

# Request for Proposal

*for*

**“SELECTION OF A SURVEY AGENCY FOR SURVEY AND COLLECTION OF URBAN UTILITY DATA (INCLUDING SPATIAL), DATA VALIDATION & DATA ENTRY FOR DEVELOPMENT OF URBAN SUSTAINABILITY ASSESSMENT FRAMEWORK OF URBAN AREAS UNDER JAJPUR MUNICIPALITY”**

**RFP invited by**  
Executive Officer, Jajpur Municipality, Jajpur, Odisha



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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 bidders 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 annexure/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.

Information provided in this RFP to the Bidder/s is on a wide range of matters, some of which depend upon interpretation. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law.

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“**CLIENT**” accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein. “**CLIENT**”, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way during the Bidding Process.

“**CLIENT**” also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

“**CLIENT**” may in its absolute discretion at any time, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP. “**CLIENT**” may also withdraw or cancel the RFP at any time without assigning any reasons thereof.

“**CLIENT**” reserves the right, without any obligation or liability, to accept or reject any or all applications, at any stage of the selection process, to cancel or modify the process or any part thereof, or to vary any or all the terms and conditions at any time, without assigning any reason whatsoever.

The issue of this RFP does not imply that “**CLIENT**” is bound to select service provider or to appoint the successful service provider, as the case may be. “**CLIENT**” reserves the right to reject all or any of the Bidder/s or Bids without assigning any reason whatsoever. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by “**CLIENT**” or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and “**CLIENT**” shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

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## 1 INTRODUCTION

### 1.1 BACKGROUND

Jajpur is located at 20.85°N 86.33°E and has an average elevation of 8 metres (26 ft). The climate of Jajpur Municipality is normal as per Indian standards. All the seasons arrive in the Municipality at their usual time. The Municipality's average height from the sea level is 331 m and its average rain fall is 1014.5 mm. The average maximum and minimum temperatures are 40 degree C and 10 degree C respectively. Overall, the climate of the Municipality 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 town receives most of its rainfall from the South West Monsoon. The annual rainfall is around 1014.5 mm. The winter season from November to February is characterized by mild temperatures and occasional showers.

#### JAJPUR TOWN

Jajpur town is situated at a distance of 120 Kms away from state capital. The National Highway No.5 is connected from Panikoili at a distance of 20 Km. The town is located at 860 – 20' East and 200 -15' North. Jajpur town is the Municipality head quarter of Jajpur Municipality. A perennial river Baitarani is flowing in the Eastern side of Jajpur Municipality.

### 1.2 OBJECTIVES

The primary objective of the project is to assess the performance of urban areas in terms of availability of drinking water and sanitation facilities along with safety, transportation, environmental condition and disaster management preparedness:

With this background, the Government has decided to engage a professional survey agency (hereinafter “the agency”) to provide necessary input data to analyse the various performance indicator on urban livelihood.

### 1.3 OVERVIEW OF BIDDING PROCESS

Bidders are called upon to submit their RFP proposals in respect of the Project, in accordance with the formats, terms and conditions of the RFP. The RFP will be available for download, free of cost, at <https://jajpur.nic.in/>. All Bidders must submit a sum of **Rs.6,000/-**(Rupees Six thousand only) towards the cost of the RFP Document in the form of Demand Draft only in favour of “**Executive Officer, Jajpur Municipality,**”, payable at Jajpur town from any Nationalised or Scheduled Bank.

The selection of the Preferred Bidder for this Project is envisaged through a single-stage process involving evaluation of two-part Proposals received from Bidders covering:

- a. Part I – Technical Bid
- b. Part II – Financial Bid

The RFP proposals would be evaluated in two steps in line with the Evaluation Process described in this RFP. The first step involves evaluation of **Part I – “Technical Bid”** of Bidders. The Technical Bid evaluation will be carried out as per the criteria laid down in this RFP. The Financial Bid of bidders who does not qualify at the Technical Evaluation stage, will be returned unopened at the end of the Bid Process.

The second step involves opening of **Part II – “Financial Bid”**. The Financial Bid of those Bidders who are technically qualified will be opened.

#### 1.4 INDICATIVE SCHEDULE OF BIDDING PROCESS

While **Executive Officer, Jajpur Municipality** reserves the right to change / modify the steps and the timelines of the bidding schedule as necessary, it shall endeavour to adhere to the bidding schedule provided in the below table:

S. No	Descriptions	Tentative Timelines
1	Date of issue of RFP document	08 <sup>th</sup> July 2021
2	Proposal submission last Date	19 <sup>th</sup> July 2021 on or before 03.00 PM
3	Opening of Technical Bids and Financial Bids	19 <sup>th</sup> July 2021 on 04.00 PM

#### 1.5 AMENDMENT OF RFP

At any time prior to the deadline for submission of Proposal, **Executive Officer, Jajpur Municipality** may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addendum to the RFP. **Executive Officer, Jajpur Municipality** may also on its own initiative, issue interpretations and clarifications to all Bidders.

Any Addendum thus issued will be uploaded <https://jajpur.nic.in/>. All clarifications and interpretations issued by **Executive Officer, Jajpur Municipality** thus shall be deemed to be part of the RFP.

Verbal clarifications and information given by **Executive Officer, Jajpur Municipality** or its employees or representatives shall not in any way or manner be binding on **Executive Officer, Jajpur Municipality**.

In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the **Executive Officer, Jajpur Municipality** may, at its own discretion, extend the Proposal Due Date.

## 2 INSTRUCTIONS TO BIDDERS

**Executive Officer, Jajpur Municipality** under Government of Odisha intends to engage a survey agency to collect required inputs data through field survey and data collection from various agencies/offices. The detailed procedure for submission of BID along with the bid process has been given in this of the RFP document. The prescribed format for submission of BID is at **Annexure-I**.

The detailed description of the scope of services, deliverables and other requirements relating to this survey and data collection are specified in this RFP. In case the Bidder firm possesses the requisite experience and capabilities required for undertaking the job, it may participate in the Selection Process as an individual (the “Sole Firm”). No Joint Venture, Consortium of firms and Sub-Consultancy is allowed in response to this invitation. The term Bidder (the “Applicant”) means the Sole Firm. 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 **Executive Officer, Jajpur Municipality** through the Selection Process specified in this RFP.

