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ପଞ୍ଚାୟତିରାଳ ଓ ପାନୀୟ କଳ ବିଭାଗ, ଓଡ଼ିଶା ସରକାର

Odisha Rural Development & Marketing Society creating competence and values in rural Odisha

Panchayati Raj & Drinking Water Department, Government of Odisha

SIRD & PR Campus Unit-VIII, Bhubaneswar Odisha-751012, India Tel:0674-2565870/71

> Email:ormashq@gmail.com Website:www.ormas.org

EOINo. 5007

Dated / 3/12/2023

EXPRESSION OF INTEREST

For Engagement of Captive Project Implementing Agencies (PIAs) for Skilling of Women living in Shelter Homes (Swadhar Greh) for skill development programme implemented by ORMAS.

Online responses are invited by ORMAS (Odisha Rural Development & Marketing Society), PR & DW Department, Government of Odisha from interested agencies for engagement of Captive Project Implementing Agencies (PIA) to undertake Skilling of Women living in Shelter Homes (Swadhar Greh) for skill development programme implemented by ORMAS. The detailed information may be downloaded from the ORMAS website www.ormas.org / www.tendersodisha.gov.in along with terms & conditions of the EOI.

The EOI response should be submitted in the prescribed format along with all relevant documents duly signed and sealed. The EOI response should submitted in the www.tendersodisha.gov.in on or before 02.01.2024 by 12 Noon.

In case of any Addendum/ Clarification/ Corrigendum/ Extension regarding this EoI, the same will be published in the above website. Authority reserves the right to accept or reject any EoI, and to cancel the process at any time prior to the award of contract without assigning any reason thereof.

Director-cum- Chief Executive Officer,

ORMAS

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Creating competence and values in rural Odisha

SIRD & PR Campus, Unit – VIII, Bhubaneswar, Odisha – 751012 Tel # 0674-2565870/71, E-mail: ormashq@gmail.com, URL: www.ormas.org

December' 2023



ଓଡିଶା ଗ୍ରାମ୍ୟ ଉନ୍ନୟନ ଓ ବିପଣନ ସମିତି ପଞ୍ଚାୟତିରାଜ ଓ ପାନୀୟ ଜଳ ବିଭାଗ, ଓଡିଶା ସରକାର Odisha Rural Development & Marketing Society



ereating competence and values in rural Odisha Panchayati Raj and DW Department, Government of Odisha

EOI No. 5007 Dated:-12.12.2023

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-sd/Director-cum-Chief Executive Officer,
ORMAS

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1. Data Sheet

SI. No.	Particular	Details
1.	Name of the Organization	Odisha Rural Development & Marketing Society (ORMAS), Panchayati Raj & D.W. Department, Govt. of Odisha
2.	Name of EOI	For Engagement of Captive Project Implementing Agencies (PIAs) for Skilling of Women living in Shelter Homes (Swadhar Greh) for skill development programme implemented by ORMAS.
3.	Mode of Invitation process	Online Mode
4.	Date of Issue of EOI	12/12/2023
5.	Deadline for Submission of Pre- Proposal Query	18/12/2023 to ormashq@gmail.com
6.	Pre-Proposal Conference Meeting	19/12/2023@ 11.30 AM
7.	Last Date for submission of Proposal	02/01/2024 @ 12 Noon
8.	Date of opening of Proposal	02/01/2024 @ 1.00 P.M
9.	Date of technical Presentation/ final selection to be done by ORMAS	10.01.2024 @ 11.30 AM or may be intimated later on
10.	Issue of Letter of Acceptance (Offer Letter)	Last week of January'2024
11.	Expected Date of Commencement of Assignment	1st week of February 2024
12.	Bid Processing Fee (Non- Refundable)	INR 5,900/- (Rupees five Thousand nine Hundred only) (including GST) shall be transferred in the following SB Account Name of the Account Holder:- ORMAS Bhubaneswar Name of the Bank & Branch:- IDBI Bank, Janpath SB Account Number:- 042104000155496 IFSC Code:- IBKL0000042 (Any kind of exemption/ relaxation is not applicable for this assignment)
13.	Contact Person	Shri Nigam Charan Dash Dy. CEO, ORMAS, Contact No. 9437307271
14.	Place of Opening of Proposal &	Director-cum- Chief Executive Officer, ORMAS Odisha Rural Development & Marketing Society, STRD & PR Campus, Unit-8, Bhubaneswar, Odisha, Pin Code: 751012 E-mail:- ormashq@gmail.com
15.	Joint Venture/ Consortium	Not Allowed

NOTE:

1. Any change to the above schedule shall be notified on the website of ORMAS, PR & DW Department, Government of Odisha www.ormas.org/ www.tendersodisha.gov.in Interested parties are advised to regularly check these websites.

- 2. ORMAS reserves the right to reject this EOI without assigning any reason thereof.
- 3. Interested parties are required to furnish requisite details along with all supporting documents like certificates from statutory auditor, copies of agencies' certificates, work order and agreements etc.
- 4. Each page of the EOI response submitted should be signed by the Authorized Signatory of the agency

2. Disclaimer

- 2.1. This EOI is neither an agreement nor an offer by ORMAS to prospective applicants or any third party. The purpose of this EOI is to provide interested parties with information to facilitate their participation in the EOI process.
- 2.2. This EOI includes statements, which reflect various assumptions and assessments arrived at by ORMAS. Such assumptions, assessments and statements do not purport to contain all the information that a party may require. This EOI may not be appropriate for all persons, and it is not possible for ORMAS to consider the particular needs of each party who reads or uses this EOI document. The assumptions, assessments, statements and information contained in this EOI document may not be complete, accurate, adequate or correct. Each applicant must, therefore conduct its own investigations and analysis and should verify the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this EOI and obtain independent advice from appropriate sources.
- 2.3. Information provided in this EOI is on a wide range of matters, some of which may depend upon interpretation of law. The information provided is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. ORMAS accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
- 2.4. ORMAS, its employees and their consultants make no representation or warranty and shall have no liability to any person including any applicant under any law, statute, rules or regulations, the law of contract, tort, principles of restitution or unjust enrichment or otherwise for any loss, damage, cost or expense which may arise from or be incurred or suffered in connection with this EOI, or any matter deemed to form part of this EOI, or arising in any way in relation to this EOI process.
- 2.5. Neither ORMAS nor their employees or their consultants make any representation or warranty as to the accuracy, reliability or completeness of the information in this EOI. ORMAS also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any applicant upon the statements contained in this EOI.
- 2.6. The applicant should confirm that the EOI document downloaded by them is complete in all respects, including all annexures and attachments, if any. In the event the document or any part thereof is missing, the applicant may contact the nodal officer of ORMAS for this EOI process.
- 2.7. No extension of time shall be granted to any applicant for submission of its EOI on the ground that the applicant did not obtain the complete set of the EOI document.
- 2.8. ORMAS may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the statements, information, assessment or assumptions contained in the EOI documents at any time during the EOI process.

