



## Request for Proposal (RFP)



**Odisha Tribal Empowerment & Livelihoods Programme Plus  
(OTELP Plus)  
Programme Support Unit(PSU)  
ST & SC Development, M & BCW Department, Govt. of Odisha.  
2<sup>nd</sup> Floor, TDCC Building, Bhoi Nagar, Rupali Square, Bhubaneswar-751022.**

Notice No.....**33**.....

Date.....**25.01.2024**.....

Request for Proposal (RFP) is invited from consulting Firm/ Agencies/ Organisations of national repute with prior experience in conducting Studies in Tribal areas for engagement for carrying out **"Impact Assessment Study on Livelihoods Interventions & Use of Natural Resources"** under OTELP Plus.

Interested consulting Firms/ Agencies/Organisations may download the detail RFP from <http://www.otelp.org>. RFP of only those consulting firms/ agencies/ organisations shall be entertained whose hard copy of bid documents are received through Registered Post/ Speed Post/ Courier before mentioned last date/ time. Any other necessary modification, if arises to this effect, will be uploaded in the same OTELP Plus website (<http://www.otelp.org>). The last date for receipt of RFP document is **28.02.2024 up to 04.00PM**. Programme Director, OTELP Plus reserves the right to accept or reject any RFP/ BID and reject all the bidding process at any time prior to award of contract without assigning any reason thereof.

Date: 25.01.2024

Place: Bhubaneswar

-Sd/-

Programme Director, OTELP Plus



# REQUEST FOR PROPOSAL (RFP)

(Instructions to Consulting Firm/ Agency/ Organisation)

## IMPACT ASSESSMENT STUDY ON LIVELIHOODS INTERVENTION AND USE OF NATURAL RESOURCES OF ODISHA TRIBAL EMPOWERMENT AND LIVELIHOODS PROGRAMME PLUS

1. The ST&SC Development, Minorities & Backward Classes Welfare Department, Govt of Odisha has been financing towards the cost of OTELP Plus (“the Client” or “Procuring Entity”), and intends to apply part of the proceeds for the recruitment of consulting services to undertake research/evaluation studies on selected areas/subjects, for which this RFP is issued.
2. The Client now invites Request for Proposal (RFP) from legally constituted consulting firms/agencies/organisations (not individual consultants) to conduct a study on ***Impact Assessment on Livelihoods Interventions and use of Natural Resources of Odisha Tribal Empowerment and Livelihoods Programme Plus (OTELP Plus)***. A detailed requirement on these consulting services is provided in the Terms of Reference (TOR) which may be seen in the website of OTELP Plus ([www.otelp.org](http://www.otelp.org)). The legally constituted consulting firm is required to submit the following documents:
  - I. Proof of registration and existence & provide a self-attested copy of registration, GST certificate and self-attested copy of PAN card.
  - II. Copy of MOA/ Bye Laws/ Partnership Deed / Proprietary Deed etc.

- III. Should not have been blacklisted by Central/State Govt./Govt. agencies and provide a self-declaration by the authorized representative (self-declaration to this effect)
- IV. The audited financial statements for the period 2020-21, 2021-22 & 2022-23, 3(three) Years Audited Financial Statements duly signed by Chartered Accountant depicting I&E, Receipts & Payment and Balance Sheet;
- V. The consulting firm/ agency/ organisation must have experience in Annual Average Turnover of Rs.1 Crore or above for last 3(three) years as on 31.03.2023 (Duly Certified by Chartered Accountant).
- VI. The agency must have experience in implementation of similar projects in rural/ tribal area of Odisha. Survey related experience certificate copies must be submitted with the proposal.
- VII. Minimum 3 (three) assignments of work experience in conducting survey, impact assessment etc. 3 (three) nos. of work orders of similar assignments must be attached.

**Procedure:** The selection process will be conducted using Quality and Cost Based Selection (QCBS) method. The agency will submit detailed technical and financial proposal in two separate covers superscribing **Financial and Technical in respective covers and putting these two covers in another cover which will contain both the proposals (Technical & Financial)** as per requirement. The evaluation will include a review and verification of qualifications and past performance, including a reference check, prior to the award of the contract.

**Submission Procedure:** Interested eligible firms/ agencies/ organisations may submit RFP using the template provided for this purpose (in the TOR) through Registered Post/ Speed Post/ Courier only. The RFP should comprise one (1) original copy along with all required documents. RFP shall be submitted to the address mentioned below, not later than **28<sup>th</sup> Feb, 2024 at IST 4:00PM.**

**ODISHA TRIBAL EMPOWERMENT AND LIVELIHOODS PROGRAMME PLUS  
(OTELP Plus)**

ST & SC Development, M & BCW Department, Govt. of Odisha  
2nd Floor, TDCCOL Building, Bhoi Nagar,  
Rupali Square, Bhubaneswar - 751022  
E-mail: [support@otelp.org](mailto:support@otelp.org)  
Phone: 91+674-2541772, 2542709  
Website: [www.otelp.org](http://www.otelp.org)

## **DISCLAIMER**

This Request for Proposal (RFP) is issued by the PSU, OTELP Plus, ST&SC Development, M&BCW Department, Government of Odisha. While the information in this RFP has been prepared in good faith, it does not support to be comprehensive or to have been independently verified. Neither PSU, OTELP Plus, ST&SC Development, M&BCW Department, nor any of its officers or employees, nor any of their advisors nor consultants accept any liability or responsibility for the accuracy, reasonableness or completeness of, or for any errors, omissions or misstatements, negligent or otherwise, relating to the proposed assignment, or makes any representation or warranty, express or implied, with respect to the information contained in this RFP or on which this RFP is based or with respect to any written or oral information made or to be made available to any of the recipients or their professional advisors and, so far as permitted by law and except in the case of fraudulent misrepresentation by the party concerned, and liability, therefore, is hereby expressly disclaimed. The information contained in this RFP is selective and is subject to updating, expansion, revision and amendment at the sole discretion of the Client. It does not claim to contain all the information that a recipient may require for the purposes for making a decision for participation in this selection process. Each bidder must conduct its own analysis of the information contained in this RFP, to correct any inaccuracies therein and is advised to carry out its own investigation into the proposed assignment, the regulatory regime which applies thereto and by and all matters pertinent to the project and to seek its own professional advice on the legal, financial and regulatory consequences of entering into any agreement or arrangement relating to the project. This RFP includes certain statements, information, projections and forecasts with respect to the proposed assignment. Such statements, information, projections and forecasts reflect various assumptions made by the management, officers and employees of the Client, which (the assumptions and the base information on which they are made) may or may not prove to be correct. No representation or warranty is given as to the reasonableness of forecasts or the assumptions on which they may be based and nothing in this RFP is, or should be relied on as, a promise, representation or warranty. The PSU, OTELP Plus, ST&SC Development, M&BCW Department, Government of Odisha shall be the sole and final authority with respect to selection of a consultant for the purpose through this RFP.

**TERMS OF REFERENCE**

**BIDDER DATA SHEET**

<b>SI No</b>	<b>Particulars</b>	<b>Details</b>
<b>1</b>	Name of the Client	Odisha Tribal Empowerment and Livelihoods Programme Plus (OTELP Plus), Scheduled Tribe & Scheduled Caste Development, Minorities & Backward Classes Welfare Department, Government of Odisha.
<b>2</b>	Method of Selection	<b>Quality and Cost Based Selection (QCBS) Method</b>
<b>3</b>	Date of Issue of RFP	Dt. 29.01.2024
<b>4</b>	Bid Due Date/ Last Date of P. S	Dt. 28.02.2024 by 4.00PM
<b>5</b>	Date for opening of Technical Proposal	Dt. 28.02.2024 by 4.30PM
<b>6</b>	Tentative date for opening of Financial Proposal	Dt. 12.03.2024 by 11.30AM
<b>7</b>	Bank Guarantee (Refundable & Applicable for Selected bidder only)	<b>Rs. @ 10% of Bidding amount</b> , in shape of Banker Cheque / Demand Draft in favour of <b>“Programme Director, OTELP Plus”</b> drawn in any scheduled commercial bank payable at Bhubaneswar.
<b>8</b>	Address for submission of proposal	Programme Director, OTELP Plus, 2 <sup>nd</sup> Floor, TDCC Building, Bhoi Nagar, Rupali Square, Bhubaneswar-751022
<b>9</b>	Place of Opening of Proposal	OTELP Plus Conference Hall, Programme Support Unit (PSU), OTELP Plus, 2 <sup>nd</sup> Floor, TDCCOL Building, Bhoi Nagar, Rupali Square, Bhubaneswar-751022.

