

NOTICE INVITING REQUEST FOR PROPOSAL (RFP)

FOR

DIAGNOSTIC STUDY TO ASSESS THE BAMBOO RESOURCES IN
NON-FOREST GOVERNMENT LAND (NFGL) AND PRIVATE
LAND AND ITS ACCESS AND USE BY BAMBOO ARTISANS/
CLUSTERS IN ODISHA

NIT NO: 1/2020-2021

DATE:18/01/2021

**Address for Communication & Submission of Sealed Tender
Documents**

Office of the Project Director, World Food Programme
&
State Mission Director, Odisha Bamboo Development Agency
Prakruti Bhawan, BDA Apartments
4th Floor, Nilakantha Nagar
Nayapalli, Bhubaneswar - 751012
Odisha, India
Ph. No. - 0674 - 2565344

Odisha Bamboo Development Agency

Prakruti Bhawan, BDA Apartments, 4th Floor, Nilakantha Nagar, Nayapalli,
Bhubaneswar 751012, Odisha, India, Ph. No. - 0674 – 2565344

Notice Inviting Request for Proposal (RFP) For DIAGNOSTIC STUDY TO ASSESS
THE BAMBOO RESOURCES IN NON-FOREST GOVERNMENT LAND (NFGL)
AND PRIVATE LAND AND ITS ACCESS AND USE BY BAMBOO ARTISANS/
CLUSTERS IN ODISHA

NO: 1/2020-2021 Dated: 18/01/2021

The State Mission Director, Odisha Bamboo Development Agency, Bhubaneswar Government of Odisha, invites Technical and Financial Proposals from Agencies of national repute for undertaking Diagnostic study to assess the bamboo resources in non-forest government land (NFGL) and private land and its access and use by bamboo artisans/ clusters in Odisha as specified in this RFP document.

The RFP document can be downloaded from the tender section of Govt. of Odisha website at www.odishabamboo.org with effect from 18/01/2021 to 08/02/2021 and response to this tender shall be deemed to have been done after careful study and examination of this document with full understanding of its implications.

Interested agencies are requested to submit the details to the undersigned as per the schedule indicated in the Fact Sheet, by post (Registered / Speed) or by hand at the office of the State Mission Director, Odisha Bamboo Development Agency, Prakruti Bhawan, BDA Apartments, 4th Floor, Nilakantha Nagar, Nayapalli, Bhubaneswar, Odisha– 751012, India. Based on the eligibility criteria as mentioned in the RFP, the applicant agency will be selected. OBDA reserve its right to cancel/modify this tender without at any stage without assigning any reason.

For any further clarifications, please write to the State Mission Director, Odisha Bamboo Development Agency, Odisha in Email at obda@rediffmail.com .

For Odisha Bamboo Development Agency,
Bhubaneswar

DISCLAIMER

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

The purpose of this TENDER document is to provide the Bidder(s) with information to undertake “Diagnostic study to assess the bamboo resources in non-forest government land (NFGL) and private land and its access and use by bamboo artisans / clusters in Odisha.” This TENDER document does not purport to contain all the information each Bidder may require.

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

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

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

FACT SHEET

Sl.no.	Milestone	Date
1	Request for Proposal (RFP) document made available to the applicants	18/01/2021
2	Last date for receiving queries	30/01/2021
3	Response to queries	02/02/2021
4	Last date for receipt of Technical and Financial proposals (Sealed Envelope)	08/02/2021 up to 5.00 p.m.
5	Opening of Technical proposals	09/02/2021 at 11.30 am
6	Technical Presentation	To be published in the website www.odishabamboo.org & To be intimated by email
7	Opening of Financial proposals of applicants who qualify pre-qualification (technical) criteria	To be published in the website www.odishabamboo.org & To be intimated by email
8	Cost of Tender (Demand Draft)	INR 1,000/- + GST to be deposited on reverse charge basis
9	Earnest Money Deposit (EMD) (Demand Draft)	INR 5,000/- in the name of Project Director WFP and State Mission Director, OBDA, Bhubaneswar
10	Performance Bank Guarantee	5 % of Total Professional Fee
11	Method of Selection	QCBS
12	Contact Details	Project Director World Food Programme & State Mission Director Odisha Bamboo Development Agency Prakruti Bhawan, BDA Apartments 4th Floor, Nilakantha Nagar Nayapalli, Bhubaneswar - 751012 Odisha, India Ph. No. - 0674 - 2565344

Note:

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

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1. Background

State Government has set up “Odisha Bamboo Development Agency (OBDA)” in the Forest and Environment Department during the year 2007 and designated it as a Nodal Agency under the administrative control of the Principal Chief Conservator of Forests for coordinating the activities of National Bamboo Mission (NBM). The OBDA is coordinating the implementation of activities approved under Annual Action Plans by the National Bamboo Mission (NBM) under the Department of Agriculture & Cooperation, Ministry of Agriculture and Farmers’ welfare, Govt. of India. The scheme was launched in October’2006 as Centrally Sponsored Scheme with 100% grant. From 20015-16 it is 60:40 share of Central Govt. and State Govt. The Annual Action Plan is prepared with prescribed components and cost norms as per the Operational Guidelines of NBM. It is placed before the State Level Executive Committee (SLEC) for its approval. After its approval by the SLEC, it is placed before the National Bamboo Mission (NBM) for approval.

