



**GOVERNMENT OF ODISHA
HOUSING & URBAN DEVELOPMENT DEPARTMENT**

**“PREPARATION OF COMPREHENSIVE DRAINAGE
MASTER PLAN AND DETAILED PROJECT REPORT FOR
DRAINAGE SYSTEM OF NAC KUCHINDA AREA”**

TENDER DOCUMENT PART-1 - TECHNICAL BID



OFFICE OF THE NOTIFIED AREA COUNCIL KUCHINDA

CONTENTS

A. Tender document Part-I (Technical Bid)	1 to74
1. SECTION -I.	
Notice inviting consulting service	1-3
2. SECTION -II	
Instruction to consultant	4-25
3. SECTION -III	
Conditions of contract	26-39
4. SECTION - IV	
Terms of Reference	40-51
5. SECTION -V	
Schedule of supplementary information	52
6. SECTION-VI	
Addenda .	53
7. SECTION -VII	
Forms	54-74



SECTION - I

INVITATION FOR EXPRESSION OF INTEREST

COMPETITIVE BIDDING THROUGH e-Procurement

OFFICE OF THE NOTIFIED AREA COUNCIL, KUCHINDA

Bid Reference No. - *KCDA/NAC-13/2023-24*

No - *1772*


Date: - *6/11/23*

Invitation of Expression of Interest for "Preparation of Comprehensive Drainage Master Plan and Detail Project Report for Drainage System of NAC Kuchinda Area".

The Executive Officer, NAC Kuchinda, Kuchinda, (Odisha) on behalf of NAC Kuchinda invites Expression of Interest (EOI) for "Preparation of Comprehensive Drainage Master plan and Detail Project Report for NAC Kuchinda Area" from registered and eligible firm/ Consultant for tendering their bids through online mode only.


Name of the work: PREPARATION OF COMPREHENSIVE DRAINAGE MASTER PLAN AND
DETAIL PROJECT REPORT FOR DRAINAGE SYSTEM OF NAC
KUCHINDA AREA.

1. Intending bidders have to participate through "**On-Line**" bidding only. The website for online bidding is <https://www.tendersodisha.gov.in>.
2. The bid documents will be available in the above website from **10.00 A.M of Dt. 08.11.2023 to 5.30 P.M of Dt. 24.11.2023** for online bidding.
3. Bids received will be opened from e-Procurement System at **10.00 A.M onwards on Dt. 28.11.2023.**
4. The bidder must possess valid and compatible **Digital Signature Certificate (DSC)**.
5. Further details are available in the DTCN. The DTCN for the work shall be available during the aforesaid period in the e-procurement portal <https://www.tendersodisha.gov.in> for on-line bidding.


Executive Officer
Notified Area Council, Kuchinda

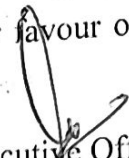
Memo No. *1772* /NAC Date. *06.11.2023*

Copy forwarded to the Dy. Director (Advertisement)-cum-Secretary to Govt., I & PR Department, Odisha, Bhubaneswar with a request to get it published in two leading Oriya Daily News Paper and One English Daily News Paper at an early date for wide circulation of the Tender call notice. Complimentary copy of the News Papers containing the Tender Call Notice may be sent to this office for reference and record. The bill will be submitted to the Executive Officer, Notified Area Council, Kuchinda for payment.


Executive Officer
Notified Area Council, Kuchinda


Memo No. 1774 /NAC Date. 06.11.2023

Copy submitted PA to Collector & District Magistrate, Sambalpur for favour of kind perusal
Collector, Sambalpur.


Executive Officer
Notified Area Council, Kuchinda

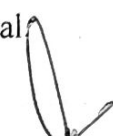
Memo No. 1775 /NAC Date. 06.11.2023

Copy submitted to the Project Director, DUDA, Sambalpur for favour of kind perusal.


Executive Officer
Notified Area Council, Kuchinda

Memo No. 1776 /NAC Date. 06.11.2023

Copy submitted to the Sub-Collector, Kuchinda for favour of kind perusal


Executive Officer
Notified Area Council, Kuchinda

Memo No. 1777 /NAC Date. 06.11.2023

Copy submitted to the Block Development Officer, Kuchinda / Project Administrator, ITDA, Kuchinda / Assistant Executive Engineer, R&B / RD / MI, Kuchinda / AE, PHEO Kuchinda for information.


Executive Officer
Notified Area Council, Kuchinda

Memo No. 1778 /NAC Date. 06.11.2023

Copy submitted to the Chairman / Vice-Chairman / All Councilors, NAC Kuchinda for kind information.


Executive Officer
Notified Area Council, Kuchinda

Memo No. 1779 /NAC Date. 06.11.2023

Copy forwarded to the MIS Computer Programmer, NAC Kuchinda to upload the tender documents in the web portal of Kuchinda NAC.


Executive Officer
Notified Area Council, Kuchinda

INVITATION FOR EXPRESSION OF INTEREST (EOI)

No. 1772

Date.06-11-2023

EXPRESSION OF INTEREST

Expression of interest through online is invited from the National level Consultants for participation in.

PROJECT

Preparation of Compressive Drainage Master Plan and Detailed Project Report for NAC Kuchinda area.

PROPOSED

Proposed site is the Sub-Divisional Head Quarter of Sambalpur District in the State of Odisha, 400 Km away from state Capital. Nearest Railway Station is Jharsuguda of East Coast Railway and nearest Airport is at Jharsuguda.

BIDDER

The Bidder may be a single entity or a multiple entity consortium coming together to prepare the detailed project report and master plan. Consortium as a whole must have technical and financial expertise to execute large project of this size. The requirements are as follows:

BIDDER PROFILE REQUIREMENT

Eligibility: -

The bidder / Agency / Firms / Consortium should have experience offering similar consultancy service in survey, mapping, design, drawing, preparing bill of quantities in Urban Drainage Sector of India for past 7 years.

SECTION – II

INSTRUCTIONS TO CONSULTANTS

A. GENERAL

1. INTRODUCTION:

NAC Kuchinda is situated in the Sub-Divisional Headquarter of Sambalpur district in Odisha. The growth and development of Sambalpur town is influenced by large scale industrial activities around it with a population of 15,576 as per 2011 census the total geographical area of NAC Kuchinda is 28 Sq.km. population density of the city is 556 per Sq.km.

There are 11 wards in the city,. The establishment of different small scale industries has drawn a large number of mixed population and brought about changes in the land cover and land use of the town.

- A. Many of the existing surface drains are inadequate in size thus require renovation.
- B. Many areas are not provided with drainage system.
- C. Absence of efficient solid waste management system is contributing to blockage of open surface drains leading to over flows during heavy showers. Stagnation of water as a result of siltation / blockage is creating health related problems due to mosquito breeding, fly nuisance etc.
- D. The NAC Kuchinda is facing a lot of hardship for periodic maintenance of the existing drains.
- E. Flow of sewage / septic tank effluent in some open drains also creates health risk to the citizen. Its effect has to be studied simultaneously.
- F. Due to rapid urbanization and unprecedented pace of growth in the last two decades, the physical status of most of the natural storm water channels are:
 - Encroachment by the public, thereby narrowing the original stream Section.
 - Slum dwellers / people of weaker sections occupy and reside on the bank of the drains causing obstruction to the free flow of streams & narrowing the flow path.
 - Due to lack of proper demarcation and fencing of storm water drains, debris & wastages are thrown into the channels causing obstruction to free flow of rain water finally leading to overflowing on the roads.
- G. The low lands on all around the town which otherwise acted as storm water holding basins & provided natural pathway for discharge to the rivers are gradually converted into homestead lands thereby causing flooding in uplands during heavy shower. These low lands while acting as temporary storm water holding banks also help ground water recharge.

