



GOVERNMENT OF ODISHA
OFFICE OF THE SUPERINTENDING ENGINEER
KEONJHAR (R&B) DIVISION, KEONJHAR

No. G2 / 983 / Date. 01.02.2023

RFQ Identification No. SE-PWD-K-01 /2022-23
Request for Qualification

The Superintending Engineer, Keonjhar (R&B) Division, Keonjhar (the "Authority") on behalf of the Works Department, Government of Odisha (the "Government") invites Request for Qualification (RFQ) from Registered firms for the following works.

Sl. No	Name of the work	RFQ invitation for	Period of engagement
1	Empanelment of Design / Consultancy/ Supervision Agencies for Various Works in Keonjhar District	Design/ Consultancy/ Supervision Service	36 months

2. In accordance with the provisions under the Guidelines for Engagement of Consultants and Outsourcing of Services issued in the Office Memorandum No. 37323/F Dt. 30.11.2018 of the Finance Department, Government of Odisha, the Authority now invites eligible consulting firms / joint ventures to apply for above assignments.

3. Letter of Invitation of the Authority along with all other relevant details of Request for Qualification (RFQ) will be available in the website: www.odisha.gov.in from **10.00 A.M of 07.02.2023 to 5.00 P.M of 13.03.2023**. Further details with any addendum, corrigendum and cancellation can be seen from www.odlsha.gov.in.

4. Request for Qualification (RFQ) should be submitted by Speed Post / Registered Post only to the following address latest by **5.00 P.M. on 13.03.2023** during office hours only. Submission of bid through any other mode and late bid will be rejected.

5. Proposals received shall be opened at **11.00A.M. on 14.03.2023** in the Office of the Superintending Engineer, Keonjhar (R&B) Division, Keonjhar- 758001.

6. The Authority reserves all rights to cancel any or all proposals without assigning any reason.

Address of Authority

Superintending Engineer,

Keonjhar (R&B) Division,

Keonjhar, Odisha

Pin-758001

Tel: +916766255473

Email: eepwdkeonjhar@yahoo.com /

sepwdkeonjhar2022@gmail.com

Sd/- S.K. Behera
Superintending Engineer
Keonjhar (R&B) Division



Office of The Superintending Engineer,
Keonjhar (R&B) Division,
Keonjhar, Odisha 758001

RFQ Identification No: SE-PWD-K-01/2022-23

No. 983

Date: 01.02.23

REQUEST FOR QUALIFICATION

Empanelment of Design/Consultancy/Supervision Agencies for Various Works in Keonjhar District

Superintending Engineer (SE), Keonjhar (R&B) Division, Govt. of Odisha, invites sealed proposals from eligible bidders for “**Empanelment of Design/Consultancy/Supervision Agencies for Various Works in Keonjhar District**”

Bidders fulfilling the prescribed eligibility criteria of the RFQ can access and download the complete RFQ Document and other details from <https://tendersodisha.gov.in>

The major events under the bid process are:

Sr. No.	List of Key Events	Critical Dates
1	Date of Issue of RFQ	01.02.2023
2	Last date of submitting the online queries	15.02.2023 by 06:00 PM Email id: eepwdkeonjhar@yahoo.com
3	Date of Pre-bid Meeting	16.02.2023
4	Venue of Pre-bid Meeting	O/o The Superintending Engineer, Keonjhar (R&B) Division, Keonjhar – 758001, Odisha
5	Issue of Pre-proposal Clarifications	21.02.2023 via online mode
6	Last Date for Submission of Bid	13.03.2023 by 05.00 PM

7	Date of Opening of Technical Bid	14.03.2023 at 11.00 AM
8	Date of Technical Presentation	To be intimated to bidders at later stage
9	Date of Opening of Financial Bid	To be intimated to bidders at later stage
10	Method of Selection	Price Based Selection – Least Cost Selection

The proposal complete in all respects must reach the undersigned by **Speed Post/Registered Post** only latest by **13.03.2023 before 5.00 PM** in a sealed envelope clearly mentioning on the top of it “**Empanelment of Design/Consultancy/Supervision Agencies for Various Works in Keonjhar District**”. The proposals received beyond the last date and time will be rejected. The authority reserves the right to reject any/ all proposals without assigning any reason thereof. The undersigned shall not be responsible for the postal delay of receipt of the documents.

Address for Submission of Proposal:

**O/o the Superintending Engineer,
Keonjhar (R&B) Division, Odisha – 758001**

Request for Qualification

For

Empanelment of Design/Consultancy/Supervision Agencies for Various Works in Keonjhar District



Superintending Engineer, Keonjhar (R&B) Division, Govt. of Odisha

RFQ Identification No: SE-PWD-K-01/2022-23

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Disclaimer

The information contained in this Request for Qualification document (the “**RFQ**”) or subsequently provided to Applicant(s), whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisors, is provided to Applicant(s) on the terms and conditions set out in this RFQ and such other terms and conditions subject to which such information is provided.

This RFQ is not an agreement and is neither an offer nor invitation by the Authority to the prospective Applicants or any other person. The purpose of this is to provide interested parties with information that may be useful to them in the formulation of their Application for selection pursuant to this RFQ (the “**Application**”). This RFQ includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFQ may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFQ. The assumptions, assessments, statements and information contained in the RFQ may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFQ and obtain independent advice from appropriate sources.

Information provided in this RFQ to the Applicant(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant(s) under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFQ or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFQ and any assessment, assumption, statement or information contained therein or deemed to form part of this RFQ.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused, arising from reliance of any Applicant upon the statements contained in this RFQ. The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFQ.

The issuance of this RFQ does not imply that the Authority is bound to select and appoint the Selected Applicant(s) for the Project and the Authority reserves the right to reject all or any of the Applications without assigning any reason whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Application, including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Application. All such costs and expenses will remain with the Applicant and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of its Application, regardless of the conduct or outcome of the selection process.

Section I: Letter of Invitation and Factsheet

1. Letter of Invitation

RFQ No:

Dated:

Name of the Assignment: Empanelment of Design/Consultancy/Supervision Agencies for Various Works in Keonjhar District

1. The “Superintending Engineer (R&B) Division Keonjhar, Govt. of Odisha” (The Client/Authority) invites sealed proposal from eligible bidder under the process for “**Empanelment of Design/Consultancy/Supervision Agencies for Various Works in Keonjhar District**” More details on the proposed study are provided at Section 3: Terms of Reference (ToR) of this RFQ Document.
2. The bidders will be selected under Price Based Selection – Least Cost Selection procedure as prescribed in the RFQ Document in accordance with the procedures prescribed herewith circulated vide Office Memorandum No. 37323/F, Dated: 30.11.2018 of Finance Department, Govt. of Odisha.
3. The proposal, complete in all respect as specified in the RFQ Document must be accompanied with a Non-refundable amount of Rs. 10,0000/- (Rupees Ten Thousand Only) towards Bid Processing Fee in form of **Demand Draft** in favour of “**Superintending Engineer, Keonjhar (R&B) Division, Keonjhar**” drawn from any Nationalized/Scheduled Bank payable at Keonjhar, Odisha failing which the bid will be rejected.
4. The proposal must be delivered at the specified address as per the Bidder Data Sheet by Speed post / Registered Post only. The Client shall not be responsible for postal delay or any consequence. Submission of proposal through any other mode will be rejected.
5. The last date and time for submission of proposal complete in all respects is **Dt. 13.03.2023 before 5.00 PM** and the date of opening of the technical proposal is **14.03.2023** in the presence of the bidder’s representative at the specified address as mentioned in the Bidder Data Sheet. Representatives of the bidders may attend the meeting with due authorization letter on behalf of the bidder.
6. This RFQ includes following sections:
 - a. Letter of Invitation [Section – I]
 - b. Instructions to the Bidder [Section – II]
 - c. Terms of Reference [Section – III]
 - d. Technical Proposal Submission Forms [Section – IV]
 - e. Financial Proposal Submission Form [Section –V]
 - f. Annexure [Section – VI]
7. While all information/data given in the RFQ are accurate within the consideration of scope of the proposed assignment to the best of the Client’s knowledge, the Client holds no responsibility for accuracy of information, and it is the responsibility of the bidder to check the validity of information/data included in this RFQ. The Client reserves the right to accept / reject any / all proposals / cancel the entire selection process at any stage without assigning any reason thereof.

Sd/-

**Superintending Engineer
Keonjhar (R&B) Division, Keonjhar**

2. Bidder Data and Factsheet

Sr. No.	Particular	Details
1	Name of the Client	Superintending Engineer, Roads & Buildings (R&B), Keonjhar Division, Keonjhar, Odisha – 758001
2	Method of Selection	Price Based Selection – Least Cost Selection
3	Availability of RFQ Document	https://tendersodisha.gov.in
4	Date of Issue of RFQ	01.02.2023
5	Last date of submitting the online queries	15.02.2023 by 06:00 PM Email id: cepwdkeonjhar@yahoo.com
6	Date & Venue of Pre-bid Meeting	16.02.2023 O/o The Superintending Engineer, Keonjhar (R&B) Division, Keonjhar – 758001, Odisha
7	Issue of Pre-proposal Clarifications	21.02.2023 via online mode on https://tendersodisha.gov.in
8	Last Date for submission of Proposal	13.03.2023 by 05.00 PM
9	Date of opening of Technical Proposal	14.03.2023 at 11.00 AM
10	Date of Technical Proposal Presentations	To be intimated to bidders on later stage (of only those Bidders who become qualified in the Stage I of the evaluation {Pre-qualification Criteria})
11	Date of opening of Financial Proposal	To be intimated to bidders on later stage
12	Contact Person / Address for Submission of Proposal	Superintending Engineer, Roads & Buildings (R&B), Keonjhar Division, Keonjhar, Odisha – 758001
13	Place of Opening of Proposal	O/o The Superintending Engineer, Keonjhar R&B Division, Keonjhar – 758001, Odisha

14	Mode of Submission	Speed Post / Registered Post only to the address as specified above during the office hour only. Submission of bid through any other mode and late bid will be rejected
15	Bid Processing Fee (Non-Refundable)	INR 10,000/- (Rupees Ten Thousand Only) in the form of demand draft drawn in favour of “ Superintending Engineer, Keonjhar (R&B) Division, Keonjhar ” drawn from any Nationalized/Scheduled Bank payable at Keonjhar. The bid processing fee shall be submitted along with the 1 st Inner Envelope of the Technical Proposal.
16	Performance Bank Guarantee	Rs. 50 Lakhs for empanelment in Category ‘upto INR 30 Crores’ Rs. 1 Crore for empanelment in Category ‘Above INR 30 Crores upto INR 100 Crores’
17	Method of Selection	Price Based Selection – Least Cost Selection

NOTE:

- The Client reserves the right to change any schedule. Please visit the website ‘<https://tendersodisha.gov.in>’ regularly for the same.
- Proposals must be submitted before the date, time and venue mentioned in the Factsheet through Speed/Registered Post only. Proposals that are received after the deadline will not be considered.

Sd/-

**Superintending Engineer
Keonjhar (R&B) Division, Keonjhar**

Section II: Instructions to the Bidders

3. Pre-Qualification Criteria

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

Sr. No.	Pre-Qualification Criteria	Specific Requirement	Documents Required
1.	Legal Entity	The Agency shall be organization registered under registered under Indian Companies Act, 1956/2013 or a Society registered under The Societies Registration Act, 1860 or a Trust registered under the Indian Trusts Act, 1882 or a Partnership Firm registered under the Indian Partnership Act, 1932 or a Limited Liability Partnership registered under The Limited Liability Partnership Act, 2008 registered	<ul style="list-style-type: none"> • Certificate of Incorporation • Registration Certificate • PAN No. • GST No.
2.	Operation	The Agency shall have been in operation for the past five (5) years as on submission of the bid and filed ITRs for the last 5 FYs i.e., 2017-18, 2018-19 2019-20, 2020-21 and 2021-22	Last five FY's Audited Financial Statement duly signed by a Chartered Accountant for 2017-18, 2018-19, 2019-20, 2020-21 and 2021-22
3.	Financial Capacity	The applicant shall be required to mandatorily fulfill the following eligibility criteria to demonstrate its Technical and Financial Capacity for different category as mentioned in <i>below note</i>	Average Annual Turnover Statement
4.	Consortium	Consortium / JVs / associations shall be allowed under this project. Maximum members will be limited to 2 nos.	Joint Application Agreement
5.	Blacklist	The Agency shall not have been blacklisted by any Central / State Government Ministry in India or Public Sector Undertakings or any Government Agencies.	Undertaking by the Authorized Signatory
6.	Experience	Experience in each category	Copies of Work Orders/ Sanction Orders/ MOUs/ Engagement Letters/ Completion Certificates or equivalent documentary evidence shall be provided as proof. Documents in other languages shall be supplemented by an English translated copy
7.	Authorized Representative	A Power of Attorney in the name of the person signing the proposal.	Original Power of Attorney (Notarized on a Rs. 100/- Non-Judicial Stamp Paper)
8.	Certificate	Registration Certificate	Registration Certificate from Council of Architecture (CoA)
9.	Cost of Tender Fee / Bid Processing Fee	The Agency shall furnish a Tender Fee of Rs. 10,000/- , in the form of Demand Draft in favor of ' Superintending Engineer, Keonjhar (R&B) Division, Keonjhar ', and payable at Keonjhar.	Original Demand Draft

Note:

- **Financial Capacity and Past experience**

Average Annual financial turnover and projects of similar nature successfully executed services during the last 05 years, ending 31st March of the previous financial year, should be as per the given table below in each of the mentioned category.

