



GOVERNMENT OF ODISHA
PLANNING AND CONVERGENCE DEPARTMENT

RFP No: 02/DMF/2024
PC-DMFC-DMF-0004-2024

Date: 16.03.2024

REQUEST FOR PROPOSAL

**“CONCURRENT EVALUATION OF FUNCTIONING OF DMF AND
IMPLEMENTATION OF DMF PROJECTS IN ANGUL, JAIPUR AND JHARSUGUDA”**

Planning and Convergence Department, Government of Odisha invites sealed proposal from eligible bidders to carry out **“CONCURRENT EVALUATION OF FUNCTIONING OF DMF AND IMPLEMENTATION OF DMF PROJECTS IN ANGUL, JAIPUR AND JHARSUGUDA”**. Bidders fulfilling the eligibility criteria and other requirements of the tender process, can access and download the complete RFP Document from the web sites of the department at <https://pc.odisha.gov.in> .

The major events under the bid process are:

Sl. No.	List of Key Events	Critical Dates
1	Date of Issue of RFP	16.03.2024
2	Last Date for Submission of Proposal	24.04.2024 upto 5.00 PM
3	Date of Opening of Technical Proposal	25.04.2024 at 11.30 AM
4	Date of Opening of Financial Proposal	To be intimated later

The proposal complete in all respect must reach the undersigned through **Speed Post/ Registered Post** only latest by **24.04.2024 upto 5.00 PM** in a sealed envelope clearly mentioning on the top of it **“REQUEST FOR PROPOSAL – CONCURRENT EVALUATION OF FUNCTIONING OF DMF AND IMPLEMENTATION OF DMF PROJECTS IN ANGUL, JAIPUR AND JHARSUGUDA”**. The proposals received beyond due date of submission will be out rightly rejected. The authority reserves the right to reject any / all proposals and cancel the selection process without assigning any reason thereof.

Address for Submission of Proposal:

Additional Secretary to Government, DMF Support Cell,
Planning & Convergence Department, Government of Odisha,
Lok Seva Bhawan, Bhubaneswar – 751001,
Email: dmfs.cell@gmail.com

Additional Secretary to Government
DMF Support Cell,
Planning and Convergence Department

REQUEST FOR PROPOSAL

**CONCURRENT EVALUATION OF FUNCTIONING OF DMF AND
IMPLEMENTATION OF
DMF PROJECTS IN ANGUL, JAJPUR AND JHARSUGUDA**



**GOVERNMENT OF ODISHA
PLANNING AND CONVERGENCE DEPARTMENT**

MARCH, 2024

CONTENTS

SL NO	BRIEF DESCRIPTION	PAGE
1	BIDDER DATA SHEET	4 - 5
2	SECTION -1: LETTER OF INVITATION (LOI)	6 - 8
3	SECTION - 2: INFORMATION TO THE BIDDERS	9 - 23
4	SECTION - 3: TERMS OF REFERENCE (ToR)	24 - 32
5	SECTION - 4: TECHNICAL PROPOSAL SUBMISSION FORMS	33 - 50
6	SECTION - 5: FINANCIAL PROPOAL SUBMISSION FORMS	51 - 55
7	SECTION - 6: ANNEXURES	56 - 60

DISCLAIMER

This Request for Proposal (RFP) is issued by the **Planning and Convergence Department, Government of Odisha**.

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

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

This RFP includes certain statements, information, projections and forecasts with respect to the proposed assignment. Such statements, information, projections and forecasts reflect various assumptions made by the management, officers and employees of the Client, which (the assumptions and the base information on which they are made) may or may not prove to be correct. No representation or warranty is given as to the reasonableness of forecasts or the assumptions on which they may be based and nothing in this RFP is, or should be relied on as, a promise, representation or warranty. The issue of this RFP does not imply that the Client is bound to select a Bidder or to engage the selected bidder, as the case may be, for the required service and the Client reserves the right to reject all or any of the proposals without assigning any reasons whatsoever

Planning and Convergence Department, Government of Odisha shall be the sole and final authority for selection of a consultant through this RFP.

BIDDER DATA SHEET

Sl. No.	Particular	Details
1.	Name of the Client	Planning and Convergence Department, Government of Odisha
2.	Method of Selection	Quality and Cost Based Selection (QCBS) Method
3.	Date of Issue of RFP	16.03.2024
4.	Deadline for Submission of Pre-Proposal Query	28.03.2024 upto 5.00 PM
5.	Issue of Pre-Proposal Clarification	03.04.2024
6.	Proposal Due Date	24.04.2024 upto 5.00 PM
7.	Date of opening of Technical Proposal	25.04.2024 at 11.30 AM
8.	Date of opening of Financial Proposal	To be intimated later
9.	Expected Date of Commencement of Assignment	JULY, 2024
10.	Bid Processing Fee (Non-Refundable)	Rs. 5,000/- (Rupees Five Thousand Only) in shape of Demand Draft in favour of "DDO-cum-Deputy Secretary to Government, Planning & Convergence Department" drawn in any scheduled commercial bank payable at Bhubaneswar
11.	Earnest Money Deposit (EMD)	Rs. 2,00,000/- (Rupees Two Lakh Only) in favour of "DDO-cum-Deputy Secretary to Government, Planning & Convergence Department" drawn in any scheduled commercial bank payable at Bhubaneswar
12.	Contact Person	Additional Secretary to Government, DMF Support Cell, Email: dmfs.cell@gmail.com

13.	Address for Submission of Proposal	<p>The Additional Secretary to Government, DMF Support Cell, Planning & Convergence Department Lok Seva Bhawan, Bhubaneswar, PIN-751001 Odisha, Email: dmfs.cell@gmail.com</p> <p>Mode of Submission: Speed Post / Registered Post only to the address as specified above during the office hours. Submission of bid through any other mode and late bid will be rejected.</p>
14.	Venue for Opening of Technical and Financial Proposal	<p>Conference Hall of Planning & Convergence Department, Lok Seva Bhawan, Government of Odisha, Bhubaneswar</p>

For details please visit: <https://pc.odisha.gov.in> (Website of Planning and Convergence Department)

SECTION: 1

LETTER OF INVITATION

LETTER OF INVITATION

RFP No :02/ DMF/ 2024

Dated: 16.03.2024

Assignment: CONCURRENT EVALUATION OF FUNCTIONING OF DMF AND IMPLEMENTATION OF DMF PROJECTS IN ANGUL, JAJPUR AND JHARSUGUDA

1. The **Additional Secretary to Government, DMF Support Cell, Planning and Convergence Department, Government of Odisha** (The Client) invites sealed proposal from eligible bidders under the selection process to conduct the study of “**CONCURRENT EVALUATION OF FUNCTIONING OF DMF AND IMPLEMENTATION OF DMF PROJECTS IN ANGUL, JAJPUR AND JHARSUGUDA**”. More details on the proposed study are provided at **Section-3: Terms of Reference (ToR)** of this RFP Document.
2. A Consultant will be selected under **Quality and Cost Based Selection (QCBS)** procedure as prescribed in the RFP Document in accordance with the policies and procedures as prescribed in the “**Odisha General Financial Rules, 2023, Chapter-6: Procurement of Goods and Services**” circulated vide *Office Memorandum No. 25914/F, Dated: 13.09.2023* of Finance Department, Government of Odisha.
3. The proposal complete in all respect as specified in the RFP document must be accompanied with a non-refundable **Bid Processing Fee** amounting to **Rs. 5,000/- (Rupees Five Thousand only)** and a refundable **Earnest Money Deposit (EMD)** amounting to **Rs. 2,00,000.00 (Rupees Two Lakh Only)**, both in the form of **Demand Draft** in favour of “**DDO-cum-Deputy Secretary to Government, Planning and Convergence Department**” drawn in any scheduled commercial bank and payable at Bhubaneswar, Odisha failing which the bid will be rejected.
4. The proposal must be delivered at the specified address as per the Bidder Data Sheet at **(Sl. No. 13)** by **Speed post / Registered Post** only. The Client shall not be responsible for delivery delay or any consequence. Submission of proposal through any other mode will be rejected.
5. The last date and time for submission of proposal complete in all respects is **24.04.2024 upto 5.00 pm** and the date of opening of the technical bid is **25.04.2024 at 11.30 AM** in the presence of the bidder’s representative at the specified address as mentioned in the Bidder Data Sheet **(Sl. No.14)**. Representative of the bidders may attend the meeting with due authorization letter on behalf of the bidder.
6. This RFP includes following sections:
 - a. Letter of Invitation [**Section – 1**]
 - b. Information to the Bidder [**Section – 2**]
 - c. Terms of Reference [**Section – 3**]
 - d. Technical Proposal Submission Forms [**Section – 4**]

- e. Financial Proposal Submission Forms [**Section –5**]
 - f. Annexures [**Section – 6**]
7. While all information/data given in the RFP are accurate within the consideration of scope of the proposed assignment to the best of the Client’s knowledge, the Client holds no responsibility for accuracy of information and it is the responsibility of the bidder to check the validity of information/data provided in this RFP document. The Client reserves the rights to accept / reject any/ all proposals / cancel the entire selection process at any stage without assigning any reason thereof.

**Additional Secretary to Government
DMF Support Cell
Planning and Convergence Department
Government of Odisha**

SECTION: 2

INFORMATION TO THE BIDDER

Conditions of Eligibility:

Bidder should read carefully the minimum conditions of eligibility (the “Conditions of Eligibility”) provided herein. Proposals of only those bidders who satisfy the Conditions of Eligibility will be considered for further evaluation. Before evaluation of the technical proposal, the proposal of each bidder will be evaluated with respect to the following conditions of eligibilities, subject to submission of the required documents / information as part of their technical proposal.

Sl. No.	Eligibility Criteria	Supportive Documents
1	<p>Bidder as single entity to be a Company as registered under Indian Companies Act, 1956 / 2013 or a Society registered under The Societies Registration Act, 1860 or a Trust registered under the Indian Trusts Act, 1882 or a Partnership Firm registered under the Indian Partnership Act, 1932 or a Limited Liability Partnership registered under The Limited Liability Partnership Act, 2008.</p> <p>Universities and Institutions recognized by University Grants Commission or any State or the Central Government with NAAC accreditation of minimum 'B' Grade.</p> <p><i>Consortium or Joint Venture not allowed</i></p>	<p>Certificate of Incorporation / Registration / Any valid legal document in support of formation of the entity</p>
2	<p>The bidder should have been in the consulting business for more than 10 years from the date of Incorporation on the last date of submission of the proposal.</p>	
3	<p>Successfully completed at least 3 assignments of similar nature (having Contract Value ≥ Rs. 20.00 Lakh and Duration ≥ 3 Months), i.e. Concurrent Evaluation / Impact Assessment / Process Monitoring / Baseline Survey for any social sector under Central / State Govt. / EAPs*/ Autonomous bodies operated under Government administrative control / International and National Organisation during the last 5 years**.</p>	<p>Copies of Work Order / Contract Document / Completion Certificate from the previous clients</p>

4	The average annual financial turnover must be Rs. 1.00 Cr from consulting business only during the last 5 financial years** .	Financial Details of the bidder (TECH -3) along with copies of the audited balance sheet and I/E Statement duly sealed and certified by the CA and the authorized representative of the bidder.
5	Bidder shall furnish an affirmative statement as to the existence of any potential conflict of interest on the part of the bidder due to prior, current or proposed agreements, engagements, or affiliations with the Client.	Self-Declaration from the Bidder as per the format (TECH - 5)

* **Externally Aided Projects (EAP) funded through Ministry of Economic Affairs, Govt. of India by World Bank, DFID, JICA, ADB, KfW and European Commission etc.**

** **Financial Years (18-19, 19-20, 20-21,21-22 and 22-23)**

2. Documents to be submitted along with TECHNICAL PROPOSAL:

The bidders must have to furnish the duly certified documents along with their Technical Proposal as mentioned below:

- Filled in Bid Submission Check List in Original (**Annexure-I**)
- Covering letter (**TECH – 1**) on bidder’s letterhead to participate in the bidding process.
- Bid Processing Fee and EMD as applicable
- Copy of Certificate of Incorporation/ Registration
- Copy of PAN
- Copy of Goods and Services Tax Identification Number (GSTIN)
- Copies of IT Return for the last three assessment years (**AY 2021-22, 2022-23 & 2023-24**).
- General details of the Bidder (**TECH – 2**).
- Financial details of the bidder (**TECH – 3**) along with all the supportive documents as applicable duly signed as per the instruction/s.
- Power of Attorney (**TECH – 4**) in favour of the person signing the bid on behalf of the bidder.
- Self-Declaration regarding any potential Conflict of Interest situations (**TECH -5**)
- Undertaking for not having been black-listed by any Central / State Government / Any other autonomous bodies/ International & National Organization in the recent past on its letter head (**TECH-6**).
- Duly filed in Technical Proposal Submission Forms (**TECH 7 to TECH 14**).

NB:

Bidders must have to submit the required supporting documents as mentioned above. Bids not conforming to the eligibility criteria and non-submission of required documents as listed above will lead to rejection of the bid. Submission of forged documents will also result in rejection of the bid. Bidders are advised to carefully go through all instructions, forms, terms & conditions and other information as

REQUEST FOR PROPOSAL

mentioned in the RFP document. The proposal must be complete in all respect, indexed and hard bound. Each page should be numbered and certified by the authorised representative. Failure to comply with the RFP requirements will result in outright rejection of the proposal.

3. Bid Processing Fee :

The bidder must furnish as part of technical proposal, the required bid processing fee amounting to **Rs. 5, 000/- (Rupees Five Thousand Only)** in shape of Demand Draft from any scheduled commercial bank in favour of “**DDO-cum-Deputy Secretary to Government, Planning and Convergence Department**” payable at Bhubaneswar. Proposal received without bid processing fee will be outrightly rejected. The bid processing fee is non-refundable absolutely.

4. Earnest Money Deposit (EMD):

The bidder must furnish, as part of the technical proposal, an Earnest Money Deposit (EMD) amounting to **Rs. 2,00,000/- (Rupees One Lakh Only)** in shape of Demand Draft from any scheduled commercial bank in favour of “**DDO-cum-Deputy Secretary to Government, Planning and Convergence Department**” payable at Bhubaneswar. The EMD of unsuccessful bidders shall be refunded after finalization of selection process and award of contract. The EMD of the successful bidder will be refunded only after furnishing of the required Performance Security and signing of the contract by the bidder. Bid not accompanied by the required EMD shall be rejected by the Client as non-responsive. The EMD will be forfeited under following reasons:

- Bidder withdraws its proposal during the bid validity period as specified in RFP
- Bidder does not respond to requests for clarification of its proposal.
- Bidder fails to provide required information during the evaluation process or is found to be non-responsive or has submitted false information in support of its qualification.
- If the bidder fails to
 - provide any clarification to the Client
 - agree to the decisions of the contract negotiation meeting
 - sign the contract within the prescribed time period
 - furnish required Performance Bank Guarantee within the prescribed time period as per the agreed terms and conditions of the RFP
 - fails to accept the offer without any justified reasons reason / fails to sign the contract within the allowed time period.
- Any other circumstance which holds the interest of the Client during the overall selection process.

5. Validity of the Proposal:

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

6. Submission of Pre-Proposal Queries:

Bidders can submit their queries as per the prescribed format provided at **(Annexure-II)** on the RFP and other details if any, to the Client by e-mail at dmfs.cell@gmail.com by **28.03.2024 up to 5:00 PM**. Clarifications to the above will be uploaded in the website for information of the bidders latest by **03.04.2024**. Queries submitted beyond the above deadline will not be entertained. Request for alteration/change in existing terms and conditions of the RFP will not be considered /entertained.

7. Submission of Proposal:

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

The procedure for submission of the proposal is described below:

- i) **Technical Proposal (Original + 1 Copy + Soft Copy in word format in USB Drive):**
The envelope containing technical proposal shall be sealed and superscripted as **“TECHNICAL PROPOSAL – CONCURRENT EVALUATION OF FUNCTIONING OF DMF AND IMPLEMENTATION OF DMF PROJECTS IN ANGUL, JAJPUR AND JHARSUGUDA”**. The duly filled-in technical proposal submission forms, soft copy in word format in USB Drive along with all the supportive documents and information have to be furnished as part of technical proposal as per the requirement.
- ii) **Financial Proposal (Original + 1 Copy + Soft Copy in pdf form in USB Drive):**
The envelope containing financial proposal shall be sealed and superscripted as **“FINANCIAL PROPOSAL – CONCURRENT EVALUATION OF FUNCTIONING OF DMF AND IMPLEMENTATION OF DMF PROJECTS IN ANGUL, JAJPUR AND JHARSUGUDA”**. The duly filled-in financial proposal submission forms should contain the detailed price offer and its required for the proposed assignment and have to be furnished as per the prescribed formats only along with soft copy in pdf form in USB Drive as part of financial proposal.

Both the above envelopes have to be sealed and placed inside a third main envelope with proper labeling of following information in bold:

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

Any deviation from the prescribed procedures / information / formats / conditions shall result in out-right rejection of the proposal. All the pages of the proposal have

REQUEST FOR PROPOSAL

to be sealed and signed by the authorized representative of the bidder. Technical and Financial bids with any conditional offer shall be outrightly rejected. All pages of the proposal must have to be sealed and signed by the authorized representative of the bidder. Any conditional bids will be rejected.

8. Opening of the proposal :

The Client will constitute a Consultant Evaluation Committee (CEC) to evaluate the proposals submitted by bidders. The FIRST ENVELOPE containing **TECHNICAL PROPOSAL** will be opened in the initial stage by the CEC in presence of the bidder's authorized representative at the location, date and time specified in the Bidder Data Sheet who wishes to attend. Only one representative with proper authorization letter from the participating bidder will be allowed to attend the bid opening meeting. The SECOND ENVELOPE containing **FINANCIAL PROPOSAL** of the technically qualified bidders only will be opened during the subsequent stage. The date and time for opening of the financial proposal will be intimated accordingly to the technically qualified bidders well in advance.

9. Evaluation of Proposal:

A three stage process will be adopted as explained below for evaluation of the proposals:

- **Preliminary Evaluation (1st Stage):** Preliminary evaluation of the proposals will be done to determine whether the proposal comply to the prescribed eligibility condition and the requisite documents / information have been properly furnished by the bidder or not. Submission of following documents / information will be verified:
 - ✓ Filled in Bid Submission Check List in Original (**Annexure-I**)
 - ✓ Covering letter (**TECH – 1**) on bidder's letterhead requesting to participate in the selection process
 - ✓ Bid Processing Fee and EMD as applicable
 - ✓ Copy of Certificate of Incorporation/ Registration
 - ✓ Copy of PAN
 - ✓ Copy of Goods and Services Tax Identification Number (GSTIN)
 - ✓ Copies of IT Return for the last three assessment years (**AY, 2021-22, 2022-23 and 2023-24**).
 - ✓ General Details of the Bidder (**TECH – 2**)
 - ✓ Financial Details of the bidder (**TECH – 3**) along with all the supportive documents as applicable duly signed and certified as per the instructions.
 - ✓ Power of Attorney (**TECH – 4**) in favour of the person signing the bid on behalf of the bidder.
 - ✓ Self-Declaration on Conflict of Interest (**TECH - 5**)
 - ✓ Undertaking for not being blacklisted in the recent past (**TECH -6**)
 - ✓ Duly filled in Technical Proposal Forms **TECH - 7 to TECH -14**.
 - ✓ All the pages of the proposal and enclosures / attachments are signed by the authorized representative of the bidder

Bid not complying to any of the above requirement will be outrightly rejected.

- **Technical Evaluation (2nd Stage):** Technical proposal will be opened and evaluated for those bidders who qualify the preliminary evaluation stage. Technical evaluation of the proposals of the qualified bidders shall be made as per the following technical parameters:

Bid Evaluation Parameters	Maximum Mark
<p>Specific Experience of the bidder (Prior experience in carrying out assignments of similar nature during last 5 years under Central / State Govt. / EAPs / Autonomous Bodies / National & International organization.</p> <p>A) Prior experience in carrying out assignment of similar nature during last 5 years in any sector = 5 Mark (1 Mark for Each Assignment) (Maximum 5 Assignments)</p> <p>B) Prior experience in carrying out assignment of similar nature during last 5 years in Social, NRM, Infrastructure Development and Livelihoods Sector = 5 Mark (1 Mark for Each Assignment) (Maximum 5 Assignments)</p>	10
<p>Understanding, Approach & Methodology of the bidder in response to the RFP</p> <p>A) Understanding about the objective and the scope of the proposed assignment = 5 Mark</p> <p>B) Approach and Methodology = 10 Mark</p> <p>C) Staff Deployment Strategy and Work Plan = 5 Mark</p>	20
Key Professionals proposed by the bidder for the assignment	50
Technical Presentation*	20
Grand Total	100

**** Bidders who secure above 60 marks from 90 marks during the evaluation of technical proposal will be called for technical presentation.***

Bidders will make a presentation before the Client during the technical evaluation stage. The objective of the presentation is to enable the Client to evaluate the bidders about their understanding and preparedness for the proposed assignment. Clarifications, if any, as required by the Client will be discussed during the meeting. The detail schedule along with an outline for presentation will be intimated to the qualified bidders before 7 days from the date of technical presentation. The financial proposals of the technically qualified bidders will be opened on same day / subsequent working day. Hence, the bidder should make available for the same. The bidder whose technical proposal secures a mark of **above 70** in the technical evaluation stage will be qualified for opening of the financial proposal.

- **FINANCIAL EVALUATION (3rd Stage):** The financial proposals of the technically qualified bidders only shall be opened at this stage in the presence of the bidder's representative who wishes to attend the meeting with proper authorization letter. The name of the bidder along with the quoted financial price only will be announced during the meeting.

10. Evaluation Process:

Quality and Cost Based Selection (QCBS) method will be followed during the overall selection process. Based on the evaluation of technical proposal, the technically qualified bidders shall be ranked highest to lowest Technical Score (ST) in accordance to the marks obtained during the technical evaluation stage. There shall be **70 % weightage** to technical score and **30 % weightage** to financial score.

Proposal with the lowest cost may be given a financial score of 100 and other proposals given financial scores that are inversely proportional to their prices with respect to the lowest offer. Similarly, proposal with the highest technical marks shall be given a score of 100 and other proposals be given technical score that are proportional to their marks with respect to the highest technical marks. The total score, both technical and financial, shall be obtained by weighing the quality and cost scores and adding them up. On the basis of the combined weighted score for quality and cost, the consultant shall be ranked in terms of the total score obtained. The proposal obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 bidder followed by the proposals securing lesser marks as H-2, H-3 etc. The proposal securing the highest combined marks and ranked H-1 will be invited for negotiations, if required and shall be recommended for award of contract. In the event two or more bids have the same score in final ranking, the bidder having higher technical score during the technical evaluation round will be considered as the H-1 bidder.

Example:

In a particular case of selection of consultant, it was decided to consider minimum qualifying mark for technically qualified as **70 (Seventy)** and the weightage of the technical bids and financial bids were kept as 70:30. In response to the RFP, three proposals, A, B & C were received. The technical evaluation committee awarded the following technical score:

A: 75 Mark B: 80 Mark C: 90 Mark

So, all the above three proposals were found to be technically qualified.

The formula for determining the Technical scores (ST) of all the above proposals is calculated as per the following procedure:

$$ST = (100 \times T/TH)$$

Where "ST" = Technical score

"TH" = Highest Technical Score secured by the qualified bidder

"T" = Technical Score of the Proposal under consideration.

Using the above formula, the individual technical score secured by the individual bidder are as follows:

$$A = 100 \times (75/90) = 83.33$$

$$B = 100 \times (80/90) = 88.88$$

$$C = 100 \times (90/90) = 100$$

The financial proposals of the above bidders were opened and the evaluated quoted prices are as under:

A: 120 INR

B: 100 INR

C: 110 INR

The lowest evaluated Financial Proposal (FM) is given the maximum financial score (SF) of 100. The formula for determining the financial scores (SF) of all other Proposals is calculated as per the following procedure:

$$\text{SF} = 100 \times (\text{FM} / \text{F})$$

Where “SF” = Financial score,

“FM” = Lowest Evaluated Financial Bid

“F” = Quoted Financial Bid under consideration

Using the above formula, the individual financial score secured by the respective bidder are as follows:

$$A = 100 \times (100/120) = 83.33$$

$$B = 100 \times (100/100) = 100.00$$

$$C = 100 \times (100/110) = 90.90$$

The weightage given to the Technical (T) and Financial (P) Proposals are: T = 0.7, and P = 0.3

Proposals are ranked according to their combined technical (ST) and financial (SF) scores using the weights (T = the weightage given to the Technical Proposal; P = the weightage given to the Financial Proposal:

Where **S = (ST x T) + (SF x P)**

Accordingly, the combine score secured by each bidder are as follows:

$$A = (83.33 \times 0.70) + (83.33 \times 0.30) = 83.33 = H3$$

$$B = (100 \times 0.70) + (100 \times 0.30) = 100.00 = H2$$

$$C = (90.90 \times 0.70) + (110 \times 0.30) = 98.19 = H1$$

The bidder **C** securing the highest evaluated Combined Score (S) of 98.19 with evaluated cost of Rs. 110.00 will be the preferred bidder and recommended for award of the contract observing due procedure. For the purpose of evaluation, the total evaluated cost shall be inclusive of all taxes for which the Client will make payment to the consultant including expenses, such as travel, accommodation, logistics, training/ workshop, preparation of reports / formats, printing & other secretarial expenses etc.

11. Performance Security:

Within 7 days of notifying the acceptance of proposal for the award of contract, the qualified bidder shall have to furnish a Performance Security amounting to **10% of the total contract value** in the form of Bank Guarantee (BG) / Term Deposit Receipt (TDR) from a scheduled commercial bank pledged to “**DDO-cum-Deputy Secretary to Government, Planning and Convergence Department**” on its local branch situated at Cuttack for a period of three months beyond the entire contract period (i.e. Performance Security must be valid from the date of effectiveness of the contract to a **period of 3 months beyond the contract period**) as its commitment to perform services under the contract.

If the Performance Security is furnished through BG, it must be furnished as per the format provide at **Annexure-III** of the RFP Document only. Any deviation to the prescribed format will lead to rejection of the BG by the Authority. The BG is to be authenticated by the local branch of the issuing bank at “Bhubaneswar” and a confirmation letter towards the same must be furnished by the bidder’s representative at the time of signing of the contract.

Failure to comply with the terms and conditions of the contract requirements, shall constitute sufficient grounds for the forfeiture of the performance security. The performance security shall be released immediately after three months of expiry of contract provided there is no breach of contract on the part of the selected bidder. No interest shall be paid on the performance security.

12. Contract Negotiation:

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

13. Award of Contract:

After completion of the contract negotiation stage, the Client will notify the successful bidder in writing by issuing an offer letter for signing the contract and promptly notify all other bidders about the result of the selection process. The successful bidders will be asked to sign the contract after fulfilling all formalities within 15 days of issuance of the offer letter. After signing of the contract, no variation or modification of the terms of the contract shall be made except by written amendment signed by both the parties. The contract would be valid for **4 Months** from the date of effectiveness of the contract and will be extended on mutual consent. ***Sub-contracting / outsourcing of any form shall not be allowed for any activities under the scope of the work as mentioned in this RFP.***

14. Conflict of Interest:

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

15. Disclosure:

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

16. Anti-corruption Measure:

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

17. Language of Proposals:

The proposal and all related correspondence exchanged between the bidder and the Client shall be written in the **English** language. Supporting documents and printed literature that are part of the proposal may be in another language provided they are accompanied by an accurate translation of the relevant passages in English with self-

certification for accuracy, in which case, for the purposes of interpretation of the Proposal, the translated version shall govern.

18. Cost of bidding:

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

19. Legal Jurisdiction:

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

20. Governing Law and Penalty Clause:

The timeline given for delivery is to be strictly adhered to in view of the strict time schedule. Any unjustified and unacceptable delay in delivery of the deliverable/s shall render the Consultant liable for liquidated damages and thereafter the Client holds the option for cancellation of the contract for pending activities and completes the assignment through any suitable source of delivery. The Client may deduct such sum from any money from their hands due or become due to bidder. The payment or deduction of such sums shall not relieve the Consultant from his obligations and liabilities under the contract. The rights and obligations of the Client and the Consultant under this contract will be governed by the prevailing laws of Government of India / Government of Odisha. Failure on Consultant's part to furnish the deliverables as per the agreed time line will enforce a penalty @ **1% per week subject to maximum of 10% of the total contract value**. The amount will be deducted from the subsequent payment. The implications of penalty will be governed by the agreed terms and conditions of the contract between parties.

21. Confidentiality:

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

22. Amendment of the RFP Document:

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

proposals. All clarifications and outcomes of the selection process will be published through the website of the Planning and Convergence Department. Hence, bidders are advised to refer to the designated website for all updates on the selection process.

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

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

24. Copyright, Patents and Other Proprietary Rights:

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

25. Replacement of Key Personnel:

The Key professionals to be deployed under this contract must be dedicated in nature. However, the Client reserves the right to request the Consultant to replace the deployed professional if they are not performing to a level of satisfaction. After written notification, the Consultant will provide CV of appropriate candidates within Seven **(7) days** for review and approval. The Consultant must replace the Professional within seven **(7) working days** from the date of approval of replacement. If one or more key personnel become unavailable / leave the project for any reason midway under the contract, the Consultant must notify the Client at least Fifteen **(15) days** in advance and obtain the approval prior to making any substitution. In notifying the Client, the Consultant shall provide an explanation of circumstances necessitating the proposed replacement and submit justification and qualification of replacement personnel in sufficient detail to permit evaluation of the impact on the engagement. Acceptance of a replacement person by the Client shall not relieve the consultant from responsibility for failure to meet the requirements of the contract. The Client expects all the Key Professional to be available during implementation of the assignment. The Authority will not consider substitution of Key Personnel except for reasons beyond its capacity or due to any critical health issues. Such substitution shall ordinarily be limited to One **(1) Key Professional** subject to equally or better qualified and experienced Professional being provided to the satisfaction of the Client.

In case of more than the above prescribed limit to such substitution, a sum equal to **1%** of the agreed Contract value shall be deducted from the subsequent Invoice of the Consultant. Frequent substitution of Professionals during the Contract period may leads to termination of the agreement. Change in Key Professional due to request of the Client also comes under the above condition.

26. Force Majeure:

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

27. Settlement of Dispute:

The Client and the Consultant shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or arising from or in connection with the Contract within thirty (30) days from the commencement of such informal negotiation. All dispute resolution proceedings shall be held at Bhubaneswar, Odisha, and the language of such proceedings and that of all documents and communications between the parties shall be in English. DC cum ACS to Government, Planning and Convergence Department will be the final authority to resolve any dispute arising between Client and the Consultant.

28. Disqualification of Proposal:

The proposal is liable to be disqualified in the following cases as listed below:

- Proposal submitted without Bid Processing Fee and EMD as applicable
- Proposal not submitted in accordance with the procedures and formats as prescribed in the RFP
- During validity of the proposal, or its extended period, if any, the bidder increases his quoted prices or tries to withdraw its proposal
- Proposal is received in incomplete form
- Proposal is received after due date and time for submission of bid
- Proposal is not accompanied by all the requisite documents / information
- A commercial bid submitted with own assumptions or conditions
- Bids with any conditional technical and financial offer
- If the bidder provides any assumptions in the financial proposal or qualifies the financial proposal with its own conditions, such proposals will be rejected even if the commercial value of such proposals is the lowest / best value

- Proposal is not properly sealed or signed
- Proposal is not conforming to the requirements of the scope of the work
- Same CV proposed by different bidders
- Bidder tries to influence the proposal evaluation process by unlawful/ corrupt/ fraudulent means at any point of time during the bid process
- If, any of the bid documents (including but not limited to the hard and soft/electronic copies of the same, presentations during evaluation, clarifications provided by the bidder), excluding the commercial bid, submitted by the bidder is found to contain any information on price, pricing policy, pricing mechanism or any information indicative of the commercial aspects of the bid;
- Bidders or any person acting on its behalf indulges in corrupt and fraudulent practices
- If the proposed remuneration for the support staff is below the minimum wages as fixed for the various category of manpower as per the notification of Government of Odisha vide OM No. 5639/LC, 02.11.2019.
- ***Any other condition / situation which holds the paramount interest of the Client during the overall section process.***

SECTION – 3

TERMS OF REFERENCE (ToR)

1. Introduction

District Mineral Foundations (DMFs) were established in all districts of Odisha following the framing of the Odisha District Mineral Foundations (ODMF) Rules, 2015 under the provisions of Section 9B of the MMDR Act, 1957. Pradhan Mantri Khanija Kshetra Kalyan Yojana (PMKKKY) guidelines were incorporated in DMF Rules, 2015.

DMF is mandated to implement various developmental and welfare projects/programmes in mining affected areas to minimize/mitigate the adverse impacts of mining related operations on the local community. DMFs also ensure to enhance the socio-economic conditions of the people in mining affected districts for long-term sustainable livelihood of the affected people. The major mineral resource districts, namely Angul, Jajpur, Jharsuguda, Keonjhar, Sundargarh, Koraput, Rayagada and Mayurbhanj have considerable amount of DMF contribution (99% of the total accrual in their Trusts), which are used for implementation of work/projects/programmes for the welfare of persons and areas affected by mining related operations.

It is envisaged in ODMF Rules, 2015 that fund of DMF Trusts are to be utilized for implementation in permissible activities like high priority activities and other priority activities. High priority activities include projects relating to drinking water, health care, education, sanitation, welfare of women and children, skill development, housing, connectivity etc. Similarly, activities under other priority include projects relating to physical infrastructure like roads, irrigation, energy, watershed development, afforestation etc.

A total of 10,734 projects have been taken up by March 2023 in approximately 10,460 villages (Table 1) in the three districts of Angul, Jajpur and Jharsuguda. Priority wise the number of projects taken up in each of these three districts is presented in Table 2.

Table 1: District-wise DMF intervened villages - An abstract (up to March 2023)					
District	Directly Affected		Indirectly Affected		Total
	High Priority	Other Priority	High Priority	Other Priority	
Angul	1744	1535	1412	203	4894
Jajpur	698	1356	1829	600	4483
Jharsuguda	495	180	342	66	1083
Total	2937	3071	3583	869	10460

Table 2: District and priority wise number of projects undertaken by March 2023

Districts	Jajpur			Angul			Jharsuguda		
Activities	No. of projects	Total sanctioned amount (in Crore Rs.)	Total expenditure (in Crore Rs.)	No. of projects	Total sanctioned amount (in Crore Rs.)	Total expenditure (in Crore Rs.)	No. of projects	Total sanctioned amount (in Crore Rs.)	Total expenditure (in Crore Rs.)
High priority									
Drinking Water	1642	206.50	95.52	724	1159.42	952.51	22	618.95	411.59
Education	351	229.67	96.46	1350	372.41	193.42	252	164.16	90.05
Environment	13	121.10	47.29	208	6.16	2.70	234	67.65	33.35
Health	90	257.49	156.17	507	174.62	119.26	117	55.53	44.90
Housing	61	4.59	3.03	0	0	0	18	0.66	0.30
Livelihoods	158	104.21	35.88	37	110.90	23.48	121	66.59	19.67
Common social and economic infrastructure	0	0	0	0	0	0	10	198.73	12.90
Road to unconnected habitans	12	26.80	16.43	26	30.19	7.40			
Sanitation	205	28.94	16.35	71	19.17	6.92	7	23.52	0.53
Skill Development	13	36.01	5.55	40	24.96	14.62	22	18.13	10.85
Welfare of Women and Children	71	6.48	4.98	209	32.83	8.95	151	19.69	5.84
Welfare of aged and disabled people	0	0	0	13	24.30	17.60	62	31.87	26.75
Other priority									
Afforestation	26	23.44	21.58	34	7.42	2.81	18	12.02	9.54
Energy & Watershed Development	54	4.10	3.26	57	27.73	15.95	29	13.32	9.42
Irrigation	10	120.54	104.28	253	27.27	24.42	173	235.10	215.67
Physical Infrastructure	1859	892.86	372.79	1374	267.64	146.43	30	97.17	50.15

2. Rationale for the present assignment

An evaluation of the completed projects is felt necessary to get insights about the functioning of the DMF Trusts and implementation of the projects aimed at development and welfare of the mining affected area and the affected people. This evaluation will provide inputs to assess the present status and also provide opportunities for course correction wherever necessary.

3. Scope and Objective of the present assignment

The evaluation will be limited to the three districts of Angul, Jajpur and Jharsuguda. It will focus on implementation issues and impacts of both high priority and other priority activities in both directly affected and indirectly affected villages. Besides,

The objectives of the evaluation are:

- To examine the extent to which the DMF project objectives and design respond to beneficiaries.
- To examine convergence of the interventions with other interventions of the State.
- To examine the implementation mechanism of DMF projects.
- To find out the extent to which the DMF projects have achieved or are expected to achieve their objectives.
- To measure the cost-effectiveness and timeliness of the project interventions.
- To assess the impact of the DMF projects on the beneficiaries.
- To find out the extent to which the net benefits of the intervention continue or are likely to continue.
- To recommend necessary changes for efficient and effective implementation of DMF projects.

4. Methodology

The evaluation will be a sample study which envisages employing analytical rigour to produce credible outputs in terms of analysing the impact of the DMF project interventions on the intended beneficiaries and finding out the bottlenecks affecting the implementation process.

A total of 100 sample villages to be selected for the purpose and from each village at least 10 beneficiary households will be selected as respondents. Further, efforts should be made to assign proportional weightage (refer Table 1) to choose villages belonging to each category.

The objective of the **cost-benefit analysis (CBA)** here would be to find out value for money. In other words, the Consultant will examine the cost-effectiveness *vis-à-vis* the contribution of the projects, particularly the infrastructure projects as per the needs of the mining affected people. At least one project from each category of projects in each district will be sampled for the purpose. Considering that infrastructure projects are built in sectors like rural roads, irrigation systems, school buildings, health centres, drinking water facilities, energy substations and other physical infrastructure, at least seven (7) CBAs must be conducted in each district. Thus, in total **21 CBAs** need to be conducted as part of the evaluation. Further, it may be noted that while the individual CBAs can be placed as Annexures, the critical findings from such exercise must for part of the study report.

It is required that the **project management component of at least 21 projects be analysed** scrupulously like CBA.

The study will involve collection of both qualitative and quantitative data and their analysis. Further, data will be collected from both primary and secondary sources. The study methodology, sample size and data collection tools will be finalised between the Consultant and the Client, i.e. Planning and Convergence (P&C) Department and its techno-managerial partner, the Programme Performance and Outcome Monitoring Unit (PPOMU), Finance Department, Government of Odisha in an inception workshop. Similarly, the draft report of the study will be discussed in a state level workshop with a larger audience involving the Planning and Convergence Department and Finance Department / PPOMU and based on the feedback received during the workshop, the draft report will be finalised. **Conducting and managing both the Inception Workshop and the Final Workshop will be the responsibility of the Consultant.**

5. Deliverables and Corresponding Time Frame

The Consultant is expected to deliver the following deliverables during the assignment.

5.1 Inception Report:

- A note on the sampling methodology. **(Maximum 2 pages)**
- A brief note on the study methodology and study tools to be used. **(Maximum 2 pages)**
- A note on the detailed plan for data collection with timelines for key milestones. **(Maximum 2-3 pages)**
- To organise and conduct a state level inception workshop involving officials of Planning and Convergence Department and Finance Department/PPOMU and submit a report on the workshop proceeding including the feedback points. **(Maximum 2 pages)**
- Based on the feedback from Client, an **Inception Report** mentioning final samples to be studied, final data collection plan, study methodology and tools. **(Maximum 10 pages)**

5.2 Draft Study Report

- Detailed analysis of the study done and submission of the draft study report. **(Maximum 100 pages in A4 size paper written in Arial font, size 11 and 1.5 space excluding an Executive Summary of maximum 5 pages)**
Note: Before writing the draft study report, the Consultant is required to share the chapter plan with the Client and take their approval for finalisation prior to submission.

5.3 Final Workshop on sharing study findings

- A note for discussion with stakeholders including study objectives, methodology, sample covered and major study findings to discuss the draft study report in the state (stakeholders) workshop for feedback and suggestion. **(Maximum 4 pages)**
- To organise and conduct the state level workshop with various stakeholders and a report on the workshop proceeding including the feedback points. **(Maximum 2 pages)**

5.4 Final Study Report

- Incorporating the feedback/suggestions from the state level workshop and submission of the final report. (**Maximum 100 pages** in A4 size paper written in Arial font, size 11 and 1.5 space excluding an Executive **Summary of maximum 5 pages**)

NB: It is the sole responsibility of the consultant to organize and to conduct the Inception and final Sharing workshops conforming to the tentative estimation of 30 and 50 participants respectively. The above workshops needs to be organized in a lucrative environment taking into consideration of the expenses towards workshop materials , logistics, working lunch/ snacks and other incurred expenses. Hence, consultant needs to propose detail component wise budget taking into consideration of all the above requirements in its financial proposal.

6. Deliverables *vis-a-vis* time frame

The Consultant shall commence work within a week of signing of the contract and shall complete the assignment within **Four (4) months** from the date of signing of the contract. **Table 3** summarizes the deliverables *vis-à-vis* the time frame of the study.

Table3: Deliverables *vis-à-vis* time frame

SI. No.	Deliverables	Corresponding time frame
1	Conducting Inception Workshop and submission of Inception Report including finalizing of the methodology and work plan under the study	1 month from start of the study
2	Submission of Draft Study Report	Month 1.0 – 3.0
3	Conducting Final Workshop on sharing study findings	Month 3.0 – 4.0
4	Submission of Final Study Report	Month 3.0 – 4.0

Note: All reports being submitted to the Client are to be supplied in Seven (7) hard copies in spiral bound with good quality photography along with soft copy in USB drive in print ready PDF Format.

7. Composition of the Consulting team

Besides having a **Project Manager**, the Consultant team should have three **Development Experts**, three **Economists** (to conduct CBA), three **Project Management Experts** three **Research Coordinators** and six **Field Investigators**. While the Project Manager is expected to spare a minimum 30 man-days time during the assignment, each of the three Development Experts is expected to contribute minimum 40 man-days, each Economist will contribute 30 man-days and each Project Management Expert will contribute 30 man-days. Each Research Coordinator is expected to spare minimum 35 man-days

during the assignment, whereas each of the 6 Field investigators will spare a minimum of 25 man-days time during the assignment. The proposed staff structure is represented in Figure 1.

Figure 1: Proposed staff structure for the present assignment



- A. Project Manager:** This key person should have project management experience of at least 10 years involving evaluation studies on issues pertaining to socio-economic development. The Project Manager should have at least post-graduate qualification in Social Sciences, Management including Rural Management, Rural Development or Natural Resource Management. The Project Manager should spend at least 10 days in the field interacting with different stakeholders to gain understanding about the project.
- B. Development Expert:** This key person in the project is required to have extensive experience in social development including developing and implementing evaluation frameworks, and measuring the achievements against predefined indicators. The person should have at least post-graduation qualification in social sciences with a minimum of 10 years of working experience in evaluation projects. This Expert should be well versed with sampling, research designs, evaluation techniques, study instrument designing, data analysis (both qualitative and quantitative) and should have proven track record of producing quality reports. This expert must spend at least 20 days in visiting the field and collecting relevant information.
- C. Economist:** This key person must be an economics post-graduate with minimum 8 years of experience in evaluating projects and conducting cost-benefit analysis. This expert must spend at least 15 days in visiting the field and collecting relevant information pertaining to cost-benefit analysis.
- D. Project Management Expert:** The Project Management Expert must be an MBA or a post-graduate in Social Sciences with minimum 10 years of relevant experience. S/he must have substantial experience in conducting evaluation of projects. This expert must spend at least 15 days in visiting the field and collecting relevant information.

- E. Research Coordinator:** This key person in the project is required to coordinate all field activities including ensuring quality of data being collected. S/he should have at least a Post-Graduate degree in Social Sciences and must have more than 5 years of relevant experience. S/he is required to spend at least 30 days in the field.

Besides, the Consultant shall engage at least 6 field investigators who should possess at least a Bachelor's degree and should have at least three years of experience of similar assignment. Each field investigator is expected to devote a minimum of 25 man-days time in conducting field work and collecting data.

8. Reporting Arrangements

The Consultant shall work under the direct supervision of the DC-cum-ACS, Planning and Convergence Department and will report to her. The Consultant is required to coordinate with PPOMU, Finance Department and the Nodal Officer from the Planning and Convergence Department for execution of the assignment.

9. Roles and responsibilities of Client/Consultant

• Planning and Convergence Department

- ✓ Approval of RFP and TOR
- ✓ Conducting bidding process
- ✓ Constituting Consultant Evaluation Committee
- ✓ Selecting the Consultant
- ✓ Entering into agreement with the Consultant
- ✓ Constituting Consultant Monitoring Committee
- ✓ Providing technical inputs on the study to the Consultant from time to time
- ✓ Administrative facilitation
- ✓ Ensuring independence of work
- ✓ Providing necessary logistics supports such as provision of hired vehicles for outstation visit, field accommodation and other incidental services during field visit of the PPOMU team along with implementing agency officials for study monitoring purpose.
- ✓ Release of payment to Consultant on certification of the output by PPOMU, FD

• PPOMU, FD

- ✓ Communication with Planning and Convergence Department.
- ✓ Preparation of TOR & RFP
- ✓ Representation in selection process
- ✓ Quality check of survey methodology, instruments, data outputs
- ✓ Certification of the outputs
- ✓ Close follow up, technical inputs and close coordination with the Consultant

• Consultant

- ✓ Undertake the assignment and complete different tasks/outputs under agreed TOR.

10. Payment Terms and Schedules

Table 3 provides details of payment terms and schedules.

Table 3

Sl. No.	Deliverables	% of total payment payable
1	Conducting Inception Workshop and submission of Inception Report including finalizing of the methodology and work plan under the study	20
2	Submission of Draft Study Report	50
3	Conducting Final Workshop and submission of Final Study Report	30

11. Consultant Monitoring Committee (CMC)

A Consultant Monitoring Committee (CMC) will be constituted by DC cum ACS, Planning and Convergence Department consisting of officials from Planning and Convergence Department to monitor the activities and deliverables of the Consultant for the proposed assignment from time to time. Monitoring in each phase of the assignment will be done by the Committee and comments provided by the Committee must have to be complied by the Consultant accordingly.

SECTION: 4

TECHNICAL PROPOSAL SUBMISSION FORMS

TECH -1

COVERING LETTER

(ON BIDDERS LETTER HEAD)

[Location, Date]

To

**The Additional Secretary to Government
DMF Support Cell, Planning and Convergence Department
Government of Odisha
Lok Seva Bhavan Bhubaneswar - 751001**

**Subject: CONCURRENT EVALUATION OF FUNCTIONING OF DMF AND
IMPLEMENTATION OF DMF PROJECTS IN ANGUL, JAJPUR AND JHARSUGUDA.
[TECHNICAL PROPOSAL]**

Dear Sir,

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

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

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

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

Yours faithfully,

Authorized Signatory with Date and Seal:

Name and Designation: ____

Address of Bidder: _

TECH -2

General Details of Bidder

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

Authorized Signatory [In full and initials]:

Name and Designation with Date and Seal: _____

TECH -3

Financial Details of Bidder

Financial Information in INR						
Details	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	Average
Turnover from Consulting Business Only (In Cr.)						
<p>Supporting Documents:</p> <p>Audited certified financial statements for the last three FYs (2018-19, 2019-20, 2020-21, 2021-22 and 2022-23) (Submission of copies of Income & Expenditure Statement and Balance Sheet for the respective financial years is mandatory along with the Technical Proposal)</p> <p>Filled in information in this format must have to be jointly certified and sealed by the CA and the authorized representative of the bidder and to be furnished in original along with the technical proposal failing which the proposal will be out rightly rejected. No scanned copy will be entertained.</p>						

Signature and Seal of the Auditor with Date and Seal (In original)

Name of the Audit Firm:

Unique Document Identification Number (UDIN):

ICAI Membership No:

Address with Contact Details:

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

Communication Address of the Bidder: _____

[NB: No Scanned Signature will be entertained]

TECH – 4

(On Bidder's Letter Head)

FORMAT FOR POWER OF ATTORNEY

I, _____, the **<Designation>** of **<Name of the Organisation>** in witness whereof certify that **<Name of person>** is authorized to execute the attorney on behalf of **<Name of Organisation>**, **<Designation of the person>** of the organisation acting for and on behalf of the organisation under the authority conferred by the Date **<date of reference>** has signed this Power of attorney at **<place>** on this day of **<day><month>**, **<year>**.

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

Name of the Authorized Representative:

(Signature of the Authorized Representative with Date)

CERTIFIED:

Signature, Name & Designation of person executing attorney with Seal:

Address of the Bidder:

TECH – 5

**INFORMATION REGARDING ANY CONFLICTING ACTIVITIES AND DECLARATION
THEREOF**

Are there any activities carried out by your agency which are of conflicting nature as mentioned in Section 2: [Information to the Bidder] under Eligibility Criteria: Para (6). If yes, please furnish details of any such activities.

If no, please certify,

IN BIDDERS LETTER HEAD

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

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

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

Communication Address of the Bidder: _____

TECH - 6

Form for self-declaration of not being blacklisted

(To be submitted on Bidder's Letter Head)

In response to the RFP No. _____, Dated: _____

Name of the Assignment: _____

I/We hereby declare and solemnly swear that our Company / firm is not been banned / blacklisted as on date by any competent court of Law, forum or any State Government or Central Government or their agencies or by any statutory entities or any PSUs.

AND, if at any stage the declaration/statement on oath is found to be false in part or otherwise, then without prejudice to any other action that may be taken, I/We, hereby agree to be treated as a disqualified Bidder for the on-going tender process. In addition to the disqualification the proposal, our concern/entity may be banned / blacklisted.

AND, that I/We shall have no right whatsoever, to claim for consideration of our bid at any stage and the RFP, if any to the extent accepted may be cancelled.

Authorized Signatory : _____

Name and Designation with Date and Seal: _____

TECH - 7

BIDDER'S ORGANISATION
(Brief Profile)

[Provide here a brief description regarding professional background of the organisation]

Authorized Signatory *[In full and initials]:*

Name and Designation with Date and Seal: _____

[NB: Bidder needs to restrict the above information within 3-5 pages only]

TECH - 8

Bidder's Experience

CATEGORY –I

(TABLE– A)

(List of completed assignment of similar nature in any sector during last 5 FYs)

Sl. No.	Period	Name of the Assignment with details thereof	Name of the Client	Contract Value in INR	Date of Award / Commencement of assignment	Date of Completion of assignment	Remarks if any
A	B	C	D	E	F	G	H
1							
2							
3							
4							
5							

Maximum 5 Assignments

CATEGORY –II

(TABLE –B)

(List of completed assignments of similar nature in the Social, NRM, Infrastructure Development & Livelihoods Sector only during last 5 FYs)

Sl. No.	Period	Name of the Assignment with details	Name of the Client	Contract Value in INR	Date of Award / Commencement of assignment	Date of Completion of assignment	Remarks if any
A	B	C	D	E	F	G	H
1							
2							
3							
4							
5							

Maximum 5 Assignments

Authorized Signatory [*In full and initials*]:

Name and Title of Signatory with date and seal

NB:

- ***Bidders are requested to furnish the information up to 5 projects only from each category. Completed Projects having contract value \geq Rs. 20.00 Lakh and duration \geq 3 months during the last 5 FYs (18-19, 19-20, 20-21, 21-22 and 22-23) will be taken into consideration for evaluation. Copies of Work Order / Contract Document / Completion Certificate for the respective assignments need to be furnished along with the technical proposal.***
- ***Bidders must ensure that the eligible assignments submitted under TABLE-A and TABLE-B above in their technical proposal (TECH - 7) should be exclusive of each other. If assignments are repeated in both categories, marks will be assigned in only one category.***

TECH - 9

Bidder's Experience

[Using the format below, provide information on each assignment for which your organisation was legally contracted as **single entity** for carrying out consulting services similar to the ones requested under this assignment during last **five financial years**]

FORM – I
(Assignment of similar nature in any sector)

Assignment name:	Value of the contract (in INR):
Location:	Duration of assignment (months):
Name of Client:	Total No. of staff-months of the assignment:
Address:	
Start date (month/year): Completion date (month/year):	No. of professional staff-months provided by associated Consultants:
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

Authorized Signatory [In full and initials]:

Name and Designation with Date and Seal: _____

[NB: 5 Best Assignments in any sector other than the relevant sector, write up restricted to 1 page only]

TECH -10

Bidder's Experience

[Using the format below, provide information on each assignment for which your organisation was legally contracted as **single entity** for carrying out consulting services similar to the ones requested under this assignment during last **five financial years**]

FORM – II

Assignment of similar nature undertaken in Agriculture & Allied Sector, Natural Resources Management and Livelihood Sectors

Assignment name:	Value of the Contract (in INR):
Location:	Duration of assignment (months):
Name of Client:	Total No. of staff-months of the assignment:
Address:	
Start date (month/year): Completion date (month/year):	No. of professional staff-months provided by associated Consultants:
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

Authorized Signatory [In full and initials]:

Name and Designation with Date and Seal: _____

[NB: 5 Best Assignments in the relevant sector and write up restricted to 1 page only]

TECH - 11

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

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

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

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

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

Authorized Signatory [In full and initials]:

Name and Designation with Date and Seal: _____

TECH -12

**DESCRIPTION OF APPROACH, METHODOLOGY AND WORKPLAN TO UNDERTAKE THE
ASSIGNMENT**

[Technical approach, methodology and work plan are key components of the technical proposal. In this Section, bidder should explain his understanding of the scope and objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output.]

A. Understanding of Scope, Objectives and Completeness of response

Please explain your understanding of the scope and objectives of the assignment based on the Terms of Reference (ToR), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. ***Please do not repeat/copy the ToR here.***

B. Description of Approach/Methodology:

C. Study Management Plan:

D. Staff Deployment Strategy:

The bidder should propose and justify the structure and composition of the team and should enlist the main activities under the assignment in respect of the Key Professionals responsible for it.

Team Composition and Task Assignment

Sl. No.	Name of Key Professional / Staff	Position Assigned	No. of Input Days			Task assigned
			*Field	Office	Total	
1						
2						
3						
4						
5						

(Please provide the details of all the Key Experts and Support Staff to be deployed for the proposed assignment as per the format.

Authorized Signatory [In full and initials]:

Name and Designation with Date and Seal: _____

NB: Bidders are requested to furnish the above information limiting it up to 5-7 pages only with Arial Font Size-11.

TECH - 13

Format of Curriculum Vitae (CV) for Proposed Key Expert

[For each position of key professional separate form Tech -11 will be prepared]

1. Proposed Position:

2. Name of Firm:

3. Name of Staff:

4. Date of Birth:

5. Years with Firm:

6. Nationality:

7. Education:

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

8. Membership in Professional Associations:

9. Other Trainings:

10. Countries of Work Experience:

11. Languages:

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

12. Employment Record:

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

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

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

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

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

Certification:

I, the undersigned, certify that to the best of my knowledge and belief that this CV correctly describes my qualifications and past experiences. I will undertake this assignment for the full project duration in terms of roles and responsibilities assigned in the technical proposal or any agreed extension of activities thereof. I understand that any misstatement herein leads to disqualification of CV. I declared that my CV has not been proposed by any other bidder under the current bidding process.

Date:

Signature of Key Professional with Date _____

Authorized Signatory [In full and initials]: _____

Name and Designation with Date and Seal: _____

NB: CV write-up restricted to 3 pages only with quality information relevant to the key professional requirements. CVs not signed by the proposed resources and the authorized representative will not be considered for evaluation.

TECH – 14

WORK PLAN FOR THE PROPOSED ASSIGNMENT

PROPOSED WORKPLAN

Month →	1	2	3	4	5
<u>Sequence of Alignments Activities / Sub Activities</u> ↓					

Indicate all main activities and related sub activities under the proposed assignment and proposed schedule of Implementation.

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

Name and Designation with Date and Seal: _____

SECTION: 5

FINANCIAL PROPOSAL SUBMISSION FORMS

FIN-1

COVERING LETTER

(In Bidder's Letter Head)

[Location, Date]

To

The Additional Secretary to Government
DMF Support Cell, Planning and Convergence Department
Government of Odisha
Lok Seva Bhavan Bhubaneswar - 751001

**Subject: CONCURRENT EVALUATION OF FUNCTIONING OF DMF AND
IMPLEMENTATION OF DMF PROJECTS IN ANGUL, JAJPUR AND JHARSUGUDA
[FINANCIAL PROPOSAL]**

Sir

I, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal No. _____, Dated: _____. Our attached Financial Proposal is for the sum of [**Insert amount(s) in words and figures***]. This amount is inclusive of the taxes applicable as per GST Act. I do hereby undertake that, in the event of acceptance of our bid, the services shall be provided in respect to the terms and conditions as stipulated in the RFP document.

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the proposal of **180 days**. I have carefully read and understood the terms and conditions of the RFP and do hereby undertake to provide the service accordingly.

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

I remain,

Yours faithfully,

Authorized Signatory [In full and initials]:

Name and Designation of Signatory with Date and Seal:

Address of the Bidder:

—

**Amount must match with the one indicated in FIN-2*

FIN-2

SUMMARY OF FINANCIAL PROPOSAL

Sl. No.	Particulars	Amount in INR
A	Remuneration of Key Experts and Support Staff (Detail Break up to be provided under FIN-3)	
B	Overhead Expenses (Component wise detail break up to be provided under FIN-4)	
C	Consulting Fee (A+B)	
D	GST @18% of C	
Grand Total (INR) (C + D)		
In Words		

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

Authorized Signatory [In full and initials]: _____

Name and Designation with Date & Seal: _____

FIN - 3

BREAK-UP OF REMUNERATION OF KEY EXPERTS AND SUPPORT STAFF

Sl. No.	Name of the Key Expert	Proposed Position & Requirement	Unit Rate in INR / Man Day (A)	Proposed Man Day (B)	Total Amount in INR (A X B)
1		Project Manager (1)		30	
2		Development Expert (3)		120	
3		Economist (3)		90	
4		Project Management Expert (3)		90	
5		Research Coordinator (3)		105	
6		Field Investigator (6)		150	
Grand Total in INR					
In Words					

NB: Bidders are requested to propose a reasonable daily remuneration rate for the Key Experts and Support Staff. Any proposed daily remuneration rate for the support staff found below the minimum daily wages as fixed for the different category of manpower as notified by the state government will be out rightly rejected.

Authorized Signatory [In full and initials]: _____

Name and Designation with Date & Seal: _____

FIN - 4

BREAK-UP OF OVERHEAD EXPENSES

Sl. No.	Description of Activity	Unit	Quantity	Unit Price in INR	Total Amount in INR
1					
2					
3					
4					
Grand Total in INR					
In Words					

Add extra rows if required for each activity

Authorized Signatory [In full and initials]: _____

Name and Designation with Date & Seal: _____

SECTION - 6

ANNEXURES

Annexure – I

BID SUBMISSION CHECK LIST

Sl. No.	Description	Submitted (Yes/No)	Page No.
TECHNICAL PROPOSAL (ORIGINAL +1 COPY+ SOFT COPY IN USB IN WORD FORMAT)			
1	Filled in Bid Submission Check List (ANNEXURE-I)		
2	Covering Letter (TECH -1)		
3	Bid Processing Fee of Rs. 5,000/- in form of DD		
4	EMD of Rs.2,00,000/- in the form of DD		
5	Copy of Certificate of Incorporation / Registration of the Bidder		
6	Copy of PAN		
7	Copy of Goods and Services Tax Identification Number (GSTIN)		
8	Copies of IT Returns for the last 3 AYs (21-22, 22-23 and 23-24)		
9	General Details of the Bidder (TECH - 2)		
10	Financial details of the bidder (TECH - 3) along with all the supportive documents such as copies of Profit – Loss Statement and Balance Sheet for the concerned period		
11	Power of Attorney (TECH - 4) in favour of the person signing the bid on behalf of the bidder.		
12	Self-Declaration on Potential Conflict of Interest (TECH - 5)		
13	Undertaking for not have been black-listed by any Central / State Govt./any Autonomous bodies during in the recent past (TECH-6)		
14	Duly Filled in Technical Forms along with required documents (TECH 7 to TECH 14)		
FINANCIAL PROPOSAL (ORIGINAL + 1 COPY + SOFT COPY IN USB in PDF FORMAT)			
1	Covering Letter (FIN-1)		
2	Summary of Financial Proposal (FIN-2)		
3	Breakdown of Remuneration of Experts / Support Staff (FIN - 3)		
4	Breakdown of Overhead Expenses (FIN -4)		

Undertaking:

- *All the information have been submitted as per the prescribed format and procedure.*
- *Each part has been separately bound with no loose sheets and each page of all the two parts are page numbered along with Index Page.*
- *All pages of the proposal have been sealed and signed by the authorized representative.*

Authorized Signatory [In full and initials]: _____

Name and Designation with Date and Seal: _____

Annexure – II

FORMAT FOR SUBMISSION OF PRE-PROPOSAL QUERY

The bidders will have to ensure that their queries in soft copy with covering letter should addressed to the “**Additional Secretary to Government, DMF Support Cell, Planning and Convergence Department, Government of Odisha**” through email at **dmfs.cell@gmail.com** latest by **28.03.2024 up to 5:00 PM** as per the prescribed format mentioned below.

Sl. No.	Page Number / Section of RFP Document	Current Provision / RFP Text	Query from the Bidder
1.			
2.			
3.			
4.			
5.			
6.			

Authorized Signatory [In full and initials]: _____

Name and Designation with Date and Seal: _____

[Any deviation to the above prescribed format will not be taken into consideration for clarification. The Client shall not responsible for ensuring that the bidders' queries have been received by them. Any request for clarification post submission date and time as per the Bidder Data Sheet of the RFP shall not be entertained by the Client. The purpose of pre proposal clarification is to provide the bidders with information regarding the RFP terms and conditions, selection process and terms of reference for the assignment. The Client will endeavor to provide timely response to the queries by uploading the same in its website. No individual responses to be provided and its responsibility of the bidder to acknowledge the clarification from the reliable sources prior to preparation of its proposal. However, the client 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 submitted by the bidders.]

PERFORMANCE BANK GUARANTEE FORMAT

To

**The DDO-cum- Deputy Secretary to Government
Planning and Convergence Department
Government of Odisha**

WHEREAS..... (Name and address of the Consultant) (hereinafter called “the Consultant”) has undertaken, in pursuance of RFP No..... Dated to undertake the service of (description of services) (herein after called “the contract”).

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

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

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

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

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

This performance bank guarantee shall be valid until the **..... day of, 2024**
Our branch at Bhubaneswar (Name & Address of the Bank) is liable to pay the guaranteed amount depending on the filing of claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our Bhubaneswar branch a written claim or demand and received by us at our .Bhubaneswar branch on or before Dt.....otherwise bank shall be discharged of all liabilities under this guarantee thereafter.

.....
(Signature of the authorized officer of the Bank)
.....
Name and designation of the officer
.....
.....
Seal, name & address of the Bank & Branch