H. Increase in-built up areas & absence of integrated urban water shed management have led to reduction in infiltration capacity & thereby ground recharging problems.

The above short comings are causing frequent flooding of the city thereby affecting the normal life especially during monsoon periods.

Goals and Service Outcomes

The objective of the programme is to promote planned integrated development of the town to help creating durable public access and to improve quality-oriented services in the town.

The major goals and outcome aimed at are as follows:

- Prevent flooding of the City thereby minimize occurrence of damages to public/ private properties and public life.
- Avoid disruption of public life especially during the periods of cyclonic storms and high intensity rainfall.
- Creating scope for ground water recharges.
- Creating water bodies for the purpose of recreation activities & also for damping the temperature during summer.

As a part of the strategy, it is proposed to adopt an integrated approach to urban water shed management with creation / renovation of following infrastructure facilities to achieve the above goals.

- i) Design of the existing surface drainage facility including renovation of the same as per requirement.
- ii) Design and execute drainage system for all uncovered areas of the NAC Kuchinda including fringe areas with integration to the existing system as per requirement.
- iii) Renovation of the existing natural storm water channels suiting to following scope.
 - a. Construction of storm water drains and / or retaining walls on both sides wherever needed duly demarcating the boundaries on either side.
 - b. Construction of Check dams/Drops wherever necessary to reduce the velocity in stages to ensure steady flow, to help in ground water recharge and to use as water bodies / lakes for recreational spots.

- c. Construction of cross culverts/Bridges wherever necessary.
- d. Chain link fences to minimize dumping of garbage and litter.
- e. De-silting / de-weeding to ensure full flow of water.
- f. Construction of control structures wherever necessary.
- g. Preparation of micro level storm water drainage network for street, branch & main drains in uncovered areas & integrating the same with existing system as well as to the major storm water channels.
- h. Conducting detailed survey of the existing storm water Channels to assess their physical status, carrying capacity & adequacy to meet design discharge requirements.
- i. Identification of location along the routes of the major storm water channels for setting up of treatment facility, creation of water bodies / lakes for recharging to the ground water as well as to use for recreational purpose.
- j. Preparation of storm water drainage map for Kuchinda city & zonal maps showing existing major and primary, tertiary and secondary storm water drains & their disposal system.
- k. Based on the hydrologic study design of the entire drainage system including out- fall structures shall be carried out for safe discharge of design flood to the rivers.
- l. Structural design of the entire drainage system with outfall structures shall be carried out.
- m. The DPR shall include the followings: -
 - Detailed survey of the existing roads, drains and their flood prone areas
 - Review of existing conditions
 - Deficiency analysis from hydraulic and structural point of view
 - Enlisting of obstructions, bottlenecks and encroachments
 - Rehabilitation plan
 - Socio-Environmental impact analysis
 - Estimation of flood discharge and hydraulic design
 - Preparation of Longitudinal Sections (LS) and Cross Sections (CS) of drains.
 - Soil Investigation

- Structural design of drain cross-section depending on the availability of land.
- Detailed estimates with Rate Analysis based on current SR
- Preparation of detailed drawings
- Construction programme to complete the execution within 2 years.
- Ground water recharging study & its effect.
- Preparation of land schedule with ROR, village map etc. for acquisition of private, Govt. and forest lands to develop the network.
- The DPR should be prepared as per the guidelines & norms stipulated by H&UD Department, Govt. of Odisha and other Department.

As such it is decided to appoint a consultant who would prepare detailed project report for comprehensive storm water drainage system of Kuchinda City for approval of Housing & Urban Development/Urban Department, Govt. of Odisha.

In support of the Invitation for the EOI (Offer), the NAC Kuchinda issues this Bidding Document for the preparation of master plan along with the DPR with complete technical data, design, drawing, estimates with specifications etc. and Related Services incidental there to as specified in Terms of Reference (ToR).

2. SOURCE OF FUNDS:

The Govt. of Odisha in H&UD Department have provided the funds for preparation of the Master Plan.

3. ELIGIBILITY:

3.1 A consultant may be a natural person, private entity, government owned entity or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture (JV) in the case of:

- a. All parties to the JV shall be jointly and severally liable; and
- b. A JV shall nominate a Representative who shall have the authority to

conduct all business for and on behalf of any and all the parties of the JV during the bidding process and, in the event of the JV is awarded the Contract during contract execution.

3.2 A Bidder, and all parties constituting the Consultant, shall have the nationality of India. A Bidder shall be deemed to have the nationality of India if the Consultant is a citizen or is constituted, or incorporated, and operates in conformity with the provisions of the laws of India. This criterion shall also apply to the determination of the nationality of proposed sub-contractors or suppliers for any part of the Contract including related services.

3.3A firm that is under a declaration of ineligibility by the Central / State Governments, in accordance with ITC Clause 3.2, at the date of the deadline for bid submission or thereafter, shall be disqualified. Government-owned enterprises shall be eligible only if they can establish that they are legally and financially autonomous and operate under commercial law.

3.4 Bidders shall provide such evidence of their continued eligibility satisfactory to the Borrower, as the Borrower shall reasonably request.

4. Qualification: -

4.1 Physical: -

The bidder should have sufficient experience in technical matters & offered similar consultancy services, i.e., preparation of at least one compressive Urban Drainage Project Report and Master Plan for any city with more than 50,000 (Fifty Thousand) population spreading over not less than 40.00Sq km urban catchment area in the last 7 years. The bidder should have sufficient organizational capacity with well qualified personnel to monitor the field staffs in the matter relevant to the scope of services.

4.2 Financial: -

The annual turnover of the bidder should not be less than Rs.2.00Crore in any one year during the last 5 years.

4.3 Financial Standing: -

The Consultant shall furnish financial statements for the last five years, audited by a Chartered Accountant, which should include Profit and Loss Account, Balance Sheet and certificates regarding contingent liabilities.

In case of any nil statement, a Chartered Accountant shall certify the same accordingly. The Consultant shall furnish the financial statement for the latest financial year (2022-23) including the liabilities, contingent liabilities and projects in progress. If the Consultant is a company, audited annual reports of the financial years April 2017 to March 2022 inclusive, along with the audit reports under the Companies Act shall be furnished. In case of consultants other than companies, if the turnover in any of the above financial years exceeds Rs. 40 lakh per annum, the audited accounts along with the auditor's certificates under section 44 AB of the Income Tax Act shall be furnished. If audited reports under Section 44AB of Income Tax Act is not furnished for any year, it will be deemed that the turn over for that year was less than Rs.40 lakh. In the case of consultants other than companies, if the turnover in any of the above financial years does not exceed **Rs.40.00 lakh** per annum, the following certificate shall be given by a Chartered Accountant for each year for the Profit and Loss Account and the Balance Sheet. "We have audited the above Profit and Loss account / Balance Sheet of ___ a son ___ for the financial year ending ___ and, in our opinion, the said accounts give a true and fair view. The said Balance sheet and Profit and Loss Account are in agreement with the books of accounts and returns produced and that we have obtained all the information and explanations which, to the best of our knowledge and belief, were necessary for the purpose of the audit."

4.4 History of litigation & criminal record: -

If any criminal cases are pending against him/her/ partners at the time of submitting the Tender, the Tender will be summarily rejected. In this respect, the Consultant shall have to submit an affidavit to the effect that the history of litigation, criminal cases pending against him/her/partners furnished by him/her is true. In case, it is detected at any stage that the affidavit is false, he will abide by the action taken by the Executive Officer, NAC Kuchinda without approaching any court whatsoever for redress. He will however, be given suitable opportunity to offer his explanation before action is taken against him.

