

*Modified*  
**Request for Proposal (RFP)**

*Engagement of*  
**PROJECT MANAGEMENT UNIT (PMU)**

**FOR**

**“DEVELOPMENT of  
ODISHA HANDLOOMS”**

by

**DIRECTORATE OF TEXTILES, ODISHA,  
BHUBANESWAR**

Sanctioned under the scheme  
Promotion of Handloom Industries (POHI)

*Implemented by*

**State Agency for Development of Handloom Clusters (SADHAC),  
Bhubaneswar**



Handloom sector in Odisha plays a significant role in the socio-economic development of the weavers providing employment thousands of weaver artisans and allied workers. To enhance the export potential of Handloom products and integrate them into global markets, one "Project Management Unit (PMU)" will be engaged to promote Odisha's rich Handloom heritage and making strategies to facilitate market access and support exporters in compliance, quality assurance, Brand building etc. The PMU will work for "Development of Odisha Handlooms" under Directorate of Textiles, Odisha, Bhubaneswar in which two nos. of Quality Assurance Consultants, two nos. of Market linkage consultants will be engaged under one Team leader-cum-Project Manager.

In this context, Directorate of Textiles, Govt. of Odisha intends to engage a PMU, for a period of 24 months for the purpose which will be implemented through State Agency for Development of Handloom Clusters (SADHAC) an autonomous agency under Handlooms, Textiles & Handicrafts Department Govt. of Odisha. Funds will be sanctioned under POHI scheme under which Handloom weavers of the state/ State level Marketing organisations/ Master weavers/ Entrepreneurs will be facilitated for Export promotion activities.

The salient features of the project, eligibility criteria and prescribed formats for submission can be accessed in the RFP. Interested Applicants/ Consultancy Firms are requested to submit their responses to the "RFP", by post (Registered/ Speed) only on or before **dt. 02.07.2025, 17:00 hrs.** The Modified RFP documents uploaded on the website: <https://textiles.odisha.gov.in> and [www.sadhacodisha.org](http://www.sadhacodisha.org)

The submissions must be addressed to:

The Member Secretary, SADHAC

1<sup>st</sup> floor, Directorate of Textiles, Govt. of Odisha,

Satya Nagar, Bhubaneswar (Odisha) PIN-751007

E mail: [sadhacorissa@gmail.com](mailto:sadhacorissa@gmail.com)

Phone no: 0674-2572256/ 7978420057(from 11:00 AM to 5:00 PM only)

**The RFP includes the following Sections:**

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

All clarifications/corrigendum will be published only on the official website of SADHAC& Directorate of Textiles, Odisha. The official website for accessing the information related to the RFP is <https://textiles.odisha.gov.in> and [www.sadhacodisha.org](http://www.sadhacodisha.org)



**Director of Textiles & Handloom, Odisha  
-cum- Vice Chairman, SADHAC**

1<sup>st</sup> floor, Directorate of Textiles, Govt. of Odisha,  
Satya Nagar, Bhubaneswar -751007

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## **SECTION 1: LETTER OF INVITATION**

**Member Secretary, SADHAC**

**Date: 09.06.2025**

Handloom industries in Odisha are the oldest of its kind and are famous for its traditional IKAT (Tie & Dye) designed fabric production and other specific designs like Phoda Kumbha, Bomkai fabric, Kotpad fabric, Habaspuri fabric, Dhalapathara hand motif fabrics, Mayurbhanj Phuta fabrics etc. Total Handloom fabric production of the state at present stands around Rs. 600 crores per annum. However, during the past decade, the overall activities in this sector have declined considerably as well as the weavers' population. Few of the reasons are the super cyclone in the state, rapid industrialization in the state, frequent rise in yarn price etc. The last exercise in developing Odisha's textiles was conducted during 1995 under the Kalinga Vastra project. As the Handloom in the state is presently facing a grave crisis, it is an appropriate time to undertake another exercise that will bring back a sense of focus to Handlooms for a vision with Viksit Odisha-2036.

The PMU for **“Development of Odisha Handlooms”** intends to address not only the quality of fabric, its range & variety, its regional design identity, but also provide an impetus to its possible future growth. Odisha Handlooms bear the rich ritual heritage of the State as well as of the Country. The designs are based on aesthetic Tie & dye, Dobby Jalla, hand motif designs. The Project certainly gives an impetus not only in production, but also in the status of marketing which is a key factor for success of a business.

The prime objectives of the PMU are for Development of Odisha Handlooms in Quality assurance and Export promotion activities. To enhance the export potential of Handloom products and integrate them into global markets, PMU will work to promote Odisha's rich Handloom heritage and prepare strategies to facilitate market access and support exporters in compliance, Quality assurance, Brand building etc. The scope of work broadly includes but not limited to the followings:

- Team leader-cum-Project Manager (One)- Overall in charge of the PMU, report to Director, Textiles & Handloom, Odisha /Handlooms, Textiles &Handicrafts Department, Govt. of Odisha.
- Quality Assurance Consultants (Two) - To provide technical guidance and support to artisans weavers to ensure quality production, strengthen the export ecosystem through capacity-building initiatives, Quality control/assurance of Handloom products and support in acquiring international certifications and quality standards compliance.
- Market linkage (Export & E Commerce) Consultants (Two) - To conduct market survey/ research to provide market intelligence reports and updates on trade policies, Identify potential export destinations and develop an export strategy aligned with international trends and buyer preferences, Promoting branding, marketing and digital outreach for global market penetration. Strengthen collaborations with international buyers, trade bodies, and Governments. Assist Handloom exporters in meeting international standards and compliance, enhancing the global competitiveness of Odisha Handloom products.

The Terms of reference (TOR), Scope of work, Key performance indicators, Key deliverables are mentioned in details at **Section-2**. 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, HT&H Dept., Govt. of Odisha and other agencies in the implementation of projects sanctioned for Development of Handlooms in Textiles & Handloom sector.

### **1.1 General terms and conditions and instructions for submission of tenders:**

The information contained in this Request for Proposal ("RFP") or subsequently provided to bidders, whether verbally or in documentary or any other form by or on behalf of Directorate of Textiles, Odisha, Bhubaneswar (herein after referred to as DT(O)) or any of its employees or advisors, on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP document is not an agreement and is neither an offer of invitation by the DT(O) to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their bids for qualification pursuant to this RFP (the "Bid"). This RFP document does not purport to contain all the information that each Bidder may require. This RFP document may not be appropriate for all persons, and it is not possible for the DT(O) and its employees to consider the objectives, technical expertise, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

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

DT(O) and its employees make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of this RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this bid stage.

DT(O) also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP document.

DT(O) may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP document.