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## Abbreviations

AWP&B	-	Annual Work Plan & Budget
BPL	-	Below Poverty Line
CBO	-	Community Based Organization
CSP	-	Community Service Provide
FRA	-	Forest Rights Act
GO	-	Government Organisation
M&E	-	Monitoring & Evaluation
MWS	-	Micro Watershed
NGO	-	Non-Government Organization
NRM	-	Natural Resources Management
NTFP	-	Non-Timber Forest Product
OTELP Plus	-	Orissa Tribal Empowerment and Livelihoods Programme Plus
PMC	-	Programme Monitoring Committee
PSC	-	Programme Steering Committee
PSU	-	Programme Support Unit
QCBS	-	Quality & Cost Based Selection
SC	-	Scheduled Caste
SHG	-	Self Help Group
SSD	-	Schedule Tribe & Schedule Caste Development Department
ST	-	Scheduled Tribe
TOR	-	Terms of Reference
TSP	-	Tribal Sub-Plan
VDA	-	Village Development Association
VDLP	-	Village Development Livelihood Plan

## 1. Introduction

OTELP Plus is a unique attempt of the State Government for holistic tribal development; through sustainable enhancement of livelihoods and community empowerment. The special features are bottom-up planning, execution and monitoring by the community facilitated by the NGO at field level and dedicated staff in ITDA at the district level and Programme Support Unit (PSU) at State level with strong monitoring mechanism. OTELP Launched on 2nd October 2004.

Basing on the success of OTELP, the Scheduled Tribe & Scheduled Caste Development, Minorities and Back Ward Classes Welfare Department, Govt. of Odisha replicated this programme as Odisha Tribal Empowerment and Livelihoods Programme Plus (OTELP Plus) with financial aid from State Sector Scheme, Govt. of Odisha and other ongoing schemes & programmes of the State & Central Govt. The programme aims **“to ensure that livelihoods and food security of poor tribal households are sustainably improved through promoting a more efficient, equitable, self-managed and sustainable exploitation of the Natural Resources at their disposal and through off farm/non-farm enterprise development”**.

The core objectives framed to attain the Programme goal are to;

- Build the capacity of marginalized groups as individual and grass root institution.
- Enhance the access of poor tribal people to land, water and forest and increase the productivity of these resources in environmentally sustainable and socially equitable ways;
- Encourage and facilitate off-farm enterprise development focused on the needs of poor tribal households;
- Monitor the basic food entitlements of tribal households and ensure their access to public food supplies;
- Strengthen the institutional capacity of Government Agencies, Panchayati Raj Institutions, NGOs and Civil Society to work effectively on a participatory mode for poverty reduction with tribal communities;
- Encourage the development of a pro-tribal enabling environment through ensuring that legislation governing control of and access to, development resources by poor tribal households is implemented effectively and recommending other policy improvements;
- Build on the indigenous knowledge and values of tribal and blend these with technological innovations to ensure a speedier pace of development

### 1.1 Approach

The programme is being managed by an elaborate programme management system that involves the primary stakeholders like the community and their organizations such as Village Development Association (VDA), SHG, etc & the support organizations like FNGOs are entrusted to each cluster for better management at field level & then ITDAs & DPMC at the District level and PSU, SLPMC and PSC at the state level. The programme basically aims upon GO & NGO partnership mode for adding synergetic effect in order to work jointly for enhancing the capacity of the communities to take up sustainable livelihood activities. Financially supported by Government of Odisha and priority has been given on convergence with various line departments of Government of Odisha & Government of India schemes in order to mobilize &/or leverage funds and implements various livelihood projects in programme area of OTELP Plus. The programme adopted the watershed management approach as a platform to implement the programme. The programme is being implemented in 699 villages, 310 MWSs, 18 blocks of 5 Districts.

Some of the underlying strengths of the programme are **registration of Village Development Association (VDA-Registered under Society Registration Act 1860)** in each revenue village including its hamlets, preparation of **Village Development and Livelihoods Plan (VDLP – A prospective plan documents prepared for 7 years programme cycle)** for overall development of the village and incorporating required activities as per the need & demand of the community each year while preparing Annual Work Plan & Budget (AWP&B) through funds from OTELP Plus and also through convergence with various Government schemes/ Line departments. **One Community Service Provider (CSP) has been attached to**



each Micro Watersheds (Focusing on villages coming under that particular MWS) for monitoring of activities regularly & provides support at door step.

### 1.2 Outreach of OTELP Plus (2023-24)

The programme is operational in 18 backward blocks of five districts of South, West & North Odisha namely Malkangiri, Rayagada, Keonjhar, Sambalpur & Sundargarh covering six ITDAs i.e., Malkangiri, Gunupur, Keonjhar, Champua, Kuchinda & Panposh. This implementation programme has been made in a phased manner & in ITDA Malkangiri, Gunupur & Panposh, the programme is going to be closed in March 2025 & in rest three ITDAs such as Kuchinda, Keonjhar & Champua will be closed in March 2026.

The total coverage of the programme is 310 MWSs, 699 villages of 18 blocks in 5 districts. The details of the area targeted under the programme are as follows:

SI No	Name of the District	ITDA Name	No of Blocks	No of MWSs	Year of Implementation
1	Malkangiri	Malkangiri	6	42	2020-21 to 2024-25
2	Rayagada	Gunupur	3	50	2018-19 to 2024-25
3	Keonjhar	Keonjhar	1	62	2019-20 to 2025-26
4	Keonjhar	Champua	3	51	2019-20 to 2025-26
5	Sambalpur	Kuchinda	3	50	2019-20 to 2025-26
6	Sundargarh	Panposh	2	55	2018-19 to 2024-25
<b>Total</b>			<b>18</b>	<b>310</b>	

The programme targets 75318 HHs to be covered of which more than 75% of these HHs are Schedule Tribe, 14% of Scheduled Caste and 11% of Other Caste living in the programme areas.

The area and the beneficiary profile of the programme are given in the table below.

<b>OTELP Plus</b>	
<b>Particulars</b>	<b>Total</b>
No of ITDAs	6
No of Blocks	18
No of MWS	310
Treatable area in Ha.	167964.9 Ha.
Total HHs	75318
No. of clusters	29
No of Villages	699

### 1.3 Achievements in Nutshell:

Some of the activities that have been framed as strong base for sustainable development are, creation of improved irrigation facility run by solar as well as gravity, creation of Diversion Based Irrigation Structure (DBI), 24x7 drinking water through pipe water supply at the household level, establishment of Intensive Farm Cluster (IFC) and non-Intensive farming, Support for Income Generation Activities (IGA) to Vulnerable households and SHGs as well, imparting skill development training, creating awareness & providing exposure to Farmers, SHG Members, etc on various aspects, land development, farm pond and other water harvesting structures, Plantation under MGNREGA, establishment of Lemon grass processing unit and other small processing units etc.

To ensure Food Security, people with no land were provided support under **off-farm support** like backyard poultry, improved broiler farming, establishment of mother chick units, duckery and goatery units and **non-farm support** like various IGA and Processing Units. People who are included under Agri/Horti interventions have been trained on organic composting such as Bijamruta and Jevamruta preparation with

crop diversification, vegetables farming and kitchen/ nutritional garden (Mo Badi Phala Bagicha). These initiatives have helped immensely in securing livelihoods of tribals round the year.

