

ଜିଲ୍ଲା ଖଣିଜ ପଦାର୍ଥ ପ୍ରତିଷ୍ଠାନ, ସୁନ୍ଦରଗଡ଼.

DISTRICT MINERAL FOUNDATION, SUNDARGARH.



BID REF. NO: -DMF/SNG/06/2018-19

Date: -19.11.2018

***NATIONAL COMPETITIVE BIDDING TENDER DOCUMENT
FOR***

***“SELECTION OF CONSULTANCY FIRM/ AGENCY FOR PREPARATION OF
DETAILED PROJECT REPORT(DPR) FOR DEVELOPMENT OF SPORTS
INFRASTRUCTURE INCLUDING SITE DEVELOPMENT, LAND SCAPING,
SPORTS SURFACE, ROAD AND PATHWAY, SPORT EQUIPMENTS, SOUND
SYSTEM ETC. AT BHABANIPUR, SUNDARGARH (ODISHA)”***

ISSUED BY:

**COLLECTOR CUM CHAIRPERSON,
DISTRICT MINERAL FOUNDATION,
SUNDARGARH (ODISHA)
INDIA**

ଜିଲ୍ଲା ଖଣିଜ ପଦାର୍ଥ ପ୍ରତିଷ୍ଠାନ, ସୁନ୍ଦରଗଡ଼.

DISTRICT MINERAL FOUNDATION, SUNDARGARH.



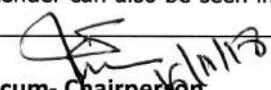
(1st floor, DMF Office)
District Rural Development Agency
Sundargarh – 770001
Tel / Fax No. 06622-273846
E-mail – dmfsundergarh@gmail.com

Letter No. ୧୨୫ / (DMF)

Dated the 16/11/2018

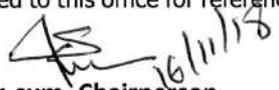
Bid Identification No. DMF/SNG/06/2018-19

1.	The Collector-cum-Chairperson, District Mineral Foundation (DMF) Sundargarh, Government of Odisha invites technical and financial proposals from reputed Consulting Firms of National and International repute for "Selection of Consultancy Firm/ Agency for Preparation of Detailed Project Report(DPR) for Development of Sports Infrastructure including Site Development, Land Scaping, Sports Surface, Road and Pathway, Sport Equipment's, Sound System etc. at Bhabanipur, Sundargarh (Odisha)" as detailed in the Scope of Work in this DTCN. The interested and eligible Firms with valid Registration Certificate as a Company, as detailed in DTCN, may apply for the same in OFF-LINE mode. (For details visit www.sundergarh.nic.in).	
2.	Nature of Works	:- Selection of Consultancy Firm/ Agency for Preparation of Detailed Project Report(DPR) for Development of Sports Infrastructure including Site Development, Land Scaping, Sports Surface, Road and Pathway, Sport Equipment's, Sound System etc. at Bhabanipur, Sundargarh (Odisha)
3.	Tender(Bid) Cost	:- Rs.10,000/-
4.	Places where works will be executed	:- Sundargarh, Odisha
5.	Availability of bid document in the website	:- From 11.00 A.M. of 19.11.2018 to 12.12.2018 up to 3:00 P.M.
6.	Last date of receipt of Bid	:- 12.12.2018 up to 3:00 P.M.
7.	Mode of Receipt of Bids	:- Through Speed Post/ Registered Post (India Post) and in no other means.
8.	Date of opening of Technical Bid	:- Date: 15.12.2018 at 5:30 P.M.
9.	Date of opening of Commercial Bid	:- Date: 18.12.2018 at 4:00 P.M. (Tentative). will be intimated to qualified bidders
10.	Issuer Address	:- Collector & Chairperson-cum- Managing Trustee, District Mineral Foundation, Sundargarh Sundargarh -770001 Tel- 06622-273846
11.	Address for Business query and correspondence	:- Chief Executive Officer, District Mineral Foundation, Sundargarh Sundargarh -770001 ,Tel- 06622-273846 Website-www.sundergarh.nic.in E-mail Id-dmfsundergarh@gmail.com
13.	The bidders have to participate in OFF-LINE bidding only. Further details can be seen from the Sundargarh District website (www.sundergarh.nic.in). Any addendum /corrigendum / cancellation of tender can also be seen in the said websites. If any query then contact E-mail ID - dmfsundergarh@gmail.com	


Collector-cum- Chairperson
DMF, Sundargarh

Memo No. 496 / (DMF) Dated 16/11/18 //

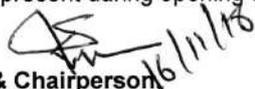
Copy forwarded to the Editor, THE TIMES OF INDIA toibbsr@gmail.com with a request to publish in their Daily English Newspapers (All INDIA CIRCULATION)/ Editor, SAMAJ (E-Mail:samaja.sng@gmail.com) & PRAMEYA (jagasng@gmail.com) before **19-11-2018** for wide publication & circulation of this Tender Call Notice. Complimentary copy of newspaper containing the Tender Call Notice should be submitted to this office for reference & record along with the Bill.


Collector-cum- Chairperson
DMF, Sundargarh

Memo No. 497 / (DMF) Dated 16/11/18 //

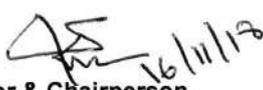
Copy to the A.D.M., Sundargarh/ Rourkela/ Sub-Collector, Sadar/ Panposh/ Bonai/ All Block Development Officers of the District/Executive Engineer, R&B Division, Sundargarh/ Rourkela/ Executive Engineer, RW Division, Sundargarh/Rourkela/ Executive Engineer Minor Irrigation Division, Sundargarh/ Executive Engineer, Irrigation Division, Sundargarh/ Executive Engineer, Rukura Irrigation Division, Panposh/ Executive Engineer, RWSS Division, Sundargarh/Rourkela/ Executive Engineer, OLIC, Sundargarh/ Rourkela/ Executive Engineer, PHED, Rourkela/Executive Officers of Urban Local Bodies of the district/ DI & PRO, Sundargarh/ Rourkela for information and with a request to display this Tender Notice in their respective office Notice Board for wide publication.

Copy to Addl. P.D.(Tech.), DRDA, Sundargarh/ to Addl. P.D.(Admn.), DRDA, Sundargarh/ Asst. Director, OREDA, DRDA, Sundargarh/ Asst. P.D.(Finance), DRDA, Sundargarh/ Asst. P.D.(RH), DRDA, Sundargarh/ Junior Engineer(Estimator), DRDA, Sundargarh/Cashier, DRDA, Sundargarh/ DMF Cell, Sundargarh/ Notice Board of DRDA, Sundargarh for information & necessary action. They are requested to remain present during opening of the Bid Documents.


Collector & Chairperson,
DMF, Sundargarh

Memo No. 498 / (DMF) Dated 16/11/18 //

Copy to DIO, NIC, Sundargarh with a request to upload this Quotation Call Notice in the Sundargarh District Web-Site www.sundargarh.nic.in on dt.19-11-2018 for wide publication and timely response by the Consultancy Firm/ Agency .


