

ଜିଲ୍ଲା ଖଣିଜ ପଦାର୍ଥ ପ୍ରତିଷ୍ଠାନ, ସୁନ୍ଦରଗଡ଼

DISTRICT MINERAL FOUNDATION, SUNDARGARH.



ସୁନ୍ଦରଗଡ଼

BID REF. NO: -DMF/SNG/05/2020-21

Date: -26.06.2020

***NATIONAL COMPETITIVE BIDDING TENDER DOCUMENT
FOR
"SELECTION OF ARCHITECTURAL CONSULTANCY FIRM/ AGENCIES FOR
PREPARATION OF DETAILED PROJECT REPORT(DPR) FOR
DEVELOPMENT OF EDUCATION INFRASTRUCTURE IN SUNDARGARH
DISTRICT, ODISHA OUT OF OMBADC /DMF FUND***

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



District Mineral Foundation
Collectorate premises, Sundargarh-770001
Email ID: dmfsundergarh@gmail.com
Tel No. - 06622-273846

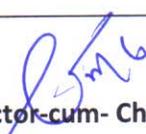
ଜିଲ୍ଲା ଖଣିଜ ପ୍ରତିଷ୍ଠାନ, ସୁନ୍ଦରଗଡ଼ DISTRICT MINERAL FOUNDATION, SUNDARGARH

Letter No. 1079 /(DMF)

Dated 25/08/2020

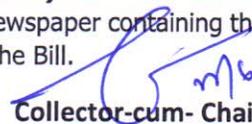
Bid Identification No. DMF/SNG/05/2020-21

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 ARCHITECTURAL CONSULTANCY FIRM/ AGENCIES FOR PREPARATION OF DETAILED PROJECT REPORT(DPR) FOR DEVELOPMENT OF EDUCATION INFRASTRUCTURE IN SUNDARGARH DISTRICT, ODISHA OUT OF OMBADC /DMF FUND" 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 ARCHITECTURAL CONSULTANCY FIRM/ AGENCIES FOR PREPARATION OF DETAILED PROJECT REPORT(DPR) FOR DEVELOPMENT OF EDUCATION INFRASTRUCTURE IN SUNDARGARH DISTRICT, ODISHA OUT OF OMBADC /DMF FUND"
3.	Tender(Bid) Cost	:-	Rs.10,000/-
4.	EMD	:-	Rs. 1,00,000/-
5.	Places where works will be executed	:-	Sundargarh, Odisha
6.	Availability of bid document in the website	:-	From 11.00 A.M. of 26.06.2020 to 07.07.2020 up to 5:00 P.M.
7.	Last date of receipt of Bid	:-	07.07.2020 up to 5:00 P.M.
8.	Mode of Receipt of Bids	:-	Through Speed Post/ Registered Post (India Post)/ by Hand/by courier and in no other means.
9.	Date of opening of Technical Bid and Commercial Bid	:-	Date: 08.07.2020 at 11:00 A.M.
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
12.	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. 1080 / (DMF)/ Dated 25/06/2020 //

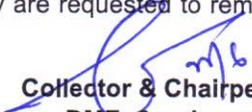
Copy forwarded to the Editor, The New Indian Express ravikumar.m@newindianexpress.com with a request to publish in their Daily English Newspapers (All INDIA CIRCULATION)/ Editor, SAMAJ (E-Mail: samaja.sng@gmail.com) & DHARITRI (jayadharitrisng@gmail.com) before 26-06-2020 for wide publication & circulation 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. 1081 / (DMF)/ Dated 25/06/2020 //

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. 1082 / (DMF)/ Dated 25/08/2020 //

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.26-06-2020 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,
Sundargarh (Odisha)

Ref. No. : - DMF/SNG/05/2020-21

Date : - 26-06-2020

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 ARCHITECTURAL CONSULTANCY FIRM/ AGENCIES FOR PREPARATION OF DETAILED PROJECT REPORT(DPR) FOR DEVELOPMENT OF EDUCATION INFRASTRUCTURE IN SUNDARGARH DISTRICT, ODISHA OUT OF OMBADC /DMF FUND”**

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 **07.07.2020 till 5.00 P.M.** accompanied by an **Earnest Money Deposit for an amount of Rs.1,00,000.00 in the form of DD/TDR 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- 08-07-2020 at 11:00 A.M.** in **Collector Office Chamber, 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	26.06.2020 From 11:00 AM
ii) Proposal Due Date	07.07.2020 up to 5:00 PM
iii) Technical and Financial Bid Opening Date	08.07.2020 at 11:00 AM

