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ପଞ୍ଚାୟତିରାଜ ଓ ପାନୀୟ ଜଳ ବିଭାଗ, ଓଡ଼ିଶା ସରକାର
Odisha Rural Development & Marketing Society
creating competence and values in rural Odisha
Panchayati Raj and DW Department, Government of Odisha

ORMAS
BHUBANESWAR

No. 3421

Date:- 04/12/2021

REQUEST FOR PROPOSAL

Selection of Agency for Establishment of Technical Support Agency (TSA) towards marketing & value chain development of Producer's Group and Producer's Companies under ORMAS

Odisha Rural Development & Marketing Society (ORMAS), Panchayati Raj & DW Department, Govt. of Odisha invites sealed proposals from eligible bidders to carry out “**Selection of Agency for Establishment of Technical Support Agency (TSA) towards marketing & value chain development of Producer's Group and Producer's Companies under ORMAS**”. Bidders fulfilling the prescribed eligibility criteria of the RFP can access and download the complete RFP Document and other details from www.ormas.org

The bid calendars under the end to end process are:

Sl. No.	List of Key Events	Critical Dates
1	Date of Issue of RFP	4 th December'2021
2	Last Date for Submission of Bid	24 th December'2021,3PM
3	Date of Opening of Technical Bid	24 th December'2021,4,pm
4	Date of Opening of Financial Bid	31 st December'2021, 3 pm (Tentative)

The proposal complete in all respects must reach the undersigned by **Speed Post/ Registered Post/Drop in the Tender Box** only latest by **24th December 2021 ,3 PM** in a sealed envelope clearly mentioning on the top of it “**REQUEST FOR PROPOSAL – Selection of Agency for Establishment of Technical Support Agency (TSA) towards marketing & value chain development of Producer's Group and Producer's Companies under ORMAS**”. The proposals received beyond the last date and time will be rejected. The authority reserves the right to reject any/ all proposals without assigning any reason thereof.

-sd/-

Chief Executive Officer

CC: To the Notice Board of PR&DW Department ,Government of Odisha/ORMAS/SIRD&PR and webhosting of the same in ORMAS/SIRD &PR website for wide publicity.

REQUEST FOR PROPOSAL

Selection of Agency for Establishment of Technical Support Agency (TSA) towards marketing & value chain development of Producer's Group and Producer's Companies under ORMAS



**Odisha Rural Development and Marketing Society
Panchayati Raj and Drinking Water Department**

creating competence and values in rural Odisha

**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

4th December' 2021

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DISCLAIMER

This Request for Proposal (RFP) is issued by the **Odisha Rural Development & Marketing Society (ORMAS), Panchayati Raj & Drinking Water Department, Govt. of Odisha.**

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

The information contained in this RFP is selective and is subject to updating, expansion, revision and amendment at the sole discretion of the Client. It does not claim to contain all the information that a recipient may require for the purposes for making a decision for participation in this selection process. Each bidder must conduct its own analysis of the information contained in this RFP, to correct any inaccuracies therein and is advised to carry out its own investigation into the proposed assignment, the regulatory regime which applies thereto and by and all matters pertinent to the project and to seek its own professional advice on the legal, financial and regulatory consequences of entering into any agreement or arrangement relating to the project.

This RFP includes certain statements, information, projections and forecasts with respect to the proposed assignment. Such statements, information, projections and forecasts reflect various assumptions made by the management, officers and employees of the Client, which (the assumptions and the base information on which they are made) may or may not prove to be correct. No representation or warranty is given as to the reasonableness of forecasts or the assumptions on which they may be based and nothing in this RFP is, or should be relied on as, a promise, representation or warranty.

The ORMAS under the Panchayati Raj & Drinking Water Department, Government of Odisha shall be the sole and final authority with respect to selection of a Agency for the purpose through this RFP.

BIDDER DATA SHEET

Sl. No.	Particular	Details
1.	Name of the Client	Odisha Rural Development & Marketing Society (ORMAS), Panchayati Raj & DW Department, Govt. of Odisha
2.	Method of Selection	Quality and Cost Based Selection(QCBS) Method
3.	Availability of RFP Document	www.ormas.org
4.	Date of Issue of RFP	4 th December' 2021
5.	Deadline for Submission of Pre-Proposal Query	13 th December' 2021
6.	Pre-Bid Meeting through virtual/offline	14 th December' 2021 @ 04:30 P.M. (The link will be shared in the ORMAS website).
7.	Last Date for submission of Proposal	24 th December' 2021 @ 03:00 P.M.
8.	Date of opening of Technical Proposal	24 th December' 2021 @ 04:00 P.M.
9.	Date of Technical Proposal Presentations	29 th December ' 2021 @ 3 P.M
10.	Date of opening of Financial Proposal	31 st December'2021, 3P.M (Tentative)
11.	Issue of Work Order	Will be intimated later on
12.	Expected Date of Commencement of Assignment	2 nd Week of January' 2022
13.	Bid Processing Fee (Non-Refundable)	INR11,800/- (Rupees Eleven Thousand Eight Hundred only) (including GST) in the form of demand draft drawn in favor of "ORMAS" drawn in any Scheduled Commercial Bank payable at Bhubaneswar. The Bid Processing Fee shall be submitted along with the 1 st Inner Envelope of the Technical Proposal.
14.	Bid Security Declaration	All bidders will be required to submit a bid security declaration as provided in TECH 11 of this document
15.	Contact Person	Shri Keshaw Chandra Jha, Deputy CEO (Livelihoods & Value Chain), ORMAS Mobile No. 8249594867
16.	Address for Submission of Proposal	Chief Executive Officer, Odisha Rural Development & Marketing Society SIRD & PR Campus, Unit-8, Bhubaneswar, Odisha, Pin Code: 751012 E-mail:- ormashq@gmail.com
17.	Place of Opening of Proposal:	Conference Hall of ORMAS, SIRD & PR Campus, Unit-8, Bhubaneswar

For details please visit: www.ormas.org

SECTION: 1

LETTER OF INVITATION

LETTER OF INVITATION

RFP No:-3421

Dated:-04/12/2021

Selection of Agency for Establishment of Technical Support Agency (TSA) towards marketing & value chain development of Producer's Group and Producer's Companies under ORMAS ,Odisha

1. **ORMAS**, Govt. of Odisha (The Client) invites sealed proposal from eligible bidder under the process for **"Selection of Agency for Establishment of Technical Support Agency (TSA) towards marketing & value chain development of Producer's Group and Producer's Companies under ORMAS ,Odisha"**. More details on the proposed study are provided at **Section-3: Terms of Reference (ToR)** of this RFP Document.
2. A bidder will be selected under **QCBS Selection** procedure as prescribed in the RFP Document in accordance with the policies and procedures accompanying the **"Guidelines for Engagement of Consultants and Outsourcing of Services"** circulated vide Office Memorandum No. 37323/F, Dated: 30.11.2018 of Finance Department, Govt. of Odisha.
3. The proposal complete in all respect as specified in the RFP Document must be accompanied with a **Non- refundable** amount of **Rs. 11,800/- (Rupees Eleven Thousand Eight Hundred only)** towards **Bid Processing Fee** in favor of **"ORMAS"**, drawn in any scheduled commercial bank and payable at Bhubaneswar, Odisha failing which the bid will be rejected.
4. The proposal must be delivered at the specified address as per the Bidder Data Sheet by **Speed post/ Registered Post/ Drop in the Tender Box** only. The Client shall not be responsible for postal delay or any consequence. Submission of proposal through any other mode will be rejected.
5. The last date and time for submission of proposal complete in all respects is **Dt. 24.12.2021 up to 3 PM** and the date of opening of the technical proposal is **Dt 24.12.2021 at 4 PM** in the presence of the bidder's representative at the specified address as mentioned in the Bidder Data Sheet (**Sl. no.16**). Representatives of the bidders may attend the meeting with due authorization letter on behalf of the bidder.
6. This RFP includes following sections:
 - a. Letter of Invitation [**Section – 1**]
 - b. Information to the Bidder [**Section – 2**]
 - c. Terms of Reference [**Section – 3**]
 - d. Technical Proposal Submission Forms [**Section – 4**]
 - e. Financial Proposal Submission Form (**Section –5**)
 - f. Annexure (**Section – 6**)
7. While all information/data given in the RFP are accurate within the consideration of scope of the proposed assignment to the best of the Client's knowledge, the Client holds no responsibility for accuracy of information and it is the responsibility of the bidder to check the validity of information/data included in this RFP. The Client reserves the right to accept / reject any / all proposals / cancel the entire selection process at any stage without assigning any reason thereof.