- 2.9. All such changes shall be uploaded on the website of ORMAS (www.tendersodisha.gov.in). However, there shall be no further newspaper advertisement with respect to the EOI process. Hence applicants should regularly visit the above-mentioned website and keep themselves updated on the EOI process and any communication made in relation to the EOI process.
- 2.10. The applicants or any third party may not object to such changes / modifications / additions / alterations explicitly or implicitly.
- 2.11. ORMAS reserves the right in its sole discretion, without any obligation or liability whatsoever, to accept or reject any or all of the EOI responses at any stage of the EOI process without assigning any reasons. Further ORMAS reserves the right to annul the EOI process and / or to reject any or all EOI responses at any stage prior to the issue of the EoI without thereby incurring any liability to the affected applicants or any obligation to inform the affected applicants of the grounds for ORMAS's action. The decision of ORMAS shall be final and binding in this regard.
- 2.12. Applicants shall not make any public announcements with respect to the EOI process or the EOI document. Public announcements, if any, are to be made with respect to the EOI process or this EOI shall be made exclusively by ORMAS. Any breach by an applicant in this regard shall be deemed to be in non- compliance with the terms and conditions of this EOI and shall render the EOI response liable for rejection.
- 2.13. The applicant shall bear all its costs associated with or relating to the preparation and submission of its EOI response including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by ORMAS, attending the "meeting with interested agencies" & site visit or any other costs incurred in connection with or relating to its EOI response. All such costs and expenses will remain with the applicant and ORMAS shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by any applicant in preparation or submission of its EOI response, regardless of the conduct or outcome of the EOI process.
- 2.14. By responding to the EOI, the applicant shall be deemed to have confirmed that it has fully satisfied and understood the terms and conditions of the EOI. The applicant hereby expressly waives any and all claims in respect thereof.

3. Definitions and Interpretations

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein.

- 3.1. "Applicant" / "agency" shall be a (i) The Indian Companies Act 1956 or 2013, or (ii) a LLP firm registered under Limited Liability Partnership Act, 2008 (iii) Trust registered under the Indian Trust Act (iv) Indian Societies Registration Act.
- 3.2. "Authority" shall mean the ORMAS or its authorized representatives who have invited EOI responses from competent and interested parties.
- 3.3. "Authorized Signatory" means the designated person of the applicant agency authorized to represent the agency in all matters pertaining to its EOI response. The designated person should be a member in the board of directors or management of the applicant organization and holds the authorization from the board of directors or directors of the applicant company / trust / society duly authorizing him/ her to perform all tasks including but not limited to sign and submit the EOI response to participate in all stages of the EOI Process, to conduct correspondence for and on behalf of the agency, and to execute any document required to give effect to the outcome of the EOI Process;
- 3.4. **"EOI document"** or **"EOI"** means the documents issued by ORMAS and shall include any modifications, amendments/corrigenda or alterations or clarification thereto.
- 3.5. **"EOI due date"** shall mean the last date and time for submission of EOI responses, as mentioned in the EOI Schedule hereof.
- 3.6. **"EOI Evaluation Committee"** shall mean the committee of ORMAS be selected /nominated by the competent authority of ORMAS.
- 3.7. **"EOI process"** shall mean the process governing the submission and evaluation of the EOI responses as set out in this EOI;
- 3.8. **"EOI response"** shall mean the documents submitted by an applicant pursuant to this EOI, including any additional information/clarifications required/ sought by ORMAS.
- 3.9. **"EOI Validity Period"** shall mean a period of 180 (one hundred and eighty) days from the EOI due date or such extended period as may be proposed by ORMAS to the applicants;

4. Introduction

4.1. **EOI** Issuing Authority:

4.1.1. This EOI is being issued by the ORMAS, PR &DW Department, Government of Odisha for inviting expression of interest from interested/eligible agencies for Engagement of Project Implementing Agencies (PIA) to undertake Engagement of Captive Project Implementing Agencies (PIAs) for Skilling of Women living in Shelter Homes (Swadhar Greh) for skill development programme implemented by ORMAS through this EOI shall be final and ORMAS reserves the right to reject any or all the applications without assigning any reason whatsoever, and no agency shall object/protest/demur/challenge the said decision of ORMAS in any manner whatsoever and no solicitation in this regard shall be entertained by ORMAS.

Odisha Rural Development and Marketing Society (ORMAS), an autonomous body under Panchayati Raj and Drinking Water Department, Government of Odisha, was constituted in the year 1991 under Societies Registration Act, 1860. It works on rural development especially Livelihoods improvement, Marketing of Rural Products and Skilling of Rural youths to improve the economic condition of rural poor households. The organization is headed by Principal Secretary, Panchayati Raj and Drinking Water Department, Government of Odisha who is the Chairman of ORMAS. Apart from its headquarters in Bhubaneswar, it has branch presence in all districts of ORMAS with adequate manpower. For day to day business of the organization vested with Chief Executive Officer (CEO). To assist the CEO, there are senior administrative officers from State Government deputed as Additional CEOs apart from operational staff at different levels. For operation of Skill Development project there are dedicated staff along with a technical support agency (TSA) at headquarter and field level personnel have been engaged.

The Constitution of India unequivocally guarantees equality for all citizens without any prejudice or discrimination. Article 16 stipulates that all citizens shall have an equal opportunity in public employment. The Government of Odisha has been according highest priority to establish an inclusive employment ecosystem and promoting diversity to create sustainable livelihood opportunities. To advance this affirmative action, the State Government seeks to widen opportunities by including more and more disadvantaged groups in the workforce. In order to turn this into practical action, the Odisha Rural Development and Marketing Society (ORMAS), operating under the auspices of the Department of Panchayati Raj and Drinking Water in Government of Odisha, has been assigned the responsibility of designing a tailoring programme for women in distress - living in shelter homes.

5. Scope of Work and Task Outlined

5.1. **Context**

The Odisha State Policy for Girls and Women 2014 prescribes a life cycle approach towards addressing the issues concerning women.¹ This comprehensive approach advocates to respond various needs that span across different stages of a woman's life such as survival, health and nutrition; education; livelihood; asset ownership; decision making, participation, political representation, safety, security, protection; and special needs. Considering Livelihood as a key focus area, the policy recommends following measures for women in general and women living in shelter homes in particular.

- Enhance opportunities for participation of women in formal livelihood sector including skill development for women to fully realize their potential.
- Facilitate an enabling environment for employment and entrepreneurship.
- Undertake a special drive and develop in-situ modular employment skills training for skill building of women in institutions like shelter homes, short stay homes, prisons and such others.

Presently, there are 52 Swadhar Grehs functional under the oversight of the Department of Women and Child Development, Odisha, housing 1588 women. The Swadhar Greh guidelines prescribes vocational and skill up-gradation trainings for economic rehabilitation of such women.

The XII Five Year Plan Report of the Working Group on Women's Agency and Empowerment recommends linking the women living in shelter homes to vocational training programmes under NSDP.

Recognizing skill training and income generation as a key requirement for rehabilitation and empowerment of women living under difficult circumstances, a special customized skill development programme for women from difficult circumstances has emerged as a primary necessity.

5.2. **Proposed Intervention**

5.2.1. In the above backdrop and context, ORMAS intends to initiate a new skill development and entrepreneurship programme under State Sector Scheme "Implementation Support to ORMAS" for improved and sustainable living for women living in shelter homes. Developing skills and promoting entrepreneurship among women and has been perceived

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¹ Odisha State Policy for Girls and Women 2014

as a significant step towards their empowerment and improving their quality of life.

To bring this into action, ORMAS has conceptualized a model on Formal residential centralized training at Bhubaneswar and Sambalpur through captive PIAs for implementing this programme.

5.2.2. Definitions:

Candidate refers to an individual undergoing skill development training, whether in a formal or informal setting

Captive Placement may be defined as the employment provided to the skilled candidates post training in the industry where they are trained.

Captive Employer means any Employer or Industry who provides employment to candidates in their own organization or one of its subsidiaries and have suitable inhouse training facilities.

Captive Requirement means PIAs having their own requirement to train and absorb the trained persons in their own organizations.

Industry/Establishment means any place where Industry is carried on to produce or accomplish the task or service.

Shelter Home is a home run by NGOs or Government under support from the Department of Women and Child Development for Women in Difficult Circumstances which provides them shelter, food, clothing, counseling, training, clinical and legal aid aims, for their rehabilitation.

