



ODISHA SKILL DEVELOPMENT AUTHORITY

**Request for Proposal (RFP) for Empanelment of Agency for Imparting of Digital Skilling
in Technical Institutes in Odisha for ERP Training**

No. DIGITALL/2023/01

Date: 10.03.2023

Odisha Skill Development Authority Bhubaneswar, Odisha, invites Request for Proposal (RFP) from interested reputed ERP education partner organizations of OEM for imparting digital skills to students of technical institutes in Odisha. The training programs offered will be to meet the current as well as future skill needs of the respective industry. The training will be imparted for state-of-the-art technology. The training programs will be the courses that will make the youth employable to meet the industry needs in the ERP space. The details regarding eligibility criteria, scope of work to be taken up, RFP schedule, terms and conditions and the prescribed application formats are available on the website www.skillodisha.gov.in & www.empmissionodisha.gov.in which may be downloaded for use. Interested applicants may send their offers containing all the requisite details in sealed covers to the undersigned by **4 P.M. of 31.03.2023** through Registered Post/Speed Post/ Courier only and the same will be opened at **4.30 P.M. on the same day**. The Authority reserves the right to accept or reject any or all the offers without assigning any reason thereof.

Sd/-

**Chief Executive Officer
Odisha Skill
Development Authority**

Sriya Square, Unit-3, Bhubaneswar – 751007, Odisha,
Ph. No. - (0674) 2391320, Website: www.skillodisha.gov.in,
E-Mail: dirosems@gmail.com / emp.osda2018@gmail.com

Dated: 10.03.2023

pg. ii

TABLE OF CLAUSES

PART I	3
Section 1. Letter of Invitation	3
Section 2. Instructions to Agency	11
A.General	Provisions 11
1. Definitions.....	11
2. Introduction.....	12
3. Conflict of Interest	15
4. Unfair Competitive Advantage	15
5. Corrupt and Fraudulent Practices.....	16
6. Eligibility	16
7. Qualification to the Bid.....	16
B.Preparation	of Proposals 16
8. General Considerations	16
9. Cost of Preparation of Proposal	16
10. Language	16
11. Documents Comprising the Proposal.....	17
12. Only One Proposal.....	17
13. Proposal Validity	17
14. Clarification and Amendment of RFP	18
15. Preparation of Proposals – Specific Considerations	18
16. Technical Proposal Format and Content.....	19
17. Financial Proposal.....	19
C.Submission,	Opening and Evaluation 20
18. Submission, Sealing, and Marking of Proposals	20
19. Confidentiality	21
20. Opening of Technical Proposals	21
21. Proposals Evaluation.....	22
22. Evaluation of Technical Proposals.....	22
23. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods)	22

24. Correction of Errors	23
25. Taxes	23
26. Conversion to Single Currency	23
27. Combined Quality and Cost Evaluation	24
D.Negotiations and Award	24
28. Negotiations	24
29. Conclusion of Negotiation	25
30. Award of Contract.....	25
E. Data Sheet.....	25
Section 3. Technical Proposal – Standard Forms	34
Checklist of Required Forms	34
Form TECH-1	35
Form TECH-2	37
Form TECH-3	39
Form TECH-4	40
Form TECH-5	41
Section 4. Financial Proposal - Standard Forms	40
Section 5. Terms of Reference.....	43

PART I

Section 1. Letter of Invitation

RFP No.

Dated: 10.03.2023

Project: Empanelment of Agency for Imparting of Digital Skilling in Technical Institutes in Odisha for ERP Training

Dear Sir / Madam,

1. With this RFP is floated by Odisha Skill Development Authority, for Empanelment of Agency for Imparting of Digital Skilling in Technical Institutes in Odisha for ERP Training, we are herewith inviting proposals from qualified agencies to provide Digital Skilling in ERP for the above-mentioned project
2. The duration of the engagement will be initially for 3 Years. The contract may be renewed further after the initial period of 1 year subject to satisfactory performance of the Partner and with the mutual consent of both parties.
3. A firm 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 OSDA website
5. The last date for submission of response to proposal is 31.03.2023.
6. 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
7. The response to RFP should be separately packed in three packets (**Cover A-** for Pre-Qualification Proposal, **Cover B-** for Technical Proposal & **Cover C-** for Financial Proposal) and finally packed in one cover and super scribed as “**Request for Proposal (RFP) for**

Empanelment of Agency for Imparting of Digital Skilling in Technical Institutes in Odisha for ERP Training”.

Incomplete Offers/proposals or those received after specified time and date or not fulfilling the specified requirement will not be considered. The details regarding eligibility criteria, scope of work to be taken up, RFP schedule, terms and conditions and the prescribed application formats are available on the website www.skillodisha.gov.in (tender section) which may be downloaded for use. Interested applicants may send their offers containing all the requisite details in sealed covers to the undersigned by **4 P.M. of 31.03.2023** through Registered Post/Speed Post/ Courier or in the drop box (placed at addressed mentioned below) only and the same will be opened at **4.30 P.M. on the same day**. The Authority reserves the right to accept or reject any or all the offers without assigning any reason thereof.

Yours Sincerely,

(-Sd-)

**Director of Employment cum CEO, OSDA
Niyojan Bhawan, Unit- III,
Bhubaneswar, 751001, Odisha**

DISCLAIMER

- 1) All information contained in this RFP subsequently provided are in good faith. This RFP is not an agreement or an offer by OSDA to the prospective applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation and submission of their applications pursuant to this RFP.
- 2) This RFP includes statements, which reflect various assumptions and assessments arrived at by OSDA in relation to the selection of industry partner. Such assumptions, assessments and statements do not purport to contain all the information that each applicant may require.
- 3) OSDA accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any applicant upon the statements contained in this RFP.
- 4) OSDA 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, without assigning any reason or providing any notice and without accepting any liability for the same.
- 5) The issue of this RFP does not imply that OSDA is bound to select an applicant or to appoint the selected applicant. OSDA reserves the right to cancel this request for RFP and/ or invite afresh with or without amendments to this request for RFP, without liability or any obligation for such request for RFP and without assigning any reason. Information provided at this stage is merely indicative.
- 6) By getting empaneled for this RFP it does not give any guarantee for the number of students and training locations for the Digital Skilling to be conducted. The engagement with the prospective empaneled partner is purely dependent on demand of that ERP in job market and additionally interest shown by the Colleges and their respective students. It may be noted in addition to this, OSDA reserves all rights to supersede any interest shown by the college and cancel the programs implementation without giving any reason.

Instruction to Applicants

- a) Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Applicants must:
 - i. Include all documentation specified in this document.
 - ii. Follow the format, specified in this document and respond to each element in the order as set out in this document.
 - iii. Comply with all requirements as set out in this document.

- b) Proposals received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained
- c) The Proposals submitted by telex/telegram/fax etc. shall not be considered. No correspondence will be entertained on this matter
- d) OSDA will not be responsible for any delay or non-receipt or non-delivery of the Expression of Interests. No further correspondence on this topic will be entertained.
- e) OSDA has the right to modify and amend any of the stipulated conditions / criterion depending upon project priorities and exigencies.

Compliant Proposals/ Completeness of Response

Applicants are advised to study all instructions, forms, terms and conditions, requirements and other information in the document carefully. Submission of the proposals shall be deemed to have been done after careful study and examination of the document with full understanding of its implications.

Failure to comply with the requirements of this paragraph may render the bid as non-compliant and the bid may be rejected.

Applicants must:

- a) Include all documents mentioned specifically in this Bid;
- b) Strictly follow the formats of this document and respond to each element in the order as set out in this document.
- c) Comply with all requirements as set out within this document.

Scope of Work/ Responsibilities of the Agency

The Agency shall be responsible for –

- a) Providing ERP Education OEM approved licenses for the students of Government Polytechnic Institutes, Government MBA Institutes, Government MCA Institutes and

Government Engineering colleges in Odisha for training in ERP. For the private institutes operating in Odisha, the agency may directly work with the private institutes on final approved rates if the institutes apply through the OSDA website.

- b) Empaneled partner is expected to deeply engage with registered institutes for the DIGITAL program from familiarizing the skills to potential career opportunities.
- c) Impart Digital Skilling in ERP in the following domains as mentioned in course directory of OEM for the topics as mentioned below and as suited to domains to whom these courses are to be imparted i.e; Engineering, MBA, MCA & Polytechnic
 - i) Sales / Distribution/ Marketing
 - ii) Materials/ Procurement Management
 - iii) Financial/ Cost Accounting
 - iv) Human Resource
 - v) Technical module/s for Business Application programming for ERP
 - vi) Any other relevant subject areas in the space of ERP like Cloud, Analytics, Enterprise Security, App Developers etc.
- d) Engage OEM Global certified trainer/s of high-quality having industry and academia experience for Training of Trainers (ToT) and specialized sessions for participating students.
- e) Facilitate student and teachers' exposure to various OEM conferences including the user conferences.
- f) Also explore the possibilities of giving hands on experience through hackathons/ideations to enhance the student experience which may potentially lead to employment opportunities.
- g) Facilitate standard ERP courses and provide course duration details of at least 150-200 hours as specified by OEM
- h) Design, develop, and implement Continuous Progressive Assessments (CPAs), with one assessment after every 50 hours of learning and/or at the end of module depending upon the course curriculum mutually agreed between the parties.
- i) Prepare students for Global certification examination through simulated mock tests and mentoring sessions from OEM certified trainers.
- j) Provide digital Joint Course Completion Certificate to successful students, enabling them

to pursue Global Certification by the OEM

- k) The agency will fix the fee structure for each course offered and submit to OSDA. The payment of the Fees is to be made by the concerned institute which will utilize licenses of its students.
- l) OSDA commits to provide ready-to-use Infrastructure and expects the industry partner to provide the complete model (course structure, offerings, execution methodology, self-sustainability model etc) for holistic advance skill development of the said students.
- m) Agency will have to provide performance/ usage reports to be generated with access to such reports available to Govt via a platform/ app etc at a mutually agreeable timeline.

Right to Accept Any RFP and To Reject Any or All RFPs

OSDA reserves the right to accept or reject any RFP and to annul the evaluation process and reject all RFPs at any time prior to award of contract, without liability or any obligation and without assigning any reason or any obligation to inform the affected RFPs or applicants of the grounds for OSDA action.

Schedule for Invitation of RFP

A	Name of the Client	Odisha Skill Development Authority (OSDA)
B	Address from where the RFP can be obtained	Website: www.skillodisha.gov.in and the tender section from http://empmissionodisha.gov.in
C	Address where response to RFP has to be submitted	Address: Directorate of Employment, Govt. of Odisha, Niyojan Bhawan, Kharvela Nagar, Sriya Square Bhubaneswar-751001
D	Issue of RFP Document	10.03.2023
E	Date for submission of Pre-Bid Queries	By 16.03.2023 through email. Email ID: emp.osda2018@gmail.com
F	Date of Pre-Bid Meeting	Efforts will be made to clarify the queries through email. In case a need is felt for a meeting, then it will be organised through online medium and the same shall be intimated
G	Time and date of submission of response to RFP	On 31.03.2023 latest by 4:00 pm
H	Time, Place and date for opening of Cover-A – Pre-Qualification Criteria	On 31.03.2023 at 4.30pm at 2 nd Floor Conference Hall, Niyojan Bhawan, Kharvela Nagar, Sriya Square, Bhubaneswar-751001 The bids will be opened in presence of the bidders who choose to be present.
I	Time, Place and date for opening of the Technical Proposal (Cover-B)	On 31.03.2023 at 4.30 pm Address: 2 nd Floor Conference Hall, Niyojan Bhawan, Kharvela Nagar, Sriya Square, Bhubaneswar-751001 The Cover B will be opened in presence of the bidders who qualify as per the Pre-Qualification criteria and who choose to be present.
J	Date for finalisation of evaluation of Technical Bids by Competent Authority	Shall be intimated later
K	Time, Place and date for opening of the Financial Proposal (Cover- C)	Shall be intimated later

		The Cover C will be opened in presence of the bidders who qualify as per the criteria stated under the Technical Proposal in Cover B.
L	Earnest Money Deposit	Performance Bank Guarantee (PBG) amounting to 10% of the Total Contract Value will be deposited with OSDA as per standard RFP process of Government of Odisha valid for a period of 60 days issued to “ Odisha Skill Development Authority (OSDA) ”.

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) “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.
- (c) “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.
- (d) “Agency” means a legally established professional firm or an entity that may provide or provides the Services to the Client under the Contract.
- (e) “Client” means the implementing agency (OSDA) 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) “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.

- (l) “ITA” means the Instructions to the Agency that provides the shortlisted agency with all information needed to prepare their Proposals.
- (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

2.6 The Client named in the **Data Sheet** intends to select an Agency, in accordance with the method of selection specified in the **Data Sheet**.

2.7 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.

2.8 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.

2.9 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**.

- 2.5 A Committee constituted by the OSDA shall carry out a detailed evaluation of the RFPs received by it to determine whether they are substantially responsive to the requirements set forth in the RFP. To reach such a determination, the committee shall adopt QCBS method for evaluation and examine the information supplied by the applicants as well as evaluate the same as per the eligibility criteria specified in this RFP. The Committee will also evaluate the Financial Proposal for the Project submitted by the bidder. For the overall evaluation combine score of technical and financial evaluation shall be taken into the consideration in the ratio of 80:20 (weightage).
- 2.10 The evaluation process will have technical evaluation and financial evaluation provided the bidder qualifies in the technical evaluation.
- 2.11 The Committee members will assess the original copies of all documents (signed and stamped) as in the original soft copy of the proposal as submitted through email and presentations of the applicant on specific parameters related to their capacity to deliver.
- 2.12 Sanction of contract/empanelment will be done by the committee after assessing documents submitted and presentation
- 2.13 Inability to submit requisite supporting documents/ documentary evidence, may lead to rejection.
- 2.14 The Committee may ask to seek clarifications on their RFPs from the applicants.
- 2.15 The Committee reserves the right to reject any or all proposals based on any deviations. Empanelment of applicant will be done solely at the discretion of the Committee.
- 2.16 OSDA reserves the rights to empanel one or more OEM’s/ OEM partners for this initiative based on committees’ recommendation.

- 2.17 The Committee/OSDA reserves the right to decide on the number of agencies to be empanelled and/or courses for which agencies maybe empanelled, and the number of colleges allocated at its sole discretion.
- 2.18 OSDA reserves the right to accept or reject any RFP, and to annul the evaluation process and reject all proposals at any time prior to sanction of contract, without thereby incurring any liability to the affected proposal or applicants.
- 2.19 The Committee reserves rights to decide on the OEM/OEM partner even if only one bid has been received for a particular OEM ERP provided all the bidding criteria are met and the agency qualifies the technical evaluation
- 2.20 In case only one OEM/ OEM partner may apply for a particular OEM ERP then the reorganizing of Bid may not be required if decided by the committee provided overall more than 3 OEM/Partners participate in the selection process
- 2.21 Each of the responses shall be evaluated as per the criteria and requirements specified in this document at **Technical Proposal Evaluation Criteria** section of this document
- 2.22 The qualifying score in the evaluation is 75 out of the total score of 100.
- 2.23 If adequate nos. of firms do not qualify, then, OSDA, Bhubaneswar may reduce the qualifying score, however, it shall not be less than 60. Financial Proposal will be opened for the applicants those qualified in the technical evaluation only. OSDA may seek the technically qualified bidders for power-point presentation on the proposal submitted.
- 2.24 It is intimated that while OSDA will be supporting in bringing the best price deal for the program, however the individual institute or a group of institutes will have to bear the cost towards training fees and ToT fees if any with the selected training partner.

2.25 It may be considered to collect some token (if possible refundable) fee has to be collected from the students to bring in more seriousness for the program

2.26 The Placement Cell of the institutes will be involved to have better proliferation of the programs and increase the adoption level

2.27 Regular Review meetings preferably monthly will be held to review the progress of the program.

2.28 A defined training calendar for the program common across universities to be followed in consultation with Training Partner, institute, universities. Department will also advise the institutes and universities to go for a common exam calendar to facilitate such kind of programs.

2.29 A Portal www.digital.skillodisha.gov.in has been launched which will be used by all training partners, institutes and their students to participate in Digital Skilling Program in future. Only training partners & their programs and institutes & their students who are registered in the site and approved will be allowed for the program. The faculties involved for ToT program will also be registered in the portal

2.30

2.31 No correspondence shall be entertained outside the process of negotiation/ discussion with the Committee.

3. Conflict of Interest

3.1 The Agency is required to provide professional, objective, and impartial advice, always holding the Client's interest's 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.

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 OSDA requires compliance with its policy in regard to corrupt and fraudulent/ prohibited practices as set forth by the Govt. of Odisha (GoO)

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

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. No consortiums will be allowed for this bid. Either OEM directly or its partner can apply for the bid

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 Contract award, 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, 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 Consultant shall not subcontract the whole of the services unless otherwise indicated 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 the period mentioned in the Data Sheet by 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.TheAgency 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 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.

An EMD, in the given format, shall be placed in a separate envelope clearly marked “**EMD**”, “**Empanelment of Agency for Imparting of Digital Skilling in Technical Institutes in Odisha for ERP Training**”, reference number, name and address of the Agency. Unless the EMD is submitted, the Technical Proposal shall not be considered.

18.5.The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked “Technical Proposal”, Selection of an Agency for Development of Vision 2030 and Strategic Roadmap for Skill Development in Odisha”, reference number, name and address of the Agency, and with a warning “Do Not Open until [insert the date and the time of the Technical Proposal submission deadline].”

18.6.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.**”

18.7. 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** [insert the time and date of the submission deadline indicated in the Data Sheet]".

18.8. 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.

18.9. 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.

18.10. 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

18.1 From the time the Proposals are opened to the time the Contract is awarded, 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.

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

18.3 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 OSDA 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 agencies 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 decide 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 breakdown 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 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" 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 datasheet

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**.

E. Data Sheet

A. General	
SN / Clause Ref	Reference

1	State: Odisha, India
2	Name of the Client: Odisha Skill Development Authority (OSDA) Method of selection: QCBS wherein Technical and Financial evaluation shall be given a weightage of 80% and 20% respectively Address from where the RFP Documents can be obtained: Director of Employment cum CEO, OSDA NiyojanBhawan, Unit- III, Bhubaneswar, 751001, Odisha Issue of RFP Documents: On any working day from 10.03.2023 between 10 am to 5 pm and website: https://skillodisha.gov.in
3	Financial Proposal to be submitted together with Technical Proposal: Yes The name of the assignment is: Empanelment of Agency for Imparting of Digital Skilling in Technical Institutes in Odisha for ERP Training
4	A pre-proposal conference will be held: Refer to Schedule for Invitation of RFP. Contact Person for Queries: Sri Dhananjaya Sarangi IT Application Expert, OSDP Mobile: +917077705055 Sri Shashank Sekhar Choudhary, Chief Technology Officer, OSDA Mobile No: +919937228911 Sri H Panigrahi Assistant Director, OSDA Mobile No. +91 94374 19203
5	The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals: As per Terms of Reference (ToR)

6	This contract period will be for 3 years. The contract may be renewed further after the initial period of 1 year subject to satisfactory performance of the Partner and with the mutual consent of both parties.
7	Bidder participating in the bidding process must furnish a Performance Bank Guarantee (PBG) amounting to 10% of the Total Contract Value will be deposited with OSDA as per standard RFP process of Government of Odisha valid for a period of 60 days for Technical Proposal opening in the format provided in the Annexure / Forms. The EMD of bidders shall be refunded soon after final acceptance of bid and award of contract The EMD taken from the bidder shall be forfeited in the following cases: • When the bidder withdraws his bid proposal after opening of bids. • When the bidder does not execute the agreement after placement of order within the specified time. • When the bidder does not deposit the Performance Guarantee in the form of Bank Guarantee after the work order is placed.
B. Preparation of Proposals	
8	This RFP has been issued in the ENGLISH language. Proposals shall be submitted in English language. All correspondence exchange shall be in English language.
9	The Proposal shall comprise the following: <u>FULL TECHNICAL PROPOSAL</u> 1st Inner Envelope with the Pre-Qualification / Eligibility Proposal (Cover-A) (1) Power of Attorney to sign the Proposal (2) Earnest Money Deposit (3) Pre-Qualification Proposal 2nd Inner Envelope with the Technical Proposal (Cover-B) (1) TECH-1 (2) TECH-2 (3) TECH-3 (4) TECH-4 (5) TECH-5 (6) TECH-6 <u>AND</u> 3rd Inner Envelope with the Financial Proposal (Cover-C) (1) FIN-1 (2) FIN-2 (3) FIN-3 The response to RFP should be separately packed in three packets (Cover A- for Pre-Qualification Proposal, Cover B- for Technical Proposal & Cover C- for Financial Proposal) and finally packed in one cover and super scribed as “Request for Proposal (RFP) for

	Empanelment of Agency for Imparting of Digital Skilling in Technical Institutes in Odisha for ERP Training.																									
10	Statement of Undertaking is required: Yes																									
11	Participation of Sub-Agencies, Key Experts and Non-Key Experts in more than one Proposal is permissible: No																									
12	Proposals must remain valid for 60 days calendar days after the proposal submission deadline.																									
13	The Bidder must be a single entity. All Key experts should be on the payroll/direct contract/empanelled with the Bidder.																									
14	Clarifications may be requested no later than the date of Pre-Bid Meeting. The contact information for requesting clarifications is: Address: Director of Employment cum CEO, OSDA Niyojan Bhawan, Unit- III, Bhubaneswar, 751001, Odisha E-mail: emp.osda2018@gmail.com Contact person/conference coordinator: Director of Employment cum CEO, OSDA																									
15	This will be a lump sum contract and payment shall be made after successful completion of the milestones. The payment shall be released based on the milestones given in the table below. <table border="1"> <thead> <tr> <th>SN</th><th>Deliverables</th><th>Payment Schedule</th></tr> </thead> <tbody> <tr> <td></td><td colspan="2">Preparation for Empanelment of Agency for Imparting of Digital Skilling in Technical Institutes in Odisha for ERP Training</td></tr> <tr> <td>1.a.</td><td>Release of Work Order/ Letter of Award</td><td>10 percent of Contract Value</td></tr> <tr> <td></td><td>Completion of ToT Program & awareness session</td><td>10 percent of Contract Value</td></tr> <tr> <td>1.b.</td><td>Access of Cloud Licenses and TOT</td><td>20 percent of contract Value</td></tr> <tr> <td>1.c.</td><td>Completion of training Program</td><td>40 percent of contract Value</td></tr> <tr> <td>1.d.</td><td>Certification of 50% candidates</td><td>10 percent of contract Value</td></tr> <tr> <td></td><td>Closure of program with at least 20% placement</td><td>10 percent of contract Value</td></tr> </tbody> </table> The invoices will be generated and submitted as per the Schedule above to the OSDA by the Agency. If there is no objection in terms of performance, deliverable or invoice value then the invoice and the deliverables will be deemed accepted by the OSDA. Payments shall be released within 30 days of submission of invoice by the Agency. If there is an objection to the performance, deliverable or invoice value, then the OSDA shall have to raise the objection within 15 days of invoice submission date. In such a scenario, the Agency shall take corrective measures and resubmit the invoice. Payments shall be released within 30 days of resubmission of invoice by the Agency.		SN	Deliverables	Payment Schedule		Preparation for Empanelment of Agency for Imparting of Digital Skilling in Technical Institutes in Odisha for ERP Training		1.a.	Release of Work Order/ Letter of Award	10 percent of Contract Value		Completion of ToT Program & awareness session	10 percent of Contract Value	1.b.	Access of Cloud Licenses and TOT	20 percent of contract Value	1.c.	Completion of training Program	40 percent of contract Value	1.d.	Certification of 50% candidates	10 percent of contract Value		Closure of program with at least 20% placement	10 percent of contract Value
SN	Deliverables	Payment Schedule																								
	Preparation for Empanelment of Agency for Imparting of Digital Skilling in Technical Institutes in Odisha for ERP Training																									
1.a.	Release of Work Order/ Letter of Award	10 percent of Contract Value																								
	Completion of ToT Program & awareness session	10 percent of Contract Value																								
1.b.	Access of Cloud Licenses and TOT	20 percent of contract Value																								
1.c.	Completion of training Program	40 percent of contract Value																								
1.d.	Certification of 50% candidates	10 percent of contract Value																								
	Closure of program with at least 20% placement	10 percent of contract Value																								

16	A price adjustment provision applies to remuneration rates: The accepted quote (rate on which Bidder is awarded the Project) will be valid for a period of 6 months from the commencement date.
17	The Financial Proposal should be quoted in INR
C. Submission, Opening and Evaluation	
18	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.
19	The Agency must submit the full proposal consisting of three envelopes. All envelopes should be properly marked and sealed: (a) Cover – A: Power of Attorney, Earnest Money Deposit and Pre-Qualification Proposal: one (1) original (b) Technical Proposal: one (1) original (c) Financial Proposal: one (1) original. The financial proposal should be submitted in the formats mentioned in the RFP; submission of financial proposal in any other format will be rejected.
20	The Proposals must be submitted no later than: Date: 31.03.2023 Time: 4 P.M. Proposal submission address is: Odisha Skill Development Authority, OSDA Niyojan Bhawan, Unit- III, Bhubaneswar, 751001, Odisha
21	Time, Place and date for opening of the EMD and Pre-Qualification Proposal (Cover-A) On 31.03.2023 at 4.30 P.M. Time, Place and date for opening of the Technical Proposal (Cover-B) On 31.03.2023 at 4.30 P.M. Time, Place and date for opening of the Financial Proposal (Cover-C) To be intimated later
22	An online option of the opening of the Technical Proposals is offered: No The opening shall take place at:

	Odisha Skill Development Authority, OSDA Niyogan Bhawan, Unit- III, Bhubaneswar, 751001, Odisha Date: 31.03.2023. Time: 4:30 PM																						
23	In addition, the following information will be read aloud at the opening of the Technical Proposals: Name of Agency																						
24	Criteria, sub-criteria, and point system for the eligibility and evaluation of the Technical Proposals: Eligibility / Pre-Qualification Criteria <table border="1"> <thead> <tr> <th>SN</th><th>Criteria</th><th>Documents Required</th></tr> </thead> <tbody> <tr> <td>1.</td><td>The Bidder must be incorporated & registered entity.</td><td>Certificate of Incorporation/ Registration under the relevant statute</td></tr> <tr> <td>2.</td><td>The bidder should have annual turnover not less than INR 500 Crore in each of the last three financial years. (i.e., FY 2021-22, FY 2020-21, FY 2019-20) coming from its businesses.</td><td>Certificate from the statutory auditor and Audited Financial Statement</td></tr> <tr> <td>3.</td><td>The Bidder should have positive net worth in each of the previous three financial years (FY 2021-22, FY 2020-21, FY 2019-20)</td><td>Audited Financial Statement and certificate from the statutory auditor</td></tr> <tr> <td>4.</td><td>Experience of the bidder in undertaking similar ERP training assignments with at least 10 Universities / Institutes recognized by Statutory body for ERP license-based training for Students</td><td>Work Order / Contract and relevant documents</td></tr> <tr> <td>5.</td><td>The Bidder must be the OEM or OEM approved Partner, with a minimum association period of Five years as on Date of Submission of Bid.</td><td>Declaration from OEM</td></tr> <tr> <td>6.</td><td>The Bidder should not be blacklisted as on date of submission of bid by any State or Central Government department/ agency or PSUs in India.</td><td>Declaration from Authorised Signatory</td></tr> </tbody> </table>		SN	Criteria	Documents Required	1.	The Bidder must be incorporated & registered entity.	Certificate of Incorporation/ Registration under the relevant statute	2.	The bidder should have annual turnover not less than INR 500 Crore in each of the last three financial years. (i.e., FY 2021-22, FY 2020-21, FY 2019-20) coming from its businesses.	Certificate from the statutory auditor and Audited Financial Statement	3.	The Bidder should have positive net worth in each of the previous three financial years (FY 2021-22, FY 2020-21, FY 2019-20)	Audited Financial Statement and certificate from the statutory auditor	4.	Experience of the bidder in undertaking similar ERP training assignments with at least 10 Universities / Institutes recognized by Statutory body for ERP license-based training for Students	Work Order / Contract and relevant documents	5.	The Bidder must be the OEM or OEM approved Partner, with a minimum association period of Five years as on Date of Submission of Bid.	Declaration from OEM	6.	The Bidder should not be blacklisted as on date of submission of bid by any State or Central Government department/ agency or PSUs in India.	Declaration from Authorised Signatory
SN	Criteria	Documents Required																					
1.	The Bidder must be incorporated & registered entity.	Certificate of Incorporation/ Registration under the relevant statute																					
2.	The bidder should have annual turnover not less than INR 500 Crore in each of the last three financial years. (i.e., FY 2021-22, FY 2020-21, FY 2019-20) coming from its businesses.	Certificate from the statutory auditor and Audited Financial Statement																					
3.	The Bidder should have positive net worth in each of the previous three financial years (FY 2021-22, FY 2020-21, FY 2019-20)	Audited Financial Statement and certificate from the statutory auditor																					
4.	Experience of the bidder in undertaking similar ERP training assignments with at least 10 Universities / Institutes recognized by Statutory body for ERP license-based training for Students	Work Order / Contract and relevant documents																					
5.	The Bidder must be the OEM or OEM approved Partner, with a minimum association period of Five years as on Date of Submission of Bid.	Declaration from OEM																					
6.	The Bidder should not be blacklisted as on date of submission of bid by any State or Central Government department/ agency or PSUs in India.	Declaration from Authorised Signatory																					

7.	Bidder should have worked with Government agency for vocational / skilling / higher education in past	Training Award & Completion Proof
8.	Bidder should have experience in running at least ERP training across country	Addresses of Centers and proof for the same
9.	Applicant should not have been blacklisted at any time by any Central Government / State Government / PSU in the past	Self-Certificate
10.	Conflict of Interest	Bidder should submit undertaking that no-conflict of interest shall arise in case of selection of agency for execution of scope of work

“The above-mentioned clauses are indicative. Post sanction of contract / empanelment additional clauses will be added as deemed necessary by OSDA”.

Technical Proposal Evaluation Criteria

Sr. No.	Evaluation Criteria (Project Details and Letter of Agreement / Work Order / Agreement / Completion Certificate and Terms of Reference justifying the requirements, should be submitted for each of the assignments submitted)	Max. Marks
1	Experience of Bidder	40 Marks
1.1	Years of business experience: a) Between 25 to 30 years: 6 marks b) Above 30 years: 8 marks c) Above 35 years: 10 marks	10 Marks
1.2	Years of experience in imparting skill development/ Vocational programs/higher education for any Government/ PSU/ Private Sector Organization: a) Between 3 to 5 years: 6 marks b) Above 5 years: 8 marks c) Above 10 years: 10 marks	10 Marks

1.3	No of Government / PSU / Pvt organizations for which similar skill development programs have been conducted in last 5 years. a) Between 1 to 2: 3 marks b) Between 3 to 5: 6 marks c) Between 6 to 10: 8 marks d) Above 10: 10 marks	10 Marks
1.4	Association with recognized universities/institutes for ERP license-based training for students a) Between 5 to 7 nos.: 5 marks b) Between 7 to 10 nos.: 7 marks c) Above 10 nos.: 10 marks	10 Marks
2	Financial Status of the Bidder	20 Marks
	Average annual turnover (last 3 financial years i.e., 2018-19, 2019-20 & 2020-21): a) Between Rs.500 Crores to Rs.600 Crores: 5 marks b) For every 100 Crores above Rs.500 Crores: 2 mark for each up to maximum of 20 marks	20 Marks
3	Efficiency in ERP Training	20 Marks
3.1	Number of Students trained (in ERP Modules as mentioned in RFP) a) More than 5000 students: 5 marks b) For every 1000 students 1 additional marks up to 10 marks maximum Additional 5 points for every 1000 students if trained for Odisha state subject to max marks not to exceed 10	10 Marks
3.2	Number of Students placed in last 3 years after doing ERP course by OEM/ Partner a) Up to 499 students: 1 Mark b) 500 - 999 students: 2 marks c) For every 500 students 1 additional marks up to 10 marks maximum Self-Certified declaration by OEM required to substantiate the same	10 Marks
4	Global Impact	10 Marks
4.1	No. of installed base customers Globally using the ERP provided by the OEM a) More Than 50,000: 5 Marks	10 Marks

	b) For every additional 50,000 customers 1 additional mark up to 10 marks Maximum 5 Ecosystem 10 Marks
	5.1 No. of System Integrated Partners in India for OEM a) More than 50: 5 Marks b) For every additional 50 SI Partners 1 additional mark up to 10 marks Maximum Additional 1 point for every SI Partner for OEM based in Odisha state subject to max marks not to exceed 10 10 Marks
	Financial Bid of only those Bidders will be opened who score a minimum of 70 marks
25	For the evaluation, the Client will exclude only applicable service tax / GST All other taxes are deemed to be included in the financial proposal. All payments shall be made in INR.
26	Only those bids with a technical score of ≥ 70 shall be considered for financial evaluation. QCBS method shall be adopted for selection. The weight given to the Technical proposal score shall be '80' and the weight given to the Financial proposal shall be '20'. The combined evaluation shall be determined as below: $S_{TECH} = \frac{\text{Technical Score of the Applicant}}{\text{Highest Technical Score amongst the Applicants}} \times 80$ $S_{FINANCIAL} = \frac{\text{Lowest Financial Quote amongst the Applicants}}{\text{Financial Quote of the Applicant}} \times 20$ $S_{FINAL} = S_{TECH} + S_{FINANCIAL}$ The composite score (S_{FINAL}) would be used to determine the successful bidder. The bidder with the highest composite score would be awarded the contract.
	D. Negotiations and Award
27	Expected date and address for contract negotiations and signing: Date: To be intimated

	Address: Odisha Skill Development Authority, OSDA Niyojan Bhawan, Unit- III, Bhubaneswar, 751001, Odisha
28	Within 15 days from the date of Letter of Invitation (LOI) from the Client, the successful Bidder shall furnish the Performance Guarantee of an amount equal to 10% of the Total Contract Value will be deposited with OSDA as per standard RFP process of Government of Odisha valid for a period of 60 days issued by one of the Nationalized / Scheduled Commercial Banks in India for the due performance of the Assignment.
29	Expected date for the commencement of the Services: May 2023
30	Limitation of Liability - 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. Indemnification: Both parties shall indemnify, defend and hold harmless during the term of the Agreement from and against all liabilities, damages, losses, expenses, deaths, 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 licensee 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 wilful act or omission of either of the parties.

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

FORM	DESCRIPTION
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 and on Counterpart Staff and Facilities to be provided by the Client.
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

{Location, Date}

To:

Director of Employment cum CEO,
Odisha Skill Development Authority, OSDA
Niyojan Bhawan, Unit- III,
Bhubaneswar, 751001, Odisha

Dear Sir,

We, the undersigned, offer to be Empaneled for Imparting of Digital Skilling in Technical Institutes in Odisha for ERP Training in accordance with your RFP vide xxxx dated MM.DD.YYYY. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope.

We hereby declare that:

- 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
- Our Proposal shall be valid and remain binding upon us for the period specified in the Data Sheet clause 10.
- We have no conflict of interest as stated in the RFP
- We meet the eligibility requirements as stated in RFP & TOR
- 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 based on 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.

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

Name of Agency (company's name or JV's name): _____

In the capacity of: _____

Address: _____

Contact information (phone and e-mail): _____

Form TECH-2(FOR FULL TECHNICAL PROPOSAL ONLY)

AGENCY'S ORGANIZATION AND EXPERIENCE

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.

APPLICANT ORGANISATION DATA FORMAT

Date of submission of application: _____

Details of the Applicant		
1	Name of the Applicant	
2	Head Office Address	
3	Status of the firm (Whether Proprietorship/ Partnership Firm/ Private Limited Company/ Section-8 Company/ Section-25 Company (old companies Act - Companies Act,1956)/ Public Limited Company/ Society/ Trust/ Association)	
4	Details of Incorporation/Registration of the firm	
5	Details of Commencement of Business	
6	GST registration no.	
7	Permanent Account Number (PAN)	
8	Name & Designation of the contact person to whom all references shall be made regarding this RFP	
9	Telephone No. (with STD Code)	
10	Email and Mobile no. of the contact person:	
11	Website	
12	Experience in providing services similar to the requirements described in this document (Nature of work and No. of years) (MOUs/Work orders to be attached)	
13	Total No. of Students Trained in last two (2) years in the proposed course (for each course)	
14	Total number of Training Centers currently operating/ operated before Covid-19 in the Country	

Please provide basic information on the training/ education assignments done for Government Organizations in the last 5 Financial Years by the bidder-

Sl. No.	Name of the assignment	Duration of the assignment	Name of the Client	Type of Client (Govt./ Semi-Govt./ PSU/ Private)	Contract Amount (Rs.)	Deliverables	Date of completion of the assignment as per contract	Actual date of completion of the assignment	Reason for delay, if any
1.									
2.									
3.									
4.									
5.									

Form TECH-3 (for Full Technical Proposal)

Form TECH-3: Should have all key Documents as mentioned in the RFP for the organisation to proof it's a registered entity and has achieved business value as asked for in this RFP

Please attach following documents also with the application:

- a) Self-attested copies of Annual Reports of the organization for the last three financial years i.e., 2018-19, 2019-20 & 2020-21 along with Audited Financial Statements (Balance Sheet & P/L Account etc)
- b) Copy of PAN Card copy of the partners
- c) Copy of GST Registration Certificate.
- d) Registration Certificate/Certificate of incorporation
- e) Certificate of commencement of Business issued by the Registrar of Companies
- f) Memorandum and Articles of Association.

I hereby declare that all the information and statements made in this RFP are true and accept that any of our misrepresentations contained in it may lead to our disqualification. I hereby further declare that our company has not been debarred/ blacklisted by any Government/ Semi Government/ Government owned Agency including Quasi-Government Sector Organization.

I certify that I am the competent authority in my company authorized to make this declaration.

Yours sincerely,

Authorized Signatory [In full and initials]:

Name and Title of Signatory:

Company/ Organization Seal

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 Slab based Pricing

FIN-3 Annual Turnover statement

Form FIN-1
FINANCIAL PROPOSAL SUBMISSION FORM

{Location, Date}

To:

Director of Employment cum CEO,
Odisha Skill Development Authority, OSDA
Niyojan Bhawan, Unit- III,
Bhubaneswar, 751001, Odisha

Dear Sir,

We, the undersigned, offer to provide the ERP Training services and are hereby applying **for Empanelment of Agency for Imparting of Digital Skilling in Technical Institutes in Odisha for ERP Training** in accordance with your RFP vide XXXX Dated. DD.MM.YYYY our Technical Proposal.

Our attached Financial Proposal is for {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 Slab Based Pricing

NB: Evaluation shall be made excluding Tax

Quotes submitted towards providing complete solutions to **Odisha Skill Development Authority OSDA**, in accordance with the scope of work and terms & conditions mentioned above

<u>Student Slab</u>	<u>Price/student in INR excluding GST per module</u>
<u>Less Than 200</u>	
<u>201-500</u>	
<u>501-750</u>	
<u>751-1000</u>	
<u>1001-1250</u>	
<u>1251-1500</u>	
<u>1501-1750</u>	
<u>1751-2000</u>	
<u>2001-2250</u>	
<u>2251-2500</u>	
<u>2501-2750</u>	
<u>2751-3000</u>	
<u>3001-3250</u>	
<u>3251-3500</u>	
<u>3501-3750</u>	
<u>3751-4000</u>	
<u>4001-4250</u>	
<u>4251-4500</u>	
<u>4501-4750</u>	
<u>4751-5000</u>	
<u>Above 5000</u>	

The above-mentioned price should be inclusive of OEM approved Global Certification Examination as well.

Form FIN-3

Annual Turnover Statement

I hereby certify that M/s. _____ (Name & address) is having the following annual turnover and the statement is true and correct

Sl. No.	Financial Year	Turnover
1.	2020-21	Rs. (Rupees _____) only
2.	2021-22	Rs. (Rupees _____) only
3.	2022-23 (Provisional)	Rs. (Rupees _____) only

Signature of the Applicant:

Date:

Signature of the Chartered Accountant:

Membership No.:

Seal:

Section 5. Terms of Reference

1. Background

Odisha Skill Development Authority (OSDA), an apex body of Govt of Odisha, since its formation is working relentlessly towards Government of Odisha's highest priority i.e. skill development in the State. Odisha Skill Development Authority (OSDA)'s, primary objective is to guide, implement, coordinate, and oversee all skill development programs in the state. OSDA also ensures quality skill training standards and sustained employability of trained youth, with an objective to provide outstanding skilled workforce comparable to the best in the world. OSDA has been implementing some of the flagship schemes like PMKVY, Chief Minister Employment Generation Scheme (CMEGP) and Placement Linked Training Program (PLTP). Apart from the primary objective of imparting quality skill education to the youth, it has been endeavored by the Authority to also provide better job opportunities to the youth.

Today in this disruptive world technology is deep rooted in everything that we do. The pace at which technology is evolving is extremely fast. For example, what in yesteryears technology used to evolve in a decade is now seen to evolve in less than a year. Keeping that in the mind our institutes like ITI, Polytech, Engineering Colleges, Graduation etc needs to quickly adopt to Industry 4.0 framework so that our Skilled-in-Odisha professionals are made Ready-to-Deploy in the industry.

Keeping all these in mind, OSDA is working out on a plan called DIGITALL (an inclusive program to impart Digital Skilling to Skilled-in-Odisha professionals) This drive will enable Industry, Institutes, Students & Society to work around the conventional way of Learning and adopting Technology to face the Digital Disruption to deliver value across the stakeholders. One of the areas under Digital Skilling is Enterprise Resource Planning (ERP) platforms which has a high demand in many organizations including Government offices. It is observed that ERP is a subject that is part of course curriculum in the institutes. ERP organizations have millions of customers who run their business on solutions provided by these ERP organizations across the world. These organizations are serviced by thousands of SI partners that include big players of the IT industry housing thousands of ERP consultants who help in servicing their broad client base spread globally. ERP organizations since their inception have continuously

been evolving their product line and is also in line with industry 4.0 framework which means ERP trained/ certified professionals or consultants will always be in demand in future as well. In first year OSDA had successfully launched digital skilling in SAP ERP for students of Govt Engineering and Management colleges in a pilot mode. Based on the success of pilot program OSDA envisages to extend the similar digital skilling programs for different ERP platforms that are relevant in the job markets for the fresh graduates of Odisha. OSDA is further willing to extend this partnership to various Private Institutes/Universities to take benefit of this program at their own expenditure and leveraging this partnership between OSDA and the selected empaneled partner.

It may be noted that to bring accountability of the stakeholders in this program including the students a nominal contribution may be considered by Department to bring serious participants in the program.

2. Scope of the Project

The Agency shall be responsible for –

- Providing ERP Education OEM approved licenses for the students of Government Polytechnic Institutes, Government MBA Institutes, Government MCA Institutes and Government Engineering colleges in Odisha for training in ERP
- Empaneled partner is expected to deeply engage with registered institutes for the DIGITALL program from familiarizing the skills to potential career opportunities.
- Impart Digital Skilling in ERP in the following domains as mentioned in course directory of OEM for the topics as mentioned below and as suited to domains to whom these courses are to be imparted i.e; Engineering, MBA, MCA & Polytechnic
 - Sales / Distribution/ Marketing
 - Materials/ Procurement Management
 - Financial/ Cost Accounting
 - Human Resource
 - Technical module/s for Business Application programming for ERP
- Engage OEM Global certified trainer/s of high-quality having industry and academia experience for Training of Trainers (ToT) and specialized sessions for participating

students.

- Facilitate student and teachers' exposure to various OEM conferences including the user conferences.
- Also explore the possibilities of giving hands on experience through hackathons/ideations to enhance the student experience which may potentially lead to employment opportunities.
- Facilitate standard ERP courses and provide course duration details of at least 150-200 hours as specified by OEM
- Design, develop, and implement Continuous Progressive Assessments (CPAs), with one assessment after every 50 hours of learning
- Prepare students for Global certification examination through simulated mock tests and mentoring sessions from OEM certified trainers.
- Provide digital Joint Course Completion Certificate to successful students, enabling them to pursue Global Certification by the OEM
- The agency will fix the fee structure for each course offered and submit to OSDA
- OSDA commits to provide ready-to-use Infrastructure and expects the industry partner to provide the complete model (course structure, offerings, execution methodology, self-sustainability model etc) for holistic advance skill development of the said students.