**Chief Executive Officer
ORMAS**

SECTION: 2

INFORMATION TO THE BIDDER

1. Eligibility Criteria:

Before opening and evaluation of the technical proposals, each bidder will be assessed based on the following 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

Sl. No.	Eligibility Criteria	Supporting Documents
1.	The Bidder must be a company incorporated under the Companies Act or a limited liability Partnership Firm registered under Limited Liability Partnership Act 2008/ Partnership / society registration Act registered in India under relevant law with a track record of providing services for at least 10 years as on March 31, 2021.	Registered Certificates
2.	The bidder must be registered with GST, PAN and up-to-date IT return for last three years as on 31.03.2021	<ul style="list-style-type: none"> • GST Registration Certificate • PAN copy • IT Return for last 3 Years as on 31.03.2021
3.	The Bidder should have an average turnover of minimum INR 05 Crore during three financial years (FY 2018-19, FY 2019-20, FY 2020-21).	Copy of the Audited Balance sheet and Profit & Loss Account; Showing the Consulting services for last three FY (FY 2018-19, FY 2019-20, FY 2020-21).
4.	The Bidder must have positive Net worth of Rs. 1 crore as on 31.03.2021.	Net Worth Certificate from a Chartered Accountant in this regard is required.
5.	The Bidder should have experience of successful at least two similar assignments for PMU/ TSA/ PMC/TSU in last five Financial years where the single contract value is not less than INR 1.0 crore of a minimum duration of 1 year with Central/ State Government agencies in. (FY 2016-17, 2017-18, 2018-19, 2019-20, 2020-21) as on due date of RFP.	Copy of Work Oder/MoU/Completion Certificate.
6.	The Bidder should have experience of completing or ongoing consulting assignments of minimum duration of 6 months with at least two nos assignment in	Copy of Work Oder/MoU/Completion Certificate

Sl. No.	Eligibility Criteria	Supporting Documents
	<p>Livelihoods/ marketing Sector where the single contract value is not less than INR 50 lakh in Externally Aided Project/ Government /PSU in five financial years. (2016-17,2017-18,2018-19, 2019-20 & 2020-21) as on due date of RFP. (Agency having experience in External Aided Project shall be given weightage)</p>	
7.	<p>The Bidder must have consulting staff of at least 50 nos. on-roll technically qualified personnel in the area of consulting services for Livelihoods / Value Chain/ IEC/ Content Designer/ Documentation etc in PSU in last five financial years. (FY 2016-17,2017-18, 2018-19, 2019-20, 2020-21) as on due date of RFP.</p>	<p>A self-attested certificate to this effect with list of staff under each category to be furnished. Authorised Signatory (Partner/ Director)</p>
8.	<p>Bidder should not have been blacklisted by any Govt. Organization/ Government Entity / Government Company in the last 5 years.</p>	<p>Self-declaration must be attached.</p>
9.	<p>Bidder shall furnish an affirmative statement as to the existence of any potential conflict of interest on the part of the bidder due to prior, current, or proposed agreements, engagements, or affiliations with the Client.</p>	<p>Self Declaration from the Bidder.</p>
10.	<p>Consortium/ Joint Venture</p>	<p>Not Allowed/ Not Applicable</p>
11.	<p>Bidder must submit the Bid Declaration in lieu of EMD (Bid Security) and Bid Processing Fees of Rs. 11,800/- including GST. Bid Processing fee is non-refundable.</p>	<p>1. Bid Processing fee must be furnished in shape of DD/BC from any scheduled commercial bank in favor of "ORMAS" payable at Bhubaneswar. 2. MD: Bid Declaration must be given in prescribed format as per the notification of Finance Department Notification No. 8943, dtd. 18.03.2021. Exemption rule is not applicable here.</p>

2. Documents / Formats needs to be submitted along with TECHNICAL PROPOSAL :

The bidder has to furnish the following documents duly signed in along with their Technical

- Proposal: Filled in Bid Submission Check List in Original (Annexure-I)
- Covering letter (TECH – 1) on bidder's letterhead requesting to participate in the selection process.
- Bid Processing Fee as applicable.
- Copy of Certificate of Incorporation/ Registration. Copy of PAN.
- Copy of Goods and Services Tax Identification Number (GSTIN).
- Copies of IT Return for the last three years (2018-19 ,2019-20 & 2020-21).
- 1 cr. Net worth Certificate as on 31.03.2021
- General Details of the Bidder (TECH – 2).
- Financial Details of the bidder (TECH – 3) along with all the supportive documents as applicable duly signed as per the instruction. (FY 2016-17,2017-18, 2018-19, 2019-20, 2020-21) as on due date of RFP.
- Power of Attorney (TECH – 4) in favour of the person signing the bid on behalf of t h e bidder or Board of Directors
- List of completed assignments of similar nature (Past Experience Details, TECH – 5) along with copies of contracts / work orders / completion certificate from previous Clients.
- Self-Declaration regarding Conflict of Interest and Bidder should not have been blacklisted by any Govt. Organization/ Government Entity / Government Company in the last 5 years. (TECH - 6)

Bidders should submit the required supporting documents as mentioned above. Bids not conforming to the eligibility criteria and non-submission of required documents as listed above will lead to rejection of the bid. Submission of forged documents will also result in rejection of the bid. Bidders are advised to study all instructions, forms, terms & conditions and other important information as mentioned in the RFP Document. The proposal must be completed in all respect, indexed, paged and spiral bound. Each page should be numbered and signed by the authorized representative.

3. Bid Processing Fee :

The bidder must furnish as part of technical proposal, the required bid processing fee amounting to **Rs. 11,800/- (Eleven Thousand Eight Hundred Only)** in shape of DD/BC from any scheduled commercial bank in favour of “ORMAS” payable at Bhubaneswar. Proposals received without bid processing fee will be out rightly rejected.

4. Bid Security Declaration:

All bidders will be required to submit a bid security declaration as provided in TECH 11 of this document. Any Bidder violating the stipulated conditions in the Bid Security Declaration will be suspended for a period of one year.

5. Validity of the Proposal:

Proposals shall remain valid for a period of **180 (One Hundred Eighty Days)** from the date of opening of the technical proposal. The Client reserves the rights to reject a proposal valid for a shorter period as non-responsive and will make the best efforts to finalize the selection process and award of the contract within the bid validity period. The bid validity period may be extended on mutual consent.

6. Pre -Proposal Queries:

Bidders are allowed to submit their queries in respect of the RFP and other details if any, to ORMAS through e-mail at ormashq@gmail.com till **13.12.2021**. Clarifications to the above will be uploaded in the ORMAS website / clarified through email to the respective bidders for the purpose of preparation of the proposal. Request for alternation / change in existing terms and conditions of the RFP will not be considered / entertained.

The Pre-proposal meeting shall be held on 14th December 2021 @ 4.30 P.M. (The link will be shared in the ORMAS website in case of virtual meeting)

7. Submission of Proposal:

Bidder must submit their proposals by **Registered Post / Speed Post/Drop in the Tender Box** only to the specified address on or before the last date and time for submission of proposals as mentioned in Bidder Data Sheet. The Client will not be responsible for postal delay / any consequence in receiving of the proposal. The proposal must have to be submitted in two parts. Each part should be separately bound with no loose sheets. Each page of the two parts should be page numbered and in conformation to the eligibility qualifications and clearly indicated using an index page. The Client will not consider any proposal that arrives after the deadline as prescribed in the Bidder Data Sheet. Any Proposal received after the deadline will be out rightly rejected by the Client.