Major Activities of NBM Programme

- (a) Propagation and Cultivation (creation of nursery & Plantation)
 - (b) Promotion of Bamboo Treatment and Preservation (Establishment of Bamboo Treatment & seasoning plant etc.)
 - (c) Production and Development Processing (Establishment of processing units, waste in primary processing unit, Handicraft unit, Furniture unit, Jewellery making, Shoots processing, incense stick making, CFC etc.)
 - (d) Promotion and Development of Infrastructure of Bamboo Market (Bamboo depot & godown, Mandi, Bazaar, Rural Haat)
 - (e) Development of tools, equipment and machinery
 - (f) Skill Development and awareness campaign
 - (g) Research & Development.
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2. Objective of the Proposal

The proposal aims to hire an agency for undertaking a “Diagnostic Study to Assess the Bamboo Resources in Non-Forest Government Land and its Access and Use by the Artisans/ Clusters in Odisha”. Further, after completing the study, the agency will submit the final report to OBDA which will help in formulating schemes and related implementation strategies for the benefit of the Artisans and the clusters.

3. Scope of Work

The hired agency will be responsible for the following but not limited the following activities:

- a) To assess the volume of bamboo (Species wise) in terms of area and quality, on Non- Forest Government Land (NFGL) and Private Land.
- b) Assess the current usage of Bamboo (Species wise) at Grower level with segment and price of sale.
- c) Identify Bamboo Artisan Clusters and assess their demand and supply dynamics of Bamboo (Species wise).
- d) Assess the gaps in access, use, quality and other dynamics at artisan /cluster level and suggest a roadmap taking into consideration the future demand of bamboo products.
- e) Based on the analyzed data, prepare a draft report on the findings and share with the Client for their feedback and suggestions.
- f) Prepare a Final Analysis Report based on the feedback of the Client.

4. Period of Contract

- 4.1 The selected Agency will have to complete the assigned job within 03 months from the date of signing of the contract.
- 4.2 If the selected agency fails to perform the functions as agreed upon in the contract to be signed with OBDA or commit breach of any of the terms and conditions, provisions or stipulations of the contract, OBDA shall take appropriate action including termination on the contract with the agency at the risk and cost of the agency.

5. Eligibility Criteria

5.1 Eligibility requirements for the Agency

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

Conditions of Eligibility			
S	Basic	Specific Requirement	Documents Required
1	Legal Entity	Applicants eligible for participating in the assignment should be a single Legal Entity registered in India. a) A company registered under the Companies Act 1956, or a partnership firm registered under the relevant and prevailing law relating to partnership in India b) An Agency registered under the Indian Trusts Act 1882 c) An Agency registered under the Societies Registration Act 1860. It must be in operation, continuously for the last 10 years in the field of Consultancy as on March 31, 2020	-Certificate of incorporation -Registration Certificate -GST Registration -PAN Number of the Agency

2	Applicant Turnover	The Applicant should have a minimum average annual turnover from Consultancy / Advisory Services of INR 1.00 crore from Indian Operations over the last three Financial Years i.e. FY 2017-18, FY 2018-19 and FY 2019-20	Audited Balance Sheet & Profit & Loss Statements And Certificate from Statutory Auditors/Chartered Accountant
3	Capacity	The Applicant Agency must have at least 10 full time professional on its roll as on 31 st March 2020	Certificate duly attested by Director of the Company
4	Earnest Money Deposit (EMD)	The applicant should furnish, as part of its proposal, an Earnest Money Deposit (EMD) of INR 50,000/- in the form of Demand Draft or Bank Guarantee in favour of The State Mission Director, OBDA, Bhubaneswar, Odisha.	Original Demand Draft/Bank Guarantee
5	Applicant's Experience	The applicant must be in the Consulting business for at least 10 years from the date of Incorporation on the last date of submission of the proposal. Should have completed at least 5 assignments of similar nature amounting to a minimum Rs. 5 lakh each; out of which at least 3 assignments should have Forestry related evaluation / assessment in the state of Odisha. Prior working experience with Govt. of Odisha in the last 3 years is required.	The Applicant is required to submit proof of engagement such as MoU/ Work Order/ Engagement Letter / LoA/Completion Certificate etc.
6	Authorized Representative from Applicant	(a) A Power of Attorney/Board Resolution in the name of person signing the proposal	Original Power of Attorney/Board Resolution Copy

6. Instructions to Applicant

6.1. General Conditions

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

6.2. Definitions

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

- a. **“Applicant”** means Agency which submits proposal in response to this Request for Proposal document
- b. **“Consultant” or “Advisor”** means the Agency, selected through competitive process in pursuance of this RFP, for providing the services under the Contract
- c. **“State Mission Director, OBDA”** means the State Mission Director,

Odisha Bamboo Development Agency, Bhubaneswar, Government of Odisha.