- The applicant must have at least 5 years of experience (ending month prior to the bid opening) of providing similar type of services to centre/state Government/PSUs/Nationalised /Reputed organizations services rendered with list of such Central/State/PSUs with duration of services shall be furnished.

4. Minimum Eligibility Criteria

S.No.	Qualification limit/Category (Value of work**) in INR Crores	Average Annual Turnover from Consulting fees during the 5 (five) financial years preceding the Application Due Date (ADD) (in INR Crores)	Threshold Project Cost of Past Experience in Eligible Assignment – Similar Facilities*** during last 5 years immediately preceding the ADD. (To Fulfill either of three options) (in INR Crores)			Threshold Project Cost of Past experience in Eligible Construction Supervision Assignment*** during last 5 years immediately preceding the ADD. (in INR Crores)
			Single Work	Two Works of each at least	Three Works of each at least	Cumulative of Maximum of Three Work Orders (WO 1 + WO 2 + WO 3) shall be considered
1	Upto INR 30 Crores	5	12	8	6	12
2	Above INR 30 Crores and upto INR 100 Crores	15	40	25	20	40

* Figures are in INR Crores

*Consulting Fees are Professional fees been charged by agency for Design/Engineering Consultancy Charges.

**Value of Works - This value would be the total Construction and/ or Construction and Maintenance cost of the project, excluding applicable Goods and Service Tax (GST) but inclusive of all other applicable taxes and duties under the Applicable Laws for the respective work.

*** Please refer to section 4.1 under 'Letter of Invitation and Factsheet' for definition.

It is also clarified that the technical and financial capacity in the case of the consortium can be fulfilled jointly by all the consortium member(s) together.

The Agency/Agencies may be onboarded at any stage as per the need of the respective project and the payments will be made as per the stages of payment schedule (*refer section 7 under 'Terms of Reference'*).

4.1 Eligible Assignments

- a) For the purposes of determining Conditions of Eligibility and for evaluating the Application(s) under this RFQ, consultancy assignments as eligible assignments-similar facilities (the “Eligible Assignments-Similar Facilities”) shall be as under:

Experience of providing architectural design and/or providing detailed design including but not limited to the Architectural, Structural, MEPF, HVAC, Curation, exhibit etc. for projects based on infrastructure which have been completed or ongoing during the last 5 years immediately preceding the ADD. Experience of ongoing projects against this criterion would also be considered, provided that in such projects detailed design and engineering component of the works should have been completed by the applicant.

- b) For the purposes of determining Conditions of Eligibility and for evaluating the Applications under this RFQ, consultancy assignments in respect of design and/or detailed engineering for the following projects shall be deemed as eligible construction supervision assignments (the “Eligible Construction Supervision Assignments”):

Experience of construction supervision and monitoring and/or site supervision for infrastructure projects during the last 5 years immediately preceding ADD. Ongoing projects will only be considered if the value of works completed is greater than the threshold mentioned in respective category.

5. Criteria for JV (Consortium) for the Agencies

- Agencies which shall involve in executing large and complex assignments, the consultants/service providers may associate to form a consortium to complement their respective areas of expertise to increase the technical responsiveness of their proposals.
- The consortium may take the form of a joint venture or a sub consultancy. In case of a JV, all members of the JV shall sign the contract and shall be jointly and severally liable for the assignment.
- Under such circumstance one of the shortlisted consultants must become the lead member of the consortium. The procuring entity only deals with the lead member of the consortium.
- The lead partner of the consortium shall be considered for all the purpose of the assignment by the procuring entity. The qualification of JV partners shall collectively consist of experience of consultancy, financial soundness, and financial turnover etc.
- The maximum number of JV partners should be limited to two only.
- In the above case the lead partner shall meet 50% of the qualifying limit in case of experience as well as the Financial turnover set as eligibility for the above partner.
- The firm in such case shall submit only one proposal either as individually or as a JV partner in proposal.

5.1 Instructions to bidders:

(a) *The Applicant shall be a single entity (the “Sole Firm”) or as lead member of a consortium (“Consortium”) of Agencies (the “Lead Member”) in response to this invitation. The maximum members in a consortium will be limited to 2 (two). However, no Applicant or its Associate shall submit more than one Application for the Project. An Applicant applying individually or as an Associate shall not be entitled to submit another application either individually or as a member of any consortium, as the case may be.*

(b) *In case the Applicant is a Consortium of entities, it should comply with the following additional requirements:*

- i. Application should contain the information required for each Member of the Consortium, provided number of Members of the Consortium shall not exceed 2 (two);*
- ii. Members of the Consortium shall nominate 1 (one) member as the Lead Member;*
- iii. The nomination of the Lead Member shall be supported by a Power of Attorney, as per the format set forth in Tech 4, signed by all the other Members of the Consortium;*
- iv. The Members of a Consortium shall execute the Project through the Lead Member who shall sign the Agreement with Authority, for and on behalf of the Consortium. In this regard, it is clarified that all Members of the Consortium shall be jointly and severally liable to execute the Project during the Concession period;*
- v. Members of the Consortium shall enter into a binding Joint Application Agreement for the purpose of submitting their Application; and*
- vi. Without prejudice to the joint and several liability of all the Members of the Consortium, the Lead Member shall represent all the Members of the Consortium and shall at all times be liable and responsible for discharging the functions and obligations of the Bidder. The Bidder shall ensure that each Member of the Consortium shall be bound by any decision, communication, notice, action or inaction of the Lead Member on any matter related to this Project and the Authority shall be entitled to rely upon any such action, decision or communication of the Lead Member. The Authority shall have the right to release payments solely to the Lead Member and shall not in any manner be responsible or liable for the inter se allocation of payments among Members of the Consortium.*

(Note: A copy of the Joint Application Agreement should be submitted along with the Application. The Joint Application Agreement entered between the Members of the Consortium should be specific to the Project and should fulfil the above requirements, failing which the Application shall be considered non-responsive and shall be liable for rejection.)

c) While, only entities registered/ incorporated in India are permitted to submit Application for the Project. It is clarified that as mandated under the Order (Public Procurement No. 1) dated 23rd July 2020 issued by the Ministry of Finance, Department of Expenditure, Public Procurement Division, the Applicant shall not, unless registered with the Competent Authority under the aforesaid Order, be related to an entity in a country which shares a land border with India, in any of the following ways:

- a. A subsidiary of an entity incorporated, established or registered in such a country; or*
- b. An entity substantially controlled through entities incorporated, established or registered in such a country; or*
- c. An entity whose beneficial owner is situated in such a country; or*
- d. An Indian (or other) agent of such an entity; “agent” for the purposes of this RFQ shall mean a person employed*

to do any act for another, or to represent another in dealings with third person.

e. natural person who is a citizen of such a country

The “beneficial owner” for the purpose of (c) above shall mean,

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical persons, has a controlling ownership interest or who exercises control through other means. Where no natural person is identified, the beneficial owner is the relevant natural person who holds the position of senior managing official.

Explanation –

a. “Controlling ownership interest” means ownership of or entitlement to more than 25% (twenty-five per cent) of shares or capital or profits of the company,

b. “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements,

2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals.

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.

5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership

Provided further that the Selected Applicant shall not be allowed to sub-contract to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority as provided in the aforesaid Order. It is however clarified that, as mentioned in Annexure B of the aforesaid Order, the restriction contained in this clause will not apply in respect of those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. The updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given on the website of the Ministry of External Affairs.

“Competent Authority” for the purpose of this Clause means the Authority defined in

Annex 1 of the Order (Public Procurement No. 1) dated 23rd July 2020 issued by the Ministry of Finance, Department of Expenditure, Public Procurement Division.

Applicants must read carefully the minimum conditions of eligibility (the “Conditions of Eligibility”) provided herein. Proposals of only those Applicants who satisfy the Conditions of Eligibility Criterion will be considered for evaluation.

*An Applicant shall not have a Conflict of Interest (the “Conflict of Interest”) that affects the Application Process. **Any Applicant found to have a Conflict of Interest shall be disqualified.** Without limiting the generality of the above, an Applicant shall be considered to have a Conflict of Interest that affects the Application Process, if:*

a) the Applicant, its Member or Associate (or any constituent thereof) and any other Applicant, its Member or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of an Applicant, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be) in the other Applicant, its Member or Associate is less than 5 per cent of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 2(72) of the Companies Act, 2013. For the purposes of this Clause 2.2.1, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “Subject Person”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or

b) a constituent of such Applicant is also a constituent of another Applicant; or

c) such Applicant, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Applicant, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Applicant, its Member or Associate; or

d) such Applicant has the same legal representative for purposes of this Application as any other Applicant; or

e) such Applicant or any Associate thereof has a relationship with another Applicant or any Associate thereof, directly or through common third parties, that puts them in a position to have access to each other’s information about, or to influence the Application of either or each of the other Applicant; or

f) such Applicant has participated as a consultant or sub-consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

Explanation:

For the purposes of this RFQ, Associate means, in relation to the Applicant, a person who controls, is controlled by, or is under common control with such Applicant (the "Associate"). The expression "Control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting share capital of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person, whether by operation of law, contract/agreement or otherwise.

6. Documents/Formats for submission along with Technical Proposal

The bidder must furnish the following documents duly signed in along with their Technical Proposal:

- Filled in Bid Submission Check List in Original (Annexure-I)
- Covering letter (TECH – 1) on bidder's letterhead requesting to participate in the selection process
- Bid Processing Fee as applicable
- Copy of Certificate of Incorporation/ Registration
- Copy of PAN
- Copy of Goods and Services Tax Identification Number (GSTIN)
- Copies of IT Return for the last Five Financial years (FY 2017-18, 2018-19, 2019-20, 2020-21 and 2021-22)
- General Details of the Bidder (TECH – 2)
- Financial Details of the bidder (TECH – 3) along with all the supportive documents as applicable duly signed as per the instruction
- Power of Attorney (TECH – 4) in favour of the person signing the bid on behalf of the bidder or Board of Directors
- List of completed assignments of similar nature (Past Experience Details, TECH – 5) along with copies of contracts / work orders / completion certificate from previous Clients (signed by authorised representative/personnel).
- Self-Declaration regarding Conflict of Interest (TECH - 6)
- TECH - 7 till TECH -10

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

7. Bid Processing Fee

The bidder must furnish as part of technical proposal, the required bid processing fee amounting to Rs. 10,000/- (Rupees Ten Thousand Only) in shape of DD from any Nationalized/Scheduled Bank in favour of “**Superintending Engineer, Keonjhar (R&B) Division, Keonjhar**”. Proposals received without bid processing fee will be out rightly rejected.

8. Validity of the Proposal

Proposals shall remain valid for a period of **180 (One Hundred Eighty Days)** from the date of submission of proposal. The Client reserves the rights to reject a proposal valid for a shorter period as non- responsive and will make the best efforts to finalize the selection process and award of the contract within the bid validity period. The bid validity period may be extended on mutual consent. If the bidder refuses to extend the bid validity, his selection will be treated as non-responsive and be summarily rejected.

9. Pre-Bid Meeting

Pre-Bid Meeting shall be called as mentioned in the Bidders Data and Factsheet. Clarifications to the above will be uploaded in <https://tendersodisha.gov.in> of the respective bidders for the purpose of preparation of the proposal. Request for alternation / change in existing terms and conditions of the RFQ will not be considered / entertained.

