



ବିଜ୍ଞାପିତ ଅଞ୍ଚଳ ପରିଷଦ, ଦଶପଲ୍ଲା

OFFICE OF THE NOTIFIED AREA COUNCIL, DASPALLA

Govt. of Odisha (H&U. D dept.) DASPALLA (ODISHA) PIN-752084
Phone No- 06757-220005, (O) e-mail: nacdaspalla@gmail.com



Letter No. 460

Date: 6.2.26

EXPRESSION OF INTERST

Subject: Selection of Consultants for Preparation of DPR for various Infrastructure development and Beautification work

The Executive Officer, Daspalla NAC invites sealed Expression of Interest (EOI) from there expert consultants/ agencies/ Company to submit technical proposal for Preparation of DPR for Development of following items.

1. Narayan Ganja Hat
2. Construction of Market Complex integrated with a Gym Centre Library .
3. Development of smart Park
4. Completion of incomplete Gandhi Maidan Stage with Truss Roofing Structure.

The details of EOI will be available at Daspalla NAC website <https://daspallanac.in> & Nayagarh District Website <https://nayagarh.odisha.gov.in> . The bidder should download the EOI and submit the same along with the required documents to reach the undersigned in scheduled date and time by Register Post/Speed Post .

Scope of Work: -

1. Preparation & submission of DPR.
2. Preparation of detailed architectural working drawings for execution.
3. Preparation of detailed structural design and drawing for actual execution.
4. Preparation of estimates (Including bill of quantities & specifications)
5. Preparation of layouts.
6. Vetting of structural designing and estimate from a design expert of a Govt organization.
7. Soil Testing of project sites.
8. Submission of Preliminary drawings and estimate for approval of the authority before submission of DPR

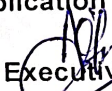
An amount of **Rs. 10,000/- (Rupees Ten Thousand) only (non- refundable)** towards cost of EOI documents shall have to be deposited in the shape of "Demand Draft / T.D.R" drawn on any Nationalized Bank Payable in favour of The Executive Officer, NAC Daspalla. The sealed EOI must be submitted from Dt.12.02.2026 to Dt 25.02.2026 Up to 5.00 P.M.

A **Pre bid conference** will be held on 17.02.2026 at 11:00 A.M in the chamber of The Executive Officer, Daspalla NAC, Daspalla, Nayagarh. The same will be opened on 26.02.2026 at 11. A.M if possible, in the presence of those bidders who choose to attend. The financial bid open will be intimate later. The Consultant(s) shall bear for any cost they may incur for site visit, transport, faxes, postage and telephones etc. in the process of submission of proposal. The Daspalla NAC, reserves the rights at its absolute discretion to accept or reject any of the EOI without assigning any reason /reasons. Should they require any further information they may contact the Executive Officer, Daspalla NAC.

Executive Officer 6/2/26
Notified Area Council, Daspalla

Memo No. 461 Date. 6.2.26

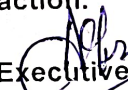
Copy Submitted to the Deputy Secretary to Govt. ,(ADV) Information and Public Relation (I & PR) Department, Odisha, Bhubaneswar for publication in two Daily Odia Newspaper for kind publication.


Executive Officer

Notified Area Council, Daspalla

Memo No. 462 Date. 6.2.26

Copy submitted to the Director of Municipal Administration and Ex-Officio Additional Secretary to Government, Housing and Urban Development Department, Odisha, Bhubaneswar for favour of kind information and necessary action.


Executive Officer,

Notified Area Council, Daspalla

Memo No. 463 Date. 6.2.26

Copy submitted to the Additional Chief Engineer PH Circle, Bhubaneswar-cum-ILW for information and necessary action.


Executive Officer

Notified Area Council, Daspalla

Memo No. 464 Date. 6.2.26

Copy Submitted to the District Magistrate and Collector, Nayagarah/ Additional District Magistrate, Nayagarh /Project Director DUDA, Nayagarah/ Tahasildar, Daspalla / Block Development Officer, Daspalla for information with a request to exhibit the same in their office notice board for wide publication.


