



GOVERNMENT OF ODISHA, “e”-PROCUREMENT NOTICE  
OFFICE OF THE NOTIFIED AREA COUNCIL, DASPALLA

No.1457

Dt.25/06/2025

**REQUEST FOR PROPOSAL (RFP)**

**Bid Identification No. NAC-Daspalla/01/2025-26**

The Executive Officer, NAC, Daspalla, Dist–Nayagarh is inviting proposal from eligible Public Sector Undertakings/Autonomous Bodies/Consulting Firms in **online mode with double cover** for the work described in the RFP as detailed in the table below.

- |   |  |
|---|--|
| 1. Nature of Work                             | :- As per RFP  |
| 2. No of Work                                 | :- 01  |
| 3. Name of Work                               | :- Preparation of Comprehensive Drainage Master Plan and DPR for Storm Water Drainage System of Daspalla NAC |
| 4. Available of Bid Document in Website.      | :- From dt.01-07-2025 9.00 AM to dt.25-07-2025 5.00 PM   |
| 5. Date for Pre- Proposal Query               | :- Dt.08-07-2025 upto 5.00 PM  |
| 6. Date for Pre- Proposal Meeting             | :- Dt.09-07-2025 at 11.00 AM   |
| 7. Date of receiving of Hard copy of proposal | :- Dt.29-07-2025 upto 5.00 PM  |
| 8. Date and time of opening of Technical Bid  | :- Dt.30-07-2025 at 11.00 AM   |
| 9. Date and time of opening of Financial Bid  | :- Will be intimated later.  |

The Bidders have to participate through ONLINE bidding only. Further details can be seen from the Website: <https://tenderodisha.gov.in> . Any Addendum / Corrigendum / Cancellation of tender can also be seen in the said website.

Sd/-

**Executive Officer,  
NAC, Daspalla**

**Office of the Executive Officer,  
Daspalla NAC PIN – 752084**

**REQUEST FOR PROPOSAL (RFP)**

**For**

**Providing Consultancy Services for :**

**“Preparation of Comprehensive Drainage  
Master Plan and DPR for Storm Water  
Drainage System of Daspalla NAC, in  
the District of  
Nayagarh, Odisha.”**

**Bid Processing Fee (Non-Refundable): Rs.10,000/- (Rupees Ten Thousand Only)**

## **TABLE OF CONTENTS**

Sl. No.	Content	Page No.
1	Synopsis of the Proposed RFP	3
2	Data Sheet	4 – 5
3	Section: 1 - Letter of Invitation	6 – 7
4	Section: 2 - Information to the Bidder	8 – 19
5	Section: 3 - Terms of Reference (ToR)	20 – 31
6	Section: 4 -Technical Proposal Submission Forms	32 – 44
7	Section: 5 - Bid Submission Check List	45 – 47
8	Draft Standard Contract Format	48 – 68
9	Format of Integrity Pact	69 – 74
10	Procedure Under e-Tendering, Instructions to Applicants	75 – 79

## **Synopsis of the Proposed RFP**

This RFP is not an agreement and is neither an offer nor invitation by “**CLIENT**” to prospective Bidder(s). The purpose of this RFP is to provide interested bidder(s), with information that may be useful to them in preparing their proposal i.e. Eligibility / Technical Proposal, Documents and Financial Proposal (the “Bid”) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by “**CLIENT**” or their advisors in relation to the Project. *Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. It is intended to be used as a guide only and does not constitute advice, including without limitation, investment or any other type of advice.* This RFP may not be appropriate for all persons, and it is not possible for “**CLIENT**”, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party, who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. *Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP including annexures / attachments / amendments and obtain independent advice from appropriate sources.* “**CLIENT**” and its advisors assume that any person who reads or uses this document is capable of evaluating the merits and risks of any investment or other decision with respect to a financial / property transaction, operation, its suitability and its financial, taxation, accounting and legal implications without any reliance on this document.

This document may contain information prepared by third parties. Figures, calculations and other information contained in this document that has been provided to “**CLIENT**” by third parties have not been independently verified by the “**CLIENT**”. Any projections or analyses represent best estimates only and may be based on assumptions, which, while reasonable, may not be correct. Past performance of any property or market information, if any, described in this document is not a reliable indication of future performance of such property. Bidders should not rely on any information contained in this document as a statement or representation of fact and must make their own enquiries to verify and satisfy themselves of all aspects of such information, including without limitation, any income, fee / rentals, dimensions, areas, zoning and permits. While the information in this document has been prepared in good faith and with due care, no representations or warranties are made (express or implied) as to the accuracy, currency, completeness, suitability or otherwise of such information. “**CLIENT**”, its advisors, officers, employees, subcontractors and agents shall not be liable (except to the extent that liability under statute or by operation of law cannot be excluded) to any person for any loss, liability, damage or expense arising directly or indirectly from or connected in any way with any use of or reliance on such information.

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## DATA SHEET

Sl. No.	Particulars	Details
1.	Name of the Client	Executive Officer, Daspalla NAC, Daspalla -----
2.	Method of Selection & Proposal Validity	Quality & Cost Based Selection (QCBS)
3.	Date of Issue of RFP	Dt.01-07-2025
4.	Deadline for Submission of Pre-Proposal Query	Dt.08-07-2025
5.	Pre-proposal meeting	Dt.09-07-2025
6.	Issue of Pre-proposal Clarifications	Dt.11-07-2025
7.	Proposal Hard Copy Due Date	Dt.29-07-2025                      Time :5.00 PM
8.	Online Proposal Due Date	Dt.25-07-2025                      Time :5.00 PM
9.	Date of opening of Technical Proposal	Dt.30-07-2025                      Time :11.00 AM
10.	Date of opening of Financial Proposal	Will be intimated later
11.	Expected Date of commencement of Assignment	Will be intimated later
12.	Pre-proposal meeting	A pre-proposal meeting will be held on dt. 09-07-2025 at 11.00 AM in the Office of the Executive Officer, Daspalla NAC

		<p>All queries should be received on or before dt. --  <b>08-07-2025 at 5.00 PM</b>, in the Office of the  Executive Officer, Daspalla NAC  , on mail in PDF / MS Word / Excel format only. --</p> <p>Name, Address of the Nodal Officer :  Executive Officer, Daspalla NAC, Dist-  Nayagarh, 752084, Mail-  nacdaspalla@gmail.com</p>
13.	Bid Processing Fee (Non-Refundable)	Rs. 10,000/- (Rupees Ten Thousand) only Online Remittance through Payment Gateway provided under e-procurement portal, Govt. of Odisha.
14.	Earnest Money Deposit (EMD) (Refundable)	Rs. 50,000/- (for NAC) / Rs. 1,00,000/- (for Municipality), Online Remittance through Payment Gateway provided under e-procurement portal, Govt. of Odisha.
15.	Contact Person	Executive Officer, Daspalla NAC, Nayagarh District. ----- Phone : e.mail : nacdaspalla@gmail.com
16.	Address for Hard Copy Submission of Technical Proposal	----- Office of the Executive Officer, <b>Daspalla NAC, Nayagarh</b> District Mode of Submission: Speed Post / Registered Post (India post) / Courier, to the address as specified above during the office hour only as per schedule mentioned above.
17.	Place of Opening of Proposal	Office of the Executive Officer, Daspalla <b>NAC, Nayagarh</b> District

**SECTION – 1**  
**LETTER OF INVITATION**

Office of the Executive Officer,  
**Daspalla / NAC**  
**PIN-752084**

**RFP No.1457      Dt.25.06.2025**

**REQUEST FOR PROPOSAL (RFP)**

For

**Providing Consultancy Services for Preparation of Comprehensive Drainage Master Plan and DPR for Storm Water Drainage System of Daspalla NAC, in the District of Nayagarh, Odisha.**

1. Proposals are invited to conduct the assignment and submit the deliverables from Public Sector Undertakings / Autonomous Bodies / consulting firms that have requisite experience in preparation of drainage / pipeline / sewerage network plan and infrastructure DPR and to submit their RFP proposals (hard copy) in respect of the Project **“Providing Consultancy Services for preparation of Comprehensive Drainage Master Plan and DPR for Storm Water Drainage System of DaspallaNAC, in the District of Nayagarh, Odisha”**, in accordance with the formats, terms and conditions of the RFP and on the basis of National Competitive bidding for the work detailed in the table given below. More details on the proposed details are provided at **Section-3: Terms of Reference (ToR)** of this RFP Document. The firm is advised to examine carefully all instructions in the RFP Document.
2. The RFP will be available for download, at <https://tendersodisha.gov.in/> All Bidders must submit a sum of Rs.10,000/- (Rupees Ten thousand only) towards the cost of the RFP Document in the form of : Online Remittance / Demand Draft only, issued by any Nationalised or Scheduled Bank having branch at **Daspalla** . This is inclusive of GST and eligible amount as Bid Security by Online Remittance / in the form of Term Deposit Receipt (TDR) / Fixed Deposit / Postal Deposit, issued by any Nationalised or Scheduled Bank having branch at **Daspalla** , duly pledged in favour of **“Executive Officer, Daspalla NAC”** along with their Proposal as per the conditions outlined in this RFP.
3. A bidder / consultant will be selected under **Quality & Cost Based Selection (QCBS)** procedure as prescribed in the RFP Document in accordance with the procedures prescribed herewith circulated vide *Office Memorandum No.37323/F,Dated:30.11.2018* of Finance Department, Govt. of Odisha.

4. The proposal completes in all respect as specified in the RFP Document must be accompanied with the proof of remitting Bid Processing Fees & EMD failing which the bid will be rejected.
5. The complete RFP document can be viewed / downloaded from the portal at <https://tendersodisha.gov.in/> from dt. 01-07-2025 9.00 AM to dt 25-7-2025 5.00 AM.
6. The last date and time for submission of proposal complete in all respects is dt. 25-07-2025 at 5.00 PM, the date of Opening of the Technical Proposal is dt. 30-07-2025 at 11.00 AM in the presence of the bidder's representative at the specified address as mentioned in the Bidder Data Sheet (SI. No.15). Representatives of the bidders may attend the meeting with due authorization letter on behalf of the bidder.

This RFP includes following sections:

- a. Letter of Invitation [Section – 1]
- b. Information to the Bidder [Section – 2]
- c. Terms of Reference [Section – 3]
- d. Technical Proposal Submission Forms [Section – 4]
- e. Financial Proposal Submission Forms [Section – 5]
- f. Annexure [Bid Submission Checklist & Performance Bank Guarantee Format and any other relevant assignment related material needs to be provided]

While all information / data given in the RFP are reasonable within the consideration of scope of the proposed assignment to the best of the Client's knowledge, the Client holds no responsibility for accuracy of information and it is the responsibility of the bidder / consultant to check the validity of information / data included in this RFP. The Client reserves the right to accept / reject any / all proposals / cancel the entire selection process at any stage without assigning any reason thereof.

Interested bidders may download the Request for Proposal Documents (the "RFP" document) from the above website to see further details for participation in the online bidding.

**Name & Address of the Officer Inviting RFP :**

Name :Avinash Mohanty

Executive Officer, Daspalla NAC, Nayagarh District.

Phone - 0675296034

e.mail :nacdaspalla@gmail.com



## SECTION – 2

### INFORMATION TO THE BIDDER

#### Pre-Qualification Criteria:

1. Before opening and evaluation of the technical proposals, each bidder / consultant will be assessed based on the following pre-qualification criteria. The bidder / consultant is required to produce the copies of the required supportive documents / information as part of their technical proposal failing which the proposals will be rejected.

Sl.	Eligibility Criteria	Supportive Documents
a)	Bidder / Consultant <i>must be</i> a Company as registered under Indian Companies Act, 2013 or a Society registered under The Societies Registration Act, 1860 or a Trust registered under the Indian Trusts Act, 1882	Certificate of Incorporation / Service Tax Registration
b)	The bidder / Consultant should have been in the consulting business for more than <b>five years</b> from the date of Incorporation on the last date of submission of the proposal.	
c)	The bidder / consultant must have a registered office in Odisha.	Copy of Tenant Agreement / electricity bill / telephone bill / any other
d)	Joint Venture / Consortium / Members of the Group	Not Allowed.
e)	Bidder / Consultant must have experience in completion of at least Two DPRs for projects involving followings for each DPR : i. High-tech. Survey work (Drone with DGPS / Total Station with DGPS ) of Urban infrastructure. ii. For ULB having population more than 0.50 lakh (Census 2011). iii. DPR project cost to be more than Rs. 100 Crore (for NAC) / Rs. 200 Crore (for Municipality). iv. Project shall be for Urban Water Supply / Drainage Schemes / Sewerage Projects / Urban Infrastructure covering at least 20 km. of Road length and at least 10 km. of Drains / 100 km. WS or Sewerage Pipeline	Copies of Work Order / Contract Document / Completion Certificate from the previous Clients
d)	<i>The Bidder should have average financial turnover of <b>Rs. 10 Crore from consulting business only during the last 5 (Five) Financial Years.</b> The bidder should have positive net worth during the last 5 (Five) Financial Years.</i>	
e)	Bidder / Consultant shall furnish an affirmative statement as to the existence of any potential conflict of interest on the part of the bidder due to prior, current, or proposed agreements, engagements, or affiliations with	Self-Declaration from the Bidder / Lead consultant as per the format <b>(TECH - 6)</b>

## **EVALUATION PROCESS (Quality and Cost Based Selection – QCBS)**

TECHNICAL EVALUATION: Detailed evaluation process as per the following parameters will be adopted for evaluation of the technical proposals.

Sl. No.	Bid Evaluation Parameters Proposed	
01.	The bidder should have been in the consulting business for more than FIVE YEARS from the date of incorporation More than 5 years - 5 Marks More than 8 years - 10 Marks.	Maximum - 10 Marks
02.	Bidder / Consultant must have experience in completion of DPRs for Urban Water Supply / Drainage Schemes / Sewerage Projects / Urban Infrastructures etc. confirming to Pre-Qualification Criteria as defined in Section-2. (completion certificate is to be provided as supporting documents) Completion of DPR / Projects, as defined in Section-2 (e) - 4 Marks / Each DPR Maximum upto - 20 Marks	Maximum - 20 Marks
03.	The Bidder should have following equipment and software in the name of the Organisation. Drone Equipment for Survey - 5 marks. DGPS – 5 mark Software like StromCAD / CivilStorm / SewerGEMs / PCSWMM – 5 Marks.	Maximum - 15 Marks
04.	Qualifications and competency of the Key Professionals for the assignment. One Engineer with Master's Degree in Water Resources Engineering with minimum 10 years of experience – 5 marks. Two Engineer with Master's Degree in Public Health Engineering with minimum 10 years of experience – 10 Marks. One Survey Engineer with BE in Civil Engineering with minimum 10 years of experience – 5 Marks. One GIS Expert with minimum 10 years of experience in the field of GIS – 5 Marks.	Maximum - 25 Marks
05.	Work Plan and Approach and Methodology, available of appropriate technology system submitted along with proposal. i ) Understanding of ToR - 10 Marks. ii ) Work Plan - 10 Marks. iii ) Approach and Methodology - 10 Marks.	Maximum - 30 Marks

NOTE: The minimum technical scope (TS) required to pass is 70 marks. The bidders who secure above 70 marks from the total (100 marks) in the technical proposal will be called for financial evaluation.

