



**Request For Proposal (RFP) for selection of firm for establishing of
Technical Assistance and Support Unit (TASU) under Odia Language
Literature & Culture Department**

RFP No: Ref Number: OLLC/10987/TASU

Date: 08.11.2024

E.M.D: Rs. 10,00,000 (Ten Lakhs Rupees Only)

RFP Fees: Non-refundable Rs. 11,800/- {Rs.10,000/- + 18% GST (Rs. 1800/-)}

RFP Inviting Authority

**Directorate of Culture, Government of Odisha
2nd Floor, Sanskruti Bhawan, Museum Complex, Bhubaneswar -7510141
<https://culture.odisha.gov.in/>**

Disclaimer

The information contained in this Request for Proposal document ("RFP") or any other information subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf of the Odia Language, Literature & Culture Department or any of its employees or advisers, is provided to the Bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Odia Language Literature & Culture Department to the prospective Bidders or any other person. The purpose of this RFP is to provide interested Bidders with information that may be useful to them in the formulation of their Proposals pursuant to the RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Odia Language Literature & Culture Department in relation to the Services. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Odia Language, Literature & Culture Department, its employees, or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements, and information contained in this RFP may not be complete, accurate, adequate, or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidders is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Odia Language Literature & Culture Department accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Odia Language Literature & Culture Department, its employees and advisers make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense, which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this selection process.

The Odia Language Literature & Culture Department also accepts no liability of any nature whether resulting from negligence or otherwise however caused or arising from reliance of any Bidder upon the statements contained in this RFP. The Odia Language Literature & Culture Department may in its absolute discretion, but without being under any obligation

to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the Odia Language Literature & Culture Department is bound to select a Bidder or to appoint the selected Consultant, as the case maybe, to provide the Services and the Odia Language Literature & Culture Department reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Odia Language, Literature & Culture Department, or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Bidder and the Odia Language Literature & Culture Department shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Proposal, regardless of the conduct or outcome of the selection process.

Data Sheet

Sl. No.	Particulars	Details
1.	Name of the Organization	Odia Language Literature & Culture Department
2.	Method of Selection & Proposal Validity	Quality cum Cost Based Selection (QCBS)&120 Day's proposal validity
3.	Date of Issue of RFP	08.11.2024
4.	Deadline for Submission of Pre-Bid Queries	12.11.2024
5.	Proposal Due Date	29.11.2024 till 3 PM
6.	Date of opening of Pre-Qualification Proposal	30.11.2024 till 3 PM
7.	Date of opening of Technical Proposal	To be informed later
8.	Date of Presentation	To be informed later
9.	Date of opening of Financial Proposal	To be informed technically qualified after bidders
10.	Expected Date of Commencement of Assignment	To be informed later
11.	Pre-proposal meeting and nodal officer	A pre-proposal meeting will be held on 13.11.2024, 3:00 PM Location: Directorate of Culture, Government of Odisha, 2nd Floor, Sanskruti Bhawan, Museum Complex, Bhubaneswar -7510141 Smt. Suchismita Mantry Deputy Director Directorate of Culture, Government of Odisha
12.	Bid Document Fee (Non-Refundable) <i>(As Demand Draft from any scheduled commercial bank/nationalized bank in the name Odia Language, Literature & Culture Department, Odisha)</i>	Bid Document Fee (Non-Refundable) of Rs.11,800/- (Rupees Eleven Thousand Eight Hundred only) (including GST).
13.	Earnest Money Deposit (EMD) (Refundable) <i>(As Demand Draft from any scheduled commercial bank/nationalized bank in the name Odia Language, Literature & Culture Department, Odisha)</i>	Earnest Money Deposit (EMD) Fee (Refundable) of Rs. 10,00,000 (Ten Lakhs Rupees Only)
14.	Performance Security	5% of the overall contract value. <i>(As Bank Guarantee from any scheduled commercial bank/nationalized bank in the</i>

Sl. No.	Particulars	Details
		<i>name of</i> Odia Language, Literature & Culture Department, Odisha)
15.	Contact Person Location	Smt. Suchismita Mantry Deputy Director Directorate of Culture, Government of Odisha, 2nd Floor, Sanskruti Bhawan, Museum Complex, Bhubaneswar -7510141
16.	RFP can be downloaded from	https://tendersodisha.gov.in/ https://culture.odisha.gov.in/

SECTION 1: LETTER OF INVITATION

Letter of Invitation

Name of the Assignment: Request for Proposal (RFP) for selection of firm for establishing of Technical Assistance and Support Unit (TASU) under Odia Language Literature & Culture Department.

Odia Language, Literature & Culture Department (the “Authority”), in accordance with the provisions under the Guidelines for Engagement of Consultants and Outsourcing of Services issued in the Office Memorandum No. 37323/F Dt. 30.11.2018 of the Finance Department, now invites reputed, eligible agencies for submitting proposals for undertaking various consultancy services for Odia Language, Literature & Culture Department.

1. A bidder will be selected under **QCBS** procedure as prescribed in the RFP Document in accordance with the procedures prescribed here with circulated vide Office Memorandum No.37323/F, Dated:30.11.2018 of Finance Department, Govt. of Odisha.
2. Interested bidders fulfilling eligibility conditions as mentioned in this RFP can submit their proposals. Consortium subject to maximum 2 members are allowed.
3. The proposal should be submitted in three parts/ envelope as follows:
 - Part 1: Pre-Qualification & Technical Qualification Proposal.
 - Part 2: Financial Proposal.

Evaluation of the proposals shall be made as per the evaluation criteria mentioned in the RFP prior to opening of financial proposal.

4. In the event that any of the instructions mentioned herein have not been adhered to, the Odia Language Literature & Culture Department may reject the Proposal.
5. The proposal, complete in all respect as specified in the RFP Document, must be accompanied by a Non-refundable Bid Document Fee and a Refundable EMD of paid as prescribed in the RFP failing which the bid will be rejected.
6. The last date and time for submission of proposal, complete in all respect, is as per the Bidder Data Sheet and the date of opening of the technical proposal is as mentioned in the Bidder Data Sheet, which will be done in the presence of the bidder’s representative at the specified address as mentioned in the Bidder Data Sheet. Representatives of the bidders may attend the meeting with due authorization letter on behalf of the bidder.
7. This RFP includes the following sections:
 - a) Letter of Invitation [**Section–1**]
 - b) Information to the Bidder [**Section–2**]

- c) Terms of Reference [**Section-3**]
 - d) Technical Proposal Submission Forms & Annexures [**Section-4**]
 - e) Financial Proposal Submission Forms [**Section-5**]
- 8.** While all information/data given in the RFP are accurate within the consideration of scope of the proposed assignment to the best of the Odia Language Literature & Culture Department's knowledge, the Odia Language Literature & Culture Department holds no responsibility for accuracy of information, and it is the responsibility of the bidder to check the validity of information/data included in this RFP. The Odia Language Literature & Culture Department reserves the right to accept/reject any /all proposals/cancel the entire selection process at any stage without assigning any reason thereof.