3. DATA SHEET

1	Name of work	SELECTION OF ARCHITECTURAL CONSULTANCY FIRM/ AGENCIES FOR PREPARATION OF DETAILED PROJECT REPORT(DPR) FOR DEVELOPMENT OF EDUCATION INFRASTRUCTURE IN SUNDARGARH DISTRICT, ODISHA OUT OF OMBADC /DMF FUND
2	Method of selection	Lowest cost basis
3	Joint venture	No
4	Contract person	Mr. Sribastab Patra , Manager , Contact no. # 8249711593
5	Last date of bid submission	07.07.2020 till 5:00 PM
6	Cost of Document	Rs. 10,000/-
7	EMD	Rs. 1,00,000/-
8	Opening of Technical proposal and Financial proposal	08.07.2020 at 11:00 PM
9	Address	Chief Executive Officer, District Mineral Foundation, Sundargarh (Odisha) – 770001 Email: dmfsundergarh@gmail.com

4. INSTRUCTION TO BIDDERS

4.1 General terms of Bidding

- 4.1.1 An Applicant can submit only one Proposal.
- 4.1.2 The Bidder should submit a affidavit as per the format at ANNEXURE – 8
- 4.1.3 The Financial Proposal should be furnished in the format at ANNEXURE – 11
- 4.1.4 The Proposal and all communications in relation to or concerning the Bidding Documents shall be in English language.
- 4.1.5 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.

4.2 Cost of Bidding

- 4.2.1 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.

4.3 Site visit and verification of information

- 4.3.1 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 as 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.
- 4.3.2 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.

4.4 Right to accept and to reject any or all Bids

4.4.1 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.

4.4.2 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.

4.4.3 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.

4.4.4 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.

4.4.5 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.

4.5 Short listing of Vendors:

4.5.1 DMF will shortlist technically qualifying vendors and the financial bid of only these vendors will be opened. DMF reserves the right to decide whether the items being quoted are as per the requirement of the DMF and are of standard in the market. DMF reserves the right to decide which offer best suits the requirement of the DMF. Further, after opening financial bids of the short-listed tenders, if there is a discrepancy between word and figure, the amount indicated in words will prevail. DMF reserves the rights to distribute the total work , among the technically qualified bidders with L1 price

4.6 Clarifications

- 4.6.1 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.
- 4.6.2 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.
- 4.6.3 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.

4.7 Format and Signing of Proposals

- 4.7.1 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.
- 4.7.2 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.

4.8 Sealing and Marking of Proposal

- 4.8.1 The Bidder shall submit the Proposal in the format specified in relevant clause, and seal it in envelopes.
- 4.8.2 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. Bid Security in the prescribed format
- b. Processing fees & EMD to be enclosed.
- c. Earnest Money Deposit & Tender Fee is Exempted for MSME bidder. The relevant document must be submitted.

Envelope 2: "Financial Proposal"

- a. Proposal consisting of the Bidders' financial offer for the Project in the format set out in ANNEXURE 11 of this document. The Financial Proposal shall be quoted as @.....% fees, inclusive of all 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.

4.8.3 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 ARCHITECTURAL CONSULTANCY FIRM/ AGENCIES FOR PREPARATION OF DETAILED PROJECT REPORT(DPR) FOR DEVELOPMENT OF EDUCATION INFRASTRUCTURE IN SUNDARGARH DISTRICT, ODISHA OUT OF OMBADC /DMF FUND”** 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.

4.8.4 Each of the envelopes shall be addressed to:

Chief Executive Officer, DMF, Sundargarh
DMF 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.

4.8.5 Bids submitted by fax or e-mail shall not be entertained and shall be rejected.

4.9 Proposal Due Date

4.9.1 Proposal should be submitted before 5:00 PM on the Proposal Due Date at the address.

4.9.2 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.

4.10 Late Proposals

4.10.1 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.

4.11 Rejection of Proposals

4.11.1 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.

4.11.2 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.

4.11.3 Proposals will not be accepted if document fee & EMD, payable at Sundargarh is not submitted in a separate envelope with the bid document.

4.12 Validity of Proposals

- 4.12.1 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.

4.13 Confidentiality

- 4.13.1 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.

4.14 Correspondence with the Bidder

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

4.15 Bid Security

- 4.15.1 The Bidder shall furnish **EMD amount Rs.1,00,000/-** with the Proposal in the form of a FDR/STDR/TDR 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.
- 4.15.2 Any Proposal not accompanied by the EMD shall be rejected by the Collector & Chairperson, DMF as non-responsive.
- 4.15.3 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.
- 4.15.4 The Successful Bidder's Bid Security will be retained as a part of the performance security.
- 4.15.5 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

4.16 Modification/ substitution/ withdrawal of Proposals

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

5. EVALUATIONS OF PROPOSALS

Method of Selection shall be Lowest Cost basis . 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.

5.1 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.

5.2 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 ANNEXURE – 8,
- 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.

5.3 Technical Proposal

5.3.1 Technical Eligibility Criteria

The interested bidders should meet the following minimum qualifying criteria: -

(A) Work experience: -

(I) Experience of having provided Architectural & Consultancy services for successfully completed similar work during the last 5 Years ending previous day of last date of submission of tenders

- a. Three Similar works each costing not less than Rs. 3.00 Cr. of the estimated cost of the project.