#### FINANCIAL PROPOSAL EVALUATION:

The financial proposal (F) is the total cost as indicated in the price bid (P)

The financial score (FS) for each proposal shall be calculated using the following formula:

$$FS = 100 \times FM / F$$

Where: FS = Financial Score of the proposal under consideration  
FM = Lowest price among the financial proposals  
F = Price of the proposal under consideration.

#### Technical and Financial Weights

The technical proposal will be given a weight of T = 0.70

The financial proposal will be given a weight of P = 0.30

#### Combined Score

The combined score (S) for each proposal shall be calculated as follows:

$$S = (TS \times T) + (FS \times P)$$

Where:

TS = Technical score of the proposal under consideration.

T = Weight of the technical proposal - 0.70

FS = Financial score of the proposal under consideration

P = Weight of the financial proposal - 0.30

#### Final Ranking

Proposal shall be ranked according to their combined score (S). The proposal with the highest combined score shall be considered the best offer and liable for Acceptance.

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

The bidder / consultants have to furnish the following documents duly signed in along with their Technical Proposal:

- a) Filled in Bid Submission Check List in Original (**Annexure-I**)
- b) Covering letter (**TECH- 1**) on bidder's letterhead requesting to participate in the selection process.
- c) Bid Processing Fee & Earnest Money Deposit (EMD) as applicable
- d) Copy of Certificate of Incorporation / Registration
- e) Copy of PAN
- f) Copy of Goods and Services Tax Identification Number (GSTIN) Copy of the latest GST clearance certificate.
- g) Copies of IT Return for the last Three Assessment Years **2021-22, 2022-23 & 2023-24**.
- h) Copy of Proof of Address of Registered Office in Odisha.
- i) General Details of the Bidder (**TECH - 2**)
- j) Financial Details of the bidder (**TECH - 3**) along with all the supportive documents as applicable duly signed as per the instruction.
- k) Power of Attorney (**TECH - 4**) in favour of the person signing the bid on behalf of the bidder.

- l) List of completed assignments of similar nature (Past Experience Details, **TECH – 5**) along with copies of contracts / work orders / completion certificate from previous Clients.
- m) Undertaking for not having been black-listed by any Central / State Government / Any other autonomous bodies / International & National Organization in the recent past.
- n) Self-Declaration regarding Conflict of Interest (**TECH - 6**)

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

### **3. Bid Processing Fee :**

The bidder must furnish as part of technical proposal, the required bid processing fee amounting to Rs.10,000/- (Rupees Ten Thousand Only) Remitting as shown in the Data Sheet.

### **4. Earnest Money Deposit (EMD) :**

The bidder must furnish, as part of the technical proposal, an Earnest Money Deposit (EMD) amounting to Rs. 50,000/- (for NAC) / Rs.1,00,000/- (for Municipality), Remitting as shown in the Data Sheet.

The EMD of unsuccessful bidders shall be refunded after finalization of selection process and award of contract. The EMD of the successful bidder will be released only after furnishing of the required Performance Bank Guarantee (PBG) and signing of the contract. The EMD will be forfeited on account of the following reasons :

Bidder withdraws or modifies (not acceptable to Client) its proposal during the bid validity period as specified in RFP

Bidder does not respond to requests for clarification of its proposal.

Bidder fails to provide required information during the evaluation process or is found to be non-responsive or has submitted false information in support of its qualification.

If the bidder fails to :

- provide any clarifications to the Client
- agrees to the decisions of the contract negotiation meeting
- sign the contract within the prescribed time period
- furnish required Performance Bank Guarantee in time.

Any other circumstance which holds the interest of the Client during the overall selection process.

### **5. Validity of the Proposal:**

Proposals shall remain valid for a period of 120 (One Hundred Twenty Days) from the date of opening of the technical proposal. The Client reserves the rights to reject a

proposal valid for a shorter period as non-responsive and will make the best efforts to finalize the selection process and award of the contract within the bid validity period. The bid validity period may be extended on mutual consent.

**6. Pre -Proposal Queries / Pre-Proposal Meeting:**

Bidders are allowed to submit their queries in respect of the RFP and other details if any, to The Office of the Executive Officer, Daspalla NAC, Nayagarh District. PIN – 752084, email : [nacdaspalla@gmail.com](mailto:nacdaspalla@gmail.com) till dt. 08-07-2025.5.00 PM. Clarifications to the above will be uploaded in the Website / clarified through email to the respective bidders for the purpose of preparation of the proposal. Request for alternation / change in existing terms and conditions of the RFP will not be considered / entertained.

Pre-proposal meeting will be held on dt. 09-07-2025 at 11.00 AM at Office of the Executive Officer, Daspalla NAC, Nayagarh District, as shown in the Data Sheet. The bidders will have to ensure that their queries for pre-proposal meeting should reach two days before the date of pre- proposal meeting to the contact person (Nodal Officer).

**7. Preparation & Submission of Proposal :**

**7.1 Preparation of Proposal**

The Consulting Firm is requested to submit proposal online and hardcopy *through* speed post / Registered post (India post) as per the information provided in the datasheet in Two Parts strictly using the formats enclosed herewith (Refer Section: 2, 3, 4, 6 & 7 for Part-1 and refer Section:5 for Part-2) in 2 separate covers. The two parts shall be:

**Part 1: Fee / Pre-Qualification / Technical Proposal**

**Part 2: Financial Proposal.**

Bidder must submit **Hard Copy** of the Technical Proposals by Registered Post / Speed Post / Courier, to the specified address before stipulated date of opening the Technical Bid as mentioned in Bidder Data Sheet. The Client will not be responsible for postal delay / any consequence in receiving of the proposal.

**7.2 The procedure for submission of the proposal is described below :**

**i) Technical Proposal :**

The envelope containing Hard Copy of Technical Proposal (Section: 2, 3, 4, 6 &7) which is uploaded in electronic form in the web portal along with proof of Remittance of Bid Processing Fee and EMD shall be sealed and superscripted as “Technical Proposal -“ *Preparation of Comprehensive Drainage Master Plan and DPR for Storm Water Drainage System of Daspalla NAC, in the District of Nayagarh, Odisha*” and to be furnished inside one envelope. The duly filled-in technical proposal submission forms, along with all the supportive documents and information have to be furnished as part of technical proposal. The Technical Bid shall not include any financial information related to the Price Bid. ***Technical Bid containing financial information related to the Price Bid shall be declared non-responsive.***

**ii) Financial Proposal :**

The Consultant shall quote his rates on prescribed form of the Bill of Quantities (BoQ) provided in the RFP.

The rate offered shall remain fixed for the whole contract period or for the extended agreed period.

The financial proposal shall be inclusive all costs, direct or indirect, for successful delivery of the services defined in the ToR but exclusive of GST. Consultants shall express the price of their services in the Local currency (Indian Rupees).

iii) Proposal Submission :

The completed proposal must be submitted on or before the time and date stated in the Data Sheet.

**8. Opening of the Proposal :**

Opening of Proposals will be done as per the schedule date and time.

- i) The TECHNICAL PROPOSAL received as mentioned in Clause No. 7.2 ( i ) will be opened on **dt.30-07-2025 at 11.00 AM** in the initial stage by the Client in presence of the bidder's authorized representatives, who wish to remain present at the location, date and time specified in the Data Sheet.
- ii) The Client will constitute a Tender Evaluation Committee (CEC) to evaluate the proposals submitted by bidders. Only one representative with proper authorization letter from the participating bidder will be allowed to witness the bid opening.
- iii) For participating in the tender, the authorized signatory holding Power of Attorney shall be the Digital Signatory. In case the authorized signatory holding Power of Attorney and Digital Signatory are not the same, the bid shall be considered non-responsive.
- iv) The FINANCIAL PROPOSAL only of the **technically qualified bidders will be intimated** after completion of technical evaluation stage.

**9. Evaluation of Proposal:**

A Two stage evaluation process will be conducted as explained below for evaluation of the proposals:

**9.1 Technical Evaluation (Part-I) :**

Technical proposal will be opened and evaluation of the proposals will be done to determine whether the proposal comply to the prescribed eligibility condition and the requisite documents / information have been properly furnished by the bidder or not.

Submission of following documents / information will be verified :

Filled in Bid Submission Check List in Original (**Annexure-I**)

Covering letter (**TECH – 1**) on bidder's letterhead requesting to participate in the selection process.

Receipt of Bid Processing Fee & Earnest Money Deposit (EMD) as applicable.

Copy of Certificate of Incorporation / Registration.

Copy of PAN.

Copy of Goods and Services Tax Identification Number (GSTIN)

Copy of the latest GST Clearance Certificate.

Copies of IT Return for the last **3** assessment years

General Details of the Bidder (**TECH – 2**).

Financial Details of the bidder (**TECH – 3**) along with all the supportive documents as applicable duly signed and certified as per the instruction.

Power of Attorney (**TECH – 4**) in favour of the person signing the bid on behalf of the bidder.

List of completed assignments of similar nature (Past Experience Details, **TECH– 5**) along with copies of contracts / work orders / completion certificate from previous Clients.

Self-Declaration on Conflict of Interest (**TECH - 6**).

Undertaking for not having been black-listed by any Central / State Government / Any other Autonomous Bodies/ International & National Organization in the recent past.

Duly filled in Technical Proposal Forms **TECH - 7 to 10**.

All the pages of the proposal and enclosures/attachments are signed by the authorized representative of the bidder.

*\* Bids not complying to any of the above requirement, will be out rightly rejected at the discretion of the Client's Authority.*

#### 9.2 Financial Evaluation :

The financial proposals of the bidders qualifying the Technical Evaluation only shall be opened at this stage in the presence of the bidder's representative, who wishes to attend the meeting with proper authorization letter. The name of the bidder along with the quoted financial price will be announced during the meeting / online through e-procurement portal.

#### 10. Evaluation Process :

**In Quality and Cost Based Selection method**, minimum qualifying marks (normally 70 out of maximum 100 marks) as a benchmark for quality of the technical proposal will be prescribed and indicated in the RFP along with a scheme for allotting marks for various technical criteria / attributes. During evaluation quality score is assigned out of the maximum 100 marks to each of the responsive bids as per the scheme laid out in the RFP. Bidders who qualify with minimum 70 marks out of 100 in the Technical Evaluation will only be considered for Financial Bid opening.

Bids found valid will be evaluated by CLIENT to ascertain the best evaluated bid for project services as per relevant provisions of the RFP. The Bidder should take enough care to submit all the information sought by CLIENT in the desired formats with all required supporting documents. The bids are liable to be rejected if information is not provided in the desired formats. However, CLIENT reserves right to seek any clarification from any bidder if found necessary. Valid proposals fulfilling the eligibility criteria shall be evaluated using the criteria given below.

Technical evaluation of the eligible bid would be carried out applying the evaluation criteria specified.

The bid price will include all taxes as applicable and shall be in Indian Rupees. Prices quoted in the bid must be firm and final, and shall not be subject to any modifications on any account whatsoever. The Tender Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between partial amount and the total amount, or between word and figures the former will prevail. All required items must be priced accordingly in the financial bid.

For the purpose of evaluation, the total evaluated cost shall be inclusive of all taxes & duties for which the Client will make payment to the consultant including overhead expenses, such as travel, accommodation, logistics, training / workshop, preparation of reports / formats, printing & other secretarial expenses etc.

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

Within 7 days of notifying the acceptance of a proposal for award of contract, the qualified bidder shall have to furnish a Performance Bank Guarantee amounting to **10% of the Contract Value** from a scheduled commercial bank situated in Daspalla Town in favour of **“Executive Officer, Daspalla NAC”**, as per the format at **Annexure-II**, for a period of three months beyond the entire contract period (i.e. PBG must be valid from the date of effectiveness of the contract to a **period of 6 (Six) months** as its commitment to perform services under the contract. Failure to comply with the requirements shall constitute sufficient grounds for the forfeiture of the PBG. The PBG shall be released immediately after three months of expiry of contract provided there is no breach of contract on the part of the qualified bidder. No interest shall be paid on the PBG.

**12. Contract Negotiation :**

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

**13. Award of Contract :**

After completion of the contract negotiation stage, the Client will notify the successful bidder in writing by issuing an offer letter for signing the contract and promptly notifying all other bidders about the result of the selection process. The successful bidders will be asked to sign the contract after fulfilling all formalities within 15 days of issuance of the offer letter. After signing of the contract, no variation or modification of the terms of the contract shall be made except by written amendment signed by both the parties. The contract will be valid for **6 (Six) Months** from the date of effectiveness of the contract and will be extended on mutual consent.

**14. Conflict of Interest :**

Conflict of interest exists in the event of:

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

**15. Disclosure :**

- a. Bidders have an obligation to disclose any actual or potential conflict of interest. Failure to do so may lead to disqualification of the bidder or termination of its contract. Bidders must disclose if they are or have been the subject of any proceedings (such as blacklisting) or other arrangements relating to bankruptcy, insolvency or the financial standing of the Bidder, including but not limited to appointment of any officer such as a receiver in relation to the Bidder's personal or business matters or an arrangement with creditors, or of any other similar proceedings.



- b. Bidders must disclose if they have been convicted of, or are the subject of any proceedings relating to :
  - a criminal offence or other serious offence punishable under the law of the land, or where they have been found by any regulator or professional body to have committed professional misconduct;
  - corruption including the offer or receipt of an inducement of any kind in relation to obtaining any contract;
  - Failure to fulfil any obligations in any jurisdiction relating to the payment of taxes or social security contributions.

**16. Anti-corruption Measure :**

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

**17. Language of Proposals :**

The proposal and all related correspondence exchanged between the bidder and the Client shall be written in the **English** language. Supporting documents and printed literature that are part of the proposal may be in another language provided they are accompanied by an accurate translation of the relevant passages in English with self-certification for accuracy, in which case, for the purposes of interpretation of the Proposal, the translated version shall govern.

**18. Cost of bidding :**

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

**19. Legal Jurisdiction :**

All legal disputes are subject to the jurisdiction of civil court of Daspalla/Nayagarh, in the State of Odisha.