**SECTION 2:
INSTRUCTION TO BIDDERS**

1. Pre-Qualification Criteria:

Each bidder will be assessed based on the following pre-qualification criteria before proceeding for Technical Evaluation. Only bidders qualified as per Eligibility criteria shall be considered for technical evaluation. The bidder is required to produce the copies of the required supportive documents/information as part of their technical proposal failing which the proposals will be rejected.

Sr. No	Eligibility Criteria	Supporting Documents
1.	Incorporation: The bidder should be a company incorporated under Companies Act, 1956/2013 or a partnership firm registered under LLP Act, 2008. and must be in consultancy business and operational for at least 10 years, as on the date of submission of the bid.	Certificate of Incorporation/ Partnership Deed along with PAN, GST registration certificate
2.	Turnover: The Average Annual Turnover from Consultancy services of the bidder from last three financial years ending 31st March 2023; shall be minimum Rs. 200 Crores or above Note: Audited financial statements (Profit and Loss and Balance Sheet) should be submitted as supporting. The financial capacity of bidder or its Parent/ Holding/ Associate entity shall be considered.	i. Audited financial statements (Profit and Loss and Balance Sheet) ii. Certificate from CA
3.	Net worth: The bidder should have positive net worth as on March 31, 2023	Certified Copy of audited Profit and Loss (P&L) Statements/ Net worth certificate from CA
4.	Consultancy Experience: The bidder must have completed at least two Consultancy projects related to Program Management/Program Monitoring Unit / Technical Support Agency related Consultancy project for any ULBs/ State Govt/ Central Govt Agencies with each order value more than Rs. 5 Cr. in last 5 years from the date of submission.	Copy of Letter of Award/ Work Order/ PO/ Completion Certificate/ testimonial
5.	Resources Strength: The Applicant must have an employee strength in consulting at least 100 on	Self-declaration on the letter head of the company by the HR

Sr. No	Eligibility Criteria	Supporting Documents
	payroll of the company as on date of submission of the bid.	
6.	Blacklisting: The bidder should not be blacklisted by any state/ central government department, agency, corporation, urban local body, PSU, at the time of submission of the bid	Self-declaration on the letter head of the company by authorized signatory

Note: In the case of Consortium both the bidder(s) must fulfil Sr. No 1, 3 & 6 of Pre-Qualification Criteria individually along with other (if required).

Documents/ Formats need to be submitted along with TECHNICAL PROPOSAL:

The bidders must furnish the following documents duly signed in along with their Technical Proposal:

- Filled in Bid Submission Check List in Original (Annexure-I)
- Covering letter (TECH- 1) on bidder's letterhead requesting to participate in the selection process.
- Bid Document Fee & Earnest Money Deposit (EMD) as applicable
- General Details of the Bidder (TECH - 2)
- Power of Attorney (TECH - 4) in favor of the person signing the bid on behalf of the bidder. Alternatively, bidder can submit Board resolution copy mentioning the Authorized Signatory
- Undertaking for not having been blacklisted by any Indian Central / State Government /PSU as on submission date of this tender
- Declaration regarding Conflict of Interest (TECH - 6)
- Declaration of No involvement in any legal conflicts or any pending legal issues with the Odia Language Literature & Culture Department during last 3 years. (On the letter head of the bidder)

Bidders should submit the required supporting documents as mentioned above. Bids not conforming to the eligibility criteria and non-submission of required documents as listed above may lead to rejection of the bid. Submission of forged documents will also result in rejection of the bid. Bidders are advised to study all instructions, forms, terms & conditions, and other important information as mentioned in the RFP Document. The proposal must be complete in all respect, indexed and bound. Each page should be numbered and signed by the authorized representative.

2. Bid Document Fee

The bidder must furnish as part of technical proposal, the required bid Document fee as prescribed in the RFP failing which the bid will be rejected.

3. Earnest Money Deposit

The bidder must furnish as part of the technical proposal, an Earnest Money Deposit (EMD) as prescribed in the RFP failing which the bid will be rejected. The EMD of unsuccessful bidders shall be refunded after finalization of selection process and after award and signing of contract with the successful bidder. The EMD may be forfeited on account of the following reasons:

- Any / All information furnished by the bidder is found to be forged / false during the evaluation process.
- Any other circumstance which holds the interest of the during the overall selection process.

The EMD of the Successful bidder may be forfeited on account of the following reasons:

- If Bidder fails to sign the contract within designated period (15 days).
- If the bidder fails to furnish required Performance Bank Guarantee in time.
- If the Bidder withdraws its proposal during the bid validity period as specified in RFP.

4. Validity of the Proposal

Proposals shall remain valid for a period of 120 (One hundred twenty days) from the date of opening of the technical proposal. The Odia Language Literature & Culture Department reserves the rights to reject a proposal valid for a shorter period as non-responsive and will make the best efforts to finalize the selection process and award of the contract within the bid validity period. The bid validity period may be extended on mutual consent.

5. Pre -Proposal Queries/ Pre-Proposal Meeting

Bidders can submit their queries in respect of the RFP and other details, if any, to Odia Language, Literature & Culture Department, Odisha through e-mail at till the timeline as per Bid Data Sheet.

Pre-bid meeting will be held as per the venue and schedule in Bidder Data Sheet. The bidders will have to ensure that their queries for pre-proposal meeting should reach one day before the pre-proposal meeting to the email address mentioned in this RFP.

6. Preparation and Submission of Proposal

- i. Detail RFP shall be downloaded, and bids shall be submitted online as per instruction given in from <https://culture.odisha.gov.in/>.
- ii. In case the Technical Proposal Envelope has the financial proposal Envelope, the bid would be summarily rejected.
- iii. Evaluation of the proposals shall be made as per the evaluation criteria mentioned in the RFP prior to opening of financial proposal.
- iv. Each page should be page numbered and in confirmation to the eligibility qualifications and clearly indicated using an index page. The Odia Language Literature & Culture Department will not consider any proposal that arrives after the deadline as prescribed

in the Bidder Data Sheet. Any Proposal received after the deadline will be outrightly rejected by the authority.

Any deviation from the prescribed procedures /information/ formats/ conditions shall result in out-right rejection of the proposal. All the pages of the proposal must be sealed and signed by the authorized representative of the bidder. Bids with any conditional offer shall be outrightly rejected. All pages of the proposal must have to be sealed and signed by the authorized representative of the bidder. Any conditional bids will be rejected.

7. Opening of the proposal

- i. Completed proposal must be submitted on or before the time and date stated in the Data Sheet.
- ii. Opening of Proposals will be done at Odia Language, Literature & Culture Department.
- iii. The Financial Proposal will be opened for the shortlisted applicants who qualify for financial opening as per RFP. The date of opening of Financial Proposal will be notified later.

