

NOTICE INVITING REQUEST FOR PROPOSAL (RFP)

FOR

Selection of Project Management Unit (PMU) for MGNREGS under
Odisha State Forest Department,
Government of Odisha

NIT NO:03/APCCF (PPA)

DATE: 06/09/2021

Issuer:

Principal Chief Conservator of Forests & Head of Forest Force
Aranya Bhawan, Chandrasekharapur, Bhubaneswar- 751023

Phone: 0674-2302036

Email: pccfodisha@gmail.com

Website: www.odishaforest.in

Address for Communication & Submission of Sealed Tender Documents:

Office of Principal Chief Conservator of Forests & Head of Forest Force Odisha

Aranya Bhawan, Chandrasekharapur, Bhubaneswar - 751023

Phone: 0674-2302036

Email: affn.pccfodisha@gmail.com

Odisha State Forest Department, Government of Odisha

AranyaBhawan, GD-2/12, Chandrasekharpur, Bhubaneswar, Odisha - 751 023

Notice Inviting RFP for Selection of Project Management Unit (PMU) for Odisha State Forest Department

No. 03/APCCF(PPA) Dated:06/09/2021

Principal Chief Conservator of Forests (PCCF) & Head of Forest Force (HoFF), Bhubaneswar, Government of Odisha, invites Technical and Financial Proposals from agencies of national repute for Selection of Project Management Unit (PMU) for MGNREGS under Odisha State Forest Department, as specified in this RFP Document

The RFP document can be downloaded from website of PCCF &HoFF, Odisha www.odishaforest.in, with effect from 06/09/2021 and response to this tender shall be deemed to have been done after careful study and examination of this document with full understanding of its implications.

Interested agencies are requested to submit the details to the under signed as per the schedule indicated in the Fact Sheet, by post (Registered/ Speed) or by hand at the office of **The Principal Chief Conservator of Forests & Head of Forest Force, Aranya Bhawan, GD-2/12, Chandrasekharpur, Bhubaneswar, Odisha- 751023**. Based on the eligibility criteria as mentioned in the RFP, the applicant agency will be selected. State Authority reserve sits right to cancel/ modify this tender at any stage without assigning any reason thereof.

For any further clarifications, please contact the office of The Principal Chief Conservator of Forests & Head of Forest Force, Government of Odisha through email at affn.pccfodisha@gmail.com.

Sd/-

Principal Chief Conservator of Forests &Head of Forest Force
Odisha

DISCLAIMER

The information contained in this Request for Proposal (herein after referred to either as “TENDER”) document provided to the Bidders, by the Odisha State Forest Department, Government of Odisha, Bhubaneswar, here in after referred to as Odisha Forest Department, or any of their employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this TENDER document and all other terms and conditions subject to which such information is provided.

The purpose of this TENDER document is to provide the Bidder(s) with information for evaluation of projects undertaken Odisha State Forest Department, Government of Odisha, Bhubaneswar. This TENDER document does not purport to contain all the information each Bidder may require.

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

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

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

FACT SHEET

Sl. No	Milestone	Date
1.	Request for Proposal (RFP) document made available to the applicants	06 /09/2021
2.	Last date for receiving queries	14/09/2021 17:00 hours by mail only
3.	Response to queries	18/09/2021
4.	Last date for receipt of Technical and Financial proposals (Sealed Envelope)	27/09/2021 up to 16:00 hours
5.	Opening of Technical proposals	27/09/2021 at 16:30 hours
6.	Technical Presentation	To be intimated subsequently
7.	Opening of Financial proposals of applicants who qualify pre-qualification (technical) criteria	To be intimated subsequently
8.	Earnest Money Deposit (EMD) (Demand Draft)	-NIL- *
9.	Performance Bank Guarantee	5% of Total Professional Fee
10.	Method of Selection	QCBS 80:20
11.	Contact Details	Office of The Principal Chief Conservator of Forest, Head of Forest Force, Aranya Bhawan, Bhubaneswar-751023, Odisha

Note:

1. PCCF &HoFF, Odisha reserves the right to cancel or amend the Tender and/or scope & other terms and condition of this tender document. Please visit the website mentioned in the RFP document regularly from time to time for the same.
2. Proposals must be submitted before the date, time and venue mentioned in the Fact Sheet. Proposals that are received after the deadline will not be considered. **Proposal in soft format shall not be entertained.**
3. * Exempted from Submission of EMD. Bid Security Declaration should be submitted in lieu of EMD as per O.M No 8943/F-FIN-COD-MISC-0007-2019 dated 18.03.2021 of Finance Department, Govt of Odisha. Ref <https://finance.odisha.gov.in/sites/default/files/2021-03/8943.pdf>

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1. Background:

As part of the convergence initiative, Odisha State Forest department is implementing Mahatma Gandhi National Rural Employment Guarantee Scheme (MGNREGS). The scheme has been developed to reduce rural poverty through 100 days of guaranteed employment for each family per year. The main objectives of this scheme are: (1) social protection (2) the creation of durable assets such as water security, afforestation activities, soil moisture conservation measures, land productivity, etc. through manual labourers. The scheme has been instrumental in not only providing employment for people but also in creation of assets in rural areas.

2. The objective of the Proposal

The Odisha State Forest Department is implementing projects for development and conservation of forests from funds available under Mahatma Gandhi National Rural Employment Guarantee Scheme (MGNREGS). The projects include Plantations & Nurseries, Soil Moisture Conservation Works, forest protection trench, SSO Timber, construction of forest road & Other works under the MGNREGS programme. The generation of high employment opportunities under MGNREGS would cater to a large number of people living around forests as well as migrant labourers apart from restoration of forests, eco-system & bio-diversity.

For effective planning and monitoring of these ongoing activities, there is a need to establish a unit at the State level under Odisha State Forest Department. The proposal aims to establish a Programme Management Unit (PMU) for increasing the effectiveness and efficiency of the Odisha State Forest Department in implementation and utilization of funds under MGNREGS. The PMU will regularly track the progress of the activities planned under department under convergence mode as per the quality norms prescribed by the department by the department as well as under MGNREGS. The detailed scope of work for the PMU is as follows.