Skill means the ability to apply knowledge and use know-how to complete tasks and solve problems. Skills are described as cognitive (involving the use of logical, intuitive and creative thinking) or practical (involving manual dexterity and the use of methods, materials, tools and instruments) abilities.

Trainer means someone who trains, instructs, teaches or otherwise enables the learner(s) to acquire the appropriate knowledge and skills

Project Implementation Agency refer to any organization providing knowledge and skills to learners

Placement means providing wage employment to trained and certified candidates for a minimum period of six months from the date of joining work by the candidate

6. Objectives

- 6.1. This proposed initiative aims to make the skill value chain in rural Odisha more inclusive in general and to provide placement-linked and enterprise-based short-term skilling for unemployed and underemployed women from difficult circumstances in particular. The objectives of this scheme are mentioned below.
 - To empower the women living in Swadhar greh for sustainable livelihood and a dignified life.

7. Target Group / Beneficiaries

7.1. The beneficiaries of this initiative are - women living in shelter homes such as Swadhar Greh.

No. of Candidates to be trained at Bhubaneswar Centre - 500

No. of Candidates to be trained at Sambalpur Centre- 300

7.2. Eligibility for Training

- 1. She must have attended school and passed 5th Class (Approx)
- 2. She must be able to read and write in Odia
- 3. She should have an Aadhaar card at the time of registration
- 4. She should be within the age group of 18 to 35 years.
- 5. She must be willing to undergo skill training for gainful and self-employment

8. Methodology (Implementation process)

Formal Residential Centralised Training for Women from Shelter Homes: In this mode of training, candidates eligible, interested and motivated for wage employment shall migrate to the Training Centre for Formal Residential Training

8.1. **Baseline Study**

Baseline study lays the foundation for this program in tailoring the needs of women living in shelter homes. The Department of Women and Child Development will prepare a list of candidates living in the shelter home with their profiles along with their willingness for training and work outside the State.

8.2. **District Level Committee**

There shall be a committee in each district for this purpose having distinct functions as per the following

- i. Collector cum District Magistrate (Chairperson)
- ii. CDO-cum-EO, Zilla Parishad (Member)
- iii. District Social Welfare Officer (Member)
- iv. Addl. Block Development Officer, where the swadhar greh is located (Member)
- v. Block Development Officers of the Blocks where swadhar greh is located (Members)
- vi. Manager / Superintendent of the swadhar greh (Members)
- vii. Joint CEO / Dy. CEO (Member Convener)

The Committee will recommend the final eligible candidates list after examining the joint enquiry report (List of eligible candidates) conducted by concerned CDPO and Joint CEO/Dy. CEO for smooth mobilization, counseling and enrolment of candidates for training and employment.

8.3. Mobilization of candidates

The Department of Women and Child Development shall engage ICDS Supervisors as inhouse **Mobilisers** to meet and speak with the women living in shelter homes and motivate them for training and employment. Each mobiliser shall be tagged with one or more than one prospective trainee (candidate) by the Department of Women and Child Development and the mobiliser shall act as the mentor of that candidate for the entire training life cycle - mobilization to post-placement or self-employment.

The Department of Women and Child Development shall share the final list of candidates and the details of candidate-wise tagged mobilisers with ORMAS for batch planning.

Roles and Responsibilities of ICDS Supervisors towards Counselling of Women in Shelter Homes

Counselling Sessions:

Conduct counselling sessions with the women to understand her specific needs, challenges, and aspirations at the same time motivate her to participate in skill development training program. Create a safe and supportive environment where they can freely express themselves and receive personalized guidance.

Emotional Support:

Provide emotional support to help women cope with their distressing experiences. Offer empathy, active listening, and validation of their emotions. Assist them in developing healthy coping mechanisms and resilience.

Trauma-Informed Counselling:

Utilize trauma-informed counselling approaches to address the effects of trauma that the women may have experienced. Create a supportive and non-judgmental space, ensuring their emotional well-being is prioritized throughout the counselling process.

Goal Setting:

Assist women in setting short-term and long-term goals related to their personal, professional, and educational aspirations. Help them identify the steps needed to achieve these goals and develop action plans.

Life Skills Development:

Provide counselling sessions focused on developing essential life skills such as communication, problem-solving, decision-making, and time management. These skills empower women to navigate challenges and increase their self-sufficiency.

Career Counselling:

Offer career counselling sessions to explore the women's interests, strengths, and potential career paths. Provide information about various vocational training opportunities and guide them in making informed decisions about their skill development.

Building Self-Esteem and Confidence:

Conduct activities and exercises to boost self-esteem and self-confidence among the women. Help them recognize their worth, strengths, and capabilities, fostering a positive self-image.

Referral and Resource Assistance:

Identify and connect women with relevant resources and support services in the community. This may include referrals to healthcare providers, legal aid, financial assistance programs, or further specialized counselling, based on their specific needs.

Follow-up and Support:

Be in regular touch and schedule follow-up sessions to monitor progress, provide ongoing support, and address any challenges or setbacks. This ensures that the counselling support is sustained and responsive to the evolving needs of the women.

Individual Employment Plan:

The ICDS supervisor shall maintain a file of IEP for each candidate with copies of their antecedents, identity proof, legal documents, action plans, and other relevant documents time to time. To help tracking of candidates

- 8.4. Placement Linked Training through Captive Project Implementation Agencies
 For this purpose, captive employers shall act as the PIA in training and placement of
 candidates, given their potential to run such programmes.
 - PIA will be selected through RFP.
 - Experience in Placement Linked Training Programme
 - Capacity of being Captive PIA
 - Experience in Sewing Machine Operator (SMO)
 - ➤ PIA should be empaneled with Centre & State Govt. as captive employer with other criteria i.e. Turnover, Placement, capacity etc.

8.5. Trade for Training

- Sector: Apparel
- Trade: Sewing Machine Operator (SMO) + Pressman
- QP Code: AMH/Q0301-285-I (285 hours) + AMH/Q0401 (285 hours)
- Educational Qualification: 5th Class (Minimum)
- NSQF Level: 3
- Domain training hours (285 hours + 285 hours) + Digital and Soft Skills (160 hours) =
 730 hours
- Duration: ~ 3 months including 1 months of OJT

8.6. Deliverables and Responsibilities of the Captive PIAs

- The Captive PIA should have the Training Infrastructure as per the requirement of the above Job Role
- The PIA should be willing to provide basic training as per the NSQF Aligned courses
- In addition to the NSQF aligned courses, the Captive PIA should train the candidates own industry modules for customising dexterity of candidates
- The PIA shall create a socially motivated team at the Training Centre who can empathise with the special needs of women from difficult circumstances
- The PIA should have a commitment to provide assessment and certification from Govt. recognized awarding body
- The Captive PIA should be committed to train and place minimum 800 candidates.
- The PIA should have a minimum placement commitment of 70% of training target for the minimum period of six months
- All the placement of trained candidates needs to be in 'Captive Employment 'or Affiliate Companies
- The PIA should ensure a minimum in hand remuneration of Rs. 10,000/- month or minimum wages whichever is higher for the training courses
- The PIA should be responsible for ensuring the adherence to the quality standard in every stage of the training life cycle
- The PIA should have a sensitive team to deal with the women living in shelter homes to support in their career progression

8.7. On boarding as Captive Employer & Signing of MoU

- The eligible Captive PIA / Captive PIAs shall be on boarded by ORMAS after evaluation of Proposals.
- The On boarded Captive PIA shall sign a MoU with ORMAS for training of women from shelter homes.
- The MoU will be initially signed for the period of 1 year. The extension of MoU may be done basis achievement of 70% captive employment of all the completed batches.

