



RFP No. 118

Date: 05-09-2023

## **Request for Proposal**

for

### **Conducting Evaluation and Impact Assessment Study of the State Sector Scheme: "State Support to MGNREGS"**

**MGNREGS Odisha Society  
Panchayati Raj & Drinking Water Department  
Government of Odisha**

SIRD & PR Campus

Unit -VIII, Gopabandhu Nagar, Bhubaneswar – 751 012

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## Section -1

### Letter of Invitation

Name of the Assignment: **Conducting Evaluation and Impact Assessment Study of the State Sector Scheme: "State Support to MGNREGS"**

1. The Mission Director, MGNREGS Odisha Society, Panchayati Raj & Drinking Water Department, Government of Odisha invites sealed proposal from eligible agencies/bidders for **"Conducting Evaluation and Impact Assessment Study of the State Sector Scheme: "State Support to MGNREGS"** initiated to arrest distress migration in the 20 migration prone Blocks of 4 District namely Balangir, Bargarh, Kalahandi & Nuapada.
2. The study shall be completed by 28.02.2024.
3. An agency will be selected under Quality & Cost Based Selection (QCBS), weightage shall be given 80% on Technical and 20% on financial proposal. The details are given later part of this RFP.
4. Amendments/corrigendum, if any, would be posted on the MGNREGS website.
5. The last date for submission of response to proposal is **28.09.2023 at 3 PM**.
6. While all information/data given in the RFP are accurate within the consideration of scope of the proposed assignment to the best of the Client's knowledge, the Client holds no responsibility for accuracy of information and it is the responsibility of the bidder / consortium of consultants to check the validity of information/data included in this RFP. The Client reserves the right to accept / reject any / all proposals / cancel the entire selection process at any stage without assigning any reason thereof.
7. The RFP includes the following documents:

Section 1 - Letter of Invitation

Section 2 - Instructions to Agency and **Data Sheet**

Section 3 - Technical Proposal (FTP) - Standard Forms

Section 4 - Financial Proposal – Standard Forms

Section 5 - Terms of Reference

Incomplete Offers/ proposals or those received after specified time and date or not fulfilling the specified requirement will not be considered.

Yours Sincerely,

Mission Director,

MGNREGS Odisha Society,  
SIRD & PR Campus, Gopabandhu Nagar,  
Unit-8, Bhubaneswar, Odisha  
Pin- 751012  
Email ID- nrega.odisha@nic.in

Section -2

**Section 2. Instructions to Agency**

**A. General Provisions**

**1. Definitions**

- (a) "Affiliate(s)" means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Agency.
- (b) "Agency" means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.
- (c) "Applicable Guidelines" means the policies of the Government of India/ Government of Odisha governing the selection and Contract award process as set forth in this RFP.
- (d) "Applicable Law" means the laws and any other instruments having the force of law in the Client's country, or in such other country as may be specified in the Data Sheet, as they may be issued and in force from time to time.
- (e) "Client" means the implementing agency that signs the Contract for the Services with the selected Agency.
- (f) "Contract" means a legally binding written agreement signed between the Client and the Agency and includes all the attached documents listed in its Clause-1
- (g) "Data Sheet" means an integral part of the Instructions to Agency (ITA) Section 2 that is used to reflect specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITA.
- (h) "Day" means a calendar day.
- (i) "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Agency and Agencies
- (j) "Government" means the government of the Client's State.
- (k) "ITA" mean the Instructions to the Agency that provides the shortlisted agency with all information needed to prepare their Proposals.
- (l) "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Agency's proposal.

- (m) "LOI" means the Letter of Invitation being sent by the Client to the shortlisted Agency
- (n) "Non-Key Expert(s)" means an individual professional provided by the Agency or its Agency and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.
- (o) "Proposal" means the Technical Proposal and the Financial Proposal of the Agency in response to the RFP.
- (p) "RFP" means the Request for Proposals to be prepared by the Client for the selection of the Agency
- (q) "Services" means the work to be performed by the Agency pursuant to the Contract.
- (r) "TORs" (this Section 5 of the RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Agency, and expected results and deliverables of the assignment.

## 2. Introduction

- 2.1. The Client named in the **Data Sheet** intends to select an Agency, in accordance with the method of selection specified in the **Data Sheet**.
- 2.2. The Agencies are invited to submit a Technical Proposal and a Financial Proposal, as specified in the **Data Sheet**, for consulting services required for the assignment named in the **Data Sheet**. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Agency.
- 2.3. The Agency should familiarize themselves with the local conditions and take them into account in preparing their Proposals; including attending a pre-proposal conference if one is specified in the **Data Sheet**. Attending any such pre-proposal conference is optional and is at the Agency's expense.
- 2.4. The Client will timely provide, at no cost to the Agency, the inputs, relevant project data, and reports, *limited to the bid document ("RFP")*, required for the preparation of the Agency's Proposal as specified in the **Data Sheet**.

**3. Conflict of Interest**

3.1 The Agency is required to provide professional, objective, and impartial advice, at all times holding the Client's interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.

3.2 The Agency has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Agency or the termination of its Contract.

3.21 Without limitation on the generality of the foregoing, the Agency shall not be hired under the circumstances set forth below:

**a. Conflicting activities**

- (i) Conflict between consulting activities and procurement of goods, works or non-consulting services: An agency that has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, an agency hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.

**b. Conflicting assignments**

- (ii) Conflict among consulting assignments: The Agency (including its Experts and Agency) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Agency for the same or for another Client.

