

**NOTICE INVITING
REQUEST FOR PROPOSAL (RFP)**

FOR

SELECTION OF AGENCY FOR ESTABLISHMENT AND RUNNING OF
PROGRAMME MANGEMENT (PMU) FOR ODISHA MINERAL
BEARING AREA DEVELOPMENT CORPORATION (OMBADC),
BHUBANESWAR

NIT NO: **18**

DATE: **12.01.2018**

Issuer:

Chief Executive Officer,
Odisha Mineral Bearing Area Development Corporation (OMBADC),
Bhubaneswar,

Phone: 0674-2302036

Email: ombadc@gmail.com

Address for Communication & Submission of Sealed Tender Documents:

Office of the Chief Executive Officer,
Odisha Mineral Bearing Area Development Corporation.

1st floor Arnya Bhawan, Chandrasekharpur

Bhubaneswar-23, Odisha

Phone-0674-2302036

Email: ombadc@gmail.com

ODISHA MINERAL BEARING AREAS DEVELOPMENT CORPORATION
(A SPV of Government of Odisha)
CIN-U75100OR2014NPL018478

Regd. Off: Aranya Bhawan, GD-2/12, Chandrasekharpur, Bhubaneswar, Odisha-23.

**Notice Inviting RFP for Selection of AGENCY for establishment and running of
PROGRAMME MANAGEMENT UNIT (PMU) under ODISHA MINERAL
BEARING AREA DEVELOPMENT CORPORATION (OMBADC), BHUBANESWAR**

No: 18 Dated: 12.01.2018

The Chief Executive Officer, Odisha Mineral Bearing Area Development Corporation (OMBADC), Bhubaneswar Government of Odisha, invites Technical and Financial Proposals from Agencies of national and international repute for the establishment and running of Programme Management (PMU) for increasing the efficiency and effectiveness of the activities of Odisha Mineral Bearing Area Development Corporation (OMBADC), Bhubaneswar as specified in this RFP Document

The RFP document can be downloaded from the tender section of Govt. of Odisha website at www.odisha.govt.in with effect from 05-01-2018 to 09-02-2018 and response to this tender shall be deemed to have been done after careful study and examination of this document with full understanding of its implications.

Interested agencies are requested to submit the details to the undersigned as per the schedule indicated in the Fact Sheet, by post (Registered / Speed) or by hand at the office of the Chief Executive Officer, Odisha Mineral Bearing Area Development Corporation (OMBADC), Aranya Bhawan, GD-2/12, Chandrasekharpur, Bhubaneswar, Odisha-23. Based on the eligibility criteria as mentioned in the RFP, the applicant agency will be selected. OMBADC reserve its right to cancel/modify this tender without at any stage without assigning any reason.

For any further clarifications, please write to the Chief Executive Officer, Odisha Mineral Bearing Area Development Corporation, Bhubaneswar, Odisha in Email at ombadc@gmail.com.

For Odisha Mineral Bearing Area Development Corporation,
Bhubaneswar

Sd/-
Chief Executive Officer

DISCLAIMER

The information contained in this Request for Proposal (hereinafter referred to either as "TENDER") document provided to the Bidders, by the Odisha Mineral Bearing Area Development Corporation (OMBADC), Bhubaneswar, hereinafter referred to as OMBADC, or any of their employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this TENDER document and all other terms and conditions subject to which such information is provided.

The purpose of this TENDER document is to provide the Bidder(s) with information to implement Programme Management Unit for the OMBADC, of Bhubaneswar. This TENDER document does not purport to contain all the information each Bidder may require.

This TENDER document may not be appropriate for all persons, and it is not possible for the OMBADC, their employees or advisors to consider the business/investment objectives, financial situation and particular needs of each Bidder who reads or uses this TENDER document.

Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this TENDER document and wherever necessary obtain independent advice from appropriate sources. OMBADC, their employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or Completeness of the TENDER document.

OMBADC may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this TENDER document.

FACT SHEET

Sl. No	Milestone	Date
1	Request for Proposal (RFP) document made available to the applicants	15-01-2018
2	Last date for receiving queries	27-01-2018
3	Response to queries	03-02-2018
4	Last date for receipt of Technical and Financial proposals (Sealed Envelope)	09-02-2018 up to 5.00 p.m.
5	Opening of Technical proposals	12.02.2018 at 11.30 am
6	Technical Presentation	To be intimated by email
7	Opening of Financial proposals of applicants who qualify pre-qualification (technical) criteria	To be published in the website www.odisha.govt.in
8	Cost of Tender (Demand Draft)	INR 5000+GST to be deposited on reverse charge basis
9	Earnest Money Deposit (EMD) (Demand Draft)	INR 50,000/-
10	Performance Bank Guarantee	10% of Total Professional Fee
11	Method of Selection	QCBS 75:25
12	Contact Details	Chief executive Officer OMBADC, 1 st floor Aranya Bhawan, GD-2/12, Chandrasekharpur, Bhubaneswar, Odisha-751003

Note:

1. Chief Executive officer, OMBADC reserves the right to cancel or amend the Tender and/or scope & other terms and condition of this tender document. Please visit the website mentioned in the RFP document regularly from time to time for the same.
2. Proposals must be submitted before the date, time and venue mentioned in the Fact Sheet. Proposals that are received after the deadline will not be considered. **Proposal in soft format shall not be entertained**

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1. Background

The mineral bearing regions contribute a significant share to the national and state economies. These regions provide a strong foundation for the economy and determine whether the nation/state can achieve sustainable growth in the long run. Abundance of natural resources open up huge economic opportunities leading to wealth generation.

Quite often, the mineral bearing regions are in far flung areas, especially found under forest land, which is home to different types of indigenous people. These forests act as the provider of livelihoods options and also determine their living styles. In search for economic growth, when these minerals are extracted, it affects their traditional living styles and at times displaces them from their natural environment. It is also found that in majority of instances, the wealth generated from these minerals do not percolate to these people forcing them to live in a life of impoverishment. They lack access to basic amenities and also fare poorly on all parameters forming the Human Development Index.

There has been a concerted effort to remove this anomaly and to share a part of the wealth so generated for the development of such regions and people living in those regions. In an historic judgement, Honourable Supreme Court has directed the Central Government to allocate 50% of the additional NPV that is being collected by Compensatory Afforestation Management and Plantation Authority (CAMPA) to the development of such mineral regions from where it is collected and directed respective State Governments to create SPVs to take up such developmental activities that can address age old difficulties of people residing in those areas.

Following the direction from the Honourable Supreme Court, Government of Odisha has established the SPV by the name Odisha Mineral Bearing Areas Development Corporation (OMBADC) and mandated it to take appropriate measures leading up to visible improvements of such areas and people living there.

2. Objective of the Proposal

The proposal aims to establish a Programme Management Unit (PMU) for increasing the effectiveness and efficiency of the Odisha Mineral Bearing Area Development Corporation (OMBADC), in the larger interest of welfare and overall development of people and their livelihoods, affected by mining in the mineral bearing areas of the state, directly and indirectly.

3. Scope of Work

A Programme Management Unit (PMU) will be established and run under the Odisha Mineral Bearing Area Development Corporation (OMBADC). It will be manned by a team of experts with developmental background including specialization in critical areas such as livelihood, education, skill development, drinking water & sanitation, health, roads and buildings, environment etc. The PMU will serve as a Secretariat of the OMBADC and will work under the overall control, supervision and guidance of the Chief Executive Officer of OMBADC. Further, PMU will also facilitate the functioning of the Board of Directors of OMBADC as well as any other bodies created for enhancing operational capabilities of OMBADC.

The PMU will function as OMBADC's Resource and Functional Hub and will be responsible for the following but not limited to the following activities:

- a) Working with the relevant stakeholders at the village, gram panchayat and block level, identify/assess critical needs and gaps existing and then make a priority for taking suitable interventions;
- b) Engaging with external stakeholders and basing on the identified needs/requirements, prepare a perspective plan for the next ten years. The plan must clearly map the addressed needs, intervention nature and type, the likely outputs, the outcomes and the possible risks;
- c) From the perspective plan, rolling annual implementation plans need to be prepared at the beginning of financial year containing detail actions, timelines, cost estimates along with the implementing agency;
- d) Parallely, liaison with line department and their field level offices to seek proposals that have already been developed and then evaluate such proposals for their effectiveness
- e) Having created and/or received a shelf of projects, create plans for implementation and monitor against agreed outcomes;

- f) Designing formats for DPR, MoUs /Agreements/ notices/ Reports/ communications, wherever required, for any activity relating to implementation of the scheme
- g) Evaluation and Analysis of the project reports of the implementing agencies such as DPR Evaluation, Funds release request of subsequent instalments, withdrawal request and any other task as per the direction of OMBADC from time to time
- h) Seek synergies and convergence with various line departments to avoid duplicity at the field level;
- i) identification and promotion of innovative solutions through field level pilot interventions, especially in the areas of livelihoods, education, skill development, healthcare etc. and adopting best practices from various sectors and geographies to the district
- j) Using various available communication media, convey the effectiveness of OMBADC's activities on the lives and livelihoods of the communities and encourage such communities to take ownership of such interventions to ensure sustainability in the long run;
- k) Preparation of policy briefs, documentation of lessons learnt and impact assessment reports at regular intervals to OMBADC;
- l) Drafting of Reports/ Presentations and generating data of various forms/kinds as per the requirement of the Government/Courts from time to time
- m) Assist OMBADC in the procurement of goods and services required in the entire procurement cycle;
- n) Take various capacity building activities and knowledge management
- o) Technical and Facilitation assistance to the OMBADC in its interactions with external stakeholders, various state government departments as well as national governments.

4. Period of Contract

4.1 The selected Agency will establish and run the Programme Management Unit (PMU) for a period of 3 years from the date of signing the agreement, which can be extended by a maximum period of 2 years based on satisfactory performance as determined by the OMBADC, Bhubaneswar, subject to requirement

4.2 If the selected agency fails to perform the functions of PMU as agreed upon in the contract to be signed with OMBADC or commit breach of any of the terms and conditions, provisions or stipulations of the contract, OMBADC shall take appropriate action including termination on the contract with the agency and the risk and cost of the agency.