- Captive employers who are already on boarded as PIAs with ORMAS will be given priority in screening the proposal and target allocation.
- ORMAS reserves the right to on-hold /terminate any MoU as per the clause of MoU,
 if performance is not found satisfactory during the course of implementation.
- Legal undertaking to be provided by captive employer in case of failure to fulfil employment conditions
- ORMAS shall allocate targets as per the capacity and the track record of the PIA
- The Captive PIA shall start the first batch within one month of the target allocation by ORMAS

8.8. **Training Centre Requirement**

- The Captive should have basic minimum facility for providing class room training and industry specified infrastructure as per the norms of National Skill Qualification
 Framework
- The Captive PIA should have readily available training centre for providing trade training on ISMO
- All the trainings conducted by the Captive Employers shall be residential in nature hence proper residential facility should be ensured for accommodation of the batches in force.
- The PIA shall provide a balanced nutritious diet (4 meals a day) to the candidates and their accompanying children during the stay at the Training Centre.
- The Training Centre shall have adequate recreational facilities for the women and their children with provisions play area, yoga and exercise.

8.9. **PIA Staffs at the Training Centre**

Designation	Requirement				
Centre Manager	She/ he should be an MBA with prior experience of training life				
	cycle management of flagship skill development training				
	programmes				
Domain Trainer	She / he should be a graduate with relevant industry				
	experience				
Non-domain trainer	She/ he should be a graduate with knowledge and experience				
	of soft skills, life skills and work readiness programme				

Counsellor (Lady)	She should be Graduate in Psychology or Social Work with prior				
	experience of working with women in distress				
Lady Hostel Warden	She should have passed 12 th with prior experience of managing				
	ladies hostels				
Attendants	She should have passed 8th class with prior experience of				
	working in ladies hostels				

8.10. Establishment and maintenance of a Crèche at Training Centre

The Captive PIA shall establish and maintain a crèche facility at the training centre for care and well-being of trainees children.

8.11. **Batch Modalities**

- Minimum training batch size should not be less than 20 candidates and Maximum batch size should not exceed 35 Candidates
- Once the Batch is freezed, all the candidates need to be provided with conditional offer letter by captive employer.
- The Captive PIA shall provide Welcome kit, Uniform kit & Tool kit to the candidates on the first day of training

8.12. Training of Candidates at the Training Centre

- The Captive PIA shall impart training on the trades as specified above
- Domain Trainings shall be provided by ToT certified trainer of Apparel SSC,
 preferably from practical industry working experience background.
- Training courses shall be implemented by the Captive PIA as per the requirement of their industry needs to train the candidate with minimum hours as specified above.
- The Captive PIA shall design extracurricular, exposure and recreational programmes for trainees to help adapt to a new environment.
- The Captive PIA is required to take necessary measures for the safety of the candidates when trainings are conducted within the training centre premises.

8.13. **Assessment and Certification**

 The candidates trained on the above NSQF compliant trade shall be assessed and certified by an authorised independent third party institution, recognised as awarding body, preferably by the Apparel SSC. The awarding body shall ensure

impartiality and objectivity in the evaluation process for credibility and integrity in the certification process

8.14. Work readiness of candidates

- The Captive PIA shall introduce a work readiness module for the candidates to help them prepare for the workforce and improve their chances of retention in employment.
- The PIA shall tailor the work readiness module to the specific needs and circumstances of the women to address any specific barriers or challenges they may face and to equip them with the necessary work readiness skills, so as to help improve their employability and empower them to achieve economic independence and stability.
- The Captive PIA shall organise a city tour / darshan for the candidates where they shall be deployed for employment.

8.15. Captive Placement & Placement tracking for 6 months

- It is mandated to provide the Captive Employment offer to all the candidates trained by the Captive PIA.
- It is mandatory to provide captive placement to 70% of trained candidates for the minimum period of 6 months' post completion of training.
- Placement verification shall be carried out by ORMAS for verifying 100% placement.

8.16. **Migration Support Centre**

- The PIA shall set-up a Migration Support Centre at the place if their industrial unit is outside the State where a significant number of trained candidates shall be engaged for employment.
- The MSC shall facilitate a smooth transition to enhance the productivity and reduce attrition.
- The PIA shall appoint a migration support person preferably a Odia speaking person who shall act as an connection between the factory HR unit and the candidate to provide a feel at home mental comfort for the candidates.
- She/he shall coordinate with the HR manager, food vendor, hostel manager, etc. for quick language adaptations, cultural adaptation, manage agitation and mitigate other untoward situations at the workplace.

8.17. **Monitoring & Review**

- The monitoring of Training centres shall be done concurrently. Monitoring visits during the training shall be conducted by ORMAS.
- A Quarterly joint review shall be conducted by ORMAS and the Department of Women and Child Development to monitor the performance of Captive PIAs so that the mid-term rectification may be done in timely manner.

9. MoU with the PIAs:

ORMAS-HQ will enter into an agreement with selected captive PIAs. The agreement will specify the district wise training targets, quality of training, time-line, release of fund etc. The copy of the same may be shared with the concern district HQ.

10. Expected Outcomes

Gainful employment for 800 women (Aprox.) living in shelter homes.

11. Instruction to Agencies

- 11.1. The EOI documents shall be available on the website of ORMAS, PR & DW Department, Government of Odisha (www.tendersodisha.gov.in). There shall be no sale of hard copies of the EOI documents. EOIs can be accessed by the prospective agencies at the above website and may be downloaded by them.
- 11.2. The EOI responses are to be submitted through online mode only i.e. www.tendersodisha.gov.in.
- 11.3. The Authorized Signatory of the agency should be duly authorized by a Power of Attorney authorizing him/her to perform all tasks related to EOI submission, including but not limited to sign and submit the EOI response to participate in the EOI process on behalf of the agency. The format for the Power of Attorney is given in Format 2 of this EOI document. Each page of all documents submitted as part of the EOI Response should be initialed by the Authorized Signatory of the agency.

11.4. Selection criteria:

The agencies participating in this EOI should fulfill the following criteria:

Table-1: Eligibility Criteria

SI.	Table-1 : Eligibility Criteria				
No.	Eligibility Criteria	Supporting Documents			
1.	The Agency must be incorporated & registered in India, under the India Companies Act, 1956/Societies Registration Act/Trust Act/LLP	 Firm Registration Certificates GST Registration Certificate PAN 			
2.	The Agency must have at least 3 (Three) years of skill business in India as on bid due date	 List of project indicating year wise IT return (FY 2020-21, FY 2021-22 & FY 2022-23). (duly certified by CA) 			
3.	The Agency should have an annual turnover of INR 50 Crores each year during three financial years FY 2020-21, FY 2021-22 & FY 2022-23)	 Proof of assignment & Copy of the Audited Financial Statements during three FY FY 2020-21, FY 2021-22 & FY 2022-23)must be attached. <u>Provisional</u> <u>audited report is not acceptable</u> 			
4.	The Agency must have successfully undertaken at least one residential training - cum -placement linked project like DDUGKY/ Skill development mission in any Central/ State Government in the last five years (2018-19, 2019-20, 2020-21, 2021-22 & 2022-23) as captive employer along with assessment & certification of trained candidates.	Copy of Work Order along with proof of certification of trained and placed candidates. (Minimum 400 placed candidates)			
5.	The Agency must have successfully closed atleast one project successfully of one residential training - cum - placement linked project like DDUGKY/ Skill development mission in any Central/ State Government in the last five years (2018-19, 2019-20, 2020-21, 2021-22 & 2022-23) as captive employer.	Project Closure certificate must be attached.			
6.	The Agency firm should not have been blacklisted by any State or Central Government department/ agency or PSUs in India as on date of submission of the proposal.	Court affidavit as per format-3 must be attached.			
7.	The Agency should have a positive net worth of as on 31.03.2023	 Audited Financial Statements and certificate from the statutory auditor 			
8.	The Agency must submit the EMD (Bid Security) Rs. 2 Lakhs and Bid Processing Fees of Rs. 5,900/- including GST. Bid Processing fee is non-refundable. Any kind of Exemption / relaxation is not applicable for this assignment	Name of the Account Holder:- ORMAS Bhubaneswar Name of the Bank & Branch:- IDBI Bank, Janpath SB Account Number:- 042104000155496 IFSC Code :- IBKL0000042			

