

**REQUEST FOR PROPOSAL
FOR
ENGAGEMENT OF PROJECT MANAGEMENT UNIT FOR
ODISHA SKILL DEVELOPMENT AUTHORITY (OSDA)**

RFP No. 192

Dated: 13.1.2020

**ODISHA SKILL DEVELOPMENT AUTHORITY
GOVERNMENT OF ODISHA**

Notice inviting Request for Proposal (RFP) for Engagement of Project Management Unit (PMU) for Odisha Skill Development Authority (OSDA)

Odisha Skill Development Authority (OSDA) has been established to guide, implement, coordinate and oversee all skill development programs in the state. OSDA works with an overarching mission to bring transformative human development through skilling of youth and making Skilled-in-Odisha a Global Brand.

OSDA is working relentlessly towards Government of Odisha's highest priority i.e. skill development in the State. OSDA seeks to ensure quality skill training standards and aims at sustained employability of trained youth, with an objective to provide outstanding skilled workforce comparable to the best in the world.

OSDA invites responses to this RFP from reputed organizations with proven track record of having a thorough understanding and good experience in providing Project Management Consultancy and Technical Support Services to Odisha Skill Development Authority for implementation of Skill Development schemes. The PMU would be also expected to provide effective Technical, Implementation and Monitoring support to the OSDA for implementation of various Skill Development Schemes and also achieve the tasks envisaged under the SANKALP which is a flagship scheme of the Ministry of Skill Development & Entrepreneurship (MSDE), Government of India.

Key Points:

1. The duration of the Engagement of Project Management Unit (PMU) for OSDA will be for a period of 1 year from the date of signing of contract. The Agreement will be signed for 1 year initially and it would be extended year on year based on satisfactory performance of the PMU, project requirement and availability of budget.
2. The details regarding eligibility criteria, scope of work, application procedures, selection methodology and other terms and conditions have been clearly stated in this RFP document.
3. The Agency shall be selected in accordance with the Quality cum Cost Based Selection (QCBS) method

Amendments / Corrigendum if any shall be posted in the website: <http://www.odisha.gov.in> under **All Tender Section, www.skillodisha.gov.in** and also from [http://empmissionodisha.gov.in/Exchange / tender.jsp](http://empmissionodisha.gov.in/Exchange/_tender.jsp) or the tender section from <http://empmissionodisha.gov.in>

4. Pre-Qualification, Technical and Financial Proposals must be prepared in the prescribed formats and submitted to the below mentioned address:
Director of Employment & CEO, OSDA, Niyojan Bhawan, Kharvela Nagar, Sriya Square, Bhubaneswar-751001 on or before **5:00 pm of 4.2.2020** by hand / through courier / speed post/ Registered post.
5. Incomplete proposals or those received after the specified time and date or not fulfilling the specified requirement shall not be considered.

Director & CEO
Odisha Skill Development Authority

Schedule for Invitation of RFP

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| A | Name of the Client | Odisha Skill Development Authority (OSDA) |
| B | Address from where the RFP can be obtained | Website: http://www.odisha.gov.in under All Tender Section, www.skillodisha.gov.in and also from http://empmissionodisha.gov.in/Exchange/tender.jsp or the tender section from http://empmissionodisha.gov.in |
| C | Address where response to RFP has to be submitted | Address: Directorate of Employment, Govt. of Odisha, Niyojan Bhawan, Kharvela Nagar, Sriya Square Bhubaneswar-751001 |
| D | Issue of RFP Document | 14.01.2020 |
| E | Date for submission of Pre Bid Queries | By 17.1.2020 through email. Email ID: emp.osda2018@gmail.com |
| F | Date of Pre Bid Meeting | On 20.01.2020 at 4:00 pm at: Address: 2 nd Floor Conference Hall, Niyojan Bhawan, Kharvela Nagar, Sriya Square, Bhubaneswar-751001 |
| G | Time and date of submission of response to RFP | On 04.02.2020 latest by 4:00 pm |
| H | Time, Place and date for opening of Cover-A – Pre-Qualification Criteria | On 05.02.2020 at 11.00 am at 2 nd Floor Conference Hall, Niyojan Bhawan, Kharvela Nagar, Sriya Square, Bhubaneswar-751001 The bids will be opened in presence of the bidders who choose to be present. |
| I | Time, Place and date for opening of the Technical Proposal (Cover-B) | Shall be intimated later Address: 2 nd Floor Conference Hall, Niyojan Bhawan, Kharvela Nagar, Sriya Square, Bhubaneswar-751001 The Cover B will be opened in presence of the bidders who qualify as per the Pre-Qualification criteria and who choose to be present. |
| J | Date for finalisation of evaluation of Technical Bids by Competent Authority | Shall be intimated later |
| K | Time, Place and date for opening of the Financial Proposal (Cover-C) | Shall be intimated later The Cover C will be opened in presence of the bidders who qualify as per the criteria stated under the Technical Proposal in Cover B. |
| L | Earnest Money Deposit | INR 5.00 lakhs (Indian Rupees Five Lakhs only) in the form of a Bank Guarantee Demand Draft in favour of the “ Odisha Skill Development Authority (OSDA) ”. |

Request for Proposal (RFP)

Assignment Title: Project Management Unit (PMU) for OSDA

Date of issue: 14.1.2020

Due Date of Submission: 04.2.2020

Time (IST): 1600hrs

Dear Sir/ Madam,

The OSDA intends to enter into an arrangement for the provision of services outlined in the Terms of Reference (ToR) through a competitive bidding process. In this respect, OSDA would like to invite organizations to submit details with respect to Pre-qualification criteria, Technical and Financial proposals as outlined in this RFP.

Any questions regarding the RFP must be received in writing (e-mail) to the undersigned as per the date and time mentioned in Schedule for Invitation of RFP. Thereafter, no request for information will be considered.

1. A firm will be selected under Quality and Cost Based Selection (QCBS) method and procedures as described in this RFP.
2. The RFP includes the following documents:
 - Section-1- Pre-Qualification Criteria
 - Section 2 - Instructions to Consultants and Data Sheet
 - Section 3 - Technical Proposal Full Technical Proposal (FTP) - Standard Forms
 - Section 4 - Financial Proposal - Standard Forms
 - Section 5 - Terms of Reference

The proposal (Pre-Qualification Criteria, Technical and Financial) should be submitted in a sealed envelope latest by the date and time mentioned in Schedule for Invitation of RFP. Any proposals received after the stipulated date and time shall not be considered.

Yours sincerely,

Director &CEO

Odisha Skill Development Authority

Email ID: emp.osda2018@gmail.com

Address: Directorate of Employment, Govt. of Odisha,
Niyojan Bhawan, Kharvela Nagar, Sriya Square
Bhubaneswar-751001.1

Section 1 – Pre-Qualification Criteria

- 1.** Response to the Request for Proposal (RFP) are invited from qualified and experienced consulting firms who wish to act as Project Management Unit (PMU) for OSDA in the state of Odisha.
- 2.** The objectives and expected deliverables of the Services which will be carried out by the selected firm has been provided in Section 5 - Terms of Reference
- 3.** The consultants who are interested in being considered for this assignment should mandatorily fulfil the following criteria:
 - a.** The Bidder should be a single entity. For the purpose of this Invitation for RFP document, a Business Entity shall mean a company registered in India under the Companies Act, or a partnership firm registered under the Limited Liability Partnership Act in India and operating for the last 10 years in Business Consulting as of March 31, 2019.
 - b.** The bidder should have minimum annual turnover of INR 500 Crore or above in each of the last three financial years. (i.e., FY 2018-19, FY 2017-18, FY 2016-17) coming from its Advisory/ Consulting services.
 - c.** The bidder should have annual turnover not less than INR 100 Crore in each of the last three financial years. (i.e., FY 2018-19, FY 2017-18, FY 2016-17) coming from its Government Consulting services from Indian operations.
 - d.** The Bidder should have an average positive net worth (as defined under section 2(57) of the Companies Act 2013) of not less than INR 50 Crores in the previous three financial years (i.e., as on 31st March 2019, 31st March 2018 and 31st March 2017) as revealed by audited balance sheet & CA Certificate.
 - e.** The agency should have worked as a Project Management Unit (PMU) / Project Management Consultant (PMC) for at least one skills development project (of contract value greater than or equal to INR 1 Crore) with a State Government Agency for a minimum duration of 1 year in the past three years (i.e., FY 2018-19, FY 2017-18, and FY 2016-17).
 - f.** The agency should have acted as a Project Management Unit (PMU) / Project Management Consultant (PMC) for at least one large skills development project (of contract value greater than or equal to INR 3 Crores) with a State Government Agency wherein resources were deployed at the State and District levels in the past three years (i.e., FY 2018-19, FY 2017-18, and FY 2016-17).
 - g.** The Agency should apply as a Sole Applicant only. No Consortium shall be allowed. A certificate signed by the Authorised Signatory to this effect must be submitted.

- h.** The Bidder should not be blacklisted as on date of submission of bid by any State or Central Government or Donor / Funding agency / National Regulator
- 4.** The duration of the Engagement of Project Management Unit (PMU) for OSDA will be for a period of 1 year from the date of signing of contract. The Agreement will be signed for 1 year initially and it would be extended year on year based on satisfactory performance of the PMU, project requirement and availability of budget.
- 5.** Agencies who are interested in being considered for the assignment, should submit information in the format indicated in the **Attachment 1** to this letter for expression of interest / pre-qualification criteria.
- 6.** The response to RFP should be separately packed in three packets (**Cover A-** for Pre-Qualification Criteria, **Cover B-** for Technical Proposal & **Cover C-** for Financial Proposal) and finally packed in one cover and super scribed as “**Request for Proposal (RFP) for Engagement of Project Management Unit (PMU) for OSDA**”.
- 7.** The client / authority shall not be responsible for any courier / postal delay and reserves the right to cancel all or any of the responses to RFP without any reason thereof.
- 8.** In case any false information is provided or information is concealed then the bids of such bidders shall be cancelled and Authority will have the rights to initiate appropriate action

Director& CEO
Odisha Skill Development Authority

Attachment 1

Format for submission of information – Pre-Qualification Criteria

A- Agency's Profile (Should not exceed 15 Pages):

Provide a brief description of the background and organization of your firm/entity. The brief description should include registered office address, date of incorporation of the firm, core business of the firm, global presence, brief on operations in India and its Skill Development activities etc.

