REQUEST FOR PROPOSAL

RFP No.: 1541

Date : 04/06/2021

Project Name: National Rural Livelihoods Mission (NRLM),

Cluster Based Business Organization (CBBO) and Scheme for Regeneration of

Tradition Industries (SFURTI)

Name of Assignment: Selection of Agency for Setting up

Project Management Support Unit (PMU) for Livelihoods Promotion under ORMAS

Method: QCBS (Quality & Cost Based Selection)



Odisha Rural Development and Marketing Society
Panchayati Raj & Drinking Water Department, Government of Odisha
SIRD & PR Campus, Unit – VIII, Bhubaneswar, Odisha – 751012
Tel # 0674-2565870/71, E-mail: ormashq@gmail.com, URL: www.ormas.org

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PART I

Section 1. Letter of Invitation

RFP No.

Dated:

Project: Selection of Agency for Project Management Support Unit for implementation of Livelihoods Activities under ORMAS

Dear Bidders

- This is with reference to the RFP, the Client ORMAS invites proposals from the intended agency for Selection of Agency for Project Management Support Unit (PMU) for implementation of Livelihoods Activities under ORMAS
- 2. The duration of the engagement will be initially for one year, which can be further extended based on mutual consent of both parties and requirement of the Client.
- 3. It is not permissible to transfer this invitation to any other firm.
- 4. A firm will be selected under Quality & Cost Based Selection (QCBS), weight-age shall be given 80% on Technical and 20% on financial proposal. The details is given later part of this RFP.
- 5. Amendments/corrigendum/Clarifications/ Extension, if any, would be posted on the www.ormas.org
- 6. The last date for submission of response to proposal is 24th June'2021, 3 PM
- 7. The RFP includes the following documents:

Section 1 - Letter of Invitation

Section 2 - Instructions to Agency and Data Sheet

Section 3 - Technical Proposal (FTP) - Standard Forms

Section 4 - Financial Proposal - Standard Forms

Section 5 - Terms of Reference

8. Please submit your proposal in below mentioned address by post/ speed post/ courier/ Tender box:

Chief Executive Officer.

Odisha Rural Development & Marketing Society

SIRD & PR Campus, Unit-8, Bhubaneswar

Odisha, Pin Code: 751012 E-mail: ormashq@gmail.com

Authority reserves the right to accept or reject any proposal, and to cancel the procurement process and reject all proposals, at any time prior to the award of contract, without assigning any reason thereof. 10. Detailed crucial dates for invitation of RFP for the Assignment:-

Schedule for Invitation	Dates	
Name of the Contact Person	Shri Keshaw Chandra Jha, Deputy CEO (Livelihoods & Value Chain), ORMAS Mobile No. 8249594867 Ms. Sonali Majumdar, Project Executive (Procurement), ORMAS Mobile No. 8328917719	
Name of the Client & Address for	Chief Executive Officer, ORMAS, SIRD & PR	
Submission of Proposals	Campus, Unit-VIII, Bhubaneswar-751012, Odisha	
Issue of RFP Document	04 th June'2021	
Pre-Proposal queries through the email: ormashq@gmail.com	10 th June'2021 by 5 PM	
Pre-Proposal Conference	11 th June'2021 at 3 PM through Zoom	
	(The link will be shared in the ORMAS website)	
Amendment of RFP to be published(If any)	Within 7 days of Pre-bid Meeting	
End Date and Time of submission of RFP	24 th June'2021 by 3:00 PM	
Tentative Time, Place and date for opening of the Technical Proposal	24 th June'2021 by 4:00 PM	
Tentative Time, Place and date for	Date & venue for technical presentation will be	
Technical Presentation	informed to the qualified bidders through E-mail	
Tentative Time, Place and date for	Date & venue will be informed to the technically	
opening of the Financial Proposals	qualified bidders through E-mail.	
Tentative Time, Place and date for		
Technical Negotiation if any;	successful bidders through E-mail	
Tentative Date for signing of Contract	20 th July'2021	
Likely Commencement of Service	21 st July'2021	
Bid Processing Fee(Non-Refundable)	₹10,000/-INR + GST-18% = ₹11,800/- in shape of	
	Banker's Cheque / Demand Draft in favour of	
	"ORMAS" drawn in any scheduled commercial bank	
	payable at Bhubaneswar	

Incomplete Offers/ proposals or those received after specified time and date or not fulfilling the specified requirement will not be considered.

Yours Sincerely, Sd/-

Arindam Dakua, IAS Chief Executive Officer, ORMAS

5 | P a g e

Section 2. Instructions to Agency

A. General Provisions

1. Definitions

- (a) "Affiliate(s)" means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Agency.
- (b) "Applicable Guidelines" means the policies of the Government of India/ Government of Odisha governing the selection and Contract award process as set forth in this RFP.
- (c) "Applicable Law" means the laws and any other instruments having the force of law in the Client's country, or in such other country as may be specified in the **Data Sheet**, as they may be issued and in force from time to time.
- (d) "Client" means the implementing agency that signs the Contract for the Services with the selected Agency.
- (e) "Agency" means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.
- (f) "Contract" means a legally binding written agreement signed between the Client and the Agency and includes all the attached documents listed in its Clause-1
- (g) "Data Sheet" means an integral part of the Instructions to Agency (ITA) Section 2 that is used to reflect specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITA.
- (h) "Day" means a calendar day.
- (i) "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Agency and Agencies
- (j) "Government" means the government of the Client's State.

- (k) "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Agency's proposal.
- (I) "ITA" means the Instructions to the Agency that provides the shortlisted agency with all information needed to prepare their Proposals.
- (m) LOI" means the Letter of Invitation being sent by the Client to the shortlisted Agency
- (n) "Non-Key Expert(s)" means an individual professional provided by the Agency or its Agency and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.
- (o) "Proposal" means the Technical Proposal and the Financial Proposal of the Agency in response to the RFP.
- (p) "RFP" means the Request for Proposals to be prepared by the Client for the selection of the Agency
- (q) "Services" means the work to be performed by the Agency pursuant to the Contract.
- (r) "TORs" (this Section 5 of the RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Agency, and expected results and deliverables of the assignment.

2. Introduction

- 2.1 The Client named in the **Data Sheet** intends to select an Agency, in accordance with the method of selection specified in the **Data Sheet**.
- 2.2 The Agencies are invited to submit a Technical Proposal and a Financial Proposal, as specified in the **Data Sheet**, for consulting services required for the assignment named in the **Data Sheet**. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Agency.
- 2.3 The Agency should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference

- if one is specified in the **Data Sheet**. Attending any such pre-proposal conference is optional and is at the Agency's expense.
- 2.4The Client will timely provide, at no cost to the Agency, the inputs, relevant project data, and reports, *limited to the bid document ("RFP")*, required for the preparation of the Agency's Proposal as specified in the **Data Sheet**.

3. Conflict of Interest

- 3.1 The Agency is required to provide professional, objective, and impartial advice, at all times holding the Client's interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.
- 3.2 The Agency has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Agency or the termination of its Contract.
 - 3.2.1 Without limitation on the generality of the foregoing, the Agency shall not be hired under the circumstances set forth below:

a. Conflicting activities

(i) Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.

b. Conflicting assignments

(ii) Conflict among consulting assignments: The Agency (including its Experts and Agency) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Agency for the same or for another Client.

c. Conflicting relationships

(iii) Relationship with the Client's staff: The Agency (including its Experts and Agency) that has a close business or family relationship with a professional staff of the Client who is/ are directly or indirectly

involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the client throughout the selection process and the execution of the Contract.

(iv) Any other types of conflicting relationships as indicated in the datasheet needs to be brought into the notice of the Client.

4. Unfair Competitive Advantage

4.1 Fairness and transparency in the selection process require that the Agency or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Client shall indicate in the Data Sheet and make available to all the shortlisted Agency together with this RFP all information that would in that respect give such Agency any unfair competitive advantage over competing Agency.

5. Corrupt and Fraudulent Practices

5.1 The Client requires compliance with its policy in regard to corrupt and fraudulent/ prohibited practices as set forth by the Govt. of Odisha (GoO)

5.2 In further pursuance of this policy, Agency shall permit and shall cause its agents, Experts, Agency, sub-contractors, services providers, or suppliers to permit the client to inspect all accounts, records, and other documents relating to the submission of the Proposal and contract performance (in case of an award), and to have them audited by auditors appointed by the client.

6. Eligibility

6.1 It is the Agency's responsibility to ensure that its Experts, service providers, and/or their employees meet the eligibility requirements as established in the TOR.

7. Joint Venture/ Consortium

Bids shall be submitted by the bidders as sole bidder without any Consortium/Joint venture/sub-contracting or other similar arrangements. Bids submitted under Consortium/Joint venture/sub-contracting or other similar arrangements are liable for rejection.

B. Preparation of Proposals

8. General Consideration s

8.1 In preparing the Proposal, the Agency is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.

9. Cost of Preparation of Proposal

9.1 The Agency shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Agency.

10. Language

10.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Agency and the Client, shall be written in the language(s) specified in the Data Sheet.

11. Documents Comprising the Proposal

- 11.1 The Proposal shall comprise the documents and forms listed in the Data Sheet.
- 11.2 If specified in the Data Sheet, the Agency shall include a statement of an undertaking of the Agency to observe, in competing for and executing a contract, the Client country's laws against fraud and corruption (including bribery).
- 11.3 The Agency shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section 4).