Table-2: Evaluation Criteria

SI.	Evaluation Criteria	Evaluation Criteria	Maximum	
No.		Marks	marks	
1.	The Agency must have successfully undertaken at least one residential training - cum -placement linked project like DDUGKY/ Skill development mission as Captive Employer in any Central/ State Government in the last five years (2018-19, 2019-20, 2020-21, 2021-22 & 2022-23) in the State Odisha along with assessment & certification of trained candidates.	Each completed project shall carry marks	15	
2.	The Agency must have successfully undertaken at least one residential training - cum -placement linked project like DDUGKY/ Skill development mission in any Central/ State Government in the last five years (2018-19, 2019-20, 2020-21, 2021-22 & 2022-23) except state Odisha along with assessment & certification of trained candidates.	Each completed project shall carry marks	15	
3.	The Agency should have an annual turnover of INR 50 Crores each year during three financial years FY 2020-21, FY 2021-22 & FY 2022-23)	 More than 100 Cr – up to 150 Cr: 5 marks Above 150 Cr – up to 200 Cr.: 10 Mark Above 200 Cr: 20 Marks 	20	
4.	The agency has successfully completed the project under DDU-GKY since 2014 in Odisha .	One closure project = 5 marks	20	
5.	Technical Presentation: The agency shall demonstrate the presentation in the below mentioned area. One Best success story on placement linked skill training programme (Nationally	• Lumpsum	30	

SI.	Evaluation Criteria	Martin	Maximum
No.	Marks		marks
	recognized) Best practices on IEC branding, campaigning, Job fair, mobilsation to be adopted by the Client in furure. Approach and road map in providing Opportunities for participation of women in formal livelihood sector including skill development for women for employment and entrepreneurship. Successful completion of the project within project period. Atleast trained Special candidates like physically challenged, transgender, distress women etc.		
То	tal Marks		100

NB: Best 2 Captive PIA will be considered for taking up the training.

11.5. Selection Process:

- 11.5.1. The proposal shall be scrutinized initially based on the eligibility criteria fixed.
- 11.5.2. The eligible proposal shall be evaluated based on the evaluation parameters fixed consisting of total 100 marks. (Profile + Experience + Presentation)
- 11.5.3. The ORMAS shall shortlist the PIAs from the top order ranked applicants based on the marks obtained as per the evaluation criteria based on the requirement of the project.
- 11.5.4. The ORMAS shall allocate the training target & districts to the PIAs as per the feasibility of the program.
- 11.6. **EOI validity period**: The EOI response shall initially remain valid and binding on the agency for at least 180 (one hundred and eighty) days from the EOI due date, as given in the Data Sheet and Schedule for the EOI. Under exceptional circumstances, ORMAS may in writing request the agencies to extend the EOI validity period of their EOI responses. An agency may refuse the request of ORMAS to extend their EOI response, without forfeiture of its Bid Security Deposit and the Bid Security Deposit of such agency will be returned to the concerned agency. However, such EOI responses will not be evaluated further.

11.7. Issue of corrigendum / amendment: At any time prior to the EOI due date, ORMAS may at its own initiative or in response to a query or clarification requested by a prospective agency, issue corrigendum/ amendment to the EOI documents, which shall be freely available for download on the website of ORMAS — www.ormas.org/www.tendersodisha.gov.in and the same shall also be considered to be part of the EOI documents. In order to give agencies a reasonable amount of time to take into account such corrigendum / amendment, ORMAS may at its own discretion also extend the EOI due date.

11.8. Acknowledgement by the agency:

It shall be deemed that by submitting its EOI response, the agency has:

i)received all relevant information requested from ORMAS

- ii) accepted the risk of inadequacy, error or mistake in the information provided in the EOI documents or furnished by or on behalf of ORMAS relating to any of the matters related to this EOI or otherwise;
- satisfied itself about the scope of empanelment services being followed by ORMAS to be delivered and the extant conditions and all matters, things and information necessary and required for submitting an informed EOI response;
- iv) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the EOI documents or ignorance of any of the matters shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from ORMAS.
- v) agreed to be bound by the undertakings provided by it under and in terms; and ORMAS shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the EOI documents or the EOI process, including any error or mistake therein or in any information or data given by ORMAS.

11.9. Deviation

Material deviations in the EOI responses received shall include, *inter alia*, the following: i)The EOI response is not in accordance with the formats given in this EOI.

- ii) The EOI response is not accompanied by all the documents required to be submitted in terms of this EOI document.
- iii) It does not contain all the information (complete in all respects) as requested in this EOI document (in the requisite formats specified);
- iv) The EOI response is not accompanied by documentary evidence of the credentials of the applicant.
- v) The EOI response is not valid for the minimum validity period of 180 (one hundred and eighty) days from the EOI due date or from the extended date, if any.
- vi) It is otherwise material deviations in terms hereof.

- 11.10. Opening of EOI responses: The EOI responses shall be opened as per the schedule indicated in the EOI Schedule. The EOI responses shall first be evaluated to determine whether they are complete, whether the required documents have been submitted in the correct formats and whether the documents have been properly signed by the Authorized Signatory and whether the EOI response is generally in order. It will be determined whether the EOI response is of acceptable quality, is generally complete and is substantially responsive to the EOI documents. For purposes of this determination, a substantially responsive EOI response is one that conforms to all the terms, conditions and specifications of the EOI documents without any material deviations.
- 11.11. Evaluation of EOI responses: The EOI responses received by ORMAS shall first be evaluated by ORMAS to check if they meet the below requirements:
 - i) whether the EOI response has been properly signed by the Authorized Signatory of the agency;
 - ii) whether the EOI response is accompanied by the required Security Deposit or proof of exemption thereof;
 - iii) whether the agency has quoted the EOI validity which is not shorter than the required EOI validity period;
 - iv) whether the agency is qualifying as per the eligibility criteria for agencies, as per Clause and;
 - v) Whether the EOI response is unconditional.

12. Fixed Cost Norm:

12.1.1. The PIA is not required to quote their price for the assignment since the cost norm of the trade and its cycle is fixed.

13. EOI Processing Fee

- 13.1. A non-refundable processing fee of INR 5,900/- (Five Thousand nine hundred only) has to be submitted along with the EOI response.
- 13.2. Applications received without required "EOI Processing Fee" and EMD will not be considered for evaluation.

14. Award of Contract:

14.1. ORMAS will notify the successful applicant in writing by issuing an offer letter for signing the contract and promptly notifying all other applicants about the result of the selection process. The successful applicants will be asked to sign the contract after fulfilling all formalities within 15 days of issuance of the offer letter. After signing of the contract, no variation or modification of the terms of the contract shall be made except by written amendment signed by both the parties. Sub-contracting / outsourcing of contract any form shall not be allowed for any activities under this EOI.

15. Conflict of Interest:

- 15.1. Conflict of interest exists in the event of:
 - (i) conflicting assignments, typically monitoring and evaluation/environmental assessment of the same project by the eligible applicant;
 - (ii) Consultants, agencies or institutions (individuals or organizations) who have a business or family relation with ORMAS directly or indirectly; and
 - (iii)Practices prohibited under the anti-corruption policy of the Government of India and Government of Odisha. The applicants are to be careful so as not to give rise to a situation where there will be any conflict of interest with the ORMAS as this would amount to their disqualification and breach of contract.