OR

- b. Two Similar works each costing not less than Rs. 5.00 Cr. of the estimated cost of the project

OR

c. One Similar works each costing not less than Rs.10.00 Cr. of the estimated cost of the project
"Similar works for building work" Shall mean Schools, Hostels, Library, Science Lab, Play Ground Development, AganWadi Building, Auditorium, Residential/ Non- Residential Building works of any no. of storeys

(II) The past experience in similar nature of work should be supported by certificates issued by the clients organisation. In case the work experience is of private sector, the completion certificate shall be supported with copies of the letter of Award/ Contract agreement and corresponding TDS Certificates. Value of work will be considered commensurate with the value of TDS Certificates.

(III) Joint-venture / consortia of firms / companies shall not be allowed and the bidders should meet the above criteria themselves.

(IV) **Certificates of Subsidiary/Group Companies:** - Any company/firm while submitting tender can use the work experience of its subsidiary company to the extent of its ownership in the subsidiary company. However, the companies/firms which intend to get qualified on the basis of experience of the parental company/group company/ own works, shall not be considered. In case of a Company/firm, formed after merger and/ or acquisition of other companies/firms, past experience and other antecedents of the merged/ acquired companies/firms will be considered for qualification of such Company/firm provided such Company/firm continues to own the requisite assets and resources of the merged/ acquired companies/firms relevant to the claimed experience.

(B) Financial Strength:

1. The Average annual financial turnover for last 3 years shall be at least Rs. 50.00 Lakhs of the estimated consultancy fee put to tender. The requisite Turn Over shall be duly certified by a Chartered Accountant with his Seal/ signatures and registration number.
2. The intending tenderer(s) must read the terms and conditions of this GCC carefully. He should only submit his bid if eligible and in possession of all the documents required.

3. Information and Instructions for tenderers posted on website shall form part of bid document.
4. The tenderer(s) is/are required to quote strictly as per the terms and conditions, specifications, standards given in the tender documents and not to stipulate any deviations.
5. Collector-Cum Chairperson, DMF, reserves the right to reject any or all tenders or cancel/withdraw the Invitation for Bids without assigning any reason whatsoever and in such case no tenderer / intending tenderer shall have any claim arising out of such action.
6. The acceptance of any or all tender(s) will rest with Collector-Cum Chairperson, DMF, Sundargarh who does not bind itself to accept the lowest tender and reserves to itself the right to reject any or all of the tenders received without assigning any reason thereof.
7. On acceptance of tender, the name of the accredited representative(s) of the Architect / Consultant who would be responsible for taking instructions from Engineer-in-Charge or its authorized representative shall be intimated within 07 days of issue date of Letter of Award(LOA)/ Letter of Intent(LOI) by Collector-Cum Chairperson, DMF,.
8. Date of Start of work shall be reckoned within 7 days day after issue of the letter of Award (LOA)/ Letter of Intent (LOI) by Collector-Cum Chairperson, DMF, Sundargarh
9. **Only One Proposal:** - The Architect /consultant firm shall only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified. However, this does not limit the participation of the same Sub-Consultant, including individual experts, to more than one proposal .

5.3.2 Technical Bid Proposal

- a) The Technical bid shall not include any financial information. A Technical bid containing financial information shall be declared non responsive / invalid.
- b) The Technical bid may be declared non responsive / invalid, if the bid is not accompanied by the requisite documents as stipulated in tender document.

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:-

Sl. No	Evaluation Criteria	Points
A	FIRM PROFILE	40
1	Firm Overall experience Less than 5 Years – 0 Marks 5 Years to 10 Years – 10 Marks Above 10 Years – 15 Marks	15
2	Bidder turn over Average Annual Turnover of last 3 years Above 50.00 Lakhs – 10 Marks	10
3	Key personals engaged in consulting	
A	Team Leader – Architect with 15 Years' Experience	5
B	Architect with 10 Years' Experience and 2 Eligible Project Experience	5
C	Structural Engineer with 10 Years' Experience	5
B	FIRM EXPERIENCE	20
2	Eligible Assignment	20

	Schools, Hostels, Library, Science Lab, Play Ground Development, AganWadi Building, Auditorium, Residential/ Non- Residential Building with Reference to clause No. 5.3.1	
C	APPROACH AND METHODOLOGY power point presentation (or ppt) for 5 Min. in front of Tender evaluation Committee on 08.07.2020	40
1	Understanding of the development of each school	15
2	Best Practises for Development of Education Infrastructure. i. Comprehensive architectural plan & 3D modelling of model schools & hostel etc. ii. Architectural Plan & 3D modelling of Model Anganwadi centre	25

Bidders obtaining at least **70 marks** shall be eligible for financial proposal to be opened & lowest percentage quoted bidder shall be selected.

5.4 Contacts during Proposal Evaluation

5.4.1 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.