Collector & Chairperson,
DMF, Sundargarh

1. DISCLAIMER

- a) The information contained in the Request for Proposal document ("RFP") is provided to Bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.
- b) The RFP is not an agreement and is neither an offer nor invitation by the Collector & Chairperson, DMF to the prospective Bidders or any other person. The purpose of the RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. The RFP includes statements, which reflect various assumptions and assessments arrived at by the Collector & Chairperson, DMF in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. The RFP may not be appropriate for all persons, and it is not possible for the Collector & Chairperson, DMF, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses the RFP. The assumptions, assessments, statements and information contained in the RFP, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in the RFP and obtain independent advice from appropriate sources.
- c) Information provided in the RFP to the Bidders is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Collector & Chairperson, DMF accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
- d) The Collector & Chairperson, DMF, its employees and advisers make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in the RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of the RFP or arising in any way in this Selection Process. The Collector & Chairperson, DMF also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the statements contained in the RFP. The Collector & Chairperson, DMF may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in the RFP.
- e) The issue of this RFP does not imply that the Collector & Chairperson, DMF is bound to select a Bidder or to appoint the Successful Bidder / Technical Consultant, as the case may be, for the Consultancy and the Collector & Chairperson, DMF reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.
- f) The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Collector & Chairperson, DMF or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Bidder and the Collector & Chairperson, DMF shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

2. LETTER OF INVITATION

**The Collector cum Chairperson and Managing Trustee,
District Mineral Foundation,
Sundergarh (Odisha)**

Ref. No. :- DMF/SNG/06/2018-19

Date :- 19-11-2018

Letter of Invitation

a) Collector cum Chairperson and managing Trustee, DMF, Sundargarh, invites technical and financial proposals in two envelope systems from eligible consultants for **"Selection of Consultancy Firm/ Agency for Preparation of Detailed Project Report(DPR) for Development of Sports Infrastructure including Site Development, Land Scaping, Sports Surface, Road and Pathway, Sport Equipment's, Sound System etc. at Bhabanipur, Sundargarh (Odisha)"**.

b) Eligible bidders are therefore requested to submit their proposals as depicted in various clauses and sections of bid document. **Document fee Rs.10,000/- (Rupees Ten Thousand only) shall be paid in the form of demand draft to the name of Chief Executive Officer, District Mineral Foundation, Sundargarh, Odisha, which shall be kept in a Separate envelope with the bid document.**

c). Duly completed proposals shall be received in office of up to **12.12.2018 till 3.00 P.M.** accompanied by a **Earnest Money Deposit for an amount of Rs.2,00,000.00 in the form of DD / FDR/ BG of any nationalized / scheduled bank in the favour of The Chief Executive Officer, District Mineral Foundation, Sundargarh, Odisha.** The earnest money deposit shall remain valid for a period of next 90 days. The proposal shall be opened on **Dated- 15-12-2018 at 5.30 P.M. in Pragati Mandap, Sundargarh** and reserves the right to reject any or all proposals without assigning any reason there off.

Schedule of Bidding Process.

The Collector & Chairperson, DMF shall endeavour to adhere to the following schedule:

<u>Event Description</u>	<u>Date</u>
i) Issue of Tender Schedules	19.11.2018
ii) Proposal Due Date	12.12.2018 upto 3:00 PM
iii) Proposal Opening Date	15.12.2018 at 5:30 PM
iv) Financial Opening of Proposals	will be intimated to qualified bidders

**Signed,
Collector cum Chairperson and Managing Trustee
Sundargarh**

3. DATA SHEET

1	Name of work	Selection of Consultancy Firm/ Agency for Preparation of Detailed Project Report(DPR) for Development of Sports Infrastructure including Site Development, Land Scaping, Sports Surface, Road and Pathway, Sport Equipment's, Sound System etc. at Bhabanipur, Sundargarh (Odisha).
2	Method of selection	QCBS
3	Jointventure	No
4	Pre bid meeting	No
5	Contracting Authority	Chief Executive Officer, DMF, Sundargarh
6	Last date of bid submission	12.12.2018 till 3:00 PM
7	Costof Document	Rs. 10,000/-
8	EMD	Rs. 2,00,000/-
9	Performance Bank Guarantee	Rs.5,00,000/-
9	Opening of Technical proposal	15.12.2018 at 5:30 PM
10	Opening of Financial proposal	18.12.2018 at 4:00 PM
11	Address	Chief Executive Officer, District Mineral Foundation, Sundargarh (Odisha) – 770001 Email: dmfsundergarh@gmail.com

Signed,

**Collector cum Chairperson and Managing Trustee
Sundargarh**

4. BACK GROUND

The Collector cum Chairperson and Managing Trustee invites **“Selection of Consultancy Firm/ Agency for Preparation of Detailed Project Report(DPR) for Development of Sports Infrastructure including Site Development, Land Scaping, Sports Surface, Road and Pathway, Sport Equipment’s, Sound System etc. at Bhabanipur, Sundargarh (Odisha) ”.**

5. INSTRUCTION TO BIDDERS

5.1 General terms of Bidding

- 5.1.1 An Applicant can submit only one Proposal.
- 5.1.2 The Bidder should submit a Power of Attorney as per the format at Appendix – II, authorising the signatory of the Proposal to commit the Bidder.
- 5.1.3 The Financial Proposal should be furnished in the format at Appendix – IV
- 5.1.4 The Proposal and all communications in relation to or concerning the Bidding Documents shall be in English language.
- 5.1.5 The Bidding Documents including this RFP and all attached documents are and shall remain the property of the Collector & Chairperson, DMF and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Proposal in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Proposal. The Collector & Chairperson, DMF will not return any Proposal or any information provided along therewith.
- 5.1.6 This RFP is not transferable.
- 5.1.7 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the General Conditions of Contract shall have overriding effect.

5.2 Cost of Bidding

- 5.2.1 The Bidders shall be responsible for all the costs incurred by them, associated with the preparation of their Proposal and their participation in the Bidding Process. The Collector & Chairperson , DMF will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

5.3 Site visit and verification of information

- 5.3.1 Bidders are encouraged to submit their respective Proposal after visiting the site and any other matter considered relevant by them.
- 5.3.2 It shall be deemed that by submitting a Proposal, the Bidder has:
 - a. made a complete and careful examination of the Bidding Documents;
 - b. received all relevant information requested from the Collector & Chairperson , DMF;
- c. acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Collector & Chairperson , DMF relating to any of the matters above;

- d. satisfied itself about all matters, things and information necessary and required for submitting an informed Proposal, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations there under;
- e. acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Collector & Chairperson, DMF, or a ground for termination of the Service Agreement; and
- f. Agreed to be bound by the undertakings provided by it under and in terms hereof.

5.3.3 The Collector & Chairperson, DMF shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP, the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by the Collector & Chairperson, DMF.

5.4 Right to accept and to reject any or all Bids

5.4.1 Notwithstanding anything contained in this RFP, the Collector & Chairperson, DMF reserves the right to accept or reject any Proposal or to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore.

5.4.2 The Collector & Chairperson, DMF reserves the right to reject any Proposal and appropriate the Bid Security if:

- a. At any time, a material misrepresentation is made or uncovered, or
- b. The Bidder does not provide, within the time specified by the Collector & Chairperson, DMF the supplemental information sought by the Collector & Chairperson, DMF for evaluation of the Bid.
- c. Such misrepresentation/ improper response shall lead to the disqualification of the Bidder.

5.4.3 In case it is found during the evaluation or at any time before signing of the Service Agreement or after its execution and during the period of subsistence thereof, that one or more of the conditions have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Technical Consultant either by issue of the LOA or entering into of the Service Agreement, and if the Bidder has already been issued the LOA or has entered into the Service Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Collector & Chairperson, DMF to the Bidder, without the Collector & Chairperson, DMF being liable in any manner whatsoever to the Bidder or Technical Consultant, as the case may be. In such an event, the Collector & Chairperson, DMF shall forfeit and appropriate the Bid Security in accordance with relevant.

5.4.4 The Collector & Chairperson, DMF reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP. Failure of the Collector & Chairperson, DMF to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Collector & Chairperson, DMF there under.