**20. Governing Law and Penalty Clause :**

The schedule given for delivery is to be strictly adhered to in view of the strict time schedule. Any unjustified and unacceptable delay in delivery shall render the bidder liable for liquidated damages and thereafter the Client holds the option for cancellation of the contract for pending activities and completes the same from any other agency. The Client may deduct such sum from any money from their hands due or become due to bidder. The payment or deduction of such sums shall not relieve the bidder from his obligations and liabilities under the contract. The rights and obligations of the Client and the bidder under this contract will be governed by the prevailing laws of Government of India / Government of Odisha. Failure on bidder's part to furnish the deliverables as per the agreed time line

will enforce a penalty @ 1% per week subject to maximum of 10% of the total contract value. The amount will be deducted from the subsequent payment. In addition, the PBG amount shall also be forfeited. The decision of the authority placing the contract, whether the delay in development has taken place on account of reasons attributed to the bidder shall be final.

**21. Confidentiality :**

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

**22. Amendment of the RFP Document :**

At any time before submission of proposals, the Client may amend the RFP by issuing an addendum through the website : <https://tendersodisha.gov.in/>. Any such addendum will be binding on all the bidders. To give bidders reasonable time in which to take an addendum into account in preparing their proposals, the Client may, at its discretion, extend the deadline for the submission of the proposals.

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

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

**24. Copyright, Patents and Other Proprietary Rights :**

The **Executive Officer, Daspalla NAC, PIN – 752084, Odisha**, shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights and trademarks, with regard to documents and other materials which bear a direct relation to or are prepared or collected in consequence or in the course of the execution of this contract. At the Client's request, the Consultant shall take all necessary steps to submit them to the Client in compliance with the requirements of the contract.

**25. Replacement of Key Personnel :**

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

allowable limit of the contract leads to **implication of liquidated damage of 10% of the contract value.**

**26. Force Majeure :**

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

**27. Settlement of Dispute :**

The Client and the agency shall make every effort to resolve amicably, by direct negotiation, any disagreement or dispute arising between them under or arising from or in connection with the contract. Disputes not so resolved amicably within 30 days of receipt of notice of such as a dispute shall be resolved by a sole arbitrator nominated by the **Executive Officer, Daspalla NAC, PIN – 752084**, Odisha. The arbitration proceeding shall be held at Daspalla, in the State of **Odisha**.

**28. Disqualification of Proposal :**

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

Proposal submitted without Bid Processing Fee & EMD as applicable;

Proposal not submitted in accordance with the procedure and formats as prescribed in the RFP;

During validity of the proposal, or its extended period, if any, the bidder increases his quoted prices;

Proposal is received in incomplete form;

Proposal is received after due date and time for submission of bid Proposal is not accompanied by all the requisite documents / information A commercial bid submitted with assumptions or conditions;

Bids with any conditional technical and financial offer;

If the bidder provides any assumptions in the financial proposal or qualifies the commercial proposal with its own conditions, such proposals will be rejected even if the commercial value of such proposals is the lowest / best value;

Proposal is not properly sealed or signed;

Proposal is not conforming to the requirement of the scope of the work of the assignment;

Bidder tries to influence the proposal evaluation process by unlawful/corrupt/fraudulent means at any point of time during the bid process;

If, any of the bid documents (including but not limited to the hard and soft/electronic copies of the same, presentations during evaluation, clarifications provided by the bidder), excluding the commercial bid, submitted by the bidder is found to contain any information on price, pricing policy, pricing mechanism or any information indicative of the commercial aspects of the bid;

Bidders or any person acting on its behalf indulges in corrupt and fraudulent practices;

Any other condition / situation which holds the paramount interest of the Client during the overall section process.

## SECTION : 3

### TERMS OF REFERENCE (ToR)

#### Introduction (Background)

##### 1. Purpose / Objectives of the Assignment :

###### GENERAL

The detailed description of the scope of services, deliverables and other requirements relating to this Consultancy are specified in this RFP. In case the Bidder firm possesses the requisite experience and capabilities required for undertaking the Consultancy, it may participate in the Selection Process.

The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP. Bidders are advised that the selection of Consultancy firm shall be on the basis of an evaluation by ULB Authority through the Selection Process specified in this RFP.

###### BACKGROUND

###### DISTRICT COLLECTORATE

Nayagarh district is located at 20.12°N 85.10°E and has an average elevation of 8 metres (26 ft). The climate of Nayagarh District is normal as per Indian standards. All the seasons arrive in the District at their usual time. The District's average rain fall is 1014.5 mm. The average maximum and minimum temperatures are 40° C and 10° C respectively. Overall, the climate of the district is neither hotter nor cooler. The summer season is from March to June when the climate is hot and humid. Thunderstorms are common at the height of the summer. The monsoon months are from July to October when the district receives most of its rainfall from the South West Monsoon. The winter season from November to February is characterized by mild temperatures and occasional showers.

Daspalla town is situated at a distance of 120 km. away from the State Capital. The National Highway No.57 is connected from Nayagarh at a distance of 40 km. The town is located at 84° – 85' East and 20° - 33' North. Daspalla town is the district head quarter of Nayagarh District. A perennial river Kuanria is flowing in the Eastern side of Daspalla NAC.

Daspalla is a town and a NAC in Nayagarh district in the state of Odisha, India.. As of 2011 India census, Daspalla town had a population of 18471. Male constitute 53% of the population and female 47% town has an average literacy rate of 78%, higher than the national average of 74.04%; with male literacy of 69% and female literacy of 66%; 11% of the population is under 6 years of age. It is one of the fastest growing city in terms of industries.

Considering the development scenario and urbanization coupled with population growth, the existing storm water drainage system in the town, namely DASPALLA, are utterly inadequate due to the following shortcomings. Many of the existing surface drains are inadequate in size thus require renovation. Many areas are not provided with drainage system.

Absence of efficient solid waste management system is contributing to blockage of open surface drains leading to overflows during heavy showers. Stagnation of water as a result of siltation / blockage is creating health related problems due to mosquito breeding, fly nuisance etc.

The Municipal bodies are facing lot of hardship in day-to-day for periodic maintenance of the existing drains.

Flow of sewage / septic tank effluent in some open drains also creates health risk to the citizen.

Due to rapid urbanization and unprecedented pace of growth in the last two decades, the physical status of most of the natural storm water channels are :

- Encroachment by the public, thereby narrowing the original stream Section.
- Slum dwellers / people of weaker sections occupy and reside on the bank of the drains causing obstruction to the free flow of streams and narrowing the flow path.
- Due to lack of proper demarcation and fencing of storm water drains, debris and wastages are thrown into the channels causing obstruction to free flow of rain water finally leading to overflowing on the roads.
- The low lands on the eastern side which otherwise acted as storm water holding basins and provided natural pathway for discharge to the rivers are gradually converted into homestead lands thereby causing flooding in uplands during heavy shower. These low lands while acting as temporary storm water holding banks also help groundwater recharge.
- Increase in-built up areas and absence of integrated urban watershed management have led to reduction in infiltration capacity and thereby ground recharging problems.

The above shortcomings are causing frequent flooding of the city thereby affecting the normal life especially during monsoon periods.

## OBJECTIVE

The objective of the programme is to promote planned integrated development of the town to help creating durable public access and to improve quality-oriented services in the town.

The broad objective of this proposed Project is to :

- i) prevent flooding of the City thereby minimize occurrence of damages to public / private properties and public life.
- ii) avoid disruption of public life, especially during the periods of cyclonic storms and high intensity rainfall.
- iii) creating scope for ground water recharges.
- iv) creating water bodies for the purpose of recreation activities and also for dumping the temperature during Summer.
- v) beautification of the City by minimizing Solid Waste and Liquid Waste disposal in to the drains and water bodies.

As a part of the strategy, it is proposed to adopt an integrated approach to urban watershed management with creation / renovation of following infrastructure facilities to achieve the above goals.

- i. Design of the existing surface drainage facility including renovation of the same as per requirement.

- ii. Design and execute drainage system for all uncovered areas of town including fringe areas with integration to the existing system as per requirement.
- iii. Renovation of the existing natural storm water channels suiting to following scope.
- iv. Construction of storm water drains and / or retaining walls on both sides wherever needed duly demarcating the boundaries on either side.
- v. Construction of Check dams / Drops wherever necessary to reduce the velocity in stages to ensure steady flow, to help in ground water recharge and to use as water bodies / lakes for recreational spots.
- vi. Construction of cross culverts / Bridges wherever necessary.
- vii. Chain link fences to minimize dumping of garbage and litter.
- viii. De-silting / de-weeding to ensure full flow of water.
- ix. Construction of control structures wherever necessary.
- x. Preparation of micro level storm water drainage network for street, branch and main drains in uncovered areas and integrating the same with existing system as well as to the major storm water channels.
- xi. Conducting detailed survey of the existing storm water Channels to assess their physical status, carrying capacity & adequacy to meet design discharge requirements.
- xii. Identification of location along the routes of the major storm water channels for creation of water bodies / lakes for recharging to the ground water as well as to use for recreational purpose.
- xiii. Preparation of storm water drainage map for the Daspalla Town and zonal maps showing existing major and primary, tertiary storm water drains and their disposal system.
- xiv. Based on the hydrologic study design of the entire drainage system including out-fall structures shall be carried out for safe discharge of design flood to the rivers.
- xv. Structural design of the entire drainage system with outfall structures shall be carried out.
- xvi. The DPRs shall include the following :
  - a. Detailed survey of the drains and their flood plain areas
  - b. Review of existing conditions including incorporation of present drainage works in progress by other agencies like Drainage Division of DoWR Deptt., PWD etc.
  - c. Deficiency analysis from hydraulic and structural point of view
  - d. Enlisting of obstructions, bottlenecks and encroachments
  - e. Rehabilitation plan
  - f. Socio-Environmental impact analysis

- g. Estimation of flood discharge and hydraulic design, estimation and finalising the design discharge of the individualisation.
- h. Preparation of Longitudinal Sections (LS) and Cross Sections (CS) of drains.
- i. Soil Investigation
- j. Structural design of drain cross-section depending on the availability of land.
- k. Detailed estimates with rate analysis based on current Schedule of Rate.
- l. Preparation of detailed drawings
- m. Construction programme to complete the execution within 2 years.
- n. Ground water recharging study and its effect.
- o. Preparation of land schedule and land plan with RoR, village map etc. for acquisition of private, Govt. and forest lands to develop the network.
- p. The DPR should be prepared as per the guidelines and norms stipulated by the Housing & Urban Development Deptt. Govt. of Odisha and the Govt. of India.

As such it is decided to appoint a consultant who would prepare detailed project report for comprehensive storm water drainage systems of the Municipal towns of Daspalla followed by construction and rehabilitation of Drainage System in the town.

In support of the Invitation for the RFP (Proposal), the **Executive Officer, Daspalla NAC, PIN – 752084** issues this Bidding Document for the work “Providing Consultancy Services for preparation of DPR including Topographical Survey, Design and Engineering and Project Management Consultancy Services for Improvement of Drainage System of Municipality / NAC in Odisha” and Related Services incidental thereto as specified in Terms of Reference (ToR).

## 2. **Scope of Work :**

The detailed set of activities to be carried out by the proposed unit will include :

The Main Objective of the project is to study the Topography, Hydrology of the site and surrounding areas, Design and prepare the Surface runoff Water Drainage as per the Central Public Health & Environmental Engineering Organization (CPHEEO) – Manual for Storm Water Management 2019 / Central Ground Water Board (CGWB) guidelines / River centric urban development planning guideline of MoHUA.

### ***Objectives of Planning & Investigation***

- Identification and marking of probable drainage zones, direction of gradients and selection of disposal points
- Preparation of topographical layout of collection and conveyance.
- Identification of locations for pumping stations
- Strategy for rainwater storage and its recharge to ground water
- Strategy for prevention of solid waste and C & D waste into storm water ways.
- Strategy for arresting pollutants with urban runoff from entering into water bodies
- Conserving the aesthetic, public safety and other social concerns of recreational open space and landscape to preserve the ecological nature of water ways;



- Identification of existing storm water drains / drainage corridors including age-old drainage conduits for rehabilitation.
- Non-structural measures should be studied, and components designed accordingly to provide relief during occurrence of disasters due to flooding.
- Strategy for sustainable operation and maintenance of storm water systems
- Holistic approach to local area planning including aspects of sustainability, consistency and responsive to community values.

#### *Data Collection and Map Development*

- Physical Characteristics
- Rainfall Characteristics
- Waterway Characteristics
- Collection of topographical survey details / maps
- Topographical maps (1:1000) bringing out existing storm water drainage system, crossing of main watercourses e.g. rivers, irrigation channels and drains, tanks, ponds, roads, railway lines, built up areas, open fields and play grounds, flood prone areas etc.;
- Contour Maps / Catchment maps
- Alignment maps - Drains
- Storm water drains with longitudinal section and cross sections
- Water harvesting structures, Water detention tanks, pumping points, water usage points, parks, disposal point should also be shown on the map.
- Identification of Vulnerable silting / landslide points, Low lying points Coastal area problem, Hilly area features / vulnerable stretches

#### *Other Components to study – Diversion of Septic Flow and Treatment*

- Prevention of wastewater ingress into the river,
- Define and meet targeted water quality criteria
- Upgradation of existing DPR in compliance with NRCD guidelines
- Ensure continual flow in river of acceptable water quality
- Prevention of entry of solid waste within river body
- Wastewater characterization studies including flow measurements required
- River water quality and ingress of untreated wastewater entering the river need to be mapped
- Identification of industrial effluent discharge
- Details of Non-point sources need to be included
- Land ownership and acquisition requirement assessment

#### *Objectives of the studies and detailed Design*

- a) Total station survey, for collection of baseline data of existing Drain, Road, along with its R.L. and study the same with the newly proposed major drains for an outcome to investigate water logging situation at different pockets under Daspalla NAC jurisdiction, so as to enable for preparation of Master DPR on drainage system.
- b) Defining water logged point in the city on the toposheets
- c) Preparation of GIS Based Map of all existing and proposed drains
- d) Identification of hot spots and the problematic areas for drains
- e) Checking adequacy for natural drains as well as existing road side drains
- f) Topographical survey of the identified water-logged areas, road side drains and nallas (L-Section and Cross-Section)
- g) Calculation of flood discharge and designing of storm water drains for water logged areas including stormwater drain of appropriate size along roads suggestions for improvement of Nallas and Cross-drainage works, planning and designing of network of storm water drains for rain fall intensity.
- h) Study of rainfall data and Hydrology for Daspalla NAC, region including analysis of historical data and future projected data. Proven Computerized Model shall be used for studying the urban hydrology of the City.
- i) Determination of watersheds and drainage patterns of the study area and its surrounding with the aid of existing map with contour lines / NRSA Toposheets and aerial photographs of town and the drainage basin (catchment area) and by carrying out additional survey.
- j) Topographical Survey and GIS based mapping of entire project area with suitable minimum contour interval ( 0.25m to 1.00m preferable) marking therein all important features.
- k) Identification of flood prone areas. Reasons for flooding and mitigation measures required.
- l) Conducting field survey of existing drainage network, hydraulic testing of the adequacy of size, identification, classification of major and primary storm water drains existing including their present condition and future requirement.
- m) Preparation of Cost of project and preparation and finalization of D.P.R.