B- Eligibility Information / Pre-Qualification criteria (Mandatory Clause):

| S.No. | Parameter | Supporting documents to be provided | Compliance (Y/N) | Documentary evidence provided on Page Nos. |
|--------------|---|--|-------------------------|---|
| 1 | The Bidder should be a single entity. For the purpose of this Invitation for RFP document, a Business Entity shall mean a company registered in India under the Companies Act, or a partnership firm registered under the Limited Liability Partnership Act in India and operating for the last 10 years in Business Consulting as of March 31, 2019. | Certificate of incorporation | | |
| 2 | The bidder should have minimum annual turnover of INR 500 Crore or above in each of the last three financial years. (i.e., FY 2018-19, FY 2017-18, and FY 2016-17) coming from its Advisory / Consulting services. | Copy of the audited Profit and Loss Account / CA Certificate of the last 3 years | | |
| 3 | The bidder should have annual turnover not less than INR 100 Crore in each of the last three financial years. (i.e., FY 2018-19, FY 2017-18, and FY 2016-17) coming from its Government Consulting services from Indian operations. | CA Certificate | | |
| 4 | The Bidder should have an average positive net worth (as | CA certificate | | |

| S.No. | Parameter | Supporting documents to be provided | Compliance (Y/N) | Documentary evidence provided on Page Nos. |
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| | defined under section 2(57) of the Companies Act 2013) of not less than INR 50 Crores in the previous three financial years (i.e., as on 31 st March 2019, 31 st March 2018 and 31 st March 2017) as revealed by audited balance sheet & CA Certificate. | | | |
| 5 | The agency should have worked as a Project Management Unit (PMU) / Project Management Consultant (PMC) for at least one skills development project (of contract value greater than or equal to INR 1 Crore) with a State Government Agency for a minimum duration of 1 year in the past three years (i.e., FY 2018-19, FY 2017-18, and FY 2016-17). | Copy of Engagement Letter / Contract | | |
| 6 | The agency should have acted as a Project Management Unit (PMU) / Project Management Consultant (PMC) for at least one large skills development project (of contract value greater than or equal to INR 3 Crores) with a State Government Agency wherein resources were deployed at the State and District levels in the past three years (i.e., FY 2018-19, FY 2017-18, and FY 2016-17). | Copy of Engagement Letter / Contract | | |
| 7 | The Agency should apply as a Sole Applicant only. No Consortium shall be allowed. | A certificate signed by the Authorised Signatory to this effect must be submitted. | | |
| 8 | The Bidder should not be blacklisted as on date of submission of bid by any State or Central Government or Donor / Funding agency / | Self-certification from the Authorized Signatory on Stamp Paper of INR 100. The declaration should be | | |

| S.No. | Parameter | Supporting documents to be provided | Compliance (Y/N) | Documentary evidence provided on Page Nos. |
|--------------|--------------------|--|-------------------------|---|
| | National Regulator | notarized (Firm declaration) | | |

Note:

a. The above information shall be enclosed in “Cover A”

b. If the applicant is found ineligible, then the Technical (in Cover B) and Financial (in Cover C) Proposals shall not be opened.

Section 2 -Instructions to Consultants and Data Sheet

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| Definitions | <p>(a) “Governing Law” means the laws and any other instruments having the force of law in the Client’s country, or in such other country as may be specified in the Data Sheet, as they may be issued and in force from time to time.</p> <p>(b) “Client” means the implementing agency (OSDA)that signs the Contract for the Services with the selected Consultant.</p> <p>(c) “Consultant” means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.</p> <p>(d) “Contract” means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents</p> <p>(e) “Day” means a calendar day.</p> <p>(f) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).</p> <p>(g) “Government” means the government of the Client’s state.</p> <p>(h) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant’s proposal.</p> <p>(i) “ITC” (Section 2 of the RFP) mean the Instructions to Consultants that provides the Consultants with all information needed to prepare their Proposals.</p> <p>(j) “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.</p> <p>(k) “RFP” means the Request for Proposals to be prepared by the Client for the selection of Consultants</p> <p>(l) “Services” means the work to be performed by the Consultant pursuant to the Contract.</p> <p>(m) “TORs” (Section 5 of the RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.</p> |
| 1. Introduction | <p>1.1 The Client named in the Data Sheet intends to select a Consultant, in accordance with the method of selection specified in the Data Sheet.</p> <p>1.2 The Consultants are invited to submit a Technical Proposal and a Financial Proposal as specified in the Data Sheet, for consulting services required for the assignment named in the Data Sheet. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.</p> |
| 2. Conflict of | <p>2.1 The Consultant is required to provide professional, objective,</p> |

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| <p>Interest</p> | <p>and impartial advice, at all times holding the Client's interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.</p> <p>2.2 The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract.</p> <p>2.2.1 Without limitation on the generality of the foregoing, and unless stated otherwise in the Data Sheet, the Consultant shall not be hired under the circumstances set forth below:</p> |
| <p>a. Conflicting activities</p> | <p>(i) <u>Conflict between consulting activities and procurement of goods, works or non-consulting services</u>: a firm that has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.</p> |
| <p>b. Conflicting assignments</p> | <p>(ii) <u>Conflict among consulting assignments</u>: A Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Client.</p> |
| <p>c. Conflicting relationships</p> | <p>(iii) <u>Relationship with the Client's staff</u>: a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Client, or of implementing agency who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Client throughout the selection process and the execution of the Contract.</p> <p>(iv) Any other types of conflicting relationships as indicated in the Data Sheet.</p> |
| <p>3. Unfair</p> | <p>3.1 Fairness and transparency in the selection process require that</p> |

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| Competitive Advantage | the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Client shall indicate in the Data Sheet and make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants. |
| 4. Corrupt and Fraudulent Practices | <p>4.1 The OSDA requires compliance with its policy in regard to corrupt and fraudulent/ prohibited practices as set forth by the Govt. of Odisha (GoO)</p> <p>4.2 In further pursuance of this policy, Consultant shall permit and shall cause its agents, Experts, Sub-consultants, sub-contractors, services providers, or suppliers to permit the client to inspect all accounts, records, and other documents relating to the submission of the Proposal and contract performance (in case of an award), and to have them audited by auditors appointed by the client.</p> |
| 5. Eligibility | <p>5.1 The client permits consultants from all countries to offer consulting services for its financed projects.</p> <p>5.2 Furthermore, it is the Consultant's responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established in the document</p> <p>5.3 As an exception to the foregoing Clauses 5.1 and 5.2 above:</p> |
| a. Restrictions for Government-owned Enterprises | <p>5.3.1 Government-owned enterprises or institutions in the Client's country shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) that they are not dependent agencies of the Client</p> <p>To establish eligibility, the government-owned enterprise or institution should provide all relevant documents (including its charter) sufficient to demonstrate that it is a legal entity separate from the government; it does not currently receive any substantial subsidies or budget support; it is not obligated to pass on its surplus to the government; it can acquire rights and liabilities, borrow funds, and can be liable for repayment of debts and be declared bankrupt; and it is not competing for a contract to be awarded by the government department or agency which, under the applicable laws or regulations, is its reporting or supervisory authority or has the ability to exercise influence or control over it.</p> |
| b. Restrictions for public employees | <p>5.3.2 Government officials and civil servants of the GoO are not eligible to be included as Experts in the Consultant's Proposal unless such engagement does not conflict with any employment or other laws, regulations, or policies of the GoO, and they</p> <p>(i) are on leave of absence without pay, or have resigned or retired;</p> |

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| | <p>(ii) are not being hired by the same agency they were working for before going on leave of absence without pay, resigning, or retiring (in case of resignation or retirement, for a period of at least 6 (six) months, or the period established by statutory provisions applying to civil servants or government employees in GoO, whichever is longer. Experts who are employed by the government-owned universities, educational or research institutions are not eligible unless they have been full time employees of their institutions for a year or more prior to being included in Consultant's Proposal.; and</p> <p>(iii) Their hiring would not create a conflict of interest.</p> |
| 6. Qualification to the bid | <p>6.1 Bids may be submitted by either of the following categories of bidders only:</p> <p>6.1.1 Sole Bidder: The Sole Bidder will be responsible for end to end scope of work given in this tender. The Sole Bidder cannot be a part of any consortium for this tender.</p> <p>6.1.2 Consortium of firms: No consortium of firms and shall be allowed under this assignment</p> |
| 7. Governing Law | <p>The Contract shall be governed by and interpreted in accordance with the laws of the State (Odisha) / the Country (India) and under the jurisdiction of Indian Courts.</p> <p>Dispute Resolution: Any unresolved disputes under this Agreement shall be subject to the exclusive jurisdiction of Indian Courts.</p> |
| 8. Force Majeure | <ul style="list-style-type: none"> For the purposes of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or agents employees thereof, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement and (B) avoid or overcome in the carrying out of its obligations hereunder Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder OSDA will decide the eventuality of Force Majeure which will be binding on both the parties |