### 2.1 Earnest Money Deposit (EMD)

The bidder must furnish, as part of the technical proposal, an EMD amounting to Rs.10,000/- (Rupees Ten thousand Only)in the form of Demand Draft only drawn in favour of “**Executive Officer, Jajpur Municipality,**”, payable at Jajpur town from any Nationalised or Scheduled Bank 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 bid security 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 bid security in time.
- Any other circumstance which holds the interest of the Client during the overall selection process.

### 2.2 SCOPE OF WORK

The scope of work of the project is divided into the following tasks:

#### 2.2.1. Task 1: Survey and data collection of urban areas data including spatial information:

- I. The agency has to collect the required (clause 2.2.1.IV) data from the field (urban areas), assess it and make necessary validation for quality checking.
- II. In most of the cases, the agency has to collect the data from respective Govt. offices/institution like the office of the Municipal Corporation/ Municipality/ Town

Planning/ Executives Engineer/ Assistant Engineer/ Junior Engineer, etc. In some cases, the agency has to collect the required data and information from external sources like Census Data 2011, etc.

- III. The agency has to earmark the **Unit, Type of Data, Data Source, Reference Year, Comments /Remarks** with each collected input data.
- IV. The data to be collected under following sectors:
  - A. **DEMOGRAPHIC DATA**
    - I. **Details on city demographics in 2019-**
      - i. Population of the city in 2019
      - ii. Number of Households in the city
      - iii. Number of properties registered in the city
      - iv. Number of properties as per city GIS database
      - v. Area of the city under ULB jurisdiction in 2019
      - vi. Built up area in the city in 2019
      - vii. Number of wards in the city in 2019
    - II. **Details on city demographics in 2011-**
      - i. Population of the city in 2011
      - ii. Number of Households in 2011
      - iii. Male Population residing in the city
      - iv. Female Population residing in the city
      - v. Number of females age 7 and above in the ULB
      - vi. Number of literate females age 7 and above in the ULB
      - vii. Number of people aged 0-14 residing within ULB
      - viii. Number of people aged 15-64 residing within ULB
      - ix. Number of people aged 65 and above residing within ULB
      - x. Population of the city in 2001
      - xi. Population of the city in 1991
      - xii. Projected Population for the city in 2021
      - xiii. Projected Population for the city in 2031
  - B. **URBAN FORM, PUBLIC SPACE AND SAFETY**
    - I. **Details on Safety-**
      - i. Length of roads in the ULB covered by streetlights
    - II. **Details on built up area in the city-**
      - i. Built-up area of the city in year 2000 (spatial)
      - ii. Population of the city in year 2000 (spatial)
      - iii. Built-up area of the city in year 2014 (spatial)
      - iv. Population of the city in year 2014 (spatial)
    - III. **Details on agriculture land in the city-**
      - i. Area under agriculture use as per the existing land use plan
      - ii. Area under agriculture use in the proposed land use plan
    - IV. **Details on green spaces, open spaces & parks in the city-**
      - i. Total area under open spaces (includes recreational space, organised green, other common open spaces such as vacant lands/ open spaces including flood plains, forest cover etc. in plain areas.) in the city
      - ii. Population residing within a distance of 500 m from the nearest park, public open space (spatial)
  - C. **HOUSING AND PROPERTY**
    - I. Number of households residing in slums /squatter settlements
    - II. Area under slums or informal settlements within ULB
  - D. **WATER**
    - I. Total Households with piped connections
    - II. Total water supplied in the ULB per day
    - III. Total number of water samples collected in a month

- IV. Number of samples that meet the specified potable water standards in the month
  - V. Total water produced and put into the transmission and distribution system
  - VI. Total Water Sold
  - VII. Existence of water resources assessment and management Plan prepared in the last five years
- E. SANITATION**
- I. Total sewage generated in the ULB
  - II. Total sewage treated in the city
  - III. Total number of households with access to toilets in the ULB
  - IV. Total number of properties with direct connection to the sewage network (Properties include those in the categories of residential, commercial, industrial and institutional.)
  - V. Total treated effluent wastewater samples collected in a year
  - VI. Total treated effluent wastewater samples that passed the specified secondary treatment standards in a year
  - VII. Total wastewater recycled or reused after appropriate treatment
- F. SOLID WASTE MANAGEMENT**
- I. Total Municipal Solid Waste generated in the city
  - II. Total Wet Waste collected by the ULB
  - III. Total Dry Waste collected by the ULB
  - IV. Total waste processed
  - V. **Quantity of waste processed/utilised in-**
    - i. Total wet waste processed in the city
    - ii. Total quantity of waste used for energy recovery (incineration) by the ULB
    - iii. Total quantity of dry waste that is separated and classified for recycling/material recovery by the ULB
    - iv. Availability/status of Remediation and scientific landfill closure of existing dumpsites undertaken by the ULB
- G. TRANSPORTATION**
- I. **Details on urban roads-**
    - i. Total length of road in the ULB
  - II. **Details on coverage of modes of transportation-**
    - i. Total number of buses in the public transportation fleet in the ULB
    - ii. Total number of buses with clean fuel technologies
    - iii. Total ridership of public transportation in current year
    - iv. Total ridership of public transportation in previous year
    - v. Total length of the city roads with dedicated bicycle tracks
    - vi. Total length of major road network (arterial & sub arterial) in the city
    - vii. Total length of major roads in the city with footpath (width>1.2m) on one side of the road
    - viii. Total length of major roads in the city with footpath (width>1.2m) on both side of the road
    - ix. Percentage of population residing within a distance of 500 m from the nearest public transit stop within ULB
- H. SOCIAL FACILITIES AND SERVICES**
- I. **Under-five mortality rate-**
    - i. Population residing within a distance of 800 m from the nearest healthcare facility within ULB
  - II. **Education-**
    - i. Population residing within a distance of 800 m from primary or Secondary school within ULB