4.5 Consultants shall not be eligible to tender for consultancy if any of his/ her near relatives are working in the cadre of an Junior Engineer and above in the Engineering Section or a Senior Assistant and above in the Accounts / Audit /Administrative sections. Near relatives include

- i. Sons,step-sons,daughters,step-daughters.
- ii. Sons-in-law and daughters-in-law.
- iii. Brothers-in-law and sisters-in-law.
- iv. Brothers and Sisters
- v. Father and mother
- vi. Wife/Husband
- vii. Father-in-law and mother-in-law
- viii. Nephews,nieces,uncles, aunts
- ix. Cousins and in addition
- x. Any person residing with the contractor, whether related or not.

4.6 Other requirements: -

Even if the Consultant meets all the eligibility and qualification criteria, his Tender shall be summarily rejected if he is found to have misled or made false representation in the form of any of the statements submitted in proof of the eligibility and qualification requirements or if he has a record of performance such as absconding from work, works not properly completed as per contract, in-ordinate delays in completion, financial failure and/or has participated in previous Tendering for the works under NAC Kuchinda and had quoted unreasonably high Tender price/premium. In addition to the above, even while executing the work, if it is found that he produced false / fake certificates in his tender, he will be blacklisted.

4.7 Original Certificate: -

Originals of the certificates shall be produced as and when required to verify the copies of statements and other information furnished along with Tender. Failure to produce original documents in time will lead to disqualification.

5. Cost of Tendering: -

The Consultant shall bear all expenses associated with the preparation and submission of his tender and the Executive Officer, NAC Kuchinda shall in no case be responsible or liable for reimbursement of such expenses, regard less of the conduct or outcome of the tendering process.

6. SITE VISIT:

The Consultant is advised to visit and examine the NAC Kuchinda area and its surroundings and obtain for himself on his own responsibility all information that may be necessary for preparing the tender and quoting rates. The costs of any such visit shall be entirely at the consultant's own expense.

B.TENDERING DOCUMENTS

7. TENDER DOCUMENTS:

A set of Tender Documents comprising of technical bid and price bid issued for the purpose of tendering includes the following, together with any agenda thereof which may be issued in accordance with the proceedings of pre-bid meeting issued in accordance with Clause 8 and Clause 9.

PART-I Technical Bid.

- Section I : Notice Inviting Consulting Service.
- Section II : Instruction to Consultants
- Section III : Conditions of Contract
- Section IV : Terms of Reference (ToR)
- Section V : Schedules of Supplementary Information
- Schedule A- To establish their eligibility, Consultant shall submit all the necessary documents. If the Consultant is an existing or intended JV shall submit a copy of the JV Agreement, or a letter of intent to enter into such an Agreement. The respective document shall be signed by all legally authorized signatories of all the parties to the existing or intended JV, as appropriate.

- Schedule B - Bank Guarantee for EMD
 Cost of Tender Paper
- Schedule C - Income Tax PAN No.
- Schedule D - Project Experience Record
- Schedule E Activity Schedule
- Schedule F - Similar project experience record
- Schedule G - Bio-data of Technical Personnel for the work
- Schedule H - Record of arbitration and Litigation
- Schedule I - History of Criminal cases
- Schedule J - General Power of Attorney Affidavit

- Schedule K - Joint Venture Agreement
- Schedule L - Affidavit
- Section VI : Addenda issued by the Executive Officer, NAC Kuchinda
- Section VII : Forms

PART-II Price Bid (Financial Proposal).

The Consultant is expected to examine carefully all instructions, terms of reference, Tender conditions, and forms appendix to tender, addenda in the Tender Documents. Failure to comply with the requirements of Tender submission will be at the Consultant's own risk.

8. CLARIFICATION OF TENDER DOCUMENTS:

Consultants shall carefully examine the Tender Documents and fully inform themselves as to all the conditions and matters, which may in any way affect the work or the cost thereof. Should a consultant find any discrepancy in or omission from the specification or any other of the Tender Documents or should he be in doubt as to their meaning, he should immediately address a query in writing or by e-mail to the authority given in Sub-Clause 18.5.

9. AMENDMENT OF TENDER DOCUMENTS:

At any time prior to the dead line for submission of tenders, the Executive Officer, NAC Kuchinda may for any reason, whether at its own initiative or in response to the clarifications requested by the prospective Consultants, modify the tender documents by issuing an Addendum.

Such addenda will be kept in website <http://tenderodisha.gov.in> for downloading and will be binding up on them. Consultant shall give a certificate in the affidavit as described in Schedule L. In order to afford prospective Consultants reasonable time to take such addenda into account in preparing their tenders, The Executive Officer, NAC Kuchinda at his discretion, will extend the dead line for the submission of tenders in accordance with Clause 19.

C. PREPARATION OF TENDERS

10. LANGUAGE OF THE DOCUMENTS:

All documents relating to the Tender shall be in the English language.

11.TENDER PRICES:

Unless stated otherwise in the tender documents, the Contract shall be for the whole of the work and the Consultant shall quote in Indian Rupees his willingness to execute the works at the rate per Sq.Km area of the city in respect of preparation of Master plan for storm water drains &for preparation of Detailed Project Reports for individual priority storm water drains. This quoted rate shall also include Bankers charges, Income Tax, GST (to be specifically mentioned), overheads as applicable from time to time and all other incidental charges complete for the work.

The rate quoted by the Consultant shall be firm.

12.TENDER VALIDITY:

Tenders shall remain valid and open for acceptance for a period of 120 days after the date of tender opening prescribed in Clause 22.

In exceptional circumstances, prior to expiry of the original Tender validity, the Executive Officer, NAC Kuchinda may request the Consultant for a specified period of extension of validity. The request for any extension and the responses thereto, shall be in writing or cable. A Consultant may refuse the request without forfeiting his EMD. A Consultant agreeing to the request will not be required or permitted to modify his tender, but will be required to extend the validity of his EMD.

A Consultant who withdraws his tender without a valid reason (to be decided by the authority competent to accept the tender) shall be disqualified for tendering for further works in the NAC Kuchinda .

13.FORMAT AND SIGNING OF TENDERS:

The tender document shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized by the Consultant to the Contract. Proof of authorization shall be furnished in the form of a certified copy of Power of Attorney, which shall accompany the tender. All pages of the tender where entries or corrections have been made shall be initialed by the person or persons signing the tender.

The completed tender shall be without alterations, inter-relations or erasures except those which accord with instructions given by the Executive Officer, NAC Kuchinda or as necessary to correct errors made by the Consultant, in

which case such corrections shall be initialed by the person or persons signing the tender.

Only one tender shall be submitted by each Consultant. No Consultant shall participate in the tender of another for the same contract in any capacity whatsoever.

14.EARNEST MONEY DEPOSIT

- The Consultant shall furnish **Earnest Money Deposit equivalent to Rs.75,000/- (Rs. Seventy Five Thousand Only) along with tender documents through online only.**
- In consideration of the Executive Officer, NAC Kuchinda / Government to investigate and to take into account each tender and in consideration of the work thereby involved, all earnest money deposited by the Tenderer will be forfeited in the event of such Tenderer either modifying or withdrawing his tender at his instance within the said validity period of 120 days.

15.SIGNING OF TENDERS

If the tender is made by an Individual, it shall be signed with his digital signature only. If it is made by a Firm, it shall be signed with the co- partnership name by a member of the firm, who shall also sign his own name, and the name and address of each member of the Firm shall be given. If the tender is made by a Corporation, it shall be signed by a duly authorized officer who shall produce with his tender satisfactory evidence of his authorization. Such tendering corporation may be required before the contract is executed, to furnish evidence of its corporate existence. Tenders signed on behalf of General Power of Attorney holder will be rejected.

The tender shall contain no alterations or additions, except those to comply with instructions issued by the Tender Inviting Officer, or as necessary to correct errors made by the Tenderer, in which case all such corrections shall be initialed by the person signing the Tender.