The scope in brief for the services required under this consultancy work is as under :

Sl. No.	Description of Scope of work
a.	Study of existing Reports, carrying out of survey works, mapping of existing utilities, mapping of existing drains and major drains and drain outlets and to suggest proper alternative suitable / feasible proposal to mitigate flooding by diverting the runoff by construction of new drain network, pumping stations, holding ponds, meter gates.
b.	<b>Utilities mapping:</b> (By Combination of Ground Probing Radar (GPR) and Electromagnetic Location (EML)

	<p>The detailed mapping of all kind of existing underground and above ground utilities (i.e. electric, power cables, gas lines, all kind of water mains, proposed Metro Rail, telecom cables, sewer lines, Storm water drains, water entrances etc.) will have to be done along the alignment.</p> <p>Mapping out of the surface soils/rock profile along the pipeline alignment and locating underground utilities and buried objects by geophysical testing such as the Combination of Ground Probing Radar (GPR) and Electromagnetic Location (EML).</p>
c.	<p><b>Leveling and Total Station survey:</b></p> <p>The leveling survey with reference to the THD will have to be carried out, including Drone aided DGPS / Total Station with DGPS Survey, incorporating all above ground existing features (i.e., building, roads, footpath, Railway Property, etc.) along the alignment</p>
d.	<p>Carrying out topographic survey and marking of plot boundary on Drone aided DGPS / Total Station with DGPS Survey, Geo Technical Survey, Site investigations, Submission of documents and their approval from concern authorities.</p>
e.	<p>Hydraulic calculations, Hydraulic Analysis (Contributing flow design, physical modelling and testing) including reports for Drain design, Pipe networks if any as per site condition, inlet port design, Pumping station, capacity of Pumping station.</p>
f.	<p>Submission and approval of design, detailed engineering and drawings as per tender specifications for civil works, Mechanical works, Electrical Works, Instrumentation and automation works for Pumping station work and construction of Storm Water Pumping Station.</p>
g.	<p>To review the implications of implemented works institutional arrangements, operators and maintenance strategies, human resource development.</p>
h.	<p>To review possibility of collection, recharge and reuse of Storm Water.</p>
i.	<p>Using previous data of DASPALLA town from IMD, Bhubaneswar and as per CPHEEO manual (especially analysis of rainfall data using step-up method), available maps, topographic sheets and by reconnaissance, the catchments and sub-catchments areas for calculating storm water flows by sections shall be determined as may be necessary, and shall be shown a plan with Convenient scale.</p>
j.	<p>Flooding spots shall be clearly marked showing probable depth of water accumulation in case of more than 50 mm (2") intensity of rain fall for 3 hours duration of storm.</p>
k.	<p>Analysis of existing situation of S.W. Drains and to identify deficiencies and develop alternative strategies and options for expansion/ augmentation of the existing system to address system deficiencies</p>
l.	<p>To develop alternate strategies to address the Storm Water Drainage System Deficiencies.</p>
m.	<p>Suggest measure to augment the discharging capacity to meet the hydraulic design rainfall intensity wherever possible and especially in flooding spots. Additional drains in each tributary system may be proposed.</p>
n.	<p>Suggest remedial measures for locate flooding spots with constraints of low levels and non-availability of hydraulic gradient. Consideration may be given</p>

	for such areas to be brought to a suitable level by filling or resorting to pumping including provision of holding pond if necessary and feasible.
o.	Finalization of estimates and preparation of bid documents.
p.	Pre-bid meeting for clarification of queries raised by prospective bidders
q.	Based on the data collected during above mentioned survey the agency shall prepare and submit to Dept., a “Feasibility Study Report” on the proposed augmentation work by incorporating following : a) Plan showing all existing utilities including proposed alignment of proposal b) Plan showing the levels with reference to HFL and Storm / Cyclone condition along the proposed alignment c) To highlight the expected hurdles due to existing utilities and its location. d) Detailed design and working of proposed Storm Water Pumping Station.
r.	List of the required permissions / NOC of statutory authorities.
s.	Preparation of detailed Engineering drawings, good for construction drawings

**3. Technical Guidelines to be followed while Preparation of – Comprehensive Drainage Master Plan and DPR for Storm Water Drainage System :**

Particulars			→ Technical Standards → Guidelines w.r.t. Manual on Storm Water Drainage Systems • Corresponding Clauses & Tables of Manual	
Data Collection, Survey and Investigation			Surveying	Project Planning Area (Surface Drainage Command area with sustainable Outfall / complete Watershed Boundary)
				Hi-Tech Topographical Survey * Drone aided DGPS / Total Station with DGPS * Bathymetric Survey (Outfall under water topography, wherever needed)
			Rainfall Data	25 to 30 years or more (preferably from IMD with authentic Hyetograph)
			Social Interactions	Ward-level Social Interactions with the locals at different points to be carried out, to assess their problems and solutions for its eradication.
			Grey Water Integration	* Design Population for 30 years * Lane level House-hold Survey (preferably)

Particulars			→ Technical Standards → Guidelines w.r.t. Manual on Storm Water Drainage Systems • Corresponding Clauses & Tables of Manual	
Maps and Drawings				Orthomosaic Drawing, System generated RMSE up to 0.05 Mtr.
				Master Drainage Plan - Network Summary & Details
				Ward-wise Drainage with all infrastructure Inventory, viz - Road RL, Drain Length & Invert Level, Cross Drainage, Outfall etc. – Existing and Proposed
		Output Requirement	City Master Plan	Single sheet ULB Map showing Broad Layout Plan having infrastructures like Land Use Pattern, Road Networks, Existing & Proposed Drainage Systems, Outfall, Water-bodies, River or Stream, if any & their R.L. / I.L. which require due consideration in Master Planning, Design Sections.
DPR	Index Page			
	Officials Associated for preparation of the DPR			
	Checklist		Appendix A 2.1	Checklist for Submission and Scrutiny of Detailed Project Report (Storm Water Drainage) including enclosed Certificate ( Certified by ULB Authority )
	Checklist for Estimates - Annexure-A - vide OM No. 17427/W dt.03-10-2006			
	Preface Report	Domain Area		Spell out in detail - Existing and Proposed
		Objectives of Planning and Investigation	Clause 2.2	ix. Strategic Provision for arresting pollutants with urban runoff from entering into water bodies
		Environmental Impact Assessment	Clause 2.13.1.6	
		Survey and Investigation	Clause 2.3.2	Final data should be converted in Environment System Research Institute (Shapefile) format with its defining projection and survey collected

				attributes in the requisite database format.
<b>Particulars</b>			→ <b>Technical Standards</b> → <b>Guidelines w.r.t. Manual on Storm Water Drainage Systems</b> • <b>Corresponding Clauses &amp; Tables of Manual</b>	
<b>DPR</b>				The layout plan should be prepared and integrated on the GIS base with a selected computer model.
				f) Mapping of Storm Water Drainage Layout on GIS Platform
	<b>Engineering Design</b>	Proposed Project and detailed design	Clause 2.13.1.5	v. Frequency analysis for design storms as recommended for the project area.
		Peak runoff from the catchment by rational method		Weighted average C
			Clause 3.4	Rainfall Analysis
			Table 3.1 to Table 3.9	Rainfall Intensity 'I' mm/hr.
			Table 3.19	* Computation to prepare Hyetograph * Run-off Estimation - Catchment Area based.
			Clause 4.4.1.6	Time of Concentration in storm drainage system (le)
			Clause 4.4.2.1	Travel Time - from Hyetograph, Time Area Curve
			Clause 5.3.2	Freeboard in open channel * Beyond 900mm & up to 1500mm bed width - 30cm * For larger drains, the freeboard shall be higher up to 90cm depending upon the discharge.
			Clause 5.3.5	Hydraulically Efficient Channel Section
			Table 5.4	Most Efficient Sections
			Clause 5.4	Design Sheet
			Table 5.7	Computation sheet for Storm Water Open Channel
		Priority Assessment		For smooth execution, the entire DPR to be prepared in phased manner, as need-based, considering the priority of the locality.
		Reinforcement		Minimum Reinforcement confirming to I.S.: 456 / 2000,

				Clause 26 – "Requirements Governing Reinforcement and Detailing" including its Sub-Clauses
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Particulars			→ Technical Standards → Guidelines w.r.t. Manual on Storm Water Drainage Systems • Corresponding Clauses & Tables of Manual	
Estimate		Lead Statement and Analysis of Rates		* DMF & EMF (10% & 5%) on Royalty only + Additional Charges, on Minor Minerals, as notified by District Administration • inclusion in estimating along with appending its copy with the DPR. * Latest Labour Rate confirming to Notification by Labour & ESI Deptt., Govt. of Odisha. * Accuracy in computation for volume of earthwork w.r.t. topography, instead of considering equal depth all along the drain length, preferably by standard computer software, like : 3D Surface / Virtual Surveyor / equivalent. * Precast U-Shaped Drain along with Drain Cover Slab up to 1000mm width for ease of workability and time over-run, may be explored for utilisation.
		Comprehensive		Item-wise AoR, Cost of Materials and Machineries etc. (by discarding irrelevant items and preparing the DPR compact but elaborate)
Land Details		Land Schedule		Private, Government and Forest Land - Requirement for the project

**4. Timelines, stages of deliverables and content of each deliverable :**

Deliverables vis-a-vis time frame

Deliverables	Description of Items/Deliverables	Corresponding time frame (Monthly)
D1	Topographic Survey and Survey Reports	1 – 2 Months
D2	Preparation of Detailed Project Report and Approval by Appropriate Authority	3 – 6 Months

**5. Expected schedule for completing the assignment :**

If an assignment consists of more than one activity, the target period / date for completing each activity can also be specified. The same may be defined by the CLIENT.

**6. Payment Terms and Schedule in a tabular form :**

Sl. No.	Payment Terms	Schedule	Disbursement Schedule
1.	Completion of Topographic Survey and Submission of Survey Report	2 <sup>nd</sup> Month	20% (Twenty Percent) of the Total Consultancy Fees quoted, upon completion and submission of Survey Report for the ULB.
2.	Preparation of DPR and Submission of draft DPR	3 <sup>rd</sup> Month	20% (Twenty Percent) of the Total Consultancy Fees quoted, upon preparation and submission of draft DPR for the ULB.
3.	Preparation of DPR with technical sanction from Competent Authority and Submission of Final DPR incorporating observations and compliance	5 <sup>th</sup> Month	30% (Thirty Percent) of the Total Consultancy Fees quoted, upon preparation and submission of Final DPR for the ULB.
4.	Preparation of Specifications and submission of Tender Documents for Construction	6 <sup>th</sup> Month	30% (Thirty Percent) of the Total Consultancy Fees quoted, upon preparation and submission of Tender Documents for Construction works for the ULB.



**Section - 4**

**Technical Proposal Submission Forms**

**TECH -1**

**COVERING LETTER**

**(ON BIDDER'S LETTER HEAD)**

*[Location, Date]*

To

The Executive Officer,

Daspalla NAC, PIN - 752084

Subject : Providing Consultancy Services for preparation of Comprehensive Drainage Master Plan and DPR for Storm Water Drainage System of Das p a l l a Daspalla NAC, in the District of Nayagarh, Odisha.

**Dear Sir,**

I, the undersigned, offer to provide the services for the proposed assignment in respect to your Request for Proposal No. \_\_\_\_\_, Dated: . I, hereby submit the proposal which includes this technical proposal sealed under a separate envelope. Our proposal will be valid for acceptance up to **120 Days** and I confirm that this proposal will remain binding upon us and may be accepted by you at any time before this expiry date.

All the information and statements made in this technical proposal are true and correct and I accept that any misinterpretation contained in it may lead to disqualification of our proposal. If negotiations are held during the period of validity of the proposal, I undertake to negotiate on the basis of the proposal submitted by us. Our proposal is binding upon us and subject to the modifications resulting from contract negotiations.

I have examined all the information as provided in your Request for Proposal (RFP) and offer to undertake the service described in accordance with the conditions and requirements of the selection process. I agree to bear all costs incurred by us in connection with the preparation and submission of this proposal and to bear any further pre-contract costs. In case, any provisions of this RFP/ ToR including of our technical & financial proposal is found to be deviated, then your department shall have rights to reject our proposal including forfeiture of the Earnest Money Deposit absolutely. I confirm that, I have the authority to submit the proposal and to clarify any details on its behalf.

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

Yours faithfully,

*Authorized Signatory with Date and Seal:*

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

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

**Bidder's Organization (General Details )**

Sl. No.	Description	Full Details
1.	<b>Name of the Bidder / Consultant / JV</b> (Details of JV Partners to be furnished)	
2.	<b>Address for communication:</b> Tel : Fax: Email id :	
3.	<b>Name of the authorized person signing &amp; submitting the bid on behalf of the Bidder:</b> Mobile No. : Email id :	
4.	<b>Registration / Incorporation Details</b> Registration No: Date & Year. :	
5.	<b>Local office in Odisha</b> <b>If Yes, Please furnish contact details</b>	Yes / No
6.	<b>Bid Processing Fee Details</b> Amount: DD / No. : Date: Name of the Bank:	
7.	<b>EMD Details</b> Amount: TDR/FD/Postal Deposit No. : Date: Name of the Bank:	
8.	PAN Number	
9.	Goods and Services Tax Identification Number (GSTIN)	
10.	Willing to carry out assignments as per the scope of work of the RFP	<b>YES</b>
11.	Willing to accept all the terms and conditions as specified in the RFP	<b>YES</b>

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

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

**Bidder Organization (Financial Details)**

Financial Information in INR				
Details	FY	FY	FY	Average
Consulting Turnover (in INR)				
<p><b><i>Supporting Documents:</i></b></p> <p>Audited certified financial statements for the last &lt;Nos&gt; FYs <b>(to be decided accordingly)</b> (Submission of copies of Income &amp; Expenditure Statement and Balance Sheet for the respective financial years is mandatory along with this form)</p> <p><b><i>Filled in information in this format must have to be jointly certified and sealed by the CA and the authorized representative of the bidder and to be furnished in original along with the technical proposal failing which the proposal will be out rightly rejected. No scanned copy will be entertained.</i></b></p>				

---

***Signature and Seal of the Company Auditor with Date in original***

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

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

**[NB: No Scanned Signature will be entertained]**

**FORMAT FOR POWER OF ATTORNEY (On Bidder's Letter Head)**

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

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

**Name of the Authorized Representative:**

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

**CERTIFIED:**

**Signature, Name & Designation of person executing attorney:**

***Address of the Bidder:***

**TECH - 5****(BIDDER'S PAST EXPERIENCE DETAILS )**

**Tech-5 (A) : High-tech. Survey work (Drone with DGPS / Total Station with DGPS )**

**Table -1 (List of <Nos> completed assignments only of similar nature\*\* in any sector during last <5> years)**

Sl. No.	Period	Name of the Assignment with	Name of the Client	*Contract Value (in INR) and	Date of Award / Commencement of assignment	Date of Completion of assignment	Remarks if Any
A	B	C	D	E	F	G	H
1.							
2.							
3.							