16. Disclosure:

- 16.1. Applicants have an obligation to disclose any actual or potential conflict of interest. Failure to do so may lead to disqualification of the applicant or termination of its contract.
- 16.2. Applicants must disclose if they are or have been the subject of any proceedings (such as blacklisting) or other arrangements relating to bankruptcy, insolvency or the financial standing of the Applicant, including but not limited to appointment of any officer such as a receiver in relation to the Applicant's personal or business matters or an arrangement with creditors, or of any other similar proceedings.
- 16.3. Applicants must disclose if they have been convicted of, or are the subject of any proceedings relating to:
 - a criminal offence or other serious offence punishable under the law of the land, or where they have been found by any regulator or professional body to have committed professional misconduct;
 - corruption including the offer or receipt of an inducement of any kind in relation to obtaining any contract;
 - failure to fulfill any obligations in any jurisdiction relating to the payment of taxes or social security contributions.

17. Anti-corruption Measure:

- 17.1. Any effort by applicant (s) to influence ORMAS in the evaluation and ranking of financial proposals, and recommendation for award of contract, will result in the rejection of the proposal.
- 17.2. A recommendation for award of Contract shall be rejected if it is determined that the recommended applicant has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question. In such cases, the ORMAS shall blacklist the applicant either indefinitely or for a stated period of time, disqualifying it from participating in any related bidding process for the said period.

18. Language of Proposals:

18.1. The proposal and all related correspondence exchanged between the applicant and ORMAS shall be written in the **English** language. Supporting documents and printed literature that are part of the proposal may be in another language provided they are accompanied by an accurate translation of the relevant passages in English with self-certification for accuracy, in which case, for the purposes of interpretation of the Proposal, the translated version shall govern.

19. <u>Cost of EOI Process:</u>

19.1. The Applicant shall bear all costs associated with the preparation and submission of its proposal. ORMAS shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. Applicant/s is/are not allowed to submit more than one proposal under the selection process. Alternate bids are also not allowed.

20. <u>Legal Jurisdiction:</u>

20.1. All legal disputes are subject to the jurisdiction of court of Bhubaneswar only.

21. <u>Confidentiality:</u>

21.1. Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the applicants who submitted the proposals or to other persons not officially concerned with the process, until the publication of the award of contract. The undue use by any Agency of confidential information related to the process may result in rejection of its proposal and may be subject to the provisions of ORMAS antifraud and corruption policy. During the execution of the assignment except with prior written consent of ORMAS, the Agency or its personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the contract.

22. <u>Amendment of the EOI Document:</u>

22.1. At any time before submission of proposals, ORMAS may amend the EOI by issuing an addendum through ORMAS website. Any such addendum will be binding on all the applicants. To give applicants reasonable time in which to take an addendum into account in preparing their proposals, ORMAS may, at its discretion, extend the deadline for the submission of the proposals.

23. ORMAS's right to accept any proposal, and to reject any or all proposal/s

23.1. ORMAS reserves the right to accept or reject any proposal, and to annul or amend the bidding / selection / evaluation process and reject all proposals at any time prior to award of contract award, without assigning any reason there of and thereby incurring any liability to the applicants.

24. Copyright, Patents and Other Proprietary Rights:

24.1. ORMAS shall be entitled to all intellectual property and other proprietary rights

including but not limited to patents, copyrights and trademarks, with regard to documents and other materials which bear a direct relation to or are prepared or collected in consequence or in the course of the execution of this contract. At ORMAS's request, the Agency shall take all necessary steps to submit them to ORMAS in compliance with the requirements of the contract.

25. Force Majeure:

25.1. For purpose of this clause, "Force Majeure" means an event beyond the control of the agency and not the agency's fault or negligence and not foreseeable. Such events may include, but are not restricted, wars or revolutions, fires, floods, riots, civil commotion, earthquake, epidemics or other natural disasters and restriction imposed by the Government or other bodies, which are beyond the control of the agency, which prevents or delays the execution of the order by the agency If a force Majeure situation arises, the agency shall promptly notify ORMAS in writing of such condition, the cause thereof and the change that is necessitated due to the condition. Until and unless otherwise directed by ORMAS in writing, the Agency shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The agency shall advise ORMAS in writing, the beginning and the end of the above causes of delay, within seven days of the occurrence and cessation of the Force Majeure condition. In the event of a delay lasting for more than one month, if arising out of causes of Force Majeure, ORMAS reserve the right to cancel the contract without any obligation to compensate theagency in any manner for whatsoever reason.

26. <u>Settlement of Disputes:</u>

26.1. ORMAS and the agency shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or arising from or in connection with the Contract within thirty (30) days from the commencement of such informal negotiation. In case any dispute will arise between the parties, the same shall be resolved mutually and in case the disputes further subside, the same shall be referred to the **Principal Secretary to Government, PR &DW Dept. Govt of Odisha whose decision shall be treated as final and binding** on the parties.

27. <u>Disqualification of Proposal:</u>

- 27.1. The proposal is liable to be disqualified in the following cases as listed below:
 - Proposal submitted without Bid Processing Fee as applicable;
 - Proposal not submitted in accordance with the procedure and formats as prescribed in the EOI during validity of the proposal, or its extended period, if any, the applicant increases the quoted prices.
 - Proposal is received in incomplete form.
 - Proposal is received after due date and time for submission of bid Proposal is not

- accompanied by all the requisite documents / information and commercial bid submitted with assumptions or conditions Bids with any conditional technical and financial offer.
- If the applicant provides any assumptions in the financial proposal or qualifies the commercial proposal with its own conditions, such proposals will be rejected even if the commercial valueof such proposals is the lowest / best value Proposal is not properly sealed or signed.
- Proposal is not conforming to the requirement of the scope of the work of the assignment.
 Applicant tries to influence the proposal evaluation process by
 unlawful/corrupt/fraudulent means atany point of time during the bid process.
- If, any of the Proposal submitted by the applicant is found to contain any information
 on price, pricingpolicy, pricing mechanism or any information indicative of the commercial
 aspects of the bid; Applicants or any person acting on its behalf indulges in corrupt and
 fraudulent practices
- Any other condition / situation which holds the paramount interest of ORMAS during the overall section process.

28. Schedule of Payment

28.1. All the payments to the PIAs and other stakeholders will be released in batch-wise. The schedule of payment to the Training Provider (PIA) undertaking the training program will be as below:

28.2. Modalities of Payment:-

This programme shall adhere to the **Common Cost Norms (MSDE)** for the entire training life cycle management as per the appropriate city and cost categories. The payout to the Captive PIA will be done on batch mode. The payment for training cost per candidate per hour for the trade is Rs.49/- as per the **Common Cost Norms (MSDE).**

Instalment	% of	Milestone			
	Instalment				
	(of Batch)				
1 st	40%	On Successful completion of Training and Assessment of the			
		batch & 70% of trained candidates are provided appointment			
		letters. The payments will be made for the number of			
		candidates successfully assessed and provided appointments.			
2 nd	40%	On successful verification of Captive Placement for the 70% of			
		trained candidates who are placed for minimum period of 3			
		months. Physical Verification shall be conducted for all placed			

		candidates.
3 rd	20%	On successful verification of Captive Placement for the 70% of
		trained candidates who are placed for minimum period of 6
		months. Physical Verification shall be conducted for all placed
		candidates.

• The 1st Installment (40% as per pay-out model) will be made basis number of candidates assessed and provided appointment to at least 70% of trained candidates.

The subsequent installments shall be paid to the Captive PIA post placement verification.

- In case the Captive PIA does not meet the milestone for 2nd installment for two subsequent batches, then 1st installment of 3rd batch shall not be disbursed.
- The Captive PIA may provide the additional tailor-made training as per the requirement of the industry. However, since the payment is made as per the common cost norms for NSQF aligned courses only, no payment will be made for additional tailor-made trainings.

