

**REQUEST FOR PROPOSAL (RFP)**

**FOR**

**ESTABLISHMENT OF PROGRAMME  
MANAGEMENT UNIT (PMU)**

**FOR**

**IMPLEMENTATION OF TASAR SERICULTURE  
PROJECTS**

**IN MAYURBHANJ, KEONJHAR,  
SUNDERGARH AND JAJPUR DISTRICTS**

**SANCTIONED**

**UNDER**

**ODISHA MINERAL BEARING AREAS  
DEVELOPMENT CORPORATION (OMBADC)**

**DIRECTORATE OF TEXTILES  
GOVERNMENT OF ODISHA**

**19.05.2025**

**Notice Inviting–Request for Proposal (RFP)****Directorate of Textiles, Govt. of Odisha**

**Request for Proposal (RFP) for the establishment of Program Management Unit(PMU)for effective implementation of Tasar Sericulture projects sanctioned by OMBADC to Directorate of Textiles, Government of Odisha**

Last date for receipt of responses to the “RFP”, by post (Registered/ Speed) only to reach this office on or before **05.07.2025, 17.00 hrs.**

For further detail please go through our Dept. website: <https://textiles.odisha.gov.in> and <https://sadhacodisha.org>

In order to strengthen the sericulture sector in the mining affected districts, various projects have been sanctioned by OMBADC for implementation by Directorate of Textiles. These projects will be implemented in 4 OMBADC operated districts – Keonjhar, Mayurbhanj, Sundargarh & Jajpur.

In this context, Directorate of Textiles intends to establish a Programme Management Unit (PMU), for a period of 18 months to support the Directorate/ office of Assistant Sericulture (ADS/ PTRCS) in implementing the projects sanctioned for development of Tasar Sericulture in Mayurbhanj, Keonjhar, Sundargarh and Jajpur districts under OMBADC.

The salient features of the project, eligibility criteria and prescribed formats for submission can be accessed in the RFP document uploaded on the website: <https://textiles.odisha.gov.in> and <https://sadhacodisha.org>

Interested Applicants / Consultancy Firms are requested to submit their responses to the “RFP”, by post (Registered/ Speed) only on or before **05.07.2025, 17.00 hrs**. The submissions must be addressed to:

**The Director of Textiles & Handloom  
Directorate of Textiles,,  
Government of Odisha, Satya Nagar  
Near Satya Nagar Kali Mandir  
Bhubaneswar - 751007**

**DISCLAIMER**

1. This RFP document is neither an agreement nor an offer by Directorate of Textiles, Government of Odisha to the prospective applicants / Consultancy firms or any other person. The purpose of this RFP is to provide information to the interested parties that may be useful to them in the formulation of their Proposal pursuant to this RFP.
2. Directorate of Textiles does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this RFP document and it is not possible for Directorate of Textiles to consider the needs of each party who reads or uses this document. RFP includes statements which reflect various assumptions and assessments arrived at by Directorate of Textiles in relation to the statement of work. Such assumptions, assessments and statements do not purport to contain all the information that each applicant may require. Each prospective applicant should conduct its own investigations and analysis and check the accuracy, reliability and completeness of the information provided in this RFP document and obtain independent advice from appropriate sources.
3. Directorate of Textiles will not have any liability to any prospective applicant/ Firm/ or any other person under any laws (including without limitation the law of contract), the principles of equity, restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP document, any matter deemed to form part of this RFP document, the award of the Assignment, the information and any other information supplied by or on behalf of Directorate of Textiles or their employees, any PMU or otherwise arising in any way from the selection process for the assignment. Directorate of Textiles will also not be liable in any manner whether resulting from negligence or otherwise however caused arising from reliance of any applicant upon any statements contained in this RFP.
4. Directorate of Textiles will not be responsible for any delay in receiving the proposals. The issue of this RFP does not imply that Directorate of Textiles is bound to select applicant or to appoint the selected applicant or the services and Directorate of Textiles reserves the right to accept/reject any or all of proposals submitted in response to RFP document at any stage without assigning any reasons whatsoever. Directorate of Textiles also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted RFP application.
5. The information given is not exhaustive on account of statutory requirements and should not be regarded as complete or authoritative statement of law. Directorate of Textiles accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
6. Directorate of Textiles reserves the right to change/ modify/ amend/ cancel any or all provisions of this RFP document. Such revisions to the RFP / amended RFP will be made available on the website: <https://textiles.odisha.gov.in> and <https://sadhacodisha.org>

**SECTION 1: LETTER OF INVITATION**

Bhubaneswar  
Date: 19.05.2021

**Directorate of Textiles**

Sericulture has always been an important traditional occupation of indigenous tribal communities across the mineral bearing areas of north-west Odisha, particularly, Keonjhar, Mayurbhanj, Sundergarh, Jajpur, Anugul and Deogarh districts, which contribute to more than 90% of the state's Tasar production. Odisha is the 3<sup>rd</sup> largest producer of Tasar in the country and about 40,000 families are engaged directly and indirectly in Tasar sericulture for a livelihood activities in the state.

Odisha is endowed with rich mineral resources of the country. Mineral wealth is key for the rapid industrialization and infrastructural development of the state. Odisha Mineral Bearing Areas Development Corporation (OMBADC) was formed as a Section 25 Company on 02<sup>nd</sup> December 2014 as per the directive of Hon'ble Supreme Court of India for undertaking specific tribal welfare and area development works to ensure inclusive growth of mineral bearing areas.

In this context, the Directorate of Textiles invites Proposals from interested and eligible Consulting Firms for the establishment of a Programme Management Unit (PMU) for implementation of Tasar sericulture projects in Mayurbhanj, Keonjhar, Sundergarh and Jajpur districts sanctioned under OMBADC, to overall strengthen the sericulture sector in the mining areas of the state and improve the livelihood outcomes of indigenous tribal communities.

The applicant/ Consultancy Firm will be selected as per Quality cum Cost Based Selection (QCBS) process described in the RFP and will be responsible for continuous engagement with the Directorate of Textiles, District Administrations office of Assistant Director Sericulture (ADS/ PTRCS) and other agencies in the implementation of projects sanctioned under OMBADC for livelihood generation programme to Tasar Sericulture sector.

The RFP includes the following documents

Section 1	Letter of Invitation
Section 2	Instructions to Applicants/ Consultancy Firms
Section 3	Pre-Qualification and Technical Proposal-Standard Forms
Section 4	Financial Proposal-Standard forms
Section 5	Terms of Reference
Section 6	Standard format of Work Order

1. All clarifications/corrigendum will be published only on the official e mail of Directorate of Textiles. The official site for accessing the information related to the RFP is: <https://textiles.odisha.gov.in> and <https://sadhacodisha.org>

**Director of Textiles & Handloom, Odisha**

**1. General terms and conditions and instructions for submission of tenders:****1. Time schedule of tender process:**

#	Particulars / Activity	Time Schedule
1	Start date for issue of RFP  (Publication of Advertisement)	19.05.2025
2	Last date for receiving queries/requests for clarification	31.05.2025 (17.00 Hrs.)
3	Pre Bid Meeting virtual mode	02.06.2025 (12.00 Hrs.)
4	Directorate of Textiles' response to queries/requests for clarification	10.06.2025 (17.00 Hrs.)
5	Last date of receipt of proposals	05.07.2025 (17.00 Hrs.)
6	Date & Time for opening the Pre-qualification documents	09.07.2025 (11.00 Hrs.)
7	Opening of Technical Bid	11.07.2025 (11.00 Hrs.)
8	Presentation by successful applicants meeting the pre-qualification criteria	16.07 .2025 (11.00 Hrs.)
9	Opening of Financial bids	19.07.2025 (11.00 Hrs.)

## SECTION 2: INSTRUCTION TO APPLICANTS

### 1.1. Introduction

- 1.1.1 The Client, named in the Data Sheet will select an agency in accordance with the method of selection specified in the data sheet. Applicants are advised that the selection of PMU shall be based on an evaluation by client through the selection process specified in this RFP (the selection process). Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the selection process will be given and that client's decisions are final without any right of appeal whatsoever.
- 1.1.2 The Applicants are invited to submit Pre-qualification, Technical and Financial Proposals (collectively called as-the Proposal), as specified in the datasheet, for the services required for the assignment. The Proposal will form the basis for grant of Work Order to the selected PMU. The PMU shall carry out the assignment in accordance with the Terms of Reference of RFP (the ToR).
- 1.1.3 The Applicant shall submit the Proposal in the form and manner specified in this RFP. The Proposal shall be submitted as per the forms given in relevant sections herewith.
- 1.1.4 Applicants shall bear all costs associated with the preparation and submission of their proposals and their participation in the selection process and presentation including but not limited to postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by client or any other costs incurred in connection with or relating to its Proposal. The client is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to grant of Work Order, without thereby incurring any liability to the applicants.
- 1.1.5 The Client requires that the applicant shall hold client's interest's paramount, avoid conflicts with other assignments or with its own interests and act without any consideration for future work. The applicant shall not accept or engage in any assignment that may place it in a position of not being able to carry out the assignment in the best interests of Client and the project.
- 1.1.6 It is the Client's policy to require that the applicants observe the highest standard of ethics during the selection process and execution of work /assignment. In pursuance of this policy, the client:
  - a) will reject the proposal for award if it determines, at any stage/time, that the applicant has engaged in corrupt or fraudulent activities in competing for the Work Order in question;

- b) Will declare an applicant ineligible, either indefinitely or for a stated period of time, to be awarded any contract or Work Order if it at any time determines that the applicant has engaged in corrupt or fraudulent practices in competing for and in executing the Work Order.
- 1.1.7 **Arbitration:** If any dispute or difference of any kind whatsoever arises between the parties in connection with or arising out of or relating to or under this RFP, the parties shall promptly and in good faith negotiate with a view to its amicable resolution and settlement. In the event no amicable resolution or settlement is reached within a period of thirty (30) days from the date on which the above-mentioned dispute or difference arose, such dispute or difference shall be finally settled by the Secretary, Handlooms, Textiles & Handicrafts Department whose decision shall be final and binding on the parties.
- 1.1.8 **Termination of assignment:** Client will have the right to terminate the assignment by giving 30 (thirty) days' notice in writing. In the event of termination for no fault of applicant, the Client will reimburse all the expenses incurred by the applicant (upon submission of proof) including closing-up of the project. If the assignment is terminated due to the fault of the applicant or in case of termination of the assignment by the applicant for reasons not attributable to the Client, the Client will forfeit the performance security of the applicant. **Further, no change in team configuration by the applicant is allowed without prior approval of the Client.**
- 1.1.9 The applicant shall submit his proposal in four separate sealed envelopes containing and clearly marked as Earnest Money Deposit (EMD), Pre-Qualification Proposal, Technical Proposal and Financial Proposal, placed into an outer envelope – sealed and marked “DO NOT OPEN EXCEPT IN PRESENCE OF OFFICIAL APPOINTED”. The applicant shall submit the proposal by post (Registered / Speed) only at the Directorate of Textiles. No proposal shall be accepted in any other form and shall be summarily rejected. The submissions of EMD and Pre-Qualification shall be evaluated first as specified in this RFP. Subsequently the technical and financial evaluation as specified in this RFP will be carried out only for those applicants who meet the Pre- Qualification criteria. Based on this evaluation, all finally qualified applicants shall be prepared in the order of their merit.
- 1.1.10 The evaluation will be done in accordance with procedure given in Clause 1.6.7.
- 1.1.11 Number of Proposals: No applicant shall submit more than one application.
- 1.1.12 Right to reject any or all Proposals:
  - i. Notwithstanding anything contained in this RFP, the Client reserves the right to accept or reject any proposal and to annul the selection process and reject all proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.



