

Notice Inviting RFP for selection of "Third-Party Evaluation of Piped Water Supply Projects in 08 Districts Of Odisha Funded by Odisha Mineral Bearing Areas Development Corporation (OMBADC)".

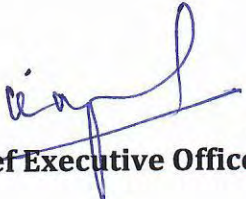
The Chief Executive Officer, Odisha Mineral Bearing Areas Development Corporation (OMBADC), Bhubaneswar, Govt. Odisha, invites Technical and Financial Proposals from agencies of national and international repute for the **Third-Party Evaluation of Piped Water Supply Projects in 08 Districts Of Odisha Funded by Odisha Mineral Bearing Areas Development Corporation (OMBADC)** as specified in this RFP Document.

The RFP document can be downloaded from the tender section of Gov. of Odisha website at www.odisha.gov.in, with effect from 19.04.2022 to 18.05.2022 and response to this tender shall be deemed to have been done after careful study and examination of this document with full understanding of its implications.

Interested agencies are requested to submit the details to the undersigned as per the schedule indicated in the Fact Sheet, by post (Registered / Speed) or by hand at the office of Chief Executive Officer, Odisha Mineral Bearing Areas Development Corporation (OMBADC), Aranya Bhawan, GD-2/12, Chandrasekharapur, Bhubaneswar, Odisha-23. Based on the eligibility criteria as mentioned in the RFP, the applicant third party consultancy will be selected. OMBADC reserve its right to cancel / modify this tender at any stage without assigning any reason thereof.

For any further clarifications, please write to the Chief Executive Officer, Odisha Mineral Bearing Areas Development Corporation, Bhubaneswar, Odisha in Email at ombadc@gmail.com.

**For Odisha Mineral Bearing Areas Development Corporation,
Bhubaneswar**


Chief Executive Officer

NOTICE INVITING
REQUEST FOR PROPOSAL (RFP)

FOR

SELECTION OF AGENCY FOR“THIRD-PARTYEVALUATION OFPIPED WATER SUPPLY PROJECTS IN 08 DISTRICTSO F ODISHA FUNDED BY ODISHA MINERAL BEARING AREAS DEVELOPMENT CORPORATION (OMBADC)”.

NIT NO:

DATE:

Issuer:

Chief Executive Officer, OMBADC,
Aranya Bhawan, Bhubaneswar-23

Phone: 0674-2300488

Email: ombadc@gmail.com

Address for Communication &Submission of Sealed Tender Documents:

Chief Executive Officer, OMBADC,
Aranya Bhawan, GD-2/12, Chandrasekharpur, Bhubaneswar-23

Phone: 0674-2300488

Email: ombadc@gmail.com

DISCLAIMER

The information contained in this Request for Proposal (hereinafter referred to either as “TENDER”) document provided to the Bidders, by the ODISHA MINERAL BEARING AREAS DEVELOPMENT CORPORATION (OMBADC), Bhubaneswar, hereinafter referred to as OMBADC, or any of their employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this TENDER document and all other terms and conditions subject to which such information is provided.

The purpose of this TENDER document is to provide information to the Bidder(s) regarding evaluation of the piped water supply projects in 08 districts undertaken through Adhoc CAMPA funding under OMBADC, Bhubaneswar. This TENDER document does not purport to contain all the information each Bidder may require.

This TENDER document may not be appropriate for all persons, and it is not possible for the OMBADC, their employees or advisors to consider the business/investment objectives, financial situation and particular needs of each Bidder who reads or uses this TENDER document.

Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this TENDER document and wherever necessary obtain independent advice from appropriate sources. OMBADC, their employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or Completeness of the TENDER document.

OMBADC may, in its absolute discretion, but without being under any obligation to do so, update/amend or supplement the information and cancel any or all provisions of this TENDER document. Such revisions to the RFP / amended RFP will be made available on the Govt. of Odisha website at www.odisha.gov.in.

Factsheet: RFP for selection of “Third-Party Evaluation of Piped Water Supply Projects in 08 Districts Of Odisha Funded by Odisha Mineral Bearing Areas Development Corporation (OMBADC)”.

Sl. No	Milestone	Date
1	Request for Proposal (RFP) document made available to the Bidders	19.04.2022
2	Last date for receiving queries	26.04.2022
3	Response to queries	30.04.2022
4	Last date for receipt of Technical and Financial proposals (Sealed Envelope)	12.05.2022(up to 1.00 PM)
5	Opening of sealed packet containing proposals in presence of Bidder(s)	12.05.2022 (at 4.00 PM)
6	Examination of pre-qualification criteria and opening of technical proposals who qualify pre-qualification.	13.05.2022
7	Technical Presentation	To be intimated later by email
8	Opening of Financial proposals of Bidders who qualifies technical criteria	To be intimated later by email
9	Earnest Money Deposit (EMD) (Demand Draft / Bankers cheque)	INR 1,00,000/-
10	Performance Bank Guarantee	3% of Agreement value
11	Method of Selection	Least Cost Selection (LCS)

Chief Executive Officer
OMBADC, 1st floor,
Aranya Bhawan,
Chandrasekharpur, Bhubaneshwar-23,
Odisha

Note:

1. CEO, OMBADC, Odisha reserves the right to cancel or amend the Tender and/or scope & other terms and conditions of this tender document. Please visit the website mentioned in the RFP document regularly from time to time for the same.
2. Proposals must be submitted before the date, time and venue mentioned in the Fact Sheet. Proposals that are received after the deadline will not be considered. **Proposal in soft format shall not be entertained.**

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1. Background:

Under Adhoc CAMPA funding, the Panchayati Raj & Drinking Water Dept. has taken up 215 no. of piped water supply projects, covering 354 mining affected villages of 8 mineral bearing districts with the provision of drinking water including household tap connection to the households of the mining affected areas in these approved districts. The Board of Directors of OMBADC have approved these projects for funding under OMBADC & fund has been released to EIC, RWSS, Odisha.

The details of activities taken up in the 08 districts and 9 divisions of RWSS are given hereunder:

Sl.No.	Name of District	Name of Division	No. of Projects	No. of Villages
1	Keonjhar	Keonjhar	13	15
2		Anandapur	14	46
3	Mayurbhanj	Rairangpur	17	17
4	Sundargarh	Sundargarh	03	38
5	Jajpur	Jajpur	03	27
6	Angul	Angul	95	125
7	Koraput	Koraput	58	70
8	Dhenkanal	Dhenkanal	04	04
9	Jharsuguda	Jharsuguda	08	12
	TOTAL		215	354

2. Objective of the Proposal

Major objective is to evaluate the functionality of the projects as well as the benefits that the community has received out of the functional projects. There is a need to technically evaluate these completed & ongoing projects. Based on the learnings, plan, the third party will evaluate the OMBADC activities undertaken as per the scheme. The

RFP is being floated to select an agency to carry out 3rd party monitoring and evaluation of the OMBADC works.

3. Scope of Work:

- 3.1. The OMBADC proposes to appoint an Independent Agency/ Firm/ Organization/Institutions for Assessment of functional status of PWS schemes under RWSS organization of Panchayati Raj & Drinking Water Department in rural areas. For the aforesaid purpose, the selected Agency /Firm/Organization/ Institutions will have to conduct an evaluation of 215 Piped Water Supply (PWS) schemes (212 small PWS schemes & 03 Mega PWS schemes) comprising of Single Village Schemes (SVS), Multi Village schemes (MVS) spread across around 354 villages of 08 mining affected district such as Keonjhar, Mayurbhanj, Sundargarh, Jajpur, Angul, Koraput, Dhenkanal & Jharsuguda and will have to submit the final report in respect of functionality of PWS schemes to the OMBADC.
- 3.2. The assessment of the functionality of the PWS schemes shall be based on meeting of the design parameter such as quantity & quality of water, positive changes in quality of life etc. found during the field visit.
- 3.3. The objective of the assignment is to seek professional assessment of the Functionality/outcome status of the PWS scheme under OMBADC and to suggest measures for correction, if any required, for improvement in functionality of the PWS schemes.
- 3.4. Salient components for the project are:-
 1. The assigned study will be based on an intensive and extensive sample survey by the concerned members of the Evaluation team of the agency/firm/ organization through participatory discussions and pre-designed structured Questionnaire by visits and personal interviews in the rural areas of these districts.
 2. The agency is to conduct an extensive field study of 100% villages and intensive household level study of 20% of the households i.e., in 354 villages of 215 no. of total PWS schemes including 03 Mega PWS schemes.
 3. OMBADC reserves the right to call for any data collected by the agency, in raw or in any other form e.g., in a pen drive for verification with ground realities. Such data will be made available by the agency concerned within 15 days as and when called for, failing which the forthcoming installment of payment would not be released. Data collected for evaluation studies and the facts/ conclusion report of the studies shall be the property of OMBADC and to be returned after completion of the evaluation.