5.5 Miscellaneous

5.5.1 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.

5.5.2 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.

5.6 Required qualification and experience of key personnel's-

Team leader/ Proprietor/ Partners of the firm should be an Architect by profession with valid Council of Architecture License and with minimum qualification of Bachelors of Architecture from reputed Institutions and for Structural Engineer with minimum qualification of Bachelors of Technology from reputed institutions, in their respective branch of architecture / engineering. They should have at least 5 years working experience in the relevant field.

6. SCOPE OF SERVICE

6.1 Scope of Works

The Scope of Works for the Comprehensive Design & development of each school .

Education infrastructure

A. Developing the Project Brief:

- (a) To develop the requirements and minimum specifications
- (b) To understand the requirements and complying with the standards from the departments.
- (c) Survey including soil investigation of each school of the district & preparation of DPR as per the requirement.

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.
- (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 department.
- (d) The Interior Design for the Buildings & other areas described in RFP
- (e) Structural design, MEP design etc
- (f) Design of Education infrastructure of each school of Sundargarh district. Development of each school include New school buildings , hostels , kitchen room & Dinning hall including all accessories , Library rooms & infrastructure , Science laboratory including education elements , smart class & furniture , Auditorium , Approach road , Toilet , storm drainage , Drinking water facility, lighting & existing school renovation work ,Anganwadi centre , Landscaping etc. . School wise DPR has to be prepared by the Architectural firm.

- (g) Submission of architectural drawings, BOQ & Technical specification for tender.
- (h) Submission of detail estimate based on Odisha Schedule of Rates/DSR with rate analysis / market rate.
- (i) Submission of Bill of Quantity for Technical Sanction and inviting tenders.
- (j) Submission of structural design, drawings of all the structures duly prepared by Structural Engineer & vetted by IITs/NITs / Govt. institution.
- (k) Modification of drawings during execution as per requirements of the client.
- (l) Visit of site during the construction period to clarify the drawings, design and other related issues in the field during execution as per requirements, (Minimum 05 Visits) of each school. Beyond 05 visits, actual expenditure on Air fare (Economy class) & boarding charges will be reimbursed by Collector & Chairperson, DMF.

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.

6.2 Design Principles and Standards

6.2.1 The facility should have innovative design, process and operational aspects for energy efficiency and cost effectiveness.

6.2.2 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,
- 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.

6.3 Deliverables

Sl. No.	Description	Deliverables
1	Conceptual Designs, Design report, Master-plan etc. Project including Schematic Design, Cost Estimates etc.	2 hard copies and 2 soft copies

6.4 Project Timelines and Payment Schedule

Sr	Activities	Deliverables	Timeline
1	Approval of DPR	Minimum 15 no. schools / Anganwadi	Every month

6.4 Payment Terms

6.4.1 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	Approval of DPR including structural Designs, Drawings, cost estimate and Master-plan of each school.	50 %
2	Submission of all Working Drawings & Good for Construction Drawings.	25 %
3	Site visit and explaining of all drawings on site with Engineer IN charge. Satisfying all the needs and queries by the contractor of the project (Submission of Progress & site visit report including GPS photograph)	10%
3	After completion of Project	15 %*

*15 % Payment shall be released after completion of project.

7. GENERAL CONDITIONS OF CONTRACT

7.1 Definitions

- i. 'The Bidder' means the person(s), LLP or firm 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. '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.
- vi. 'Contract Documents' means the documents listed in the Contract Agreement, including any amendments thereto.
- vii. '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.
- viii. '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.
- ix. 'GCC' means General Conditions of the Contract.
- x. 'SCC' means the Special Conditions of Contract.
- xi. '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.

7.2 Interpretation

- 7.2.1 In the event of any inconsistency between the Form of Contract, these General Conditions and the Special Conditions, the Special Conditions shall prevail.
- 7.2.2 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.
- 7.2.3 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.

7.3 Obligations of the Bidder

- 7.3.1 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.

7.4 Personnel

- 7.4.1 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.
- 7.4.2 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.

- 7.4.3 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.
- 7.4.4 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.
- 7.4.5 Bidder to submit an undertaking stating that the full time Bidder engaged on this contract will not be deployed on any other assignments.

7.5 Disclosure of Information

- 7.5.1 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.

7.6 Confidentiality

- 7.6.1 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.

7.7 Access and Audit

- 7.7.1 The Bidder shall keep accurate and systematic accounts, files and records ('the Records').
- 7.7.2 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.
- 7.7.3 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.

7.8 Corruption, Commission and Discounts

- 7.8.1 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.

- 7.8.2 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.

7.9 Conflict of Interest

- 7.9.1 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.
- 7.9.2 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.

7.10 Indemnity

- 7.10.1 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 tortuous acts or omissions by the Bidder or the Bidder's Personnel or any claims made against the Client by third parties in respect thereof.