- ii. Without prejudice to the generality of above, the Client reserves the right to reject any proposal if:
  - a. At any time a misrepresentation is made or discovered, or
  - b. The applicant does not provide, within the time specified by the Client, the supplement all information sought by the Client for evaluation of the proposal.
- iii. Such misrepresentation / improper response by the applicant may lead to the disqualification of the applicant. If such disqualification/rejection occurs after the proposals have been opened and the highest-ranking applicant gets disqualified/rejected, then the Client reserves the right to consider the next best applicant, or take any other measure as may be deemed fit in the sole discretion of the Client, including annulment of the selection process.

#### **1.1.13 Acknowledgement by Applicant**

- i. It shall be deemed that by submitting the Proposal, the applicant has:
  - a. Made a complete and careful examination of the RFP;
  - b. Received all relevant information requested from the Client;
  - c. Accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Client;
  - d. Satisfied itself about all matters, things and information, including matters here in above, necessary and required for submitting an informed application and performance of all of its obligations there under;
  - e. Acknowledged that it does not have a conflict of interest;
  - f. Agreed to be bound by the undertaking provided by it herewith
  - g. Conducted its own investigations and analysis and checked the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtained independent advice from appropriate sources.
- ii. The Client and/ or its advisors shall not be liable for any omission, mistake or error on the part of the applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the selection process, including any error or mistake therein or in any information or data given by the Client and/ or its consultant.

## 1.2. CLARIFICATION AND AMENDMENT OF RFP DOCUMENTS

Applicants may seek clarification on this RFP document, within seven (7) days of the date of issue of this RFP document. Any request for clarification must be sent by standard electronic means (PDF and/ or word file) to the Client's email address (mentioned below) or through post (Registered / Speed) to client's office addressed to:

**The Director of Textiles & Handloom**  
**Directorate of Textiles,**  
**Satya Nagar, Near Kali Mandir**  
**Bhubaneswar-751007**  
**Email: [textiles.odisha@gov.in](mailto:textiles.odisha@gov.in)**

The Client will endeavor to respond to the queries prior to the proposal due date (PDD). The Client will post the reply to all such queries on its official website. At any time before the submission of Proposals, the Client may, for any reason, whether at its own initiative / discretion or in response to a clarification requested by a prospective applicant, modify / update the RFP documents by way of an amendment. Only the amendments / corrigenda posted on the Client's Official Website shall be valid. In order to provide the applicants as on able time for taking an amendment into account, the Client may at its discretion extend the proposal due date.

### **Pre Bid Meeting:-**

- 1.2.1 Pre-bid meeting shall be convened on 02.06.2025 at 11.00 Hrs. to clarify any concerns bidders may have with the solicitation documents, scope of work and other details of the requirement.
- 1.2.2 Agencies may request a clarification on any clause of the RFP document during the pre-bid meeting.
- 1.2.3 At any time before the submission of proposals, this Directorate may amend the RFP by issuing an addendum in writing or by announcing it through its website

## 1.3. Earnest Money Deposit

- 1.3.1 An Earnest Money Deposit in the form of a Demand Draft/ Bank Guarantee, from a scheduled **Nationalized / Scheduled** Bank in favor of Establishment Officer (DDO), Directorate of Textiles, Bhubaneswar, payable at Bhubaneswar, for the sum of Rs. 2,50,000/- (Rupees Two lakh fifty thousand only) shall be required to be submitted in original by each applicant. The Bank Guarantee shall be in the format Form 3F.
- 1.3.2 The Demand Draft/Bank Guarantee in original shall be placed in an envelope and marked as — EMD (No.)

Department	Bank	Branch	Account No	IFSC Code	In favor of
Directorate of Textiles, Odisha	State Bank of India	Bapuji Nagar	10977507210	SBIN0006408	Establishment Officer (DDO), Directorate of Textiles, Bhubaneswar

- 1.3.3 Client will not be liable to pay any interest on Earnest Money Deposit. Earnest Money of Pre-Qualified but unsuccessful applicants shall be returned, without any interest, within one month after grant of the Work Order to the selected applicant or when the selection process is cancelled by Client. The selected applicant's Earnest Money shall be returned, without any interest upon the applicant accepting the Work Order and furnishing the Performance Security in accordance with provision of the RFP and Work Order.
- 1.3.4 Client will be entitled to forfeit and appropriate the EMD as mutually agreed loss and damage payable to Client in regard to the RFP without prejudice to Client's any other right or remedy under the following conditions:
- i. If an applicant engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as envisaged under this RFP (including the Standard Form of Work Order);
  - ii. If any applicant withdraws its proposal during the period of its validity as specified in this RFP and as extended by the Client from time to time;
  - iii. In the case of the selected applicant: if the selected applicant fails to accept the Work Order or provide the Performance Security within the specified time limit, or if the applicant commits any breach of terms of this RFP or is found to have made a false representation to the Client.
    - a) **Performance Security** equivalent to the amount indicated in this RFP shall be furnished before start of work on assignment in form of a Bank Guarantee substantially in the form specified in the RFP / Work Order.
    - b) For the successful bidder, the Performance Security shall be retained by Client until the completion of the assignment by the applicant and be released 90 (Ninety) days after the completion of the assignment.
- 1.3.5 Any entity which has been barred by the Central Government, any State Government, a statutory or by order of a judicial/regulatory authority or a public sector undertaking from participating in any project and the bar subsists as on the date of the submission of proposal, would not be eligible to submit a proposal. (The applicant should furnish self-certification undertaking that the organization has not been barred by any Central or State Govt. or by a statutory order of a judicial/regulatory authority or a public sector undertaking).
- 1.3.6 An applicant should have, during the last 5 (Five) years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the applicant or its associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such applicant or its associate.

#### 1.4. Preparation of Proposal

- 1.4.1 Applicants are requested to submit their proposal in English language and strictly in the formats provided in this RFP. The Client will evaluate only those proposals that are received in the specified forms and complete in all respects.
- 1.4.2 In preparing their proposal, applicants are expected to thoroughly examine the RFP document.
- 1.4.3 The pre-qualification and technical proposal should provide the documents as prescribed in this RFP. No information related to financial proposal should be provided in the pre-qualification and technical proposal.
- 1.4.4 Failure to comply with the requirements spelt out above shall lead to deduction of marks during the evaluation. Further in such a case, Client will be entitled to reject the proposal. **However, if any information related to financial proposal is included in the pre-qualification and technical proposal the applicant shall be disqualified and his proposal will not be considered.**
- 1.4.5 The proposals must be signed by the Authorized Representative, as detailed below:
- i. By the proprietor in case of a proprietary firm;
  - ii. By a partner ,in case of a partnership firm and/or a limited liability partnership;  
or
  - iii. By a duly authorized person holding the Power of Attorney / Board Resolution, in case of a Limited Company or a corporation.
- 1.4.6 Applicants should note the proposal due date, as specified in Data Sheet, for submission of proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by the Client, and the evaluation will be carried out only based on documents received by/before the closing time of proposal due date as specified in Data Sheet. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected. For the avoidance of doubt, the Client reserves the right to seek clarifications incase the proposal is non-responsive on any aspects.
- 1.4.7 **Financial Proposal:** While preparing the Financial proposal (Form 4A & 4B), applicants are expected to consider the various requirements and conditions stipulated in this RFP document. The Financial proposal should be a lump sum proposal inclusive of all the costs including but not limited to all taxes (excluding GST) associated with the assignment. While submitting the Financial Proposal, the applicant shall ensure the following:

- i. All the costs associated with the assignment shall be included in the Financial Proposal. These shall cover manpower rates for all the personnel which includes overhead charges viz. travelling, boarding, lodging, communication, out of pocket expenses at base stations. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
  - ii. The resources deployed may have to travel outside their base stations to OMBADC districts viz., Mayurbhanj, Keonjhar, Sundergarh and Jajpur, as per requirements of Directorate of Textiles. In such cases, TA/DA shall not be payable to the resources by the Client. They may be provided with Govt. accommodation & Conveyance for the said purpose.
  - iii. The Financial Proposal shall consider all the expenses, tax liabilities, cost of insurance, levies and other impositions applicable under the prevailing law. For the avoidance of doubt, it is clarified that all taxes, excluding GST, shall be deemed to be included in the cost shown under different items of Financial Proposal. The applicant shall be paid only GST over and above the cost of Financial Proposal. Further, all payments shall be subjected to deduction of taxes at source as per applicable laws.
- 1.4.8 The Financial Proposal of the technically qualified participating agencies will be opened by the Committee on the prescribed date in the presence of the Agency's representatives. The names of technically qualified participating agencies with their overall technical scores shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices (Financial Quote) read aloud and recorded.
- 1.4.9 The Proposal should be submitted as per the standard financial proposal submission forms prescribed in this RFP.
- 1.4.10 Applicants shall express the price of their services in Indian Rupees only per month only.

## 1.5. Submission, receipt and opening of Proposals

- 1.5.1 The Tender document can be downloaded from Directorate of Textiles website: <https://textiles.odisha.gov.in> and <https://sadhacodisha.org> and a non-refundable amount of Rs. 10,000/- (Rupees Ten thousand only) has to deposited in the form of Demand Draft in favour of **“Establishment Officer (DDO), Directorate of Textiles, Bhubaneswar”** payable at Bhubaneswar and it should be enclosed along with the pre-bid document.
- 1.5.2 The proposal shall be submitted by post (Registered / Speed) only to the Directorate of Textiles.
- 1.5.3 The Authorized Representative of the applicant should authenticate EMD Details, Pre-qualification, Technical and Financial proposal by signature. **The Authorized Representative’s authorization should be confirmed by a written confirmation from the highest authority of partnership firm and/or a limited liability partnership or the authorized person holding the power of attorney / Board resolution by the competent authority accompanying the proposal.**
- 1.5.4 The applicant shall submit his proposal in four separate sealed envelopes containing and clearly marked as – Earnest Money Deposit (EMD), Pre-Qualification proposal, Technical proposal and Financial proposal, placed into an outer envelope – sealed and marked “DO NOT OPEN EXCEPT IN PRESENCE OF OFFICIAL APPOINTED”.
- 1.5.5 No proposal shall be accepted after the due date for submission of proposals. After the deadline for submission of proposals, the Pre-Qualification proposal shall be opened by the Evaluation Committee to evaluate whether the applicants meet the prescribed Minimum Qualification Criteria. The Technical and Financial proposals shall remain sealed.
- 1.5.6 After the proposal submission and until the grant of the Work Order, if any applicant wishes to contact the Client on any matter related to its proposal, it should do so in writing at the proposal submission address. Any effort by the applicant firm to influence the Client during the proposal evaluation, proposal comparison or grant of the Work Order decisions may result in rejection of the applicant’s proposal.