3. Scope of Work

The proposed PMU would broadly focus on addressing the challenges faced in the following areas:

1. Management Support

- Management support for overall project implementation in compliance with the Manual of Procedures and Workplan
- Undertake the baseline study to identify the key gaps in the existing structure and function. The as-is study will include but not limited to the following components:
 - Review existing initiatives with regards to their relevance going forward
 - Review the current data on beneficiary grievances to identify key pain points
 - Assessment of key assets, operations, and challenges
 - Identification of data sources for market intelligence & analytics

- Assessment of available data quality
- Benchmarking exercise to identify relevant good practices / best practices adoption of other states and countries
- Development of guidelines for APO preparation/Shelf of projects
- APO//Shelf of projects appraisal and analysis
- Preparation of perspective plan for the different schemes under forest department which can be dovetailed with MGNREGS
- Identification of gaps for support through MGNREGS funds and conversion into plans
- Developing a dedicated Convergence strategy to systematically leverage resources and technical support from other departments and schemes for planning and implementation of micro-plans
- Develop a Cluster Development Strategy for maximizing the outcomes under MGNREGS
- Facilitate the procurement process for onboarding various agencies
- Planning and conducting orientation programs for DFOs and field staff to equip them to critique and support the micro plan activities in their respective divisions

2. Monitoring Evaluation & MIS

- Design of Key Performance Indicators (KPIs) and project lifecycle approach, especially for projects which would spill over for more than one year
- Development of Standard operating protocols for concurrent monitoring systems
- Providing technical assistance for creating an excel based monitoring dashboard with select performance indicators that can be accessed by concerned authorities
- Data analysis and reporting to ensure the objective of the project is aligned
- Output and outcome analysis, documentation of success stories
- Integration of implemented works with GIS tools
- Conduct a prioritization/review workshop with relevant stakeholders
- Preparation and submission of quarterly, biannual, and annual progress reports
- Prepare project closure reports
- Support of MIS for Other Wings of Forest Department such as CAMPA Wing, Nodal Wing etc. may be required.

3. Infrastructure development

- Evaluate the proposal submitted by DFOs for the infrastructure development
- Recommendation of the suitable projects
- Preparation of estimates of projects
- Estimate the project cost as per Odisha schedule rate and minimum knowledge of codes of OPWD & civil construction codes
- Monitor the progress of the construction work in compliance with approved estimates

- Assess the value of works done for the release of funds to the implementing agency
- Prioritize projects based on the fund availability and need of the project

4. Soil & Moisture Conservation

- Water-focused planning approach based on sound hydrological principles with its focus on the principles of conserving, provisioning, using, and managing water for increased pasture development
- Coordinate with agencies preparing digital Forest Land Resource Inventory
- Capacity building of the field level staff like the Beat guard and Forest guard in a scientific approach for carrying out Soil Moisture Conservation related surveys
- Handholding support to the Divisional and Range level staff in preparation of plans
- Facilitating in preparation of a plan for each location with planned watershed interventions
- Monitoring of project activities, including baseline surveys, input and output monitoring, process monitoring, impact assessments, acquisition of necessary remote sensing images, and case studies to guide project implementation.
- Coordinating for conducting quarterly rounds of process monitoring, generation of input-output monitoring reports, thematic studies, pathway analysis, and such others.
- Facilitate conducting of impact assessment studies including baseline, mid-line, and end-line assessment to measure project impact on the ground
- Support in identifying and promoting trees/ vegetation for enhancing the soil moisture in a particular ecosystem
- Facilitate strategic decision making for enhancing the in-situ water conservation in the forests through several technical/ forestry/ hydrological principles

5. Knowledge Management

- Aggregation of knowledge in the department for supporting the implementation of MGNREGS project
- Digitization support for converting key knowledge products to increase access
- Integration of knowledge with training and mentoring
- Framework to capture concurrent knowledge created
- Documentation of best practices for future reference and training purpose

4. Period of Contract

The selected Agency will establish and run the Programme Management Unit (PMU) for 2 (two) years from the date of signing the agreement, which can be extended by a maximum period of 3 years on year to year basis based on satisfactory performance as determined by the PCCF & HoFF, Odisha, subject to the requirement.

5. Pre-qualification Criteria

Eligibility requirements for the Agency:

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

Conditions of Eligibility			
SI No	Basic Requirement	Specific Requirement	Documents Required
1.	Legal Entity	Applicants eligible for participating in the assignment should be a single entity and a Limited/Private Limited registered in India under the Companies Act 1956 or partnership firm registered under the relevant and prevailing law relating to partnership in India and should be in operations in India for minimum of 10 years	<ul style="list-style-type: none">• Certificate of incorporation• Registration Certificate• GST Registration• PAN Number of the Agency
2.	Applicant Turnover	The Applicant should have a minimum average annual turnover from Consultancy / Advisory Services of INR 50 Crores from Indian Operations over the last three Financial Years i.e. FY 2017-18, FY 2018-19, and FY 2019-20 and shall have positive net-worth in the last three years	Audited Balance Sheet & Profit & Loss Statements And Certificate from Statutory Auditors/Chartered Accountant
3.	Capacity	The Applicant Agency must have at least 50 full-time professionals on its roll as of 31st March 2021	Certificate duly attested by Authorized signatory of the Company
4.	Earnest Money Deposit (EMD)	NIL	NA*
5.	Applicant's Experience	The applicant must have experience of 5 projects providing consultancy services for PMUs with Authorities /bodies at the National /State level in the last five years of project fees of more than INR 50 lakhs in Forestry/ Agri/ Livelihood/ Skill/ Environment / Natural Resources Management/ Social projects.	The Applicant is required to submit proof of engagement such as MoU/ Work Order/ Engagement Letter / LoA/ Completion Certificate etc
6.	Authorized Representative	A Power of Attorney/Board Resolution in the name of the	Original Power of Attorney/Board Resolution