Under the programme, various natural resource management activities like WADI, land and water management, agriculture and horticulture development, aquaculture, nursery raising and plantation have been taken up in the programme villages. Besides, the programme aims to ensure proper irrigation facility for all season crop cultivation, Infrastructures established to ensure community participation & to ensure alternate source of income, programme supports SHG & individual vulnerable households through different income generation activities. To aid in effective implementation and ownership, micro watershed approach was adopted, complementary people’s organisations like the village development committees (VDC an executive body of VDA), SHG and Users’ Groups have been formed and strengthened. Training and capacity building activities have been very integral to the organisation development and livelihoods promotion activities.

#### **1.4 Funding Pattern:**

Govt. of Odisha is providing programme management support along with some funds to meet critical needs of the community under DIF component and all other components are being implemented through convergence from the ongoing programmes like MGNREGA, Rashtriya Krishi Vikash Yojana (RKVY), National Horticulture Mission (NHM), SCA to TSP, SCA to SCSP, Article 275, OLIC, OAIC, DMF, OMBADC, etc.

### **2. Rationale for the present assignment**

OTELP Plus is being implemented since 2011-12 and presently, covering 5 districts where tribal community concentration is high. This programme is focused on several key components that address issues of empowerment and livelihoods. Promoting empowerment and livelihoods in tribal context is complex. This programme implementation may have many lessons to offer for other similar government programmes.

OTELP Plus, the project implementation period as per the table below:

<b>SL. No</b>	<b>Name of the District</b>	<b>Name of the ITDA</b>	<b>Project Period</b>
1	Malkangiri	Malkangiri	2020-21 to 2024-25
2	Rayagada	Gunupur	2018-19 to 2024-25
3	Sundargarh	Panposh	2018-19 to 2024-25
4	Keonjhar	Keonjhar	2019-20 to 2025-26
5	Keonjhar	Champua	2019-20 to 2025-26
6	Sambalpur	Kuchinda	2019-20 to 2025-26

The programme has a sound M & E & MIS at State level along with all thematic Experts, undertaking regular evaluations. There is a need to take a comprehensive impact assessment of the programme covering 6 ITDAs of OTELP Plus implementation areas.

The Government has emphasized on third party independent evaluation of the programme which in turn may offer guidance to the programme for further progress & process to follow.

**In this context OTELP Plus invites proposals from firms/ agencies/ organisations having past experiences for similar nature of assignments to provide services of qualified Enumerator, Supervisors & thematic experts for collection of primary information from the sample Micro Watersheds as well as writing report for submission indicating critical lesson learned and gaps too.**

### **3. Scope of the present assignment**

The assessment shall examine the effects of the programme interventions and include both planned and unplanned impacts and those that are directly and indirectly a consequence of the results. In doing so, the

assessment shall try, wherever feasible, to differentiate the changes that are attributable to the programme interventions from other external factors contributing to change.

This study shall assess the impact of the programme on the land use, cropping pattern, productivity and production, water availability and irrigation in the programme areas; drudgery reduction, on employment and income of the households; impact on institutions like VDA, SHG, etc; access and empowerment especially of marginalised tribal people.

The study shall attempt to distinguish between short-term and long-term improvement of livelihood of beneficiary at different level impacts: which changes are immediate occur only over time; changes are temporary and permanent? It should assess impact on different between stakeholders. Overall impact for different intensive farming cluster groups can be analysed separately.

The study shall assess the overall significance of different types of impact in terms of (i) scale of impact with respect to the inputs invested (money, time, labour); and (ii) relative contribution of the impact to livelihood sustainability and security (in comparison with other options). Attempt should also be made to identify key factors that influence the type and scale of impacts e.g. Programme institutional structure, social structure and power relations, local traditional institutions, natural conditions, and policy environment.

The study shall essentially be carried out in the backdrop of the existing programme objectives and outputs. Before initiating the study, the consultants will discuss with the Programme support unit for larger understanding of the programme, with a view to developing and agreed upon the outcome and impact level indicators. These indicators of success will be measured in course of study pertaining to empowerment, socio-economic measures, bio-physical, natural and livelihoods aspects, contribution to policy change, innovations, programme management and convergence.

The assessment will examine cross cutting themes like gender, equity, advocacy and programmes. Besides this impact assessment, will capture the key lessons on major components of the programme.

**The assessment will cover a sample of project Micro Watersheds in programme districts, namely Malkangiri, Rayagada, Sundargarh, Sambalpur & Keonjhar. It is planned to cover 30% of Micro Watersheds out of total 310 Micro Watersheds covering 6 ITDAs namely Malkangiri, Gunupur, Panposh, Kuchinda, Keonjhar & Champua (2 Revenue Villages per MWS & 30% MWS of each ITDA to be assessed).**

#### **4. Objectives of the present assignment**

Based on the implementation of the OTELP programme, the Government launched an ambitious programme OTELP Plus with expanded coverage. It is important to understand the extent of the contribution of the investments towards empowerment, livelihoods and food security of the target population. It is also to be assessed the access & control over the social resources, natural resources and financial resources by the tribal communities and its sustainability after the withdrawal of the programme inputs. Impacts assessments are to be observed both outcome and impact levels tangible and intangible attained by the programme.

The proposed key objectives of the study are:

1. Determine direct and indirect outcomes & impacts and assess the effectiveness of complete range of OTELP Plus's intervention and institutions on the resources, lives and livelihoods of its target communities especially the poor in the programme areas;
2. Undertake economic analysis like cost benefit analysis, rate of return on investment and economic sustainability of the IGA & NRM activities;
3. Identify gaps, opportunities and lessons in the current implementation which can be incorporated into similar government programmes;
4. Analyse and comment on the long-term sustainability of the programme outcomes/impacts and suggest measures to achieve and maintain long-term sustainability; &

5. Develop a story line on the outcomes/impacts of the programme, focusing on the analysis of the poverty impact covering:

- Utilisation: Analysis of specific use of funds and beneficiary patterns;
- Analysis of how the OTELP Plus funds serve to secure lives & livelihoods of households and communities on a sustainable basis;
- Services: Analysis of the extent to which OTELP Plus enhances access to improved basic services to all tribal including the poor and marginalised;
- Social Protection Programmes: The level of access to key Centrally Sponsored Schemes (specifically MGNREGA) by poor and marginalised households;
- Targeting: Analysis of the extent to which OTELP Plus funds along with other untied resources targeted at the poor and vulnerable;
- Coverage: Analysis of the coverage in terms of households who have received benefits from OTELP Plus. This information will need to be disaggregated by gender, social groups and income groups;
- Incomes: Analysis of the annual changes in income of households specifically the poorest of households;
- Food security / Nutritional intake: Analysis of the extent to which food security / nutritional intake is being changed at the household level specifically across the poorest of the population;
- Assets: Analysis of asset creation.

## 5. Methodology

Specific indicators for this impact assessment are to be developed aligned with existing programme structure. The methodology should be a mix of **secondary and primary research**. The team will make careful use of existing project literature including strategy papers, other documentation, monitoring & evaluation studies and MIS data. When this information has been assimilated, gaps in data should be filled through a primary data field survey, which will be designed and implemented by the 3<sup>rd</sup> party evaluation team.

The impact assessment will use the data from the programme MIS, the M&E data maintained by the programme at PSU/ITDA levels. In the sample villages, the Village Development and Livelihoods Plan developed at the beginning of the programme facilitation and implementation may be used as the field level base line data for the impact assessment.

For the primary data survey, the team will visit project watersheds on the basis of the sample frame developed, which will be specifically designed to provide statistical significance. It is suggested that the team undertakes stratified purposive sampling to arrive at an adequate sample size. The sample should be representative of physical coverage, demography and age of watersheds. The team will be expected to reach agreement on the sample design in an inception workshop. The team is expected to hire, train and use the services of enumerators for primary data collection.