8. Evaluation of Proposal

A Three step evaluation process will be conducted as explained below for evaluation of the proposals:

- Preliminary Evaluation (1st Step): Preliminary evaluation of the proposals will be done to determine whether the proposal complies with the prescribed eligibility conditions and the requisite documents/information has been properly furnished by the bidder or not, as per requirements stated above in this RFP.
- TECHNICAL EVALUATION (2ndStage): Evaluation of the Technical and financial proposals will be based on Quality and Cost Based Selection mode with weightage of 70% and 30% for technical and financial proposals, respectively.
 - 1) In the first phase the Technical Proposals shall be evaluated based on eligibility criteria as mentioned in this TOR.
 - 2) In the second phase the firms which satisfy the eligibility criteria shall be given marks based on Table: 1 as below TOR. Accordingly, firms will be ranked based on the marks allotted to them.

9. Table1: Technical Evaluation Criteria

Sl. No.	Parameters	Total / Maximum Marks
	Financial Capacity of the Bidder	10
1	<p>The Average Annual Turnover from Consultancy services of the bidder from last three financial years ending 31st March 2023; shall be minimum Rs. 200 Crores or above</p> <ul style="list-style-type: none"> • Up to INR. 200 Cr. - 5 Marks • > INR 200 Cr. and <= INR 500 Cr. – 7 Marks • > INR 500 Cr. and above – 10 Marks <p>Note: Audited financial statements (Profit and Loss and Balance Sheet) should be submitted as support. The financial capacity of bidder or its Parent/ Holding/ Associate entity shall be considered.</p>	10
2	Proof of Experience	40
2.1	<p>Consultancy Experience:</p> <p>The Bidder must have experience of Project Monitoring /Project Management / Technical Support / Technical Support / Project Development or relevant consultancy projects with the Government department of minimum project cost of Rs. 5 Crores in India during last 5 years as on date of release of RFP.</p> <ul style="list-style-type: none"> • Each Project shall carry 5 marks (Maximum 15 Marks) <p>Note: Supporting documents like LOA/PO/WO/Agreement Copy for such projects should be submitted along with project citations shall be considered.</p>	15
2.2	<p>Consultancy Experience in Odisha:</p> <p>The Bidder must have experience of Project Monitoring /Project Management / Technical Support / Technical Support / Project Development or relevant consultancy projects of minimum project value of Rs. 3 Crores under Odisha Government, during last 5 years as on date of release of RFP.</p>	15

Sl. No.	Parameters	Total / Maximum Marks																
	<ul style="list-style-type: none"> Each Project shall carry 2 marks (Maximum 10 Marks) In case above projects are ongoing, each project shall carry 1 mark (Maximum 5 Marks) <p>Note: Supporting documents like LOA/PO/WO/Agreement Copy for such projects should be submitted along with project citations shall be considered.</p>																	
2.3	<p><i>IEC, Media Promotions and Communication Cell Experience in Odisha:</i></p> <p>The Bidder must have experience of providing advisory services for IEC/ social media/ Communication Cell etc. for any Government Department in last 5 years in India.</p> <ul style="list-style-type: none"> Project shall carry 5 marks <p>Note: Supporting documents like LOA/PO/WO/Agreement Copy for such projects should be submitted along with project citations shall be considered.</p>	5 Marks																
2.4	<p><i>Arts & Culture Advisory Experience</i></p> <p>The Bidder must have experience of working on strategic planning/advisory/consultancy for Arts & Culture sector for any Government Authority/Agencies.</p> <ul style="list-style-type: none"> Project shall carry 5 marks <p>Note: Supporting documents like LOA/PO/WO/Agreement Copy for such projects should be submitted along with project citations. Credentials of Parent Entity or Member firms shall be considered.</p>	5 Marks																
3	<p>Suitability for the scope of work-Team composition</p> <table border="1" data-bbox="350 1499 1227 1793"> <thead> <tr> <th>Position</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>Principal Consultant (Program Management)</td> <td>5 Marks</td> </tr> <tr> <td>Senior Consultant (Bid Procurement)</td> <td>3 Marks</td> </tr> <tr> <td>Senior Consultant (Heritage, Culture & Arts)</td> <td>3 Marks</td> </tr> <tr> <td>Senior Consultant (Technology Management)</td> <td>3 Marks</td> </tr> <tr> <td>Consultant (Bid Procurement)</td> <td>2 Marks</td> </tr> <tr> <td>Consultant (Technology Management)</td> <td>2 Marks</td> </tr> <tr> <td>Consultant (Social Media Promotion)</td> <td>2 Marks</td> </tr> </tbody> </table> <p>The bidder shall be required to submit CVs of all resources as per Section 3 of Clause 2.2. Consultant Deployment, however above positions only shall be considered for evaluation.</p>	Position	Marks	Principal Consultant (Program Management)	5 Marks	Senior Consultant (Bid Procurement)	3 Marks	Senior Consultant (Heritage, Culture & Arts)	3 Marks	Senior Consultant (Technology Management)	3 Marks	Consultant (Bid Procurement)	2 Marks	Consultant (Technology Management)	2 Marks	Consultant (Social Media Promotion)	2 Marks	20
Position	Marks																	
Principal Consultant (Program Management)	5 Marks																	
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Consultant (Social Media Promotion)	2 Marks																	

Sl. No.	Parameters	Total / Maximum Marks	
4	Approach and methodology	30	
	Approach and Methodology of the Technical proposed submitted along with work plan shall be submitted in technical presentation PPT format.	30	
	Post evaluation of PQ & TQ. Qualified bidder shall be invited by Authority. Not required to be submitted in Technical Bid		
	Criterion		Marks
	Approach and Methodology towards the project Measures, Monitoring and Tracking progress of various projects, efficiency initiatives of the authority etc.		10
Relevant Local Knowledge & Odia Language Literature & Culture Department understanding	10		
Innovation and Best Practices	10		
Total Marks 100 (Passing Marks- 70 marks)		100	

The number of points to be assigned to each of the experts shall be determined considering the following sub-criteria and relevant percentage weights:

- Minimum qualifications (Fulfilling minimum education criteria mentioned in the ToR): 20%
- Minimum Experience (Fulfilling Minimum Years of relevant experience criteria as mentioned in the ToR): 30%
- Relevant Sector Experience (Fulfilling experience criteria of relevant sector and assignment as mentioned in the ToR): 50%

For each Technical Proposal, the total points that can be awarded for each Bidder are 100, and the minimum technical score (T) that a Bidder requires to qualify for opening of the Financial Proposal is 70.

The highest evaluated Technical Proposal (Th) shall be given maximum Technical Score (St) of 100. The formula for determining the Technical Scores (St) of all other proposals is calculated as following:

$St = 100 \times T/Th$, in which “St” is the Technical Score, “Th” is the highest Technical Score given, and “T” is the Technical Score of the proposal under consideration.

- FINANCIAL EVALUATION (3rd Stage): The financial proposals of the bidders qualifying the technical evaluation (2nd Stage) only shall be opened at this stage in the presence of the bidder's representative who wishes to attend the meeting with proper authorization letter. The name of the bidder along with the quoted financial price will be announced during the meeting.
- The lowest evaluated financial proposal (Sf) will be given a maximum financial score (Fm) of 100 points. The formula for determining the financial scores of other proposals will be computed as follows:
- $Sf = 100 \times Fm/F$, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the Proposal under consideration.