Executive Officer

Notified Area Council, Daspalla

Memo No. 465 Date. 6.2.26

Copy forwarded to the District e-Governance Manager, Nayagarh and requesting herewith for hosting in Nayagarh District Website <https://nayagarh.odisha.gov.in>


Executive Officer,

Notified Area Council, Daspalla

Memo No. 466 Date. 6.2.26

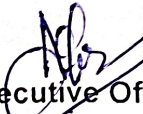
Copy to the Chairperson/Vice-Chairman/ all Councilors,Daspalla NAC/ Office Notice Board/ Municipal Engineer/Asst. Engineer /D.A Development for information and necessary action.


Executive Officer,

Notified Area Council, Daspalla

Memo No. 467 Date. 6.2.26

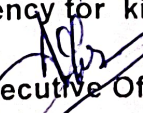
Copy submitted to Hon'ble, MP, Kandhamal Parliamentary Constituency for kind information.


Executive Officer,

Notified Area Council, Daspalla

Memo No. 468 Date. 6.2.26

Copy submitted to Hon'ble, MLA, Daspalla Assembly Constituency for kind information.


Executive Officer,

Notified Area Council, Daspalla

**Expression of Interest (EOI)
for
Selection of Consultants for Preparation of DPR for
Various Infrastructure development and
Beautification work.**

**Detailed EOI Notice, Instructions to Bidders &
Detailed Scope of Work**

Terms of Reference (TOR)
FOR

Selection of Consultants for Preparation of DPR for Infrastructure
development and Beautification work.

-2025

SECTION1: INSTRUCTION TO BIDDERS

Section1: Instructions to Bidders

The objective of this Terms of Reference is for Preparation of DPR for various infrastructure development and beautification work.

1. Eligibility criteria of Consultant for Bidding: -

The '**Consultant**' shall mean the individual firm incorporated or not, proprietorship, partnership, private limited or public limited firms. The company should have the following thresholds to be **eligible** for bidding and issuance of Bid Documents: -

- I. The Consultant should have existence for last three years as consultant/ executants to the State/ Central Government/ PSU's/ULB's/ Private Companies incorporated under Companies Act.
- II. The consultant must have previous experience in preparation of DPR and execution of at least three Projects under the State/ Central Government Funded Scheme/PSU's/ ULB's. /Limited or Companies.
- III. Details of Organization setup– Proprietorship, Partnership, Private Limited or Public Limited viz-a-viz. **Registration Certificate**.
- IV. Details of similar or other civil engineering works at hand at present and value of works.
- V. Average turnover of bidders must be above 1.00 Cr. Over last three consecutive financial year.
- VI. The applying consultants must have executed projects of at least Rs.30 lakh in the preceding financial year.
- VII. The consultants should have owned original CADD software.

2. Submission of Proposal

Proposal will be submitted in 3(three) separate envelopes, marked as Envelopes 1" and Envelopes 2". The Contents of these envelopes will be under:

Envelope 1:

- (i) Rs.10,000/- (Rupees Ten thousand) only towards (the non-refundable cost of the EOI documents) in the form of DD or TDR drawn on any Nationalized Bank only, payable in favour of The Executive Officer, Daspalla NAC.

Envelope-2:

- (i) Original Bid documents along with supported documents.

Envelope-3:

Financial Proposal

All the above 2 (two) envelopes of the proposal shall be placed in one **Sealed Packet**. The envelopes shall be clearly marked with project title.

In addition, all the envelopes including the outer sealed packet must be addressed as below: -

EOI NO. DUE ON:

Envelope No.:

(Do not open before Due Date)

To,

The Executive Officer,

Daspalla NAC, Daspalla-752084

From:(Name & address of Consultant)

The Bid/E.O.I. can be submitted at following place:

To,
The Executive Officer,
Daspalla NAC, Daspalla-752084

- a) The consultant should have at least one member who has the experience of planning, execution and supervision for similar or other civil engineering projects.
- b) The proposal should be submitted by affirm individually/ Consortium/ Joint Venture.

3. Language of Proposals:

All information in the Proposals shall be in English. Information in any other language shall be accompanied by its translation in English. Failure to comply with this may disqualify the Proposal. In the event of any discrepancy in meaning, the English Language copy of all documents shall prevail.

4. Local Conditions:

It will be imperative on each bidder to fully acquaint themselves with all local conditions and factors, which may have any effect on the execution of services covered under this document. It must be understood and agreed that all the factors/ issues have been inquired and considered while submitting the proposals. No claim for reimbursement will be entertained by "Daspalla NAC ". Please note that the cost of preparing the proposal, presentation and of negotiating the contract including site visits etc. will not be reimbursable by the Daspalla NAC.