5.4.5 The General Conditions of contract is provided by the Collector & Chairperson, DMF as part of the Bidding Documents shall be deemed to be part of this RFP.

5.5 Clarifications

- 5.5.1 Bidders requiring any clarification on the RFP may notify the Collector & Chairperson, DMF in writing or by fax and e-mail to the address in accordance with relevant Clause. They should send in their queries before the date mentioned in the Schedule of Bidding Process specified in relevant Clause, the Collector & Chairperson, DMF shall endeavour to respond to the queries within the period specified therein. The responses will be sent by fax or e-mail. The Collector & Chairperson, DMF will forward all the queries and its responses thereto, to all Bidders without identifying the source of queries.
- 5.5.2 The Collector & Chairperson, DMF shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the Collector & Chairperson, DMF reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Collector & Chairperson, DMF to respond to any question or to provide any clarification.
- 5.5.3 The Collector & Chairperson, DMF may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Collector & Chairperson, DMF shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Collector & Chairperson, DMF or its employees or representatives shall not in any way or manner be binding on the Collector & Chairperson, DMF.

5.6 Amendment of RFP

- 5.6.1 At any time prior to the deadline for submission of Proposals, the Collector & Chairperson, DMF may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda.
- 5.6.2 Any Addendum thus issued will be sent to all the Bidders through email only.
- 5.6.3 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Collector & Chairperson, DMF may, at its own discretion, extend the Proposal Due Date.

5.7 Format and Signing of Proposals

- 5.7.1 The Bidder shall provide all the information sought under this RFP. The Collector & Chairperson, DMF will evaluate only those Proposals that are received in the required formats and complete in all respects.
- 5.7.2 The Proposal shall be typed or written in indelible ink and signed by the authorised signatory of the Bidder who shall also initial each page, in blue ink. All the alterations, omissions, additions or any other amendments made to the Proposal shall be initialled by the person(s) signing the Bid.

5.8 Sealing and Marking of Proposal

- 5.8.1 The Bidder shall submit the Proposal in the format specified in relevant Clause, and seal it in envelopes.
- 5.8.2 The documents accompanying the Proposal shall be placed in separate envelopes and marked as indicated below. The Proposal submission shall include:

Envelope 1: "Key Submissions"

- a. Letter of Proposal in the prescribed format (Appendix I);
- b. Bid Security in the prescribed format
- c. Power of Attorney for signing of in the prescribed format (Appendix – II);
- d. A copy of the General conditions of contract with each page initialled by the person signing the Proposal in pursuance of the Power of Attorney referred to in Clause (c) here in above.
- e. Processing fees & EMD to be enclosed
- f. Technical Proposal as per Appendix –III

Envelope 2: "Financial Proposal"

- a. Proposal consisting of the Bidders' financial offer for the Project in the format set out in Appendix IV of this document. The Financial Proposal shall be quoted as @.....% fees, inclusive of all other taxes.
 - b. The financial proposal shall be inclusive of all out of pocket expenses incurred by the Consultant towards Local site office, site visits, travel, documentation and communication etc., taxes, royalties, fees, taxes and charges, excluding GST, as applicable except those as prescribed in this RFP.
 - c. The Collector & Chairperson, DMF reserves the right to reject any Financial Proposal which is conditional and non-responsive.
- 5.8.3 The two envelopes specified in relevant Clause shall be placed in an outer envelope, which shall be sealed. Each of the three envelopes shall clearly bear the following identification: "**Selection of Consultancy Firm/ Agency for Preparation of Detailed Project Report(DPR) for Development of Sports Infrastructure including Site Development, Land Scaping, Sports Surface, Road and Pathway, Sport Equipment's, Sound System etc. at Bhabanipur, Sundargarh (Odisha)**" and shall clearly indicate the name and address of the Bidder. In addition, the Proposal Due Date should be indicated on the right hand top corner of each of the envelopes.

- 5.8.4 Each of the envelopes shall be addressed to:

ATTN. OF: Chief Executive Officer, DMF, Sundargarh

ADDRESS: DMF Office, 1st Floor, DRDA Building, Sundargarh, Odisha – 770001

E-MAIL ADDRESS: dmfsundergarh@gmail.com

If the envelopes are not sealed and marked as instructed above, the Collector & Chairperson, DMF assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted.

- 5.8.5 Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

5.9 Proposal Due Date

- 5.9.1 Proposal should be submitted before 15:00 hours IST on the Proposal Due Date at the address.
- 5.9.2 The Collector & Chairperson, DMF may, in its sole discretion, extend the Proposal Due Date by issuing an Addendum in accordance with relevant Clause uniformly for all Bidders.

5.10 Late Proposals

- 5.10.1 Bids received by the Collector & Chairperson, DMF after the specified time on the Proposal Due Date shall not be eligible for consideration and shall be summarily rejected.

5.11 Rejection of Proposals

- 5.11.1 The Collector & Chairperson, DMF reserves the right to accept or reject all or any of the Proposals without assigning any reason whatsoever. It is not obligatory for the Collector & Chairperson, DMF to accept any Proposal or to give any reasons for their decision.
- 5.11.2 The Collector & Chairperson, DMF reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Proposal without assigning any reasons.
- 5.11.3 Proposals will not be accepted if document fee & EMD, payable at Sundargarh is not submitted in a separate envelope with the bid document.

5.12 Validity of Proposals

- 5.12.1 The Proposal shall be valid for a period of not less than 90 days from the Proposal Due Date subject to the conditions prescribed in bid document. The validity of Proposal may be extended by mutual consent of the respective Bidders and the Collector & Chairperson, DMF.

5.13 Confidentiality

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

5.14 Correspondence with the Bidder

- 5.14.1 The Collector & Chairperson, DMF shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Proposal.

5.15 Bid Security

- 5.15.1 The Bidder shall furnish **EMD amount Rs.2,00,000/-** with the Proposal in the form of a FDR / Demand Draft issued by a Nationalized / Scheduled Bank in India, drawn in favour of Chief Executive Officer, District Mineral Foundation, Sundargarh. The Collector & Chairperson, DMF shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free.
- 5.15.2 Any Proposal not accompanied by the Bid Security shall be rejected by the Collector & Chairperson, DMF as non-responsive.
- 5.15.3 The Bid Security of unsuccessful Bidders will be returned by the Collector & Chairperson, DMF, without any interest, as promptly as possible on acceptance of the Proposal of the successful Bidder or when the Bidding process is cancelled by the Collector & Chairperson, DMF. Where Bid Security has been paid by deposit, the refund thereof shall be in the form of an account payee demand draft in favour of the unsuccessful Bidder(s).
- 5.15.4 The Successful Bidder's Bid Security will be retained as a part of the performance security.

5.15.5 The Bid Security shall be forfeited and appropriated by the Collector & Chairperson, DMF as damages payable to the Collector & Chairperson, DMF for, inter alia, time, cost and effort of the Collector & Chairperson, DMF without prejudice to any other right or remedy that may be available to the Collector & Chairperson, DMF hereunder or otherwise, under the following conditions:

- a. If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in relevant Section of this RFP;
- b. If a Bidder withdraws its Proposal during the period of Proposal validity as specified in this RFP and as extended by the Bidder from time to time;
- c. In the case of successful Bidder, if it fails within the specified time limit - to sign the Service Agreement

5.16 Modification/ substitution/ withdrawal of Proposals

5.16.1 No Proposal shall be modified, substituted, or withdrawn by the Applicant

6. EVALUATIONS OF PROPOSALS

Method of Selection shall be QCBS. The bidder's competence and capability is proposed to be established by the following parameters.

- a. Bidder Responsiveness.
- b. Technical Experience.
- c. Financial Capability factor in terms of turnover.