10. Submission of Proposal

Bidder must submit their proposals by **Registered Post / Speed Post only** to the specified address on or before the last date and time for submission of proposals as mentioned in Bidder Data Sheet. The Client will not be responsible for postal delay / any consequence in receiving of the proposal. The proposal must be submitted in two parts. Each part should be separately bound with no loose sheets. Each page of the two parts should be page numbered and in conformation to the eligibility qualifications and clearly indicated using an index page. The Client will not consider any proposal that arrives after the deadline as prescribed in the Bidder Data Sheet. **Any Proposal received after the deadline will be out rightly rejected by the Client.**

The procedure for submission of the proposal is described below:

1. Technical Proposal (Original):

The envelope containing technical proposal shall be sealed and superscripted as “**Technical Proposal – Empanelment of Design/Consultancy/Supervision Agencies for Various Works in Keonjhar District**” and to be furnished inside one envelope. The duly filled-in technical proposal submission forms, with all the supportive documents and information must be furnished as part of technical proposal. All the pages are to be signed by the Authorized Representative.

2. Financial Proposal (Original):

The envelope containing financial proposal shall be sealed and superscripted as “**Financial Proposal – Empanelment of Design/Consultancy/Supervision Agencies for Various Works in Keonjhar**”

District". The Financial Proposal shall be prepared using the attached **Financial Form (in Section V)**. The financial proposal shall not include any conditions attached to it and any such conditional financial proposal shall be rejected. **All the pages are to be signed by the Authorized Representative.**

The "**Technical Proposal**" and "**Financial Proposal**" must have to be submitted in two separate sealed envelopes (with respective marking in bold letters) along with the prescribed formats/information mentioned in the RFQ Document. The first envelope must be marked as "**TECHNICAL PROPOSAL (Empanelment of Design/Consultancy/Supervision Agencies for Various Works in Keonjhar District)**".

The second envelope must be marked as "**FINANCIAL PROPOSAL (Empanelment of Design/Consultancy/Supervision Agencies for Various Works in Keonjhar District)**" and it should contain Financial Proposal only. Both the above envelopes must be sealed and placed inside a third main envelope with proper labelling of following information in bold:

NAME OF THE ASSIGNMENT:

RFQ NUMBER AND DATE:

NAME OF THE BIDDER:

DEADLINE FOR SUBMISSION OF BID:

NAME AND ADDRESS OF THE BIDDER:

CONTACT NUMBER & EMAIL ID OF THE BIDDER:

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

11. Opening of the Proposal

The FIRST ENVELOPE containing **TECHNICAL PROPOSAL** will be opened in the initial stage by the Client in presence of the bidder/bidder's representatives at the location, date specified in the Bidder Data Sheet. The Client will constitute a Consultant Evaluation Committee (CEC) to evaluate the proposals submitted by bidders. Only one representative with proper authorization letter from the participating bidder will be allowed to attend the bid opening meeting. The SECOND ENVELOPE containing **FINANCIAL PROPOSAL** only of the technically qualified bidders will be opened after completion of technical evaluation stage. The authorized representatives, who intend to attend the tender openings, are to bring with them letters of authority from the corresponding tenderers/bidders.

12. Evaluation of Proposal

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

A. Preliminary Evaluation (1st Stage)*: Preliminary evaluation of the proposals will be done to determine whether the proposal complies with the prescribed eligibility condition and the requisite documents / information have been

properly furnished by the bidder or whether the following documents / information have been submitted by the bidder:

- Filled in Bid Submission Check List in Original (**Annexure-I**)
- Covering letter (**TECH 1**) on bidder's letter head/pad requesting to participate in the selection process
- Bid Processing Fee as applicable
- Copy of Certificate of Incorporation/ Registration
- Copy of PAN
- Copy of Goods and Services Tax Identification Number (GSTIN)
- Copies of IT Return for the last three Financial Years (**FY 2017-18, 2018-19, 2019-20, 2020-21 and 2021-22**).
- General Details of the Bidder (**TECH 2**).
- Financial Details of the bidder (**TECH 3**) along with all the supportive Documents as applicable duly signed and certified as per the instruction
- Power of Attorney (**TECH 4**) in favour of the person signing the bid on behalf of the bidder
- List of completed assignments of similar nature (Past Experience Details, **TECH 5**) along with copies of contracts / work orders / completion certificate from previous Clients
- Self-Declaration on Conflict of Interest (**TECH 6**)
- Duly filled in Technical Proposal Forms (**TECH 7 to 10**)
- All the pages of the proposal and enclosures/attachments are signed by the authorized representative of the bidder

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

B. Technical Evaluation (2nd Stage): Technical proposal will be opened and evaluated for those bidders who qualify the preliminary evaluation stage. Detailed evaluation process as per the following parameters will be adopted for proposal evaluation:

Sr. No.	Criteria	Marking Pattern	Maximum Marks
1	Experience of the Agency/Bidder in the Similar Projects	Meeting the Minimum Eligibility Criteria (refer section 4 under 'Instructions to the Bidders') – 15 Marks <ul style="list-style-type: none"> • Category 1 - Project cost of the ongoing*/completed works upto INR 30 crores (Additionally, Three Similar Projects should be ongoing*/completed for achieving 	30 Marks

		<p>maximum of 15 marks).</p> <ul style="list-style-type: none"> Category 2 – Project cost of the ongoing*/completed works above INR 30 crores and upto INR 100 crores <p>(Additionally, Three Similar Projects should be ongoing*/completed for achieving maximum of 15 marks).</p>	
2	Experience of the Agency/Bidder in the Eligible Construction Supervision Assignments	<p>Meeting the Minimum Eligibility Criteria (refer section 4 under ‘Instructions to the Bidders’) – 15 Marks</p> <ul style="list-style-type: none"> Category 1 - Project cost of the ongoing**/completed works upto INR 30 crores (Additionally, Three Similar Projects should be ongoing**/completed for achieving maximum of 15 marks). Category 2 – Project cost of the ongoing**/completed works above INR 30 crores and upto INR 100 crores <p>(Additionally, Three Similar Projects should be ongoing**/completed for achieving maximum of 15 marks)</p>	30 Marks
3	Technical Presentation of the Applicant	<p>Methodology Adopted for execution of Similar Completed Projects – 10 Marks</p> <p>Execution and Supervision of Similar Completed Projects as per scope mentioned in TOR – 15 Marks</p> <p>Team Composition with Qualifications - 5 Marks</p>	30 Marks

4	Annual Average Turnover	Applicant having the highest Average Annual Turnover (TO) for the last 5 (five) Financial Years, preceding the ADD shall get 10 marks, rest of the Applicants shall get marks in proportion to the Average Annual Turnover of the highest applicant	10 Marks
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**Experience of ongoing works/projects under sr.no. 1 in the above table against this criterion would also be considered, provided that in such projects detailed design and engineering component of the works should have been completed by the applicant.*

*** Ongoing works/projects under sr.no. 2 in the above table will only be considered if the value of works completed is greater than the threshold mentioned in respective category.*

- 1) **Evaluation & Marking of Serial No. 1 & 2 in the above table under ‘Technical Evaluation (2nd Stage)’ will be done Individually for each Category as mentioned above. Additional projects other than the one submitted for qualification under ‘Minimum eligibility Criteria’ (refer section 4 under ‘Instructions to the Bidders’) needs to be attached/submitted for getting the necessary marks.**
- 2) **After detailed evaluation as per the Technical Scoring Criteria above, the Authority shall shortlist the Applicants securing 60 or more marks on their Technical Application (“Technical Score”). Such Applicants shall be called Shortlisted Applicants or Responsive Bidder and such Shortlisted Applicants alone shall be eligible for Financial evaluation.**

C. Financial Evaluation (3rd Stage):

1. Financial Proposals of only those applicant Agencies/Bidders who are technically qualified (i.e., obtain minimum 60 marks in Technical Evaluation) shall be opened.
2. Financial Proposals of the only those Applicants shall be treated as the valid whose Proposal are as per the RFQ requirement.
3. All the Shortlisted Applicants whose financial proposal are as per the RFQ will be considered for empanelment under this RFQ. Further, the lowest financial proposal in each category would be consider as the Empanelled Rate for the respective category; for avoidance of doubt, it is clarified that the lowest rate so discovered would be considered as Empanelled Rate for the respective category.
4. All the Shortlisted Applicants whose financial proposal is higher than the lowest proposal quoted by any Shortlisted applicant in that category shall have option to match the lowest financial proposal received in that category; subject to the applicant’s willingness to match the lowest financial proposal received in that category, only then it would be considered for empanelment with lowest financial proposal received in that category. All such Applicants willing to match the lowest financial proposal will generally be designated as Selected Applicant(s).

D. Contacts during Application Evaluation

Applications shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of the Selected Applicant(s).

While the Applications are under consideration, Applicants and/ or their representatives or other interested parties are advised to refrain, save and except as required under the RFQ documents, from contacting by any means, the Authority and/ or their employees/ representatives on matters related to the Application under consideration.

13. Empanelment of Agency

- The Applicants whose Applications fulfil the Minimum Eligibility Criteria (refer section 4 under ‘Instructions to the Bidders’), fulfilled the minimum technical score of this RFQ (refer section 12.B.2 under ‘Instructions to the Bidders’) and matching the financial proposal of L1/Empanelled rates as per the RFQ format (refer Section V ‘Financial Proposal’) shall be declared eligible for empanelment with the Authority for the provision of Services under this Project (“Selected Applicant(s)”).
- The Selected Applicant(s) shall be issued a Letter of Award (“LOA”) by the Authority and the Selected Applicant(s) shall within 7 (seven) days of the receipt of the LOA, sign and return the copy of the LOA in acknowledgement thereof. In the event the copy of the LOA duly signed by the Selected Applicant(s) is not received by the stipulated date, the Authority may disqualify such Applicant(s) from the Project and the consequences set out in this RFQ shall follow.
- After acknowledgement of the LOA as aforesaid by the Selected Applicant(s), the Authority shall execute the Empanelment Contract with the Selected Applicant(s), which shall govern the provision of Services and terms thereof, within the specified time frame. The Selected Applicant(s) shall not be entitled to seek any deviations in such Empanelment Contract.

14. Contract Negotiation

- A. Negotiations will be held (if necessary) at the office of SE, Keonjhar (R&B) Division, Keonjhar. The invited Agency will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Representatives conducting negotiations on behalf of the Agency must have written authority to negotiate and conclude a Contract.
- B. Conclusions of Negotiations: Negotiations will conclude with a review of the draft Contract. To complete negotiations the Client and the selected Agency will initial the agreed Contract.

15. Performance Bank Guarantee (PBG)

- A. Within 07 (seven) days of notifying the acceptance of a proposal for award of contract / issue of LoA, the qualified bidder shall have to furnish a PBG as stated in Fact Sheet (*refer section 2, sr.no. 14 in the table under ‘Letter of Invitation and Factsheet’*) within each respective category from a Scheduled / Nationalized Bank situated in Keonjhar in favour of “**Superintending Engineer, Keonjhar (R&B) Division, Keonjhar**”, as per the format at Annexure- II, for a period of **60 days** beyond the entire contract period (i.e. PBG must be valid from the date of effectiveness of the contract to a period of **60 days** beyond the contract period) as its commitment to perform services under the contract.

- B. The PBG must be submitted after issue of LOA but before signing of contract. The successful bidder must renew the bank guarantee on same terms and conditions for the period up to contract including extension period, if any.
- C. PBG would be returned only after successful completion of tasks assigned to the selected Agency, and only after adjusting/recovering any dues recoverable/payable from/by the selected Agency on any account under the contract.
- D. Failure to comply with the requirements shall constitute sufficient grounds for the forfeiture of the PBG. The PBG shall be released immediately after two months of expiry of contract provided there is no breach of contract on the part of the qualified bidder. No interest shall be paid on the PBG.
- E. The format for the PBG is provided in Annexure II.

16. Conflict of Interest

Conflict of interest exists in the event of:

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

17. Disclosure

- A. Bidders have an obligation to disclose any actual or potential conflict of interest. Failure to do so may lead to disqualification of the bidder or termination of its contract.
- B. Bidders must disclose if they are or have been the subject of any proceedings (such as blacklisting) or other arrangements relating to bankruptcy, insolvency, or the financial standing of the Bidder, including but not limited to appointment of any officer such as a receiver in relation to the Bidder's personal or business matters or an arrangement with creditors, or of any other similar proceedings.
- C. Bidders must disclose if they have been convicted of, or are the subject of any proceedings relating to:
 - 1. A criminal offence / economic offense or other serious offence punishable under the law of the land, or where they have been found by any regulator or professional body to have committed professional misconduct.
 - 2. Corruption including the offer or receipt of an inducement of any kind in relation to obtaining any contract.
 - 3. Failure to fulfil any obligations in any jurisdiction relating to the payment of taxes (GST/Income Tax/Etc.) or social security contributions.

18. Anti-corruption Measure

- A. Any effort by Bidder(s) to influence the Client in the evaluation and ranking of financial proposals, and recommendation for award of contract, will result in the rejection of the proposal.

- B. A recommendation for award of Contract shall be rejected if it is determined that the recommended bidder has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question. In such cases, the Client shall blacklist the bidder either indefinitely or for a stated period, disqualifying it from participating in any related bidding process for the said period.

19. Language of Proposals

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

20. Cost of Bidding

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

21. Legal Jurisdiction

All legal disputes are subject to the jurisdiction of District Civil Court of Keonjhar only.

22. Governing Law and Penalty Clause

The schedule given for delivery is to be strictly adhered to in view of the strict time schedule. Any unjustified and unacceptable delay in delivery shall render the bidder liable for liquidated damages and thereafter the Client holds the option for cancellation of the contract for pending activities and complete the same from any other agency. The Client may deduct such sum from any money from their hands due or become due to bidder. The payment or deduction of such sums shall not relieve the bidder from his obligations and liabilities under the contract. The rights and obligations of the Client and the bidder under this contract will be governed by the prevailing laws of Government of India / Government of Odisha. Failure on bidder's part to furnish the deliverables as per the agreed timeline will enforce a penalty @ **1% per week subject to maximum of 10% of the total contract value**. The amount will be deducted from the subsequent payment. The decision of the authority placing the contract, whether the delay in development has taken place on account of reasons attributed to the bidder shall be final.

23. Confidentiality

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

personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the contract with suitable corrigendum/notice.

24. Amendment of the RFQ Document

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

25. Client's right to accept any proposal, and to reject any or all proposal/s

The Client reserves the right to accept or reject any proposal, and to annul or amend the bidding / selection / evaluation process and reject any / all proposal(s) at any time prior to award of contract, without assigning any reason there of and thereby not incurring any liability to the bidders.

26. Copyright, Patents and Other Proprietary Rights

SE, Keonjhar (R&B) Division, Government of Odisha shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights, and trademarks, about Documents and other materials which bear a direct relation to or are prepared or collected in consequence or during the execution of this contract. At the Client's request, the Bidder/Agency shall take all necessary steps to submit the required documents to the Client in compliance with the requirements of the contract.

27. Force Majeure

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

28. Settlement of Disputes

The Client and the Agency shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or arising from or in connection with the Contract within Thirty (30) days from the commencement of such informal negotiation. All dispute resolution proceedings shall be held at Keonjhar, Odisha, and the language of such proceedings and that of all documents and communications between the parties shall be in

English. District Magistrate and Collector, Keonjhar, Govt of Odisha shall be the final authority to resolve the dispute arising between the Client and the Agency.

29. Disqualification of Proposal

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

- A. Proposal submitted without Bid Processing Fee as applicable.
- B. Proposal not submitted in accordance with the procedure and formats as prescribed in the RFQ.
- C. During validity of the proposal, or its extended period, if any, the bidder increases the quoted prices.
- D. Proposal is received in incomplete form.
- E. Proposal is received after due date and time for submission of bid.
- F. Proposal is not accompanied by all the requisite documents / information.
- G. Bids with any conditional technical and financial offer.
- H. If the bidder provides any assumptions in the financial proposal or with its own conditions, such proposals will be rejected even if the financial value of such proposals is the lowest / best value.
- I. Proposal is not properly sealed or signed.
- J. Proposal is not conforming to the requirement of the scope of the work of the assignment.
- K. Bidder tries to influence the proposal evaluation process by unlawful/corrupt/fraudulent means at one or any point of time during the bid process.
- L. If, any of the bid documents, excluding the financial bid, submitted by the bidder is found to contain any information on price, pricing policy, pricing mechanism or any information indicative of the commercial aspects of the bidders or any person acting on its behalf indulges in corrupt and fraudulent practices.
- M. Any other condition / situation which holds the paramount interest of the Client during the overall section process.

Section III: Terms of Reference

1. Background

Keonjhar is one of the leading producer districts of Iron Ore in India. Being part of the Keonjhar-Bonai Iron ore belt, the iron ore deposits in the district rank amongst the highest quality reserves and one of largest reserves in the world. Many other minerals such as Manganese, Chromite, Bauxite etc are also extracted in Keonjhar on a significant scale. Owing to this mineral wealth there are abundant ongoing mining activities and livelihood opportunities in the district. Mining based Industries and auxiliary service sectors constitute large part of the livelihood of the population residing in mining areas of the district. Apart from mining there are vibrant traditional livelihood activities through Agricultural Farm produces, Forest products (Timber and Non timber) and a rich cultural heritage holding an important place in the state. Keonjhar is connected to major nodes such as Kolkata, Rourkela, Jamshedpur, Kharagpur, Ranchi, Sambalpur, Jajpur, Angul, Paradip etc. through 5 National Highways and major Railway Line passing through the district. A brief District profile is presented below for reference.

Sl. No	District Profile	
1	Geographical Area (in Sq. Kms.)	8303
2	Forest Area (Sq. Kms.)	3117
3	Population (Census 2011, in Lakhs)	18.02
4	Sub-Divisions/ Tahsils/ Blocks (in Nos.)	3/ 13/ 13
5	GPs/ Villages (in Nos.)	297/ 2123
6	Mining Affected Blocks/ GPs/ Villages (in Nos.)	07/ 92/ 491
7	Urban Local Bodies (in Nos.)	05
8	National Highways (in Kms.)	330
9	State Highways, Major District Roads, Other Roads (in Kms.)	Apprx. 1000
10	Municipal/ULB Roads (in Kms.)	612

2. Context

The State of Odisha is undergoing a phase of major transformation in various sectors of development through transformation in governance, development models and infrastructure by adopting new technology and timely delivery. Keonjhar district has embarked on this State-wide initiative for transformation by planning to develop a network of infrastructure assets across the district covering the remotest places, including transformed Education Facilities, Health facilities, Livelihood and Skill Development Facilities, Women & Child Development, Connectivity and Accessibility etc. These facilities will help in raising standards of living and transforming lives in the Mining affected areas.

Mining affected areas of the district which include around 491 villages (out of 2132 villages) are adversely affected by mining traffic congesting the major roads and overburdening the connectivity routes. Most mining areas are along remote forested areas and accessibility to standard/essential amenities & facilities for people residing at these remote locations becomes difficult. Therefore, the initiative of creating decentralised infrastructure facilities accessible to the remotest of the habitations in the districts is an imperative outcome. However, implementation of this initiative remains a major challenge for the Line/Executing departments which are limited in their pre adjudged manpower and budgetary

provisions. Overstretching their capacities, the departments are trying to keep the projects on track, but the quality and timely delivery of the objectives remains impaired.

The Keonjhar District Administration through various executing departments (R&B/RWD/PAITDA/MI/BDO/etc.) has undertaken various developmental works/projects across the district. These projects are taken up under District Mineral Foundation (DMF), Keonjhar funds and other Government schemes. Further, the upcoming/planned projects are mentioned under 'project coverage' below. DMF has already sanctioned around ₹6400 Cr out of its accrued fund of ₹8800+ for development projects in the district with special focus on Mining affected Areas. This increased scope of works creates a need for the line department to seek consultancy services of Design and Supervision from competent and qualified agencies which not only would support the departments but also improve the work processes and execution quality in the district.

3. Approach

Agencies providing services of Architecture, Design Consultancy, Project Management, Construction Supervision etc. are to be onboarded as design/technical/construction supervision agency. The objectives and functions of the agencies shall include but not limited to:

1. Assist the department in Pre-project activities, Feasibility study and Assessment and preparation of Detailed Project Report (DPR).
2. Assist the Department in getting required statutory approvals and compliance following established standards and norms.
3. Assist the Department in procurement of works through Bid Process Management.
4. Provide Project Management Consultancy through preparing Implementation plan, Mobilisation Plan, Safety & Security Schedules, etc.
5. Provide Construction Supervision Services with preparation and implementation of Quality Management Plan.
6. Ensure timely completion of major milestones and commissioning as well as handover of the projects.
7. Preparation of specific reports for the above-mentioned works using CPM and PERT techniques as per requirement of Line departments.

Onboarding of the Agency shall be done in a two-step process. A Request for Qualification (RFQ) shall be floated to invite bids from the eligible and qualified agencies for empanelment. For empanelment, potential development projects are categorised for different value of the works. Qualifying Eligibility of the agencies is drafted in accordance with the category of works and the value of works for the respective category. Interested Agencies after qualifying the criteria specified will be quoting consultancy/contract fees as percentage of the value of works for each category. The lowest quote shall be designated as empanelment rate for the category by the selection committee as specified further in this document. The eligible applicants shall be asked to match the empanelment rate to be eligible further as selected candidates for empanelment.

After the empanelment, the line departments shall invite technical proposals from the empanelled agencies followed by a presentation for qualitative assessment. Detailed scope of services and terms of reference shall be provided by the concerned department for each project. Upon the decision of the selection committee based on the technical proposal and qualitative assessment, projects will be awarded to the suitable agency. The agency thus onboarded shall perform the functions as prescribed by the department and per the scope of services assigned. Onboarding of the agency can be taken up at any stage of the project as the department might feel the requirement for as per the need of the project and

payment to the agency shall follow the payment schedule briefed further in this document (*refer section 7 under 'Terms of Reference'*).

4. Scope of Services

1. The Scope of Agencies under this program is broadly divided into 2 components, (i) Planning & Design Stage and (ii) Execution/Construction Supervision stage.
2. The Agencies shall support the Line department in Planning & Design management and project management of the projects defined under different heads, (a) Infrastructure- Buildings, (b) Infrastructure – Roads & Bridges, (c) Infrastructure – Water Resources. The services include support/assistance in Designing, Developing, Managing, and Implementing the projects taken up by the Department.

A. Infrastructure (Buildings)

1. Infrastructure- Buildings includes all development works involving Building Construction and Site Developments. This shall include upgradation of existing buildings as well as development/construction of new buildings.
2. For designing and executing all the projects, the agency has to follow all the applicable guidelines/standards/norms for the specific project type and further provide recommendation for gap assessments in case of brownfield projects and guidelines compliant design in case of greenfield projects.

Planning & Design Stage			
Sl No.	Services	Activities	Deliverables
1.	Study and Assessment	Site Study, Survey- Contour, topographic, soil investigation, Geotechnical & Geodesic and other survey as required for new site.	Situation and Gap Assessment Report as per project requirements
2.		Assessment of existing building or structure, Structural Fitness study, Impact Study.	
3.		User Surveys, Stakeholder Consultations*.	
4.		Gap Assessment for Existing Buildings in compliance with all applicable Medical/Health Facility Guidelines, Educational Facility Guidelines, National Building Code, IS Codes, any other applicable notified statutory plan/bylaws/document.	
5.	Concept Development	Concept Development with Elevations, Sections, Site Zoning etc.	Feasibility Analysis Report and Concept Plan with Block/Rough Cost Estimate
6.		Feasibility Study with Alternative Analysis and Design Options.	
7.		2d and 3d renders, Animated presentations, and walkthroughs*.	
8.		Block Cost Estimates.	
9.	DPR	Detailed Report including Situation Assessment, Feasibility Analysis and Project Report.	DPR having Detailed Drawings and BoQs/ Estimates
10.		Detailed architectural drawings with Plans, Elevations, Sections & various standard details and coordinated services.	

11.		Detailed Design and Drawings (including Structural Design, HVAC, Electrical, ICT, Plumbing, MGPS, Firefighting etc for Buildings).	
12.		Interior Designs, Furniture Schedule, and Lighting design/ Electrical Layouts.	
13.		Detailed Cost Estimates	
14.		Proposal for Green Building accreditation **.	
15.		Compliance report for all applicable Medical/Health Facility Guidelines, Educational Facility Guidelines, National Building Code, IS Codes, OPWD Code, any other applicable notified statutory plan/bylaws/document.	Relevant Compliance reports
16.	Approval	Documentation Support for Technical Sanction and Administrative Approvals.	As Required
17.		Assistance in Land Acquisition Process / Clearance of forest diversion proposals / Utility shifting, coordination of Stakeholder Consultations and Consent Meetings, and Documentation support. ***	
18.	Bid Process	Detailed BoQ w.r.t to specifications and schedules.	As Required
19.		Preparation of Bid Document and NIT Approval.	
20.		Assistance in Technical Evaluation of Tender proposals.	

* Project Specific requirement may be prescribed later to the agency by the department as might be deemed necessary.

**Green Building Accreditation shall be sought by the Department and in case accreditation is not sought, Green Building technology to be invariably adopted by the agency in the designs.

*** For identification of suitable land as a site, the agency may assist the department in coordination and follow up with concerned department on case-to-case basis.

Execution Stage		
Sl No.	Services	Activities
1.	Project Management	Preparation of Detailed Construction Schedule with appropriate and coordinated Milestones (CPM and PERT techniques to be used as per requirement of line departments).
2.		Preparation and Issue of GFC Drawings as applicable.
3.		Verification of Fabrication Drawings, Bar-bending Schedules and other architectural/Structural Details.
4.		Verification of Lab Reports of Design Mix / Job Mix, Strength of Materials etc.
5.		Application for all necessary Approvals.
6.		Drawing up and putting in place at the respective sites, a Quality Assurance Plan Safety Assurance Plan.

7.		Publish Weekly/Fortnightly/Monthly Progress Reports or as may be prescribed for a project.
8.		Labour Requirement and Engagement Report from time to time as prescribed.
9.		Support Documentation and Reports for Audits and Third-Party Assessment as and when required.
10.		To respond to queries raised by concerned agencies.
11.		Final Inspection, Supervision of Testing and Commissioning of various system installations.
12.	Site Supervision	Supervision of work to ensure all safety measures during execution of work, proper quality, workmanship, and timely completion of the work. Maintaining all quality control documents.
13.		Site visits for Critical Milestones and inspection.
14.		Coordinate Site Meetings and Visits for all the concerned agencies/stakeholders.
15.		Inspection for maintenance of all required registers at the site.
16.		Ensuring technical specification as mentioned in the RFP/Tender.
17.	Billing	Assistance in Maintenance and updation of measurement books on behalf of the department.
18.		Preparation of Bill of Quantities for each site.
19.		Assistance in Preparation of Timely Bills on behalf of the Construction Agency.
20.		Assist the Department and Construction Agency in Clearance of the bills.
21.	Completion and Handover	Assistance in preparation of Completion Certificate and Final Handover Process.

B. Infra (Roads & Bridges)

1. Infrastructure – Roads & Bridges includes establishing the technical, economical, and financial viability of all the project and pre-construction activity and also construction supervision to ensure quality work for new infrastructure and upgradation of the existing infrastructure.
2. Based on the nature of work, the guidelines and best practice in that specific sector, the agency shall adopt new practices and technologies and further recommend the department in adopting the same.

Planning & Design Stage			
SL No.	Services	Activities	Deliverables
1.	Project Preparation	Project Planning, pre-feasibility analysis, Mobilisation Plan & Work Plan.	Inception Report

2.		Site Study, Survey- Contour, topographic, soil investigation, Geotechnical & Geodesic and other survey as required for new site, Plan Profile, Longitudinal Section (LS) and Cross Section (CS) study.	Situation Assessment
3.		Plan Profile LS & CS study, Existing Infrastructure and Utility Assessment, Study of Network Plans and other Prospective Development Documents.	Compliance Report
4.		Required Traffic Studies including Volume Counts and Movement Counts, Origin Destination Surveys etc.	Traffic Volume Analysis
5.		Watershed Analysis and Storm Water Drain Catchment study.	Applicable map and analysis
6.		User Surveys, Stakeholder Consultations*.	Stakeholder Consultation Report
7.		Feasibility Study with Alternative Analysis and Design Options for Flexible and Rigid Pavements, Subbase, Drainage Designs etc.	Feasibility Analysis Report or As Required
8.		Alignment Plan and Land Schedule Plan with Road Geometrics, Digitisation and Geo Referencing of Cadastral Maps etc.	
9.		Environment Action Plan/ Environmental Impact Assessment**.	
10.	DPR	Detailed Project Report including Situation Assessment, Feasibility Analysis and Project Report.	DPR having Detailed Drawings and BoQs/ Estimates
11.		Sub-base Flexible and Rigid Pavement Design, Utility Plan etc.	
12.		Detailed Drawings, Designs of all structures and Estimates.	
13.	Approval	Documentation Support for Technical Sanction and Administrative Approvals.	As Required
14.		Documentation and design support for General Arrangement Drawings (GAD) and General Alignment for Bridge Projects, Bar Bending Schedules.	
15.		Assistance in obtaining Structural Design Approval and certification.	
16.		Assistance in Land Acquisition Process / Forest diversion proposal / Utility Shifting, coordination of Stakeholder Consultations and Consent Meetings, and Documentation support.	
17.	Bid Process	Detailed BoQ w.r.t to specifications and schedules.	As Required
18.		Bid Document and NIT Approval.	
19.		Assistance in Technical Evaluation of Tender proposals.	

* Project Specific requirement may be prescribed later to the agency by the Department as might be deemed necessary.

** Environment Action Plan shall include Tree Felling and Compensatory Plantation Plan, Forest Clearance Plan or as prescribed in the tender documents.

Execution Stage		
Sl No.	Services	Activities
1.	Project Management	Preparation of Detailed Construction Schedule with appropriate and coordinated Milestones (CPM and PERT techniques to be used as per requirement of line departments).
2.		Issue of GFC Drawings, Road Sections, Plan Profile, LS & CS.
3.		Verification of Fabrication Drawings, Bar-bending Schedules and other Structural Details.
4.		Verification of Lab Reports of Design Mix / Job Mix, Strength of Materials etc.
5.		Application for all necessary Approvals.
6.		Drawing up and putting in place, a Quality Assurance Plan and Safety Assurance Plan.
7.		Publish Weekly/Fortnightly/Monthly Progress Reports or as may be prescribed for a project.
8.		Labour Requirement and Engagement Report from time to time as prescribed.
9.		Support Documentation and Reports for Audits and Third-Party Assessment as and when required.
10.		To respond to queries raised by concerned agencies.
11.		Final Inspection, Supervision of Testing and Commissioning of various system installations.
12.	Site Supervision	Supervision of work to ensure all safety measures during execution of work, proper quality, workmanship, and timely completion of the work. Maintaining all quality control documents.
13.		Site visits for Critical Milestones and inspection.
14.		Coordinate Site Meetings and Visits for all the concerned agencies.
15.		Inspection for maintenance of all required registers at the site.
16.		Ensuring technical specification as mentioned in the RFP.
17.	Billing	Assistance in Maintenance and updation of measurement books on behalf of the department.
18.		Preparation of Bill of Quantities for each site.
19.		Assistance in Preparation of Timely Bills on behalf of the Construction Agency.
20.		Assist the Department and Construction Agency in Clearance of the bills.
21.	Completion and Handover	Assistance in preparation of Completion Certificate and Final Handover Process.

C. Infra (Water Resources & Water Bodies)

1. Infrastructure – Water resources and Water bodies includes establishing the technical, hydrological, ecological, economical, and financial viability of all the project and pre-construction activity and construction supervision to ensure quality work for new infrastructure and upgradation of the existing Water resources and Water bodies.

2. Based on the nature of work, the guidelines and best practice in that specific sector, the agency shall adopt new practices and technologies and further recommend the department in adopting the same.
3. Water resources and Water Bodies hold an important place in the natural ecosystem, the agencies shall perform all the Ecofriendly and Environment assessment as might be required and prescribed for the project. The agencies shall also recommend relevant studies, assessment, and simulations for adopting advance technical procedures and systems.

Planning & Design Stage			
SL No.	Services	Activities	Deliverables
1.	Project Preparation	Project Planning, pre-feasibility analysis, Mobilisation Plan & Work Plan.	Inception Report
2.		Site Study, Survey- Contour, topographic, soil investigation, Geotechnical & Geodesic and other survey as required for New Site, Plan Profile, LS & CS study. Planning and design of Hydraulic with Water Retaining Structures.	Situation Assessment
3.		Plan Profile, LS & CS study, Existing Infrastructure and Utility Assessment and other Prospective Development Documents.	Compliance Report
4.		Watershed Analysis and Water Drainage Catchment study.	As Required
5.		Groundwater Study and Assessment with study of aquifer systems.	As Required
6.		User Surveys, Stakeholder Consultations*.	Stakeholder Consultation Report
7.		Feasibility Study with Alternative Analysis and Design Options, Drainage Designs etc.	Feasibility Analysis Report
8.		Environment Impact Assessment.	EIA Document
9.		Irrigation Plan, Rejuvenation / Restoration Plan with alternatives along with Hydrological Sustainability Study.	
10.		Environment Action Plan / Environmental Impact Assessment**.	
11.	Detailed Project Report	Detailed Report including Situation Assessment, Feasibility Analysis and Project Report.	DPR having relevant Plans, Detailed Drawings and BoQs/ Estimates
12.		Hydrological Design and Ecological Plans with Environment Preservation Plan.	
13.		Irrigation Plan, Soil Conservation Plan and Watershed Management Plan.	
14.		Detailed Drawings, Designs and Estimates.	
15.	Approval	Documentation Support for Technical Sanction and Administrative Approvals.	As Required

16.		Assist in seeking approval from competent technical authority.	
17.		Assist in seeking peer review as might be prescribed.	
18.		Assistance in obtaining Hydrological Design Approval and certification.	
19.		Assistance in Land Acquisition Process / Forest diversion proposal / Utility Shifting, coordination of Stakeholder Consultations and Consent Meetings, and Documentation support.	
20.	Bid Process	Detailed BOQ w.r.t to specifications and schedules.	As Required
21.		Bid Document and NIT Approval	
22.		Tender Evaluation Report	

* Project Specific requirement may be prescribed later to the agency by the concerned Department as might be deemed necessary.

**Environment Action Plan shall include Tree Felling and Compensatory Plantation Plan, Forest Clearance Plan or as prescribed in the tender documents.

Execution Stage		
Sl No.	Services	Activities
1.	Project Management	Preparation of Detailed Construction Schedule with appropriate and coordinated Milestones.
2.		Issue of GFC Drawings, Cross Sections, Longitudinal Sections, Gradient Scheme.
3.		Verification of Fabrication Drawings, Bar-bending Schedules and other Structural Details.
4.		Verification of Lab Reports of Design Mix / Job Mix, Strength of Materials etc.
5.		Application for all necessary Approvals.
6.		Drawing up and putting in place, a Quality Assurance Plan and Safety Assurance Plan.
7.		Publish Weekly/Fortnightly/Monthly Progress Reports or as may be prescribed for a project.
8.		Labour Requirement and Engagement Report from time to time as prescribed.
9.		Support Documentation and Reports for Audits and Third-Party Assessment as and when required.
10.		To respond to queries raised by concerned agencies.
11.		Final Inspection, Supervision of Testing and Commissioning of various system installations.
12.	Site Supervision	Supervision of work to ensure all safety measures during execution of work, proper quality, workmanship, and timely completion of the work. Maintaining all quality control documents.

13.		Site visits for Critical Milestones and inspection.
14.		Coordinate Site Meetings and Visits for all the concerned agencies.
15.		Inspection for maintenance of all required registers at the site.
16.		Ensuring technical specification as mentioned in the RFP.
17.	Billing	Assistance in Maintenance and updating of measurement books on behalf of the department.
18.		Preparation of Bill of Quantities for each site.
19.		Assistance in Preparation of Timely Bills on behalf of the Construction Agency.
20.		Assist the Department and Construction Agency in Clearance of the bills.
21.	Completion and Handover	Assistance in preparation of Completion certificate and Final Handover Process.

5. Services of Agencies during construction phase

- The agency shall, on behalf of concerned Executing department, apply for and obtain all the statutory approvals, licenses and permits required to commence the construction works.
- The agency shall prepare and submit working/construction drawings and details for proper execution of work during construction.
- The agency shall ensure that all the construction is done as per the specifications to which the detailed design has been made.
- The agency shall submit monthly report to the Authority/Concerned line department before 7th of every month on status of construction works with respect to the agreed schedule or as may be prescribed in the tender document.
- Monitor the construction obligations being discharged by the executant/contractor/construction agency and keep the concerned Executing department informed about its compliance.
- Keep the concerned Executing department informed about compliance or any variance from the completion schedule and recommend to the Authority steps or amendments (if any) required to the ensure timely completion of the construction of the Project.
- Review and report to the concerned Executing department as to whether the Quality Assurance System (IRC/IS norms, etc.) complies with the requirements of standards stipulated by the Authority and provide to the concerned Executing department details of the non-compliance, as soon as reasonably practicable.
- Inspect completed works on receipt of a notice and advice Authority if the executant/contractor/construction agency has discharged all its obligations and if a completion certificate can be issued by the concerned Executing department.
- Conduct periodic audits of Operations and Maintenance obligations of the Construction Management Agency for compliance with the concerned Executing department's Requirements.
- Review the periodic condition surveys to establish compliance with the performance specifications specified in the concerned Executing department's Requirement.

- Any other obligations required by the concerned Executing department at the time of appointment of the executant/contractor/construction agency.
- Suggest modifications in the executant/contractor/construction agency's work program method statements, material sources etc., including activity scheduling and resource programming.
- The agency shall verify, and if necessary, order correction of the As-Built drawings (if any) supplied by the executant/contractor/construction agency.
- The agency shall ensure a system of Quality Assurance of works; approve materials and sources of materials; review all bituminous mix designs and concrete mix designs proposed by the executant/contractor/construction agency and approve/suggest modifications in the mix design, sampling and testing procedure and Quality Control measures to ensure required standard and consistency in quality.
- The executant/contractor/construction agency shall check the setting up of laboratory (including calibration of equipment) and field tests carried out by the executant/contractor/construction agency and develop a mechanism in consultation with concerned Executing department to carry out adequate number of independent tests other than the regular testing done by Contractor.
- The agency shall make independent measurements, day to day records of material consumption in the format as instructed by concerned Executing department and quality checks towards realization of the executant/contractor/construction agency's milestone and ensure that all necessary documentation is provided in support of the realization of the works completed against the milestone.
- The agency shall monitor and check the day-to-day quality control of the works carried out under the Contract, keep all records as per the directions of the concerned Executing department and verify completion of milestones/ interim work, when the quality of the works is satisfactory and the works have been carried out as the requirements laid in the contract.
- The agency shall direct the executant/contractor/construction agency, on behalf of the concerned Executing department, in all matters concerning construction safety and care of the works (including the erection of the temporary signs at road-works) and, if required, to request the Contractor to provide any necessary lights, guards, fencing and watchmen.
- The agency shall direct the executant/contractor/construction agency, on behalf of the concerned Executing department, to carry out all such works or to do such things as may be necessary in his opinion to avoid or to reduce the risk of any emergency affecting the safety of life or of adjoining property.
- The agency shall direct the executant/contractor/construction agency to take all necessary steps including those mentioned in the construction contract to protect the environment on and off the site which arise due to construction operations.
- The agency shall direct the executant/contractor/construction agency to take all necessary steps to maintain the rate of progress of works as per the approved Programme Schedule of the executant/contractor/construction agency on monthly basis.
- The agency shall verify the Built drawings supplied by the executant/contractor/construction agency.
- The agency shall assist/advise concerned Executing department for advance actions required to be taken for handing over of site and in achieving different milestones for completion of projects as per schedule.

- The agency shall prepare and issue monthly and quarterly progress reports along with detailed quality control test statement in an approved format and also prepare detailed contract completion report or as may be prescribed in the tender document.
- Agency shall assist the concerned Executing department in taking over the works from the executant/contractor/construction agency for each section, in particular by preparing list of punch-points and deficiencies which need to be corrected/completed.
- Agency shall assist the concerned Executing department in co-ordination works with different executing agencies (if any) and support in timely implementation of the project.
- In the event that the executant/contractor/construction agency carries out any remedial works for removal or rectification of any defects or deficiencies, the agency shall require the executant/contractor/construction agency to carry out, or cause to be carried out, tests to determine that such remedial works have brought the Construction Works into conformity with the Specifications and Standards.
- Planning, scheduling and monitoring of the projects using appropriate IT tools and techniques as approved by the concerned Executing department.
- The agency shall support the executant/contractor/construction agency for obtaining the Project Completion certificate from concerned Executing department on successful test run and commissioning of the Project.
- Contract management and support in certification of milestones of the respective part of the Project.

Handholding support to the concerned Executing department during various meetings/interactions with stakeholders as well as support the Executing department in preparation of project specific presentations, project specific proposals, procurement outcomes, budget utilization report, drafting application for various approvals from concerned authorities.

6. Project Coverage

The District Administration has planned to execute the below mentioned projects planned across various sectors.

Planned Project	Sector	No. of Units	Location(s)	Tentative Total Amount (in Cr)
Infra (Buildings: New Construction & Upgradation)				
DMF GP Library cum Community Learning Centre	Education	297	297 GP Libraries in 297 GPs	297
Upgradation of Colleges +2 (Higher Secondary) and +3 (Degree Colleges)	Education	43 and 28 respectively	Spread across 13 Blocks	71
Rural Level Playfield (Khela Padia)	Education	297	297 Rural Level Playfield in 297 GPs	297
Mega Education Complex	Education	4	01 at each quadrant of the district	200
School Transformation Primary/Upper Primary	Education	2376	Divided across 13 Blocks	715
Development of Sport Facilities in Keonjhar	Education		Across the Municipalities	80
Upgradation of Health Projects (Civil)	Health		Across the district	200

DMF GP Multipurpose Community Centre	Health	297	297 Multipurpose Community Centre in 297 GPs	297
2nd Phase of IDRC (Therapeutic Centre and Spokes of IDRC)	Welfare for Old & Disabled		At Keonjhar Municipal Corporation	20
DMF Skill Centre at Bodapalasa	Skill Development	1	At Bodapalasa Village	50
DTET Proposal for ITIs/Polytechnic	Skill Development		Across district	40
Construction of New BALA AWC	Women & Child Development	500	Across district	75
DMF SHG Hub cum Amenity Centre	Livelihood		Across district	10
Development & Promotion of Agro Based Industry at identified locations	Livelihood		Across district	100
Total (A)				2452
Infra (Roads & Bridges)				
Road and RoB Projects under R&B divisions, Keonjhar	Infrastructure	73	Across district (Urban Roads)	762.7
Road and bridge Projects under RWD divisions, Keonjhar	Infrastructure	126	Across district (Rural Roads)	898
Road for Unconnected Habitations	Infrastructure/ Road Connectivity		Across district (Rural Roads)	500
Total (B)				2160
Infra (Water Resource)				
Improvement to MIPs, Check dams and Canal Lining	Water Resource		Across district	207.50
Creation of irrigation potential	Water Resource		Across district	77.37
Watershed Development plan	Water Resource		Across district	42.33
Total (C)				327.21
Total (A+B+C)				5000

- The number of projects shown above is as per the present plan of the District Administration and necessary amendments may be done in due course of time.
- The cost estimates are tentative & indicative in nature and it may/shall be revised as per the requirements. Also, the order of projects as shown is for reference purpose only and the execution priorities shall be decided by the District Administration Keonjhar.

7. Payment Schedule

Payment schedule linked to the specified deliverables is given below:

Milestone No.	Description of Milestones – Progress in Performing the Activities in Terms of Reference	Completion Timeline from Effective Date, (on or before)	Payment as % of Consultancy/Contract Fee
Greenfield/Brownfield Projects			
1	Completion of Studies and Investigation for including all Services, utilities and infrastructure required for the entire Project as per the Terms of Reference	To be decided by Concerned line department for the projects	7%
2	Completion of Concept Development Including All Services, Utilities and Infrastructure Required for the entire Project as per the Terms of Reference		7%
3	Completion of Detailed Design and Cost Estimation (DPR) for Including All Services, Utilities and Infrastructure Required for the Entire Project as per the Terms of Reference		7%
4	Completion of Approval from the Line Departments/Authority for the Detailed Design for Including All Services, Utilities and Infrastructure Required for the Entire Project as per the Terms of Reference		5%
5	After selection and issuance of the LOA to the Construction Agency(s)/Executant(s)/Contractor(s)		30% Minus total fee payment made in Milestone No. 1 through Milestone No.4
6	Monthly Payment in proportion to the monthly works completed by the Construction Agency(s)/ Executant(s)/Contractor(s) (financial progress in value terms).	To be decided by Concerned line department for the projects	60%
7	Balance payment will be released 3 months after the handover and follow up of performance monitoring of the Implementing agency and corrective measures on need basis.		100% minus total payment made in Milestone No. 1 through Milestone No.6

[The calculation of Contract Fee shall be based on Estimated Project Cost which will be decided by the Authority or concerned Executing department. Any shortfall/excess amount shall be reconciled once Actual Project Cost is finalised.]

8. Manpower Requirement

i) During Planning and Design Stage

Sl. No.	Professional	Educational Qualification	Experience
1.	Project Manager	Degree in BE/B. Tech Civil with ME/MS/M Tech, PGDM/MBA or Similar	10+ Years
2.	Senior Architect	Degree in B. Arch from COA recognised College. M. Arch/ M Plan/ MURP/ M. Des (UD) or Similar	7+ Years
3.	Senior Civil Engineer	Degree in BE/B. Tech Civil. ME/MS/M. Tech in Construction Technology or Similar	7+ Years
4.	Structural Engineer	Degree in BE/B. Tech Civil with ME/MS/M. Tech in Structures or Similar	5+ Years
5.	Transport Engineer	Degree in BE/B. Tech Civil with ME/MS/M. Tech/M. Plan in Traffic and Transportation or Similar	5+ Years
6.	Estimate & BOQ Specialist	Degree in BE/B. Tech Civil with ME/MS/M. Tech Civil Construction	5+ Years
7.	Junior Engineer	Degree in BE/B. Tech Civil	3+ Years
8.	Survey & Data Entry Operator	Diploma in Civil Engineering	3+ Years

ii) During Execution Stage

Sl. No.	Professional	Educational Qualification	Experience
1.	Construction Manager	Degree in BE/B. Tech Civil with ME/MS/M. Tech, PGDM/MBA in Construction Management or Similar	10+ Years
2.	Assistant Construction Manager	Degree in BE/B. Tech Civil with ME/MS/M. Tech, PGDM/MBA in Construction Management or Similar	7+ Years
3.	Site Engineer	Degree in BE/B. Tech Civil with ME/MS/M. Tech Civil Construction or Similar	5+ Years
4.	Planning and Billing Engineer	Degree in BE/B. Tech Civil or Similar	5+ Years
5.	Quality Control Expert	Degree in BE/B. Tech Civil with ME/MS/M Tech Civil Construction or Similar	5+ Years after Qualification and specific experience in Quality Assurance & Control
6.	Junior Engineer	Degree in BE/B. Tech Civil or Similar	3+ Years after Qualification
7.	Data Entry Operator	Diploma in Civil Engineering or Similar	2+ Years after Qualification.

[The above shown manpower in both the stages is indicative only and the detailed specific requirement shall be laid out by the Authority on project-to-project basis. The agency shall assess its scope in the respective stages and deploy manpower as per the requirement of the Authority.]

9. Empanelment Duration

- Initially the duration of the Empanelment will be for Three (3) Years i.e., Thirty-Six Months (36 Months) from the date of signing of agreement and may be extended for a further period of every Two (2) years i.e., every Twenty-Four Months (24 Months) subject to satisfactory performance.
- Commencement: The selected agency shall commence the work with immediate effect from the date of signing of the agreement.

3. Validity: Unless terminated earlier, the agreement shall be valid up to 36 months from the date of execution of agreement and automatically expire after completion of the agreement period.

10. Responsibilities of SE, Keonjhar (R&B) Division

SE, Keonjhar (R&B) Division will be the **Nodal department** having following responsibilities:

1. Selection of Agency for project implementation through this RFQ and formulate the necessary committees for the same.
2. Signing of Empanelment Contract with the selected Agency, overview of the implementation and adherence to the project objectives.
3. Approve the Detailed Project Execution Plan (DPEP) formulated by the selected Agency and suggest changes, if any.
4. Inform the Agency, Executive Committee, and District Collector cum Managing Trustee DMF Keonjhar for non-compliance or poor performance of the Agency.
5. Verify and forward bills that are submitted by the selected Agency to DMF for release of funds for payment to the Agency in a timely manner.
6. Attend quarterly and yearly review meetings with District Collector cum Managing Trustee DMF Keonjhar for overall assessment of the performance of the Agency or as may be directed by the District Administration.

[For points 3, 4 and 5 as stated above the concerned Executing/Line department(s) of the District Administration under whom the project will be executed shall have to carry out the tasks as outlined. For point 6 as stated above, the District Administration may ask/call the concerned Executing department to brief on the performance.]

11. Responsibilities of DMF Keonjhar

1. Administratively approve the project proposal as received from SE, Keonjhar (R&B) Division.
2. Participate in quarterly and yearly review meetings conducted by the District Collector and Managing Trustee DMF Keonjhar for performance assessment of the Agency.
3. Take necessary action as per the information received from SE Keonjhar (R&B) Division, during review of the concerned Agency as per instructions of District Collector and Managing Trustee DMF Keonjhar.
4. Scrutiny and release of funds to the SE, Keonjhar (R&B) Division as per actual bills submitted and stipulated norms.
5. Monitor and Evaluate project progress periodically.

For the points as stated above the concerned Executing/Line department(s) of the District Administration under whom the project will be executed shall have to carry out the tasks as outlined.

12. Monitoring and Evaluation

1. Regular review meetings shall be conducted by the office of the SE, Keonjhar (R&B) Division and concerned line departments, to monitor the implementation of the project. The selected Agency shall submit the progress report on weekly / fortnightly / monthly basis in the desired format as per given schedule to the office of the SE, Keonjhar (R&B) Division. This monthly progress report shall be verified and submitted by the SE, Keonjhar (R&B) Division to the office of DMF Keonjhar on a regular basis.

2. Yearly review (atleast one per year) shall be conducted by a team nominated by the District Collector cum Managing Trustee, DMF along with SE, Keonjhar (R&B) Division to assess the services provided and the compliance of the selected Agency to the specified Scope of Work.
3. SE, Keonjhar (R&B) Division shall undertake an 'Inspection' for evaluation of the projects and submit the report to District Collector and Managing Trustee DMF Keonjhar. The Inspection shall be carried out after the end of each year (after project initiation) and shall take feedback from agency.

[For the points as stated above the concerned Executing/Line department(s) of the District Administration under whom the project will be executed shall have to carry out the tasks as outlined.]

Section IV: Technical Proposal Submission Forms

Tech - 1 Covering Letter

(On Bidder's Letter Head)

[Location, Date]

To,

SE (R&B) Division, Keonjhar

P.O. Keonjhar District, Pin-758001

Subject: Empanelment of Architecture/Design/Consultancy/Supervision Agencies for various works in Keonjhar District

Dear Sir,

1. With reference to your RFQ document dated **/**/2022, We, having examined the Application Documents and understood their contents, hereby submit our Application for the Project. The Application is unconditional and unqualified.

2. We acknowledge that the Authority will be relying on the information provided in the Application and the documents accompanying such Application for Selection of the Selected Applicant(s) for the aforesaid Project, and we certify that all information provided in the Application and in Appendix I are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Application are true copies of their respective originals.

3. This statement is made for the express purpose of our selection as the Architecture/Design/Consultancy/Supervision agency for undertaking the Project.

4. We shall make available to the Authority any additional information it may find necessary or required to supplement or authenticate the Application.

5. We acknowledge the right of the Authority to reject our Application without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.

6. We certify that in the last 5 (five) years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.

7. We declare that

- a) We have examined and have no reservations to the Application Documents, including any Addendum issued by the Authority;
- b) We do not have any Conflict of Interest;
- c) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public-sector enterprise or any Authority, Central or State; and
- d) We hereby certify that we have taken steps to ensure that in conformity of the RFQ, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

8. We understand that you may cancel the Application Process at any time and that you are neither bound to accept any Application that you may receive nor to select any Applicants for selection for the Project, without incurring any liability to the Applicants, in accordance with the provisions of this RFQ.

9. We believe that we meet all the requirements related to Technical Capacity and Financial Capacity as specified in this RFQ.

10. We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted nor have had adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.

11. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the government/Authority or convicted by a Court of Law for any offence committed by us.

12. We further certify that no investigation by a regulatory authority is pending either against us or against our CEO or any of our Directors.

13. We undertake that in case of any change in facts or circumstances during the Application Process, we are attracted by the provisions of disqualification in terms of the RFQ and we shall intimate the Authority of the same immediately.

14. We undertake that the Power of Attorney in favour of the authorized signatory for signing of Application, as per the format provided at Appendix III and/or III A of the RFQ, is also enclosed.

15. We are a [insert nature of entity being a company/ partnership firm etc.] incorporated/ registered under [insert name of law], as of the Application Due Date.

16. We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Applicant, or in connection with the Application Process itself, in respect of the Project and the terms and implementation thereof.

17. In the event of our being declared as the Selected Applicant(s), we agree to provide the Services in accordance with the terms and conditions provided in the Empanelment Contract issued by the Authority. We agree not to seek any changes in the aforementioned Empanelment Contract and agree to abide by the same.

18. We have studied all the Application Documents carefully. We understand that except to the extent as expressly set forth in the Empanelment Contract for provision of Services to be issued by the Authority, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of it.

19. We have enclosed proof of payment of the Document Fee in accordance with the RFQ and in the form of original DD.

20. We agree and understand that the Application is subject to the provisions of the Application Documents. In no case, we shall have any claim or right of whatsoever nature if the Project is not awarded to me/us or our Application is not opened.

21. We agree and undertake to abide by all the terms and conditions of the RFQ.

In witness thereof, we submit this Application under and in accordance with the terms of the RFQ.

Yours faithfully,

Date: (Signature of the Authorised signatory)

Place: (Name and designation of the of the Authorised signatory) Name and seal of Applicant

Tech 2: Bidder's Organization (General Details)

S. No.	Description	Full Details
1	Name of the Bidder	
2	Address for communication: Tel: Email id:	
3	Name of the authorized person signing & submitting the bid on behalf of the Bidder: Mobile No.:Email id:	
4	Registration / Incorporation Details Registration No:Date & Year. :	
5	Local office in Odisha If Yes, please furnish contact details	Yes / No
6	Bid Processing Fee Details Amount: DD No.: Date: Name of the Bank:	
7	PAN Number	
8	Goods and Services Tax IdentificationNumber (GSTIN)	
9	Willing to carry out assignments as perthe scope of work of the RFQ	YES
10	Willing to accept all the terms andconditions as specified in the RFQ	YES

Authorized Signatory with :
Date and Seal

Name : _____
Designation : _____
Address of Bidder : _____
Contact Number of Bidder : _____
Email id of Bidder : _____

Bidders should submit the required supporting documents as mentioned above. Non- submission of required documents as listed above will lead to rejection of the bid.

Tech 3: Bidders Financial Details

Annual Average Turnover Statement

(To be furnished on the letter head of the Chartered Accountant)

The Annual Turnover of M/s _____ for the last 5 FYS are given below and certified that the statement is true and correct.

Details	Financial Information (In INR)					Average
	FY 2017 - 18*	FY 2018 - 19*	FY 2019 - 20*	FY 2020 - 21*	FY 2021 - 22*	
Consulting Turnover – Professional Fees** (in Crores)						
	<i>Page no. in the bid proposal</i>	<i>Page no. in the bid proposal</i>	<i>Page no. in the bid proposal</i>	<i>Page no. in the bid proposal</i>	<i>Page no. in the bid proposal</i>	

*** Provisional audited statement shall not be considered.**

** Consulting Turnover – Professional Fees is the fee been charged by agency for Design/Engineering Consultancy Charges.

Supporting Documents:

Audited certified financial statements for the last five FYs (Submission of copies of Profit & Loss Statement and Balance Sheet for the respective financial years is mandatory along with this form).

Filled in information in this format shall have to be jointly certified and sealed by the CA and the authorized representative of the bidder and to be furnished in original along with the technical proposal failing which the proposal will be out rightly rejected. No scanned copy will be entertained.

Signature and Seal of the Company Auditor / Chartered Accountant with Date in original

Name of Chartered Accountant / Authorized Signatory of Company Auditor

[In full initials with Date and Seal]: _____

Membership No. Chartered Accountant / Authorized Signatory of Company Auditor

Authorized Signatory with : _____
Date and Seal
Name : _____
Designation : _____
Address of Bidder : _____
Contact Number of Bidder : _____
Email id of Bidder : _____

[NB: No Scanned Signature will be entertained]

Bidders should submit the required supporting documents as mentioned above. Non-submission of required documents as listed above will lead to rejection of the bid.

Tech 4: Format for Power of Attorney for Signing of Application

(Notarized on INR 100.00 Non-Judicial Stamp Paper)

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

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

Name of the Authorized :
Representative

(Signature of the Authorized Representative with Date)

CERTIFIED :

Signature of person executing attorney

Name of person :
executing attorney

Designation of person :
executing attorney

Date and Seal

Address of Bidder :

Contact Number of :
Bidder

Email id of Bidder :

Tech 4A: Format for Power of Attorney for Lead Member of Consortium

(To be executed on Stamp paper of appropriate value)

Whereas the [***] (“Authority”) has invited Applications from interested parties for the Selection of Agency for Empanelment of Design/Consultancy/Supervision Agencies for Various Works in Keonjhar District (“the “Project”). Whereas, and (collectively the “Consortium”) being Members of the Consortium are interested in Application for the Project in accordance with the terms and conditions of the Request for Qualification and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s Application for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, having our registered office at, M/s. , having our

registered office at, (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s....., having its registered office at , being one of the Members of the Consortium, as the Lead Member

and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”) and hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the selection process and, in the event the Consortium is awarded the Concession/ Agreement during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its Application for the Project, including but not limited to signing and submission of all applications, Applications and other documents and writings, accept the Letter of Award, participate in Applicants’ and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the Application of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s Application for the Project and/ or upon award thereof till the Agreement is entered into with the Authority.

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

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 20.....

For

(Signature, Name & Title)

For

(Signature, Name & Title)

Witnesses:

- 1.
- 2.

(Executants)

(To be executed by all the Members of the Consortium)

Notes:

- *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 executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued.*
- *However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate issued by the designated competent authority and has been notarized by the public notary.*

Tech 5: Bidders Past Experience Details

1. Name of the Organization: *As mentioned in the Registration Certificate. Also attach the certification copy (along with page number in the proposal).*
2. Ownership details:
3. Date and Place of Registration/Establishment:
4. Address of Head Office:
5. Correspondence Address (if different from above):
6. Telephone Number and Email id:
7. Name, contact number and email id of Authorized person for this project:
8. Name, contact number and email id of the Chief Officer/Head of the Organization:
9. Work Experience:

S. No.	Name and Type of Eligible Assignment i.e. Eligible Assignments-Similar Facilities / Eligible Construction Supervision Assignments	Name of Client	Cost of Assignment/Total Project Cost (in Rs. Crore)
1			
2			
3			
4			

Note: The Applicant may attach separate sheets to provide brief particulars of other relevant experience of the Applicant.

Note: For each of the Eligible Assignments being stated by the Applicant, the Applicant shall in support submit client certificate/work order/letter of award/copy of agreement/ statutory auditor's certificate/chartered accountant certificate for such assignment stating clearly the project cost of such assignment and completion details.

10. Any award/recognition for execution of similar projects: *Attach copy and mention page number in proposal.*

11. Details of Tender Fees DD: *Attach copy and mention details here*

Note 1: Information provided in this form shall sufficiently support/justify the criteria of the Technical Qualification Form.

Note 2: All the claims shall be substantiated through production of supporting documents. All supporting documents shall have the period of execution, along with details of the project components clearly highlighted.

Authorized Signatory with :
Date and Seal

Name : _____

Designation : _____

Address of Bidder : _____

Contact Number of Bidder : _____

Email id of Bidder : _____

Eligible Assignments of Consultant/Service providers:

1.	Name of Applicant:	
2.	Name and Type of Eligible Assignment i.e., Eligible Assignments-Similar Facilities/ Eligible Construction Supervision Assignments, as the case may be.	
3.	Assignment being submitted for – Category name (i.e., 1 or 2)	
4.	Other particulars of the Eligible Assignment	
5.	Description of services performed by the Applicant Firm:	
6.	Name of client and Address: (indicate whether public or private)	
7.	Name and telephone no. of client's representative:	
8.	Estimated capital cost of the Project (in Rs. Crore):	
9.	Payment received by the Applicant (in Rs. Crore):	
10.	Start date of the services (month/ year):	
11.	Finish date of the services (month/ year):	
12.	Brief description of the Project:	
It is certified that the aforesaid information is true and correct to the best of my knowledge and belief.		
(Signature and name of authorized signatory)		

Notes:

1. Use separate sheet for each Eligible Assignment.

2. For each Eligible Assignment, the Applicant shall submit a client certificate/work order/agreement copy/letter of award/statutory auditor's certificate/chartered accountant certificate as supporting document to evidence that the Applicant was involved in such an Eligible Assignment and specifying the project cost of such assignment.

Tech 6: Declaration of Conflict of Interest and Activities

Are there any activities carried out by your agency which are of conflicting nature as mentioned in

[Instructions to the Bidder]. If yes, please furnish details of any such activities.

If no, please certify,

On Bidders Letter

I hereby declare that our agency is not indulged in any such activities which can be termed as the conflicting activities as mentioned in **[Instructions to the Bidder]**

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

CERTIFICATE OF NO RELATIONSHIP

I/We hereby certify that I/We* am/are* related / not related(*) to any officer of P.W.D of the rank of Assistant Engineer & above and any officer of the rank of Assistant / Under Secretary and above of the Works Department, Govt. of Odisha. I/We* am/are* aware that, if the facts subsequently proved to be false, my/our* contract will be rescinded with forfeiture of E.M.D and security deposit and I/We* shall be liable to make good the loss or damage resulting from such cancellation.

(*) - Strike out which is not applicable

Authorized Signatory :
with Date and Seal

Name : _____

Designation : _____

Address of Bidder : _____

Contact Number of Bidder : _____

Email id of Bidder : _____

Bidders should submit the required supporting Documents as mentioned above. Non- submission of required Documents as listed above will lead to rejection of the bid.

Tech 7: Joint Application Agreement

(To be executed on Stamp paper of appropriate value)

THIS JOINT APPLICATION AGREEMENT is entered into on this the day of 20...