No alteration which is made by the tenderer in the contract form, the conditions of the contract, statements / formats accompanying the same will not be recognized and if any such alterations are made, the tender will be void.

16.PRE-BID MEETING

- The Tenderer or his official representative, duly authorized by him by letter is advised to attend the pre-bid meeting which will be convened at

11.00 hours on dt. _____ in the office of the Executive Officer, NAC Kuchinda .

- The purpose of the meeting is to clarify issues on any matters that the tenderer wishes to raise concerning the tendering of the works.
- The tenderer is requested to submit any queries in writing addressed to the Executive Officer, NAC Kuchinda to reach his office not later than two working days before the meeting.
- Any modification to any of the Tender Documents listed in Clause 7, which may be necessary as a result of Pre-bid Meeting, will be made by the Executive Officer, NAC Kuchinda and issued as an addendum or addenda pursuant to Clause-9 and will be made available in the website <http://tendersodisha.gov.in> for downloading.

D.SUBMISSION OF TENDERS

17.SEALING AND MARKING OF TENDERS:

18.1 The signed Tender documents & financial proposal shall be submitted through online only.

18.DEADLINE FOR SUBMISSION OF TENDERS

- Tenders shall be received through online only by dt. _____ up to 14:00 hours.
- The Tender should be in the prescribed form as described in Clause 7.
- The Executive Officer, NAC Kuchinda may, at its discretion, extend the dead line for submission of tenders by issuing an amendment/ corrigendum in accordance with Clause 9, in which case all rights and obligations of the Executive Officer, NAC Kuchinda and of the tenders which were previously subject to the original dead line shall thereafter be subject to the new dead line as extended.

19.MODIFICATION AND WITHDRAWAL OF TENDERS:

- The Bidder may modify or withdraw his tender, provided that the modification or notice of withdrawal through online only prior to the prescribed dead line for submission of tenders.
- The Consultant's modification or notice of withdrawal shall be prepared, sealed, marked "Modification" or "Withdrawals" as appropriate and delivered in accordance with Clause 18.

- No tender can be modified after the deadline for submission of tenders.
- Withdrawal of a tender by a Bidder before the expiration of the period of tender validity specified in the Form of Tender shall result in the forfeiture of the EMD pursuant to Clause 15.

TENDER OPENING AND EVALUATION

TENDER OPENING

- The Executive Officer, NAC Kuchinda will open the tenders (Technical Bids) and any submissions made pursuant to Clause 21, in his office at 11.00 hours on 24.11.2023 through online only.
- The Tender shall be liable for rejection if:
 - Technical Bid & Price Bid is not furnished.
 - Price Bid is enclosed along with Technical Bid.
 - Required EMD as per Clause 15 is not enclosed.
 - Proof of eligibility and qualifications is not enclosed.
 - There are any criminal cases pending against the bidder.
 - Permanent Account Number is not enclosed.
 - Uptodate GST Registration Certificate with challan is not enclosed.
 - Affidavit is not enclosed in support of authenticity of documents & certificates.
 - Power of Attorney, if any, is not enclosed.
 - History of criminal cases is not enclosed,
 - Record of litigation and arbitration is not enclosed.
 - Copy of Joint Venture agreement is not enclosed in case of tenders received from Joint Venture of two or more Firms.

All such conditions shall be minuted and the covers 'B' shall not be opened if above criteria are not fulfilled.

- The Executive Officer, NAC Kuchinda shall prepare for its own record, minutes of the tender opening, including the information disclosed to those present in accordance with Sub-clause 22.1.

CLARIFICATION OF TENDERS:

To assist in the scrutiny, evaluation and comparison of the tenders, the Executive Officer, NAC Kuchinda may ask Consultants individually for clarification of their tenders. The request for clarification and response shall be

in writing or by cable. However, no change in the tender amount/rate or substance can be sought, offered by the bidder or permitted by the Executive Officer, NAC Kuchinda during the evaluation of the tenders except as provided in Clause 26.

DETERMINATION OF RESPONSIVENESS:

- Prior to the detailed evaluation of tenders, the Executive Officer, NAC Kuchinda will determine whether each tender has been submitted in the proper form and whether it is substantially responsive to the requirements of the tender documents. Tenders, which have not been submitted in the proper form, will be rejected.
- Any tender which is not substantially responsive to the requirements of the tender documents will be rejected by the Executive Officer, NAC Kuchinda and may not subsequently be made responsive by the bidder correcting or withdrawing the non-conforming deviation(s) or reservation(s).

PRICE BID OPENING:

The Price Bids (cover B) of all responsive tenderers who are found to have satisfied eligibility & qualifications and conditions of the tender, will be opened duly intimating the time, date to the qualified tenderers.

CHECKING FOR AND CORRECTION OF ERRORS

After opening the Price Bids, it will be checked by the Executive Officer, NAC Kuchinda .

EVALUATION AND COMPARISON OF TENDERS:

- The Executive Officer, NAC Kuchinda will evaluate and compare only those tenders, which have been determined to be substantially responsive to the requirements of the tender documents in accordance with clause 24.
- Comparison of the substantially responsive tenders by the Executive Officer, NAC Kuchinda shall comprise comparison of the offer rate for each tender following any corrections made as described in Clause 26.
- Evaluation of the tenders shall comprise an assessment of the impact of any material deviations or reservations that may have been placed on any of the tenders which may affect the contract in the manner and / or the time specified, and their relationship to the tender rate offered. Such

deviations or reservations will not be permitted, and such tender shall be rejected. Record of arbitration/Litigation shall also be taken into account at the time of evaluation of tenders.

- There may be negotiations at any level or any stage of the process with the lowest bidder only.

F.AWARD OF CONTRACT

AWARD CRITERIA:

Subject to clause 30, the Executive Officer, NAC Kuchinda / Tender Committee/ Govt., of Orissa in H & UD Department as the case may be will award the contract to the Consultant whose tender shall be determined to be eligible, qualified and substantially responsive and who has submitted the best tender according to the comparison and evaluation process described in Clause 27. Evaluation procedure is described under Terms of Reference.

DEPARTMENT'S RIGHT TO ACCEPT ANY TENDER AND TO REJECT ANY OR ALL TENDERS

Not with standing Clause 28, the Executive Officer, NAC Kuchinda / Government of Orissa in H & UD Department reserves the right to accept or reject any tender, and to annul the tendering process and reject all the tenders at any time or at any stage prior to the award of contract without thereby incurring any liability to the affected Bidder or Bidders on the grounds of such action.

PROCESS TO BE CONFIDENTIAL:

- After the opening of tenders as per Clause 22 & 25, information relating to examination, clarification, evaluation and comparison of tenders and recommendations, concerning to the award of contract shall not be disclosed to the Consultants or any other persons, not officially concerned with the process, until the award of the Contract to the successful bidder has been announced.
- Any effort by any Bidder to influence the department's officials in the scrutiny, clarification, evaluation and comparison of tenders, and in any decisions concerning award of the contract, may result in the rejection of his /her/ their Tender.

NOTIFICATION OF AWARD:

- Prior to the expiration of the Tender validity period prescribed in Clause 13 the Executive Officer, NAC Kuchinda will notify the successful

Consultant by e- mail, letter or in some other written form, that his tender has been accepted. This letter hereinafter called “Letter of Acceptance (LoA)” will confirm the tender rate which will apply to the services to be rendered by the Consultant during the contract period.

- The LoA will constitute notification of the intention of the employer to enter into a contract with the Consultant for the consultancy services under this contract.

SIGNING OF AGREEMENT:

- The successful Consultant, whose tender has been accepted, shall execute an agreement with the NAC within 7 days of receipt of the LoA in the prescribed format incorporating all the agreement conditions provided in the Tendering Document, viz., the Terms of Reference, Conditions of Contract etc.