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| B. Preparation of Proposals | |
| 1. General Considerations | 1.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal. |
| 2. Cost of Preparation of Proposal | 2.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant. |
| 3. Language | 3.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the client, shall be written in the language(s) specified in the Data Sheet . |
| 4. Documents Comprising the Proposal | <p>4.1 The Proposal shall comprise the documents and forms listed in the Data Sheet.</p> <p>4.2 If specified in the Data Sheet, the Consultant shall include a statement of an undertaking of the Consultant to observe, in competing for and executing a contract, the Client country's laws against fraud and corruption (including bribery).</p> |
| 5. Only One Proposal | The Consultant shall submit only one Proposal, in its own name. |
| 6. Proposal Validity | <p>6.1 The Data Sheet indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline.</p> <p>6.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.</p> |
| a. Extension of Validity Period | <p>6.3 The Client will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the Client may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity.</p> <p>6.4 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts.</p> <p>6.5 The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.</p> |
| b. Substitution of Key Experts at | 6.6 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate |

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| Validity Extension | <p>justification and evidence satisfactory to the Client together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Experts. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Experts.</p> <p>6.7 If the Consultant fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected.</p> |
| c. Sub-Contracting | <p>6.8 The Consultant shall not be entitled to subcontract the Services without prior written consent of the Client.</p> |
| 7. Clarification and Amendment of RFP | <p>7.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the Data Sheet before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Client's address indicated in the Data Sheet. The Client will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all shortlisted Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:</p> <p>7.1.1 At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all shortlisted Consultants and will be binding on them. The shortlisted Consultants shall acknowledge receipt of all amendments in writing.</p> <p>7.1.2 If the amendment is substantial, the Client may extend the proposal submission deadline to give the shortlisted Consultants reasonable time to take an amendment into account in their Proposals.</p> <p>7.2 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.</p> |
| 8. Preparation of Proposals – Specific Considerations | <p>8.1 While preparing the Proposal, the Consultant must give particular attention to the following:</p> <p>8.1.1 If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture or as Sub-consultants, it may do so with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultants if permitted in the Data Sheet. In all such cases a shortlisted Consultant must obtain the written approval of</p> |

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| | <p>the Client prior to the submission of the Proposal. When associating with non-shortlisted firms in the form of a joint venture or a sub-consultancy, the shortlisted Consultant shall be a lead member. If shortlisted Consultants associate with each other, any of them can be a lead member.</p> <p>8.1.2 The Client may indicate in the Data Sheet the estimated Key Experts' time input (expressed in person-month) or the Client's estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Consultant's own estimates for the same.</p> <p>8.1.3 If stated in the Data Sheet, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the Data Sheet) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award in accordance with the procedure in the Data Sheet.</p> |
| 9. Technical Proposal Format and Content | <p>9.1 The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.</p> <p>9.1.1 Consultant shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position. Failure to comply with this requirement will make the Proposal non-responsive.</p> <p>9.2 Depending on the nature of the assignment, the Consultant is required to submit a Full Technical Proposal (FTP), as indicated in the Data Sheet and using the Standard Forms provided in Section 3 of the RFP.</p> |
| 10. Financial Proposal | <p>10.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP.</p> |
| a. Price Adjustment | <p>10.2 For assignments with a duration exceeding 12 months, a price adjustment provision for foreign and/or local inflation for remuneration rates applies if so stated in the Data Sheet.</p> |
| b. Taxes | <p>10.3 The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the Data Sheet.</p> |
| c. Currency of Proposal | <p>10.4 The Consultant may express the price for its Services in the currency or currencies as stated in the Data Sheet. If indicated in the Data Sheet, the portion of the price representing local cost shall be stated in the national currency.</p> |
| d. Currency of Payment | <p>10.5 Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.</p> |

C. Submission, Opening and Evaluation

11. Submission, Sealing, and Marking of Proposals

11.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms. The submission can be done by Registered / Speed Post / Courier / by hand.

11.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for Pre-qualification criteria and both the Technical and Financial Proposals.

11.3 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the Proposal.

11.4 The signed Proposal shall be marked “**ORIGINAL**”, and its copies marked “**COPY**” as appropriate. The number of copies is indicated in the **Data Sheet**. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.

The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked “**TECHNICAL PROPOSAL**” (Cover-B), “**Engagement of a Project Management Unit (PMU) for Odisha Skill Development Authority (OSDA)**” name and address of the Consultant, and with a warning “**DO NOT OPEN**”

11.5 Similarly, the original Financial Proposal (if required for the applicable selection method) shall be placed inside of a sealed envelope clearly marked “**FINANCIAL PROPOSAL**”(Cover-C) followed by the name of the assignment, name and address of the Consultant, and with a warning “**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**”

11.6 The sealed envelopes containing the **Pre-Qualification Criteria (Cover-A), Technical (Cover-B) and Financial (Cover-C)** proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, the name of the assignment **Engagement of a Project Management Unit (PMU) for Odisha Skill Development Authority (OSDA)**, Consultant’s name and the address, and shall be clearly marked “**DO NOT OPEN BEFORE due date]**”

11.7 If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.

11.8 The Proposal or its modifications must be sent to the address indicated in the **Data Sheet** and received by the Client no later than

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| | <p>the deadline indicated in the Data Sheet, or any extension to this deadline. Any Proposal or its modification received by the Client after the deadline shall be declared late and rejected, and promptly returned unopened.</p> |
| <p>12. Confidentiality</p> | <p>12.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Client on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.</p> <p>12.2 Any attempt by shortlisted Consultants or anyone on behalf of the Consultant to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal</p> <p>12.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a Consultant wishes to contact the Client on any matter related to the selection process, it should do so only in writing.</p> <p>12.4 Except as otherwise permitted by the Agreement, neither of the parties may disclose to third parties the contents of the Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of this Agreement, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under this Agreement, or (e) must be disclosed under applicable law, legal process or professional regulations. These obligations shall be valid for a period of 3 years from the date of termination of the Agreement."</p> |
| <p>13. Opening of Technical Proposals</p> | <p>13.1 The Client's evaluation committee shall conduct the opening of the Technical Proposals in the presence of the shortlisted Consultants' authorized representatives who choose to attend (in person, or online if this option is offered in the Data Sheet). The opening date, time and the address are stated in the Data Sheet. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored with a reputable public auditor or independent authority until they are opened</p> <p>13.2 At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Consultant (ii) the</p> |

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| | <p>presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the Data Sheet.</p> |
| 14. Proposals Evaluation | <p>14.1 The evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.</p> <p>14.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.</p> |
| 15. Evaluation of Technical Proposals | <p>15.1 The Client's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the Data Sheet.</p> |
| 16. Financial Proposals for QBS | <p>16.1 Following the ranking of the Technical Proposals, when the selection is based on quality only (QBS), the top-ranked Consultant is invited to negotiate the Contract.</p> <p>16.2 If Financial Proposals were invited together with the Technical Proposals, only the Financial Proposal of the technically top-ranked Consultant is opened by the Client's evaluation committee. All other Financial Proposals are returned unopened after the Contract negotiations are successfully concluded and the Contract is signed.</p> |
| 17. Public Opening of Financial Proposals (for QCBS) | <p>17.1 After the technical evaluation is completed, the Client shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score (and shall provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion) that their Financial Proposals will be returned unopened after completing the selection process and Contract signing. The Client shall simultaneously notify in writing those Consultants that have achieved the minimum overall technical score and inform them of the date, time and location for the opening of the Financial Proposals. The opening date should allow the Consultants sufficient time to make arrangements for attending the opening. The Consultant's attendance at the opening of the Financial Proposals is optional and is at the Consultant's choice.</p> <p>17.2 The Financial Proposals shall be opened by the Client's evaluation committee in the presence of the representatives of those Consultants whose proposals have passed the minimum technical score. At the opening, the names of the Consultants, and the overall</p> |

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| | technical scores, including the break-down by criterion, 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 read aloud and recorded. Copies of the record shall be sent to all Consultants who submitted Proposals. |
| 18. Correction of Errors | 18.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal. |
| a. Time-Based Contracts | The Client's evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Client's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost. |
| 19. Taxes | 19.1 The Client's evaluation of the Consultant's Financial Proposal shall exclude taxes and duties in the Client's country in accordance with the instructions in the Data Sheet . |
| 20. Conversion to Single Currency | For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date |
| 21. Combined Quality and Cost Evaluation | In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the Data Sheet . The Consultant achieving the highest combined technical and financial score will be invited for negotiations. |
| D. Negotiations and Award | |
| 22. Negotiations | <p>The negotiations will be held at the date and address indicated in the Data Sheet with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.</p> <p>The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant's authorized representative.</p> |
| a. Availability of Key Experts | The invited Consultant shall confirm the availability of Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if |

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| | <p>applicable, a replacement. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant.</p> <p>Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.</p> |
| b. Technical negotiations | <p>The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Client's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.</p> |
| c. Financial negotiations | <p>The negotiations include the clarification of the Consultant's tax liability in the Client's country and how it should be reflected in the Contract.</p> |
| d. Release of funds | <p>Conditions for Release of Payment to Consultant Agency:</p> <p>The quarterly invoice will be generated and submitted on the last working day of every quarter to the OSDA by the Project Management Consultant. If there is no objection in terms of performance, deliverable or invoice value then the invoice and the deliverables will be deemed accepted by the OSDA. Payments shall be released within 30 days of submission of invoice by the Project Management Consultant Agency.</p> <p>If there is an objection to the performance, deliverable or invoice value, then the OSDA shall have to raise the objection within 15 days of invoice submission date. In such a scenario, the Project Management Consultant Agency shall take corrective measures and resubmit the invoice. Payments shall be released within 30 days of resubmission of invoice by the Project Management Consultant Agency.</p> <p>Please refer to Section 5 of the document for the milestones & quarterly performance based payment schedules. All payments will be strictly done as per the conditions put in the Section 5.</p> |