The procedure for submission of the proposal is described below:

i) Technical Proposal (Original 1 Copy):

The envelope containing technical proposal shall be sealed and superscripted as "Technical Proposal – Selection of Agency for Establishment of Technical Support Agency (TSA) towards marketing & value chain development of Producer's Group and Producer's Companies under ORMAS ,Odisha" and to be furnished inside one envelope. The duly filled-in technical proposal submission forms, with all the supportive documents and information have to be furnished as part of technical proposal.

ii) Financial Proposal (Original):

The envelope containing financial proposal shall be sealed and superscripted as "Financial Proposal – Selection of Agency for Establishment of Technical Support Agency (TSA) towards marketing & value chain development of Producer's Group and Producer's Companies under ORMAS ,Odisha". The duly filled-in financial proposal submission forms should contain the detail price offer for the proposed assignment and to be furnished as per the prescribed format only.

The "Technical Proposal" and "Financial Proposal" must have to be submitted in two separate sealed envelopes (with respective marking in bold letters) along with the prescribed formats/information mentioned in the RFP Document. The first envelope must be marked as "**TECHNICAL PROPOSAL (Selection of Agency for Establishment of Technical Support Agency (TSA) towards marketing & value chain development of Producer's Group and Producer's Companies under ORMAS ,Odisha)**".

The second envelope must be marked as "**FINANCIAL PROPOSAL (Selection of Agency for Establishment of Technical Support Agency (TSA) towards marketing & value chain development of Producer's Group and Producer's Companies under ORMAS ,Odisha)**" and it should contain Financial Proposal only. Both the above envelopes have to be sealed and placed inside a third main envelope with proper labeling of following information in bold:

NAME OF THE ASSIGNMENT:
RFP NUMBER AND DATE:
NAME OF THE BIDDER:
DEADLINE FOR SUBMISSION OF BID:
NAME AND ADDRESS OF THE BIDDER:

Any deviation from the prescribed procedures / information / formats / conditions shall result in out-right rejection of the proposal. All the pages of the proposal have to be sealed and signed by the authorized representative of the bidder. Bids with any conditional offer shall be out rightly rejected. All pages of the proposal must have to be sealed and signed by the authorized representative of the bidder. Any conditional bids will be rejected.

8. Opening of the proposal:

The FIRST ENVELOPE containing **TECHNICAL PROPOSAL** will be opened in the initial stage by the Client in presence of the bidder's representatives at the location, date specified in the Bidder Data Sheet. The Client will constitute a Consultant Evaluation Committee (CEC) to evaluate the proposals submitted by bidders. Only one representative with proper authorization letter from the participating bidder will be allowed to attend the bid opening meeting.

The SECOND ENVELOPE containing **FINANCIAL PROPOSAL** only of the **technically qualified bidders** will be opened after completion of technical evaluation stage. The date for opening of the financial proposal will be intimated accordingly to the technically qualified bidders well in advance.

9. Evaluation of Proposal:

A Three stage evaluation process will be conducted as explained below for evaluation of the proposals:

- **Eligibility Evaluation (1st Stage):** Preliminary evaluation of the proposals will be done to determine whether the proposal comply to the prescribed eligibility condition and the requisite documents / information have been properly furnished by the bidder or not. Submission of following documents / information will be verified:
 - ✓ Filled in Bid Submission Check List in Original (**Annexure-I**)
 - ✓ Covering letter (**TECH A – 1**) on bidder's letterhead requesting to participate in the selection process.
 - ✓ Bid Processing Fee as applicable.
 - ✓ Copy of Certificate of Incorporation/ Registration.
 - ✓ Copy of PAN
 - ✓ Copy of Goods and Services Tax Identification Number (GSTIN)
 - ✓ Copies of IT Return for the last three years (**2017-18 ,2018-19 & 2019-20**).
 - ✓ 1 Cr net worth Certificate as on 31.03.2021
 - ✓ General Details of the Bidder (**TECH – 2**).
 - ✓ Turn over for the three years (**2018-19, 2019-20 & 2020-21**). Financial Details of the bidder (**TECH – 3**) along with all the supportive documents as applicable duly signed and certified as per the instruction.
 - ✓ Power of Attorney (**TECH – 4**) in favor of the person signing the bid on behalf of the bidder.

Selection of Agency for Establishment of Technical Support Agency (TSA) towards marketing & value chain development of Producer's Group and Producer's Companies under ORMAS

- ✓ List of completed assignments of similar nature (Past Experience Details, **TECH – 5**) along with copies of contracts / work orders / completion certificate from previous Clients.
- ✓ Self-Declaration regarding Conflict of Interest and Bidder should not have been blacklisted by any Govt. Organization/ Government Entity / Government Company in the last 5 years. **(TECH - 6)**
- ✓ Duly filled in Technical Proposal Forms **(TECH - 7 to 11)**
- ✓ All the pages of the proposal and enclosures/attachments are signed by the authorized representative of the bidder.

*** Bids not complying to any of the above requirement, will be out rightly rejected at the discretion of the Client's authority.**

- **TECHNICAL EVALUATION (2nd Stage):** Technical proposal will be opened and evaluated for those bidders who qualify the Eligibility evaluation stage.

Detailed evaluation process as per the following parameters will be adopted for evaluation of the proposals.

Table-2

Sl. No.	Parameters	Total/ Maximum Marks
1	Bidder's annual average turnover in India in this three financial years ending 31 st March 2021 shall be minimum 05 Crores or above- INR>05 Cr-INR 10 Cr = 5 Marks INR>10 Cr – INR 50 Cr = 7 marks More than INR 50 Cr.= 10 Marks	10
2	The Bidder should have experience of successful completion of at least two similar assignments for PMU/ TSA/ PMC/TSU in five Financial years where the single contract value is not less than INR 1.0 crore of a minimum duration of 1 year with Central/ State Government agencies in India. (2016-17,2017-18,2018-19, 2019-20 & 2020-21) as on due date of RFP. Each relevant assignment will carry 3 marks	15
3	The Bidder should have experience of completing or ongoing consulting assignments of minimum duration of 6 months with at least two nos assignment in Livelihoods/ marketing Sector where the single contract value is not less than INR 50 lakh in India in five financial years. (2016-17,2017-18,2018-19, 2019-20 & 2020-21) as on due date of RFP. Each relevant assignment will carry 3 marks	15
4	The Bidder should have experience of in marketing & value chain development of Producer's Group and Producer's Companies . Each relevant assignment will carry 5 marks	10
5	The Bidder must have consulting staff of at least 50 nos. on-roll technically qualified personnel in the area of consulting services for	05

	Livelihoods / Value Chain/ IEC/ Content Designer/ Documentation etc in PSU in last five financial years. (FY 2016-17,2017-18, 2018-19, 2019-20, 2020-21) as on due date of RFP. If yes = 5 Marks,If No= 0 Mark	
6	(Agency having experience in External Aided Project shall be given weightage If yes = 5 Marks,If No= 0 Mark	05
7	Presentation	40
	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 ; <ol style="list-style-type: none"> 1. One Best practice in past for Value Chain Development 2. Review mechanism for completion of key deliverables as per the time line fixed. 3. Models to secure and retain professionals 4. One model (methodology) to be adopted in this project for marketing & value chain development of Producer's Group and Producer's Companies. 	
	Total	100

*** Bidders who secure minimum 70 marks from the total (100 marks) in the technical proposal will be considered for financial evaluation.**

- a. Similar assignment: The Technical Support experiences shall be considered for this model of assignment. Supply of Manpower/ recruiting/ outsourcing/ staffing shall not be considered.
- b. Extension/ renewal of existing Contract shall not be treated as multiple assignment and multiple years of experience.
- c. The bids found insufficient/ unsatisfactory/ indicative proof of documents during scrutiny shall be rejected. No clarification shall be sought from the Client in this regard for any addition or deletion.
- d. The work Order/ Agreement/ Contract in form of LoA/ LOI/ Consent Letter/ Offer letter without value and time period shall not be considered for evaluation.
- e. Projects/ assignments repeating in multiple section shall be considered once in their respective section/ criteria
- f. Copies of work orders/agreement/ completion certificates must be submitted as a proof for each assignment. No assignment should be repeated across various categories of evaluation parameters. Ongoing assignments will be considered for evaluation only if 6 months of the project period have elapsed.