**A mix of both qualitative and quantitative tools will be used for impact evaluation. Quantitative data will be collected from secondary sources, project MIS data, and through close ended or open-ended questionnaire, structured or semi-structured interviews with beneficiary/households. Qualitative methods such as focus group discussions, structured direct observation, case study and in-depth interviews with households and key informants should provide critical insights into beneficiaries' perspectives, and the dynamics of impact on poverty.**

The assessment sample should include key *primary and secondary stakeholders*. Primary stakeholders will include a range of individuals based on, among other characteristics, landholding, caste, gender, and occupation; and institutions, including SHGs, User Groups, Watershed Committees and Gram Panchayats. Secondary stakeholders will include agencies and institutions engaged in various service delivery- Line

Departments at district level, FNGOs, ITDAs, PSU and other Government functionaries responsible for delivery of OTELP Plus programme and policy.

Cost benefit analysis: Includes an economic, social and environmental cost benefit analysis of the overall project that will inform the key stakeholders of the economic viability and benefits of the project.

- Identify and quantify all the relevant economic, social and environmental costs and benefits of the intervention commenting on the basis for these estimates and degrees of uncertainty involved.
- Compare the costs and benefits of different interventions using the actual unit costs, administrative inputs, staff time and rates of return and analyse the findings.
- Estimate the economic, social and environmental the returns of the project as a whole.
- Compare the CBA of the project as a whole with norms from government and other related livelihood programmes.
- Comment on the sustainability of these interventions.

### **Sampling:**

The study will follow a stratified purposive sampling method to select respondent across the geographical location of concerned ITDA (stratified based on geographical location of the ITDA). The sample will cover 30% Micro Watersheds i.e., 93 MWS out of total 310 MWS from the operational areas of 6 ITDAs. The sample MWS from the programme area will have due representation. The study will cover at least 186 villages comprising of 3720 households from the programme areas. Besides adequate qualitative sample will be administered focusing on different stakeholders and thematic areas.

The study methodology, sample size and data collection tools will be finalized among the Officials of SSD/OTELP Plus Government of Odisha and Consulting Firm/Agency. Similarly, the draft report of the study will be discussed in a workshop with a larger audience involving all stakeholders and based on the feedback received from the stakeholders the draft report will be finalized.

## **6. Deliverables and corresponding time frame**

### **6.1 Main deliverables**

**Consulting Firm/ Agency/ Organisation** is expected to deliver the followings during the course of the assignment.

#### **1. Inception report**

- A note on the sampling methodology to identify the watersheds to be studied.
- A brief note on the study methodology and study tools to be used.
- A note on the detailed plan for data collection with timelines for key milestones.
- A note for discussion with clients before finalizing the plan, study methodology and tools.
- To conduct a state level inception workshop involving SSD/OTELP Plus and submit a report on the workshop proceeding including the feedback points.
- Based on the feedback from the clients, an **Inception Report** mentioning final selection of watersheds to be studied, final data collection plan, study methodology and tools.

#### **2. Survey report**

- Report on presenting the findings of the survey and data collection.
- A note for discussion with clients to discuss the gaps during the survey in a structured manner for ratification.
- Holding discussion with the clients and a report on the discussion proceedings along with main feedback points.

- Based on the feedback from the client-consultant meeting, filling up of the gaps and submission of survey report.

### 3. Draft study report

- Detailed analysis of the study done and submission of the draft study report.

**NB: Before writing the draft study report, the Consultant/firm/organisation is required to share the chapter plan with the Client and take their approval.**

### 4. Final study report

- A note for discussion with stakeholders to discuss the draft study report in the state (stakeholders) workshop for feedback and suggestion.
- To conduct the state workshop with various stakeholders and a report on the workshop proceeding including the feedback points.
- Incorporating the feedback/suggestions from state workshop and submission of final report.

**NB: Power point presentation is required to present the Draft & Final report with the key stakeholders including SSD/PSU officials along with Draft & Final report in MS-Word format in Pen Drive.**

## 6.2 Deliverables and time frame

**Consulting Firm/Agency** shall commence work within 10 days of signing of the contract and shall complete the assignment within a period of four (4) months from signing of the contract.

Table 3 summarizes the deliverables and corresponding time frame of the study.

**Table 3: Deliverables and corresponding time frame**

Sl. No.	Description of Items	Corresponding time frame
1	Submission of Inception Report including finalized methodology and work plan	15 days from start of the study
2	Submission of survey report	Month 0.5 – 2.5
3	Submission of draft study report	Month 2.5 – 3.5
4	Submission of final report	Month 3.5 – 4.0

**NB: All reports being submitted to the client(s) are to be supplied in ten (10) hard copies along with soft copies in editable MS-Word format with a Pen Drive.**

## 7. Composition of the consulting team

The impact assessment study will be undertaken by a seven-member team comprising an institution and governance expert who will also serve as the lead of the team, natural resource economist, an agriculture/Horticulture expert, a land and water management expert, an Income Generation Activity and micro enterprise expert, and a gender mainstreaming cum social development expert, and a statistician. The team should have at least two women members, and preferably more.

The **Team Leader** will have at least 15-20 years of experience. S/he will have good understanding on institution building, empowerment, governance and livelihood programmes and will have a proven track record of evaluation and mid-term and end-term impact assessment of participatory livelihoods programmes, particularly in leading multi-disciplinary team of consultants. Understanding and knowledge of Odia will be an added advantage.

The **Natural Resources Economist** will have 10-15 years of experience in undertaking economic analysis of NRM and various infrastructures interventions.

The **Agriculture / Horticulture Expert** will be a qualified agriculture scientist/agronomist/agriculturist/horticulturist with at least 10 years of experience. S/he will have a sound understanding and experience in designing cropping systems, particularly in rain-fed and semi-arid conditions and needs and issues of small-holder agriculture and subsistence farming. S/he will have good experience of evaluating participatory watershed programmes with specific experience of assessing impacts on agriculture and allied activities.

The **Land and Water Management Expert** will be a qualified civil or agriculture engineer with experience of soil and water conservation / water resource engineer with at least 10 years of experience in assessing soil quality and moisture. S/he will have experience of evaluating participatory watershed programmes with respect to assessing the effectiveness and quality of soil and water conservation measures, institutional mechanisms for water use and sharing and irrigation potential.

The **Income Generation Activity and Micro Enterprise Expert** will have at least 10 years experience in implementation and impact assessment of IGA and micro enterprise promotion for the rural poor in both SHG & individual. In depth understanding of the sector and policy issues is a must for the expert.

The **Gender Mainstreaming/Social Development Expert** will have at least 10 years of experience in providing technical support in developing gender mainstreaming strategy, gender mainstreaming implementation support and undertaking impact assessment studies.

The **Statistician** will be from mathematical statistics background with 10 years of experience in designing and implementation of large-scale studies, quality control, data management and analysis, particularly of qualitative data.

**Field Investigators:** Besides the key professionals, the Consultant shall engage at least 18 **Field Investigators** who should possess at least a Bachelor's degree and should have at least 2-3 (two-three) years of experience of similar assignment.

## 8. Reporting arrangements

The Team Leader should report to the Programme Director OTELP Plus, and work closely with the team members of PSU, OTELP Plus. The consultant will undertake field visit in coordination with the PSU, ITDAs, and FNGO.

## 9. Roles and responsibilities of Clients/Consultant

- **ST&SC Development, Minorities & Backward Classes Welfare Department, Govt. of Odisha.**
  - ✓ Approval of TOR & RFP
  
- **Consulting Firm/Agency/ Organisation**
  - ✓ Undertake the assignment and completely different tasks/outputs in accordance with agreed TOR & RFP.
  