5. Price Proposals:

The Bidders are required to quote their fees as per prescribed form.

6. Duties and Taxes

All duties, taxes and other levies as applicable on date of submission of Tender shall be payable by the Bidders as per applicability.

7. Validity:

The proposal shall be kept valid for a period of **one year** from the stipulated last date for receipt of proposals as mentioned hereafter.

8. Staff strength of organization and Key personnel.

Qualifications & Experience of Key Experts

Sr. No.	Key Expert	Qualification	Experience
1	Structural Engineer	Minimum Engineering Graduate	At least with 5 years of experience in Similar type of work (Certificate may be produced from the Respective Client's)

9. Award of Contract:

Notification on empanelment of the Consultants will be made in writing to the qualified bidder(s) by Daspalla NAC. Three agencies quoting the last three rates will be empaneled. On selection of eligible consultants in case of less than three the authorities will be decided appropriately. However, the L1 rate will be offer and the agencies nominated for offer have

to deposit an amount of 5% of the contract value as a performance security deposit. Assignment will be offered to the empaneled agencies having at the numbers and volume of work in order of L1, L2 and L3. In eventual circumstance for speed of the work order may be circulated.

10. EOI document:

Please note that the Terms of Reference (ToR) documents shall be sent by Registered post/ Speed post within the time frame. No offer will be accepted after the last date & time of submission.

11. E.O.I Document Price:

An amount of Rs 10,000/- towards cost of Tender documents, shall have to been closed in the form of Demand Draft or TDR if download from the official website of the NAC Daspalla or the tender document can purchase from the office of the NAC Daspalla.

Check list for Submission:

Checklist for submission of offer is given for the guidance of the bidders the proposal should be checked with reference to this list be for its submission.

Envelope1. Letter of Proposal submission (FORM1) in on copy along with

1. Cost of E.O.I. document (non-refundable), in the shape of Demand Draft or TDR of Rs.10,000/- from any Nationalized Bank, Payable to “Executive Officer Daspalla NAC” payable at Daspalla.
2. Details of Organization set up – State whether Proprietorship, Partnership, Private Limited or Public Limited viz-a-viz. **Registration Certificate.**
3. List of documents fulfilling eligibility criteria.
4. Details of similar work on hand at present and value of works.
5. Staff strength of organization and key personnel.
6. GSTN, PAN and audited balance sheet of last three consecutive financial year.

Notes: Mo undertaking will be admissible.

Envelope2.

1. Original bid document
2. Financial Proposal (in one hard copy)

12.3 Envelope-3- Should contain sealed **Envelope-1& Envelop-2**

13. Conditional Bids will not be accepted and Daspalla NAC, Daspalla reserves the rights to modify/split the work to more than one applicant and accept or reject any or all the proposals at its sole discretion.

14. Periodic Inspection:-

It would be necessary for the consultants to make site visits during actual execution to monitor the works from time to time. As such, periodic inspection shall have to be made by the consultants as requisitioned by the Client. The consultants may, therefore, indicate the travel expenses, daily allowances including boarding & lodging etc. in original for carrying out such periodic inspections by the senior as well as by other professionals of the firm.

15. Advisory Services: -

The consultants shall be required to provide necessary clarification & elucidation of structural design/ drawing finishing by the during execution phase for 24 (twenty-four) months from the date of acceptance of offer. Any modification of structural design, if required during this period as per actual site condition, shall have to be carried out and nothing extra will be paid for such services.

16. Time:

The entire consultancy services shall have to be completed **within 45(forty-five) days'** time. The consultant is required to submit work programmed activity wise in the form of bar chart.

Commencement of Services: -

The commencement of services shall be reckoned from the 15th (fifteenth) day LOI to commence the work.

17. Monitoring Committee: -

Monitoring Committee may be constituted by the Client to monitor/control the entire consultancy services. The Consultant shall report to the monitoring committee as constituted every 15 (fifteen) days with the progress report & shall give necessary directions as required. The Monitoring Committee shall submit detailed report to the Executive Officer in every 15 (fifteen) days interval from the commencement of Services.

18. Abandonment of work by the Client:

The Client shall have the liberty to postpone or not to execute any work and the Consultant shall not be entitled to any compensation for non- execution of the work except the fees which are payable to the Consultant up to the stage of services completed by them.