- I. ENVIRONMENT AND ECOLOGY**
  - I. Does the city have Pollutant Monitoring, Planning and Implementation of Clean Air Action Plan?
  - II. Does the city have or has the city planned for GHG emissions measurement and monitoring systems?
  - III. Total CO2 equivalent emissions for the reference year
  - IV. Area of tree cover in the ULB
  - V. Extent to which city is acting for protection, conservation and management of urban biodiversity
  - VI. Number of structural and financial incentives for green buildings implemented
- J. CLEAN ENERGY**
  - I. Number of households in the city having LPG/PNG connection
  - II. Details on energy consumption-**
    - i. Total energy consumption in the ULB
    - ii. Total population using clean fuel technologies
    - iii. Total electrical energy consumption (in kWh) from all on-grid renewable energy sources and is used in the city
    - iv. Cumulative installed capacity (in KW) of off grid renewable energy sources for self-consumption
    - v. Total connected electrical load (in KW) in the city)
  - III. Details on Streetlights-**
    - i. Total number of street lights in the ULB
    - ii. Number of LED street lights in the ULB
- K. DISASTER RISK MANAGEMENT**
  - I. Presence of Disaster Management Plan at city level and year of preparation
  - II. Existence of hazard vulnerability maps/risk maps (at city level) prepared / updated in the last five years for the main hazards threatening the city (Y/N)
  - III. Number of households at high risk to natural disasters in the ULB
  - IV. Number of buildings in the ULB (spatial)
  - V. Number of buildings in the ULB located within a distance of 4km from a fire service facility (fire station/sub-fire station/fire post) (spatial)
- L. GOVERNANCE AND DATA MANAGEMENT**
  - I. Number of planners working in the ULB
  - II. Year in which the enforced master plan was last reviewed and updated
  - III. Number of services being managed through a command & control system in the ULB?
  - IV. Number of functions being implemented by ULB out of 18 functions stipulated in the Twelfth schedule of Indian constitution.
  - V. Existence of Geographic information System (GIS) based Master Plan for the city
- M. FINANCE AND ECONOMY**
  - I. Latest Credit Rating of the ULB
  - II. Total actual revenue in 2018-19
  - III. Details on Property Taxes-**
    - i. Total Property Tax billed in the financial year
    - ii. Total Property Tax collected in the financial year
  - IV. Details on ULB financials**
    - i. Total grants received from central and state government in the financial year 2018-19
  - V. Details on GDP of the city-**
    - i. GDP (Price deflated) of the city in 2019
    - ii. GDP (Price deflated) of the city in 2015

### **2.2.2. Geographic survey of spatial information along with Data validation and quality checking and data entry**

There are 8 spatial input parameters likes Built up Ares in the City, Numbers of Building in the City, locating out fire stations, park, public transit post that requires geo coordinates (Lat-Long) over a GIS map for which a GIS based social survey is required. The selected agency has to conduct a fresh GIS survey for following points.

I. To conduct GIS based household survey of each household in the city with necessary information like

#### **A. Household Survey**

- Latitude & Longitude of the house/Building
- Name of Head of the Household [HOH]
- HOH Mobile Number
- House Number
- House/Building Address
- Building Type [Pucca/ Semi Pucca/ Others]
- Building Used for [Residential/ Commercial/ Others]
- Family members (numbers)
- Water Supply Sources [Piped WS or Others]
- Water Supply Connection Number [if available]
- Water Meter [Yes or No]
- Water Demand [approximate]
- Sewerage Facility [Yes or No]
- If other

#### **B. City POIS Survey**

- City boundary [if requires]
- City public transit points
- Park
- Fire station/ Fire sub-station/ Fire post
- Hospital points [if requires]
- Education Centres [if requires]

II. The agency has to use the either QGIS or ArcGIS software to formulate the GIS map and calculate the necessary GIS level operation to find out the following information:

- Built-up area of the city
- Population of the city
- Population residing within a distance of 500 m from the nearest park, public open space
- Percentage of population residing within a distance of 500 m from the nearest public transit stop within ULB
- Number of buildings in the ULB

- Number of buildings in the ULB located within a distance of 4km from a fire service facility (fire station/sub-fire station/fire post)

III. The agency has to submit these spatial data and information submitted in the form of SHAPE files

### 2.3 CONTRACT AND PAYMENT TERMS

The agency will be paid as per the completion of the milestone of the work assigned for. Payment terms will be within 30 days of submission of the invoice. Please refer **Annexure XI** for Standard Conditions of Contract.

Milestone No.	Work Completion	% of Payment
1	Data Collection from various agencies	30%
2	GIS Survey	40%
3	Data Entry	20%
4	Exit Process	10%

### 2.4 BIDDING PROCEDURE

The Bidder fulfilling the eligibility conditions as laid down in Section 3.1 in this RFP shall submit the Bids in Two separate covers (as per the format given in Annexure I to X), as follows:

**Cover (A)** would include the Technical Bid i.e. the proposal and documents in support of the eligibility conditions as mentioned above (Annexure-1 to VIII & X).

**Cover (B)** would include the Financial Bid as per Annexure-IX.

### 2.5 SUBMISSION OF BIDS

The **two envelopes** separately marked as (Technical Bid and Financial Bid) should be enclosed in a large cover super-scribed as “RFP for Selection of a Survey Agency for Survey and Collection of Urban Utility Data (Including Spatial), Data Validation & Data Entry for Development of Urban Sustainability assessment framework of urban areas under Jajpur Municipality – Technical Bid / Financial Bid”. EMD and RFP document fee shall be submitted in the Technical Bid envelope.

The Bidders shall submit two copies of the proposal in separate envelopes marked “**Original**” and “**Copy**” respectively. In the event of any discrepancy between the original and copy, the original shall prevail. The envelopes shall be addressed to the following:

“**Executive Officer, Jajpur Municipality,**”

Jajpur Town, Odisha-755001

Every sheet and all forms complete in all respect shall be signed by the person / persons duly authorized to sign on behalf of the applicants. Any / all corrections made in the offer shall be duly authenticated by the signature of the authorized signatory.

Note: Since the logistics / courier network has been heavily impacted due to the COVID-19 lockdowns, Bidders are allowed to make “by-hand” submission of the Bids.

## 2.6 COST OF PROPOSAL

The Bidder shall bear all costs associated with the preparation and submission of its Proposal, including data collection, analysis, design, etc. Neither **Executive Officer, Jajpur Municipality** nor any of its consultants / advisors will be responsible or liable for any such costs, regardless of the conduct or outcome of the bidding process.

## 2.7 LANGUAGE AND CURRENCY

The Proposal and all related correspondence and documents in relation to the Bidding Process shall be in English language. The currency for the purpose of the Proposal shall be Indian Rupee only.

## 2.8 NUMBER OF PROPOSALS

A Bidder shall submit only one Proposal as part of this bidding process. Any entity that submits or participates in more than one Proposal will cause all the Proposals in which the entity has participated to be disqualified.

## 2.9 PERIOD OF ASSIGNMENT

The tenure of assignment / contract would be for a period of **3 (Three)** months from the date of signing of agreement. The authority reserves the right to extend the tenure of the assignment, if required.

## 2.10 VALIDITY OF BID

The fresh application Bid shall be valid for a period of **180 days** from the last date of submission of application.