Bidder meeting all the criteria only will be qualified for future evaluation of the proposal.

6.1 Opening and Evaluation of Proposals

- a. The Outer Envelope and Envelope 1 shall be opened by any officer authorized for the same after the bid due time on the Proposal Due Date, at the place specified in bid document and in the presence of the Bidders who choose to attend.
- b. The Collector & Chairperson, DMF will subsequently examine and evaluate the Proposals in accordance with the provisions set out in relevant Sections.
- c. To facilitate evaluation of Proposals, the Collector & Chairperson, DMF may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Proposal.

6.2 Tests of responsiveness

The Collector & Chairperson, DMF shall determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive only if:

- a. It is received in accordance with relevant Clauses of the bid document.
- b. It is received by the Proposal Due Date including any extension thereof
- c. It is signed, sealed, in spiral bound booklet and marked as stipulated in bid document.
- d. It is accompanied by the EMD as specified in bid data sheet.
- e. It is accompanied by the Power(s) of Attorney as specified in Appendix – II,
- f. It contains all the information (complete in all respects) as requested in this RFP and/or Bidding Documents (in formats same as those specified);
- g. It does not contain any condition or qualification.
- h. It is accompanied by a Processing Fee in accordance with datasheet.

Satisfying the Test of Responsiveness is mandatory for Bidders to be selected for next stage of evaluation. If any material deviation is found in the formats then it will be judged as non- responsive.

6.3 Technical Proposal

6.3.1 Technical Eligibility Criteria

For the purpose of this RFP the applicant shall be evaluated on the following.

- I. Firm should be registered as consultancy firm for more than 10 Yrs.
- II. Three Eligible consultancy assignments, completed for the project, with the project cost each not less than Rs. 150.00 crores each

OR

Two Eligible consultancy assignments, completed for the project, with the project cost each not less than Rs. 180 crores each.

OR

One Eligible consultancy or execution assignment completed for the project, with the project cost not less than Rs. 240.00 crores.

And

- III. One Eligible consultancy assignment completed for the project, (either part of (i) or a separate one) with the project cost each not less than **Rs 150.00 Crore** with some Central Govt. Department / State Govt. Department / Central Autonomous Body / Public Sector undertaking.
- IV. Eligible Assignments for the purposes of determining of eligibility and for evaluating the proposals under this RFP, the eligible assignments (the "Eligible Assignments") shall mean 'Completion of Master-planning, Architectural Design & Preparation of Detailed Project Report for Sports Infrastructure (Stadiums, Sports Complex, Indoor Arena) projects only.

6.3.2 Financial Capability

The bidders should have average annual turnover not less than **Rs. 400 lacs** during last three years. This evidence must be shown by the bidders in technical proposals supported with audited financial statements/balance sheet.

The technical proposals of only those bidders, who qualify in the above mentioned qualifying stage, shall be opened. The technical evaluation criteria for selection of consultant are given below:-

S.No	Evaluation Criteria	Points
A	FIRM PROFILE	40
1	Years of Experience 5 Points for meeting minimum eligibility and 1 point for each additional year to a maximum of 10 points	10
2	Turnover 7 Points for meeting minimum eligibility criteria and 1 point for each additional each additional Crore of Turnover	10
3	Key personals engaged in consulting	
a	Team Leader – Architect with 20 Years' Experience and 3 Eligible Project Experience	10
b	Architect with 10 Years' Experience and 2 Eligible Project Experience	5
c	Structural Engineer with 20 Years' Experience	5

B	FIRM EXPERIENCE	45
1	Eligible Assignment 15 points for meeting minimum eligibility criteria for Eligible project and 5 points for each additional eligible project with Project value more than Rs. 100 Crores to a maximum of 25 points	25
2	Eligible Assignment 5 points for experience of Eligible Assignment with some Central Govt. Department / State Govt. Department / Central Autonomous Body / Central Public Sector undertaking with the project cost each not less than Rs 150.00 crore and 5 points for each additional eligible project with Project value more than Rs.150 Crores to a maximum of 10 points	10
2	10 points for experience of Completed Master planning for one Eligible project of not less than 70 Acres	10
C	APPROACH AND METHODOLOGY	15
1	Understanding of the projects	5
2	Methodology, work plan and innovativeness	10

Bidders obtaining at least **70 marks** shall be eligible for financial proposal to be opened.

6.4 Evaluation of Financial Proposals

6.4.1 Under Quality and Cost Based Selection (QCBS) method to allow comparison on a common basis, each Financial Proposal will be carefully scrutinised and an Estimated Total Price (ETP) will be determined. The Financial Proposal with the lowest ETP will receive the maximum score of 100 marks. The score for each other Financial Proposal will be inversely proportional to its ETP and will be computed as follows:

Sf = 100 x Fm / F where:

Sf is the financial score of the Financial Proposal being evaluated,

Fm is the ETP of the lowest priced Financial Proposal,

F is the ETP of the Financial Proposal under consideration.

6.4.2 Following completion of the evaluation of Technical and Financial Proposals, the final ranking of the Proposals will be determined. This will be done by applying a weight of 0.80 (80%) and 0.20 (20%) respectively to the technical and financial score of each evaluated qualifying Technical and Financial Proposal and then computing the relevant combined total score for each Bidder.

6.4.3 The highest ranked Bidder based on the cumulative technical and financial evaluation ranking will be invited for negotiations.

6.4.4 Financial Proposals are expected to be within the budget, if specified in the Data Sheet.

6.5 Contacts during Proposal Evaluation

6.5.1 Bids shall be deemed to be under consideration immediately after they are opened and until such time the Collector & Chairperson, DMF makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain from contacting by any means, the Collector & Chairperson, DMF and/ or their employees/ representatives on matters related to the Bids under consideration.

6.6 Miscellaneous

- 6.6.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Odisha shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 6.6.2 The Collector & Chairperson, DMF, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- a. Suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - b. Consult with any Bidder in order to receive clarification or further information;
 - c. Retain any information and/ or evidence submitted to the Collector & Chairperson, DMF by, on behalf of, and/ or in relation to any Bidder; and/ or
 - d. Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 6.6.3 It shall be deemed that by submitting the Proposal, the Bidder agrees and releases the Collector & Chairperson, DMF, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.

6.7 Required qualification and experience of key personnel's-

All the key personnel's shall be degree graduate in their respective branch of architecture / engineering. They should have atleast 15 years working experience in the relevant field.

7. SCOPE OF SERVICE

7.1 Scope of Works

The Scope of Works for the Comprehensive Architectural Design, Sports consultancy Services shall include, but not limited to, the following key items, inter alia :

A. Developing the Project Brief:

- (a) To develop the requirements and minimum specifications in discussion with the Stakeholders
- (b) To understand the requirements and complying with the standards from the, Rural/Urban local bodies, environment authorities, fire authorities, and other governing bodies viz. Sports Authority of India, IOA, Sports Federations etc., as may be required and applicable thereto.

B. Understanding the Site Conditions:

- (a) To take in to cognizance of the Site conditions viz. the soil conditions, contours, vegetation, etc which would affect the project design. The Department will provide the Geo Investigation Soil report & Topography survey conducted at site.
- (b) To ascertain the access, and approach to the project by interfacing with the neighbouring establishments and public facilities viz. roads, drains etc.
- (c) To take in to consideration of the environmental parameters viz. Rain, wind and sunlight whilst designing the facilities.
- (d) To take in to consideration of the Geological conditions viz, earthquake, ground water, surface runoff etc.
- (e) Architectural character, social issues and heritage.
- (f) All other site conditions / constraints which would influence the suitability and utilization of the facilities.