SECTION 2

SCOPE OF WORK

The objective of this EOI is for selection of consultants for preparation of DPR for various infrastructure development and beautification work.

Scope of Work:-

1. Preparation & submission of DPR
2. Preparation of detailed architectural working drawing for execution.
3. Preparation of detailed structural design and drawing for actual execution.
4. Preparation of estimate (Including bill of quantities & specifications)
5. Preparation of Layouts.
6. Vetting of structural designing and estimate from a design expert of a Govt organization.
7. Soil Testing of project sites.

Submission of Preliminary drawings and estimate for approval of the authority before submission of DPR. All the submission should be conformed as per relevant code /codes and norms to approved guidelines of State / MOUD/ GOI.

The consultant shall prepared detailed estimates separately for all works such as Civil work, electrification, air conditioning and fire control, including dismantling with site disposal etc. The detailed estimates shall be supported by the details of measurements, bill of quantities and specifications.

- i) Odisha PWD specification shall generally be followed for civil works. Where Odisha specification is silent, CPWD specification may be followed. For items not covered either by Odisha PWD specification or CPWD specifications, detailed specification shall have to be formulated in conformity with the BIS code. The detailed estimate shall be prepared based on current TSR. For items not covered under PWD-SOR and CPWD-SOR, such items are to be analyzed as per current market rates.
- ii) Sufficient copies of complete DNIT (Detail Notice Inviting Tender) shall have to be made available for issuance to intending contractors.
 - i. **Preparation of detailed architectural working drawing for execution:-**

The consultant shall be required to prepare detailed architectural drawing indicating plans at each floor level, adequate cross sections and elevations on all sides, detailed specification, etc. on getting approval of the preliminary estimate from the Daspalla NAC authority. The detailed architectural drawing shall provide all necessary architectural details for actual executions of the work at site. Any modifications of detailed architectural drawing considered necessary by the client shall be carried by the consultant without any extra claim of any kind during final design.

SECTION-3: GENERAL CONDITIONS OF CONTRACT

GENERAL CONDITINS OF CONTRACT

PART-I

INTERPRETATIONS AD DEFINITIONS

1. Singular and Plural where the context's or enquires, words importing the singular shall al some the plural and vice versa.
2. Gender words imparting the masculine gender shall also include the feminine gender.

The **Executive Officer** shall mean the Executive Officer of the Daspalla NAC, Daspalla, for the time being holding that office and also his successor and shall include any officer authorized by him.

The **'Engineer'** shall mean the Municipal Engineer of the Daspalla NAC to carry out the functions of the Engineer.

The **'Contract'** shall mean the tender and acceptance thereof and the form agreement if any ,executed between the Consultant, and the NAC together with the documents referred to there in including these conditions and appendices and any special conditions, specifications, designs, drawings, price schedules, bills of quantities and schedule of rates etc. All these documents taken together shall be deemed to form one Contract and shall be complementary to one another.

The **'Consultant'** shall mean the individual firm incorporated or not, proprietorship, partnership, private limited or public limited firms under taking the Works and shall include legal representatives of such individual or persons composing such firms or unincorporated companies or successors of such firms or companies or their associate firms or as the case may be and permitted assigns of such individual or firm or company.

'Contract charges' means the amount named in the letter of acceptance calculated as per the rates approved in terms of percentage of the total project cost approved by Tender Committee of Dasplla NAC, Daspalla from time to time.

'Excepted risks' are risks due to riots (otherwise than among Consultants' employees) and civil commotion (in so far as both these are Uninsurable), war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, any act of government, damage from aircraft, acts of god, such as earth quake, lightning and unprecedented floods and other causes over which the Consultant has no control and accepted as such by The Executive Officer, Daspalla NAC, Daspalla.

The **'Site'** means the land and other places in which the works or temporary works are to be executed and any other land and places provided by the NAC for working space or any other purpose as my be specifically designated in the contract as forming part of the site.

'Urgent Works' shall mean any measures which in the opinion of the Engineer become necessary during the progress or the work to obviate any risk of accident or failure or which become necessary for security.

The **'Works'** shall mean the tasks to be executed in accordance with the contract or part(s) there of as the case may be and shall include all extra or additional, altered or substituted Works as required for performance of the contract.

'Temporary Works' shall mean all temporary task safe very kind required in or about execution, completion or maintenance of the Work.