- **PSU, OTELP Plus**
  - ✓ Communication with SSD;
  - ✓ Preparation of TOR & RFP;
  - ✓ Evaluation & Agency On-board Process;
  - ✓ Enter into agreement with **Consulting Firm/Agency/ Organisation**;
  - ✓ Ensuring release of funds;
  - ✓ Providing secondary data, issuing letters to districts/ITDAs/FNGOs to facilitate the study;
  - ✓ Providing technical inputs on the study to **Consulting Firm/Agency/ Organisation** from time to time;
  - ✓ Representation in selection process;
  - ✓ Quality check of survey methodology, instruments, data outputs;
  - ✓ Certification of the outputs; &
  - ✓ Close follow up, technical inputs and close coordination with **Consulting Firm/Agency/ Organisation**

## 10. Payment terms and schedule

Payment terms and schedule		
Sl. No.	Stages	% of total payment payable
1	Submission of Inception Report including finalized methodology and work plan	30
2	Submission of draft study report	40
3	Submission of final report	30

### 10.1 Important dates:

<b>29.01.2024</b>	: Date of publication of RFP in official website of OTELP Plus Including lead Odia & English local News Papers
<b>28.02.2024 (4.00 hrs)</b>	: Last date of receipt of sealed RFP
<b>28.02.2024 (4.30 hrs)</b>	: Opening of Technical Bid in presence of representative of Firms
<b>12.03.2024 (11.30hrs) (Tentative)</b>	: Opening of Financial Bid in the presence of representative of Firms/ Agencies/ Organisations at PSU, OTELP Plus Bhubaneswar.

### 11. Eligibility criteria:

Following are the key criteria for eligibility of consulting Firm/ Agency/ Organization:

- Continuous 5 years of existence since inception.
- Should have base in Odisha and have enough experience of conducting similar exercises during the last three years in rural areas of Odisha and other parts of India. **Preferences shall be given for the national reputed consulting firm/ agency/organisation with office in Odisha.**
- Minimum **Turnover of INR 50.00 Lakhs** (Rupees fifty lakhs only) per annum.
- Should be able to provide **18nos. of Investigators, 1no. Team Leader and 6nos. of Thematic Experts.**
- Odia language is a pre-requisite for Investigators (CVs of all Investigators and Thematic Experts are to be submitted as per the prescribed format at Annexure-I.)

### Supporting documents to be submitted:

- The firms/ agencies/ organisations will be required to submit the audited balance sheet of last three years.
- The firms/ agencies/ organisations must submit its valid registration certificate and PAN/ GST and TIN numbers as required.
- Should not have been blacklisted by Central/State Govt./Govt. agencies and provide a Self-Declaration by the authorized representative (self-declaration to this effect).
- Survey related Experience Certificate copies must be submitted with the proposal.
- The audited Financial Statements for the period 2020-21, 2021-22 & 2022-23.
- The agency must have Annual Average Turnover of Rs. 1 core & above for last 3 years as on 31.03.2023 (Turnover certificate must be attached).



## 12. How to Apply?

The consulting firm/ agency/ organisation with relevant experience has to submit their **Technical and Financial Proposals separately under Sealed Cover** to the Programme Director, OTELP Plus, 2<sup>nd</sup> Floor, TDCC Building, Bhoi Nagar, Rupali Square, Bhubaneswar so as to reach the above office of **28th February, 2024 at IST 4:00PM** through Registered Post/ Speed Post/ Courier. Only the committee will select short listed consulting Firm/ Agency/ Organisation for presentation and final selection constituted by the competent authority. The RFP received after the due date & time shall be summarily rejected without assigning any reasons thereof. The Programme Director, OTELP Plus has the rights to reject/ cancel any bid or entire bidding process without assigning any reason thereof.

## 13. Contact Persons

The consulting Firm/ Agency/ Organization shall nominate an officer for coordinating the assignment with the Programme Support Unit (PSU) of OTELP Plus.

## 14. Letters and Declaration to accompany the RFP:

The RFP must be accompanied by an official letter head of the consulting firm/ agency/ organisation, showing the full registered and trading name(s), trading and registered office address of the consulting firm/ agency/ organisation and the place of incorporation and mentioning the followings:

- We have examined the information provided in your terms of reference and offer to undertake the work described in accordance with requirements as set out in the TOR.
- The quotation has been arrived at independently and without consultation, communication, agreement or understanding (for the purpose of restricting competition) with any other consulting firm/ agency/ organisation invited to submit proposal for this contract.
- We confirm that all personnel named in the proposal will be available to undertake the services.
- We confirm that there are no personal, financial and business activities that will, or might, give rise to a conflict of interest, if we were awarded this work. OTELP Plus reserves the right to reject any Proposal which, in its opinion, gives rise, or could potentially give rise to, a conflict of interest.
- We confirm that the consulting firm/ agency/ organisation:-
  - ✓ Is not or has not been the subject of any proceedings or other arrangements relating to bankruptcy, insolvency or financial standing.
  - ✓ Has not been convicted of any offence concerning professional misconduct.
  - ✓ has not been convicted of corruption including the offence of bribery.
  - ✓ We agree to bear all costs incurred by us in connection with the preparation and submission of this proposal and to bear any further pre-contract costs.

I confirm that I have the authority of [name of firms/ agencies/ organisations] to submit proposal and to clarify any details on its behalf.

## 15. Packaging and Delivery of Proposals:

**Two separate sealed proposals** mentioning the bid documents name on the top of the cover must be delivered in a single sealed envelope labelled with **“RFP for Impact Assessment Study on Livelihoods intervention and use of Natural resources: Odisha Tribal Empowerment and Livelihoods Programme Plus”**

The proposal should be addressed to the Programme Director, OTELP Plus, 2<sup>nd</sup> Floor, TDCC Building, Bhoi Nagar, Rupali Square, Bhubaneswar-751022. OTELP Plus accepts no responsibility for the premature opening of any incorrectly marked or unsealed Proposals.

RFP/ Proposals (*Both the Technical & Financial Sealed Proposals*) must be received at OTELP Plus at Bhubaneswar **on 28-02-2024 by 4.00PM on the due date** (see how to apply). **Proposal received after the due date and time will not be accepted under any circumstances and will be returned unopened.** No special pleadings will be entertained.

## 16. Evaluation:

A. All the Technical bids received by due date and time will be opened at **04.30 PM on 28.02.2024** at Conference Hall, PSU, OTELP Plus, Bhubaneswar by a committee constituted by competent authority in presence of representatives from the firms/ agencies/ organisations submitted the bids. No TA/ DA will be paid to the representatives for the purpose. OTELP Plus bears no responsibility in case of absence of any or the entire representatives of consulting firm/ agency/ organisation submitted the bids during the opening of bid. Each bidder will present (PPT- for 15minutes) on their Technical Strategy, Methodology and know how before the committee members.

B. The Ccommittee will evaluate the technical aspects of the bids and the consulting firm/ agency/ organisation qualifying will be called for opening of Financial Bids at **11.30 AM on 12.03.2024**. Considering the technical aspects presented by the consulting firm/ agency/ organisation and the prices offered meeting all the eligibility criteria as per ToR will be awarded the job.

## 17. Competent Authority:

Programme Director, OTELP Plus will be the competent authority for this assignment and any contract thereof. The rights of the Competent Authority will be as under:

- Modify scope of work at the time of the award of the contract. Such modifications will be discussed and agreed with the preferred consulting firm/ agency/ organisation.
- May further negotiate price with the quoted consulting firm/ agency/ organisation fulfilling all eligibility criteria.
- Reserves the right to accept or reject any proposal without assigning any reason thereof.

## 18. Penalty:

In case of delay in submission of the report as against the stipulated time schedule a penalty may be charged @ 0.5% of order value of work for each week of delay.

## 19. Settlement of dispute:

Any dispute or difference what-so-ever arising before OTELP Plus and the firms/ agencies/ organisations out of or relating to the output development meaning scope, operation or effect of the agreement or the validity or breach thereof shall be settled by reference to the **Programme Director, OTELP plus** whose decision shall be final and binding upon both OTELP and the firm/agency. All disputes subject to Bhubaneswar jurisdiction only.

**NB: Keeping view of the ensuing State & General Election, if code of conduct imposes in the State, then both the parties mutually take the decision for further progress.**

## 20. Time Frame:

The study is to be completed within **120 days (4 Months)** from the date of signing the agreement or date of training.