7.11 Payments

- 7.11.1 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.
- 7.11.2 If for any reason the Client is dissatisfied with performance of this Contract or there has been 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.
- 7.11.3 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.
- 7.11.4 Escalation/Price Variation
- No claim / additional fees on account of any price variation/Escalation on whatsoever ground shall be entertained at any stage of works. Quoted fees shall be firm and fixed for entire contract period as well as extended period for completion of the works.
- 7.11.5 Commencement of Work:
- The commencement of work will be considered from 10th day of issuance of LOA. The architect/Consultant has to submit detailed program of the work as per the below mentioned guidelines within 10 days from the date of commencement of the work. The time schedule submitted by the architects shall include time for obtaining required approvals, completion certificate etc. from local bodies. However, if delay is caused by the local bodies beyond reasonable control of the consultant, the department may consider such delays favourably.

7.11.6 Compensation for Delay:

The time allowed for carrying out the work as specified in shall be strictly observed by the consultants and shall be deemed to be the essence of the contract on the part of the consultants. The work shall throughout, the stipulated period of the contract, be processed with all diligence.

The Consultant will be required to complete the entire job within stipulated time. No extension of time for completing the same shall be given owing to any variations made in the works by the orders of the clients, unless the clients in consequences of such variations extends the time allowed to Collector-Cum Chairperson, DMF for the completion of the works.

In case the Consultant fails to complete the work within the Contract period or extended period as above owing to reasons attributable to Consultant, liquidated damages @ Rs. 2.00 Lakhs per Month. If the work is held up at site due to non-availability of Drawings/Specifications/Other Details as per @ 0.5% per week of the total fee of the project, schedule penalty, proportionate to the value of the work which is held up, shall be imposed on the consultant.

7.11.7 Abandonment of Work:

At any time after start of work, the client decides to abandon or reduce the scope of work for any reason whatsoever and hence not required the whole or any part of the works to be carried out, Collector-Cum Chairperson, DMF shall give notice in writing to this effect to the Consultant and the consultant shall have no claim for any payment of compensation, or otherwise whatsoever, on account of any profit or advance which he might have derived from the execution of works in full but which he did not derive in consequence of the foreclosure of the whole or part of the work.

7.11.8 Termination

Collector-Cum Chairperson, DMF without any prejudice to its right against the consultants in respect of any delay or otherwise or to any claims or damages in respect of any breaches of the contract and without prejudice to any right or remedies under any of the provisions of this contract may terminate the contract by giving one months' notice in writing to the consultants and in the event of such termination, the consultants shall be liable to refund the excess payment, if any, made to them over and above what is due in terms of this agreement on the date of termination. Collector-Cum Chairperson, DMF may make full use of all or any of the drawings prepared by the consultants.

In case due to any circumstances, Collector-Cum Chairperson, DMF decides to curtail the scope of work or totally abandon the work, the payment to the consultants would be made based on Clause 6.4.1 above and approved preliminary estimate or estimated cost or awarded cost whichever is less up to the stage of work executed by him immediately before taking such a decision, provided equivalent payment is made by the client to Collector-Cum Chairperson, DMF.

7.12 Taxes and Duties

7.12.1 The Bidder shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed within/outside India.

7.12.2 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.

7.13 Force Majeure and Termination

- 7.13.1 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.
- 7.13.2 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.
- 7.13.3 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.

7.14 Suspension or Termination without Default of the Bidder

- 7.14.1 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.
- 7.14.2 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.
- 7.14.3 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.

7.15 Suspension or Termination with Default of the Bidder

- 7.15.1 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.
- 7.15.2 Where this Contract is suspended under the Bidder subsequently fails to remedy the dissatisfaction, the Client may terminate this Contract forthwith.
- 7.15.3 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.
- 7.15.4 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

7.16 Variations

- 7.16.1 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.

7.17 Assignment

- 7.17.1 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.

7.18 Limit of Liability

- 7.18.1 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.

7.19 Retention of Rights

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

7.20 Amicable Settlement

- 7.20.1 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.

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

7.20.3 ARBITRATION- The place of arbitration shall be Sundargarh, Odisha .

7.21 Responsibilities for Accuracy of Project Proposals

- a) The Consultant shall be responsible for the accuracy of the technical / financial data collected and the designs, drawings, quantities and estimates prepared by him as a part of the project. He shall indemnify Collector-cum Chairperson, DMF & Client against any inaccuracy in the work, which might surface out at the time of ground implementation of the project. In such an eventuality, the consultant will be responsible to correct the drawings including re-investigations etc. as required without any extra cost implication on Collector-cum Chairperson, DMF.
- b) The Consultant shall fully indemnify Collector-cum Chairperson, DMF from and against all claims and proceedings for or on account of any infringement of any patent right, design, trade mark or name or other protected rights in respect of any construction plant, machinery work or material used for or in connection with the work or temporary works.
- c) Collector-cum Chairperson, DMF reserves the right to award the work of one or more sectors/area to one or more consultant. Nothing extra shall be paid on this account. Further the payment of consultancy fees shall be regulated as mentioned under the Clause 6.4.1 "Mode of Payment".