10.Evaluation Process

Proposals shall be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal (0.7); P = the weight given to the Financial Proposal (0.3); T + P = 1) as following:

$$S = St \times T + Sf \times P,$$

The Selected Applicant shall be the First Ranked Applicant (having the highest combined score). The Second and Third Ranked Applicant shall be kept in reserve and may be invited for negotiations in case the first ranked Applicant withdraws or fails to comply with the requirements specified in the RFP document.

11.Performance Bank Guarantee (PBG)

Within 15 working days of notifying the acceptance of a proposal for award of contract, the qualified bidder shall have to furnish a Performance Bank Guarantee as defined in this RFP. Failure to comply with the terms and conditions of the contract agreement 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.

12.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.

13.Award of Contract

After completion of the contract negotiation stage, the Odia Language Literature & Culture Department 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 bidders will be asked to sign the contract after fulfilling all formalities within 15 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 36 months from the date of effectiveness of the contract and will be extended on mutual consent.

14. Conflict of Interest:

Conflict of interest exists in the event of:

- a. As per CVC guidelines

15. Disclosure:

- i. 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.
 - Bidders must disclose if they as valid on date, 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.
- ii. 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.

16. Anti-corruption Measure

- i. Any effort by Bidder(s) to influence the Odia Language Literature & Culture Department in the evaluation and ranking of financial proposals, and recommendation for award of contract, will result in the rejection of the proposal.
- ii. 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 Odia Language Literature & Culture Department shall blacklist the bidder either indefinitely or for a stated period, disqualifying it from participating in any related bidding process for the said period.

17. Language of Proposals

The proposal and all related correspondence exchanged between the bidder and the Odia Language Literature & Culture Department 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.

18. Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its proposal. The Odia Language Literature & Culture Department shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. A bidder is not allowed to submit more than one proposal under the selection process. Alternate bids are also not allowed.

19. Legal Jurisdiction

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

20. 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 Odia Language Literature & Culture Department holds the option for cancellation of the contract for pending activities and completes the same from any other agency. The Odia Language Literature & Culture Department 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 Odia Language Literature & Culture Department and the bidder under this contract will be governed by the prevailing laws of Government of India / Government of Odisha.

21. 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 Odia Language Literature & Culture Department's antifraud and corruption policy. During the execution of the assignment except with prior written consent of the Odia Language, Literature & Culture Department, 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.

22. Amendment of the RFP Document

At any time before submission of proposals, the Odia Language Literature & Culture Department may amend the RFP by issuing an addendum at <https://tendersodisha.gov.in>. 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 Odia Language Literature & Culture Department may, at its discretion, extend the deadline for the submission of the proposals.

23. Odia Language Literature & Culture Department's right to accept any proposal and to reject any or all proposal(s)

The Odia Language Literature & Culture Department 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.

24. Copyright, Patents and Other Proprietary Rights

Odia Language Literature & Culture Department 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 during the execution of this contract. At the Odia Language Literature & Culture Department's request, the Consultant shall take all necessary steps to submit them to the Odia Language Literature & Culture Department in compliance with the requirements of the contract.

25. Replacement of Key Personnel

The key professionals to be deployed under this contract must be dedicated in nature. However, the Odia Language Literature & Culture Department 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 Fifteen (15) days for review and approval. The Consultant must replace the personnel within fifteen (15) working days from the date of approval of replacement. If one or more key personnel become unavailable / leaves the project for any reason midway under the contract, the Consultant must notify the Odia Language Literature & Culture Department at least fourteen (14) days in advance and obtain the approval prior to making any substitution. In notifying the Odia Language, Literature & Culture Department, 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 Odia Language Literature & Culture Department 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 up to 5% of the contract value.

26. 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, war so 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 Odia Language Literature & Culture Department 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 Odia Language Literature & Culture Department 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 Odia Language Literature & Culture Department 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, Odia Language Literature & Culture Department reserve the right to cancel the contract without any obligation to compensate the agency in any manner for whatsoever reason.

27. Settlement of Dispute

The Odia Language Literature & Culture Department and the agency shall make every effort to resolve amicably, by direct negotiation, any disagreement or dispute arising between them under or arising from or in connection with the contract. Disputes not so resolved amicably within 30 days of receipt of notice of such as a dispute shall be adjudicated by competent court at Bhubaneswar, Odisha.

28. Disqualification of Proposal

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

- Proposal submitted without Bid Document Fee & EMD as applicable
- A bidder submits more than one proposal for this RFP, all such proposals shall be rejected, and the bidder shall be disqualified from this bid process.
- 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, conditions or uncertainty.
- 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

- 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 Odia Language Literature & Culture Department during the overall selection process.

29.Liability

The Liability of the selected consultant under this agreement in any case shall not be beyond the amount of fees payable to the selected consultant under this agreement.

30.Indemnity

The Consultant always during the pendency of this agreement, keep the Government/ Authority/ Corporation/ Odia Language Literature & Culture Department Indemnified to an amount not exceeding the total fees payable to the consultant under this agreement.

SECTION: 3
TERMS OF REFERENCE (ToR)

1. Background: Odia Language, Literature & Culture Department

Odisha is the bastion of rich cultural heritage with its historical monuments, archaeological sites, traditional arts, sculpture, dance, and music. From time immemorial Odisha has attracted a large number of scholars, artists, and tourists. The Department of Culture looks forward to the systematic and comprehensive promotion in the field of art and culture in the State and the Department aims at preserving the ancient cultural tradition and antiquities with the help of its subordinate offices and autonomous organization functioning under it.

1.1. Broad Scope of Work

The broad scope of work for the Technical Assistance & Support Unit (TASU) shall include advisory support and assistance in the following major areas which shall include, but not limited to

- a. Strategic Development
- b. Procurement, Bid & Contract Management
- c. Technology Advisory
- d. IEC & Cultural Promotion

1.1.1. Strategic Development

- i. Formulate a comprehensive cultural policy and schemes to promote and preserve local heritage, language, and arts.
- ii. Evaluate current cultural programs and suggest improvements for greater impact and efficiency.
- iii. Stakeholder Engagement: Facilitate coordination with artists, scholars, cultural institutions, and community groups to strengthen cultural initiatives.

1.1.2. Procurement, Bid & Contract Management

The objective of this track of work for the consultant is to prepare EOIs/RFQs/RFPs for Odia Language, Literature & Culture Department and facilitate bid management activities leading to selection of vendors for various activities.