The issue of this RFP document does not imply that the DT(O) is bound to select a Bidder or to appoint the agency, as the case may be, for the project and the DT(O) reserves the right to reject all or any of the Proposals without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the DT(O) or any other costs incurred



in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the DT(O) shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

Interested firms/parties/agencies are advised to download and study the RFP document carefully and must satisfy all eligibility conditions stated in Clause 3.5 of this document in this regards from website of DT(O) / SADHAC.

## 1.2 Time schedule of RFP process:

No.	Particulars / Activities	Time Schedule
1	Start date for issue of RFP (Publication of Advertisement)	22.05.2025
2	Last date for receiving queries/ requests for clarification	31.05.2025 (17:00 hrs)
3	Pre Bid Meeting virtual mode	03.06.2025 (11:00 hrs)
4	SADHAC/ Directorate of Textiles response to queries/ requests of or clarification / Date of Corrigendum	<b>10.06.2025 (17:00 hrs)</b>
5	<b>Last date of receipt of proposals</b>	<b>02.07.2025 (17:00 hrs)</b>
6	Date & Time for opening the Pre-qualification documents	<b>04.07.2025 (11:00 hrs)</b>
7	Date & Time of opening of Technical Bid	<b>08.07.2025 (16:00 hrs)</b>
8	Presentation by successful applicants meeting the pre- qualification criteria	<b>19.07.2025 (12:00 hrs)</b> or will be intimated
9	Opening of Financial bids	<b>24.07.2025 (12:00 hrs)</b>



## Section 2: Terms of Reference (ToR)

### 2.1 Project Background

It aims to enhance the export potential of Handloom products and integrate Odisha Handlooms into global market. The “Project Management Unit” (PMU) will be engaged for fruitful “Development of Odisha Handlooms” to create innovative designs & build a brand of fashionable designs that promote and preserve the heritage of Odisha's rich Handloom, to develop trending fashionable products in Handlooms, make strategies to facilitate market access and support exporters in compliance, Quality assurance etc. The Development of Odisha Handlooms Cell will function at Directorate of Textiles (Odisha), Bhubaneswar and implemented through SADHAC.

### 2.2 Scope of Work broadly includes but not limited to the followings:

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. The PMU will work under the guidance/administration of Directorate of Textiles, Odisha & HT&H Department, Govt. of Odisha and will undertake the following activities:

#### Quality Control & Assurance, Capacity Building & Skill Development:

- Ensure quality assurance in Handlooms,
- Organize quality control trainings and workshops for weavers like raw material inspection, process control, QC checks, testing, certification, documentation and record keeping etc.
- Set key performance indicators and regularly assess export performance.
- Field visits & provide periodic reports and recommendations to the Department

#### Market Analysis & Export Strategy Development:

- Conduct market research to identify potential market/export destinations.
- Develop marketing strategy aligned with international trends and buyer preferences.
- Provide market intelligence reports and updates on trade policies.
- Manage digital marketing initiatives, social media campaigns and e-commerce integration.

### 2.3 Governance Structure: The PMU will be structured as follows:

#### A) Team Leader-cum-Project Manager (01):

Overall in-charge of the PMU, will report to the Directorate of Textiles, HT&H Department, Govt. of Odisha and to look after the following activities;

- Provide day-to-day programme management support to Directorate of Textiles for smooth implementation of the project.
- Assist in complying with various requirements set forth in project guidelines.
- Co-ordinate with SADHAC/ DT(O), Divisional offices of Textiles, office of Assistant Director Textiles and various Departments in Government of Odisha.
- Review the effective utilization of project funds, analyze, synthesize and present the data from various Handloom Clusters to Directorate of Textiles.
- Prepare reports, briefs, presentations and other documents as and when needed.
- Identify gaps in implementation of the project and develop strategies to address those gaps.

- Prepare detailed Guidelines/ Manuals/ SOPs for engagement of Consultants, DEO and Community Mobilisers for the project.
- Prepare document learning/best practices/success stories across different districts.
- Set up systems and procedures for management, implementation and monitoring of various activities under the project.
- Prepare Annual & Quarterly action plan for implementation of the project and review the progress as per mile stone.
- Develop a results-based monitoring framework for the project.
- Identify key bottlenecks/issues and challenges in the implementation of project.

**B) Quality Control and Assurance Consultant (02):**

- Quality checking of Handloom products and support in acquiring international certifications and quality standard compliances.
- Frequent field visits to ensure quality and suggest preventive measures like Raw Material Inspection, Weaving Process Control, Quality Control Checks at pre-loom and loom stage, Testing, Certification, Documentation, Record-Keeping and focus on Continuous Improvement.
- Organisation of Trainings and Workshops on-
  - Yarn quality, texture, and colour consistency.
  - Ensure dye quality that the dyes used are of high quality, non-toxic, and good colourfast.
  - Weaver training: Provide regular training to weavers on quality standards, weaving techniques and fabric specifications. Regularly maintain and inspect looms to prevent defects and ensure consistent quality. Conduct regular inspections of fabrics during the weaving process to detect defects.
  - Fabric inspection: Facilitate conduct of thorough inspections of finished fabrics for defects such as weave irregularities, colour bleeding, broken yarn, check the dimensional stability of fabrics to ensure it meets the required specifications.
  - Perform colour fastness tests: to ensure the colours do not bleed or fade excessively.
  - Maintain Fabric specifications including yarn type, weave and finish.
- Physical testing in Labs: Conduct physical tests such as tensile strength, tear resistance and abrasion resistance to ensure the fabric meets quality standards.
- Obtain certifications such as Handloom Mark, India Handloom Brand or other relevant certifications to ensure the fabric meets quality and authenticity standards.
- Keeping quality records and maintain detailed records of quality control checks, testing and certification.
- Focus on Feedback loop: Establish a feedback loop with weavers, designers and customers to identify areas for improvement, refine processes and procedures based on feedback and quality control data.
- Any other assignment assigned by the Team Leader-cum-Project Manager.

**C) i) Market Survey & Export linkage Consultant (01):**

- Conduct Market survey/ research to provide market intelligence reports and updates on trade policies.
- Identify potential export destinations and develop an export strategy aligned with international trends and buyer preferences.
- Assist Handloom exporters in meeting international quality standards and compliance enhancing the global competitiveness of Odisha Handloom products.

- Improves Capacity building, Training and establish forward and backward marketing linkages to strengthen Handloom sector.

#### ii) E Commerce Consultant (01)

- Promote branding, marketing and digital outreach for global market penetration. Strengthen collaborations with international buyers, trade bodies and Governments.
- Improves Capacity building, Training and establish forward and backward marketing through E commerce.
- Any other assignment related to digital marketing assigned by the Team Leader-cum-Project Manager.