**c. Conflicting relationships**

- (iii) Relationship with the Client's staff: The Agency (including its Experts and Agency) that has a close business or family relationship with a professional staff of the Client, or of implementing agency who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the client throughout the selection process and the execution of the Contract.
- (iv) Any other types of conflicting relationships as indicated in the datasheet needs to be brought into the notice of the Client.

**4. Unfair  
Competitive  
Advantage**

4.1 Fairness and transparency in the selection process require that the Agency or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Client shall indicate in the **Data Sheet** and make available to all the shortlisted Agency together with this RFP all information that would in that respect give such Agency any unfair competitive advantage over competing Agency.

**5. Corrupt and  
Fraudulent  
Practices**

5.1 The Client requires compliance with its policy in regard to corrupt and fraudulent/ prohibited practices as set forth by the Government of Odisha (GoO)

5.2 In further pursuance of this policy, Agency shall permit and shall cause its agents, Experts, Agency, services providers, to permit the client to inspect all accounts, records, and other documents relating to the submission of the Proposal and contract performance (in case of an award), and to have them audited by auditors appointed by the client.

**6. Eligibility**

6.1 It is the Agency's responsibility to ensure that its Experts, service providers, and/or their employees meet the eligibility requirements as established in the TOR

**7. Qualification to  
the Bid**

Bids may only be submitted as a Sole Bidder who will be responsible for end to end scope of work given in this tender. Bidder cannot be a part of any consortium for this tender.



## B. Preparation of Proposals

- 8. General Considerations** 8.1 In preparing the Proposal, the Agency is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.
- 9. Cost of Preparation of Proposal** 9.1 The Agency shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to execution of Contract, without thereby incurring any liability to the Agency.
- 10. Language** 10.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Agency and the Client shall be written in the language(s) specified in the **Data Sheet**.
- 11. Documents Comprising the Proposal** 11.1 The Proposal shall comprise the documents and forms listed in the **Data Sheet**.
- 11.2 If specified in the **Data Sheet**, the Agency shall include a statement of an undertaking of the Agency to observe, in competing for and executing a contract, the Client country's laws against fraud and corruption (including bribery).
- 11.3 The Agency shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section 4).
- 12. Only One Proposal** 12.1 The Agency shall submit only one Proposal, either in its own name. If the Agency submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This precludes consultant, or the Agency's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the **Data Sheet**.
- 13. Proposal Validity** 13.1 The **Data Sheet** indicates the period during which the Agency's Proposal must remain valid after the Proposal submission deadline.
- 13.2 During this period, the Agency shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.
- 13.3 If it is established that any Key Expert nominated in the Agency's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation.

**a. Extension of  
Validity Period**

13.4 The Client will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the Client may request, in writing, all Agency who submitted Proposals prior to the submission deadline to extend the Proposals' validity.

13.5 If the Agency agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts.

13.6 The Agency has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.

**b. Substitution of  
Key Experts at  
Validity  
Extension**

13.7 If any of the Key Experts become unavailable for the extended validity period, the Agency shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.

13.8 If the Agency fails to provide a replacement of Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected.

**c. Sub-Contracting**

13.9 The Agency shall not be entitled to sub-contract the Services unless specified in the **Data Sheet**

**14. Clarification and Amendment of RFP**

14.1 The Agency may request a clarification of any part of the RFP during the period indicated in the **Data Sheet** not less than 10 days prior to the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Client's address indicated in the **Data Sheet**. The Client will respond in writing, or by standard electronic means, (including an explanation of the query but without identifying its source). Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:

14.1.1 At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means.

14.1.2 If the amendment is substantial, the Client may extend the proposal submission deadline to give the Agency reasonable time to take an amendment into account in their Proposals.

14.1.3 The Agency may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.

**15. Preparation of Proposals – Specific Considerations**

15.1 While preparing the Proposal, the Agency must give particular attention to the following:

15.1.1 The Client may indicate in the **Data Sheet** the estimated Key Expert's time input (expressed in person-month) or the Client's estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Agency's own estimates for the same.

15.1.2 If stated in the **Data Sheet**, the Agency shall include in its Proposal at least the same time input (in the same unit as indicated in the **Data Sheet**) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award in accordance with the procedure in the **Data Sheet**.

**16. Technical Proposal Format and Content**

16.1 The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.

16.1.1 Agency shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position. Failure to comply with this requirement will make the Proposal non-responsive.

16.2 Depending on the nature of the assignment, the Agency is required to submit a Full Technical Proposal as indicated in the **Data Sheet** and using the Standard Forms provided in Section 3 of the RFP.

**17. Financial Proposal**

17.1 The Financial Proposal shall be prepared for one year (12 Months) using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) Reimbursable expenses in INR as indicated in the **Data Sheet**.

**a. Price Adjustment**

17.2 For this assignment with a duration exceeding 12 months, a price adjustment provision for foreign and/or local inflation for remuneration rates applies if so stated in the **Data Sheet**.

**b. Taxes**

17.3 The Agency and its Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the **Data Sheet**. Information on taxes in the Client's country is provided in the **Data Sheet**.

**c. Currency of Proposal**

17.4 The Agency may express the price for its Services in the currency or currencies as stated in the **Data Sheet**. If indicated in the **Data Sheet**, the portion of the price representing local cost shall be stated in the national currency.

**d. Currency of Payment**

17.5 Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.

## C. Submission, Opening and Evaluation

### 18. Submission, Sealing, and Marking of Proposals

18.1 The Agency shall submit a signed and complete Proposal comprising the documents and forms. The submission can be done by dropping the full proposal in the tender box as prescribed in **Data Sheet**.