The broad activities which a consultant will be expected to perform are:

- i. Gather techno-commercial requirements for the identified initiative.
- ii. Preparation of EOI/RFP/RFQ based on requirements of Odia Language, Literature & Culture Department.
- iii. Facilitate pre-bid sessions with vendors and issue of necessary corrigendum/ replies to vendor queries.
- iv. Conduct detailed pre-qualification, technical and commercial evaluations of the bids received.
- v. Undertake technical and commercial negotiations with shortlisted vendor.
- vi. Preparation of Draft contract with vendors and undertake negotiations. Issue of Letter of Intent (LoI), Work Order, etc.

1.1.3. Technology Advisory

The broad scope of activities which the consultant will be expected to undertake as part of solution conceptualization will include Detailed study of the existing systems and processes in Odia Language, Literature & Culture Department.

- i. Undertake global/ national best practices/studies for identified Language, Literature & Culture.
- ii. Detailed solution conceptualization for each of the modernization initiative
- iii. High level technology design and identification of functional requirements of the solution
- iv. Preparation of AS IS, TO BE, Detailed Project Report for each modernization initiative/project.

1.1.4. IEC & Cultural Promotion

- i. The Agency shall design, develop, create, and publish content on current and upcoming communication channels like Facebook, Twitter, YouTube, Emailers, Instagram, SMS, Telegram WhatsApp etc.
- ii. The agency shall develop relatable content for the website of the Odia Language Literature & Culture Department, the agency shall also be responsible to design content.

2. Consultant Deployment

The core team would be deployed onsite Full time (unless there are any circumstances that reasonably restricts travel or physical presence of our personnel at your office / location) for the entire project duration unless stated otherwise by client.

Over and above that, Odia Language, Literature & Culture Department reserves the right to increase or decrease the number of positions for internal departments and establishments as and when required as per the terms and conditions detailed below. The Consultant personnel shall be stationed at Odia Language Literature & Culture Department's location in Cuttack, Odisha. Experts shall be deployed as and when required on need basis.

S. No	Position	Educational Qualification	Work Experience
1.	Principal Consultant (Program Management)	BE/B.Tech/MCA or any master's degree from recognized University/institutes.	<ul style="list-style-type: none">• 10 years of experience in Government Sector project.• Experience of working as team leader/ project manager.
2.	Senior Consultant (Bid Procurement)	Graduate or master's degree from recognized University/institutes.	<ul style="list-style-type: none">• 7 years of experience in Government Sector procurement.• Experience of working as a procurement consultant and hands-on experience on preparation of RFP, RFQ,

S. No	Position	Educational Qualification	Work Experience
			EOI, tender, contract agreement etc. for Government clients.
3.	Senior Consultant (Heritage, Culture & Arts)	Master's degree from recognized University/institutes.	<ul style="list-style-type: none"> • 7 years of experience in Government Sector project. • Experience of working as a consultant for Heritage, Culture & Arts. • Speaking, reading and speaking fluency in Odia Language is mandatory.
4.	Senior Consultant (Technology Management)	B. E/ B. Tech/MCA/M. Tech in Computer Science/ Information Technology/MBA from recognized University/institutes.	<ul style="list-style-type: none"> • 7 years of experience of working of IT Transformation projects involving project management/ process design/ SLA Monitoring etc. in Government Sector.
5.	Consultant (Bid Procurement)	Graduate or Master's degree from recognized University/institutes.	<ul style="list-style-type: none"> • 5 years of experience in Government Sector procurement. • Experience of working as a procurement consultant and hands-on experience on preparation of RFP, RFQ, EOI, tender, contract agreement etc. for Government clients.
6.	Consultant (Technology Management)	B. E/ B. Tech/MCA/M. Tech in Computer Science/ Information Technology/MBA from recognized University/institutes	<ul style="list-style-type: none"> • 5 years of experience in Government Sector IT and e-Governance project.
7.	Consultant (Social Media Promotion)	Bachelor's degree from reputed University/institute.	<ul style="list-style-type: none"> • 5 years of experience in Government Sector project. • Experience of working as a consultant IEC, Communication Cell, Media advisory, content creation, design. • Speaking, reading and speaking fluency in Odia Language is mandatory.

S. No	Position	Educational Qualification	Work Experience
8.	Associate Consultant (Content Development)	Bachelor's degree from reputed University/institute.	<ul style="list-style-type: none"> • 3 years of experience in Government Sector project. • Experience of working content writing, press note writing. • Speaking, reading and speaking fluency in Odia Language is mandatory.
9.	Associate Consultant (Graphics Designing)	Bachelor's degree from reputed University/institute.	<ul style="list-style-type: none"> • 3 years of experience in Government Sector project. • Experience of working on various latest image editing tools. • Speaking, reading and speaking fluency in Odia Language is mandatory.
10.	Associate Consultant (Visual Graphics)	Bachelor's degree from reputed University/institute.	<ul style="list-style-type: none"> • 3 years of experience in Government Sector project. • Experience of working on various latest video editing tools. • Speaking, reading and speaking fluency in Odia Language is mandatory.
11.	Associate Consultant (Monitoring & Evaluation)	Bachelor's degree from reputed University/institute.	<ul style="list-style-type: none"> • 3 years of experience in Government Sector project. • Experience of working in the government sector monitoring evaluation, data analysis etc. • Speaking, reading and speaking fluency in Odia Language is mandatory.
12.	Associate Consultant (Program Monitoring)	Bachelor's degree from reputed University/institute.	<ul style="list-style-type: none"> • At least 3 Years of Professional experience in program management with at least 1 years of experience of working with/ consulting for government department/agencies • Knowledge of Odia Language (Written, Verbal & Spoken) is a must.

3. Payment, Timelines of deliverables

Following are the payment milestones and deliverables for the consultant.

Sl. No.	Description of Items	Corresponding time frame (months)	Payment Milestone- Professional fees
1.	Monthly Progress Report (MPR) and Annual Progress Report and other Deliverables as and when required by the Authority	Before the 5 th day of the next month	100% of the Quote "T" as per Financial Proposal – FIN-1 as Equated Monthly Installment on submission of MPR

4. Contract Period

Contract will be for a period of 3 years from the date of deployment of the personnel in Odia Language, Literature & Culture Department. The agreement can be renewed for another 2 years with an annual escalation of 10% applicable on the Man month quoted as per the bid amount and on mutually agreed terms and conditions, as per performance. Over and above that Odia Language Literature & Culture Department reserves the right to increase or decrease the number of resources as well as experts as and when required as per the terms and conditions of this RFP.

5. Payment Terms and Schedule:

- i. The Professional fees payments shall be released as per terms defined in this Section.
- ii. The Invoice will be submitted Monthly or as per delivery completion along with attendance.
- iii. The payment will be made within 30 days after submission of Invoice with all supporting documents.
- iv. The Selected Agency shall submit the requisite deliverables and satisfactorily perform work as specified under the contract. The requisite payment will be released by the Odia Language Literature & Culture Department upon acceptance of the deliverables and satisfaction with work performed by the Selected Agency.
- v. TA/ DA and expense for deployed consultants related to travel outside Bhubaneswar for official purpose only, shall be reimbursed in such cases where arrangements are not being made by Odia Language, Literature & Culture Department. The eligible rate is as per equivalent class of officers of Govt. of Odisha
- vi. To claim reimbursement, deployed consultants need to submit the Travel Expense Claim along with the relevant bills/ vouchers, boarding passes, tickets and hotel bills and approval from the authorized approving authority within two weeks from the date of return from the trip
- vii. Submission of hotel bills is mandatory with the Travel Expense Claim
- viii. For local travel during official visit within Bhubaneswar. Consultants will make their own arrangements for conveyance.