### 2.4 Duration of Engagement:

- The PMU will be engaged for a period of **02 (two) years**, subject to review and extension based on performance.
- The engagement can be further extended up to another 2 years after successful completion of tenure and satisfactory performance based on mutual agreement ("Renewal period") with escalation in the commercial fee at 5%.
- New KPI will be provided for Renewal period.
- Monthly progress reports shall be submitted to the Directorate of Textiles as well as to Govt. of Odisha in HT&H Dept.
- Quarterly and Annual impact assessment shall be conducted to measure the effectiveness of the interventions.

### 2.5 Quarterly Key Performance Indicators:

The role of the PMU is to implement all the activities at ground level to facilitate PWCS/ Apex Societies. The physical outcomes are tentatively fixed. However final figure will be decided during inception of work.

#### (A) Quarterly Key Performance Indicators for Quality Control and Assurance

Phase of work	Quality Control and Assurance Consultant	Tentative Outcomes
<b>1<sup>st</sup> quarter</b>	• Baseline assessment of existing quality standards and practices across handloom clusters and Identification of major quality issues (in weaving faults, colour fastness, shrinkage, yarn quality, finishing)	At least 06 major cluster to be surveyed
	• Development of cluster-specific Quality Control Framework: Yarn selection & dyeing standards for QA, Weaving precision parameters, Finishing, packaging, and labelling standards	Implement in 06 clusters
	• Propose standard operating procedures (SOPs) for QC at different stages	SOP for all clusters
	• Submit Milestone-based Annual calendar and action plan	One Action plan to be prepared
<b>2<sup>nd</sup> quarter</b>	• Baseline assessment of existing quality standards and practices across handloom clusters and Identification of major quality issues (in weaving faults, colour fastness, shrinkage, yarn quality, finishing)	06 major cluster to be surveyed
	• Develop training material & Implement quality check tools	QC tools to be prepare for all clusters
	• Conduct workshops for weavers on quality norms	03 workshops with at least 60 participants
	• Evaluate weaver artisan performance and submit report	Implement in 3 clusters

Phase of work	Quality Control and Assurance Consultant	Tentative Outcomes
	• Evaluate packaging quality and capacity and submit report	Implement in 3 clusters
	• Recommend quality protocols to be embedded in government schemes, procurement standards, and producer training curricula	Implement in 3 clusters
	• Suggest incentives or penalties for quality compliance or deviation	Implement in 3 clusters
3 <sup>rd</sup> quarter	• Pilot quality assessment on initial production	20 products
	• Implement quality check tools	Implement in 3 clusters
	• Evaluate artisan performance	Implement in 3 clusters
	• Support in pre-shipment QC inspections for large domestic/ export orders	50 products
	• Provide buyer-readiness certification reports for product lots	Implement in 3 clusters
	• Submit quarterly progress & impact report	QPR to be submitted
	• Full implementation of SOPs in all clusters	Implement in 15 clusters
4 <sup>th</sup> quarter	• Independent quality audit, Capacity building follow-up	Implement in 3 clusters
	• Conduct monthly visits Evaluate weaver artisan performance,	Implement in 3 clusters
	• Submit cluster-wise QC reports highlighting defects, trends, and improvements	QC reports to be submitted
	• Ensure corrective actions and feedback loops for repeated defects	At least 20 designs
	• Submit quarterly progress & impact report	QPR to be submitted
5 <sup>th</sup> quarter	• Conduct monthly visits Evaluate artisan performance	Implement in 03 clusters
	• Reward high-quality clusters amongst all	Implement in 03 clusters
	• Capacity building on quality parameter follow-up	Implement in 03 clusters
	• Submit quarterly progress & impact report	QPR to be submitted
6 <sup>th</sup> quarter	• Certification plans for Handloom clusters	Implement in 03 clusters
	• Conduct monthly visits Evaluate artisan performance	Implement in 03 clusters
	• Refresher training sessions -03	Implement in 03 training
	• Submit quarterly progress & impact report	QPR to be submitted
7 <sup>th</sup> quarter	• Finalize cluster ratings and submit reports	cluster ratings Report -01
	• Quality benchmarking across regions	Implement in All clusters
	• Submit quarterly progress & impact report	QPR to be submitted
8 <sup>th</sup> quarter	• Submit quarterly progress & impact report	QPR to be submitted
	• Long-term quality roadmap	To be prepare for all clusters
	• Publish Quality Manual	One Quality Manual to be published

#### (B) Quarterly Key Performance Indicators for Market Survey & Market Linkage

Phase of work	Market Survey & Market Linkage Consultant	Tentative Outcomes
1 <sup>st</sup> quarter	• Diagnostic study of Odisha handloom's export potential	DSR to be submitted
	• Identification of export-worthy product categories and clusters	Implement in 15 clusters
	• Mapping of demand for specific products (e.g., Ikat cloth, stoles, sarees, home décor etc.)	30 products
	• Gap analysis on Export quality, compliance and submit report	Implement in 15 clusters
	• SWOT analysis of existing export performance and ecosystem and submit report,	
	• Develop standard operating procedures (SOPs) for export promotion	one SOP to be prepared
	• Identification of key International/ National markets strategy and plan accordingly	At least 05 strategies to be prepared
	• Prepare digital marketing plan	02 platform to be created