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

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

**(BIDDER'S PAST EXPERIENCE DETAILS )**

**Tech-5 (B) : DPR project cost to be more than Rs. 20.0 Cr. (NAC) / Rs. 40 Cr.  
(Municipality)**

**Table -1 (List of <Nos> completed assignments only of similar nature\*\* in any sector  
during last <5> years)**

Sl. No.	Period	Name of the Assignment with	Name of the Client	*Contract Value (in INR) and	Date of Award / Commencement of assignment	Date of Completion of assignment	Remarks if Any
A	B	C	D	E	F	G	H
1.							
2.							
3.							

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

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

**(BIDDER'S PAST EXPERIENCE DETAILS )**

**Tech-5 (C) : Project completed for Urban Water Supply / Drainage Schemes / Sewerage Projects / Urban Infrastructure covering at least 20 km. of Road length and at least 10 km. of Drains**

**Table -1 (List of <Nos> completed assignments only of similar nature\*\* in any sector during last <5> years)**

Sl. No.	Period	Name of the Assignment with	Name of the Client	*Contract Value (in INR) and	Date of Award / Commencement of assignment	Date of Completion of assignment	Remarks if Any
A	B	C	D	E	F	G	H
1.							
2.							
3.							

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

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

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

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

If no, please certify,

**IN BIDDER' S LETTER HEAD**

I, hereby declare that our firm / company as an Individual is not indulged in any such activities which can be termed as the conflicting activities as mentioned in **Section 2: [Information to the Bidder] under Eligibility Criteria: Para (6)**.

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

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

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



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

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

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

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

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

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

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

**DESCRIPTION OF APPROACH, METHODOLOGY AND WORKPLAN TO UNDERTAKE THE ASSIGNMENT**

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

**A. Understanding of Scope, Objectives and Completeness of response**

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

**B. Description of Approach and Methodology :**

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

**C. Methodology to be adopted :**

Explaining of the proposed methodologies to be adopted highlighting of the compatibility

of the same with the proposed approach. This includes:

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

**D. Staffing and Study Management Plan:**

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

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

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

***<<The bidder may be asked to submit the required information within a certain number of pages, with font specified)***

**Format of Curriculum Vitae (CV) for Proposed Key Professional**

**1. Proposed Position :**

*[For each position of key professional separate form Tech B-6 will be prepared]*

**2. Name of Firm:**

**3. Name of Staff :**

**4. Date of Birth:**

**5. Years with Firm :**

**6. Nationality:**

**7. Education:**

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

**8. Membership in Professional Associations:**

**9. Other Trainings:**

**10. Countries of Work Experience:**

**11. Languages:**

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

**12. Employment Record:**

*[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held. For experience in **last ten years**, also give types of activities performed and Client references, where appropriate as per the prescribed format given below]*

Descriptions	From [Year]	To [Year]
<b>Procuring Entity Name:</b>		
<b>Position Held:</b>		
<b>Details of the Task Assigned</b> [List all tasks to be performed under this Assignment/job]		

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

*[Among the Assignment/jobs in which the staff has been involved, indicate the following information for those Assignment /jobs that best illustrate staff capability to handle the tasks listed under point12.]*

<i>Name of the Project</i>	
<i>Year</i>	
<i>Location</i>	
<i>Name of the Client</i>	
<i>Project Feature</i>	
<i>Position Held</i>	
<i>Activities Performed</i>	

**Certification:**

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

**Date:**

**Signature of Key Professional with Date** \_\_\_\_\_

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

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

**<<NB: CV write up may be restricted to a certain number of pages with quality information relevant to the key professional requirements. This will be easy in evaluating the resumes for short listing. The CVs needs to be jointly signed by the proposed professional and the authorized representative of the Bidder.>>**

**PROPOSED WORK PLAN TO CARRY OUT THE ASSIGNMENT**

Sequence of Study Activities / Sub Activities	Week					
	1	2	3	4	5	6

Indicate all main activities / sub activities of the proposed assignment including delivery of reports (Inception. and Final Reports) and other associate sub-activities

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

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

## SECTION - 5

### BID SUBMISSION CHECK LIST

#### Annexure – I

Sl. No.	Description	Submitted (Yes/No)	Page No.
<b>TECHNICAL PROPOSAL (ORIGINAL online + 1 COPY)</b>			
1	Filled in Bid Submission Check List ( <b>ANNEXURE-I</b> )		
2	Covering Letter ( <b>TECH -1</b> )		
3	Bid Processing Fee of <b>Rs. _____</b> /- payment online		
4	<b>Rs. _____</b> /- payment online		
5	Copy of Certificate of Incorporation / Registration of the Bidder		
6	Copy of PAN		
7	Copy of Goods and Services Tax Identification Number (GSTIN)		
8	Copies of IT Returns for the last <Nos> AYs ( <b>to be decided accordingly</b> )		
9	General Details of the Bidder ( <b>TECH - 2</b> )		
10	Financial details of the bidder ( <b>TECH - 3</b> ) along with all the supportive documents such as copies of Profit – Loss Statement and Balance Sheet for the concerned period		
11	Power of Attorney ( <b>TECH - 4</b> ) in favour of the person signing the bid on behalf of the bidder.		
12	List of completed assignments of similar nature (Past Experience Details) ( <b>TECH – 5, A,B,C</b> ) along with the copies of work orders for the respective assignments		
13	Self-Declaration on Potential Conflict of Interest ( <b>TECH - 6</b> )		
14	Undertaking for not have been black-listed by any Central / State Govt. / any Autonomous bodies during its business career.		
15	Comments and Suggestions ( <b>TECH – 7</b> )		
16	Description of Approach, Methodology & Work Plan ( <b>TECH - 8</b> )		
17	CV of Key Professionals ( <b>TECH – 9</b> )		
18	Work Plan ( <b>TECH – 10</b> )		

Undertaking:

*All the information has been submitted as per the prescribed format and procedure.*

*Each part has been separately bound with no loose sheets and each page of all the two parts are page numbered along with Index Page.*

*All pages of the proposal have been sealed and signed by the authorized representative.*

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

**PERFORMANCE BANK GUARANTEE FORMAT**

To,

**The Executive Officer, Daspalla NAC, PIN – 752084**

**WHEREAS,** ----- (Name and address of the Consultant) (hereinafter called “the Consultant”) has undertaken, in pursuance of RFP No. \_\_\_\_\_ dated \_\_\_\_\_ to undertake the service (description of services) (herein after called “the contract”).

**AND WHEREAS,** it has been stipulated by \_\_\_\_\_ (Name of the Client) in the said contract that the Consultant shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

**AND WHEREAS,** we have agreed to give the supplier such a bank guarantee;

**NOW THEREFORE,** we hereby affirm that we are guarantors and responsible to you, on behalf of the Consultant, up to a total of \_\_\_\_\_ (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the consultant to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the consultant before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the consultant shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This performance bank guarantee shall be valid until the \_\_\_\_\_ day of \_\_\_\_\_, <Year>

Our branch at ----- (Name & Address of the Bank) is liable to pay the guaranteed amount depending on the filing of claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our ----- branch a written claim or demand and received by us at our-----Town branch on or before Dt. otherwise bank shall be discharged of all liabilities under this guarantee thereafter.

.....(Signature of the authorized officer of the Bank)

..... Name and designation of the officer

..... Seal, name & address of the Bank & Branch

<<Any Other assignment related Material may also be included in the Annexure for the bidder>>

**FINANCIAL BID FORMAT**

Sl. No.	Items	Rate per Square Kilometre of Watershed Command Area including all taxes and duties (In Rupees)
1.	Providing Consultancy Services for preparation of Comprehensive Drainage Master Plan and DPR for Storm Water Drainage System of <b>Daspalla NAC</b> , in the District of <b>Nayagarh</b> , Odisha, in accordance with the formats, terms and conditions, objective and broad scope of the assignment as stated in the RFP document.	

**All costs and charges, related to the offer, shall be expressed in Indian Rupees only and the total cost shall be inclusive of taxes & duties etc.**

**Note:** The rates quoted above does not guarantee any work order, and at the time of finalization of the rates. The rates quoted above could be rationalized by the authority which will be acceptable to me/us. It is further accepted that Daspalla NAC, would be free to issue work order to any firm empanelled with Govt. of Odisha Daspalla NAC.

I / we shall have no objection to the decision and selection of any empanelled consultant for work order as finalized by the "CLIENT".

**Place:**

**Signature of the applicant**

**Date:**

**Name & Designation**



## **DRAFT STANDARD CONTRACT FORMAT**

**Contract for :** -----

**1. Between**

-----

**2. H & UD Department, Govt. of Odisha**

**and**

**3. [name and address of the Selected Consultancy firm / agency]**

Dated:

Place:

## I. Form of Contract

(Text in brackets [] should be filled up appropriately)

This CONTRACT (herein after called the "Contract" is made the [day ] day of the month of [month], [year], between ----- **H&UD Department, Govt. of Odisha** (here in after called the "Client, or the First Party and, [name of Consultancy firm / agency] (here in after called the "Consultancy firm / agency")) of the FIRM.

### **WHERE AS**

- (a) the Consultancy firm / agency, having represented to the "Client" that it has the required professional skills, personnel and technical resources, has offered to provide in response to the Tender Notice date disused by the Client;
- (b) the "Client" has accepted the offer of the Consultancy firm / agency to provide the services on the terms and conditions set for thin this Contract.

**NOW, THEREFORE, IT IS HEREBY AGREED** between the parties as follows:

1. The following documents attached here to shall be deemed to form an integral part of this Contract

- (a) The General Conditions of Contract;
- (b) The Special Conditions of Contract;
- (c) The following Appendices:
  - Appendix A:
    - Description of Services Appendix
  - B: Reporting Requirements
  - Appendix C: Staffing schedule Appendix
  - D: Cost Estimates
  - Appendix E: Duties of the "Client"
  - Appendix F: Duties of the Consultancy firm / agency

2. The mutual rights and obligations of the "Client" and the Consultancy firm / agency shall be as set forth in the Contract, in particular:

- (a) the Consultancy firm / agencies shall carry out and complete the Services in accordance with the provisions of the Contract; and
- (b) the "Client" shall make payments to the Consultancy firm / agency in accordance with the provision of the Contract

**IN WITNESS WHEREOF**, the parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

*Signed by-----*

In presence of

1. For and on behalf of the----- ,  
H & UD Dept. [name of "Client"]

(Witnesses)

(i)

(ii)

In presence of

2. For and on behalf of the [ name of firm]

(Witnesses)

(i)

(ii)

## **II. General Conditions of Contract**

### **1. GENERAL PROVISIONS**

**1.1 Definitions** Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) "Applicable Law" means the laws and any other instruments having the force of law in Odisha for the time being.
- (b) "Consultancy firm / agency" means any private or public entity that will provide the Services to the "Client" under the Contract.
- (c) "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1 that is the General Conditions (GC), the Special Conditions (SC) and the Appendices.
- (d) "Day" means calendar day.
- (e) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- (f) "Foreign Currency" means any currency other than the currency of the "Client's" Country.
- (g) "GC" mean these General Conditions of Contract.
- (h) "Government" means the Government of Odisha
- (i) "Local Currency" means Indian Rupees.
- (j) "notice" Written communication sent to Address for communication mentioned in contract.
- (k) "Party" means the "Client" or the Consultancy firm / agency, as the case may be, and  
"Parties" means both of them.
- (l) "Personnel" means professionals and support staff provided by the Consultancy firm / agency assigned to perform the Services or any part thereof; "Foreign Personnel" means such professionals and support staff who at the time of being so provided had their domicile outside the Government's country; "Local Personnel" means such professionals and support staff who at the time of being so provided had their domicile inside the Government's country; and "Key Personnel" means the Personnel referred to in Clause GC 4.2(a).
- (m) "Reimbursable expenses" means all assignment-related costs [such as travel, translation, report printing, secretarial expenses, subject to specified maximum limits in the Contract].
- (n) "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented.
- (o) "Services" means the work to be performed by the Consultancy firm / agency pursuant to this Contract, as described in Appendix A hereto.
- (p) "Third Party" means any person or entity other than the "Client", or the

Consultancy firm / agency.

(q) In writing means communicated in written form with proof of receipt.

## **1.2 Relationship between the Parties**

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the "Client" and the Consultancy firm / agency. The Consultancy firm / agency, subject to this Contract, has complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

**1.3 Law Governing Contract:** This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable laws of Odisha.

**1.4 Headings:** The headings shall not limit, alter or affect the meaning of this Contract.

## **1.5 Notices**

**1.5.1** Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered post to such Party at the address specified in the SC.

**1.5.2** A Party may change its address for notice here under by giving the other Party notice in writing of such change to the address specified in the SC.

**1.6 Location:** The Services shall be performed at such locations as are specified in **Appendix A hereto** and, where the location of a particular task is not so specified, at such locations, as the "Client" may approve.

**1.7 Authorized Representatives:** Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the "Client" or the Consultancy firm / agency may be taken or executed by the officials specified in the SC.

**1.8 Taxes and Duties:** The Consultancy firm / agency and Personnel shall be liable to pay such direct and indirect taxes, duties, fees and other impositions levied under the applicable laws of Odisha.