4.3 In the event of non-extension of the contract or termination of the contract, the items procured/developed for the project will be transferred to the OMBADC. Until such time the deliverables are completed along with complete knowledge transfer by the agency, the project will be treated as „incomplete“ and the fee will be proportionately deducted by OMBADC.

5. Eligibility Criteria

5.1 Eligibility requirements for the Agency

The invitation to Proposal is open to all applicants who qualify the eligibility criteria as given below:

Conditions of Eligibility			
S No	Basic Requirement	Specific Requirement	Documents Required
1	Legal Entity	Applicants eligible for participating in the assignment should be a single Legal Entity registered in India. a) A company registered under the Companies Act 1956, or a partnership firm registered under the relevant and prevailing law relating to partnership in India b) An Agency registered under the Indian Trusts Act 1882 c) An Agency registered under the Societies Registration Act 1860. It must be in operation, continuously for the last 10 years in the field of Consultancy as on March 31, 2017	-Certificate of incorporation -Registration Certificate -GST Registration -PAN Number of the Agency
2	Applicant Turnover	The Applicant should have a minimum average annual turnover from Consultancy/Advisory Services of INR 100 crores from Indian Operations over the last three Financial Years i.e. FY 2014-15, FY 2015-16 and FY 2016-17	Audited Balance Sheet & Profit & Loss Statements And Certificate from Statutory Auditors/Chartered Accountant
3	Capacity	The Applicant Agency must have at least 100 full time professional on its roll as on 31 st March 2017	Certificate duly attested by Director of the Company
4	Ernst Money Deposit (EMD)	The applicant should furnish, as part of its proposal, an Earnest	Original Demand Draft/Bank Guarantee

		Money Deposit EMD of INR 50,000 in the form of Demand Draft or Bank Guarantee in favour of The Chief Executive Officer, OMBADC Bhubaneswar	
5	Applicant's Experience	The applicant shall have experience of providing similar consultancy services for PMUs with Authorities/bodies at National /State level in areas of Socio-economic development with successful running of minimum 2 years with Contract value of Rs.50 Lakhs or above	The Applicant is required to submit proof of engagement such as MoU/ Work Order/ Engagement Letter / LoA/Completion Certificate etc.
6	Authorized Representative from Applicant	A Power of Attorney/Board Resolution in the name of person signing the proposal	Original Power of Attorney/Board Resolution Copy

6. Instructions to Applicant

6.1 General Conditions

- a All information supplied by Applicants may be treated as contractually binding on the Applicants, on successful award of the assignment by the Chief Executive Officer, OMBADC on the basis of this RFP.
- b No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the Chief Executive Officer, OMBADC. Any notification of preferred Applicant status by the Chief Executive Officer, OMBADC shall not give rise to any enforceable rights by the Applicant. The Chief Executive Officer, OMBADC may cancel the process at any time prior to a formal written contract being executed by or on behalf of the Chief Executive Officer, OMBADC.
- c This RFP supersedes and replaces any previous public documentation & communications, and Applicants should place no reliance on such communications.

6.2 Definitions

Unless the context otherwise requires, the following terms whenever used in this RFP have the following meaning:

- a **“Applicant”** means Agency which submits proposal in response to this Request for Proposal document
- b **“Consultant” or “Advisor”** means the Agency, selected through competitive process in pursuance of this RFP, for providing the services under the Contract
- c **“Chief Executive Officer”** OMBADC means the Chief Executive Officer, OMBADC, Bhubaneswar, Government of Odisha.
- d **“Contract”** means the Contract entered into by the parties for setting up and running the Programme Management Unit (PMU) under the Odisha Mineral Bearing Area Development Corporation (OMBADC)
- e **“Personnel”** means professional and support staff provided by the Consultant/ Advisor to perform Services to execute the assignment and any part thereof
- f **“Proposal”** means proposal submitted by Applicants in response to the RFP issued by the Chief Executive Officer, OMBADC, Government of Odisha for selection of Consultant
- g **“Services”** means the work to be performed by the Consultant/ Advisor pursuant to this RFP and to the Contract to be signed by the parties in pursuance of any specific assignment awarded by the OMBADC

6.3 Compliance / Completeness of Response

- a Applicants are advised to study all instructions, forms, terms, requirements, appendices and other information in the RFP documents carefully. Submission of the Proposal shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- b Failure to comply with the requirements of this paragraph may render the Proposal noncompliant and the Proposal may be rejected. Applicants must:
 - a. Comply with all requirements as set out within this RFP.
 - b. Submit the forms as specified in this RFP and respond to each element in the order as set out in this RFP.
 - c. Include all supporting documentations specified in this RFP.
- c The Proposals must be complete in all respects, Indexed and Hard Bound. The page numbers must be clearly marked on each page and cross reference be indicated on the Index Page.

6.4 Applicant Clarifications

6.4.1 Queries

- a OMBADC shall invite proposals from Agencies as per the details mentioned in the Fact Sheet of this document
- b The Applicants will have to ensure that their queries should reach to OMBADC, Bhubaneswar, through Email at address ombadc@gmail.com, on or before last date of receiving queries as mentioned in Fact Sheet of this document through the e-mail of only authorized representative of the Applicant. The queries should necessarily be submitted in the following format:

Section/Page No	Content of RFP requiring clarification	Change/Clarification requested	Remarks

- c OMBADC, Bhubaneswar shall not be responsible for ensuring that the Applicant's queries have been received by them. Any requests for clarifications after the indicated date and time shall not be entertained by OMBADC.

- d The purpose of query clarification is to provide the Applicants with information regarding the RFP, project requirements, and opportunity to seek clarification regarding any aspect of the RFP and the project. However, OMBADC, Bhubaneswar reserves the right to hold or re-schedule the process.

6.4.2 Responses to Queries and Issue of Corrigendum

- a The Chief Executive Officer, OMBADC, Bhubaneswar will endeavour to provide timely response to the queries by uploading in website. No individual response to be given. However OMBADC, Bhubaneswar makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does it undertake to answer all the queries that have been posed by the Applicants.
- b At any time prior to the last date for receipt of Proposals, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Applicant, modify the RFP Document by a corrigendum.
- c The Corrigendum (if any) & clarifications to the queries from all Applicants will be uploaded on the website www.odisha.govt.in. Any such corrigendum shall be deemed to be incorporated into this RFP.
- d In order to provide prospective Applicants reasonable time for taking the corrigendum into account, OMBADC, Bhubaneswar may, at its discretion, extend the last date for the receipt of Proposals.

6.5 Key Requirements of the Bid

6.5.1. Rights to terminate the process

- a OMBADC, Bhubaneswar may terminate the RFP process at any time and without assigning any reason. OMBADC, Bhubaneswar makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- b This RFP does not constitute an offer by the Chief Executive Officer, OMBADC. The Applicants' participation in this process may result in the engaging the Applicant towards execution of the Contract.

6.5.2 RFP Document Fees

- a RFP document can be downloaded from the tender section of website of Govt. of Odisha at www.odisha.govt.in. The RFP document fee shall be paid in form of bank demand draft of INR 5,000/- (Rs Five Thousand)- drawn in favour of Chief Executive Officer, OMBADC, Government of Odisha payable at Bhubaneswar from any nationalised bank/ scheduled bank. GST on the

tender document fees is required to be paid on reverse charge basis the proof of which should be enclosed along with the proposal.

- b The demand draft of RFP document fees should be submitted along with Proposal. Proposals received without or with inadequate RFP Document fees shall be rejected. GST on Document fees to be paid by the applicant on reverse charge basis.

6.5.3 Earnest Money Deposit

- a Applicants shall submit, along with their Proposals, EMD of INR [Rs.50,000/-], in the form of a Demand Draft issued in favour of Chief Executive Officer, OMBADC, payable at Bhubaneswar .
- b EMD of all unsuccessful Applicants would be refunded within 60 Days of the Applicant being notified as being unsuccessful. The EMD, for the amount mentioned above, of successful Applicant would be returned upon submission of Performance Bank Guarantee as per the format provided in **Annexure IV**.
- c EMD amount is interest free and will be refundable to the unsuccessful Applicant without any accrued interest on it.
- d The Proposal submitted without EMD, mentioned above, will be summarily rejected.
- e The EMD may be forfeited:
 - i. If an Applicant withdraws or modifies its Proposal during the period of validity.
 - ii. In case of a successful Applicant, if the Applicant fails to sign the Contract in accordance with this RFP or submit Performance Bank Guarantee.
 - iii. If the Bidder is found to have submitted any information wrongly/manipulated/ hidden/fraud in the bid.

6.5.4 Submission of Responses

a. Technical Proposal (containing)

- i. EMD, Power of Attorney and RFP document fees
- ii. Cover letter and Eligibility Criteria mentioned in Section 3 (in a separate sealed envelope) 10.1,10.2,10.4,10.5,10.6,10.7
- iii. Technical Evaluation Matrix in Section 9 with supporting documents (in a separate sealed envelope)

b. Financial Proposal (containing)

- i. Cover Letter
- ii. Financial Proposal(10.3) **Annexure-III** in separate sealed Envelope

6.5.5 Authentication of Proposals

The Proposal should be accompanied by a power-of-attorney in the name of the signatory of the Proposal as per Annexure mentioned in this RFP.

6.6 Preparation and Submission of Proposal

6.6.1 Proposal Preparation Costs

The Applicant shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/ discussions/ presentations, preparation of Proposal, in providing any additional information required by to facilitate the evaluation process, and in negotiating a definitive Contract or all such activities related to the process. Will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the process .

6.6.2 Language

The Proposal should be filled by the Applicants in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Applicants. For purposes of interpretation of the documents, the English translation shall govern.

6.6.3 Late Proposals

- a Original hard copy of RFP document fees and EMD received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall be returned unopened.
- b The Proposals submitted by telex/ telegram/ fax/ e-mail etc. shall not be considered. No correspondence will be entertained on this matter.
- c OMBADC, Bhubaneswar shall not be responsible for any postal delay or non-receipt/ non-delivery of the documents. No further correspondence on the subject will be entertained.
- d OMBADC, Bhubaneswar reserves the right to modify and amend any of the above-stipulated condition/ criterion depending upon project priorities vis-à-vis urgent commitments.