## 21. Team Structure & Evaluation:

- A. The **minimum Technical Score (St)** required to pass is **70** out of **100** possible points.
- B. The **weight given to the Technical Proposal, T = 80** and **weight given to the Financial Proposal, T = 20**

### C. **Criteria, sub-criteria, and point system for the Evaluation of Technical Proposals.**

- i) Specific experience, turnover, financial statement & audit report of the Consultant (as a firm) relevant to the Assignment:
- *Continuation since inception 5yrs of services* : 2
  - *Specific/relevant work experiences for 3 yrs* : 3

- 3 yrs Audit Report (FY2020-21, 2021-22 & 2022-23) : 12
- Submission of Turnover Certificates : 3

**Subtotal points for criterion (i): 20 points**

**ii) Adequacy and quality of the proposed methodology and work plan in responding to the Terms of Reference (TORs):**

- a). Technical approach, methodology, work plan, organization and staffing 7 points
- b) Have been experience in implementation of similar projects in rural/ tribal area of Odisha. 3 points

**Subtotal points for criterion (ii): 10 points**

**iii) Key Experts' qualifications and competence for the Assignment:**

- Position K-1: *Team Leader/ Coordinator* 8 points
- Position K-2: *Natural Resource Economist* 4 points
- Position K-3: *Agriculture/ Horticulture Expert* 4 points
- Position K-4: *Land & Water Management Expert* 4 points
- Position K-5: *IGA & Micro Enterprise Expert* 4 points
- Position K-6: *Gender Mainstreaming/Social Development Expert* 4 points
- Position K-7: *Statistician* 4 points
- Position K-8: *Field Investigators (18 Nos)* 18 points

**Subtotal points for criterion (iii): 50 points**

**Presentation: 20 points**

*Strategy for identification of stratified sample micro watershed* : 10 points

*Process followed for methodology, approach & workplan* : 10 points

**Subtotal points for criterion (iv): 20 points**

**Grand Total points for criterion (i to iv): 100 points**

**D. Criteria, sub-criteria, and point system for the evaluation of Financial Proposals.**

i. **Financial bid: 50**

ii. **Presentation: 50**

**Subtotal points for criterion (i & ii) : 100 points**

**22. Instruction to Bidders:**

- No commitment of any kind, contractual or otherwise shall exist unless and until a formal written letter / contract have been executed by or on behalf of the PSU, OTELP Plus, ST&SC Development, M&BCW Department, Govt. of Odisha. Any notification of preferred bidder status by the PSU, OTELP Plus, ST&SC Development, M&BCW Department, Govt of Odisha shall not give rise to any enforceable rights to the Bidder. The PSU, OTELP Plus, ST&SC Development, M&BCW Department, Govt. of Odisha may cancel this contract at any point of time prior to a formal written contract being executed by or on behalf of the PSU, OTELP Plus, ST&SC Development, M&BCW Department, Govt. of Odisha.
- The PSU, OTELP Plus, ST&SC Development, M&BCW Department, Govt. of Odisha reserves the right to accept one or to reject all bids without assigning any reason thereof which shall be binding on the firm(s). No dispute whatsoever in this regard shall be entertained.
- All legal disputes are subject to the jurisdiction of civil court of Bhubaneswar only.

### 23. Tentative Budget:

The total budget for the Impact Assessment Study is fixed for **Rs. 40.00 Lakhs** (Forty Lakhs). however, the agency needs to give the below table calculating the cost for each item *excluding of GST*.

SI No	Head of Expenditure	Unit Cost (INR)/day	Duration (no of days)	Total Cost (INR)
1				
2				
3				
4				
5				
6				
7				
8				

### 24. Performance Bank Guarantee: (PBG)

Within 7 days of notifying the acceptance of a proposal for award of contract, each qualified bidder shall have to furnish a Performance Bank Guarantee amounting to 10% of the Contract value from a Scheduled Commercial Bank situated in Bhubaneswar in favour of “Programme Director, OTELP Plus, ST&SC Development, M&BCW Department, Govt. of Odisha”, as per the format at Annexure II, for a period of three months beyond the entire contract period (i.e. PBG must be valid from the date of effectiveness of the contract to a period of 3 months beyond the contract period) as its commitment to perform services under the contract. Failure to comply with the requirements shall constitute sufficient grounds for the forfeiture of the PBG. The PBG shall be released immediately after three months of expiry of contract provided there is no breach of contract on the part of the qualified bidder. No interest shall be paid on the PBG.

### 25. Contract Negotiation:

Contract negotiation, if required will be held at a date, time and address as intimated to the selected bidder/s. The bidder will, as a pre-requisite for attendance at the negotiations, confirm availability of all the proposed staff for the assignment. Representative conducting negotiations on behalf of the bidder must have written authority to negotiate and conclude a contract. Negotiation will be performed covering technical and financial aspects, if any and availability of proposed professionals etc.

### 26. Award of Contract:

After completion of the contract negotiation stage, the Client will notify the successful bidder in writing by issuing an offer letter for signing the contract and promptly notifying all other bidders

about the result of the selection process. The successful bidder will be asked to sign the contract after fulfilling all formalities within 10 days of issuance of the Offer Letter. After signing of the contract, no variation or modification of the terms of the contract shall be made except by written amendment signed by both the parties. The contract will be valid for 4 months from the date of effectiveness of the contract and will be extended on mutual consent. Sub-contracting / outsourcing of any form shall not be allowed for any activities under this RFP.

## **27. Conflict of Interest:**

Conflict of interest exists in the event of:

- (i) Conflicting assignments, typically monitoring and evaluation/environmental assessment of the same project by the eligible bidder;
- (ii) Consultants, agencies or institutions (individuals or organisations) who have a business or family relation with the Client directly or indirectly;
- (iii) Practices prohibited under the anti-corruption policy of the Government of India and Government of Odisha. The bidders are to be careful so as not to give rise to a situation where there will be any conflict of interest with the Client as this would amount to their disqualification and breach of contract.

## **28. Disclosure:**

- a. Bidders have an obligation to disclose any actual or potential conflict of interest. Failure to do so may lead to disqualification of the bidder or termination of its contract.
- b. Bidders must disclose if they are or have been the subject of any proceedings (such as blacklisting) or other arrangements relating to bankruptcy, insolvency or the financial standing of the Bidder, including but not limited to appointment of any officer such as a receiver in relation to the Bidder's personal or business matters or an arrangement with creditors, or of any other similar proceedings.
- c. Bidders must disclose if they have been convicted of, or are the subject of any proceedings relating to:
  - a criminal offence or other serious offence punishable under the law of the land, or where they have been found by any regulator or professional body to have committed professional misconduct;
  - corruption including the offer or receipt of an inducement of any kind in relation to obtaining any contract;
  - failure to fulfill any obligations in any jurisdiction relating to the payment of taxes or social security contributions.

## **29. Anti-Corruption Measure:**

- a. Any effort by Bidder(s) to influence the Client in the evaluation and ranking of financial proposals, and recommendation for award of contract, will result in the rejection of the proposal.
- b. A recommendation for award of Contract shall be rejected if it is determined that the recommended bidder has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question. In such cases, the Client shall blacklist the bidder either indefinitely or for a stated period of time, disqualifying it from participating in any related bidding process for the said period.

## **30. Language of Proposals:**

The proposal and all related correspondence exchanged between the bidder and the Client shall be written in the English language. Supporting documents and printed literature that are part of

the proposal may be in another language provided they are accompanied by an accurate translation of the relevant passages in English with self-certification for accuracy, in which case, for the purposes of interpretation of the Proposal, the translated version shall govern.

### **31. Cost of bidding:**

The Bidder shall bear all costs associated with the preparation and submission of its proposal. The Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. Bidder/s is/are not allowed to submit more than one proposal under the selection process. Alternate bids are also not allowed.

### **32. Legal Jurisdiction:**

All legal disputes are subject to the jurisdiction of civil court of **Bhubaneswar** only.

### **33. Governing Law and Penalty Clause:**

The schedule given for delivery is to be strictly adhered to in view of the strict time schedule. Any unjustified and unacceptable delay in delivery shall render the bidder liable for liquidated damages and thereafter the Client holds the option for cancellation of the contract for pending activities and complete the same from any other agency. The Client may deduct such sum from any money from their hands due or become due to bidder. The payment or deduction of such sums shall not relieve the bidder from his obligations and liabilities under the contract. The rights and obligations of the Client and the bidder under this contract will be governed by the prevailing laws of Government of India / Government of Odisha. Failure on bidder's part to furnish the deliverables as per the agreed time line will enforce a penalty @ 0.5% per week subject to maximum of 10% of the total contract value. The amount will be deducted from the subsequent payment. In addition, the PBG amount shall also be forfeited. The decision of the authority placing the contract, whether the delay in development has taken place on account of reasons attributed to the bidder shall be final.

