

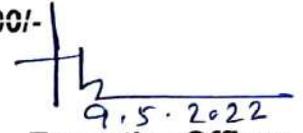


Office of the Executive Officer, Vyasaganar Municipality, Vyasaganar
Jajpur, Odisha – 755019
Email Id – vyasaganarmunicipality@gmail.com
Letter No. 1574//Dt.09.05.2022

REQUEST FOR PROPOSAL (RFP)

For
Providing Consultancy Services for preparation of DPR including Topographical Survey,
Design and Engineering for Improvement of Drainage System of Vyasaganar Municipalities
in the District of Jajpur, Odisha

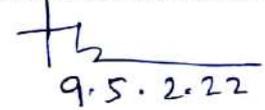
Bid Processing Fee (Non-Refundable): Rs.10, 000/-
(Rupees Ten Thousand Only)


9.5.2022

Executive Officer
Vyasaganar Municipality

Memo No.1575/Dt. 09.05.2022

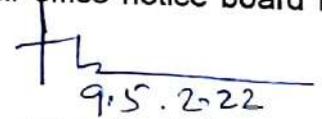
Copy to the Director I & PR Department, Bhubaneswar requested to publish the same in largest circulated two Odia daily newspaper and one English largest daily newspaper with minimum I & PR approved rate one day on or before dt. 12.05.2022 for publication and submit the bill in duplicate for payment.


9.5.2022

Executive Officer
Vyasaganar Municipality

Memo No.1576/Dt.09.05.2022

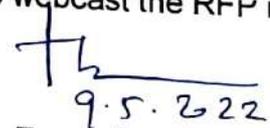
Copy submitted to the office Notice board collector & District Magistrate, Jajpur/ ADM, Kalinganagar, Jajpur Road/ Superintending Engineer-cum-ILW, PH Circle Cuttack/Executive Engineer,(R&B) Division ,Panikoli/Tahasilar,Vyasaganar/ JE,PH. Dala,Jajpur Road /Executive Engineer, NESCO, Jajpur Road /IIC, Nodal Police station, Jajpur Road/SDPO, Jajpur Road/Sub-Registrar, Jajpur Road/KNDA, Jajpur Road/ MD, Ferrochrome plant, Jajpur Road/DFO, Jajpur Road/OFDC, Jajpur Road/DD Mines Jajpur Road/Sale Tax Office, Jajpur Road/ Joint labour Commissioner , Jajpur and they are requested to display the RFP in their office notice board for wide publication.


9.5.2022

Executive Officer
Vyasaganar Municipality

Memo No.1577/Dt. 09.05.2022

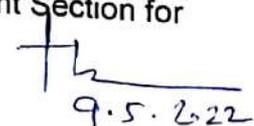
Copy submitted to DiO, NiC, Jajpur for information. He is request to webcast the RFP in the District website for wide publication.


9.5.2022

Executive Officer
Vyasaganar Municipality

Memo No.1578/Dt. 09.05.2022

Copy to the Office Notice Board for Wide Publication / Advertisement Section for information and necessary action.


9.5.2022

Executive Officer
Vyasaganar Municipality

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Disclaimer and Confidentiality

This RFP Document has been prepared by **Executive Officer, Vyasaganar Municipality, Vyasaganar, Jajpur, Odisha** solely for the purpose of providing information to potential bidders. It is provided on a confidential basis and is not to be distributed or reproduced in whole or in part without the prior written consent of the Client.

The information contained in this RFP document (the "RFP") or subsequently provided to Bidder(s)/Bidder(s), whether verbally or in documentary or any other form by or on behalf of Client or any of their employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

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 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.

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.

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 "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.

“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.

DATA SHEET

Sl. No.	Particular	Details
1.	Name of the Client	Executive Officer, Vyasaganar Municipality, Vyasaganar, Jajpur, Odisha.
2.	Method of Selection & Proposal Validity	Quality Cum Cost Basis (QCBS) (Two Cover System)
3.	Date of Issue of RFP	09.05.2022
4.	Deadline for Submission of Pre-Proposal Query	17.05.2022
5.	Pre-proposal meeting	24.05.2022
6.	Issue of Pre-proposal Clarifications	27.05.2022
7.	Proposal Due Date	06.06.2022
8.	Date of opening of Technical Proposal	08.06.2022 (11.00hrs)
9.	Date of opening of Financial Proposal	Will be intimated later
10.	Expected Date of Commencement of Assignment	Will be intimated later
11.	Pre-proposal meeting	<p>A pre-proposal meeting will be held on 24.05.2022 at 11.00 AM in the Office of the Executive Officer, Vyasaganar Municipality, Vyasaganar Jajpur, Odisha.</p> <p>All queries should be received on or before 17.05.2022 at 1.00 PM in the Office of the Executive Officer, Vyasaganar Municipality, Vyasaganar Jajpur Odisha. On mail in PDF/MS Word/Excel format only.</p> <p>The Name, Address, of the Nodal Officer is: Municipal Engineer, Office of the Executive Officer, Vyasaganar Municipality, Vyasaganar Jajpur Odisha. – 755019</p>
12.	Bid Processing Fee (Non-Refundable)	Rs.10,000/- (Rupees Ten Thousand only) remitted through demand draft drawn in favour of Executive Officer, Vyasaganar Municipality, and payable at Jajpur Road
13.	Earnest Money Deposit (EMD) (Refundable)	The Bidder has to submit the Bid Security Declaration in the prescribed format as per Appendix- A” as enclosed (as per Finance Department, Government of Odisha OM No. 8943/F dated 18.03.2021)

14.	Contact Person	Municipal Engineer Mobile No:8249855117 Office of the Executive Officer, Vyasaganar Municipality, Vyasaganar Jajpur Odisha 755019, Email Id : <u>vyasaganarmunicipality@gmail.com</u>
15.	Address for Hard Copy Submission of Technical Proposal	Office of the Executive Officer, Vyasaganar Municipality, Vyasaganar, Jajpur Odisha. 755019, Email Id : <u>vyasaganarmunicipality@gmail.com</u> Mode of Submission: Speed Post / Registered Post (India post) carrier only to the address as specified above during the office hour only and per schedule mentioned above.
16.	Place of Opening of Proposal:	Office of the Executive Officer, Vyasaganar Municipality, Vyasaganar, Jajpur Odisha755019, Email Id : <u>vyasaganarmunicipality@gmail.com</u>

RFP can be downloaded from: <https://jaipur.nic.in>

SECTION – 1
LETTER OF INVITATION



Office of the Executive Officer, Vyasanagar Municipality
Jajpur – 755019

Email Id – vyasanagarmunicipality@gmail.com

RFP No....1579.... Dt..09.05.22

REQUEST FOR PROPOSAL (RFP)

For

Proving Consultancy Services for preparation of DPR including Topographical Survey, Design and Engineering for Improvement of Drainage System of Vyasanagar Municipalities in the District of Jajpur, Odisha

1. Bidders are called upon to submit their RFP proposals (hard copy) in respect of the Project “**Proving Consultancy Services for preparation of DPR including Topographical Survey, Design and Engineering for Improvement of Drainage System of Vyasanagar Municipalities in the District of Jajpur, 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, free of cost, at <https://jajpur.nic.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 Demand Draft only. This is inclusive of GST and **Bid Security Declaration in the prescribed format as per Appendix- A along with their Proposal as per the conditions outlined in this RFP.**
3. A bidder / consultant will be selected under **Quality and cost basis (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 district portal of Jajpur ulbodisha.gov.in from **12.05.2022 (7.00 Hrs. IST) to 06.06.2022 (13.00 Hrs. IST)**.
6. The last date and time for submission of proposal complete in all respects is **06.06.2022 (13.00 Hrs. IST)** the date of Opening of the Technical Proposal is **Dt.08.06.2022 11.00 hrs.** in the presence of the bidder’s representative at the specified address as mentioned in the Bidder Data Sheet (Sl. No.15). Representatives of the bidders may attend the meeting with due authorization letter on behalf of the bidder.

This RFP includes following sections:

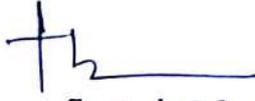
- a. Letter of Invitation [Section – 1]
- b. Information to the Bidder [Section – 2]
- c. Terms of Reference [Section – 3]

- 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:
Office of the Executive Officer,
Vyasanagar Municipality, Vyasanagar
Jajpur, Odisha .755019,
Email Id: vyasanagarmunicipality@gmail.com


9.5.2022
Executive Officer,
Vyasanagar Municipality

SECTION – 2
INFORMATION TO THE BIDDER

Pre-Qualification Criteria:

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. No	Eligibility Criteria	Supportive Documents
1	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 or a Partnership Firm registered under the Indian Partnership Act, 1932 or a Limited Liability Partnership registered under The Limited Liability Partnership Act, 2008	Certificate of Incorporation/ Partnership deed/ Service Tax Registration
2	The bidder /Consultant should have been in the consulting business for more than five years from the date of Incorporation on the last date of submission of the proposal.	
3	Bidder /Consultant must have experience in <ol style="list-style-type: none">1. Preparing DPRs of value not less than Rs. 50 Crores for Water Supply / Drainage / Sewerage Projects in the last 5 years.2. Experience of successful completion of Survey work of Urban schemes City with population, more than 1 lakhs (Census 2011) covering at least 100Kms of Road length and at least 200Kms of Drains in an urban area.3. Experience of successful completion of minimum Two DPRs of Urban Water Supply schemes / Sewerage Schemes / Drainage Schemes with population more than 1 lakh (Census 2011).4. Experience of successful completion of 2 Urban infrastructure Projects with GIS mapping, Geo tagging and preparation of detailed Map with GIS based database of size not less than the present scope.	Copies of Work Order / Contract Document / Completion Certificate from the previous Clients
4	The Bidder should have average financial turnover of at least Rs.5.00 Cr from consulting business only during the last 3(Three) Financial Years. The bidder should have positive net worth during the last 3 Financial Years.	Financial Details of the bidder (TECH - 3) along with copies of the audited balance sheet and Income & Expenditure Statement duly sealed and certified by the CA and the authorized representative of the bidder/ consultants.

Sl. No	Eligibility Criteria	Supportive Documents
5	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 (TECH - 6)

2. **Documents/Formats needs to be submitted along with TECHNICAL PROPOSAL:**

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

- 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.
- 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 (Three) Assessment Years 2018-19, 2019-20 & 2020-21
- General Details of the Bidder (TECH – 2)
- Financial Details of the bidder (TECH – 3) along with all the supportive documents as applicable duly signed 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.
- Undertaking for not having been black-listed by any Central / State Government / Any other autonomous bodies/ International & National Organization in the recent past.
- 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, Bid Security Declaration in the prescribed format as per Appendix- A towards Earnest Money Depo Earnest Money Deposit (EMD):

- 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, Vyasagar Municipality, Vyasagar, Jajpur, Odisha. 755019, email- vyasagarmunicipality@gmail.com till 17.05.2022.

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 **24.05.2022, 11.00Hrs** at Office of the Office of the Executive Officer, Vyasagar Municipality, Vyasagar Jajpur, Odisha - 755019, email- vyasagarmunicipality@gmail.com 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**

You are requested to submit your proposal **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 and
Part 2: Financial Proposal.**

Bidder must submit **Hard Copy** of the Technical Proposals by **Registered Post / Speed Post** only 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 - <Proposed Project Name>"** 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) already provided in the RFP. Further the consultant shall have to submit the filled in formats attached in **Section 5** in PDF format in second packet of **Cover-2**.
 - The rate offered to 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) The completed proposal must be submitted on or before the time and date stated in the Data Sheet.

Any deviation from the prescribed procedures / information / formats / conditions shall result in out-right rejection of the proposal. All the pages of the proposal have to be sealed and signed by the authorized representative of the bidder. Bids with any conditional offer shall be out rightly rejected. All pages of the proposal must have to be sealed and signed by the authorized representative of the bidder. Any conditional bids will be rejected.

8. **Opening of the Proposal :**

- (i) Opening of Proposals will be done as per the schedule date and time.
- (ii) The **TECHNICAL PROPOSAL** received as mentioned in point nos.7.2(i) on **08.6.2022 at 11.00 hrs. Indian Standard Time** will be opened in the initial stage by the Client in presence of the bidder's authorized representatives at the location, date and time specified in the Data Sheet.
- (iii) 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.
- (iv) 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.

The **FINANCIAL PROPOSAL** 7.2. (ii) only of the **technically qualified bidders** will be opened after completion of technical evaluation stage. The date of opening of financial bid will be intimated in due time.

9. **Evaluation of Proposal:**

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

- **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.**

TECHNICAL EVALUATION (Part-II): Detailed evaluation process as per the following parameters will be adopted for evaluation of the proposals.

Sl. No.	Bid Evaluation Parameters	Allocation of Marks
1	Specific experience of Consultant relevant to the assignment: i) Minimum average Annual Turnover from Consulting / advisory service over last 3 years. a. At least Rs. 5 (Five) Crores – 5 marks b. For every additional 1 Crore – 1 mark (up to maximum of 5 marks)	10
2	i) The bidder having experience of similar consultancy work performed in India, like detailed Survey of urban utilities, design engineering for water supply / drainage / sewerage projects, preparing DPRs for water supply / Drainage / Sewerage Projects for large urban infrastructure projects of water supply / sewerage / drainage in the last 5 years – a. At least Rs. 5 Crores – 5 marks, b. For every additional 1 Crore – 1 mark ((up to maximum of 15 marks)	20
	ii) Preparing DPRs of value not less than Rs. 50 Crores for Water Supply / Drainage / Sewerage Projects in the last 5years.	10

Sl. No.	Bid Evaluation Parameters	Allocation of Marks
	iii) Experience of successful completion of Survey work of Urban schemes / urban utilities in maximum of two projects with population more than 1 lakhs (Census 2011) covering at least 100Kms of Road length and at least 200Kms of Drains in an urban area in the last 5 years.	5
	iv) Experience of successful completion of minimum Two DPRs of Urban Water Supply schemes / Sewerage Schemes / Drainage Schemes with population more than 1 lakh (Census 2011).	5
	v) Experience of successful completion of 2 Urban infrastructure Projects with GIS mapping, Geo tagging and preparation of detailed Map with GIS based database of size not less than the present scope.	5
3	i) Qualification and relevant experience of Key Staff: a. Team Leader - 10 Marks b. Environmental Engineer - 5 Marks c. Social Science Expert - 5 Marks d. MIS/GIS Expert- 5 Marks	25
4	i) Presentation on Approach and Methodology, Resource Mobilization, Planning and Execution	20

The Technical Bid will be evaluated on a scale of 100, and the break up for Sl. No.3– Key Staff - of the above table criterion would be as follows:

Criteria		Sub Marks	Maximum Marks
3	Key Personnel Credentials		25 marks
A	Team Leader & Process Expert		10
	Qualification: Post-Graduation in Civil/Environmental Engineering/ BE with MBA from a reputed Institute	4 mark for meeting criteria	4
	Minimum Experience: 15 Years' Experience in Infrastructure Government Advisory Projects	2 marks for meeting criteria	2
	Experience as Team Leader / Project Manager (Lead in the Project) in similar Water supply / Sewerage / Drainage sector:	4 marks for meeting criteria	4
B	Environmental Engineer		5
	Post graduate engineer with specialization in Environmental Engineering	2 mark for meeting criteria	2
	Minimum Experience: 10 Years' Experience in Infrastructure Government Advisory Projects	3 marks for meeting criteria	3
C	MIS/GIS Expert		5
	Qualification: BTech/MCA/Masters in Geography/Geology	2mark for meeting	2

Criteria		Sub Marks	Maximum Marks
	Minimum Experience: Experience as a GIS expert / lead GIS Manager in at least 2 infrastructure Projects with work experience of at least 10 years	3 marks for meeting criteria	3
D	Social Science Expert		5
	Qualification: BA / MA in Social Science or similar (Graduate Degree –2 Mark)/ Masters with Specialization (2 Mark)	2 mark for meeting criteria	2
	Minimum Experience: Experience of at least 10 years in working as a community development specialist or in similar position in social sector with planning skills and adequate training skills for Govt. projects	3 marks for meeting criteria	3

For further details, please refer to Chapter 6, Para 6.7 – Evaluation of the Quality-Technical Proposal.

Bidders who secure above 70% marks from the total (100 marks) in the technical proposal will be called for financial evaluation.

FINANCIAL EVALUATION: The financial proposals of the bidders qualifying the Technical Evaluation (Part-I & II) 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.

10. Evaluation Process :

Only fixed price financial bids indicating total price for all the deliverables and services specified in this RFP document will be considered. In case of a tie with respect to the bid price for L1, the bidder having higher technical score will be considered the preferred bidder.

In Quality and Cost Based Selection method, minimum qualifying mark (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. Financial proposals are then opened for only eligible and responsive offers and are also given a cost-score based on relative ranking of prices, with 100 for the lowest and prorated lower marks for higher priced offers. The total score shall be obtained by weighting the quality and cost scores and adding them. This method of selection shall be used for highly technically complex and critical assignments where it is justifiable to pay appropriately higher price for higher quality of proposal.

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 **5% of the Contract Value** from a scheduled commercial bank situated in Jajpur road in favour of "**Executive Officer, Vyasagar Municipality, Jajpur**", 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 24 (Twenty Four 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 **24 (Twenty Four) 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 fulfill 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 **Jajpur** 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 website [ulbodisha.gov.in](http://www.ulbodisha.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:**

Executive Officer, Vyasaganar Municipality, Vyasaganar, Jajpur, Odisha – 755019, 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 reserve 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, Vyasanagar Municipality, Vyasanagar, Jajpur, Odisha – 755019**, The arbitration proceeding shall be held in **Jajpur, 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 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 PHEO through the Selection Process specified in this RFP.

BACKGROUND

DISTRICT COLLECTORATE

Jajpur is located at 20.85°N 86.33°E and has an average elevation of 8 metres (26 ft). The climate of Jajpur District is normal as per Indian standards. All the seasons arrive in the District at their usual time. The District'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 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 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 86° - 20' East and 20° - 15' North. Jajpur town is the district head quarter of Jajpur district. A perennial river Baitarani is flowing in the Eastern side of Jajpur Municipality.

VYASANAGAR TOWN

Byasanagar or Vyasanagar is a town and a municipality in Jajpur district in the state of Odisha, India. Colloquially it is also called Jajpur Road. It is home to an industrial belt and hosts several steel companies including Neelachal Ispat Nigam Limited, MESCO, Tata Steel, Jindal Steel etc. According to district officials there are around 14 major companies and several small companies in the vicinity. As of 2011 India census, Byasanagar had a population of 37,609. Males constitute 53% of the population and females 47%. Byasanagar has an average literacy rate of 80%, higher than the national average of 59.5%; with male literacy of 79% 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 both the cities namely Jajpur Town and Vyasanagar 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. A separate sewerage system presently under execution is expected to eliminate this problem. Its effect has to be studied simultaneously.
- 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 & narrowing the flow path.
 - Due to lack of proper demarcation and fencing of storm water drains, debris & 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 & 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 & absence of integrated urban watershed management have led to reduction in infiltration capacity & 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 both the Municipal 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 & also for damping the temperature during Summer.
- v) Beautification of the Cities 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 CMC 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 & main drains in uncovered areas & 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 both Jajpur Town and Vyasnagar Municipalities & zonal maps showing existing major and primary, tertiary storm water drains & 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
 - 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
 - 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 SSR
 - l. Preparation of detailed drawings
 - m. Construction programme to complete the execution within 2 years.
 - n. Ground water recharging study & its effect.
 - o. Preparation of land schedule 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 & norms stipulated by the 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 Jajpur followed by construction and rehabilitation of Drainage System in both the towns.

In support of the Invitation for the RFP (Proposal), the **Executive Officer, Vyasnagar Municipality, Vyasnagar, Jajpur – 755019** issues this Bidding Document for the work “Providing Consultancy Services for preparation of DPR including Topographical Survey, Design and Engineering for Improvement of Drainage System of Vyasnagar Municipalities 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 guide 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 & maintenance of storm water systems
- Holistic approach to local area planning including aspects of sustainability, consistency and responsive to community values.

Data Collection & 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 studied – Diversion of Septic Flow and Treatment

- Prevention of wastewater ingress into 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

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

Sr. No.	Description of Scope of work
1.	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, miter gates.
2.	Utilities mapping: (By Combination of Ground Probing Radar (GPR) and Electromagnetic Location (EML)) 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. 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).
3.	Leveling and plain table survey: The leveling survey with reference to the THD will have to be carried out, including plain table survey incorporating all above ground existing features (i.e., building, roads, footpath, Railway Property, etc.) along the alignment
4.	Carrying out topographic survey and marking of plot boundary on total station survey, Geo Technical Survey, Site investigations, Submission of documents and their approval from concern authorities.

5.	Hydraulic calculations, Hydraulic Analysis (Contributing flow design, physical modeling and testing) including reports for Drain design, Pipe networks if any as per site condition, inlet port design, Pumping station, capacity of Pumping station.
6.	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.
7.	To review the implications of implemented works institutional arrangements, operators and maintenance strategies, human resource Development.
8.	To review possibility of collection, recharge and reuse of Storm Water.
9.	Using previous data of Jajpur and Vyasnagar from IMD, Pune 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.
10.	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.
11.	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
12.	To develop alternate strategies to address the S.W. Drainage System Deficiencies.
13.	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.
14.	Suggest remedial measures for locate flooding spots with constraints of low levels and non-availability of hydraulic gradient. Consideration may be given 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.
15.	Finalization of estimates and preparation of bid documents.
16.	Pre-bid meeting for clarification of queries raised by prospective bidders
17.	Evaluation of bids and recommendation to MCGM.
18.	Scope is upto issuance of work order, project management, carrying out daily progress, weekly, monthly progress monitoring to the contractor for construction of Storm Water Pumping Station and storm water drain as proposed.
19.	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.
20.	List of the required permissions / NOC of statutory authorities.
21.	Preparation of detailed Engineering drawings, good for construction drawings, carrying out the day today activities, daily progress, monthly progress, quality monitoring of works of contractors

3. **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 – 3 Months
D2	Preparation of Detailed Project Report	4 – 6 Months
D3	Tendering for Construction	7 – 9 Months

4. Deleted

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**

The Payment of Professional Fees will be made as per the following table:

Sl. No.	Payment Terms	Schedule	Disbursement Schedule
1	Mobilization Advance	1 st Month	10% (Ten percent) of the Total Consultancy Fees quoted. Upon Mobilization of Men and Machinery at site for carrying out the Work.
2	Completion of Topographic Survey and Submission of Survey Report	3 rd Month	20% (Twenty Percent) of the Total Consultancy Fees quoted. Upon completion and submission of Survey Report for Vyasaganar Municipality.
3	Preparation of DPR and Submission of draft DPR	6 th Month	20% (Twenty Percent) of the Total Consultancy Fees quoted. Upon preparation and submission of draft DPR for Vyasaganar Municipality.

Sl. No.	Payment Terms	Schedule	Disbursement Schedule
4	Preparation of DPR and Submission of Final DPR incorporating observations and compliance	7 th Month	30% (Thirty Percent) of the Total Consultancy Fees quoted. Upon preparation and submission of Final DPR for Vyasaganar Municipality.
5	Preparation of Specifications and submission of Tender Documents for Construction	9 th Month	20% (Twenty Percent) of the Total Consultancy Fees quoted. Upon preparation and submission of Tender Documents for Construction works for Vyasaganar Municipality.

7. Background materials, data, reports, records of previous surveys and so on, to be provided to the consultant. (Mention a caveat about reliability of material provided and the need for consultant to verify and crosscheck vital aspects).

8. Facilities which will be provided to the consultants by the Procuring Entity, say local conveyance, office space, office machines, secretarial assistance, utilities, local services etc.

9. Deleted

10. Any other related information specific to proposed study / assignment which is necessary to be furnished to all the bidders.

11. Deleted

testing, validation, approval. The name and / or designation of the officials responsible for reviewing the work and monitoring the activities of the consultants may also be included here. A mention about the Consultant Monitoring Committee (CMC) may be included.

Section - 4

Technical Proposal Submission Forms

TECH-1

COVERING LETTER
(ON BIDDER'S LETTER HEAD)

[Location, Date]

To

The Executive Officer, Vyasaganar Municipality, Vyasaganar, Jajpur, Odisha – 755019

Subject: Proving Consultancy Services for preparation of DPR including Topographical Survey, Design and Engineering for Improvement of Drainage System of Vyasaganar Municipalities, Vyasaganar, in the District of Jajpur, 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: _____

TECH-2

Bidder's Organization (General Details)

Sl. No.	Description	Full Details
1	Name of the Bidder / Consultant	
2	Address for communication: Tel : Fax: Email id :	
3	Name of the authorized person signing & submitting the bid on behalf of the Bidder: Mobile No. : Email id :	
4	Registration / Incorporation Details Registration No: Date & Year. :	
5	Local office in Odisha If Yes, Please furnish contact details	Yes / No
6	Bid Processing Fee Details Amount: DD / No. : Date: Name of the Bank:	
7	EMD Details 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	YES
11	Willing to accept all the terms and conditions as specified in the RFP	YES

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

TECH - 3

Bidder Organization (Financial Details)

Financial Information in INR				
Details	FY _____	FY _____	FY _____	Average
Consulting Turnover (in				
<i>Supporting Documents:</i>				
Audited certified financial statements for the last <Nos> FYs (to be decided accordingly) (Submission of copies of Income & Expenditure Statement and Balance Sheet for the respective financial years is mandatory along with this form)				
<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>				

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]

TECH - 4

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

I, _____, the _____ (Designation) of (Name of the Organization) in witness whereof certify that <Name of person> is authorized to execute the attorney on behalf of <Name of Organization>, <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)

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:

TECH - 6

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: _____

TECH-7

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: _____

TECH -8

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 fonts specified>>

TECH - 9

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]

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

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 point 12.]

<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.>>

TECH-10

PROPOSED WORKPLAN TO CARRY OUT THE ASSIGNMENT

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

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

Financial Proposal Submission Forms

The bidder shall submit the FIN-1, FIN-2, FIN-3 & FIN-4 in PDF format along with the Financial bid through.

Please note that the technical bid containing financial information shall be treated as Non-Responsive.

FIN - 1
COVERING LETTER
(In Bidder's Letter Head)

[Location, Date]

To

The Executive Officer, Vyasanaagar Municipality, Vyasanaagr, Jajpur, Odisha-755019

Subject: Financial Quote - Authorized Signatory [In full and initials]:

Name and Designation with Date and Seal:

Note: Bidders are requested to furnish the list limited to <Nos> assignments of similar undertaken during the last <Nos> Financial Years (to be decided accordingly) as per the above prescribed format only. Information not conforming to the above format will be treated as non-responsive. Copies of the Work order / Contract Document / Completion Certificate from the previous Clients need to be furnished along with the above information.

Sir

I, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal No. _____, Dated: _____. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures*].

The above quoted amount is inclusive of the taxes applicable as per GST Act. I do hereby undertake that, in the event of acceptance of our bid, the services shall be provided in respect to the terms and conditions as stipulated in the RFP document.

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the proposal of <Nos.> days. I have carefully read and understood the terms and conditions of the RFP and do hereby undertake to provide the service accordingly.

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

Yours faithfully,

Authorized Signatory [In full and initials]

Name and Designation of Signatory with Date and Seal:

Address of the Bidder:

—
*Amount must match with the one indicated in Fin-2.

FIN - 2

SUMMARY OF FINANCIAL PROPOSAL

Name of the Assignment :			
Sl. No.	Fee Particulars	Amount in INR	
A	Remuneration for Professionals and Support Staff		
	Description of Manpower	Qty	Unit Rate
			Total
A 1			
A 2			
A 3			
A 4			
A5			
B	Sub Total		
C	Overhead expenses		
D	Consulting Fee (B+C)		
E	Taxes applicable as per GST Act @ % of Consulting Fee (D)		
Grand Total (INR) (D + E)			
In Words			

- *Bidders shall submit the financial proposal as per the prescribed format given above in both figures and words, and signed by the Bidder's Authorized Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail.*
- *Taxes will be paid by the Client as per the applicable rate under GST Act from time to time. Consultancy fee proposed for the assignment shall remain fixed till completion of the contract.*

Authorized Signatory [In full and initials]: _____

Name and Designation with Date& Seal: _____

FIN - 3

BREAKDOWN OF REMUNERATION OF KEY PROFESSIONALS

Sl. No.	Name of Key Person	Position	Unit Rate (MAN DAY)(A)	Proposed MAN DAY (B)	Total Amount in INR (A*B)
1					
2					
3					
4					
5					
Grand Total in INR					
In Words					

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

Name and Designation with Date & Seal: _____

FIN - 4

BREAKDOWN OF OVERHEAD EXPENSES

Sl. No.	Description	Unit	Quantity	Unit Price in INR	Total Amount in INR
1					
2					
3					
Grand Total in INR					
In Words					

Authorized Signatory {In full and initials}: _____

Name and Designation with Date& Seal: _____

SECTION 6

BID SUBMISSION CHECK LIST

CHECK LIST

Sl. No.	Description	Submitted (Yes/No)	Page No.
TECHNICAL PROPOSAL (ORIGINAL + 1 COPY)			
1	Filled in Bid Submission Check List (ANNEXURE-I)		
2	Covering Letter (TECH -1)		
3	Bid Processing Fee of Rs. _____/- in form to DD		
4	Rs. _____/- in shape of Demand Draft		
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 (to be decided accordingly)		
9	General Details of the Bidder (TECH - 2)		
10	Financial details of the bidder (TECH - 3) along with all the supportive documents such as copies of Profit – Loss Statement and Balance Sheet for the concerned period		
11	Power of Attorney (TECH - 4) in favour of the person signing the bid on behalf of the bidder.		
12	List of completed assignments of similar nature (Past Experience Details) (TECH - 5) along with the copies of work orders for the respective assignments		
13	Self-Declaration on Potential Conflict of Interest (TECH - 6)		
14	Undertaking for not have been black-listed by any Central / State Govt./any Autonomous bodies during its business career.		
15	Comments and Suggestions (TECH – 7)		
16	Description of Approach, Methodology & Work Plan (TECH - 8)		
17	CV of Key Professionals (TECH – 9)		
18	Work Plan (TECH – 10)		
19	Deleted		
FINANCIAL PROPOSAL (ORIGINAL + 1 COPY)			

1	Covering Letter (FIN-1)		
2	Summary of Financial Proposal (FIN-2)		
3	BREAKDOWN OF REMUNERATION OF KEY PROFESSIONALS(FIN-3)		
4	BREAKDOWN OF OVERHEAD EXPENSES(FIN-4)		

Undertaking:

- *All the information have 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, Vyasanagar Municipality, Vyasanagar, Jajpur, Odisha-755019

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 Jajpur (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 Jajpur branch a written claim or demand and received by us at our Jajpur 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>>

FORMAT OF BID SECURITY DECLARATION FROM BIDDERS IN LIEU OF EMO

(On Bidders Letter head)

I / We, the authorized
signatory of M/s
participating in the subject
tender No.
.....fo
r the item / job of

.....
do hereby declare :

- (i) That I / we have availed the benefit of waiver of EMD while submitting our offer against the subject Tender and no EMD being deposited for the said tender.
- (ii) That in the event we withdraw / modify our bid during the period of validity Or I/we fail to execute formal contract agreement within the given timeline OR I/we fail to submit a Performance Security within the given timeline OR I/we commit any breach of Tender Conditions / Contract which attracts penal action of forfeiture of EMD and I/we will be suspended from being eligible for bidding / award of all future contract(s) of Mangalore Refinery and Petrochemicals Limited for a period of one year from the date of committing such breach.

Signature and Seal of Authorised Signatory of bidder

Name of Authorized Signatory.....

Company Name.....

CONTRACTOR

EXECUTIVE OFFICER
VYASANAGAR MUNICIPALITY