'Drawing' shall mean the drawings referred to in the specification and any modification of such drawings approved in writing by the Engineer and such drawings as may from time to time be furnished or approved in writing by the Engineer

'Approved' shall mean approved in writing including subsequent confirmation of previous verbal approval and "Approval" shall mean approval in writing including as aforesaid.

'Specification' means the specification referred to in the tender and any modification there of or addition or deduction there to as may be the case, from time to time be furnished or approved in Writing by the Engineer.

'Letter of Acceptance' means the formal acceptance by the Daspalla NAC, Daspalla.

'Commencement Date' means the date upon which the Consultant receives the notice to commence the work issued by the Engineer.

'Time for Completion' means the time for completing the execution of and passing the Tests on Completion of the Works or any Section or part there of as stated in the Contract.

PART- II

INSTRUCTION TO CONSULTANTS

3. Scope of Work:-

The Work to be carried out under the Contract shall, except as otherwise provided in these conditions. Detailed scope of work would be enumerated in detail along with letter of award of work.

4. Corrupt of Fraudulent Practices :-

The Daspalla NAC, Daspalla requires that the bidders/ Consultants under this EOI observe the highest standards of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Daspalla NAC, Daspalla defines for the purpose of this provision, the terms set forth as follows:

- a) **Corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the procurement process or in contract execution
- b) **"Fraudulent practice"** means a misrepresentation off act sin order to in fluence a procurement process or an execution of a contract to the detriment of the Daspalla NAC, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid price sat artificial noncompetitive levels and to deprive the NAC of the benefits of the free and open competition.

The Daspalla NAC will reject a proposal for award if it determines that the Bidder recommended for award has engaged incorrupt or fraudulent practices in competing for the contract in question.

5. Intimation to Successful Bidders:-

The acceptance of E.O.I. may be communicated to the Successful Bidder in writing or otherwise either by the bid opening authority or any authorized person in the Daspalla NAC, Daspalla.

6. Contract Documents:-

The Consultant shall be furnished, free of charge, 1(one) certified true copy of the Contract documents.

7. Details to be Confidential:-

The Consultant shall treat the details of the Contract as private and confidential; save in so far as may be necessary for the purposes thereof and shall not publish or disclose the same or any particulars thereof in any trade or technical paper or elsewhere without the previous consent in writing of the Engineer. If any dispute arises as to the necessity of any publication or disclosure for the purpose of the contract the same shall be referred to the NAC whose decision shall be final.

8. Official Secrecy: -

The Consultant shall, whenever required, take necessary steps to ensure that all persons employed on any Work in connection with this Contract have noticed that the India official Secrets Act 1923 (XIX of 1923) applies to them and shall continue to apply even after execution of such Work under the Contract.

9. Assignment: -

The Consultant shall not assign transfer or attempt to assign. Transfer the Contractor any part thereof or any benefit or interest therein or there under otherwise than by a charge in favour of the Consultant's bankers of any Money due or to become due under this contract, without the prior written Approval of the Executive Officer, Daspalla NAC.

10. Sub-Letting: -

The Consultant shall not sub-let or attempt to sub-let the whole of the Works. Except where otherwise provided by the Contract, the Consultant can sub-let some part of the Works to specialized sub consultants with the prior written approval of the Engineer, which shall not be unreasonably withheld and such approval, if given, shall not relieve the Consultant from any liability or obligation under defaults and neglects of any sub- Consultant, his agents, servants or Workman as if they were the acts, default **so neglects** of the Consultant, his agents, servants or Workmen Provided always that the engagement of labour. The Consultant shall be responsible for observance by his sub-Consultants of the foregoing provisions.

11. Consultants Staff: -

The Consultant shall employ in and about the execution of Works only such persons as are skilled and are experienced in their respective skills and the Engineer shall be at liberty to object to and require the Consultant to remove from the Works any person, employed by the Consultant in or about the execution of the Works, who in the opinion of the Engineer misconducts **himself origin competent or negligent** in the proper performance of his duties and such person shall not be again employed upon the Works without permission of the Engineer. Such persons shall be penalized and further procedures shall be followed as per the instructions of the ULB.

12. Personnel:-

The Consultant shall employ the key personnel named in the schedule of key personnel or other personnel approved by the Engineer to carry out the functions. The Engineer will approve any proposed replacement of key personnel only if their qualifications, abilities and relevant experience are substantially equal to or better than those of the personnel listed in the schedule.