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| Conclusion of Negotiations | <p>The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialled by the Client and the Consultant's authorized representative.</p> <p>If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Client shall terminate the negotiations informing the Consultant of the reasons for doing so. The Client will invite the next-ranked Consultant to negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations.</p> |
| Award of Contract | <p>After completing the negotiations the Client shall sign the Contract; publish the award information as per the instructions in the Data Sheet; and promptly notify the other shortlisted Consultants.</p> <p>The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.</p> |
| E. Termination Clauses | |
| Termination for Default | <ul style="list-style-type: none"> • OSDA may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 60 days sent to the selected bidder, terminate the contract in whole or in part provided a cure period of not less than 90 days is given to the selected bidder to rectify the breach: • If the selected bidder fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by OSDA; or • If the selected bidder fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or • If the selected bidder, in the judgment of the OSDA, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract. • If the selected bidder commits breach of any condition of the contract • If OSDA terminates the contract in whole or in part, amount of PG shall be forfeited. |
| Termination for Insolvency | <p>OSDA may at any time terminate the Contract by giving a written notice of at least 30 days to the selected bidder, if the selected bidder becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the selected bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to OSDA.</p> |
| Termination for Convenience | <ul style="list-style-type: none"> • OSDA, by a written notice of at least 90 days sent to the selected bidder, 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 OSDA's convenience, the extent to which |

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| | <p>performance of the selected bidder under the Contract is terminated, and the date upon which such termination becomes effective.</p> <ul style="list-style-type: none">• In such case, OSDA will pay for all the pending invoices as well as the work done till that date by the Project Management Consultant.• In addition to above clause, OSDA will compensate the Project Management Consultant with 30 days of Fee (Remunerations).• Depending on merits of the case the selected bidder may be appropriately compensated on mutually agreed terms for the loss incurred by the contract if any due to such termination.• Limitation of Liability- The OSDA shall not recover from the PMU, in contract or tort, under statute or otherwise, any amount with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this Agreement or otherwise relating to the Services, whether or not the likelihood of such loss or damage was contemplated. The OSDA shall not recover from PMU, in contract or tort, including indemnification obligations under this contract, 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. |
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| Termination by OSDA | <p>The OSDA may, by not less than thirty (30) days' written notice of termination to the Project Management Unit, such notice to be given after the occurrence of any of the events, terminate this Agreement if:</p> <ul style="list-style-type: none"> - The Project Management Unit fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension, within thirty (30) days of receipt of such notice of suspension or within such further period as the OSDA may have subsequently granted in writing; - The Project Management Unit 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; - The Project Management Unit fails to comply with any final decision reached as a result of arbitration proceedings. - The Project Management Unit submits to the OSDA a statement which has a material effect on the rights, obligations or interests of the OSDA and which the Project Management Unit knows to be false; - Any document, information, data or statement submitted by the Project Management Unit in its Proposals, based on which the Project Management Unit was considered eligible or successful, is found to be false, incorrect or misleading; or - As the result of Force Majeure, the Project Management Unit is unable to perform a material portion of the Services for a period of not less than sixty (60) days - If the Govt. of Odisha would like to terminate the contract for reasons not attributable to the Project Management Unit's performance, they will need to clear all invoices for the consultancy services up to the date of their notice along with 1 month fee pro-rata fee out of the project fee for 12 months. - If the Govt of Odisha would like to terminate the contract for reasons attributable related to the Project Management Unit's performance, the government will give a rectification notice for 3 months to Consultant in writing with specific observations and instructions. |
| Termination by Project Management Consultant / Unit | The Project Management Consultant / Unit may terminate the Agreement, or any particular Services, immediately upon written notice to OSDA if the Project Management Consultant / Unit reasonably determine that Project Management Consultant / Unit can no longer provide the Services in accordance with applicable law or professional obligations. |
| Payment upon termination | Upon termination of this Agreement all pending payments due till the date of the termination of the contract will be made by OSDA to the Project Management Consultant within 30 days of the contract termination. |
| F. Performance Guarantee and Liquidity Damages | |
| Performance Guarantee | <ul style="list-style-type: none"> • Within 30 days from the date of Letter of Invitation (LOI) from OSDA, the successful Project Management Consultant |

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| | <p>company/firm shall furnish the Performance Guarantee (PG) of an amount equal to 5% of its Financial Proposal, by way of Bank Guarantee issued by one of the Nationalized/Scheduled Banks in India for the due performance of the Assignment in the format at Appendix-A. The Performance Guarantee shall be for a period of Eighteen (18)months.</p> <ul style="list-style-type: none">• Refund of PG: The PG shall be refunded within six months from the date of successful completion of the assignment (18th month). It will be renewed based on the extension of the project in subsequent years.• Forfeiture of PG: PG shall be forfeited in the following cases:<ul style="list-style-type: none">- When any terms and condition of the contract is breached.- When the selected Bidder fails to commence the services or fails to provide deliverables after partially executing the purchase/work order |
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| <p>Liquidity Damages</p> | <ol style="list-style-type: none"> 1. Except as provided under clause “Force Majeure”, if the selected bidder fails to deliver Services within the period specified in the Contract, OSDA may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum as specified in penalty clause for delay until actual delivery, up to a maximum deduction of the percentage specified in the bidding document and/ or contract. Once the maximum is reached, OSDA may terminate the Contract pursuant to clause “Termination”. 2. The time specified for delivery in the tender form shall be deemed to be the essence of the contract and the selected bidder shall arrange services within the specified period. 3. Delivery period may be extended with or without liquidated damages, if the delay in the supply of service is on account of hindrances beyond the control of the selected bidder. 4. The selected bidder shall request in writing to tendering OSDA giving reasons for extending the delivery period of service, if it finds himself unable to complete the supply of service within the stipulated delivery period. This request shall be submitted as soon as a hindrance in delivery of service occurs or within 15 days from such occurrence but before expiry of stipulated period of delivery of service after which such request shall not be entertained 5. OSDA shall examine the justification of causes of hindrance in the delivery of service and the period of delay occurred due to that and grants extension with or without liquidated damages. 6. If OSDA agrees to extend the delivery period/ schedule, an amendment to the contract with suitable denial clauses and with or without liquidated damages, as the case may be, shall be issued. The amendment letter shall mention that no extra price or additional cost for any reason, whatsoever beyond the contracted cost shall be paid for the delayed supply of service. 7. It shall be at the discretion of OSDA to accept or not to accept the supply of services rendered by the Project Management Consultant after the expiry of the stipulated delivery period, if no formal extension in delivery period has been applied and granted. OSDA shall have right to cancel the contract with respect to undelivered service. 8. If OSDA is in need of the service rendered after expiry of the stipulated delivery period, it may accept the services and issue a letter of extension in delivery period |
| <p>Intellectual Property Rights</p> | <p>The Consultant may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how (“Materials”) that Consultant own in performing the Services. Notwithstanding the delivery of any Reports, Consultant retain all</p> |

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| | intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers that Consultant 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. |
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Instructions to Consultants (ITC)

G. Data Sheet

| A. General | |
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| ITC Clause | Reference |
| 1 | State: Odisha, India |
| 2 | Name of the Client: Odisha Skill Development Authority (OSDA) Method of selection: Quality and Cost Based Selection |
| 3 | Financial Proposal to be submitted together with Technical Proposal: Yes The name of the assignment is: “Project Management Unit (PMU) for Odisha Skill Development Authority (OSDA)” |
| 4 | Pre – Bid Queries: Any questions regarding the RFP must be received in writing (e-mail) to the undersigned as per the date mentioned in Schedule of Activities. Thereafter, no request for information will be considered. Email ID – emp.osda2018@gmail.com |
| 5 | The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals: All relevant information and guidelines related to Odisha Skill Development Authority (OSDA) |
| B. Preparation of Proposals | |
| 6 | This RFP has been issued in the English language. Proposals shall be submitted in English language. All correspondence exchange shall be in English language. |
| 7 | The Proposal shall comprise the following: <u>1st Inner Envelope</u> with Pre-Qualification Criteria – (Cover-A), Power of Attorney and EMD FULL TECHNICAL PROPOSAL (FTP): <u>2nd Inner Envelope</u> with the Technical Proposal (Cover-B) |

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| | (1) TECH-1 (2) TECH-2 (3) TECH-3 (4) TECH-4 (5) TECH-5 (6) TECH-6 (A) (7) TECH-6 (B) AND <u>3rd Inner Envelope with the Financial Proposal (Cover-C)</u> (1) FIN-1 (2) FIN-2 (3) FIN-3 |
| 8 | Statement of Undertaking is required: No |
| 9 | Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible: No |
| 10 | Proposals must remain valid for <u>120</u>calendar days after the proposal submission deadline |
| 11 | Clarifications may be requested no later than <u>date & time mentioned in schedule of activities.</u> The contact information for requesting clarifications is: Name: Himansu Sekhar Lenka Address: OdishaSkill Development Authority (OSDA), Niyojan Bhawan, Kharvela Nagar, Sriya Square, Bhubaneswar, Odisha, India, Pin 751001 Tel: 9437142067 Email: emp.osda2018@gmail.com |
| 12 | Shortlisted Consultants may associate with (a) non-shortlisted consultant(s): No Or (b) other shortlisted Consultants: No |
| 13 | All key experts including key staff of Bidding Agency– 468man months for Year 1 ○ Project Management Unit’s team size = 39professionals Total 39 Positions X 12 months = 468 man months |
| 14 | Costs & per diem to be provided: |