### **Tender Evaluation Committee:**

- I. The Directorate has constituted a Tender Evaluation Committee to open envelopes containing pre-qualification documents, Technical and Financial bids .The same Committee shall evaluate the pre-qualification documents, technical and financial bids.
- II. The Agency qualifying in the pre-qualification stage will only be considered for technical Bid . The technical Bid of un-qualified bidders will not be opened and will be returned unopened.
- III. The Agency scoring a minimum of 70% marks in the technical bid and above will be notified as the “Technically Qualified.”
- IV. The financial bids of the “Technically Qualified” bids will only be opened and those of technically non-qualified bidders will be returned un-opened.

## **1.6 Proposal Evaluation**

- 1.6.1 As part of the evaluation, the EMD and Pre-Qualification proposal submitted (Form 3A - 3E) shall be checked to evaluate whether the applicant meets the prescribed Minimum Qualification Criteria. Subsequently the Technical proposal submission for applicants who meet the Minimum Qualification Criteria (short listed applicant), shall be checked for responsiveness in accordance with the requirements of the RFP and only those Technical proposals which are found to be responsive would be further evaluated in accordance with the criteria set out in this RFP document.
- 1.6.2 Prior to evaluation of proposals, the Client will determine whether each proposal is responsive to the requirements of the RFP at each evaluation stage as indicated below. The Client may, in its sole discretion, reject any proposal that is not responsive hereunder. A proposal will be considered responsive at each stage only if:

### **Pre-qualification**

- i. The client will satisfy itself that the applicants meets the minimum qualifications prescribed at Clause 1.6.4 before evaluating technical and financial proposals accompanied by the Earnest Money Deposit as specified in this RFP;
- ii. It is received by the proposed due date including any extension thereof in terms here of

### **Technical Proposal**

- i. The Technical proposal is received in the form specified in this RFP;
- ii. It does not contain any condition or qualification; and
- iii. It is not non-responsive in terms hereof.

### **Financial Proposal**

- i. The Financial proposal is received in the form specified in this RFP;
- ii. It is received by the proposed due date including any extension thereof
- iii. It does not contain any condition or qualification; and
- iv. It is not non-responsive in terms hereof.

- 1.6.3. The Client reserves the right to reject any proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal will be entertained by the Client in respect of such proposals. However, client reserves the right to seek clarifications or additional information from the applicant during the evaluation process. The Client will subsequently examine and evaluate proposals in accordance with the selection process detailed out below. As part of the evaluation, the Pre-Qualification proposals submitted should full fill the Minimum Qualification Criteria. In case an applicant does not full fill the Minimum Qualification Criteria, the proposal of such an applicant will not be evaluated further.

## 1.6.4 Minimum Qualification Criteria

Sl. No.	Basic Requirements	Specific Requirements	Documents Required	Document
1	Registration	Applicant/ Bidder should be a registered firm/company/partnership in India under the Companies Act 1956/2013 and as amended there of or a partnership firm registered under the Limited Liability Partnership Act of 2008. Should have been operating for the last ten years as of March 31, 2025.	Copy of Certificate of Incorporation	Form 3B
2	Blacklisting	Applicant / Bidder should not be under blacklisted by any Central/ State Government/ PSU/ Judicial pronouncement in India as on the date of submission of bid document.	Self-Certification	Form 3B
3	Programme Management experience	Should have experience of running at least 2 Programme Management Units (PMU) or equivalent for Central Government / State Governments including their Directorates / agencies etc. in the last 5 years of minimum contract value of INR 5 Crore each	Work Order/ LOI /MoU/ Completion Certificate	Form 3D
4	Sericulture / allied Livelihood experience	Should have experience of undertaking at least 1 (One) assignment related to Sericulture/ allied livelihood sector/ Textiles, Handlooms, Handicrafts(or equivalent) in Odisha or other states in India granted by Central Government/ State Governments/ District Administration including their Departments and agencies, International Organizations, Multi-Lateral Agencies etc. in the last 10 years of minimum contract value of INR 50 Lakhs	Work Order/ LOI /MoU/ Completion Certificate	Form 3D
5	Turnover	Should have a minimum annual turnover of INR 100 Crore from Indian operations in each of the previous three financial years (FY 2021-22, 2022-23 & 2023-24). Must have positive net worth	Certificate from statutory auditor / audited financial statements	Form 3C



			for the last three financial years	
6	Manpower	Should have adequate qualified and well experienced personnel to monitor the activities	Details of staff & their qualification & Experience is to be attached.	

#### 1.6.5 Technical Evaluation:

The Evaluation Committee (Evaluation Committee) appointed by the Client will carry out the evaluation of proposals based on the following evaluation criteria and points system. If required, the Client may seek specific clarifications from any or all agency at this stage. Each evaluated proposal will be given a technical score as detailed below. The maximum points/ marks to be given under each of the evaluation criteria are:

Sl. No.	Criteria parameters	Marking	Maximum Marks
<b>A.</b>	<b>Project Experience (Form 3D)</b>		<b>30 marks</b>
	1. Experience of running PMU or equivalent for Central Government/ State Governments including <b>their Directorates/ agencies in the last 5 years of minimum contract value of INR 5 Crore each</b>	2 PMUs = 3 mark  3 marks for each additional PMU, subject to a maximum of 15 marks	15 marks
	2. Experience of undertaking assignments related to Sericulture / allied sector , Textiles, Handlooms (or equivalent) granted by Central Government / State Governments / District Administration including their Departments and agencies, International Organizations, Multi-Lateral Agencies etc. <b>in the last 10 years of minimum contract value of INR 50 Lakhs</b>	1 project = 3 mark  3 marks for each additional assignment, subject to a maximum of 15 marks	15 marks
Work Order/ LOI/ MoU/ Completion Certificate or equivalent official document are required to be submitted for each experience.			
<b>B.</b>	<b>Team Experience (Form 3H)</b>		<b>30 marks</b>
	1. Minimum Educational Qualification of the team		10 marks
	2. Total Work Experience of the team <ul style="list-style-type: none"> <li>At least 04 years of work experience (01 mark for each resource person) – 05 marks</li> <li>For additional work experience of 04 years &amp; above (01 mark for each resource person) – 05 marks</li> </ul>		10 marks
	3. Specific experience		10 marks

		<ul style="list-style-type: none"> <li>02 marks for each resource person for having specific experience in respective fields</li> </ul>	
<b>Requirement of educational qualification, work experience &amp; specific (field) experience has been detailed below:</b>			
1.	Consultant – Sericulture (Value & supply chain Management) (one)	<ul style="list-style-type: none"> <li>Min. educational qualification –Master's Degree (or equivalent) in Agriculture &amp; allied sector / Agricultural Engineering / Sericulture / MBA in Agribusiness / Natural Resources Management, PGDM Forestry from recognized university / institute</li> <li>Min. total work experience – 4 years</li> <li>Specific experience in the field of agriculture, sericulture, livelihood, value chain, forestry, enterprise development</li> </ul>	
2.	Consultant-Cum-Project Manager (One)	<ul style="list-style-type: none"> <li>Min. educational qualification – Master's Degree (or equivalent) in Management, Development Studies/ Practice, Social Work or related field(s) from are putted and recognized University/Institution</li> <li>Min. total work experience - 4 years</li> <li>Experience in managing large social sector projects in Central Government / State Government/ District Administration PMUs or Consultancy Assignments/ multi-lateral agencies/ international organizations/ reputed national level NGOs</li> </ul>	
3.	Consultant - Livelihood Expert (One)	<ul style="list-style-type: none"> <li>Min. educational qualification –Master's Degree (or equivalent) in Management, Development Studies/ Practice, Social Work or related field(s) from a reputed and recognized University/Institution</li> <li>Min. total work experience – 4 years</li> <li>Specific experience in design, execution, monitoring and evaluation of livelihood initiatives (preferably sericulture / allied related sector) in Central/ State Government PMUs or Consultancy Assignments/ multi-lateral agencies/ international organizations/ reputed national level NGOs.</li> </ul>	
4.	Consultant – Infrastructure (one)	<ul style="list-style-type: none"> <li>Min. educational qualification – B. Tech Civil from a reputed and recognized University/Institution</li> <li>Min. total work experience – 4 years</li> <li>Specific experience in the Field of civil construction work, plan &amp; estimate of construction, Real estate &amp; architectural work in Central/ State Government institutions / multi-lateral agencies/ international organizations/ reputed national level NGOs.</li> </ul>	
5.	Consultant – Design Development (Handloom, Handicrafts & Textiles) (one)	<ul style="list-style-type: none"> <li>Bachelors' degree in life style &amp; accessories design from a recognized university / institute. Preference will be given to the candidates from NID, NIFT etc. MBA in marketing will be given additional preference.</li> <li>Min. total work experience– 4 years</li> <li>Specific experience in the field of design development of handlooms, textiles, accessories and handicraft products.</li> </ul>	

<b>C</b>	<b>Approach &amp; Methodology (Form 3I), including technical presentation**</b>	<b>40 marks</b>
	1. Understanding of the Assignment and Issues/Challenges	10 marks
	2. Approach and Methodology	15 marks
	3. Case study of Sericulture / Allied Sector, Textiles, Handlooms (or equivalent) assignments undertaken previously	15 marks
<b>Total (A + B + C)</b>		<b>100 marks</b>

\* The entire team shall be stationed at Directorate of Textiles office & HT&H Dept. in Bhubaneswar as per deployment plan.

\*\* Presentation will have to be made before Committee to evaluate bids.

Technical proposals scoring not less than 70% of the total points (St) will only be considered for financial evaluation. Each responsive proposal will be attributed a technical score (St)

#### 1.6.6. Criteria for Evaluation of Financial proposals

The Tender Evaluation Committee will determine if the financial proposals are complete and without computational errors. The lowest financial proposal (LFM) will be given financial score (Sf) of 100 points. The financial scores of all proposals will be computed as below.

$$Sf = 100 \times LFM / F$$

(F – amount of financial proposal)

Financial proposals of technically qualified Agencies shall be opened publicly, on the date and time specified in the Date Sheet in the presence of the Agencies' representatives who choose to attend.