## **1.9 Fraud and Corruption**

**1.9.1 Definitions:** It is the Client's policy to require that Clients as well as Consultancy firm / agency observe the highest standard of ethics during the execution of the Contract. In pursuance of this policy, the Client defines, for the purpose of this provision, the terms set forth below as follows:

- (i) "corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
- (ii) "fraudulent practice" means a misrepresentation or omission of facts in order

to influence a selection process or the execution of a contract;

- (iii) "collusive practices" means a scheme or arrangement between two or more Consultancy firm / agency, with or without the knowledge of the Client, designed to establish prices at artificial, non-competitive levels;
- (iv) "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;

#### **1.9.2 Measures to be taken by the Client**

- a. The Client may terminate the contract if it determines at anytime that representatives of the Consultancy firm / agency were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the Consultancy firm / agency having taken timely and appropriate action satisfactory to the Client to remedy the situation;
- b. The Client may also sanction against the Consultancy firm / agency including declaring the Consultancy firm / agency ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at anytime determines that the Consultancy firm / agency has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Client-financed contract;

#### **1.9.3 Commissions and Fees**

At the time of execution of this Contract, the Consultancy firm / agency shall disclose any commissions or fees that may have been paid or are agreed to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

### **2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**

**2.1 Effectiveness of Contract:** This Contract shall come into force and effect on the date (the

"Effective Date") of the Client's notice to the Consultancy firm / agency instructing the Consultancy firm / agency to begin carrying out the Services. This notice shall confirm that the conditions precedent and effectiveness conditions, if any, listed in the SC have been met.

**2.2 Termination of Contract for Failure to Become Effective:** If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as specified in the SC Client may, by not less than twenty one (21) days written notice to the Consultancy firm / agency, declare this Contract to be null and void, and forfeit the EMD.

**2.3 Commencement of Services:** The Consultancy firm / agency shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.

**2.4 Expiration of Contract:** Unless terminated earlier pursuant to Clause GC2.9 hereof, this Contract shall expire at the end of such time period as specified in the SC.

**2.5 Entire Agreement:** This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein.

**2.6 Modifications or Variations:** (a) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clause GC7.2 hereof, however, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

(b) In cases of substantial modifications or variations, the prior written consent of the Client is required.

## **2.7 Force Majeure**

### **2.7.1 Definition**

- a. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lock outs or other industrial action (except where such strikes, lock outs or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.
- b. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party's Sub-Consultancy firm / agency or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.
- c. Subject to clause 2.7.2, Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

**2.7.2 No Breach of Contract:** The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

### **2.7.3 Measures to be Taken:**

- a. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force

Majeure.

- b. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- c. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- d. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultancy firm / agency, upon instructions by the "Client", shall either demobilize or continue with the Services to the extent possible, in which case the Consultancy firm / agency shall continue to be paid proportionately and on prorate basis, under the terms of this Contract.
- e. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC8.

**2.8 Suspension:** The "Client" may, by written notice of suspension to the Consultancy firm / agency, suspend all payments to the Consultancy firm / agency here under if the Consultancy firm / agency fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension(i) shall specify the nature of the failure, and(ii) shall allow the Consultancy firm / agency to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30)days after receipt by the Consultancy firm / agency of such notice of suspension.

## **2.9 Termination**

**2.9.1 By the —Client:** The "Client" may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a)through (i) of this Clause GC 2.9.1..

- a. If the Consultancy firm / agency fails to remedy a failure in the performance of its obligations here under, as specified in a notice of suspension pursuant to Clause GC2.8 herein above, within thirty(30) days of receipt of such notice of suspension or within such further period as the "Client" may have subsequently approved in writing.
- b. If the Consultancy firm / agency becomes (or, if the Consultancy firm / agency consists of more than one entity, if any of its Members becomes and which has substantial bearing on providing Services under this contract) in solvent or go into liquidation or receivership whether compulsory or voluntary.
- c. If the Consultancy firm / agency fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8hereof.
- d. If the Consultancy firm / agency, in the judgment of the "Client", has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- e. If the Consultancy firm / agency submits to the "Client" a false statement which has a material effect on the rights, obligations or interests of the "Client".
- f. If the Consultancy firm / agency places itself in position of conflict of interest or fails



to disclose promptly any conflict of interest to the Client.

- g. If the Consultancy firm / agency fails to provide the quality services as envisaged under this Contract. The Consultancy Monitoring Committee (CMC) formulated to monitor the progress of the assignment may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The CMC may decide to give one chance to the Consultancy firm / agency to improve the quality of the services.
- h. If, as the result of Force Majeure, the Consultancy firm / agency is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- i. If the "Client", in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

**2.9.1.1** In such an occurrence the "Client" shall give a not less than thirty (30) days' written notice of termination to the Consultancy firm / agency, and sixty (60) days' in case of the event referred to in (i).

**2.9.2 By the Consultancy firm / agency:** The Consultancy firm / agency may terminate this Contract, by not less than thirty (30) days' written notice to the "Client", in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause GC 2.9.2.

- a. If the "Client" fails to pay any money due to the Consultancy firm / agency pursuant to this Contract and not subject to dispute pursuant to Clause GC8 hereof within forty-five (45) days after receiving written notice from the Consultancy firm / agency that such payment is overdue.
- b. If, as the result of Force Majeure, the Consultancy firm / agency is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- c. If the "Client" fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.
- d. If the "Client" is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultancy firm / agency may have subsequently approved in writing) following the receipt by the "Client" of the Consultancy firm / agency's notice specifying such breach.

**2.9.3 Cessation of Rights and Obligations:** Upon termination of this Contract pursuant to Clauses GC2.2 or GC2.9 hereof, or upon expiration of this Contract pursuant to Clause GC2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GC3.3 hereof, (iii) the Consultancy firm / agency's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC3.6 hereof, and (iv) any right which a Party may have under the Law.

**2.9.4 Cessation of Services:** Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC2.9.1 or GC2.9.2 hereof, the Consultancy firm /

agency shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultancy firm / agency and equipment and materials furnished by the Client, the Consultancy firm / agency shall proceed as provided, respectively, by Clauses GC 3.9 or GC 3.10 hereof.

**2.9.5 Payment upon Termination:** Upon termination of this Contract pursuant to Clauses GC

2.9.1 or GC 2.9.2 hereof, the Client shall make the following payments to the Consultancy firm / agency:

- a. If the Contract is terminated pursuant to Clause 2.9.1 (h), (i) or 2.9.2, remuneration pursuant to Clause GC6.3 (h) (i) hereof for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures pursuant to Clause GC6.3(h)(ii) hereof for expenditures actually and reasonably incurred prior to the effective date of termination;
- b. If the agreement is terminated pursuant of Clause 2.9.1 (a) to (g), the Consultancy firm / agency shall not be entitled to receive any agreed payments upon termination of the contract. However, the Client may consider to make payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to the Client. Applicable Under such circumstances, upon termination, the client may also impose liquidated damages as per the provisions of Clause 9 of this agreement. The Consultancy firm / agency will be required to pay any such liquidated damages to client within 30 days of termination date.

**2.9.6 Disputes about Events of Termination:** If either Party disputes whether an event specified in paragraphs (a) through (h) of Clause GC 2.9.1 or in Clause GC 2.9.2 hereof has occurred, such Party may, within forty-five (30) days after receipt of notice of termination from the other Party, refer the matter to Clause GC 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting  
arbitral award.

### **3. OBLIGATIONS OF THE CONSULTANCY FIRM / AGENCY**

#### **3.1 General**

**3.1.1 Standard of Performance:** The Consultancy firm / agency shall perform the Services and carry out their obligations here under with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultancy firm / agency shall always act, in respect of any matter relating to this Contractor to the Services, as faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-Consultancy firm / agency or Third Parties.

**3.2 Conflict of Interests:** The Consultancy firm / agency shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict of

interest with other assignments or their own corporate interests. If during the period of this contract, a conflict of interest arises for any reasons, the Consultancy firm / agency shall promptly disclose the same to the Client and seek its instructions.

**3.2.1 Consultancy firm / agency not to benefit from Commissions, Discounts etc.:**

- a. The payment of the Consultancy firm / agency pursuant to Clause GC6 hereof shall constitute the Consultancy firm / agency's only payment in connection with this Contract and, subject to Clause GC3.2.2 hereof, the Consultancy firm / agency shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations here under, and the Consultancy firm / agency shall use its best efforts to ensure that any Personnel and agents of either of them, similarly shall not receive any such additional payment.
- b. Furthermore, if the Consultancy firm / agency, as part of the Services, has the responsibility of advising the "Client" on the procurement of goods, works or services, the Consultancy firm / agency shall comply with the Client's applicable procurement guidelines, and shall at all times exercise such responsibility in the best interest of the "Client". Any discounts or commissions obtained by the Consultancy firm / agency in the exercise of such procurement responsibility shall be for the account of the "Client".

**3.2.2 Consultancy firm / agency and Affiliates Not to Engage in Certain Activities:**

The Consultancy firm / agency agrees that, during the term of this Contract and after its termination, the Consultancy firm / agency and any entity affiliated with the Consultancy firm / agency, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultancy firm / agency's Services for the preparation or implementation of the project.

**3.2.3 Prohibition of Conflicting Activities:** The Consultancy firm / agency shall not engage, and shall cause their Personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

**3.3 Confidentiality:** Except with the prior written consent of the "Client", the Consultancy firm / agency and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultancy firm / agency and its Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

**3.4 Insurance to be Taken out by the Consultancy firm / agency:** The Consultancy firm / agency (i) shall take out and maintain, at their own cost but **on terms and conditions approved by the "Client"**, insurance against the risks, and for the cover ages specified in the SC, and (ii) at the "Client's" request, shall provide evidence to the "Client" showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

**3.5 Accounting, Inspection and Auditing:** The Consultancy firm / agency (i) shall keep accurate and systematic accounts and records in respect of the Services here under, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases

thereof, and (ii) shall periodically permit the "Client" or its designated representative and/or the Client, and up to five years from expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the "Client" or the Client, if so required by the "Client" or the Client as the case may be.

**3.6 Consultancy firm / agency's Actions Requiring —Client's Prior Approval:** The Consultancy firm / agency shall obtain the "Client's" prior approval in writing before taking any of the following actions: (a) Any change or addition to the Personnel listed in Appendix C.

**3.7 Reporting Obligations:** The Consultancy firm / agency shall submit to the "Client" the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix. Final reports shall be delivered in CDROM in addition to the hard copies specified in said Appendix.

**3.8 Documents Prepared by the Consultancy firm / agency to be the Property of the —Client:** All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultancy firm / agency for the "Client" under this Contract shall become and remain the property of the "Client", and the Consultancy firm / agency shall, not later than upon termination or expiration of this Contract, deliver all such documents to the "Client", together with a detailed inventory thereof. The Consultancy firm / agency may retain a copy of such documents, but shall not use any where, without taking permission, in writing, from the Client and the Client reserves right to grant or deny any such request. If license agreements are necessary or appropriate between the Consultancy firm / agency and third parties for purposes of development of any such computer programs, the Consultancy firm / agency shall obtain the "Client's" prior written approval to such agreements, and the "Client" shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.

**3.9 Equipment, Vehicles and Materials Furnished by the —Client:** Equipment, vehicles and materials made available to the Consultancy firm / agency by the "Client", or purchased by the Consultancy firm / agency wholly or partly with funds provided by the "Client", shall be the property of the "Client" and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultancy firm / agency shall make available to the "Client" an inventory of such equipment, vehicles and materials and shall dispose of such equipment and materials in accordance with the "Client's" instructions. While in possession of such equipment, vehicles and materials, the Consultancy firm / agency, unless otherwise instructed by the "Client" in writing, shall insure them at the expense of the "Client" in an amount equal to their full replacement value.

**3.10 Equipment and Materials provided by the Consultancy firm / agency:** Equipment or materials brought into the Government's country by the Consultancy firm / agency and the Personnel and used either for the Projector personal use shall remain the property of the Consultancy firm / agency or the Personnel concerned, as applicable.

#### **4. CONSULTANCY FIRM / AGENCY'S PERSONNEL**

**4.1 General:** The Consultancy firm / agency shall employ and provide such qualified and experienced Personnel and Sub-Consultancy firm / agency as are required to carry out the Services.

**4.2 Description of Personnel:**

- a. The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Consultancy firm / agency's Key Personnel are as per the Consultancy firm / agency's proposal and are described in Appendix C. If any of the Key Personnel has already been approved by the "Client", his / her name is listed as well.
- b. If required to comply with the provisions of Clause GC3.1.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix C may be made by the Consultancy firm / agency by written notice to the "Client", provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GC6.1(b) of this Contract. Any other such adjustments shall only be made with the "Client's" written approval.
- c. If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by agreement in writing between the "Client" and the Consultancy firm / agency. In case where payments under this Contract exceed the ceilings set forth in Clause GC 6.1(b) of this Contract, this will be explicitly mentioned in the agreement.

**4.3 Approval of Personnel:** The Key Personnel and Sub-Consultancy firm / agency listed by title as well as by name in Appendix C are hereby approved by the "Client". In respect of other Personnel which the Consultancy firm / agency proposes to use in the carrying out of the Services, the Consultancy firm / agency shall submit to the "Client" for review and approval a copy of their Curricula Vitae (CVs). If the "Client" does not object in writing (stating the reasons for the objection) within twenty-one (21) days from the date of receipt of such CVs, such Personnel shall be deemed to have been approved by the "Client".

**4.4 Removal and/or Replacement of Personnel:**

- a. Except as the "Client" may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Consultancy firm / agency, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Personnel, the Consultancy firm / agency shall forth with provide as are placement a person of equivalent or better qualifications.
- b. If the "Client" (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultancy firm / agency shall, at the "Client's" written request specifying the grounds therefore, forth with provide as a replacement a person with qualifications and experience acceptable to the "Client".
- c. Any of the Personnel provided as are placement under Clauses (a) and (b) above, as

well as any reimbursable expenditures(including expenditures due to the number of eligible dependents) the Consultancy firm / agency may wish to claim as a result of such replacement, shall be subject to the prior written approval by the "Client". The rate of remuneration applicable to a replacement person will be the rate of remuneration paid to the replacement person. Also (i) the Consultancy firm / agency shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and  
(ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

**4.5 Resident Project Manager:** If required by the SC, the Consultancy firm / agency shall ensure that at all times during the Consultancy firm / agency's performance of the Services a resident project manager, acceptable to the "Client", shall take charge of the performance of such Services.

## **5. OBLIGATIONS OF THE—CLIENT**

**5.1 Assistance and Exemptions:** Unless otherwise specified in the SC, the "Client" shall use its best efforts to ensure that the Government shall:

- a. Provide the Consultancy firm / agency and Personnel with work permits and such other documents as shall be necessary to enable the Consultancy firm / agency or Personnel to perform the Services.
- b. Arrange for the Foreign Personnel to be provided promptly with all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in India.
- c. Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.
- d. Provide to the Consultancy firm / agency, Sub-Consultancy firm / agency and Personnel any such other assistance as may be specified in the SC.