- g. All the staff of the TSA are expected to be deployed full-time for a period of 2 years at ORMAS. Office space with necessary facilities shall be provided by the ORMAS. None of the team members should engage in any other engagement while being deployed at the TSA.
- h. In case the ORMAS needs any additional resources with specific expertise for a certain duration of the assignment towards successful achievement of the desired outcomes, the same shall be deployed by the selected bidder as per mutually agreed terms and conditions.
 - **FINANCIAL EVALUATION (3rd Stage):** The financial proposals of only those bidders qualifying the technical evaluation (2nd Stage) shall be opened at this stage in the presence of the bidder's representative who wishes to attend the meeting with proper authorization letter. The name of the bidder along with the quoted financial price will be announced during the meeting.

10. Evaluation Process:

QCBS method will be followed during the overall selection process. The financial bids of technically qualified bidders will be opened on the prescribed date in the presence of bidder's representatives.

The lowest evaluated Financial Bid (Fm) shall be given the maximum financial score (Sf) of 100. The formula for determining the financial scores of all other bids shall be calculated as follows: $Sf = 100 \times Fm/F$, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the bid under consideration. The weights given to the Technical (T) and Financial (P) Bids shall be:

$$T = 80, \\ \text{and } P = 20$$

Bids shall be ranked according to their combined scores, calculated using the technical score (St) and financial score (Sf) and the weights as follows:

$$S = St \times T\% + Sf \times P\%$$

The bidder, who has the highest score in the QCBS and shall be called for further process leading to the award of the contract. The bid price will include all taxes as applicable and shall be in Indian Rupees. Prices quoted in the bid must be firm and final, and shall not be subject to any modifications on any account whatsoever.

For the purpose of evaluation, the total evaluated cost shall be inclusive of Remuneration cost and overhead expenses for which the Client will make payment to the Agency.

11. Performance Bank Guarantee: (PBG)

Within 7 days of notifying the acceptance of a proposal for award of contract, each qualified bidder shall have to furnish a Performance Bank Guarantee amounting to **3% of the contract value** from a scheduled commercial bank situated in Bhubaneswar in favor of "ORMAS", as per the format at **Annexure- II**, for a period of three months beyond the entire contract period (i.e. PBG must be valid for 24 months from the date of effectiveness of the contract and a claim period of 12 months over and above the BG expiry date as its commitment to perform services under the contract. Failure to comply with the requirements shall constitute sufficient grounds for the forfeiture of the PBG. The PBG shall be released immediately after three months of expiry of contract provided there is no breach of contract on the part of the qualified bidder. No interest shall be paid on the PBG.

12. Contract Negotiation:

Contract negotiation, if required will be held at a date, time and address as intimated to the selected bidder/s. The bidder will, as a pre-requisite for attendance at the negotiations, confirm availability of all the proposed staff for the assignment. Representative conducting negotiations on behalf of the bidder must have written authority to negotiate and conclude a contract. Negotiation will be performed covering technical and financial aspects, if any and availability of proposed professionals etc.

13. Award of Contract:

After completion of the contract negotiation stage, the Client will notify the successful bidder in writing by issuing an offer letter for signing the contract and promptly notifying all other bidders about the result of the selection process. The successful bidders will be asked to sign the contract after fulfilling all formalities within 15 days of issuance of the offer letter. After signing of the contract, no variation or modification of the terms of the contract shall be made except by written amendment signed by both the parties. The contract will be valid for **2 years** from the date of effectiveness of the contract. ***Sub-contracting / outsourcing of any form shall not be allowed for any activities under this RFP.***

14. Conflict of Interest:

Conflict of interest exists in the event of:

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

15. Disclosure:

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

16. Anti-corruption Measure:

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

17. Language of Proposals:

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

18. Cost of bidding:

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

19. Legal Jurisdiction:

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

20. Governing Law and Penalty Clause:

The schedule given for delivery is to be strictly adhered to in view of the strict time schedule. Any unjustified and unacceptable delay in delivery shall render the bidder liable for liquidated damages and thereafter the Client holds the option for cancellation of the contract for pending activities and complete the same from any other agency. The Client may deduct such sum from any money from their hands due or become due to bidder. The payment or deduction of such sums shall not relieve the bidder from his obligations and liabilities under the contract. The rights and obligations of the Client and the bidder under this contract will be governed by the prevailing laws of Government of India / Government of Odisha. Failure on bidder's part to furnish the deliverables as per the agreed timeline will enforce a penalty **@ 0.5% per week subject to maximum of 10% of the total contract value**. The amount will be deducted from the subsequent payment. In addition, the PBG amount shall also be forfeited. The decision of the authority placing the contract, whether the delay in development has taken place on account of reasons attributed to the bidder shall be final.

21. Confidentiality:

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

22. Amendment of the RFP Document:

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

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

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

24. Copyright, Patents and Other Proprietary Rights:

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

25. Replacement of Key Personnel:

The key professionals to be deployed under this contract must be dedicated for the contract period. However, the Client reserves the right to request the Agency to replace the assigned personnel if they are not performing to a level of satisfaction. After written notification, the Agency will provide CV of appropriate candidates within Seven **(7) days** for review and approval. The Agency must replace the personnel within seven (7) working days from the date of approval of replacement. If one or more key personnel become unavailable / leave the project for any reason midway under the contract, the Agency must notify the Client at least fourteen **(14) days** in advance, and obtain the approval prior to making any substitution. In notifying the Client, the Agency shall provide an explanation of circumstances necessitating the proposed replacement and submit justification and qualification of replacement personnel in sufficient detail to permit evaluation of the impact on the engagement. Acceptance of a replacement person by the Client shall not relieve the Agency from responsibility for failure to meet the requirements of the contract. Change in key professionals without due approval by the Authority will lead to implication as below;

- a. 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 Key Expert. If the agency proposes to change more than 10% staff in a year, a penalty of 10% of the remuneration cost fixed for that particular staff shall be deducted by the Client.
- b. In case, agency proposes the replacement of the staff in 3rd year, If so extended , the 20% of remuneration cost for that particular staff shall be deducted by the Client.

26. Force Majeure:

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

27. Settlement of Disputes:

The Client and the agency shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or arising from or in connection with the Contract within thirty (30) days from the commencement of such informal negotiation. In case any dispute will arise between the parties, the same shall be resolved mutually and in case the disputes further subsides, the same shall be referred to the CEO, ORMAS whose decision shall be treated as final and binding on the parties.

28. 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.

29. 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.

30. Disqualification of Proposal:

The proposal is liable to be disqualified in the following cases as listed below: Proposal submitted without Bid Processing Fee as applicable;

- Proposal not submitted in accordance with the procedure and formats as prescribed in the RFP during validity of the proposal, or its extended period, if any, the bidder increases the quoted prices.
- Proposal is received in incomplete form.
- Proposal is received after due date and time for submission of bid Proposal is not accompanied by all the requisite documents / information and commercial bid submitted with assumptions or conditions Bids with any conditional technical and financial offer.
- If the bidder provides any assumptions in the financial proposal or qualifies the commercial proposal with its own conditions, such proposals will be rejected even if the commercial value of such proposals is the lowest / best value Proposal is not properly sealed or signed.
- Proposal is not conforming to the requirement of the scope of the work of the assignment. Bidder tries to influence the proposal evaluation process by unlawful/corrupt/fraudulent means at any point of time during the bid process.
- If, any of the bid documents (including but not limited to the hard and soft/electronic copies of the same, presentations during evaluation, clarifications provided by the bidder), excluding the commercial bid, submitted by the bidder is found to contain any information on price, pricing policy, pricing mechanism or any information indicative of the commercial aspects of the bid; Bidders or any person acting on its behalf indulges in corrupt and fraudulent practices
- Any other condition / situation which holds the paramount interest of the Client during the overall *section process*.

SECTION: 3

TERMS OF REFERENCE (ToR)

Terms of Reference

Selection of Agency for Establishment of Technical Support Agency (TSA) towards marketing & value chain development of Producer's Group and Producer's Companies under ORMAS

1. Background

Odisha Rural Development and Marketing Society' (ORMAS) is a society 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 and Producers' Companies in the districts for sustainable development in the field of Livelihoods. ORMAS had been supporting the Producers' Groups with institution building, capacity building, value chain and marketing support.