C. Comprehensive Architectural and allied services

- (a) Submission of final Concept Design and Design briefs based on the Program developed with The Client & the Stakeholders.
- (b) Technical guidance for submission of the Drawings for the Statutory & Project Approvals
- (c) The Architectural Design
- (d) The Interior Design for the Buildings & other areas described in RFP
- (e) Structural design, MEP design etc
- (f) Traffic Management Plan during event/ non event time covering circulation within and outside the facility, incoming and outgoing traffic, players/VIP/Media/Public movements, event ticket holders/non ticket holders, evacuation plans through schematic/walk through representations
- (g) Design of Sports facilities in compliance with the Sports Federation guidelines, evaluation of various options, sourcing, evaluation, short-listing and recommendation of the suitable design, material, make etc covering (but not limited to) - Players area, VIP stands, corporate boxes, media, broadcasting, clinics, labs, stands for scoreboards and sight screens, Indoor sports play arena design
- (h) Technical Closure of the Project

D. Project Approvals and Liaison Services

- a) Providing Technical guidance & details to the Client for obtaining all the necessary Statutory and Project related approvals during all stages of the Project in a timely manner as per the schedule. All statutory fee / charges / incidental expenditure shall be excluded from our scope.

7.2 Estimated Cost

- 7.2.1 The estimated cost of the entire project (including all services, site development and landscaping, sports surfaces, all roads, pathways, support infrastructure as per the requirement of the sports complex at International level, including all equipment's, entertainment system like sound, sports equipment etc inclusive) shall be established as per the construction standards appropriately required for similar development.

7.3 Design Principles and Standards

- 7.3.1 The facility should have innovative design, process and operational aspects for energy efficiency and cost effectiveness.
- 7.3.2 The applicable design principles and standards are listed below:
 - a. Functional and spatial legibility, usability, efficiency and aesthetics of various components of the design.
 - b. Adherence to National Building, Code, relevant IS codes, Local building bye laws and development regulations of FSI, ground coverage, with all necessary measures of disaster management and any other controls as applicable.
 - c. Response to local climatic conditions in building and site planning ensuring, maximum natural lighting and ventilation; solar passive design; minimization of energy requirements for air-conditioning, heating, lighting services, ventilation; using fittings and materials to save energy; and maximum generation (and use) of solar energy as part of the essential services in the structures.
 - d. Ensuring minimum land disturbance within the site and its surrounding (including during construction), efficient storm water drainage, adequate segregation of pedestrian and vehicular traffic.
 - e. Protection and creative use of all existing vegetation to the fullest.
 - f. Incorporation of all applicable national operation safety norms and standards including full compliance to the occupational safety requirements of public parks of similar nature.
 - g. Incorporates the principles of universal design to maximize accessibility for all people.
 - h. Healthy indoor environmental quality, wherever applicable, that provides a comfortable indoor environment (light/temperature/ventilation) that supports the productivity and well-being of the occupants
 - i. High water efficiency of the site and the services including economy of distribution, usage and discharge of water; maximum conservation and reuse of water; incorporation of waste water treatment techniques, rain water harvesting, water efficient landscaping.
 - j. Efficient and proper disposal of waste (including solid, liquid wastes), preventing contamination of soil, water and air of the site and its surroundings.
 - k. Efficient use of materials and appropriate technologies to satisfy the aims of high levels of energy efficiency, use of durable and renewable materials to reduce life-cycle costs. Limiting direct and indirect environmental impacts, use of building materials and products that are extracted and manufactured locally.

7.4 Deliverables

Sl. No.	Description	Deliverables
1	Conceptual Designs, Design report, Master-plan etc. Project including Schematic Design, Cost Estimates etc.	1 hard copies and 1 soft copies
2	3D Model as per master plan and significant structures, their architecture drawings etc	1 hard copies and 1 soft copies
3	Tenders Documents	As required
4	Working drawings + Construction detail drawings	As required
5	As built drawings	As required

7.5 Payment Terms

7.5.1 The payments are as under which may be revised as per requirement and shall be shown in the work order. Order of activities may also be changed as per project need. Before starting any activities as given below, consultant has to seek clearance from concern authorities.

Sl. No.	Description	Deliverables
1	Submission of Conceptual Designs, Drawings, cost estimate and Master-plan etc.	15 %
2	Submission of tender drawings and detailed Estimates of all components of the scheme.	30 %
3	Tenders Documents including assistance in bidding evaluation process for selection of contractors	10%
4	During construction of work progress at site. (3 stages)	30 %
5	On completion	15 %

8. GENERAL CONDITIONS OF CONTRACT

8.1 Definitions

- i. 'The Bidder' means the person(s), partnership(s) or company(ies) with whom this Contract is placed.
- ii. 'The Bidder's Representative' means the person named in relevant Section who is responsible for all contractual aspects of the Contract on behalf of the Bidder.
- iii. 'The Bidder's Personnel' means any person instructed pursuant to this Contract to undertake any of the Bidder's obligations under this Contract, including the Bidder's employees, agents and sub-Bidder.
- iv. 'Sub-Bidder' means any natural person, private or government entity, or a combination of the above, to whom any part of the Services is subcontracted by the Bidder.
- v. "Joint Venture" means a Bidder which comprises two or more Partners each of whom will be jointly and severally liable to the Client for all the Bidder's obligations under the Contract.
- vi. 'The Client's Representative' means any entity appointed by the Client to act on the Client's behalf with regard to procurement and/or management of this Contract.
- vii. the 'Equipment' is defined as a tangible, non-expendable property having an anticipated life of two years or more with a unit acquisition cost of Rs.10,000 or greater. Equipment includes, but is not limited to, computers, other electronic items, furniture, scientific apparatus, machinery, reference material, vehicles, as may be required for the implementation of the Services, which the Bidder cannot reasonably be expected to provide, and which are financed or provided by the Client for use by the Bidder.
- viii. 'The Financial Limit' refers to the amount specified in relevant Section and is the maximum amount payable by the Client under this Contract.
- ix. 'the Services' means the services set out in the Terms of Reference (Scope of work)
- x. 'the Software' means the software designed and developed by the Bidder or the Bidder's Personnel, and includes the source code and object code along with associated documentation, which is the work product of the development efforts envisaged in the Terms of Reference. It does not include commercial off-the-shelf licensed software (except for the customisation components of such products).
- xi. 'the Project Officer' means the person named in relevant Section who is responsible for issuing instructions and dealing with all correspondence in connection with the technical aspects of the Contract.
- xii. 'the Contract Officer' means the person named in relevant Section who is responsible for all contractual aspects of the Contract, and to whom invoices should be sent.
- xiii. 'Contract Documents' means the documents listed in the Contract Agreement, including any amendments thereto.
- xiv. 'Contract Price' means the price payable to the Bidder as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- xv. 'Contract' means the Contract Agreement entered into between the Client and the Bidder, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- xvi. 'GCC' means General Conditions of the Contract.

- xvii. 'SCC' means the Special Conditions of Contract.
- xviii. 'Change in Control' means that the person(s) (including corporate bodies) directly or indirectly in control of the Bidder at the time this Contract is entered into cease to be in control.
- xix. 'Control' means the power of a person to ensure that the affairs of the Bidder are conducted in accordance with the wishes of that person.

8.2 Interpretation

- 8.2.1 In the event of any inconsistency between the Form of Contract, these General Conditions and the Special Conditions, the Special Conditions shall prevail.
- 8.2.2 Except as expressly provided in Clause 0 the Bidder is not the agent of the Client and has no authority to represent and shall not purport to represent or enter into any commitments on behalf of the Client in any respect.
- 8.2.3 Nothing in this Contract is intended to make nor shall it make the Client the employer of the Bidder or any of the Bidder's Personnel.
- 8.2.4 All communications by the Bidder relating to notifications or applications for consents or instructions must be addressed to the Client Contract Officer whose name and address are given in relevant Section.