Conditions of Eligibility			
SI No	Basic Requirement	Specific Requirement	Documents Required
	from Applicant	person signing the proposal	Copy

*As per Finance Department O.M No 8943/F-FIN-COD-MISC-0007-2019 dated 18.03.2021

6. Instructions to Applicant

6.1 General Conditions

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

6.2 General Conditions

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

- a) **“Applicant”** means Agency which submits proposal in response to this Request for Proposal document **“Consultant” or “Advisor”** means the Agency, selected through competitive process in pursuance of this RFP, for providing the services under the Contract
- b) **PCCF & HoFF, Odisha** means Principal Chief Conservator of Forests & Head of Forest Force, Government of Odisha.
- c) **“Contract”** means the Contract entered into by the parties for evaluation of projects undertaken by Odisha State Forest Department, Government of Odisha
- d) **“Personnel”** means professional and support staff provided by the Consultant/ Advisor to perform Services to execute the assignment and any part thereof
- e) **“Proposal”** means proposal submitted by Applicants in response to the RFP issued by the PCCF & HoFF, Odisha, Government of Odisha for selection of Consultant
- f) **“Services”** means the work to be performed by the third-party agency pursuant to this RFP and to the Contract to be signed by the parties in pursuance of any specific assignment awarded by PCCF & HoFF, Odisha.

6.3 Compliance / Completeness of Response

- a) Applicants are advised to study all instructions, forms, terms, requirements, appendices and other information in the RFP documents carefully. Submission of the Proposal shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.

- b) Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Applicants must:
 - a. Comply with all requirements as set out within this RFP.
 - b. Submit the forms as specified in this RFP and respond to each element in the order as set out in this RFP.
 - c. Include all supporting documentations specified in this RFP.
- c) The Proposals must be complete in all respects, Indexed and Hard Bound. The page numbers must be clearly marked on each page and cross reference be indicated on the Index Page.

6.4 Applicant Clarifications

6.4.1 Queries

- a) PCCF & HoFF, Odisha shall invite proposals from Agencies as per the details mentioned in the Fact Sheet of this document
- b) The Applicants will have to ensure that their queries should reach to PCCF & HoFF, Odisha, Bhubaneswar, through Email at address affn.pccfodisha@gmail.com, on or before last date of receiving queries as mentioned in Fact Sheet of this document through the e-mail of only authorized representative of the Applicant. It should be clearly mentioned in the Subject of email that mail is for seeking clarifications on RFP. The queries should necessarily be submitted in the following format:

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

- c) PCCF & HoFF, Odisha shall not be responsible for ensuring that the Applicant's queries have been received by them. Any requests for clarifications after the indicated date and time shall not be entertained by Odisha State Forest Department, Bhubaneswar, Odisha.
- d) The purpose of query clarification is to provide the Applicants with information regarding the RFP, project requirements, and opportunity to seek clarification regarding any aspect of the RFP and the project. However, PCCF & HoFF, Odisha reserves the right to hold or re-schedule the process.

6.4.2 Responses to Queries and Issue of Corrigendum

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

6.5 Key Requirements of the Bid

6.5.1 Rights to terminate the process

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

6.5.2 Earnest Money Deposit

Exempted from Submission of EMD. Bid Security Declaration should be submitted in lieu of EMD as per O.M No 8943/F-FIN-COD-MISC-0007-2019 dated 18.03.2021 of Finance Department, Govt of Odisha. Ref <https://finance.odisha.gov.in/sites/default/files/2021-03/8943.pdf>

6.5.3 Submission of Responses

a) Technical Proposal (containing)

- i. Power of Attorney
- ii. Cover letter and response to Pre-qualification Criteria mentioned in Section 5 (in a separate sealed envelope)
- iii. Technical proposal as per technical evaluation criteria mentioned in Section 8 with supporting documents (in a separate sealed envelope. On the envelope, it should be clearly mentioned Technical Proposal for Selection of Project Management Unit (PMU) for Odisha State Forest Department, Government of Odisha)

b) Financial Proposal (containing)

- i. Cover Letter
- ii. Financial Proposal Annexure-VII in separate sealed Envelope. On the envelope it should be clearly mentioned Financial Proposal for Selection of Project Management Unit (PMU) for Odisha State Forest Department, Government of Odisha.

6.5.4 Authentication of Proposals

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

6.6 Preparation and Submission of Proposal

6.6.1 Proposal Preparation Costs

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

6.6.2 Language

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

6.6.3 Late Proposals

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

6.7 Evaluation Process

- a) PCCF &HoFF, Odisha Bhubaneswar will constitute a Proposal Evaluation Committee to evaluate the responses of the Applicants. (PEC)
- b) The Proposal Evaluation Committee constituted by the PCCF &HoFF, Odisha shall evaluate the responses to the RFP and all supporting documents/ documentary evidence. Inability to submit requisite supporting documents/ documentary evidence, may lead to rejection.

- c) The decision of the Proposal Evaluation Committee (PEC) in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of evaluation with the Committee.
- d) The Proposal Evaluation Committee may ask for meetings with the Applicants or may call for any information relating to technical details through mail to seek clarifications on their Proposals.
- e) The Proposal Evaluation Committee reserves the right to reject any or all Proposals on the basis of any deviations.
- f) Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP under the Evaluation and Selection section.

6.7.1 Tender Opening

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

6.7.2 Proposal Validity

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

6.7.3 Proposal Evaluation

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

6.8 Modification and withdrawal of Proposals

- a) The Applicant is allowed to modify or withdraw its submitted Proposal any time prior to the last date prescribed for receipt of Proposals, by giving a written notice to PCCF &HoFF, Odisha.
- b) Subsequent to the last date for receipt of Proposals, no modification of bids shall be allowed.
- c) The Applicants cannot withdraw the Proposal in the interval between the last date for receipt of Proposal and the expiry of the Proposal validity period specified in the Proposal.