2. Scope of Work

The activity under the AAP 2020-21 will be implemented in 30 districts covering around 2974 PGs, 21 PCs having a total of 1.59 lakhs households. The objective is to establish a sustainable marketing and development of value chain for the PGs & PCs. The detailed scope of work is as below.

- a) Strengthening of Producers' Group and Producer Company activities in the district.
- b) Institutional building of Producers Groups and Producer Company.
- c) Capacity building of Udyog Mitras, LSP on different practices on the ongoing activities to be carried out during the pre-harvest and post-harvesting operations.
- d) Documentation and Preparation of the Detailed Project Report, Business Plan, Case Studies, Best Practices, Success Stories etc.
- e) Providing on-field guidance to the PG, PC members on the farm, non-farm and NTFP practices to be carried out.
- f) Advance level design development on non-farm products on handloom and handicraft activities such as ikkat handloom, sabai, golden grass, coir, paper machie, Dhokra casting, bamboo craft etc.
- g) Planning, designing and coordinating the backward and forward market linkages for PGs and PCs.
- h) Identifying the potential market, customer segments and different sales channel for selling of the produce developed by the PG/PC members and development of e-marketing module for the same.
- i) Development of e learning module platform for the farmers/ artisans in the form of videos, documents of the activities which would help to gasp the knowledge in short span of time.
- j) To coordinate with the PG/PC in getting the certification for the thematic modules.

I. Submission of Action Plan

The Plan of Action will include the proposed approach of development of protocols, commodity Value Chain during pre-harvest and post-harvest operation, methodology, time line and budget.

II. Plan and conduct Market Assessment and Value Chain Analysis

The TSA is required to undertake market assessment for the identified products, sectors. The TSA will also be responsible to identify the gaps in the value chain and market linkage, required to come up with suitable recommendations to address the gaps in the value chain/ market linkages.

III. Promotion and handholding of Producers Groups (PGs) and Producers Companies (PCs) and Udyog Mitras

While promoting Producer Groups, the TSA is required to work closely with the District and block team. The TSA is expected to come up with a detailed strategy and work plan for overall development of the PGs & PCs. Following the PG formation, the TSA need to conduct diagnostic study, thematic analysis and gather financial and non-financial data on PGs and understand key challenges.

IV. Developing viable Business Plans, Detailed Project Report

The agency will monitor PG wise business plan based on diagnostic and feasibility study conducted earlier. While formulating business plan following aspects needs to be considered: Savings in production costs, Promotion of quality standards, Savings in marketing costs, Enhancing price realization and Minimization of cost of cultivation.

V. Documentation & Dissemination

The TSA will compile data from the diagnostic and thematic analysis and performance of the PGs and regularly report to ORMAS.

VI. Finance and Institutional Management Systems

The TSA will develop customized training for the Management of the PGs as well as the Board of Directors of the Producers Company. The topics should include Operations Management, Sales and Marketing Management, Financial Management, Institutional Structure, Book keeping, Governance, HR Management etc.

VII. Advisory and Deep Engagement

The TSA will design a comprehensive and customized work plan to deeply engage with the PGs and the PC, helping them implement sustainable processes and learning systems.

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. This dedicated team of experts / professionals would be appointed by the Agency for carrying out the assignment.

4. Roles of ORMAS and TSA

Roles of ORMAS

- Formation of Producers' Group in the districts.
- Release of IB/CB Equipment Cost and Working Capital funds to the PGs for promotion of livelihood activities.
- Identification of major activities and potential clusters for formation of PC.
- Registration and formation of PC.
- Release of operational cost to the district for PC management.
- Development of web portal for maintaining data related to PG/PC activities.
- Development of audio-visual success stories and end to end practices on major activities to be developed by ORMAS.

Roles of TSA

- Thematic training and capacity building of different cadres such as Udyog Mitra, LSP etc. through imparting on-field and off-field training.
- Extending technical support on pre-harvesting, post-harvesting, design development and marketing of the rural farm and non-farm products.
- Advance level design development on handloom and handicraft products and establishment of marketing linkage.

5. Monitoring and Evaluation

Periodic monitoring and evaluation exercises will be conducted to assess the progress of the PGs. The TSA will develop comprehensive systems to assess the maturity of the PGs and PC throughout the project duration on various parameters such as institutional strength, business strength, financial strength, and governance.

State	<ul style="list-style-type: none">• The ORMAS shall responsible to design monitoring team and period of monitoring observing all formalities of NRLM.• ORMAS State Team shall monitor the convergence plan at state level.• ORMAS State Team shall design exposure visit if any required for capacity building of PG members.• ORMAS State Team shall coordinate with NMMU for necessary guidance if required at any point of time.
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6. Contract Period: The project cycle is maximum for 2 years. The Contract shall be executed initially for two 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.

7. Type of Contract/ Service: This is a Time based Contract. The staff shall be deployed by the agency on full time basis at Client's location. The mode of the assignment is only setting up PMU/ TSU/TSA/PMC and technical support type of assignment.

8. Payment Modalities

Payment will be released to agency, based on periodic submission of documents as stated below:

Milestone & Time Line	Timeline (where 'T' is the date of signing of agreement)	Payment
Signing of the contract & on submission of the equal value of Bank Guarantee & draft Annual Action Plan .	T+ 30 days	10% of the Contract Value
On placement of 100% staff in 1 st Quarter and on production of timesheets & successful submission of performance reports in each Quarter.	Quarterly	90% (equally divided across 1 st Quarter to 8 th Quarter on Quarterly basis.) over the period of 24 months.

Note:

- Contract Value includes Staff remuneration cost and Management Cost.
- The Contract period for 3rd year if so extended, 100% amount will be equally divided across 1Qtr to 4th Qtr on quarterly basis over the period of 12 months.

9. Performance Security: Within seven days of notifying Letter of Acceptance for award of the Contract, selected Bidder shall have to submit Performance Security in shape of Bank Guarantee amounting to 3 % of the Contract Value from a Scheduled Commercial Bank in Bhubaneswar in favour of "ORMAS", as per the format at Annexure-II, for a period of three months beyond the entire contract period as its commitment to perform services under the contract. Failure to comply with the requirements shall constitute sufficient grounds for the forfeiture of the PBG. The PBG shall be released immediately after three months of expiry of Contract provided there is no breach of Contract on the part of the qualified bidder. No interest shall be paid on the PBG. Exemption of PBG is not applicable for this assignment.

10. Governing Law and Penalty Clause:

The schedule given for delivery is to be strictly adhered to in view of the strict time schedule. Any unjustified and unacceptable delay in delivery shall render the bidder liable for liquidated damages and thereafter the Client holds the option for cancellation of the contract for pending activities and complete the same from any other agency. The Client may deduct such sum from any money from their hands due or become due to bidder. The payment or deduction of such sums shall not relieve the bidder from his obligations and liabilities under the contract. The rights and obligations of the Client and the bidder under this contract will be governed by the prevailing laws of Government of India / Government of Odisha. Failure on bidder's part to furnish the deliverables as per the agreed timeline will enforce a penalty @ **0.5% per week subject to maximum of 10% of the total contract value**. The amount will be deducted from the subsequent payment. In addition, the PBG amount shall also be forfeited. The decision of the authority placing the contract, whether the delay in development has taken place on account of reasons attributed to the bidder shall be final.

11. 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.

12. Services and Facilities to be Provided by the Client

ORMAS will provide the following:

- Provision of work station for the TSAs at ORMAS STATE TEAM will be provided.
- Office communication materials for all the TSA will be provided.
- ORMAS will not provide IT equipments to the TSA.

13. Review and Reporting Requirements

A Consultant Evaluation Committee (CEC) consisting of Joint CEO, ORMAS, Deputy CEO (Livelihoods), Project Executive (Livelihoods) will appraise the progress on a quarterly basis. Also, in each review, the TSA will submit both physical and financial progress report.

- Monthly / Quarterly review at state level, where the TSA will submit the progress report (Physical and Financial report).
- Quarterly planning sheet developed by the TSA need to be submitted to ORMAS STATE TEAM.
- The TSA will report to the CEO, ORMAS or CEO may designate any officer for the same. All the reports and documents developed by the TSA will be submitted to ORMAS which will include the deliverables like monthly progress report, quarterly progress report, annual report and final report.