18.2 An authorized representative of the Agency shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposal and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.

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

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

18.5 An EMD, in the given format, shall be placed in a separate envelope clearly marked "EMD", "**Conducting Evaluation and Impact Assessment Study of the State Sector Scheme: "State Support to MGNREGS"**", reference number, name and address of the Agency. Unless the EMD is submitted, the Technical Proposal shall not be considered.

18.6 The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked "**Technical Proposal**", "**Conducting Evaluation and Impact Assessment Study of the State Sector Scheme: "State Support to MGNREGS"**" with a warning "**Do Not Open until 11 AM - 30.09.2023.**"

18.7 Similarly, the original Financial Proposal (if required for the applicable selection method) shall be placed inside of a sealed envelope clearly marked "**FINANCIAL PROPOSAL**" followed by the name of the assignment, reference number, name and address of the Agency, and with a warning "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**"

18.8 The sealed envelopes containing the EMD, Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, RFP reference number, the name of the assignment, Agency's name and the address, and shall be clearly marked "**DO NOT OPEN BEFORE - 11 AM -30.09.2023**".

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

18.10 The Proposal must be sent to the address indicated in the **Data Sheet** and received by the Client no later than the deadline indicated in the **Data Sheet**, or any extension to this deadline. Any Proposal or its modification received by the Client after the deadline shall be declared late and rejected, and promptly returned unopened.

18.11 Late submission of tender shall be out rightly rejected. The client shall not be responsible for any matter whatsoever for postal delay or loss of any documents by accident, theft, natural calamities (Act of God).

## **19. Confidentiality**

19.1 From the time the Proposals are opened till the time of execution of Contract, the Agency should not contact the Client on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Agency who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.

19.2 Any attempt by Agency or anyone on behalf of the Agency to influence improperly the Client in the evaluation of the Proposals or Contract execution decisions may result in the rejection of its Proposal.

19.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if an Agency wishes to contact the Client on any matter related to the selection process, it should do so only in writing.

**20. Opening of Technical Proposals**

20.1 The Client's evaluation committee shall conduct the opening of the EMD and Technical Proposals in the presence of the Agency' authorized representatives who choose to attend (in person, or online if this option is offered in the **Data Sheet**). The opening date, time and the address are stated in the **Data Sheet**. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored with Client until they are opened in accordance with the ITA.

20.2 At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Agency; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the **Data Sheet**.

**21. Proposals Evaluation**

21.1. Subject to provision of the ITA, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

21.2. The Agency is not permitted to alter or modify its Proposal in any way after the proposal submission deadline. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.

**22. Evaluation of Technical Proposals**

22.1. The Client's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet**. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the **Data Sheet**.

**23. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods)**

23.1 After the technical evaluation is completed, the Client shall notify those Agency whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score (and shall provide information relating to the Agency's overall technical score, as well as scores obtained for each criterion and sub-criterion) that their Financial Proposals will be returned unopened after completing the selection process and Contract signing.

The Client shall simultaneously notify in writing those Agency that have achieved the minimum overall technical score and inform them of the date, time and location for the opening of the Financial Proposals. The opening date should allow the Agency sufficient time to make arrangements for attending the opening. The Agency's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the **Data Sheet**) is optional and is at the Agency's choice.

23.2 The Financial Proposals shall be opened by the Client's evaluation committee in the presence of the representatives of those Agency whose proposals have passed the minimum technical score and who choose to attend. At the opening, the names of the Agency, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded.

#### **24. Correction of Errors**

24.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.

##### **a. Time-Based Contracts**

24.1.1 If a Time-Based contract form is included in the RFP, the Client's evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Client's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.

##### **b. Lump-Sum Contracts**

24.2 If a Lump-Sum contract form is included in the RFP, the Agency is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per ITA below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.



- 25. Taxes** 25.1 The Client's evaluation of the Agency's Financial Proposal shall exclude taxes and duties in the Client's country in accordance with the instructions in the **Data Sheet**.
- 26. Conversion to Single Currency** 26.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the **Data Sheet**.
- 27. Combined Quality and Cost Evaluation**
- a. Quality- and Cost-Based Selection (QCBS)** 27.1 In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the **Data Sheet**. The Agency achieving the highest combined technical and financial score will be invited for negotiations.

#### **D. Negotiations and Award**

- 28. Negotiations** 28.1 The negotiations will be held at the date and address indicated in the **Data Sheet** with the Agency's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Agency.
- 28.2 The Client shall prepare minutes of negotiations that are signed by the Client and the Agency's authorized representative.
- a. Availability of Key Experts** 28.3 The invited Agency shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with ITA.
- 28.4 Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Agency, including but not limited to death or medical incapacity. In such case, the Agency shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.
- b. Technical Negotiation** 28.5 The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Client's inputs, the special conditions of the Contract, and finalizing the

“Description of Services” which are the part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.

**c. Financial Negotiation**

28.6 The negotiation includes the clarification of the Agency’s Tax Liability in the Client’s country and how it should be reflected in the Contract.

**d. Payment in Terms**

28.7 Payments shall be released as per the conditions stated in the **Data Sheet**.

**29. Conclusion of Negotiation**

29.1. The negotiations are concluded with a review of the finalized draft Contract, which then shall be initiated by the Client and the Agency’s authorized representative. If the negotiations fail, the Client shall inform the Agency in writing of all pending issues and disagreements and provide a final opportunity to the Agency to respond. If disagreement persists, the Client shall terminate the negotiations informing the Agency of the reasons for doing so. The Client will invite the next-ranked Agency to negotiate a Contract. Once the Client commences negotiations with the next-ranked Agency, the Client shall not reopen the earlier negotiations.