## 2.11 BID SECURITY

After selection of preferred bidder, the amount of EMD shall be refunded to the unsuccessful bidders. The EMD of the successful Bidder shall be retained by **Executive Officer, Jajpur Municipality** till it has furnished the Bid Security. The Bid Security shall be submitted to **Executive Officer, Jajpur Municipality** within 15 days of issuance of Letter of Award (LoA).

The Bid Security shall be obtained from the selected agency in the form of Demand Draft to the tune of 5% of the contract value drawn in favour of "**Executive Officer, Jajpur Municipality**", payable at Jajpur town from any Nationalised or Scheduled Bank.

## 2.12 FINANCIAL BID

The agency should quote lump sum fee for the survey and data collection services. This shall be excluding the applicable taxes. The bidders are advised to follow the format of Financial Bid as per Annexure IX of the RFP.

## 2.13 WITHDRAWAL / AMENDMENT OF BID

At any time prior to the last date of receipt of Bids, the Department, may for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP document by an amendment. In order to provide prospective Bidder reasonable time in which to take the amendment into account in preparing their Bids, the Department may at its discretion, extend the last date for receipt of Bids and/or make other

changes in the requirements set out in the invitation to RFP. The **Executive Officer, Jajpur Municipality** reserves the right to withdraw the RFP at any stage without any liability or any obligation for such withdrawal, without assigning any reasons.

#### **2.14 REJECTION OF APPLICATION/ BID**

The application / Bid for appointment as Project Advisor are liable to be rejected, if:

- a. It is not received in proper sealed cover with superscription as indicated above.
- b. It is not in prescribed form and not containing all required details/ information/ documents.
- c. It is not properly signed.
- d. It is received after the due date and time.
- e. Bid is received by telex, fax, telegram or e-mail.
- f. Bid received without cost of Bid document and Bid Security.
- g. **Executive Officer, Jajpur Municipality** reserves the right to: To reject any/all application without assigning any reasons thereof. To relax or waive any of the conditions stipulated in this document as deemed necessary in the best interest of **Executive Officer, Jajpur Municipality**. To include any other items in the Scope of Work at any time after consultation in the pre-Bid meeting or otherwise during the course of implementation of the mentioned scope of work.

#### **2.15 LATE PROPOSALS**

Proposals received by the **Executive Officer, Jajpur Municipality** after the specified time on Bid Submission shall not be eligible for consideration and shall be summarily rejected.

#### **2.16 DOWNLOAD OF RFP DOCUMENT**

The RFP document can also be downloaded from the Municipality portal website [www.jajpur.nic.in](http://www.jajpur.nic.in)

#### **2.17 BID SUBMISSION**

The proposals / bids may be addressed to The **Executive Officer, Jajpur Municipality** Jajpur, Odisha. The complete proposal / bid should reach the office of The **Executive Officer, Jajpur Municipality** Jajpur on or before 3:00 PM on 13<sup>th</sup> July 2021.

#### **2.18 DISQUALIFICATION**

The Bidder shall be disqualified if it is discovered that it has wrongly stated/manipulated the facts and figures in the proposal at any stage before the award of the assignment. Any Bidder trying to influence the evaluation process by any means shall be disqualified. EMD would be forfeited in such a case.

### **3 EVALUATION PROCESS**

#### **3.1 ELIGIBLE AGENCIES**

The agencies intending to bid for the engagement of Project shall fulfil the following eligibility conditions:

- a. The bidder should be a Company/ Firm / LLP registered in India with a track record of providing socio economic survey/ GIS based survey with data entry service for at least 5 years as on March 31, 2021

- b. The bidder should have a Minimum Turnover of INR 50,00,000/- [Fifty lakhs] from socio economic survey/ GIS based survey with data entry service during the last 3 (three) preceding financial years i.e., FY 2017-18, FY 2018-19 and FY 2019-20 (Supported by duly audited balance sheet and statutory auditor certificate).
- c. The bidder should have experience of carrying out DGPS based in the field of Water Supply/ Sanitation/ Town planning/ Smart City project/ Urban Development in last 5 years. The bidders having working (survey & data collection) experience in the field of Water Supply/ Sanitation & Waste Management/ Socio Economic survey/ Transportation/ Utility services/ Environment & Ecology/ Clean Energy/ Governance and Data Management will be given more preference.
- d. The bidder should have a licensed machinery and applications / softwares for Office Software, GIS and CAD design to be used during this project. They shall submit the proof of such hardware / machinery and software.
- e. The bidder should have valid PAN, GST, EPS and ESIC registration, copies of these documents need to be attached in Technical Bid documents.
- f. The bidder should have experience (ongoing / completed projects) of working in Urban Local Buddies/ Municipality/ Municipal Corporation at International/ Central / State / Local level (Documentary evidence issued in the name of the bidding entity / consortium in the form of Signed Agreements / Work Order / Letter of Award (LoA) Certificate from Client.
- g. The Experience of working for International / Gol / state / other government agencies / Multilateral Financial Institution (UN, World Bank, ADB, GIZ, etc.) in the township domain (including experience in housing / township development, policies, building plan) during the past 5(five) years with relevant organizations including Urban & Housing Department / Ministry, Development Authorities, Municipalities, Govt. Construction agencies / PSUs etc. (Documentary evidence issued in the name of the bidding entity in the form of Signed Agreements / Work Order / Letter of Award (LoA) Certificate from Client)

### 3.2 KEY PERSONNEL

The Project team will comprise the following Professionals:

SN	Professional	Number s	Experienc e	Qualifications	Location
1	Project Manager cum Coordinator	1	10 years	Master's degree in Management/ Engineering or other related field/ Experience of working on government consulting assignments for housing and other related projects and leading the team.	Off-site

2	GIS Analyst	1	10 years	Master's degree in GIS & Remote Sensing/ Geology or other related field Experienced of working and leading GIS teams.	Off-site
3	Survey Analyst	2	5 Years	Graduate in Social Science/ Works	Off-site
4	Surveyors	10	2 Years	Diploma or ITI or any Graduation and having adequate experience of similar work.	On-site

The Client reserves the right to engage a greater number of resources to meet the emerging requirements of the program. In such an eventuality, the additional resources shall be deployed by the consultant at a rate applicable for similar resources and as per the Person-month rates in the financial bid.

### 3.3 BID EVALUATION

The firm will be selected based on QCBS (Quality Cost Base Selection) method; combined Techno-Financial evaluation of the proposal in the ratio of 80% (Technical) and 20% (Financial).