6.7 Evaluation Process

- a OMBADC, Bhubaneswar will constitute a Proposal Evaluation Committee to evaluate the responses of the Applicants.
- b The Proposal Evaluation Committee constituted by the Chief Executive Officer, OMBADC, shall evaluate the responses to the RFP and all supporting documents/ documentary evidence. Inability to submit requisite supporting documents/ documentary evidence, may lead to rejection.

- c The decision of the Proposal Evaluation Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of evaluation with the Committee.
- d The Proposal Evaluation Committee may ask for meetings with the Applicants to seek clarifications on their Proposals.
- e The Proposal Evaluation Committee reserves the right to reject any or all Proposals on the basis of any deviations.
- f Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP under the Evaluation and Selection section.

6.7.1 Tender Opening

The Proposals submitted up to date and time mentioned in this RFP document will be opened by Proposal Evaluation Committee authorized by the Chief Executive Officer, OMBADC, in the presence of the Applicants or their representatives who may be present at the time of opening. The representatives of the Applicants should be advised to carry the identity card or a letter of authority from the Applicant agencies to identify their bonafide for attending the opening of the Proposal.

6.7.2 Proposal Validity

The offer submitted by the Applicants should be valid for minimum period of 180 days from the date of submission of Proposal.

6.7.3 Proposal Evaluation

Proposal evaluation and Selection will be carried out as per the specifications mentioned in the Section on Evaluation and Selection'.

6.8 Modification and withdrawal of Proposals

- a The Applicant is allowed to modify or withdraw its submitted Proposal any time prior to the last date prescribed for receipt of Proposals, by giving a written notice to OMBADC, Bhubaneswar.
- b Subsequent to the last date for receipt of Proposals, no modification of bids shall be allowed.
- c The Applicants cannot withdraw the Proposal in the interval between the last date for receipt of Proposal and the expiry of the Proposal validity period specified in the Proposal. Such withdrawal may result in the forfeiture of its EMD from the Applicant.

6.9 Proposal Forms

Wherever a specific form is prescribed in this Request for Proposal (RFP) document, the Applicant shall use the form to provide relevant information. If the form does not provide space for any required information, space at the end of the form, additional sheets shall be used to convey the required information. For all other cases, the Applicant shall design a form to hold the required information.

6.10 Local Conditions

- a Each Applicant is expected to become fully acquainted with the local conditions and factors, which may affect the performance of the Contract and/or the cost.
- b The Applicant is expected to know all conditions and factors, which may have any effect on the execution of the Contract after issue of letter of Award. The OMBADC, Bhubaneswar shall not entertain any request for clarification from the Applicant regarding such local conditions.
- c It is the Applicant's responsibility that such factors have been properly investigated and considered before submitting the Proposal. No claim, whatsoever, including that for financial adjustment to the Contract awarded under the bidding document will be entertained by the OMBADC, Bhubaneswar. Neither any change in the time schedule of the Contract nor any financial adjustments arising there-of shall be permitted by the OMBADC, Bhubaneswar on account of failure of the Applicant to know the local laws/conditions. The Applicant is expected to visit and examine and study the location of Govt. offices and its surroundings and obtain all information that may be necessary for preparing the Proposal at its own interest and cost.

6.11 Contacting the OMBADC, Bhubaneswar or any of the bodies related to OMBADC

Any effort by an Applicant to influence the Proposal evaluation, Proposal comparison or Contract award decisions may result in the rejection of the Proposal.

Applicant shall not approach officers after office hours and/ or outside office premises, from the time of the Proposal opening till the time the Contract is awarded.

6.12 Eligibility Criteria

The Applicant shall meet the criteria for eligibility mentioned in the Request for Proposal (RFP) document. The Applicant must have registration certificate as per Companies Act/Society Registration Act/Trust Act/Partnership Act, valid PAN registration certificate and valid Goods and service tax registration certificate, whichever is applicable, for this Proposal.

6.13 Tentative Schedule of Events

Tentative schedule of events shall be as per the dates and time given in the Fact Sheet.

6.14 Opening of Proposal

First, The Technical cover will be opened on date mentioned in fact sheet. The Financial Proposal may be opened in presence of technically short-listed Applicants. Date of opening will be intimated to the eligible Bidders. The Evaluation Committee or its authorized representative will open the Proposals.

6.15 Deciding Award of Contract

- a The OMBADC, Bhubaneswar reserves the right to ask for a technical elaboration/clarification in the form of a technical presentation from the Applicant on the already submitted Technical Proposal at any point of time before opening the Financial Proposal.
- b The Applicant's name, the Proposal Price, the total amount of each Proposal and other such details, will be announced and recorded by the OMBADC, Bhubaneswar at the opening of Proposal.
- c After acceptance of LoA, Performance Security shall be deposited as specified in this document for signing an Agreement with OMBADC, Bhubaneswar.
- d Special Condition for Awarding the Agreement:
 - i. OMBADC will sign the Agreement with successful Applicant for a period as mentioned in Duration of Contract in the document.
 - ii. OMBADC may extend the Agreement for a time period beyond what has been specified in Duration of Contract in the document.
 - iii. OMBADC will also have the right to provide extension/ increase in the scope of work as per the mutually agreed terms and conditions between both the parties.
 - iv. OMBADC will have the right to ask for additional Team members beyond what has been specified in this RFP.

6.16 Confidentiality

- a As used herein, the term Confidential Information means any information, including information created by or for the other party, whether written or oral, which relates to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions or security procedures of either party or any of its affiliates, or any client of either party, except such information which is in the public domain at the time of its disclosure or thereafter enters the public domain other than as a result of a breach of duty on the part of the party receiving such information. It is the express intent of the parties that all

the business process and methods used by the Applicant in rendering the Services hereunder are the Confidential Information of the Applicant.

- b The Applicants shall keep confidential, any information related to this RFP, with the same degree of care as it would treat its own confidential information. The Applicants shall note that the confidential information will be used only for the purposes of this RFP and shall not be disclosed to any third party for any reason what-so-ever.
- c At all-time of the performance of the Services, the Applicant shall abide by all applicable security rules, policies, standards, guidelines and procedures. The Applicant should note that before any of its employees or assignees is given access to the Confidential Information, each such employee and assignees shall agree to be bound by the terms no less onerous than those contained under this RFP and such rules, policies, standards, guidelines and procedures by its employees or agents.
- d The Applicant should not disclose to any other party and keep confidential the terms and conditions of this Contract agreement, any amendment hereof, and any Attachment or Annexure hereof.
- e The obligations of confidentiality under this section shall survive rejection of the Contract.

6.17 Publicity

Any publicity by the Applicant containing the name of OMBADC should be done only with the explicit written permission from Chief Executive Officer, OMBADC.

6.18 Execution of the Agreement

After acknowledgement of the LoA by the selected Applicant, a performance guarantee of 10% of Total Professional Fee has to deposit in the form of FDR/TDR/DD/BG of any nationalised/ scheduled bank in the name of Chief Executive Officer, OMBADC, Bhubaneswar. The performance guarantee shall be valid for period of 2 months beyond the duration of Contract as specified in the RFP document. The Consultant/ Advisor shall sign the Agreement with-in fifteen days from the issue of LoA. Agreement is mutually extendable post the completion of the initial term.

6.18.1 Performance Guarantee

The successful Applicant firm shall furnish the Performance Guarantee as stipulated in the section Contract Performance Guarantee in this document.

6.19 Duration of Contract

The assignment of the work shall be valid initially for a period of **thirty six months**. The duration of contract can be extended by a maximum period of **twenty four**

months, depending on the requirements of the project and on the same terms and conditions, based on the satisfactory performance, as determined by the Chief Executive Officer, OMBADC.

6.20 Terms and Conditions: Applicable Post Award of Contract

6.20.1 Termination Clause

6.20.1.1 Termination for Default

OMBADC, Bhubaneswar may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 30 days sent to the selected Applicant, terminate the Contract in whole or in part (provided a cure period of not less than 90 days is given to the selected Applicant to rectify the breach):

- i. If the selected Applicant fails to deliver any or all quantities of the Service within the time period specified in the Contract, or any extension thereof granted by ; or
- ii. If the selected Applicant fails to perform any other obligation under the Contract within the specified period of delivery of service or any extension granted thereof; or
- iii. If the selected Applicant, in the judgment of OMBADC, Bhubaneswar, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract.
- iv. If the selected Applicant commits breach of any condition of the Contract

If OMBADC, Bhubaneswar terminates the Contract in whole or in part on above ground, amount of Performance Guarantee may be forfeited.

6.20.1.2 Termination for Insolvency

OMBADC, Bhubaneswar may at any time terminate the Contract by giving a written notice of at least 60 days to the selected Applicant, if the selected Applicant becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the selected Applicant, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to OMBADC, Bhubaneswar.

6.20.1.3 Termination for Convenience

- a OMBADC, Bhubaneswar by a written notice of at least 60 days sent to the selected Applicant, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for OMBADC Bhubaneswar's convenience, the extent to which performance of the selected Applicant under the Contract is terminated, and the date upon which such termination becomes effective.
- b In such case, OMBADC, Bhubaneswar will pay for all the pending invoices as well as the work done till that date by the Consultant.

- c Limitation of Liability- In no event shall either party be liable for consequential, incidental, indirect, or punitive loss, damage or expenses (including lost profits). The selected Applicant 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 this Agreement.

6.20.1.4 Termination by OMBADC

- a The OMBADC, Bhubaneswar may, by not less than 60 days written notice of termination to the Applicant, such notice to be given after the occurrence of any of the events, terminate this Agreement if:
 - i. The selected Applicant fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension, within thirty (30) days of receipt of such notice of suspension or within such further period as the may have subsequently granted in writing;
 - ii. The selected Applicant becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
 - iii. The selected Applicant fails to comply with any final decision reached as a result of the Dispute Resolution mechanism/proceedings.
 - iv. The selected Applicant submits to the OMBADC, Bhubaneswar a statement which has a material effect on the rights, obligations or interests of OMBADC, Bhubaneswar and which the selected Applicant knows to be false;
- b Any document, information, data or statement submitted by the Applicant in its Proposals, based on which the selected Applicant was considered eligible or successful, is found to be false, incorrect or misleading; or as the result of Force Majeure, the selected Applicant is unable to perform a material portion of the Services for a period of not less than sixty (60) days
- c If OMBADC, Bhubaneswar would like to terminate the Contract for reasons not attributable to the selected Applicant's performance, they will need to clear all invoices for the Services up to the date of their notice.
- d If OMBADC, Bhubaneswar would like to terminate the Contract for reasons attributable related to the selected Applicant's performance, OMBADC will give a rectification notice for one (1) months to the Consultant/ Advisor in writing with specific observations and instructions.