NB: - In case the pass percentage of a Batch is less than 80% the PIA shall take up the reassessment, the cost of which will be borne by the PIA concerned and 2nd Installment payment will be released to the PIA according to the above mentioned cases as applicable under the 2nd Installment.

28.3. Assessment Cost

The Assessment Cost is the cost to be incurred towards assessment of the competencies acquired by the trainees at the end of the training followed by certification. The Assessment Cost @Rs.1500/-per candidate will be paid by the PIA.

28.4. Travel Allowance to trainees:

An amount of Rs.3500/- per trainee shall be paid towards (one time) to and fro travel to the training center. The amount shall be released into the bank account of the trainee in single transaction by the concerned PIA after completion of practical & theoretical training. The amount shall be released by the ORMAS district unit to the concern PIAs out of the "TA (One Time) to Trainee" budget head in same proportion in two Installments.

Uniform cost:

An amount of Rs.1270/- per trainee shall be paid to the PIA. The uniform kit consist of one T-Shirt, One Cap & One Half Jacket (female candidate only). This shall be provided to the trainees on the 1st day of the training.

28.5. **Cost of Training of Trainers**

The concerned PIA will undertake training and certification of the Trainers as per quantum of trainers finalized. The cost shall be borne by the PIAs concerned as per the standard

cost norm fixed by ORMAS.

28.6. **Drop out of candidates:**

Drop out is defined as any trainee who has been enrolled but has not attended the assessment process. In this case, no training cost, uniform cost & food and accommodation cost shall be released to the PIA against the trainee. PIA should make all efforts to retain the trainees and ensure successful completion of training and assessment. The trainee is not allowed the leave the training centre during the entire tenure of the training cycle.

28.7. Food & Accommodation:

As the training is of residential in nature, so the food and accommodation facility to the trainees during the tenure of training program shall be provided by the PIAs. A structured food menu & lodging standard protocol shall be maintained as per the direction by ORMAS HQ.

29. Project Period / MoU Period:

29.1. Duration of the Program: The training program will be of 12 months or as per the requirement of the program mutually agreed.

30. Black list/ Debarment of the PIA

- 30.1. If the PIA is convicted by a Court of Law, following prosecution under the normal process of Law for an offence involving moral turpitude in relations to business dealings;
- 30.2. If security consideration of the state i.e. any action that jeopardize the security of the State.
- 30.3. If there is justification for believing that the PIA has been guilty of malpractices such as bribery, corruption, cheating, fraud and EOI fixing etc.
- 30.4. If the PIA is blacklisted by any Department of the Central Government / State Government/Central PSU/State PSU.
- 30.5. If the PIA is an evader of Central / State taxes / duties for which ORMAS has received notice from the concerned department of Central / State Govt.
- 30.6. If submission of false/fabricated/forged documents for consideration of a selection.
- 30.7. The PIA will be given a notice by the ORMAS to remedy the failure in performance, the Authority may debar the PIA from applying for a fresh project in future if the PIA does not remedy the failure in performance within the specified period.
- 30.8. However, the Authority shall take action for debarment only after the due notice to the PIA specifying the nature of non-performance of the PIA and after giving the PIA an opportunity to remedy such failure within a reasonable period as maybe specified in the notice, and after giving the PIA an opportunity to be heard.

31. Termination

- 31.1. Where a PIA seeks termination of the MoU, it shall give a 30 days written notice to the ORMAS, and only when the Authority has accepted the termination request, the MoU may be terminated.
- 31.2. The ORMAS may terminate the MoU by giving 30 days notice to the PIA, in case the PIA:
 - a) becomes insolvent or bankrupt or is convicted under any criminal or civil charges under the applicable laws in the country.
 - b) does not remedy a failure in performance as pointed out by the ORMAS within a specified period of notice issued.
 - c) is found to be involved in misrepresentation falsification of records / data / details concerning the project, or found to be involved in fraud or malpractice in the project.
- 31.3. However, ORMAS shall take action for termination of MoU only after giving a due notice to the PIA specifying the reasons for termination with an opportunity to reply within a reasonable period as may be specified in the notice, and after giving the PIA an opportunity to be heard.,
- 31.4. In the event of termination of the project the PIA shall fully and collaboratively cooperate with ORMAS to ensure smooth exit in respect of the project including submission of all requisite documents and information (digital or hard copies)
- 31.5. In the event of termination, the PIA shall be liable to refund to the ORMAS, the whole or a part amount of the funds released with interest rate to be fixed suitably per annum thereon.

32. Recovery of dues under the MoU

32.1. In case of any recovery of dues has been ordered by the ORMAS, the same shall attract action under Orissa Public Demands Recovery Act, 1962 or any other legal provision of the government.

33. Corrupt or Fraudulent Practices

- 33.1. Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the EOI process. Notwithstanding anything to the contrary contained herein, ORMAS may reject an EOI response without being liable in any manner whatsoever to the applicant if it determines that the applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice, restrictive practice, collusive bidding or bid rigging in the EOI process.
- 33.2. Without prejudice to the rights of ORMAS, if an applicant is found to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice, restrictive practice or collusive bidding or bid rigging during the EOI process, such an applicant shall not be eligible to participate in any EOI/EOI/NIT/ EOI issued by ORMAS during a period of 1 (one) year from the date of such event. ORMAS shall also take remedial measures against such

applicant available to it under the provisions of the Competition Act, 2002 in case of collusive bidding or bid rigging.

34. Conflict of Interest

- 34.1. An agency shall not have a conflict of interest (the "Conflict of Interest") that affects the EOI Process. An agency found to have a Conflict of Interest shall be disqualified. An agency shall be deemed to have a Conflict of Interest affecting the EOI Process, if:
 - An agency shall be liable for disqualification if any legal, financial or technical adviser of ORMAS in relation to this project is engaged by the agency (or any subsidiary/ subsidiaries and/or holding company and/or the subsidiary/ subsidiaries of its holding company, as the case may be) in any manner, during the EOI Process.

1. Format 1: Format for Covering Letter

(To be submitted on the letterhead of the agency)

•	·
Lette	er No. [●] Dated: [●]
From	
Applic	cant's/ Name and Address
	Details of Authorized
	Signatory Name :
Desig	nation :
Telep	hone No.:
Mobil	e No. :
Fax No	0.:
E-mai	l:
То	
To	Executive Officer
	AS, SIRD & PR Campus,
DIIUD	aneswar- 751 012, Odisha
	Dear Madam/Sir,
	ct: Engagement of Captive Project Implementing Agencies (PIAs) for Skilling of Women in Shelter Homes (Swadhar Greh) for skill development programme implemented by as.
1.	With reference to your EOI No. [●] dated, we have examined the EOI document, and understood their contents and hereby submit our EOI response for Engagement of Project Implementing Agencies (PIA) to undertake Skilling of Women
	living in Shelter Homes (Swadhar Greh) for skill development programme
2	implemented by ORMAS. Our FOL response is unconditional and unqualified. We are submitting our FOL
2.	Our EOI response is unconditional and unqualified. We are submitting our EOI
	response as part of the requirements of the EOI process.
3.	{We, [●] being an eligible applicant and having its registered office at [●], India

4. We acknowledge that ORMAS will be relying on the information provided in the EOI document and the documents accompanying the EOI response and we certify that all

as a single applicant

(hereinafter referred to as the "applicant") are hereby submitting our EOI response

information provided in the EOI response are true and correct; nothing has been omitted which renders such information misleading or suppression of material facts; and all documents accompanying the EOI response are true and authenticated copies of their respective originals.