13. Use of B.I.S Specifications:-

In case where no particular specification is given for any article to be used under the contract, the relevant specification, where one B.I.S. exists, of the Bureau of Indian Standards shall apply.

14. Rate/Rates :-

The rate/rates must be quoted in decimal coinage. Amount must be quoted in full rupees ignoring fifty paisa & considering more than fifty paisa as rupee one.

15. Clause to overcome the Tied E.O.I:-

In case the lowest EOI rate of two or more contractors is same, such lowest contractors will be asked to submit sealed revised offer quoting fresh rate in the form of the original submission, but the revised quoted percentage rate should not be higher than the percentage quoted at the time of submission of original EOI. If the revised offer quoted rate is more than their respective original rate quoted already at the time of submission of EOI, then such revised offer shall be treated invalid. The lowest EOI shall be decided on the basis of revised offers. In case any of such contractors refuses to submit revised offer, then it shall be treated as withdrawal of his EOI before acceptance and 50% of refundable money shall be forfeited. In case all the lowest contractors those have quoted same tendered amount, refuse to submit revised offers, then tenders are to be recalled after forfeiting 50% of Refundable Amount of each contractor. If the revised quoted rate of two more contractors is again found to be equal, the lowest tender, among such contractors, shall be decided by draw of lots in presence of Chairman, Daspalla NAC, Executive Officer, Daspalla NAC, Municipal Engineer, Daspalla NAC, & the lowest contractors those have Quoted equal Rate of their E.O.I..

Contractor(s), whose Refundable Amount is forfeited because of non-submission of revised offer, shall not be allowed to participate in there- tendering process of the work.

PART – III

TIME SCHEDULE AND DELAYS

16. Commencement Time:-

The time allowed for projects as specified in the contract documents shall be the essence of the contract. The execution of the Works shall commence from the date specified by the Engineer in writing. "If the Consultant fails or neglects to commence the execution of the Works as aforesaid, the Daspalla NAC shall without prejudice to any other right or remedy be at liberty to forfeit the security deposit absolutely.

For Survey: Depending upon the project type and time frame shall be mutually decided. Any other deviation shall be mentioned in the work order.

17. Suspension of Work:-

- a. The Consultant shall, on receipt of the order in writing of the Engineer, suspend the progress of the Works or any part thereof for such time and in such manner as the Engineer may consider necessary for any of the following reasons:
 - (i) On account of continued non-compliance of the instructions of the Engineer or any other default on the part of the consultant, or
 - (ii) For proper execution of the work or part thereof or reasons other than the default of the consultant, or
 - (iii) For safety of the work or part thereof. The consultant shall during such

suspension, properly protect and secure the work to the extent necessary and carry out the instructions given in that behalf by the Engineer.

18. VALIDITY

The proposal shall be kept valid for a period of one year (01) from the stipulated last date of receipt of proposals as mentioned hereafter.

19. TERMINATION OF CONTRACT

If the client, for any reasons whatsoever decides to terminate the contract, a written notice of termination to the consultant shall be given with a notice period of 15 days. Fees for the work done approved till the time of termination shall be made as mutually decided between client and the consultant. If the contract is terminated due to non-submission of reports within prescribed time schedule, inferior quality of reports, non-observance to instructions, violation of any condition of EOI, then the EMD of consultant will be forfeited.

20. SETTLEMENT OF DISPUTES:

Amicable Settlement: Performance of the contracts governed by the terms & conditions of the contract, in case of dispute arises between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party.

The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following their spouse of that party.

21. PENALTY CLAUSES:

- Failure on consultant part to submit various deliverable as per the time schedule will attract penalty **@0.5%per week** subjected to ceiling of 10% of the total fee. Amount would be deducted from running Bills
- If delayed beyond 10 weeks of the set timelines, the award of work may be rescinded

22. Additions & alterations:-

- i) The Client shall have the right to request in writing changes, additions, modifications or deletions in the design and drawing of any part of the work and to request in writing additional work in connection therewith and the Consultant shall comply with such request.
- ii) The Consultant shall not make any deviation, alteration or omission from the approved drawings without prior consent of the Client.