4. Data collection, its processing, and preparation of report shall be the responsibility of the agency.
5. The OMBADC reserves the right to cancel the assignment of the study having regard to the quality of the Draft Reports or non-compliance of conditions etc. after giving due notice for rectification, as detailed in RFP.
6. Agency will guarantee that the assigned work would be original work and will not infringe on the copyright of any other person(s) /agencies.
7. Agency having prepared and delivered, the completed typed/ soft copy of the assigned work to the OMBADC examining and having decided to undertake its publications, it shall print, produce, publish and distribute the Report at its own cost and expenses in such a manner and style as the OMBADC may at its discretion deem fit. The aforesaid work will be the property of the OMBADC and all the copyrights will vest in it.
8. If any question, difference or dispute shall arise, between the agency and the OMBADC relating to this agreement or any matter arising thereof or incidental thereto, the matter shall be referred to the sole authority i.e., CEO, OMBADC and the award given by him/her shall be final and binding on both parties.

- 3.5. Conduct Interviews with concerned officials, like Executive Engineer/ AEs/JEs of concerned RWSS division, beneficiaries as per the needs of the project.
- 3.6. Prepare and submit periodical reports (financial and Physical performance)
- 3.7. At least three photographs from different angles/views per site along with geo coordinates and date should be included in the draft report and also submitted in soft copy. The report should include case studies, success stories, documentaries, etc.
- 3.8. Any clarifications regarding sampling intensity, methodology, and documentation may be sought from the CEO, OMBADC, Odisha.
- 3.9. Incorporate and revise the report based on comments received on the draft report.
- 3.10. Complete all activities in the assignment within the time period as per MoU.

4. Period of Contract

- 4.1 The third-party evaluation will be hired for a period of 09 (Nine) Months.
- 4.2 If the selected agency fails to perform the functions as agreed upon in the contract to be signed with OMBADC or commit a breach of any of the terms and conditions,

provisions or stipulations of the contract, OMBADC shall take appropriate action including termination of the contract with the agency.

4.3 The third-party evaluation may focus on the work by forming two groups so as to cover all the 9 RWSS Divisions of 08 districts within the specified time. One group will evaluate the works of **Koraput, Keonjhar, Jharsuguda, & Sundargarh (181 villages)**. Second group will evaluate the works of **Mayurbhanj, Jajpur, Angul, & Dhenkanal (173 villages)**.

5. Pre-Qualification Criteria

5.1 Eligibility requirements for the Consultancy

The invitation to Proposal is open to all Bidders who qualify the eligibility criteria as given below:

Eligibility Conditions

SL No	Basic Requirement	Specific Requirement	Documents Required
1.	Legal entity	Bidders eligible for participating in the assignment should be a Single legal entity registered in India. A company registered under the Companies Act 1956, or Companies Act, 2013 or a Limited Liability Partnership (LLP) under Companies Act, 2013 or Societies Registration Act 1860 or a partnership firm registered under the relevant and prevailing law relating to partnership in India or a Sole Proprietorship having requisite qualification.	-Certificate of incorporation/ Registration Certificate - GST Registration -PAN Number of the Agency
2.	Capacity	The Bidder Agency must have at least 10 full time professionals and 20 support associate staff on its roll as of 31st March 2022.	Certificate duly attested by the Director or Head of the concerned Firms / Agencies.
3.	Earnest Money Deposit	The Bidder should furnish, as part of its proposal, an Earnest Money	Original Demand Draft/Bankers Cheque

	(EMD)	Deposit (EMD) of INR Rs.1,00,000/- in the form of Demand Draft/ Bankers Cheque in favor of CEO, OMBADC from any Nationalized Bank.	
4.	Bidder's Experience	The Bidders must have experience in doing Evaluation/ monitoring/ impact assessment for Govt. water supply /waste waterprojects in last 5 years from the bid submission date with an average value of Rs. 50 lakhs.	Proof of engagement such as MoU/ Work Order/ Engagement Letter / LoA/Completion Certificate etc.
5.	Authorized Representative from Bidder	A Power of Attorney/Board Resolution in the name of the person signing the proposal.	Original Power of Attorney/Board Resolution Copy.
6.	Human Resource	The team should have the required number of experts as specified in RFP as per clause 7.	Details of team members are to be provided.
7.	Turnover	The firms / agencies should have an average turnover of Rs. 5.00Cr (Five Crore) in three preceding years in case of Private companies/ Agencies.	Should furnish last 03 years audited balance sheet, audited statement & certificate from Statutory Auditors. In case of Current Year Balance sheet i.e., 2021-22, Provisional Financial Statements is required with certified by Chartered Accountant.
8.	Blacklist	The Company, its Director or firm & its partner or Sole Proprietorship should not have been blacklisted by any Department of Government of	A declaration has to be provided by the Company to this

		India or State Govt.	effect.
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6. Instructions to Bidder

6.1 General Conditions

- a. All information supplied by Bidders may be treated as contractually binding on the Bidders, on the successful award of the assignment by the Chief Executive Officer, OMBADC, Odisha on the basis of this RFP.
- b. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the Chief Executive Officer, OMBADC, Odisha. Any notification of preferred Bidder status by the Chief Executive Officer, OMBADC, Odisha shall not give rise to any enforceable rights by the Bidder. The Chief Executive Officer, OMBADC, Odisha may cancel the process at any time prior to a formal written contract being executed by or on behalf of the Chief Executive Officer, OMBADC, Odisha.
- c. This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.

6.2 Definitions

Unless the context otherwise requires, the following terms whenever used in this RFP have the following meaning:

- a. **“Bidder”** means Agency which submits proposal in response to this Request for Proposal document
- b. **“Consultant”** means the Agency/firm, selected through competitive process in pursuance of this RFP, for providing the services under the Contract.
- c. **CEO, OMBADC**, Odisha means Chief Executive Officer, OMBADC, Bhubaneswar.
- d. **“Contract”** means the contract or agreement entered into by the parties for evaluation of projects undertaken.
- e. **“Personnel”** means professional and support staff provided by the Consultant/ Advisor to perform Services to execute the assignment and any part thereof
- f. **“Proposal”** means proposal submitted by Bidders in response to the RFP

issued by the Chief Executive Officer, OMBADC, for selection of Consultant.

- g. **“Services”** means the work to be performed by the third-party agency pursuant to this RFP and to the Contract to be signed by the parties in pursuance of any specific assignment awarded by the Chief Executive Officer, OMBADC, Odisha.

6.3 Compliance / Completeness of Response

- a. Bidders are advised to study all instructions, forms, terms, requirements, appendices and other information in the RFP documents carefully. Submission of the Proposal shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- b. Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Bidders must:
 - i. Comply with all requirements as set out within this RFP.
 - ii. Submit the forms as specified in this RFP and respond to each element in the order as set out in this RFP.
 - iii. Include all supporting documentation specified in this RFP.
- c. The Proposals must be complete in all respects, Indexed and Hard Bound/spiral bound. The page numbers must be clearly marked on each page and cross reference be indicated on the Index Page.

6.4 Bidder Clarifications

6.4.1 Queries

- a. CEO, OMBADC, Odisha shall invite proposals from Agencies as per the details mentioned in the Fact Sheet of this document
- b. The Bidders will have to ensure that their queries should reach to CEO, OMBADC, Odisha Bhubaneswar, through Email at the address ombadc@gmail.com, on or before last date of receiving queries as mentioned in Fact Sheet of this document through the e-mail of only

authorized representative of the Bidder. It should be clearly mentioned in the Subject of email, that email is for seeking clarifications on RFP. The queries should necessarily be submitted in the following format:

Section/ Page No	Content of RFP requiring Clarification	Change/ Clarification requested	Remarks

- c. OMBADC, Bhubaneswar shall not be responsible for ensuring that the Bidders queries have been received by them. Any requests for clarifications after the indicated date and time shall not be entertained by OMBADC, Bhubaneswar.
- d. The purpose of query /clarification is to provide the Bidders with information regarding the RFP, project requirements, and opportunity to seek clarification regarding any aspect of the RFP and the project. However, OMBADC, Bhubaneswar reserves the right to hold or re-schedule the process.

6.4.2 Responses to Queries and Issue of Corrigendum

- a. The CEO, OMBADC, Bhubaneswar will endeavor to provide timely response to the queries by uploading on(www.odisha.gov.in). No individual response to be given. However,OMBADC, Bhubaneswar makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does it undertake to answer all the queries that have been posed by the Bidders.
- b. OMBADC, Bhubaneswar may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum giving at least one day prior to the last date for receipt of Proposals.
- c. The Corrigendum (if any) & clarifications to the queries from all Bidders will be uploaded on www.odisha.gov.in. or through the respective email of the bidders. Any such corrigendum shall be

deemed to be incorporated into this RFP. In order to provide Prospective Bidders responsible time for taking the Corrigendum into account, OMBADC, Bhubaneswar may at its discretion, extend the last date for the receipt of proposals.

6.5 Key Requirements of the Bid

6.5.1. Rights to terminate the process

- a. CEO, OMBADC, Odisha may terminate the RFP process at any time and without assigning any reason. CEO, OMBADC, Odisha makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- b. This RFP does not constitute an offer by the CEO, OMBADC, Odisha. The Bidders' participation in this process may result in engaging the Bidder towards execution of the Contract.