The financial bids will be evaluated on a score 0 to 20. L1 will get 20 marks and the others will get marks in proportion to L1. Thus, if the quote of L1 is Rs. X and L2 is Rs. Y, then L2 will get  $Y/X \times 20$  marks.

Commercial bids with less than 70% cost of average lumpsum cost, shall be disqualified. Average lumpsum cost shall be calculated as the average cost of upto four (4) of the lowest bidders, excluding the cost of L1.

For example, 4 bidders namely A, B, C and D have quoted Rs 100, 110, 120 and 50 respectively as lumpsum cost. The average lumpsum cost shall be  $(100+110+120) / 3 = 110$ . The cost quoted by D (Rs 50) is less than 70% of the average cost of Rs 110. Thus, the commercial bid of D shall be rejected. In this case, cost quoted by A (Rs 100) shall be considered as L1.

The successful applicant shall be the applicant having the highest combined score. In the event two or more proposals have the same scores in the final ranking, the proposal with the highest technical score should be ranked first.

### 3.4 EVALUATION CRITERIA

The technical Bid will be evaluated on a scale of 100, and the breakup for each criterion would be as follows:

S. No	Criteria	Marks
<b>1</b>	<b>Technical qualifications – Firms Experience: 40 marks</b>	
1. a	Annual Average Turnover for the last three (3) years: 10 marks for the bidder with highest average	Max 20 marks for highest turnover   20 marks

	<p>annual turnover. Other bidders shall be awarded prorated marks as per the below illustration</p> <table border="1"> <thead> <tr> <th>Bidder</th> <th>Min. Avg. Annual Turnover (of Last Three Years)</th> <th>Marks assigned for this Criteria (Max. Marks: 10)</th> </tr> </thead> <tbody> <tr> <td>X</td> <td>INR 50Lakhs</td> <td>10</td> </tr> </tbody> </table> <p>Above requirement shall be demonstrated by submitting audited financial statements for the last three (3) years.</p>	Bidder	Min. Avg. Annual Turnover (of Last Three Years)	Marks assigned for this Criteria (Max. Marks: 10)	X	INR 50Lakhs	10		
Bidder	Min. Avg. Annual Turnover (of Last Three Years)	Marks assigned for this Criteria (Max. Marks: 10)							
X	INR 50Lakhs	10							
1. c	<p>Experience of carrying out DGPS based in the field of Water Supply/ Sanitation/ Town planning/ Smart City project/ Urban Development in last 5 years. The bidders having working (survey &amp; data collection) experience in the field of Water Supply/ Sanitation &amp; Waste Management/ Socio Economic survey/ Transportation/ Utility services/ Environment &amp; Ecology/ Clean Energy/ Governance and Data Management will be given more preference.</p>	2.5 marks for each assignment	10 marks						
1. d	<p>Experience of program management, business The bidder should have a licensed Hardware/software for DGPS, Office Software, GIS and CAD design to be used during this project. They shall submit the proof of such software.</p>	2.5 mark for each Product application	10 marks						
1. e	<p>The Experience of working for International / Gol / state / other government agencies / Multilateral Financial Institution (UN, World Bank, ADB, GIZ, etc.) in the township domain (including experience in housing / township development, policies, building plan) during the</p>	2.5 marks for	20 marks						

	past 5 (five) years with relevant organizations including Urban & Housing Department / Ministry, Development Authorities, Municipalities, Govt. Construction agencies / PSUs etc. (Documentary evidence issued in the name of the bidding entity in the form of Signed Agreements / Work Order / Letter of Award (LoA) Certificate from Client)	
	Development Authorities, Municipalities, Govt. Construction agencies / PSUs etc.	Each Similar Assignment X 8
<b>2 Team qualifications: 20 marks</b>		
2. a	Project Manager cum Coordinator	10.0
2. b	GIS Analyst	5.0
2. c	Survey Analyst	2.5
2. d	Surveyor	2.5
<b>3 Evaluation of A&amp;M and Technical Presentation: 40 marks</b>		
3. a	Assessment of Approach & Methodology: Approach & Methodology indicated in the proposal, the proposed team along with work plan based on the terms of reference highlighting the job responsibility of each team member.	10 marks
3. b	Technical Presentation: The bidders shall be invited for a Power Point presentation in front of the committee to be formed by the client to evaluate the presentation	10 marks

Evaluation criteria for key personnel

Particulars	% weightage
Requisite academic qualification	20
Requisite length of experience	20
Relevant professional experience in the sector	30
Experience relevant to ToR	30

Only those bidders who score more than 70% marks in the technical evaluation will be considered for financial evaluation.



**TECHNICAL BID SUBMISSION FORM**

To

**Executive Officer, Jajpur Municipality**

**Sub:** Selection of a Survey Agency for Survey and Collection of Urban Utility Data (Including Spatial), Data Validation & Data Entry for Development of Urban Sustainability Assessment Framework of Urban Areas under Jajpur Municipality.

**Dear Sir,**

We, the undersigned, offer to provide services for the captioned assignment in accordance with your Request for Proposal dated [Insert Date] and our Bid. We are hereby submitting our Bid, which includes this Technical Bid, and a Financial Bid sealed under separate envelopes.

We hereby declare that all the information and statements made in this Bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Bid, i.e., before the Bid Due Date mentioned in the Data Sheet of the RFP, we undertake to negotiate on the basis of the proposed staff. Our Bid is binding upon us and subject to the modifications resulting from contract negotiations. We understand you are not bound to accept any Bid you receive.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm: Address:

**DECLARATION**  
(On Applicant's Letter Head)

To

**Executive Officer, Jajpur Municipality**

**Sub:** Selection of a Survey Agency for Survey and Collection of Urban Utility Data (Including Spatial), Data Validation & Data Entry for Development of Urban Sustainability Assessment Framework of Urban Areas Under Jajpur Municipality

**Sir,**

- 1) With reference to the RFP for ....., dated ....., I/we, having examined the RFP and understood their contents, hereby submit my/our Bid for the captioned assignment. The Bid is unconditional and unqualified.
- 2) All information provided in the Bid and in the Appendices is true and correct.
- 3) This statement is made for the purpose of qualifying as a bidder for undertaking the captioned assignment.
- 4) I / We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
- 5) I / We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
- 6) We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
- 7) We certify that we have not been barred by **Executive Officer, Jajpur Municipality**, Government of Odisha (GoO), or any other state government in India (SG) or Government of India (Gol), or any of the agencies of GoO / SG / Gol from participating in their projects.
- 8) I / We have examined and have no reservations to the RFP, including any Addendum issued by the Authority.
- 9) I / We do not have any conflict of interest in accordance the RFP document;
- 10) I / We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or as defined in the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State
- 11) I / We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- 12) I / We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the bidders to Bid for the captioned assignment, without incurring any liability to the bidders, in accordance with the RFP.
- 13) I / We declare that we are not a Member of any other firm submitting a Bid for the captioned assignment.