12.Only One Proposal

12.1 The Agency shall submit only one Proposal, either in its own name. If the Agency submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This preclude consultant, or the Agency's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the Data Sheet.

13. Proposal Validity

- 13.1 The Data Sheet indicates the period during which the Agency's Proposal must remain valid after the Proposal submission deadline.
- 13.2 During this period, the Agency shall maintain its original Proposal without any change, including the

- availability of the Key Experts, the proposed rates and the total price.
- 13.3 If it is established that any Key Expert nominated in the Agency's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation.

a. Extension of Validity Period

- 13.4 The Client will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the Client may request, in writing, all Agency who submitted Proposals prior to the submission deadline to extend the Proposals' validity.
- 13.5 If the Agency agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts.
- 13.6 The Agency has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.

b. Substitution of Key Experts at Validity Extension

- 13.7 If any of the Key Experts become unavailable for the extended validity period, the Agency shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert.
- 13.8 If the Agency fails to provide a replacement of Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected.
- 13.9 Except as the "Client" may otherwise agree, no changes shall be made in the personnel. If, for any reason beyond the reasonable control of the Agency, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the personnel, the Agency shall forthwith provide as a replacement a person of equivalent or better qualifications.
- 13.10 If the "Clent" (i) finds that any of the personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the personnel, then the Agency shall, at the "Client" written

request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the "client".

13.11 Any of the personnel provided as a replacement under clause (13.9) and (13.10) above, as well as any reimbursable expenditure (including expenditures due to the number of eligible dependents) the Agency may wish to claim as a result of such replacement, shall be subject to the prior written approval by the "Client". Also the Agency shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement.

c. Sub-Contracting

13.12 The Agency shall not be entitled to sub-contract the Services unless specified in the Data Sheet

14. Clarification and Amendment of RFP

- 14.1 The Agency may request a clarification of any part of the RFP during the period indicated in the Data Sheet. Any request for clarification must be sent in writing, or by standard electronic means, to the Client's address indicated in the Data Sheet. The Client will respond in writing, or by standard electronic means, (including an explanation of the query but without identifying its source). Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:
 - 14.1.1 At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means.
 - 14.1.2 If the amendment is substantial, the Client may extend the proposal submission deadline to give the Agency reasonable time to take an amendment into account in their Proposals.
 - 14.1.3 The Agency may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline

15. Preparation of Proposals –

15.1 While preparing the Proposal, the Agency must give particular attention to the following:

Specific Consideration s

- 15.1.1 The Client may indicate in the Data Sheet the estimated Key Expert's time input (expressed in personmonth) or the Client's estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Agency's own estimates for the same.
- 15.1.2 If stated in the Data Sheet, the Agency shall include in its Proposal at least the same time input (in the same unit as indicated in the Data Sheet) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award in accordance with the procedure in the Data Sheet.

16.Technical Proposal Format and Content

- 16.1 The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.
 - 16.1.1 Agency shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position. Failure to comply with this requirement will make the Proposal non-responsive.
- 16.2 Depending on the nature of the assignment, the Agency is required to submit a Full Technical Proposal as indicated in the Data Sheet and using the Standard Forms provided in Section 3 of the RFP.

17. Financial Proposal

17.1 The Financial Proposal shall be prepared for one year (12 Months) using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses in INR as indicated in the Data Sheet.

a. Price Adjustment

17.2 For this assignment a price adjustment provision for foreign and/or local inflation for remuneration rates applies if so stated in the **Data Sheet**.

b. Taxes

17.3 The Agency and its Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the **Data Sheet**. Information on taxes in the Client's country is provided in the **Data Sheet**.

c. Currency of Proposal

17.4 The Agency may express the price for its Services in the currency or currencies as stated in the **Data Sheet**. If indicated in the **Data Sheet**, the portion of the price

representing local cost shall be stated in the national currency.

d. Currency of Payment

17.5 Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.

C. Submission, Opening and Evaluation

18. Submission, Sealing, and Marking of Proposals

- 18.1 The Agency shall submit a signed and complete Proposal comprising the documents and forms. The submission can be done by dropping the full proposal in the tender box as prescribed in **Data Sheet**.
- 18.2 An authorized representative of the Agency shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposal and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.
- 18.3 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.
- 18.4 The signed Proposal shall be marked "ORIGINAL", and its copies marked "COPY" as appropriate. The number of copies is indicated in the **Data Sheet**. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.
- 18.5 The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked "Selection of Agency for Project Management Support Unit (PMU) for implementation of Livelihoods Activities under ORMAS)", reference number, name and address of the Agency, and with a warning "Do Not Open until [insert the date and the time of the Technical Proposal submission deadline]."
- 18.6 Similarly, the original Financial Proposal (if required for the applicable selection method) shall be placed inside of a sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by the name of the assignment, reference number,

name and address of the Agency, and with a warning "**Do Not Open With The Technical Proposal.**"

- 18.7 The sealed envelopes containing the EMD, Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, RFP reference number, the name of the assignment, Agency's name and the address, and shall be clearly marked "Do Not Open Before [insert the time and date of the submission deadline indicated in the Data Sheet]".
- 18.8 If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.
- 18.9 The Proposal must be sent to the address indicated in the **Data Sheet** and received by the Client no later than the deadline indicated in the **Data Sheet**, or any extension to this deadline. Any Proposal or its modification received by the Client after the deadline shall be declared late and rejected, and promptly returned unopened.
- 18.10 Late submission of tender shall be out rightly rejected. The client shall not be responsible for any matter whatsoever for postal delay or loss of any documents by accident, theft, natural calamities (act of God).

19. Confidentiality

- 19.1 From the time the Proposals are opened to the time the Contract is awarded, the Agency should not contact the Client on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Agency who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.
- 19.2 Any attempt by Agency or anyone on behalf of the Agency to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal.
- 19.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if an Agency wishes to contact the Client on any matter related to the selection process, it should do so only in writing.

20. Opening of Technical Proposals

- 20.1 The Client's evaluation committee shall conduct the opening of the Technical Proposals in the presence of the Agency' authorized representatives who choose to attend (in person, or online if this option is offered in the **Data Sheet**). The opening date, time and the address are stated in the **Data Sheet**. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored with ORMAS until they are opened in accordance with the ITA.
- 20.2 At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Agency; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the **Data Sheet**.

21. Proposals Evaluation

- 21.1. Subject to provision of the ITA, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.
- 21.2. The Agency is not permitted to alter or modify its Proposal in any way after the proposal submission deadline. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.

22. Evaluation of Technical Proposals

- 22.1. The Client's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet**. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the **Data Sheet**.
- 23. Public
 Opening of
 Financial
 Proposals (for
 QCBS, FBS,
 and LCS
 methods)
- 23.1 After the technical evaluation is completed, the Client shall notify those Agency whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score (and shall provide information relating to the Agency's overall technical score, as well as scores obtained for each criterion and subcriterion) that their Financial Proposals will be returned unopened after completing the selection process and Contract signing. The Client shall simultaneously notify in writing those Agency that have achieved the minimum overall technical score and inform them of the date, time and

location for the opening of the Financial Proposals. The opening date should allow the Agency sufficient time to make arrangements for attending the opening. The Agency's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the Data **Sheet**) is optional and is at the Agency's choice.

The Financial Proposals shall be opened by the 23.2 Client's evaluation committee in the presence of the representatives of those Agency whose proposals have passed the minimum technical score and who choose to attend. At the opening, the names of the Agency, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded.

24. Correction of **Errors**

24.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.

a. Time-Based 24.1.1 If a Time-Based contract form is included in the RFP, Contracts the Client's evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Client's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.

Contracts

b. Lump-Sum 24.2 If a Lump-Sum contract form is included in the RFP, the Agency is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per ITA below, specified in the Financial

Proposal (Form FIN-1) shall be considered as the offered price.

25. Taxes

25.1 The Client's evaluation of the Agency's Financial Proposal shall exclude taxes and duties in the Client's country in accordance with the instructions in the **Data Sheet**.

26. Conversion to Single Currency

26.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the **Data Sheet**.

27. Combined Quality and Cost Evaluation

a. Quality- and Cost-Based Selection (QCBS)

27.1 In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the **Data Sheet**. The Agency achieving the highest combined technical and financial score will be invited for negotiations.

D. Negotiations and Award

28. Negotiations

- 28.1 The negotiations will be held at the date and address indicated in the **Data Sheet** with the Agency's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Agency.
- 28.2 The Client shall prepare minutes of negotiations that are signed by the Client and the Agency's authorized representative.\

a. Availability of Key Experts

28.3 The invited Agency shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with ITA. Failure to confirm the key experts' availability may result in rejection of the Agency's proposal and client proceeding with to negotiate with next ranked Agency. Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Agency, including but not limited to death or medical incapacity. In such case, the Agency shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the

Contract, who shall have equivalent or better qualifications and experience than the original candidate.

b. Technical Negotiation

28.5 The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Client's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.

c. Financial Negotiation

28.6 The negotiation include the clarification of the Agency's Tax Liability in the Client's country and how it should be reflected in the Contract.

d. Payment in Terms

28.7 Payments shall be released as per the conditions stated in the datasheet

29. Conclusion of Negotiation

29.1. The negotiations are concluded with a review of the finalized draft Contract, which then shall be initiated by the Client and the Agency's authorized representative. If the negotiations fail, the Client shall inform the Agency in writing of all pending issues and disagreements and provide a final opportunity to the Agency to respond. If disagreement persists, the Client shall terminate the negotiations informing the Agency of the reasons for doing so. The Client will invite the next-ranked Agency to negotiate a Contract. Once the Client commences negotiations with the next-ranked Agency, the Client shall not reopen the earlier negotiations.