6.5.2 Earnest Money Deposit

- a. Bidders shall submit, along with their Proposals, EMD of INR Rs.1,00,000/- in the form of a Demand Draft or Bankers cheque issued in favour of "*Chief Executive Officer*" OMBADC from any Nationalized/Scheduled Bank payable at Bhubaneswar.
- b. EMD of all unsuccessful Bidders would be refunded within 60 Days of the Bidding being notified as being unsuccessful. The EMD, for the amount mentioned above, of successful Bidder would be returned upon submission of Performance Bank Guarantee as per the format provided in Annexure-IV.
- c. EMD amount is interest free and will be refundable to the unsuccessful Bidder without any accrued interest on it.
- d. The Proposal submitted without EMD, mentioned above, will be summarily rejected.
- e. The EMD may be forfeited:
 - i. If a Bidder withdraws or modifies the Proposal during the period of validity.

- ii. In case of a successful Bidder, if the Bidder fails to sign the Contract in accordance with this RFP or submit Performance Bank Guarantee.
- iii. If the Bidder is found to have submitted any wrong/manipulated/hidden/fraud information in the bid.

6.5.3 Submission of Responses

a. Technical Proposal (containing)

- i. EMD, Power of Attorney
- ii. Cover letter (Annexure I) and response to Pre-qualification Criteria mentioned in Section 5 (in a **separate sealed envelope**)
- iii. Technical proposal as per technical evaluation criteria mentioned in Section 8 with supporting documents in a **separate sealed envelope**. On the envelope, it should be clearly mentioned Technical Proposal for 3rd party Evaluation of OMBADC works

b. Financial Proposal (containing)

- i. Cover Letter
- ii. Financial Proposal (10.3) Annexure-III in a **separate sealed Envelope**. On the envelope, it should be clearly mentioned Financial Proposal for 3rd party Evaluation of OMBADC works.

c. Main Cover

Both technical and financial sealed covers shall be put in one envelope and the title of RFP superscribed –“**RFP For Selection of Agency For “Third-Party Evaluation of Piped Water Supply Projects in 08 Districts of Odisha funded by Odisha Mineral Bearing Areas Development Corporation (OMBADC)”**.”to be mentioned clearly on the envelope, then sealed and submitted.

6.5.4 Authentication of Proposals

The Proposal should be accompanied by a power-of-attorney in the name of the signatory of the Proposal as per Annexure-II mentioned in this RFP.

6.6 Preparation and Submission of Proposal

6.6.1 Proposal Preparation Costs

The Bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/

discussions/ presentations, preparation of Proposal, in providing any additional information required by to facilitate the evaluation process, and in negotiating a definitive Contract or all such activities related to the process. OMBADC will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the process.

6.6.2 Language

The Proposal should be filled by the Bidders in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of interpretation of the documents, the English translation shall govern.

6.6.3 Late Proposals

- a. Original hard copy of RFP document fees and EMD received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall be returned unopened.
- b. The Proposals submitted by telex/ telegram/ fax/ e-mail etc. shall not be considered. No correspondence will be entertained on this matter.
- c. CEO OMBADC, Odisha shall not be responsible for any postal delay or non-receipt/ non-delivery of the documents. No further correspondence on the subject will be entertained.
- d. CEO OMBADC, Odisha reserves the right to modify and amend any of the above-stipulated condition/ criterion depending upon project priorities vis-à-vis urgent commitments.

6.7 Evaluation Process

- a. CEO OMBADC, Odisha Bhubaneswar shall constitute a **Proposal Evaluation Committee to evaluate the responses of the Bidders. (PEC)**
- b. The Proposal Evaluation Committee constituted by the Chief Executive Officer, OMBADC, Odisha shall evaluate the responses to the RFP and all supporting documents/Documentary evidence. Inability to submit requisite supporting documents/ documentary evidence, may lead to rejection.

- c. The decision of the Proposal Evaluation Committee (PEC) in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of evaluation with the Committee.
- d. The Proposal Evaluation Committee may ask for meetings with the Bidders or may call for any information relating to technical details through mail to seek clarifications on their Proposals.
- e. The Proposal Evaluation Committee reserves the right to reject any or all Proposals on the basis of any deviations.
- f. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP under the Evaluation and Selection section.
- g. There will be presentation by the Bidders on the procedure, plan and way forward on a fixed date and time.

6.7.1 Tender Opening

The Proposals submitted up to date and time mentioned in this RFP document will be opened by Proposal Evaluation Committee authorized by the Chief Executive Officer, OMBADC, Odisha in the presence of the Bidders or their representatives who may be present at the time of opening. The representatives of the Bidders should be advised to carry the letter of authority and identity card (if any) from the Bidder agencies to identify their bonafides for attending the opening of the Proposal.

6.7.2 Proposal Validity

The offer submitted by the Bidders should be valid for a minimum period of 120 days from the date of submission of the Proposal.

6.7.3 Proposal Evaluation

Proposal Evaluation and Selection will be carried out as per the specifications mentioned in the Section on "Evaluation and Selection."

6.8 Modification and withdrawal of Proposals

- a. The Bidder is allowed to modify or withdraw its submitted Proposal any time prior to the last date prescribed for receipt of Proposals, by giving a written notice to Chief Executive Officer, OMBADC, Odisha.

- b. Subsequent to the last date for receipt of Proposals, no modification of bids shall be allowed.
- c. The Bidders cannot withdraw the Proposal in the interval between the last date for receipt of Proposal and the expiry of the Proposal validity period specified in the Proposal. Such withdrawal may result in the forfeiture of its EMD from the Bidder.

6.9 Proposal Forms

Wherever a specific form is prescribed in this Request for Proposal (RFP) document, the Bidder shall use the form to provide relevant information. If the form does not provide space for any required information, space at the end of the form, additional sheets shall be used to convey the required information. For all other cases, the Bidder shall design a form to hold the required information.

6.10 Local Conditions

- a. Each Bidder is expected to become fully acquainted with the local conditions and factors, which may affect the performance of the Contract and/ or the cost.
- b. The Bidder is expected to know all conditions and factors, which may have any effect on the execution of the Contract after issue of letter of Award. The Chief Executive Officer, OMBADC, Odisha shall not entertain any request for clarification from the Bidder regarding such local conditions.
- c. It is the Bidders responsibility that such factors have been properly investigated and considered before submitting the Proposal. No claim, what-so-ever, including that for financial adjustment to the Contract awarded under the bidding document will be entertained by the Chief Executive Officer, OMBADC, Odisha. Neither any change in the time schedule of the Contract nor any financial adjustments arising there-of shall be permitted by the Chief Executive Officer, OMBADC, Odisha on account of failure of the Bidder to know the local laws/ conditions. The Bidder is expected to visit and examine and study the location of Govt. offices and its surroundings and obtain all information that may be necessary for preparing the Proposal at its own interest and cost.

6.11 Contacting the OMBADC, Bhubaneswar or any of the bodies related to

OMBADC

Any effort by a Bidder to influence the Proposal evaluation, Proposal comparison or Contract award decisions may result in the rejection of the Proposal.

Bidder shall not approach officers after office hours and/ or outside office premises, from the time of the Proposal opening till the time the Contract is awarded.

6.12 Tentative Schedule of Events

Tentative schedule of events shall be as per the dates and time given in the Fact Sheet.

6.13 Opening of Proposal

First, The Technical cover shall be opened on date mentioned in fact sheet. The Financial Proposal shall be opened in presence of technically qualified Bidders. The date of opening of financial proposals will be intimated to the qualified Bidders. The Evaluation Committee or its authorized representative will open the Proposals.

6.14 Deciding Award of Contract

- a. The Chief Executive Officer, OMBADC, Odisha reserves the right to ask for a technical elaboration/clarification from the Bidder on the already submitted Technical Proposal at any point of time before opening the Financial Proposal.
- b. The Bidder's name, the Proposal Price, the total amount of each Proposal and other such details, will be announced and recorded at the opening of Proposal.
- c. After acceptance of LoA, Performance Bank Guarantee shall be deposited as specified in this document for signing an Agreement with Chief Executive Officer, OMBADC, Odisha or his /her authorized representative.
- d. Special Condition for Awarding the Agreement:
 - i. Chief Executive Officer, OMBADC, Odisha or his/her authorized representative will sign the Agreement with successful Bidder for a period as mentioned in Duration of Contract in the document.

- ii. Chief Executive Officer, OMBADC, Odisha may extend the Agreement for a time period beyond what has been specified in Duration of Contract in the document.
- iii. Chief Executive Officer, OMBADC, Odisha will also have the right to provide extension/ increase in the scope of work as per the mutually agreed terms and conditions between both the parties.
- iv. Chief Executive Officer, OMBADC, Odisha will have the right to ask for additional Team members beyond what has been specified in this RFP.

6.15 Confidentiality

- a. As used herein, the term Confidential Information means any information, including information created by or for the other party, whether written or oral, which relates to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions or security procedures of either party or any of its affiliates, or any client of either party, except such information which is in the public domain at the time of its disclosure or thereafter enters the public domain other than as a result of a breach of duty on the part of the party receiving such information. It is the express intent of the parties that all the business process and methods used by the Bidder in rendering the Services hereunder are the Confidential Information of the Bidder.
- b. The Bidders shall keep confidential, any information related to this RFP, with the same degree of care as it would treat its own confidential information. The Bidders shall note that the confidential information will be used only for the purposes of this RFP and shall not be disclosed to any third party for any reason what-so-ever.
- c. At all-time of the performance of the Services, the Bidder shall abide by all applicable security rules, policies, standards, guidelines and procedures. The Bidder should note that before any of its employees or assignees is given access to the Confidential Information, each such employee and assignees shall agree to be bound by the terms no less onerous than those contained under this RFP and such rules, policies, standards, guidelines and procedures by its employees or agents.

- d. The Bidder should not disclose to any other party and keep confidential the terms and conditions of this Contract agreement, any amendment hereof, and any Attachment or Annexure hereof.
- e. The obligations of confidentiality under this section shall survive /rejection of the Contract.

6.16 Publicity

Any publicity by the Bidder containing the name of OMBADC, Bhubaneswar should be done only with the explicit written permission from Chief Executive Officer, OMBADC, Odisha

6.17 Execution of the Agreement

After acknowledgement of the LoA by the selected Bidder, a performance bank guarantee of 3% of total agreement Fee has to be deposited in the form of Bank Guarantee of any nationalized / scheduled bank. The performance bank guarantee shall be valid for period of 60 days beyond the duration of Contract as specified in the RFP document. The Consultant shall sign the Agreement within 15 days from the issue of LoA. The agreement is mutually extendable after the completion of the initial term.

6.18. Performance Bank Guarantee

The successful Bidder firm shall furnish the Performance Bank Guarantee as stipulated in the format mentioned at **Annexure-IV**

6.19 Duration of Contract

The assignment of the work shall be valid for a period of 09 (Nine) Months.

6.20 Terms and Conditions: Applicable Post Award of Contract

6.20.1 Termination Clause

6.20.1.1 Termination for Default

Chief Executive Officer, OMBADC, Odisha may, on view of following default without prejudice to any other remedy for breach of contract, by a written notice of default of at least 15 days sent to the selected Bidder, terminate the Contract in whole or in part (provided a total cure period for whole project period i.e. 9 months shall not be more than 45 days is given to the selected Bidder to rectify the breach):

- i. If the selected Bidder fails to deliver any or all quantities of the Service within the time period specified in the Contract, or any extension thereof granted by; or
- ii. If the selected Bidder fails to perform any other obligation under the Contract within the specified period of delivery of service or any extension granted thereof; or

- iii. If the selected Bidder, in the judgment of Chief Executive Officer, OMBADC, Odisha is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract.
- iv. If the selected Bidder commits breach of any condition of the Contract.

If Chief Executive Officer, OMBADC, Odisha terminates the Contract in whole or in part on above ground, amount of Performance Bank Guarantee may be forfeited.

6.20.1.2 Termination for Insolvency

Chief Executive Officer, OMBADC, Odisha may at any time terminate the Contract by giving a written notice of at least 30 days to the selected Bidder, if the selected Bidder becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the selected Bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to OMBADC, Bhubaneswar.

6.20.1.3 Termination for Convenience

- a. OMBADC, Bhubaneswar by a written notice of at least 30 days sent to the selected Bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for CEOOMBADC's convenience, the extent to which performance of the selected Bidder under the Contract is terminated, and the date upon which such termination becomes effective.
- b. In such case, Chief Executive Officer, OMBADC, Odisha will pay for all the pending invoices as well as the work done till that date by the Consultant.
- c. Limitation of Liability- In no event shall either party be liable for consequential, incidental, indirect, or punitive loss, damage or expenses (including lost profits). The selected Bidder shall not be liable to the other hereunder or in relation hereto (whether in contract, tort, strict liability or otherwise) for more than the value of the fees to be paid (including any amounts invoiced but not yet paid) under this Agreement.

6.20.1.4 Termination by Chief Executive Officer, OMBADC, Odisha

- a. The OMBADC, Bhubaneswar may, by not less than 30 days written notice of termination to the Bidder, such notice to be given after the occurrence of any of the events, terminate this Agreement if:
 - i. The selected Bidder fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension, within fifteen (15) days of receipt of such notice of suspension or within such further period as they may have been subsequently granted in writing;
 - ii. The selected Bidder becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
 - iii. The selected Bidder fails to comply with any final decision reached as a result of the Dispute Resolution mechanism/proceedings.
 - iv. The selected Bidder submits to the Chief Executive Officer, OMBADC, Odisha a statement which has a material effect on the rights, obligations or interests of Chief Executive Officer, OMBADC, Odisha and which the selected Bidder knows to be false;
- b. Any document, information, data or statement submitted by the Bidder in its Proposals, based on which the selected Bidder was considered eligible or successful, is found to be false, incorrect or misleading.
- c. As the result of Force Majeure, the selected Bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- d. If OMBADC, Bhubaneswar would like to terminate the Contract for reasons not attributable to the selected Bidder's performance, they will need to clear all invoices for the Services up to the date of their notice.
- e. If OMBADC, Bhubaneswar would like to terminate the Contract for reasons attributable related to the selected Bidder's performance, Chief Executive Officer, OMBADC, Odisha will give a rectification notice for 30days to the Consultant/ Advisor in writing with specific observations and instructions.

6.20.1.5 Termination by the selected Bidder

The selected Bidder may, by not less than 60 days written notice to Chief Executive Officer, OMBADC, Odisha such notice to be given after the occurrence of any of the events, terminate this Agreement if:

- a. Chief Executive Officer, OMBADC, Odisha is in material breach of its obligations pursuant to this Agreement and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently agreed in writing) following the receipt by the selected Bidder's notice specifying such breach.
- b. Chief Executive Officer, OMBADC, Odisha fails to comply with any final decision reached as a result of the Dispute Resolution mechanism/proceedings.

6.20.1.6 Consequences of Termination

- a. In the event of termination of the Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise], Chief Executive Officer, OMBADC, Odisha shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Vendor shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/ breach, and further allow the next successor Vendor to take over the obligations of the erstwhile Vendor in relation to the execution/ continued execution of the scope of the Contract.
- b. Nothing herein shall restrict the right of Chief Executive Officer, OMBADC, Odisha to invoke guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/ or remedies that may be available under law or otherwise.
- c. The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.
- d. Upon termination of this Agreement all pending payments due till the date of the termination of the Contract will be made by Chief Executive Officer, OMBADC, Odisha to the selected Bidder.

6.20.2 Liquidated Damages

- a. Notwithstanding the right of Chief Executive Officer, OMBADC, Odisha to cancel the order, Liquidated Damages (LD) for late delivery at 1% (One percent) of the undelivered portion of the total agreement fees per week will be charged for every week 's delay in the specified delivery schedule subject to a maximum of 10% of the value of the contract.
- b. Please note that the above LD for delay in delivery are independent of each other and shall be levied as the case may be.
- c. Chief Executive Officer, OMBADC, Odisha reserve its right to recover these amounts by any mode such as adjusting from any payments to be made by Chief Executive Officer, OMBADC, Odisha to the Consultant. Liquidated damages will be calculated on per week basis.
- d. The cumulative and aggregate limit of LD for delay in delivery would be limited to maximum of 10% of the total agreement fees. The aggregate liability of the Consultant shall in no event exceed the total value of the fee received under this Contract.

6.20.3 Dispute Resolution Mechanism

- a. The Chief Executive Officer, OMBADC, Odisha and the selected Bidder shall make every effort to resolve amicably by direct negotiations, any disagreement or dispute, arising between them under this contract.
- b. In case dispute cannot be resolved amicably, Chief Executive Officer, OMBADC, Odisha may appoint as Arbitrator as per rules to resolve the issue as per Arbitration & Conciliation Act 1996 or any amendment thereof, whose decision shall be binding to both the parties.
- c. The Court of Arbitration at Bhubaneswar, Odisha has exclusive jurisdiction to determine any proceeding in relation to the Contract.

6.20.4 Notices

Notice or other communications given or required to be given under the Contract shall be in writing and shall be e-mailed followed by hand-delivery with acknowledgment thereof, or transmitted by pre-paid registered post or courier. Any notice or other communication shall be deemed to have been

validly given on date of delivery if hand delivered & if sent by registered post than on expiry of seven (07) days from the date of posting.

6.20.5 Force Majeure

Force Majeure is herein defined as any cause, which is beyond the control of the selected Bidder or Chief Executive Officer, OMBADC, Odisha as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the Contract, such as:

- a. Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics.
- b. Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargo.
- c. Terrorist attack, public unrest in work area provided either party shall within 10 days from the occurrence of such a cause, notifies the other in writing of such causes.

The selected Bidder or Chief Executive Officer, OMBADC, Odisha shall not be liable for delay in performing his/ her obligations resulting from any force majeure causes as referred to and/ or defined above.

Force Majeure shall not include any events caused due to acts/ omissions of such Party or result from a breach/ contravention of any of the terms of the Contract, Proposal and/ or the Request for Proposal (RFP). It shall also not include any default on the part of a party due to its negligence or failure to implement the stipulated/ proposed precautions, as were required to be taken under the Contract. The failure or occurrence of a delay in performance of any of the obligations of either party shall constitute a Force Majeure event only where such failure or delay could not have reasonably been foreseen, or where despite the presence of adequate and stipulated safeguards the failure to perform obligations has occurred. In such an event, the affected party shall inform the other party in writing within five days of the occurrence of such event. Chief Executive Officer, OMBADC, Odisha will make the payments due for Services rendered till the occurrence of Force Majeure. However, any failure or lapse on the part of the Selected Bidder in performing any obligation as is necessary and proper, to negate the damage due to projected force

majeure events or to mitigate the damage that may be caused due to the above mentioned events or the failure to provide adequate disaster management/ recovery or any failure in setting up a contingency mechanism would not constitute force majeure, as set out above.

In case of a Force Majeure, all Parties will endeavour to agree on an alternate mode of performance in order to ensure the continuity of Service and implementation of the obligations of a party under the Contract and to minimize any adverse consequences of Force Majeure.

6.20.6 Failure to agree with Terms and Conditions of the RFP

Failure of the successful Bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event may invoke the Performance Bank Guaranty (PBG) of the successful Bidder and award the contract to the next best value Bidder or call for new Proposals from the interested Bidders.

6.21 Contract Performance Bank Guarantee

- a. Within 15 days after the receipt of LoA from Chief Executive Officer, OMBADC, Odisha the successful Bidders shall furnish Contract Performance Bank Guarantee to the Chief Executive Officer, OMBADC, Odisha, Bhubaneswar which shall be equal to 3% of total agreement Fee and shall be in the form of a Bank Guarantee Bond from any Nationalized Bank in the Performa given here-in-after in this document valid for period of 60 days beyond the duration of Contract as specified in the document.
- b. The proceeds of the performance bank guarantees shall be payable to the Chief Executive Officer, OMBADC, Odisha as compensation for any loss/ penalties resulting from the Selected Bidders failure to complete its obligations under the Contract.
- c. The performance bank guarantee will be discharged by Chief Executive Officer, OMBADC, Odisha and returned to the Selected Bidder within 60 days following the date of completion of the Selected Bidder's performance obligations, including any warranty obligations under the Contract.

6.22 Statutory Requirements

During the tenure of this Contract, nothing shall be done by the Selected Bidder in contravention of any law, act and/ or rules/ regulations, there-under or any amendment.

6.23 Contract administration

- a. Either party may appoint any individual/ Agency as its authorized representative through a written notice to the other party. Each Representative shall have the authority to:
 - i. Exercise all the powers and functions of his/ her Party under this Contract, other than the power to amend this Contract and ensure proper administration and performance of the terms hereof; and
 - ii. Bind his or her Party in relation to any matter arising out of or in connection with this Contract.
 - iii. The Selected Bidder shall be bound by all undertakings and representations made by the authorized representative of the Selected Bidder and any covenants stipulated hereunder, with respect to this Contract, for and on their behalf.
 - iv. For the purpose of execution or performance of the obligations under this Contract, the Chief Executive Officer, OMBADC, Odisha representative would act as an interface with the nominated representative of the Selected Bidder. The Selected Bidder shall comply with any instructions that are given by the representative during the course of this Contract in relation to the performance of its obligations under the terms of the Contract.
 - v. A committee comprising of representatives from the Chief Executive Officer, OMBADC, Odisha and the Selected Bidder shall meet from time to time to discuss any issues/ bottlenecks being encountered.

6.24 Right of Monitoring, Inspection and Periodic Audit

The Chief Executive Officer, OMBADC, Odisha reserves the right to inspect and monitor/ assess the progress/ performance at any time during the course of the Contract, after providing due notice to the Selected Bidder. Chief Executive Officer, OMBADC, Odisha may demand, and upon such demand being made, the selected Bidder shall provide with any document, data, material or any other information required to assess the progress of the

project. Chief Executive Officer, OMBADC, Odisha shall also have the right to conduct, either itself or through any another consultant/ advisor as it may deem fit, an audit to monitor the performance by the Selected Bidder of its obligations/ functions in accordance with the standards committed to or required by Chief Executive Officer, OMBADC, Odisha and the Selected Bidder undertakes to cooperate with and provide to Chief Executive Officer, OMBADC, Odisha / any other Agency appointed by Chief Executive Officer, OMBADC, Odisha all documents and other details as may be required by them for this purpose. Any deviations or contravention identified as a result of such audit/ assessment would need to be rectified by the Selected Bidder failing which Chief Executive Officer, OMBADC, Odisha may, without prejudice to any other rights that it may have, issue a notice of default.

6.25 OMBADC's Obligations

Chief Executive Officer, OMBADC, Odisha shall interface with the Selected Bidder, to provide the required information, clarifications, and to resolve any issues as may arise during the execution of the Contract.

Chief Executive Officer, OMBADC, Odisha shall ensure that timely approval is provided to the selected Bidder, where deemed necessary, related to Services required to be provided as part of the Scope of Work.

6.26 Information Security

The selected Bidder would sign a Non-Disclosure Agreement with Chief Executive Officer, OMBADC, Odisha to ensure information security and confidentiality of processes, information and the various projects and activities taken up during the period of the agreement.

The Selected Bidder shall not carry and/ or transmit any material, information, layouts, diagrams, storage media or any other goods/ material in physical or electronic form, which are proprietary to or owned by Chief Executive Officer, OMBADC, Odisha, out of premises, without prior written permission from the Chief Executive Officer, OMBADC, Odisha. Selected Bidder shall, upon termination of this agreement for any reason, or upon demand by Chief Executive Officer, OMBADC, Odisha whichever is earliest, return any and all information provided to the Selected Bidder, including any copies or reproductions, both hard copy and electronic.

6.27 Indemnity

The Selected Bidder shall execute and furnish a Deed of Indemnity in favour of Chief Executive Officer, OMBADC, Odisha in a form and manner acceptable to the, indemnifying from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind how-so-ever suffered including patent, copyright, trademark and trade secret, arising or incurred inter-alia during and after the Contract period out of:

- a. Negligence or wrongful act or omission by the Selected Bidder or its team or any Agency/ Third Party in connection with or incidental to this Contract; or
- b. Any breach of any of the terms the Selected Bidder's Proposal as agreed, the Tender and this Contract by the Selected Bidder, its Team or any Agency/ Third Party.
- c. The indemnity shall be to the extent of Total agreement Fee.

6.28 Prices

Prices quoted must be final and shall not be subject to any upward revision on any account what-so-ever throughout the period of the engagement.

6.29 Special Conditions of Contract

6.29.1 Payment Schedule

The payment as specified in financial format Annexure-3 as submitted by Selected Consultant shall be made as per the following milestones:

S.N.	Activity	Timeline	% of fee to be paid
1	Submission of the inception report	Within 1 month of signing of contract	10%
2	Submission of the interim report	Within 3 months of signing the contract	20%
3	Submission of draft report	Within 7 months of signing the contract	40%
4	Submission of final report	Within 9 months of signing the contract	30%

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6.30 Continuance of the Contract:

Notwithstanding the fact that settlement of dispute(s) (if any) may be pending, the parties hereto shall continue to be governed by and perform the work in accordance with the provisions under the Scope of Work to ensure continuity of operations.

6.31 Conflict of interest:

1. Client requires that agencies shall provide professional, objectivity and impartial advice and at all times hold the Client's interest paramount, strictly avoid conflicts of interest with other assignments or their own corporate interests and act without any consideration for future work.
2. Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be engaged, under any of the circumstances set forth below:

a. Conflicting Activities

A firm hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or implementation

b. Conflicting Assignments

A Consultant (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, maybe in conflict with another assignment of the Consultant to be executed for the same or for another Client.

c. Conflicting Relationships

i. A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the Client's staff who is directly or indirectly involved in any part in (a) the preparation of the Terms of Reference of the Assignment / job, (b) the selection process for such Assignment/job, or (c) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this

relationship has been resolved in a manner acceptable to the Client throughout the selection process and the execution of the Contract.

- ii. Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.
- iii. No agency or current employees of the Client shall work as Consultants.

6.32 Severance

In the event any provision of the Contract is held to be invalid or unenforceable under the applicable law, the remaining provisions of this Contract shall remain in full force and effect.

6.33 Governing Language

The Agreement shall be written in English language. Subject to below Clause, such language versions of the Agreement shall govern its interpretation. All correspondence and other documents pertaining to the Contract that are exchanged by parties shall be written in English language only.

6.34 No Claim Certificate

The Selected Bidder shall not be entitled to make any claim, whatsoever against, under or by virtue of or arising out of, the Contract, nor shall entertain or consider any such claim, if made by the Selected Bidder after it has signed a No claim certificate in favour OMBADC, Odisha in such form as shall be required by it after the work is finally accepted.

6.35 Publicity

The Selected Bidder shall not make or permit to be made a public announcement or media release about any aspect of this Contract unless OMBADC, Odisha first gives its written consent to the selected Bidder.

6.36 General

6.36.1 Relationship between the Parties

Nothing in the Contract constitutes any fiduciary relationship between the CEO OMBADC, Odisha and Selected Bidder/ Bidder's Team or any

relationship of employer employee, principal and agent, or partnership, between OMBADC Bhubaneswar and Selected Bidder.

No Party has any authority to bind the other Party in any manner whatsoever except as agreed under the terms of the Contract.

CEO OMBADC, Odisha will not be under any obligation to the Implementation Consultant's Team except as agreed under the terms of the Contract.

6.36.2 No Assignment

The Selected Bidder shall not transfer any interest, right, benefit or obligation under the Contract without the prior written consent of the CEO OMBADC, Odisha.

6.36.3 Survival

The provisions of the clauses of the Contract in relation to documents, data, processes, property, Intellectual Property Rights, indemnity, publicity and confidentiality and ownership survive the expiry or termination of this Contract and in relation to confidentiality, the obligations continue to apply unless notifies the Selected Bidder of its release from those obligations.

6.36.4 Entire Contract

The terms and conditions laid down in the Request for Proposal (RFP) and all annexure thereto as also the Proposal and any attachments/ annexure thereto shall be read in consonance with and form an integral part of the Contract. The Contract supersedes any prior contract, understanding or representation of the Parties on the subject matter.

6.36.5 Governing Law

This Contract shall be governed in accordance with the laws of India, Laws of Government of Odisha.

6.36.6 Jurisdiction of Courts

The High Court of India at Cuttack, Odisha has exclusive jurisdiction to determine any proceeding in relation to the Contract.

6.36.7 Compliance with Laws

The Selected Bidder shall comply with the laws in force in India and of Govt. of Odisha in the course of performing the Contract.

6.36.8 Notices

A notice means:

- i. A Notice; or
- ii. A consent, approval or other communication required to be in writing under the Contract.

All notices, requests or consent provided for or permitted to be given under this Contract shall be in writing and shall be deemed effectively given when personally delivered or mailed by prepaid certified/ registered mail, return receipt requested, addressed as follows and shall be deemed received two days after mailing or on the date of delivery if personally delivered:

To,

Chief Executive Officer
OMBADC, Aranya Bhawan, GD2/12
Chandrasekharpur, Bhubaneswar-23, Odisha

Any Party may change the address to which notices are to be directed, by giving a notice to the other party in the manner specified above. A notice served on a Representative is taken to be notice to that Representative's Party.

6.36.9 Waiver

Any waiver of any provision of this Contract is ineffective unless it is in writing and signed by the Party waiving its rights.

A waiver by either Party in respect of a breach of a provision of this Contract by the other Party is not a waiver in respect of any other breach of that or any other provision.

The failure of either Party to enforce at any time any of the provisions of this Contract shall not be interpreted as a waiver of such provision.

6.36.10 Modification

Any modification of the Contract shall be in writing and signed by an authorized representative of each Party based on mutual consent.

6.36.11 Taxes

The Bidder shall pay Goods and Service Tax and other applicable taxes, if any, imposed on the Services under this Contract.

6.36.12 Application

These General Conditions shall apply to the extent that provisions in other parts of the Contract do not supersede them.

6.37 Fraud and Corrupt Practices

6.37.1 Fraud and Corrupt Practices

- a. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, Chief Executive Officer, OMBADC, Odisha shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the Prohibited Practices)) in the Selection Process. In such an event, Chief Executive Officer, OMBADC, Odisha shall, without prejudice to its any other rights or remedies, appropriate the Bid Security or Performance Security, as the case maybe, as mutually agreed genuine pre-estimated compensation and damages payable to Chief Executive Officer, OMBADC, Odisha for, inter alia, time, cost and effort of Chief Executive Officer, OMBADC, Odisha, in regard to the RFP, including consideration and evaluation of such Bidder's Proposal.
- b. Without prejudice to the rights of Chief Executive Officer, OMBADC, Odisha under Clause above and the rights and remedies which Chief Executive Officer, OMBADC, Odisha may have under the LoA or the Agreement, if an Bidder, is found by Chief Executive Officer, OMBADC, Odisha have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LoA or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by Chief Executive Officer, OMBADC, Odisha for a period of 5 (five) years.
- c. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:

- a. corrupt practice means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process
- b. Fraudulent practice means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- c. Coercive practice means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;
- d. undesirable practice means (i) establishing contact with any person connected with or employed or engaged by with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or(ii) having a Conflict of Interest.
- e. Restrictive practice means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

7. Minimum Human Resources Required

S No	Name of Resource	Unit
1	Team Leader	1
2	Field investigator	6
3	Monitoring & Evaluation Expert	2
4	Field Engineer	5
5	Accounts Expert	2
	Total	16

Indicative Job Description of proposed Resources

A. Team Leader

Specific Tasks:

- Act as a formal channel of communication between OMBADC and Impact assessment agency
- Ensure that deliverables are achieved in a timely manner.
- Initiate and monitor the conduct of technical assessment and social impact assessment exercise undertaken under OMBADC
- Provide on-site support to Field Engineers, Accounts Experts and Field Investigators to liaison with Line department officials at all levels.
- Support in organizing consultations with relevant stakeholders and communities during the Impact assessment exercise.
- Promote and Use Technical Monitoring and Social Audit tools to generate public opinion about the ongoing and completed projects.
- Any other tasks assigned by the senior management of OMBADC.
- Prepare the draft and final impact assessment report for submission to OMBADC.

Qualifications and Experience:

- A master's degree in any branch of Engineering Preferably Civil with an expertise for social impact assessment study.
- Minimum of 10 years' experience in Government Programmes / Government Agencies / Departments / International Agencies/ Private Sector
- 5 years of experience in Drinking Water Supply sector is essential.

B. Monitoring & Evaluation Expert

Specific Tasks

- Working with OMBADC team, the M&E expert must prepare a Log frame for the impact assessment exercise that would capture the key performance indicators, method of tracking and frequency of tracking and analyze the collected data of such indicators;
- Analyze and evaluate data to ensure achievements of objectives and develop presentations and written products on the findings.
- M & E expert in coordination with the team leader will design entire impact assessment exercise which includes development of the technical monitoring tools and questionnaires, training of the field engineers, accounts experts and Investigators, develop the monitoring plan, assign the sites to be

visited by the Investigators, collect all filled in questionnaires and hand them over to the Data entry operators for entering data in the soft form.

- Prepare draft and consolidated final report for OMBADC which will reflect the impact of drinking water projects on the community including identification of problems, causes of potential bottlenecks in implementation, and providing specific recommendations.
- Any other duties as may be assigned.

Qualification & Experience

- A University degree in a related field. A post graduate degree is an advantage.
- Minimum of five (5) years of responsible professional work experience in monitoring and evaluation.
- Good experience of monitoring and evaluation methodologies including quantitative and qualitative approaches.
- Proven experience in strategic approaches for programme monitoring and evaluation.

C. Field Engineer (04 Civil Engineers & 01 Electrical Engineer)

Specific Tasks

- Ensure proper liaison with field level officials of implementing agencies.
- Make visits to ascertain completion in totality and collect required data.
- Assist other experts of the unit in ensuring effective monitoring of all activities and interventions.
- Sample Check the measurements from 20% of the projects visited by Investigators.
- Ensure that the construction is in compliance as per the approved design & drawing.
- Participate in the field level review meetings and help draft minutes of such meetings.
- Any other duties as may be assigned.

Qualification & Experience for Civil Engineer

- Graduate in Civil Engineering; or Diploma in Civil Engineering with 5 years of experience in Water supply projects/waste water project.

Qualification & Experience for Electrical Engineer

- Graduate in Electrical Engineering; or Diploma in Electrical Engineering with 5 years of experience in Water supply projects/waste water project.

D. Field Investigators

Specific Tasks

- Undertake field work as per plan with specified schedule and questionnaire
- Collaborate with the local administration/ panchayat representatives on a regular basis during the field visits.
- Capturing the required information through questionnaires, Recording the interviews where required and carrying out detailed surveillance of the workplace.
- Ensure completion of required no. of questionnaire on a daily basis and their submission to the M&E expert.
- Work in close coordination with the Team Leader and M&E expert and intimate them about the field level hurdles if any.

Qualifications and Experience

- A Graduate from any recognized university.
- Minimum of 3 years total work experience related to Social Mobilization in Government/private/non-profit organizations of repute.
- Minimum of 2 years' experience of working in Government Programme/Government Agencies/ departments / National Agencies.

E. Accounts Experts

Specific Tasks

- Review financial reports&communicate financial results to Client.
- Prepares special financial reports by collecting, analysing, and summarizing account information and trends.
- Any other duties as may be assigned.

Qualifications and Experience

- Master's Degree in Commerce preferably with CA Inter/ICWA Interwith 3 years' experience.

8. Evaluation & Selection

8.1. Technical Evaluation

Initial Bid scrutiny will be made and incomplete details as given below will be treated as nonresponsive if Proposals

- i. Are not submitted in as specified in the RFP document
- ii. Received without the Letter of Authorization (Power of Attorney)
- iii. Are found with suppression of details
- iv. With incomplete information, subjective, conditional offers and partial offers submitted
- v. Submitted without the documents requested in the checklist
- vi. Have non-compliance of any of the clauses stipulated in the RFP
- vii. Have a lesser validity period

All responsive Bids will be considered for further processing as below.

Proposal Evaluation Committee will prepare a list of responsive Bidders, who comply with all the Terms and Conditions of the Tender. All eligible bids will be considered for further evaluation by the Committee according to the evaluation process defined in this RFP document. The decision of the Committee will be final in this regard.

a.

Evaluation committee will examine the bids to determine whether they are complete, whether any computational errors have been made, and whether the bids are generally in order.

b. OMBADC may conduct clarification meetings with each or any Bidder to discuss any matters, technical or otherwise.

c. Further the scope of evaluation committee also cover taking any decision with regard to the Tender document, execution/ implementation of the project including management period.

d. Proposal shall be opened in the presence of Bidders representatives who intend to attend at their cost. The Bidders representatives who are present shall sign a register giving evidence of their attendance.

e. Proposal document shall be evaluated as per the following steps.

i. ***Preliminary examination of prequalification/eligibility criteria documents:***

The prequalification document will be examined to determine whether the Bidder meets the eligibility criteria, whether the Proposal is complete in all respects, whether the documents have been properly signed and whether the bids are generally in order. Any bids found to be non-responsive for any reason or not meeting the minimum levels of the performance or eligibility criteria specified in various sections of this RFP document will be rejected and will not be considered further.

ii. ***Evaluation of document:*** A detailed evaluation of the bids shall be carried out in order to determine whether the Bidders are competent enough and whether the technical aspects are substantially responsive to the requirements set forth in the RFP document. Bids received would be assigned scores based on the parameters defined in the table below. All supporting documents submitted in support of the Eligibility and Technical Evaluation matrix should comply with the following:

- Supporting document is to be submitted in Technical Cover.
- Supporting document should clearly indicate value of the project and scope of work/ services should be clearly highlighted.
- In case of Bidder is having Non-Disclosure Agreement (NDA) With their client, no such experience will be counted (if agreement copy not submitted).
- Bidders failing to comply any of the above then the Bid will be summarily rejected.

8.2 Technical Evaluation Criteria

<u>Sl.No.</u>	<u>Criteria</u>	<u>Maximum Marks</u>	<u>Marks Break up</u>
1	Bidder's Experience	50	
1.1	The bidder must have	20	10 marks for each project.

	experience in doing Evaluation/ impact assessment/ monitoring for Government . water supply & waste water project for 2 projects in last 5 years from the bid submission date.		
1.2	The bidder shall have experience of providing consultancy services of fulltime PMU/ PMC/ TPQMS in drinking water supply projects of minimum 2 years duration with Consultancy fee of Rs.50 lakhs each per annum	15	5 marks for each project; Maximum 15 marks for 3 or more projects
1.3	The Bidder should have at least 10 full time Professionals with additionally 20 supporting professional on its rolls as on 31st March 2022	15	< 30 -0 marks 30-40 – 5 marks 41-50- 10 marks Above 51- 15 marks
2	Consultancy Team: CVs submitted; Qualification and Experience Requirement	30	
2.1	Team Leader	6	Master Degree in Civil Engineering: 2 Marks Minimum 15 Yrs Experience: 2 Marks Minimum 12 Years of experience in handling Govt Programme :1 Marks Minimum 5 yrs experience in Water Sector: 1 Marks
2.2	M& E Expert	6	Post Graduate: 1 Mark >5 Yrs Experience: 2 Marks
2.3	Field Engineer	10	ME/MTech :1 Marks

			>5 Yrs Experience in Water Sector: 1 Marks
2.4	Field Investigator	6	> 3 Yrs Experience in Social Mobilization: 0.5Marks > 2 years of experience in Government Programme :0.5 Marks
2.5	Account Expert	2	> 5 yrs experience: 1Marks
3	Technical Presentation	20	
3.1	Understanding of the assignment, quality of methodology and work programme to be exhibited through technical presentation.	20	

9.Financial Evaluation

Bidders scoring at least 80 marks in the evaluation of the Technical Bid shall be eligible for further opening of their Financial bid. The bidder not qualified will be returned their financial bid unopened. The qualifying agency shall be selected on the basis of the lowest cost bid (L1).

10. Annexures

10.1 Annexure 1

Proposal Covering Letter

To,

Chief Executive Officer,
OMBADC,
AranyaBhawan, GD2/12,
Chandrasekharapur, Bhubaneswar

Dear Sir,

We (Name of the Bidder) hereby submit our Proposal in response to notice inviting RFP date and RFP document no. and confirm that :

1. All information provided in this Proposal and in the attachments is true and correct to the best of our knowledge and belief.
2. We shall make available any additional information if required to verify the correctness of the above statement.
3. Certified that the period of validity of Proposal is 180 days from the last date of submission of Proposal, and
4. We are quoting for all the services mentioned in the Scope of Work of the RFP.
5. We the Bidders are not under a Declaration of Ineligibility for corrupt or fraudulent practices or blacklisted by any of the Government agencies.

6. CEO, OMBADC, may contact the following person for further information regarding this Proposal:
 - a. Name and full address of office, Contact No., Email ID, Company Name
7. We are submitting our Eligibility criteria Proposal Bid documents and technical documents along with original DD of EMD.

Yours sincerely,

Signature

Full name of signatory

Designation

Name of the Bidder Agency etc.

10.2 Annexure II

Format for Power of Attorney

(To be provided in original as part of Technical Proposal Envelope on stamp paper of value required under law duly signed by Bidder for the tender)

Dated: _____

POWER OF ATTORNEY

To Whomsoever It May Concern

Know all men by these presents, we _____ (name and registered office address

of the Bidder) do hereby constitute, appoint and authorize Mr. _____ (Name

of the Person(s)), domiciled at _____ (Address), acting as _____ (Designation and the name of the Agency), as Authorized Signatory and whose signature is attested below, as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Proposal for award of Agreement —SELECTION OF AGENCY FOR EVALUATION OF PROJECTS UNDERTAKEN UNDER OMBADC, Bhubaneswar involving the deliverables as per agreement with _____, OMBADC Bhubaneswar, vide Request of Proposal (RFP) Document dated _____, issued by CEO, OMBADC, Odisha including

signing and submission of all documents and providing information and responses to clarifications/ enquiries etc. as may be required by CEO, OMBADC, Odisha Bhubaneswar, Government of Odisha or any governmental authority, representing us in all matters before CEO, OMBADC Odisha, Government of Odisha, and generally dealing with OMBADC Bhubaneswar in all matters in connection with our Proposal for the said Project. We hereby

agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For -----

(Signature)

(Name, Title and Address)

Accept

(Attested signature of Mr. _____)

(Name, Title and Address of the Attorney)

Notes:

To be executed by the Bidder

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

Also, wherever required, the executants(s) should submit for verification the extract of the charter documents and documents such as a board resolution / power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the executants(s).

10.3Annexure-III

Format for Financial Proposal

To be returned in original along with the Proposals Envelope

To,

Chief Executive Officer, OMBADC

Aranya Bhawan, GD2/12,

Chandrasekharapur, Bhubaneswar

Subject: Selection of third party consultancy for evaluation of projects undertaken under OMBADC

Sir,

We, the undersigned, offer to provide the services of agency for evaluation of projects undertaken under OMBADC, Odisha in accordance with your Request for Proposal (RFP) dated -----and our Technical Proposal. Our Financial Proposal for

this assignment will be INR _____ exclusive of taxes, In addition GST as applicable shall be charged. All other taxes are included in the quoted fee above.

Notes:

a. The above fee includes all travel, lodging and other out of pocket expenses; 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.

We solemnly affirm that we will strictly adhere to the laws against fraud, corruption and unethical practices, including but not limited to Prevention of Corruption Act, 1988, during the Request for Proposal (RFP) process and execution of the Contract, in case we are awarded the work. We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}:

Name and Title of Signatory:

10.4 Annexure-IV

Draft Performance Bank Guarantee

(To be issued by a Bank)

This Deed of Guarantee executed at _____ by _____
(Name of the Bank) having its Head/ Registered office at _____
(hereinafter referred to as —the Guarantor) which expression shall unless it be repugnant to the subject or context thereof include its heirs, executors, administrators, successors and assigns;

In favour of Chief Executive Officer, OMBADC, Odisha, Government of Odisha, having its office at Bhubaneswar, Odisha, India (hereinafter called — Chief Executive Officer, OMBADC, Bhubaneswar, Odisha, which expression shall unless it be repugnant to the subject or context thereof include its heirs, executors, administrators, successors and assigns);

Whereas M/s _____ an Agency/company/ firm formed under _____
(specify the applicable law) and having its registered office at _____
has

been, consequent to conduct and completion of a competitive Request For Proposal (RFP) process in accordance with the letter of requirements document No. _____ dated __/__/2021 issued by Chief Executive Officer, OMBADC, Odisha, Bhubaneswar, Government of Odisha, and selected M/s _____ (hereinafter referred to as the Bidder) for the Agreement by Chief Executive Officer, OMBADC, Odisha Bhubaneswar, Government of Odisha as more specifically defined in the aforementioned Document including statement of work and the Agreement executed between the CEO MBADC, Odisha Bhubaneswar, Government of Odisha, and the Bidder. The

Agreement requires the Bidder to furnish an unconditional and irrevocable Bank Guarantee for an amount of Rs. _____ /- (Rupees _____ only) by way of security for guaranteeing the due and faithful compliance of its obligations under the Agreement. Whereas, the Bidder approached the Guarantor and the Guarantor has agreed to provide a Guarantee being these presents:

Now this Deed witnessed that in consideration of the premises, we, _____ Bank hereby guarantee as follows:

1. The Bidder shall implement the Project, in accordance with the terms and subject to the conditions of the Agreement, and fulfil its obligations there under
2. We, the Guarantor, shall, without demur, pay to CEO, OMBADC, Odisha Bhubaneswar, Government of Odisha an amount not exceeding INR _____ (Rupees _____ only) within 7 (seven) days of receipt of a written demand therefore from CEO, OMBADC, Odisha Bhubaneswar, Government of Odisha, stating that the Bidder has failed to fulfil its obligations as stated in Clause 1 above.
3. The above payment shall be made by us without any reference to the Bidder or any other person and irrespective of whether the claim of the CEO, OMBADC, Odisha Bhubaneswar, Government of Odisha is disputed by the Bidder or not.
4. The Guarantee shall come into effect from _____ (Start Date) and shall continue to be in full force and effect till the earlier of its expiry at 1700 hours Indian Standard Time on _____ (Expiry Date) (both dates inclusive) or till the receipt of a claim, from the CEO, OMBADC, Odisha Bhubaneswar, Government of Odisha, under this Guarantee, which is one month after the expiry of performance bank guarantee, whichever is earlier. Any demand received by the Guarantor from Chief Executive Officer, OMBADC, Government of Odisha prior to the Expiry Date shall survive the expiry of this Guarantee till such time that all the moneys payable under this Guarantee by the Guarantor to CEO, OMBADC, Odisha, Bhubaneswar, Government of Odisha.
5. In order to give effect to this Guarantee, CEO, OMBADC, Odisha Bhubaneswar, Government of Odisha shall be entitled to treat the Guarantor as the principal debtor and the obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Agreement or other documents by CEO, OMBADC, Odisha Bhubaneswar,

Government of Odisha or by the extension of time of performance granted to the Bidder or any postponement for any time of the power exercisable by CEO, OMBADC, Odisha Bhubaneswar, Government of Odisha against the Bidder or forebear or enforce any of the terms and conditions of the Agreement and we shall not be relieved from our obligations under this Guarantee on account of any such variation, extension, forbearance or omission on the part of CEO, OMBADC, Odisha Bhubaneswar, Government of Odisha or any indulgence by CEO, OMBADC, Odisha Bhubaneswar, Government of Odisha to the Bidder to give such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

6. This Guarantee shall be irrevocable and shall remain in full force and effect until all our obligations under this guarantee are duly discharged.
7. The Guarantor has power to issue this guarantee and the undersigned is duly authorized to execute this Guarantee pursuant to the power granted under

_____.

In witness, whereof the Guarantor has set its hands hereunto on the day, month and year first herein above written.

Signed and Delivered by _____ Bank by the hand of Shri _____
_____ its _____ and authorized office.

Authorized Signatory

_____ Bank

10.5 Annexure- V

A. Format for Professional Experience Citation as per Technical evaluation criteria clause 8.2

(Please use separate table for each criterion 1.1, 1.2., 1.3)

SL No	Name of Project	Start Date: Completion Date:	Eligible Assignment Name & Brief Description of Deliverables	Name of Employer/ Client, Address & Contact No	Approximate Contract fee Value in INR	Detail Description of actual Service Provided by the Agency	Name of the Senior Staff (Project Coordinator/Team Leader involved and function Performed)
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							

Name & Signature of Authorized Signatory

B. (Please use separate table for each criterion 1.4)

SL No	Name of Project	Start date	Due date of Completion	Name of Client	No. & details of Personnel

Name & Signature of Authorized Signatory

For each Eligible assignment, the Bidder should indicate the duration of the assignment, the Contract Amount, the amount paid to Bidder) and the Bidders role and involvement.

Bidders are expected to provide information in respect of Eligible Assignment

For each assignment Bidder should provide supporting proof of self-attested work order/contract copy/Completion Certificate.

Experience as minor Partner will not qualify for evaluation

*C. Details of the Professionals Engaged by the Firm to be furnished as per the format given.(
As per Pre-Qualification Criteria 5.1)_*

	Name of Employee of Firm	Qualification	Designation	Contact No
SLNo				
1				
2				
3				
4				
5				
6				
7				
8				
....				
....				

10.6 Annexure-VI

Bidders Profile & eligible experience

1. Name of the Firm:
2. Year of Establishment:
3. Registered address of Office:
4. PAN:
5. GST Registration No
6. Telephone No. & Fax No:
7. E. Mail Address:
8. Details of Individual who will serve as the point of contact/communication to Employer:
 - a) Name:
 - b) Designation:
 - c) Company:
 - d) Address:
 - e) Telephone No:
 - f) Email Address:
 - g) Fax Number:
9. Particular of Authorized Signatory of Bidder
 - a) Name:
 - b) Designation:
 - c) Address:
 - d) Telephone No.:
 - e) Email Address:
 - f) Fax No:
10. Brief description of background of the firm for this assignment.
11. No. of years of proven experience of providing similar services.
12. Average Annual turnover of the Bidder (in INR) during the last three Financial Years. (Please attach copy of three Audited Financial Statements/Certificate from Statutory Auditor/Chartered Accountant)
 - A. 2021 -2022
 - B. 2020-2021
 - C. 2019 -2020

13. Details of EMD enclosed---

14. Details of eligible projects-

have experience in doing Evaluation/ monitoring/ impact assessment for Govt. water supply & related projects in last 5 years from date bid submission date.

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SL No	Name of Project	Start Date: Completion Date:	Eligible Assignment Name & Brief Description of Deliverables	Name of Employer/ Client, Address & Contact No	Approximate Contract fee Value in INR	Detail Description of actual Service Provided by the Agency	Name of the Senior Staff (Project Coordinator/Team Leader involved and function Performed)
1							
2							
3							
4							
5							

Signature of Authorized Person and seal

Name and designation

Dated:

Bidder shall submit self-attested copy of Certificate of Incorporation/PAN /GST Registration Certificate

10.7 Annexure-VII

CV OF KEY PERSONNEL

A. Summary of Key Positions

SL No	Position	Name of the Expert	Qualification	Year of Relevant Experience (as required for Key Personnel) in years	Details of Eligible Projects
1					
2					
3					
4					

B. CV of Key Position

1	Proposed Position			
2	Name of Firm			
3	Name of Staff			
4	Date of Birth			
5	Nationality			
6	Education	Degree	Institution	Year
7	Reference	Name: Designation	Contact No: Address:	
8	Other Training & Publications			
10	Language	Speak	Write	Read

11	Employment Record				
	Name of the Client	Sector	Position Held	Key Role	Major Responsibility
i					
ii					
iii					
13	Employment	From :			Position Held

	Record justifies the task to be performed in this assignment	To:	
	Employer Name & Address with Contact No		
	Detail task assigned as per TOR		
	Details of Projects Handled(to be provided for all the eligible projects)	Project Duration-Start Date: End Date: Name of Client Involved: Contact No & Address: Scope of Work of the proposed expert involved in the project: Does the Project involve Mineral affected Areas:	

(Signature and name of the Key Personnel and authorized signatory of the Bidder)

Notes:

Use separate form for each Key Personnel

CV shall be signed and dated by both the Personnel concerned and by the Authorized Representative of the Bidder firm along with the seal of the firm.

10.8 ANNEXURE VII: TECHNICAL PRESENTATION

The bid for services must present the methodological approach and the programme of work in such a way that their suitability in regard to the terms of reference can be assessed and they can be compared with other qualified bids. This includes a statement of the work organization planned and the logistics. If there is an evident and considerable discrepancy between the terms of reference and the quantities given, the bid will not be considered. The text should state clearly how the task is to propose to be undertaken and the deployment schedule of staff. In case the key staff is to be supported by additional staff, the same shall be reflected in the approach and methodology. The work plan and manning schedule shall be provided in the form of bar chart. It must be supplemented with diagrams, tables and in case of complex work, appropriate graphics.

The approach and methodology to be covered under the following heads:

Understanding of the scope of work
Proposed methodology for undertaking the assignment
Deployment of staff and logistics
Technical approach
Work Plan

11. Evaluation Formats for evaluating different works under OMBADC (to be submitted by the bidder)

OMBADC, 1st floor,

Chief Executive Officer
Aranya Bhawan, Chandrasekharpur,
Bhubaneswar-23, Odisha