- 14) I / We certify that we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the captioned assignment.
- 15) I / We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
- 16) I / We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.
- 17) I / We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the bidder, or in connection with the Bidding Process itself, in respect of the captioned assignment and the terms and implementation thereof.
- 18) In the event of my / our being declared as the successful bidder, I/We agree to enter into a Service Agreement in accordance with the draft that has been provided to us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
- 19) I/We have studied the RFP carefully and also understood the scope of the assignment. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the bidding process including the award of assignment.
- 20) The Fee has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP.
- 21) I / We agree to keep this offer valid for 180 (one hundred and eighty) days from the Bid Due Date specified in the RFP.
- 22) I / We agree and undertake to abide by all the terms and conditions of the RFP.

In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP.  
Yours faithfully,

**(Signature of the Authorized signatory)**

\_\_\_\_\_

(Name and designation of the of the Authorized signatory)

Date: \_\_\_\_\_

Place: \_\_\_\_\_

Name and seal of Bidder: \_\_\_\_\_

## CONSULTANTS ORGANIZATION

[Provide a brief description of the background and organization of your firm for this assignment]

1	Name of the survey Firm	
2	Address	
3	Name of the Contact Person to whom all references shall be made regarding this Proposal	
4	Designation of the Contact Person to whom all references shall be made regarding this Proposal	
5	Address of the Contact Person to whom all references shall be made regarding this Proposal	
6	Telephone No. of the survey Firm	
7	Mobile No. of the Contact Person	
8	E-mail ID of the Contact Person	
9	Fax No.	

## FORMAT OF APPLICANTS EXPERIENCE

Project Name:		Country:
Location within Country:		Professional Staff Provided by Your Firm / Entity (profiles):
Name of Client:		No. of Person Months of professional staff by the firm:
Address:		Approx. Value of Services (in Current INR):
Start Date (Month / Year)	Completion Date (Month / Year)	No. of Months of Professional Staff, provided by Associated Consultants:
Name of Associated Consultants, if any:		Status of the firm in the association consortium:
Narrative Description of Project:		
Description of Actual Services provided by your staff:		

## FORMAT FOR FINANCIAL CAPABILITY OF THE CONSULTANT

<b>FY</b>	<b>2017-18</b>	<b>2018-19</b>	<b>2019-20</b>	<b>Average</b>
<b>Annual Turnover</b>				

**Note:**

- 1) Authenticated copy of audited balance sheet and income statement for last three years in support of annual turnover (as on 31.03.2020) is to be furnished
- 2) The bidders may submit the certificate either from Statutory Auditor or from its Chartered Accountant.

**DESCRIPTION OF APPROACH & METHODOLOGY AND WORK PLAN FOR  
UNDERTAKING THE ASSIGNMENT**

The bidders are advised to present its Technical Bid divided into the following chapters:

- a) Understanding of TOR, Technical Approach and Methodology
- b) Work Plan

**Understanding of TOR, Technical Approach and Methodology:** The firm should explain the understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities to obtain the expected output and the degree of detail of such output. The firm should highlight the problems to be addressed along with their importance and explain the technical approach the Firm would adopt to address them. The firm should also explain the proposed methodologies to adopt and highlight the compatibility of those methodologies with the proposed approach.

**Work Plan:** In this chapter the firm should propose the main activities of the assignment, detailed action plan for the implementation of the project. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of documents to be delivered as final output should be included here.

**POWER OF ATTORNEY**

Know all men by these presents, we \_\_\_\_\_do hereby irrevocably constitute, nominate, appoint and authorise, Mr. / Mrs. \_\_\_\_\_ son / daughter / wife of and presently residing at \_\_\_\_\_, who is presently employed with us and holding the position of \_\_\_\_\_, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for prequalification and submission of our bid for the **"Selection of A Survey Agency for Survey And Collection Of Urban Utility Data (Including Spatial), Data Validation & Data Entry For Development Of Urban Sustainability Assessment Framework Of Urban Areas Under Jajpur Municipality, Odisha"** including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-Applications and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or till the entering into of the Concession Agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, \_\_\_\_\_, THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS \_\_\_\_\_

For \_\_\_\_\_ (Signature, Name, Title and Address)

Accepted \_\_\_\_\_ (Signature, Name, Title and Address)

Witnesses:

- 1.
- 2.

Note: Board resolution confirming the Authority of the signatory to submit the proposals could also be provided as a substitute to the Power of Attorney.

Format for Letter of Authority, which shall also be accepted in place of Power of Attorney due to pandemic situation.

**Letter of Authority (LOA)**

Dated: 2021

To

\_\_\_\_\_ (Designation)

\_\_\_\_\_ (Client Name),

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

Dear Sir,

Sub: \_\_\_\_\_ (Project)

RFP Ref No: \_\_\_\_\_ dated \_\_\_\_\_

Mr. / Ms. / Mrs. \_\_\_\_\_, \_\_\_\_\_, r/o \_\_\_\_\_, who is holding the position of \_\_\_\_\_, Authorized Signatory, in \_\_\_\_\_ <Bidder Name> \_\_\_\_\_ and having its registered office at \_\_\_\_\_, is hereby nominated, appointed and authorized by the \_\_\_\_\_ to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for " \_\_\_\_\_ " (the "Project") to be developed or being taken up by \_\_\_\_\_ (the "Client"), including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof.

Further, this Letter of Authority shall be effective, binding, and operative till \_\_\_\_\_,

(date-tenure of the project) if not revoked earlier or as long as the said Authorized Signatory is in the service, whichever is earlier.

**FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY PERSONNEL**

**Proposed Position:** .....  
**Name of Firm:**.....  
**Name of Staff:**.....  
**Profession:**.....  
**Date of Birth:**.....  
**Years with Firm/ Entity:**.....  
**Nationality:** .....

**Education:**

[Summaries college/university and other specialized education of staff member, giving their names, dates attended, and degrees obtained. Use about one quarter of a page.]

**Employment Record:**

S No.	Name of the Employer	Post Held	Period	
			From	To

**Detailed Task Assigned:**

[List of all tasks to be performed under this Assignment/ Job]

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.]