**30. Award of Contract**

**30.1** After completing the negotiations the Client shall sign the Contract; publish the award information as per the instructions in the **Data Sheet**

**30.2** The Agency is expected to commence the assignment on the date and at the location specified in the **Data Sheet**.

F. DATA SHEET

<b>A. General</b>	
<b>SN / Clause Ref</b>	<b>Reference</b>
1.1	<p><b>Name of the Client:</b> Mahatma Gandhi NREGS Odisha Society, Panchayati Raj &amp; DW Department, Government of Odisha, SIRD &amp; PR Campus, Gopabandhu Nagar, Unit-8, Bhubaneswar, Odisha, Pin- 751012 Email ID- nrega.odisha@nic.in</p> <p><b>Method of selection:</b> QCBS wherein Technical and Financial evaluation shall be given a weightage of 80% and 20% respectively.</p>
1.2	<p><b>Address from where the RFP Documents can be obtained:</b> Mahatma Gandhi NREGS Odisha Society, Panchayati Raj &amp; DW Department, Government of Odisha, SIRD&amp;PR Campus, Gopabandhu Nagar, Unit-8, Bhubaneswar, Odisha Pin- 751012 E-mail: nrega.odisha@nic.in</p>
1.3	<p><b>Issue of RFP Documents:</b> Can be downloaded from the official website of PR &amp; DW Department (<a href="https://panchayat.odisha.gov.in">https://panchayat.odisha.gov.in</a>) from <b>09.09.2023</b></p>
1.4	<p><b>Financial Proposal to be submitted together with Technical Proposal:</b> Yes <b>The name of the assignment is:</b> "Conducting Evaluation and Impact Assessment Study of the State Sector Scheme: "State Support to MGNREGS""</p>
1.5	<p><b>A pre-proposal conference will be held:</b> Yes Date of pre-proposal conference: <b>21.09.2023</b> Time: <b>11.00AM</b></p> <p>Mahatma Gandhi NREGS Odisha Society, Panchayati Raj &amp; DW Department, Government of Odisha, SIRD&amp;PR Campus, Gopabandhu Nagar, Unit-8, Bhubaneswar, Odisha Pin- 751012 E-mail: nrega.odisha@nic.in Contact person: Trilochan Mohanty(OAS(S)), Joint Secretary, Panchayati Raj and DW Department. Contact No.-8280199775</p>

1.6	<b>The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals: As per Terms of Reference (ToR)</b>
1.7	The study shall be completed by <b>28.02.2024</b>
1.8	<p>Bidder participating in the bidding process must furnish an earnest money deposit (EMD) of INR 50,000/- (Rupees Fifty Thousand Only) in the form of a Bank Guarantee in the name of the <b>Mission Director, MGNREGS Odisha Society</b> valid for a period of 90 days for Technical Proposal opening in the format provided in the Annexure. The EMD of bidders shall be refunded soon after final acceptance of bid and award of contract</p> <ul style="list-style-type: none"> <li>• The EMD taken from the bidder shall be forfeited in the following cases:-</li> <li>• When the bidder withdraws his bid proposal after opening of bids.</li> <li>• When the bidder does not execute the agreement after placement of order within the specified time.</li> <li>• When the bidder does not deposit the Performance Guarantee in the form of Bank Guarantee after the work order is placed.</li> </ul>
<b>B. Preparation of Proposals</b>	
2.1	This RFP has been issued in the ENGLISH language. Proposals shall be submitted in English language. All correspondence exchange shall be in English language.
2.2	<p>The Proposal shall comprise the following:</p> <p><b><u>FULL TECHNICAL PROPSOSAL</u></b>  <b>1st Inner Envelope with the Technical Proposal (Cover-A)</b>  (1) Power of Attorney to sign the Proposal  (2) TECH-1  (3) TECH-2  (4) TECH-3  (5) TECH-4  (6) TECH-5  (7) TECH-6</p> <p><b><u>AND</u></b>  <b>2nd Inner Envelope with the Financial Proposal (Cover-B)</b>  (1) FIN-1  (2) FIN-2  (3) FIN-3</p>
2.3	Statement of Undertaking is required: <b>Yes</b>

2.4	Participation of Sub-Agencies, Key Experts and Non-Key Experts in more than one Proposal is permissible: <b>No</b>
2.5	Proposals must remain valid for 90 calendar days after the proposal submission deadline.
2.6	The Bidder has to be a single entity and all Key Experts should be in the payroll / direct contract of the Bidder.
2.7	Clarifications may be requested no later than 10 days prior to the submission deadline The contact information for requesting clarifications is: Address: Mahatma Gandhi NREGS Odisha Society, Panchayati Raj & DW Department, Government of Odisha, SIRD&PR Campus, Gopabandhu Nagar, Unit-8, Bhubaneswar, Odisha Pin- 751012 E-mail: nrega.odisha@nic.in Contact person: Trilochan Mohanty(OAS(S)), Joint Secretary, Panchayati Raj and DW Department. Contact No.-8280199775
2.8	Entire cost for conducting the study shall be provided in the Financial Proposal.
2.9	Price adjustment provision will not apply to the cost.
2.10	The Financial Proposal should be quoted in INR
<b>C. Submission, Opening &amp; Evaluation</b>	
3.1	The Agencies shall not have the option of submitting their Proposals electronically. The submission shall be done by dropping the full proposal consisting of three envelopes in the tender box.
3.2	<b>The Agency must submit the full proposal consisting of three envelopes. All envelopes should be properly marked and sealed:</b> (a) <b>EMD:</b> EMD in the given format (b) <b>Technical Proposal:</b> one (1) original and one (1) soft copy in pdf format in the form of CD; (c) <b>Financial Proposal:</b> one (1) original. The financial proposal should be submitted in the formats mentioned in the