6.9 Proposal Forms

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

6.10 Local Conditions

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

6.11 Contacting the State Authority, Forest Department, Odisha, Bhubaneswar or any of the bodies related to Forest Department

Any effort by an Applicant to influence the Proposal evaluation, Proposal comparison or Contract award decisions may result in the rejection of the Proposal.

Applicant shall not approach officers after office hours and/ or outside office premises, from the time of the Proposal opening till the time the Contract is awarded.

6.12 Tentative Schedule of Events

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

6.13 Opening of Proposal

First, The Technical cover will be opened on date mentioned in fact sheet. The Financial Proposal of the technically qualified applicants will be opened subsequently; date of opening of the financial bids will be intimated to the qualified Bidders. The Evaluation Committee or its authorized representative will open the Proposals.

6.14 Deciding Award of Contract

- a) The PCCF & HoFF, Odisha reserves the right to ask for a technical elaboration/clarification from the Applicant on the already submitted Technical Proposal at any point of time before opening the Financial Proposal.
- b) The Applicant's name, the Proposal Price, the total amount of each Proposal and other such details, will be announced and recorded at the opening of Proposal.
- c) Before opening Financial proposal the technical score will be announced and then Financial bid shall be opened. Bidder obtaining Highest combined score shall be the successful bidder
- d) After acceptance of LoA, Performance Security shall be deposited as specified in this document for signing an Agreement with PCCF & HoFF, Odisha or officer authorised.

e) Special Condition for Awarding the Agreement:

- i. PCCF & HoFF, Odisha or his authorized representative will sign the Agreement with successful Applicant for a period as mentioned in Duration of Contract in the document.
- ii. PCCF & HoFF, Odisha may extend the Agreement for a time period beyond what has been specified in Duration of Contract in the document.
- iii. PCCF & HoFF, Odisha will also have the right to provide extension/ increase in the scope of work as per the mutually agreed terms and conditions between both the parties.
- iv. PCCF & HoFF, Odisha will have the right to ask for additional Team members beyond what has been specified in this RFP, with additional agreeable cost.

6.15 Confidentiality

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

6.16 Publicity

Any publicity by the Applicant containing the name of Odisha State Forest Department should be done only with the explicit written permission from PCCF &HoFF, Odisha.

6.17 Execution of the Agreement

After acknowledgement of the LoA by the selected Applicant, a performance guarantee of 5% of Total Professional Fee has to deposit in the form of Bank Guarantee of any nationalised/ scheduled bank. The performance guarantee shall be valid for period of 2 months beyond the duration of Contract as specified in the RFP document. The Consultant/ Advisor shall sign the Agreement with-in 21 days from the issue of LoA. Agreement is mutually extendable post the completion of the initial term.

6.18 Performance Guarantee

The successful Applicant firm shall furnish the Performance Guarantee as stipulated in the format mentioned at Annexure- X

6.19 Duration of Contract

The assignment of the work shall be valid for a period of 12 months which may be extended to another four years based on satisfactory performance as determined by the PCCF &HoFF, Odisha, subject to the requirement.

6.20 Terms and Conditions: Applicable Post Award of Contract

6.20.1 Termination Clause

6.20.1.1 Termination for Default

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

- i. If the selected Applicant fails to deliver any or all quantities of the Service within the time period specified in the Contract, or any extension thereof granted by ; or
- ii. If the selected Applicant fails to perform any other obligation under the Contract within the specified period of delivery of service or any extension granted thereof; or
- iii. If the selected Applicant, in the judgment of PCCF &HoFF, Odisha, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract.
- iv. If the selected Applicant commits breach of any condition of the Contract

If PCCF &HoFF, Odisha terminates the Contract in whole or in part on above ground, amount of Performance Guarantee may be forfeited.

6.20.1.2 Termination for Insolvency

PCCF &HoFF, Odisha may at any time terminate the Contract by giving a written notice of at least 30 days to the selected Applicant, if the selected Applicant becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the selected Applicant, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to Odisha State Forest Department.

6.20.1.3 Termination for Convenience

- a) Odisha State Forest Department, Bhubaneswar by a written notice of at least 30 days sent to the selected Applicant, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for PCCF &HoFF, Odisha's convenience, the extent to which performance of the selected Applicant under the Contract is terminated, and the date upon which such termination becomes effective.
- b) In such case, PCCF &HoFF, Odisha will pay for all the pending invoices as well as the work done till that date by the Consultant.
- c) Limitation of Liability- In no event shall either party be liable for consequential, incidental, indirect, or punitive loss, damage or expenses (including lost profits). The selected Applicant shall not be liable to the other hereunder or in relation hereto (whether in contract, tort, strict liability or otherwise) for more than the value of the fees to be paid (including any amounts invoiced but not yet paid) under this Agreement.

6.20.1.4 Termination by the selected Applicant

The selected Applicant may, by not less than 60 days written notice to PCCF &HoFF, Odisha, such notice to be given after the occurrence of any of the events, terminate this Agreement if:

- a) PCCF & HoFF, Odisha is in material breach of its obligations pursuant to this Agreement and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently agreed in writing) following the receipt by the of the selected Applicant 's notice specifying such breach
- b) PCCF & HoFF, Odisha, fails to comply with any final decision reached as a result of the Dispute Resolution mechanism/proceedings.
- c) Upon termination of this Agreement all pending payments due till the date of the termination of the Contract will be made by PCCF & HoFF, Odisha to the selected Applicant.

6.20.1.5 Consequences of Termination

- a) In the event of termination of the Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise], PCCF &HoFF, Odisha, shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Vendor shall be obliged to comply with and take all available steps to minimise loss resulting from that termination/

breach, and further allow the next successor Vendor to take over the obligations of the erstwhile Vendor in relation to the execution/ continued execution of the scope of the Contract.

- b) Nothing herein shall restrict the right of PCCF &HoFF, Odisha to invoke guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/ or remedies that may be available to the under law or otherwise.
- c) The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or byimplication intended to come into or continue in force on or after such termination.