8.3 Obligations of the Bidder

- 8.3.1 The Bidder shall perform all its obligations under this Contract (including the provision of the Services) with all necessary skill, diligence, efficiency and economy to satisfy generally accepted professional standards expected from experts.

8.4 Personnel

- 8.4.1 All members of the Bidder's Personnel shall be appropriately qualified, experienced and in a suitable physical condition so as to ensure that the Bidder complies with all the Bidder's obligations under this Contract.
- 8.4.2 No changes or substitutions may be made to members of the Bidder's Personnel identified as key personnel in relevant Section of this Contract without prior written consent of the Client.
- 8.4.3 If the Client considers any member of the Bidder's Personnel unsuitable, the Bidder shall substitute such member as quickly as reasonably possible without direct or indirect charge to the Client with a replacement acceptable to the Client.
- 8.4.4 The Bidder is responsible for all acts and omissions of the Bidder's Personnel and for the health, safety and security of such persons and their property.
- 8.4.5 Bidder to submit an undertaking stating that the full time Bidder engaged on this contract will not be deployed on any other assignments.

8.5 Sub-Bidder

- 8.5.1 The Bidder shall not sub-contract any of its obligations under this Contract without the prior written consent of the Client.
- 8.5.2 If, having obtained the Client's consent, the Bidder sub-contracts any of its obligations, the sub contract shall:
 - a. provide that payments due to the sub-Bidder shall be made within 15 days from receipt of funds from the Client; and

- b. Include rights for the Bidder and obligations for the sub-Bidder to ensure that the Client's rights to require replacement of personnel and the Client's rights and the Bidder's obligations as set out in relevant Clause (inclusive) can be enforced against the sub-Bidder.

8.6 Disclosure of Information

- 8.6.1 The Bidder and the Bidder's Personnel shall not, without the prior written consent of the Client, disclose to any third party any confidential information obtained during or arising from this Contract (other than in the proper performance of this Contract or as may be required by Collector & Chairperson, DMF of competent jurisdiction). In addition, no publicity is to be given to this Contract without the prior written consent of the Client.

8.7 Intellectual Property Rights

- 8.7.1 Subject to relevant Clause, all intellectual property rights in material (including but not limited to reports, data, designs whether or not electronically stored, including the Software) specially developed by the Bidder or the Bidder's Personnel for the Client or pursuant to the performance of the Services commissioned by the Client, shall be as per Council of Architecture norms

8.8 Confidentiality

- 8.8.1 Neither of the Parties shall, without the consent of the other, divulge or suffer or permit its officers, employees, or agents to divulge to any person (other than to any of its or their respective officers or employees who require the same to enable them to properly carry out their duties) any information concerning the operations, contracts, commercial or financial arrangements or affairs of the other Party. Both Parties agree that confidentiality obligations do not apply to:
 - a. Information that is already known to third parties without breach of this Contract; and
 - b. Information that is required to be disclosed by an order of a court of competent jurisdiction or an appropriately empowered public authority, or as a result of an obligation arising under the Right to Information Act or other public disclosure law.

8.9 Access and Audit

- 8.9.1 The Bidder shall keep accurate and systematic accounts, files and records ('the Records').
- 8.9.2 The Records shall clearly identify, among other things, the basis upon which invoices have been calculated and the Bidder shall keep the Records throughout the duration of this Contract and for seven years following its termination.
- 8.9.3 The Bidder shall upon request provide the Client or its representatives or audit officials unrestricted access to the Records in order that the Records may be inspected and copied. The Bidder shall co-operate fully in providing to the Client or its representative's answers to such enquiries as may be made about the Records.
- 8.9.4 Where it is found by the Client that any overpayment has been made to the Bidder, the Bidder shall reimburse the Client such amount within 28 days of the date of the Client's written demand.

8.10 Corruption, Commission and Discounts

- 8.10.1 The Bidder warrants and represents to the Client that neither the Bidder nor any of the Bidder's Personnel:
 - a. has given, offered or agreed to give or accepted, any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any

act in relation to the obtaining or execution of any contract or for showing or forbearing to show favour or disfavour to any person or entity in relation to any contract; or

- b. has entered into any contract in connection with which commission has been paid or agreed to be paid by or to the Bidder or Bidder's Personnel or on their behalf or to their knowledge unless, before such contract was made, particulars of any such commission and of the terms of any agreement for the payment of such commission were disclosed in writing to the Client, whose written consent was subsequently given to such payment.

8.10.2 Neither the Bidder nor any of the Bidder's Personnel shall accept for or on their own benefit any trade commission, discount or similar payment or benefit in connection with this Contract.

8.11 Conflict of Interest

8.11.1 Neither the Bidder nor any of the Bidder's Personnel shall engage in any personal, business or professional activity which conflicts or could conflict with any of their obligations in relation to this Contract.

8.11.2 The Bidder and the Bidder's Personnel shall notify the Client immediately of any actual or potential conflict together with recommendations as to how the conflict can be avoided.

8.12 Insurances

8.12.1 The Bidder shall maintain professional indemnity insurance cover of an amount not less than the Financial Limit.

8.12.2 At the request of the Client, or its representatives, the Bidder shall provide evidence showing that such insurance has been taken out and maintained and that current premiums have been paid.

8.13 Indemnity

8.13.1 Except where arising from the negligence of the Client or Client's employees, the Bidder shall indemnify the Client in respect of any costs or damages howsoever arising out of or related to breach of warranty or representation, contract or statutory duty, or tortious acts or omissions by the Bidder or the Bidder's Personnel or any claims made against the Client by third parties in respect thereof.

8.14 Payments

8.14.1 Subject to the Client being satisfied that the Bidder is or has been carrying out their duties, obligations and responsibilities under this Contract, sums duly approved shall be paid within 30 days of receipt of a valid invoice.

8.14.2 If for any reason the Client is dissatisfied with performance of this Contract or there has been an unreasonable delay without clients approval an appropriate sum may be withheld from any payment otherwise due. In such event the Client shall identify the particular Services with which it is dissatisfied together with the reasons for such dissatisfaction, and payment of the amount outstanding will be made upon remedy of any unsatisfactory work or resolution of outstanding queries.

8.14.3 Should the Client determine after paying for a particular Service that the Service has not been completed satisfactorily, the Client may recover, or withhold from further payments, an amount not exceeding that previously charged for that Service until the unsatisfactory Service is remedied to its satisfaction.

8.15 Taxes and Duties

- 8.15.1 The Bidder shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed within/outside India.
- 8.15.2 If any tax exemptions, reductions, allowances or privileges are available to the Bidder in India, the Client shall use its best efforts to enable the Bidder to benefit from any such tax savings to the maximum allowable extent.

8.16 Force Majeure and Termination

Force Majeure

- 8.16.1 Where the performance by the Bidder of its obligations under this Contract is delayed, hindered or prevented by an event or events beyond the reasonable control of the Bidder and against which an experienced Bidder could not reasonably have been expected to take precautions, the Bidder shall promptly notify the Client in writing, specifying the nature of the force majeure event and stating the anticipated delay in the performance of this Contract.
- 8.16.2 From the date of receipt of notice given in accordance with relevant Clause, the Client may, at its sole discretion, either suspend this Contract for up to a period of 6 months ('the Suspension Period') or terminate this Contract forthwith.
- 8.16.3 If by the end of the Suspension Period the Parties have not agreed a further period of suspension or re-instatement of the Contract, this Contract shall terminate automatically.