SECTION - III CONDITIONS OF CONTRACT

19 GENERALPROVISIONS

Definitions:

Unless the context otherwise requires, the following terms whenever used in this contract have the following meanings.

- “Applicable Law” means the laws and any other instruments having the force of law in India and Odisha as they may be issued and in force from time to time;
- “Contract” means the contract signed by the parties to which these General Conditions of Contract are attached together with all the documents listed in Clause 1 of such signed Contract;
- “Effective Date” means the date on which this contract comes into force and effect pursuant to Clause CC 2.1,
- “CC” means these General Conditions of Contract;
- “Government” means the Government of Odisha;
- “Local Currency” means Indian Rupees;
- “Member”, in case the consultants consist of joint venture of more than one entity, means any of these entities and “Members” means all of these entities;
- “Personnel” means persons hired by the consultants or by any sub-consultants’ employees and assigned to the performance of the service or any thereof, “foreign personnel” means such persons who at the time of being so hired had their domicile outside India. “Local Personnel” means

such persons who at the time of being so hired had their domicile inside India and “Key Personnel” means the personnel referred to in Clause-4.

- “Party” means the Employer or the Consultants as the case may be and parties mean both of them.
- “Services” means the work to be performed by the consultants pursuant to this contract for the purpose of the project.
- “Sub-Consultant” means any entity to which the consultants subcontract any part of the service in accordance with the provisions of Clause CC 3.6 and
- “Third Party” means any person or entity other than the Government the Employer, the consultants or a sub-consultant.
- Relation between the parties Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the employer and the consultants. The consultants, subject to this contract have complete charge of personnel performing the services and shall be fully responsible for the services performed by them or on their behalf here under.

Law Governing the Contract and the Jurisdiction of the Contract.

The contract, its meaning and interpretation and the relation between the parties shall be governed by the applicable law and it shall be subjected to the jurisdiction of the courts of Kuchinda.

Language

The contract shall be executed in English which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this contract.

Headings

The headings shall not limit, alter or affect the meaning of this contract.

Notices

- Any notice request or consent required or permission to be given or made pursuant to this contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent by registered mail, telegram or facsimile to such party at the address specified.

- Notice will be deemed to be effective as follows:
 - a) In the case of personal delivery or registered mail on delivery;
 - b) In the case of facsimiles, 24 hours following confirmed transmission
- A party may change its address for notice hereunder by giving the other party notice of such change with respect to Clause-CC1.6.

Location

The services shall be performed in the NAC Kuchinda area in Odisha.

Authority of Member in charge

In case the consultant consists of a joint venture of more than one entity, the members shall authorize the entity specified to act on their behalf in exercising all the consultant's rights and obligations towards the employer under this contract, including without limitation the receiving of instructions and payments from the employer.

Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this contract by the employer or the consultants may be taken or executed by the officials specified.

20 Taxes and Duties

The consultants shall pay all such taxes including service tax, duties, labour cess, fees or other imposition as may be levied under the applicable Law.

COMMENCEMENT, COMPLETION, MODIFICATION & TERMINATION OF CONTRACT.

Effectiveness of Contract

This contract shall come into force and effect on the date of execution of Contract
i.e. signing of agreement (Effective Date).

Termination of Contract for Failure of Become Effective

If this contract has not become effective within such time period after the date of the Contract signed by the parties as shall be specified either party may, by not less than four (4) weeks written notice to the other party, declare this contract to be null and void and in the event of such declaration by either party,

neither party shall have any claim against the other party with respect here to.

Commencement of Services

The consultants shall begin carrying out the services, immediately after the Effective Date, in any case, within one week after the effective date.

Expiration of Contract

Unless terminated earlier pursuant to Clause-CC 2.9 hereof this contract shall expire when services have been completed and all payments have been made at the end of such time period after the effective date.

This contract contains all covenants, stipulations agreed by the parties. No agent or representative of either party has authority to make, and the parties shall not be bound by or be liable for any statement representation promise or agreement not set forth herein.

Modification

Modification of the terms and conditions of this Contract including any modification of the scope of the services may only be made written agreement between the parties. Pursuant to Clause-C-7 hereof, however, each party shall give due consideration to any proposals for modification made by the other party.

Definition “Force Majeure”

- a) For the purpose of this contract, “Force Majeure” means an event which is beyond the reasonable control of a party, and which makes a party’s performance of its obligations hereunder impossible or so impractical as reasonable to be considered impossible in the circumstances, and includes but is not limited to war, riots, civil disorder, earthquake, fire explosion, storm, flood or other weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- b) Force Majeure shall not include
 - i. any event which is caused by the negligence or intentional action of a party or such party’s sub-consultants or agents or employees,

- nor
- ii. any event which a diligent party could reasonably have been expected to both (a) take into account at the time of the conclusion of this contract and (b) avoid or overcome in the carrying out of its obligations here under.
 - iii. Force Majeure shall not include insufficiency of funds or failure to make any payment required here under.

No Breach of Contract

The failure of a party to fulfill any of its obligations hereunder shall not be considered to be a breach of or default under this contract in so far as such inability arises from an event of Force Majeure, provided that the party affected by such an event has taken all reasonable alternative measure, all with the objective of carrying out the terms and conditions of this contract.

Measures to be taken

- a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such party's inability to fulfill its obligations hereunder with a minimum of delay.
- b) A Party affected by an event of Force Majeure shall notify the other party of such event as soon as possible and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- c) The parties shall take all reasonable measures to minimize the consequences of an event of Force Majeure.

Extension of time

Any period within a party shall, pursuant to this contract, complete any action or task shall be extended for a period equal to the time during which such party was unable to perform such action as a result of Force Majeure.

Consultation

Not later than thirty (30) days after the consultants, as the result of an event of Force Majeure, have become unable to perform a material portion of the services, the parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

Suspension

The employer may by written notice of suspension to the consultants suspend all payments to the consultants hereunder if the consultants fail to perform any of their obligations under this contract, including the carrying out of the services, provided that such notice of suspension shall,

- (i) specify the nature of the failure and
- (ii) request the consultants to remedy such failure within a period not exceeding thirty (30) days after receipt by the consultants of such notice or suspension.

Termination

By the employer

The employer may be not less than thirty (30) days written notice of termination to the consultants (except in the events listed in Para-(e) below, for which there shall be a written notice of not less than sixty (60) days such notice to be given after the occurrence of any of the events specified in paragraph (a) through (e) of this Clause 2.9.1 terminate this contract.

- a) If the consultant fails to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause CC 2.8 herein above within thirty (30) days of receipt of such notice of suspension or within such further period as the employer may have subsequently approved in writing.
- b) If the consultants become (or if the consultants consist of more than one entity, if any of their members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- c) If the consultants submit to the employer a statement which has a material effect on the rights obligations or interests of the employer and which the consultants know to be raise;
- d) If, as a result of Force Majeure, the consultants are unable to perform a material portion of the services for a period of not less than sixty (60) days or;
- e) If the employer, in its sole discretion and for any reason what so ever, decided to terminate this contract.

By the Consultants

The consultant may, by not less than thirty (30) day's written notice to the Employer, such notice to be given after the occurrence of any of the events

specified in paragraphs (i) and (ii) of this Clause CC 2 . terminate this contract.

- i) if the employer is in material breaches of its obligations pursuant to this contract and has not remedied the same within forty-five (45) days (or such longer period as the consultants may have subsequently approved in writing) following the receipt by the employer of the consultant's notice specifying such breach.
- ii) if, as a result of Force Majeure, the consultants are unable to perform a material portion of the services for a period of not less than sixty (60) days.