Phase of work	Market Survey & Market Linkage Consultant	Tentative Outcomes
	<ul style="list-style-type: none"> <li>Detailed action plan with timelines, target markets, KPIs</li> </ul>	One Action plan to be prepared
<b>2<sup>nd</sup> quarter</b>	<ul style="list-style-type: none"> <li>Workshop to guide weavers/ producers and designers to adapt products for export markets (on fabric quality, colour preferences, Sizes, Packaging etc.) Market trends, buyer preferences, price bands, entry barriers, etc.</li> </ul>	05 workshops to be organised in which at least 100 participants will be included
	<ul style="list-style-type: none"> <li>Suggest cost- effective export pricing and margin strategies</li> </ul>	One to be implemented
	<ul style="list-style-type: none"> <li>Develop export-oriented product lines</li> </ul>	One to be implemented
	<ul style="list-style-type: none"> <li>Database of 100+ potential buyers/ importers/ agents</li> </ul>	One Database to be prepared
	<ul style="list-style-type: none"> <li>Develop MoUs / agreements with key buyers or international distributors</li> </ul>	MoU with 10 buyers or international distributors
	<ul style="list-style-type: none"> <li>Facilitate at least 10 B2B interactions annually</li> </ul>	10 B2B interaction to be organised
	<ul style="list-style-type: none"> <li>Quarterly progress reports with KPIs of this quarter</li> </ul>	QPR to be submitted for 2 <sup>nd</sup> quarter
<b>3<sup>rd</sup> quarter</b>	<ul style="list-style-type: none"> <li>Support registration and on boarding on major export platforms (e.g., Amazon Global, Etsy, Trade India, Export Promotion Councils etc.)</li> </ul>	At least 20 nos. of major platform to be selected
	<ul style="list-style-type: none"> <li>Identify National/ international exhibitions/ fair</li> </ul>	30 Exhibitions to be selected
	<ul style="list-style-type: none"> <li>Initiate branding strategy</li> </ul>	At least 30 products to be initiated for brand building
	<ul style="list-style-type: none"> <li>Onboard local aggregators</li> </ul>	100 Local aggregators to be on boarded
	<ul style="list-style-type: none"> <li>Start B2B connections</li> </ul>	10 B2B connections to be started
	<ul style="list-style-type: none"> <li>Launch initial digital presence</li> </ul>	online visibility of at least 100 products
	<ul style="list-style-type: none"> <li>Prepare marketing kits: catalogues, brand story, product presentations</li> </ul>	brand story of 30 products
	<ul style="list-style-type: none"> <li>Assist in sample shipment, booth coordination, and post-fair follow-up</li> </ul>	Minimum 50 products
	<ul style="list-style-type: none"> <li>Quarterly progress reports with KPIs including Number of exporters trained/on boarded, Number of buyer leads generated, Orders facilitated/value realized</li> </ul>	QPR to be submitted for 3 <sup>rd</sup> quarter
<b>4<sup>th</sup> quarter</b>	<ul style="list-style-type: none"> <li>Participate in trade fairs</li> </ul>	Participated in 03 trade fairs
	<ul style="list-style-type: none"> <li>Test domestic e-commerce platforms</li> </ul>	20 e-commerce platforms
	<ul style="list-style-type: none"> <li>Facilitate at least 10 B2B interactions annually</li> </ul>	10 B2B interactions
	<ul style="list-style-type: none"> <li>Conduct capacity-building workshops:</li> </ul>	05 workshops
	<ul style="list-style-type: none"> <li>Export documentation &amp; procedures</li> </ul>	01 Export documentation
	<ul style="list-style-type: none"> <li>Program on Trade finance, International Commercial terms, pricing</li> </ul>	05 Programs
	<ul style="list-style-type: none"> <li>Program on International buyer engagement and communication</li> </ul>	05 Programs
	<ul style="list-style-type: none"> <li>Program on Branding and packaging for global markets</li> </ul>	05 Programs
	<ul style="list-style-type: none"> <li>Export turnover should be increased at least 20% (Rs. 225.15 lakh in 2023-24)</li> </ul>	Up to 275 lakhs
	<ul style="list-style-type: none"> <li>Quarterly progress reports with KPIs including Number of exporters trained/ on boarded, Number of buyer leads generated, Orders facilitated/value realized</li> </ul>	QPR to be submitted for 4 <sup>th</sup> quarter
<b>5<sup>th</sup> quarter</b>	<ul style="list-style-type: none"> <li>Formal tie-ups with buyers</li> </ul>	30 buyers
	<ul style="list-style-type: none"> <li>Program on Strengthen logistics &amp; packaging chains</li> </ul>	05 Programs
	<ul style="list-style-type: none"> <li>Create templates for producer groups to apply for government export</li> </ul>	05 templates for PG

Phase of work	Market Survey & Market Linkage Consultant	Tentative Outcomes
	incentives (RoDTEP, MEIS/ SEIS)	
	<ul style="list-style-type: none"> <li>Recommend export promotion policies for Odisha handlooms</li> <li>Suggest formation of export facilitation cell or tie-ups with EPCs (like HEPC, EPCH)</li> </ul>	Export promotion policy to be prepared
	<ul style="list-style-type: none"> <li>Quarterly progress reports with KPIs including Number of exporters trained/on boarded, Number of buyer leads generated, Orders facilitated/value realized</li> </ul>	QPR to be submitted for 5 <sup>th</sup> quarter
6 <sup>th</sup> quarter	<ul style="list-style-type: none"> <li>Program on Digital &amp; E-Commerce Export Strategy</li> </ul>	At least 10 Programs
	<ul style="list-style-type: none"> <li>Recommend e-commerce export channels (e.g., Etsy, Shopify, India Mart Global, India Handmade)</li> </ul>	At least 10 export channels
	<ul style="list-style-type: none"> <li>Assist in on boarding, catalogue creation, and logistics planning</li> </ul>	50 handloom sellers
	<ul style="list-style-type: none"> <li>Launch e-commerce store/portal</li> </ul>	At least 04 e-commerce store
	<ul style="list-style-type: none"> <li>Digital story telling of Odisha handloom</li> </ul>	30 products
	<ul style="list-style-type: none"> <li>Quarterly progress reports with KPIs including Number of exporters trained/on boarded, Number of buyer leads generated, Orders facilitated/value realized</li> </ul>	QPR to be submitted for 6 <sup>th</sup> quarter
7 <sup>th</sup> quarter	<ul style="list-style-type: none"> <li>Engage with export councils</li> <li>Build capacities in digital branding, customer handling, fulfilment</li> </ul>	05 programs
	<ul style="list-style-type: none"> <li>Target international buyers/retailers</li> </ul>	10 buyers
	<ul style="list-style-type: none"> <li>Quarterly progress reports with KPIs including Number of exporters trained/on boarded, Number of buyer leads generated, Orders facilitated/value realized</li> </ul>	QPR to be submitted for 7 <sup>th</sup> quarter
8 <sup>th</sup> quarter	<ul style="list-style-type: none"> <li>Export turnover should be increased at least 30% (Previous target turn over -275 lakh )</li> </ul>	Up to Rs. 360 lakhs in a FY
	<ul style="list-style-type: none"> <li>Submit impact report</li> </ul>	Impact report to be submitted
	<ul style="list-style-type: none"> <li>Recommendation report on long-term market strategy</li> </ul>	Market strategy report to be submitted
	<ul style="list-style-type: none"> <li>Final handover report including Market linkage toolkit, Contact database, Replicable strategies for future markets</li> </ul>	Documentation of entire activity to be submitted.

## (B) Key Deliverables

- Brand development and marketing initiatives
- Inception, QC framework, cluster assessment- 15 nos. handloom clusters
- Training rollout, SOP enforcement, QC reporting
- Advanced QC systems, dashboards, pre-shipment QC
- Final assessment, institutional handover
- Market intelligence reports and trade opportunity assessments.
- Export promotion strategy and action plan.
- Performance monitoring and evaluation reports.
- Build a database of 100 plus potential buyers/ importers/ agents for market linkage
- Facilitate at least 5 (five) B2B interactions annually
- Facilitate at least 1000 nos. of Shipments during the project period

## **SECTION 3: INSTRUCTION TO APPLICANTS**

### **3.1 Introduction**

- a) 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.
- b) 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 this RFP.
- c) 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.
- d) 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.
- e) 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.
- f) 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 will:
  - i. 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.
  - ii. 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.
- g) 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 Commissioner-cum-Secretary, Handlooms, Textiles& Handicrafts Department whose decision shall be final and binding on the parties.
- h) 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 the 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.