6.20.2 Dispute Resolution Mechanism

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

6.20.3 Notices

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

6.20.4 Force Majeure

Force Majeure is herein defined as any cause, which is beyond the control of the selected Applicant or PCCF &HoFF, Odisha as the case may be which they could notforesee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the Contract, such as:

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

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

Force Majeure shall not include any events caused due to acts/ omissions of such Party or result from a breach/ contravention of any of the terms of the Contract, Proposal and/ or the Request for Proposal (RFP). It shall also not include any default on the part of a party due to its negligence or failure to implement the stipulated/ proposed precautions, as were

required to be taken under the Contract. The failure or occurrence of a delay in performance of any of the obligations of either party shall constitute a Force Majeure event only where such failure or delay could not have reasonably been foreseen, or where despite the presence of adequate and stipulated safeguards the failure to perform obligations has occurred. In such an event, the affected party shall inform the other party in writing within five days of the occurrence of such event. PCCF&HoFF, Odisha will make the payments due for Services rendered till the occurrence of Force Majeure. However, any failure or lapse on the part of the Selected Applicant in performing any obligation as is necessary and proper, to negate the damage due to projected force majeure events or to mitigate the damage that may be caused due to the above mentioned events or the failure to provide adequate disaster management/ recovery or any failure in setting up a contingency mechanism would not constitute force majeure, as set out above.

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

6.20.5 Failure to agree with Terms and Conditions of the RFP

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

6.21 Contract Performance Guarantee

- a) Within 21 days after the receipt of LoA from PCCF &HoFF, Odisha, the successful Applicant shall furnish Contract Performance Guarantee to the PCCF &HoFF, Odisha, Bhubaneswar which shall be equal to 5% of Total Professional Fee and shall be in the form of a Bank Guarantee Bond from any Nationalized Bank/ Scheduled bank in the Performa given here-in-after in this document valid for period of 2 months beyond the duration of Contract as specified in the document.
- b) The proceeds of the performance guarantees shall be payable to the PCCF &HoFF, Odisha as compensation for any loss/ penalties resulting from the Selected Applicants failure to complete its obligations under the Contract.
- c) The performance guarantee will be discharged by PCCF &HoFF, Odisha and returned to the Selected Applicant within 60 days following the date of completion of the Selected Applicant's performance obligations, including any warranty obligations under the Contract.

6.22 Statutory Requirements

During the tenure of this Contract, nothing shall be done by the Selected Applicant in contravention of any law, act and/ or rules/ regulations, there-under or any amendment.

6.23 Contract administration

- a) Either party may appoint any individual/ Agency as its authorised representative through a written notice to the other party. Each Representative shall have the authority to:

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

6.24 Right of Monitoring, Inspection and Periodic Audit

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

6.25 Obligations from the department

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

PCCF &HoFF, Odisha shall ensure that timely approval is provided to the selected Applicant, where deemed necessary, related to Services required to be provided as part of the Scope of Work.

6.26 Information Security

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

The Selected Applicant shall not carry and/ or transmit any material, information, layouts, diagrams, storage media or any other goods/ material in physical or electronic form, which are proprietary to or owned by PCCF &HoFF, Odisha, out of premises, without prior written permission from the PCCF &HoFF, Odisha. The Selected Applicant shall, upon termination of this agreement for any reason, or upon demand by PCCF &HoFF, Odisha, whichever is earliest, return any and all information provided to the Selected Applicant, including any copies or reproductions, both hard copy and electronic.

6.27 Indemnity

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

- a) Negligence or wrongful act or omission by the Selected Applicant or its team or any Agency/ Third Party in connection with or incidental to this Contract; or
- b) Any breach of any of the terms the Selected Applicant's Proposal as agreed, the Tender and this Contract by the Selected Applicant, its Team or any Agency/ Third Party.
- c) The indemnity shall be to the extent of Total Professional Fee.

6.28 Prices

Prices quoted must be firm and shall not be subject to any upward revision on any account what-so-ever throughout the period of the engagement of two years. As there is provision for extension up to further 3 years, Escalation will be allowed after two years on year to year at the rate of 5 % annually at the base rate.

6.29 Special Conditions of Contract

6.29.1 Payment Schedule

The payment as specified in financial format Annexure-VIII as submitted by Selected Consultant shall be made monthly at the rate of total fees/12 based on activity report and attendance of experts.

Notes:

- a. Travel, lodging and out of pocket expenses shall be payable as per rate applicable for Grade A officer of Govt of Odisha only for official visit outside Bhubaneswar. No claim shall be considered for local travel within Bhubaneswar.
- b. The 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.

- c. The travel, lodging and other out of pocket expenses will be paid directly to the consultants as per the actuals.

6.30 Continuance of the Contract:

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

6.31 Conflict of interest

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

6.32 Severance

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

6.33 Governing Language

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

6.34 No Claim Certificate

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

6.35 Publicity

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

6.36 General

6.36.1 Relationship between the Parties

Nothing in the Contract constitutes any fiduciary relationship between the PCCF &HoFF, Odisha and Selected Applicant/ Applicant's Team or any relationship of employer employee, principal and agent, or partnership, between the Forest department, Odisha, Bhubaneswar and Selected Applicant.

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

PCCF &HoFF, Odisha will not be under any obligation to the Implementation Consultant's/ Advisor's Team except as agreed under the terms of the Contract.

6.36.2 No Assignment

The Selected Applicant shall not transfer any interest, right, benefit or obligation under the Contract without the prior written consent of the PCCF &HoFF, Odisha.

6.36.3 Survival

The provisions of the clauses of the Contract in relation to documents, data, processes, property, Intellectual Property Rights, indemnity, publicity and confidentiality and ownership survive the expiry or termination of this Contract and in relation to confidentiality, the obligations continue to apply unless notifies the Selected Applicant of its release from those obligations.