#### 1.6.7. Method of Selection:

The Tender Evaluation Committee will determine the final selection of the Agency based on their combined technical (St) and financial (Sf) scores using weight of 75 % for technical proposal and 25% for financial proposal.

$$S = St \times 0.75 + Sf \times 0.25$$

**The tenderer securing the highest score will be invited for negotiations.**

#### 1.6.8. Award of Contract

After completing negotiations, the DoT shall issue a Letter of Intent (LOI) to the selected Bidder / Agency and promptly notify all other Agencies who have submitted proposals about the decision taken. The selected Bidder / Agency will sign the Agreement / Contract after fulfilling all the formalities / preconditions (agreement / contract to be signed after the selection of Agency) within 15 days of issuance of the letter of intent (LOI).

## 1.7 Grant of Work Order

- 1.7.1 After selection, a Work Order will be issued, in duplicate, by the Client to the successful applicant and the successful applicant shall, within 3 (three) days of the receipt of the Work Order, sign and return the duplicate copy of the Work Order in acknowledgement thereof. In the event the duplicate copy of the Work Order duly signed by the successful applicant is not received by the within 3 (three) days of the receipt of the Work Order, the Client may, unless it consents to extension of time for submission thereof, appropriate the Earnest Money Deposit of such applicant in full or to the extent of mutually agreed pre-estimated loss and damage suffered by the Client on account of failure of the successful applicant to acknowledge the Work Order, and then ex highest ranking applicant may be considered.
- 1.7.2 **Performance Security:** Performance Security equivalent to **5 (Five)** percent of the total cost of Financial Proposal shall be furnished from a Nationalized / Scheduled Bank by the successful applicant, before start of work on assignment, in form of a Bank Guarantee substantially in the form specified at annexure of the Work Order. For the successful bidder, the Performance Security will be retained by Client until the completion of the assignment by the successful applicant and be released 90 (Ninety) days after the completion of the assignment.
- 1.7.3 **Penalty:** The selected agency has to provide services as per the requirements of the RFP. In case the services rendered are not as per the requirement of the Directorate, the selected agency will have to come up with a solution within a given time frame failing which 10% will be deducted from the amount payable. Any dispute regarding penalty shall be handled as per dispute settlement provision.

## 1.8 Confidentiality

Information relating to evaluation of proposals and recommendations concerning grant of the Work Order shall not be disclosed to the applicants, their representatives / agents or any person connected to the applicant(s) who submitted the proposals or to other persons not officially concerned with the process, until the successful applicant has been notified that it has been given the Work Order.

## 1.9 Contract cancellation along with forfeiture of Performance Guarantee

- 1.9.1 The applicants and their respective officer(s), employee(s), agent(s), representative(s) and adviser(s) shall observe the highest standard of ethics during the selection process. Notwithstanding anything to the contrary contained in this RFP, the Client will reject a proposal without being liable in any manner whatsoever to the applicant, if it determines that the applicant has, directly or indirectly or

through its officer(s), employee(s), agent(s), representative(s) and adviser(s), 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 Earnest Money Deposit, as mutually agreed genuine pre-estimated compensation and damages payable to the Client for, inter alia, time, cost and effort of the Client, regarding the RFP, including consideration and evaluation of such applicant's proposal.

1.9.2 Without prejudice to the rights of the Client under this Clause, herein above and the rights and remedies which the Client may have under the Work Order or the agreement, if an applicant, as the case may be, is found by the Client to have directly or indirectly or through its agent(s)/ representative(s), 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 Work Order or the execution of the agreement, such applicant shall not be eligible to participate in any tender or RFP issued by the Client during a period of 5 (five) years from the date such applicant, as the case may be, is found by the Client to have directly or through its agent(s) /representative(s), engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice ,as the case may be.

1.9.3 For the purposes of this clause, the following terms shall have the meaning here in after respectively assigned to them:

1.9.3.1 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 Work Order or has dealt with matters concerning the agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one 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 issue of the Work Order or after the execution of the agreement, as the case may be, any person in respect of any matter relating to the project or the Work Order or the agreement, who at any time has been or is a legal, financial or technical consultant /adviser of the Client in relation to any matter concerning the project;

1.9.3.2 Fraudulent practice means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the selection process;

1.9.3.3 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;

1.9.3.4 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

1.9.3.5 Restrictive practice means forming a cartel or arriving at any understanding or arrangement among applicants with the objective of restricting or manipulating a full and fair competition in the selection process.

## **1.10 Miscellaneous**

1.10.1. The selection process shall be governed by and construed in accordance with the laws of India and the Courts at Cuttack shall have exclusive jurisdiction over all disputes arising under, pursuant to and /or in connection with the selection Process.

1.10.2 The Client, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

1.10.2.i. Suspend and/ or cancel the selection process and/ or amend and /or supplement the selection process or modify the dates or other terms and conditions relating thereto;

1.10.2.ii. Consult with any applicant in order to receive clarification or further information;

1.10.2.iii. Retain any information and/or evidence submitted to the Client by, on behalf of and/ or in relation to any applicant; and/or

1.10.2.iv. Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any applicant.

1.10.3 It shall be deemed that by submitting the proposal, the applicant agrees and releases the Client, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in anyway related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.

- 1.10.4 All documents and other information provided by Client or submitted by an applicant to the Client shall remain or become the property of the Client. Applicants and the Consultancy Firm, as the case may be, are to treat all information as strictly confidential. Client will not return any proposal, or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the applicant to the Client in relation to the assignment shall be the property of the Client.
- 1.10.5 The Client reserves the right to make inquiries with any of the clients listed by the applicants in their previous experience record.

### 1.11 Data Sheet

Reference	Description
Section 1; Point 1	The Directorate of Textiles, Odisha proposes to engage a reputed Consulting Firm to run a PMU Cell in the Directorate of Textiles under Sericulture wing for successful implementation of Tasar Sericulture livelihood project sanctioned under OMBADC, in Mayurbhanj, Keonjhar, Sundergarh and Jajpur districts of Odisha under Assistant Director Sericulture (ADS). The agency will be responsible for continuous engagement with the Directorate of Textiles/ office of Assistant Director Sericulture (ADS/PTRCS) and other agencies in the implementation of the Scheme.
Section 1;Point 2	A PMU will be selected as per Quality cum Cost Based Selection (QCBS) process.
2.3.4	The Proposal of the applicant shall be valid for 90 (ninety) days from the Proposal due date.
2.2	Clarification must be requested on or before 31.05.2025, 17.00 hrs. Applicants shall send the Word/ PDF file of pre-bid queries in soft copy to the below mentioned email address or through post to client's office addressed to: <b>The Director of Textiles &amp; Handloom</b> <b>Directorate of Textiles,</b> <b>Government of Odisha,</b> <b>Satya Nagar, Near Kali Mandir</b> <b>Bhubaneswar -751007</b> <b>E-mail – <a href="mailto:texiles.odisha@gov.in">texiles.odisha@gov.in</a></b>
2.2.2	<b>Date &amp;Time of pre-bid meeting: 02.06.2025,12.00 hrs,</b> at the online web link which will be sent to the bidders in advance.

2.4.6	<p>The last date of submission of Proposal is <b>05.07.2025, 17.00</b> hrs. The Proposal will be submitted by post (Registered/Speed) only. The address for submission of Proposal is:</p> <p><b>The Director of Textiles &amp; Handloom.</b>  <b>Directorate of Textiles,</b>  <b>Government of Odisha,</b>  <b>Satya Nagar, Near Kali Mandir</b>  <b>Bhubaneswar -751007</b>  <b>E-mail – <a href="mailto:texiles.odisha@gov.in">texiles.odisha@gov.in</a></b></p>
Form 4A and 4B	<p>The applicant to state cost in Indian Rupees only - both in figures and words.</p>



### **Section 3: Pre-Qualification and Technical Proposal Standard Forms**

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Form 3A: Pre-Qualification proposal submission Form

Form 3B: Self-certification of Minimum Eligibility and of not being blacklisted

Form 3C: Average Annual Turnover of Applicant

Form 3D: Format for highlighting relevant experience

Form 3E: Format for Power of Attorney for Authorized representative

Form 3F: Format of Bank Guarantee for Earnest Money Deposit

Form 3G: Technical Proposal Submission

Form 3H: Format for CV of the professional staff proposed

Form 3I: Approach and Methodology

(\*Please attach a clear scan copy of all the documents)

**Form 3A: Pre-Qualification Proposal Submission Form**

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[Location, Date]

To,

The Director of Textiles & Handloom  
Directorate of Textiles,  
Government of Odisha,  
Satya Nagar, Near Kali Mandir  
Bhubaneswar -751007

**RFP dated (19.05.2025) for selection of Consultancy Firm for opening of a Project Monitoring Unit (PMU) Cell in the Directorate of Textiles under Sericulture wing for successful implementation OMBADC assisted Tasar Sericulture Projects in Mayurbhanj, Keonjhar, Sundergarh and Jajpur districts of Odisha**

Dear Sir/Madam,

With reference to your RFP document dated [date], we, having examined all relevant documents and understood their contents, hereby submit our Pre- Qualification proposal for selection as Consultancy Firm for[name of assignment].The proposal is unconditional and unqualified. We are submitting our proposal as [name of the applicant]. We understand you are not bound to accept any proposal you receive .Further:

1. We acknowledge that Client will be relying on the information provided in the proposal and the documents accompanying the proposal for selection of the Consultancy Firm, and we certify that all information provided in the Proposal and in the supporting documents is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such proposal are true copies of their respective originals.
2. This statement is made for the express purpose of appointment as the Consultancy Firm for the aforesaid project.
3. We shall make available to Client any additional information it may deem necessary or require for supplementing or authenticating the proposal.
4. We acknowledge the right of Client to reject our application without assigning any reason or other wise and here by waive our right to challenge the same on any account whatsoever.
5. We certify that in the last 2 (two) years, we have neither failed to perform on any assignment or contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the applicant, nor been expelled from any project, assignment or contract by any public authority nor have had any assignment or contract terminated by any public authority for breach on our part.