6.20.1.5 Termination by the selected Applicant

- a The selected Applicant may, by not less than 60 days written notice to OMBADC Bhubaneswar, such notice to be given after the occurrence of any of the events, terminate this Agreement if:
 - a. OMBADC Bhubaneswar is in material breach of its obligations pursuant to this Agreement and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently agreed in writing) following the receipt by the of the selected Applicant's notice specifying such breach
 - b. If there are more than 2 unpaid invoices and OMBADC Bhubaneswar, fails to remedy the same within 45 days of the submission of the last unpaid invoice
 - c. OMBADC Bhubaneswar, fails to comply with any final decision reached as a result of the Dispute Resolution mechanism/proceedings.
- b Upon termination of this Agreement all pending payments due till the date of the termination of the Contract will be made by OMBADC, Bhubaneswar to the selected Applicant.

6.20.1.6 Consequences of Termination

- a In the event of termination of the Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise], OMBADC, Bhubaneswar shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Vendor shall be obliged to comply with and take all available steps to minimise loss resulting from that termination/ breach, and further allow the next successor Vendor to take over the obligations of the erstwhile Vendor in relation to the execution/ continued execution of the scope of the Contract.
- b Nothing herein shall restrict the right of OMBADC, Bhubaneswar to invoke guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/ or remedies that may be available to the under law or otherwise.
- c The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

6.20.2 Liquidated Damages

- a Notwithstanding the right of OMBADC, Bhubaneswar to cancel the order, Liquidated Damages (LD) for late delivery at 1% (One percent) of the undelivered portion of order value per week will be charged for every week's delay in the specified delivery schedule subject to a maximum of 10% of the value of the contract. No Damage will be charged in case of circumstances beyond control of the Consultant/Advisor.
- b Please note that the above LD for delay in delivery and delay in commissioning are independent of each other and shall be levied as the case may be.
- c OMBADC, Bhubaneswar reserve its right to recover these amounts by any mode such as adjusting from any payments to be made by OMBADC, Bhubaneswar to the Consultant/Advisor. Liquidated damages will be calculated on per week basis.
- d The cumulative and aggregate limit of LD for delay in delivery and LD for delay in commissioning would be limited to maximum of 10% of the total Professional Fee. The aggregate liability of the Consultant/ Advisor shall in no event exceed the total value of the fee received under this Contract.

6.20.3 Dispute Resolution Mechanism

- a The Chief Executive Officer, OMBADC, Bhubaneswar and the selected Applicant shall make every effort to resolve amicably by direct negotiations, any disagreement or dispute, arising between them under supply order.
- b In case dispute cannot be resolved amicably ,CEO,OMBADC may appoint as Arbitrator to resolve the issue as per Arbitration & Conciliation Act 1996 whose decision shall be binding to both the parties.

6.20.4 Notices

Notice or other communications given or required to be given under the Contract shall be in writing and shall be e-mailed followed by hand-delivery with acknowledgement thereof, or transmitted by pre-paid registered post or courier. Any notice or other communication shall be deemed to have been validly given on date of delivery if hand delivered & if sent by registered post than on expiry of seven days from the date of posting.

6.20.5 Force Majeure

Force Majeure is herein defined as any cause, which is beyond the control of the selected Applicant or OMBADC, Bhubaneswar as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the Contract, such as:

- a Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics.
- b Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargo.
- c Terrorist attack, public unrest in work area provided either party shall within 10 days from occurrence of such a cause, notifies the other in writing of such causes.

The selected Applicant or OMBADC, Bhubaneswar shall not be liable for delay in performing his/ her obligations resulting from any force majeure cause as referred to and/ or defined above.

Force Majeure shall not include any events caused due to acts/ omissions of such Party or result from a breach/ contravention of any of the terms of the Contract, Proposal and/ or the Request for Proposal (RFP). It shall also not include any default on the part of a party due to its negligence or failure to implement the stipulated/ proposed precautions, as were required to be taken under the Contract. The failure or occurrence of a delay in performance of any of the obligations of either party shall constitute a Force Majeure event only where such failure or delay could not have reasonably been foreseen, or where despite the presence of adequate and stipulated safeguards the failure to perform obligations has occurred. In such an event, the affected party shall inform the other party in writing within five days of the occurrence of such event. The OMBADC, Bhubaneswar will make the payments due for Services rendered till the occurrence of Force Majeure. However, any failure or lapse on the part of the Selected Applicant in performing any obligation as is necessary and proper, to negate the damage due to projected force majeure events or to mitigate the damage that may be caused due to the above mentioned events or the failure to provide adequate disaster management/ recovery or any failure in setting up a contingency mechanism would not constitute force majeure, as set out above.

In case of a Force Majeure, all Parties will endeavour to agree on an alternate mode of performance in order to ensure the continuity of Service and implementation of the obligations of a party under the Contract and to minimize any adverse consequences of Force Majeure.

6.20.6 Failure to agree with Terms and Conditions of the RFP

Failure of the successful Applicant to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event may invoke the PBG of the successful applicant and award the contract to the next best value Applicant or call for new Proposals from the interested Applicants.

6.21 Deployment`

The proposed team is required to work in close coordination with the Chief Executive Officer, OMBADC, Bhubaneswar, Government of Odisha and line departments of Government of Odisha. Whenever required, the proposed team has to follow the working hours, working days of Odisha State Government.

6.22 Contract Performance Guarantee

- a Within 21 days after the receipt of notification of award of the Contract from OMBADC, Bhubaneswar , the successful Applicant shall furnish Contract Performance Guarantee to the Chief Executive Officer, OMBADC, Bhubaneswar which shall be equal to 10% of Total Professional Fee and shall be in the form of a Bank Guarantee Bond from any Nationalized Bank/ Scheduled bank in the Performa given here-in-after in this document valid for period of 2 months beyond the duration of Contract as specified in the document.
- b The proceeds of the performance guarantees shall be payable to the OMBADC, Bhubaneswar as compensation for any loss/ penalties resulting from the Selected Applicants failure to complete its obligations under the Contract.
- c The performance guarantee will be discharged by OMBADC, Bhubaneswar and returned to the Selected Applicant within 60 days following the date of completion of the Selected Applicant's performance obligations, including any warranty obligations under the Contract.

6.23 Statutory Requirements

During the tenure of this Contract, nothing shall be done by the Selected Applicant in contravention of any law, act and/ or rules/ regulations, there-under or any amendment thereof governing inter-alia customs, stowaways, foreign exchange etc. and shall keep indemnified in this regard.

6.24 Contract administration

- a Either party may appoint any individual/ Agency as its authorised representative through a written notice to the other party. Each Representative shall have the authority to:
 - i. Exercise all of the powers and functions of his/ her Party under this Contract, other than the power to amend this Contract and ensure proper administration and performance of the terms hereof; and
 - ii. Bind his or her Party in relation to any matter arising out of or in connection with this Contract.
 - iii. The Selected Applicant shall be bound by all undertakings and representations made by the authorized representative of the Selected Applicant and any covenants stipulated hereunder, with respect to this Contract, for and on their behalf.

- iv. For the purpose of execution or performance of the obligations under this Contract, the OMBADC Bhubaneswar's representative would act as an interface with the nominated representative of the Selected Applicant. The Selected Applicant shall comply with any instructions that are given by the representative during the course of this Contract in relation to the performance of its obligations under the terms of the Contract.
- v. A committee comprising of representatives from the OMBADC, Bhubaneswar and the Selected Applicant shall meet on a quarterly basis to discuss any issues/ bottlenecks being encountered. The Selected Applicant shall draw the minutes of these meetings and circulate to the OMBADC, Bhubaneswar.

6.25 Right of Monitoring, Inspection and Periodic Audit

The OMBADC, Bhubaneswar reserves the right to inspect and monitor/ assess the progress/ performance at any time during the course of the Contract, after providing due notice to the Selected Applicant. OMBADC, Bhubaneswar may demand, and upon such demand being made, the selected Applicant shall provide with any document, data, material or any other information required to assess the progress of the project. OMBADC, Bhubaneswar shall also have the right to conduct, either itself or through any another consultant/ advisor as it may deem fit, an audit to monitor the performance by the Selected Applicant of its obligations/ functions in accordance with the standards committed to or required by OMBADC Bhubaneswar and the Selected Applicant undertakes to cooperate with and provide to OMBADC Bhubaneswar/ any other Consultant/ Advisor/ Agency appointed by OMBADC Bhubaneswar, all documents and other details as may be required by them for this purpose. Any deviations or contravention identified as a result of such audit/ assessment would need to be rectified by the Selected Applicant failing which OMBADC, Bhubaneswar may, without prejudice to any other rights that it may have, issue a notice of default.

6.26 OMBADC's Obligations

OMBADC, Bhubaneswar shall interface with the Selected Applicant, to provide the required information, clarifications, and to resolve any issues as may arise during the execution of the Contract.

OMBADC Bhubaneswar shall ensure that timely approval is provided to the selected Applicant, where deemed necessary, which should include diagram/ plans and all specifications related to Services required to be provided as part of the Scope of Work.

OMBADC Bhubaneswar shall provide furnished office space to the selected Applicant, internet facility, office consumables and other facilities required for smooth running of Programme Management Unit.

6.27 Information Security

The selected Applicant would sign a Non-Disclosure Agreement with OMBADC Bhubaneswar to ensure information security and confidentiality of processes, information and the various projects and activities taken up during the period of the agreement.

The Selected Applicant shall not carry and/ or transmit any material, information, layouts, diagrams, storage media or any other goods/ material in physical or electronic form, which are proprietary to or owned by OMBADC Bhubaneswar, out of premises, without prior written permission from the OMBADC Bhubaneswar.

The Selected Applicant shall, upon termination of this agreement for any reason, or upon demand by OMBADC Bhubaneswar, whichever is earliest, return any and all information provided to the Selected Applicant, including any copies or reproductions, both hard copy and electronic.