8.17 Suspension or Termination without Default of the Bidder

- 8.17.1 The Client may, at its sole discretion, suspend or terminate this Contract at any time by so notifying the Bidder and giving the reason(s) for such suspension or termination.
- 8.17.2 Where this Contract has been suspended or terminated pursuant to relevant Clause, the Bidder shall:
- a. take such steps as are necessary to terminate the provision of the Services, (including suspending or terminating any Sub-Contracts) in a cost-effective, timely and orderly manner; and
 - b. provide to the Client, not more than 60 days after the Client notifies the Bidder of the suspension or termination of this Contract an account in writing, stating:
 - c. any costs due before the date of suspension or termination;
 - d. any costs incurred by the Bidder after the date of suspension or termination, which the Bidder necessarily incurred in the proper performance of this Contract and which it cannot reasonably be expected to avoid or recover.
- 8.17.3 Subject to the Client's approval, the Client shall pay such amount to the Bidder within 30 days of receipt from the Bidder of an Invoice in respect of the amount due.

8.18 Suspension or Termination with Default of the Bidder

- 8.18.1 The Client may notify the Bidder of the suspension or termination of this Contract where the Services or any part of them are not provided to the satisfaction of the Client, giving the reasons for such dissatisfaction and, in the case of suspension, the action required by the Bidder to remedy that dissatisfaction and the time within which it must be completed.
- 8.18.2 Where this Contract is suspended under relevant Clause 8.18.1 and the Bidder subsequently fails to remedy the dissatisfaction, the Client may terminate this Contract forthwith.

8.18.3 The Client may, without prejudice to its other rights, including but not limited to the right to claim for costs and losses incurred terminate this Contract forthwith where:

- a. The Bidder or any member of the Bidder's Personnel, either directly or through their servants or agents, breaches any of their obligations under this Contract; or
- b. the Bidder or any member of the Bidder's Personnel has committed an offence under the Prevention of Corruption Acts 1988 or the National Security Act 1980 or in breach of relevant Clause of this Contract; or
- c. the Bidder is an individual or a partnership and at any time:
- d. becomes bankrupt; or
- e. is the subject of a receiving order or administration order; or
- f. makes any composition or arrangement with or for the benefit of the Bidder's creditors; or
- g. makes any conveyance or assignment for the benefit of the Bidder's creditors; or
- h. the Bidder is a company and:
 - i. an order is made or a resolution is passed for the winding up of the Bidder; or
 - ii. A receiver or administrator is appointed in respect of the whole or any part of the undertaking of the Bidder.
 - iii. The Bidder is a partnership or a company and there is a Change in Control. However, the Contract will continue if the Client states that it has 'no objection' to the continuation of the Contract after the Change in Control.

8.18.4 Where this Contract is terminated in accordance with this Clause, the Bidder shall without prejudice to the Client's other remedies, take any steps necessary to terminate the provision of the Services in a timely and orderly manner but shall not be entitled to any further payment in relation to this Contract.

GENERAL PROVISIONS

8.19 Variations

8.19.1 No variation/amendment in the terms or scope of this Contract shall be effective without the prior written consent of both Parties and recorded in writing in the form of a letter entitled 'Contract Amendment No.....'. Without such consent neither Party shall have any liability in respect of work performed outside the Services set out in relevant Section.

8.19.2 Notwithstanding anything mentioned in relevant clause the client reserves the right to make any alterations/amendments to the terms of the contract including the 'Terms of reference' /Period of Contract in furtherance of or to be in conformity with any relevant Government note/guidelines/notification or any other statutory/quasi statutory instrument in the nature of the aforementioned; which is/are brought in force during the subsistence of the contract. Any amendment shall only be for the stated purposes and due notice will be given by the client.

8.20 Assignment

8.20.1 The Bidder shall not, without the prior written consent of the Client, assign or transfer or cause to be assigned or transferred, whether actually or as the result of takeover, merger or other change of identity or character of the Bidder, any of its rights or obligations under this Contract or any part, share or interest therein.

8.21 Limit of Liability

8.21.1 Except where there has been misconduct, gross negligence, dishonesty or fraud on behalf of the Bidder or the Bidder's Personnel the Bidder's liability under this Contract shall be subject to the amount of the Financial Limit.

8.22 Retention of Rights

8.22.1 Relevant clauses listed under relevant Section shall continue in force following the termination of this Contract.

8.23 Law and Jurisdiction

8.23.1 This Contract shall be governed by the laws of Republic of India.

8.24 Amicable Settlement

8.24.1 This Contract shall constitute the entire Agreement between the Parties, and may not be altered or amended except by the written agreement of the Parties. No duties, obligations, liabilities or warranties other than those expressly provided in this Contract and its attachments shall be applied. Both Parties to this Agreement will make every attempt to resolve in an amicable way all differences concerning the interpretation of this Contract and the execution of the work. Any dispute or disagreement which cannot be resolved by both Parties and any controversy claim or dispute otherwise arising in connection with this Contract or breach thereof shall be referred to an arbitrator to be agreed between the Parties or, failing such agreement, will be referred to the Client's City Courts.

8.24.2 The decision of the arbitrator shall be final and binding on both Parties.

8.24.3 ARBITRATION- The place of arbitration shall be Odisha

9. FORMATS

Format-I - PROJECT EXPERIENCE

The information regarding the relevant experience of the firm should be provided in the format below

Project Name:	Location of Project:
Name of Client:	Address of Client:
Start date (month/year): Completion date (month/year):	Approximate value of services:
No. of staff provided: by your firm:	Number of staff months provided by your firm:
Name of Associate Firm:	No. of months of professional staff provided by Associate Firm:
Narrative description of Project Include the following information: <input type="checkbox"/> Project Brief <input type="checkbox"/> Project cost <input type="checkbox"/> Current status	
Description of actual services provided by your Staff:	
Name of Senior Staff of your firm involved and functions performed:	

- The Project Data Sheets should necessarily be accompanied with copies of work orders / advisory services agreements/service certificates from clients / as applicable, as proof of experience. Projects without proof of experience shall not be considered for evaluation.

FORMAT II - FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY STAFF

General Information

Name of Staff	:	
Profession	:	
Years with Firm	:	
Nationality	:	
Area of Specialization	:	
Proposed Position on Team	:	

Key Qualifications

Project Details	Degree of responsibility/ Experience

Education

Degree	Name of Institute	Year

Experience

POSITION HELD	
Duration	
Location	
Types of activities performed	
Names of relevant projects handled	
Client References	

Certification

- I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

Signature

FORMAT-III: ANNUAL FINANCIAL TURNOVER OF PROFESSIONAL CONSULTANCY FEES OF LAST THREE YEAR OF THE FIRM/CONSULTANT

S.No	Year	Professional Consultancy Fee in Indian Rupees
1	2015-2016	
2	2016-2017	
3	2017-2018	
Average for Three Years		

- Note: Attested Copy of Audited Balance sheets and Income Tax Return (along with statement of income) for above mentioned years needs to be submitted along with this form.

FORMAT-IV: COMPANY/ FIRM RELATED INFORMATION

Application are requested to complete the information in this form.

1. Name of the Firm:
2. Nationality:
3. Address:
Registered Office:
Head Office:
Mobile:
Landline:
E-Mail:
Website:
4. Year of Incorporation/Registration:
5. Constitution: Individual / Sole Proprietorship Concern / Partnership Firm / Public Ltd. Co. / Private Ltd. Co. / NGO
6. If Partnership firm, names of the partners/If Company, name of the Director
7. Name of Authorized Signatory for the assignment and Nationality:
8. Place of Business:
9. Full time Technical Staff in Applicant's employment

Certificates

- I/we (including all partners) certify that I/we have read the terms of condition of Expression of Interest for selection of Consultants as amended up to date and shall abide by them.
- I/we certify that the information given above is true to the best of our knowledge.
- I/We also understand that if any of the information is found wrong I am / we are liable to debarred.