	RFP for One year only; submission of financial proposal in any other format will be rejected.
<b>3.3</b>	<p><b>The Proposals must be submitted no later than:</b>  Date:<b>28.09.2023</b>  Time: <b>3.00 PM</b></p> <p>Proposal submission address is: Mission Director, MGNREGS, MGNREGS Odisha Society Building, SIRD &amp; PR Campus, Unit-8, Bhubaneswar, PIN-751012.</p>
<b>3.4</b>	<p><b>Time, Place and date for opening of the EMD and Technical Proposal (Cover-A)</b>  On <b>30.09.2023</b>, 11.00 AM onwards in the conference hall of MGNREGS Odisha</p>
<b>3.5</b>	<p>An online option of the opening of the Technical Proposals is offered: No</p> <p>The opening shall take place at:  Mahatma Gandhi NREGS Odisha Society, Panchayati Raj &amp; DW Department, Government of Odisha,  SIRD&amp;PR Campus, Gopabandhu Nagar, Unit-8, Bhubaneswar,  Odisha Pin- 751012  Date: <b>30.09.2023</b>  Time: 11.00 AM</p>
<b>3.6</b>	<p>In addition, the following information will be read aloud at the opening of the Technical Proposals:  <b>Name of Agency</b></p>
<b>3.7</b>	<p><b>Criteria, sub-criteria, and point system for the eligibility and evaluation of the Technical Proposals:</b></p> <p><b>Eligibility Criteria</b></p> <ol style="list-style-type: none"> <li>1. An agency may be an organization/institution, private entity, government owned entity or any combination of those.</li> <li>2. The agency must be based in Odisha..</li> <li>3. A firm that is under a declaration of ineligibility by the Central / State Governments, in accordance with provisions of any law, at the date of the deadline for bid submission or thereafter, shall be disqualified.</li> <li>4. Government-owned enterprises shall be eligible only if they can establish that they are legally and financially autonomous and operate under commercial law.</li> <li>5. The Key Experts of the Agency should have conducted evaluation and</li> </ol>

	<p>impact assessment study in respect of Government Schemes/ programmes or any other Government sponsored study pertaining to Rural Development/ Development Studies/ Distress Migration in the last 10 years i.e., after 31st March 2013 (A satisfactory performance certificate from Employer shall have to be furnished as proof).</p> <ol style="list-style-type: none"><li>6. To have sufficient expertise in conducting field survey and studies.</li><li>7. The key Experts of the agency should have doctorate degree from any recognized university in Rural Development/ Sociology/ Development Studies/ Social Science or related subject with minimum of 10 to 15 years of professional experience with proven skills and expertise.</li></ol>
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		<u>Points</u>
<b>I. Agency Qualification and Experience..... (20 marks)</b>		
1.	Experience of conducting Evaluation & Impact Assessment Study of State/ Central Government Schemes/ Government sponsored study pertaining to Rural Development/ Development Studies/ Distress Migration	1 project = 5 marks Maximum 20 marks
<b>II. Key Experts' qualifications and competence for the Assignment: .....(30 marks)</b>		
i. Key Expert-I (Lead Research Expert)..... [10]		
ii. Key Expert-II (Associate Research Expert)..... [10]		
iii. Key Expert-III (Associate Research Expert) ..... [10]		
• (NB-Out of the 10 Marks, 5 Marks each will be awarded for qualification & experience respectively.)		
<b>III. Approach and Methodology .....(25 marks)</b>		
<b>IV. Technical Presentation .....(25 marks)</b> (Overall Approach, Adequacy, Work plan)		
<b>Total points for the four criteria: 100</b>		
-----		
<b>The minimum technical score (St) required to pass is: 70</b>		
<b>Financial Bid of only those Bidders will be opened who score a minimum of 70 marks in the Technical Bid.</b>		
4.1	<b>Time, Place and date for opening of the Financial Proposal (Cover- B)</b> To be informed later	
5.1	Authority reserves the right to modify the team over the duration of the project.  For the purpose of the evaluation, the Client will exclude only applicable service tax / GST. All other taxes are deemed to be included in the financial proposal.  The Agency shall raise monthly invoice on the approved timesheet of the Experts. All payments shall be made in INR. Conditions of Release of Payments to the Agency as per terms of the MoU.	
6.1	<b>The mode of selection will be QCBS</b>  <b>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</b>	