- i) 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 SADHAC, Directorate of Textiles Odisha, Bhubaneswar. No proposal shall be accepted in any other form and shall be summarily rejected. The submissions of EMD and Pre-Qualifications 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, a list of to finally qualified applicants shall be prepared in the order of their merit.

- j) The evaluation will be done in accordance with procedure given in Clause 3.8.

- k) Number of Proposals: No applicant shall submit more than one application.

- l) 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.

- m) **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 under and in term here of, and

- g) Conducted its own investigation 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.

### 3.2 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 in specific formats like 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 Member Secretary, SADHAC  
1<sup>st</sup> floor, Directorate of Textiles, Govt. of Odisha,  
Satya Nagar, Bhubaneswar - 751007  
Email: sadhacorissa@gmail.com

The Client will endeavour 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 a reasonable time for taking an amendment into account, the Client may at its discretion extend the proposal due date.

### 3.3 Pre Bid Meeting:-

- i. Pre-bid meeting shall be convened on 03.06.2025 at 11:00 hrs to clarify any concerns bidders may have with the solicitation documents, scope of work and other details of the requirement.
- ii. Agencies may request a clarification on any clause of the RFP document during the pre-bid meeting.
- iii. At any time before the submission of proposals, the Department may amend the RFP by issuing an addendum in writing or by announcing it through its website

### 3.4 Earnest Money Deposit

- i. An Earnest Money Deposit in the form of a Demand Draft/ Bank Guarantee, from a scheduled Indian Bank in favour of State Agency for Development of Handloom Clusters (SADHAC), Bhubaneswar payable at Bhubaneswar, for the sum of **Rs.1,00,000/- (Rupees One Lakh only)** shall be required to be submitted in original by each applicant. The Bank Guarantee shall be in the format 4F.
- ii. The Demand Draft/ Bank Guarantee in original shall be placed in an envelope and marked as - EMD (No .....). EMD can also be deposited online through NEFT/ RTGS and copy of the same will be submitted along with the proposal.

Department	In favour of	Bank	Branch	Account No	IFSC no.
Directorate of Textiles, Odisha	State Agency for Development of Handloom Clusters (SADHAC)	State Bank of India	Satyanagar, Bhubaneswar	39486123362	SBIN0012023

- iii. 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.
- iv. 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:
  - a) 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)
  - b) 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.
  - c) 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
  - d) If the applicant commits any breach of terms of this RFP or is found to have made a false representation to the Client.

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. 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.

- v. 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 proposal due date, 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).
- vi. 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.
- vii. The client provides an exemption of EMD for Micro and Small Enterprises (MSEs) registered firms.

### **3.5 Preparation of Proposal**

- i. 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.
- ii. In preparing their proposal, applicants are expected to thoroughly examine the RFP document.
- iii. 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.

- iv. 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.
- v. The proposals must be digitally pre-signed by the Authorized Representative, as detailed below:
  - By the proprietor in case of a proprietary firm,
  - By a partner, in case of a partnership firm and/or a limited liability partnership; or
  - By a duly authorized person holding the Power of Attorney/Board Resolution, in case of a Limited Company or corporation.

All pages of the tender document shall be initiated by the authorized signatory who signed the bids.

- vi. 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 in case the proposal is non-responsive on any aspects.
- vii. **Financial Proposal:** While preparing the financial proposal (Form 5 A & 5 B), 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:
  - a) 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.
  - b) The resources deployed may have to travel outside their base stations (various Handloom clusters of Odisha), as per requirements of Directorate of Textiles. In such cases, TA/DA shall not be payable to the resources by the Client. In case of any travel other than link to KPIs or any specific travel ordered by the client, TA & DA to the resources will be paid as per the Govt. norm.
  - c) 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.
- viii. 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.
- ix. The Proposal should be submitted as per the standard financial proposal submission forms prescribed in this RFP.
  - x. Applicants shall express the price of their services in Indian Rupees only per month only.

### 3.6 Submission, receipt and opening of Proposals

- i. The RFP document can be downloaded from Directorate of Textiles website [textiles.odisha.gov.in](http://textiles.odisha.gov.in) and [sadhacodisha.org](http://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 **State Agency for Development of Handloom Clusters (SADHAC)** payable at **Bhubaneswar** and it should be enclosed along with the pre-bid document.
- ii. The proposal shall be submitted by post (Registered/Speed) only to the Member Secretary , SADHAC, Bhubaneswar (Address mentioned)
- iii. 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 power of attorney/ Board resolution by the competent authority accompanying the proposal.
- iv. 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".
- v. 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.
- vi. 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.

### 3.7 Tender Evaluation Committee:

- i. The Govt. 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 and recommend to Chairman of the Committee.
- 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 75% marks in the technical bid and above will be notified as "Technically Qualified"
- iv. The financial bids of the "Technically Qualified" bidders will only be opened and those of technically non-qualified bidders will be returned un-opened.

### 3.8 Proposal Evaluation

- i. As part of the evaluation, the EMD and Pre-Qualification proposal submitted (Form 4 A – 4 E) shall be checked to evaluate whether the applicant meets the prescribed Minimum Qualification Criteria. Subsequently, the Technical proposal submitted by the 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.
- ii. Prior to evaluation of the 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 **3.9** 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 hereof.

#### 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 forms specified in this RFP
- ii. It is received by the proposed due date including any extension thereof in terms hereof
- iii. It does not contain any condition or qualification, and
- iv. It is not non-responsive in terms hereof.

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.

### 3.9 Minimum Qualification Criteria

S. 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 4B
2	Not-Being Blacklisted	Applicant/ Bidder should not be under blacklisted by any Central/State Certification Government/ PSU/ Judicial pronouncement in India.	Self Certification	Form 4B

S. No.	Basic Requirements	Specific Requirements	Documents Required	Document
3	Project Management experience	Should have experience of running at least 2 Programme Management Units (PMU) or equivalent for Central Government / State Governments Directorates/agencies etc. in the last 5 years of minimum contract value of <b>INR 2.0 Crore</b> each	Work Order/LOI /MoU/ Completion Certificate	Form 4D
4	Textiles & Handloom / allied Livelihood experience	Should have experience of undertaking at least 1 assignment related to Textiles & Handloom/allied livelihood sector/ Textiles, Handlooms, Handicrafts (or equivalent) in Odisha or other states in India granted by Central Govt./ State Govt. / District Administration including their Departments and agencies, International Organizations, Multi-Lateral Agencies etc. in the last 10 years of minimum contract value of <b>INR 50 Lakhs</b>	Work Order/ LOI /MoU/ Completion Certificate	Form 4D
5	Turnover	Should have a minimum annual turnover of Certificate from <b>INR 50 Crore</b> from Indian operations in each statutory auditor of the previous three financial years (audited FY 2021-22, 2022-23, 2023-24). Must have positive net financial worth. For the year 2024-25 (provisional) can also be accepted.	Certificate from Statutory auditor/ audited financial statements for the last three financial years	Form 4C
6	Manpower	Should have adequate qualified and well experienced personnel to monitor the activities.	Details of staff & their qualification & Experience are to be attached.	