6.36.4 Entire Contract

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

6.36.5 Governing Law

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

6.36.6 Jurisdiction of Courts

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

6.36.7 Compliance with Laws

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

6.36.8 Notices A notice means:

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

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

To,

The Principal Chief Conservator of Forests & Head of Forest Force, Odisha, Aranya Bhawan, Chandrasekharapur, Bhubaneswar-23, Odisha

Any Party may change the address to which notices are to be directed, by giving a notice to the other party in the manner specified above. A notice served on a Representative is taken to be notice to that Representative's Party.

6.36.9 Waiver

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

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

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

6.36.10 Modification

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

6.36.11 Taxes

The Applicant shall pay Goods and Service Tax and other applicable taxes, if any, imposed on the Services under this Contract which shall be paid as extra as actuals.

6.36.12 Application

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

6.37 Fraud and Corrupt Practices

6.37.1 Fraud and Corrupt Practices

- a) The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, PCCF & HoFF, Odisha shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the Prohibited Practices) in the Selection Process. In such an event, PCCF & HoFF, Odisha shall, without prejudice to its any other rights or remedies, appropriate the Bid Security or Performance Security, as the case maybe, as mutually agreed genuine pre-estimated compensation and damages payable to PCCF & HoFF, Odisha for, inter alia, time, cost and effort of PCCF & HoFF, Odisha, in regard to the RFP, including consideration and evaluation of such Applicant's Proposal.

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

Human Resource Requirement

(PCCF &HoFF, Odisha will have the right to ask for additional Team members with similar qualifications & experience beyond what has been specified in this table at the rates quoted by the bidder)

Position	No of resource	Qualification & Experience
Team Leader	1	<ul style="list-style-type: none"> • Master's degree in Business Administration/ Forest Management/ or any other relevant discipline from a reputed institute • Experience in the field of project management: 10 years or more • Experience in delivering projects funded by Central or State Government/ CSR fund of companies/Externally aided project • Demonstrable managerial skills, strong analytical and problem-solving skills, and good writing skills • Experience in delivering projects in forestry sector would be an added advantage
M&E and MIS Expert	1	<ul style="list-style-type: none"> • Master's degree in Business Administration/ Forest Management/ BE / BTech / Master's in Computer Application / Other relevant master's degree from a reputed institute. • Experience in the field of MIS work/Monitoring & Evaluation in govt / social projects: 5 years or more • Experience in data analysis and report preparation is preferred
Social Sector Expert	1	<ul style="list-style-type: none"> • Master's degree in Business Administration/ Social Science/ or any other relevant discipline from a reputed institute • Experience in the field of Livelihood/ Skills/Environment/ other related fields in govt /social development projects: 5 years or more • Experience in data analysis and report preparation is preferred
Civil Engineer	1	<ul style="list-style-type: none"> • Civil Engineering / Master's in Architecture / Other relevant master's degree • Experience in the relevant work in Govt projects /social sector: 5 years or more • Experience in preparing estimation of civil projects
Soil & Moisture Conservation Expert	1	<ul style="list-style-type: none"> • Civil Engineering / Postgraduate in Agriculture Engineering / Hydrological Engineering or allied field/ Other relevant master's degree • 5 years of experience in consulting services in Soil Moisture Conservation projects or related projects

7. Evaluation and Selection

Technical Evaluation

Initial Bid scrutiny will be made and incomplete details as given below will be treated as non-responsive if Proposals

- 1) Are not submitted as specified in the RFP document
- 2) Received without the Letter of Authorisation (Power of Attorney)
- 3) Are found with suppression of details
- 4) With incomplete information, subjective, conditional offers and partial offers submitted
- 5) Submitted without the documents requested in the checklist
- 6) Have non-compliance with any of the clauses stipulated in the RFP
- 7) Have a lesser validity period

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

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

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

- Supporting documents should clearly indicate the value of the project and the scope of work/ services should be clearly highlighted.
- In case of Applicant is having Non-Disclosure Agreement (NDA) with their client, no such experience will be counted (if agreement copy is not submitted).
- Applicants failing to comply any of the above then the Bid will be summarily rejected.

Technical Evaluation Criteria

Sl.	Evaluation Criteria	Max. Marks
1.	Experience of Bidder (Details to be provided as per format and Copy of contract/ client letter to be provided for each project furnished)	30
1.1	Experience in establishing Project Management Consultancy (PMC)/ Project Management Unit (PMU)/ Project Implementation Agency (PIA) / Project Implementation Unit (PIU)/ Project Monitoring Unit (PMU) for Natural Resource Management / Forestry/ Livelihood /Skill / Agriculture / Social Project Fees of value greater than Rs. 50 lakhs in last 5 years with any State/Central govt. Departments Each assignment 2 marks, Max-10 marks	10
1.2	Experience in consulting/advisory assignments in the State of Odisha for Government Departments/Agencies of any projects fees of Value greater than Rs. 50 lakhs in the last 5 years Each assignment 2 marks, Max-10 marks	10
1.3	Bidder Average Annual Turnover from Indian operations from consulting in three years - FY17-18, FY 18-19, and FY19-20 (Copy of the audited Profit & Loss or Account/Annual report of the last three financial years, and Chartered Accountant certified Turnover certificate) Scoring: <ul style="list-style-type: none"> • Rs. 50 Cr.: 2 Marks • For every additional 50 Crore 1 Mark each 	10
2	Key Experts' qualifications and competence for the Services: <ul style="list-style-type: none"> • Position K-1: Team Leader-1 no (10 marks) • Position K-4: M&E and MIS Expert -1no (8 marks) • Position K-5: Social Sector Expert -1no (8 marks) • Position K-2: Civil Engineer -1 no (7 Marks) • Position K-3: Soil and Moisture Conservation Expert -1 no (7 marks) 	40

Sl.	Evaluation Criteria	Max. Marks
	<p>The number of marks to be assigned to each Key Expert mentioned above shall be determined considering the following sub-criteria and relevant percentage weights:</p> <ul style="list-style-type: none"> i. General qualifications (general education, training, and experience) 40% ii. Adequacy for the Services (relevant education, training, experience in the sector/similar services) 60% <p>Total weight=100%</p>	
3	<p>Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs)</p> <ul style="list-style-type: none"> i. Understanding of scope - 20% ii. Approach and methodology and its value addition to the ToR – 30% iii. Adequacy of the work plan – 25% iv. Knowledge transfer – 15% v. Organization & Staffing – 10% <p>Total weight=100%</p>	30
Total		100

***The bidder should ensure that all projects listed for point number 1.1 to 1.2 above, should be unique projects and should not be repeated**

. A prospective bidder has to secure 70 marks in the above technical evaluation to become eligible for financial consideration. Bidders who don't get 70 marks will be declared technically ineligible and financial bids will not be opened.