	<p><b>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</b></p> <p>St= The technical score of the Bidder  Sf = 100 x Fm/ F, in which “Sf” is the financial score, “Fm” is the lowest price, and “F” the price of the proposal under consideration.</p> <p><b>The weights given to the Technical (T) and Financial (P) Proposals are:</b>  T = _____80, and  P = _____20</p> <p>Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: S = St x T% + Sf x P%.</p>
<b>D. Negotiations and Award</b>	
<b>7.1</b>	<p><b>Expected date and address for contract negotiations and signing :</b>  <b>Date: 15.10.2023</b>  <b>Address:</b> Mahatma Gandhi NREGS Odisha Society, Panchayati Raj &amp; DW Department, Government of Odisha, SIRD&amp;PR Campus, Gopabandhu Nagar, Unit-8, Bhubaneswar, Odisha Pin- 751012</p>
<b>8.1</b>	<p><b>Expected date for the commencement of the Services:</b> to be decided on the day of award of contract.</p>
<b>9.1</b>	<p><b>Limitation of Liability</b> - In no event shall either party be liable for consequential, incidental, indirect, or punitive loss, damage or expenses (including lost profits). Either party shall not be liable to the other hereunder or in relation hereto (whether in contract, tort, strict liability or otherwise) for more than the value of the fees to be paid (including any amounts invoiced but not yet paid) under the Contract.</p> <p><b>Indemnification:</b> Both parties shall indemnify, defend and hold harmless during the term of the Agreement from and against all liabilities, damages, losses, expenses, demands, actions, proceedings, costs and claims of any nature whatsoever, including without limitation legal fee and expenses, suffered as a result of or arising out of or in any way connected with the acts, omissions, negligence, nuisance, breach of this Agreement and failure to perform obligations hereunder of or by the agency and its employees, agents, representatives and contractors, including the use or violation of any copyright work or literary property or patented invention, article or appliance, except to the extent that such injury, damage or loss is attributable to a negligent or willful act or omission of either of the parties.</p>

### **Section 3. Technical Proposal – Standard Forms**

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

#### **Checklist of Required Forms**

<b>FORM</b>	<b>DESCRIPTION</b>
TECH-1	Technical Proposal Submission Form.
Power of Attorney	No pre-set format/form.
TECH-2	Agency's Organization and Experience.
TECH-2A	A. Agency's Organization
TECH-2B	B. Agency's Experience
TECH-3	Comments or Suggestions on the Terms of Reference & information to be provided by the Client for the Assignment.
TECH-3A	A. On the Terms of Reference
TECH-3B	B. On the Counterpart Staff and Facilities
TECH-4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment
TECH-5	Work Schedule and Planning for Deliverables
TECH-6	Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV)

**All pages of the original Technical and Financial Proposal shall be initialled by the same authorized representative of the Agency who signs the Proposal.**

Form TECH-1

TECHNICAL PROPOSAL SUBMISSION FORM

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{Location, Date}

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To:  
Director  
Mahatma Gandhi NREGS Odisha,  
Panchayati Raj & DW Department, Govt. of Odisha,  
SIRD & PR Campus, Gopabandhu Nagar,  
Unit-8, Bhubaneswar, Odisha  
Pin- 751012

Dear Sir,

We, the undersigned, offer to provide the consulting services for “**Conducting Evaluation and Impact Assessment Study of the State Sector Scheme: “State Support to MGNREGS”**” in accordance with your RFP vide No. \_\_\_\_\_ dated \_\_\_\_\_. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope.

We hereby declare that:

- a. All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client
- b. Our Proposal shall be valid and remain binding upon us for the period of time specified in the **Data Sheet** clause 3.4.
- c. We have no conflict of interest as stated in the RFP
- d. We meet the eligibility requirements as stated in RFP & TOR
- e. In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Client.
- f. Except as stated in the ITA & **Data Sheet**, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITA may lead to the termination of Contract negotiations.
- g. Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

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

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Agency:

In the capacity of: \_\_\_\_\_

Address: \_\_\_\_\_

Contact information (phone and e-mail): \_\_\_\_\_

**Form TECH-2 (FOR FULL TECHNICAL PROPOSAL ONLY) AGENCY'S**

**ORGANIZATION AND EXPERIENCE**

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Form TECH-2: A brief description of the Agency's organization and an outline of the recent experience of the Agency that is most relevant to the assignment. For each assignment, the outline should indicate the names of the Agency's Key Experts and Sub-Agencies who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a consortium, the amount paid to the Agency), and the Agency's role/involvement.

**A - Agency's Organization**

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

**B - Agency's Experience**

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1. List only previous similar assignments.
2. List only those assignments for which the Agency was legally contracted by the Client as a company or was one of the consortium partners. Assignments completed by the Agency's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Agency, or that of the Agency's partners or sub-Agency, but can be claimed by the Experts themselves in their CVs. The Agency should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Client.

<b>Duration</b>	<b>Assignment name/ &amp; brief description of main deliverables/outputs</b>	<b>Name of Client &amp; Country of Assignment</b>	<b>Approx. Contract value (in INR)/ Amount paid to your firm</b>	<b>Role on the Assignment</b>
<b>1.</b>	<b>2.</b>	<b>3.</b>	<b>4.</b>	<b>5.</b>

**Form TECH-3 (FOR FULL TECHNICAL PROPOSAL)**

**COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE & INFORMATION TO BE PROVIDED BY  
THE CLIENT FOR THE ASSIGNMENT.**

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Form TECH-3: Comments and suggestions on the Terms of Reference that could improve the Quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by the Client, including: administrative support, office space, local transportation, equipment, data, etc.

**A - On the Terms of Reference**

{Improvements to the Terms of Reference, if any}

**B - Information to be provided by the Client for the Assignment**

{Comments on information to be provided by the client for the assignment, viz: information from MIS related to the Scheme}

**Form TECH-4 (FOR FULL TECHNICAL PROPOSAL ONLY)**

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

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Form TECH-4: a description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for conducting the Study as per the Terms of Reference.