### 3.10 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	Criteria parameters	Marking	Maximum Marks
<b>A</b>	<b>Project Experience (Form 4D)</b>		<b>30 marks</b>
	Experience of running PMU or equivalent for Central Govt./ State Govt. including their Directorates/ agencies in the last <b>5 years</b> of minimum contract value of <b>INR 2.0 Crores</b> each	1-2 PMUs = 3 mark 3 marks for each additional PMU, subject to a maximum of 15 marks	15 marks
	Experience of undertaking assignments related to Textiles sector, Handlooms, Handicrafts (or equivalent) granted by Central Government/ State Governments/ District Administration including their Departments and agencies, International Organizations, Multi-Lateral Agencies etc. in the last <b>10 years</b> of minimum contract value of <b>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.			



Sl	Criteria parameters	Marking	Maximum Marks
<b>B</b>	<b>Team*Experience(Form 4H)</b>		<b>30 marks</b>
1.	Team Leader-cum-Project Manager (One)	<ul style="list-style-type: none"> <li>Min. educational qualification Master's Degree (or equivalent) in Business Management (MBA), Development Studies/ Practice, Social Work or related field(s) from a reputed and recognized University/Institution.</li> <li>Min. total work experience- <b>07 years</b></li> <li>Experience in managing large social sector / projects in Central Govt. State Govt./ District Administration PMUs or Consultancy Assignments/ multi-lateral agencies/ international organizations/ reputed National level NGOs</li> </ul>	<b>10 marks</b> <ul style="list-style-type: none"> <li>Educational qualification- 2 marks</li> <li>Total work experience- 1 mark</li> <li>Relevant/ specific experience- 2 mark</li> <li>For each project additional 1 mark maximum of 5 marks</li> </ul>
2.	Quality Control and Quality Assurance Consultant(two)	<p><b>i) Senior QAQC Consultant-01</b></p> <ul style="list-style-type: none"> <li>Min. educational qualification –M Tech/ B. Tech. in Textile Engineering from a reputed and recognized University/ Institution ,</li> <li>Min. total work experience- 02 years (For M Tech.)/ 04 years (for B. Tech.)</li> <li>Experience in quality control in the field of Textile in Central/ State Govt./ PSU/ PMUs or Consultancy Assignments/ international organizations/ reputed national level NGOs / Export house.</li> </ul> <p><b>ii) QAQC Consultant-01</b></p> <ul style="list-style-type: none"> <li>Min. educational qualification– B. Tech. in Textile Engineering/ Diploma in Textile Technology from a reputed and recognized University/ Institution ,</li> <li>Min. total work experience- 02 years (for B. Tech) / 05 years (for Diploma).</li> <li>Experience in quality control in the field of Textile in Central/ State Govt./ PSU/ PMUs or Consultancy Assignments/ international organizations/ reputed national level NGOs / Export house.</li> </ul>	<b>5 marks each (5 x 2 = 10 marks)</b> <ul style="list-style-type: none"> <li>Educational qualification- 1 marks</li> <li>Total work experience -2 mark</li> <li>Relevant/ specific experience- 2 marks</li> </ul>
3.	Market Linkage & Market Survey Consultant (two)	<p><b>i) Export Market Linkage Consultant-01</b></p> <ul style="list-style-type: none"> <li>MBA in relevant field</li> <li>Min. total work experience- 5 years</li> <li>Experience in Marketing in the field of Textile in Central/ State Govt./ PSU/ PMU or Consultancy Assignments/ international organizations/ reputed national level NGOs/ Export house.</li> </ul> <p><b>ii) E- Commerce Consultant -01</b></p> <ul style="list-style-type: none"> <li>MBA in relevant field</li> <li>Min. total work experience- 5 years</li> <li>Experience in E- Marketing in the field of Textile in Central/ State Govt./ PSU/ PMU or Consultancy Assignments/ international organizations/ reputed national level NGOs/ Export house.</li> </ul>	<b>5 marks each (5 x 2 = 10 marks)</b> <ul style="list-style-type: none"> <li>Educational qualification- 1 marks</li> <li>Total work experience -2 mark</li> <li>Relevant/ specific experience- 2 marks</li> </ul>
<b>C</b>	<b>Approach &amp; Methodology (Form- 4I), 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 Textiles & Handloom/Allied Sector, Textiles, Handlooms, Handicrafts 15 marks (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 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)

### **3.11 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.

### **3.12 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 70% for technical proposal and 30% for financial proposal.

$$S = St \times 0.70 + Sf \times 0.30$$

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

### **3.13 Award of Contract**

After completing negotiations, SADHAC (IA) 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).

### **3.14 Grant of Work Order**

- i. 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 within 3 (three) days of the receipt of the Work Order, the Client may, unless it consents for 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 next highest ranking applicant may be considered.
- ii. **Performance Security:** Performance Security equivalent to 3% (Three) percent of the total cost of Financial Proposal shall be furnished from a Nationalized/Scheduled Bank by the successful applicant, before starting 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.

- iii. **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 of Textiles, 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.

\* In case of delay in delivery of KPIs 1% per week will be deducted as penalty subject to maximum up to 10% and in case of non satisfactory performance of resource persons request for withdrawal of key persons may be sent to the Agency by the Committee.

### **3.15 Confidentiality**

Information relating to evaluation of proposals and recommendations concerning grant of Work Order shall not be disclosed to the applicants, their representatives/agent so 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.

### **3.16 Cancellation of Contracts & Forfeiture of Performance Guarantee**

- i. 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.
- ii. Without prejudice to the rights of the Client under this Clause, hereinabove 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 event.
- iii. For the purposes of this clause, the following terms shall have the meaning here in after respectively assigned to them:
- iv. Corrupt practice' means (i) 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.

- v. Fraudulent practice means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the selection process;
- vi. 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.
- vii. 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
- viii. 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.

### **3.17 Miscellaneous**

- i. 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 overall disputes arising under, pursuant to and /or in connection with the selection Process.
- ii. The Client, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
  - a. 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;
  - b. Consult with any applicant in order to receive clarification or further information;
  - c. Retain any information and/or evidence submitted to the Client by, on behalf of and/ or in relation to any applicant; and/or
  - d. 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.
- iii. 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.
- iv. 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.
- v. The Client reserves the right to make inquiries with any of the clients listed by the applicants in their previous experience record.