Evaluation of Technical and Financial Score

The formula for determining the technical score is as follows:

$St = (100 \times T / Tm)$, in which St is the normalized technical score, Tm is the highest technical score and T is the technical score of the proposal under consideration.

The formula for determining the financial scores is the following:

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

The weights given to the Technical and Financial Proposals are:

$T = 0.80$; and $P = 0.20$

Bidder scoring HIGHEST Combined score shall be the successful bidder.

8. Annexures

i. Proposal Covering Letter

To,

Principal Chief Conservator of Forests &HoFF

Aranya Bhawan, GD2/12,

Chandrasekharpur, Bhubaneswar

Dear Sir,

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

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

Yours sincerely,

Signature

Full name of signatory

Designation

Name of the Applicant Agency etc

ii. Bidders Profile

Bidders Profile & Eligible experience

1. Name of the Firm:
2. Year of Establishment:
3. Registered address of Office:
4. PAN:
5. GST Registration No
6. Telephone No.&Fax No:
7. E. Mail Address:
8. DetailsofIndividualwhowillserveasthepointofcontact/communicationtoEmployer:
 - a. Name:
 - b. Designation:
 - c. Company:
 - d. Address:
 - e. Telephone No:
 - f. Email Address:
 - g. Fax Number:
9. Particular of Authorised Signatory of Bidder) Name:
 - a. Designation:
 - b. Address:
 - c. Telephone No.:
 - d. Email Address:
 - e. Fax No:
10. Brief description of background of the firm for this assignment.
11. No. of years of proven experience of providing similar services.
12. Average Annual turnover of the Applicant (in INR) during the last three Financial Years. (Please attach copy of three Audited Financial Statements/Certificate from Statutory Auditor/Chartered Accountant)
 - A. 2019-20
 - B. 2018-19
 - C. 2017-18
13. Details of Bid Security Declaration form enclosed:

Signature of Authorized Person and seal Name

and designation

Dated:

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

iii. Format for Professional Experience Citation as per Pre-Qualification Criteria

SL No	Name of Project	Start Date: Completion Date:	Eligible Assignment Name & Brief Description of Deliverables	Name of Employer/ Client, Address & Contact No	Value of the Contract fees above Rs. 50 lakhs only be given	Detail Description of actual Service Provided by the Agency	Name of the Senior Staff (Project Coordinator/Team Leader involved and function Performed)
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							

Name & Signature of Authorised Signatory

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

iv. Format for Professional Experience Citation as per Technical Evaluation Criteria

SL No	Name of Project	Start Date: Completion Date:	Eligible Assignment Name & Brief Description of Deliverables	Name of Employer/ Client, Address & Contact No	Contract Value of the project should be above Rs. 50 lakhs	Detail Description of actual Service Provided by the Agency	Name of the Senior Staff (Project Coordinator/Team Leader involved and function Performed)
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							

Name & Signature of Authorised Signatory

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

v. Details of the Professionals Engaged by the Firm to be furnished as per the format given. (As per Pre-Qualification Criteria 5.3)

S. No	Name of Employee of Firm	Qualification	Designation	Contact No
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

vi. Summary of Key Personnel

SI No	Position	Name of the Expert	Year of Relevant Experience (as required for Key Personnel) in years	Details of Eligible Projects
1.				
2.				
3.				
4.				
5.				

vii. CV of Key Personnel

1.	Proposed Position			
2.	Name of Firm:			
3.	Name of Staff:			
4.	Date of Birth			
5.	Nationality			
6.	Education			
Name of Institution		Degree(s) or Diploma(s) obtained:	Date	
7.	Membership in Professional Associations/ Trainings attended			
8.	Countries of Work Experience:			
9.	Languages			
Language		Reading	Speaking	Writing
English				
Hindi				
Any other				
10.	Employment Record:			
FROM:		TO:		
CLIENT				
POSITION/S HELD				
FROM:		TO:		
CLIENT				
POSITION/S HELD				
FROM:		TO:		
CLIENT				
POSITION/S HELD				
11.	Work Undertaken that Best Illustrates Capacity to Handle the Tasks Assigned			
	Name of assignment or project:			
	Year:			
	Location:			

	Client:	
	Main project features:	
	•	
	Position/s held:	
	Activities performed:	
	•	
	Name of assignment or project:	
	Year:	
	Location:	
	Client:	
	Main project features:	
	•	
	Position/s held:	
	Activities performed:	
	Name of assignment or project:	
	Year:	
	Location:	
	Client:	
	Main project features:	
	Positions held:	
	Activities performed:	
12.	Certification	
	<p>I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.</p> <p>Full name of authorized representative:</p>	

viii. Format for Financial Proposal

To,
Principal Chief Conservator of Forests & HoFF
AranyaBhawan, GD2/12,
Chandrasekharpur, Bhubaneswar

Subject: Selection of Project Management Unit (PMU) for Odisha State Forest Department
Bhubaneswar

Sir,

We, the undersigned, offer to provide the services of as Consultant for Setting up Project Management Unit (PMU) of Odisha State Forest Department, Bhubaneswar in accordance with your Request for Proposal (RFP) dated [Insert Date] and our Technical Proposal. Our Financial Proposal is as below:

Sl No	Designation of Expert	Man month Rate in Rs.	No of Man Months Input	Total Value of Consultancy Fee for two Years in Rs
1.	Team Leader		24	
2.	M& E and MIS Expert		24	
3.	Social Sector Expert		24	
4.	Civil Engineer		24	
5.	Soil & Moisture Conservation Expert		24	
Total Fee			120	
GST @18%				
Grand Total in figure				
Grand Total in Words				

We solemnly affirm that we will strictly adhere to the laws against fraud, corruption and unethical practices, including but not limited to Prevention of Corruption Act, 1988 II, during the Request for Proposal (RFP) process and execution of the Contract, in case we are awarded the work. We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorised Signature {In full and initials}:

Name and Title of Signatory:

ix. Format for Power of Attorney

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

Dated: _____

POWER OF ATTORNEY

To Whomsoever It May Concern

Know all men by these presents, we _____ (name and registered office address of the Applicant) do hereby constitute, appoint and authorise Mr. _____ (Name of the Person(s)), domiciled at _____ (Address), acting as _____ (Designation and the name of the Agency), as Authorised Signatory and whose signature is attested below, as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Proposal for award of Agreement —**Project Management Unit for Odisha State Forest Department, Bhubaneswar** involving the deliverables as per agreement with , **Principal Chief Conservator of Forests & Head of Forest Force Bhubaneswar**, vide Request of Proposal (RFP) Document dated _____, issued by **Principal Chief Conservator of Forests & Head of Forest Force Bhubaneswar, Government of Odisha**, including signing and submission of all documents and providing information and responses to clarifications/ enquiries etc. as may be required by **Principal Chief Conservator of Forests & Head of Forest Force Bhubaneswar, Government of Odisha** or any governmental authority, representing us in all matters before **Principal Chief Conservator of Forests & Head of Forest Force Bhubaneswar, Government of Odisha**, and generally dealing with **Odisha State Forest Department, Bhubaneswar** in all matters in connection with our Proposal for the said Project. We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For -----

(Signature)

(Name, Title and Address)

Accept

(Attested signature of Mr. _____)

(Name, Title and Address of the Attorney)

Notes:

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

x. Draft Performance Guarantee

(To be issued by a Bank)

This Deed of Guarantee executed at _____ by _____ (Name of the Bank) having its Head/ Registered office at _____ (hereinafter referred to as —the Guarantor) which expression shall unless it be repugnant to the subject or context thereof include its heirs, executors, administrators, successors and assigns;

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

Whereas M/s _____ an Agency/company/ firm formed under _____ (specify the applicable law) and having its registered office at _____ has been, consequent to conduct and completion of a competitive Request For Proposal (RFP) process in accordance with the letter of requirements document No. _____ dated __/__/2021 issued by PCCF & HoFF, Odisha, Bhubaneswar, Government of Odisha, and selected M/s _____ (hereinafter referred to as the Applicant) for the Agreement by PCCF&HoFF, Odisha, Bhubaneswar, Government of Odisha as more specifically defined in the aforementioned Document including statement of work and the Agreement executed between the PCCF&HoFF, Odisha, Bhubaneswar, Government of Odisha, and the Applicant. The Agreement requires the Applicant to furnish an unconditional and irrevocable Bank Guarantee for an amount of Rs. _____ /-(Rupees _____ only) by way of security for guaranteeing the due and faithful compliance of its obligations under the Agreement.

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

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

1. The Applicant shall implement the Project, in accordance with the terms and subject to the conditions of the Agreement, and fulfil its obligations there under
2. We, the Guarantor, shall, without demur, pay to PCCF& HoFF, Odisha, Bhubaneswar, Government of Odisha an amount not exceeding INR _____ (Rupees _____ only) within 7 (seven) days of receipt of a written demand therefore from PCCF& HoFF, Odisha, Bhubaneswar, Government of Odisha, stating that the Applicant has failed to fulfil its obligations as stated in Clause 1 above.
3. The above payment shall be made by us without any reference to the Applicant or any other person and irrespective of whether the claim of the PCCF&HoFF, Odisha, Bhubaneswar, Government of Odisha is disputed by the Applicant or not.
4. The Guarantee shall come into effect from _____ (Start Date) and shall continue to be in full force and effect till the earlier of its expiry at 1700 hours Indian Standard Time on _____ (Expiry Date) (both dates inclusive) or till the receipt of a claim,

from the PCCF &HoFF, Odisha, Bhubaneswar, Government of Odisha, under this Guarantee, which is one month after the expiry of performance guarantee, whichever is earlier. Any demand received by the Guarantor from PCCF & HoFF, Odisha, Bhubaneswar, Government of Odisha prior to the Expiry Date shall survive the expiry of this Guarantee till such time that all the moneys payable under this Guarantee by the Guarantor to PCCF& HoFF, Odisha, Bhubaneswar, Government of Odisha.

5. In order to give effect to this Guarantee, PCCF&HoFF, Odisha, Bhubaneswar, Government of Odisha shall be entitled to treat the Guarantor as the principal debtor and the obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Agreement or other documents PCCF&HoFF, Odisha, Bhubaneswar, Government of Odisha or by the extension of time of performance granted to the Applicant or any postponement for any time of the power exercisable by PCCF&HoFF, Odisha, Bhubaneswar, Government of Odisha against the Applicant or forebear or enforce any of the terms and conditions of the Agreement and we shall not be relieved from our obligations under this Guarantee on account of any such variation, extension, forbearance or omission on the part of PCCF&HoFF, Odisha, Bhubaneswar, Government of Odisha or any indulgence by PCCF&HoFF, Odisha, Bhubaneswar, Government of Odisha to the Applicant to give such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.
6. This Guarantee shall be irrevocable and shall remain in full force and effect until all our obligations under this guarantee are duly discharged.
7. The Guarantor has power to issue this guarantee and the undersigned is duly authorised to execute this Guarantee pursuant to the power granted under

In witness, whereof the Guarantor has set its hands hereunto on the day, month and year first here-in above written.

Signed and Delivered by _____ Bank by the hand of Shri _____ its _____ and authorised office.

Authorised Signatory _____ Bank