7.22 Withholding and Lien of Payment

Whether any claim or claims for payment of money arises out of or under the contract against the Consultant, Collector-cum Chairperson, DMF shall be entitled to withhold and also to have a lien to retain in whole or in part, the security deposit, performance guarantee and or to withhold and have a lien to retain in part or in full the payments due to the consultant, or any claims of the consultant, so as to cover the claimed amount till the claim arising out of or under the contract is determined by the competent court.

7.23 FORECLOSURE OF CONTRACT BY COLLECTOR-CUM CHAIRPERSON, DMF

If at any time after the commencement of the work Collector-Cum Chairperson, DMF shall for any reason whatsoever if required to foreclose the work or is not require the whole work thereof as specified in the tender to be carried out, the Engineer-in-Charge shall give notice in writing of the fact to the consultant, who shall have no claim to any payment of compensation whatsoever on account of any profit or advantage which he might have derived from the work in full, but which he did not derive in consequence of the foreclosure of the whole or part of the works. \

7.24 SUSPENSION OF WORKS

- (a) The consultant shall, on receipt of the order in writing of the Engineer-in-charge, suspend the progress of the works or any part thereof for such time and in such manner as the Engineer-in-charge may consider necessary for any of the following reasons:
- i. On account of any default on part of the consultant, or
 - ii. For proper execution of the works or part thereof for reason other than the default of the consultant, or
 - iii. If the work is partly or fully abandoned/suspended by Collector- Cum Chairperson, DMF for any reasons.

The consultant shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Engineer-in-charge.

- (b) If the suspension is ordered for reasons (ii) and (iii) in sub-para (a) above.
- i. The consultant shall be entitled to an extension of the time equal to the period of every such suspension plus 25%. No adjustment of contract price will be allowed for reasons of such suspension.
 - ii. In the event of the consultant treating the suspension as an abandonment of the Contract by Collector- Cum Chairperson, DMF, he shall have no claim to payment of any compensation on account of any profit or advantage which he may have derived from the work in full or part.

8. FORMATS

Annexure 1 - GENERAL INFORMATION

1.	Name of Applicant/Company	
2.	Address for correspondence	
3.	Official e-mail for communication	
4.	Contact Person: Telephone Nos. Fax Nos. Mobile	
5.	Type of Organization: a) An individual b) A proprietary firm c) A firm in partnership (Attach copy of Partnership) d) A Limited Company (Attach copy of Article of Association) e) Any other (mention the type)	
6.	Place and Year of Incorporation	
7.	Details of Registration of Proprietor/Partners/Directors with various Institutions	
8.	Name of Directors/Partners in the organization and their status along with their qualifications.	
9.	Name(s) of the persons along with their qualification and designation, who is authorized to deal with DMF	
10.	Organization Chart of Key Personnel	
11.	Details of Awards/Appreciations supported with document to be submitted.	
12.	Bank Details Name of the Bank: Account Number: IFS Code: Name & Address of the Branch: MICR Code:	

Signature of Bidder with Seal

Annexure 2 - GST Registration Details

Sr. No.	Consultant / Vender Details	
1	Entity Name	
2	Address (As per registration with GST)	
3	City	
4	Postal Code	
5	Region/ State (Complete state Name)	
6	Permanent Account Number	
7	GSTN/ ARN/ UID/ Provisional ID No. (Copy of Acknowledgement required)	
8	Type of Business (As per registration with GST)	
9	Service Accounting Code/ HSN Code	
10	Contact Person	
11	Phone Number and Mobile Number	
12	E-mail ID	
13	Compliance Rating (If updated by GSTN)	

Signature of Bidder with seal

Annexure 3 - Organization setup of the company

S. No.	Name	Designation	Qualification	Professional Experience and details of work carried out	Years with firm	Remarks

Signature of Bidder with Seal

Annexure 4 - DETAILS OF EXPERIENCE CERTIFICATES FOR THE WORK EXECUTED DURING LAST 5 YEARS

S. N.	Name of work and its location	Name of Client	Date and No. of Completion Certificate	Date of Start	Date of Completion	Cost of the Work on completion	Value of TDS in case of Private Work	Reference and Page No. of Documentary Proof of the detail missing in completion certificate
1.								
2.								
3.								
4.								
5.								
6.								

1. Certified that the Completion Certificates of above works are enclosed with the Tender Documents.
2. Details mentioned in the above Form are as per Completion Certificates and have not been presumed.

If any detail is not mentioned in the Work Completion Certificate, documentary proof of detail is to be submitted and uploaded on Tender Website along with the Completion Certificate.

Signature of Bidder with Seal

Annexure 5 - PROFORMA FOR ON ROLL MANPOWER

Sr. No.	Manpower	Name of Employee	Designation	No. of Years with the Company	Total Experience in years
1.	Architects: B Arch with minimum 5 yrs of experience in the Consultancy (on roll).				
I					
II					
2.	Architects: B Arch with minimum 04yrs of experience in the Consultancy (on roll).				
I					
II					
3.	Structural Engineer: B. tech with 10 year experience or M. Tech with 5 year experience in structural Design. (on roll)				
4.	Graduate Mechanical, Electrical, Plumbing (MEP) Engineer (on roll)				

- Attach Copies of CVs.
- Attach Copies of Qualification.
- Zero marks will be given if CVs and Certificates of Qualification are not found enclosed.

Signature of Bidder with Seal

Annexure 6 - DETAILS OF SIMILAR WORKS EXECUTED DURING LAST 5 YEARS

S. No.	Name of Work for Which Experience Certificate has been Submitted	Name of Clients	Date and No. of Completion Certificate	Type of Work i.e. Residential or Non Residential	No. of Basements	No. of Storey	Height of Building	Ref. & Page No. of Documentary Proof of the Missing in completion certificate
1								
2								
3								
4								
5								
6								

If any detail is not mentioned in the Work Completion Certificate, documentary proof of detail is to be submitted

Signature of Bidder with Seal

Annexure 7 - TDS DETAILS FOR PRIVATE SECTOR PROJECTS

S. No.	Name of work	Name of Clients	Project Cost in Crores	Ref. No. and Date of issue of Completion Certificate	Cost of the work on completion in crores	Total Consultancy Fee for the Project In Lakhs	Payments received as per TDS in Lakhs	TDS Corresponding to the payments	Year wise TDS as per Form-26AS relating to the work
1.									
2.									
3.									
4.									
5.									
6.									

Note: Value of Work done will be considered commensurate with TDS Certificates

In case of multiple contracts undertaken from a Client, details of TDS/Form-26AS for each work mentioned above need to be segregated and given separately.

This form need to be supported with Form-26AS taken in HTML Format or Form-16A

**Signature of Chartered Accountant
with Stamp and Membership Number**

Signature of Bidder with Seal

**Annexure 8 – AFFIDAVIT (To be submitted by bidder on non-judicial stamp paper of
Rs. 100/- (Rupees one Hundred only) duly attached by Notary Public)**

Affidavit of Mr.....S/o.....
R/o

I, the deponent above named do hereby solemnly affirm and declare as under:

1. That I am the Proprietor/Authorized signatory of M/s.....Having its Head Office/Regd. Office at
2. That the information/documents/Experience certificates submitted by M/s..... along with the tender for (Name of work).....To Collector-Cum Chairperson, DMF, Sundargarh. are genuine and true and nothing has been concealed.
3. I shall have no objection in case Collector-Cum Chairperson, DMF, Sundargarh verifies them from issuing authority (ies). I shall also have no objection in providing the original copy of the document(s), in case Collector-Cum Chairperson, DMF, Sundargarh demand so for verification.
4. That__ (Name of the bidder) shall fully comply with the DIPP"s PPP- MII order no P-45021/2/2017/E II dated 15.06.17 and any further revision at any later date during the entire tenancy of the contract.
Note: In case of procurement for a value in excess of Rs 10 crore, above undertaking shall be provided from a statutory auditor or cost auditor of the company (in the case of companies) or from a practicing-chartered accountant (in respect of tenderer other than companies).
5. It is certified that all approved makes for each respective items to be used in the works are proposed by us Make in India(MII) only as per the norms of minimum local content required as defined in the public procurement (preference to Make in India) order 2017 or any subsequent revision.
In case, where reputed MII makes are not available, names of any imported/foreign makes shall not be specified, instead requisite specifications of the materials shall be given in the tender.
6. I hereby confirm that in case, any document, information & / or certificate submitted by me found to be incorrect / false / fabricated, Collector-Cum Chairperson, DMF, Sundargarh at its discretion may disqualify / reject / terminate the bid/contract and also forfeit the EMD / All dues.
7. I shall have no objection in case Collector-Cum Chairperson, DMF, Sundargarh verifies any or all Bank Guarantee(s) under any of the clause(s) of Contract including those issued towards EMD and Performance Guarantee from the Zonal Branch /office issuing Bank and I/We shall have no right or claim on my submitted EMD before Collector-Cum Chairperson, DMF, Sundargarh receives said verification
8. That the Bank Guarantee issued against the EMD issued by (name and address of the Bank) is genuine and if found at any stage to be incorrect / false / fabricated, Collector-

Cum Chairperson, DMF, Sundargarh shall reject my bid, cancel pre-qualification and debar me from participating in any future tender for three years.

9. I hereby confirm that our firm /company is not blacklisted/ barred /banned from tendering by Collector-Cum Chairperson, DMF, Sundargarh. If this information is found incorrect, Collector-Cum Chairperson, DMF, Sundargarh at its discretion may disqualify / reject / terminate the bid/contract.