- 5. This EOI response is being submitted for the express purpose of our participation in the EOI process Engagement of Project Implementing Agencies (PIA to provide skill training and placement in their company to the women living shelter homes in Odisha, the skill development programme implemented through ORMAS
- 6. We shall make available to ORMAS any additional information it may find necessary or require to supplement or authenticate our EOI response.
- 7. We acknowledge the right of ORMAS to reject our EOI response without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by the Applicable Laws, my/our right to challenge the same on any account whatsoever.
- 8. We certify that, we have neither failed to perform or execute any contract, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on my/our part for any reason whatsoever.

9. We declare that:

- a. We are duly organized, validly existing and in good standing under the prevalent laws of Government of India and Government of Odisha;
- We have full power and authority to execute, deliver and perform its obligations under this EOI and to carry out the transactions contemplated hereby;
- c. We have financial standing and capacity to undertake the Project;
- d. We undertake that the EOI is subject to the laws of India and we expressly and irrevocably wave any immunity in any jurisdiction in respect thereof;
- e. We declare that there are no actions, suits/proceedings, enquires/investigations pending against us that will materially affect our performance under this EOI, to the best of our knowledge;
- f. We further declare that we have no knowledge of any violation or default with respect of any order, writ, injunction or any decree of any court or any legal binding order of any government agency or of any public sector utility, tribunal or forum which may result impairment of the performance of the obligations and duties, if selected;
- g. We have examined and have no reservations to the EOI document, including

any corrigendum/ addendum issued by ORMAS;

- h. We do not have any conflict of interest in accordance with this EOI;
- i. We have not directly or indirectly or through an agent or surrogate engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in EoI of the EOI, in respect of any EOI or request for proposal issued by or any agreement entered into with ORMAS or any other public sector enterprise or any government, Central or State; and
- j. We hereby certify that we have taken steps to ensure that in conformity with the provisions of the EOI document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- 10. We certify that in regard to matters other than security and integrity of the country, we/ or our related parties have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which is opposed to public policy.
- 11. We undertake that in case due to any change in facts furnished by us or circumstances pertaining to us during the EOI process, we are attracted by the provisions of disqualification in terms of the provisions of this EOI, we shall intimate ORMAS of the same immediately.
- 12. The EOI response submitted by us shall be valid for a minimum period of 180 (one hundred and eitghy) days from the EOI due date or any extension thereof as obtained by ORMAS.
- 13. We further declare that by submitting this EOI response, we agree to be bound by the terms and conditions of the EOI document.

Thanking you,
Yours faithfully,
(Signature of Authorized Signatory) Name:
Designation:
Common Seal:
Date:
Place.

2. Format 2: Format for Power of Attorney (On Bidders Letter Head)

l,, the	(Design	nation) of	(Name of	the Organiza	ation) in witness
whereof certify that <na< b="">n</na<>	ne of person:	> is authori	zed to exe	cute the atto	rney on behalf of
<name of="" organization="">,</name>	<designation< th=""><td>of the pe</td><td>rson>of the</td><td>e company a</td><td>cting for and on</td></designation<>	of the pe	rson>of the	e company a	cting for and on
behalf of the company ur	behalf of the company under the authority conferred by the < Notification/ Authority				
order no.>Dated					
<pre><date of="" reference="">has <day><month>,<year>.</year></month></day></date></pre>	signed this	Power of	attorney	at <place< b="">></place<>	on this day of
The signatures of <name< b=""></name<>	of person>	in whose fa	avor autho	rity is being	made under the
attorney given below are hereby certified.					
Name of the Authorized R	epresentativ	e: _			
(Signature of the Authorized Rep	resentative v	vith Date)			
CERTIFIED:					
Signature, Name & Designation of	of person exe	cuting atto	ney:		
Address of the Bidder:					

Note: Board resolution confirming the Authority of the signatory to submit the proposals could

also be provided as a substitute to the Power of Attorney.

3.

dder and addresses of the registered office) hereby
or blacklisted by any government or government is or in any other jurisdiction to which we or ou Affiliates conduct business from participating in any and the individually or as member of a consortium as on the Proposal Due Date.
aware our interest for Empanelment on videould be liable for rejection in case any materiand with regard to the requirements of this EOI at any ring the term of the Contract.
, 2023
Seal:

Bidders should submit the required supporting documents as mentioned above. Nonsubmission of required documents as listed above will lead to rejection of the bid.

4. Format-4: FORMAT OF PAST EXPERIENCE DETAILS

[The following table shall be filled in by the Bidder]

SI.	Name of the Assignment with details there of	Types of Service Provided	Name of the agency with complete address	Duration of the Assignment	*Contract Value (in INR)	Period	Status (Completed/ Ongoing/ etc.)
Α	В	С	D	E	F	G	Н
1							
2							
3							
4							
5							

Note: Applicants are requested to furnish the list of the assignments undertaken as per the above prescribed format only. Information not conforming to the above format will be treated as non-responsive. Copies of the Work order / Contract Document / ongoing/Completion Certificate from the previous agencies need to be furnished along with the above information.

Authorized Signatory [In full initials with Date and Seal]:			
Communication Address of the Bidder:			

5. Format-5: FORMAT OF FINANCIAL CAPABILITIES DETAILS

Financial Information in INR			
Details	FY 2020 -21	FY2021 -22	FY 2022-23
1. Annual Turnover (in Lakh) in India			
2.Positive Net worth Income over expenditure			
Supporting Documents:			
Audited certified financial statements fo Income & Expenditure Statement years is mandatory along with this	and Balance Shee	•	•
Income & Expenditure Statement years is mandatory along with this	and Balance Shee s form)	t for the resp	ective financia
Income & Expenditure Statement	and Balance Shees form)	t for the resp	ective financia

Signature and Seal of the Company/Agency's Auditor with Date in original

Authorized Signatory [In full initials with Date and Seal]: ____

Communication Address of the Bidder:

[NB: No Scanned Signature will be entertained]

Applicants should submit the required supporting documents as mentioned above. Nonsubmission of required documents as listed above will lead to rejection of the bid.

6. Annexure-1: Check-list for the EOI response

Sl.no.	Description	Submitted (Yes/No)	Page No.			
PROPO	PROPOSAL (ORIGINAL)					
1.	Covering Letter (Format -1)					
2.	Bid Processing Fee of Rs. 5900 /- including GST and EMD of Rs. 2 lakhs					
3.	Copy of Certificate of Incorporation / Registration of the Bidder					
4.	Copy of PAN					
5.	Copy of Goods and Services Tax Identification Number (GSTIN)					
6.	Power of Attorney (Format-2) in favour of the person signing the bid on behalf of the bidder.					
7.	Court affidavit on not having black listed (Format-3)					
8.	Past Experience Details (Format-4) along with the copies of work orders for the respective assignments					
9.	Financial details of the bidder (Format-5) along with all the supportive documents such as copies of Profit – Loss Statement and Balance Sheet for the concerned Period					
10.	Checklist for the EOI response (Annexure-1)					
11.	General Details of the Bidder (Annexure-2)					

7. Annexure-2: General details of the Bidder (to be enclosed with the EOI response)

SI. No.	Description	Full Details
1	Name of the Bidder	
2	Address for communication: Tel: Email id:	
3	Name of the authorized person signing & submitting the bid onbehalf of the Bidder: Mobile No.:Email id:	
4	Registration / Incorporation Details Registration No:Date & Year.:	
6	PAN Number	
7	Goods and Services Tax Identification Number (GSTIN)	
8	Willing to carry out assignments as perthe scope of work of the EOI	YES
9	Willing to accept all the terms and conditions as specified in the EOI	YES
Author	ized Signatory [<i>In full and initials</i>]:	Name
	and Designation with Date and Seal:	

Bidders should submit the required supporting documents as mentioned above. Nonsubmission of required documents as listed above will lead to rejection of the bid.

***********End of the Document*******