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| | <p>(1) Office infrastructure, including overheads support - Office space, furniture, water and electricity will be provided by OSDA</p> <p>(2) Any travel of the 39 resources outside Odisha for work related to OSDA shall be paid by OSDA as per its Travel Policy.</p> <p>Out of Pocket Expenses(which needs to be covered in the bid amount) shall include the following:</p> <p>(1) Travel within the State for the Project</p> <p>(2) Cost of travel by the most appropriate means of transport and the most direct practicable route within Odisha</p> <p>(3) Communications costs;</p> <p>(4) Cost of purchase or rent or freight of any equipment required to be provided by the Consultants;</p> <p>(5) Cost of reports production (including printing) and delivering to the Client;</p> <p>(6) Other allowances where applicable and provisional or fixed sums (if any)</p> |
| 15 | A price adjustment provision applies to remuneration rates: In case the term of PMU is extended by another year, there will be an 5% year on year increment on the Manpower Costs and Out of Pocket Expenses |
| 16 | The Financial Proposal shall be stated in the following currencies: INR only |
| C. Submission, Opening and Evaluation | |
| 17 | <p>The Consultant must submit:</p> <p>(a) Pre-Qualification Criteria: one (1) original, Bank Guarantee / Demand Draft for EMD& Power of Attorney for the Authorised Signatory</p> <p>(b) Technical Proposal: one (1) original</p> <p>(c) Financial Proposal: one (1) original</p> |
| 18 | <p>The Proposals must be submitted no later than:</p> <p>Date: 04.2.2020</p> <p>Time:04:00pm</p> <hr/> <p>The Proposal submission address is: Directorate of Employment &Odisha Skill Development Authority (OSDA),Niyogan Bhawan, Kharvela Nagar, Sriya Square, Bhubaneswar, Odisha, India, Pin:751001</p> |
| 19 | An online option of the opening of the Technical Proposals is offered: No |

| | <p>The opening shall take place at: Odisha Skill Development Authority (OSDA) Niyojan Bhawan, Kharvela Nagar, Sriya Square, Bhubaneswar, Odisha, India, Pin: Pin:75100</p> <p>Date and time shall be intimated later</p> | | | | | | | | | | | | | | | |
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| 20 | <p>Criteria, sub-criteria, and point system for the evaluation of the Technical Proposals:</p> <p>A. OSDA will evaluate only the pre-qualified proposals as per the criteria stated in Section 1</p> <p>Note:</p> <ul style="list-style-type: none">• The Technical & Financial proposals of disqualified bidder at prequalification stage will be returned unopened. <p>B. Technical Proposal Evaluation Criteria</p> <table><tr><th>S.No.</th><th>Evaluation criteria</th><th>Max. Marks</th></tr><tr><td>1</td><td>Experience of Bidder (Provide credentials as per prescribed format along with certification or work order or contract document or Letter of Award for each project)</td><td>62</td></tr><tr><td>1.1</td><td>Experience of working as a Project Management Consultant (PMC) for any State Skill Development Mission / State Employment Mission / State Skill Development Board / Agency in India for a minimum duration of 1 year, over the past 5 years. The value of such assignments should be at least INR 3 Crores each (inclusive of taxes). <ul style="list-style-type: none">• 2 assignments – 3 marks• 3 assignments – 4 marks• 4 assignments – 5 marks• >4 assignments – 8 marks</td><td>8</td></tr><tr><td>1.2</td><td>Number of Advisory Assignments in Skill Development (size > INR 3 Crore inclusive of taxes) with any Central Ministry / NSDC / MSDE / Donors in India: <ul style="list-style-type: none">• 2 assignments – 3 marks• 3 assignments – 4 marks• 4 assignments – 6 marks• >4 assignments – 8 marks</td><td>8</td></tr><tr><td>1.3</td><td>Delivery of Projects in India that have Centralized Planning, State-Level PMU and district level execution</td><td>8</td></tr></table> | S.No. | Evaluation criteria | Max. Marks | 1 | Experience of Bidder (Provide credentials as per prescribed format along with certification or work order or contract document or Letter of Award for each project) | 62 | 1.1 | Experience of working as a Project Management Consultant (PMC) for any State Skill Development Mission / State Employment Mission / State Skill Development Board / Agency in India for a minimum duration of 1 year, over the past 5 years. The value of such assignments should be at least INR 3 Crores each (inclusive of taxes). <ul style="list-style-type: none">• 2 assignments – 3 marks• 3 assignments – 4 marks• 4 assignments – 5 marks• >4 assignments – 8 marks | 8 | 1.2 | Number of Advisory Assignments in Skill Development (size > INR 3 Crore inclusive of taxes) with any Central Ministry / NSDC / MSDE / Donors in India: <ul style="list-style-type: none">• 2 assignments – 3 marks• 3 assignments – 4 marks• 4 assignments – 6 marks• >4 assignments – 8 marks | 8 | 1.3 | Delivery of Projects in India that have Centralized Planning, State-Level PMU and district level execution | 8 |
| S.No. | Evaluation criteria | Max. Marks | | | | | | | | | | | | | | |
| 1 | Experience of Bidder (Provide credentials as per prescribed format along with certification or work order or contract document or Letter of Award for each project) | 62 | | | | | | | | | | | | | | |
| 1.1 | Experience of working as a Project Management Consultant (PMC) for any State Skill Development Mission / State Employment Mission / State Skill Development Board / Agency in India for a minimum duration of 1 year, over the past 5 years. The value of such assignments should be at least INR 3 Crores each (inclusive of taxes). <ul style="list-style-type: none">• 2 assignments – 3 marks• 3 assignments – 4 marks• 4 assignments – 5 marks• >4 assignments – 8 marks | 8 | | | | | | | | | | | | | | |
| 1.2 | Number of Advisory Assignments in Skill Development (size > INR 3 Crore inclusive of taxes) with any Central Ministry / NSDC / MSDE / Donors in India: <ul style="list-style-type: none">• 2 assignments – 3 marks• 3 assignments – 4 marks• 4 assignments – 6 marks• >4 assignments – 8 marks | 8 | | | | | | | | | | | | | | |
| 1.3 | Delivery of Projects in India that have Centralized Planning, State-Level PMU and district level execution | 8 | | | | | | | | | | | | | | |

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| | <p>with a minimum value of INR 10 Crores</p> <p>3Marks Per Project. Additional 2 Marksif the project is with a State Skill Development Mission (Max 8 Marks)</p> | |
| 1.4 | <p>Delivery of Skill Advisory Projects in India which had creation of District plans or involved District level planning for activities</p> <p>2.5Marks Per Project(Max 10 Marks)</p> | 10 |
| 1.5 | <p>Experience with SSCs in preparation of NOS/ QPs</p> <ul style="list-style-type: none"> - 1- 4 projects – 2mark - 5- 10 projects 5 marks - More than 10 projects – 7marks | 7 |
| 1.6 | <p>Experience with SSCs and NSDC in Skill Gap Assignments</p> <ul style="list-style-type: none"> - 3 assignments – 3 marks - 4 assignments – 4 marks - 5 assignments – 6 marks - >5 assignments – 8 marks | 8 |
| 1.7 | <p>Number of Engagements/ Projects in Odisha:</p> <ul style="list-style-type: none"> - 2 assignments– 3 marks - 3 - 5assignments- 5 marks - >=6assignments – 7marks <p>(If any project is in the Skill Development domain then additional 2 marks)</p> | 9 |
| 1.8 | <p>Experience of facilitating industry partnerships for State Skill Development Missions in Skills domain in last 5 years.</p> <ul style="list-style-type: none"> - 25 MoU / Partnerships: 1 mark - 26 – 50 MoU / Partnerships: 2mark - More than 50 MoUs: 4 marks <p><i>(Provide project details and Client Certification for 1.8)</i></p> | 4 |
| 2 | Key Personnel (as per the technical proposal Form Tech 6) | 8 |
| 2.1 | <p>Team Leader (1)– (Full Time Deployment at OSDA, Bhubaneswar)</p> <p>Post graduate / Master degree / MBA / PGDM {If a candidate is not a Post graduate / Master degree / MBA / PGDM then the CV shall not be considered for scoring}</p> <p>Overall Experience: >=10 years – 1 Mark <10 years – Nil</p> <p>Experience in managing consulting / advisory</p> | 8 |

| | | |
|-----|--|--------------------------------------|
| | <p>assignments related to livelihood / capacity building / skill development etc. for government and non-governmental organizations in India. {1 mark each for other assignments (Maximum 4 marks)}</p> <p>Experience of working on preparing Skill Gap Studies{0.5 mark for each assignment (Maximum 1 mark)}</p> <p>Experience of working on Conducting Impact AssessmentStudies {0.5 mark for each assignment (Maximum 1 mark)}</p> <p>Experience of preparing Skill Development Plans for State and District Levels{0.5 mark for each assignment (Maximum 1 mark)}</p> | |
| 2.2 | <p>CPMU Manager (1) – (50% Time Deployment at OSDA, Bhubaneswar)</p> <p>Education: Post graduate / Master degree / MBA / PGDM</p> <p>Overall Experience: >=7 years</p> <p>Experience in consulting / advisory assignments related to Skill Development at the National level</p> <p>Experience of heading skill development / capacity building / livelihood implementation projects in India.</p> | CV to be provided. Not to be scored. |
| 2.3 | <p>Manager Social Mobilization and Grievance Redressal (1)- (Full Time Deployment at OSDA, Bhubaneswar)</p> <p>Education: Post graduate /Master degree/MBA / PGDM / PGD in Rural / Rural Development Management / MSW</p> <p>Overall Experience: >=4 years</p> <p>Experience of working with organizations on Social Development, Education and Livelihood schemes, skills/ training projects, Experience and under -standing of growth aspirations and challenges in social mobilization etc. for government and non-governmental organizations in India.</p> | CV to be provided. Not to be scored. |
| 2.4 | <p>Manager MIS and M&E (2) - (Full Time Deployment at OSDA, Bhubaneswar)</p> | CV to be provided. Not |

| | | | |
|--|-----|--|--|
| | | <p>Education: Post graduate /Master degree/MBA / PGDM</p> <p>Overall Experience: >=3 years</p> <p>Experience of working with organizations on Monitoring and Evaluation frameworks, designing of MIS portals, Application development and deployment etc. for government and non-governmental organizations in India.</p> | to be scored. |
| | 2.5 | <p>Manager – Training Partner Management, Placements and Industry Linkage (2) - (Full Time Deployment at OSDA, Bhubaneswar)</p> <p>Education: Post graduate /Master degree/MBA / PGDM</p> <p>Overall Experience: >=4 years</p> <p>Experience of working with organizations dealing with placement service, recruitment, staffing, training partners etc. for government and non-governmental organizations in India.</p> | CV to be provided. Not to be scored. |
| | 2.6 | <p>Skill Development Experts (2) - (Full Time Deployment at OSDA, Bhubaneswar)</p> <p>Education: Post Graduate /Master degree/MBA / PGDM / PGD in Rural Management / Rural Development Management / Master of Social Work</p> <p>Overall Experience: >=5 years</p> <p>Experience of working with organizations on skill development life cycle, risk management planning, policy development, supervision and monitoring implementation of skill training projects (funded by Central / State Government) etc. for government and non-governmental organizations in India.</p> | CV to be provided. Not to be scored. |
| | 3 | <p>District PMU (30) - (Full Time Deployment at Odisha / Districts)</p> <p>Education: Any Post Graduate</p> <p>Overall Experience:</p> | CVs to be provided for any 5 District PMU Resources. Not to be scored. |

| | | | | | | | | | | | | | |
|-------------------|---|------------|--|--|---|--|----|---|--|----|--|--------------|------------|
| | <table><tr><td></td><td>>=2 years in Skill Development at District Level in Odisha</td><td></td></tr><tr><td>4</td><td>Project Understanding and Approach & Methodology for implementing the assignment (as per full technical proposal)</td><td>20</td></tr><tr><td>5</td><td>Technical Presentation on understanding of Skill Development Ecosystem and Approach for the Project</td><td>10</td></tr><tr><td></td><td>Total</td><td>100</td></tr></table> | | >=2 years in Skill Development at District Level in Odisha | | 4 | Project Understanding and Approach & Methodology for implementing the assignment (as per full technical proposal) | 20 | 5 | Technical Presentation on understanding of Skill Development Ecosystem and Approach for the Project | 10 | | Total | 100 |
| | >=2 years in Skill Development at District Level in Odisha | | | | | | | | | | | | |
| 4 | Project Understanding and Approach & Methodology for implementing the assignment (as per full technical proposal) | 20 | | | | | | | | | | | |
| 5 | Technical Presentation on understanding of Skill Development Ecosystem and Approach for the Project | 10 | | | | | | | | | | | |
| | Total | 100 | | | | | | | | | | | |
| | The minimum score for Technical Qualification is 70 | | | | | | | | | | | | |
| 21 | For the purpose of the evaluation, the Client will exclude all taxes. | | | | | | | | | | | | |
| 22 (QCBS only) | <p>Only those bids with a technical score of >=70 shall be considered for financial evaluation. QCBS method shall be adopted for selection. The weight given to the Technical proposal score shall be ‘80’ and the weight given to the Financial proposal shall be ‘20’.</p> <p>The combined evaluation shall be determined as below:</p> $S_{TECH} = \frac{\text{Technical Score of the Applicant}}{\text{Highest Technical Score amongst the Applicants}} \times 80$ $S_{FINANCIAL} = \frac{\text{Lowest Financial Quote amongst the Applicants}}{\text{Financial Quote of the Applicant}} \times 20$ $S_{FINAL} = S_{TECH} + S_{FINANCIAL}$ <p>The composite score (S_{FINAL}) would be used to determine the successful bidder. The bidder with the highest composite score would be awarded the contract.</p> | | | | | | | | | | | | |
| | D. Negotiations and Award | | | | | | | | | | | | |
| 23 | <p>Expected date and address for contract negotiations: Date: March,2020</p> <p>Address: Odisha Skill Development Authority (OSDA) Niyojan Bhawan, Kharvela Nagar, Sriya Square, Bhubaneswar, Odisha, India, Pin: Pin:75100</p> | | | | | | | | | | | | |

| | |
|----|---|
| 24 | <p>Earnest Money Deposit (EMD): INR 5.00 lakhs (Indian Rupees Five Lakhs only) in the form of a Bank Guarantee in favour of the “Odisha Skill Development Authority (OSDA)”, valid for 6 months from the date of submission of Bids. The EMD of unsuccessful Bidder shall be refunded within 30 days of completion of agreement signing process. The Selected Bidder’s EMD shall be refunded upon the Bidder submitting the performance guarantee. In case the selected consultant fails to deposit the Bank Guarantee towards Performance Guarantee in scheduled time, the EMD submitted by it shall be forfeited, and the Authority may consider the award of assignment to the next ranked bidder.</p> <p>Kindly note: EMD shall be placed by the bidder in the 1st Inner Envelope with Pre-Qualification Criteria – (Cover-A). If the bidder fails to furnish EMD, the response document shall not be evaluated further.</p> |
| 25 | <p>Performance Guarantee (PG) Within 30 days from the date of Letter of Invitation (LOI) from OSDA, the successful Project Management Consultant company / firm shall furnish the Performance Guarantee (PG) of an amount equal to 5% of its Financial Proposal, by way of Bank Guarantee issued by one of the Nationalized / Scheduled Commercial Banks in India for the due performance of the Assignment in the format at Appendix-A. The Performance Guarantee shall be for a period of Eighteen (18) months.</p> <p>Refund of PG: The PG shall be refunded within six months from the date of successful completion of the assignment (18th month)</p> <p>Forfeiture of PG: PG shall be forfeited in the following cases:</p> <ul style="list-style-type: none"> - When any terms and condition of the contract is breached. - When the selected Bidder fails to commence the services or fails to provide deliverables after partially executing the purchase / work order <p>The PG shall have to be extended based on extension of the project for subsequent years.</p> |
| 26 | <p>Penalty Clause In case the deliverable is delayed beyond 15 days from the submission date or the revised completion date (as agreed by OSDA in writing), and which is under the control of the Project Management Consultant / Unit then a penalty of not more than 2% fee of that deliverable, shall be payable by the Project</p> |

| | |
|-----------|---|
| | Management Consultant / Unit to OSDA. Refer to Section 5 of the document for the milestones & quarterly performance based payment schedules. All payments will be strictly done as per the conditions put in the Section 5. |
| 27 | <p>The publication of the contract award information following the completion of the contract negotiations and contract signing will be done as following:</p> <p>The publication will be done within 14 days after the contract signing.</p> |
| 28 | <p>Expected date for the commencement of the Services: Date: March/ April, 2020 at Bhubaneswar</p> |

Section 3 - Technical Proposal – Standard Forms

{Notes to Consultant shown in brackets { } throughout Section 3 provide guidance to the Consultant to prepare the Technical Proposal; they should not appear on the Proposals to be submitted.}

Checklist of Required Forms

| Required for Proposal (√) | Form | Description | <i>Page Limit</i> |
|--|---------------|---|--------------------------|
| √ | TECH-1 | Technical Proposal Submission Form. | -- |
| √ | TECH-2 | Consultant's Organization and Experience. | -- |
| √ | TECH-2A | A. Consultant's Organization | 15 |
| √ | TECH-2B | B. Consultant's Experience | -- |
| √ | TECH-3 | Comments or Suggestions on the Terms of Reference | 3 |
| √ | TECH-4 | Description of the Approach, Methodology, and Work Plan for Performing the Assignment | 30 |
| √ | TECH-5 | Work Schedule and Planning for Deliverables | 5 |
| √ | TECH-6 (A) | CVs of Centre and State PMU Members | 5 per CV |
| √ | TECH-6 (B) | CVs of District PMU Members | 2 per CV |

TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To:
Director
Odisha Skill Development Authority (OSDA)
Niyojan Bhawan, Kharvela Nagar, Sriya Square
Bhubaneswar, Odisha, India, Pin:75100

Dear Sir,

We, the undersigned, offer to act as **Odisha Skill Development Authority (OSDA)** in accordance with your Request for Proposals dated 13.1.2020. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope.

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet.
- (c) We have no conflict of interest as stated in the RFP
- (d) We meet the eligibility requirements as stated in RFP
- (e) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Client.
- (f) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date if indicated in the Data Sheet.

We understand that the Client is not bound to accept any Proposal that the Client receives.

We remain,

Yours sincerely,

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Consultant: _____

In the capacity of: _____

Address: _____

Contact information (phone and e-mail): _____

Form TECH-2(FOR FULL TECHNICAL PROPOSAL ONLY)

CONSULTANT'S ORGANIZATION AND EXPERIENCE

A - Consultant's Organization

1. Provide here a brief description of the background and organization of your company
2. Include organizational chart, a list of Board of Directors etc.