6.28 Indemnity

The Selected Applicant shall execute and furnish the a Deed of Indemnity in favour of Chief Executive Officer, OMBADC Bhubaneswar in a form and manner acceptable to the , indemnifying from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind how-so-ever suffered including patent, copyright, trademark and trade secret, arising or incurred inter-alia during and after the Contract period out of:

- a Negligence or wrongful act or omission by the Selected Applicant or its team or any Agency/ Third Party in connection with or incidental to this Contract; or
- b Any breach of any of the terms the Selected Applicant's Proposal as agreed, the Tender and this Contract by the Selected Applicant, its Team or any Agency/ Third Party.
- c The indemnity shall be to the extent of Total Professional Fee.

6.29 Prices

Prices quoted must be firm and shall not be subject to any upward revision on any account what-so-ever throughout the period of the engagement.

6.30 Special Conditions of Contract

6.30.1 Payment Schedule

The payment as specified in financial format Annexure-3 as submitted by Selected Consultant shall be made on a Monthly basis.

TA/ DA and expense related to travel outside Bhubaneswar for official purpose only, shall be reimbursed in such cases where arrangements are not being made. The eligible rate is as per equivalent class of officers of Govt. of Odisha.

- a To claim reimbursement, onsite resources needs to submit the Travel Expense Claim to the along with the relevant bills/ vouchers, boarding passes, tickets and hotel bills and approval from the authorised approving authority within two weeks from the date of return from the trip.
- b Submission of hotel bills is mandatory with the Travel Expense Claim.
- c For local travel during official visit within Bhubaneswar, Consultants will make their own arrangements.
- d Team members should have their own laptops and other peripherals including mobile phone.
- e Resources deployed by Agency may be allowed 20 (Twenty) leaves per year on pro-rata basis, however prior approval of the Chief Executive Officer, OMBADC shall be required before availing the leave(s).

The Invoice will be submitted after every Month for fixed resources based on attendance. The payment will be made within 15 days after submission of Invoice. The Selected Applicant shall satisfactorily perform work as specified under the contract to the OMBADC Bhubaneswar.

For additional resources (deployed during the project), payment shall be made on monthly basis

6.32 Continuance of the Contract:

Notwithstanding the fact that settlement of dispute(s) (if any) may be pending, the parties hereto shall continue to be governed by and perform the work in accordance with the provisions under the Scope of Work to ensure continuity of operations.

6.33 Conflict of interest

The Applicant shall disclose to OMBADC Bhubaneswar in writing, all actual and potential conflicts of interest that exist, arise or may arise in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.

6.34 Severance

In the event any provision of the Contract is held to be invalid or unenforceable under the applicable law, the remaining provisions of this Contract shall remain in full force and effect.

6.35 Governing Language

The Agreement shall be written in English language. Subject to below Clause, such language versions of the Agreement shall govern its interpretation. All correspondence and other documents pertaining to the Contract that are exchanged by parties shall be written in English language only.

6.36 No Claim Certificate

The Selected Applicant shall not be entitled to make any claim, whatsoever against, under or by virtue of or arising out of, the Contract, nor shall entertain or consider any such claim, if made by the Selected Applicant after it has signed a No claimll certificate in favour OMBADC Bhubaneswar in such form as shall be required by it after the work is finally accepted.

6.37 Publicity

The Selected Applicant shall not make or permit to be made a public announcement or media release about any aspect of this Contract unless OMBADC Bhubaneswar first gives its written consent to the selected Applicant.

6.38 General

6.38.1 Relationship between the Parties

Nothing in the Contract constitutes any fiduciary relationship between the OMBADC Bhubaneswar and Selected Applicant/ Applicant's Team or any relationship of employer employee, principal and agent, or partnership, between OMBADC Bhubaneswar and Selected Applicant.

No Party has any authority to bind the other Party in any manner whatsoever except as agreed under the terms of the Contract.

OMBADC Bhubaneswar will not be under any obligation to the Implementation Consultant's/ Advisor's Team except as agreed under the terms of the Contract.

6.38.2 No Assignment

The Selected Applicant shall not transfer any interest, right, benefit or obligation under the Contract without the prior written consent of the OMBADC Bhubaneswar.

6.38.3 Survival

The provisions of the clauses of the Contract in relation to documents, data, processes, property, Intellectual Property Rights, indemnity, publicity and confidentiality and ownership survive the expiry or termination of this Contract and in relation to confidentiality, the obligations continue to apply unless notifies the Selected Applicant of its release from those obligations.

6.38.4 Entire Contract

The terms and conditions laid down in the Request for Proposal (RFP) and all annexure thereto as also the Proposal and any attachments/ annexes thereto shall be read in consonance with and form an integral part of the Contract. The Contract supersedes any prior contract, understanding or representation of the Parties on the subject matter.

6.38.5 Governing Law

This Contract shall be governed in accordance with the laws of India, Laws of Government of Odisha.

6.38.6 Jurisdiction of Courts

The High Court of India at Cuttack, Odisha has exclusive jurisdiction to determine any proceeding in relation to the Contract.

6.38.7 Compliance with Laws

The Selected Applicant shall comply with the laws in force in India and of Govt of Odisha in the course of performing the Contract.

6.38.8 Notices

A notice means:

- i. A Notice; or
- ii. A consent, approval or other communication required to be in writing under the Contract.

All notices, requests or consent provided for or permitted to be given under this Contract shall be in writing and shall be deemed effectively given when personally delivered or mailed by prepaid certified/ registered mail, return receipt requested, addressed as follows and shall be deemed received two days after mailing or on the date of delivery if personally delivered:

To,

[Address]

Any Party may change the address to which notices are to be directed, by giving a notice to the other party in the manner specified above. A notice served on a Representative is taken to be notice to that Representative's Party.

6.38.9 Waiver

Any waiver of any provision of this Contract is ineffective unless it is in writing and signed by the Party waiving its rights.

A waiver by either Party in respect of a breach of a provision of this Contract by the other Party is not a waiver in respect of any other breach of that or any other provision.

The failure of either Party to enforce at any time any of the provisions of this Contract shall not be interpreted as a waiver of such provision.

6.38.10 Modification

Any modification of the Contract shall be in writing and signed by an authorised representative of each Party based on mutual consent.

6.38.11 Taxes

The Applicant shall pay Goods and Service Tax and other applicable taxes, if any, imposed on the Services under this Contract.

6.38.12 Application

These General Conditions shall apply to the extent that provisions in other parts of the Contract do not supersede them.

6.39 Fraud and Corrupt Practices

6.39.1 Fraud and Corrupt Practices

- a The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, OMBADC Bhubaneswar shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the Prohibited Practices) in the Selection Process. In such an event, OMBADC Bhubaneswar shall, without prejudice to its any other rights or remedies, appropriate the Bid Security or Performance Security, as the case maybe, as mutually agreed genuine pre-estimated compensation and damages payable to OMBADC Bhubaneswar for, inter alia, time, cost and effort of OMBADC Bhubaneswar, in regard to the RFP, including consideration and evaluation of such Applicant's Proposal.
- b Without prejudice to the rights of OMBADC Bhubaneswar under Clause above and the rights and remedies which OMBADC Bhubaneswar may have under the LoA or the Agreement, if an Applicant, is found by OMBADC Bhubaneswar have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LoA or the execution of the Agreement, such Applicant shall not be eligible to participate in any tender or RFP issued by OMBADC Bhubaneswar during a period of 2 (two) years.
- c For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
 - a. corrupt practice means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process

- b. Fraudulent practice means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- c. Coercive practice means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;
- d. undesirable practice means (i) establishing contact with any person connected with or employed or engaged by with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or(ii) having a Conflict of Interest; and
- e. Restrictive practicell means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

7. Human Resources

S No	Name of Resource	Unit
1	Team Leader	1
2	Livelihoods Expert	1
3	Infrastructure Expert	1
4	Social Development Expert	1
5	M&E & Finance Expert	1
6	Water Supply & Sanitation Expert	1
7	District Co-Ordinators	2
Total		8

8. Indicative Job Description of proposed Resources

1. Team Leader

Specific Tasks:

- Responsible for overall functioning of the Programme Management Unit (PMU).
- Build and maintain a high performing team in the PMU
- Provide effective program management, managing human and financial resources to effectively achieve the objectives of the OMBADC.
- Ensure that deliverables are satisfied in a timely manner.
- Conceptualise a wide range of innovation projects for improved public service delivery.

- Act as a formal channel of communication between the selected Agency and the OMBADC Team.
- Report to the Chief Executive Officer, OMBADC.
- Any other duties as may be assigned from time to time.

Qualifications and Experience:

- A Master Degree in Business Management/Rural Management/Economics/Social Sciences having exceptional educational background
- Minimum of 15 years total work experience related to project management in private/public/not-for-profit sector.
- Minimum of 8 years' experience in handling Government Programmes/ Government Agencies/departments / International Agencies.

Competencies and Skills:

- Demonstrated ability to lead teams in a multi-cultural environment and establish harmonious and effective working relationships.
- Strong analytical skills, ability to think strategically, analyze diverse information and manage multiple projects simultaneously.
- Ability to communicate ideas clearly and confidently, articulate issues and recommend solutions.
- Proven ability to identify innovations and translate them into implementable practices.
- Competency in usage of IT tools including proficiency in MS Office suite.
- Strong oral and writing skills in English with effective documentation skills.
- Ability to communicate in Odiya is essential.

2. Livelihoods Expert

Specific Tasks

- Carry out diagnostic study to understand the socio-economic conditions in select villages in mineral bearing districts including the livelihood context of the people and analyse the same for specific insights that will provide input for the perspective plan

- Through participatory planning and need assessment exercise, develop yearly interventions that have potential to expand livelihood options. While developing interventions adequate care must be taken align such plans based on gender, age profile etc.
- Facilitate PalliSabhas/Gram Sabhas and organise discussions on development issues in the village/Panchayat.
- Prepare village wise - list of projects to be taken up under the OMBADC aid;
- Arrange the village wise - list of projects into Annual Action Plans, based on the immediate and long term priorities, as determined by the people in the mining affected villages.
- Evaluate projects submitted by different stakeholders to be taken up under OMBADC support
- Converge with various line departments to improve effectiveness of interventions on the community
- Facilitate the approval of the Annual Action Plans
- Oversee the implementation of the approved projects, through regular field visits and raise flags at appropriate levels in case of potential delays or cost overruns.
- Undertake action-research to discover more appropriate ways of doing things under the OMBADC.
- Demonstrate the effectiveness of various livelihoods projects taken up under OMBADC on the lives of the mining affected communities through various communication mediums.
- Prepare documentation of success stories, lessons learn and impact at periodic intervals.
- Any other duties as may be assigned.