Name of Assignment/job or project:

Year:

Location:

Employer:

Main project features:

Positions held:

Activities performed:

Note: Personnel is to affix their recent photograph on first page of CV.

**FINANCIAL BID**

(On the Letterhead of the Firm)

**Sub:** Selection of A Survey Agency for Survey And Collection Of Urban Utility Data (Including Spatial), Data Validation & Data Entry For Development Of Urban Sustainability Assessment Framework Of Urban Areas Under Jajpur Municipality.

Having gone through the RFP document and having fully understood the scope of work for the Project as set out in these documents; we are pleased to quote the following Professional fees for the Assignment:

Having gone through the RFP document and having fully understood the scope of work for the Project as set out in these documents; we are pleased to quote the following Professional fees for the Assignment:

In Figure (Monthly professional fees exclusive of GST)	
In Words (Monthly professional fees exclusive of GST)	

Any cutting / overwriting in the Bid documents must be authenticated by the authorized signatory of the applicant agency.

Yours faithfully

(Signature of bidder)

(Name)

Date:

Place:

## BREAKDOWN OF MONTHLY PROFESSIONAL FEES

<b>I. Remuneration for Professional Staff (A)</b>					
<b>S. No</b>	<b>Position</b>	<b>Name</b>	<b>Person Month Rate</b>	<b>Person Months</b>	<b>Net Fee</b>
1.	Project Manager cum Coordinator				
2.	GIS Analyst				
3.	Survey Analyst				
4.	Surveyors				
<b>II. Out of Pocket Expenses (B)</b>					
Covers all costs pertaining to Overheads, Transportation and Logistics, Office operations, communication costs and allowances wherever applicable					
<b>GRAND TOTAL (A + B)</b>					
(Exclusive of GST)					

**Standard Conditions of Contract (SC)**

These conditions shall be part of the contract agreement

**1. GENERAL PROVISIONS****1.1. Governing law and jurisdiction**

These standard conditions shall be governed by and construed in accordance with the laws of India and any dispute arising out of this project or these terms shall be subject to the exclusive jurisdiction of the courts of Municipality courts of Odisha, India.

**1.2. Notices**

1.2.1. Any notice, request or consent required or permitted to be given or made pursuant to these standard conditions 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 to such party at the mentioned address.

1.2.2. A party may change its address for notice hereunder by giving the other party notice in writing of such change to the mentioned address.

**1.3. Authorized Representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed under these standard conditions by the Company or the Successful Bidder may be taken or executed by the officials as formally designated by each party as on the effective date of the project.

**1.4. Taxes and Duties**

The Consultant and their personnel shall pay such direct, duties, fees, and other impositions levied under the Government of India Act.

**1.5. Fraud and Corruption**

1.5.1. "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;

1.5.2. "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;

1.5.3. "collusive practices" means a scheme or arrangement between the consultant, with or without the knowledge of the Client, designed to establish prices at artificial, non-competitive levels;

1.5.4. "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;

**1.6. Measures to be taken**

The Client will cancel the Consultant's engagement, if it is engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract

**2. COMMENCEMENT, COMPLETION, MODIFICATION ARBITRATION AND TERMINATION OF CONTRACT****2.1. Effectiveness of Contract**

This Contract shall come into effect on the date the award of work and such other later date as discussed and agreed with the Client. The date the Contract comes into effect is defined as the Effective Date.

## **2.2. Commencement of Services**

The Consultant shall begin carrying out the Services from the Effective Date or any such date as specified by the Company.

## **2.3. Expiration of Contract**

Unless terminated earlier pursuant to Clause 2.6 hereof, these standard conditions shall expire at the end of such time period after the Effective Date as given in the time schedule in RFP Document.

## **2.4. Modifications or Variations**

Any modification or variation of the terms and conditions of these standard terms, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

## **2.5. Force Majeure**

- 2.5.1. Definition: For the purpose of these standard terms, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.
- 2.5.2. No Breach of Contract: The failure of a Party to fulfil any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.
- 2.5.3. Extension of Time: 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.
- 2.5.4. Payments: During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract.
- 2.5.5. To the extent that the provision of the Services is impacted by a pandemic (including COVID-19) and any reasonable concerns or measures taken to protect the health and safety interests of either Party's personnel, the Parties will work together to amend the Agreement to provide for the Services to be delivered in an appropriate manner, including any resulting modifications with respect to the timelines, location, or manner of the delivery of Services.
- 2.5.6. Where Consultant Personnel are required to be present at Client's premises, Consultant will use reasonable efforts to provide the Services on-site at [Client] offices, provided that, in light of a pandemic the parties agree to cooperate to allow for remote working and/or an extended timeframe to the extent (i) any government or similar entity implements restrictions that may interfere with provision of onsite Services; (ii) either party implements voluntary limitations on travel or meetings that could interfere with provision of onsite Services, or (iii) a Consultant resource determines that he or she is unable or unwilling to travel in light of a pandemic-related risk.

## **2.6. Termination**

Either Party may terminate this Agreement with immediate effect by serving prior written notice to the other party if services are not possible to be rendered as per applicable laws or professional obligations.

### **2.6.1. By the Client**

The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (i) through (vi) of this Clause 2.6.1. In such an occurrence the Client shall give a not less than fifteen (15) days' written notice of termination to the Consultant, and thirty (30) days' in the case of the event referred to in (v).

- i. If the Consultant does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing.
- ii. If the Consultant becomes insolvent or bankrupt.
- iii. If the Consultant, in the judgment of the Client has engaged in any of practices as defined in clause 2.5 competing for or in executing the Contract.
- iv. If, as the result of Force Majeure, the Consultant are unable to perform a material portion of the Services for a period of not less than thirty (30) days.
- v. If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- vi. If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 8 hereof.

### **2.6.2. By the Consultant**

The Consultant may terminate the Contract immediately upon written notice to the Client, if the Consultant reasonably determines that it can no longer provide the Services in accordance with applicable law or professional obligations.

- i. If the Client fails to pay any money due to the Consultant pursuant to the Contract and not subject to dispute pursuant to Clause 8 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue. If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than thirty (30) days.
- ii. If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause 8.2 hereof.
- iii. However, Consultant may terminate this Agreement, or any particular Services, immediately upon written notice to the Client if Consultant reasonably determine that Consultant can no longer provide the Services in accordance with applicable law or professional obligations.