Cessation of Rights and Obligations

Upon termination of this contract pursuant to Clauses CC2.2 or 2.9 hereof, or upon expiration of this contract pursuant to clause CC 2.4 hereof all rights and obligations of the parties hereunder shall cease, except;

- i) Such rights and obligations as may have accrued on the date of termination or expiration;
- ii) the obligation of confidentiality set forth in Clause CC 3.3 hereof;
- iii) any rights which a party may have under the applicable law.

Cessation of Services

Upon termination of this contract by notice of either party to the other pursuant to Clauses 2.9.1 or 2.9.2 hereof the consultants shall immediately upon dispatch or receipt of such notice take all necessary steps to bring the services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditure for this purpose to a minimum. With respect to documents prepared by the consultants and equipment and materials furnished by the employer, the consultants shall proceed as provided, respectively, by Clauses CC 3.9 hereof.

Payment up on Termination

Upon termination of this contract pursuant to Clause CC 2.9.1 or 2.9.2 hereof, the employer shall make the following payments to the consultants (after offsetting against these payments any amount that may be due from the consultant to the employer).

- i) Remuneration pursuant to Clause CC 6 hereof for services satisfactorily performed prior to the effective date of termination.
- ii) Reimbursable expenditures pursuant to Clause CC 6 hereof for expenditures actually incurred prior to the effective date of termination; and
- iii) except in the case of termination pursuant to paragraphs (a) through (d) of Clauses CC 2.9.1 hereof, reimbursement of any reasonable cost

incident to the prompt and orderly termination of the contract including the cost of the return travel of the consultants' personnel and their eligible dependents.

OBLIGATIONS OF THE CONSULTANTS:

General

21 Standard of Performance

The consultants shall perform the services and carry out their obligations hereunder with all due diligence, efficiency and economy in accordance with generally accepted professional techniques and practices and shall observe sound management practices and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The consultants shall always act in respect of any matter relating to the contract or to the services, as faithful advisers of the employer and shall at all times support and safeguard the employers legitimate interests in any dealings with sub-consultants or third parties.

22 Conflict of Interests

- Consultant not to be benefited from the Commissions, Discounts, etc. The remuneration of the consultants pursuant to Clause CC 6 hereof shall constitute the consultant's sole remuneration in connection with this contract or the services and subject to Clause CC 3.2.2 hereof, the consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this contract or to the services or in the discharge of their obligations hereunder and the consultants shall use their best efforts to ensure that any sub-consultants as well as personnel and agents of either of them similarly shall not receive any such additional remuneration.

23 Prohibition of conflicting activities

Neither consultants or their sub-consultants nor the Personnel of either of them shall engage either directly or indirectly during the term of this contract in any business or professional activities in India which will conflict with the activities assigned to them under this contract.

Confidentiality:

The consultants, their sub-consultants and the personnel of either of them shall not either during the term or after the expiration of this contract disclose any property or confidential information relating to the project the services this

contract or the employer's business or operations without the prior written consent of the employer.

Liability of the Consultants

The consultant's liability under this contract shall be provided by the applicable Law.

Insurance to be taken by the Consultants

The Consultants (i) shall take out and maintain and shall cause any sub-consultants to take out and maintain at their (or the sub consultants as the case may be) own cost but own terms and conditions approved by the employer insurance against the risks and for the coverage as under the Applicable Law and

(ii) at employer's request shall provide evidence to the employer showing that such insurance has been taken out and maintained and that the current premiums have been paid.

Consultants Actions Requiring Employer's Prior Approval

The consultants shall obtain the employer's prior approval in writing before entering into a sub-contract for the performance of any part of the services, it being understood (i) that the selection of sub-consultant and the terms and conditions of the sub-contract shall have been approved in writing by the employer prior to the execution of the sub-contract and (ii) that the consultants shall remain fully liable for the performance of the services by the sub-consultant and its personnel pursuant to this contract.

Reporting Obligation

The consultants shall submit to the employer the reports and documents specified in Terms of Reference hereto in the numbers and within the time periods set forth in the said Terms of Reference.

Documents prepared by the Consultants to the property of the Employer

All survey, details, maps, plans, drawings, specifications, designs, reports and other documents (Soft copy a Hard copy) prepared by the consultants in performing the services shall become and remain the property of the employer and the consultants shall not later than upon termination or expiration of this contract, deliver all such documents to the employer, together with a detailed

inventory thereof. The consultants may retain a copy of such documents. The consultant shall however not use these documents for any purposes to any agency other than the employer without prior written approval of the employer.

Equipment and Materials furnished by the employer / Software also

Equipment and materials and all related software copies made available to the consultants by the employer or purchased by the consultants with funds provided by the employer, shall be the property of the employer and shall be marked accordingly. Upon termination or expiration of this contract the consultants shall make available to the employer an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the employer's instructions. While in possession in such equipment and materials and all software copies, the consultants, unless otherwise instructed by the employers in writing shall insure them at the expense of the employer in an amount equal to their full replacement value.

CONSULTANTS PERSONNEL:

24 General

The consultants shall employ and provide such qualified experts and experienced personnels as are required to carry out the services.

25 Description of Personnel

The titles, agreed job descriptions, minimum qualification and estimated period of engagements in the carrying out of the services of each of the Consultants Key Personnels are described in the format for Firms References and in the format for Curriculum Vitae(C.V).

26 Approval of Personnel

The Key Personnel and sub-consultants employed by the Consultant shall be approved by the employer.

27 Removal and /or Replacement of Personnel

- a) Except as the employer may otherwise agree no changes shall be made in the key personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the personnel, the consultants shall forthwith provide as a replacement a person of equal or better qualification.

- b) If the employer (i) finds that any of the personnel has committed serious misconduct has been charged with having committed a criminal action, or (iii) has reasonable cause to be dissatisfied with the performance of any of the personnel. Then the consultants shall at the employer's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualification and experience acceptable to the employer.
- c) Any of the personnel provided as a replacement under Clauses (a) and above, the rate of remuneration applicable to such person as well as any reimbursable expenditures (including expenditures due to the eligible number of dependents) the consultants have to bear the cost as a result of such replacement, shall be subject to the prior written approval by the employer. In any case (i) the consultant shall have to bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) remuneration to be paid for any of the personnel provided as a replacement.

28 Resident Project Manager

The Consultants shall ensure that at all times during the Consultant's performance of the services in Kuchinda a resident project manager acceptable to the employer shall take charge of the performance of such services. The Resident Project Manager must not leave headquarters without prior intimation to the employer.

OBLIGATIONS OF THE EMPLOYER:

29 Assistance and Exemptions

The employer shall use its best efforts to ensure that the NAC shall

- Provide the consultants, sub-consultants and personnel with all information/documents available with the employers as shall be necessary to enable the consultants, sub-consultants or personnel to perform the services.
- request officials, agents and representatives of other Government departments as may be necessary or appropriate for providing information necessary for the prompt and effective implementation of the services.

30 Access to Land

The Employer warrants that the Consultants shall have, free of charge,

unimpeded access to all land in the Kuchinda Urban Area, in respect of which access required for the performance of the services. The consultants will be responsible for any damage caused by negligence of the consultants or any sub-consultant or the personnel of either of them to such land or any property thereon from such access.

31 Change in the Applicable Law

Irrespective of any change in the applicable law with respect to taxes and duties which increases or decreases the cost incurred by the consultants in performing the services during period of this contract, then the remuneration otherwise payable to the consultants under this contract shall be not increased or decreased accordingly by agreement between the parties there to.

32 Payment

In consideration of the services performed by the consultants under this contract, the Employer shall make to the consultants such payments and in such manner as is provided by Clause CC 6 of this contract.

PAYMENTS TO THE CONSULTANTS

Cost Estimate

Cost Estimates in Indian Rupees are indicated in clause 6 of terms of reference.