{Suggested structure of your Technical Proposal (in FTP format):

- a) Technical Approach and Methodology
- b) Work Plan
- c) Organization and Staffing}

- a) **Technical Approach and Methodology.**{Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here.}
- b) **Work Plan.**{Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}
- c) **Organization and Staffing.**{Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff.}

**Form TECH-5 (FTP)**

**WORK SCHEDULE AND PLANNING FOR DELIVERABLES**

No.	Deliverables	Months												
		1	2	3	4	5	6	7	8	9	....	n	TOTAL	
<b>D-1</b>	{e.g., Deliverable #1: .....													
	1) xxxxxxxx													
	2) xxxxxxxx													
	3) xxxxxxxx													
	4) xxxxxxxx													
	5) .....													
	6) xxxxxxxxxxxxxxxxxxxx													
<b>D-2</b>	{e.g., Deliverable #2. .... }													
<b>n</b>														

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



**FORM TECH-6**

**CURRICULUM VITAE (CV) OF KEY EXPERTS**

<b>Position Title and No.</b>	{e.g., K-1, Lead Researcher}
<b>Name of Expert:</b>	{Insert full name}
<b>Date of Birth:</b>	{day/month/year}
<b>Citizenship/Residence</b>	

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

\_\_\_\_\_

\_\_\_\_\_

**Employment record relevant to the assignment:** {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

<b>Period</b>	<b>Employing organization and your title/position. Contact information for references</b>	<b>Country</b>	<b>Summary of activities performed relevant to the Assignment</b>
[e.g., May 2005-present]	[e.g., Utkal University...Professor]  For references: Tel...../e-mail.....; Mr----- ]		

**Membership in Professional Associations and Publications:**

\_\_\_\_\_

**Language Skills (indicate only languages in which you can work):** \_\_\_\_\_

\_\_\_\_\_

**Adequacy for the Assignment:**

<b>Detailed Tasks Assigned on Agency's Team of Experts:</b>	<b>Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks</b>
<b>{List all deliverables/tasks as in TECH- 5 in which the Expert will be involved}</b>	

**Experts' contact information:** (e-mail....., phone .....) )

**Certification:**

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

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{day/month/year}

	Signature	Date
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{day/month/year}

Name of authorized Representative of the Agency  (the same who signs the Proposal)	Signature	Date
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## **Section 4. Financial Proposal - Standard Forms**

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

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section 2.

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

FIN-3 Breakdown of Costs

**FORM FIN-1**

**FINANCIAL PROPOSAL SUBMISSION FORM**

{Location, Date}

To:

Mission Director,  
Mahatma Gandhi NREGS Odisha Society,  
Panchayati Raj & Drinking Water  
Department, Govt. of Odisha, SIRD & PR  
Campus, Gopabandhu Nagar,  
Unit-8, Bhubaneswar, Odisha  
Pin- 751012

Dear Sir,

We, the undersigned, offer to provide the consulting services for **“Conducting Evaluation and Impact Assessment Study of the State Sector Scheme: “State Support to MGNREGS”**” in accordance with your RFP No. \_\_\_\_\_ dated \_\_\_\_\_ and our Technical Proposal.

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

{Insert currency} {Insert amount in words and figures} which shall be confirmed or adjusted, if needed, during negotiations. {Please note that all amounts shall be the same as in Form FIN-2}.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in the **Data Sheet**. No commissions or gratuities have been or are to be paid by us to agents or any third party relating to this Proposal and Contract execution.

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

In the capacity of: \_\_\_\_\_

Address: \_\_\_\_\_

E-mail:

**FORM FIN-2 SUMMARY OF COSTS**

**NB: Evaluation shall be made excluding Tax**

<i>Item</i>	<b>Cost</b>
	{ Agency must state the proposed Costs in accordance with the <b>Data Sheet</b> ; delete columns which are not used }
	<i>In Rupees,</i>
<b>Cost of the Financial Proposal</b>	
<b>(1) Remuneration</b>	
<b>A-Total Cost of the Financial Proposal:</b> { Should match the amount in Form FIN- 1 }	
<b>Indirect Local Tax Estimates – to be discussed and finalized at the negotiations if the Contract is awarded</b>	
GST	
B- Total Estimate for Indirect Local Tax:	
<b><u>Gross Total (A+B)</u></b>	

**FORM FIN-3 BREAKDOWN OF COST (IN INR ONLY)**

<b>SN</b>	<b>Item</b>	<b>Number</b>	<b>Rate</b>	<b>Total Cost</b>
1.				
2.				
3.				
	<b>Total</b>			

**Notes:**

- The rates quoted should be inclusive of all fee and exclusive of applicable taxes.

## **Section-5.**

### **Terms of Reference**

#### **Background of the Sate Sector Scheme: “Sate Support to MGNREGS”:**

The National Rural Employment Guarantee Act’ 2005 was notified by Govt. of India on 7<sup>th</sup> September 2005, (*By an amendment in this Act, the NREG Act has been renamed as “Mahatma Gandhi National Rural Employment Guarantee Act” w.e.f. 2<sup>nd</sup> October 2009*) with a basic objective to enhance livelihood security in rural areas by providing 100 Days of guaranteed wage Employment in a financial year to every House Hold whose adult members volunteered to do unskilled manual work. The Scheme came into force all over India w.e.f. 2<sup>nd</sup> February 2006.

In Odisha, the Scheme came into operation in 19 Districts (First phase Districts) w.e.f. 2<sup>d</sup> February 2006. And in 2<sup>nd</sup> phase 5 districts have been added since 1<sup>st</sup> April 2007, subsequently the scheme is operationalised through-out the state covering all 30 districts w.e.f. 1<sup>st</sup> April 2008.