## **2.7. Payment and Penalties upon Termination**

Upon termination of the Contract pursuant to Clauses 2.6.1 or 2.6.2, the Client shall make the following payments to the Consultant: (a) payment pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination; (b) except in the case of termination pursuant to paragraphs (i) through (iii), and (vi) of Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

If the Contract is terminated on default of the consultant as defined in clause (i) to (iii) and (vi) of clause 2.6.1, then Client may encash the Bid Security

### **3. OBLIGATIONS OF THE**

#### **CONSULTANT 3.1. General**

The Consultant shall always act, in respect of any matter relating to the Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-Consultants or third Parties.

#### **3.2. Standard of Performance**

The Consultant shall perform the Services and carry out their obligations hereunder 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.

#### **3.3. Conflict of Interests**

The Consultant shall hold the Client's interest's paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

#### **3.4. Prohibition of Conflicting Activities**

The Consultant shall not engage and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.

#### **3.5. Confidentiality**

Except with the prior written consent of the Client, the Consultant 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 Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services. Except as otherwise permitted by this Agreement, neither of the parties may disclose to third parties the contents of this Agreement or any information/report/advice provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of this Agreement, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under this Agreement, or (e) must be disclosed under applicable law, legal process or professional regulations. These obligations shall be valid for a period of three (3) years from the date of termination of this Agreement.

#### **3.6. Consultant's Actions**

The Consultant shall inform the Client in writing before taking any of the following actions:

- i. Entering into a subcontract for the performance of any part of the Services,
- ii. Appointing such members of the Personnel not listed in the team presented in the technical proposal submitted by the consultant

### **3.7. Documents Prepared by the Consultant to be the Property of the Client**

- i. Consultant may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how ("Materials") that Consultant owns in performing the Services. Notwithstanding the delivery of any Reports, Consultant retains all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers that Consultant compiles and retains in connection with the Services (but not Client information reflected in them). Upon payment for the Services, Client may use any Materials included in the Reports, as well as the Reports themselves as permitted by this Agreement.

## **4. CONSULTANT'S**

### **PERSONNEL 4.1. Description**

of Personnel

The Consultant shall employ and provide such qualified and experienced Personnel as are required to carry out the Services.

### **4.2. Removal and/or Replacement of Personnel**

- i. The Removal and/ or Replacement of Personnel can be made basis discussion between the parties. In such a case, the Consultant shall provide a replacement a person of equivalent or better qualifications with the consent of the client.
- ii. If the Client finds that any of the Personnel have (a) committed serious misconduct or have been charged with having committed a criminal action, or (b) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Client's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Client.
- iii. The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

## **5. OBLIGATIONS OF THE CLIENT**

### **5.1. Assistance and Exemptions**

The Client shall use its best efforts to ensure that it shall provide the Consultant such assistance as reasonably required for the execution of the project.

The Client shall provide the Consultant with copies of all the available data and reports, considered relevant to the execution of the Consultant's work.

### **5.2. Cost of procuring any software/ hardware/ vendors outside the Scope of this Contract will be borne by the Client**

### **5.3. If required, the Client shall provide dedicated seating space in Client office to the Consultant's team, including internet connection, electricity and other support infrastructure.**

## **6. PAYMENTS TO THE 6.1. Contract**

PriceThe contract price will be payable in Indian Rupee.

## 6.2. Terms and Conditions of Payment

Payments will be made to the account of the milestone and according to the payment schedule stated in the RFP Document.

6.3. Client shall, within 30 days from the date of receipt of the invoice make payment to the consultant as per terms of the RFP document.

## 7. 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.

## 8. SETTLEMENT OF

### DISPUTES 8.1. Amicable

#### Settlement

The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

### 8.2. Arbitration

Any dispute arising out of or in connection with this Agreement shall be referred by written notice:

first to the Service Manager of each Party who shall meet and endeavour to resolve the dispute between them within five (5) Business Days of such notice; and

failing resolution of the dispute, to a senior Service Manager of the Supplier and a senior Service Manager of consultant (together the "Senior Service Managers") who shall meet and endeavour to resolve the dispute between them within ten (10) Business Days of such notice (the "Senior Service Managers' Meeting"). The joint written decision of those Senior Service Managers shall be binding on the Parties.

If the Service Managers or Senior Service Managers are unable to resolve the dispute, the Parties shall, refer the dispute to arbitration and shall be governed by the provisions of the Arbitration & Conciliation Act, 1996 (as amended). The arbitration proceedings shall be adjudicated by a sole arbitrator appointed by mutual consent of both the Parties, and the arbitration proceedings shall be held in Odisha. The language of arbitration shall be English. The decision of the arbitrator shall be final and binding upon the Parties.

## 9. DETERMINATION OR RECESSION OF AGREEMENT

The Client without any prejudice to its right against the consultant in respect of any delay by notice in writing absolutely determines the contract in any of the following cases:

9.1. If the Consultant being a firm/company shall pass a resolution or the court shall make any order that the firm/ company shall be wound up or if a receiver or a manager on behalf of the creditor shall be appointed or if circumstances shall arise which entitle the court or creditor to appoint a receiver or a manager or which entitled the court to make up a winding order.

9.2. If the Consultant is in breach of any of terms of agreement

9.3. When the Consultant has made himself liable for action under any of the cases aforesaid the Client shall have powers: To determine or rescind the agreement; To engage another consultant to carry out the balance work debiting the consultant the excess amount if any so spent

## **10. GENERAL**

10.1. It is hereby further agreed between the parties that the stamp duty payable under the law in respect of this agreement shall be borne by the Consultant.

## **11. LIMITATION OF LIABILITY**

11.1. The Client (and any others for whom Services are provided) shall not recover from the Consultant, in contract or tort, including indemnification obligations under this contract, under statute or otherwise, aggregate damages in excess of the fees actually paid for the Services that directly caused the loss in connection with claims arising out of this Agreement or otherwise relating to the Services.

11.2. The Client (and any others for whom Services are provided) may not recover from the Consultant, in contract or tort, under statute or otherwise, any amount with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this Agreement or otherwise relating to the Services, whether or not the likelihood of such loss or damage was contemplated.

11.3. To the fullest extent permitted by applicable law and professional regulations, Client shall indemnify Consultant against all claims by third parties (including the Client's affiliates) and resulting liabilities, losses, damages, costs and expenses (including reasonable external and internal legal costs) arising out of the third party's use of or reliance on any Report disclosed to it by or through Client or at Client request. Client shall have no obligation hereunder to the extent that Consultant have specifically authorized, in writing, the third party's reliance on the Report.

**(END OF DOCUMENT)**