6. We declare that:

- (a) We have examined and have no reservations to the RFP, including any addendum issued by the Authority;
  - (b) We do not have any conflict of interest in accordance with the terms of the RFP;
  - (c) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with Client or any other public sector enterprise or any Government, Central or State; and
  - (d) We here by certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
7. We understand that you may cancel the selection process at any time and that you are neither bound to accept any proposal that you may receive nor to select the Consultancy Firm, without incurring any liability to the applicants.
  8. We declare that we are not associated or affiliated to any other applicant applying for selection as the Consultancy Firm.
  9. We declare that we are not a member of any other Consortium/JV applying for selection as a Consultancy Firm.
  10. We certify that we or any of our affiliates have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the project or which relates to a grave offence that outrages the moral sense of the community.
  11. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a court of law for any offence committed by us or by any of our affiliates. We further certify that neither we nor any of our consortium members have been barred by the Central Government, any State Government, a statutory body or any public sector undertaking, as the case may be, from participating in any project or bid, and that any such bar ,if any, does not subsist as on the date of this RFP.
  12. We further certify that no investigation by a regulatory authority is pending either against us or against our affiliates or against our CEO or any of our Directors/ Managers/ employees.
  13. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by Client in connection with the selection of Consultancy Firm or in connection with the selection process itself in respect of the above mentioned project.

14. We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall we have any claim or right of whatsoever nature if the project is not awarded to us or our proposal is not opened or rejected.
15. We agree to keep this offer valid for 90 (ninety) days from the proposal due date specified in the RFP.
16. A Power of Attorney in favor of the authorized signatory to sign and submit this proposal and documents is attached herewith.
17. The Technical and Financial proposal is being submitted in a separate envelope. This Pre-Qualification proposal read with the Technical and Financial proposal shall constitute the application which shall be binding on us.
18. We agree and undertake to abide by all the terms and conditions of the RFP document.

Yours sincerely,

Signature

Name and title of Authorized signatory/Authorized Representative

(Name of  
Firm)

Address:

Telephone:

Mobile No:

Fax:

E –Mail:

(Name and seal of the Applicant/Authorized Representative)

**Pre-Qualification Criteria for bidders (Please attach documents)**

<b>S.No</b>	<b>Pre - Qualification Documents</b>	<b>Documentary evidence</b>
<b>1</b>	Tender Documents signed & Stamped	Tender document signed and stamped to be attached
<b>2</b>	Tender Fee (Non-refundable) Rs. 10,000/- deposit details	<ul style="list-style-type: none"> <li>• Transaction ID No. .....</li> <li>• Date: .....</li> <li>• Issued from Bank..... UTR No ..... dated. ....</li> </ul>
<b>3</b>	Earnest Money Deposit amount 2,50,000/- (Rupees Two Lakh Fifty thousand Only)	<ul style="list-style-type: none"> <li>• Transaction ID No. .....</li> <li>• Date: .....</li> <li>• Issued from Bank.....</li> <li>• UTR No ..... Dated .....</li> </ul>
<b>4</b>	Details of Registration of the Agency / Company / Firm / Organization / AOP / Trust in India	Please attach the Registration details
<b>5</b>	The bidder has to submit self-certified letter indicating that they have not been blacklisted by any Government Department, Organization, Corporation	Please attach Self Certified Letter
<b>6</b>	Copy of PAN No	Please attach copy of PAN Card
<b>7</b>	Proof of Registration with GST	Please attach copy of GST Registration.
<b>8</b>	Proof of Registration with Employees Provident Fund	please attach copy of Provident Fund Registration
<b>9</b>	Proof of Registration with Service Tax	Please attach copy of GST Registration.
<b>10</b>	Total Experience of the Agency	Please attach copies in proof of experience
<b>11</b>	Total Experience in Government agencies with similar nature of assignment during last 5 years	Please attach copies in proof of experience
<b>12</b>	Total Experience in the field of Evaluation relating Programmes / Project Monitoring /	Please attach copies in proof of

	Evaluation	experience
13	Experience of the Agency Audited Balance Sheet from a firm of Chartered Accountants for the 3 financial years:  <b>For the Year 2021-22</b> <b>For the Year 2022-23</b> <b>For the Year 2023-24</b>	Please attach copies of audited balance sheets for 3 financial years as indicated.
14	Proof of minimum average annual financial turnover amounting to Rs.100.00 Lakh in the relevant event management filed from the firm of Chartered Accountant during <b>3 financial years ending 31<sup>st</sup> March each of the following years 2021-22, 2022-23 &amp; 2023-24</b>	Attach Copy of certificate from a firm of Chartered Accountant for 3 years.
15	The bidder shall submit power of attorney authorizing the Signatory of the bid to sign and execute the contract in case the bid is signed by a person other than proprietor/ partner/ director.	Document of Power of Attorney if required
16	Address of the Agency with e-mail, telephone, mobile etc.	

### **DECLARATION**

The information furnished above is true to the best of my knowledge and belief.

**Place:**  
**Date :**

**Signature of the Tenderer/  
Authorized signatory**

**Name:**  
**Capacity : Sole proprietor/  
Karta of HUF/Attorney for  
the firm/M.D. or Secretary  
of the Company**

**Seal**

**Form 3B: Self-certification of Minimum Eligibility and of not being blacklisted**

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[Location, Date]

Here give a certificate that the applicant is a registered firm/ company/ partnership\* and is not being currently blacklisted\*\* by any Central/ State/ Public Sector under taking in India.

If at any time it is found that the applicant did not have the capabilities as enumerated above, Directorate of Textiles may put the applicant in negative list without prejudice to any other civil/ criminal action under the law and forfeiture of the earnest money deposit and in due course the performance guarantee in lieu of penalty.

\*Kindly provide supporting documents of being registered firm/ incorporation certificate

\*\*Kindly provide details if the company has been blacklisted in the past with the relevant supporting documents

**Form 3C: Format for Pre-Qualification Proposal (Cumulative Annual Turnover of Applicant)**

Sl. No.	Financial years	Turnover from Indian operations (INR)
1	2021-22	
2	2022-23	
3	2023-24	
Cumulative Annual Turnover		

**Certificate from the Statutory Auditor**

This is to certify that [name of the company] [registered address] has received the payments shown above against the respective years on account of professional fee.

Name of Authorized  
Signatory  
Designation Name  
of firm

Signature of Authorized Signatory Seal of Audit firm

**Note:**

1. In case the applicant does not have a statutory auditor, it may provide the certificate from any other Chartered Accountant



**Form 3D: Format for highlighting relevant experience**

Please give details of each project on a separate sheet.

Assignment Name:	Approx. value of the Contract:
Country: Location within the Country:	Duration of assignment (months):
Name of Client:	Total number of staff-months:
Address/ Details of Client:	Name of senior professional staff involved:
Start date (month/year): End date (month/year):	Name of associated consultants, if any:
Detailed narrative description of the project:	
Description of actual services provided:	

\*Kindly provide supporting documents such as Lol/MoU/Work Order/Completion Certificate etc.

\*Please note that the experience will not be counted if the relevant supporting document is not attached.

\*Please provide experience of the registered company/partnership firm who is applying only (do not share experience of sister companies/ subsidiaries).

\*Please attach a clear scan copy of the supporting document

### **Form 3 E: Format for Power of Attorney for Authorized Representative**

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Know all men by these presents, We, [name of organization and address of the registered office] do hereby constitute, nominate, appoint and authorize Mr / Ms. [name], son/ daughter/ wife of[name], and presently residing at [address], who is presently employed with/ retained by us and holding the position of [designation] as our true and lawful attorney (hereinafter referred to as the

— Authorized representative), with power to sub-delegate, in writing, to any person, to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our proposal for and selection as Consultancy Firm for [name of assignment], to be developed by (the—Authority) including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information /responses to the Authority, representing us in all matters before the authority and undertakings consequent to acceptance of our proposal and generally dealing with the authority in all matters in connection with or relating to or arising out of our proposal for the said project and/or upon award thereof to us until accepting the Work Order with the authority.

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

IN WITNESS WHEREOF WE, [name of organization], THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS [date in words] DAY OF [month] [year in yyyy format].

For [name and registered address of organization] [Signature] [Name]  
[Designation]

Witnesses:

1. [Signature, name and address of Witness]

2. [Signature, name and address of Witness]

Notes:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under seal affixed in accordance with the required procedure.
2. Wherever required, the applicant should submit for verification the extract of the charter documents and other documents such as are solution/power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the applicant.
3. For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and not raised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by applicants from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming a post its certificate.

### Form 3 F: Format of Bank Guarantee for Earnest Money Deposit

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BG No.

Date:

1. In consideration of you, Directorate of Textiles, Government of Odisha, Satya Nagar, Bhubaneswar-751007 (hereinafter referred to as the—Authority which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) having agreed to receive the proposal of **[Name of company]**, (herein after referred to as the — Bidder which expression shall unless it be repugnant to the subject or context thereof include its successors and assigns), for appointment as Consulting Firm. for **[name of assignment]** pursuant to the RFP Document dated [date] issued in respect of the assignment and other related documents including without limitation the draft Work Order for services (hereinafter collectively referred to as - RFP Documents), we **[Name of the Bank]** having our registered office at **[registered address]** and one of its branches at [branch address] (hereinafter referred to as the — Bank), at their request of the Bidder, do hereby in terms of relevant clause of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the RFP document by the said Bidder and unconditionally and irrevocably undertake to pay forth with to the Authority an amount of **Rs. [in figures] ([in words])** (hereinafter referred to as the—Guarantee) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfill or comply with all or any of the terms and conditions contained in the said RFP document.
  
2. Any such written demand made by the authority stating that the Bidder is in default of the due and faithful fulfillment and compliance with the terms and conditions contained in the RFP document shall be final, conclusive and binding on the Bank. We, the Bank, further agree that the authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfillment and compliance with the terms and conditions contained in the RFP Document including, document including without limitation, failure of the said Bidder to keep its proposal valid during the validity period of the proposal as set forth in the said RFP document, and the decision of the authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the authority and the Bidder or any dispute pending before any court, tribunal, arbitrator or any other authority.

3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the Claim of the authority is disputed by the Bidder or not, merely on the first demand from the authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfill and comply with the terms and conditions contained in the RFP document including without limitation, failure of the said Bidder to keep its Proposal valid during the validity period of the Proposal as set forth in the said RFP document for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding **Rs. [in figures] ([inwards])**.
4. This Guarantee shall be irrevocable and remain in full force for a period of 90 (Ninety) days from the proposal due date and a further claim period of thirty (30) days or for such extended period as may be mutually agreed between the authority and the bidder, and agreed to by the Bank, and shall continue to be enforceable until all amounts under this Guarantee have been paid.
5. The Guarantee shall not be affected by any change in the constitution or winding up of the bidder or the Bank or any absorption, acquisition, merger or amalgamation of the bidder or the Bank with any other Company, Corporation, LLP or a Firm.
6. In order to give full effect to this Guarantee, the authority shall be entitled to treat the Bank as the principal debtor. The authority shall have the full liberty without affecting in anyway the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said RFP document or to extend time for submission of the proposals or the proposal validity period or the period for conveying of Letter of Acceptance to the bidder or the period for fulfillment and compliance it hall or any of the terms and conditions contained in the said RFP document by the said bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said RFP document or the securities available to the authority, and the Bank shall not be released from its liability under these presents by any exercise by the authority of the liberty with reference to the matters aforesaid or by reason of extension of time being given to the said bidder or any other forbearance, act or omission on the par to the authority or any indulgence by the authority to the said bidder or by any change in the constitution of the authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would put for this provision have the effect of releasing the Bank from its such liability.

7. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set for therein.
8. We undertake to make the payment on receipt of your notice of claim on us addressed to **[Name of bank along with branch address]** and delivered at our above branch which shall be deemed to have been duly authorized to receive the said notice of claim.
9. It shall not be necessary for the authority to proceed against the said bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the authority may have obtained from the said bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.
10. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the authority in writing.
11. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.
12. For the avoidance of doubt, the Banks liability under this Guarantee shall be restricted to **Rs. [in figures] ([in words])**. The Bank shall be liable to pay the said amount or any part thereof only if the authority serves a written claim on the Bank in accordance with paragraph 8 hereof, on or before **[date]/15** days from the date of receipt of notice by the Bank.  
Signed and Delivered by [name of Bank]

By the hand of Mr./Ms;[name],it's[designation] and authorized official;

(Signature of the Authorized Signatory)  
(Official Seal)

**Notes:**

1. The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.
2. The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

### Form 3 G: Technical Proposal Submission Form

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[Location, Date]

To,

The Director of Textiles & Handloom  
Directorate of Textiles,  
Government of Odisha,  
Satya Nagar, Near Kali Mandir  
Bhubaneswar -751007

#### **RFP dated [date] for selection for [name of assignment]**

Sir,

With reference to your RFP document dated [date], we, having examined all relevant documents and understood their contents, hereby submit our Technical proposal for selection as [name of assignment]. The proposal is unconditional and unqualified.

We are submitting our proposal as [name of the Applicant].

If negotiations are held during the period of validity of the Proposal, we undertake to negotiate in accordance with the RFP. Our Proposal is binding upon us, subject only to the modifications resulting from negotiations in accordance with the RFP.

We understand you/Client are not bound to accept any proposal you receive. Further:

1. We acknowledge that Client will be relying on the information provided in the proposal and the documents accompanying the proposal for selection of the Consultancy Firm and we certify that all information provided in the proposal and in the supporting documents is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such proposal are true copies of their respective originals.
2. This statement is made for the express purpose of appointment as the Consultancy Firm for the aforesaid project.
3. We shall make available to Client any additional information it may deem necessary or require for supplementing or authenticating the proposal.
4. We acknowledge the right of Client to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

5. We certify that in the last 2 (two) years, we have neither failed to perform on any assignment or contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the applicant, nor been expelled from any project, assignment or contract by any public authority nor have had any assignment or contract terminated by any public authority for breach on our part.
6. We declare that:
  - a. We have examined and have no reservations to the RFP, including any addendum issued at any stage by the authority;
  - b. We do not have any conflict of interest in accordance with the terms of the RFP;
  - c. We have not directly or indirectly or through an agent/representative engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with Client or any other public sector enterprise or any government, Central or State; and
  - d. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
7. We understand that you may cancel the selection process at any time and that you are neither bound to accept any proposal that you may receive nor to select the Consultancy Firm, without incurring any liability to the applicants.
8. We certify that in regard to matters other than security and integrity of the country, we or any of our affiliates have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the project or which relates to a grave offence that outrages the moral sense of the community.
9. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a court of law for any offence committed by us or by any of our affiliates. We further certify that neither we nor any of our consortium members or our affiliates have been barred by the central government, any state government, a statutory body or any public sector undertaking, as the case may be, from participating in any project to bid, and that any such bar, if any, does not subsists



on the date of this RFP.

10. We further certify that no investigation by a regulatory authority is pending either against us or against our affiliates or against our CEO or any of our Directors/ Managers/ employees.
11. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by Client in connection with the selection of Consultancy Firm or in connection with the selection process itself in respect of the above mentioned project.
12. We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall we have any claim or right of whatsoever nature if the project is not awarded to us or our proposal is not opened or rejected.
13. The Financial proposal is being submitted in a separate envelope. This Technical proposal read with the Financial proposal shall be binding on us.
14. We agree and undertake to abide by all the terms and conditions of the RFP Document.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of the Firm:

Address:

Telephone:

Mobile:

Fax:

E mail:

(Name and seal of the Applicant/Member in Charge)

### Form 3 H: Format for CV of the professional staff proposed

(Please attach separate sheets for each resource)

<b>1.</b>	<b>Proposed Position:</b>		
<b>2.</b>	<b>Name:</b>		
<b>3.</b>	<b>Date of Birth:</b>		
<b>4.</b>	<b>Educational Qualification:</b>		
	<b>Name of Institution</b>	<b>Degree(s) or Diploma(s) obtained</b>	<b>Year</b>
<b>5.</b>	<b>Languages Known:</b>		
<b>6.</b>	<b>Countries of Work Experience:</b>		
<b>7.</b>	<b>Employment Record:</b>		
	<b>From</b>	<b>To</b>	<b>Company</b>
<b>8.</b>	<b>Work Undertaken that Best Illustrates Capability to Handle the Task:</b> Assignment Year: Location: Client: Employer: Position Held: Main features: Activities performed:		
<b>9.</b>	<b>Certification:</b>  I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.  Date: Name:		

### **Form 3 I: Approach and Methodology**

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- Understanding of Assignment and issues/challenges
- Approach & Methodology
- Case study of Sericulture/allied sector, Textiles, Handlooms, Handicrafts (or equivalent) assignments undertaken previously

### **Section 4: Financial Proposal–Standard Forms**

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Form 4 A: Financial Proposal Submission

Form 4 B: Summary of Costs

## Form 4 A: Financial Proposal Submission Form

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[Location]

[Date]

To,

The Director of Textiles & Handloom  
Directorate of Textiles,  
Government of Odisha,  
Satya Nagar, Near Kali Mandir  
Bhubaneswar -751007

Dear Sir,

Subject: Services for [name of assignment]

We, the undersigned, offer to provide the services for [name of assignment] in accordance with your Request for Proposal dated [date] and our proposal. Our attached Financial proposal is for the sum of [amount(s) in words and figures] (excluding GST).

Our Financial proposal shall be binding upon us subject to the modifications resulting from arithmetic correction, if any, up to expiration of the validity period of the Proposal, i.e.[date].

We undertake that, in competing for (and, if the award is made to us, in executing) the above assignment, we will strictly observe the laws against fraud and corruption in force in India namely  
—Prevention of Corruption Act 1988.

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:  
Name of the Firm:  
Address:

**Form 4 B: Summary of Costs**

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**#For Financial Evaluation**, the Total Cost of Financial Proposal will be taken into consideration. This will cover costs/expenses of the applicant for undertaking work as detailed in the Scope of Work. This Financial proposal covers manpower rates for all the personnel which includes overhead charges viz. travelling, boarding, lodging, communication and out of pocket expenses at base station (Bhubaneswar & Field tours). The Total Cost of Financial Proposal is inclusive of all expenses and taxes, excluding GST. For avoidance of doubt, it is clarified that all taxes, excluding GST, shall be deemed to be included in the Total Cost show under financial proposal. The applicant shall be paid GST over and above the cost quoted in the Financial proposal, by the Client. All payments shall be subjected to deduction of tax at source as per applicable laws.

**\*Goods and Services Tax** (and other applicable taxes and levies) would not be payable at the applicable rates as may be inforce from time to time.

Given the nature of the engagement, it may also become necessary for the team members to travel outside their respective base stations (Bhubaneswar). In such event, the team/resources(s) would be required to travel as per requirements of Directorate of Textiles. All arrangements will be done as per the Govt. norms. The Total Cost of Finance Proposal does include these expenses. The Financial Proposal is without any condition.

## Section 5: Terms of Reference

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### Project Background

Odisha Mineral Bearing Areas Development Corporation (OMBADC) was formed as a Section 25 Company on 02<sup>nd</sup> December 2014 as per the directive of Hon'ble Supreme Court of India for undertaking specific tribal welfare and area development works so as to ensure inclusive growth of mineral bearing areas in Odisha.

As per the mandate, OMBADC funds for the implementation of projects related to livelihood development, health, education, water supply, sanitation, etc. in mineral bearing areas through respective Line Directorates of Government of Odisha.

In order to strengthen the sericulture sector in the mining affected districts, different interventions have been sanctioned funds by OMBADC for implementation by Department of HT & T. These interventions will be carried out in 4 OMBADC districts – Mayurbhanj, Keonjhar, Sundergarh, and Jajpur.

In this context, Department of HT & T intends to select a Consulting Firm for a period of 18 months to support the Department/ District office of Assistant Director/PTRCS of Sericulture in implementing the projects sanctioned under OMBADC for promotion of Tasar sericulture in Mayurbhanj, Keonjhar, Sundergarh and Jajpur district in Odisha.

### Scope of Work

The Applicant should be a reputed pan India organization with extensive experience in design, development, management, implementation, monitoring and evaluation of large projects/ programmes/ schemes of government/ multilateral agencies.

#### 1. Programme Management:

- a. Assist in providing day-to-day programme management support to Directorate of Textiles & Handloom for smooth implementation of projects under OMBADC
- b. Assist in complying with various requirements set forth in OMBADC guidelines
- c. Assist & co-ordinate with OMBADC/DMF Cell, District Administrations, office of Assistant Director Sericulture (ADS/PTRCS) and various Departments in Government of Odisha.
- d. Assist & monitor in reviewing effective utilization of OMBADC funds across districts
- e. Assist in analysing data from various Districts, synthesize and present to Directorate of Textiles & Handloom
- f. Assist in preparation of reports, briefs, presentations and other documents, as needed
- g. Assist in identification of gaps in implementation and develop strategies to address these

- h. Assist in preparation of DPRs, RFP as and when required
- i. Assist in improvising the Capacity building, Training and establish forward and backward marketing linkages for strengthening of Tasar value addition programmes.
- j. Assist in complete audit and submission of Utilization Certificates

## **2. Preparation of detailed guidelines/ manuals/ SOPs:**

- a. Assist the Directorate of Textiles in developing/ rolling out new guidelines/ advisories/ SOPs to District Administrations/ office for the implementation of projects under OMBADC.
- b. Assist & monitor in creation of livelihood supports and identify new areas for livelihood supports under OMBADC programme.
- c. Assist & monitor in augmenting the livelihood programmes and prepare DPRs/RFP for new projects and short out the bottlenecks.
- d. Assist in preparation of guidelines for engagement of Consultants and Community Mobilisers for the project.
- e. Assist in conceptualizing wide range of innovative solutions for promoting sericulture in mining areas/affected people
- f. Assist & monitor in document learning/ best practices/ success stories across different districts
- g. Provide deep insights on various issues/ challenges to facilitate evidence-based decision making.

## **3. Management of Infrastructure projects:**

- a. Assist & monitor in setting up of systems and procedures for management, implementation and monitoring of various civil construction projects taken up by Serified under OMBADC across various districts
- b. Assist & monitor in preparation of reports, briefs, presentations and other documents, as needed

## **4. Monitoring & Evaluation:**

- a. Assist & monitor in preparation of Annual & Quarterly Action Plan for implementation of the OMBADC projects and review the progress as per mile stone.
- b. Assist & monitor to develop a results-based Monitoring Framework for projects under OMBADC
- c. Assist & monitor in assessing the coverage in terms of eligible beneficiaries, geographies, etc.
- d. Assist & monitor in identifying key bottlenecks/issues and challenges in the implementation of projects under OMBADC
- e. Assess the quality of assets created/ services provided and see how far these assets/ services benefitted end beneficiaries
- f. Assist to identify and highlight any scalable best practices and innovations, create case studies out of them to disseminate for replication.
- g. Assist & monitor in capturing unintended consequences/ negative externalities of interventions

## **5. Training and Capacity Building of stakeholders:**

- a. Assist & monitor to assess the capacity building needs at State/ District/ Block level for implementation of various projects under OMBADC
- b. Assist & monitor in developing an integrated capacity building plan for trainings/workshops to be conducted among various stakeholders

- c. Assist & monitor in preparation of course curriculum, content, pedagogic methods, training materials, post training reference materials, feedback forms, etc.
- d. Assist & monitor to develop training schedules/ annual training calendar for farmers and officials of Sericulture
- e. Assist & monitor in implementation of trainings/ workshops/ capacity building events as per schedule/ calendar
- f. Assist & monitor to identify and on-board training agencies at State/ District level for supporting capacity building efforts, as per requirement

### **Duration of engagement**

Duration of the engagement of Consultancy Firm would be 18 months. The project may be extended subject to the satisfactory performance of the engaged Consultancy Firm after obtaining necessary approval from the competent authority.



**Section 6: Standard Form of Work Order**

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STANDARD FORM OF WORK ORDER FOR APPOINTMENT OF  
CONSTANCY FIRM

Between

[Name of client]

[Name of Constancy Firm]

[Date]

## Form of Work Order

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Work Order to undertake [name of assignment]

The Directorate of Textiles, Government of Odisha, Satya Nagar, Near Kali Mandir, Bhubaneswar-751007, India, hereinafter referred to as the—Client which expression unless repugnant to context or meaning there of shall include its successors, affiliates and assigns has:

- a) requested the Consultancy Firm to provide certain services as defined in the Work Order(hereinafter called the—Services); and
- b) the Consultancy Firm, having represented to the Client that they have the required professional skills, personnel and technical resources, have agreed to provide the services on the terms and conditions set forth in this assignment.

NOW THEREFORE the Client hereto hereby agrees as follows:

**1. The following documents attached hereto shall be deemed to for man integral part of this Work Order:**

Appendix A: Terms of reference containing, inter-alia, the description of the Services and reporting requirements,

Appendix B: Cost Estimate

Appendix C: Copy of Bank Guarantee for Performance Security [in the format given in Annexure A]

**2. The mutual rights and obligations of the Client and the Constancy Firm shall be as set forth in the Work Order; in particular:**

- a) The Constancy Firm shall carry out the Services in accordance with the provisions of the Work Order; and
- b) Client will make payments to the Constancy Firm in accordance with the provisions of the Work Order

**3. Commencement, completion, modification and termination of Work Order**

3.1.1.Effectiveness of Work Order: This Work Order shall be effective from the date of issue by the client or date of receipt of the Work Order by the Consultancy Firm.

3.1.2.Commencement of Services: The Consultancy Firm shall commence the Services from the date notified by the Client.

3.1.3.Expiration of Work Order: Unless terminated earlier pursuant to relevant clauses in this Work Order here of, this Work Order shall expire when Services have been completed all payments have been made at the end of such time period after the

effective date.

3.1.4.Modification: Modification of the terms and conditions of this Work Order, including any modification of the scope of the Services or of the Work Order Price, may only be made by written agreement between the parties

3.1.5.Force Majeure:

Neither party will be liable in respect of failure to fulfill its obligations, if the said failure is entirely due to Acts of God, Governmental restrictions or instructions, natural calamities or catastrophe, epidemics or disturbances in the country. Force Majeure shall not include

(i) Any event which is caused by the negligence or intentional action of a party or by or of such party's agents or employees, nor (ii) any event which a diligent party could reasonably have been expected both to take into account at the time of being assigned the work, and avoid or overcome with utmost persistent effort in the carrying out of its obligations hereunder.

A party affected by an event of Force Majeure shall immediately notify the other party of such event, providing sufficient and satisfactory evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

**Extension of Time:** Any period within which a party shall, pursuant to this Work Order, 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 because of Force Majeure.

3.1.6.**No Breach of Work Order:** The failure of a party to fulfill any of its obligations under the Work Order shall not be a breach of, or default under this Work Order in so far as such inability arises from an event of Force Majeure, provided that the party affected by such an event:

- a) Has taken all precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Work Order, and
- b) Has informed the other party as soon as possible about the occurrence of such an event.
- c) The dates of commencement and estimated cessation of such event of Force Majeure; and
- d) The manner in which the Force Majeure event(s) affects the party's obligation(s) under the Work Order.

3.1.7.Neither party shall be able to suspend nor excuse the non- performance of its obligations hereunder unless such party has given the notice specified above.

3.1.8.**Payments:** During the period of their inability to perform the services as a result

of an event of Force Majeure, the Consultancy Firm shall be entitled to continue to be paid under the terms of this Work Order, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the services and in reactivating the services after the end of such period.

### **3.2 Termination**

3.2.1. By the Consultancy Firm: The Consultancy Firm may terminate this agreement or any particular Service immediately upon written notice to the Client if the Consultancy Firm reasonably determines that it can no longer provide the services in accordance with applicable law or professional obligations.

3.2.2. By the client: The Client may terminate this Work Order, earlier upon 15 (fifteen) day's prior written notice of termination to the Consultancy Firm, to be given after the occurrence of any of the events specified in this clause:

- a) if the Consultancy Firm do not remedy a failure in the performance of their obligations under the Work Order;
- b) if the Consultancy Firm become insolvent or bankrupt;
- c) if the Consultancy Firm fails to comply with any final decision reached as a result of arbitration proceedings pursuant to relevant clauses hereof;
- d) if the Consultancy Firm submits to the Client a false statement which has a material effect on the rights, obligations or interests of the Client. If the Consultancy Firm places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Client;
- e) if the Consultancy Firm, in the judgment of the Client has engaged in corrupt or Fraudulent Practices in competing for or in executing the Work Order;
- f) if the Client, in its sole discretion and for any reason what so ever, to terminate this Work Order.

3.2.3. Payment upon termination: Upon termination of this Work Order, the Client will make the following payments to the Consultancy Firm:

- a) Remuneration pursuant to relevant clauses for services satisfactorily performed prior to the effective date of termination;
- b) If the Work Order is terminated pursuant to Clause 3.2.2 a), b), d), e) or f), the Consultancy Firm shall not be entitled to receive any agreed payments upon termination of the Work Order. However, the Client may consider to make payment for the part satisfactorily performed on the basis of the quantum merit

as assessed by it, in its sole discretion, if such part is of economic utility to the Client. Under such circumstances, upon termination, the Client may also impose liquidated damages as per the provisions of relevant clauses of this Work Order. The Consultancy Firm will be required to pay any such liquidated damages to Client within 60 days of termination date.

- 3.2.4 Disputes about Events of Termination: If either party disputes Termination of the Work Order under relevant clauses hereof, such party may, within forty-five (45) days after receipt of notice of termination from the other party, refer the matter to arbitration under clause 2.1.7 of the RFP document, and this Work Order shall not be terminated because of such event excepting accordance with the terms of any resulting arbitral award.

### **3.3. Intellectual Property**

3.3.1. Consultancy Firm may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how ("Materials") that Consultancy Firm own in performing the services. Notwithstanding the delivery of any Reports, Consultancy Firm retain all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers that Consultancy Firm compile and retain in connection with the services (but not Client Information reflected in them). Upon payment for the Services, Client may use any Materials included in the Reports, as well as the Reports themselves as permitted by this agreement.

3.3.2. **On termination or completion:** Not more than five (5) business days following the date of termination of this agreement (for whatever reason) or completion of the (Consultancy) Services, the Consultancy Firm will deliver to the Client all information (including information that is in electronic form), confidential information, intellectual property, working papers, reports or other papers that are the property of the Client.

### **3.4. Obligations of the Consultancy Firm**

3.4.1. **General:** The Consultancy Firm shall perform the services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultancy Firm shall always act, in respect of any matter relating to this Work Order or to the services, as faithful advisers to the Client, and shall always support and safeguard the Client's legitimate interests in any dealings with Sub-consultant so third parties.

3.4.2.**Conflict of interest:** Prohibition of Conflicting Activities: Neither the Consultancy Firm nor their sub-consultants nor the personnel shall engage, either directly or indirectly, in any of the following activities:

- a) During the term of this Work Order, any business or professional activities which would conflict with the activities assigned to them under this Work Order; and
- b) After the termination of this contract, such other activities as may be specified in the Work Order.

**3.4.3. Confidentiality:** The Consultancy Firm, their sub-consultants, and the personnel of either of them shall not, either during the term or after the expiration of this Work Order, disclose any proprietary or confidential information relating to the project, the services, this contract or the Client's business or operations without the prior written consent of the Client.

Documents prepared by the Consultancy Firm to be the property of the Client: All designs, reports, other documents and software submitted by the Consultancy Firm pursuant to this Work Order shall be come and remain the property of the Client and the Consultancy Firm shall not later than upon termination or expiration of this Work Order, deliver all such documents and software to the Client, together with a detailed inventory thereof. The Consultancy Firm may retain a copy of such documents and software. Restrictions about the future use of these documents and software, if any, shall be specified in the Work Order.

3.4.4.**Limitation of liability:** Client (and any others for whom Services are provided) may not recover from Consultancy Firm, in contract or tort, under statute or otherwise, aggregate damages in excess of the fees actually paid for the services that directly caused the loss in connection with claims arising out of this agreement or otherwise relating to the Services.

### 3.5. Obligations of the client

3.5.1. Assistance and Exemptions: The client shall ensure and provide all need-based support to the Consultancy Firm as and when required for timely implementation of the project work

3.5.2. Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

### 3.6. Payments to the Consultancy Firm

3.6.1. Advance payment will not be considered.

3.6.2. The Consultancy Firm shall be paid for its services on monthly basis.

- 3.6.3. The agency will submit pre-receipted invoices in triplicate, complete in all respects, on the last working day of every month, for necessary settlement. Payment would be made on monthly basis subject to satisfactory completion of work. The invoices should be submitted along with complete details of the work undertaken during the month, supporting documents and bills (if required) as well as copies of the work/ material /produced during the month, for which the bills are submitted.
- 3.6.4. GST shall be paid as applicable.
- 3.6.5. For facilitating Electronic transfer for funds, the selected agency will be required to indicate the name of the Bank and Branch, account number (i.e. Bank names, IFSC Code and Bank A/c No.) and also forward a cheque leaf duly cancelled to verify the details furnished. These details should also be furnished on the body of every bill submitted for payments by the selected agency.
- 3.6.6. Currency: The price is payable in local currency i.e. Indian Rupees.
- 3.6.7. Payment duration: The timeframe for release of the payment shall be preferably within 30(thirty) days from the date of submission of invoice, unless stated otherwise.
- 3.6.8. Additional services: The client may place a request for the consultant to add additional resources ("Additional resources") to the project, which the consultant will have to provide in less than 30 days. The rates of such additional resources will be as per the number of years of experience as per schedule 4 B.
- 3.6.9. Payment for Additional Services: For the purpose of determining the remuneration due for additional services as may be agreed under relevant clauses for modification in this Work Order.

### **3.7. Settlement of disputes**

- 3.7.1. **Amicable Settlement:** The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Work Order or its interpretation.
- 3.7.2. **Disputes Settlement:** Any dispute between the Parties as to matters arising out of and relating to this Work Order that cannot be settled amicably within thirty (30) days after receipt by one party of the other party's request for such amicable settlement may be submitted by either party for settlement in accordance with the provision specified in the Work Order or all disputes shall be finally settled by Director of Textiles & Handloom at Directorate of Textiles.

3.7.3. Any grievance regarding penalty shall be first decided/resolved at Director level and with final decision Secretary, Handloom, Textiles & Handicraft, Govt. of Odisha whose decision shall be final.

### **3.8. Responsibility for accuracy of project documents**

3.8.1. General: The Consultancy Firm shall be responsible for accuracy of the estimate and all other details prepared by him as part of these services. The Consultancy Firm shall indemnify the client against any inaccuracy in the work, which might surface during implementation of the project.

### **3.9. Liquidated damages**

3.9.1. If the selected Consultancy Firm fails to complete the assignment, within the period specified under the Work Order, the Performance Guarantee is liable to be forfeited in full or part in case of underperformance and undue delays in performance by the agency, besides other action, including blacklisting of the agency as may be deemed fit by the Client. In case of part forfeiture of Performance Guarantee and if the agency proceeds to complete the assignment, the Performance Guarantee will need to be buffered and restored to the original value.

## **4. Miscellaneous**

- 4.1 Indemnity: To the fullest extent permitted by applicable law and professional regulations, the client shall indemnify the Consultancy Firm, the sub-consultant, if any against all claims by third parties (including your affiliates) and resulting liabilities, losses, damages, costs and expenses (including reasonable external and internal legal costs) arising out of the third party's use of or reliance on any report (including Tax Advice) disclosed to it by or through the client or at the client's request. The client shall have no obligation hereunder to the extent that Consultancy Firm have specifically authorized, in writing, the third party's reliance on the report.
- 4.2 Notices: Unless otherwise stated, notices to be given under the Work Order including but not limited to a notice of waiver of any term, breach of any term of the Work Order and termination of the Work Order, shall be in writing and shall be given by hand delivery, recognized international courier, mail and delivered or transmitted to the parties at their respective addresses specified in the Work Order. The notices shall be deemed to have been made or delivered (i) in the case of any communication made by letter, when delivered by hand, by recognized international courier or by mail (registered, return receipt requested) at that address.
- 4.3 Severability: If for any reason what so ever any provision of the Work Order is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the



validity, legality or enforceability of the remaining provision shall not be affected in any manner, and the parties will negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable. Provided failure to agree upon any such provisions shall not be subject to dispute resolution under the Work Order or otherwise.

#### 4.4 Intentionally left blank

#### 4.5 Performance security:

4.5.1 The Consultant shall prior to the effective date and as a condition precedent to its entitlement to payment under this Work Order, provide to the Client a legal, valid and enforceable Performance Security in the form of an unconditional and irrevocable bank guarantee as security for the performance by the Consultant of its obligations under this Work Order, in the form set out in this Work Order, in an amount equal 5(five) percent of the total cost of Financial proposal under this assignment. Further, in the event the term of this Work Order is extended, the Consultant shall at least fifteen (15) days prior to the commencement of every subsequent year or at least thirty (30) days prior to the date of expiry of the then existing bank guarantee, whichever is earlier, provide an unconditional and irrevocable bank guarantee as Performance Security for an amount **equivalent to 3 ( three) percent of the total cost of Financial Proposal under this assignment.**

4.5.2 The Performance Security shall be obtained from a commercial **Nationalized / Scheduled** bank, in compliance with applicable Laws (including, in case the Consultant is a non-resident, in compliance with applicable foreign exchange laws and regulations). {In the event the Consultant is a joint venture consortium, the Performance Security may be provided by any Member; provided that such Performance Security shall mention the details of this Work Order and the other Members.}

4.5.3 The Performance Security shall be extended accordingly such that the Performance Security remains valid until the expiry of a period of 60 (Sixty) days from the date of completion of the assignment. If the Client shall not have received an extended/replacement Performance Security in accordance with this clause at least thirty (30)days prior to the date of expiry of the then existing Performance Security, the Client shall be entitled to draw the full amount of the bank guarantee then available for drawing and retain the same by way of security for the performance by the Consultancy Firm of its obligations under this Work Order until such time as the Client shall receive such an extended/replacement Performance Security whereupon, subject to the terms of this Work Order, the Client will refund to the Consultancy Firm the full amount of the bank guarantee, unless the Client has drawn upon the Performance

Security in accordance with the provisions of this Work Order, in which case only the balance amount remaining will be returned to the Consultancy Firm; provided that the Client will not be liable to pay any interest on such balance. The Client will return the bank guarantee provided as Performance Security to the issuer thereof for cancellation promptly upon receipt of any extension/ replacement thereof. Subject to satisfactory completion of all deliverables under this Work Order, the Performance Security will, subject to any drawdowns by the Client in accordance with the provisions hereof, be released by the Client within a period of 60(Sixty) days from the date of completion of the services.

## **5 Penalty**

**5.1 Penalty:** The selected agency has to provide services as per the requirements of the RFP. In case the services rendered are not as per the requirement of the Directorate, the selected agency will have to come up with a solution within a given timeframe failing which 10% will be deducted from the amount payable.

5.2 Any dispute regarding penalty shall be handled as per dispute settlement provision.

5.3 The Client shall have the right to claim under the Performance Security and appropriate the proceeds if any of the following occur:

- a) The Consultant becomes liable to pay penalty;
- b) Occurrence of any of the events listed in sub-clauses (a) through (f) of Clause 3.2.2;
- c) Any material breach of the terms hereof; and/or
- d) Without prejudice to paragraph above, the Consultant fails to extend the validity of the Performance Security or provide a replacement Performance Security in accordance with the provisions of this Work Order.
- e) Non-compliance of mutually agreed timelines/time plan
- f) For any reasons the project is not completed owing to the faulty delivery/ non-cooperation/non-deliverance by the agency
- g) For any reason Contract is terminated by agency

***\*All conditions of RFP shall be considered to be integral part of this Work Order.***

## **Annexure A: Form of Bank Guarantee for Performance Security**

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(To be stamped in accordance with Stamp Act if any, of the country for issuing bank) Ref.: Bank Guarantee:

Date:

Sir,

In consideration of Directorate of Textiles, Government of Odisha (hereinafter referred as the Client, which expression shall, unless repugnant to the context of meaning thereof include its successors, administrators and assigns) having awarded to M/s [name of Consultancy Firm] a [type of company], established under laws of [country] and having its registered office at [address] (hereinafter referred to as the Consultancy Firm which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and permitted assigns), an assignment for preparation of [name of assignment] Work Order by issue of Client's Work Order Letter of award No. [reference] dated [date] and the same having been unequivocally accepted by the Consultancy Firm, resulting in a Work Order valued at Rs. [amount in figures and words] for (Scope of Work) (hereinafter called the Work Order) and the Consultancy Firm having agreed to furnish a Bank Guarantee amounting to Rs.----- [amount in figures and words] to the Client for performance of the said agreement.

We [Name of Bank] incorporated under [law and country] having its Head Office at [address] (hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators executors and assigns) do hereby guarantee and undertake to pay the Client immediately on demand an or, all monies payable by the Consultancy Firm to the extent of Rs. [amount in figure and words] as aforesaid at any time up to [date] without any demur, reservation, contest, recourse or protest and/ or without any reference to the Consultancy Firm. Any such demand made by the Client on the Bank shall be conclusive and binding notwithstanding any difference between the Client and the Consultancy Firm or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable until the Client discharges this guarantee.

The Client shall have the fullest liberty without affecting in anyway the liability of the Bank under this Guarantee, from time to time to vary the advance or to extend the time for performance of the Work Order by the Consultancy Firm nor shall the responsibility of the bank be affected by any variations in the terms and conditions of the Work Order or other documents. The Client shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Client and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Work Order between the Client and the Consultancy Firm any other course or remedy or security available to the client. The Bank shall not be relieved of its obligations under these presents by any exercise by the Client of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Client or any other indulgence shown by the Client or by any other matter or thing whatsoever which under law would put for this provision have the

effect of relieving the Bank.

The Bank also agrees that the Client at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Consultancy Firm and notwithstanding any security or other guarantee that the client may have in relation to the Consulting agencies liabilities.

This Guarantee shall be irrevocable and shall remain in full force and effect until discharge by the Bank of all its obligations hereunder.

This guarantee shall not be affected by any change in the constitution or winding up of the Consultancy Firm/the Bank or any absorption, merger or amalgamation of the Consultancy Firm/the bank with any other person.

Notwithstanding anything contained herein above our liability under this guarantee is limited to Rs. [amount in figure and words] and it shall remain in force up to and including [date] and shall extend from time to time for such period(s) (not exceeding one year), as may be desired by M/s[name of Consultancy Firm] on whose behalf this guarantee has been given.

Date this [date in words] day[month] of [year in yyyy format] at [place].

WITNESS

1. [Signature, name and address]

2. [Signature, name and address]

[Official Address]Designation

[With Bank Stamp]

Attorney as per Power of Attorney no. Dated

(Strikeout, whichever is not applicable).

The date will be fixed as indicated in the Work Order.

The stamp papers of appropriate value shall be purchased in the name of bank which issues the "Bank Guarantee". The bank guarantee shall be issued either by a bank (Nationalized/Scheduled) located in India or a foreign bank through a correspondent bank (scheduled) located in India or directly by a foreign bank which has been determined in advance to be acceptable to the Client.