B - Consultant's Experience / Credentials

FORMAT FOR FURNISHING CONSULTANT'S EXPERIENCE / CREDENTIALS

| | |
|--|---|
| Assignment Name: | Country: |
| Location within country: | |
| Name of Client: | |
| Address: | |
| Start Date(Month/Year): | Approx. Value of Services (in Rs): |
| Completion Date(Month/Year): | |
| Current Status of the Project: | |
| Name of associated Consultants, if any: | |
| Name of senior professional staff involved and functions performed: | |
| Narrative Description of the Project: | |
| Description of the actual services provided by your staff: | |

COMPLIANCE SHEET FORMAT FOR EVALUATION
(ALL SUPPORTING REQUIRED AS PER DATA SHEET)

| S.No. | Evaluation criteria | Max. Marks | Compliance (Yes/No) | Evidence provided on Page Nos. |
|-------|---------------------|---------------|------------------------|-----------------------------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Form TECH-3 (FOR FULL TECHNICAL PROPOSAL)

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

Form TECH-3: comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the assignment.

Form TECH-4 (FOR FULL TECHNICAL PROPOSAL ONLY)

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

Form TECH-4: description of the approach, methodology and work plan for performing the assignment.

Form TECH-5

WORK SCHEDULE AND PLANNING FOR DELIVERABLES

| N° | Deliverables ¹ (D-..) | Months | | | | | | | | | | | |
|------------|--|--------|---|---|---|---|---|---|---|---|-------|---|-------|
| | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | | n | TOTAL |
| D-1 | {e.g., Deliverable #1: Report A | | | | | | | | | | | | |
| | 1) data collection | | | | | | | | | | | | |
| | 2) drafting | | | | | | | | | | | | |
| | 3) inception report | | | | | | | | | | | | |
| | 6) delivery of final report to Client} | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| D-2 | {e.g., Deliverable #2:.....} | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| D-3 | Staffing: Core Team (PMU){ as given in TOR} | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| D-4 | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |

1. List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Client's approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.
2. Duration of activities shall be indicated in a form of a bar chart.
3. Include a legend, if necessary, to help read the chart.

Form TECH-6(A)

CURRICULUM VITAE (CV) OVERALL PAGE LIMIT- 5 PER CV

| | |
|---|--------------------------|
| Position Title and No. | {e.g., K-1, TEAM LEADER} |
| Name of Expert: | {Insert full name} |
| Date of Birth: | {day/month/year} |
| Country of Citizenship/Residence | |

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

Employment record relevant to the assignment: {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment. Past employment that is not relevant to the assignment does not need to be included.}

| Period | Employing organization and your title/position. | Country | Summary of activities performed relevant to the Assignment |
|--------------------------|---|---------|--|
| [e.g., May 2005-present] | [e.g., Ministry of, advisor/consultant to...] | | |
| | | | |

Membership in Professional Associations and Publications:

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

Adequacy for the Assignment:

| | |
|--|--|
| 1. Name of assignment or project: | |
| Year: | |
| Location: | |
| Client: | |
| Main project features: | |
| | |
| Position/s held: | |
| Activities performed: | |

| | |
|--|--|
| 2. Name of assignment or project: | |
| Year: | |
| Location: | |
| Client: | |
| Main project features: | |
| | |
| Position/s held: | |
| Activities performed: | |

Add more rows for additional projects / assignments

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

Certification:

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

{ day/month/year }

Name of Expert

Signature

Date

{ day/month/year }

Name of authorized
Representative of the Consultant
(Same who signs the Proposal)

Signature

Date

Form TECH-6(B)

CURRICULUM VITAE (CVs OVERALL PAGE LIMIT- 2 PER CV)

| | |
|---|----------------------|
| Position Title and No. | |
| Name of Expert: | { Insert full name } |
| Date of Birth: | { day/month/year } |
| Country of Citizenship/Residence | |

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

Employment record relevant to the assignment:

| Period | Employing organization and your title/position. | Country | Summary of activities performed relevant to the Assignment |
|--------------------------|---|---------|--|
| [e.g., May 2005-present] | [e.g., Ministry of, advisor/consultant to...] | | |
| | | | |

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

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

Certification:

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

{ day/month/year }

Name of Expert

Signature

Date

{ day/month/year }

Name of authorized
Representative of the Consultant
(Same who signs the Proposal)

Signature

Date

Section 4 - Financial Proposal - Standard Forms

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

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal 2.

| | |
|-------|------------------------------------|
| FIN-1 | Financial Proposal Submission Form |
| FIN-2 | Summary of Costs |
| FIN-3 | Man-month rate |

FORM FIN-1
FINANCIAL PROPOSAL SUBMISSION FORM

{ Location, Date }

To:
Director
Odisha Skill Development Authority (OSDA)
Niyogan Bhawan, Kharvela Nagar, Sriya Square
Bhubaneswar, Odisha, India, Pin: 75100

Dear Sir,

We, the undersigned, offer to act as **Project Management Unit(PMU)for Odisha Skill Development Authority (OSDA)**in accordance with your Request for Proposal dated __ / __ / 2020.

Our attached Financial Proposal is for the amount of {Indicate the corresponding to the amount(s) {Insert amount(s) in words and figures}, *excluding of all taxes in accordance with the ITC & Data Sheet.*

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, i.e. before the date indicated in the Data Sheet.No commissions or gratuities have been or are to be paid by us to agents or any third party relating to this Proposal and Contract execution.

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

In the capacity of: _____

Address: _____

E-mail: _____

FORM FIN-2 SUMMARY OF COSTS (IN INR ONLY)

| Particulars | INR (Figures) | INR (Words) |
|---|---------------|-------------|
| Fee Component for a period of 12 Months (I) | | |
| Overheads and Operational Cost (II) | | |
| Any other Costs (III) | | |
| Financial Proposal (Grand Total = I+II+III) | | |

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

In the capacity of: _____

Address: _____

E-mail: _____

FIN-3 Man-month rate

Man-month rate for the project. Client may use this rate-card for chargeable change request or for any other consulting / advisory work that can be delivered by the PMU. This rate-card will be valid for the entire period of the 12 months and will have 5 % price escalation year on year during the contract period.

| Profiles | Per Man / Person Month (INR) |
|--|------------------------------|
| Team Leader | |
| CPMU Manager | |
| Manager Social Mobilization and Grievance Redressal | |
| Manager MIS and M&E | |
| Manager – Training Partner Management, Placements and Industry Linkage | |
| Skill Development Expert | |
| District Coordinator | |

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

In the capacity of: _____

Address: _____

E-mail: _____

Section 5. Terms of Reference (TOR)

Project Management Unit (PMU) for Odisha Skill Development Authority (OSDA)

Odisha Skill Development Authority (OSDA) has been established to guide, implement, coordinate and oversee all skill development programs in the state. OSDA works with an overarching mission to bring transformative human development through skilling of youth and making **Skilled-in-Odisha** a Global Brand.

OSDA is working relentlessly towards Government of Odisha's highest priority i.e. skill development in the State. OSDA seeks to ensure quality skill training standards and aims at sustained employability of trained youth, with an objective to provide outstanding skilled workforce comparable to the best in the world.

I. Existing Skill development Schemes in Odisha:

- **Chief Minister's Employment Generation Programme (CMEGP):** Government of Odisha had launched the Chief Minister's Employment Generation Programme (CMEGP) in 2014 – 15. The objective behind this Programme is to provide employable skill training to **150 youth from each Gram Panchayat** for improving employability.

Towards this, various Departments of the Government have implemented their own schemes meant for their target group while dovetailing assistance from all Central and State sector schemes. 11.51 Lakh youth have been covered under this scheme since its inception in 2014-15.

- **Placement Linked Training Programme (PLTP):** PLTP was launched in 2011-12 and is implemented by OSDA through reputed Training Partners of the State. The training programmes are third-party assessment based and successful trainees are awarded **NCVT/SSC certificates**. Approximately 90,865 candidates have benefited from this scheme.
- **Pradhan Mantri Kaushal Vikas Yojana (PMKVY 2.0):** PMKVY is the flagship programme of Ministry of Skill Development & Entrepreneurship (MSDE). Under Centrally Sponsored and State Management Component (CSSM) of PMKVY, the State has been given a target of skilling 58,046 youth for three years (2017-18 to 2019-20). To achieve the target, OSDA has empanelled 45 Training Partners and the training has commenced from February, 2018. So far 8416 youth have been trained.

Apart from the above mentioned schemes, OSDA is extending financial support to various implementing Departments for conducting skill development training programme in their sectors for their respective target groups. The following proposals were sanctioned in 2017:

- **Tourism Department:** Skill training for 6200 youth in the tourism and hospitality sector has been sanctioned in 2017-18 and the same is continuing.
- **Commerce & Transport Department:** LMV driving training for 7,500 youth belonging to BPL/SC/ST/Women candidates, HMV Driving Training for 100 LMV Drivers through HMV DTI, Chhatia, Jajpur, HMV Driving Training of 30 days duration for 2000 LMV drivers through 22 empanelled Pvt. DTIs of the state, and LMV Driving training to 400 unemployed youth of BPL(ration Card holders)/SC/ST/Women category through HMV DTI, Chhatia have been sanctioned in 2019-20

Further, OSDA is engaged in conducting regular Job Fairs and recruitment rallies for defence forces. OSDA is also setting up 32 Skill Development Centres, one in each district and two additional SDCs at Begunia in Khurda and Pallhara in Angul Districts and 38 Skill Development Extension Centres in the campus of Government ITIs and Polytechnics with one time capital support of Rupees 75 Lakhs per Centre for providing infrastructure support to the Project Implementing Agencies for conducting skill training.

OSDA and ITE Education Services (ITEES), Singapore have signed a MoU to collaborate for Vocational and Skill Development in the State of Odisha. The MoU is a landmark initiative to facilitate and transform the skill development ecosystem in the State. As part of the collaboration, ITEES has agreed to share its experience in Technical and Vocational Education Training (TVET), and to provide requisite technical support to OSDA in raising the quality of skill development and vocational training.