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

Total 07 nos of staff initially to be deployed or positioned by the agency. The number of staff may increase or decrease at any point of time. The qualification, Experience and Job Responsibilities are fixed which is detailed at **Annexure-A** .

The TSA is required to deploy following key professionals for undertaking the assignment. The team should have following key skills and competencies.

Non-fulfilling of the required experts in the proposal shall be treated as nonresponsive and will be rejected.

- Good Communication (written & spoken) in English and Odia, Problem solver, Analytical skills
- Result Orientation, Task Orientation, self-starter, thought clarity
- Experience with participatory extension approaches, knowledge on forest ecosystem and exposure to medicinal plant sector.
- Thorough understanding of value chain of production, processing, storage and distribution with emphasis on market-oriented production systems.
- Should be able to travel extensively within the project districts.

15. Remuneration Structure of the staff to be provided by the agency.

SN	Professionals	Number of Resources	Contract period	Range of Monthly fee in INR	Maximum fee for 24 month in INR
1.	Value Chain Development Expert	1	2 Years	50,000-60,000	14,40,000
2.	MIS & Documentation Expert	1	2 Years	45,000-50,000	12,00,000
3.	E-marketing/ E Learning & Certification Expert	1	2 Years	35,000-40,000	9,60,000
4.	Trainers (Livelihoods)	2	2 Years	35,000-40,000	19,20,000
5.	Design Development Expert(Handloom, Handicraft etc.)	2	1 Year (over the period of 24 months)	35,000-40,000	9,60,000
	Total	7 Nos			64,80,000

Notes:

- **The bidder shall quote their remuneration cost within the range of remuneration fixed against each expert. The bidder shall also quote their Overhead Cost separately in the financial bid as per the prescribed format in the RFP. For the purpose of evaluation, the total evaluated cost shall be inclusive of Remuneration cost and Overhead expenses.**
- *In case, the price bid of a successful bidder (H1) exceeds 15 % of the total estimated cost will be called for a negotiation. If any of the circumstances, the negotiation is failed with the successful bidder; the Client shall invite the H2 bidder for negotiation and so on.*
- **Contract negotiation:** Representative conducting negotiations on behalf of the bidder must have written authority to negotiate and conclude a contract. Negotiation will be performed covering technical and financial aspects, if any and availability of proposed professionals etc.
- *In no case, the successful agency shall disburse their payment to the staff below the range of remuneration fixed. If found so later on during the contract period, their contract shall be terminated.*
- 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. Please refer point 2, 3 , 4,5 &6 of the technical evaluation criteria (Table-2). The bidders are requested to provide the long list of the previous assignment for evaluation purpose.
- No incremental cost shall be provided by the Client on the Contract Value for each successful year.
- No employee will claim any money at any time from ORMAS and the same will be responsibility of the agency.

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.
2. 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, 60 days written notice will be served by any of the party to the other party. The ORMAS has sole discretion to terminate with immediate effect without giving notice depending upon the gravity of the lapses of the organisation.
4. Replacement of Staff:
 - c. 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 Key Expert. If the agency proposes to change more than 10% staff in a year, a penalty of 10% of the remuneration cost fixed for that particular staff shall be deducted by the Client.
 - d. In case, agency proposes the replacement of the staff in 3rd year, If so extended , the 20% of remuneration cost for that particular staff shall be deducted by the Client .
5. Deployment of Staff: The agency shall deploy 100 % staff as per the requirement within 30 days on execution of the Contract.
6. Disputes: The Client and the Agency shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or arising from or in connection with the Contract within thirty (30) days from the commencement of such informal negotiation. In case any dispute will arise between the parties, the same shall be resolved mutually and in case the disputes further subsides , the same shall be referred to the Chief Executive Officer, ORMAS whose decision shall be treated as final and binding on the parties.
7. Additional Scope: As per the need, The Client may assign additional scope at any point of time during the period of Contract or after closure of the Contract as the case may be. The staff remuneration fee may increase in future as per the need and gravity of the project without affecting the overhead cost proposed by the bidder. The cost of the additional scope shall be determined separately by the approval of the competent Authority.

KEY PROFESSIONALS TO BE DEPLOYED BY THE TSA

Education qualification and experience required for each position is outlined below

Sl. No.	Name of Position	No. of Positions	Qualification	Professional Experience	Key Responsibilities
1	Value Chain Development Expert	1	Master's degree in Agriculture / Horticulture / MBA in Agribusiness / Natural Resources Management, PGDM Forestry from recognized university/ Institute	6+ years of experience in the field of livelihoods, value chain, agriculture, forestry, enterprise development.	Creation of value chain for farm and non-farm products. Analysis of products value chain and to find out the gaps. Convergence plan, etc
2	MIS & Documentation Expert	1	MBA- Rural development or Management / Marketing / BCA or B-tech in computer Science/ Information Technology or equivalent from a recognized university/ Institute	3+ years of experience in preparation of projects and in handling IT related assignments, MIS development, software development	Preparation of activity report. Data Analysis and reporting. Preparation of Detail Project Report and convergence plan. Analysis and preparation of Business Plan
3	E marketing/ E Learning & Certification Expert	1	Master's degree/ MBA/ M-tech in Marketing / Finance / Computer Science or equivalent	1+ years of Experience in handling e-platform, management of modules, e-marketing, website development etc.	Supply chain management of products to sale through e-business and digital Marketing. Market linkages
4	Trainers (Livelihoods)	2	Master's degree/ MBA in Rural Development / Social Work or Graduate with Diploma in Rural Development	3+ years relevant experience in mobilization of farmers, field demonstrations, organizing village level workshop, training, meetings etc	Designing of training module (Odia and English). Motivational training to community and

			/Social Work from a recognized University/ Institute		their cadre
5	Design Development Expert (Handloom, Handicraft etc.)	2	Master's degree in Design Development from a recognized university/Institute. Preference will be given to the candidates from NID, NIFT etc.	1+ years of relevant Experience in the design development of handloom and handicraft products.	Development of new 1000 products and link up with market

SECTION: 4

TECHNICAL PROPOSAL SUBMISSION FORMS

TECH - 1

COVERING LETTER

(ON BIDDER'S LETTER HEAD)

[Location, Date]

To

The Chief Executive Officer,
Odisha Rural Development & Marketing Society
SIRD & PR Campus, Unit-8, Bhubaneswar
Odisha, Pin Code: 751012
E-mail: ormashq@gmail.com

Subject: Selection of Agency for Establishment of Technical Support Agency (TSA) towards marketing & value chain development of Producer's Group and Producer's Companies under ORMAS ,Odisha [TECHNICAL PROPOSAL]

Dear Sir,

I, the undersigned, offer to provide the services for the proposed assignment in respect to your Request for Proposal No. _____, Dated: _____. I hereby submitting the proposal which includes this technical proposal sealed under a separate envelope. Our proposal will be valid for acceptance up to **180 Days** and I confirm that this proposal will remain binding upon us and may be accepted by you at any time before this expiry date.

All the information and statements made in this technical proposal are true and correct and I accept that any misinterpretation contained in it may lead to disqualification of our proposal. If negotiations are held during the period of validity of the proposal, I undertake to negotiate on the basis of the proposal submitted by us. Our proposal is binding upon us and subject to the modifications resulting from contract negotiations.

I have examined all the information as provided in your Request for Proposal (RFP) and offer to undertake the service described in accordance with the conditions and requirements of the selection process. I agree to bear all costs incurred by us in connection with the preparation and submission of this proposal and to bear any further pre-contract costs. In case, any provisions of this RFP/ ToR including of our technical & financial proposal is found to be deviated, then your authority shall have rights to reject our proposal. I confirm that, I have the authority to submit the proposal and to clarify any details on its behalf.

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

Yours faithfully,

Authorized Signatory with Date and Seal:

Name and Designation: _____

Address of Bidder: _____

TECH - 2

Bidder's Organization (General Details)

Sl. No.	Description	Full Details
1	Name of the Bidder	
2	Address for communication: Tel : Email id:	
3	Name of the authorized person signing & submitting the bid on behalf of the Bidder: Mobile No.:Email id:	
4	Registration / Incorporation Details Registration No:Date & Year. :	
5	Local office in Odisha If Yes, Please furnish contact details	Yes / No
6	Bid Processing Fee Details Amount: BC/DD No. : Date: Name of the Bank:	
7	PAN Number	
8	Goods and Services Tax Identification Number (GSTIN)	
9	Willing to carry out assignments as per the scope of work of the RFP	YES
10	Willing to accept all the terms and conditions as specified in the RFP	YES

Authorized Signatory [In full and initials]: _____
Name and Designation with Date and Seal: _____ Bidders should submit the required supporting documents as mentioned above. Non- submission of required documents as listed above will lead to rejection of the bid.

TECH -3

Bidder Organization (Financial Capabilities Details)

Financial Information in INR				
Details	FY2018 - 19	FY2019 - 20	FY2020 -21	Average
Average Turnover (in Lakh) in India				
<i>Supporting Documents:</i> Audited certified financial statements for the last three FYs (Submission of copies of Income & Expenditure Statement and Balance Sheet for the respective financial years is mandatory along with this form) <i>Filled in information in this format must have to be jointly certified and sealed by the CA and the authorized representative of the bidder and to be furnished in original along with the technical proposal failing which the proposal will be out rightly rejected. No scanned copy will be entertained.</i>				

Signature and Seal of the Company Auditor with Date in original

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

Communication Address of the Bidder: _____

[NB: No Scanned Signature will be entertained]

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

TECH - 4

FORMAT FOR POWER OF ATTORNEY

(On Bidders Letter Head)

I, _____, the _____ (Designation) of (Name of the Organization) in witness whereof certify that **<Name of person>** is authorized to execute the attorney on behalf of **<Name of Organization>**, **<Designation of the person>** of the company acting for and on behalf of the company under the authority conferred by the **< Notification/ Authority order no.>** Dated **<date of reference>** has signed this Power of attorney at **<place>** on this day of **<day><month>**, **<year>**.

The signatures of **<Name of person>** in whose favor authority is being made under the attorney given below are hereby certified.

Name of the Authorized Representative:

(Signature of the Authorized Representative with Date)

CERTIFIED:

Signature, Name & Designation of person executing attorney:

Address of the Bidder:

Note: Board resolution confirming the Authority of the signatory to submit the proposals could also be provided as a substitute to the Power of Attorney.

TECH - 5

(BIDDER'S PAST EXPERIENCE DETAILS)

Assignment Name:		Country:
Location within Country:		Professional Staff Provided by Your Firm/Entity(profiles):
Name of Client:		No of Staff:
Address:		No of Staff-Months:
Start Date:	Completion Date:	Approx. Value of Services (in INR):
Name of Associated Consultants, If Any:		No of Months of Professional Staff Provided by Associated Consultants: NA
Name of Senior Staff Involved and Corresponding Positions:		
Narrative Description of Project:		
Description of Actual Services Provided by Your Staff:		

TECH - 6

INFORMATION REGARDING ANY CONFLICTING ACTIVITIES AND DECLARATION THERE OF

Are there any activities carried out by your agency which are of conflicting nature as mentioned in Section 2: [Information to the Bidder] under Eligibility Criteria: Para (5). If yes, please furnish details of any such activities.

If no, please certify,

IN BIDDER'S LETTER HEAD

I, hereby declare that our agency is not indulged in any such activities which can be termed as the conflicting activities as mentioned in **Section 2: [Information to the Bidder] under Eligibility Criteria: Para (5)**.

I, also acknowledge that in case of misrepresentation of any of the information, our proposal / contract shall be rejected / terminated by the Client which shall be binding on us.

FORMAT FOR AFFIDAVIT CERTIFYING THAT BIDDER IS NOT BLACKLISTED

Affidavit

I M/s. , (the name of the Bidder and addresses of the registered office) hereby certify and confirm that we or any of our promoter/s/ chief executive officer/ directors/managers are not barred or blacklisted by any government or government instrumentality or public sector in India or in any other jurisdiction to which we or our Affiliates belong or in which we or our Affiliates conduct business from participating in any project or being awarded any contract, either individually or as member of a consortium and no such bar or blacklisting subsists as on the Proposal Due Date.

We further confirm that we are aware our interest for Empanelment on video documentation work of ORMAS would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this EOI at any stage of selection and/or thereafter during the term of the Contract.

Dated thisDay of , 2021....

Authorized Signatory [*In full and initials*]: _____

Name and Designation with Date and Seal: _____

Signature : _____

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

TECH - 7

**Comments and Suggestions on the Terms of Reference / Scope of Work and
Counterpart Staff and Facilities to be provided by the Client**

A: On the Terms of Reference / Scope of Work:

[The Agency needs to present and justify in this section, if any modifications to the Terms of Reference he is proposing to improve performance in carrying out the assignment (such as deleting some activity considering unnecessary, or adding another, or proposing a different phasing of the activities / study process modifications). Such suggestions should be concise and to the point, and incorporated in the technical proposal. Modification / suggestion will not be taken into consideration without adequate justification. Any change in manpower resources will not be taken into consideration]

B: On Input and Facilities to be provide by the Client:

[Comment here on inputs and facilities to be provided by the Client with respect to the Scope of Work and Study Implementation]

Authorized Signatory [In full and initials]: _____
Name and Designation with Date and Seal: _____

TECH - 8

DESCRIPTION OF APPROACH, METHODOLOGY AND WORKPLAN TO UNDERTAKE THE ASSIGNMENT

[Technical approach, methodology and work plan are key components of the Technical Proposal. In this Section, bidder should explain his understanding of the scope and objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. Further, he should highlight the problems being addressed and their importance, and explain the technical approach to be adopted to address them. It is suggested to present the required information divided into following four sections]

A. Understanding of Scope, Objectives and Completeness of response

Please explain your understanding of the scope and objectives of the assignment based on the scope of work, the technical approach, and the proposed methodology adopted for implementation of the tasks and activities to deliver the expected output(s), and the degree of detail of such output. ***Please do not repeat/copy the ToR here.***

B. Description of Approach and Methodology:

- Key guiding principles for the establishing TSA
- Understanding of the concept of institutional set up
- Approaches to overcome the challenges and meet the requirements of the assignment.
- Review Stakeholders Engagement/involvement
- Monitoring & Evaluation mechanism of programmes and interventions for better outcomes
- Any other issues mentioned in the ToR

C. Methodology to be adopted:

Explaining of the proposed methodologies to be adopted highlighting of the compatibility of the same with the proposed approach. This includes:

- Assessment Framework (process, output-impact log frame)
- Understanding and Appreciation of the assignment
- Qualitative and quantitative suggestive tools
- Module for training and development .
- IEC technology.
- Suggestive to improve its efficiency, efficacy and targeting in each thematic area of interventions
- Any other issues mentioned in the ToR

D. Staffing

The bidder should propose and justify the structure and composition of the team and should enlist the main activities under the assignment in respect of the Key Professionals responsible for it. Further, it is necessary to enlist of the activities under the proposed assignment with sub- activities (week wise). (Graphical representation)

Authorized Signatory [*In full and initials*]: _____
Name and Designation with Date and Seal: _____

NB: Bidders are requested to furnish the above information limiting it up to 3 pages onlywith Arial Font Size-12.

TECH - 9

Format of Curriculum Vitae (CV) for Proposed Key Professional

1. Proposed Position:

[For each position of key professional separate form Tech B-6 will be prepared]

2. Name of Firm:

3. Name of Staff:

4. Date of Birth:

5. Years with Firm:

6. Nationality:

7. Education:

[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]

8. Membership in Professional Associations:

9. Other Trainings:

10. Countries of Work Experience:

11. Languages:

[For each language indicate proficiency: excellent, good, fair, or poor; in speaking, reading, and writing]

12. Employment Record:

[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held. For experience, also give types of activities performed and Client references, where appropriate as per the prescribed format given below]

From [Year]	To [Year]
Employer Name:	
Position Held:	
Details of the Task Assigned <i>[List all tasks to be performed under this Assignment/job]</i>	

13. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned

[Among the Assignment/jobs in which the staff has been involved, indicate the following information for those Assignment/jobs that best illustrate staff capability to handle the tasks listed under point 12.]

Name of the Project	
Year	
Location	
Name of the Client	
Project Feature	
Position Held	
Activities Performed	

Certification:

I, the undersigned, certify that to the best of my knowledge and belief that this CV correctly describes my qualifications and past experiences. I will undertake this assignment for the full project duration in terms of roles and responsibilities assigned in the technical proposal or any agreed extension of activities thereof. I understand that any misstatement herein leads to disqualification of CV.

Date:


Signature of Key Professional with Date _____

Authorized Signatory [In full and initials]: _____

Name and Designation with Date and Seal: _____

NB: The CVs needs to be jointly signed by the proposed professional and the authorized representative of the Bidder.

PROPOSED WORKPLAN TO CARRY OUT THE ASSIGNMENT

Month  (1 to 24 months)	1	2	3	4	5	6 to 24
<u>Sequence of Activities / Sub Activities</u>						
↓						

Indicate all main activities / sub activities of the proposed assignment including delivery of reports (Inception, Periodic Reports) and other associate sub-periodic activities

Authorized Signatory [*In full and initials*]: _____

Name and Designation with Date and Seal: _____

TECH - 11

BID SECURITY DECLARATION IN LIEU OF BID SECURITY

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 thisDay of , 2021....

Authorized Signatory [In full and initials]: _____
Name and Designation with Date and Seal: _____
Signature : _____

SECTION: 5

FINANCIAL PROPOSAL

FIN-1

COVERING LETTER

(In Bidders Letter Head)

[Location, Date]

To

Chief Executive Officer,
Odisha Rural Development & Marketing Society
SIRD & PR Campus, Unit-8, Bhubaneswar
Odisha, Pin Code: 751012
E-mail: ormashq@gmail.com

Subject: Selection of Agency for Establishment of Technical Support Agency (TSA) towards marketing & value chain development of Producer's Group and Producer's Companies under ORMAS ,Odisha [FINANCIAL PROPOSAL]

Sir

I, the undersigned, offer to provide the consulting services for [*Insert title of assignment*] in accordance with your Request for Proposal No. _____, Dated: _____. Our attached Financial Proposal is for the sum of [***Insert amount(s) in words and figures****].

The above quoted amount is exclusive of the taxes applicable as per GST Act. I do hereby undertake that, in the event of acceptance of our bid, the services shall be provided in respect to the terms and conditions as stipulated in the RFP document.

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 of **180 days**. I have carefully read and understood the terms and conditions of the RFP and do hereby undertake to provide the service accordingly.

I understand that you are not bound to accept any proposal you

receive. I remain,

Yours faithfully,

Authorized Signatory [*In full and initials*]:

Name and Designation of Signatory with Date and Seal:

Address of the Bidder:

—

* Amount must match with FIN-2 Summary of financial Proposal, FIN-3- Breakdown of Remuneration of Key Professionals, FIN-4- Breakdown of Overhead Expenses

FIN-2

SUMMARY OF FINANCIAL PROPOSAL

Name of the Assignment :				
Sl. No.	Fee Particulars	Amount in INR		
A	Remuneration for Key Professionals			
	Description of Staff/ Professionals	Qty in Nos	Monthly Rate(in INR)	Total for 24 months
1	Value Chain Development Expert	1		
2	MIS & Documentation Expert	1		
3	E-marketing/ E Learning & Certification Expert	1		
4	Trainers (Livelihoods)	2		
5	Design Development Expert(Handloom, Handicraft etc.)	2		
B	Total Remuneration for Key Professionals			
C	Overhead			
D	Total Consulting Fee(B+C) excluding GST			
E	Taxes applicable as per GST Act@ _____% of Consulting Fee (D)			
Grand Total (INR) (D+E) including GST				
In Words				

NB:

1. Bidders shall submit the financial proposal as per the prescribed format given above in both figures and words, and signed by the Authorized Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail.
2. Taxes will be paid by the Client as per the applicable rate under GST Act from time to time. Consultancy fee proposed for the assignment shall remain fixed till completion of the contract.

Authorized Signatory [In full and initials]:_____

Name and Designation with Date& Seal:_____

FIN-3

DETAIL BREAK-UP OF FEE OF KEY PROFESSIONALS

SN	Staff/Professionals	Name of the Staff to be proposed	Number of Staff	Contract period	Monthly fee in INR to be proposed within the range fixed	Total fee for 24 month in INR
1.	Value Chain Development Expert		1	2 Years		
2.	MIS & Documentation Expert		1	2 Years		
3.	E-marketing/ E Learning & Certification Expert		1	2 Years		
4.	Trainers (Livelihoods)		2	2 Years		
5.	Design Development Expert(Handloom, Handicraft etc.)		2	1 Year (over the period of 24 months)		
	Total		7 Nos			

NB: Monthly price not to be quoted below the minimum range fixed.

Authorized Signatory [*In full and initials*]:_____

Name and Designation with Date& Seal:_____

FIN-4

BREAKDOWN OF OVERHEAD EXPENSES

<u>Sl.No</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price inINR</u>	<u>Total Amount in INR for 24 months</u>
1	House Rent/ Agency's office Expenses	Lumpsum Expenses			
2	Office stationeries & Contingent Expenses				
3	Others if any to be speciifed				
Grand Total in INR					
In Words					

Authorized Signatory [*In full and initials*]: _____

Name and Designation with Date& Seal: _____

SECTION - 6

ANNEXURE

BID SUBMISSION CHECK LIST

Sino	Description	Submitted (Yes/No)	Page No.
TECHNICAL PROPOSAL (ORIGINAL + 1COPY)			
1	Filled in Bid Submission Check List (ANNEXURE-I)		
2	Covering Letter (TECH -1)		
3	Bid Processing Fee of Rs. 11,800/- including GST in form to DD/ BC		
4	Copy of Certificate of Incorporation / Registration of the Bidder		
5	Copy of PAN		
6	Copy of Goods and Services Tax Identification Number (GSTIN)		
7	Copies of IT Returns for the last 3 years & 1 Cr.net worth as on 31.03.2021		
8	General Details of the Bidder (TECH - 2)		
9	Financial details of the bidder (TECH - 3) along with all the supportive documents such as copies of Profit – Loss Statement and Balance Sheet for the concerned period		
10	Power of Attorney (TECH - 4) in favour of the person signing the bid on behalf of the bidder.		
11	List of completed and on going assignments of similar nature (Past Experience Details) (TECH - 5) along with the copies of work orders for the respective assignments		
12	Self-Declaration on Potential Conflict of Interest and not having black listed (TECH - 6)		
13	Comments and Suggestions (TECH – 7)		
14	Description of Approach, Methodology & Work Plan (TECH - 8)		
15	CV of Key Professionals (TECH – 9)		
16	Work Plan (TECH – 10)		
17	Bid Security Declaration Template (TECH -11)		
FINANCIAL PROPOSAL (ORIGINAL)			
1	Covering Letter (FIN-1)		

Undertaking:

- All the information have been submitted as per the prescribed format and procedure.
- All pages of the proposal have been sealed and signed by the authorized representative.

Authorized Signatory [*In full and initials*]: _____

Name and Designation with Date and Seal: _____

PERFORMANCE BANK GUARANTEE FORMAT

To
The Chief Executive Officer,
Odisha Rural Development & Marketing Society
SIRD & PR Campus, Unit-8, Bhubaneswar
Odisha, Pin Code: 751012
E-mail: ormashq@gmail.com

WHEREAS (Name and address of the Agency) (hereinafter called "the Agency") has undertaken, in pursuance of RFP no..... dated to undertake the service (description of services) (herein after called "the contract").

AND WHEREAS it has been stipulated by _____(Name of the Client) in the said contract that the Agency shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the Agency, up to a total of (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the Agency to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Agency before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Agency shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This performance bank guarantee shall be valid until the day of .,

Our branch at Bhubaneswar (Name & Address of the Bank) is liable to pay the guaranteed amount depending on the filing of claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our Bhubaneswar branch a written claim or demand and received by us at our Bhubaneswar branch on or before Dt.....otherwise bank shall be discharged of all liabilities under this guarantee thereafter.

.....
(Signature of the authorized officer of the Bank)

.....
Name and designation of the officer

.....
Seal, name & address of the Bank & Branch