23. Submission of Drawings:-

All drawings, designs & other documents prepared by the consultant shall be cross checked by themselves before issuing to the Client. All the drawings & designs etc. shall bear the Signature of: -

- i) The person responsible for preparation.
- ii) The person responsible for crosschecking; and
- iii) The authorized representative of the consultant

24. Mode of payment :

- i) On submission of DPR @20%
- ii) After technical sanction from competent authority -@30%
- iii) After floating of e-procurement- @30%
- iv) During the period of supervision/completion - @20%

FORM 1: FORM FOR SUBMISSION OF PROPOSAL

**FORM 1
PROPOSAL SUBMISSION FORM
(on letter head of the Consultant Leader)**

Date _____

**To,
The Executive Officer
Daspalla NAC
Pin-752084**

Sub: Proposal for selection of consultants for Preparation of DPR for various infrastructure development and beautification work.

Ref: Tender Notice No.

Sir,

1. Having examined the completeness of tender documents, studied the term and conditions of contract stipulated in the Tender documents, we the undersigned of effort to submit our proposal for Selection of Consultants for Preparation of DPR for various infrastructure development and beautification work.
2. We undertake, if our proposal is accepted, to :
 - i) Enter into the contract agreement within 15days (Fifteen) if issue if letter if award.
3. Unless and until a form agreement is prepared and executed, this proposal together with your written acceptance there of shall constitute a binding contract between us.
4. We, **(Name of Company)** submit here with our Proposal for selection of our firm as Owners Consultant for the above- mentioned Project. The submission comprises of;
 - i) Envelope-1: Covering letter as per Form-1 along with;
 - a) Demand Draft /TDR No. _____ Dated _____ drawn on _____ Rs.10,000/- as Bid document/Bid processing fee.
 - ii) Envelope – 2:
 - a) Financial proposal.
 - b) Tender Document
 - iii) Envelop – 3: Sealed Envelope -2
5. The proposal is being submitted by (Name of the consultant) in accordance with the conditions stipulated in the EOI.
6. We have examined in detail and have understood the terms and conditions stipulated in the EOI Document issued by „ NAC Daspalla“. We agree and undertake to abide by all the seterms and conditions. Our Proposal is consistent with all the requirements of submission as stated in the EOI or any of the subsequent communications from „Daspalla NAC, Daspalla “. Our proposal contains no conditions.
7. The information submitted in our Proposal is complete, is strictly as per the requirements stipulated in the EOI document and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or o **missionsin** our proposal.
8. The Consultancy Firm of satisfies the legal requirements and meets all the eligibility criteria laid down in the E.O.I.
9. We as the Consultant, designate Mr. *(mention name, designation, contact address, phone no. fax no .etc.,)* as our Authorized Representative and Signatory who is authorized to perform all tasks including, but not limited to providing information, responding to enquires, entering into contractual commitments etc. on behalf of us in respect of the Assignment.
10. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely” PreventionofCorruptionAct1988”.
11. We certify that in preparation and submission of Technical and Financial information, we have not taken any action which is or which constitutes a corrupt or fraudulent practice as defined in the TENDER documents.

12. We agree to allow „Daspalla NAC“, at its option, to inspect and audit all accounts, documents, and records relating to the Consultant's Proposal and to the performance of the ensuing Consultant's Contract.
13. We understand that, the Daspalla NAC is not bound to accept any proposal that they may receive.
14. This offer is valid for a period of 180 days from the date of opening of the bid.

Yours Faithfully
For and on behalf of:
Enclosures: As Above

APPENDIX-1: FORMATS OF FINANCIAL PROPOSAL

FINANCIAL PROPOSAL

(On letter head of the Consultant)

(To be put in Envelope 2)

**To,
The Executive Officer,
Daspalla NAC**

Sub: Proposal for Empanelment of Consultants for Preparation of DPR for various infrastructure & beautification work

Ref:

Sir,

We M/s. _____ (Consultant/Bidder) here
with enclose Price Proposal for selection of my/ our form/ organization as Owner's Consultant
for Implementation of the above project.

(Authorized Representative of the Consultant)

Form 5

SCHEDULE OF SUMMARY PRICE PROPOSAL

SI No.	Description of Item	Fee (as Percentages of Project Cost)	
		In Words	In Figures
1	Preparation & Submission of DPR.		
2	Preparation of estimate (including bill of quantities & specifications), Preparation of layout		
3	Draft NIT for Floating tender		