**5.2 Change in the Applicable Law Related to Taxes and Duties:** If, after the date of this Contract, there is any change in the Applicable Laws of Odisha with respect to taxes and duties, which are directly payable by the Consultancy firm / agency for providing the services i.e. service tax or any such applicable tax from time to time, which increases or decreases the cost incurred by the Consultancy firm / agency in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultancy firm / agency under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GC 6.1(b).

### **5.3 Services, Facilities and Property of the —Client:**

- a. The "Client" shall make available to the Consultancy firm / agency and its Personnel, for the purposes of the Services and **free of any charge**, the services, facilities and property described in Appendix E at the times and in the manner specified in said **Appendix E**.

- b. In case that such services, facilities and property shall not be made available to the Consultancy firm / agency as and when specified in Appendix E, the Parties shall agree on any time extension that it may be appropriate to grant to the Consultancy firm / agency for the performance of the Services.

**5.4 Payment:** In consideration of the Services performed by the Consultancy firm / agency under this Contract, the Client shall make to the Consultancy firm / agency such payments and in such manner as is provided by Clause GC 6 of this Contract.

**5.5 Counterpart Personnel:**

- a. If necessary, the Client shall make available to the Consultancy firm / agency free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultancy firm / agency's advice, if specified in Appendix E.
- b. Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultancy firm / agency. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultancy firm / agency that is consistent with the position occupied by such member, the Consultancy firm / agency may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.

**6. PAYMENTS TO THE CONSULTANCY FIRM / AGENCY**

**6.1 Total Cost of the Services**

- a. The total cost of the Services payable is set forth in Appendix D as per the Consultancy firm / agency's proposal to the Client and as negotiated thereafter.
- b. Except as may be otherwise agreed under Clause GC 2.6 and subject to Clause GC 6.1(c), payments under this Contract shall not exceed the amount specified in Appendix-D.
- c. Notwithstanding Clause GC 6.1(b) hereof, if pursuant to any of the Clauses GC 4.2(c) or 5.2 hereof, the Parties shall agree that additional payments shall be made to the Consultancy firm / agency in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GC 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause GC 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

**6.2 Currency of Payment:** All payments shall be made in Indian Rupees. [In case the payment is to be made in the currency other than Indian Rupees, the same shall be mentioned instead of Indian Rupees]

**6.3 Terms of Payment** The payments in respect of the Services shall be made as follows:

- a. The Consultancy firm / agency shall submit the invoice for payment when the payment is due as per the agreed terms. The payment shall be released as per the work related milestones achieved and as specified as per SC 10.
- b. Once a milestone is completed, the Consultancy firm / agency shall submit the requisite deliverables as specified in this Contract. The Client shall release the requisite payment upon acceptance of the deliverables. However, if the Client fails

to intimate acceptance of the deliverables or its objections thereto, within 30 days of receipt of it, the Client shall release the payment to the Consultancy firm / agency without further delay.

- c. Final Payment: The final payment as specified in SC 10 shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultancy firm / agency and approved as satisfactory by the "Client". The Services shall be deemed completed and finally accepted by the "Client" and the final report and final statement shall be deemed approved by the "Client" as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the "Client" unless the "Client", within such ninety (90) day period, gives written notice to the Consultancy firm / agency specifying in detail deficiencies in the Services, the final report or final statement. The Consultancy firm / agency shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount, which the "Client" has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract, shall be reimbursed by the Consultancy firm / agency to the "Client" within thirty (30) days after receipt by the Consultancy firm / agency of notice thereof. Any such claim by the "Client" for reimbursement must be made within twelve (12) calendar months after receipt by the "Client" of a final report and a final statement approved by the "Client" in accordance with the above.
- d. For the purpose of payment under Clause 6.3 (b) above, acceptance means; acceptance of the deliverables by the Client after submission by the Consultancy firm / agency and the Consultancy firm / agency has made presentation to the CMC / Client (Mention this if presentation is required) with / without modifications to be communicated in writing by the Client to the Consultancy firm / agency.
- e. If the deliverables submitted by the Consultancy firm / agency are not acceptable to the Client / CMC, reasons for such non-acceptance should be recorded in writing; the Client shall not release the payment due to the Consultancy firm / agency. This is without prejudicing the Client's right to levy any liquidated damages under clause 9. In such case, the payment will be released to the consultant only after it re-submits the deliverable and which is accepted by the Client.
- f. All payments under this Contract shall be made to the accounts of the Consultancy firm / agency specified in the SC.
- g. With the exception of the final payment under (c) above, payments do not constitute acceptance of the Services nor relieve the Consultancy firm / agency of any obligations hereunder, unless the acceptance has been communicated by the Client to the Consultancy firm / agency in writing and the Consultancy firm / agency has made necessary changes as per the comments / suggestions of the Client communicated to the Consultancy firm / agency.
- h. In case of early termination of the contract, the payment shall be made to the Consultancy firm / agency as mentioned here with: (i) Assessment should be made about work done from the previous milestone, for which the payment is made or to be made till the date of the termination. The Consultancy firm / agency shall provide the details of persons reasonably worked during this period with supporting documents. Based on such details, the remuneration shall be calculated based on



the man month rate as specified; (ii) A reasonable assessment of the reimbursable and miscellaneous expenses shall be made based on details furnished by the Consultancy firm / agency in this regard with supporting documents and based on the assessment of the work done and the respective rates as provided. Wherever such an assessment is difficult, the rates should be arrived at by calculating the amount on pro-rata basis. The total amount payable shall be the amount calculated as per (i) and (ii) above plus any applicable tax.

## **7. FAIRNESS AND GOOD FAITH**

**7.1 Good Faith:** The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

**7.2 Operation of the Contract:** The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GC 8 hereof.

## **8. SETTLEMENT OF DISPUTES**

**8.1 Amicable Settlement:** Performance of the contract is 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 the response of that party, clause GC 8.2 shall become applicable.

**8.2 Arbitration:** In the case of dispute arising upon or in relation to or in connection with the contract between the Client and the Consultancy firm / agency, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of 3(three) arbitrators, one each to be appointed by the Client and the Consultancy firm / agency the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach a consensus regarding the appointment of the third arbitrator within a period of 30 days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed by the Secretary of the Ministry / Department. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.

**8.3** Arbitration proceedings shall be held in India at the place indicated in SC and the language of the arbitration proceedings and that of all documents and communications

between the parties shall be English.

- 8.4** The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the Client and the Consultancy firm / agency. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.

## **9. Liquidated Damages**

- 9.1** The parties hereby agree that due to negligence of act of any party, if the other party suffers losses, damages the quantification of which may be difficult, and hence the amount specified here under shall be construed as reasonable estimate of the damages and both the parties agree to pay such liquidated damages, as defined here under as per the provisions of this Contract.
- 9.2** The amount of liquidated damages under this Contract shall not exceed **[10]**% of the total value of the contract as specified in Appendix D.
- 9.3** The liquidated damages shall be applicable under following circumstances:
- If the deliverables are not submitted as per schedule as specified in **SC10**, the Consultancy firm / agency shall be liable to pay 1% of the total cost of the services for delay of each week or part thereof.
  - If the deliverables are not acceptable to the Client as mentioned in Clause 6.3(f), and defects are not rectified to the satisfaction of the Client within 30 days of the receipt of the notice, the Consultancy firm / agency shall be liable for Liquidated Damages for an amount equal to [1]% of total cost of the services for every week or part thereof for the delay.

## **9.4 Performance Security:**

- The selected bidder, for due and faithful performance of its obligations under the Contract, shall be required to provide a "Performance Security" of the value equivalent to [ Specified in SCC] of the contract value in shape of a 'Bank Guarantee' from a scheduled bank, to ----- in favor of the Administrative officer, -----, Odisha payable at ----- within 15 days of receiving of LOA / Purchase order. The performance security shall remain valid till 2 years.
- The Performance security shall be denominated in Indian rupees.
- The performance security shall be discharged by the Purchaser within 60 days from the date of completion of contract obligation.
- The security shall be fortified in the following cases:
  - In case of agency failed to perform the service as per contract.
  - In case delay in delivering the service without any reasonable cause

## **10. Miscellaneous provisions:**

- Nothing contained in this Contract shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent.
- Any failure or delay on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.

- iii. The Contractor/Consultancy firm / agency shall notify the Client/ the Government of India of any material change in their status, in particular, where such change would impact performance of obligations under this Contract.
- iv. Each member/constituent of the Contractor/Consultancy firm /agency, in case of a consortium, shall be jointly and severally liable to and responsible for all obligations towards the Client/Government for performance of works/services including that of its Associates/Sub Contractors under the Contract.
- v. The Contractor/Consultancy firm / agency shall at all times indemnify and keep indemnified the Client/Government of India against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.
- vi. The Contractor/Consultancy firm / agency shall at all times indemnify and keep indemnified the Client/Government of India against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Contractor's/Consultancy firm / agency's) employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Contractor/Consultancy firm / agency.
- vii. The Contractor/ Consultancy firm / agency shall at all times indemnify and keep indemnified the Client/Government of India against any and all claims by Employees, Workman, Contractors, sub-contractors, suppliers, agent(s), employed engaged or otherwise working for the Contractor, in respect of wages, salaries, remuneration, compensation or the like.
- viii. All claims regarding indemnity shall survive the termination or expiry of the Contract.
- ix. It is acknowledged and agreed by all Parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the (Contractor/Consultancy firm / agency) for any engagement, service or employment in any capacity in any office or establishment of the Government of India or the Client.

#### 4. III. Special Conditions of Contract:

(Clauses in brackets {} are optional; all notes should be deleted in final text)

SC Clause	Ref. Of GC Clause	Amendments of, and Supplements to, Clauses in
		The General Conditions of Contract

1.	1.5	The addresses are:
----	-----	--------------------

1. Client:

Attention:

Facsimile:

2. Consultancy firm / agency:

Attention:

Facsimile:

2. 1.7 {insert name of member} The Authorized Representatives are:  
For the Client:  
For the Consultancy firm / agency:

3.2.1 The effectiveness conditions are the following:

- a. The contract to be signed within 15 days of intimation.
- b. Performance bank guarantees to be submitted within 15 days of contract signing.

5. 2.2 The time period shall be one months

6. 2.3 The time period shall be 15 days from effective date

7. 2.4 The time period of expiry of contract is and can be extended for further period based on performance.

8 4.5 a. The Resident Manager to be located at Bhubaneswar office of the Firm / agency to coordinate with ULB concerned / H&UD Deptt.

9. 6.1 (b) The ceiling in local currency is Rs. Lakhs

## 10. 6.3 PAYMENT AND REPORTING SCHEDULE

AS Mentioned in TOR.

11. The Arbitration proceedings shall take place in Bhubaneswar in India.

12 9.4 Performance Security shall be 5 % of the contract price.

Binding signature of Client Signed by (for and on behalf of the President of India)

Binding signature of Contractor Signed by\_ (For and on behalf of duly authorized vide Resolution

No dated of the

Board of Directors

of) In the presence of

(Witnesses)

1.

2.

## (FORMAT OF INTEGRITY PACT)

### **PRE CONTRACT INTEGRITY PACT**

This pre contract Agreement (hereinafter called Integrity Pact) is made on ..... day of .....(month & year) between Name of the ULB> represented through the and acting through The Executive Officer < Name of the ULB> hereinafter referred to as "The Employer/Buyer" which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns of the **First Part**.

**And**

M/s\_\_\_\_\_, a company/ firm/ individual (status of the company), PSU/Partnership/Joint Venture and having its registered office at represented by Shri\_\_\_\_\_, hereinafter referred to as "The Bidder/Contractor" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns of the **Second Part**.

WHEREAS the Employer proposes to procure goods/services , erect/construct, under laid down organizational procedures, contract/s for \_\_\_\_\_ (Name of the work/ goods/ services) and the Bidder/Contractor is willing to offer against NIT No\_\_\_\_\_, aforesaid proposal of the Employer.

WHEREAS the Bidder/Contractor is a private company / public company/ Government undertaking/ partnership/ consortium/ joint venture company/ Firm/ Individual (status of the Company), constituted in accordance with the relevant law in the matter and the Employer/Buyer is a ULB of Govt. Of Odisha..

### **NOW, THEREFORE,**

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to :

Enabling the Employer/Buyer to obtain the desired said (work/ goods/ services) at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and Enabling the Bidder(s)/Contractor(s) to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the Employer/buyer will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties here by agree to enter into this Integrity Pact & agree as follows:

### **1.0 Commitments of the Employer/Buyer**

1.1 The Employer undertakes that no official of the Employer, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other

advantage from the Bidder/Contractor, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The Employer will, during the pre-contract stage, treat all the Bidders/Contractors alike, and will provide to all the Bidders/Contractors the same information and will not provide any such information to any particular Bidder/Contractor which could afford an advantage to that particular Bidder/Contractor in comparison to other Bidders/Contractors.

1.3 All the officials of the Employer will report to the appropriate Authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2.0 In case any such preceding misconduct on the part of such official(s) is reported by the Bidder to the Employer with full and verifiable facts and the same is prima facie found to be correct by the Employer, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Employer and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Employer the proceedings under the contract would not be stalled.

### **3.0 Commitments of the Bidder(s)/Contractor(s)**

The Bidder(s)/Contractor(s) commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following :

3.1. The Bidder(s)/Contractor(s) will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Employer, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation/completion of the contract.

3.2 The Bidder/Contractor further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Employer or otherwise in procuring/awarding the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with Employer for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with Employer.

3.3 The Bidder(s)/Contractor(s) shall disclose the name and address of agents and representatives and Indian Bidder(s)/Contractor(s) shall disclose their foreign principals or associates.

3.4 The Bidder(s)/Contractor(s) shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

3.5 The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Employer or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.6 The Bidder/Contractor will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.7 The Bidder/Contractor will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.8 The Bidder/Contractor shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Employer as part of the business/work relationship, regarding plans, technical proposals, technical know & how and business details, including information contained in electronic data carrier. The Bidder/Contractor also undertakes to exercise due and adequate care lest any such information is divulged.

3.9 The Bidder(s)/Contractor(s) commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.10 The Bidder(s)/Contractor(s) shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.11 If the Bidder/Contractor or any employee of the Bidder/Contractor or any person acting on behalf of the Bidder/Contractor, either directly or indirectly, is a relative of any of the officers of the Employer, or alternatively, if any relative of an officer of the Employer has financial interest/stake in the Bidder(s)/Contractor(s) firm (excluding Public Ltd. Company listed on Stock Exchange), the same shall be disclosed by the Bidder/Contractor at the time of filling of tender. The term 'relative' for this purpose would be as defined in Section 2(77) of the Companies Act 2013.

3.12 The Bidder(s)/Contractor(s) shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Employer.

3.13 The representative of the Bidder(s)/ Contractor(s) signing Integrity Pact shall not approach the Courts while representing the matters to DMA and he/she will wait their decision in the matter.

3.14 In case of sub-contracting, the bidder/principal contractor shall take the responsibility of the adoption of IP by the sub-contractor.

#### **4.0 Previous Transgression**

4.1 The Bidder(s)/Contractor(s) declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect on any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India.

5.0 Earnest Money (Security Deposit) The provision regarding Earnest Money/Security Deposit as detailed in the Notice Inviting Tender (NIT) and Instruction to Bidders (ITB) section of the Bid Document is to be referred.

## **6.0 Sanctions for Violations**

6.1 Any breach of the aforesaid provisions by the Bidder/Contractor or any one employed by it or acting on its behalf shall entitle the Employer to take action as per the procedure prescribed by Government of Odisha and initiate all or any one of the following actions, wherever required:

(i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the Bidder/Contractor. However, the proceedings with the other Bidder(s)/Contractor(s) would continue.

(ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is Signed) shall stand forfeited either fully or partially, as decided by the Employer and the Employer shall not be required to assign any reason thereof.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the Contractor. The Bidder/Contractor shall be liable to pay compensation for any loss or damage to the Employer resulting from such cancellation/rescission and the Employer shall be entitled to deduct the amount so payable from the money(s) due to the Bidder/Contractor.

(iv) To encash the Bank guarantee, in order to recover the dues if any by the Employer, along with interest as per the provision of contract.

(v) To debar the Bidder/Contractor from participating in future bidding processes of ULB/ State, as per provisions of Government Of Odisha and which may be further extended at the discretion of the Employer.

(vi) To recover all sums paid in violation of this Pact by Bidder(s)/Contractor(s) to any middleman or agent or broker with a view to securing the contract.

(vii) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the Employer with the Bidder/ Contractor, the same shall not be opened/operated.

(viii) Forfeiture of Performance Security in case of a decision by the Employer to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The Employer will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (viii) of this Pact also on the Commission by the Bidder/Contractor or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder/Contractor), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.



6.3 The decision of the Employer to the effect that a breach of the provisions of this Pact has been committed by the Bidder/Contractor shall be final and conclusive on the Bidder/Contractor. However, the Bidder/Contractor can approach the DMA who is the Monitoring Authority for the purposes of this Pact.

7.0 Fall Clause - Deleted (Not applicable)

#### 8.0 Monitoring Authority

8.1 The Government has appointed DMA as Monitors Authority (hereinafter referred to as monitors) for this Pact

8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. The right to access records should only be limited to the extent absolutely necessary to investigate the issue related to the subject tender/contract.

8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform Secretary , HUDD and discontinue or take corrective action, or to take other relevant action.

8.6 The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction, to all Project documentation of the Employer including that provided by the Bidder/Contractor. The Bidder/Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractor(s). The Monitor shall be under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor(s) with confidentiality.

8.7 The Employer will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual relations between the parties.

8.8 The Monitor will submit a written report to the Secretary ,HUDD., within 8 to 10 weeks from the date of reference or intimation to him by the Employer/Bidder and should the occasion arise, submit proposals for correcting problematic situations. Secretary, HUDD may approve for taking action for any violation for Monitoring Authority to carryout.

8.9 The word "Monitor" would include both singular and plural.

9.0 Facilitation of Investigation In case of any allegation of violation of any provisions of this Pact or payment of commission, the Employer or its agencies shall be entitled to examine all the documents including the Books of Accounts of the Bidder/Contractor and the

Bidder/Contractor shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

#### 10.0 Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the state of Odisha. The arbitration clause provided in the tender document/contract shall not be applicable for any issue/dispute arising under Integrity Pact.

#### 11.0 Other Legal Actions

11.1 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

11.2 Changes and supplements as well as termination notice need to be made in writing.

11.3 If the Contractor is a partnership or a consortium or a joint venture, this pact must be signed by all partners of the consortium/joint venture.

#### 12.0 Validity

12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the Employer and the Bidder/Contractor/Seller, including warranty period & Defect Liability period as the case may be, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intention.

13.0 The Parties hereby sign this Integrity Pact as part of the contract at \_\_\_\_\_ on \_\_\_\_\_ and parties concerned are bound by it  
provisions. Employer Bidder/ Contractor

Name of the Officer (Authorised Person)

Designation (Name of the Person) Designation

Place \_\_\_\_\_ Place \_\_\_\_\_

Date \_\_\_\_\_ Date \_\_\_\_\_

Witness1. \_\_\_\_\_ Witness1. \_\_\_\_\_

(Name and address) (Name and address)

2. \_\_\_\_\_ 2. \_\_\_\_\_

(Name and address) (Name and address)

## **PROCEDURE UNDER E-TENDERING**

### **INSTRUCTIONS TO APPLICANTS**

#### **DEFINITIONS:**

- a) Tender portal: The e-Procurement Portal of Government of Odisha introduced for the process of e-Tendering which can be accessed on <https://www.tendersodisha.gov.in>.
- b) Use of valid Digital Signature Certificate of appropriate class (Class II or class III) issued from registered certifying authorities (CA) as stipulated by Controller of Certifying Authorities (CCA), Government of India such as n- Code, Sify, TCS, MTNL, e-Mudhra is mandatory for all users.
- c) For all purpose, the server time displayed in the e-Procurement portal shall be the time to be followed by all the users.

Words in capital and not defined in this document shall have the same meaning as in the Request for Proposal ("BID").

#### **1. PARTICIPATION IN BID:**

##### **1.1 PORTAL REGISTRATION:**

The Contractor/Bidder intending to participate in the bid is required to register in the portal using his /her active personal / official e-mail ID as his / her Login ID and attach his / her valid Digital signature certificate (DSC) to his / her unique Login ID. He / She has to submit the relevant information as asked for about the firm / contractor. The portal registration of the bidder / firm is to be authenticated by the State Procurement Cell after verification of original valid certificates / documents such as (i) PAN and (ii) Registration Certificate (RC) / VAT Clearance Certificate (for procurement of goods) / GST Certificate of the concerned bidder. The time period of validity in the portal is at par with validity of RC / VAT Clearance / GST Certificate. Any change of information by the bidder is to be re authenticated by the State Procurement Cell. After successful authentication bidder can participate in the online bidding process.

1.2 Bidders participating through Joint Venture shall declare the authorized signatory through Memorandum of Understanding duly registered and enrol in the portal in the name and style of the Joint venture Company. It is mandatory that the DSC issued in the name of the authorized signatory is used in the portal. For participating in the tender, the authorized signatory holding Power of Attorney shall be the Digital Signatory. In case the authorized signatory holding Power of Attorney and Digital Signatory are not the same, the bid shall be considered non-responsive.

1.3 Any third party / company / person under a service contract for operation of e-Procurement system in the State or his/their subsidiaries or their parent companies shall be ineligible to participate in the procurement process that are undertaken through the e-Procurement system irrespective of who operates the system.

#### **2. LOGGING TO THE PORTAL:**

The Contractor/Bidder is required to type his/her Login ID and password. The system will again ask to select the DSC and confirm it with the password of DSC as a second stage authentication. For each login, a user's DSC will be validated against its date of validity and against the Certificate Revocation List (CRL) of respective CAs stored in system database. The

system checks the unique Login ID, password and DSC combination and authenticates the login process for use of portal.

### **3. DOWNLOADING OF BID:**

The bidder can download the tender of his choice and save it in his system and undertake the necessary preparatory work off-line and upload the completed tender at his convenience before the closing date and time of submission.

### **4. CLARIFICATION ON BID:**

The bidder may ask question related to tender online in the e-procurement portal within the period of seeking clarification. The Officer inviting the bid /Procurement Officer-Publisher will clarify queries related to the tender.

### **5. PREPARATION & SUBMISSION OF BID**

5.1 Detailed BID may be downloaded from Tender Portal for detail study and preparation of his bid and the Application may be submitted online following the instructions appearing on the screen.

5.2 The following shall be the form of various documents in the Application:

A. Only Electronic Form (to be uploaded on the Tender Portal)

(a) Power of Attorney for signing the Application

(b) If applicable, the Power of Attorney for Lead Member of JV;

(c) Copy of Memorandum of Understanding between JV partners, if applicable.

(d) Copy of Memorandum of Understanding with Associate, if applicable.

(e) Technical proposal as per format prescribed in the RFP.

(f) Performance Security of 10% of contract value only in the form of a 'Bank Guarantee' from a scheduled bank, to Daspalla NAC within 10 days of receiving of LOA/Purchase order. The performance security shall remain valid till five years i.e., one year warranty period and four years AMC period.

(g) Price Bid as per BOQ.

(h) Other documents as per requirement of BID.

5.3 The Applicant shall upload scanned copies of the documents as specified above on the Tender Portal in designated locations of Technical Proposal and Price Bid (BOQ) before closing date.

5.4 It may be noted that the scanned copies can be prepared in file format i.e. PDF and/or JPEG only. The Applicants can upload a single file of size of 5 MB only but can upload multiple files.

5.5 The bidder shall log on to the portal with his /her DSC and move to the desired tender for uploading the documents in appropriate place one by one simultaneously checking the documents.

5.6 Bids cannot be submitted after due date and time. The bids once submitted cannot be viewed, retrieved, or corrected. The Bidder should ensure correctness of the bid prior to uploading and take print out of the system generated summary of submission to confirm successful uploading of bid.

The bids cannot be opened even by the OIT or the Procurement Officer Publisher/ opener before the due date and time of opening.

5.7 Each process in the e-procurement is time stamped and the system can detect the time of log in of each user including the Bidder.

5.8 The Bidder should ensure clarity / legibility of the document uploaded by him to the portal.

5.9 The system shall require all the mandatory forms and fields filled up by the contractor during the process of submission of the bid/tender

5.10 The bidder should check the system generated confirmation statement on the status of the submission.

5.11 The Bidder should upload sufficiently ahead of the bid closure time to avoid traffic rush and failure in the network.

5.12 The tender inviting officer is not responsible for any failure, malfunction or breakdown of the electronic system used during the e-procurement process.

5.13 The Bidder is required to upload documents related to his eligibility criteria and qualification information and Price Bid (BOQ) duly filled in.

5.14 The Bidder will not be able to submit his bid after expiry of the date and time of submission of bid (server time). The date and time of bid submission shall remain unaltered even if the specified date for the submission of bids declared as a holiday for the Officer Inviting the Bid.

## **6. SIGNING OF BID:**

The 'online bidder' shall digitally sign on all statements, documents, certificates uploaded by him, owning responsibility for their correctness /authenticity as per IT ACT 2000. If any of the information furnished by the bidder is found to be false / fabricated / bogus, his EMD / Bid Security shall stand forfeited & his name shall be recommended for blocking of portal registration and the bidder is liable to be blacklisted.

## **7. SECURITY OF BID SUBMISSION:**

7.1 All bid uploaded by the Bidder to the portal will be encrypted.

7.2 The encrypted Bid can only be decrypted / opened by the authorized openers on or after the due date and time.

## **8. RESUBMISSION AND WITHDRAWAL OF BIDS:**

8.1 Resubmission of bid by the bidders for any number of times before the final date and time of submission is allowed.

8.2 Resubmission of bid shall require uploading of all documents including price bid afresh.

8.3 If the bidder fails to submit his modified bids within the pre-defined time of receipt, the system shall consider only the last bid submitted.

8.4 The bidder should avoid submission of bid at the last moment to avoid system failure or malfunction of internet or traffic jam or power failure etc.

8.5 The Bidder can withdraw his bid before the closure date and time of receipt of the bid by uploading scanned copy of a letter addressing to the Procurement Officer Publisher (Officer Inviting Tender) citing reasons for withdrawal. The system shall not allow any withdrawal after expiry of the closure time of the bid.

## **9 OPENING OF THE BID:**

9.1 Bid opening date and time is specified during tender creation or can be extended through corrigendum. Bids cannot be opened before the specified date & time.

9.2 All bid openers have to log-on to the portal to decrypt the bid submitted by the bidders.

9.3 The bidders & guest users can view the summary of opening of bids from any system. Contractors are not required to be present during the bid opening at the opening location if they so desire.

9.4 In the event of the specified date of bid opening being declared a holiday for the Officer inviting the Bid, the bids will be opened at the appointed time on the next working day.

9.5 Combined bid security for more than one work is not acceptable.

## **10. EVALUATION OF BIDS:**

10.1 All the opened bids shall be downloaded and printed for taking up evaluation.

The officer authorized to open the tender shall sign and number on each page of the documents downloaded and furnish a certificate that "the documents as available in the portal containing--- nos of pages".

10.2 The bidder may be asked in writing/ online to clarify on the uploaded documents provided in the Technical Bid, if necessary, with respect to any doubts or illegible documents. The officer inviting tender may ask for any other document of historical nature during Technical evaluation of the tender. Provided in all such cases, furnishing of any document in no way alters the Bidder's price bid. Non submission of legible documents may render the bid non-responsive.

10.3 The bidders will respond in not more than 7 days of issue of the clarification letter, failing which the bid of the bidder will be evaluated on its own merit.

10.4 The Technical evaluation of all the bids shall be carried out as per information furnished by Bidders.

10.5 The Procurement Officer-Evaluators; will evaluate bid and finalize list of responsive bidders.

10.6 The financial bids of the technically responsive bidders shall be opened on the due date of opening. The Procurement Officer-Openers shall log on to the system in sequence and open the financial bids.

10.7 The Financial Bid will be opened on the notified date & time in the presence of bidders or their authorized representative who wish to be present.

10.8 At the time of opening of “Price Bid (BOQ)”, bidders whose technical bids were found responsive and qualified will be opened.

10.9 The responsive bidders’ name, bid prices will be announced.

10.10 Procurement Officer-Openers shall sign on each page of the downloaded Price Bid (BOQ).

10.11 Bidder can witness the principal activities and view the documents/summary reports for that particular work by logging on to the portal with his DSC from anywhere.

10.12 System provides an option to Procurement Officer Publisher for reconsidering the rejected bid with the approval of Authority in H&UD Dept, Government of Odisha.

10.13 The L-1 bidder shall have to produce the original documents in support of the scanned copies and statements uploaded in the portal within 7 days of opening of price bid.

#### **DISCLAIMER**

The Applicant must read all the instructions in the BID and submit the same accordingly.