

**Directorate of Mines
Steel & Mines Department
Government of Odisha**
E-mail: directormines1@orissaminerals.gov.in

RFP No. 01/UNCHABALI-FC/FDC/DM

Date: 04.04.2022

NOTICE OF REQUEST FOR PROPOSAL TO PREPARE FOREST DIVERSION PROPOSAL INCLUDING ALL RELATED ACTIVITIES THEREOF LEADING TO IN PRINCIPLE (STAGE-I) APPROVAL OF FOREST CLEARANCE UNDER SECTION-2 OF FOREST (CONSERVATION) ACT, 1980.

Directorate of Mines, Govt. of Odisha invites sealed Proposals from specialised Consultants/ Agencies for “ Undertaking complete assignment on turnkey basis to prepare the Forest Diversion Proposal including all related activities thereof leading to Forest Clearance & to facilitate obtaining in principle (Stage-I) approval of Forest land measuring 78.829 Ha. involved within total 80.553 ha of Unchabali Iron & Manganese Block, comprised in four villages (Balda, Jagannathpur, Kundaposhi & Unchabali) under Barbil Tehsil of Keonjhar District, Odisha from Ministry of Environment, Forest & Climate Change (MoEF & CC), Govt. of India, under Section-2 of Forest (Conservation) Act-1980” through registered post/ courier service or in person.

The specialized Consultants/Agencies having experience in similar works and having capability for providing such services need only to apply for the above services. The consultant/ agencies whose EMD has been forfeited for failure to complete the assignment in time or some other reasons, shall not apply.

The tender will have 2(Two) parts- Technical Bid & Financial Bid.

The tender document including addendum/corrigendum, if any, comprising of eligibility criteria, Instruction to Bidders, Scope of the Work etc. will be available at website- www.orissaminerals.gov.in.

Bidders may download the tender document from the website and the cost of tender document may be submitted along with the technical bid documents.

Interested firms who may like to visit the site may request the Director of Mines, Head of Department Building, Unit - V, Bhubaneswar - 751001.

2-part Bid for the above-mentioned work should be submitted to the Director of Mines, Odisha on or before 16:00 Hours of Dt. 19.04.2022. The Technical Bid should consist of Conceptual Proposal, Credentials of the firm, Turnover, PAN, GST Registration Number and all other documents as mentioned in the bid document, Cost of Bid Document amounting to Rs. 3600/- (Rupees Three Thousand Six Hundred) only including GST @ 18%, Non- Refundable and EMD/ Bid Security

amounting to Rs.1,00,000/-(Rupees One Lakh) only in shape of Demand Drafts issued by any Nationalized Bank in favour of "The Director of Mines, Odisha" and payable at Bhubaneswar to be sent by registered post/courier services or in person only.

The Financial bid is to be kept in a separate sealed envelope. Both bids are to be sealed in a single outer envelope and addressed to "The Director of Mines, Odisha," clearly written on top as **Bid Document for "Undertaking complete assignment on turnkey basis to prepare the Forest Diversion Proposal including all related activities thereof leading to Forest Clearance & to facilitate obtaining in principle (Stage-I) approval of Forest land measuring 78.829 Ha. involved within total 80.553 ha of Unchabali Iron & Manganese Block, comprised in four villages (Balda, Jagannathpur, Kundaposhi & Unchabali) under Barbil Tehsil of Keonjhar District, Odisha from Ministry of Environment, Forest & Climate Change (MoEF & CC), Govt. of India under Section-2 of Forest (Conservation) Act-1980"**— RFP No. -----dated ---- of the Directorate of Mines, Govt. of Odisha with name and address of the firm on the same envelope.

The Technical Bid will be opened on **Dt. 22.04.2022 at 3:30 Hours** at Directorate of Mines, Head of Department Building, Unit - V, Bhubaneswar – 751001 in presence of the bidder or their authorized representative who choose to be present. After evaluation of the Technical Bids, the date of opening of the Financial Bid will be intimated to the agencies through Registered post/e-mail in due course.

The Director of Mines, Odisha has the right to accept or reject any or all the RFP without assigning any reasons thereof.

Sd/-

(Director of Mines, Odisha)

Request for Proposal (RFP)

For

Undertaking complete assignment on turnkey basis to prepare the Forest Diversion Proposal including all related activities thereof leading to Forest Clearance & to facilitate obtaining in principle (Stage-I) approval of Forest land measuring 78.829 Ha. involved within total 80.553 ha of Unchabali Iron & Manganese Block, comprised in four villages (Balda, Jagannathpur, Kundaposhi & Unchabali) under Barbil Tehsil of Keonjhar District, Odisha from Ministry of Environment, Forest & Climate Change (MoEF&CC), Govt. of India under Section-2 of Forest (Conservation) Act-1980.

**Directorate of Mines
Government of Odisha**

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villages (Balda, Jagannathpur, Kundaposhi& Unchabali) under Barbil Tehsil of Keonjhar District, Odisha from Ministry of Environment , Forest & Climate Change (MoEF & CC), Govt. of India under Section-2 of Forest (Conservation) Act-1980” – RFP No. -----dated ---- of the Directorate of Mines, Govt. of Odisha with name and address of the firm on the same envelope.

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(Director of Mines, Odisha)

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SECTION -A

NOTICE INVITING RFP

1. INVITATION FOR BID

1.1. Directorate of Mines, Govt. of Odisha, invites sealed bids under two cover system from eligible applicants, who fulfil qualification criteria as stipulated in clause 2 of this section, for **Undertaking complete assignment on turnkey basis to prepare the Forest Diversion Proposal including all related activities thereof leading to Forest Clearance & to facilitate obtaining in principle (Stage-I) approval of Forest land measuring 78.829 Ha. involved within total 80.553 ha of Unchabali Iron &Manganese Block, comprised in four villages (Balda, Jagannathpur, Kundaposhi& Unchabali)under Barbil Tehsil of Keonjhar District, Odisha from Ministry of Environment , Forest & Climate Change (MoEF & CC), Govt. of India under Section-2 of Forest (Conservation) Act-1980.**

1.2 The RFP contains information about the Project, bidding process, bid submission, qualification and Financial Proposal requirements and includes the following documents.

Section A: Notice Inviting RFP

Section B: Terms of Reference (ToR)

Section C: Instruction to Bidders (ITB)

Appendices

2. MINIMUM ELIGIBILITY CRITERIA

The bidder should submit all relevant documents for the below criteria mentioned here. If the bidder fails to fulfil any of these criteria, the bid shall be summarily rejected.

- 2.1 The consultant firm may be a Registered Company/ Firm of Individuals/ Association of Persons and as such, the eligible entity must be registered under the Companies Act 1956 or the Partnership Act 1932 or the Limited Liability Partnership Act 2008. Copy of Registration Certification must be submitted.
- 2.2 Minimum Average Annual Turnover of the Firm/ Company of INR 2 Cr. per year for the last three years. CA certified copy along with company auditor signature/ authorized signatory copy to be submitted.
- 2.3 Should have minimum Net worth of INR 1 Cr. during last three years. CA certified copy along with company auditor signature/ authorized signatory copy to be submitted.
- 2.4 The applicant should furnish an undertaking to the effect that the firm has not been blacklisted in India or abroad by any government department /agency. An undertaking should be submitted by the authorized signatory of the bidder.
- 2.5 The bidder must be registered under Regional Provident Fund & ESI. Copy of valid EPF & ESI Registration Certificate must be submitted.

- 2.6 The bidder should be empaneled with ORSAC for DGPS surveys. Valid ORSAC/ equivalent state govt. body empanelment copy must be submitted.
- 2.7 The bidder should have obtained Stage-I Forest Clearance for at least One project located in Odisha for assignment value not less than Rs.50 lakhs within last 5 years (from Stage-I clearance to proposal due date). Copy of work orders/ agreement along with Stage-I clearance certificate must be submitted.
- 2.8 Consortiums are not allowed.

3 KEY DETAILS

1.	Tender Inviting Authority Designation and Address	The Director of Mines, Head of Department Buildings, Bhubaneswar-751001, Odisha
2.	Name of The Project	Undertaking complete assignment on turnkey basis to prepare the Forest Diversion Proposal including all related activities thereof leading to Forest Clearance & to facilitate obtaining in principle (Stage-I) approval of Forest land measuring 78.829 Ha. involved within total 80.553 Ha. of Unchabali Iron & Manganese Block, comprised in four villages (Balda, Jagannathpur, Kundaposhi & Unchabali) under Barbil Tehsil of Keonjhar District, Odisha from Ministry of Environment, Forest & Climate Change (MoEF & CC), Govt. of India under Section-2 of Forest (Conservation) Act-1980.
3.	Mode of Tender	Sealed 2-part bids
4.	Tender Fee	INR 3,600/- (Rupees Three Thousand Six Hundred)
5.	Bid Security Amount (EMD)	INR 1,00,000/- (Rupees One Lakh)
6.	Bid Validity	90 days from opening date of technical proposal extendable for maximum of another 120 days on mutual consent
7.	Validity of Bid Security	Min. 90 days from the bid due date
8.	Duration of Assignment	18 Months
9.	Last date and time of submission of RFP	Dt. 19.04.2022 on or before 16:00 Hrs.
10.	Date and time of opening of cover 1 ("Fee/Prequalification/Technical proposal")	Dt. 22.04.2022 Time 3:30 Hrs.
11.	Technical Evaluation & presentation by bidders	To be intimated
12.	Date & time of opening of cover 2 ("price bid")	To be intimated to technically qualified bidders

13.	Authority for seeking clarifications	Director of Mines, Odisha
14.	Website from which RFP documents and any additional information can be downloaded	www.orissaminerals.gov.in
15.	Issue of Letter of Intent	7 days from opening of financial proposal
16.	Acceptance by the successful bidder of the letter of Intent	Within 7 days from issuance of LoI
17.	Contract Agreement	15 days from Issuance of LoI

Note: (a) If the date of submission of RFP happens to be a public holiday in Odisha Govt. calendar, Tenders will be received and opened on the next working day at the same venue and time. Bidders are requested to check the website for regular updates.

(b) Authority will endeavor to adhere to the dates indicated above. However, it reserves the right to effect changes to the above dates if the need arises. Such change, if any, would be uploaded at [website](http://www.orissaminerals.gov.in) (www.orissaminerals.gov.in) from time to time.

4 INSTRUCTIONS FOR BID SUBMISSION

4.1 The duly sealed bid containing both Technical & Financial bids should be submitted by registered post/ courier services or in person before the due date and time, as specified in the Key Details. Late/ delayed tenders submitted after the due date and time, for whatsoever reasons will not be considered. Offers sent through telegram, fax, telex, e-mail will not be considered.

4.2 Incomplete bids shall not be considered.

4.3 The Authority shall not be responsible for any delay, reasons whatsoever in receiving as well as submitting offers, including connectivity issues. The Authority shall not be responsible for any other delays in submitting any documents wherever applicable.

4.4 The Authority will not be responsible for the cost incurred in preparation and submission of bids, regardless of the conduct of outcome of the bidding process.

4.5 Two cover system:

As two bid system is insisted Bidders are required to submit offer in two covers, namely “Fee/ Prequalification/ Technical “and “Financial”.

- In Cover I (“Fee/ Prequalification/ Technical”), Bidders are to submit, the documents specified under Technical Cover in the RFP.
- In Cover II (“Finance”), Bidders are requested to quote rates in the given format. PLEASE DO NOT QUOTE/MENTION RATES ANYWHERE ELSE IN THE TENDER

4.6 Tender opening will be done physically at the time and dates specified in the tender Key Details.

4.7 The bidders are requested to go through the instructions to the bidders and accept that they have clearly understood and agreed the terms & conditions of this tender.

SECTION- B

TERMS OF REFERENCE (TOR)

5. INTRODUCTION

The Unchabali Iron and Manganese mineral block of Keonjhar district comprises of an area of 80.553 hectares, out of which, 78.829 ha is forest land and rest 1.724 ha is non-forest land. The area in general represents an undulating to plain topography. A perennial nala named Balda nala is flowing across the area and subsequently merged into Baitarani River. The Unchabali Iron and manganese ore block covers four villages in part namely Unchabali, Jagannathpur, Kundaposi and Balda under Barbil Tahasil in Champua Sub-division of Keonjhar district, Odisha. The area is featured in F45N45 (73G/5).

Location:

1	Name of Mineral Block	Unchabali Iron and Manganese Block
2	Latitude & Longitude of any boundary point	Latitude: 85°25'44.26919" Longitude: 21°52'23.57008" (P-1)
3	Village	Unchabali, Jagannathpur, Kundaposi & Balda,
4	Tahasil/Taluka	Barbil
5	District & State	Keonjhar, Odisha
6	Railway Station	Nayagarh and Jurudi in Banspani-Jakhapura railway Link of East-Coast Railway at a distance of 8 KM from the project site
7	Highway	The area can be approached from the district Hqtrs. Keonjhar through NH 215 up to Palaspanga by covering a distance of 20 KM and all-weather black topped road upto Unchabali over 27 KM.
8	Airport	Bhubaneswar
9	Total Lease Area	80.553 Ha.

6. OBJECTIVE

Directorate of Mines, Govt. of Odisha intends to engage an agency to undertake complete assignment on turnkey basis to prepare Forest Diversion proposals including all related activities thereof leading to Forest Clearance and to facilitate obtaining the Stage-I approvals in respect of Forest land measuring 78.829 Ha. involved within total 80.553 ha of Unchabali Iron & Manganese Block, comprised in four villages (Balda, Jagannathpur, Kundaposi, Unchabali) under Barbil Tehsil of Keonjhar District, Odisha from Ministry of Environment, Forest & Climate Change, Govt. of India under Section-2 of Forest(Conservation) Act, 1980 amended time to time.

Interested bidders are required to possess adequate skills & experience in obtaining Forest Clearance, DGPS/ GIS Survey and must be well-versed with the Forest (Conservation) Act, 1980, Forest (Conservation) Rules, 2006, Forest Rights Act, 2006 and other relevant Acts and Rules, procedures and formalities involved in obtaining them.

Obtaining Forest Clearances is a specialized consulting activity that involves in-depth understanding of procedural formalities, inter-departmental coordination & time-bound activities such as:

- Complete and correct assessment of forest land as per Forest Conservation Act, 1980 and other relevant Acts and Rules. For this, land particulars of the project area need to be studied in detail, preferably in GIS environment, for understanding the land category.
- DGPS/ GIS survey and demarcation of the forest land parcels which are certified by Tahsildar / DFO through ORSAC/ ORSAC empaneled vendors.
- Identification of non- forest Govt. land for Compensatory Afforestation , jointly agreed upon by Forest and Revenue Dept., through DGPS survey, demarcation followed by allotment & alienation of the identified CA Land in favour of State Forest Dept. , formulation of Compensatory Afforestation Scheme.,
- Obtaining No Objection Certificate under FRA,2006 from the DM & Collector , Keonjhar along with resolution of Gram Sabha
- Carry out documentation, coordination, facilitation, technical presentation and provisioning of details and clarifications to different authorities at the National and State level namely MoEF&CC, GoI, FE&CC Dept, GoO, PCCF (Principal Chief Conservator of Forest), Nodal Officer, RCCF (Regional Chief Conservator of Forest), Collector, DFO (Divisional Forest Officer), Tahsildar , Range Officer, etc.

7. THE REQUIREMENT

Offers are invited for consultancy services for Four Phases:

- 7.1. Phase-I: Identification & Allotment of CA Land:** Identification and allotment of 78.829 ha of non- forest Govt. land , suitable for Compensatory Afforestation which is required for diversion of 78.829 ha of forest land involved in Unchabali Iron Ore and Manganese Block . Necessary corresponding documents i.e. Ownership proof, non-encumbrance and non -encroachment Certificate, Approval from Collector, Suitability Certificate from DFO, Authenticated Land Schedule, Authenticated maps etc. need to be provided as required as per FC Act.
- 7.2. Phase-II: DGPS Survey of Forest Land & CA Land:** DGPS survey need to be conducted over the Forest land involved within the Mining Lease and also the Corresponding CA Land identified for the purpose. Same need to be authenticated by the ORSAC, concerned Revenue, Mining and State Forest Department officials. As DGPS map is a prerequisite for FDP application, adherence to timeline is very essential.
- 7.3. Phase-III: Application & Processing of FDP:** It is required to prepare the FDP, making the online application, getting the State serial no. and getting it forwarded to DFO, to ensure Tree Enumeration, Authentication of Land Schedule and all the Maps/ plates by concerned Forest, Revenue & Mining officials and provide other information as required by DFO office for Part-II compilation and subsequently to other offices for compilation of Part-III, Part-IV & Part-V. Bidder to facilitate processing of proposals at various levels and comply with the EDS, if any .The bidder has to procure NOC under FRA, 2006 from the Collector, along with consent resolution of Gram Sabha. Party would do necessary liaison at different levels to process the proposal at the earliest.

7.4. Phase-IV: Stage-I Forest Clearance from MoEF &CC (Govt. of India), : Bidder would facilitate technical compliance for Stage-I clearance ,as required, by the Director of Mines in responding to queries and clarifications sought by MoEF &CC,GoI and preparing presentation, if any required by MoEF &CC,GoI.

It is important to note that the Forest Clearance need to be obtained within 18 months of application of FDP.

8. STATEMENT OF CONFORMANCE:

Bidders are required to indicate whether or not their offer conforms to the requirements of these documents. Non-conformance with any specific requirement of the tender document should be listed clearly.

9. SCOPE OF WORK:

- 9.1 Compensatory Afforestation Land Identification, joint verification by Forest and Revenue Officials, Approval and Allotment in name of State Forest Dept., procurement of all related documents including Suitability Certificate from DFO, Non-encroachment & non encumbrance certificate from Tahasildar , authenticated maps/ plates etc.
- 9.2. DGPS Survey, demarcation ,pillar posting & approval of Map (DGPS & Cadastral) for both Forest area & CA Land
- 9.3. Form-A, Part-I & FDP preparation , e-filing of complete proposal, allotment of State Serial No., forwarding of the hard copy of FDP to DFO & Collector.
- 9.4. Facilitating site inspection by DFO, tree enumeration, CA Scheme preparation, Complying the EDS ,if any raised by the DFO and authentication of Land Schedules, all requisite Maps and ensuring Part-II compilation
- 9.5. Facilitating Gram Sabha under FRA, 2006 and obtaining consent Resolution of Gram Sabha and NOC from the Collector, Keonjhar.
- 9.6. Facilitating Site inspection by RCCF and compilation of Part-III
- 9.7. Facilitating processing of proposal at PCCF Office and Part-IV compilation
- 9.8. Facilitating processing of proposal at FE &CC Dept., Govt. of Odisha and compilation of Part-V
- 9.9. Facilitating Site Inspection by MoEF&CC, GoI, Regional Office and preparation of Power point presentation if required.
- 9.10. Stage-I approval from MoEF&CC, GoI.

10. SUBMISSION OF DOCUMENTS

All documents as specified will be submitted to State, MoEF &CC, GoI etc. accordingly as per requirement. In addition, three sets of final FDP documents (both hard and soft copies) should also be provided to the Forest Diversion Cell, Directorate of Mines.

11. ROLE OF THE AUTHORITY

Directorate of Mines, Govt. of Odisha shall support/ assist consultant in following manner to expedite the process:

- 11.1. Provision of authorization in favour of consultant to interact with ORSAC in connection with DGPS survey and Certification.
- 11.2. Assistance in obtaining original cadastral maps
- 11.3. Assistance in obtaining Certified Land Schedules & RoR copies of the project area and CA land
- 11.4. Provide Mining Plan and other relevant data/ information for formulation & processing of FDP
- 11.5. Assistance in obtaining administrative approval of land requirement for the Project
- 11.6. Presence of officials during interactions with DFO to finalize demarcation requirements of forest land and demarcation of forest land parcel by Forest and Revenue officials.
- 11.7. Assistance in resolving administrative, law and order issues, if any
- 11.8. Facilitating verification of geo-referencing work by ORSAC.
- 11.9. Director of Mines will provide documents/maps such as administrative approval of project, Village maps (Cadastral) showing the total project area including Forest area proposed for diversion Composite village map depicting total area of the project (Forest and Non-Forest Land), Land schedule of Non-Forest and Forest area, etc.
- 11.10. Undertaking regarding the check list provided by PCCF, Odisha.

12. DELIVERABLES, TIMELINE & PAYMENT TERMS

For obtaining various clearances, timeline as follows; “T” is the start date of engagement with Director of Mines. Total time period of assignment shall be 15 months.

Sl.	Milestone	Timeline	Payment (in %)
1	CA Land Identification , Allotment with all approvals & documents/ plates ,DGPS Survey, pillar posting & approval of Map for both Forest area & CA Land involved,	T+4 months	20
2	Preparation of Form-A, FDP & e-filing of Forest Diversion Proposal, allotment of State Sl.no. and its transmission from Nodal Officer to DFO & Collector	T+5 months	10
3	Site Inspection by DFO and Part-II compilation, Gram Sabha and processing of NOC under FRA,2006	T+8 months	15
4	Site Inspection by RCCF and Part-III compilation ,NOC under FRA,2006 from the Collector, Keonjhar	T+9 months	15
5	Part-IV compilation by PCCF,	T+11 months	10
6	Part-V compilation by State Govt.	T+13 months	10
7	Stage-I approval,	T+18	20
	Total	18 Months	100

- 12.1. Directorate of Mines, Govt. of Odisha shall constitute a Consultancy Monitoring Committee (CMC) to review and approve the above deliverables. .

- 12.2. The consultant shall present all deliverables to the committee in PPT/ presentable format as required time to time by Directorate of Mines.
- 12.3. The consultant will submit invoices by achieving respective milestone as defined above in the Table of “Deliverables and Timeline”.
- 12.4. Any local or outstation visit by consultant officials are to be arranged by themselves. No charges to pay extra to consultant by Directorate of Mines regarding local or outstation conveyance purpose.
- 12.5. Printing/Scanning/report binding expenses are in the scope of the consultant.
- 12.6. All the deliverables to be submitted by the consultant should comprises of 8 colour copies of the report and/or drawing sheets/cadastral maps etc.
- 12.7. The payment to be released after acceptance of any deliverable by the above committee and invoice raised by the consultant to Directorate of Mines.

Penalty: The timelines for achieving each milestone is as mentioned above. Same will be deliberated and signed off for future reference. In case of failure to achieve the mile stone penalty of 10% for same activity would be imposed, which will be reconciled against the overall timeline, at the end of the project.

13. LIQUIDATED DAMAGES (LD)

The Parties hereby agree that in case consultant fails to complete any of the deliverable as mentioned above within the period specified under this RFP, the consultant shall pay to the client fixed and agreed liquidated damages, @0.5% of the agreed fees of that component of deliverable, for each week of delay. Total liquidated damages not to be exceeded 10% of the total fees agreed as per contract agreement. **Force majeure will be excluded from the timeline of the deliverables.**

14. TERMINATION

14.1. By the “Employer”:

The “Employer” may terminate this Contract in case of the occurrence of any of the events specified in the following paragraphs

- a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, in a notice of suspension within thirty (30) days of receipt of such notice of suspension or within such further period as the “Employer” may have subsequently approved in writing
- b) If the Consultant (or, if the Consultant consists of more than one entity, if any of its members which has substantial bearing on providing Services under this contract) becomes insolvent or go into liquidation or receivership whether compulsory or voluntary.
- c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings
- d) If the Consultant, in the judgment of the “Employer”, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- e) If the Consultant submits to the “Employer” a false statement which has a material effect on the rights, obligations or interests of the “Employer”.

- f) If the Consultant places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Employer.
- g) If the consultant fails to provide the quality services as envisaged under this Contract. The Consultancy Monitoring Committee (CMC) formulated to monitor the progress of the assignment may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The CMC may decide to give one chance to the consultant to improve the quality of the services.
- h) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- i) If the “Employer”, in its sole discretion and for any reason whatsoever, decides to terminate this Contract. In such an occurrence the “Employer” shall give a not less than thirty (30) days’ written notice of termination to the Consultants, and sixty (60) days in case of the event referred to in (h).

14.2. By the “Consultant”:

The Consultant may terminate this Contract, by not less than thirty (30) days’ written notice to the “Employer”, in case of the occurrence of any of the events specified in the following paragraphs

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

SECTION- C

INSTRUCTION TO BIDDERS (ITB)

This Section aims to provide guidelines/ instructions to Participants, to be used while submitting the Bid. These are generic in nature, but Bidders are required to abide by them during the currency of the Project.

15. BRIEF DESCRIPTION OF BIDDING PROCESS

The Authority has adopted a Single-Stage, Two Cover bidding process under procedure of Government of Odisha for selection of the Bidder for award of the Project (the "Bidding Process") and invites bid for the Project in accordance with the terms of this RFP. The first Cover (the “Fee/Prequalification/Technical Proposal”) of the Bidding Process involves

evidence of payment of tender fee & submission of bid security, pre-qualification of interested parties on the basis of their Technical & Financial Capacity (the “Prequalification Stage”) and their Technical Proposal (the “Technical Proposal Stage”). The second cover (Financial Bid) is the Financial Proposal.

16. CONDITIONS FOR BIDDING

- 16.1. Consortium bidding is not allowed.
- 16.2. **Cost of Bidding:** The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bid Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.
- 16.3. The documents including this RFP and all attached documents, provided by the Authority are and shall remain or become the properties of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and the Authority will not return to the Bidders any Bid, document or any information provided along therewith.
- 16.4. The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP. Any such verification or lack of such verification by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.

17. ACKNOWLEDGEMENT BY BIDDER:

- 17.1 It shall be deemed that by submitting the Bid, the Bidder has;
 - 17.1.1. made a complete and careful examination of the RFP
 - 17.1.2. received all relevant information requested from the Authority
 - 17.1.3. accepted the risk of inadequacy, error or mistake in the information provided in this RFP or furnished by or on behalf of the Authority relating to any of the matters referred to in this RFP; agreed to be bound by the undertakings provided by it under and in terms hereof.
 - 17.1.4. satisfied itself about all matters, things and information including matters relating to the project site necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations there under; and acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters relating to the project shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination contract agreement.

- 17.2. The Authority shall not be liable for any omission, mistake, or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority

18. CONFLICT OF INTEREST

A Bidder shall not have a conflict of interest (the “Conflict of Interest”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit 100% (one hundred percent) of the value of Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre- estimated compensation and damage payable to the Authority for, inter alia, the time, cost and effort of the Authority, including consideration of such Bidder’s proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

- 18.1. such bidder or any Affiliate, Parent or Subsidiary Company thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder or Affiliate, Parent or Subsidiary Company, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder or any Affiliate or Parent or Subsidiary Company thereof; or
- 18.2. such bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- 18.3. such bidder, or any Affiliate, Parent or Subsidiary Company thereof has participated as a consultant to the Authority in the preparation of any RFP document, design or technical specifications of this assignment.
- 18.4. Notwithstanding anything stated herein, a conflict-of-interest situation arising at the Qualification will be considered to subsist only, as between such Applicants attracting conflict of interest provisions on account of shareholdings, who submit bids under this document.

19. FRAUD AND CORRUPT PRACTICES

The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOI and during the subsistence of the Contract Agreement. Notwithstanding anything to the contrary contained herein, or in the LOI or the Contract Agreement, the Authority may reject a Bid, withdraw the LOI, or terminate the Contract Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder, as the case may be, if it determines that the Bidder, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall be entitled to forfeit the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/or the Contract Agreement, or otherwise.

20. RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS

Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection, or annulment, and without assigning any reasons thereof.

21. DISQUALIFICATIONS

- 21.1 Bids submitted by fax, telex, or e-mail shall not be entertained and shall be disqualified and rejected as non-responsive.
- 21.2 Bids received by the Authority after the specified time on the Bid Due Date **shall** not be eligible for consideration and shall be summarily rejected.
- 21.3 The Authority reserves the right to disqualify and reject any Bid if:
 - 21.3.1 at any time, a material misrepresentation is made or uncovered, or
 - 21.3.2 the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid or
 - 21.3.3 the financial quote is included, directly or indirectly, in the Technical Proposal or any document accompanying the Technical Proposal.
- 21.4 Such misrepresentation / improper response shall lead to the disqualification of the Bidder. If such disqualification/ rejection occurs after the Bids have been opened and the Lowest Bidder gets disqualified/ rejected, then the Authority reserves the right to annul the Bidding Process and to invite the fresh Bids.
- 21.5 Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.

22. CONFIDENTIALITY

Information relating to the examination, clarification, evaluation, and recommendation for the short-listed Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to or matters arising out of or concerning the Bidding Process. The Authority will treat all information, submitted as part of Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the authority or as may be required by law or in connection with any legal process.

23. CONTENTS OF THE RFP

- 23.1 This RFP comprises the disclaimer set forth hereinabove, the contents as listed in Table of Content at the beginning of this document.
- 23.2 The Draft Contract Agreement and appendices provided by the Authority as part of the Bid Documents shall be deemed to be part of this RFP.

24. VALIDITY OF BIDS

The Bids shall be valid for a period of not less than 90 days from date of opening of technical proposal. The validity of Bids may be extended subject to a maximum period of 120 days by mutual consent of the respective Bidders and the Authority.

25. BID SECURITY/EMD

- 25.1. All proposal submitted in response to the RFP document must be accompanied by an Earnest Money Deposit (EMD) of Rs.1,00,000/-(Rupees One Lakh only) in the form of Bank Demand Draft drawn in favor of Director of Mines, payable at Bhubaneswar, Odisha from any Nationalized Bank and payable at Bhubaneswar, Odisha, Bids submitted without EMD will be rejected.
- 25.2. The Bid Security shall be returnable no later than 60 (Sixty) days from the Bid Validity Date except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the provisions of Draft Contract Agreement.
- 25.3. The Authority shall be entitled to forfeit the Bid Security as Damages inter alia in any of the events specified herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFP, no relaxation of any kind on Bid Security shall be given to any Bidder.
- 25.4. The Bid Security shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or otherwise, under the following conditions:
 - 25.4.1 If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice.
 - 25.4.2. In the case ,the Selected Bidder fails within the specified time limit:
 - 25.4.2.1. to sign and return the duplicate copy of LOI;
 - 25.4.2.2 to sign the Contract Agreement; or
 - 25.4.2.3. to furnish the Performance Security
 - 25.4.3. In case the Selected Bidder, commits any breach of any RFP condition prior to furnishing the Performance Security.
 - 25.4.4. Under any clause for forfeiture of Bid Security contained elsewhere in this RFP.

26. PREPARATION AND SUBMISSION OF BID

26.1. Language:

The Bid and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Bidder with the Bid may be in any other language provided that they are accompanied by true translations of it in the English language, duly authenticated and certified by the Bidder. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.

26.2. Format and signing of Bid:

- 26.2.1 The Bidder shall submit the Bid in the format specified at Appendix-I, together with all the documents specified hereunder. The formats given is

- the minimum requirement and the Bidders shall furnish all the relevant details necessary to ascertain the technical and financial capabilities of the bidder as well as the detailed technical and business plan for implementation of the project proposed by the bidder.
- 26.2.2 The Bidder shall submit the Financial Bid by duly filling up the prescribed form in the Appendix –V in sealed envelope to Director of Mines by the due date & time.
- 26.2.3 Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Appendix is insufficient. Alternatively, Bidders may format the prescribed forms making due provision for incorporation of the requested information.
- 26.2.4 Information supplied in the Bid, shall pertain either to the Bidder or to the Bidder's Affiliate or Parent or Subsidiary Company named in the Bid and not, unless specifically requested, to other associated companies or firms.
- 26.2.5 The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those Bids that are received in the required formats and complete in all respects. Incomplete and /or conditional Bids shall be liable to rejection.
- 26.2.6 The Bid and its copy shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page in blue ink. All the alterations, omissions, additions, or any other amendments made to the Bid shall be initialed by the person(s) signing the Bid.

26.3 Submission of Technical Proposal

- 26.3.1 The Bidder shall submit its Bid in sealed envelope to Director of Mines by the due date & time.
- 26.3.2 Fees (Tender Fee and Bid Security) /Prequalification/Technical Proposal submitted shall contain:
- 26.3.2.1 Bid in the prescribed format **Appendix I to IV & VI to IX** and supporting documents.
- 26.3.2.2 Power of Attorney for signing the Bid
- 26.3.2.3 Copies of Bidder's duly audited Financial Statement along with all schedules, auditors report and annual report for the preceding three financial years.
- 26.3.2.4 Payment Receipt towards the tender fee as specified in Key Details.
- 26.3.2.5 Bid Security
- 26.3.2.6 Technical Proposal with details required is to be provided as Appendix VI of this RFP. The detailed Technical Plan required as part of the Technical Proposal shall not be more than 20 pages and it shall contain all requisite details specified in the Technical Plan Data Sheet (Appendix VI). The Detailed Technical Plan shall be final and binding during implementation of the project, however, it could be improved by mutual consent of both parties.

26.4 Submission of Financial Proposal

- 26.4.1 The quote shall be submitted in the given format at Appendix-V in the Financial Bid. The format of Price Bid is given in **Appendix -V** for reference.
- 26.4.2 The Bidder shall submit the financial bid in a separate sealed cover along with the Technical Bid.
- 26.4.3 The rates and prices quoted by the tenderer Shall be inclusive of all works, tasks, studies, all other Subsidiary or Complementary Statutory clearances from the required statutory authorities, all taxes, levies, duties, including DGPS survey of proposed area for diversion by ORSAC and DGPS/GPS survey of area selected for Compensatory Afforestation including posting of Pillars as per guideline of PCCF, Odisha and obtaining FRA certification, etc. to obtain the Approval of Diversion of Forest Land from MoEF&CC, GoI. No extra cost under the head of facilitation cost shall be entertained.

27. MODIFICATIONS/ SUBSTITUTION/ WITHDRAWAL OF BIDS

No Bid shall be modified, substituted or withdrawn by the Bidder after its submission to the Authority.

28. BID OPENING

- 28.1.** The Authority shall open the Technical Proposals at predefined time, at the place specified in Key Details and in the presence of the Bidders who choose to attend.
- 28.2.** The Authority will subsequently examine and evaluate Bids in accordance with the provisions set out evaluation criteria clause.
- 28.3.** Bidders are advised that qualification of Bidders will be entirely based on the provision contained in this RFP. Bidders shall be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.
- 28.4.** Any information contained in the Bid shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it on the basis of such information.
- 28.5.** The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Bid(s) without assigning any reasons.
- 28.6.** Where any information is found to be patently false or amounting to a material misrepresentation, the Authority reserves the right to reject the Bid in accordance with the provisions contained herein.
- 28.7.** Clarifications on Technical Proposal:
 - 28.7.1. To facilitate evaluation of Bids, the Authority may seek clarifications from any Bidder regarding its Bid. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
 - 28.7.2. If a Bidder does not provide clarifications sought by the Authority within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, the Authority may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the

Bidder shall be barred from subsequently questioning such interpretation of the Authority.

28.8. Correspondence with the Bidder

Save and except as provided in this RFP, the Authority shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any Bid.

29. TECHNICAL EVALUATION

29.1. The Authority will carry out evaluation of the Bids through a Bid Evaluation Committee constituted by it at its sole discretion. The Committee will proceed with evaluation process as detailed hereunder.

29.2. Stage 1: Pre-Qualification

29.2.1. On opening of the bid, the Authority will ensure that the Bid is accompanied by Tender fee /Cost of Bid Document and Bid Security, as specified. The Bids without Tender Fee /Cost of Bid Document or Bid Security will be summarily rejected and will not be considered for further processing.

29.2.2. The Committee will verify the fulfilment of Minimum Eligibility Criteria by the bidders based on the documents submitted by the bidders and Bidders who do not meet these criteria will be rejected.

29.3. Stage 2: Evaluation of Technical Proposal

29.3.1. The Bidders qualified in the Pre-qualification stage shall be required to make presentation of their Technical Plan before the Committee on the date specified in the Key Data. The Authority may at its discretion change the date, time or venue of presentation.

29.3.2. The Authority shall communicate the status of pre-qualification by email and invite the qualified bidders to make the presentation and shall also confirm the date, time and venue of the presentation.

29.3.3. Bidder shall depute a technically competent person to make the presentation and he/she shall be authorized to make decisions/ commitments to the Authority on behalf of the Bidder. The letter authorizing the person shall be submitted at least one day prior to the date of presentation.

29.3.4. The Bid Evaluation Committee shall evaluate the Technical Proposal based on the documents submitted by the bidder and the presentation of the Technical Plan before the Committee.

29.3.5. The Committee may seek technical clarifications from the Bidder during the presentation and the Bidder shall provide the clarifications or documents so required to be submitted. If a Bidder does not provide clarifications sought by the Authority within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, the Authority may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority.

29.3.6. Technical scores shall be calculated for Bidders after the presentation

29.3.7. The Committee shall award Technical Score, out of total score of 100 (One Hundred), as per the scoring criteria given hereunder. The qualifying score shall be 60 marks in technical proposal.

29.3.8. After technical evaluation, financial proposals of the technically qualified Bidders shall be opened.

29.4. Technical Scoring Criteria

The Technical Evaluation Committee will award technical score on the following criteria, after evaluating the Technical Proposal.

Sl.	Evaluation Parameter	Supporting Doc	Marks	Scoring Criteria
1	Experience in obtaining Stage-I Forest Clearance for projects located in Odisha in last 5 years from PDD (Proposal Due Date). Note: Period of 5 years shall be considered from date of obtaining Stage-1 clearance to PDD.	Copies of work orders / agreement along with Stage-I clearance certificate	30	1 Mining Project-10 marks 1 project (other than mining)-5 marks Maximum mark-30
2	Experience in preparation of geo referenced forest land map of the project area or CA (Compensatory Afforestation) project area located in Odisha using DGPS, including ORSAC certification for forest clearance purpose in last 5 years from PDD.	Copies of work orders / agreement	10	1 project- 2.5 marks Maximum- 10 marks
3	Minimum Annual Turnover from Technical/ Consulting services during the last 3 financial years	Audited balance sheet P/L Statements signed by CA firm. Also, Annual turnover format as attached in this RFP.	10	Average Annual Turnover: <ul style="list-style-type: none"> Rs. 2 to 5 Crore = 05 marks More than Rs. 5 to less than 10 Crore = 07 marks > 10 Crore = 10 marks
4	Positive Net worth of the organization during the last 3 financial years	Audited Net worth signed by CA firm.	5	<ul style="list-style-type: none"> Rs. 1 to 3 Crore = 2 marks More than Rs. 3crore to less than 5 Crore = 3 marks More than 5 Crore = 5 marks
5	Minimum 1 number GIS expert	Copy of EPF & ESI	10	<ul style="list-style-type: none"> 1 GIS Expert -2 mark

Sl.	Evaluation Parameter	Supporting Doc	Marks	Scoring Criteria
	and one Forestry expert on regular payroll, valid ESI Numbers are employed in Odisha	registration Certificate & Latest return with Supporting documents (challans/ invoices)		<ul style="list-style-type: none"> 1 Forestry expert -2 mark Maximum -10 marks
6	Technical presentation highlighting domain experience & Capacity (infrastructure & human resources) of the bidder along with approach methodology, Job responsibility of each team member & work plan a) Approach and Methodology for this assignment- b) Similar assignment successfully executed with any Govt. entity c) Work Plan & Time line	Presentation to be covered in 15-20 Mins	25 5 5	Maximum-35 marks
Total			100	

30 . FINAL BID EVALUATION:

Financial bids of only those bidders who have been declared technically qualified by the committee as per the above stated procedure shall be opened for further evaluation and ranking. Final Bid Evaluation will be done following Quality and Cost Based Selection (QCBS) criteria. Under QCBS selection, the technical proposals will be allotted weightage of 70% (Seventy percent) while the financial proposals will be allotted weightages of 30% (Thirty per cent). Proposal with the lowest cost amongst the technically qualified shall be given a financial score of 100(Hundred) and other proposals given financial scores that are inversely proportional to their prices w.r.t. the lowest offer. Similarly, proposal with the highest technical marks (as allotted by the evaluation committee) shall be given a score of 100 (Hundred) and other proposals be given technical score that are proportional to their marks w.r.t. the highest technical marks. The total score, both technical and financial, shall be obtained by weighing the quality and cost scores and adding them up. On the basis of the combined weighted score for quality and cost, the consultant shall be ranked in terms of the total score obtained. The proposal securing the highest combined marks is ranked H-1 followed by the proposals securing lesser marks as H-2, H-3 etc. The proposal securing the highest combined marks and ranked H-1 will be invited for negotiations, if required and shall be recommended for award of contract. In the event two or more bids have the same score in

final ranking, the bid with highest technical score will be H-1. In such a case, an Evaluated combined Bid Score (B) will be calculated for each responsive Bid using the following formula, which permits a comprehensive assessment of the Bid price and the technical merits of each Bid:

$$B = \frac{C_{low}}{C} X + \frac{Ts}{T_{high}} (1 - X)$$

Where,

C = Evaluated Bid Price

C_{low} = the lowest of all Evaluated Bid Prices among responsive Bids

Ts = the total Technical Score awarded to the Bid

T_{High} = The Technical Score achieved by the Bid that was scored best among all responsive Bids.

X = weightage for the Price as specified in the BDS (30)

The Bid with the best evaluated combined Bid Score (B) among responsive Bids shall be the most advantageous Bid and ranked as H-1.

The Selected Bidder shall be the First Ranked (H-1) Applicant (having the highest combined score). The second (H-2) and third (H-3) Ranked Applicant shall be kept in reserve and may be invited for negotiations in case the first ranked Applicant withdraws or fails to comply with the requirements specified in the RFP document.

31. SELECTION OF BIDDER

- The highest ranked Bidder with the highest marks obtained shall be awarded with the project.
- In the event of fresh bid, the H-1 shall not be allowed to participate in the fresh bids invited by the Authority for this RFP or other RFP called for any other site floated by the Authority for similar project, in case the H-1 is rejected due to;
 - 31.1 non-acceptance of Letter of Intent issued by the Authority or
 - 31.2 misrepresentation made by it or
 - 31.3 any other failure in complying with Bid conditions on reasons solely attributable to the H1 and the Bid Security will be forfeited and the Authority reserves the right to claim any other damages from this bidder.

32. CONTRACT NEGOTIATION

Contract Negotiation if required, will be held at a date, time and address as intimated to the selected bidder. The invited 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.

33. AWARD OF THE PROJECT

- 33.1 After selection, a Letter of Intent (the “LOI”) shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 15 (fifteen) days of the receipt of the LOI, sign and return the duplicate copy of the LOI in acknowledgement thereof.
- 33.2 The bidder shall furnish the Performance Security of 10% of agreed value during financial evaluation or negotiation thereafter.

34. MISCELLANEOUS

- 34.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the competent Courts at Bhubaneswar shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 34.2 The Authority without incurring any obligation or liability, reserves the right, at any time, to;
 - 34.2.1 Suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto.
 - 34.2.2 Consult with any Bidder in order to receive clarification or further information.
 - 34.2.3 Pre-qualify or not to pre-qualify any Bidder and/ or to consult with any Bidder in order to receive clarification or further information.
 - 34.2.4 retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
 - 34.2.5 Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 34.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder and the Bidding Documents, pursuant hereto, and/or in connection with the Bidding Process, to the fullest extent permitted by applicable law, and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

Approved
Sd/-

Director of Mines, Govt. of Odisha

APPENDICES

Appendix-I
Technical Proposal letter
[Letter Head of the bidder]

To,
The Director of Mines, Govt. of Odisha
Head of Department Building
Unit-V
Bhubaneswar
Odisha

Sub: Selection of Consulting Firm for “Undertaking complete assignment on turnkey basis to prepare the Forest Diversion Proposal including all related activities thereof leading to Forest Clearance & to facilitate obtaining in principle (Stage-I) approval of Forest Clearance in respect of Forest land measuring 78.829 Ha. involved within total 80.553 ha of Unchabali Iron &Manganese Block, comprised in four villages (Balda, Jagannathpur, Kundaposhi& Unchabali)under Barbil Tehsil of Keonjhar District, Odisha from Ministry of Environment, Forest & Climate Change (MoEF & CC), Govt. of India under Section-2 of Forest (Conservation) Act-1980.”

Ref: RFP No._____

Dear Sir,

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, intend to submit a Pre-qualification requirements proposal in response to the RFP.

I attach hereto the response as required by the RFP, which constitutes our proposal.

I confirm that the information contained in this response or any part thereof, including its exhibits, and other documents and instruments delivered or to be delivered to client is true, accurate, verifiable, and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the department in its empanelment process. Our proposal will be remaining valid for a period of 90 days.

I fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the short-listing process, we are liable to be dismissed from the selection process or termination of the contract during the project.

If selected to do so, for undertaking the assignment, I agree for unconditional acceptance of all the terms and conditions set out in the RFP document.

Yours faithfully,

Authorized Signatory with Date and Seal:

Name and address of the bidder: _____

Appendix-II
Bidder's Details
[Bidder's letter head]

Sl	Description	Full Details
1.	Name of bidder	
2.	Permanent Address Tel: Fax: Email id:	
3.	Name of the authorized person signing and submitting the bid on the behalf of bidder: Mobile No: Email Id:	
4.	Registration/Incorporation Details of the bidder Registration No: Registration Date & Year:	
5.	RFP Processing Fee and EMD Details Amount: Date: Name of the Bank:	
6.	PAN Number	
7.	GSTIN Number	
8.	Details of the Organizational Capability	(Please attach a separate sheet describing the manpower and infrastructure details available with the bidder)

Sign and Seal of the Authorized Representative:

Date and Place:

Appendix-III
[Annual Turnover & Net worth]
(FINANCIAL DETAILS OF THE ORGANIZATION)

FINANCIAL INFORAMTION	FY 2018-19	FY 2019-20	FY 2020-21
Financial Turn-over			
Net worth			

Mandatory Supporting Documents:

Auditor Certified financial statements & Net worth statements for the Last three financial years; 2018-19, 2019-20 & 2020-21.

The above information has to be jointly certified and sealed by the company auditor and the authorized representative of the bidder and to be furnished in original along with the RFP, failing which the proposal will be out rightly rejected.

Sign and Seal of the Company Auditor with Date and Seal

Sign and Seal of the Authorized Representative

Date:

Place:

Appendix-IV
[Financial Proposal Letter]

(To be submitted on the Letter head of the Bidder)

Date: (dd/mm/yyyy) --/--/----

To
The Director of Mines, Govt. of Odisha
Heads of Department Building
Unit-V
Bhubaneswar
Odisha

Sub: Bid for “Undertaking complete assignment on turnkey basis to prepare the Forest Diversion Proposal including all related activities thereof leading to Forest Clearance & to facilitate obtaining in principle (Stage-I) approval of Forest Clearance in respect of Forest land measuring 78.829 Ha. involved within total 80.553 ha of Unchabali Iron & Manganese Block, comprised in four villages (Balda, Jagannathpur, Kundaposhi & Unchabali) under Barbil Tehsil of Keonjhar District, Odisha from Ministry of Environment, Forest & Climate Change (MoEF & CC), Govt. of India under Section-2 of Forest (Conservation) Act-1980.”

RFP Reference No:

Dear Sir,

1. We, the undersigned bidder, having read & examined in detail, the bidding document, I/ we, the undersigned, offer to supply/ work as mentioned in the scope of the work, Bill of Material, Technical Specifications, Service Level Standards & in conformity with the said bidding document for the same.
2. I / We undertake that the prices are in conformity with the specifications prescribed. The quote/ price is inclusive of all costs likely to be incurred for executing this work. The prices are inclusive of govt. taxes/duties, EXCEPT Goods and Services Tax (GST), as mentioned in the financial bid.
3. I / We undertake to deliver the goods & services in accordance with the delivery schedule specified in the RFP if our bid is accepted.
4. I/We undertake to successfully operationalize the entire solution as per scope of work mentioned in the RFP document.
5. I/ We have examined and have no reservations to the Bidding Documents, including any corrigendum/addendums issued by Director of Mines.
6. I/ We hereby declare that in case the contract is awarded to us, we shall submit the contract performance bank guarantee as prescribed in the RFP.
7. I / We agree to abide by this bid for a period of 90 days from the date of bid submission and it shall remain binding upon us and be accepted at any time before the expiry of that period.
8. Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.
9. I/ We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

We understand that you are not bound to accept the lowest or any bid you may receive. We agree to all the terms & conditions as mentioned in the RFP document and submit that we have not submitted any deviations in this regard.

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

Date:

Place:

Yours faithfully,

(Signature of the Authorised Signatory)

(Name and designation of the of the Authorised Signatory)

(Name and seal of Bidder)

**Appendix-V
(FINANCIAL PROPOSAL)**

RFP No: _____

S I	Name of Project	Consultancy fee in INR (Per Ha.)	Consultancy fee in words (Per Ha.)
1.	<p>“Undertaking complete assignment on turnkey basis to prepare the Forest Diversion Proposal including all related activities thereof leading to Forest Clearance & to facilitate obtaining in principle (Stage-I) approval of Forest Clearance in respect of Forest land measuring 78.829 Ha. involved within total 80.553 ha of Unchabali Iron &Manganese Block, comprised in four villages (Balda,Jagannathpur,Kundaposhi&Unchabali) under Barbil Tehsil of Keonjhar District, Odisha from Ministry of Environment , Forest & Climate Change (MoEF & CC), Govt. of India under Section-2 of Forest (Conservation) Act-1980.”</p>		
Total			

General Note:

1. The figures reflected in the scope of work are indicative only. DIRECTOR OF MINES, Govt. of Odisha doesn't guarantee any minimum business / volume in this tender enquiry.
2. In case of any discrepancy between quoted bids in digits & words, value written in words will be considered as final for evaluation.
3. Rates quoted shall be exclusive of GST rates as applicable.

We undertake that the rates quoted above by us will not change during the Contract period.

Authorized Signatory (In full and initials):

Name and Designation of Signatory with Date and Seal:

Appendix-VI

[Abstract of Project Experience as required in Eligibility and technical score distribution]

Obtaining Approvals of Forest Diversion for the Project establishment in Odisha in recent times (During last 5 years from PDD), from MoEF&CC, GoI through Govt. of Odisha. The prescribed formats to submit the details of the previous assignments successfully executed are furnished below.

Sl.	Name of Project with WO/CC/Agreement copy to be enclosed	Name of the client organization	Cost of the Contract (Final Settlement)	Date of Stage-I clearance (copy to be enclosed)
1.				
2.				
3.				

Note: The Bidder is required to use above format for all the projects referenced by the Bidder for the eligibility criteria and technical bid evaluation.

Appendix-VII

(Curriculum Vitae (CV) For Proposed Professional Staff)

Appendix-VIII
[Performance Bank Guarantee]

UNCONDITIONAL AND IRREVOCABLE BANK GUARANTEE

Bank Guarantee No.: _____ Dated: _____

Issuer of Bank Guarantee:

_____ (Name of the Bank)

(Hereinafter referred to as the “Bank”)

Beneficiary of Bank Guarantee:

Director of Mines, Govt. of Odisha

Nature of Bank Guarantee:

Unconditional and irrevocable Bank Guarantee

Context of Bank Guarantee:

In pursuance of Clause of the Request for Proposal Document dated____ (hereinafter referred to as the “RFP” inclusive of Contract for **“Undertaking complete assignment on turnkey basis to prepare the Forest Diversion Proposal including all related activities thereof leading to Forest Clearance & to facilitate obtaining in principle (Stage-I) approval of Forest Clearance in respect of Forest land measuring 78.829 Ha. involved within total 80.553 ha of Unchabali Iron &Manganese Block, comprised in four villages (Balda, Jagannathpur, Kundaposhi & Unchabali)under Barbil Tehsil of Keonjhar District, Odisha from Ministry of Environment, Forest & Climate Change (MoEF & CC), Govt. of India under Section-2 of Forest (Conservation) Act-1980.”**(hereinafter referred to as the “Project”), provided however, such context of the Bank Guarantee or reference to the Agreement in this Bank Guarantee shall in no manner be relied upon at any stage to adversely affect or dilute the unconditional and irrevocable nature of this Bank Guarantee.

Operative part of the Bank Guarantee:

At the request of the _____, we _____,

_____ (name and address of the bank), (hereinafter referred to as the “Bank”),do hereby unconditionally and irrevocably affirm and undertake that we are the Guarantor and are responsible to the DIRECTOR OF MINES, Govt. of Odisha i.e. the beneficiary on behalf of the Bidder, up to a total sum of Rs.____ Lakhs, such sum being payable by us to the DIRECTOR OF MINES, Govt. of Odisha immediately upon receipt of first written demand from DIRECTOR OF MINES, Govt. of Odisha.

We unconditionally and irrevocably undertake to pay to the DIRECTOR OF MINES, Govt. of Odisha, on an immediate basis, upon receipt of first written demand from the DIRECTOR OF MINES and without any cavil or argument or delaying tactics or reference by us to Bidder and without any need for the DIRECTOR OF MINES to convey to us any reasons for invocation of the Guarantee or to prove the failure on the part of the Bidder to repay the amount of Rs ____Lakhs or to show grounds or reasons for the demand or the sum specified therein, the entire sum or sums within the limits of Rs. _____ Lakhs.

We hereby waive the necessity of the DIRECTOR OF MINES, Govt. of Odisha, demanding the said amount from Bidder prior to serving the Demand Notice upon us.

We further agree and affirm that no change or addition to or other modification to the terms of the Agreement, shall in any way release us from any liability under this unconditional and irrevocable Guarantee and we hereby waive notice of any such change, addition or modification. We further agree with the DIRECTOR OF MINES, Govt. of Odisha that the DIRECTOR OF MINES, Govt. of Odisha shall be the sole and the exclusive judge to determine that whether or not any sum or sums are due and payable to him by Operator, which are recoverable by the DIRECTOR OF MINES, Govt. of Odisha by invocation of this Guarantee.

This Guarantee will not be discharged due to the change in constitution of the Bank or the Bidder. We undertake not to withdraw or revoke this Guarantee during its currency/ validity period, except with the previous written consent of the DIRECTOR OF MINES, Govt. of Odisha.

We unconditionally and irrevocably undertake to pay to the DIRECTOR OF MINES, Govt. of Odisha any amount so demanded not exceeding Rs. _____ Lakhs, notwithstanding any dispute or disputes raised by Bidder or anyone else in any suit or proceedings before any dispute review expert, arbitrator, court, tribunal or other authority, our liability under this Guarantee being absolute, unconditional and unequivocal. The payment so made by us under this Guarantee to the DIRECTOR OF MINES, Govt. of Odisha, shall be a valid discharge of our liability for payment under this Guarantee and the Bidder shall be a valid discharge of our liability for payment under this Guarantee and the Bidder shall have no claim against us for making such payment.

This unconditional and irrevocable Guarantee shall remain in full force and effect and shall remain valid until _____ (120 days from the proposal due date).

Notwithstanding any contained herein:

Our liability under this Bank Guarantee shall not exceed Indian Rs. _____ Lakhs. This unconditional and irrevocable Bank Guarantee shall be valid w.e.f. _____ (Date of Submission of Proposal) to _____.

We are liable to pay the guaranteed amount or any part thereof under this unconditional and irrevocable Bank Guarantee only and only if DIRECTOR OF MINES, Govt. of Odisha, serves upon us a written claim or demand on or before _____.

Authorized Signatory
For Bank

Appendix-IX

APPROACH PAPER ON METHODOLOGY PROPOSED FOR PERFORMING THE ASSIGNMENT

The approach and methodology should be detailed, precise and in line with the Objective that this Project envisages to assist towards the Mining Sector. Amongst aspects necessary, Methodology should at least cover the following:

- 1) Understanding of the Assignment
- 2) Approach & Methodology suggested
- 3) Structure for successful implementation of the project – Analysis of the available project Structure
- 4) Work Plan and timeline

Appendix-X

[Draft Form of Agreement]

STANDARD FORM OF CONTRACT FOR “Undertaking complete assignment on turnkey basis to prepare the Forest Diversion Proposal including all related activities thereof leading to Forest Clearance & to facilitate obtaining in principle (Stage-I) approval of Forest Clearance in respect of Forest land measuring 78.829 Ha. involved within total 80.553 ha of Unchabali Iron & Manganese Block, comprised in four villages (Balda, Jagannathpur, Kundaposhi & Unchabali) under Barbil Tehsil of Keonjhar District, Odisha from Ministry of Environment, Forest & Climate Change (MoEF & CC), Govt. of India, under Section-2 of Forest (Conservation) Act-1980.”

Between

[Name of the Client] _____

And

[Name of the Consultant] _____

Dated: _____

“Undertaking complete assignment on turnkey basis to prepare the Forest Diversion Proposal including all related activities thereof leading to Forest Clearance & to facilitate obtaining in principle (Stage-I) approval of Forest Clearance in respect of Forest land measuring 78.829 Ha. involved within total 80.553 ha of Unchabali Iron & Manganese Block, comprised in four villages (Balda, Jagannathpur, Kundaposhi & Unchabali) under Barbil Tehsil of Keonjhar District, Odisha from Ministry of Environment, Forests & Climate Change (MoEF & CC), Govt. of India, under Section-2 of Forest (Conservation) Act-1980.”

This CONTRACT (hereinafter called the “Contract”) is made the _____ day of the month of _____, 2022, between on the one hand, DIRECTOR OF MINES, Govt. of Odisha at Bhubaneswar (hereinafter called the “Client”) and, M/s _____ a body corporate / firm having its Registered Office / Head Office at _____ through its authorized Directors / Partner / Representative _____ on the other hand, (hereinafter called the “Consultants”).

WHEREAS

- A. The Client has requested the Consultants to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the “Services”);
- B. The Consultants, having represented to the Client that they have the required professional skills, personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract; and

NOW THEREFORE THE parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract.
 - a. The General Conditions of Contract (hereinafter called "GC").
 - b. The Bidding terms of Contract
 - c. All sections
2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract; in particular:
 - a. The Consultants shall carry out the Services in accordance with the provisions of the Contract; and
 - b. The Client shall make payments to the Consultants in accordance with the provisions of the Contract.

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

FOR AND ON BEHALF OF

[NAME OF THE CLIENT]

By_____

(Authorized Representative)

FOR AND ON BEHALF OF

[NAME OF CONSULTANT]

By_____

(Authorized Representative)