### 3.18 Data Sheet

Reference	Description
Section 1	<p>State Agency for Development of Handloom Clusters (SADHAC) proposes to engage a reputed Consulting Firm as PMU to work for Development of Odisha Handlooms under Directorate of Textiles/ HT&amp;H dept. Govt. of Odisha for successful improvement on Quality Handloom products and Market linkage of Odisha Handlooms. The agency will be responsible for continuous engagement with the Directorate of Textiles and other agencies for implementation of the Scheme.</p> <p>A PMU will be selected as per Quality cum Cost Based Selection (QCBS) process. The Proposal of the applicant shall be valid for 90 (ninety) days from the Proposal due date.</p>
1.2 (2)	<p>Clarification must be sought on or before <b>31.05.2025 (17 hrs)</b>. 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:</p> <p>Email : sadhacorissa@gmail.com  The Member Secretary, SADHAC  1<sup>st</sup> floor, Directorate of Textiles, Govt. of Odisha,  Satya Nagar, Bhubaneswar -751007</p>
1.2 (3)	<p>Date &amp; Time of pre-bid meeting <b>03.06.2025(11:00 hrs)</b> at the online web link which will be sent to the bidders in advance.</p>
1.2 (5)	<p>The last date of submission of Proposal is <b>13.06.2025 (17:00 hrs)</b> The Proposal will be submitted by post (Registered/Speed) only. The address for submission of proposal is:</p> <p>The Member Secretary, SADHAC  1<sup>st</sup> floor, Directorate of Textiles, Govt. of Odisha,  Satyanagar, Bhubaneswar -751007</p>
Form 4 A and 4 B	<p>The applicant to state cost in Indian Rupees only - both in figures and words.</p>

## **Section 4: Pre-Qualification and Technical Proposal Standard Forms**

Form 4 A:	Pre-Qualification proposal submission Form
Form 4 B:	Self- Certification of Minimum Eligibility and of not Being Blacklisted
Form 4 C:	Average Annual Turnover of Applicant
Form 4 D:	Format for Highlighting Relevant Experience
Form 4 E:	Format for Power of Attorney for Authorized Representative
Form 4 F:	Format of Bank Guarantee for Earnest Money Deposit
Form 4 G:	Technical Proposal Submission
Form 4 H:	Format for CV of the Professional Staff Proposed
Form 4 I:	Approach and Methodology

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

### **Form 4A: Pre-Qualification Proposal Submission Form**

[Location, Date]

To,  
The Member Secretary, SADHAC  
1<sup>st</sup> floor, Directorate of Textiles, Govt. of Odisha,  
Satyanagar, Bhubaneswar -751007

RFP dated [.....] for selection of Consultancy Firm for establishment of a Project Monitoring Unit (PMU) Cell in the Directorate of Textiles under SADHAC (IA) for successful implementation of Design intervention work in 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 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 (name of the applicant), nor been expelled from any

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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
  - c) 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 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. Power of Attorney in favour 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)**

Sl.No	Pre-Qualification Documents	Documentary evidence
1	Tender Documents signed & Stamped	Tender document digitally signed and stamped to be attached
2	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.</li> <li>▪ UTR No..... dated.</li> </ul>
3	Earnest Money Deposit amount	<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>
4	Details of Registration of the Agency / Company / Firm / Organization / AOP / Trust in India	Please attach the Registration details
5	The bidder has to submit self-certified letter indicating that they have not been blacklisted by any Govt. Department, Organization, Corporation	Please attach self certified Letter
6	Copy of PAN No.	Please attach copy of PAN Card
7	Proof of Registration with GST	Please attach copy of GST Registration.
8	Proof of Registration with Employees Provident Fund	please attach copy of Provident Fund Registration
9	Proof of Registration with Service Tax	Please attach copy of Service Tax Registration
10	Total Experience of the Agency	Please attach copies in proof of experience
11	Total Experience in Government agencies with similar nature of assignment during last 5 years	Please attach copies in proof of experience
12	Total Experience in the field of Evaluation relating Programmes / Project Monitoring / Evaluation	Please attach copies in proof of experience
13	Experience of the Agency Audited Balance Sheet from a firm of Chartered Accountants for the 5 financial years:	Please attach copies of audited balance sheets for 5 financial years as indicated.

Sl.No	Pre-Qualification Documents	Documentary evidence
	For the Year 2020-21 to For the Year 2024-25	
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 5 financial years ending 31st March each of the following years Year 2019-20 to the Year 2023-24. FY 2024-25 (provisional) can also be accepted.	Attach Copy of certificate from a firm of Chartered Accountant for 5 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.

**Signature of the Tenderer/  
Authorized signatory**

Place:

Date:

Name:

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

### **Form 4B: Self-certification of Minimum Eligibility and of not being Blacklisted**

[Location, Date]

Here give a certificate that the applicant is a registered firm/company/ partnership\* and is notbeingcurrentlyblacklisted\*\*byanyCentral/State/PublicSectorundertakinginIndia.

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.

\*Kindlyprovidesupportingdocumentsofbeingregisteredfirm/incorporationcertificate

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

**Form 4C: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	
4	2024-25 (Provisional)	
	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 4D: Format for highlighting relevant experience**

Please give details of each project on a separate sheet.

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

\*Kindly provide supporting documents such as LoI/ 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 4 E: Format for Power of Attorney for Authorized Representative**

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 extracts of the charter documents and other documents such as a resolution/power of attorney in favour 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 4 F: Format of Bank Guarantee for Earnest Money Deposit**

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 quest 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 fulfil 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 fulfilment 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 fulfilment 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 fulfil 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 fulfilment and compliance it shall 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 part 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 & 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 4 G: Technical Proposal Submission Form**

[Location, Date]

To,  
The Member Secretary, SADHAC  
1<sup>st</sup> floor, Directorate of Textiles, Govt. of Odisha,  
Satyanagar, 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 or 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 onus.
  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 4 H: Format for CV of the professional staff proposed**

(Please attach separate sheets for each resource)

1	Proposed Position:			
2	Name:			
3	Date of Birth:			
4	Educational Qualification:			
	Name of Institution	Degree(s) or Diploma(s) obtained	Year of Passing	Percentage of Marks
5	Languages Known:			
6	Countries of Work Experience:			
7	Employment Record:			
	From	To	Company	Position held
				Roles & Responsibility
8	<p>Work Undertaken that Best Illustrates Capability to Handle the Task:</p> <p>Assignment Year:</p> <p>Location:</p> <p>Client:</p> <p>Employer:</p> <p>Position Held:</p> <p>Main features:</p> <p>Activities performed:</p>			
8	<p>Certification:</p> <p>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.</p> <p>Date:</p> <p>Name:</p> <p>Signature :</p>			

### **Form 4 I: Approach and Methodology**

1	Understanding of Assignment and issues/challenges	
2	Approach & Methodology	
3	Case study of Textiles & Handloom/allied sector, Handicrafts (or equivalent) assignments undertaken previously	

## **Section 5: Financial Proposal-Standard Forms**

Form 5 A: Financial Proposal Submission

Form 5 B: Summary of Costs

### **Form 5 A : Financial Proposal Submission Form**

[Location] [Date]