- ix. For additional resources (Experts deployed during the project), payment shall be made on a monthly basis. TA/ DA and expense of the Experts, who shall be called as and when required, would include flight from expert's home location to Project Location, Stay and Daily allowance.
- x. No payments will be made for any additional work (other than the contracted as per the scope of work of the RFP) which has not been approved in writing by the competent authority.

6. Odisha Odia Language, Literature & Culture Department inputs and Counterpart Services and Facilities:

Office space, furniture, printers, office stationery, software licenses, stationary, communication collateral, event hosting etc, will be made available to the consultants by Odia Language, Literature & Culture Department. The consultancy firm will be responsible to arrange at its own cost for laptop/desktop for project team.

All out of pocket expenses related to travel and lodging shall be borne by Odia Language Literature & Culture Department except local travel during official visit within Bhubaneswar, Cuttack, Khurda. Consultants will make their own arrangements for conveyance and submit for reimbursement except for Bhubaneswar, Cuttack, Khurda.

7. Availability of resources at Odia Language Literature & Culture Department office:

All the resources mentioned above shall be available as per Govt. of Odisha calendar and as and when asked by the Odia Language, Literature & Culture Department. Resources deployed by Agency may be allowed 20 (Twenty) leaves per year on pro-rata basis, however prior intimation of the Odia Language, Literature & Culture Department shall be required before availing the leave.

8. No Idle Time Charges

No idle time charges shall be payable by the Odia Language, Literature & Culture Department, in any case whatsoever.

9. Action and Compensation in case of default

➤ Condition of Default:

- a. The deliverables at any stage of the project as developed/implemented by the selected agency do not take care of all or part thereof the scope of work as agreed and defined under the contract.
- b. The deliverables at any stage of the project as developed/ implemented by the selected agency fail to achieve the desired result or do not meet the intended quality and objective as required by the Odia Language, Literature & Culture Department.
- c. The documentation is not complete and exhaustive.
- d. There is a change in resource before the completion of a pre-defined period.

- The Odia Language Literature & Culture Department may impose a penalty on the selected agency providing the services as per the service levels defined in this RFP.

10. Service Level and Penalty

Delays in the Selected Agency’s performance: Performance of the services shall be made by a selected agency in accordance with the service levels as specified in below table:

Sl. No.	Service Level	Expected Service Level	Penalty level in case of Default
1.	Deployment of all personnel for project after signing the contract or any subsequent requirement from the Odia Language Literature & Culture Department during the contract period	<ul style="list-style-type: none"> • 2-3 weeks 	1% of Monthly Payment for the concerned personnel Due only in the succeeding month

Replacement will be allowed if any of the following holds true for the personnel.

- i. Resignation and Medical emergency of personnel subject to furnishing of appropriate relieving certificate to Odia Language, Literature & Culture Department.
- ii. Any unavoidable circumstance with appropriate reasons provided in writing and agreed by the Odia Language, Literature & Culture Department.

Sl. No.	Service Level	Expected Service Level	Penalty level in case of Default
1.	Replacement of personnel at request of Odia Language Literature & Culture Department due to non-performance of resource	<p>Maximum 3 weeks from date of intimation by the Odia Language, Literature & Culture Department, including Minimum 2 weeks of Handover time.</p> <p>Replacement CV to meet the required criteria of RFP</p>	<p>1% of Monthly Payment for the concerned personnel Due only in the succeeding month.</p> <p>Note: above penalty will be levied if the personnel will not report at Odia Language Literature & Culture Department after 3</p>

Sl. No.	Service Level	Expected Service Level	Penalty level in case of Default
			weeks from the date of acceptance/ approval of CV by Odia Language, Literature & Culture Department)
2.	Replacement of personnel at the request of the Selected Agency	No replacement within 6 Months. Maximum 1 replacement within a year, with minimum 2 weeks of handover time	1% of Monthly Payment for the concerned personnel Due only in the succeeding month.
3.	Deployment of only those candidates that have been approved by Odia Language Literature & Culture Department before signing of contract.	No changes shall be made within 6 months from starting of the project.	1% of Monthly Payment for the concerned personnel Due only in the succeeding month.

4. Calculation of Penalties:

- In situation, where the Selected Agency has incurred a Penalty of equal to or more than Five (5) % for Three (3) consecutive months at any time during the Contract Period, the Odia Language Literature & Culture Department reserves the right to either invoke the termination Clause or terminate the Contract.
- The Odia Language Literature & Culture Department also reserves the right to invoke the Performance Security furnished by the Selected Agency at the time of signing the Contract with the, if for any reason stated in the Contract document, the Contract of the Selected Agency shall be terminated.
- Total Penalty shall be capped subject to 10% of the Monthly total payments at any time of the Contract. In such a situation where the total penalty exceeds the above limit of 10% of the Monthly payments at any time during the Contract, the Odia Language Literature & Culture Department reserves the right to terminate the Contract.

5. Service Levels Change Control

- It is acknowledged that the Service Levels may change as the roles and responsibilities evolve over the course of the Contract period. Any changes to the Service Level provided during the term of the Contract between the Odia Language Literature & Culture Department and the Selected Agency, as defined above, documented, and

negotiated in good faith by the Selected Agency. Change in Service Level can be requested by either party.

- Upon receiving any revised requirement in writing from Odia Language Literature & Culture Department, the Selected Agency would discuss the matter with the Odia Language Literature & Culture Department for better understanding and requirement.
- In case such a requirement arises from the side of the Selected Agency, it would communicate in writing the matter to Odia Language Literature & Culture Department as well as discuss the matter with Odia Language Literature & Culture Department, giving reasons thereof.
- In either of the two cases as explained above, both the parties will discuss the revised requirement for better understanding and to mutually decide whether such requirement constitutes a change in Service Levels or not.
- If it is mutually agreed that such requirement constitutes a “Change in Service Levels” then a new Service Level Agreement will be prepared and signed by the Selected Agency and to confirm a “Change in Service Level” and will be documented as an addendum to this Contract.
- In case, mutual Agreement is not reached, then the Selected Agency shall continue providing Services under the current Service Levels as defined in the contract.