10. The person who has signed the tender documents is our authorized representative. The Company is responsible for all of his acts and omissions in the tender.

I,, the Proprietor / Authorized signatory of M/s..... do hereby confirm that the contents of the above Affidavit are true to my knowledge and nothing has been concealed there from..... and that no part of it is false.

Verified atthis.....day of

DEPONENT
ATTESTED BY (NOTARY PUBLIC)

Annexure – 9 ANNUAL FINANCIAL TURNOVER OF PROFESSIONAL CONSULTANCY FEES OF LAST THREE YEAR OF THE FIRM/CONSULTANT

- i. Financial Analysis: This certificate is to be submitted in original along with the Bid Documents.

Sl. No	FY 2017-18	FY 2018-19	FY 2019-20	Professional Consultancy Fee in Indian Rupees
1				
2				
3				

- ii. Summarised page of Profit & Loss Account of previous three Financial Years is to be enclosed.

**Signature of Chartered Accountant
with Seal**

**Signature of the Bidder with Seal
with Seal**

To

**Collector and Chairperson
District Mineral Foundation,
Sundargarh (Odisha) Pin 770001**

Sub: Submission of Technical Compliance Proposal

Ref: SELECTION OF ARCHITECTURAL CONSULTANCY FIRM/ AGENCIES FOR PREPARATION OF DETAILED PROJECT REPORT(DPR) FOR DEVELOPMENT OF EDUCATION INFRASTRUCTURE IN SUNDARGARH DISTRICT, ODISHA OUT OF OMBADC /DMF FUND" (RFP No: _____ Dated: __/__/__)

Sir/ Madam

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to product and services as required and outlined in the RFP. We attach hereto our responses to Technical Compliance Criteria.

We confirm that the information contained in these responses or any part thereof, including the exhibits, and other documents and instruments delivered or to be delivered to Collector and Chairperson, DMF Sundargarh is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the department in its short-listing process.

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

We agree for unconditional acceptance of all the terms and conditions set out in the RFP document and also agree to abide by this RFP response for a period of 90 days from the date fixed for bid opening.

We hereby declare that in case we are chosen as successful bidder, we shall submit the PBG in the form prescribed in the RFP. We do hereby undertake, that until a contract is prepared and executed, this bid together with your written acceptance thereof, the RFP and placement of letter of intent awarding the contract, shall constitute a binding contract between us.

We agree that you reserve the right in absolute sense to reject all or any of the products/ services specified in the RFP response with or without assigning any reason whatsoever.

It is hereby confirmed that I am entitled to act on behalf of our company/ corporation/ firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Date:

Signature of Authorized Representative

Name of Agency:

Full Address:

Telephone No.

FINANCIAL BID**Annexure – 11**

Name of Work: - SELECTION OF ARCHITECTURAL CONSULTANCY FIRM/ AGENCIES FOR PREPARATION OF DETAILED PROJECT REPORT(DPR) FOR DEVELOPMENT OF EDUCATION INFRASTRUCTURE IN SUNDARGARH DISTRICT, ODISHA OUT OF OMBADC /DMF FUND

NAME OF ARCHITECT FIRM/CONSULTANT: -

Sl.No.	Description	Consultancy fee to be quoted in percentage	
		(in fig.)	(in words)
1	THE FEES FOR RENDERING OF ARCHITECTURAL & ENGINEERING DESIGN ,CONSULTANCY SERVICES FOR CONSTRUCTION ,AS PER SCOPE OF WORK AND TERMS AND CONDITIONS OF THE TENDER/CONTRACT DOCUMENT INCLUDING GST.	_____ %	

Signature & Stamp of tenderers

Block anme	Education Department		Tribal Welfare Dept		Govt. Aided Total	
	elementary	secondary	elementary	secondary	elementary	secondary
Balisankara	133	9	4	4	11	8
Bargaon	105	8	2	2	13	3
Biramitrapur Mpl	17	3	0	0	3	0
Bisra	88	7	5	2	5	8
Bonai	83	15	5	1	1	6
Gurundia	138	10	5	2	10	6
Hemgiri	136	16	3	3	0	5
Koira	139	6	17	4	1	5
Kuarmunda	104	13	6	3	28	6
Kutra	76	10	6	1	17	8
Lahunipara	150	13	12	3	4	7
Lathikata	125	12	2	1	14	6
Lephripara	109	12	4	3	7	8
Nuagaon	107	10	7	2	15	7
Rajgangpur	97	8	1	2	24	7
Rajgangpur Mpl	17	5	0	0	3	3
Rourkela Mpl	44	27	0	0	8	13
Subdega	87	11	0	2	10	6
Sundargarh	102	9	0	2	4	8
Sundargarh Mpl	21	3	0	0	0	4
Tangarpali	87	9	7	3	2	4
Grand Total	1965	216	86	40	180	128