AMONGST

1. {....., a company/society/trust incorporated/registered under the } and having its registered office at (hereinafter referred to as the “**First Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {....., a company registered under the} and having its registered office at (hereinafter referred to as the “**Second Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above mentioned parties of the **FIRST** and **SECOND PART** are collectively referred to as the “**Parties**” and each is individually referred to as a “**Party**”.

WHEREAS,

(A)..... (hereinafter referred to as “.....” or “**Authority**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited applications (the “**Applications**”) by its Request for Qualification No. dated(the “**RFQ**”) for selection of Applicants for” (the “**Project**”).

(B)The Parties are interested in jointly Application for the Project as members of a Consortium and in accordance with the terms and conditions of the RFQ and other Application Documents in respect of the Project, and

(C)It is a necessary condition under the RFQ that the members of the Consortium shall enter into a Joint Application Agreement and furnish a copy thereof with the Application.

NOW IT IS HEREBY AGREED as follows:

1.Definitions and Interpretations

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFQ.

2.Consortium

2.1The Parties do hereby irrevocably constitute a consortium (the “**Consortium**”) for the purposes of jointly participating in the Application Process for the Project.

2.2The Parties hereby undertake to participate in the Application Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

3.Covenants

The Parties hereby undertake that in the event the Consortium is declared the Selected Applicant and awarded the Project, it shall enter into a Development Agreement with the Authority and perform all its obligations in terms of the Development Agreement for the Project.

4.Role of the Parties

The Parties hereby undertake that Party of the First Part shall be the Lead Member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium throughout the contract period.

The Lead Member M/s _____ would be responsible for the following obligations in the Development Agreement for the Project

-
-
-

The other member M/s _____ would be responsible for the following obligations in the Development Agreement for the Project.

-
-
-

The Parties are together responsible for performing all its obligations in terms of the Development Agreement for the Project.

5.Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFQ and the Development Agreement, till the execution of the Development Agreement.

6.Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

- a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;

b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or authority action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:

i. require any consent or approval not already obtained;

ii. violate any Applicable Law presently in effect and having applicability to it;

iii. violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;

iv. violate any clearance, permit, concession, grant, license or other Governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or

v. create or impose any liens, mortgages, pledges, claims, security interests, charges or encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

d) there is no litigation pending or threatened, to the best of such Party's knowledge, which it or any of its Associate/affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

7.Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the execution of the Development Agreement. However, in case the Consortium is either not declared as a Qualified Applicant by the Authority or does not get selected as the Selected Applicant for the Project, post physical verification, the Agreement will stand terminated upon return of the Application Security by the Authority to the Applicant in terms of the Application Documents.

8.Miscellaneous

8.1 This Joint Application Agreement shall be governed by the laws of India.

8.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

For and on behalf of

LEAD MEMBER by:

(Signature)

(Name)

(Designation)

(Address)

In the presence of:

1.

SIGNED, SEALED AND DELIVERED

For and on behalf of

PARTY OF THE SECOND PART by:

(Signature)

(Name)

(Designation)

(Address)

2.

Notes:

1.The mode of the execution of the Joint Application Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

2.Each Joint Application Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.

Tech 8: Undertaking for Application Assignment

To:

SE (R&B) Division, Keonjhar

P.O. Keonjhar District, Pin-758001

Sub: Undertaking for Application for Empanelment of Architecture/Design/Consultancy Agencies for Various works in Keonjhar District

Dear Sir,

With reference to your RFQ document dated **/**/2022, We, having examined the Application Documents and understood their contents, hereby submit our Application for the Project. The Application is unconditional and unqualified.

i. An Applicant can submit its Application for one or multiple categories. The Applicant has to clearly mention below under which category/categories it intends to apply for.

S.No	Category	Applied For (Yes/No)
1	Category 1 – Value of Works upto INR 30 Crores	
2	Category 2 – Value of Works above than INR 30 Crores and upto INR 100 Crores	

Note:

•The Authority reserves the Right to accept or reject any or all Applications, at any time prior to the award of the contract.

Signature of Authorized Signatory of Applicant

Seal Name:

Designation:

Place:

Date:

Tech 9: Affidavit Format for Not Blacklisting

(Notarized on Rs.100/- Non Judicial Stamp Paper)

Affidavit

I, M/s. _____ (the name of the Organization) having our registered office at _____, <HQ address of the Organisation> hereby certify that all the statements made in the required attachments are true and correct. I confirm that we or any of our promoter(s) / Director(s)/Partner(s) are not barred by Department, Govt. of Odisha / Department of....., Govt. of Odisha / or any other entity of GoI or blacklisted by any State Government or Central Government / Department / Organization in India from participating in Tenders as on the _____ (Date of Signing of this proposal). The undersigned also hereby certifies that neither my / our firm / company / individuals _____ nor any of its constituent partners have abandoned any road/ bridge/Irrigation /Buildings or other project work in India nor any contract awarded to us for such works have been rescinded during the last five years prior to the date of this bid. The undersigned hereby authorise(s) and request(s) any bank, person, firm or Corporation to furnish pertinent information as deemed necessary and as requested by the Department to verify this statement or regarding my (our) competency and general reputation. The undersigned understands and agrees that further qualifying information may be requested and agree to furnish any such information at the request of the Department.

We further confirm that we are not blacklisted in the last five financial years and are aware that, our proposal for the captioned Project would be liable for rejection in case any material misrepresentation is made or discovered at any stage of the Bidding Process or thereafter during the agreement period.

Dated this _____ Day of _____, 2023

Authorized Signatory

with Date and Seal

:

Name

:

Designation

:

Address of Bidder

:

Contact Number of Bidder

:

Email id of Bidder

:

Tech 10: Information Regarding Current Litigation, Debarring Expelling of Tenderer or Abandonment of Work by the Tenderer

1. a) Is the tenderer currently involved in any litigation relating to the works. Yes / No
- b) If yes: give details:
2. Has the tenderer or any of its constituent partners been debarred/expelled by any agency in India during the last 5 years. Yes / No
3. a) Has the tenderer or any of its constituent partners failed to perform on any contract work in India during the last 5 years. Yes / No
- b) If yes, give details:

Note:

If any information in this schedule is found to be incorrect or concealed, qualification application will summarily be rejected.

Authorized Signatory

with Date and Seal :

Name : _____

Designation : _____

Address of Bidder : _____

Contact Number of Bidder : _____

Email id of Bidder : _____

Section V: Financial Proposal

An Applicant can submit its application for one or multiple categories. The Applicant has to clearly mention below under which category/categories it intends to apply for.

S.No.	Title	Category	Applied For (Yes/No)	Contract Fee (in %) (in figures)	Contract Fee (in %) (in words)
1	Contract Fee as per terms and conditions of the RFQ expressed as a percentage (%) of the Actual Value of works	Category 1 – Value of Works upto INR 30 Crores			
2		Category 2 – Value of Works above than INR 30 Crores and upto INR 100 Crores			

Note:

- The Authority reserves the Right to accept or reject any or all Applications, at any time prior to the award of the contract.
- The above Fee is exclusive of GST, but subject to income tax deduction at Source as per applicable laws

Signature of Authorized Signatory of Applicant

Seal Name:

Designation:

Place:

Date:

Section VI: Annexures

Annexure I: Bid Submission Checklist

Sr. No.	Description	Submitted (Yes/No)	Page No.
Technical Proposal			
1	Filled in Bid Submission Check List (ANNEXURE I)		
2	Covering Letter (TECH 1)		
3	Bid Processing Fee of Rs.10,000/- in form of DD		
4	Copy of Certificate of Incorporation / Registration of the Bidder		
5	Copy of PAN		
6	Copy of Goods and Services Tax Identification Number (GSTIN)		
7	Copies of IT Returns for the last 5 FYs (17-19, 18-19, 19-20, 20-21 & 21-22)		
8	General Details of the Bidder (TECH 2)		
9	Financial details of the bidder (TECH 3) along with all the supportive documents such as copies of Profit – Loss Statement and Balance Sheet for the concerned period		
10	Power of Attorney (TECH 4) in favour of the personsigning the bid on behalf of the bidder		
11	List of completed assignments of similar nature (Past Experience Details) (TECH 5) along with the copies of work orders for the respective assignments		
12	Declaration of Conflict of Interest and Activities (TECH 6)		
13	Joint Application Agreement (TECH 7)		
14	Undertaking of Application Assignment (TECH 8)		
15	Affidavit Format for Non-Blacklisting (TECH 9)		
16	Information Regarding Current Litigation, Debarring Expelling of Tenderer or Abandonment of Work by the Tenderer (TECH 10)		
FINANCIAL PROPOSAL (ORIGINAL)			

Undertaking:

- *All the information has been submitted as per the prescribed format and procedure.*
- *Each part has been separately bound with no loose sheets and each page of all the two parts are page numbered along with Index Page.*
- *All pages of the proposal have been sealed and signed by the authorized representative.*

Authorized Signatory

with Date and Seal :

Name :

Designation :

Address of Bidder :

Contact Number of :

Bidder

Email id of Bidder :

Annexure II: Performance Bank Guarantee Format

[Location, Date]

To,
SE (R&B) Division, Keonjhar
P.O. Keonjhar District, Pin-758001

WHEREAS (Name and address of the Consultant) (hereinafter called “the Consultant”) has undertaken, in pursuance of RFQ no..... dated to undertake the service (description of services) (herein after called “the contract”).

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

AND WHEREAS we have agreed to give the supplier such a bank guarantee.

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

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

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

This performance bank guarantee shall be valid until the day of..... (month and year),

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

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

.....
Name and designation of the officer

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

Annexure III: Definitions and Acronyms

Acronyms and Definitions		
1	ADD	: Application Due Date
2	Agency/Agencies	: Bidder/Design/Consultancy/Supervision Agencies
3	Assignment / Job	: The work to be performed by the selected Agency pursuant to the Contract.
4	Audit	: Audit is defined as a systematic, independent, and documented process for obtaining objective evidence and evaluating it objectively to determine the extent to which the audit criteria are fulfilled or put simply; an audit is a means to establish the extent to which performance meets the objectives for that performance.
5	Authority/Client	: Superintending Engineer, Keonjhar (R&B) Division, Keonjhar
6	BOQ	: Bill of Quantities
7	CA	: Chartered Accountant
8	CEC	: Consultant Evaluation Committee
9	CEO	: Chief Executive Officer
10	CoA	: Council of Architecture
11	CPM	: Critical Path Method
12	Day	: Means calendar day
13	DD	: Demand Draft
14	District Administration	: Keonjhar District Administration
15	DMF, Keonjhar	: District Mineral Foundation, Keonjhar
16	DPR	: Detailed Project Report
17	DRDA	: District Rural Development Agency
18	Executing/Line Department(s)	: R&B/RWD/ITDA/MI/BDO/Others
19	FY	: Financial Year
20	GFC	: Good for Construction
21	GP	: Gram Panchayat
22	GST	: Goods and Service Tax
23	HVAC	: Heating, Ventilation and Air Conditioning
24	ICT	: Information & Communication Technology
25	INR	: Indian National Rupees
26	IRC	: Indian Road Congress
27	IS Codes	: Indian Standard Codes
28	IT	: Information Technology

29	ITR	:	Income Tax Returns
30	JV	:	Joint Ventures
31	KPI	:	Key Performance Indicators
32	LOA	:	Letter of Award
33	MGPS	:	Medical Gas Pipeline System
34	MOA	:	Memorandum of Association
35	MOU	:	Memorandum of Understanding
36	NC	:	Non-Compliances
37	NEFT	:	National Electronic Fund Transfer
38	NIT	:	Notice Inviting Tender
39	OPWD	:	Odisha Public Works Department
40	PERT	:	Program Evaluation Review Technique
41	P&L	:	Profit and Loss
42	PBG	:	Performance Bank Guarantee
43	Proposal	:	Pre-Qualification Documents, Technical Proposal and Financial Proposal
44	PSU	:	Public Sector Unit
45	QA	:	Quality Assurance
46	R&B/RWD/ITDA/MI/BDO	:	Roads & Buildings/Rural Works Department/Infrastructure Tribal Development Authority/Minor Irrigation/Block Development Office
47	RFP	:	Request For Proposal
48	RFQ	:	Request For Qualification
49	RTGS	:	Real Time Gross Settlement
50	SE	:	Superintending Engineer
51	SOP	:	Standard Operating Procedures
52	SOR	:	Schedule of Rates
53	TOR	:	Terms of Reference, means the information included in the RFP which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the selected Agency
54	Wrt	:	With respect to

Approved for 71 (Seventy one pages) only

Sd/-

**Superintending Engineer
Keonjhar (R&B) Division, Keonjhar**