6. Exit Policy and Procedures for Temporary Staffing personnel:

- At the time of expiry of Contract period, as per the Contract, between the Selected Agency and the Odia Language Literature & Culture Department, the Selected Agency needs to ensure a complete knowledge transfer by their deployed Personnel to the new Personnel replacing them.
- Confidential Information, Security and Data: The Selected Agency on the commencement of the exit management period will promptly supply all the following:
 - All information relating to the current services is rendered.
 - Documentation relating to any of the Project’s Intellectual Property Rights.
 - Any Project data and confidential information.
 - All other information (including but not limited to documents, records, and Agreements) relating to the services reasonably necessary to enable, to carry out due diligence to transition the provision of the Services to
 - All hardware (including laptops, printers, pen drives etc., if any,) which is the property of the Odia Language Literature & Culture Department. Before the date of exit of Selected Agency, the Selected Agency shall deliver to the Odia Language Literature & Culture Department all new or up-dated materials from the categories set out in clauses above and shall not retain any copies thereof. However, the Selected agency may retain the copy of documents, records, working paper etc. which they have acquired during execution of the assignment/already delivered to /

**Section: 4 Technical Proposal
Submission Forms**

TECH -1 Covering Letter

(ON BIDDER'S LETTER HEAD)

[Location, Date]

To,

Director,
Directorate of Culture,
2nd Floor, Sanskruti Bhawan, Museum Complex,
Bhubaneswar -7510141

Subject: Request For Proposal (RFP) for Selection of a Consultancy Firm for establishing of Technical Assistance and Support Unit (TASU) for Odia Language, Literature & Culture Department

Dear Sir,

I, the undersigned, offer to provide the services for the proposed assignment in respect to your Request for Proposal No..... Dated.....: I hereby submit the proposal which includes this technical proposal. Our proposal will be valid for acceptance up to 120 Days from the date of submission of the bid 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 based on 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 precontract costs. In case any provisions of this RFP/ToR including of our technical & financial proposal is found to be deviated, then your department shall have rights to reject our proposal including for feature of the Earnest Money Deposit absolutely.

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: _____

TECH -2 Bidders Details

Bidder's Organization (General Detail)

Sl. No.	Description	Full Details
1	Name of the Bidder	
2	Address for communication: Tel: Fax: Email id:	
3	Name of the authorized person signing & submitting the bid on behalf of the Bidder: Mobile No.: Email id:	
4	Registration / Incorporation Details Registration No: Date & Year.:	
5	Bid Document Fee Details Amount: Reference No.: Date: Name of the Bank:	
6	EMD Details Amount Reference No.: Date: Name of the Bank:	
7	PAN Number	
8	Goods and Services Tax Identification Number (GSTIN)	
9	Willing to carry out assignments as per the scope of work of the RFP	YES
11	Willing to accept all the terms and conditions as specified in the RFP	YES

Authorized Signatory [In full and initials]:_____

Name and Designation with Date and Seal:____

TECH – 3 Financial Turnover Capacity of Bidder

Bidder Organization (Financial Details)

Financial Information in INR				
D	FY 2020-21	FY 2021-22	FY 2022-23	Average
Annual Turnover/ Revenue (in Crores)				

Supporting Documents:

CA Certificate and Audited Financial Statements (Submission of copies of Income & Expenditure Statement and Balance Sheet for the respective financial years is mandatory along with this form)

Authorized Signatory [*In full and initials*]:_____

Name and Designation with Date and Seal:_____

TECH – 4: FORMAT FOR POWER OF ATTORNEY

(On Bidder's Letter Head)

I, _____, the _____ (Designation) of (Name of the Organization) in witness whereof certify that <Name of person> is authorized to execute the attorney on behalf of <Name of Organization>, <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 favor 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

TECH - 5 Experience Details

(BIDDER'S PAST EXPERIENCE DETAILS)

Sl. no.	Period	Name of the Assignment with details thereof	Name of the	*Contract Value (in INR Lakhs) and Duration in Month	Date of Award/ Commencement of assignment	Date Completion of assignment	Remarks if any
A	B	C	D	E	F	G	H
1							
2							
3							
4							

Authorized Signatory [*In full and initials*]: _____

Name and Designation with Date and Seal: _____

TECH – 6 Declaration Format

**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] If yes, please furnish details of any such activities.

If no, please certify,

IN BIDDER'S LETTER HEAD

I hereby declare that our agency as Individual is not indulged in any such activities which can be termed as the conflicting activities as mentioned in Section 2: [Information to the Bidder]

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

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

Communication Address of the Bidder:

TECH -7: Comments and Suggestion on ToR

Comments and Suggestions on the Terms of Reference/Scope of Work

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:

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

Authorized Signatory [In full and initials]: _____

Name and Designation with Date and Seal: _____

TECH -8 Description of Approach and Methodology
(In Presentation, after evaluation of PQ & TQ)

DESCRIPTION OF APPROACH AND METHODOLOGY TO UNDERTAKE THE ASSIGNMENT

[Technical approach, methodology and work plan are key components of the Technical Proposal. In this Section, bidder should explain his understanding of the scope and objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. Further, he should highlight the problems being addressed and their importance and explain the technical approach to be adopted to address them. It is suggested to present the required information divided into following four sections]

A. Understanding of Scope, Objectives and Completeness of response

Please explain your understanding of the scope and objectives of the assignment based on the scope of work, the technical approach, and the proposed methodology adopted for implementation of the tasks and activities to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/ copy the ToR here.

B. Description of Approach and Methodology:

- a. Key guiding principles for the study.
- b. Proposed Framework.
- c. Information matrix
- d. Any other issues

C. Methodology to be adopted:

Explaining of the proposed methodologies to be adopted highlighting of the compatibility of the same with the proposed approach. This includes:

- a. Detail research design including sample design and estimation procedure.
- b. Suggestive tools for data collection.
- c. Analysis of field data and preparation of reports
- d. Any other issues

D. Staffing and Study Management Plan:

The bidder should propose and justify the structure and composition of the team and should enlist the main activities under the assignment in respect of the Key Professionals responsible for it. Further, it is necessary to enlist of the activities under the proposed assignment with sub-activities (week wise). (Graphical representation)

Authorized Signatory [In full and initials]: _____

Name and Designation with Date and Seal: _____

TECH – 9 Format of Curriculum Vitae (CV)

Format of Curriculum Vitae (CV) for Proposed Core Staff- Onsite consultants only

1. Proposed Position:

[For each position of key professional separate form Tech-9 will be prepared]

2. Name of Firm :

3. Name of Staff :

4. Date of Birth :

5. Years with Firm :

6. Nationality :

7. Education :

[Indicate college / university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates]

8. Membership in Professional Associations:

9. Other Trainings :

10. Countries of Work Experience:

11. Languages :

[For each language indicate proficiency: excellent, good, fair, or poor; in speaking, reading, and writing]

12. Employment Record:

[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]

1	Procurement Entity Name	
	From [Year] – To [Year]	

	Position held	
	Task Assigned [List all the performed task under this assignment]	
2	Procurement Entity Name	
	From [Year] – To [Year]	
	Position held	
	Task Assigned [List all the performed task under this assignment]	

1. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned

[Among the Assignment/jobs in which the staff has been involved, indicate the following information for those Assignment /jobs that best illustrate staff capability to handle the tasks listed under point 1.2.]

Name of the Project	
Year	
Location	
Name of the Project Feature	
Position Held	
Activities Performed	

Certification:

I, the undersigned, certify that to the best of my knowledge and belief that this CV correctly describes my qualifications and past experiences. I will undertake this assignment for the full project duration in terms of roles and responsibilities assigned in the technical proposal or any agreed extension of activities thereof. I understand that any misstatement herein leads to disqualification of CV.

Date:

Signature of Key Professional with Date _____

Authorized Signatory [In full and initials]: _____

Name and Designation with Date and Seal: _____

Annexure-I

Sl. No.	Description	Submitted (Yes/No)	Page No.
TECHNICAL PROPOSAL (ORIGINAL + 1 COPY)			
1.	Filled in Bid Submission Check List (ANNEXURE-I)		
2.	Covering Letter (TECH -1)		
3.	Bid Document Fee of Rs. _____		
4.	Rs. _____ as EMD		
5.	Copy of Certificate of Incorporation / Registration of the Bidder		
6.	Copy of PAN		
7.	Copy of Goods and Services Tax Identification Number (GSTIN)		
8.	General Details of the Bidder (TECH - 2)		
9.	Financial details of the bidder (TECH - 3) along with all the supportive documents such as copies of Profit – Loss Statement and Balance Sheet for the concerned period		
10.	Power of Attorney (TECH - 4) in favor of the person signing the bid on behalf of the bidder.		
11.	List of completed/on-going assignments of similar nature (Past Experience Details) (TECH - 5) along with the copies of work orders/agreement/ LOA/ PO mentioned in the RFP for the respective assignments		
12.	Self-Declaration on Potential Conflict of Interest (TECH - 6)		
13.	Undertaking for not have been blacklisted by any Central / State Govt./any Autonomous bodies as on date of submission of the bid.		
14.	Comments and Suggestions (TECH – 7)		
15.	CV of Key Professionals (TECH – 9)		
16.	Work Plan (TECH – 10)- Please submit the Work Plan in Gantt Chart format.		
FINANCIAL PROPOSAL (ORIGINAL + 1 COPY)			
1	Covering Letter and Summary of Financial Proposal (FIN-1)		

Undertaking:

*All the information has been submitted as per the prescribed format and procedure.
All pages of the proposal have been sealed and signed by the authorized representative.*

Authorized Signatory [In full and initials]: _____

Name and Designation with Date and Seal: _____

Section: 5
Financial Proposal Submission
Forms

FIN-1 (Financial Proposal)

To,

Director,
Directorate of Culture,
2nd Floor, Sanskruti Bhawan, Museum Complex,
Bhubaneswar -7510141

Subject: Financial Bid: Request for Proposal (RFP) for selection of firm for establishing of Technical Assistance and Support Unit (TASU) under Odia Language Literature & Culture Department.

Sir/Madam,

Having gone through the RFP document and having fully understood the Scope of Consultancy; we are pleased to quote the following Professional Fees for the Consultancy:

S#	Position	No of Resources	Man, month Rate- excluding applicable tax in INR (In Number)
A	B	C	E
1.	Principal Consultant (Program Management)	1	
2.	Senior Consultant (Bid Procurement)	1	
3.	Senior Consultant (Heritage, Culture & Arts)	1	
4.	Senior Consultant (Technology Management)	1	
5.	Consultant (Bid Procurement)	1	
6.	Consultant (Technology Management)	1	
7.	Consultant (Social Media Promotion)	1	
8.	Associate Consultant (Content Development)	1	
9.	Associate Consultant (Graphics Designing)	1	
10.	Associate Consultant (Visual Graphics)	1	
11.	Associate Consultant (Monitoring & Evaluation)	1	
12.	Associate Consultant (Program Monitoring)	1	

S#	Position	No of Resources	Man, month Rate- excluding applicable tax in INR (In Number)
A	B	C	E
A1. Total Monthly cost excluding applicable tax (In Number)			
A2. Total yearly cost excluding applicable tax (A1*12) (In Number)			
A3. Total yearly cost excluding applicable tax (A1*12) (In Word)			

1. All payments shall be made in Indian Rupees and shall be subject to applicable Indian laws withholding taxes if any.
2. Any discrepancies between Figures and Words, Words shall prevail.
3. The Authority reserves the right to increase or decrease the resource as per the requirement of the authority. The applicable man month rate would be considered for any additional requirement of resources.
4. Applicable statutory taxes (GST) shall be paid additional, as applicable.
5. Experts shall be deployed as and when required on need basis, man-month rate of experts would be converted to man days and payment shall be made accordingly, for calculation purpose 24 days equals to one man-month.

Our Financial Proposal shall be binding upon us for the Consultancy and this Proposal would be valid up to 120 days from the Proposal Due Date. This Financial Proposal covers remuneration for all personnel cost, all incidental manpower expenses.

The Financial proposal is without any condition.

Authorized Signatory [In full and initials]: _____

Name and Designation with Date and Seal: _____

FIN-1 (Financial Proposal Format)

To,

Director,
Odia Language Literature & Culture Department, Govt. of Odisha
2nd Floor, Sanskruti Bhawan, Museum Complex,
Bhubaneswar -7510141

Subject: Financial Bid: Request for Proposal (RFP) for selection of firm for establishing of Technical Assistance and Support Unit (TASU) under Odia Language Literature & Culture Department.

Sir/Madam,

Having gone through the RFP document and having fully understood the Scope of Consultancy; we are pleased to quote the following Professional Fees for the Consultancy:

S#	Position	No of Resources	Man, month Rate- excluding applicable tax in INR (In Number)
A	B	C	E
1.	Principal Consultant (Program Management)	1	
2.	Senior Consultant (Bid Procurement)	1	
3.	Senior Consultant (Heritage, Culture & Arts)	1	
4.	Senior Consultant (Technology Management)	1	
5.	Consultant (Bid Procurement)	1	
6.	Consultant (Technology Management)	1	
7.	Consultant (Social Media Promotion)	1	
8.	Associate Consultant (Content Development)	1	
9.	Associate Consultant (Graphics Designing)	1	
10.	Associate Consultant (Visual Graphics)	1	
11.	Associate Consultant (Monitoring & Evaluation)	1	

S#	Position	No of Resources	Man, month Rate- excluding applicable tax in INR (In Number)
A	B	C	E
12.	Associate Consultant (Program Monitoring)	1	
A1. Total Monthly cost excluding applicable tax (In Number)			
A2. Total yearly cost excluding applicable tax (A1*12) (In Number)			
A3. Total yearly cost excluding applicable tax (A1*12) (In Word)			

1. All payments shall be made in Indian Rupees and shall be subject to applicable Indian laws withholding taxes if any.
2. Any discrepancies between Figures and Words, Words shall prevail.
3. The Authority reserves the right to increase or decrease the resource as per the requirement of the authority. The applicable man month rate would be considered for any additional requirement of resources.
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The Financial proposal is without any condition.

Authorized Signatory [In full and initials]: _____

Name and Designation with Date and Seal: _____