Qualifications and Experience

- A Post graduate in Social Sciences/Social Work/Economics/Rural Management from any recognized university.
- Minimum of 10 years total work experience related to livelihood promotion in private/non-profit organizations of repute.

- Minimum of 5 years' experience of handling Government Programme/ Government Agencies/ departments / International Agencies. R&R on behalf of project sponsors etc.

Competencies and Skills

- Demonstrated ability to work in a multi-cultural environment and establish harmonious and effective working relationships.
- Strong analytical skills, ability to think strategically, analyze diverse information and manage multiple projects simultaneously.
- Ability to communicate ideas clearly and confidently, articulate issues and recommend solutions.
- Proven ability to identify innovations and translate them into implementable practices.
- Competency in usage of IT tools including proficiency in MS Office suite.
- Strong oral and writing skills in English with effective documentation skills.
- Ability to communicate in Odiya is essential.

3. Infrastructure Expert

Specific Tasks

- Review of projects submitted by various line departments for approval under the OMBADC. Propose alterations and revisions required, if any.
- Supervise various construction activities taken up under OMBADC support
- Ensure that the construction is in compliance with the drawing and estimates approved.
- Assess value of works done and approve bills and vouchers for release of funds to the implementing agency.
- Report to the Team Leader, Programme Management Unit (PMU).
- Any other duties as may be assigned.

Qualifications and Experience

- B.E/B.Tech in Civil Engineering from a recognised University/ Institute.
- Minimum of 5 years total work experience related to design, execution and supervision of civil engineering and building construction projects.
- Minimum of 3 years' experience of handling Government Programme/ Government Agencies/departments / International Agencies.

- Ability to prepare detailed estimates for civil engineering projects.
- Proficient in Auto CAD or equivalent software packages.

Competencies and Skills

- High integrity and ethical standards.
- Demonstrated ability to work in a multi-cultural environment and establish harmonious and effective working relationships.
- Strong analytical skills, ability to think strategically, analyze diverse information and manage multiple projects simultaneously.
- Ability to communicate ideas clearly and confidently, articulate issues and recommend solutions.
- Competency in usage of IT tools including proficiency in MS Office suite.
- Strong oral and writing skills in English.
- Ability to communicate in essential.

4. Social Development Expert

Specific Tasks

- Using secondary information sources collected from various line departments at the field level, prepare a status note on the prevailing human development index for the areas under OMBADC scope;
- To bring the human development parameters to the agreed level, prepare a long term action plan by aligning the proposed interventions to each of the parameter;
- Break the long term action plan to rolling annual plans to provide a clear improvement path;
- Prepare an estimate of likely cost and requirement of any external resources;
- The elements of the plan must essential cover issues such as health, education, sanitation, skill development etc
- The plans must focus on holistic improvement of vulnerable sections such as women, child & youth of the concerned areas;
- Promote community based monitoring tools like Social Audit of projects executed under the OMBADC.

Qualifications and Experience

- A Post graduate in Social Sciences/Social Work/Economics/Rural Management from any recognized university.
- Minimum of 10 years total work experience related to livelihood promotion in private/non-profit organizations of repute.
- Minimum of 5 years' experience of handling Government Programme/ Government Agencies/ departments / International Agencies. R&R on behalf of project sponsors etc.

Competencies and Skills

- High integrity and ethical standards.
- Demonstrated ability to work in a multi-cultural environment and establish harmonious and effective working relationships.
- Strong analytical skills, ability to think strategically, analyze diverse information and manage multiple projects simultaneously.
- Ability to communicate ideas clearly and confidently, articulate issues and recommend solutions.
- Competency in usage of IT tools including proficiency in MS Office suite.
- Strong oral and writing skills in English.
- Ability to communicate in Odiya is essential.

5. M&E Expert

Specific Tasks

- Working with OMBADC team, the M&E expert must prepare a logframe for the different interventions that would capture the key performance indicators, method of tracking and frequency of tracking and analyse the collected data of such indicators;
- Analyze and evaluate data to ensure achievements of objectives and develop presentations and written products on the findings
- Prepare consolidated final report for OMBADC including identification of problems, causes of potential bottlenecks in implementation, and providing specific recommendations
- Promote a results-based approach to monitoring and evaluation, emphasizing results and impacts

- Include a sustainability plan for the project activities and an exit strategy that guarantee the sustainability and continuity of activities inside the communities

Qualification & Experience

- A university degree in a related field. A postgraduate degree is an advantage.
- Minimum of five (5) years of progressively responsible professional work experiences in program monitoring and evaluation.
- Proven experience in strategic approaches for program monitoring and evaluation and assessment of best practices and lessons learned.
- Solid experience in monitoring and evaluation methodologies including quantitative and qualitative approaches.
- Facilitating learning-oriented analysis and presentation sessions of M&E data with multiple stakeholders.
- Familiarity with and a supportive attitude towards processes of strengthening organizational M&E and reporting capacity.
- Compilation and collection of data/project status at various levels;
- Develop and maintain database of different survey reports and data;
- Report generation of various projects being undertaken at division/district levels;
- Provide technical handholding support in creating effective MIS database;

Competencies and Skills

- Demonstrated ability to work in a multi-cultural environment and establish harmonious and effective working relationships.
- Strong analytical skills, ability to think strategically, analyze diverse information and manage multiple projects simultaneously.
- Ability to communicate ideas clearly and confidently, articulate issues and recommend solutions.
- Competency in usage of IT tools including proficiency in MS Office suite.

- Strong oral and writing skills in English.
- Ability to communicate in Odiya is desirable.

6. Water Supply & Sanitation Expert

Specific Tasks

- Technical review of projects submitted by various line departments for approval under the OMBADC. Propose alterations and revisions required, if any.
- Supervise various construction activities taken up under OMBADC support
- Ensure that the construction is in compliance as per the approved design & drawing.
- Report to the Team Leader, Programme Management Unit (PMU).
- Any other duties as may be assigned.

Qualification and Experience

- Graduate in Civil Engineering from recognized university
- Minimum 5 years' experience in water supply and sanitation sector

Competencies and Skills

- Demonstrated ability to lead teams in a multi-cultural environment and establish harmonious and effective working relationships.
- Strong technical knowledge in water supply projects and able to manage multiple projects simultaneously.
- Demonstrated ability to work in a multi-cultural environment and establish harmonious and effective working relationships.
- Ability to communicate ideas clearly and confidently, articulate issues and recommend solutions.
- Competency in usage of IT tools including proficiency in MS Office suite.
- Strong oral and writing skills in English.

7. District Co-ordinators

Specific Tasks

- Ensure proper liaison with field level officials of implementing agencies;
- Make periodic visits to ascertain progress and collect required data;
- Assist other experts of PMU in ensuring effective monitoring of all activities and interventions;
- Participate in the field level review meetings and help draft minutes of such meetings;

Qualification & Experience

- Post Graduate Degree in Business Management/Rural Management/Social Works
- At least 3 years' experience in Consultancy/Social Development domain in any private/not-for-profit organizations

Competency & Skills

- Demonstrated ability to lead teams in a multi-cultural environment and establish harmonious and effective working relationships.
- Strong technical knowledge in water supply projects and able to manage multiple projects simultaneously.
- Demonstrated ability to work in a multi-cultural environment and establish harmonious and effective working relationships.
- Ability to communicate ideas clearly and confidently, articulate issues and recommend solutions.
- Competency in usage of IT tools including proficiency in MS Office suite.
- Strong oral and writing skills in English.

Note:

If at any point in time, OMBADC feels that a resource is not up to the mark, a replacement will be demanded in written and will need to be obliged within 2 weeks.

The Consultant/ Advisor is not expected to change the team from what is proposed as a part of the response to this RFP. However if a resource needs to be changed due to unforeseen circumstances, the Consultant/ Advisor need to give it in writing to OMBADC and only upon agreement, the replacement may be carried out.

9. Evaluation & Selection

9.1 Technical Evaluation

Initial Bid scrutiny will be made and incomplete details as given below will be treated as nonresponsive if Proposals

- i. Are not submitted in as specified in the RFP document
- ii. Received without the Letter of Authorisation (Power of Attorney)
- iii. Are found with suppression of details
- iv. With incomplete information, subjective, conditional offers and partial offers submitted
- v. Submitted without the documents requested in the checklist
- vi. Have non-compliance of any of the clauses stipulated in the RFP
- vii. Have a lesser validity period

All responsive Bids will be considered for further processing as below.

Proposal Evaluation Committee will prepare a list of responsive Applicants, who comply with all the Terms and Conditions of the Tender. All eligible bids will be considered for further evaluation by the Committee according to the evaluation process defined in this RFP document. The decision of the Committee will be final in this regard.

- a Evaluation committee will examine the bids to determine whether they are complete, whether any computational errors have been made, and whether the bids are generally in order.
- b OMBADC may conduct clarification meetings with each or any Applicant to discuss any matters, technical or otherwise.
- c Further the scope of evaluation committee also covers taking any decision with regard to the Tender document, execution/ implementation of the project including management period.
- d Proposal shall be opened in the presence of Applicants representatives who intend to attend at their cost. The Applicants representatives who are present shall sign a register giving evidence of their attendance.
- e Proposal document shall be evaluated as per the following steps.
 - i. Preliminary examination of pre-qualification/ eligibility criteria documents: The prequalification document will be examined to determine whether the Applicant meets the eligibility criteria, whether the Proposal is complete in all respects, whether the documents have been properly signed and whether the bids are generally in order. Any bids found to be non-responsive for any reason or not meeting the minimum levels of the performance or eligibility criteria specified in various sections of this RFP document will be rejected and will not be considered further.
 - ii. Evaluation of document: A detailed evaluation of the bids shall be carried out in order to determine whether the Applicants are competent enough and whether the technical aspects are substantially responsive

to the requirements set forth in the RFP document. Bids received would be assigned scores based on the parameters defined in the table below. All supporting document submitted in support of Eligibility and Technical Evaluation matrix should comply the following:

- Supporting document is to be submitted in Technical Cover.
- Supporting document should clearly indicate value of the project and scope of work/ services should be clearly highlighted.
- In case of Applicant is having Non-Disclosure Agreement (NDA) with their client, no such experience will be counted (if agreement copy not submitted).
- Applicants failing to comply any of the above then the Bid will be summarily rejected.

Technical Evaluation Criteria

SNo	Criteria	Maximum Marks	Marks Break up
1	Applicant's Experience	50	
1.1	The Applicant shall have experience of providing advisory for rural and socio-economic development related projects to Government of India/State Governments with minimum fee of Rs.10 Lakhs	15	1 to 2 Projects-5 marks 3 to 4 Projects-7.5 marks 5 to 6 Projects-10 marks >6 Projects-15 marks
1.2	The Applicant shall have experience of providing consultancy services for fulltime PMU or equivalent of minimum 2 years duration with Consultancy fee of Rs.50 lakhs.	15	2 to 5 years-5 marks 5 to 10 years-7.5 marks 10 to 20 years-15 marks
1.3	Experience of providing PMU services for Mines affected Area with fee above Rs.5 Lakhs	10	5 marks for each project, maximum 10 marks
1.4	The Applicant should have at least 100 Professionals on its rolls as on March 31 2017	10	<100 Professional-5 marks >100 Professional-10 marks-
2	Consultancy Team: No of CVs submitted that meets the Qualification and Experience Requirement	30	
2.1	Team Leader	7	Minimum Educational Qualification: Master Degree in Business Management/ Rural Management/ Economics/Social Science: 2 Marks Minimum 15 Yrs Experience: 3 Marks Minimum 8 Years of experience in handling

			Government Programme : 2Mark
2.2	Livelihoods Expert	5	Minimum Educational Qualification: Post Graduate in Social Sciences /Social Work/ Economics/ Rural Management: 2 Marks Minimum 10 Yrs Experience: 2 Marks Minimum 5 Years of experience in handling Government Programme : 1 Mark
2.3	Infrastructure Expert	5	Minimum Educational Qualification: BE/BTech in Civil Engineering Management/ Rural Management/ Economics/Social Science: 2 Marks Minimum 5 Yrs Experience: 2 Marks Minimum 3 Years of experience in handling Government Programme : 1 Mark
2.4	Social Development Expert	5	Minimum Educational Qualification: Post Graduate in Social Science/Social Work/ Economics/ Rural Management: 2 Marks Minimum 10 Yrs Experience: 2 Marks Minimum 5 Years of experience in handling Government Programme : 1 Mark
2.5	M&E & Finance Expert	4	Minimum Educational Qualification: Degree in Economics/Social Science: 1 Mark Post Graduate Degree in Economics/Social Science: 2 Marks Minimum 5 Yrs Experience:

			1 Marks
2.6	Water Supply & Sanitation Expert	4	Minimum Educational Qualification: Degree in Civil Engineering : 2 Mark Minimum 5 Yrs Experience in Water & Sanitation Sector: 2 Marks
2.7	District Co-Ordinators		No Marks
3	Technical Presentation	20	
3.1	Understanding of the assignment, quality of methodology and work programme to be exhibited through technical presentation	20	

9.2 Financial Evaluation

The Applicant shall be selected on the basis of Combined Quality cum Cost Based System (CQCBS), whereby Technical Proposal will be allotted weightage of 75% and Financial Proposal will be allotted weightage of 25%. The Proposal with the lowest bid shall be given a financial score of 100 and the other proposals shall be given financial scores that are inversely proportionate to lowest Financial Proposal as stated below. The total score, both technical and financial, shall be obtained by weighing the quality and cost score and adding them up.

Financial Proposals of only those Applicants who scores at least 60% marks in Technical Proposal evaluation shall be opened and evaluated as per financial evaluation criteria.

The Financial Proposals shall be given scores as follows:

Sf= $100 \times \text{Fm} / \text{Financial Proposal of Applicant under consideration}$

1. Fm: Lowest Financial Proposal

2. Sf: Financial Score

For selection of Consultant/Advisor, final ranking will be determined based on the combined total score for each Applicant separately. This will be done by applying a weight of 0.75 (or 75 %) and 0.25 (or 25%) respectively to the technical and financial scores of each qualifying Proposal. The Total Score of Technical Proposal and Financial Proposal shall be computed as follows:

Total Score = $(\text{Te} \times 0.75) + (\text{Sf} \times 0.25)$

Te: Technical score.

9.3 Selection

The Applicant scoring the highest Total Score shall be declared as the —Selected Applicant

10. Annexures

10.1 Annexure 1

Proposal Covering Letter

To,

Chief Executive Officer
OMBADC, Bhubaneswar

Dear Sir,

We (Name of the Applicant) hereby submit our Proposal in response to notice inviting RFP date and RFP document no. and confirm that :

1. All information provided in this Proposal and in the attachments is true and correct to the best of our knowledge and belief.
2. We shall make available any additional information if required to verify the correctness of the above statement.
3. Certified that the period of validity of Proposal is 180 days from the last date of submission of Proposal, and
4. We are quoting for all the services mentioned in the Scope of Work of the RFP.
5. We the Applicants are not under a Declaration of Ineligibility for corrupt or fraudulent practices or blacklisted by any of the Government agencies.
6. OMBADC, Bhubaneswar, Government of Odisha, may contact the following person for further information regarding this Proposal:
 - a. Name and full address of office, Contact No., Email ID, Company Name
7. We are submitting our Eligibility criteria, Proposal bid documents and technical bid documents along with original DD of both EMD and Tender Document Fee.

Yours sincerely,

Signature
Full name of signatory
Designation
Name of the Applicant Agency etc.

10.2 Annexure II

Format for Power of Attorney

(To be provided in original as part of Technical Proposal (Envelope – 2) on stamp paper of value required under law duly signed by Bidder for the tender)

Dated: _____

POWER OF ATTORNEY

To Whomsoever It May Concern

Know all men by these presents, we _____ (name and registered office address of the Applicant) do hereby constitute, appoint and authorise Mr. _____ (Name of the Person(s)), domiciled at _____ (Address), acting as _____ (Designation and the name of the Agency), as Authorised Signatory and whose signature is attested below, as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Proposal for award of Agreement —SELECTION OF AGENCY FOR THE ESTABLISHMENT AND RUNNING OF PROGRAMME MANAGEMENT UNIT (PMU) FOR INCREASING EFFICIENCY AND EFFECTIVENESS OF THE OMBADC, Bhubaneswar involving the deliverables as per agreement with _____, OMBADC Bhubaneswar, vide Request of Proposal (RFP) Document dated _____, issued by Project Director, DRDA cum Chief Executive, OMBADC Bhubaneswar, Government of Odisha, including signing and submission of all documents and providing information and responses to clarifications/ enquiries etc. as may be required by Chief Executive Officer, OMBADC Bhubaneswar, Government of Odisha or any governmental authority, representing us in all matters before Chief Executive Officer, OMBADC Bhubaneswar, Government of Odisha, and generally dealing with OMBADC Bhubaneswar in all matters in connection with our Proposal for the said Project. We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For -----

(Signature)

(Name, Title and Address)

Accept

(Attested signature of Mr. _____)

(Name, Title and Address of the Attorney)

Notes:

- To be executed by the Applicant
- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- Also, wherever required, the executants(s) should submit for verification the extract of the charter documents and documents such as a board resolution / power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the executants(s).

10.3 Annexure-III

Format for Financial Proposal

To be returned in original along with the Proposals (Envelope C)

To ,

Chief Executive Officer
OMBADC Bhubaneswar

Subject: Selection of Consultant for setting up and running a Programme Management Unit (PMU) for OMBADC Bhubaneswar

Sir,

We, the undersigned, offer to provide the services of as Consultant for Setting up Programme Management Unit (PMU) to improve the efficiency and effectiveness of OMBADC Bhubaneswar in accordance with your Request for Proposal (RFP) dated [Insert Date] and our Technical Proposal. Our Financial Proposal is as below:

SL No	Designation of Expert	Man month Rate in Rs.	No of Man months Input	Total Value of Consultancy Fee for Three Years in Rs.
1	Team Leader		36	
2	Livelihood Expert		36	
3	Infrastructure Expert		36	
4	Social Development Expert		36	
5	M&E Expert		36	
6	Water Supply & Sanitation Expert		36	
7	District Coordinator-1		36	
8	District Coordinator-2		36	
Total		Rs.	288	
GST @ 18%				
Grand Total in figure				
Grand Total in Words				

Notes:

a. The above fee excludes all travel, lodging and other out of pocket expenses; 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.

We solemnly affirm that we will strictly adhere to the laws against fraud, corruption and unethical practices, including but not limited to Prevention of Corruption Act, 1988, during the Request for Proposal (RFP) process and execution of the

Contract, in case we are awarded the work. We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorised Signature {In full and initials}:

Name and Title of Signatory:

10.4 Annexure-IV

Draft Performance Guarantee

(To be issued by a Bank)

This Deed of Guarantee executed at _____ by _____
(Name of the Bank) having its Head/ Registered office at _____

(hereinafter referred to as —the Guarantor) which expression shall unless it be repugnant to the subject or context thereof include its heirs, executors, administrators, successors and assigns;

In favour of Chief Executive Officer, OMBADC Bhubaneswar, Government of Odisha, having its office at Bhubaneswar , Odisha, India (hereinafter called —Chief Executive Officer OMBADC Bhubaneswar, Government of Odisha which expression shall unless it be repugnant to the subject or context thereof include its heirs, executors, administrators, successors and assigns);

Whereas M/s _____ an Agency/company/ firm formed under _____ (specify the applicable law) and having its registered office at _____ has been, consequent to conduct and completion of a competitive Request For Proposal (RFP) process in accordance with the letter of requirements document No. _____ dated __/__/2016 issued by Chief Executive Officer, OMBADC Bhubaneswar, Government of Odisha, and selected M/s _____ (hereinafter referred to as the Applicant) for the Agreement by Chief Executive Officer, OMBADC Bhubaneswar, Government of Odisha as more specifically defined in the aforementioned Document including statement of work and the Agreement executed between the Chief Executive Officer, OMBADC Bhubaneswar, Government of Odisha, and the Applicant. The Agreement requires the Applicant to furnish an unconditional and irrevocable Bank Guarantee for an amount of Rs. _____ /-(Rupees _____ only) by way of security for guaranteeing the due and faithful compliance of its obligations under the Agreement.

Whereas, the Applicant approached the Guarantor and the Guarantor has agreed to provide a
Guarantee being these presents:

Now this Deed witnessed that in consideration of the premises, we, _____ Bank hereby guarantee as follows:

1. The Applicant shall implement the Project, in accordance with the terms and subject to the conditions of the Agreement, and fulfil its obligations there under
2. We, the Guarantor, shall, without demur, pay to Chief Executive Officer, OMBADC Bhubaneswar, Government of Odisha an amount not exceeding INR _____ (Rupees _____ only) within 7 (seven) days of receipt of a written demand therefore from Chief

Executive Officer, OMBADC Bhubaneswar, Government of Odisha, stating that the Applicant has failed to fulfil its obligations as stated in Clause 1 above.

3. The above payment shall be made by us without any reference to the Applicant or any other person and irrespective of whether the claim of the Chief Executive Officer, OMBADC Bhubaneswar, Government of Odisha is disputed by the Applicant or not.
4. The Guarantee shall come into effect from _____ (Start Date) and shall continue to be in full force and effect till the earlier of its expiry at 1700 hours Indian Standard Time on _____ (Expiry Date) (both dates inclusive) or till the receipt of a claim, from the Chief Executive Officer, OMBADC Bhubaneswar, Government of Odisha, under this Guarantee, which is one month after the expiry of performance guarantee, whichever is earlier. Any demand received by the Guarantor from Chief Executive Officer OMBADC Bhubaneswar, Government of Odisha prior to the Expiry Date shall survive the expiry of this Guarantee till such time that all the moneys payable under this Guarantee by the Guarantor to Chief Executive Officer, OMBADC Bhubaneswar, Government of Odisha.
5. In order to give effect to this Guarantee, Chief Executive Officer, OMBADC Bhubaneswar, Government of Odisha shall be entitled to treat the Guarantor as the principal debtor and the obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Agreement or other documents by Chief Executive Officer, OMBADC Bhubaneswar, Government of Odisha or by the extension of time of performance granted to the Applicant or any postponement for any time of the power exercisable by Chief Executive Officer, OMBADC Bhubaneswar, Government of Odisha against the Applicant or forebear or enforce any of the terms and conditions of the Agreement and we shall not be relieved from our obligations under this Guarantee on account of any such variation, extension, forbearance or omission on the part of Chief Executive Officer, OMBADC Bhubaneswar, Government of Odisha or any indulgence by Chief Executive Officer OMBADC Bhubaneswar, Government of Odisha to the Applicant to give such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.
6. This Guarantee shall be irrevocable and shall remain in full force and effect until all our obligations under this guarantee are duly discharged.
7. The Guarantor has power to issue this guarantee and the undersigned is duly authorised to execute this Guarantee pursuant to the power granted under _____.

In witness, whereof the Guarantor has set its hands hereunto on the day, month and year first here-in above written.

Signed and Delivered by _____ Bank by the hand of Shri _____
its _____ and authorised office.

Authorised Signatory _____ Bank

10.5 Annexure V

A. Format for Professional Experience Citation as per Clause 1.1

Project Experience Details of Completed Eligible Project on Advisory for Rural and Socio-Economic Development related projects to Government of India/State Government with minimum fee of Rs. 10 Lakhs

S L N o	Name of Project	Start Date: Completion Date:	Eligible Assignment Name & Brief Description of Deliverables	Name of Employer/ Client, Address & Contact No	Approximate Contract fee Value in INR	No of Man months Services Provided and No of Staffs	Detail Description of actual Service Provided by the Agency	Name of the Senior Staff (Project Coordinator/Team Leader involved and function Performed)
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								

Name & Signature of Authorised Signatory

- For each Eligible assignment, the Bidder should indicate the duration of the assignment, the Contract Amount, the amount paid to bidder) and the bidders role and involvement.
- Bidders are expected to provide information in respect of Eligible Assignment
- For each assignment bidder should provide supporting proof of self-attested work order/contract copy/Completion Certificate.
- Experience as minor Partner will not qualify for evaluation

B. Format for Professional Experience Citation as per Clause 1.2 & PreQualification Criteria 5.1.5

Project Experience Details of Completed Eligible Project on providing Consultancy Services for full time PMU or equivalent of minimum 2 years duration with Consultancy fee Value of Rs.50 Lakhs

S L N o	Name of Project	Start Date: Completi on Date:	Eligible Assignment Name & Brief Description of Deliverables	Name of Employer/ Client, Address & Contact No	Approximate Contract fee Value in INR	No of Man months Services Provided and No of Staffs	Detail Description of actual Service Provided by the Agency	Name of the Senior Staff (Project Coordinator/Team Leader involved and function Performed)
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								

Name & Signature of Authorised Signatory

- For each Eligible assignment, the Bidder should indicate the duration of the assignment, the Contract Amount, the amount paid to bidder) and the bidders role and involvement.
- Bidders are expected to provide information in respect of Eligible Assignment
- For each assignment bidder should provide supporting proof of self-attested work order/contract copy/Completion Certificate.
- Experience as minor Partner will not qualify for evaluation

C. Format for Professional Experience Citation as per Clause 1.3

Project Experience Details of Completed Eligible Project on providing Consultancy Services for full time PMU mines affected Areas

S L N o	Name of Project	Start Date: Completi on Date:	Eligible Assignment Name & Brief Description of Deliverables	Name of Employer/ Client, Address & Contact No	Approximate Contract fee Value in INR	No of Manmonths Services Provided and No of Staffs	Detail Description of actual Service Provided by the Agency	Name of the Senior Staff (Project Coordinator/Team Leader involved and function Performed)
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								

Name & Signature of Authorised Signatory

- For each Eligible assignment, the Bidder should indicate the duration of the assignment, the Contract Amount, the amount paid to bidder) and the bidders role and involvement.
- Bidders are expected to provide information in respect of Eligible Assignment
- For each assignment bidder should provide supporting proof of self-attested work order/contract copy/Completion Certificate.
- Experience as minor Partner will not qualify for evaluation

D. Format for Professional Experience Citation as per Clause 1.4

Details of Professional Engaged by the Firms in its Payroll

SLNo	Name of Employee of Firm	Qualification	Designation	Contact No
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
...				
....				
....				
....				
.....				

10.6 Annexure-VI

Bidders Profile

1. Name of the Firm:
2. Year of Establishment:
3. Registered address of Office:
4. Shareholding of Bidder:
5. List of Directors
6. PAN:
7. GST Registration No
8. Telephone No. & Fax No:
9. E. Mail Address:
10. Details of Individual who will serve as the point of contact/communication to Employer:
 - a) Name:
 - b) Designation:
 - c) Company:
 - d) Address:
 - e) Telephone No:
 - f) Email Address:
 - g) Fax Number:
11. Particular of Authorised Signatory of Bidder
 - a) Name:
 - b) Designation:
 - c) Address:
 - d) Telephone No.:
 - e) Email Address:
 - f) Fax No:
12. Brief description of background of the firm for this assignment.
13. No. of years of proven experience of providing similar services.
14. Average Annual turnover of the Applicant (in INR) during the last three Financial Years. (Please attach copy of three Audited Financial Statements/Certificate from Statutory Auditor/Chartered Accountant)
 - A. 2016 - 2017
 - B. 2015 - 2016
 - C. 2014 - 2015

Signature of Authorized Person and seal

Name and designation Name of the Company

Dated:

Bidder shall submit self attested copy of Certificate of Incorporation/PAN /GST Registration Certificate

10.7 Annexure-VII

CV OF KEY PERSONNEL

A. Summary of Key Positions

SL No	Position	Name of the Expert	Qualification	Year of Relevant Experience (as required for Key Personnel) in years	Details of Eligible Projects
1	Team Leader				
2	Livelihood Expert				
3	Infrastructure Expert				
3	Social Development Expert				
4	M&E Expert				
5	Water Supply & Sanitation Expert				
6	District Coordinator-1				
7	District Coordinator-2				

B.CV of Key Position

1	Proposed Position			
2	Name of Firm			
3	Name of Staff			
4	Date of Birth			
5	Nationality			
6	Education	Degree	Institution	Year
7	Professional Memberships			
8	Reference	Name: Designation	Contact No: Address:	
9	Other Training & Publications			
10	Countries of Work			

	Experiences			
11	Language	Speak	Write	Read
12	Employment Record			
	Name of the Client	Sector	Position Held	Key Role
				Major Responsibility
i				
ii				
iii				
13	Employment Record justifies the task to be performed in this assignment	From : To:		Position Held
	Employer Name & Address with Contact No			
	Detail task assigned as per TOR			
	Details of Projects Handled(to be provided for all the eligible projects)	Project Duration-Start Date: End Date: Name of Client Involved: Contact No & Address: Scope of Work of the proposed expert involved in the project: Does the Project involve Mineral affected Areas:		

(Signature and name of the Key Personnel and authorised signatory of the Bidder)
Notes:

Use separate form for each Key Personnel

CV shall be signed and dated by both the Personnel concerned and by the Authorised Representative of the Bidder firm along with the seal of the firm.

:

ANNEXURE VII: TECHNICAL PRESENTATION

The bid for services must present the methodological approach and the programme of work in such a way that their suitability in regard to the terms of reference can be assessed and they can be compared with other qualified bids. This includes a statement of the work organization planned and the logistics. If there is an evident and considerable discrepancy between the terms of reference and the quantities given, the bid will not be considered. The text should state clearly how the task is to be undertaken and the deployment schedule of staff. In case the key staff is to be supported by additional staff, the same shall be reflected in the approach and methodology. The work plan and manning schedule shall be provided in the form of bar chart. It must be supplemented with diagrams, tables and in case of complex work, appropriate graphics.

The approach and methodology to be covered under the following heads:

- Understanding of the scope of work
- Proposed methodology of Consultant for undertaking the assignment
- Deployment of staff and logistics
- Technical approach
- Work Plan

.