Para 9 of the MGNREGA Annual Master Circular prescribes that the Central Government will follow Section 6 (1) of the Act and notify wage rates for each financial year. States may notify a higher wage rate and pay the difference in amount from their own funds.

It has been observed over the several financial years that the wage rate notified by the Central Government under Section 6 (1) of the MGNREG Act is significantly lower than the minimum wage rate for unskilled workers notified by the Labour & ESI Department of the State. Moreover, due to unavailability of the viable remunerative employment for the vulnerable households residing in the migration prone area of the State, it is felt necessary to extend the provision of guaranteed wage employment under the MGNREG Scheme beyond the stipulated 100 days of work.



Due to shrinking agricultural land holding, erratic rainfall, lack of irrigation facility, reduced dependency on agricultural income and lack of alternative sources of livelihood, a significant number of households from many western Districts of the State migrate to other States in search of livelihoods. Of late, the pattern of migration has been accentuated by several other factors like debt burden, allurements of better livelihood prospects by Labour contractors etc.

In order to arrest distress migration in the 477 GPs under 20 migration prone Blocks of 4 Districts namely Balangir, Bargarh, Kalahandi & Nuapada, Hon'ble Chief Minister of Odisha launched a special package under MGNREGA from FY 2019-20 on 15.01.2020. The Special Package has the following component:

1. **Minimum Wages:** Provision of additional wages for the Job seekers under MGNREGS over and above the wage rate notified under MGNREGA for the entitled 100 days of work to be commensurate with the notified minimum wages for the unskilled workers in the State out of the State Government's own resources.
2. **Additional 200 days of Wage Employment:** Provision of additional 200 days of work over and above the guaranteed 100 days' of work under the MGNREG Act, 2005 to the Job seekers at a wage rate which is at par with the minimum wage rate notified for the unskilled workers in the State out of the State Government's own resources.
3. **Focus on Natural Resource Management:** In order to boost the agricultural productivity in the area, impetus given to Natural Resource Management (NRM) activities like afforestation, plantation, water conservation, water management, soil

conservation, land development etc..

4. **Focus on Individual Assets under MGNREGS:** Provision of individual assets for the vulnerable households to create an alternative source of livelihood for them and to supplement their household income.
5. **Convergence with Line Departments:** Making implementation of MGNREGS more effective.
6. **Involvement of PRIs/ WSHGs/ CSOs/ NGOs:** For mobilization of Job Card holders and to create awareness.

Since FY 2022-23, the aforesaid programme is being implemented under the State Sector Scheme: “State Support to MGNREGS”.

**Objective of the Evaluation & Impact Assessment Study:**

The State Sector Scheme: “State Support to MGNREGS” has been approved for two years i.e FY 2022-23 & FY 2023-24 and it is due for completion on 31.03.2024. As the evaluation and impact assessment of the Scheme is prerequisite for consideration of its further continuance, it has been decided to conduct the evaluation and impact assessment study through a Third Party. The broad objectives of the proposed Study shall be to determine the efficacy of the “State Support to MGNREGS” in achieving its targeted outcome in the 20 migration prone Blocks of the State. The Study shall encompass the following aspects:

1. Determining the trends in migration and contributory factors thereof.
2. Determining the adequacy of the “State Support to MGNREGS” in ensuring sustainable livelihood of the Job Card holders.
3. Determining the impact of the “State Support to MGNREGS” in mitigating distress migration.
4. Determining the rate of reduction of distress migration.

5. To determine- whether the interventions made with the “State Support to MGNREGS” along with other welfare/ social security Schemes of Government has succeeded in dissuading the migrant labourers from distress migration?
6. To determine whether the intervention of the State Government in current form shall be extended for further period?
7. To suggest necessary alteration to the present form of Scheme to make it more effective?

**Scope of the Evaluation & Impact Assessment Study:**

On the basis of the proposed time schedule outlined in this Terms of Reference, the agency should prepare a work plan/methodology for the study, present this in his offer, and report on the approach taken in the study report. This can be based on the following frameworks.

- A) Random Selection of a representative sample of the 20 migration prone Blocks and Nearby Blocks of the Same District.
- B) Large representative survey at the data touch points of the financial year.

**Tools:**

The Agency may suggest which tool it will adopt for conducting the evaluation & impact assessment study (*viz*: Standard Questionnaires’/ Focus Group Discussion etc.)

**Methodology & Sample Size:**

A random sampling of about 1000 House Holds may be considered for the proposed study from the 20 migration prone Block or from nearby Block for the thorough study.

The Agency shall suggest the appropriate methodology best suited to achieve the objective of the Study.

**Time line:**

The study should be carried out in a manner so that the final report could be submitted by 28.02.2024. Before submission of the Final Report the Agency shall make a presentation on the draft report before the Client.

In light of this timeframe a clear-cut timeline from inception to completion may be drawn for each element of the study by enumerating how each aspect is covered and adequate time is allotted to it.

**Budget:**

The cost of the studies is to be incurred out of the Administrative Contingencies under MGNREGA.

The Agency should come out with his own financial estimates on the evaluation methodology adopted by it to carry out the studies. This may include certain specifics such as Remuneration per diem, Travel Expenses, Cost of Materials/Stationery, Drafting etc.

**Team Size:**

The Agency should state in his proposal; what will be his team size and what are the basic qualifications, expertise, and skills considered prerequisite in selecting the Team? What are the specific duties to be performed by the team members?