30. Award of Contract

30.1 After completing the negotiations the Client shall sign the Contract; publish the award information as per the instructions in the **Data Sheet**

30.2 The Agency is expected to commence the assignment on the date and at the location specified in the **Data Sheet**.

31. Performanc e Security

31.1 Upon selection, the Consultant shall furnish to the Client, a performance security of the amount specified in Clause 31.2 below, on or before execution of the Contract to secure the due performance of the obligations of the Consultant under the

Contract (the **Performance Security**). The Performance Security will be in the form of an unconditional, irrevocable and on-demand bank guarantee issued in favour of the Client in the format appended to the Contract.

31.2 The Performance Security shall be for an amount equal to **3% (Three per cent)** of the total value of the Contract.

E. Data Sheet

	A. General
SN / Clause Ref	Reference
1 c	Odisha, India
2.1	Name of the Client: Odisha Rural Development & Marketing Society (ORMAS) Method of selection: QCBS wherein Technical and Financial evaluation shall be given a weightage of 80% and 20% respectively
	Address from where the RFP Documents can be obtained: ORMAS, SIRD & PR Campus, Unit-VIII, Bhubaneswar-751012, Odisha
	Issue of RFP Documents: 04 th June'2021 and website: www.ormas.org
2.2	Financial Proposal to be submitted together with Technical Proposal: Yes The name of the assignment is: RFP for Selection of Agency for Project Management Support Unit (PMU) for implementation of Livelihoods Activities under ORMAS
2.3	A pre-proposal conference will be held: Yes

2.4	Date of pre-proposal conference:- 11th June'2021 Time: 3 PM through Zoom. The link will be shared in the ORMAS website. Contact person: Sri Keshaw Chandra Jha, Deputy CEO (Livelihoods & Value Chain), ORMAS, Mobile No. 8249594867 Ms. Sonali Majumda, Project Executive (Procurement), ORMAS, Mobile No. 8328917719 The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals: As per Terms of Reference (ToR)
	B. Preparation of Proposals
10	This RFP has been issued in the ENGLISH language. Proposals shall be submitted in English language. All correspondence exchange shall be in English language.
11.1	The Proposal shall comprise the following:- FULL TECHNICAL PROPSOSAL 1st Inner Envelope with the Technical Proposal (Cover-A) (1) Power of Attorney to sign the Proposal (2) TECH-1 (3) TECH-2 (4) TECH-3 (5) TECH-4 (6) TECH-5 (7) TECH-6 (8) TECH-7 (9) TECH-8 (10) TECH-9
	2nd Inner Envelope with the Financial Proposal (Cover-B) (1) FIN-1 (2) FIN-2 (3) FIN-3
11.2	Statement of Undertaking is required: Yes

12.1	Participation of Sub-Agencies, Key Experts and Non-Key Experts in more than one Proposal is permissible: No		
13.1	Proposals must remain valid for 90 days calendar days after the proposal submission deadline.		
13.7	a) The Bidder has to be a single entity. All Key Experts should be in the payroll / direct contract of the Bidder.		
	b) Sub-contracting of only Non Key Experts are allowed. However all responsibility towards the scope of work and deliverables of these positions shall be on the Bidder.		
14.1	Clarifications may be requested as per the deadline mentioned at 2.3 of Datasheet The contact information for requesting clarifications is: E-mail: ormashq@gmail.com Contact person/conference coordinator: 1. Shri Keshaw Chandra Jha, Deputy CEO (Livelihoods), Mobile No. (For any queries related to Livelihoods Activities and the Schemes) & 2. Ms. Sonali Majumdar, Project Executive (Procurement), Mobile No. 8328917719 (For any queries related to Procurement Procedure) ORMAS, SIRD & PR Campus, Unit- VIII, Bhubaneswar, 751012, Odisha		
17.1	Time cost of the Key Experts to be provided in the Financial Proposal All TA/DA as ORMAS permissible shall be additional and will be reimbursed to Agency as per the guidelines of ORMAS. Office facility shall be provided by ORMAS / Govt. of Odisha.		
17.2	N.A.		
17.3	7.3 The Financial Proposal should be quoted in INR		
	C. Submission, Opening and Evaluation		
18.1	The Agencies shall not have the option of submitting their Proposals electronically. The submission shall be done by dropping the full proposal consisting of three envelopes in the tender box.		

The Agency must submit the full proposal consisting of two envelopes. All envelopes should be properly marked and sealed: a. Technical Proposal: one (1) original and one (1) soft copy in pdf format in the form of CD; b. Financial Proposal: one (1) original. The financial proposal should be submitted in the formats mentioned in the RFP for One year only; submission of financial proposal in any other format will be rejected.	
The Proposals must be submitted no later than: Date:-24 th June'2021 Time: 3 PM Proposal submission address is: Odisha Rural Marketing & Development Society SIRD & PR Campus, Unit- VIII, Bhubaneswar, 751012, Odisha	
Time, Place and date for opening of the Technical Proposal (Cover-A) Conference Hall of ORMAS, SIRD & PR Campus, Unit- VIII, Bhubaneswar, 751012, Odisha Date: :- 24 th June'2021 Time: 4 PM	
An online option of the opening of the Technical Proposals is offered: No	
In addition, the following information will be read aloud at the opening of the Technical Proposals: Name of Agency	
Criteria, sub-criteria, and point system for the eligibility and evaluation of the Technical Proposals: Key Eligibility Criteria: (1st Stage) Before opening and evaluation of the technical proposals, each bidder will be assessed based on the following key eligibility criteria. The bidder is required to produce the copies of the required supportive documents/information as part of their technical proposal failing which the proposals will be rejected.	

Table-1		
S N	Criteria	Documents Required
1.	The Bidder must be incorporated & registered in India, under the India Companies Act or a limited liability Partnership Firm registered under Limited Liability Partnership Act 2008/ Partnership Act registered under relevant Act in India/ Trust Act and should be in operations in India for a minimum 10 years	Proof of Certificate of Incorporation / Registration of the Agency/ Memorandum & Articles of Association/ Partnership Deed Copy of PAN Copy of Goods and Services Tax Identification Number (GSTIN).
2.	The Bidder should have an average annual turnover of ₹25 Crores from the business during the last three financial years (2017-18, 2018-19 & 2019-20).	Copies of audited balance sheet for the last three financial years and CA certificate certifying that the bidder should have an average annual turnover more than ₹25 Crores during the last three financial years from the business. (Audited financial statements verified by Chartered Accountant indicating his/her membership no. on his seal)
3.	The bidder should have minimum annual revenue of ₹10 Crores from PMU/TSA/PMC/TSU during each of the last three declared financial years. (FY 2017-18, 2018-19 and 2019-20)	Copies of audited balance sheet for the last three financial years and CA certificate certifying that the bidder should have minimum annual revenue of ₹10 crores from PMU/TSA/PMC/TSU during each of the last three declared financial years.
4.	The Bidder should have experience of successful completion of at least two (2) similar assignment for PMU/TSA/PMC/TSU in last 3 Financial years from the proposal due date	Work orders/ Contract Document / Completion of Work Certificates from the previous clients to be submitted.

T							
		where the single contract value is not					
		less than INR 2.0 crores.					
		(FY 2017-18, 2018-19 and 2019-20)					
	5.	The bidder must have successfully supplied or recruited minimum 100 professional staffs as mentioned in the RFP for Government/ PSU's/ Government undertakings during last 3 financial years. (FY 2017-18, 2018-19 and 2019-20)	Self-certified certificate by authorized signatory along with Work order/agreement				
	6.	The Bidder firm should not have been blacklisted/ debarred by any State or Central Government department/ agency or PSUs in India.	Declaration from Authorised Signatory				

Technical Evaluation Criteria (2nd Stage):-

Evaluation of the Technical and financial proposals will be based on Quality and Cost Based Selection mode with weightage of 80% and 20% for technical and financial proposals, respectively.

- 1. In the first phase the qualifying documents shall be scrutinized based on the key eligibility criteria as mentioned in this TOR.
- 2. In the second phase the bidders which satisfy the eligibility criteria shall be given marks based on technical parameters. Accordingly, bidders will be ranked based on the marks allotted to them.