II. Activities to be carried out by the PMU

The List of activities to be carried out by the PMU is provided below:

- Deployment of team at Centre, at State and at District levels as follows:

| Profiles | Deployment | Nos. |
|--|---|------|
| CPMU Manager (Centre) | 50 % Time Deployment at OSDA, Bhubaneswar | 1 |
| Team Leader (State) | Full Time Deployment at OSDA, Bhubaneswar | 1 |
| Manager Social Mobilization and Grievance Redressal (State) | Full Time Deployment at OSDA, Bhubaneswar | 1 |
| Manager MIS and M&E (State) | Full Time Deployment at OSDA, Bhubaneswar | 2 |
| Manager – Training Partner Management, Placements and Industry Linkage (State) | Full Time Deployment at OSDA, Bhubaneswar | 2 |
| Skill Development Experts(State) | Full Time Deployment at OSDA, Bhubaneswar | 2 |

| Profiles | Deployment | Nos. |
|---------------------------------|-----------------------------------|------|
| District Coordinators(District) | Full Time Deployment at Districts | 30 |

- District wise Skill Gap and Infrastructure Study: PMU shall carry out an in depth **district wise Skill Gap and Infrastructure Study** which would enable planning for specific sector wise target setting, district wise target setting, ascertain industry requirements, map aspirations of targeted groups, ascertain training infrastructure availability etc.
- District Level Plans: Based on the Skill Gap Study, the PMU shall prepare District Level Plans pertaining to Skill Development for each district of the State. It should clearly have targets, sectors, training center plans.
- Impact Assessment Studies: PMU shall carry out **Impact Assessment Studies** of beneficiaries of skill development programmes implemented in the State of Odisha.
- **Study the IT Portal of OSDA:** OSDA already has an IT portal in place. But it intends to upgrade the same to cover the entire value chain of skill development of all schemes in the state; Registration, Enrolment, Attendance monitoring, Assessment, Placement, Post Placement Tracking, TP Lifecycle Management, Payment Gateway, Integration with Central Portals like SMART, SDMS etc. PMU to study the same and provide strategic guidance on upgradation of the IT Portal.
- PMU shall facilitate Workshops with support from Central Agencies like NSDC, SSCs etc. in terms of Technical Resource Persons
- Facilitate OSDA to develop in house capacity to support Departments engaged in Skill development to align their Courses to NSQF
- Facilitate OSDA for development of short, medium and long term courses which are relevant to the State and align the same to NSQF standards
- Devise Mechanisms so that OSDA is able to carry out **Interest Assessment Tests** of targeted beneficiaries so as to ascertain the interest, aptitude and attitude towards attending skill training program in specific trades, willingness to get placed etc. This will ensure that once a candidate is on board for a training program, there are minimal chances of dropping out.
- Facilitate OSDA to engage right agencies for development of **sectorial AVs / Videos** showcasing the Job Roles, opportunities post training, benefits of employment etc.
- Assist OSDA in conducting sectorial roadshows at major cities like Delhi NCR, Mumbai, Bengaluru etc. to engage with Industries to promote placements of candidates getting trained in Odisha
- Assist OSDA in on boarding industries as Preferred Employment Partners / Training Partners
- Assist OSDA in on boarding placement agencies as Employment Partners / Training Partners
- Assist OSDA in implementation of NAPS
- Assist OSDA in **organizing district wise / cluster wise Industries' Seminars / Workshops** in consultation with MSME and Industries Department, Government of Odisha and local Industry Associations. The objective of these Seminars would be to create a platform for MSME / Local Industry / Local entrepreneurs to:
 - Employ skill trained youth from the respective districts / regions
 - Motivate eligible youth of the district to take up skill training

- Partner with OSDA in skilling the youth of Odisha
- Assist OSDA to identify vulnerable groups within the State so as to focus on Improving Access and Completion of Skill Training

III. Payment Terms

OSDA will make quarterly payments to the PMU. The PMU will engage in an inception and design phase. This will include an as-is assessment of the current capacity of the OSDA and prioritize interventions in the State. The PMU and the OSDA will in consultation develop an action plan for the assignment, with quarterly deliverables. The payment to the PMU will be made against the achievement of these deliverables. Some of the Deliverables identified include the following:

| Payment Milestones | Payment % |
|---|------------------|
| Quarter 1: Team Deployment | 12.5 |
| Quarter 1: Submission of the inception report and quarterly action plans | 12.5 |
| Achievement of Quarter 2 Milestones | 25 |
| Achievement of Quarter 3 Milestones | 25 |
| Achievement of Quarter 4 Milestones | 25 |

The payments will be output based and dependent on the submission of the deliverables by the PMU. PMU will follow a quarterly invoicing process. All the deliverables for the quarter will be submitted as per the timelines as per the mutually agreed timelines during the project inception stage. The consolidated quarterly invoice will be generated and submitted on the last working day of the quarter to the OSDA.

The invoice shall be made on the basis of the financial proposal submitted. No payments shall be made beyond the submitted proposal. Deductions shall be made according to the various provisions mentioned in this RFP. The deliverables & the quarterly invoice will be assessed and if there is no objection in terms of performance, deliverable or invoice value, is raised in 15 days from the invoice date by the OSDA, the invoice and the deliverables will be deemed accepted by the OSDA, and will be good for payment. OSDA will then pay to PMU in next 15 days.

AppendixA – Format for Performance Bank Guarantee

PERFORMANCE BANK GUARANTEE

To
Director,
Odisha Skill Development Authority (OSDA)
Bhubaneswar, Odisha

WHEREAS (*name of the organisation, registered / incorporated as, registered office address, corporate office address*) has submitted the proposal in response to the RFP No. 192 dated 13.1.2020, for engagement of Project Management Unit for Odisha Skill Development Authority (OSDA);

AND WHEREAS it has been stipulated by OSDA in the RFP that the Bidder shall furnish a Bank Guarantee by a Scheduled Commercial Bank in India, for the sum of Rs./- **[Rupees]** specified therein as **Performance Bank Guarantee**;

AND WHEREAS we have agreed to give the Bidder such a Bank Guarantee;
NOW THEREOF we,Bank, with registered office at....., (hereinafter referred to as Bank) at the request of the bidder, do hereby affirm that we are the Guarantor and responsible to you, on behalf of the Bidder up to a total of Rs./- **[Rupees]**, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of Rs./- **[Rupees]**, as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

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

We further agree that no change or addition to or other modification of the terms of the RFP or the bid submitted by the bidder, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

The liability of the Bank under this Guarantee shall not be affected by any change in the constitution of the Bidder or of the Bank nor shall it be affected by any change in constitution of OSDA.

This Bank Guarantee shall come into force from the date of its execution and shall not be revoked by us any time during its currency without OSDA's previous consent in writing.

Notwithstanding anything contained herein before, our liability under this guarantee is restricted to Rs./- **[Rupees]** and the guarantee shall remain valid till ___ / ___ / 20__

Unless a claim or a demand or a request for extension in writing is made upon us on or before ____ / ____ / ____ all our liability under this guarantee shall cease. This guarantee shall be extendable, if required.

| | |
|-------------------------------------|--------------------------------|
| Signature and Seal of the Guarantor | In presence of |
| Name: Designation: | 1. Name: Occupation: |
| Name of the Bank: | |
| Address: | 2. Name: Occupation: |
| Date: | |
| Place | |
| Common Seal of the Bank | |

Appendix B – Format for EMD Bank Guarantee

To
Director,
Odisha Skill Development Authority (OSDA)
Bhubaneswar, Odisha

WHEREAS (*name of the organisation, registered / incorporated as, registered office address, corporate office address*) has submitted the proposal in response to the RFP No. 192 dated 13.1.2020, for engagement of Project Management Unit for Odisha Skill Development Authority (OSDA);

AND WHEREAS it has been stipulated by OSDA in the RFP that the Bidder shall furnish a Bank Guarantee by a Scheduled Commercial Bank in India, for the sum of Rs. 5,00,000/- [**Rupees Five Lakhs only**] specified therein as **Earnest Money Deposit**;

AND WHEREAS we have agreed to give the Bidder such a Bank Guarantee;

NOW THEREOF we,Bank, with registered office at....., (hereinafter referred to as Bank) at the request of the bidder, do hereby affirm that we are the Guarantor and responsible to you, on behalf of the Bidder up to a total of **Rs. 5,00,000/- [Rupees Five Lakhs only]**, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of **Rs. 5,00,000/- [Rupees Five Lakhs only]**, as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

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

We further agree that no change or addition to or other modification of the terms of the RFP or the bid submitted by the bidder, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

The liability of the Bank under this Guarantee shall not be affected by any change in the constitution of the Bidder or of the Bank nor shall it be affected by any change in constitution of OSDA.

This Bank Guarantee shall come into force from the date of its execution and shall not be revoked by us any time during its currency without OSDA's previous consent in writing.

Notwithstanding anything contained herein before, our liability under this guarantee is restricted to **Rs.5,00,000/- [Rupees Five Lakhs only]** and the guarantee shall remain valid till ___ / ___ / 20__ (6 months from the last date of submission of Technical proposal)

Unless a claim or a demand or a request for extension in writing is made upon us on or before ____ / ____ / ____ all our liability under this guarantee shall cease. This guarantee shall be extendable, if required.

| | |
|-------------------------------------|--------------------------------|
| Signature and Seal of the Guarantor | In presence of |
| Name: Designation: | 1. Name: Occupation: |
| Name of the Bank: | |
| Address: | 2. Name: Occupation: |
| Date: | |
| Place | |
| Common Seal of the Bank | |