To,  
The Member Secretary, SADHAC  
1<sup>st</sup> floor, Directorate of Textiles, Govt. of Odisha,  
Satya Nagar, Bhubaneswar -751007

Subject: Services for [name of assignment]

Dear Sir,

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 5 B: Summary of Costs**

Following are the man-month details of our Financial Proposal (Table X):

Sl. No.	Resources	Unit Man -Month Rates (INR, including taxes)	
		Year 1	Year 2
1	Team Leader-cum-Project Manager (1)	R1	5% Man-Month over Year 1 increment Rates
2	Quality Assurance & quality control Consultant (QAQC) (2)	R2	
3	Export Market Linkage Consultant (1) E Commerce Consultant (1) Total= 2	R3	
Total Cost (Year Wise)		$X1 = \{R1 + (R2 \times 2) + (R3 \times 2)\} \times 12$	$X2 = X1 \times 1.05$
Total Cost for Two Years (X) (Subject to requirement and extension)		$X = X1 + X2$	

- a) Directorate of Textiles, if required, may requisition additional resource(s) over and above those mentioned in this RFP. In such cases, the agency will be paid Man-Month Rates for the additional resource(s) deployed, at the discovered rates mentioned in the above table X for the particular type of resource(s).
- b) For Financial Evaluation, the Total Cost of Financial Proposal (X) 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.
- c) Goods and Services Tax (and other applicable taxes and levies) would not be payable at the applicable rates as may be in force from time to time.
- d) 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 KPIs. The Total Cost of Financial Proposal (X) does include these expenses.
- e) In case of any travel other than link to KPIs or any specific travel ordered by the client, TA & DA to the resources/ team will be paid as per the Govt. norm.
- f) The Financial Proposal is without any condition.

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

**MEMORANDUM OF WORK ORDER  
FOR APPOINTMENT OF CONSULTANCY FIRM**

**Between**

**[Name of client]**

**AND**

**[Name of Consultancy Firm]**

**[Date]**

## **Form of Work Order**

Work Order to undertake [name of assignment]

The State Agency for Development of Handloom Clusters (SADHAC), Directorate of Textiles, Satyanagar, Near Bhubaneswar-751007, India, hereinafter referred to as the-Client which expression unless repugnant to context or meaning thereof 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:

**6.1. The following documents attached here to shall be deemed to form an 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]

**6.2. 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 Consultancy Firm shall carry out the Services in accordance with the provisions of the Work Order; and
- b) Client will make payments to the Consultancy Firm in accordance with the provisions of the Work Order

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

- a) **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.
- b) **Commencement of Services:** The Consultancy Firm shall commence the Services from the date notified by the Client.
- c) **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.
- d) **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
- e) **Force Majeure:** Neither party will be liable in respect of failure to fulfil 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.

- f) **No Breach of Work Order:** The failure of a party to fulfil 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:
- i. Has taken all precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Work Order, and
  - ii. Has informed the other party as soon as possible about the occurrence of such an event.
  - iii. The dates of commencement and estimated cessation of such event of Force Majeure; and
  - iv. The manner in which the Force Majeure event(s) affects the party's obligation(s) under the Work Order.
- g) 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.
- h) **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.

#### **6.4 Termination**

- i. 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.
- ii. 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 whatsoever, to terminate this Work Order.
- iii. 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 6.4 (ii) a), b), c), d), e), f) the Consultancy Firm shall not be entitled to receive any agreed payments upon termination of the Work Order. However, the Client may consider making 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.
- iv. 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 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.

## 6.5 Intellectual Property

- i. 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.
- ii. 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.
- iii. IPRs may be utilised with approval of the client. Retain the documents with permission of client subject to relevance of documents within the contract period.

## 6.6 Obligations of the Consultancy Firm

- i. **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- consultants or third parties.
- ii. **Conflict of interest:** Prohibition of Conflicting Activities: Neither the Consultancy Firm's sub consultants nor their personnel shall directly engage 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, for a period of six months, such other activities as may be specified in the Work Order.”

- iii. **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 become 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.

It may be allowed to disclose information for successful accomplishment of work and for regulatory and internal compliance purposes after getting permission from the client.

- iv. **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.

## 6.7 Obligations of the client

- i. 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
- ii. 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.

## 6.8 Payments to the Consultancy Firm

- i. Advance payment will not be considered.
- ii. The Consultancy Firm shall be paid for its services on quarterly basis.
- iii. The agency will submit pre-receipted invoices in triplicate, complete in all respects, on the last working day of each quarter, for necessary settlement. Payment would be made on quarterly basis subject to satisfactory completion of work assigned. The invoices should be submitted along with complete details of the work undertaken during the months, supporting documents and bills (if required) as well as copies of the work/ material /produced during the month, for which the bills are submitted.
- iv. GST shall be paid as applicable.
- v. For facilitating Electronic transfer of 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.

- vi. Currency: The price is payable in local currency i.e. Indian Rupees.
- vii. 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.
- viii. 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 5 B.
- ix. 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.

## **6.9 Settlement of disputes**

- i. 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.
- ii. 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 & Handlooms at Directorate of Textiles, Odisha.
- iii. Any grievance regarding penalty shall be first decided/resolved at Director Level, then if any will be by Commissioner-cum-Secretary, Handlooms, Textiles & Handicrafts dept., Govt. of Odisha, whose decision shall be final.

## **6.10 Responsibility for accuracy of project documents**

General: The Consultancy Firm shall be responsible for accuracy of the estimate and all other details prepared by them 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.

## **6.11 Liquidated damages**

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.

## **6.12 Miscellaneous**

- i. 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.

- ii. 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.  
 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.
- iii. Intentionally left blank
- iv. Performance security:  
 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. The Performance Security shall be obtained from a scheduled commercial Indian 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.}
- v. 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 draw downs 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.

- vi. The resources should be on the pay roll prior to the date of enrolment in this work order.

### **6.13 Penalty**

- i. 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 Client, the selected agency will have to come up with a solution within a given time frame failing which up to 10% will be deducted from the amount payable. In case of delay in delivery of KPIs 1% per week will be deducted as penalty subject to maximum up to 10% and in case of non satisfactory performance of resource persons request for withdrawal of key persons may be sent to the Agency by the Committee.
- ii. Any dispute regarding penalty shall be handled as per dispute settlement provision.

### **6.14 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; c) Any material breach of the terms hereof; and/or
- c. 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.
- d. Non-compliance of mutually agreed timelines/time plan
- e. For any reasons the project is not completed owing to the faulty delivery/ non-Cooperation/ non-deliverance by the agency
- f. For any reason Contract is terminated by agency

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

**Form of Bank Guarantee for Performance Security**

(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, HT&H dept., 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 forcible 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.