### **34. Confidentiality:**

Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the bidders who submitted the proposals or to other persons not officially concerned with the process, until the publication of the award of contract. The undue use by any Consultant of confidential information related to the process may result in rejection of its proposal and may be subject to the provisions of the Client's antifraud and corruption policy. During the execution of the assignment except with prior written consent of the Client, the consultant or its personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the contract.

### **35. Amendment of the RFP Document:**

At any time before submission of proposals, the Client may amend the RFP by issuing an addendum through OTELP Plus website([www.otelp.org](http://www.otelp.org)). Any such addendum will be binding on all the bidders. To give bidders reasonable time in which to take an addendum into account in preparing their proposals the Client may, at its discretion, extend the deadline for the submission of the proposals.

### **36. Client's right to accept any proposal, and to reject any or all proposal/s**

The Client reserves the right to accept or reject any proposal, and to annul or amend the bidding / selection / evaluation process and reject all proposals at any time prior to award of contract award, without assigning any reason there of and thereby incurring any liability to the bidders.

### **37. Copyright, Patents and Other Proprietary Rights:**

PSU, OTELP Plus, ST&SC Development, M&BCW Department, Government of Odisha shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights and trademarks, with regard to documents and other materials which bear a direct relation to or are prepared or collected in consequence or in the course of the execution of this contract. At the Client's request, the Consultant shall take all necessary steps to submit them to the Client in compliance with the requirements of the contract.

### **38. Replacement of Key Personnel:**

The key professionals to be deployed under this contract must be dedicated in nature. However, the Client reserves the right to request the Consultant to replace the assigned personnel if they are not performing to a level of satisfaction. After written notification, the Consultant will provide CV of appropriate candidates within Seven (7) days for review and approval. The Consultant must replace the personnel within seven (7) working days from the date of approval of replacement. If one or more key personnel become unavailable / leave the project for any reason midway under the contract, the Consultant must notify the Client at least fourteen (14) days in advance, and obtain the approval prior to making any substitution. In notifying the Client, the Consultant shall provide an explanation of circumstances necessitating the proposed replacement and submit justification and qualification of replacement personnel in sufficient detail to permit evaluation of the impact on the engagement. Acceptance of a replacement person by the Client shall not relieve the consultant from responsibility for failure to meet the requirements of the contract. Change in key professionals beyond the allowable limit of the contract leads to implication of liquidated damage of 10% of the contract value.

### **39. Force Majeure:**

For purpose of this clause, "Force Majeure" means an event beyond the control of the agency and not involving the agency's fault or negligence and not foreseeable. Such events may include, but are not restricted, wars or revolutions, fires, floods, riots, civil commotion, earthquake, epidemics or other natural disasters and restriction imposed by the Government or other bodies, which are beyond the control of the agency, which prevents or delays the execution of the order by the agency. If a force Majeure situation arises, the agency shall promptly notify Client in writing of such condition, the cause thereof and the change that is necessitated due to the condition. Until and unless otherwise directed by the Client in writing, the Agency shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The agency shall advise Client in writing, the beginning and the end of the above causes of delay, within seven days of the occurrence and cessation of the Force Majeure condition. In the event of a delay lasting for more than one month, if arising out of causes of Force Majeure, Client reserves the right to cancel the contract without any obligation to compensate the agency in any manner for what so ever reason.

### **40. Settlement of Disputes:**

The Client and the Consultant shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or arising from or in connection with the Contract within thirty (30) days from the commencement of such informal negotiation. All dispute resolution proceedings shall be held at Bhubaneswar, Odisha, and the language of such proceedings and that of all documents and communications between the parties shall be in English. Programme Director, OTELP Plus and Additional Secretary to Government, ST&SC Development, M&BCW Department, Govt. of Odisha will be the final authority to resolve the dispute arising between Client and the Consultant.

### **41. Disqualification of Proposal:**

The proposal is liable to be disqualified in the following cases as listed below:

- Proposal not submitted in accordance with the procedure and formats as prescribed in the RFP.
- During validity of the proposal, or its extended period, if any, the bidder increases his quoted prices

- Proposal is received in incomplete form.
- Proposal is received after due date and time for submission of bid.
- Proposal is not accompanied by all the requisite documents / information.
- A commercial bid submitted with assumptions or conditions.
- Bids with any conditional Technical and Financial offer.
- If the bidder provides any assumptions in the financial proposal or qualifies the commercial proposal with its own conditions, such proposals will be rejected even if the commercial value of such proposals is the lowest / best value.
- Proposal is not properly sealed or signed.
- If bidder not submit both the Technical & Financial proposals separately in sealed manner with one envelop.
- Proposal is not conforming to the requirement of the scope of the work of the assignment.
- Bidder tries to influence the proposal evaluation process by unlawful/corrupt/fraudulent means at any point of time during the bid process.
- If, any of the bid documents (including but not limited to the hard and soft/electronic copies of the same, presentations during evaluation, clarifications provided by the bidder), excluding the commercial bid, submitted by the bidder is found to contain any information on price, pricing policy, pricing mechanism or any information indicative of the commercial aspects of the bid;
- Bidders or any person acting on its behalf indulges in corrupt and fraudulent practices.
- ***Any other condition / situation which holds the paramount interest of the Client during the overall section process.***



**COVERING LETTER**

**(ON BIDDERS LETTER HEAD)**

[Location, Date]

**To**

**The Programme Director, OTELP Plus,  
2<sup>nd</sup> Floor, TDCCOL Building, Bhoi Nagar,  
Rupali Square, Bhubaneswar-751022.**

**Subject:** Submission of RFP/ Bid Document for Impact Assessment Study on Livelihoods Intervention and Use of Natural Resources of Odisha Tribal Empowerment and Livelihoods Programme Plus (OTELP Plus).

Dear Sir,

I, the undersigned, offer to provide the services for the proposed assignment in respect to your Request for Proposal (RFP) No. \_\_\_\_\_, Dated: \_\_\_\_\_. I hereby submitting the proposal which includes this Technical Proposal sealed under a separate envelope. Our proposal will be valid for acceptance up to 180 Days and I confirm that this proposal will remain binding upon us and may be accepted by you at any time before this expiry date. All the information and statements made in this Technical Proposal are true and correct and I accept that any misinterpretation contained in it may lead to disqualification of our proposal. If negotiations are held during the period of validity of the proposal, I undertake to negotiate on the basis of the proposal submitted by us. Our proposal is binding upon us and subject to the modifications resulting from contract negotiations. I have examined all the information as provided in your Request for Proposal (RFP) and offer to undertake the service described in accordance with the conditions and requirements of the selection process. I agree to bear all costs incurred by us in connection with the preparation and submission of this proposal and to bear any further pre-contract costs. In case, any provisions of this RFP/ ToR including of our Technical & Financial Proposal is found to be deviated, then your Office/ Department shall have rights to reject our proposal at any time. I confirm that, I have the authority to submit the proposal and to clarify any details on its behalf.

I understand you are not bound to accept any proposal you receive.

I remain,

Yours faithfully,

**Authorized Signatory with Date and Seal:**

**Name and Designation:** \_\_\_\_\_

**Address of Bidder:** \_\_\_\_\_

## **FORMAT FOR SUBMITTING RFP**

### **Part-1: ORGANIZATION DETAILS**

Sl. No.	Particulars	Remarks/ Documents to be attached
01	Name of the Agency	<i>As per the Registration Certificate &amp; Legal Documents.</i>
02	<b>Address of Head office:</b> Telephone, Mobile & E-mail Id: Name(s) of the contact person(s):	
2.i	<b>Corresponding Office address</b> <b>(If different from the above address:</b> Telephone number: Name(s) of the contact person(s) along with mobile number and e-mail id.	
03	Year of establishment of the consulting Firm/ Agency/ Organisation & the date of Registration.	True copy of the Registration Certificate
04	Years of Work Experience and number of similar assignments in executing as mentioned in eligibility criteria of the RFP document.	<i>Mention no. of years and provide at least 3 nos. of work orders of similar assignments</i>
05	Annual Turnover of the Agency: Please mention the amount and attach the CA certified I&E/ Receipts & Payments and Balance Sheet for the last three(3) years. Besides, certified Turnover Certificate from CA.	<i>Audit report of the following years FY2020-21: FY2021-22: FY2022-23: 3 years average turnover certificate</i>
06	Income Tax – PAN No.	<i>Pl. indicate exemption entitled, if any, under Section 80 G.</i>
07	Tax Deduction Account Number (TAN)	
08	Type of consulting Firm/ Agency/ Organisation (Society/ Trust/ Company etc.)	

The following documents need to be submitted along with this format.

- True copy of the Registration Certificate;
- True copy of previous 3 years Audited Financial Statements duly signed by Chartered Accountant depicting I&E, Receipts & Payment and Balance Sheet;
- 3 years average Turnover Certificates;
- An affidavit, that the organization has not been blacklisted by any government agencies in India, signed by the authorized legal representative;
- True copy of the PAN Card and the TAN;
- True copy of the document showing GST Registration No.
- True copy of MOA/ Bye Laws/ Partnership Deed / Proprietary Deed etc.
- Copy of other documents referred to in the Annexure of this document or as felt relevant to represent the material facts.

**Part-2 : Composition of proposed survey team and CVs of the team in brief**

SL.	Name & address of Impact Assessment team members	Age	Sex	Educational qualification	Relevant experience in conducting similar exercise (mention name of any 3 nos. of jobs carried out and period against individual team member <b>(CV Must be attached)</b> )
1					
2					
3					
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25					

### Part-3 : Financial (RFP)

Sl. No.	Particulars of Item	Unit Cost (in Rs.)	No. of Units	Total (in Rs.)
1	DA and consultancies fees of the Thematic expert		7	
2	DA and consultancies fees of the Field Investigators		18	
3	Contingencies and Miscellaneous Expenditures (such as photocopying/ printing questionnaire formats, pens, pencils etc.)	-	1 (LS)	
4	Documentations of report		10 Hard Copies & 1 Pen Drive	
5	Travel Allowance		LS	
6	Lodging allowance for Investigators		LS	
7	Lodging allowance for Thematic expert		LS	
8	Organization of Workshops		4	
<b>Sub Total of 1 to 4</b>				
9	Agencies Charges @ % of the sub total			
<b>Total</b>				
10	Taxes (mention tax details as applicable) @ % of Total			
<b>GRAND TOTAL</b>				

I confirm that, I have the authority of [name of firm/agency/organisation] to submit this RFP and the information furnished in the format are true to best of my knowledge and I have the authority to clarify any details on behalf of the agency.

Signature & Name of Official with Office Seal

Place:

Date:

## FORMAT FOR POWER OF ATTORNEY

(On Bidders Letter Head)

I, \_\_\_\_\_, the \_\_\_\_\_ (Designation) of (Name of the consulting Firm/ Agency/ Organisation) in witness whereof certify that <Name of person> is authorized to execute the attorney on behalf of <Name of consulting Firm/ Agency/ Organisation>, <Designation of the person> of the company acting for and on behalf of the company under the authority conferred by the < Notification/ Authority order no.> Dated <date of reference> has signed this Power of attorney at <place> on this day of <day><month>, <year>.

The signatures of <Name of person> in whose favour authority is being made under the attorney given below are hereby certified.

Name of the Authorized Representative:

\_\_\_\_\_  
(Signature of the Authorized Representative with Date)

CERTIFIED:

Signature, Name & Designation of person executing attorney:

Address of the Bidder:

**(BIDDER/CONSORTIUM PARTNER'S PAST EXPERIENCE DETAILS)**

**Table -1 (List of 3 completed assignments only of similar nature\*\* in any sector during last 3 years)**

<b>Sl. no.</b>	<b>Period</b>	<b>Name of the Assignment with details thereof</b>	<b>Name of the Client</b>	<b>Contract Value (in INR) and Duration in Month</b>	<b>Date of Award / Commencement of assignment</b>	<b>Date of Completion of assignment</b>	<b>Remarks if any</b>
<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>	<b>H</b>
<b>1</b>							
<b>2</b>							
<b>3</b>							

**Authorized Signatory [In full and initials]:** \_\_\_\_\_

**Name and Designation with Date and Seal:** \_\_\_\_\_

**INFORMATION REGARDING ANY CONFLICTING ACTIVITIES AND  
DECLARATION THEREOF**

**Are there any activities carried out by your agency which are of conflicting nature as mentioned in Section 2: [Information to the Bidder] under Eligibility Criteria: Para (5). If yes, please furnish details of any such activities.**

If no, please certify,

**IN BIDDER/LEAD PARTNER'S LETTER HEAD**

I, hereby declare that our agency as Individual / as a member of any consortium is not indulged in any such activities which can be termed as the conflicting activities as mentioned in **Section 2: [Information to the Bidder] under Eligibility Criteria: Para (5)**.

I, also acknowledge that in case of misrepresentation of any of the information, our proposal / contract shall be rejected / terminated by the Client which shall be binding on us.

**Authorized Signatory [In full initials with Date and Seal]:** \_\_\_\_\_

**Communication Address of the Bidder:** \_\_\_\_\_

## **Comments and Suggestions on the Terms of Reference / Scope of Work and Counterpart Staff and Facilities to be provided by the Client**

**A: On the Terms of Reference / Scope of Work:**

[The consultant needs to present and justify in this section, if any modifications to the Terms of Reference he is proposing to improve performance in carrying out the assignment (such as deleting some activity considering unnecessary, or adding another, or proposing a different phasing of the activities / study process modifications). Such suggestions should be concise and to the point, and incorporated in the technical proposal. Modification / suggestion will not be taken into consideration without adequate justification. Any change in manpower resources will not be taken into consideration]

**B: On Input and Facilities to be provide by the Client:**

[Comment here on inputs and facilities to be provided by the Client with respect to the Scope of Work and Study Implementation]

**Authorized Signatory [In full and initials]:** \_\_\_\_\_

**Name and Designation with Date and Seal:** \_\_\_\_\_



**PERFORMANCE BANK GUARANTEE FORMAT**

**(To be print with INR 100 Indian Non-Judicial Stamp Paper and this BG format will be required on the time of Contract Signing with the selected consulting Firm/ Agency/ Organization)**

**To,  
The Programme Director,  
OTELP Plus, 2<sup>nd</sup> Floor, TDCCOL Building,  
Bhoi Nagar, Rupali Square,  
Bhubaneswar-751021.**

WHEREAS..... (Name and address of the Consultant) (hereinafter called “the Consultant”) has undertaken, in pursuance of RFP no..... dated ..... to undertake the service ..... (description of services) (herein after called “the contract”). AND WHEREAS it has been stipulated by \_\_\_\_\_(Name of the Client) in the said contract that the Consultant shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract; AND WHEREAS we have agreed to give the supplier such a bank guarantee; NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the Consultant, up to a total of ..... (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the consultant to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein. We hereby waive the necessity of your demanding the said debt from the consultant before presenting us with the demand. We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the consultant shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification. This performance bank guarantee shall be valid until the ..... day of ....., 2024 Our branch at Bhubaneswar (Name & Address of the Bank) is liable to pay the guaranteed amount depending on the filing of claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our Bhubaneswar branch a written claim or demand and received by us at our Bhubaneswar branch on or before Dt.....otherwise bank shall be discharged of all liabilities under this guarantee thereafter.

.....  
**(Signature of the Authorized Officer of the Bank)**  
.....

.....  
**Name and Designation of the Officer**  
.....

.....  
**Seal, Name & Address of the Bank & Branch**  
.....