Mode of Billing and Payment

Billing and Payments in respect of the services shall be made as follows:

- All payments shall be made after the approval of reports by the Employer.
- The Employer shall cause the payment to the Consultants periodically as given in the schedule of payment within thirty (30) days after the receipt of bills by the Employer with supporting documents.
- The final payment shall be made only after the final report and a final statement, identified as such, shall have been submitted by the consultants and approved by the Employer. The services shall be deemed completed and finally accepted by the Employer as satisfactory ninety (90) calendar days after the receipt of the final report and the final statement by the Employer, within such ninety (90) days period gives return notice to the Consultants specifying in detailed deficiencies in the services, the final report or final statement. The Consultants shall thereupon promptly make

any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated. Any amount which the Employer has paid or caused to be paid in accordance with this clause in excess of the amounts actually payable accordance with the provisions of this contract shall be reimbursed by the Consultants to the employer within thirty (30) days after the receipt by the Consultants of notice thereof. Any such claim by the employer for reimbursement must be made within twelve (12) calendar months after receipt by the Employer of a final report and a final statement approved by the employer accordance with the above.

- At the time of making each payment to the Consultant, a deduction towards security deposit @ 5% of the amount payable against each bill shall be made by the paying authority.
- On satisfactory completion of this contract, the paying authority shall, on demand, refund the EMD & security deposit provided it is satisfied that there are no demands outstanding against the Consultant and the work is complete in full and final shape to the satisfaction of the Employer.

FAIRNESS AND GOOD FAITH

Good Faith

The parties undertake to act in good faith with respect to each other's rights under this contract and to adopt all reasonable measures to ensure the realization of the objectives of this contract.

Operation of the Contract

The parties recognize that it is impossible in this contract to provide for every contingency which may arise during the life of the contract, and the Parties hereby agree that it is their intention that this contract shall operate fairly as between them and without detriment to the interest of either of them, and that, if during the terms of this contract either party believes that this contract is operating unfairly, the parties will use their best efforts to agree on such actions as may be necessary to remove the clause or clauses of such unfairness.

DELAY IN PROGRESS OF WORK- LIQUIDATES DAMAGES:

Should the Consultant fail to complete the work or unable to show the progress as per the execution schedule the Consultant shall pay to the Employer as fixed and agreed liquidate damages and not as penalty, the sum shown herein below for every day delay. Rupees 500.00 (Rupees Five hundred only) per day per

each one lakh balance outstanding service in that stage subject to a maximum of 10% of the contract value.

SETTLEMENT OF DISPUTES:

Amicable settlement

- The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this contract or the interpretation thereof.

Dispute Settlement

Which cannot be settled amicably within thirty (30) days after receipt by one party of the other party's request for such amicable settlement may be taken up by either party for settlement in accordance with the Applicable Law.

SECTION - IV TERMS OF REFERENCE (TOR)

GENERAL

INTRODUCTION

Kuchinda is a Sub-Divisional Headquarter NAC in district of Sambalpur, Orissa. The Kuchinda city is divided into 11 wards for which elections are held every 5 years. The NAC Kuchinda has population of 15,576 of which 7,837 are males while 7,739 are females as per report released by Census India 2011.

Looking in to the sufferings of the people of the city, the Housing & Urban Development Department, Govt of Odisha has directed the NAC to go for a Comprehensive Drainage Master Plan for NAC Kuchinda Area as mandated by the 5th State Finance Commission to solve the above issue.

NAC Kuchinda is an urban local body with the responsibility of providing basic civic services like roads, water supply, sewerage, health, sanitation and storm water disposal etc within its 11 wards.

In support of the Invitation for the EOI (Offer), the NAC Kuchinda issues this Bidding Document for the preparation of Comprehensive Drainage

Master Plan along with DPR with complete technical data, design, drawing,

estimates with specification etc. and Related Services incidental thereto as specified in Schedule of Services (SS), The name and Identification of the Competitive Bidding (ICB) are provided in the BIDs.

Objectives:

The main objectives of the present work are: To prepare a Detailed Project Report for implementation of comprehensive storm water urban drainage system at Kuchinda Town consisting of the Municipal area & fringed areas. The entire study will have an integrated approach to Urban Watershed Management.

The DPR shall be prepared as per the norms & guidelines of Housing and Urban Development Department, Govt of Odisha.

Scope of Services:

The study area is about 23.63 Sq.Kms. The scope of services to be rendered is as follows:

- Study of Rainfall data and Hydrology for Kuchinda region including analysis of historical data & future projected data. Proven computer model shall be used for studying the urban hydrology of the city.
- Determination of water sheds and drainage patterns of the study area & its surrounding with the aid of existing maps with contour lines / NRSA to po sheets and aerial photographs of town & the drainage basin (catchment area) and by carrying out additional survey.
- Topographical survey & mapping of entire project area with 0.20 meter contour interval marking therein all-important features.
- Identification of flood prone areas, reasons for flooding and mitigation Measures required.
- Conducting field survey of existing drainage net-work, hydraulic testing of the adequacy of size, identification classification of major & primary storm water drains existing & required & their present condition.

33 The DPRs shall include the following:

- Detailed survey of the drains and their flood plain areas
- Review of existing conditions including incorporation of present Drainage works in progress by other agencies like Drainage Division, Kuchinda of Department of Water Resources, PWD etc.
- Deficiency analysis from hydraulic and structural point of view
- Enlisting of obstructions, bottlenecks and encroachments
- Rehabilitation plan
- Socio-Environmental impact analysis.

- Estimation of flood discharge and Hydraulic design. Estimation and finalizing the Design Discharge of the individual drains.
- Preparation of Longitudinal Sections (LS) and Cross Sections(CS)
- Soil Investigation.
- Structural design of drain cross-section depending on the availability of land.
- Detailed estimates with rate analysis based on current SR.
- Preparation of detailed Drawings
- Construction programme to complete the execution within 3years
- Ground water recharging study & its effect.
- Preparation of land schedule and land plan for acquisition of private, Govt. and forest lands to develop the network.
- The DPR should be prepared as per standard guidelines & norms stipulated by Housing and Urban Development Department, Government of Odisha.
- The DPR should be prepared and submitted system wise, i.e. one DPR should be prepared for one Main Drain including all its Secondary and Tertiary Drains in a holistic manner.

Review of Existing Situation and Estimate Flows:

- Review of existing maps, conduct studies and other related documentation to obtain a better understanding of the drainage system prior to the start of field work. The consultant will search for and obtain maps and records of related past studies at his own cost & risk.
- Estimate both existing and future dry-weather, flood run off and storm water drainage flows even at the time of unusual & un-precedented rainfall intensities in various catchments. Care should be taken in using the rational method that drain sizes are not too large. Return periods also need to be carefully considered to ensure economic drain sizes. If required, model studies may be conducted to ensure easy & smooth discharge of flood / storm water before finalization of the drainage system.
- Identify all the storm water drainage issues including severity and location of inundation, location of drains and out falls; study of disposal at outfall points; critical outfalls including irrigation tanks, canals, systems, rivers water supply sources etc. pollution and other environmental issues; and identify any gaps in the existing drainage system. Additionally, identify physical constraints to drainage i.e. encroachments into drainage channels; solid waste dumping natural and human made obstructions, including pipe culvert and low level causeways, road and rail over bridges, flyovers, canals, permanent ways,

etc.