- d. **“Contract”** means the Contract entered into by the parties for undertaking the Diagnostic Study.
- e. **“Personnel”** means professional and support staff provided by the Agency / Consultant/ Advisor to perform Services to execute the assignment and any part thereof
- f. **“Proposal”** means proposal submitted by applicants in response to the RFP issued by the State Mission Director, OBDA, Government of Odisha for selection of Consultant
- g. **“Services”** means the work to be performed by the Consultant/ Advisor pursuant to this RFP and to the Contract to be signed by the parties in pursuance of any specific assignment awarded by the OBDA

6.3. Compliance / Completeness of Response

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

6.4. Applicant Clarifications

6.4.1. Queries

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

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

- c. OBDA, Bhubaneswar shall not be responsible for ensuring that the Applicants queries have been received by them. Any requests for clarifications after the indicated date and time shall not be entertained by OBDA.
- d. The purpose of query clarification is to provide the Applicants with information regarding the RFP, project requirements, and opportunity to seek clarification regarding any aspect of the RFP and the project. However, OBDA, Bhubaneswar reserves the right to hold or reschedule the process.

6.4.2. Responses to Queries and Issue of Corrigendum

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

the corrigendum into account, OBDA, Bhubaneswar may, at its discretion, extend the last date for the receipt of Proposals.

6.5. Key Requirements of the Bid

6.5.1. Rights to terminate the process

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

6.5.2. RFP Document Fees

- a. RFP document can be downloaded from the tender section of website of Govt. of Odisha at www.odishabamboo.org The RFP document fee shall be paid in form of bank demand draft of INR 1,000/-[Rs One Thousand only)- drawn in favour of State Mission Director, OBDA, Government of Odisha payable at Bhubaneswar from any nationalised bank/scheduled bank. GST on the tender document fees is required to be paid on reverse charge basis the proof of which should be enclosed along with the proposal.
- b. The demand draft of RFP document fees should be submitted along with Proposal. Proposals received without or with inadequate RFP Document fees shall be rejected. GST on Document fees to be paid by the applicant on reverse charge basis.

6.5.3. Earnest Money Deposit

- a. Applicants shall submit, along with their Proposals, EMD of INR Rs.5,000/-, in the form of a Demand Draft issued in favour of State Mission Director, OBDA, payable at Bhubaneswar .

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

6.5.4. Submission of Responses

a. Technical Proposal (containing)

- i. EMD, Power of Attorney and RFP document fees
- ii. Cover letter and Eligibility Criteria mentioned in Section 5 (in a separate sealed envelope) paras 10.1,10.2,10.4,10.5,10.6,10.7
- iii. Technical Evaluation Matrix in Section 9 with supporting documents (in a separate sealed envelope)

b. Financial Proposal (containing)

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

6.5.5. Authentication of Proposals

The Proposal should be accompanied by a Power of Attorney in the name of the signatory of the Proposal as per Annexure mentioned in this RFP.

6.6. Preparation and Submission of Proposal

6.6.1. Proposal Preparation Costs

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

6.6.2. Language

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

6.6.3. Late Proposals

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

6.7 Evaluation Process

- a. OBDA, Bhubaneswar will constitute a Proposal Evaluation Committee to evaluate the responses of the Applicants.

- b. The Proposal Evaluation Committee constituted by the State Mission Director, OBDA, shall evaluate the responses to the RFP and all supporting documents/ documentary evidence. Inability to submit requisite supporting documents/ documentary evidence, may lead to rejection.
- c. The decision of the Proposal Evaluation Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of evaluation with the Committee.
- d. The Proposal Evaluation Committee may ask for meetings with the Applicants to seek clarifications on their Proposals.
- e. The Proposal Evaluation Committee reserves the right to reject any or all Proposals on the basis of any deviations.
- f. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP under the Evaluation and Selection section.

6.7.1 Tender Opening

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

6.7.2 Proposal Validity

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

6.7.3 Proposal Evaluation

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

6.8 Modification and withdrawal of Proposals

- a. The Applicant is allowed to modify or withdraw its submitted Proposal any time prior to the last date prescribed for receipt of Proposals, by giving a written notice to OBDA, Bhubaneswar.
- b. Subsequent to the last date for receipt of Proposals, no modification of

bids shall be allowed.

- c. The Applicants cannot withdraw the Proposal in the interval between the last date for receipt of Proposal and the expiry of the Proposal validity period specified in the Proposal. Such withdrawal may result in the forfeiture of the EMD from the Applicant.

6.9 Proposal Forms

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

6.10 Local Conditions

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

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

Any effort by an Applicant to influence the Proposal evaluation, Proposal comparison or Contract award decisions may result in the rejection of the Proposal. Applicant shall not approach officers after office hours

and/ or outside office premises, from the time of the Proposal opening till the time the Contract is awarded.

6.12 Eligibility Criteria

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

6.13 Tentative Schedule of Events

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

6.14 Opening of Proposal

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

6.15 Deciding Award of Contract

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

conditions between both the parties.

- iv. OBDA will have the right to ask for additional Team members beyond what has been specified in this RFP.

6.16 Confidentiality

- a. As used herein, the term Confidential Information means any information, including information created by or for the other party, whether written or oral, which relates to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions or security procedures of either party or any of its affiliates, or any client of either party, except such information which is in the public domain at the time of its disclosure or thereafter enters the public domain other than as a result of a breach of duty on the part of the party receiving such information. It is the express intent of the parties that all the business process and methods used by the Applicant in rendering the Services hereunder are the Confidential Information of the Applicant.
- b. The Applicants shall keep confidential, any information related to this RFP, with the same degree of care as it would treat its own confidential information. The Applicants shall note that the confidential information will be used only for the purposes of this RFP and shall not be disclosed to any third party for any reason what-so-ever.
- c. At all-time of the performance of the Services, the Applicant shall abide by all applicable security rules, policies, standards, guidelines and procedures. The Applicant should note that before any of its employees or assignees is given access to the Confidential Information, each such employee and assignees shall agree to be bound by the terms no less onerous than those contained under this RFP and such rules, policies, standards, guidelines and procedures by its employees or agents.
- d. The Applicant should not disclose to any other party and keep confidential the terms and conditions of this Contract agreement, any amendment hereof, and any Attachment or Annexure hereof.
- e. The obligations of confidentiality under this section shall survive rejection of the Contract.

6.17 Publicity

Any publicity by the Applicant containing the name of OBDA should be done only with the explicit written permission from State Mission Director, OBDA.

6.18 Execution of the Agreement

After acknowledgement of the LoA by the selected Applicant, a performance guarantee of 5% of Total Professional Fee has to be deposited in the form of FDR/TDR/DD/BG of any nationalized / scheduled bank in the name of State Mission Director, OBDA, Bhubaneswar. The performance guarantee shall be valid for period of 2 months beyond the duration of Contract as specified in the RFP document. The Consultant/ Advisor shall sign the Agreement with-in fifteen days from the issue of LoA. Agreement is mutually extendable post the completion of the initial term.

6.18.1 Performance Guarantee

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

6.19 Duration of Contract

The assignment of the work shall be valid initially for a period of three months. The duration of contract can be extended depending on the requirements of the project and on the same terms and conditions, based on the satisfactory performance, as determined by the State Mission Director, OBDA.

6.20 Terms and Conditions: Applicable Post Award of Contract

6.20.1 Termination Clause

6.20.1.1 Termination for Default

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

- i. If the selected Applicant fails to deliver any or all quantities of the Service within the time period specified in the Contract, or any extension thereof granted by; or
- ii. If the selected Applicant fails to perform any other obligation under

- the Contract within the specified period of delivery of service or any extension granted thereof; or
- iii. If the selected Applicant, in the judgment of OBDA, Bhubaneswar, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract.
 - iv. If the selected Applicant commits breach of any condition of the Contract

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

6.20.1.2 Termination for Insolvency

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

6.20.1.3 Termination for Convenience

- a. OBDA, Bhubaneswar by a written notice of at least 60 days sent to the selected Applicant, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for OBDA Bhubaneswar's convenience, the extent to which performance of the selected Applicant under the Contract is terminated, and the date upon which such termination becomes effective.
- b. In such case, OBDA, Bhubaneswar will pay for all the pending invoices as well as the work done till that date by the Consultant.
- c. Limitation of Liability- In no event shall either party be liable for consequential, incidental, indirect, or punitive loss, damage or expenses (including lost profits). The selected Applicant shall not be liable to the other hereunder or in relation hereto (whether in contract, tort, strict liability or otherwise) for more than the value of the fees to be paid (including any amounts invoiced but not yet paid) under this Agreement.

6.20.1.4 Termination by OBDA

- a. The OBDA, Bhubaneswar may, by not less than 30 days written notice of termination to the Applicant, such notice to be given after the occurrence of any of the events, terminate this Agreement if:

- i. The selected Applicant fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension, within fifteen (15) days of receipt of such notice of suspension or within such further period as the may have subsequently granted in writing;
 - ii. The selected Applicant becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
 - iii. The selected Applicant fails to comply with any final decision reached as a result of the Dispute Resolution mechanism/proceedings.
 - iv. The selected Applicant submits to the OBDA, Bhubaneswar a statement which has a material effect on the rights, obligations or interests of OBDA, Bhubaneswar and which the selected Applicant knows to be false;
- b. Any document, information, data or statement submitted by the Applicant in its Proposals, based on which the selected Applicant was considered eligible or successful, is found to be false, incorrect or misleading; or as the result of Force Majeure, the selected Applicant is unable to perform a material portion of the Services for a period of not less than thirty (30) days
- c If OBDA, Bhubaneswar would like to terminate the Contract for reasons not attributable to the selected Applicant's performance, they will need to clear all invoices for the Services up to the date of their notice.
- d If OBDA, Bhubaneswar would like to terminate the Contract for reasons attributable related to the selected Applicant's performance, OBDA will give a rectification notice for one (1) month to the Consultant/ Advisor in writing with specific observations and instructions.

6.20.1.5 Termination by the selected Applicant

- i. The selected Applicant may, by not less than 30 days written notice to OBDA Bhubaneswar, such notice to be given after the occurrence of any of the events, terminate this Agreement if:
 - a. OBDA Bhubaneswar is in material breach of its obligations

pursuant to this Agreement and has not remedied the same within 15 (fifteen) days (or such longer period as the Consultant may have subsequently agreed in writing) following the receipt by the of the selected Applicant's notice specifying such breach

- b. If there are more than 2 unpaid invoices and OBDA Bhubaneswar, fails to remedy the same within 15 days of the submission of the last unpaid invoice
 - c. OBDA Bhubaneswar, fails to comply with any final decision reached as a result of the Dispute Resolution mechanism/proceedings.
- ii. Upon termination of this Agreement all pending payments due till the date of the termination of the Contract will be made by OBDA, Bhubaneswar to the selected Applicant.

6.20.1.6 Consequences of Termination

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

6.20.2 Liquidated Damages

- a. Notwithstanding the right of OBDA, Bhubaneswar to cancel the order, Liquidated Damages (LD) for late delivery at 1% (One percent) of

the undelivered portion of order value per week will be charged for every week's delay in the specified delivery schedule subject to a maximum of 10% of the value of the contract. No Damage will be charged in case of circumstances beyond control of the Consultant/Advisor.

- b. Please note that the above LD for delay in delivery and delay in commissioning are independent of each other and shall be levied as the case may be.
- c. OBDA, Bhubaneswar reserve its right to recover these amounts by any mode such as adjusting from any payments to be made by OBDA, Bhubaneswar to the Agency/Consultant/Advisor. Liquidated damages will be calculated on per week basis.
- d. The cumulative and aggregate limit of LD for delay in delivery and LD for delay in commissioning would be limited to maximum of 10% of the total Professional Fee. The aggregate liability of the Agency/Consultant/ Advisor shall in no event exceed the total value of the fee received under this Contract.

6.20.3 Dispute Resolution Mechanism

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

6.20.4 Notices

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

6.20.5 Force Majeure

Force Majeure is herein defined as any cause, which is beyond the control of the selected Applicant or OBDA, Bhubaneswar as the case may be which they

could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the Contract, such as:

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

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

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

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

6.20.6 Failure to agree with Terms and Conditions of the RFP

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

6.21 Deployment`

The proposed team is required to work in close coordination with the State Mission Director, OBDA, Bhubaneswar and line departments of Government of Odisha.

6.22 Contract Performance Guarantee

- a. Within 21 days after the receipt of notification of award of the Contract from OBDA, Bhubaneswar , the successful Applicant shall furnish Contract Performance Guarantee to the State Mission Director, OBDA, Bhubaneswar which shall be equal to 5% of Total Professional Fee and shall be in the form of a Bank Guarantee Bond from any Nationalized Bank/ Scheduled bank in the Performa given here-in-after in this document valid for period of 2 months beyond the duration of Contract as specified in the document.
- b. The proceeds of the performance guarantees shall be payable to the OBDA, Bhubaneswar as compensation for any loss/ penalties resulting from the Selected Applicants failure to complete its obligations under the Contract.
- c. The performance guarantee will be discharged by OBDA, Bhubaneswar and returned to the Selected Applicant within 30 days following the date of completion of the Selected Applicant's performance obligations, including any warranty obligations under the Contract.

6.23 Statutory Requirements

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

6.24 Contract administration

- a. Either party may appoint any individual/ Agency as its authorized representative through a written notice to the other

party. Each Representative shall have the authority to:

- i. Exercise all of the powers and functions of his/ her Party under this Contract, other than the power to amend this Contract and ensure proper administration and performance of the terms hereof; and
- ii. Bind his or her Party in relation to any matter arising out of or in connection with this Contract.
- iii. The Selected Applicant shall be bound by all undertakings and representations made by the authorized representative of the Selected Applicant and any covenants stipulated hereunder, with respect to this Contract, for and on their behalf.
- iv. For the purpose of execution or performance of the obligations under this Contract, the OBDA Bhubaneswar's representative would act as an interface with the nominated representative of the Selected Applicant. The Selected Applicant shall comply with any instructions that are given by the representative during the course of this Contract in relation to the performance of its obligations under the terms of the Contract.
- v. A committee comprising representatives from the OBDA, Bhubaneswar and the Selected Applicant shall meet on a quarterly basis to discuss any issues/ bottlenecks being encountered. The Selected Applicant shall draw the minutes of these meetings and circulate to the OBDA, Bhubaneswar.

6.25 Right of Monitoring, Inspection and Periodic Audit

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

6.26 OBDA's Obligations

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

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

6.27 Information Security

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

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

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

6.28 Indemnity

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

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

Team or any Agency/Third Party.

c. The indemnity shall be to the extent of Total Professional Fee.

6.29 Prices

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

6.30 Special Conditions of Contract

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

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

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

6.31 Continuance of the Contract:

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

6.32 Conflict of interest

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

6.33 Severance

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

6.34 Governing Language

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

6.35 No Claim Certificate

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

6.36 Publicity

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

6.37 General

6.37.1 Relationship between the Parties

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

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

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

6.37.2 No Assignment

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

6.37.3 Survival

The provisions of the clauses of the Contract in relation to documents, data, processes, property, Intellectual Property Rights, indemnity, publicity and confidentiality and ownership survive the expiry or termination of

this Contract and in relation to confidentiality, the obligations continue to apply unless notifies the Selected Applicant of its release from those obligations.

6.37.4 Entire Contract

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

6.37.5 Governing Law

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

6.37.6 Jurisdiction of Courts

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

6.37.7 Compliance with Laws

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

6.37.8 Notices

A notice means:

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

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

To,

[Address as given on the cover]

Any Party may change the address to which notices are to be directed, by giving

a notice to the other party in the manner specified above. A notice served on a Representative is taken to be notice to that Representative's Party.

6.37.9 Waiver

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

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

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

6.37.10 Modification

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

6.37.11 Taxes

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

6.37.12 Application

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

6.38 Fraud and Corrupt Practices

6.38.1 Fraud and Corrupt Practices

- a. The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, OBDA, Bhubaneswar shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the Prohibited Practices) in the Selection Process. In such an event, OBDA Bhubaneswar shall, without prejudice to its any other rights or remedies, appropriate the Bid Security

or Performance Security, as the case maybe, as mutually agreed genuine pre-estimated compensation and damages payable to OBDA Bhubaneswar for, inter alia, time, cost and effort of OBDA Bhubaneswar, in regard to the RFP, including consideration and evaluation of such Applicant's Proposal.

- b. Without prejudice to the rights of OBDA Bhubaneswar under Clause above and the rights and remedies which OBDA Bhubaneswar may have under the LoA or the Agreement, if an Applicant, is found by OBDA, Bhubaneswar have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LoA or the execution of the Agreement, such Applicant shall not be eligible to participate in any tender or RFP issued by OBDA Bhubaneswar during a period of 2 (two) years.
- c. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
 - a. corrupt practice means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process
 - b. Fraudulent practice means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
 - c. Coercive practice means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;
 - d. undesirable practice means (i) establishing contact with any person connected with or employed or engaged by with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or(ii) having a Conflict of Interest; and
 - e. Restrictive 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.

7. Human Resources

Besides having a **Project Director**, the Agency / Consultant team should have one **Team Leader**, four experts **from forestry/ environmental background**. The Project Director is expected to spare minimum **15 man-days** time during the assignment. Similarly, the Team leader and other experts are expected to contribute minimum **30 days** time each.

8. Indicative Job Description of proposed Resources

Sl. No	Position	Qualification	Expertise
1	Team leader	He/ She must have a post-graduate qualification in Management He/ She must have a Forestry/ Agriculture or relevant sector	At least 15 years of experience in research, programme design, planning, implementation, and Monitoring & Evaluation in the areas of Forestry / NRM / Agriculture sector. He/ She must have a post-graduate qualification in Management. The person must also have an Agricultural Background (B.Sc./ M.SC).
3	Forestry Expert- numbers 4	He/ She must have a post-graduate / Graduate qualification in Forestry / environment or relevant sector	The persons must have at least 2 years of experience in Forest Evaluation projects.

9. Evaluation & Selection

9.1 Technical Evaluation

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

- i. are not submitted in as specified in the RFP document
- ii. received without the Letter of Authorisation (Power of Attorney)
- iii. are found with suppression of details

- iv. with incomplete information, subjective, conditional offers and partial offers submitted
- v. submitted without the documents requested in the checklist
- vi. have non-compliance of any of the clauses stipulated in the RFP
- vii. have a lesser validity period

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

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

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

Evaluation matrix should comply the following:

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

Applicants failing to comply any of the above then the Bid will be summarily rejected.

Technical Evaluation Criteria

Sl.No	Criteria	Maximum Marks	Marks Break up
1	Applicant's Experience	55	
1.1	The Applicant must be in Consulting business for at least 10 years from the date of Incorporation	20	
1.2	The average annual turnover for the last 03 years must be Rs. 1.00 crore	15	
1.3	Must have successfully completed at least 5 assignments of minimum Rs. 5 lakh each of similar nature.	10	
1.4	The Applicant should have at least 10 Professionals on its rolls as on March 31, 2020	5	
1.5	Successfully completed at least 5 baseline surveys	5	
2	Consultancy Team: No of CVs submitted that meets the Qualification and Experience Requirement	25	

2.1	Team Leader	5	Minimum Educational Qualification: Master Degree in Business Management/ Rural Management/ Economics/Social Science: 2 Marks Minimum 15 yrs Government Programme: 3 Marks
2.2	Forestry Expert- 4	20 (5 marks for each expert)	Minimum Educational Qualification:Post Graduate in Forestry/ Environment or relevant sector: 2 Marks Minimum 2Yrs Experience in Forest evaluation projects: 2 Marks Minimum 2 Years of experience in handling Government Programme : 1 Mark
3	Technical Presentation	20 Marks	
3.1	Understanding of the assignment, quality of methodology and work programme to be exhibited through technical presentation	20 Marks	

9.2 Financial Evaluation

The Applicant shall be selected on the basis of Quality cum Cost Based System (QCBS), whereby Technical Proposal will be allotted weightage of 80% and Financial Proposal will be allotted weightage of 20%. The Proposal with the lowest bid shall be given a financial score of 100 and the other proposals shall be given financial scores that are inversely proportionate to lowest Financial Proposal as stated below. The total score, both technical and financial, shall be

obtained by weighing the quality and cost score and adding them up.

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

The Financial Proposals shall be given scores as follows:

$S_f = 100 \times F_m / \text{Financial Proposal of Applicant under consideration}$

1. F_m : Lowest Financial Proposal
2. S_f : Financial Score

For selection of Consultant/Advisor, final ranking will be determined based on the combined total score for each Applicant separately. This will be done by applying a weight of 0.80 (or 80 %) and 0.20 (or 20%) respectively to the technical and financial scores of each qualifying Proposal. The Total Score of Technical Proposal and Financial Proposal shall be computed as follows:

$\text{Total Score} = (T_e \times 0.80) + (S_f \times 0.20)$ T_e : Technical score.

9.3 Selection

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

9.4 Payment Terms and Schedule

Sl. No.	Activity	Payment (%)
1	Conducting Inception Workshop and submission of Inception Report including finalized methodology and work plan	10
2	Placement of Team	10
3	Completion of Field study and presentation	30
4	Submission of Draft Report	25
6	Submission of Final Report	25

10.1 Annexure 1

Proposal Covering Letter

To,

State Mission Director OBDA,

Bhubaneswar

Dear Sir,

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

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

Yours sincerely,

Signature

Full name of signatory

Designation

Name of the Applicant Agency etc.

10.2 Annexure II

Format for Power of Attorney

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

Dated: _____

POWER OF ATTORNEY

To Whomsoever It May Concern

Know all men by these presents, we _____ (name and registered office address of the Applicant) do hereby constitute, appoint and authorise Mr. _____ (Name of the Person(s)), domiciled at _____ (Address), acting as _____ (Designation and the name of the Agency), as Authorised Signatory and whose signature is attested below, as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Proposal for award of Agreement —DIAGNOSTIC STUDY TO ASSESS THE BAMBOO RESOURCES IN NON-FOREST GOVERNMENT LAND (NFGL) AND PRIVATE LAND AND ITS ACCESS AND USE BY BAMBOO ARTISANS/ CLUSTERS IN ODISHA, Bhubaneswar involving the deliverables as per agreement with _____, OBDA, Bhubaneswar, vide Request of Proposal (RFP) Document dated _____, issued by State Mission Director, OBDA Bhubaneswar, Government of Odisha, including signing and submission of all documents and providing information and responses to clarifications/ enquiries etc. as may be required by State Mission Director, OBDA Bhubaneswar, Government of Odisha or any governmental authority, representing us in all matters before State Mission Director, OBDA Bhubaneswar, Government of Odisha, and generally dealing with OBDA Bhubaneswar in all matters in connection with our Proposal for the said Project. We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For

(Signature)

(Name, Title and Address)

Accept

(Attested signature of Mr. _____)

(Name, Title and Address of the Attorney)

Notes:

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

10.3 Annexure-III

Format for Financial Proposal

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

To,

State Mission Director, OBDA
Bhubaneswar

Subject::Selection of Consultant for undertaking “Diagnostic study to assess the Bamboo resources in non-forest government land (NFGL) and private land and its access and use by bamboo artisans/ clusters in Odisha

Sir,

We, the undersigned, offer to provide the services of as Consultant for undertaking Diagnostic study to assess the Bamboo resources in non-forest government land (NFGL) and private land and its access and use by bamboo artisans/ clusters in Odisha in accordance with your Request for Proposal (RFP) dated [Insert Date] and our Technical Proposal. Our Financial Proposal is as below:

SL No	Designation of Expert	Man month Rate in Rs.	No of Man months Input	Total Value of Consultancy Fee for Three Months in Rs.
1	Team Leader		03	
2	Forestry Expert- 4		12	
Total		Rs.	18	
GST @ 18%				
Grand Total in figure				
Grand Total in Words				

Notes:

a. The above fee includes all travel, lodging and other out of pocket expenses; Our Financial Proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal.

We solemnly affirm that we will strictly adhere to the laws against fraud, corruption and unethical practices, including but not limited to Prevention

of Corruption Act,1988, during the Request for Proposal (RFP) process and execution of the Contract, in case we are awarded the work. We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorised Signature {In full and initials}: Name and Title of Signatory:

10.4 Annexure-IV

Draft Performance Guarantee

(To be issued by a Bank)

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

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

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

Whereas M/s _____ an Agency/company/ firm formed under

(specify the applicable law) and having its registered office at _____ has been, consequent to conduct and completion of a competitive Request For Proposal(RFP) process in accordance with the letter of requirements document No. _____ dated __/__/2021 issued by State Mission Director, OBDA Bhubaneswar, Government of Odisha, and selected M/s

(hereinafter referred to as the Applicant) for the Agreement by State Mission Director, OBDA Bhubaneswar, Government of Odisha as more specifically defined in the aforementioned Document including statement of work and the Agreement executed between the State Mission Director, OBDA Bhubaneswar, Government of Odisha, and the Applicant. The Agreement requires the Applicant to furnish an unconditional and irrevocable Bank Guarantee for an amount of Rs.____ /-(Rupees _____ only) by way of security for guaranteeing the due and faithful compliance of its obligations under the Agreement.

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

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

1. The Applicant shall implement the Project, in accordance with the terms and subject to the conditions of the Agreement, and fulfil its obligations there under

2. We, the Guarantor, shall, without demur, pay to State Mission Director, OBDA Bhubaneswar, Government of Odisha an amount not exceeding INR ____ (Rupees _____ only) within 7 (seven) days of receipt of a written demand therefore from State Mission Director, OBDA Bhubaneswar, Government of Odisha, stating that the Applicant has failed to fulfil its obligations as stated in Clause 1 above.
3. The above payment shall be made by us without any reference to the Applicant or any other person and irrespective of whether the claim of the State Mission Director, OBDA Bhubaneswar, Government of Odisha is disputed by the Applicant or not.
4. The Guarantee shall come into effect from (Start Date) and shall continue to be in full force and effect till the earlier of its expiry at 1700 hours Indian Standard Time on (Expiry Date) (both dates inclusive) or till the receipt of a claim, from the State Mission Director, OBDA, Bhubaneswar, Government of Odisha, under this Guarantee, which is one month after the expiry of performance guarantee, whichever is earlier. Any demand received by the Guarantor from State Mission Director, OBDA, Bhubaneswar, Government of Odisha prior to the Expiry Date shall survive the expiry of this Guarantee till such time that all the moneys payable under this Guarantee by the Guarantor to State Mission Director, OBDA, Bhubaneswar, Government of Odisha.
5. In order to give effect to this Guarantee, State Mission Director, OBDA Bhubaneswar, Government of Odisha shall be entitled to treat the Guarantor as the principal debtor and the obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Agreement or other documents by State Mission Director, OBDA Bhubaneswar, Government of Odisha or by the extension of time of performance granted to the Applicant or any postponement for any time of the power exercisable by State Mission Director, OBDA Bhubaneswar, Government of Odisha against the Applicant or forbear or enforce any of the terms and conditions of the Agreement and we shall not be relieved from our obligations under this Guarantee on account of any such variation, extension, forbearance or omission on the part of State Mission Director, OBDA Bhubaneswar, Government of Odisha or any indulgence by Chief Executive Officer OBDA Bhubaneswar, Government of Odisha to the Applicant to give such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.
6. This Guarantee shall be irrevocable and shall remain in full force and

10.5 Annexure V

A. Format for Professional Experience Citation as per Clause 5.1

Project Experience Details of Completed Eligible Project on Monitoring and Evaluation related projects to Government of India/State Government with minimum fee of Rs. 5 Lakhs

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

Name & Signature of Authorised Signatory

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

B. Format for Professional Experience Citation as per Clause 5..1

Project Experience Details of Completed Eligible Project on Monitoring and Evaluation related projects to Government of India/State Government with minimum fee of Rs. 5 Lakhs

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

Name & Signature of Authorised Signatory

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

C. Format for Professional Experience Citation as per Clause 5.1

Project Experience Details of Completed Eligible Project on Monitoring and Evaluation related projects to Government of India/State Government with minimum fee of Rs. 5 Lakhs

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

Name & Signature of Authorised Signatory

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

D. Format for Professional Experience Citation as per Clause 5.1

Details of Professional Engaged by the Firms in its Payroll

Sl. no.	Name of Employee of Firm	Qualification	Designation	Contact No.
1				
2				
3				
4				
5				
6				
7				

10.6 Annexure-VI

Bidders Profile

1. Name of the Firm:
2. Year of Establishment:
3. Registered address of Office:
4. Shareholding of Bidder:
5. List of Directors
6. PAN:
7. GST Registration No
8. Telephone No. & Fax No:
9. E. Mail Address:
10. Details of Individual who will serve as the point of contact/communication to Employer:
 - a) Name:
 - b) Designation:
 - c) Company:
 - d) Address:
 - e) Telephone No:
 - f) Email Address:
 - g) Fax Number:
11. Particular of Authorised Signatory of Bidder
 - a) Name:
 - b) Designation:
 - c) Address:
 - d) Telephone No.:
 - e) Email Address:
 - f) Fax No:
12. Brief description of background of the firm for this assignment.
13. No. of years of proven experience of providing similar services.
14. Average Annual turnover of the Applicant (in INR) during the last three Financial Years. (Please attach copy of three Audited Financial Statements / Certificate from Statutory Auditor/Chartered Accountant)
 - A. 2017 - 2018
 - B. 2018– 2019
 - C. 2019 - 2020

Signature of Authorized Person and seal

Name and designation Name of the Company

Dated:

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

10.7 Annexure-VII

CV OF KEY PERSONNEL

A. Summary of Key Positions

SL No	Position	Name of the Expert	Qualification	Year of Relevant Experience (as required for Key Personnel)	Details of Eligible Projects
1	Team Leader				
2	Forestry Expert - 1				
3	Forestry Expert - 2				
3	Forestry Expert - 3				
4	Forestry Expert - 4				

B.CV of Key Position

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

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

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

Use separate form for each Key Personnel

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

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ANNEXURE VII: TECHNICAL PRESENTATION

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

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

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