Table-2 Points

SI.	Parameters	Total/ Maximum
No.		Marks
1.	Financial Capacity of the Bidder	15
	Bidder's average annual turnover of the	
	Applicant in India in the last three financial	
	years ending 31 March 2020 shall be minimum	
	INR 25.00 Crores or above.	
	 For Turnover of INR >25- 30 Crores – 	
	5 Marks	
	 For Turnover of INR >30- 35 Crores – 	
	10 Marks	

	_	
	 For Turnover above INR 35 Crores - 15 Marks 	
2.	Proof of Experience in the last 3 years from the proposal due date.	20
	Experience of managing large scale Project	
	Management Unit (PMU) or Project	
	Management Unit (TSA) for Government/	
	PSUs/ Government undertakings.	
	For State Level projects - 2 marks for	
	each project and Maximum of 10 marks	
	 For National Level projects – 5 marks 	
	for each project and Maximum of 10	
	marks	
	Project will be considered for evaluation only	
	if it is accompanied with Supporting	
	documents like Memorandum of	
	Understanding/ Work Order/ Agreement Copy	
3.	The Bidder should have experience of	20
	successful completion/ongoing assignment of PMU/TSA/PMC/TSU in last 3 Financial years	
	where the single contract value is not less than	
	₹2.0 crores per Contract.	
	i. For single contract value of INR >2.0 cr	
	- 5.0 cr - 4 marks for each project. (
	Max 5 Project)	
	ii. For single contract value of >INR 5.0 cr - 8.0 cr- 5 marks for each project (Max	
	4 projects)	
	Project will be considered for evaluation only if	
	it is accompanied with Supporting documents	
	like Memorandum of Understanding/ Work	
4.	Order/ Agreement Copy The bidder should have minimum annual	15
4.	revenue of ₹ 10 Crores from the assignment of	15
	PMU/TSA/PMC/TSU during each of the last	
	three declared financial years.	
	 For revenue> 10cr -15 Cr – 5 marks 	
	• For revenue >15-20Cr – 10 Marks	
	• For revenue >20Cr – 15 marks	40
5.	The bidder must have successfully supplied or recruited minimum 100 professional staffs	10
	as mentioned in the RFP for Government/	
	PSU's/ Government undertakings during last	

1		1
	3 financial years. (FY 2017-18, 2018-19 and 2019-20) • For supplied human resource/ recruited staff of 100-150 professional staff – 5 marks • For supplied human resource/ recruited staff of 151-200 professional staff – 7.5 marks • For supplied human resource/ recruited staff of above 200 professional staff – 10 marks 6. Presentation The bidders may be invited for a Power Point presentation in front of the committee to be formed by ORMAS to evaluate the presentation. Presentation should highlight; i. Mechanism for handling issues and compliances ii. Internal Control Mechanism iii. Review mechanism for performance of deployed professionals	
	iv. Models to secure and retain professionals	
	Total Marks	100
Note: Work Order / Completion Certificate and Terms of Re Experience Certificate justifying the requirements, should be each of the assignments submitted for above.		
	Total points for the six criteria:	100
The minimum technical score (St) required to pass is: 70 Financial Bid of only those Bidders will be opened wh minimum of 70 marks		
23	Time, Place and date for opening of the Financial B) To be informed later	Proposal (Cover-
25	For the purpose of the evaluation, the Client will exclude only applicable service tax / GST All other taxes are deemed to be included in the financial proposal. All payments shall be made in INR. Conditions of Release of Payments to the Agency as per terms of the Contract:-	

	Milestone & Time Line Milestone & Time						
		Line					
	Signing of the contract & on submission of the Annual Action Plan and Performance tracking tools.	10% of the Contract Value					
	Completion of 1st Quarter: On placement of 100% staff and on production of timesheets & Remarks of the staff.	20% of the Contract Value					
	Completion of 2nd Quarter: on production of timesheets & Remarks of the staff.	20% of the Contract Value					
	Completion of 3rd Quarter: on production of timesheets & Remarks of the staff.	20% of the Contract Value					
	Completion of 4th Quarter: on production of timesheets & Remarks of the staff.	30% of the Contract Value					
	Note: Contract Value includes Staff remuneration Cost.	n cost and Management					
27.1	The mode of selection will be QCBS						
	The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.						
	The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:						
	St= The technical score of the Bidder Sf = 100 x Fm/ F, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the proposal under consideration.						
	The weights given to the Technical (T) and Finance: T =80, and P =20	ancial (P) Proposals					
	Proposals are ranked according to their comb financial (Sf) scores using the weights (T = tl Technical Proposal; P = the weight given to the F = 1) as following: S = St x T% + Sf x P%.	he weight given to the					
	D. Negotiations and Awa	rd					

28.1 Expected date and address for contract negotiations and signing: **Date**: 20th July'2021 Address: ORMAS, SIRD & PR Campus, Unit-VIII, Bhubaneswar-751012, Odisha 28.3 The invited Agency shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with ITA. Failure to confirm the key experts' availability may result in rejection of the Agency's proposal and client proceeding with to negotiate with next ranked Agency. Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Agency, including but not limited to death or medical incapacity. In such case, the Agency shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate. In case there is any change in the proposed key experts, a penalty of 10% on the proposed cost of the respective Expert will be imposed by ORMAS. Except the client may otherwise agree in writing, no changes shall be made in the Kev Experts. Notwithstanding the above, the substitution of key experts during contract execution may be considered only based on the agency's written request due to circumstances outside the reasonable control of the Agency, including but not limited to death or medical incapacity. In such case, the agency shall forthwith provide as a replacement, a person of equivalent and experience, and the same rate of remuneration. If the client finds that any of the Experts has committed serious misconduct or has been charged with having committed a criminal action, or shall the client determine that agency's expert have engaged in corrupt, fraudulent, collusive, coercive or obstructive practice while performing the services, the agency shall, at the client's written request provide a replacement. For all such replacements, no penalty shall be applicable. Except as the Client may otherwise agree, (i) the Agency shall bear all additional travel and other costs arising out of or incidental to any removal and/ or replacement, and (ii) the remuneration to be paid for any of the Experts provided as a replacement shall not exceed the remuneration which would have been payable to the Experts replaced or removed. Substitution of Key Experts at the time of negotiations may be considered if solely due to circumstances outside the reasonable control of and not foreseeable by the Agency, including but not limited to death medical incapacity, or as per the request of the Client. In such case, the Agency shall offer a substitute Key Expert, who shall equivalent of better qualification and experience. All replacements/ substitution of the key

experts should be duly approved by the Client to be made within 30 days of approval.

In case if there is any change in the proposed key experts after the initial deployment, a penalty of 10 percent on the proposed cost of the Expert for the 1st year. From the 2nd year onwards, a penalty of 30 percent will be imposed by Client in the replacement of 1/3rd or more of the total number of experts. Such penalty of 30 percent or 10 percent should be limited to the cost of the respective expert for the subsequent period of the relevant year or as may be decided by the competent authority.

- 30. Expected date for the commencement of the Services: 21st July'2021
- **Limitation of Liability** In no event shall either party be liable for consequential, incidental, indirect, or punitive loss, damage or expenses (including lost profits). Either party shall not be liable to the other hereunder or in relation hereto (whether in contract, tort, strict liability or otherwise) for more than the value of the fees to be paid (including any amounts invoiced but not yet paid) under the Contract.

Indemnification: Both parties shall indemnify, defend and hold harmless during the term of the Agreement from and against all liabilities, damages, losses, expenses, deaths, demands, actions, proceedings, costs and claims of any nature whatsoever, including without limitation legal fee and expenses, suffered as a result of or arising out of or in any way connected with the acts, omissions, negligence, nuisance, breach of this Agreement and failure to perform obligations hereunder of or by the licensee and its employees, agents, representatives and contractors, including the use or violation of any copyright work or literary property or patented invention, article or appliance, except to the extent that such injury, damage or loss is attributable to a negligent or willful act or omission of either of the parties.

Section 3. Technical Proposal – Standard Forms

{Notes to Agency shown in brackets { } throughout Section 3 provide guidance to the Agency to prepare the Technical Proposal; they should not appear on the Proposals to be submitted.}

Checklist of Required Forms

FORM	DESCRIPTION			
TECH-1	Technical Proposal Submission Form.			
Power of	No pre-set format/form.			
Attorney				
TECH-2	Agency's Organization and Experience.			
TECH-2A	A. Agency's Organization			
TECH-2B	B. Agency's Experience			
TECH-3	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client.			
TECH-3A	A. On the Terms of Reference			
TECH-3B	B. On the Counterpart Staff and Facilities			
TECH-4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment			
TECH-5	Work Schedule and Planning for Deliverables			
TECH-6	Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV)			
TECH-7	Average Annual Turnover for the last 3 financial years (2017-18, 2018-19 and 2019-20)			
TECH-8	Average Annual Revenue from recruitment/ manpower for the last 3 financial years (2017-18, 2018-19 and 2019-20)			
TECH-9	Format For Bid Security Declaration			

All pages of the original Technical and Financial Proposal shall be initialled by the same authorized representative of the Agency who signs the Proposal.

Form TECH-1

TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To,

The Chief Executive Officer, ORMAS SIRD & PR Campus, Unit- VIII, Bhubaneswar, 751012, Odisha

Dear Sir,

We, the undersigned, offer to provide the consulting services for RFP for Selection of Agency for Project Management Support Unit (PMU) for implementation of Livelihoods Activities under ORMAS in accordance with your RFP vide no xxxx dated xxxxxxx. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope.

We hereby declare that:

- a. All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client
- b. Our Proposal shall be valid and remain binding upon us for the period of time specified in the RFP.
- c. We have no conflict of interest as stated in the RFP
- d. We meet the eligibility requirements as stated in RFP & TOR
- e. In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Client.
- f. Except as stated in the ITA &Data Sheet, we undertake to negotiate a Contract on the basis of the proposed Experts/staffs. We accept that the substitution of Key Experts for reasons other than those stated in ITA may lead to the termination of Contract negotiations.
- g. Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in the Data Sheet.

Selection of Agency for Project Management Support Unit (PMU) for implementation of Livelihoods Activities under ORMAS

We understand that the Client is receives.	not bound	to accept	any	Proposal	that	the	Client
We remain,							
Yours sincerely,							
Authorized Signature {In full and in Name and Title of Signatory:	•						
Address: Contact information (phone and e-							

Form TECH-2 (FOR FULL TECHNICAL PROPOSAL ONLY)

AGENCY'S ORGANIZATION AND EXPERIENCE

Form TECH-2: a brief description of the Agency's organization and an outline of the recent experience of the Agency that is most relevant to the assignment. For each assignment, the outline should indicate the names of the Agency's Key Experts and Sub-Agencies who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a consortium, the amount paid to the Agency), and the Agency's role/involvement.

A - Agency's Organization

- 1. Provide here a brief description of the background and organization of your company.
- 2. Include organizational chart, a list of Board of Directors, and beneficial ownership

B - Agency's Experience

- 1. List only previous <u>similar</u> assignments.
- 2. List only those assignments for which the Agency was legally contracted by the Client as a company or was one of the consortium partners. Assignments completed by the Agency's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Agency, or that of the Agency's partners or sub-Agency, but can be claimed by the Experts themselves in their CVs. The Agency should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Client.

Duration	Assignment name/& brief description of main deliverables/outputs	Name of Client & Country of Assignment	Approx. Contract value (in INR)/ Amount paid to your firm	Role on the Assignment
{e.g., Jan.2014– Apr.2015}	{e.g., "Project Management Unit of": Implementation of DDU- GKY; }	{e.g., Ministry of, country}	INR	Define role {e.g., Lead partner in a consortium if any }
{e.g., Jan- May 2014}	{e.g., "Support to sub- national government" : drafted secondary level regulations on}	{e.g., municipality of, country}	INR	{e.g., sole Agency}

Form TECH-3 (FOR FULL TECHNICAL PROPOSAL)

COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE, COUNTERPART STAFF, AND FACILITIES TO BE PROVIDED BY THE CLIENT

Form TECH-3: comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by the Client, including: administrative support, office space, local transportation, equipment, data, etc.

A - On the Terms of Reference

{Improvements to the Terms of Reference, if any}

B - On Counterpart Staff and Facilities

{comments on counterpart staff and facilities to be provided by the Client. For example, administrative support, office space, local transportation, equipment, data, background reports, etc., if any}

Form TECH-4 (FOR FULL TECHNICAL PROPOSAL ONLY)

DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN IN RESPONDING TO THE TERMS OF REFERENCE

Form TECH-4: a description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

{Suggested structure of your Technical Proposal (in FTP format):

- a) Technical Approach and Methodology
- b) Work Plan
- c) Organization and Staffing}
- a) <u>Technical Approach and Methodology.</u>{Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here.}
- b) <u>Work Plan.</u>{Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}
- c) <u>Organization and Staffing.</u>{Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff.}

Form TECH-5 (FTP)

WORK SCHEDULE AND PLANNING FOR DELIVERABLES

N°	Deliverables ¹ (D)	Months											
'	Deliverables (D)	1	2	3	4	5	6	7	8	9		n	TOTAL
D-1	{e.g., Deliverable #1:												
	1) xxxxxxx												
	2) xxxxxxxx												
	3) xxxxxxxxx												
	4) xxxxxxxxx												
	5)												
	6) xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx												
D-2	{e.g., Deliverable #2:}												
n													

List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Client's approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.

- 2 Duration of activities shall be indicated in a form of a bar chart.
- 3. Include a legend, if necessary, to help read the chart.

FORM TECH-6 (CONTINUED)

CURRICULUM VITAE (CV)

	1						
			EAM LEADE	R}			
Name of E		{Insert full name}					
Date of Bir		day/month/	/ear}				
Country of Citizenship	o/Residence						
	{List college/university institutions, dates atten				, 0	of ——	
in reverse positions h contact info	nt record relevant to the order. Please provide eld, types of activities ormation of previous clips references. Past emplobe included.} Employing organization your title/position. Con	dates, na performed ents and oyment the	me of emply and local employing	oloying on olition of organiz	organization, title the assignment, zation(s) who can the assignment of activities	and and n be	
	information for referen	ces			performed relev- to the Assignme		
[e.g., May 2005- present]	[e.g., Ministry of, advisor/Agency to						
	For references: Tel mail; Mr						
Membersh	ip in Professional Asso	ociations	and Publi	cations	:		
Language	Skills (indicate only la	nguages	in which y	ou can '	work):		

Adequacy for the Assignment:

Detailed Tasks Assigned on Agency's Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
{List all deliverables/tasks as in TECH- 5 in which the Expert will be involved)	

experts' contact in	formation: (e-	-mail, phone)
---------------------	----------------	---------------

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client.

		{day/month/year}
Name of Expert	Signature	Date
		{day/month/year}
Name of authorized Date	Signature	
Representative of the Agency (the same who signs the Proposal)		

TECH -7 – Bidder Organisation (Financial Details)

(To be furnished in the letter head of the Auditor/ Chartered Account)

The Annual Turnover for the last thre below and certified that the statemen	are given		
	Financial Informati	on in INR	
Details	FY 2017-18	FY 2018-19	FY 2019-20
Annual Turnover from the Business (In Rupees)			
Average Annual Turnover (for the	e above three years) in Ru	pees	
Supporting Documents:			
Audited certified financial statemer of Profit/ Loss Account and Balance Provisional Statement of account Filled in information in this for authorized representative of the which the Bid will be out rightly	ce Sheet for the respective shall not be considered. rmat must have to be joe bidder and to be furnis	financial years is mandato intly certified and sealed shed in original along w	ory along with this form). d by the CA and the
Signature and Seal of the Charter seal)	ed Accountant with Date	in original (with Members	hip No. on his
Authorized Signatory [In full initial Communication Address of the B			

TECH -8 – Bidder Organisation (Financial Details)

(To be furnished in the letter head of the Auditor/ Chartered Account)

are given below and certified that the	last three consecutive finant statement is true and correct.	•	
	Financial Informatio	n in INR	
Details	FY 2017-18	FY 2018-19	FY 2019-20
Annual Revenue from Recruitment/ Manpower (In Rupees)			
Average Annual Revenue from Rein Rupees	cruitment/ Manpower (for	the above three years)	
Supporting Documents:			
Audited certified financial statemen of Profit/ Loss Account and Balanc Provisional Statement of account	e Sheet for the respective f		
Filled in information in this for authorized representative of the which the Bid will be out rightly	e bidder and to be furnish	hed in original along wit	
authorized representative of the which the Bid will be out rightly Signature and Seal of the Charters	e bidder and to be furnish rejected. No scanned cop	hed in original along wit y will be entertained.	h the tender failing
authorized representative of the which the Bid will be out rightly	e bidder and to be furnish rejected. No scanned cop	hed in original along wit y will be entertained.	h the tender failing

TECH -9 - FORMAT FOR BID SECURITY DECLARATION

To,

The Chief Executive Officer, ORMAS, Panchayati Raj & Drinking Water Department, Government of Odisha, Bhubaneswar, 751012

Sub: Submission of document on "BID SECURITY DECLARATION" format.

Sir,

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

- a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Dated this	Day of	, 2021
Authorized Signatory [In full and initials]:	
	with Date and Seal:	
Signature :		

Section 4. Financial Proposal - Standard Forms

{Notes to Agency shown in brackets { } provide guidance to the Agency to prepare the Financial Proposals; they should not appear on the Financial Proposals to be submitted.}

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section 2.

- FIN-1 Financial Proposal Submission Form
- FIN-2 Summary of Costs
- FIN-3 Breakdown of Remuneration

FORM FIN-1 FINANCIAL PROPOSAL SUBMISSION FORM

{Location, Date}

To:

The Chief Executive Officer, ORMAS, SIRD & PR Campus, Unit- VIII, Bhubaneswar, Pin-751012, Odisha

Dear Sir,

We remain,

We, the undersigned, offer to provide the consulting services for Selection of Agency for Project Management Support Unit (PMU) for implementation of Livelihoods Activities under ORMAS in accordance with your RFP XXXXXXXXX and our Technical Proposal.

Our attached Financial Proposal is for the amount of {Indicate the corresponding to the amount(s) {Insert amount(s) in words and figures}, excluding of all indirect local taxes in accordance with the ITA & Data Sheet. The estimated amount of local indirect taxes is {Insert currency} {Insert amount in words and figures} which shall be confirmed or adjusted, if needed, during negotiations. {Please note that all amounts shall be the same as in Form FIN-2}.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in the Data Sheet. No commissions or gratuities have been or are to be paid by us to agents or any third party relating to this Proposal and Contract execution.

We understand you are not bound to accept any Proposal you

receive.

Yours sincerely,

Authorized Signature {In full and initials}:

Name and Title of Signatory:

In the capacity of:

Address

E-mail:

FORM FIN-2 SUMMARY OF COSTS

NB: Evaluation shall be made excluding Tax

	Cost
<i>ltem</i>	{Agency must state the proposed Costs in accordance with the Data Sheet ; delete columns which are not used}
	In Rupees
Cost of the Financial Proposal	
(1) Remuneration	
(2) Management Expenses	
A-Total Cost of the Financial Proposal:	
{Should match the amount in Form FIN-1}	
Indirect Local Tax Estimates – to be discu Contract is awarded	issed and finalized at the negotiations if the
B. GST	
Gross Total (A+B) including GST	

NOTE:

- In case the bidders found tie up between the bidders in the combined score, the bidder's having highest numbers of similar assignment in the last 3 years from the proposal due date shall be considered. The contract value of each assignment/project must be greater than 2 Cr. Please refer point 3 of the technical evaluation criteria (Table-2). The bidders are requested to provide the long list of the assignment for evaluation purpose.
- In no case, the successful agency shall disburse their payment to the staff below the remuneration fixed. If found so later on during the contract period, their contract shall be terminated.
- EPF, ESI, Gratuity will be deposited by the agency by deducting from the monthly remuneration.
- No employee will claim any money at any time from ORMAS and the same will be responsibility of the agency.

FORM FIN-3 BREAKDOWN OF REMUNERATION (IN INR ONLY)

SN	Name of the Position	Number of Resourc es	Remunerati on Fixed in INR per month	Total Cost for 12 months in INR
1.	Crop Husbandry	1	50,000/-	6,00,000/-
2.	Value Addition, Processing, Marketing	1	50,000/-	6,00,000/-
3.	Social Mobilization	1	50,000/-	6,00,000/-
4.	IT & MIS	1	50,000/-	6,00,000/-
5.	Law & Accounts	1	50,000/-	6,00,000/-
6.	FPO Coordinators	7	50,000/-	42,00,000/-
7.	Human Resource	1	50,000/-	6,00,000/-
8.	Programme Support & MIS	1	50,000/-	6,00,000/-
9.	Marketing and Brand promotion	1	50,000/-	6,00,000/-
10.	Team Lead	1	60,000/-	7,20,000/-
11.	Producers' Company and HR expert	1	50,000/-	6,00,000/-
12.	Incubation Expert	1	50,000/-	6,00,000/-
13.	Product Development & Corporate linkage Expert	1	50,000/-	6,00,000/-
	Grand Total Fee for 12 months	19		1,15,20,000/-

Notes:-

• In no case, the successful agency shall disburse their payment to the staff below the remuneration fixed. If found so later on during the contract period, their contract shall be terminated.

Section 5. Terms of Reference

1. Background

Odisha Rural Development and Marketing Society' (ORMAS) is an autonomous body under Panchayati Raj Department, Government of Odisha. Registered under Societies Registration Act-1860, it has been rendering notable services in livelihood promotion and skill development in the state of Odisha including implementation of the national programme of DDU-GKY.

With the launch of National Rural Livelihood Mission, ORMAS has been promoting Producers' Groups. ORMAS had been supporting the Producers' Groups with institution building, capacity building, value chain and marketing support.

2. Scope of Work

A Project Management Unit (PMU) will be set up at the State level to support the livelihoods and value chain activities. The PMU will comprise of the man power hired under the following projects

- a. Implementation of the Scheme of Fund for Regeneration of Traditional Industries (SFURTI) through promotion of cluster development.
- b. Implementation of formation and Promotion of FPO program as per the Operational guidelines of DAC&FW (Department of Agriculture, Cooperation & Farmers' Welfare) and suggested by MoRD/FDRVC and NPMA from time to time.
- c. To provide and implement expert and technical knowledge in supply chain management, business incubation and product development and diversification for the promotion of Producers' Groups and Producers' Companies through the State Livelihood Resource cell at the state level.

3. Key Deliverables

The expected deliverables of the consultancy services will be to provide high quality services to the state team of ORMAS in implementation of the training programme along with deployment of qualified manpower. The manpower will be deployed as agreed in the agreement. This dedicated team of experts / professionals would be appointed by the Agency for carrying out the assignment.

4. Key Eligibility Criteria and Technical Evaluation Criteria

Key Eligibility Criteria: (1st Stage)

Before opening and evaluation of the technical proposals, each bidder will be assessed based on the following key eligibility criteria. The bidder is required to produce the copies of the required supportive documents/information as part of their technical proposal failing which the proposals will be rejected.

Table-1

SN	Criteria	Documents Required
1.	The Bidder must be incorporated & registered in India, under the India Companies Act or a limited liability Partnership Firm registered under Limited Liability Partnership Act 2008/Partnership Act registered under relevant Act in India/Trust Act and- should be in operations in India for a minimum 10 years	Proof of Certificate of Incorporation Registration of the Agency/ Memorandum & Articles of Association/ Partnership Deed Copy of PAN Copy of Goods and Services Tax Identification Number (GSTIN).
2.	The Bidder should have an average annual turnover of ₹25 Crores from the business during the last three financial years (2017-18, 2018-19 & 2019-20).	Copies of audited balance sheet for the last three financial years and CA certificate certifying that the bidder should have an average annual turnover more than ₹25 Crores during the last three financial years from the business. (Audited financial statements verified by Chartered Accountant indicating his/her membership no. on his seal)
3.	The bidder should have minimum annual revenue of ₹10 Crores from PMU/TSA/PMC/TSU during each of the last three declared financial years. (FY 2017-18, 2018-19 and 2019-20)	Copies of audited balance sheet for the last three financial years and CA certificate certifying that the bidder should have minimum annual revenue of ₹10 crores from PMU/TSA/PMC/TSU during each of the last three declared financial years.

4.	The Bidder should have experience of successful completion of at least two (2) similar assignment for PMU/TSA/PMC/TSU in last 3 Financial years from the proposal due date where the single contract value is not less than INR 2.0 crores. (FY 2017-18, 2018-19 and 2019-20)	Work orders/ Contract Document / Completion of Work Certificates from the previous clients to be submitted.
5.	The bidder must have successfully supplied or recruited minimum 100 professional staffs as mentioned in the RFP for Government/ PSU's/ Government undertakings during last 3 financial years. (FY 2017-18, 2018-19 and 2019-20)	Self-certified certificate by authorized signatory along with Work order/agreement
6.	The Bidder firm should not have been blacklisted/ debarred by any State or Central Government department/ agency or PSUs in India.	Declaration from Authorised Signatory

Technical Evaluation Criteria (2nd Stage):-

Evaluation of the Technical and financial proposals will be based on Quality and Cost Based Selection mode with weightage of 80% and 20% for technical and financial proposals, respectively.

- 1. In the first phase the qualifying documents shall be scrutinized based on the key eligibility criteria as mentioned in this TOR.
- 2. In the second phase the bidders which satisfy the eligibility criteria shall be given marks based on technical parameters. Accordingly, bidders will be ranked based on the marks allotted to them.

Table-2 Points

SI.	Parameters	Total/ Maximum
No.		Marks
1.	Financial Capacity of the Bidder	15
	Bidder's average annual turnover of the Applicant in India in the last	
	three financial years ending 31 March 2020 shall be minimum INR	
	25.00 Crores or above.	
	 For Turnover of INR >25- 30 Crores – 5 Marks 	
	 For Turnover of INR >30- 35 Crores –10 Marks 	
	 For Turnover above INR 35 Crores - 15 Marks 	

2.	Proof of Experience in the last 3 years from the proposal due date.	20
	 Experience of managing large scale Project Management Unit (PMU) or Project Management Unit (TSA) for Government/ PSUs/Government undertakings. For State Level projects - 2 marks for each project and Maximum of 10 marks For National Level projects - 5 marks for each project and Maximum of 10 marks Project will be considered for evaluation only if it is accompanied with Supporting documents like Memorandum of Understanding/Work Order/ Agreement Copy 	
3.	The Bidder should have experience of successful completion/ongoing assignment of PMU/TSA/PMC/TSU in last 3 Financial years where the single contract value is not less than ₹2.0 crores per Contract. i. For single contract value of INR >2.0 cr − 5.0 cr − 4 marks for each project. (Max 5 Project) ii. For single contract value of >INR 5.0 cr − 8.0 cr − 5 marks for each project (Max 4 projects) Project will be considered for evaluation only if it is accompanied with Supporting documents like Memorandum of Understanding/ Work Order/ Agreement Copy	20
4.	The bidder should have minimum annual revenue of ₹ 10 Crores from the assignment of PMU/TSA/PMC/TSU during each of the last three declared financial years. • For revenue> 10cr -15 Cr – 5 marks • For revenue >15-20Cr – 10 Marks • For revenue >20Cr – 15 marks	15
5.	The bidder must have successfully supplied or recruited minimum 100 professional staffs as mentioned in the RFP for Government/ PSU's/ Government undertakings during last 3 financial years. (FY 2017-18, 2018-19 and 2019-20) • For supplied human resource/ recruited staff of 100-150 professional staff – 5 marks • For supplied human resource/ recruited staff of 151-200 professional staff – 7.5 marks • For supplied human resource/ recruited staff of above 200 professional staff – 10 marks	10
6.	Presentation	20

The bidders may be invited for a Power Point presentation in front of the committee to be formed by ORMAS to evaluate the presentation. Presentation should highlight; i. Mechanism for handling issues and compliances ii. Internal Control Mechanism iii. Review mechanism for performance of deployed professionals iv. Models to secure and retain professionals	
Total Marks	100

Financial Bid of only those Bidders will be opened who score a minimum of 70 marks.

5. Contract Period: The project cycle is maximum for 3 years. The Contract shall be executed initially for one year. The contract period shall be renewed annually based on the performance and need. The client reserves the right to reduce or increase the project cycle period at any point of time as per the need of the organization.

6. Payment Modalities:-

Milestone & Time Line	Milestone & Time Line
Signing of the contract & on submission of the Annual Action Plan, Performance tracking tools.	10% of the Contract Value
	20% of the Contract Value
Completion of 2nd Quarter: on production of timesheets & Remarks of the staff.	20% of the Contract Value
Completion of 3rd Quarter: on production of timesheets & Remarks of the staff.	20% of the Contract Value
Completion of 4th Quarter: on production of timesheets & Remarks of the staff.	30% of the Contract Value

Note: Contract Value includes Staff remuneration cost and Management Cost.

7. Penalty / Liquidated Damages on deliverables or work performance

The invited Agency shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with ITA. Failure to confirm the key experts' availability may result in rejection of the Agency's proposal and client proceeding with to negotiate with next ranked Agency. Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Agency, including but not limited to death or medical incapacity. In such case, the Agency shall offer a substitute Key Expert within

the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate. In case there is any change in the proposed key experts, a penalty of 10% on the proposed cost of the respective Expert will be imposed by ORMAS. Except the client may otherwise agree in writing, no changes shall be made in the Key Experts. Notwithstanding the above, the substitution of key experts during contract execution may be considered only based on the agency's written request due to circumstances outside the reasonable control of the Agency, including but not limited to death or medical incapacity. In such case, the agency shall forthwith provide as a replacement, a person of equivalent and experience, and the same rate of remuneration. If the client finds that any of the Experts has committed serious misconduct or has been charged with having committed a criminal action, or shall the client determine that agency's expert have engaged in corrupt, fraudulent, collusive, coercive or obstructive practice while performing the services, the agency shall, at the client's written request provide a replacement. For all such replacements, no penalty shall be applicable. Except as the Client may otherwise agree, (i) the Agency shall bear all additional travel and other costs arising out of or incidental to any removal and/ or replacement, and (ii) the remuneration to be paid for any of the Experts provided as a replacement shall not exceed the remuneration which would have been payable to the Experts replaced or removed. Substitution of Key Experts at the time of negotiations may be considered if solely due to circumstances outside the reasonable control of and not foreseeable by the Agency, including but not limited to death medical incapacity, or as per the request of the Client. In such case, the Agency shall offer a substitute Key Expert, who shall equivalent of better qualification and experience. All replacements/ substitution of the key experts should be duly approved by the Client to be made within 30 days of approval. In case if there is any change in the proposed key experts after the initial deployment, a penalty of 10 percent on the proposed cost of the Expert for the 1st year. From the 2nd year onwards, a penalty of 30 percent will be imposed by Client in the replacement of 1/3rd or more of the total number of experts. Such penalty of 30 percent or 10 percent should be limited to the cost of the respective expert for the subsequent period of the relevant year or as may be decided by the competent authority.

8. Intellectual Property:

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.

9. Services and Facilities to be Provided by the Client

ORMAS will provide the following:

- 1. Data and other information Management support.
- 2. Office Space for staff
- 3. Team Support
- 4. List of ORMAS officials with Names and cell phone/landline numbers
- 5. Draft Manuals
- 6. The staff deployed by the agency shall be given work station in ORMAS Office at different location like State and District Level. They will be assigned by the concerned authority or any designated officer at appropriate level.

10. Review and Reporting Requirements

The Client's committee shall review the work or performance of the staff deployed at different location on quarterly basis. The State and District authority or any designated officer of ORMAS shall furnish the timesheets and remarks of the staff based on which the payment shall be released.

11. Staff requirement: The Qualification, Experience and Job Responsibilities

The number of staff may increase or decrease at any point of time. The qualification, Experience and Job Responsibilities are fixed as per the CBBO/SFRUTI/ORMAS advisory which is detailed at Annexure-A.

12. Fixed Remuneration Structure of the staff to be provided by the agency.

SN	Name of the Position	Number of Resourc es	Remunerati on Fixed in INR per month	Total Cost for 12 months in INR
14.	Crop Husbandry	1	50,000/-	6,00,000/-
15.	Value Addition, Processing, Marketing	1	50,000/-	6,00,000/-
16.	Social Mobilization	1	50,000/-	6,00,000/-
17.	IT & MIS	1	50,000/-	6,00,000/-
18.	Law & Accounts	1	50,000/-	6,00,000/-
19.	FPO Coordinators	7	50,000/-	42,00,000/-
20.	Human Resource	1	50,000/-	6,00,000/-
21.	Programme Support & MIS	1	50,000/-	6,00,000/-
22.	Marketing and Brand promotion	1	50,000/-	6,00,000/-
23.	Team Lead	1	60,000/-	7,20,000/-
24.	Producers' Company and HR expert	1	50,000/-	6,00,000/-
25.	Incubation Expert	1	50,000/-	6,00,000/-
26.	Product Development & Corporate linkage Expert	1	50,000/-	6,00,000/-
	Grand Total Fee for 12 months	19		1,15,20,000/-

NOTE:

• In case the bidders found tie up between the bidders in the combined score, the bidder's having highest numbers of similar assignment in the last 3 years from the proposal due date shall be considered. The contract value of each assignment/project must be greater than 2 Cr. Please refer point 3 of the technical

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- evaluation criteria (Table-2). The bidders are requested to provide the long list of the assignment for evaluation purpose.
- In no case, the successful agency shall disburse their payment to the staff below the remuneration fixed. If found so later on during the contract period, their contract shall be terminated.
- EPF, ESI, Gratuity will be deposited by the agency by deducting from the monthly remuneration.
- No employee will claim any money at any time from ORMAS and the same will be responsibility of the agency.

13. Other Terms & Conditions:

- 1. After selection of the agency, the Contract will be executed between ORMAS and Selected agency. The clauses of the Contract will be binding on the parties.
- Amendment: The Amendment will be effected after the execution of Contract by both the parties. In this case, 30 days written notice will be served by any of the party to the other party.
- 3. Termination Notice: In case of termination of Contract, 30 days written notice will be served by any of the party to the other party.
- 4. Replacement of Staff: The agency may change a maximum of 10% staff with the prior consent of the Client in accordance with the Contract and in such case; a replacement staff shall have equal or better qualifications and experience as those of the originally proposed Expert/Staff. If the agency proposes to change more than 10% staff, a penalty of 10% of the remuneration cost fixed for that particular staff shall be deducted by the Client or as decided by the competent authority.
- 5. Deployment of Staff: The agency shall deploy 100% staff as per the requirement within 30 days on execution of the Contract.
- 6. Disputes: In case any dispute will arise between the parties, the same shall be resolved mutually and in case the disputes further subsides, the same shall be referred to the Chief Executive Officer, ORMAS whose decision shall be treated as final and binding on the parties.

Annexure-A -Staffing Detail Requirements

1. Team Required for the assignment

Brief information on the qualification requirements and the key responsibilities of the team members is provided below. *CVs of Key experts are required during technical evaluation.

SI. No	Name of the position	No. of positi	Qualification	Professional Experience	Key Responsibilities
	_	ons		•	
1.	Crop Husbandry	1	Graduate in agriculture from a recognized university	5+ years of experience in crop production techniques, technology intervention and working with FPOs/Large Farmers' Groups.	 Conducting Training Needs Assessment (TNA) and identifying area for capacity building for agri based, sustainable agri practices Roping resource agencies specified in the scheme guidelines and coordinating training of BODs/farmers of FPOs on Good Agricultural Practices (including post-harvest management practices) and facilitation of farmer workshops Providing on-field guidance to FPO members on Good Agricultural Practices Ensuring farmer diaries and due transaction records are maintained Guiding agri input business of FPOs; promote sale of sustainable inputs and extension services Orienting farmers about low-cost sustainable technology and linking with available subsidy schemes through convergences to avail such technology Documentation and preparation of case studies, best practices/ success stories etc.
2.	Value Addition, Processing, Marketing	1	MBA in Agribusiness Management or equivalent	3+ years of relevant experience in Agribusiness/	Identifying potential markets, customer segments and different sales channels to bulk and retail sale of farm produce

SI. No	Name of the position	No. of positi	Qualification	Professional Experience	Key Responsibilities
			from a recognized University/ Institute	Agri- Marketing/ Value Chain Development including Post Harvest Management and working with FPOs/Large Farmers groups etc.	 Making bulk business tie-ups for agro produce with traders, processors, retail chains, HoReCa and other institutional buyers Coordinating sale of retail/consumer produce distribution in general trade Coordinating planned packaging, positioning and marketing/brand building activities of FPOs for retail/consumer packs Planning, designing and co-ordinating backward and forward market linkages for FPO's Ensuring planned agro produce sales target of FPOs are achieved Coordinating recording of daily business transactions (inventory management, order management, payment follow-up etc.)
3.	Social Mobilization	1	Graduate in Rural Development / Social Work or Graduate with Diploma in Rural Development /Social Work from a recognized University/ Institute	relevant experience in	 Ensuring planned membership target of FPOs are achieved & share fee are collected as per target, with support from FPO Coordinators Conducting Training Needs Assessment (TNA) and identifying area for capacity building around management, operations and skilling of members Roping resource agencies specified in the scheme guidelines and coordinating training of BODs/farmers of FPOs as per the training calendar Ensuring targeted FPO staff are empaneled and trained by resource agencies specified in the scheme guidelines as per the training calendar Ensuring that the FPOs are abiding by defined roles, responsibilities of BODs and members as specified in AOA

SI. No	Name of the position	No. of positi	Qualification	Professional Experience	Key Responsibilities
4.	IT & MIS	1	B. Tech/ BCA in computer Science/ Information Technology or equivalent from a recognized university/ Institute	3+ years of experience of handling IT related assignments, MIS development, software development	 Ensuring Activities of CBBOs and FPOs are diligently verified, recorded and reported in specified formats at concerned levels as per demand Coordinating with IA-FDRVC in desk and field appraisal of the information Guiding FPOs on- documenting name, address, land holding and other basic information of members; recording transaction of members via FPO and benefits obtained by them in assigned tools Monthly/Quarterly reporting dashboards are maintained as per assigned KPI's and performance tracking is complete as per due laid out procedures for FPO's assigned to the clusters
5.	Law & Accounts	1	B. com with 5+ years/ chartered Accountant/C ompany Secretary	5+ years of relevant experience in accounting, auditing, statutory compliance, legal matters, arbitration etc.	 Coordinating application to ROC and follow-up action for registration of FPO to be managed by external expert/ CA firm Coordinating Post Incorporation- Immediate Statutory Compliances of FPO Ensuring statutory compliance of FPOs pertaining to governance; such as- AGM, BOD meetings, BOD elections, engaging expert director etc. as per ROC norms and are diligently followed and maintained Ensuring statutory compliance of FPOs pertaining to business; such as- obtaining and renewing business specific licenses/permissions, finalizing annual accounts and fulfilling audit formalities, filing GST and income tax return with tax authority, filing annual accounts and annual return with ROC etc and due reporting thereof is diligently followed and maintained

SI. No	Name of the position	No. of positi	Qualification	Professional Experience	Key Responsibilities
6.	FPO Coordinators	7	Post- Graduate degree or Diploma (equivalent) or equivalent from a recognized University/ Institute.	3+ years of relevant experience.	 Ensuring recording of day-to-day business transactions of FPOs are done in designed accounting software/tool with support from Accountant-FPO Ensuring co-ordination with auditors for UTC's and other compliances of FPO for project fund management is diligently maintained as per defined SOP's and protocols Mobilizing farmers & forming farmer interest groups Identifying BODs & 1st subscribers & collecting due documents for application to ROC for FPO registration Collecting share fee and issue share certificates Organizing BOD meetings and elections and AGMs Coordinating capacity building training and exposure visit of FPOs Manage recruitment and training of FPO staff Aligning resources for starting FPO business activities Supervising day-to-day business activities of FPO Collecting data on FPO activities Ensuring FPOs are qualified and apply for equity grant, credit guarantee fund and composite loan from formal lending institutions
7.	Human Resource	1	MBA in Human Resource Management from a recognized University/ Institute.	3+ years of relevant experience.	 Implementing performance review procedures. Assess training needs and coordinate learning and development initiatives for staff. Manage grievances regarding fund utilization and scheme implementation.

SI. No	Name of the position	No. of positi	Qualification	Professional Experience	Key Responsibilities
8.	Programme Support & MIS	1	Post- Graduate degree or Diploma equivalent from a recognized University/ Institute.	3+ years of relevant experience.	 Support in implementation of the scheme. Support in development and operationalization of policies, structure's, systems, plans, protocols, modules etc., for development of SFURTI clusters. Support in documentation and reporting.
9.	Marketing and Brand promotion	1	Post- Graduate degree or Diploma in rural Management or equivalent from a recognized University/ Institute.	3+ years of relevant experience.	 Perform market research, analysis, and testing to gain insights and shape marketing strategy. Plan and manage overall sourcing strategy with the Producers. Negotiate and develop pricing and quality control of the products. Develop and implement promotional activities such as exhibitions, online sales. Communicate the vision and value of products to the sales and outreach teams/agencies Making bulk business tie-ups for agro produce with traders, processors, retail chains and institutional buyers.
10.	Team Lead	1	Post- Graduate degree or Diploma in rural Management or equivalent from a	7+ years of relevant experience.	 Develop and mainstream Social Management Framework and operational strategy, policies, protocols, guidelines, AAP and budget etc. Develop pool of resource persons at state, district, block level. Develop an institutional mechanism for implementation, capacity building and monitoring of livelihood activities.

SI. No	Name of the position	No. of positi	Qualification	Professional Experience	Key Responsibilities
			recognized University/ Institute.		 Partnership management related to value addition. Preparation & submission of progress reports, Best Practices, success stories, Case Studies and any other reports required by the management.
11.	Producers' Company and HR expert	1	Post- Graduate degree or Diploma in rural Management or equivalent from a recognized University/ Institute.	5+ years of relevant experience.	 Rolling out business plan, budget and annual Plan of the value chain activities. Monitoring of the business performances against the business plan prepared and approved. To ensure the smooth implementation of the activities planned as per the annual action plan.
12.	Incubation Expert	1	Post- Graduate degree or Diploma in rural Management or equivalent from a recognized University/ Institute.	5+ years of relevant experience.	 Developing and executing capacity building plans for the FPO members Develop the training and capacity building strategy for FPO staff and members. Co-ordinate development of modules / training material (print and video) with the support of NRPs / Expert organizations. Identify best practice sites to be developed as immersion sites/ exposure visits Partnerships with academic institutions, capacity building agencies for providing trainings.
13.	Product Developmen t &	1	Post- Graduate degree or	5+ years of relevant experience.	 Collaborating and strategizing with various institution and training centers to improve the quality and quantity of production.

SI. No	Name of the position	No. of positi	Qualification	Professional Experience	Key Responsibilities
-	Corporate linkage Expert	UIIS	Diploma in rural Management or equivalent from a recognized University/ Institute.		 Assisting with the development of business plans. Identifying new market opportunities and relaying this information to the relevant stakeholders. Making helpful product recommendations and suggestions to increase profit of the producers.

Annexure

FORMAT FOR BANK GUARANTEE

BG should be obtained from Nationalized/ Scheduled Commercial Bank

DATE: BANK GUARANTEE	
Name of Bank:	
To The Odisha Rural Development And Bhubaneswar Dear Sir,	d Marketing Society,
Guarantee No	/- (Rupees) only. to
This Deed of guarantee executed by (Bank constituted under the Banking companies (Acc Having its regist	quisition & Transfer of Undertaking) Act
and amongst other places, a branch at	
This guarantee is issued subject to the co guarantee is limited to maximum of R	ondition that the liability of the bank under this s/- (Rupees) only and the guarantee shall
remain in full force from	of expiry) with further claim period of two written demand or claim under this guarantee
For (Bank) Seal	
Branch Manager SUBJECT TO AS AFORESAID (Main guarantee matter may be typed hereafter) BG No:	Branch
Valid period from to to	

BANK GUARANTEE

The Odisha Rural Development and Marketing Society, BBSR (hereinafter called as the ORMAS has agreed to accept from M/s
PO
District, State
, (hereinafter called as Project Management Unit) a bank guarantee fo
Rs (Rupees) only valid for the period from
to with a further claim period of two months and las
date of lodgment of claim within
We(Bank) Branch
do hereby undertake to indemnify and keep indemnified "ORMAS" to the extent of Rs
(Rupees only) for the period from
to with the last date of lodgment o
claim within
We (Bank) Branch
further agree that if a demand is made by the ORMAS, the bank will have no right to decline to
encash the same for any reason whatsoever. The fact that there is a dispute between the said
Project Management Unit and the ORMAS is no ground for us to decline to honour invocation the
Bank Guarantee and such invocation is a sufficient reason for the ORMAS to enforce the bank
guarantee unconditionally without any reference to the said Project Management Unit, within 48
hours excluding holidays.
We (Name of the Bank & Branch
Branch, further agree that a mere demand by the ORMAS is
sufficient for us (Bank Name), Branch a
Bhubaneswar, to pay the amount covered by the bank guarantee without reference to the said
Project Management Unit and any protest by the said Project Management Unit cannot be valid
ground for us, Branch, to decline payment to the ORMAS.
decline payment to the ORMAS.
Wethe bank, undertake to pay to ORMAS any
money so demanded notwithstanding any dispute or disputes raised by the said Project
Management Unit in any suit or proceedings pending before any court or tribunal relating thereto
as our liability under this present being absolute and unequivocal.
If notice of demand is somed on the Dank and for this numbers it shall be deemed sufficient if and
If notice of demand is served on the Bank and for this purpose it shall be deemed sufficient if such notice is served on our branch at
before the last date of lodgment of claim under this guarantee, then not withstanding anything to
the contrary herein contained, the liability of the Bank under this guarantee shall be enforceable
as due to us.
BG No
Date
Amount
Valid period from to
Claim period upto

S	election of Agency for Project Management Support Unit (PMU) for implementation of Livelihoods Activities under ORMAS
full to ext and Pro ord gra	the bank further agree that the ORMAS shall have lest liberty, without our consent and without affecting in any manner our obligation hereunder vary any of the terms and conditions of the agreement/ work order/ contract/ order etc. or to tend time of performance by the said Project Management Unit from time or to postpone for y time or from time to time any of the powers exercisable by the ORMAS against the said oject Management Unit and to forbear or enforce any of the terms and conditions relating to the der and shall not be relieved from our liability by reason of any such variation or extension being anted to the said Project Management Unit or for any forbearance, act or omission on the part the ORMAS or any indulgence by the ORMAS to the said Project Management Unit.
	e
No	twithstanding anything contained herein above:
1. 2.	, ,
3.	
4.	Project Management Unit. This bank guarantee shall remain valid up to
5.	We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if ORMAS serves a written claim of demand on the bank at our
6.	
Siç	gnature:
Na	ime:
Ad	dress: For & on behalf of
	(Seal)
	Signed and delivered this on

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