Page No.)
1	Bid Covering Letter			
2	Scanned copy of online payment of EMD and Online payment of Tender fees receipt			
PQ 1	The bidder should be a company registered under the Companies Act, 2013 or the Companies Act, 1956 OR A Limited Liability Partnership (LLP) registered under the LLP Act, 2008 or Indian Partnership Act 1932 as on bid due submission date.	<ul style="list-style-type: none"><li>• General Information of Bidder along with Bidder's constituting documents such as MOA, AOA.</li><li>• Copy of Certificate of Incorporation/ Registration/Partnership deed of Bidder should be submitted along with Registration of Firm document/Certificate</li><li>• Copy of valid Certificate/License issued by Municipal authorities under Shop and Establishment Act in India</li><li>• For companies registered under the LLP Act 2008, Copy of Registration Certificate and LLP Agreement should be submitted</li></ul>		
PQ 2	The Bidder should have minimum average annual turnover of INR 18 Crore (30% of TCV) from manpower supply work in last three financial years	Copy of the audited Profit & Loss Statement of the company duly certified by Statutory Auditor or CA Certificate clearly citing the average		



S No.	Pre-Qualification Requirements	Documents to be submitted	Submitted (Y / N)	Documentary Proof (Page No.)
	as on last date of submission. (FY 2020-21, 2021-22, 2022-23)	turnover for last 3 financial years (FY 2020-21, FY 2021-22 and FY 2022-23) from Manpower supply business. (As per Section 6.3)		
PQ 3	The Bidder should have Positive Net worth of INR 5 CR (10% of TCV) for last three financial year. (FY 2020-21, 2021-22 and 2022-23)	A copy of the CA certificate must be enclosed as per Section 6.3 of RFP		
PQ 4	The Bidder should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts or Group Insurance Schemes or Contract Labour (Regulation and Abolition Act), if applicable to the bidder organization.	1. Attested copy of the Employee Provident Fund registration letter / certificate. 2. Attested copy of the Labour License under the Contract Labour (Regulation & Abolition) Act. 3. Attested copy of the Employee State Insurance registration letter / certificate. If above certifications are not applicable, bidder should submit the undertaking for the same.		
PQ 5	The Bidder must have experience in providing technical, skilled, semi-skilled and unskilled manpower services (similar to Poshan 2.0 Guidelines) of the central Government in any State Government / Central Government / PSU / Union Territory (UT) / Urban Local Body (ULB)/ Govt in India in which the bidder must have	Documents to be submitted: 1. Copy of Work Order / Agreement 2. Project Completion Certificate by Client 3. Written declaration along with documentary evidence of salary transfer.		



S No.	Pre-Qualification Requirements	Documents to be submitted	Submitted (Y / N)	Documentary Proof (Page No.)
	<p>provided minimum 350 manpower in 150 locations as on date of submission of bid per following details: -</p> <p>Three similar works for one financial year costing not less than the amount equal to Rs.21.60 Crore (40% of TCV).</p> <p>OR</p> <p>Two similar works for one financial year each costing not less than the amount equal to Rs. 27 Crore (50% of TCV).</p> <p>OR</p> <p>One similar work for one financial year costing not less than the amount equal to Rs. 43.20 Crore (80% of TCV).</p>			
PQ 6	<p>The Bidder shall have valid ISO 9001, ISO 20000 &amp; CMMI Level 3 or higher Certifications as on last date of submission of the bid. (Minimum 2 out of 3 above mentioned certifications)</p>	Copy of valid certificates to be enclosed		
PQ 7	<p>The Bidder must have a team of at least 350 contractual/on roll employees in any State Government / Central Government / PSU / Union Territory (UT) / Urban Local Body (ULB)/ Govt in India as on date of submission of bid.</p>	<p>Certificate from HR Authorized representative(s)</p> <p>For Contractual employees sourced from 3rd party Vendor agreement</p> <p>Annexures can be added</p>		
PQ 8	<p>The Bidder should have Income Tax and GST registration certificate as on last date of submission</p>	<p>1. Copy of PAN Card</p> <p>2.Copy of GST Registration Certificate.</p>		
PQ 09	<p>The Bidder should have a local office in Mumbai Metropolitan Region.</p>	Copy of the Shop Act or leave License Agreement, if any, should be		





S No.	Pre-Qualification Requirements	Documents to be submitted	Submitted (Y / N)	Documentary Proof (Page No.)
	If Bidder doesn't have local office in MMR it should open a local office within 30 days from date of signing of the contract	uploaded / attached. OR Bidder must submit the Affidavit stating that they setup the office in MMR region within 30 days from Date of Signing of contract		
PQ 10	The Bidder should not be debarred/ blacklisted by any State Government/ Central Government/ PSU in India for Unsatisfactory past performance, corrupt & fraudulent practices or any other unethical conduct either indefinitely or for a particular period of time by any State/ Central government/ PSU / UT in last five years till the date of opening of bid.	A self-certified letter signed by the Authorized Signatory of the Bidder as per Section 9.2		



## 6.2. Pre-Qualification Cover Letter

(To be submitted on the letterhead of the bidder)

Place

Date

To,

The Commissioner  
Integrated Child Development Services,  
1st Floor, Raigad Bhavan, Rear Wing, CBD Belapur,  
Navi Mumbai-400614  
Ph no. 02227576388

**Subject:** Submission of proposal in response to the RFP for "Selection of Agency for providing Third Party human resources across Maharashtra for POSHAN Abhiyan"

### RFP Reference No:

Dear Sir,

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the RFP for "Selection of Agency for providing Third Party human resources across Maharashtra for POSHAN Abhiyan".

We attach hereto our responses to pre-qualification requirements and technical & financial proposals as required by the RFP. We confirm that the information contained in these responses or any part thereof, including the exhibits, and other documents and instruments delivered or to be delivered to ICDS, is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the ICDS in its short-listing process.

We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the selection process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so.

We agree for unconditional acceptance of all the terms and conditions set out in the RFP document and also agree to abide by this tender response for a period of 180 days from the date of opening of subsequent bid and ready to extend the validity of the bid for further period as informed by ICDS. We hereby declare that in case the contract is awarded to us, we shall submit the security deposit in the form prescribed the RFP.

We agree that you are not bound to accept any tender response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ services specified in the tender response.

It is hereby confirmed that I/We are entitled to act on behalf of our company/ corporation/ firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.



### Company Profile - Bidder

S. No.	Information	Details
1	Name of responding bidder:	
2	Address of responding bidder:	
3	Name, Designation and Address of the contact person to whom all references shall be made regarding this RFP:	
4	Telephone number of contact person:	
5	Mobile number of contact person:	
6	Fax number of contact person:	
7	E-mail address of contact person:	
8	Status of Firm/ Company (Public Ltd., Pvt. Ltd., etc.)	
9	Company Registration Certificate (Enclosed Certificate)	
10	SEI CMMI Certification	

\_\_\_\_\_  
Signature of Authorized Signatory (with official seal)

Name:

Designation:

Address:

Telephone &Fax:

E-mail address:



### 6.3. Format to share financial details of the bidder

#### Annual Turnover Details of the Bidder

S. No	Years	Turnover Details (Manpower Services) in Rs.	Net worth in Rs.
A	2020 – 21		
B	2021 – 22		
C	2022 – 23		
Average Annual Turnover (A+B+C)/3			

\*Audited Balance sheet and Profit & Loss account statement of the Bidder for each of the last 3 audited financial years FY 20-21, FY 21-22 and FY 22-23, shall submitted as supporting evidence.

\*Manpower related activities/ services should mean Projects involving for "Selection of Agency for providing Third Party human resources across Maharashtra for POSHAN Abhiyan".

(To be submitted duly signed by Statutory Auditor of the bidder on its letter head).



## 7. Guidelines for Technical-Qualification Bid

### 7.1. Checklist for the documents to be included in Technical Envelope

S. No.	Criteria	Evaluation Parameters		Max Marks	Documents Required	Submitted Yes/No	Documentary Proof (Page No.)
TE 1	Financial and Professional Strength (30 Marks)						
TE1.1	The Bidder should have minimum average annual turnover of INR 18 Crore from last three financial years from manpower supply work as on last date of submission. (FY 2022-23, 2021-22 and 2020-21)	Avg. Turnover (Cr.)		30	Audited Balance sheet and Profit & Loss account statement of the Bidder for each of the last 3 audited financial years		
		1. >=18Cr and < 20 Cr	20				
		2. >=21 Cr and < 25Cr	25				
		>=25 Cr	30				
TE2	Relevant Bidder Experience (40 Marks)						
TE 2.1	The Bidder must have experience in providing manpower services for last three years from (FY 2020-21 to FY 2022-23) in any State Government / Central Government / PSU / Union Territory (UT) / Urban Local Body	Manpower Project work order value		40	1. Copy of Work Order / Agreement 2. Project Completion Certificate from Client/ongoing Certificate from client		
		3 projects each of value not less than 21.60 Cr (40% of minimum avg annual turnover)	30				
		3 projects each of value not less than 27 Cr (50% of minimum avg annual turnover)	35				



	(ULB)/ Govt in India as on date of submission of bid.	2 project of value not less than 43.20 Cr: (80% of minimum avg annual turnover)	40				
TE 2.2	The Bidder must have experience of providing manpower services which shall involve the supply of at least 350 manpower deployed in any State Government / Central Government / PSU / Union Territory (UT) / Urban Local Body (ULB)/ Govt in India as on date of submission of bid.	No. of No. of Manpower deployed	15	Copy of Work Order / Client Testimonial / Project Completion Certificate			
		Experience with manpower between 350 to 450	10				
		Experience with manpower between 450 to 550	12				
		Experience with manpower for more than 550	15				
TE 2.3	The Bidder shall have valid ISO 9001, ISO 20000 & CMMI Level 3 or higher Certifications as on last date of submission of the bid. (Minimum 2 out of 3 above	All Three certifications	10	15	Copy of valid certificates to be enclosed		
		Any of the two Certificates	15				



	mentioned certifications)						
			15				
	Total		100				



## 7.2. Technical Bid Cover Letter

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

Date: dd/mm/yyyy

To,

The Commissioner  
Integrated Child Development Services,  
1st Floor, Raigad Bhavan, Rear Wing, CBD Belapur,  
Navi Mumbai-400614  
Ph no. 02227576388

Sir,

Having examined the tender document the receipt of which is hereby duly acknowledged, I / we, the undersigned, offer to RFP for "**Selection of Agency for providing Third Party human resources across Maharashtra for POSHAN Abhiyan**" for contractual period as required and outlined in the tender document.

I / We undertake, if our bid is accepted, to "**Selection of Agency for providing Third Party human resources across Maharashtra for POSHAN Abhiyan**" and maintain in accordance with the requirements.

If our bid is accepted, we will obtain the Security deposit of 3% of the total contract value valid for 6 months post contract period

I / We agree to abide by this bid for a period of 180 days after the date fixed for bid opening and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive.

We agree to the terms & conditions mentioned in the tender document.

We are enclosing all necessary documents defined in qualification criteria and for assessment of technical bid.

Dated this \_\_\_\_ day of \_\_\_\_\_

Signature (in the capacity of)

Duly authorized to sign Bid for and on behalf of

### Company Seal

Date:

(Signature)

(Name)

(In the capacity of)

[Seal / Stamp of bidder]





Witness Signature:

Witness Name:

Witness Address:

-----

**CERTIFICATE AS TO AUTHORISED SIGNATORIES**

I \_\_\_\_\_, the Company Secretary of \_\_\_\_\_, certify that \_\_\_\_\_ who signed the above Bid is authorized to do so and bind the company by authority of its board/ governing body.

Date:

Signature:

(Company Seal) (Name)



### 7.3. Project Citation Format

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

#### 1. List of Projects

S No	Name of Project	Client Name	Page Nos (From-To)
1			
2			
3			

#### 2. Individual Project Citation Format

Sr. No.	Item	Details
General Information		
1.	Customer Name	
2.	Name of the Contact person and details for the client of the assignment	
Project Details		
3.	Project Title	
4.	Start Date	
5.	End Date	
6.	Duration of the project (In Months)	
7.	Current Status (Work In progress, Completed)	
8.	Number of staff deployed on the assignment	
9.	Type of resources supplied	
10.	Work Order	Document/ Attachment Ref. Number along with page number
11.	Copy of Agreement	Document/ Attachment Ref. Number along with page number
12.	Satisfaction Certificate/Completion Certificate	Document/ Attachment Ref. Number along with page number



Size of the Project		
13.	Contract value of the project (in INR. Crores)	
14.	Contract Start Date – End Date	
15.	Scheduled Milestone	
16.	Monetary Penalty/ Blacklisted/ Penalized Amount	
Narrative description of project describing the scope of work		
Progress of the project (Description)		
Payment Received till Date		

***Note: The Bidder is required to use above formats for all the projects referenced by the bidder for the technical bid evaluation.***



**7.4. Curriculum Vitae (CV) Format to be submitted for each proposed personnel  
(Only selected bidder will have to provide undertaking and CVs after issuance of the work order)**

S. No.	Details	Response
1	Proposed Position & Skill Set	
2	Name of Firm	
3	Name of Staff [Insert full name]	
4	Date of Birth	
5	Education [Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]	
6	Membership of Professional Associations / Societies	
7	Summary of key Training and Certifications	
8	Countries of Work Experience: [List countries where staff has worked in the last ten years]	
9	Language Proficiency	(Read/Write/Speak) - (Excellent/Good/Fair)
10	Number of years of experience	
11	Employment Record [Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment as per format provided]	From [Year]: ____ To [Year]: ____ Employer: Positions held:
12	Detailed Tasks Assigned [List all tasks to be performed under this assignment]	
13	Highlights of assignments handled and significant accomplishments. [Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 12.]	Name of assignment or project: Year: Location: Client: Main project features: Positions held: Activities performed:

1. Certification (Please follow the following format exactly. Omission will be seen as noncompliance)
  - (i) I, the undersigned certify that, to the best of my knowledge and belief, this biodata correctly describes my qualifications, my experience and myself. I understand that any



willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

- (ii) I have been employed by (name of the firm) continuously for the last (12) months as regular full-time staff (indicate 'yes' or 'no' on following boxes):

YES	NO
-----	----

- (iii) I am willing to undertake the assignment if the Project contract is awarded to the firm and ensure my availability for the duration of the assignment.

- (iv) I declare that I am having good health to withstand rigors of project working.

SIGNATURE: .....

DATE OF SIGNING:      Day    Month    Year

Certified that the contents of the above are verified and found correct.

Sign and Seal of the authorized signatory of the Bidder with date



## 8. Guidelines for Financial Proposal

### 8.1. Financial Proposal Cover Letter

(To be submitted on the Letterhead of the bidder)

Date: dd/mm/yyyy

To

The Commissioner  
Integrated Child Development Services,  
1st Floor, Raigad Bhavan, Rear Wing, CBD Belapur,  
Navi Mumbai-400614  
Ph no. 02227576388

**Subject:** Submission of financial proposal in response to the RFP for "Selection of Agency for providing Third Party human resources across Maharashtra for POSHAN Abhiyan"

**Ref:**

Dear Sir,

We, the undersigned, offer to provide the services for "Selection of Agency for providing Third Party human resources across Maharashtra for POSHAN Abhiyan" in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal for is for the sum of [Insert amount(s) in words and figures]. We are aware that any conditional financial offer will be outright rejected by ICDS. 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 (180days) from the date of opening of subsequent bid.

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. We confirm that no Technical deviations are attached here with this commercial offer. We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Date and Stamp of the signatory

Name of Firm:



## 8.2. Format for Financial Bid

Date: DD/MM/YYYY

To,

The Commissioner,

Integrated Child Development Services

1st Floor, Raigad Bhavan, CBD

Navi Mumbai, Maharashtra

Sir/ Madam,

Subject: Financial Bid for <TENDER REFERENCE NUMBER> Dated <DD/MM/YYYY>

All the manpower deployed in ICDS shall be paid their wages on monthly basis by the Vendor. Monthly wages to be paid to deployed manpower will be as per following break up: [Rate of monthly wages should be in line with the rates as prescribed in <https://wcd.nic.in/sites/default/files/Final%20Saksham%20Guidelines%20with%20covering%20letter%20%281%29.pdf> for manpower rate (inclusive of service charges) as per Central Government Guidelines, "Mission Saksham Anganwadi and Poshan 2.0" - Manpower details and organization at State (SPMU), District (DPMU) and Block (BPMU) levels".

#	Name of Post	No of positions require	In hand Salary to Employee	Employees Provident Fund as Applicable	Employees State Insurance applicable	Service Charge of Vendor	Monthly Capped Rate	Total Service Charge per month for all number of post and positions (636)
A	B	C	D	E	F	G	H = D + E + F + G	I= C*G
1	Consultant	3					60,000	
2	Project Associate	2					25,000	
3	Accountant	2					30,000	
4	Secretarial Assistant	2					15,000	



#	Name of Post	No of positions require	In hand Salary to Employee	Employees Provident Fund as Applicable	Employees State Insurance applicable	Service Charge of Vendor	Monthly Capped Rate	Total Service Charge per month for all number of post and positions (636)
A	B	C	D	E	F	G	H = D + E + F +G	I= C*G
5	Office Messenger	2					8,000	
6	District Coordinator	36					30,000	
7	District Project Associate	36					18,000	
8	Block Coordinators	553					20,000	
9	<b>Total Positions</b>	<b>636</b>					<b>Total Service charge amount for all positions</b>	

**Note:**

**Column I is the sum of all service charge for all post and positions (636 Post) , evaluation will be done on the basis of the service charge quoted by the bidder for all number of post and positions required under the Poshan Abhiyaan. accordingly L1 will be declared on the basis of the sum of the lowest service charge quoted by the bidders as per the column no I**

**For each position , the sum of values in column D, E, F, G should exactly match the prescribed value in Column H, failing which the bid (s) will be disqualified**

The above man-month rates should be exclusive of GST. However, the bidder must mention the applicable tax rates If any upward revision is done in current Taxes OR new direct or indirect tax / Cess / levy is introduced during tenure of the contract by State / Central Govt. these taxes will be paid by the bidder and GST shall be paid extra by the Department to selected agency.

The man-month rate mentioned in the financial proposal shall be as per the guidelines mentioned in this section.





Zero, Negative, absurd quote will make the bid liable for rejection.

This service charge will remain same throughout the contract period

Laptop/Portable Device required for official work ,mobile SIM monthly Charges and Travelling expenses shall be paid by the ICDS.

If the value quoted in Column H in excess of the value and negative quotation of values will make the bid liable for rejection.

Tax structure on the payment shall be applicable based on government notification at the time of submission of invoice.

ICDS reserves right to summarily reject the bid, if the Commercial Quote of the Bidder is not mentioned or mentioned as zero in the commercial bid.

Yours faithfully,

(Signature of the Bidder)

Name

Designation

Seal.

Business Address:



## 9. Annexure:

### 9.1. Annexure A: Format for “Request for Clarification”

All queries for the pre-bid meeting needs to be submitted in the following format (both soft copy and hard copy) as mentioned in “Key Events and Dates” clause.

Integrated Child Development Services,		
"Selection of Agency for providing Third Party human resources across Maharashtra for POSHAN Abhiyan"	Bidders request for clarification	
Name of Organization submitting the request.		
Name and Designation of person submitting the request.		
Full address of the Organization including Phone/Fax & e-mail point of contact.		
Bidding document reference (s) (page no. & section no.)	Content of tender document requiring clarification	Points of clarification required

Place:

Date:

Signature:

Company Seal:



## 9.2. Annexure B: Format for Self-Declaration

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

Date: dd/mm/yyyy

To

The Commissioner

Integrated Child Development Services,

1st Floor, Raigad Bhavan, Rear Wing, CBD Belapur,

Navi Mumbai-400614

Ph no. 02227576388

Sub: Declaration for not being debarred / black-listed by any State Government/ Central Government / PSU in India as on the date of submission of the bid

**RFP Reference No: ICDS/**

Dear Sir,

I, authorized representative of \_\_\_\_\_, hereby solemnly confirm that the Company \_\_\_\_\_ is not banned by the State Government/ Central Government / PSU/ in India for unsatisfactory past performance, corrupt & fraudulent practices or any other unethical conduct either indefinitely or for a particular period of time by any State/ Central government/ PSU / UT / as on last date of submission of the Bid. In the event of any deviation from the factual information/ declaration, ICDS, Government of Maharashtra reserves the right to reject the Bid or terminate the Contract without any compensation to the Company and forfeiture of Earnest Money Deposit and/or Security Deposit

Thanking you,

Yours faithfully,

\_\_\_\_\_  
Signature of Authorized Signatory (with official seal)

Date:

Name:

Designation:

Address:

Telephone &Fax:

E-mail address:



### 9.3. Annexure C: Format for Performance Bank Guarantee

**(On Rs. 100/- Stamp Paper or appropriate amount of value)**

(To be referred by the successful bidder for Security Deposit purpose)

Ref:

Date

Bank Guarantee No

To,  
Commissionerate  
Integrated Child Development Services,  
1st Floor, Raigad Bhavan, Rear Wing, CBD Belapur,  
Navi Mumbai-400614  
Ph no. 02227576388

1. Against Contract vide Advance Acceptance of the tender document No. \_\_\_\_\_ Dated \_\_\_\_\_ of the Integrated Child Development Services (hereinafter called the "ICDS") covering t of the Selection of Agency for providing Third Party human resources across Maharashtra for POSHAN Abhiyan for 6 months post contract period. Our client and ICDS have entered into agreement for the purpose, and this is to certify that at the request of the ICDS department we Bank are holding in trust in favor of the client, the amount (write the sum here in words) to indemnify and keep indemnified the against any loss or damage that may be caused to or suffered by the ICDS Department by reason of the said Contract and / or in the performance thereof. We agree that the decision of the ICDS, whether any breach of any of the terms and conditions of the said contract and / or in the performance thereof has been committed by us to the department and the amount of loss or damage that has been caused or suffered by the department shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to the department.
2. We Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that could be taken for satisfactory performance and fulfillment in all respects of the said Contract by the department i.e. till (viz. The expiry of the contract) hereinafter called the said date and that if any claim accrues or arises against us Bank by virtue of this guarantee before the said date, the same shall be enforceable against us \_\_\_\_\_ Bank by the department before the said date. Payment under this letter of guarantee shall be made promptly upon our receipt of notice to that effect from the department.
3. It is fully understood that this guarantee is effective from the date of entering into agreement with department & valid for six months post contract period and that we \_\_\_\_\_ Bank undertake not to revoke this guarantee during its currency without the consent in writing of the ICDS department.
4. We undertake to pay the ICDS department any money so demanded notwithstanding any dispute or disputes raised by the ICDS department in any suit or proceedings pending before any Court or Tribunal relation thereto our liability under this present bond being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge or our liability for payment there under and the ICDS department shall have no claim against us for making such payment.



5. We \_\_\_\_\_ Bank further agree that the ICDS department shall have the fullest liberty, without affecting in any manner our obligation hereunder to vary any of the terms and conditions of that said Contract or to extend time of performance by the ICDS department from time to time or to postpone for any time or from time to time any of the powers exercisable by the ICDS department against the said tender document and to forebear or enforce any of the terms and conditions relating to the said Contract and we, \_\_\_\_\_ Bank shall not be released from our liability under these guarantee by reason of any such variations or extension being granted to the said forbearance and / or omission on the part of the department or any other matter or thing whatsoever, which under the law relating to sureties, would but for this provisions have the effect of so releasing us from our liability under this guarantee.

6. The guarantee is for an amount equivalent to 3% of Total Contract Value i.e. Rs. \_\_\_\_\_ (In figures Rs. \_\_\_\_\_).

DATE:

PLACE:

SIGNATURE:

SEAL:

WITNESS:



#### 9.4. Annexure D: Non-Disclosure Agreement

[On Original Company Letterhead]

This AGREEMENT (hereinafter called the "Agreement") is made on the [day] day of the month of [month], [year], between, ICDS on the one hand, (hereinafter called the "ICDS") and, on the other hand, [Name of the Bidder] (hereinafter called the "Bidder") having its registered office at [Address] WHEREAS

1. The "ICDS" has issued a public notice inviting various organizations for provision of "Selection of Agency for providing Third Party human resources across Maharashtra for POSHAN Abhiyan" (hereinafter called the ""Selection of Agency for providing human resources across Maharashtra for POSHAN Abhiyan under ICDS""") of the ICDS;

2. The Bidder, having represented to the "ICDS" that it is interested to bid for the proposed Project,

3. The ICDS and the Bidder agree as follows:

- a) In connection with the "Project", the ICDS agrees to provide to the Bidder a detailed document on the Project vide the Request for Proposal document. The Request for Proposal contains details and information of the ICDS operations that are considered confidential.
- b) The Bidder to whom this information (Request for Proposal) is disclosed shall –
  - i. hold such information in confidence with the same degree of care with which the Bidder protects its own confidential and proprietary information;
  - ii. restrict disclosure of the information solely to its employees, other member with a need to know such information and advice those persons of their obligations hereunder with respect to such information;
  - iii. use the information only as needed for the purpose of bidding for the Project;
  - iv. except for the purpose of bidding for the Project, not copy or otherwise duplicate such information or knowingly allow anyone else to copy or otherwise duplicate such information; and
  - v. undertake to document the number of copies it makes
  - vi. on completion of the bidding process and in case unsuccessful, promptly return to the ICDS, all information in a tangible form or destroy such information

4. The Bidder shall have no obligation to preserve the confidential or proprietary nature of any information which:

- a) Was previously known to the bidder free of any obligation to keep it confidential at the time of its disclosure as evidenced by the bidder's written records prepared prior to such disclosure; or
- b) Is or becomes publicly known through no wrongful act of the bidder; or
- c) Is independently developed by an employee, agent or contractor of the bidder not associated with the project and who did not have any direct or indirect access to the information.

5. The Agreement shall apply to all information relating to the Project disclosed by the ICDS to the Bidder.



6. ICDS will have the right to obtain an immediate injunction enjoining any breach of this Agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.
7. ICDS reserves the right to share the information received from the bidder under the ambit of RTI Act.
8. Nothing contained in this Agreement shall be construed as granting or conferring rights of license or otherwise, to the Bidder, on any of the information. No license under any trademark, patent or copyright, or application for same that are now or thereafter may be obtained by the ICDS is either granted or implied by the conveying of information. The Bidder shall not alter or obliterate any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any other proprietary right of the ICDS on any copy of the information and shall reproduce any such mark or notice on all copies of such information.
9. This Agreement shall be effective from the date of signing of this agreement and shall continue perpetually.
10. Upon written demand of the ICDS, the Bidder shall (i) cease using the information, (ii) return the information and all copies, notes or extracts thereof to the ICDS forthwith after receipt of notice, and (iii) upon request of the ICDS, certify in writing that the Bidder has complied with the obligations set forth in this paragraph.
11. This Agreement constitutes the entire Agreement between the ICDS and the Bidder relating to the matters discussed herein and supersedes any and all prior oral discussions and/or written correspondence or agreements between the two parties. This Agreement may be amended or modified only with the mutual written consent of the parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.
12. This agreement shall benefit and be binding upon the ICDS and the Bidder and their respective subsidiaries, affiliate, successors and assigns.
13. This agreement shall be governed by and construed in accordance with the Indian laws.

For and on behalf of the Bidder

(Signature)

(Name of the authorized Signatory)

Designation :

Date :

Time :

Seal :

Business Address



### 9.5. Annexure E: Declaration of Data Security

[On Original Company Letterhead]

To,  
The Commissioner  
Integrated Child Development Services,  
1st Floor, Raigad Bhavan, Rear Wing, CBD Belapur,  
Navi Mumbai-400614

Dear Sir,

We..... Who are established and reputable bidder having office at..... Do hereby certify that ICDS shall have absolute right on the digital data and produced by us. We shall be responsible for security / safe custody of data during empanelment.

We also certify that the data will not be taken out of the ICDS premises on any media. The original input data supplied to us by ICDS and output products processed / produced from input data will not be passed on to any other agency or individual other than the authorized person of ICDS. We shall abide by all security and general instructions issued by ICDS from time to time.

We also agree that any data from our computer system will be deleted in the presence of ICDS official after completion of the project task.

Thanking you,  
Yours faithfully,

For and on behalf of the Bidder

(Signature)

(Name of the authorized Signatory)

Designation :

Date :

Time :

Seal :

Business Address





## 9.6. Annexure F: Power of Attorney

Know by all men by these presents, We \_\_\_\_\_ (Name of the Bidder and address of their registered office) do hereby constitute, appoint and authorize Mr. / MS \_\_\_\_\_ (name and residential address of Power of attorney holder) who is presently employed with us and holding the position of \_\_\_\_\_ as our Attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to **our Proposal for the "Selection of Agency for providing Third Party human resources across Maharashtra for POSHAN Abhiyan"**, including signing and submission of all documents and providing information / responses to the ICDS, representing us in all matters before ICDS, and generally dealing with the ICDS in all matters in connection with our Proposal for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said Attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid Attorney shall and shall always be deemed to have been done by us.

For \_\_\_\_\_

Name:

Designation:

Date:

Time:

Seal:

Business Address:

Accepted,

\_\_\_\_\_ (Signature)

(Name, Title and Address of the Attorney)

Note:

- a. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- b. The Power of Attorney shall be provided on Rs.100/- stamp paper.
- c. The Power of Attorney should be supported by a duly authorized resolution of the Board of Directors of the Bidder authorizing the person who is issuing this power of attorney on behalf of the Bidder.



## 9.7. Annexure G: Draft Agreement

This Draft Services Agreement (hereinafter referred to as “**Agreement**”) is made on this the <\*> day of <Month> 2024 (hereinafter referred to as “**Effective Date**”) at Mumbai, India

By & Between

.....<<Insert Designation of Authorized Signatory>> ICDS Commissionerate , Government of Maharashtra, having its office at 1st Floor, Raigad Bhavan, CBD, Navi Mumbai (hereinafter referred to as “Department”, which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors, representatives, Associates and permitted assigns) of the FIRST PART;

And

M/s. ....- a Company incorporated under the Companies Act, 1956, having its registered office at .....(hereinafter referred to as “Selected Service Provider or AGENCY” which expression shall, unless the context otherwise requires, include its permitted successors and assigns).

Each of the parties mentioned above are collectively referred to as the ‘Parties’ and individually as a ‘Party’

### **Whereas:**

- a. The Department has issued the Request for Proposal No. <TBD> dated <TBD> (hereinafter referred to as “RFP”) through an open competitive bidding process invited proposals from competent persons by way of RFP, to appoint a reputed organization which can supply the requisite manpower to enable the department to build a competent and sustainable organization team for supporting the execution of its several programs and projects.
- b. AGENCY has participated in the bidding process and post evaluation of its bid, AGENCY has been selected as a successful bidder to supply the requisite technical manpower
- c. The Department has issued a letter of intent (LOI) No. <TBD> dated <TBD> in favor of AGENCY, thereby selecting AGENCY as successful agency for the project and calling upon it to execute the contract with it.

**Now, therefore,** in consideration of the mutual representations, warranties, covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, with the intent to make themselves legally bound agree as follows:

\*\*\* End of Document \*\*\*\*\*