Name of Applicant

Signature of Applicant

10. APPENDIX

APPENDIX – I: LETTER OF PROPOSAL

(In the Letterhead of Applicant)

Dated:

To

**Chief Executive Officer,
DMF Office, 1st Floor,
DRDA Building,
Sundargarh (Odisha) -770001**

Sub: Proposal for Selection of Technical Consultant for "PLANNING AND DESIGNING FOR COMPREHENSIVE DEVELOPMENT OF SPORTS INFRASTRUCTURE AT BHAWANIPUR, SUNDARGARH (ODISHA)."

Dear Sir,

1. With reference to your RFP document dated, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Proposal for the aforesaid Project. The Proposal is unconditional and unqualified.
2. All information provided in the Proposal and in the Appendices is true and correct.
3. I/ We shall make available to the Collector & Chairperson; DMF any additional information it may find necessary or require to supplement or authenticate the Bid.
4. I/ We acknowledge the right of the Collector & Chairperson, DMF to cancel the bidding process at any time or to reject any Proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. I/ We declare that:
 - a. I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Collector & Chairperson, DMF.
 - b. I/ We do not have any conflict of interest in accordance with the provision set out in the RFP document;
 - c. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in relevant Clause of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Collector & Chairperson, DMF or any other public sector enterprise or any government, Central or State; and
 - d. I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of relevant Clause of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
6. I/ We declare that we are not a Member of a/ any other firm submitting a Proposal for the Project.

7. I/ We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
8. I/ We further certify that no investigation by a regulatory Collector & Chairperson, DMF is pending either against us or against our Associates or against our CEO or any of our Directors/ Managers/ employees.
9. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the referred to above, we shall intimate the Collector & Chairperson, DMF of the same immediately.
10. In the event of my/ our being declared as the successful Bidder, I/We agree to enter into a Service Agreement in accordance with the draft that has been provided to me/us prior to the Proposal Due Date.
11. The Consultancy Fee has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, General Conditions of contract.
12. The Bid Security in the form of a Demand Draft / FDR
13. I/We agree and undertake to abide by all the terms and conditions of the RFP document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP document.

Yours faithfully,

(Name & Signature of the Authorized signatory)

Place:

Date:

Name and seal of Bidder:

APPENDIX – II: POWER OF ATTORNEY FOR SIGNING OF PROPOSAL

(On Letter head)

Know all men by these presents, we, **(Name of the Firm and Address of the Registered Office)** do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms (Name), son/daughter/wife ofand presently residing atwho is [presently employed with us/ and holding the position of], as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal "**Selection of Consultancy Firm/ Agency for Preparation of Detailed Project Report(DPR) for Development of Sports Infrastructure including Site Development, Land Scaping, Sports Surface, Road and Pathway, Sport Equipment's, Sound System etc. at Bhabanipur, Sundargarh (Odisha)**" by the Collector cum Chairperson, DMF, Sundargarh (the "Authority") including but not limited to signing and submission of all applications, Bids and other documents and writings, participate in Bidders' and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Service Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us and/or till the entering into of the Service Agreement with the Authority. AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,.....THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THISDAY OF 2018

For

(Signature)

(Name, Title and Address)

Witnesses:

1.

2

Accepted by:

[Notarised]

(Signature)

(Name, Title and Address of the Attorney)

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 executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Also, wherever required, the Bidder 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 Bidder.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued.

APPENDIX – III: TECHNICAL PROPOSAL

The Technical Proposal shall set out the approach and methodology proposed for the Project and shall comprise:

1. Approach and Methodology

Project Appreciation:

Team deployment details for the project including details of team member and their expertise:

Methodology of Project Management Consulting:

APPENDIX – IV: FINANCIAL PROPOSAL

(To be enclosed in a separate cover)

(On the Letterhead of the Bidder)

Date:

Sub: Selection of Consultancy Firm/ Agency for Preparation of Detailed Project Report(DPR) for Development of Sports Infrastructure including Site Development, Land Scaping, Sports Surface, Road and Pathway, Sport Equipment's, Sound System etc. at Bhabanipur, Sundargarh (Odisha) ."

Sir,

Having gone through this RFP document and the General Conditions of contract and having fully understood the scope of work for the Project as set out in this RFP, we are pleased to inform that we would charge Consultancy fee @.....% **(fees in words and up to 2 decimal only) of estimated cost excluding GST** (as defined in General conditions of Contract) inclusive of all taxes and inclusive of all out of pocket expenses, site visits, expenses of travel, documentation, communication and local office expenses incurred by consultants for carrying out the Services excluding service tax envisaged in this RFP document and General Conditions of contract.

We have reviewed all the terms and conditions of the RFP and undertake to abide by all the terms and conditions contained therein. We hereby declare that there are, and shall be no deviations from the stated terms in the RFP Document.

Yours faithfully,

For and on behalf of

.....

(Name of the Bidder)

(Signature of Authorized Signatory)

(Name and designation of the Authorised Person)

APPENDIX – V: STANDARD CONTRACT DOCUMENT

SECTION 1: FORM OF CONTRACT

CONTRACT FOR: [Insert Title of Consulting Services]

CONTRACT NUMBER: [Please insert project number]

THIS CONTRACT is made

BETWEEN: [insert Client] (hereinafter referred to as 'the Client')

AND: [name of Bidder – this should be the lead firm in case of association. IN case of JV, all partners should be mentioned] (hereinafter referred to as 'the Bidder')
[Please insert the name of the Bidder's representative and communication address of the Bidder]

WHEREAS:

- A. the Client requires the Bidder to provide the services as defined in relevant Section of RFP ('the Services') ; and
- B. the Bidder has agreed to provide the Services on the terms and conditions set out in this Contract.

IT IS HEREBY AGREED as follows:

1. **Documents:** This Contract comprises the following documents:

SECTION A: INSTRUCTION TO BIDDERS

SECTION B: EVALUATIONS OF PROPOSALS

SECTION C: SCOPE OF SERVICE

SECTION D: GENERAL CONDITIONS OF CONTRACT

SECTION E: FORMATS

SECTION F: APPENDIX

This Contract constitutes the entire agreement between the Parties in respect of the Bidder's obligations and supersedes all previous communications between the Parties,

2. **Contract Signature:**

If the Original Form of Contract is not returned to the Contract Officer (as identified in Section 3) duly completed, signed and dated on behalf of the Bidder within 30 days of the date of signature on behalf of the Client, Client, or participating ULBs will be entitled, at its (their) sole discretion, to declare this Contract void.

No payment will be made to the Bidder under this Contract until a copy of the Form of Contract, signed on behalf of the Bidder, is returned to the Contract Officer.

3. **Commencement and Duration of the Services**

The Bidder shall start the Services on [insert start date] ('the Start Date') and shall complete them by [insert end date] ('the End Date') unless this Contract is terminated earlier in accordance with its terms and conditions.

4. **Financial Limit**

Payments under this Contract shall not, in any circumstances, exceed [insert total percentage in numbers and words] exclusive of all applicable government taxes – National and State, as applicable

5. Time of the Essence

Time shall be of the essence as regards the fulfilment by the Bidder of its obligations under this Contract.

For and on behalf of Client

Name:

Date:

For and on behalf of Bidder

Name:

Date:

Witness 1

Name:

Date:

Address:

Witness 2

Name:

Date:

Address: