

REQUEST FOR PROPOSAL

RFP No.: 1663
Date : 29.06.2020

Project Name: DDU-GKY(Deen Dayal Upadhyaya-Grameen Kaushalya Yojana), ORMAS
Method: QCBS (Quality & Cost Based Selection)
Name of Assignment: Selection of Agencies for Establishment and Operation of Two Migration Support Centers (Pune & Bengaluru under DDU-GKY (Deen Dayal Upadhyaya-Grameen Kaushalya Yojana), ORMAS



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

Odisha Rural Development & Marketing Society
SIRD Campus, Unit-VIII, Bhubaneswar-751012
Tel: 0674-2565871, E-mail: ormashq@gmail.com,
URL: www.ormas.org

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DISCLAIMER

The information contained in this Request for Proposal document ("RFP") or any other information subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf of the Client or any of its employees or advisers, is provided to the Bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Client to the prospective Bidders or any other person. The purpose of this RFP is to provide interested Bidders with information that may be useful to them in the formulation of their Proposals pursuant to the RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Client in relation to the Services. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Client, its employees or advisers to consider the objectives, technical Staff and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidders is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Client accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Client, its employees and advisers make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles

of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense, which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this selection process.

The Client also accepts no liability of any nature whether resulting from negligence or otherwise however caused or arising from reliance of any Bidder upon the statements contained in this RFP.

The Client may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the Client is bound to select a Bidder or to appoint the selected Agency, as the case maybe, to provide the Services and the Client reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Client or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Bidder and the Client shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Proposal, regardless of the conduct or outcome of the selection process.

Letter of Invitation

RFP No.

Dated: .

1. This is with reference to the RFP, the Client ORMAS invites proposals from the intended agency for Selection of Agencies for Establishment and Operation of two Migration Support Centers (Pune & Bengaluru under DDU-GKY(Deen Dayal Upadhyaya-Grameen Kaushalya Yojana), ORMAS. We are herewith inviting proposals from the reputed agencies to provide consulting services. The detailed RFP can be downloaded which is available at www.ormas.org.
2. The duration of the engagement will be for three years with renewal each year on satisfactory performance and mutual consent of both parties.
3. It is not permissible to transfer this invitation to any other firm.
4. A firm will be selected under Quality & Cost Based Selection (QCBS), weight age shall be given weight age 70% on Technical and 30% on financial proposal. The firm having highest (H1) score among the responsive bid shall be awarded the Contract. The details are given later part of this RFP.
5. Amendments/corrigendum, if any, would be posted on the ORMAS website www.ormas.org
6. The last date for submission of response to proposal is 22nd July 2020 (3pm).
7. The Agency shall submit a signed and complete Proposal comprising the documents and forms. The submission can be made by speed post/ Courier/ dropping the full proposal in the tender box.
8. The RFP includes the following documents:
 - a. Section 1 - Letter of Invitation
 - b. Section 2 - Instructions to Bidders and Data Sheet
 - c. Section 3 - Technical Proposal (FTP) - Standard Forms
 - d. Section 4 - Financial Proposal - Standard Forms
 - e. Section 5 - Terms of Reference
 - f. Section-6- Draft Contract
9. Please submit your proposal in below mentioned address by post/ speed post/ courier/ Tender box:

10.The detailed crucial dates for invitation of RFP for the Assignment

Schedule for Invitation	Dates
Name of the Client & Address for Submission of Proposals	The Chief Executive Officer ORMAS, SIRD Campus Unit-8,Bhubaneswar, PIN-751012,Odisha
Issue of RFP Document	1 st July 2020
Pre-Proposal queries through the email: ormashq@gmail.com	6 th July 2020 by 5 PM
Pre-Proposal Conference	7 th July 2020 at 3.30 PM
Amendment of RFP to be published(If any)	Within 7 days of Pre-bid Meeting.
End Date and Time of submission of Technical and Financial Proposal	22 nd July 2020 by 3 PM
Tentative Time, Place and date for opening of the Technical Proposal	22 nd July 2020 at 4 PM
Tentative Time, Place and date for opening of the technical presentation	Date & venue for technical presentation will be informed to the qualified bidders.
Tentative Time, Place and date for opening of Financial Proposal	Date & venue for technical presentation will be informed to the bidders.
Tentative Date for signing of Contract	20 th August 2020
Likely Commencement of Service	25 th August 2020
EMD(Refundable) & Bid Processing Fee (Non-Refundable)	Rs. 50,000/- & 5,900/- (including GST)
Proposal Validity Period	90 days from the date of opening of Technical proposal.

- Incomplete Offers/ proposals or those received after specified time and date or not fulfilling the specified requirement will not be considered.
- Mode of Submission: Speed Post / Registered Post / Dropped in the Tender Box at ORMAS office only to the address as specified above during the office hour only. Submission of bid through other mode will be out rightly rejected.

Yours Sincerely,

Sd/-

Rajesh Prabhakar Patil, IAS
Chief Executive Officer,
ORMAS, SIRD & PR Campus, Unit- VIII,
Bhubaneswar, 751012, Odisha
E-mail: ormashq@gmail.com

Section2. Instructions to Bidders and Data Sheet

A. General Provisions

1. Definitions

- i. **“Additional Resource”** means any professional and support staff, in addition to the Staffs, who may be engaged by the Agency to provide the Services.
- ii. **“Affiliate”** means, in relation to a Bidder, a person who controls or is controlled by such Bidder, or a person who is under the common control of the same person who controls such Bidder.
- iii. **“Applicable Law”** means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time.
- iv. **“Bidder”** means any person that submits a Proposal pursuant to this RFP.
- v. **“Clause”** means a clause of the ITB.
- vi. **“Client”** means ORMAS (Odisha Rural Development and Marketing Society) the implementing agency that will sign the Contract for the Services with the selected Agency.
- vii. **“Companies Act”** means the (Indian) Companies Act, 1956 or the (Indian) Companies Act, 2013, to the extent applicable.
- viii. **“Agency”** means the successful Bidder selected by the Client in accordance with this RFP to enter into the Contract to provide the Services.
- ix. **“Contract”** means the legally binding written agreement to be executed between the Client and the selected Agency.
- x. **“Control”** in relation to a Person, means: (i)the ownership, directly or indirectly, of more than 50% of the voting shares of such Person; or (ii)

the power, directly or indirectly, to direct or influence the management and policies of such Person by operation of law, contract or otherwise. The term “Controls” and “Controlled” shall be construed accordingly.

- xi. **“Data Sheet”** means the data sheet set out in Part E of Section 1 with specific details and information to supplement (and not override) the general provisions set out in Part A of the ITB.
- xii. **“Day”** means a calendar day.
- xiii. **“Eligibility Criteria”** means, collectively, the financial eligibility criteria and the technical eligibility criteria specified in the Data Sheet and the other eligibility criteria specified in Clauses 10 and 11 which a Bidder is required to satisfy to be qualified as an eligible Bidder for award of the Contract.
- xiv. **“EMD”** shall have the meaning ascribed to it in Clause 17.
- xv. **“Financial Proposal”** means the financial proposal of the Bidder comprising the documents set out in section 3.
- xvi. **“GoO”** means the Government of Odisha
- vii. **“GoI”** means the Government of India.
- xix. **“Staff”** means an individual proposed to be engaged by a Bidder, if selected as the Agency, who must have the minimum qualification and experience as specified in the Terms of Reference for the position that such individual is proposed to hold.
- xx. **“ITB”** mean the Instructions to Bidders set out in Section 1 of the RFP that provides the Bidders with all the information needed to prepare their Proposals.
- xxi. **“CEO”** means Chief Executive Officer of the Client
“PR&DW” means the Panchayati Raj & Drinking Water Department, Govt. of Odisha
- xxii. **“Person”** means any individual, company, corporation, firm, and partnership, trust, limited

liability partnership, co-operative society, Government Company or any other legal entity.

- xxiii. **“Performance Security”** shall have the meaning ascribed to it in Clause 22.
- xxiv. **“Project Associate”** means the pool of additional resources who may be engaged by the Agency to provide additional services as per the request of Client.
- xxv. **“Proposal”** means the submissions made by a Bidder pursuant to the RFP, which will include the Qualification Documents, Technical Proposal and the Financial Proposal.
- xxvi. **“Proposal Due Date”** means the last date for submission of the Proposals, as specified in the Data Sheet.
- xxvii. **“Qualification Documents”** means the documents submitted by the Bidder to demonstrate its eligibility in accordance with Section 2.
- xxviii. **“RFP”** means this, request for proposal along with its schedules, annexures and appendices and includes any subsequent amendment issued by the Client.
- xxix. **“Services”** means the work to be performed by the Agency pursuant to the Contract, as described in greater detail in the TOR and RFP.
- xxx. **“Technical Proposal”** means the technical proposal of the Bidder comprising the documents set out in Section 2.
- xxxi. **“TOR or Terms of Reference”** means the terms of reference set out in Section 6 of the RFP that explain the objectives, scope of work, activities, tasks to be performed, respective role and responsibilities of the Client and the Agency, and expected results and deliverables of the project.
- xxxii. **“Joint Venture (JV)”** means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all

business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.

2.Introduction

2.1 ORMAS is an autonomous professional body under the aegis of Panchayati Raj & Drinking Water Department, Government of Odisha. ORMAS was constituted under the Societies Registration, Act of 1860, in the year 1991, engaged in Livelihood promotion, Marketing of Rural Products, Skill Development & Placement and Mahila Kishan Sashaktikaran Pariyojana (MKSP) and operating in 30 districts of Odisha. Ever since inception, ORMAS (Odisha Rural Development and Marketing Society) is the first and only organization of its type, under the Panchayati Raj Department, Government of Odisha, facilitating sustainable livelihoods for rural producers, under different poverty alleviation programmes. In the process, providing training, capacity building, value addition, adopting key activity approach and adopting clusters, thus bringing economic hope and promise to rural Odisha and India.

ORMAS is the nodal agency for the implementation of the DDU GKY project in the state. The total training target for the financial year 2019-22 is 150000 Nos. and the placement target is 105000 Nos. approximately. Till date ORMAS has achieved training of 146000 candidates and placed 106000 candidates.

ORMAS has been instrumental in the field of skill development of rural youths of Odisha and it has been following certain mandates in order to ensure successful implementation of the programme:

- Mobilization of Rural Youth
- Skill Enhancement of rural youth
- Policy framing and advocacy for Skill Development Programmes.
- Capacity Building of project implementing Agencies (PIAs) and Skill Development Cell
- Designing skill development promotional strategies
- Documentation of best practices on pilot basis and scaling up
- Placement and Post placement Tracking
- To put in place proper documentation procedure of each process.

There are two MSCs to be implemented by the Agencies. They are:

1. Centre A. Bengaluru).
2. Centre B. Pune (Maharashtra)

22 The Contract (appended to the RFP at Section 6), which will be signed between the Client and the Selected Bidder is for a term of 12 months, which term may be extended on mutually acceptable terms and conditions up to maximum 3 years.

23 The Client has adopted a single-stage bid process for selection of the Agency. Bidders who are eligible in accordance with Clauses of the RFP are invited to submit their Proposals for providing the Services, which will consist of three parts: (a) Qualification Documents; (b) Technical Proposal; and (c) Financial Proposal, each in the formats specified in Section 2 and 3.

24 The evaluation of the Proposals will be carried out in three sub-stages:

- a) The first sub-stage will involve qualification of the Bidders based on evaluation of their Qualification Documents to determine only those Bidders who are found to meet the Eligibility Criteria will be qualified for the next sub-stage.
- b) In the second sub-stage, the Technical Proposals of the eligible and qualified Bidders will be evaluated to determine compliance with the requirements of this RFP. Only those Bidders who score at least the minimum qualifying technical score, as specified in the Data Sheet, on their Technical Proposals will be eligible for evaluation of their Financial Proposals in the third and final sub-stage.
- c) In the third and final sub-stage, the Financial Proposals of the eligible and qualified Bidders whose Technical Proposals have received at least the minimum qualifying technical score will be evaluated and scored in accordance with the formula specified in the Data Sheet. The Proposals of the qualified Bidders will be finally ranked on the basis of their combined weighted technical score and financial score, with 70% weightage being assigned to the Technical Proposal and 30% weightage to the Financial Proposal.
- d) The highest ranking Bidder will be invited to participate in negotiations with the Client in accordance with Clause 29. Thereafter, upon completion of the negotiations, the Client will issue a letter of award to the highest ranking Bidder, declaring the highest ranking Bidder to be the selected Agency. Following receipt of the letter of award, the Bidder will furnish the Performance Security in accordance with Clause 22, fulfill any other conditions specified in the letter of award and execute the Contract with the Client.

- e) The Bidders should familiarize themselves with the local conditions and take them into account in preparing their Proposals. Bidders may attend the pre-bid meeting, which will be held on the date specified in the Data Sheet, during which the Bidders will be free to seek clarifications and make suggestions to the Client on the scope of the Services or otherwise in connection with the RFP. Attending any such pre-bid meeting is optional and is at the Bidders' expense.
- f) The statements and explanations contained in the RFP are intended to provide the Bidders with an understanding of the scope of the Services. Such statements and explanations should not be construed or interpreted as limiting in any way or manner: (i) the scope of the rights and obligations of the Agency, as set out in the Contract; or (ii) the Client's right to alter, amend, change, supplement or clarify the rights and obligations of the Agency or the scope of the Services or the terms of the Contract. Consequently, any omissions, conflicts or contradictions in the RFP are to be noted, interpreted and applied appropriately to give effect to this intent. The Client will not entertain any claims on account of such omissions, conflicts or contradictions.
- g) The Client will endeavor to provide to the Bidders, in a timely manner and at no additional cost, the inputs, relevant project data, responses to queries and reports required for the preparation of the Proposals as specified in the Data Sheet.
- h) The Client will endeavor to adhere to the timelines set out in the Data Sheet for carrying out the bid process and award of the Contract.
- i) It will be assumed that Bidders will have accounted for all relevant factors, including technical data, and applicable laws and regulations while submitting the Proposals.

3. Conflict of Interest

3.1 The Bidder is required to provide professional, objective, and impartial advice, at all times holding the Client's interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.

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

b. Conflicting assignments Conflict among consulting assignments: a bidder (including its Staffs and Sub-Agency) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the bidder for the same or for another Client.

c. Conflicting relationships Relationship with the Client's staff: a bidder (including its Staffs and Sub-Agency) that has a close business or family relationship with a professional staff of the Borrower (or of the Client, or of implementing agency, or of a recipient of a part of the Bank's financing) who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Bank throughout the selection process and the execution of the Contract.

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

5. Corrupt and Fraudulent Practices 5.1 The Bidder (including its officers, employees, agents and advisors), its Personnel and Affiliates shall observe the highest standards of ethics during the bid process. Notwithstanding anything to the contrary in this RFP, the Client shall reject a proposal without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has directly or indirectly

through an agent engaged in any corrupt practice, fraudulent practice, coercive practice, collusive practice, undesirable practice or restrictive practice, as defined in Section 5.

5.2 To this end, the Bidder shall permit and shall cause its agents and Personnel to permit the Client to inspect all accounts, records, and other documents relating to the submission of the Proposal and in case of the Agency, the performance of the Contract and to have them audited by auditors appointed by the Client.

6. Eligibility

6.1 A company incorporated under the Companies Act or an equivalent law outside India or a partnership firm or limited liability partnership registered in India or in any other jurisdiction, which meets the Eligibility Criteria shall be eligible to submit a Proposal. However, the bidder must have a valid GST registration in India. The detail requirement mentioned in the Data sheet.

6.2 For the purposes of this RFP, consortiums/JV are allowed for enhance their qualifications. The lead bidder in the consortium shall be solely responsible for delivery of services envisaged under this RFP.

- i.* The consortium partner(s), through a consortium agreement / MOU duly signed by the authorised signatories, shall designate the roles of each partner.
- ii.* The lead member / partner of the consortium should meet the eligibility criteria as stipulated in eligibility criteria.
- iii.* The consortium agreement shall designate one of the partner to be the coordinator (Lead Consultant) with the client and shall be authorised to receive instructions for and on behalf of partners of the consortium.
- iv.* All statutory documents of the consortium shall be furnished.
- v.* The consortium and its members shall be jointly and severally responsible and be held liable for the purpose of guaranteed obligation and any other matter as required under the contract and shall be responsible for execution of the assignment.
- vi.* The consortium shall have a maximum of 2 members

7. Rights of the Client

- 7.1 The Client, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- (i) suspend the bid process and/or amend and/or supplement the bid process or modify the dates or other terms and conditions relating thereto prior to the issuance of the letter of award to the Agency;
 - (ii) reject a Proposal, if: (A) at any time, a material misrepresentation is made or uncovered; or (B) the Bidder in question does not provide, within the time specified by the Client, the supplemental information sought by the Client for evaluation of the Proposal.
 - (iii) accept or reject a Proposal, annul the bid process and reject all Proposals, at any time prior to the issuance of the letter of award to the Agency, without any liability or any obligation for such acceptance, rejection or annulment and without assigning any reasons whatsoever to any Bidder.

8. General Considerations

In preparing the Proposal, the Bidder is expected to examine the RFP in detail. The RFP must be read as a whole. If any Bidder finds any ambiguity or lack of clarity in the RFP, the Bidder must inform the Client at the earliest to seek clarity on the interpretation of the RFP. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.

9. Cost of Preparation of Proposal

The Bidder shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any Proposal, and reserves the right to annul the selection process at any time prior to award of the Contract, without assigning any reason and without incurring any liability to the Bidder. The detail required cost is described in the Data sheet.

- 10. Language** The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Bidder and the Client shall be written in the language(s) specified in the Data Sheet.
- 11. Documents Comprising the Proposal** (a) The Proposal shall consist of 2 parts: (a) Qualification Documents & the Technical Proposal; and (b) the Financial Proposal. Each part will comprise the documents and forms listed in Clauses 15 and 16.
- 12. Only One Proposal** (a) ORMAS shall hire agencies for two nos MSCs. The Bidder can participate in multiple MSCs. The Bidder shall propose their proposal separately for each MSCs. More than one proposal for one MSC shall be rejected.
1. **Centre A. Bengaluru (Karnataka).**
 2. **Centre B.Pune (Maharashtra)**
- 13. Proposal Validity** (a) Each Proposal must remain valid for the period specified in the Data Sheet.
- (b) During the Proposal validity period (as specified in the Data Sheet), the Bidder shall maintain its original Proposal without any change.
- Extension of Validity Period** (a) The Client will make its best effort to complete the bid process and select the agencies within the Proposal's validity period specified in the Data Sheet. However, should the need arise, the Client may request, in writing, all Bidders who submitted Proposals prior to the Proposal Due Date to extend the Proposals' validity.
- (b) If the Bidder agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the continued availability of the Key Staffs.
- (c) The Bidder has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated, and the EMD of such Bidder will be returned in the manner set out in this RFP.
- (d) In the event a Bidder agrees to extend the validity of its Proposal, the validity of the EMD submitted by such Bidder along with the Proposal (where the EMD is submitted in the form of a bank guarantee) will also be extended for an equivalent period.
- Sub-Contracting** (l) The Agency shall not subcontract the whole of the Services

**14.
Clarification
and
Amendment
of the RFP**

- i. The Bidder may request a clarification of any part of the RFP prior to the last date for submission of queries, as indicated in the Data Sheet. Any queries or requests for additional information in relation to the RFP should be submitted in writing or by email. The envelope or communication must clearly bear the following subject line – "Selection of Agency for Establishment and Operation of Migration Support Centre(MSC)": Queries or Request for Additional Information" and sent to the address/number/e-mail address indicated in the Data Sheet. The Client shall make reasonable efforts to respond to the queries or request for clarifications on or before the date specified in the Data Sheet. The Client's responses to Bidder queries (including an explanation of the query but without identifying its source) will be made available to all Bidders and shall be uploaded on the Client's website. It shall be the Bidder's responsibility to check the Client's website for the responses to the queries or requests for clarification. The Client may, but shall not be obliged to communicate with the Bidders by e-mail, notice or other means it may deem fit about the issuance of clarifications.

The Client reserves the right not to respond to any query or provide any clarification, in its sole discretion, and nothing in this RFP shall be taken to be or read as compelling or requiring the Client to respond to any query or to provide any clarification. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:

- (a) At any time before the Proposal Due Date, the Client may amend the RFP by issuing an amendment. The amendments shall be uploaded on the Client's website and will be binding on the Client and the Bidders. The Bidders shall update themselves by visiting the Client's website regularly and the Client bears no responsibility for any Bidder's failure to do.
- (b) If the amendment is substantial, the Client may extend the Proposal Due Date to give the Bidders reasonable time to take an amendment into account in their Proposals.
- (c) Verbal clarifications and information given by the Client or any other Person for or on its behalf

**15.
Qualification
Documents,
Technical
Proposal
Format and
Content**

- shall not in any way or manner be binding on the Client.
- ii. The Bidder may substitute, modify or withdraw its Proposal at any time prior to the Proposal Due Date. No Proposal shall be substituted, withdrawn or modified after the time specified in the Data Sheet on the Proposal Due Date.
- a) The Qualification Documents and Technical Proposal are un-priced proposals and shall not include any financial information. A Qualification Documents and Technical Proposal containing material financial information shall be declared non-responsive.
- b) The Qualification Documents submitted by a Bidder shall comprise the following for each proposal for each MSCs separately;

1. Centre A. Bengaluru(Karnataka)

2. Centre B.Pune (Maharashtra)

- c)
- (i) The Qualification Documents Proposal Submission Form in the form attached at Appendix 1;
 - (ii) Details of the Bidder in form set out at Appendix 2;
 - (iii) The bid document processing fee in the form of a demand draft drawn in favour of the Client;
 - (iv) The EMD: If the Bidder is submitting the EMD in the form of a bank guarantee, it must be in the format set out at Appendix 3. The bidder must submit EMD for each MSCs separately.

1. Centre A. Bengaluru(Karnataka)

2. Centre B.Pune (Maharashtra)

- (v) A power of attorney for signing the Proposal in the format set out in Appendix 4;
- (vi) Financial qualification of the Bidder in the format set out in Appendix 5 along with copies of duly audited financial statements for the financial years being considered for the purposes of evaluation of the Bidder's financial capacity;
- (vii) Technical qualification of the Bidder in the format set out in Appendix 6 along with supporting certificates from clients;
- (viii) Affidavit certifying that the Bidder is not blacklisted in the format set out in

Appendix 7;

- (x) Copy of service tax registration in India; and.
- (xi) Duly certified copy of the Bidder's certificate of incorporation/certificate of registration issued under its applicable laws.

- (d) The Technical Proposal submitted by a Bidder shall comprise the following:
 - i. Comments and suggestions on the TOR and facilities to be provided by the Agency in the format set out in Form TECH-1;
 - ii. Description of approach, methodology, and work plan in the format set out in Form TECH-2;
 - iii. Reporting Requirements in the format set out in Form TECH-3;
 - iv. Key Staff and curriculum vitae of Key Staffs in the format set out in Form TECH-4; and

The Bidder shall not propose alternative Key staff. Only one CV shall be submitted for each Key staff as indicated in the TOR. Failure to comply with this requirement will make the Proposal non-responsive. **The CV of proposed staff must not be repeated in multiple proposals, if found so, their entire proposal shall be rejected.**

**16.
Financial
Proposal**

- (a) The Financial Proposal submitted by the Bidder shall comprise the following:
 - v. Financial Proposal Submission Form in the format set out in Form FIN-1;
 - vi. Summary of costs in the format set out in Form FIN-2; and
 - vii. Breakdown of remuneration in the format set out in Form FIN-3.
 - viii. Breakdown of Programme Support Cost in Form Fin-4

**Price
Adjustment**

- (b) The consulting fee for the Key Staff and the Programme Support cost quoted by the Agency in its Financial Proposal shall be adjusted as mentioned in the Data Sheet.

Taxes

- (c) The Agency and its Staff are responsible for meeting all tax liabilities arising out of the Contract.

**Currency
of
Proposal**

- (d) The Bidder shall submit its Financial Proposal in Indian Rupees.

**Currency
of
Payment**

- (e) Payments under the Contract shall be made in Indian Rupees.

**17.
Earnest
Money
Deposit**

- (a) An Earnest Money Deposit (EMD) amount as indicated in the Data Sheet in the form of a demand draft or irrevocable, unconditional and on-demand bank guarantee drawn in favour of the ORMAS and payable at Bhubaneswar. The bidder must submit EMD along with the Proposal. In case of multiple proposal, the bidder shall submit the EMD separately for each MSC;
1. Centre A. Bengaluru (Karnataka)
 2. Centre B.Pune (Maharashtra)
- (b) Proposals not accompanied by EMD shall be rejected as non-responsive.
- (c) The EMD submitted along with the Proposal will remain valid till the validity of the Proposal, including any extensions thereof.
- (d) No interest shall be payable by the Client for the sum deposited as EMD.
- (e) Unless forfeited in accordance with Clause 18 below, the EMD of the unsuccessful Bidders will be returned within 1 month of signing of the Contract with the Agency. The EMD of the selected Bidder (i.e., the Agency) will be returned upon the selected Bidder furnishing the Performance Security in accordance with Clause 22.
- (f) Exemption rule of EMD is not applicable.

**18.
Forfeiture
of EMD**

The EMD shall be forfeited and appropriated by the Client as mutually agreed genuine pre-estimated compensation and damages payable to the Client for the time, cost and effort of the Client, without prejudice to any other right or remedy that may be available to the Client under the RFP or in law under the following conditions:

- (a) If a Bidder withdraws or modifies its Proposal during the Proposal validity period or any extension agreed by the Bidder thereof.
- (b) If a Bidder is disqualified in accordance with Clause 3;
- (c) If the Bidder tries to influence the evaluation process or engages in corrupt, fraudulent, coercive or undesirable practice or restrictive practice as set out in Section 5.
- (d) If a Bidder is declared the first ranking Bidder and it:

- i. Withdraws its Proposal during negotiations. However, failure to arrive at a consensus between the Client and the first ranked Bidder shall not be construed as withdrawal of proposal by the first ranked Bidder;
- ii. fails to furnish the in accordance with Clause 22 of the RFP;
- iii. fails to sign and return, as acknowledgement, the duplicate copy of the letter of award;
- iv. fails to fulfil any other condition precedent to the execution of the Contract, as specified in the letter of award; or
- v. fails to execute the Contract.

**19.
Bid documents and Processing Fees**

- i. All Bidders are required to pay the amount as indicated in the Data Sheet towards the cost of bid documents processing fees as follows:
 - a. Bid document processing fee shall be paid through demand draft drawn in favour of the ORMAS (Please refer the Data Sheet).
 - b. The bid document processing fee is non-refundable.
- ii. The bidder must submit bid document and processing fee along with the Proposal. In case of multiple proposal, the bidder shall submit the bid document and processing fee separately for each MSC;
 - 1. Centre A. Bengaluru (Karnataka)
 - 2. Centre B. Pune (Maharashtra)

Please note that the Proposal, which does not include the Bid documents and processing fees, would be declared as non-responsive and accordingly, rejected.

C. Submission, Opening and Evaluation

**20.
Submission, Sealing, and Marking of Proposals**

- (a) The Bidder shall submit a signed and complete Proposal comprising the documents specified in the Clauses.
- (b) The Proposal shall be submitted in physical form (hard copy) and will be hand delivered or sent by registered post, speed post or courier in the manner and to the address specified in the Data Sheet:
The Client will not be responsible for any delays, loss or non-receipt of Proposals. Proposals submitted by fax, telegram or e-mail shall be rejected.

Each Proposal must be typed or written in indelible ink and an authorized representative of the Bidder shall sign the Proposal and physically initial all pages of the Proposal. The authorization shall be by way of a written power of attorney executed in the format attached as Appendix 4. The name and position held by the person signing the Proposal must be typed or printed below the signature.

- (c) The Proposal shall contain no interlineations or overwriting, except as necessary to correct errors made by the Bidder. Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the authorized signatory/ person signing the Proposal.
- (d) The signed Proposal shall be marked "Original",
- (e) The Proposal will comprise 3 separate sealed envelopes which will be placed in a sealed outer envelope as follows:
- (f) The first envelope (Envelope A) will contain the Qualification Documents & Technical Proposal in original and such number of copies as specified in the Data Sheet and be marked as follows:

"SELECTION OF AGENCIES FOR
ESTABLISHMENT AND OPERATION OF
MIGRATION SUPPORT
CENTRE_____ (INSERT THE
CENTRE NAME) UNDER ORMAS. QUALIFICATION
DOCUMENTS & TECHNICAL PROPOSAL

DO NOT OPEN BEFORE COMPLETION OF EVALUATION OF
QUALIFICATION DOCUMENTS"

- (g) The Second envelope (Envelope B) will contain the original Financial Proposal and be marked as follows:

"SELECTION OF AGENCIES FOR
ESTABLISHMENT AND OPERATION OF
MIGRATION SUPPORT
CENTRE_____ (INSERT THE
CENTRE NAME) UNDER ORMAS.

FINANCIAL PROPOSAL

DO NOT OPEN BEFORE COMPLETION OF
EVALUATION OF TECHNICAL PROPOSAL"

- (h) The sealed envelopes containing the Qualification

Documents, Technical Proposal and Financial Proposal shall be placed into one outer envelope and sealed. This outer envelope shall bear the name and address of the Bidder and the RFP reference number and be marked as follows:

“SELECTION OF AGENCIES FOR ESTABLISHMENT AND OPERATION OF MIGRATION SUPPORT CENTRE_____ (INSERT THE CENTRE NAME) UNDER ORMAS.

PROPOSAL DO NOT OPEN BEFORE [Insert Time Indicated in the Data Sheet] ON [Proposal Due Date”].

- (i) If the envelopes are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.

**21.
Confidentiality**

(a) From the time the Proposals are opened to the time the Contract is awarded, the Bidder should not contact the Client on any matter related to its Qualification Documents, Technical Proposal and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Bidders who submitted the Proposals or to any other party not officially involved with the bid process, until the publication of the Contract award.

**22.
Performance Security**

- Upon selection, the Agency shall furnish to the Client, a performance security of the amount specified in Clause 22 below, on or before execution of the Contract to secure the due performance of the obligations of the Agency under the Contract (the Performance Security). The Performance Security will be in the form of an unconditional, irrevocable and on-demand bank guarantee issued in favour of the Client in the format appended to the Contract.
- The Performance Security shall be for an amount equal to 10% (Ten per cent) of the total value of the Contract.
- Exemption of Performance Security is not applicable.

**23.
Opening and Evaluation of Proposals**

- (a) The Client shall open only those Proposals that are submitted on or before the specified time on the Proposal Due Date.
- (b) The Client shall open the Proposals at the time and on the date and the address specified in the Data Sheet. The Client's evaluation committee shall conduct the opening of the Proposals in the presence of the Bidders whose authorized representatives choose to attend the bid opening event.

**24.
Responsiveness and Eligibility Tests**

- a) First, the Client's evaluation committee shall open and evaluate the Qualification Documents for responsiveness and to determine whether the Bidders are eligible to be awarded the Contract.

At the opening of the Qualification Documents, the following shall be read out:

- the name and the country of the Bidder;
- the presence or absence of duly sealed envelopes with the Technical Proposal and the Financial Proposal; and
- any modifications to the Proposal submitted

24.1 prior to the Proposal Due Date.

- any other information deemed appropriate. The Qualification Documents shall be considered responsive only if:
 - i. all documents as specified are received in the prescribed format;
 - ii. the Proposal is received by the Proposal Due Date;
 - iii. it is signed, sealed and marked as specified in the Clauses;
 - iv. it contains all the information and documents (complete in all respects) as requested in this RFP; and
 - v. it does not contain any condition or qualification.

- b) The Client's evaluation committee shall evaluate and determine whether the Bidders who have submitted responsive Qualification Documents satisfy the Eligibility Criteria.
- c) If any Bidder is found to be disqualified in accordance with the terms of the RFP or the Qualification Documents are found to be non-responsive or the Bidder does not meet the Eligibility Criteria, then the Proposal submitted by such Bidder will be rejected.
- d) Upon completion of evaluation of the Qualification Documents, the Client will notify the Bidders whether they are qualified and eligible for evaluation of their Technical Proposals.

**25.
Evaluation
of
Technical
Proposals**

The Client's evaluation committee shall evaluate the Technical Proposals of eligible Bidders for responsiveness. If the Technical Proposal is found:

- (a) not to be complete in all respects; or
- (b) not duly signed by the authorized signatory of the Bidder;
- (c) not to be in the prescribed format; or
- (d) to contain alterations, conditions, deviations or omissions, then such Technical Proposal shall be deemed to be substantially non-responsive and be liable to be rejected.

Each responsive Technical Proposal submitted by an eligible Bidder will be given a technical score on the basis of the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. The Financial Proposals of only those Bidders who

score at least the minimum qualifying technical score, as specified in the Data Sheet, on their Technical Proposals will be opened by the Client.

**26.
Public
Opening of
Financial
Proposals
(for QCBS,
methods)**

- (a) After the evaluation of Technical Proposals of eligible Bidders is completed, the Client shall notify those Bidders whose Technical Proposals were considered non-responsive to the RFP or who do not score the minimum qualifying technical score that their Financial Proposals will not be opened, along with information relating to the Bidder's overall technical score, as well as scores obtained for each criterion and sub-criterion). The Financial Proposals of technically unqualified Bidders will be returned unopened. The Client shall simultaneously notify in writing those Bidders that have achieved the minimum qualifying technical score and inform them of the date, time and location for the opening of their Financial Proposals. The opening date should allow the Bidders sufficient time to make arrangements for attending the opening. The Bidder's attendance at the opening of the Financial Proposals is optional and is at the Bidder's choice.
- (b) The Financial Proposals of eligible Bidders whose Technical Proposals have scored at least the minimum qualifying technical score shall be opened by the Client's evaluation committee on the date and at the time notified by the Client in the presence of the Bidders whose designated representatives choose to be present. At the opening of the Financial Proposals, the names of the Bidders, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals will then be evaluated to confirm that they have remained sealed and unopened and are responsive in terms of the RFP. If any Financial Proposal is found:
- (i) not to be complete in all respects;
 - (ii) not duly signed by the authorized signatory of the Bidder;
 - (iii) not to be in the prescribed format; or
 - (iv) to contain alterations, conditions, deviations or omissions,
- then such Financial Proposal shall be deemed to be substantially non-responsive and liable to be rejected.

The Financial Proposals that are found to be responsive will be evaluated, and the total cost quoted by the eligible and technically qualified Bidders will be read aloud and recorded. Each responsive Financial Proposal will be given a financial score on the basis of the formula specified in the Data Sheet.

**27.
Correction
of Errors**

- (a) Activities and items described in the Technical Proposal but not priced in the Financial Proposal shall be assumed to be included in the prices of other activities or items, and no corrections will be made to the Financial Proposal.

The Client's evaluation committee will correct any computational or arithmetical errors in the Proposals. In case of discrepancy between (a) a partial amount (sub-total) and the total amount; or (b) between the amount derived by multiplication of unit price with quantity and the total price; or (c) between words and figures, the former will prevail in each case.

**28.
Combined
Quality and
Cost
Evaluation
Quality-and
Cost-Based
Selection
(QCBS)**

- (a) The total score of an eligible and technically qualified Bidder will be calculated by weighting its technical score and financial score and adding them as per the formula set out in the Data Sheet. The Proposals of the eligible and technically qualified Bidders will then be ranked on the basis of their combined weighted technical and financial score. The Bidder achieving the highest combined weighted technical and financial score may be issued a letter of invitation by the Client to negotiate the Contract with the Client.

If 2 or more Bidders are ranked the highest bidders with the same combined weighted technical and financial score, the Proposal with the higher technical score will be ranked first. Subject to Clause 30, the highest ranked Bidder will ordinarily be the selected Bidder.

The Bidder having highest rank in multiple Centre shall be determined highest among the centre and the first centre preference shall be given to the highest one and so on.

D. Negotiations and Award

**29.
Negotiation**

- (a) The highest ranking bidder may, if necessary, be invited for negotiations with the Client. The negotiations will be held at the date and address indicated in the Data Sheet with the Bidder's authorized representative. The negotiations will be for re-confirming the obligations of the Agency

under the Contract and the RFP and finalising the detailed work plan, deliverables, payment milestones and the proposed Key Staffs and Programme Support Team.

- (b) The Client shall prepare minutes of negotiations which will be signed by the Client and the Agency's authorized representative.

**a.
Availability
of Key
Staffs**

The highest ranking Bidder shall confirm the availability of all Key Staff included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with Clause 14. Failure to confirm the Key Staffs' availability may result in the rejection of the Highest ranking Bidder's Proposal and the Client proceeding to negotiate the Contract with the next-ranked Bidder.

Notwithstanding the above, the substitution of Key Staff during the negotiations may be considered if such substitution is due solely to circumstances outside the reasonable control of and not foreseeable by the highest ranking Bidder, including but not limited to death or medical incapacity. In such case, the highest ranking Bidder shall offer a substitute Key Staff within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original Key Staff.

**b.
Technical
negotiations**

The negotiations will include discussions on the Terms of Reference (TORs), the proposed methodology, quality of work plan, the Client's inputs, the special conditions of the Contract, and finalizing the details of the Services to be provided by the Agency. These discussions shall not substantially alter the original scope of Services under the TOR or the terms of the Contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.

**c.
Financial
negotiations**

The negotiations may include discussions on the Agency's tax liability in India and how it should be reflected in the Contract. The total price stated in the Financial Proposal shall not be negotiated.

**30.
Conclusion
of
Negotiations**

(a) The negotiations will be concluded with a review of the draft Contract.

(b) If the negotiations fail, the Client shall inform the first/highest ranking Bidder in writing

of all pending issues and disagreements and provide a final opportunity to the first/highest ranking Bidder to respond. If disagreement persists, the Client shall terminate the negotiations informing the first/highest ranking Bidder of the reasons for doing so. Upon termination of the negotiations with the first/highest ranking Bidder, the Client may invite the next-ranked Bidder to negotiate the Contract with the Client or annul the bid process, reject all Proposals and invite fresh Proposals. If the Client commences negotiations with the next-ranked Bidder, the Client shall not reopen the earlier negotiations.

31. Award of Contract

- (a) After completing the negotiations, the Client shall issue a letter of award to the selected Bidder:
- (i) accepting the Proposal of the selected Bidder with such modifications as may be negotiated with the Client;
 - (ii) appointing it as the Agency;
 - (iii) requesting it to submit the Performance Security in accordance with Clause 22;
 - (iv) requesting it to appoint the Key Staffs who are not employees of the Agency but have consented to being engaged by the Agency on a contract basis perform the Services or a part thereof in accordance with the Contract;
 - (v) subject to submission of the Performance Security and satisfaction of all other conditions specified in the letter of award, requesting it to execute the Contract.
- Within [15] days of receipt of the letter of award, the selected Bidder shall sign and return a copy of the letter of award.
- (b) The Agency is expected to commence the assignment on the date and at the location specified in the Data Sheet.
- (c) If the selected Bidder fails to satisfy the conditions specified above or fails to execute the Contract on or before the date specified in the letter of award, the Client may, unless it consents to an extension, without prejudice to its other rights under the RFP or in law, disqualify the selected Bidder, revoke the letter

of award and forfeit the EMD of the selected Bidder. If the Client elects to disqualify the selected Bidder and revoke the letter of award, it may invite the next ranked Bidder to negotiate the Contract with the Client or take any such measure as it may deem fit, including inviting fresh Proposals from the eligible Bidders or annulling the entire bid process.

E. Data Sheet

A. General	
ITB Clause Reference	
2.1	Name of the Client: ORMAS (Odisha Rural Development and Marketing Society).
2.4	Method of selection: Quality and Cost Based Selection Weightage- 70:30 (Technical: Financial) as per Finance Department, Government of Odisha Circular vide Office Memorandum No. 37323, Dated. 30.11.2018 Minimum qualifying technical score: 70
2.4 (e)	A pre-proposal conference will be held: Yes Date of pre-proposal conference: 7th July 2020 at 3.30PM. Conference Hall ORMAS, SIRD Campus, Unit-III, Bhubaneswar, Odisha (INDIA) Pin -751012 Telephone: 0674-2565871 E-mail: ormashq@gmail.com Contact person: Finance Expert, ORMAS: Tel: 0674- 2565871

B. Preparation of Proposals

10. Proposals shall be submitted in English Language.

11. All correspondence exchange shall be in English Language.

12. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any document is in another language, it must be accompanied by an accurate translation of all the relevant passages in English by an approved/authorized/licensed translator, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

13. Proposal must remain valid for 90 (ninety) calendar days after the Proposal Due Date.

14. Clarifications may be requested through email latest by 6th July 2020 upto 5 pm.

The contact information for requesting clarifications is:

Odisha Rural Development and marketing Society (ORMAS), Unit-VIII, SIRD Campus, Bhubaneswar, Odisha (INDIA), Pin -751012

Telephone: 0674-2565871

E-mail: ormashq@gmail.com

The Client shall make reasonable efforts to respond to the queries or request for clarifications on or before timeline specified in Data Sheet post the pre-bid meeting date.

16. Price

- A price adjustment provision applies to professional fee rates: No
- Amount payable by the Client to the Agency under the contract to be subject to local taxation: **Yes**

The Client will reimburse the Agency the GST payable by the Agency for the Services, as per applicable laws. Any other taxes payable in connection with the Services will be borne by the Agency.

17. An EMD of **INR 50,000** (Indian Rupees Fifty Thousand) in the form of a demand draft or bank guarantee from any Scheduled Commercial bank in India and drawn in favour of the “**ORMAS**” and payable at “**Bhubaneswar**”, must be submitted along with the Proposal.

If the EMD is submitted through a bank guarantee, it must be in the format set out in Appendix 3 and the minimum validity date of the bank guarantee should be 150 (one hundred fifty) days from the Proposal Due Date. In the event of any extension in the Proposal's validity, the EMD will also remain valid for such extended period.

19. Bid documents processing fee of INR 5,900 (Indian Rupees Five thousand Nine hundred only) (including GST @ 18%) shall be paid through a demand draft in favour of the “**ORMAS**” and payable at “**Bhubaneswar**”.

C. SUBMISSION, OPENING AND EVALUATION

20. The Agency must submit the following number of copies of the Proposal:

a. Qualification Documents & Technical Proposal – 1 original

b. Financial Proposal – Only the original Financial Proposal needs to be submitted as a part of the Proposal.

[Softcopy of two proposal documents i.e. Qualification document and Technical Proposal document shall also be provided along with hardcopies]

The Proposals must be submitted no later than:-

Date:- 22nd July 2020 Time :- Till 3:00 P.M.

The Proposal must be delivered in physical form to the following address:

“ Chief Executive Officer,
Odisha Rural Development and Marketing Society” SIRD & PR
Campus, Unit-VIII ,Bhubaneswar, Odisha (INDIA), Pin -751012

23.The opening of the Technical Proposals(Envelop A) shall start at;

Date: 22nd July 2020 Time: at 4:00 P.M.

24.Eligibility Criteria (Qualifying)

Eligibility Criteria	Required Documents to be furnished
The bidder must be registered with Indian Trust Acts /Any State Society Registration Act 1860 /Any State Cooperative Societies / The Companies Act / LLP	Copy of Certificate of Registration / Copy of Certificate of Incorporation under relevant act, Memorandum/Article/By Laws
The bidder should have minimum an existence of 3 years and 3 years of experience as on 31st March, 2020	Copy of Certificate of Registration / Copy of Certificate of Incorporation
The average annual turnover of last three financial years of the bidder i.e., 2016-17, 2017-18 and 2018-19 should not be less than Rs 50 lacs	Copy of Audited Financial Statement of last three financial year 2016-17, 2017-18 and 2018-19 Copy of Financial Statement and , up to date Income tax return
The agency must have experience in operating atleast one residential counseling support Centre / Migration	Copy of MoU/ Contract Agreement/ Completion Certificate.

Support Centre/ Labour workforce support centre /rehabilitation centre or equivalent. The project cost must be above 5 lakhs .	
The agency must have an operational office at the at the applied state (either through ownership or rental, including long term lease) which could host the Centre.	Copy of Rent Agreement/Lease Agreement of the existing infrastructure/ Centre
EMD of INR 50,000/- (Refundable)	Demand Draft in favour of ORMAS, payable at Bhubaneswar
Bid Processing Fee of INR 5,900/- including GST (Non-Refundable)	Bid Processing Fee of INR 5,900/- including GST (Non-Refundable)
Bidder must have registered under GST	GST Certificate

Note: - Similar assignment means: The agency having experience in conducting counseling support centre/ migration support centre/ labour workforce support centre/ rehabilitation centre or equivalent.

25.Other Eligibility Criteria

- a.** If any Bidder or its Affiliates have been barred by any government or government instrumentality in India or in any other jurisdiction to which such entity or its Affiliates belong or in which they conduct their business, from participating in any project or being awarded any contract and the bar subsists on the Proposal Due Date, such Bidder will not be eligible to submit a Proposal. If the Client subsequently finds that a Bidder or any of its Affiliates is so barred, then the Client may disqualify the Bidder and reject its Proposal.
- b.** Bidders will provide such evidence of their continued eligibility as the Client may request at any time during or after the bid process.
- c.** The Agency should not have been blacklisted by any Central/ State Government/ Public Sector.
- d.** The agency should not be involved in any litigation that may have an impact of affecting or compromising the delivery of services as required under this RFP stage and in execution of agreement.

The Technical Proposals of eligible and qualified Bidders shall be evaluated as follows:

Evaluation of Technical Proposal

Criteria, sub-criteria, and point system for the evaluation of the Technical Proposals:

Criteria and sub-criteria,		Max. Marks
1	Establishment & Operational Presence in last 3 years in the concerned state (Karnataka and Maharashtra) : 10 marks	10
2	Experience of setting up and operating labour/ employment/ candidate related/ migration related centers. 10 Marks for each contract: maximum up to 20 marks.	20
3	The agency must have experience in operating at least one residential counseling support Centre / Migration Support Centre/ Labour workforce support centre/ Rehabilitation Centre or equivalent. The project cost must be above 5 lakhs . 1) >5 Lakh and < 10 Lakhs : 2 Marks 2) > 10 Lakh and < 15 lakhs: 5 Marks 3) > 15 Lakhs : 10 Marks Establishment & Operational Presence in last 3 years in the concerned state (Karnataka and Maharashtra) : 10 marks	10
Sub Total marks (Total Marks: 40)		40
4	Technical Presentation (Infront of the Committee) Maximum 60 marks (Point of Parameters - Technical Approach & Methodology, workplan and staffing)	60
Grand Total Technical Marks (Total Marks: 100)		100

Bidder/ JV requires to qualify for evaluation of the Financial Proposal is 70 Marks

26.The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:

$Sf = 100 \times Fm / F$, in which “Sf” is the financial score, “Fm” is the lowest price, and “F” the price of the Proposal under consideration.

The weights given to the Technical (T) and 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 weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: $S = St \times T\% + Sf \times P\%$.

D. NEGOTIATIONS AND AWARD

29. Expected date and address for contract negotiations & signing of Contract: 20th August 2020

31. The publication of the contract award information following the completion of the Contract negotiations and Contract signing will be done as following:

The information will be published in www.ormas.org

Section 2. Qualification documents and Technical Proposal

Appendix-1 QUALIFICATION DOCUMENTS

APPENDIX 1: QUALIFICATION DOCUMENTS AND PROPOSAL SUBMISSION FORM [On the Letter head of the Bidder]

{Location, Date}

To:

**The Chief Executive Officer
Odisha Rural Development and Marketing
Society Unit-VIII, SIRD , Campus, Bhubaneswar,
Odisha (INDIA)
Pin: 751012**

**Ref: RFP for Establishment & Operation of Migration Support
Centers at Location.....**

Dear Sirs:

We, the undersigned, offer to provide the consulting services for the Establishment & Operation of Migration Support Centre for ORMAS in accordance with your Request for Proposals dated __[Insert Date]. We are hereby submitting our Proposal, which includes the Qualification Documents and our Technical Proposal and Financial Proposal, each in a separate sealed envelope.

We hereby declare that:

- (a) All the information and statements made in this Proposal are true, nothing has been omitted which renders such information misleading and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client.
- (b) All documents accompanying our Proposal are true copies of their respective originals. We will make available to the Client any additional information it may find necessary or require to authenticate or evaluate the Proposal.
- (c) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 3.

- (d) We have no conflict of interest in accordance with the section 1 point 3.
- (e) We and our Affiliates are not submitting more than one or separate Proposals.
- (f) We or any of our Affiliates have not been charge-sheeted by any agency of the government or convicted by a court of law, indicted or have had adverse orders passed by a regulatory authority which could cast a doubt on our ability to execute the Contract.
- (g) No investigation by a regulatory authority is pending either against us or any of our Affiliates or against our chief executive officer or any of our directors/managers/employees.
- (h) If due to any change in facts or circumstances during the bid process, we attract the provisions of disqualification in terms of the provisions of this RFP, we shall inform the Client of the same immediately.
- (i) We meet the Eligibility Criteria and all other requirements of the RFP and are qualified to submit a Proposal, We have not directly or indirectly through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, collusive practice, undesirable practice or restrictive practice as defined in Section 5 of the ITB. We undertake to continue to abide by and ensure that our Personnel comply with the Client's policy with regard to corrupt and fraudulent practices as per Clause 5 and Section 5.
- (j) We or our Affiliates, suppliers, or service providers for any part of the Contract, are not subject to any temporary suspension and have not been barred by any government or government instrumentality in India or in any other jurisdiction to which we or our Affiliates belong or in which we or our Affiliates conduct business or by any multilateral funding agency, from participating in any project or being awarded any contract or being given any funding and no such suspension or bar subsists on the Proposal Due Date.
- (k) In the last [3(three)] years, we or our Affiliates have neither been expelled from any project or contract by any government or government instrumentality nor have had any contract terminated by any government or government instrumentality for breach on our part.
- (l) Except as stated in Clause 13 (h), if we are selected as the Agency, we undertake to negotiate the Contract and provide the Services on the basis of the proposed Key Staffs. We accept that the substitution of Key Staffs for reasons other than those stated in Clause 14 and Clause 29 may lead to revocation of the letter of award/termination of the Contract.
- (m) Our Proposal is binding upon us and is subject to any modifications resulting from the Contract negotiations.

- (n) We have carefully analysed the RFP and all related information. We understand that except to the extent as expressly set forth in the Contract, we shall have no claim, right or title arising out of any documents or information provided to us by the Client or in respect of any matter arising out of or concerning or relating to the bid process including the award of the Contract.
- (o) Our Financial Proposal and the Professional fee of the Key Staffs and reimbursable cost has been quoted by us after taking into consideration all the terms and conditions stated in the RFP, the Terms of Reference, the draft Contract, our own estimates of costs and after a careful assessment of all the conditions that may affect the Services.
We irrevocably waive any right or remedy which we may have at any stage at law or howsoever arising to challenge the criteria for evaluation or question any decision taken by the Client in connection with the evaluation of the Proposals, **RFP for Establishment & Operation of Migration Support Centers at Location.....** and the terms and implementation thereof.
- (p) We acknowledge the right of the Client to reject our Proposal without assigning any reason and we hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
- (q) We acknowledge the right of the Client to cancel the bid process and not award the Contract, without assigning any reason and without incurring any liability to the Bidders and we hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
- (r) We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services no later than the date indicated in Clause 15 of the Data Sheet.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

Address: _____

Contact information (phone and e-mail): _____

APPENDIX 2: DETAILS OF THE BIDDER

(To be submitted on the letterhead of the Bidder)

1. a. Name:
b. Country of incorporation:
c. Date of incorporation and/or commencement of business:
2. Brief description of the company including details of its main lines of business and proposed role and responsibilities in this assignment
[Note: Such description shall not exceed 2 type-written A4 size pages.]:
3. Shareholding of the Bidder, if applicable
4. List of directors
5. Details of individual who will serve as the point of contact/ communication for the Client⁴:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone Number:
 - (f) E-Mail Address:
 - (g) Fax Number:
6. Particulars of the Authorised Signatory of the Bidder:
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Telephone Number:
 - (e) E-Mail Address:
 - (f) Fax Number:

Signature:

Date:

Note:- 1. A copy of Original documents related to formation of company or partnership firm or Limited Liability Partnership.

2. A copy of PAN and GST registration no issued by respective Govt. Authorities.

APPENDIX 3

FORMAT OF FURNISHING EARNEST MONSY DEPOSIT (BANK GURANTEE)

Whereas.....(hereinafter called 'the Respondent') has submitted its proposal dated..... in response to the RFP notice with no:.....dt....., for **RFP for Selection of Agencies for Establishment and Operation of Migration Support Centers under DDU-GKY, ORMAS** (hereinafter called "the Proposal") to Chief Executive Officer, ORMAS, Bhubaneswar.

KNOW ALL MEN by these presents that WEof having our registered office atare bound unto (hereinafter called "the Purchaser") in the sum of.....for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank thisday of20.

THE CONDITIONS of this obligation are:

1. If the Respondent withdraws or amends, impairs or derogates from the RFP in any respect within the period of validity of this RFP.
2. If the Respondent, having been notified of the acceptance of his selection by ORMAS during the period of its validity:-
 - a. If the respondent fails to furnish the performance security for the due performance of the contract.
 - b. Fails or refuses to accept or execute the contract.

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 180 days after the period of proposal validity, and any demand in respect thereof should reach the Bank not later than the above date.

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

.....
Name and designation of the Officer

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

APPENDIX4: FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF PROPOSAL

Power of Attorney

Know all men by these presents, we

.....
(name of the Bidder and address of the registered office) do hereby constitute, appoint and authorize Mr. / Ms..... (name and residential address) who is presently employed with us and holding the position of

..... as our true and lawful attorney (hereinafter referred to as the “attorney”), to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of our Proposal for Selection of Agency for Establishment & Operation of Migration Support Centre including signing and submission of the Proposal and all accompanying documents, attending the pre-bid meeting, providing information/responses to ORMAS, representing us in all matters before ORMAS, if selected, undertaking negotiations with ORMAS prior to the execution of the Contract and generally dealing with ORMAS in all matters in connection with our Proposal.

We hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,,
THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 20.....

For _____

(Signature)

Accepted

(Name, Title & Address)

..... (Signature)

(Name, Title and Address of the Attorney)

In case the Proposal is signed by an authorized director of the Bidder, a certified copy of the appropriate resolution/ document conveying such authority may be enclosed in lieu of the power of attorney.

APPENDIX 5: FINANCIAL QUALIFICATION OF THE BIDDER (TURNOVER)

S.No.	Financial Year	Annual Turnover (Rs.)
1	Financial Year 2016-17	
2	Financial Year 2017-18	
3	Financial Year 2018-19	
Average Annual Turnover		

Note:

- *The Bidder shall attach copies of the balance sheets, financial statements and audited annual reports for each of the Financial Years mentioned above. The financial statements shall:

(a) reflect the turnover of the Bidder;
(b) be audited by a statutory auditor;
(c) be complete, including all notes to the financial statements.*

Signature

Date

APPENDIX 6: TECHNICAL QUALIFICATION

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

Name: *[insert full name]*

Date: *[Insert day, month, year]*

Bid no and Title: *[Insert bid number]*

Page *[Insert Page Number]* of *[Insert total number of pages]*

[Identify Eligible Assignments undertaken by the Bidder over the past 10 (ten) years and the details set out in the table below. The Eligible Assignments should be listed chronologically, according to their date of commencement]

Provide the project details category wise in separate table format given below:

Duration	Status (Complete/Ongoing)	Eligible Assignment name& brief description of Main deliverables/output	Name of Client & Country of Eligible Assignment	Approx. Contract value (in INR. Equivalent)/ Amount paid to The Bidder for Eligible Assignment	Role of Bidder in Eligible Assignment	Certificate from the client provided
{e.g.,		{e.g., MSC/ support centre Projects or equivalent as defined.	{e.g.,	{e.g.,INR		Yes/No completion certificate; [Issued by Competent Authority] or Self

Duratio n	Status (Comple te/ Ongoing)	Eligible Assignment name& brief description of main deliverables/ou tput	Name of Client & Country of Eligible Assignm ent	Approx. contract value (in INR. Equivalen t)/ amount paid to the Bidder for Eligible Assignme nt	Role of Bidder in Eligible Assignm ent	Certificate from the client provided
						certification signed by authorised signatory of the bidder

(Name and Signature of Authorized Signatory)

- *For each completed Eligible Assignment, work order and the completion certificate issued by the client certifying that the assignment has been completed by the Bidder should be furnished. In case completion certificate from the client is not available, self-certification by the authorized signatory of the bidder with contact details of the client can be provided.*
- **The client reserves the right to ask for documentary proofs for the claims made with regard to technical eligibility and work experience at any stage of bid process or for the selected bidder, any time thereafter.**
- **The client reserves all rights to verify the authenticity of experience related certificates or any other certificates submitted by the bidder, at any stage of bid process or even thereafter. In case of finding any fraudulent practice during verification, the client shall reject the bid or terminate the contract.**

APPENDIX 7:

FORMAT FOR AFFIDAVIT CERTIFYING THAT BIDDER IS NOT BLACKLISTED

Affidavit

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

We further confirm that we are aware our Proposal for the Establishment & Operation of Migration Support Centre(MSC) of ORMAS would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this RFP at any stage of selection and/or thereafter during the term of the Contract.

Dated thisDay of....., 2020....

Name of the Bidder

.....
Signature of the Authorised Person

.....
. Name of the Authorised Person

Technical proposal Submission Forms (Envelop A)

{Notes to Bidders shown in brackets { } throughout Section 2 provide guidance to the Bidders to prepare the Technical Proposal; they should not appear on the Proposals to be submitted.}

CHECKLIST OF REQUIRED TECHNICAL PROPOSAL FORMS

FORM	DESCRIPTION
TECH-1	Comments or Suggestions on the Terms of Reference and on Staff and Facilities to be provided by the Client. A. On the Terms of Reference B. On the Staff and Facilities
TECH-2	Description of the Approach, Methodology, and Work Plan for Performing the Services.
TECH-3	Reporting Requirements
TECH-4	Team Composition, Key Staffs Inputs, and Curriculum Vitae (CVs)
TECH-5	Undertaking from the Key Staff

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

FORM TECH-1

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

Form TECH-1: Comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the Services; and on requirements for staff and facilities, which are provided by the Client, including: administrative support, office space, local transportation, equipment, data, etc.

A - On the Terms of Reference

{Improvements to the Terms of Reference, if any}

B - On Counterpart Staff and Facilities

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

FORM TECH-2

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

Form TECH-2: A description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training.

{Suggested structure of your Technical Proposal:

- a) Technical Approach, Methodology
- b) Work Plan
- c) Organization and Staffing}

- a) **Technical Approach, Methodology.** {Please explain your understanding of the objectives of the assignment as outlined in 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 TORs here.}
- b) **Work Plan.**{Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}
- c) **Organization and Staffing.**{Please describe the structure and composition of your team, including the list of the Key Staffs, Programme Support Team and relevant technical and administrative support staff.}

Note: Please enclose details for category a, b and c separately

FORM TECH-3

REPORTING REQUIREMENTS

Form TECH-3: Bidder shall provide the details of reporting requirement to carry out the whole work.

FORM TECH-4

TEAM COMPOSITION, ASSIGNMENT, AND KEY STAFFS' INPUTS

SR. No.	NAME	POSITION	PERSONNEL INPUTS/ DELIVERABLES/ FUNCTIONS				TOTAL TIME INPUT (IN MONTHS)
			Monthly			(12 months)	(IN PO)
KEY STAFFS							
1.		Centre Coordinator (1)					
2.		Community Mobiliser/Counselor (1)					
3.		Community Mobiliser/Counselor(1)					
4.		Office Boy(1)					

**FORM TECH-4
(CONTINUED)**

CURRICULUM VITAE (CV)

Position Title and No.	{e.g., Centre Coordinator}
Name of Staff:	{Insert full name}
Date of Birth:	{day/month/year}
Country of Citizenship/Residence	

Education: {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}

Employment record relevant to the assignment: {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

Period	Employing organization and your title/position. Contact for references	Country	Summary of activities performed relevant to the Assignment
[e.g., May 2005-present]	[e.g., Ministry of, advisor/Agency to... For references: Tel..... /e-mail.....; Mr. Hbbbb, deputy minister]		

Membership in Professional Associations and Publications:

Language Skills (indicate only languages in which you can work):

Adequacy for the Assignment:

Role/Position in Key Staff /Programme Support Team:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
{List all deliverables/tasks as in TECH- 3 in which the Staff will be involved)	

Staff's contact information: (e-mail....., phone... ..)

Certification:

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

{day/month/year}

Name of Staff
Date

Signature

{day/month/year}

Name of authorized
Date
Representative of the Bidder (authorized signatory)

Signature

- *CVs must be signed in indelible ink by the authorized signatory of the Bidders. In case of Unsigned CVs shall be rejected.*
- *The CVs shall also contain an undertaking from the authorized signatory of the bidder specifying the employees of the company and the proposed key Staffs who are not employees, in the format set out in form TECH-5. In case the proposed Key Staff is not an employee of the Bidder as on the proposal due date, the undertaking must also contain the details about his/her availability for the duration of the Contract, in the format set out in form TECH-5*

FORM TECH-5
UNDERTAKING REGARDING AVAILABILITY OF KEY STAFFS

To,

Dated:

*The Chief Executive Officer,
Odisha Rural Development and Marketing Society,
Unit-VIII, SIRD& PR Campus, Bhubaneswar – 751012, Odisha*

Dear Sir,

Sub: Selection of Agency for Establishment & Operation of Migration Support Centre for ORMAS.

We refer to the RFP dated [●] issued by you for the Selection of Agency for Establishment & Operation of Migration Support Centre for ORMAS.

We, M/s [***Insert name of the Bidder***] confirm that key Staffs named below are the employee of the company on the proposal due date:

1.
2.
3.

Further we, M/s [***Insert name of the Bidder***] confirm that key Staffs named below:

1.
2.
3.
4.

have authorized us to use their technical experience and submit their name as a Key Staff for this Proposal for the **for Selection of Agency for Establishment & Operation of Migration Support Centre for ORMAS.**

If selected as the Agency, we undertake that Key Staffs mentioned above would be part for Services and also undertake that these Key Staffs will be available and will provide their best services for the duration of the Contract, in accordance with the terms of the RFP and the Contract.

Name of the Bidder

.....
Signature of the Authorised Person

.....
Name of the Authorised Person
Date
Place

Section 3. Financial Proposal - Standard Forms

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

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section 3.

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

FIN-3 Breakdown of Remuneration Fee

FIN-4 Breakdown of Programme Support Cost Expenses

FORM FIN-1
FINANCIAL PROPOSAL SUBMISSION FORM

{Location, Date}

To:

*The Chief Executive Officer,
Odisha Rural Development and Marketing Society,
Unit-VIII, SIRD Campus, Bhubaneswar – 751012,
Odisha*

Dear Sirs:

We, the undersigned, offer to provide the consulting services for Selection of Agency for Establishment & Operation of Migration Support Centre for ORMAS in accordance with your Request for Proposal dated____[Insert Date] and our Technical Proposal.

Our attached Financial Proposal (professional fee) is for the amount of INR _____{Indicate the Total Cost of the Financial Proposal} {Insert amount(s) in words and figures}. The estimated amount of local indirect taxes is INR_____ {Insert amount in words and figures} which shall be confirmed or adjusted, if needed, during negotiations. {Please note that all amounts shall be the same as in Form FIN-2}.

Our Financial Proposal shall be binding upon us up to expiration of the validity period of the Proposal indicated in Clause 3 of the Data Sheet.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature {In full and initials}.....
Name and Title of Signatory.....
In the capacity of
Address.....
E-mail.....

FORM FIN-2 SUMMARY OF COSTS

Item	Cost (INR)
{Bidder must state the proposed Costs in accordance with the Data Sheet; delete columns which are not used}	
Cost of the Financial Proposal	
(1) Financial Proposal <i>(Total of Form FIN-2 & FIN-3)</i>	
a. Staff Remuneration	
b. Programme support cost expenses	
Total Excluding GST	
Add: GST	
Total Cost of Financial Proposal including GST {Should match the amount in Form FIN-1}	(Write Amount in word also)

FORM FIN-3- BREAKDOWN OF STAFF REMMUNERATION

SR. No.	NAME (A)	POSITION (AS IN TECH-4) (B)	TOTAL TIME INPUT (IN MONTHS) (C)	RATE PER MAN MONTH (IN INR) (D)	TOTAL PROFESSIONAL FEE (IN INR) (C*D)
KEY STAFFS					
1		Centre Coordinator			
2		Community Mobiliser/Counselor			
3		Community Mobiliser/Counselor			
4		Office Boy			

FORM FIN-3 BREAKDOWN OF Programme Support Cost Expenses

a. BREAKDOWN OF PROGRAMME SUPPORT COST

Sl. No.	Type of Program Support Cost Expenses	Unit Cost Rupees per candidate (Target may increase or decrease; payment shall be made on pro-rata basis)	Total Cost for 2000 Candidates in INR
Category – A			
1.	Legal and Financial Literacy		
2.	Health Camp		
Category – B			
Sl. No.	Type of Program Support Cost Expenses		Total Cost (Maximum)
1.	Centre Rent, travel, local conveyance, electricity, phone & internet, maintenance and administrative expenses	Lumpsum	
Total Programme Support Cost. (Cat A + B)			

Section 4. Corrupt and Fraudulent Practices

- 5.1 The Bidders 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, the Client shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder 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, the Client shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Performance Security, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the Client for, *inter alia*, time, cost and effort of the Client, in regard to the RFP, including consideration and evaluation of such Bidder’s Proposal.
- 5.2 Without prejudice to the rights of the Client under Clause 5.1 hereinabove and the rights and remedies which the Client may have under the LOA or the Contract, if a Bidder is found by the Client to 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 Contract, such Bidder shall not be eligible to participate in any tender or RFP issued by the Client during a period of 2 (two) years from the date such Bidder is found by the Client to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 5.3 For the purposes of this Clause 5.3, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) “corrupt practice” means (i) 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 (for avoidance of doubt, offering of employment to or employing or engaging in

any manner whatsoever, directly or indirectly, any official of the Client who is or has been associated in any manner, directly or indirectly with the selection process or the LOA or has dealt with matters concerning the Contract or arising therefrom, before or after the execution thereof, at any time prior to the expiry of 1 year from the date such official resigns or retires from or otherwise ceases to be in the service of the Client, shall be deemed to constitute influencing the actions of a person connected with the selection process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the selection process or after the issuance of the LOA or after the execution of the Contract, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Contract, who at any time has been or is a legal, financial or technical Agency/adviser of the Client in relation to any matter concerning the Contract;

- (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) “collusive practices” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party⁵;
- (e) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Client 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
- (f) “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the selection process.

Section 5-Terms of Reference

1. Background:

ORMAS is an autonomous professional body under the aegis of Panchayati Raj Department, Government of Odisha. ORMAS was constituted under the Societies Registration, Act of 1860, in the year 1991, engaged in Livelihood promotion, Marketing of Rural Products, Skill Development & Placement and Mahila Kishan Sashaktikaran Pariyojana (MKSP) and operating in 30 districts of Odisha.

Ever since inception, ORMAS (Odisha Rural Development and Marketing Society) is the first and only organization of its type, under the Panchayati Raj Department, Government of Odisha, facilitating sustainable livelihoods for rural producers, under different poverty alleviation programmes. In the process, providing training, capacity building, value addition, adopting key activity approach and adopting clusters, thus bringing economic hope and promise to rural Odisha and India.

ORMAS is the nodal agency for the implementation of the DDU GKY project in the state. The total training target for the financial year 2019- 22 is 150000 and the placement target is 105000 approximately. Till date ORMAS has achieved training of 43000 candidates and placed 20000 candidates.

2. Objective of ORMAS:-

ORMAS has been instrumental in the field of skill development of rural youths of Odisha and it has been following certain mandates in order to ensure successful implementation of the programme:

- Mobilization of Rural Youth
- Skill Enhancement of rural youth
- Policy framing and advocacy for Skill Development Programmes
- Capacity Building of project implementing Agencies (PIAs) and Skill Development Cell
- Designing skill development promotional strategies
- Documentation of best practices on pilot basis and scaling up
- Placement and Post placement Tracking

3. DDU- GKY Programme in Odisha & Need for Migration Support/Post placement Support Centres:

Deen Dayal Upadhyaya Grameen Kaushalya Yojana (DDU-GKY) is the placement and career progression oriented skilling initiative of the Ministry of Rural Development, Government of India (MoRD). The programme has its origins in the special projects component of the Swarnajayanti Gram

Swarozgar Yojana (SGSY) and Aajeevika Skills Development Programme (ASDP) which provided time-bound skill training and economic empowerment of BPL families. It is an important part of the current National Skill Development Policy and serves as one of the strategic intervention of National Rural Livelihoods Mission (NRLM). The programme aims to bring about rapid economic and social transformation among rural youth by linking them with formal wage employment and career progression opportunities. The focus of the initiative is on skill development enabling employment and career progression opportunities for the rural poor, especially the ones with limited access to decent employment.

In its conceptualization DDU-GKY recognized the imperative of migration among youth that have received new employable skills and are in search for employment opportunities. In several cases the DDU-GKY beneficiaries have to relocate from their native districts and/or states for work after being skilled through the programme. New to the city, confronted with lifestyle and cultural shocks and unfamiliar with the norms and demands of urban labour markets, most alumni face problems in adapting to the urban environment. Attrition among migrant alumni placed in far-off cities is high as they find it difficult to cope up with the isolation, regimented work conditions, high costs of living and return home early unable to integrate with the urban milieu.

Carrying the similar vision ORMAS (Odisha Rural Development and marketing Society) the SRLM at Odisha under Panchayati Raj Department, Government of Odisha which is the nodal agency for implementing the DDU-GKY programme in the state has initiated the process of establishing Migration Support Centres/Post placement Support Centres in the locations where it has maximum concentration of the students placed through the programme. The State has been immensely working towards successful accomplishment of the programme. In due course of its implementation, the state has successfully completed training of more than 40000 candidates and placed around 20000 students both within and outside the state.

With this view, ORMAS has planned to establish Migration Support Centres/Post Placement Support Centres at two locations namely Bangaluru and Pune where maximum numbers of its trained candidates are placed.

4. *Migration Support Centers/Post Placement support centers:*

Migration Support Centers (MSCs) are conceptualized as walk-in resource centers for successful trainees of DDU-GKY, displaced from their native places in search of better employment prospects. MSCs are designed to offer counseling, access to information, acclimatization support and targeted services to vulnerable displaced workers.

In stage I, it is proposed to set up MSCs/PPSCs in the cities that receive large number of migrant youth. Creation of support centers at source locations of DDU-GKY trainees would be undertaken in second phase.

A collection of services meant to reduce the hardships of young skilled workers coming to cities and enable greater returns from the urban labour markets are termed as migration services. Migration Support Services are proposed to be offered through a network of walk-in resource centers catering to the requirements, and exigencies faced by workers and their families. The Core Migration Support Services include –

- Registration of workers migrated out of their home (native) locations and facilitating access to identity related documents
- Access to basic social services: housing-related, schools, hospitals, etc.
- Access to basic Government services, social programmes / schemes, etc.
- Financial inclusion, bank linkages, salary remittance from remote locations, financial counseling, and linkages to social security
- Healthcare counseling, health education and linkages with formal institutions/schemes
- Legal education, mediation and counseling services for workers facing disputes at work

[Note: Given that, DDU-GKY enables identity creation within the trainee enrolment process with due linkages to Aadhar Card, there will be limited identity related support requirements for an alumnus of DDU-GKY]

5. *Minimum Infrastructure Requirement:*

- The overall space of the Migration Support Centre shall be 3500 sq. including the following physical infrastructure:
 - Dormitory Facility the overall size of which might range between 1500 to 2000sq. ft.
 - A common room that can be used a multi-purpose hall, the size of which could range between 600 and 1000 sq.ft.
 - Two or Three rooms to serve as office and reception space which should be fully furnished with adequate power supply
 - The MSC should have 2-3 computers with basic accessories like scanner, UPS, printer, internet connection etc.
 - There should be a provision for power backup such as generator or inverter
 - A basic kitchen to prepare food for all candidates in transit and guests.
 - The agency shall procure/hire the assets/ IT/ Basic accessories for setting up MSC at their own cost/ arrangements. ORMAS is not liable for this.

6. **Scope of Work, Key Deliverables and Output:**

Sl	Proposed Intervention	Activities	Quantified Target (Min)	Targeted Output/Outcome
A.	Youth registration and identity solutions	A1. Youth Registration	2000	All DDU-GKY Candidates of ORMAS
		A2. photo IDs by Companies to Candidates	2000	For all registered youth
		A3. Linkages to government IDs- Aadhaar	2000	For all registered youth
		A4. ESIC registration	2000	For all registered youth
B.	Youth counseling and post-placement acclimatization support	B1. Acclimatization support	2000	For all registered youth
		B2. Post Placement & PPS Tracking	2000	For all registered youth
		B3. Alumni meet	500 ORMAS will sponsor	2 alumni meet in a year
C.	Counselling & Literacy Workshop for Youth	C1. Legal Literacy	2000	Per Quarter 2 Camps Minimum 250 Youth/Camp (8 Camp in a Year)
		C2. Financial Literacy	2000	
		C3. Insurance linkages (PMJJBY & PMSBY)	All registered candidates to be aware by the agency	
		C4. Pension linkages (APY)	All registered candidates to be aware by the agency	
		C5. Occupational Health Hazard	All registered candidates to be aware by the agency	
		C6. Routine Health checkup	2000	
		C7. Facilitation in Opening of bank accounts	All registered youths.	For all registered youth

D.	Monthly Basis tasks and reports	D1. Helpline Services (Toll Free No.)	One toll free help line number	For all registered youth
		D2. Linkages to Open Schooling and Access to further education opportunities	100 nos	As per Need
		D3. Facilitation in Monthly Transportation pass (Bus / Train / Metro)	All(To and fro) as per requirement	As per Need
		D4. Facilitation in Railway Tickets	As per need	As per Need
		D5. Distribution of MSC book (Hard copy & soft copy)	Standard books to be given by ORMAS	For all registered youth
		D6. Facilitation Parents Exposure Meet	ORMAS will sponsor	As per Need
		D7. Facilitation during Physical placement verification by ORMAS	If assigned by ORMAS	As per Need
		E.	E1. Providing access to Placement Services including Transitioning Support from one job to another for Career Progression	1000
	E2. MSC will facilitate in linking at least 100 job opportunity per month in coordination with various leading companies with the purpose of career progression & increase retention of working DDU-GKY placed candidates. In this context, MSC will surely adhere the minimum wage norms of the respective state as well as ensure the wages provisions of DDU-GKY.			
	E3. MSC will Facilitate and ensure the average salary of registered candidates should increase Rs 500/- in this financial year . MSC will share the half yearly report regarding this analysis. (500 Candidates annually)			

7. The agency shall conduct Alumni meet atleast twice in a year .

8. Review & Monitoring Mechanism

Agency has to submit Quarterly Progress Report (QPR) within 15days, after completion of each quarter. ORMAS will validate/Review/ Examine the report & submit the observation if any, within 7 working days afterwards. Again agency has to resubmit the compliances of the observation within 3 working days since the observation submitted by ORMAS. ORMAS reserve final right to accept/ reject the compliances within the last date of the month.

Apart from QPR report agency has to update the Google sheet/ any of the platforms which will be intimated to the agency time to time on monthly basis & any of the report required at ORMAS end, the agency has to send it on demand basis unfailingly.

9. The agency shall conduct Alumni meet atleast twice in a year . In case nos. of Meet increases, the excess expenditure shall be reimbursed as per actual.

10. Review & Monitoring Mechanism

Agency has to submit Quarterly Progress Report (QPR) within 15days, after completion of each quarter. ORMAS will validate/Review/ Examine the report & submit the observation if any, within 7 working days afterwards. Again agency has to resubmit the compliances of the observation within 3 working days since the observation submitted by ORMAS. ORMAS reserve final right to accept/ reject the compliances within the last date of the month.

Apart from QPR report agency has to update the Google sheet/ any of the platforms which will be intimated to the agency time to time on monthly basis & any of the report required at ORMAS end, the agency has to send it on demand basis unfailingly.

11. Location wise Indicative Candidates Placed:

Sl. No.	Location of MSC	Indicative nos of Candidates placed
2.	Bangaluru(Karnataka)	10481
4.	Pune (Maharashtra)	2657

12. Payment Modalities Payment will be released to party, based on periodic submission of documents as mentioned in deliverables:

Milestone & Time Line	Target	Payment
On signing of MoU and submission of work plan		10% of the Contract Value
Completion of 1 st Quarter and successful delivery of assignments	Minimum 25% of the total Candidate target at proposed location.	20% of the Contract Value
Completion of 2nd Quarter and	Minimum 25% of the	20% of the

successful delivery of assignments	total Candidate target at proposed location.	Contract Value
Completion of 3rd Quarter and successful delivery of assignments	Minimum 25% of the total Candidate target at proposed location.	20% of the Contract Value
Completion of 4th Quarter and successful delivery of assignments and submission of UC and audited accounts	Minimum 25% of the total Candidate target at proposed location.	30% of the Contract Value

13. Penalty

Delay in achieving target will lead to penal imposition of contract value per week up to maximum of 10% of contract value. If the penalty reaches 10% of contract value the contract will suo-motto be terminated/as decided by CEO-ORMAS which will be abide to both the parties. The penalty will be imposed as 0.5% of the contract value per week and maximum up to 10% of the Contract value. The penalty shall be imposed from the Performance security deposited by the agency .

14. Audit

The account of the Migration Support Centre will be audited by an Independent Chartered Accounts as per the provisions of Indian Accounts Standards in each of the financial year. The Audit report must be submitted with the ORMAS for information. As public money is involved into this hence, accounts are subject to being audited by ORMAS/ any of the Govt. bodies at their discretion.

15. Minimum Requirement of Staff

- Centre Coordinator (1)
- Community Mobiliser/Counselor (2)
- Office Boy(1)

Below is an indicative team of key and non-key members required for the assignment:-

Key Staff	Qualification & Skills	Role & Responsibility
Centre Coordinator (1)	Post graduate- MSW/ MBA /PGD in Rural Management from reputed academic institution with minimum 4 years of experience in handling similar	Responsible for day-to-day management of MSC and execution of planned activities as per schedule. - Interaction with important stakeholders like bank officials, employers, Government

	<p>assignments.</p> <p>Skill: Client relationship management, program implementation strategy, proficient in English, Hindi & local language of the state (of MCRC location), Documentation & reporting.</p>	<p>officials etc. - Assistance to program manager in organizing workshops. - Follow-up intervention on the counselling done to ensure resolution of migrants issues. - Sharing of information with migrants on job opportunities/career progression post Skill upgradation.</p>
<p>Community Mobiliser/ Counselor (3 Nos.)</p>	<p>Post-Graduate with minimum 3 years of relevant experience. Certificate in counselling will be given additional marks in technical evaluation.</p> <p>Skills/Aptitude— Community mobilization & rapport building, proficient in English, Hindi & local language of the state (of MCRC location), able to work in team.</p> <p>-</p>	<p>Undertake registration and counseling on identity establishment, convenient housing, social & welfare entitlements, financial services, job roles and opportunities, safety at work place etc. - Outreach, establishing contacts and rapport building with migrant and their families. - Awareness building on issues of migration and services at the community level. - Undertaking household listing exercise, Survey and data collection related to profiling of migrants and documentation on impact of services rendered. - Organizing labour meetings and sharing information on Labour laws (with the help of expert).</p>
<p>Office Boy(1)</p>	<p>10th Pass</p>	<p>Responsible for:</p> <ul style="list-style-type: none"> • Office open and Close • File movement • Vigilant on office electricity consumption. • Water consumption • As and when assigned by the office bearer. • Support in requirement (End to End)

Section 6- Draft Contract

BETWEEN

Odisha Rural Marketing and Development Society, Bhubaneswar
SIRD Campus, Unit-8, Bhubaneswar
Odisha

AND

Agency

XXXXXXXXXX

Dated: -----

WHERE AS NOW, THEREFORE the parties hereto hereby agree as follows:

1. The present agreement will be affective from xxxxxxxxxxxxxxxxxxxxxxx. (One Year) which is extendable in nature based on the performance.
2. That the parties agreed that both will abide the terms and conditions enumerated in the agreement executed by the parties.
3. That it has been agreed by the parties that in case any of the party will decided the close/terminate the contract/agreement, then the said party will serve a written notice of 30 days on the other party.
4. That It has also been agreed that in case any dispute will arise touching to the present agreement, then the dispute will be mutually settled by the parties and in case any further dispute subsist, then the matter will be referred to the chairmen of ORMAS whose decision will be binding on the parties.
5. That the courts of Bhubaneswar will have only jurisdiction on the matter.
6. That the parties have mutually agreed that the contract may be renewed by the party on the basis of the satisfactory performance and as per the need of the ORMAS.
7. The Clause GCC, SCC, Appendices- A, B , C, D, and E enclosed to this Contract will be treated as a part and parcel of this Contract.

IN WITNESS WHEREOF, the Parties hereto have set their hands on the date and place above mentioned.

For and on behalf of ORMAS

Rajesh Prabhakar Patil, IAS
Chief Executive Officer
Odisha Rural Marketing and Development Society
SIRD Campus, Unit-8
Bhubaneswar
Odisha
Pin Code: 751012

For and on behalf of Agency

[Authorized Representative]

I. General Conditions of Contract

1. GENERAL PROVISIONS

1.1. Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) **“Applicable Law”** means any current/proposed law, legislation, statute, rule, directive, ordinance, notification, exemption, regulation, judgments /orders of a competent court, tribunal, regulatory bodies and quasi-judicial body or any interpretation thereof enacted, issued or promulgated by any authority and applicable to this Contract and the exercise, performance and discharge of the respective obligations of the Parties hereunder, as may be in force and effect during the subsistence of this Contract..
- (b) **“Contract”** means the Contract signed by the Parties and all the attached documents listed in its Clause 1 that is these General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (c) **“Contract Price”** means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (d) **“Effective Date”** means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- (e) **“GC”** means these General Conditions of Contract.
- (f) **“Party”** means ORMAS or the Agency, as the case may be, and **“Parties”** means both of them.
- (g) **“Personnel”** means persons hired by the Agency and assigned to the performance of the Services or any part thereof.
- (h) **“SC”** means the Special Conditions of Contract by which the GC may be amended or supplemented.
- (i) **“Services”** means the work to be performed by the Agency pursuant to this Contract, as described in Appendix A hereto.
- (j) **“In Writing”** means communicated in written form with proof of receipt.

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

- 1.2. Languages** This Contract has been executed in the language specified in the SC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
- 1.3. Notices**
- 1.3.1.** Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SC.
- 1.3.2.** A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.
- 1.4. Location** The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, as ORMAS may approve.
- 1.5. Authorized Representatives** Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by ORMAS or the Agency may be taken or executed by the officials specified in the SC.
- 1.6. Taxes and Duties** The Agency and their Personnel shall claim for additional cost towards GST for reimbursement .The Agency and their Personnel shall pay all applicable taxes, duties, fees, and other impositions levied under the Applicable Law as specified in the SC, the amount of which is deemed to have been included in the Contract Price.
- 1.7. Fraud and Corruption** If ORMAS determines that the Agency and/or its Personnel, sub-contractors, sub-consultants, services providers and suppliers has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices, in competing for or in executing the Contract, then ORMAS may, after giving 14 days notice to the Agency, terminate the Agency engagement under the Contract, and the provisions of Clause 2 shall apply as if such expulsion had been made under sub-clause 2.6.1(c). Should any personnel of the Agency be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Contract, then that personnel shall be removed in accordance with sub-clause 4.2(a).

1.8. Definitions

1.8.1.

For the purposes of this sub-clause, the terms set-forth below are defined as follows:

- I. **“corrupt practice”** is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party ;
- II. **“fraudulent practice”** is any act or omission including a misrepresentation, or suppression of facts or disclosure of incomplete facts that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation ;
- III. **“collusive practice”** is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party ;
- IV. **“coercive practice”** is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party ;
- V. **“obstructive practice” is**
 - a. deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede ORMAS, investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - b. acts intended to materially impede the exercise of the ORMAS’s inspection and audit rights provided for under Clause 3.8.

1.8.2. Measures to be Taken

- VI. ORMAS will terminate the contract by thirty (30) days notice if it determines at any time that representatives of the Agency were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the Agency having taken timely and appropriate action satisfactory to ORMAS to remedy the situation;
- VII. ORMAS will sanction an Agency, including declaring the Agency ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed contract

if it at any time determines that the Agency has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Bank-financed contract;

1.8.3. Commissions and Fees

ORMAS will require the successful Agency to disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SCC. The date the Contract comes into effect is defined as the Effective Date.

2.2 Commencement of Services

The Agency shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.

2.3 Expiration of Contract

Unless terminated earlier pursuant to Clause GC 2.6 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.

2.4 Modifications or Variations

Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

2.5 Force Majeure

2.5.1 Definition

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party affected by such event and cannot by exercise of reasonable diligence, reasonable precautions and reasonable alternative measures makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.6 Termination

2.6.1 by ORMAS

ORMAS may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause GC 2.6.1. In such an occurrence ORMAS shall give a not less than thirty (30) days' written notice of termination to the Agency, and sixty (60) days' in the case of the event referred to in (e).

- (a) If the Agency does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as ORMAS may have subsequently approved in writing.
- (b) If the Agency becomes insolvent or bankrupt.
- (c) If the Agency, in the judgment of ORMAS has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- (d) If, as the result of Force Majeure, the Agency is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (e) If ORMAS, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- (f) If the Agency fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.
- (g) If there is failure on the part of the Agency to abide by the work the conditions stipulated in the work shall be strictly adhered to and violation of any of these conditions shall entail immediate termination of the work without prejudice to the rights of concerned ORMAS/Designated Authority with such penalties as specified in the RFP Document and the agreement and the firm will be black listed and debarred from any further bidding process under ORMAS

2.6.2 By the Agency

The Agency may terminate this Contract, by not less than thirty (30) days' written notice to ORMAS, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause GC 2.6.2:

- (a) If ORMAS fails to pay any money due to the Agency pursuant to this Contract and not subject to dispute pursuant to Clause GC 7 hereof within forty-five (45) days after receiving written notice from the Agency that such payment is overdue.
- (b) If, as the result of Force Majeure, the Agency is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (c) If ORMAS fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.

2.6.3 Payment upon Termination

Upon termination of this Contract pursuant to Clauses GC 2.6.1 or GC 2.6.2, ORMAS shall make the following payments to the Agency:

- (a) payment pursuant to Clause GC 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a) through (c), and (f) of Clause GC 2.6.3(f), reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

3. OBLIGATIONS OF THE AGENCY

3.1. General

3.1.1. Standard of Performance

The Agency shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Agency shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to ORMAS, and shall at all times support and safeguard ORMAS's legitimate interests in any dealings with Sub-Agency or third Parties.

3.2. Conflict of Interests

The Agency shall hold ORMAS's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

3.2.1. Agency not to Benefit from Commissions, Discounts, etc.

The payment of the Agency pursuant to Clause GC 6 shall constitute the Agency's only payment in connection with this Contract or the Services, and the Agency shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Agency shall use their best efforts to ensure that the Personnel, any Sub-agency, and agents of either of them similarly shall not receive any such additional payment.

3.2.2. Agency and Affiliates not to be otherwise interested in Project

The Agency agrees that, during the term of this Contract and after its termination, the Agency and any entity affiliated with the Agency, and any entity affiliated with the Agency, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Agency Services for the preparation or implementation of the project.

3.2.3. Prohibition of Conflicting Activities

The Agency shall not engage, and shall cause their Personnel as well as their Sub-Agency and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.

3.3. Confidentiality

Except with the prior written consent of ORMAS, the Agency and

the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Agency and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

3.4. Insurance to be Taken Out by the Agency

The Agency (a) shall take out and maintain, and shall cause any Sub-Agency to take out and maintain, at their (or the Sub-Agency', as the case may be) own cost, insurance against the risks, and for the coverage, as shall be and (b) at ORMAS's request, shall provide evidence to ORMAS showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5. Sub-Contracting

The Agency shall not sub contract either part or full obligations or scope under this contract under any circumstances.

3.6. Reporting Obligations

a) The Agency shall submit to ORMAS the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.

b) Final reports shall be delivered in CD ROM to ORMAS in addition to the hard copies specified in said Appendix.

3.7. Documents Prepared by the Agency to be the Property of ORMAS

a) All plans, drawings, specifications, designs, reports, other documents and software submitted by the Agency under this Contract shall become and remain the property of ORMAS, and the Agency shall, not later than upon termination or expiration of this Contract, deliver all such documents to ORMAS, together with a detailed inventory thereof.

b) The Agency may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.

3.8. Indemnification

A) The Agency shall indemnify ORMAS against all actions, suits, claims, demands and proceedings and any loss or damage or cost or expense that may be suffered by them on account of anything done by the Agency in connection with the performance of its obligations under this contract.

B) The Agency shall also indemnify ORMAS for any liability levied by any Government authority for all direct and indirect taxes compliance on our contract with ORMAS for providing Services.

4. AGENCY PERSONNEL

- 4.1. Description of Personnel** The Agency shall employ and provide such qualified and experienced Personnel as are required to carry out the Services. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Agency, Key Personnel are described in Appendix C.
- 4.2. Removal and/or Replacement of Personnel**
- (a) Except as ORMAS may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Agency, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Agency shall provide as a replacement a person of equivalent or better qualifications.
 - (b) If ORMAS finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Agency shall, at ORMAS's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to ORMAS.
 - (c) The Agency shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. OBLIGATIONS OF ORMAS

- 5.1. Assistance and Exemptions** ORMAS shall use its best efforts to ensure to provide the Agency such assistance and exemptions as specified in the SC.
- 5.2. Change in the Applicable Law Related to Taxes and Duties** If, after Effective Date of Contract and during the tenure of this contract, in case there is any change in the Applicable Law with respect to levy of any additional taxes, then the same may be claimed by the agency.
- 5.3. Services and Facilities** ORMAS shall make available free of charge to the Agency the Services and Facilities listed under Appendix D.

6. PAYMENTS TO THE AGENCY

6.1. Lump-Sum Payment

6.1.1. Total Payment The total payment due to the agency shall not exceed the prices mentioned in SC. Except as provided in Clause 5.2, the Contract Price may only be increased/decreased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

6.1.2. Reimbursements For all the additional activities which are beyond the scope of the existing contract like know your culture, know your city, etc. to be taken up by the Agency, reimbursements will be made as per the action plan provided with financial implications.

6.2. Contract Price

- (a) **The Contract price** as specified in SC. The contract price is exclusive of all other taxes and duties, exclusive of GST.
- (b) The price payable is in Indian Rupees
- (c) Bank Account Details

6.3. Terms and Conditions of Payment Payments will be made to the account of the Agency and according to the payment schedule stated in the SC.

7. GOOD FAITH

7.1. Good Faith The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

8. SETTLEMENT OF DISPUTES

8.1. Amicable Settlement The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation. During pendency of the dispute(s) requiring resolution, the Agency shall not stop the work and should proceed further with the activities as per scope of work except in case where ORMAS specifically requested the Agency to stop any part of the scope of work.

The jurisdiction for any un resolved dispute will be the courts of Bhubaneswar

II. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1	The Contract shall be construed in accordance with the law of India
1.2	The language/s is English
1.3	The addresses are: Chief Executive Officer Odisha Rural Marketing & Development Society (ORMAS) SIRD Campus, Unit-8 Bhubaneswar Odisha Pin Code:751012 E-mail: ormashq@gmail.com Agency.....
1.5	The Authorized Representatives are: <u>For ORMAS:</u> Chief Executive Officer Odisha Rural Marketing & Development Society (ORMAS) SIRD Campus, Unit-8 Bhubaneswar Odisha Pin Code:751012 E-mail: ormashq@gmail.com <u>For the Agency: --</u>
1.6	The contract price is exclusive of taxes and duties and exclusive of GST. It is the sole responsibility of the agency to discharge their tax liability and can claim for only GST if applicable. If, after Effective Date of Contract and during the tenure of this contract, in case there is any change in the Applicable Law with respect to levy of any additional taxes, then the same may be claimed by the agency.
2.1	The Effective Date is:
2.2	Termination of Contract for Failure to Become Effective: The time period shall be 30 days
2.3	Expiration of Contract: The time period shall be 12 months i.e.performance based on completion of deliverables and quality of outputs as per agreed work plan ORMAS may use Additional Service of the firm subject to exigencies of work and satisfactory performance.
3.7	All proprietary rights remain with ORMAS. The Agency shall not use the data in any form, and other related Documents for purposes unrelated to this Contract without the prior written approval of

	ORMAS.		
6.2	Fees payable to the Agency is as follows:		
	Location		
	TOTAL	INRExcluding GST	
<p><i>The above financial cost shall be Exclusive of all taxes, duties and exclusive of GST. ORMAS shall not be liable for any other cost but Agency can claim for GST additional amount if applicable. The TDS will be deducted from the Contract Price as per the provisions of Income Tax Act, 1961. The Agency shall submit their invoices on quarterly basis with the relevant supporting documents and with the breakup of basic price and GST to ORMAS.</i></p>			
6.2 (c)	<p>Bank account details of the Agency Name of Account: Name of Bank : Address of Bank : Account No. : Type of Account : IFSC Code : Branch Code : MICR Code :</p>		
6.3	<u>Payment Schedule</u>		
	Milestone & Time Line	Target	Payment
	On signing of MoU and submission of work plan		10% of the Contract Value
	Completion of 1 st Quarter and successful delivery of assignments	Minimum 25% of the total Candidate target at proposed location.	20% of the Contract Value
	Completion of 2 nd Quarter and successful delivery of assignments	Minimum 25% of the total Candidate target at proposed location.	20% of the Contract Value
	Completion of 3 rd Quarter and successful delivery of assignments	Minimum 25% of the total Candidate target at proposed location.	20% of the Contract Value
	Completion of 4 th Quarter and successful delivery of assignments and submission of UC and audited accounts	Minimum 25% of the total Candidate target at proposed location.	30% of the Contract Value
8.1	<p>Disputes shall be settled by arbitration in accordance with the following provisions: Disputes, if any, shall be discussed and mutually settled. In case of disagreement, the same shall be referred to Executive Committee or designated officer of ORMAS. After referring to Executive Committee or designated officer if the said dispute is not resolved, the same shall be referred to the court subject to Bhubaneswar jurisdiction only.</p>		

Appendices

APPENDIX A – DESCRIPTION OF SERVICES

TERMS OF REFERENCE FOR AGENCY TOWARDS SERVICES OF MSC

1. Background:

ORMAS is an autonomous professional body under the aegis of Panchayati Raj Department, Government of Odisha. ORMAS was constituted under the Societies Registration, Act of 1860, in the year 1991, engaged in Livelihood promotion, Marketing of Rural Products, Skill Development & Placement and Mahila Kishan Sashaktikaran Pariyojana (MKSP) and operating in 30 districts of Odisha.

Ever since inception, ORMAS (Odisha Rural Development and Marketing Society) is the first and only organization of its type, under the Panchayati Raj Department, Government of Odisha, facilitating sustainable livelihoods for rural producers, under different poverty alleviation programmes. In the process, providing training, capacity building, value addition, adopting key activity approach and adopting clusters, thus bringing economic hope and promise to rural Odisha and India.

ORMAS is the nodal agency for the implementation of the DDU GKY project in the state. The total training target for the financial year 2019-22 is 150000 and the placement target is 105000 approximately. Till date ORMAS has achieved training of 43000 candidates and placed 20000 candidates.

2. Objective of ORMAS:

ORMAS has been instrumental in the field of skill development of rural youths of Odisha and it has been following certain mandates in order to ensure successful implementation of the programme:

- Mobilization of Rural Youth
- Skill Enhancement of rural youth
- Policy framing and advocacy for Skill Development Programmes
- Capacity Building of project implementing Agencies (PIAs) and Skill Development Cell
- Designing skill development promotional strategies
- Documentation of best practices on pilot basis and scaling up
- Placement and Post placement Tracking

3. DDU-GKY Programme in Odisha & Need for Migration Support/Post placement Support Centres:

Deen Dayal Upadhyaya Grameen Kaushalya Yojana (DDU-GKY) is the placement and career progression oriented skilling initiative of the Ministry of Rural Development, Government of India (MoRD). The programme has its origins in the special projects component of the Swarnajayanti Gram Swarozgar Yojana (SGSY) and Aajeevika Skills Development Programme (ASDP) which provided timebound skill training and economic empowerment of BPL families. It is an important part of the current National Skill Development Policy and serves as one of the strategic intervention of National Rural Livelihoods Mission (NRLM). The programme aims to bring about rapid economic and social transformation among rural youth by linking them with formal wage employment and career progression opportunities. The focus of the initiative is on skill development enabling employment and career progression opportunities for the rural poor, especially the ones with limited access to decent employment.

In its conceptualization DDUGKY recognized the imperative of migration among youth that have received new employable skills and are in search for employment opportunities. In several cases the DDUGKY beneficiaries have to relocate from their native districts and/or states for work after being skilled through the programme. New to the city, confronted with lifestyle and cultural shocks and unfamiliar with the norms and demands of urban labour markets, most alumni face problems in adapting to the urban environment. Attrition among migrant alumni placed in faroff cities is high as they find it difficult to cope up with the isolation, regimented work conditions, high costs of living and return home early unable to integrate with the urban milieu.

Carrying the similar vision ORMAS (Odisha Rural Development and marketing Society) the SRLM at Odisha under Panchayati Raj Department, Government of Odisha which is the nodal agency for implementing the DDUGKY programme in the state has initiated the process of establishing Migration Support Centres/Post placement Support Centres in the locations where it has maximum concentration of the students placed through the programme. The State has been immensely working towards successful accomplishment of the programme. In due course of its implementation, the state has successfully completed training of more than 40000 candidates and placed around 20000 students both within and outside the state.

4. Migration Support Centers/Post Placement support centers:

Migration Support Centers (MSCs) are conceptualized as walkin resource centers for successful trainees of DDUGKY, displaced from their native places in search of better employment prospects. MSCs are designed to offer counseling, access to information, acclimatization support and targeted services to vulnerable displaced workers.

In stage I, it is proposed to set up MSCs/PPSCs in the cities that receive large number of migrant youth. Creation of support centers at source locations of DDU-GKY trainees would be undertaken in second phase.

A collection of services meant to reduce the hardships of young skilled workers coming to cities and enable greater returns from the urban labour markets are termed as migration services. Migration Support Services are proposed to be offered through a network of walkin resource centers catering to the requirements, and exigencies faced by workers and their families. The Core Migration Support Services include –

- > Registration of workers migrated out of their home (native) locations and facilitating access to identity related documents
- > Access to basic social services: housingrelated, schools, hospitals, etc.
- > Access to basic Government services, social programmes / schemes, etc.
- > Financial inclusion, bank linkages, salary remittance from remote locations, financial counseling, and linkages to social security
- >Healthcare counseling, health education and linkages with formal institutions/schemes
- > Legal education, mediation and counseling services for workers facing disputes at work

[Note: Given that, DDUGKY enables identity creation within the trainee enrolment process with due linkages to Aadhar Card, there will be limited identity related support requirements for an alumnus of DDUGKY]

5. Minimum Infrastructure Requirement:

- The overall space of the Migration Support Centre shall be 3500 sq. including the following physical infrastructure:
 - Dormitory Facility the overall size of which might range between 1500 to 2000sq. ft.
 - A common room that can be used a multi-purpose hall, the size of which could range between 600 and 1000 sq.ft.
 - Two or Three rooms to serve as office and reception space which should be fully furnished with adequate power supply
 - The MSC should have 2-3 computers with basic accessories like scanner, UPS, printer, internet connection etc.
 - There should be a provision for power backup such as generator or inverter
 - A basic kitchen to prepare food for all candidates in transit and guests.
 - Four toilets and bathrooms separate for men and women

6. Scope of Work, Key Deliverables and Output:

SI	Proposed Intervention	Activities	Quantified Target (Min)	Targeted Output/Outcome
A.	Youth registration and identity solutions	A1. Youth Registration	2000	All DDU-GKY Candidates of ORMAS
		A2. photo IDs by Companies to Candidates	2000	For all registered youth
		A3. Linkages to government IDs- Aadhaar	2000	For all registered youth
		A4. ESIC registration	2000	For all registered youth
B.	Youth counseling and post-placement acclimatization support	B1. Acclimatization support	2000	For all registered youth
		B2. Post Placement & PPS Tracking	2000	For all registered youth
		B3. Alumni meet	500 ORMAS will sponsor	2 alumni meet in a year
C.	Counselling & Literacy Workshop for Youth	C1. Legal Literacy	2000	Per Quarter 2 Camps Minimum 250 Youth/Camp (8 Camp in a Year)
		C2. Financial Literacy	2000	
		C3. Insurance linkages (PMJJBY & PMSBY)	All registered candidates to be aware by the agency	
		C4. Pension linkages (APY)	All registered candidates to be aware by the agency	
		C5. Occupational Health Hazard	All registered candidates to be aware by the agency	
		C6. Routine Health checkup	2000	
		C7. Facilitation in Opening of bank accounts	All registered youths.	
		D1. Helpline Services (Toll Free No.)	One toll free help line	For all registered youth

D.	Monthly Basis tasks and reports		number	
		D2. Linkages to Open Schooling and Access to further education opportunities	100 nos	As per Need
		D3. Facilitation in Monthly Transportation pass (Bus / Train / Metro)	All(To and fro) as per requirement	As per Need
		D4. Facilitation in Railway Tickets	As per need	As per Need
		D5. Distribution of MSC book (Hard copy & soft copy)	Standard books to be given by ORMAS	For all registered youth
		D6. Facilitation Parents Exposure Meet	ORMAS will sponsor	As per Need
		D7. Facilitation during Physical placement verification by ORMAS	If assigned by ORMAS	As per Need
		E.	E1. Providing access to Placement Services including Transitioning Support from one job to another for Career Progression	1000
	E2. MSC will facilitate in linking at least 100 job opportunity per month in coordination with various leading companies with the purpose of career progression & increase retention of working DDU-GKY placed candidates. In this context, MSC will surely adhere the minimum wage norms of the respective state as well as ensure the wages provisions of DDU-GKY.			
	E3. MSC will Facilitate and ensure the average salary of registered candidates should increase Rs 500/- in this financial year i.e. 2019-2020. MSC will share the half yearly report regarding this analysis. (500 Candidates annually)			

7. The agency shall conduct Alumni meet atleast twice in a year. The excess expenditure shall be reimbursed as per actual.

8. Review & Monitoring Mechanism

Agency has to submit Quarterly Progress Report (QPR) within 15days, after completion of each quarter. ORMAS will validate/Review/ Examine the report & submit the observation if any, within 7 working days afterwards. Again agency has to resubmit the compliances of the observation within 3 working days since the observation submitted by ORMAS. ORMAS reserve final right to accept/ reject the compliances within the last date of the month.

Apart from QPR report agency has to update the Google sheet/ any of the platforms which will be intimated to the agency time to time on monthly basis & any of the report required at ORMAS end, the agency has to send it on demand basis unflinchingly.

9. Indicative nos. of Candidates placed

Sl.	Location of MSC	Indicative nos of Candidates placed	Total Target in Nos
1.	Bangaluru (Karnataka)		2000
2.	Pune (Maharastra)		2000

10. Payment Modalities

Payment will be released to party, based on periodic submission of documents as mentioned in deliverables:

Milestone & Time Line	Target	Payment
On signing of MoU and submission of work plan		10% of the Contract Value
Completion of 1 st Quarter and successful delivery of assignments	Minimum 25% of the total Candidate target at proposed location.	20% of the Contract Value
Completion of 2 nd Quarter and successful delivery of assignments	Minimum 25% of the total Candidate target at proposed location.	20% of the Contract Value
Completion of 3 rd Quarter and successful delivery of assignments	Minimum 25% of the total Candidate target at proposed location.	20% of the Contract Value
Completion of 4 th Quarter and successful delivery of assignments and submission of UC and audited accounts	Minimum 25% of the total Candidate target at proposed location.	30% of the Contract Value

11. Penalty

Delay in achieving target will lead to penal imposition of contract value per week up to maximum of 10% of contract value. If the penalty reaches 10% of contract value the contract will suo-motto be terminated/as decided by CEO-ORMAS which will be abide to both the parties. The penalty will be imposed as 0.5% of the contract value per week and maximum up to 10% of the Contract value. The penalty shall be imposed from the Performance security deposited by the agency .

12. Audit

The account of the Migration Support Centre will be audited by an Independent Chartered Accounts as per the provisions of Indian Accounts Standards in each of the financial year. The Audit report must be submitted with the ORMAS for information. As public money is involved into this hence, accounts are subject to being audited by ORMAS/any of the Govt. bodies at their discretion.

APPENDIX B - REPORTING REQUIREMENTS

The Agency shall submit its report to the Chief Executive Officer, Odisha Rural Development & Marketing Society, SIRD Campus, Unit-8, Bhubaneswar, Odisha on quarterly basis within fifteen (15) days from the end of the relevant quarter.

APPENDIX C - KEY PERSONNEL

Sl. No	Name of the Staff	Position
1		Centre Coordinator
2		Community Mobiliser/Counselor
3		Office Boy

APPENDIX D - SERVICES AND FACILITIES PROVIDED BY THE CLIENT

ORMAS will provide the following:

1. Data and other information
2. Management support

APPENDIX E: SUMMARY OF COSTS FOR THE ASSIGNMENT

Item	Cost (INR)
a. Staff Professional Fee	
b. Programme support cost expenses	
Total Assignment Cost excluding Tax	
Add: GST as applicable	xxx

b. BREAKDOWN OF STAFF PROFESSIONAL FEE

SR. No.	NAME (A)	POSITION (AS IN TECH-4) (B)	TOTAL TIME INPUT (IN MONTHS) (C)	RATE PER MAN MONTH (IN INR) (D)	TOTAL PROFESSIONAL FEE (IN INR) (C*D)
KEY STAFFS					
1		Centre Coordinator	12 Months		
2		Community Mobiliser/Counselor (1)	12 Months		
		Community Mobiliser/Counselor (1)			
3		Office Boy	12 Months		
Total Staff Professional Fee					

c. BREAKDOWN OF PROGRAMME SUPPORT COST

Sl. No.	Type of Program Support Cost Expenses	Unit Cost Rs. per candidate (Target may increase or decrease; payment shall be made on pro-rata basis)	Total Cost for 2000 Candidates in INR
Category – A			
1.	Legal and Financial Literacy		
2.	Health Camp		
Category – B			
Sl. No.	Type of Program Support Cost Expenses	Unit Cost	Total Cost
1.	Centre Rent, travel, local conveyance, electricity, phone & internet, maintenance and administrative expenses	Lumpsum	(Maximum)
Total Programme Support Cost. (Cat A + B)			

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