- Examine the existing drainage regime and assess its capacity to accommodate storm flows. This will also involve assessing the capacity and usefulness of the various drains in the city constructed by the NAC and other agencies. Converting the discussed irrigation channels and surplus courses of irrigation tanks into storm water drains need to be examined in consultation with Water Resources and other Engineering Departments. The impacts of growth and interventions on the drainage system should be assessed along with possible future land use to assess the drainage regime design parameters, particularly infiltration factors and drain sizes.
- Produce city plans of the existing drainage situation and drainage flow estimates in and around the Municipal area, denoting catchments basins (including the areas outside municipal boundary), drainage structures and features (including kutchas), and other items described above.
- Separate comprehensive plans & estimates to be framed for each Drainage System comprising of Primary /main Drain with its Secondary and tertiary drains. An integrated approach should be adopted to prepare the Drainage Master Plan for the City in a holistic manner considering all of the above.
- Present practice of operation and maintenance including type of tools and equipment available should be analyzed and suitable design for alternative tools suggested if necessary.
- Identification of spots along the storm water drain for treatment facility, creation of water bodies/ lakes for recharging of ground water, improving the environment and creation of water recreation centre. Possibility of integrating the drain with the nearby Govt. ponds should also be studied.
- Establish Design Principles, Conduct Necessary Surveys, Studies & Prepare Options Using key design principles (below) develop options for flood and storm water drainage with outline costs and the most feasible options selected.

Key design principles for collection and conveying of flood / storm water are:

- Reducing capital and recurrent costs such as using existing drains to the greatest extent possible for no retention of water at all or use roads as short time retention area.
- Preventing encroachments on drains.
- Priority in flood prevention should be first – habitable and business area; second – roads and third – open areas (Conversely; drains fill flood first to open area, second roads third and flooding of habitable and business

- are should be totally avoided);
- Integrating drains with roads and other development plans.
 - Development of time-rainfall intensity frequency curves with the historical data available for at least 30-40 years. Proven Computer model shall be used for hydrology analysis,
 - Routing of major drains shall be compatible with the land available and the cost of acquiring land shall be considered (major drains routing may be proposed away from densely populated commercial areas as far as possible)
 - Avoid any pumping requirements and regular maintenance operational costs while addressing the main drainage concerns.
 - necessary detailed surveys shall be done by the Consultant for the municipal area of approximately 23.63 Square kilometers. Longitudinal sections at 25-meter interval, cross section levels at every 3 meters including the obligatory points are to be taken and mapped where ground undulation varies sharply levels are to be taken & plotted at closer intervals so as to demarcate the ground profile clearly. Junction levels, double check bench marks where needed, establishment of Bench Marks with concrete pedestals and superimposing them on the contour map for the extended area also to be prepared by the Consultant with an interval of 0.20-meter contour. The TBMs shall be approximately one per one Sq. Km to be located at important junctions and on permanent structures and such other land marks & well documented in an exclusive register. All the documentation will become the property of the NAC Kuchinda / Govt. of Orissa and the consultant have to hand over to the employer both in hard copy & soft copy form.
 - Prepare plans showing the existing regime and all the above features to a suitable scale
 - Prepare micro level storm water network plan integrating with the major storm water drains.

Select options, priorities and cost interventions.

- From the various options developed, cost will be an important factor in selecting the most viable option.
 - a) Outline costs for all the drains with phasing of works;
 - b) Develop comprehensive and integrated drainage plans for the NAC Kuchinda detailing the selected options and how they integrate into the overall city drainage plan.
 - c) Conduct interactions with the NAC / Water Resources Engineers / Special Planning Authority (SPA), Kuchinda and others during the study through power point presentation.

The Consultant will, during the study period, make presentation to the

understanding of the Municipal / Water Resources Engineers / SPA and other related authorities on matters relating to drainage, provide necessary computer aided tool kits (CD or power point presentation) at various places, to make them aware of the existing drainage system deficiencies and how they can be improved to mitigate the problem and maintained properly. Any suggestion for addition or alternation received from them suiting to the needs of geological, climatical, weather changes, occurrence of unprecedented rainfall and change in co- efficient of discharge for use in empirical formulas in discharge calculations, if any, may be considered to find the worst stage of floods / storm situation & to suggest remedial measure thereof.

Minimum requirements and concepts:

Persons and task	Minimum Academic Qualifications	No.	Minimum Work Experience
1	2	3	4
Civil Engineer(Team Leader)	Post graduate engineer with specialization In Hydrology Urban Storm Water Drainage	1	15 years relevant experience in similar field
Environmental Engineer	Post graduate engineer with specialization in Environmental Engineering	1	10years relevant experience
Water Resources Hydrology Engineering	Post graduate engineer with specialization in Water Resources Hydrology	1	5years relevant experience
Social Science Expert	Community development specialist with planning skills and some training background	1	5years relevant experience
O&M Engineer	O&M Engineer having experience in maintenance of Drainage	1	5years relevant experience

The study shall include but not be limited to the following:

- Catchment boundaries and sub-boundaries for each drain shall be identified. The study shall encompass the whole catchment, watershed identified and the drainage system including any area beyond the municipal boundary if happens to be within the catchment, survey of existing drainage network and data relating to Water logging, surface and sub-soil conditions, groundwater levels, tanks spillways, storm water retention structures, pumping, etc. Survey shall include levels at maximum 25 meter intervals longitudinally and at high and low points covering all obligatory points along the proposed drains top and invert levels and sections of existing secondary or tertiary drains joining the proposed drains.

- For the entire length of all the drains, determine the invert elevation, top of drain and propose cross-sectional flow area for each section of drain duly considering existing culverts /structures.
- In flat terrain to check not only hydraulic capacity but also retention capacity of drains.
- Identify opportunities / locations for storm water retention (possible to the minimum extent, if unavoidable) and infiltration within the drainage system.
- Consider alternative routing for drains to avoid channeling large quantity of water through densely populated areas.
- Outcomes and deliverables
- By the completion of this task the NAC Kuchinda shall have:

An accurate assessment and understanding of the Municipal Storm water drainage system as well as water bodies like ponds and lakes etc.

A complete and comprehensive storm water drainage master plan with DPR with the study report for the entire NAC Kuchinda area up to design period showing complete details like drain size, material, slope, depth, invert levels, and all hydraulic details.

- Contour map indicating 0.20 metre contour interval with junction levels, Bench marks covering the entire Municipal area @ one per sq.km at suitable locations.

Intensity duration curves and run off coefficients.

- Flow charts: preliminary designs, drawings, and detailed cost estimates for drainage works until final disposal for the entire drainage.
- The detail land plan and land schedule required for the project Private, Government and Forest Land.
- Implementation plan with phasing of works and standard type designs and plans.
- Short- and long-term drainage strategy.
- Increased awareness of staffs towards drainage issues
- Institutional, financial, IRR, EIA etc. as per standard guidelines.
- The DPR for the work should be prepared and submitted separately for each Primary Drain with its Secondary and Tertiary Drains in a holistic manner with detail Planning Design Drawing and Cost Estimate at the prevailing Schedule of Rates of Government of Odisha.

EXPERTISE AND INPUTS

Expertise

An engineering consulting firm experienced in urban drainage and water disposal engineering is required to conduct the above studies. While

engineering skills and experience are required as the backbone of this work, a general understanding of the capacity of NAC Kuchinda to carry out works is also essential. Skills and knowledge requirements to complete this task include.

All other support staff shall be provided to complete the assignment within the stipulated Time.

INPUTS

One AE / JE from the NAC will assist during the survey work with the consultant for random verification of the levels, TBMs, RDs, alignments, strategic points etc.

Latest Schedule of Rate of Works and Water Resources Department of Govt, of Orissa shall be adopted for the purpose of preparing / framing the estimates.

Data & Information required.

All the required data, information, maps and plans shall be obtained from the concerned department of any other sources by the Consultant at his cost & risk. The consultant shall carry out any tests or investigations for the study only. The consultant shall include the expenses towards collection of information / data etc. in the overall quotation and no extra payment will be admissible for this purpose.

Capacity building

As a part of this study, the consultant has to work closely with PWD, Water Resources and Municipal Engineering staffs and enhance their capacity building in the concepts, designs, and implementation of the recommendation. To achieve the above objective, the consultant shall carry out the following.

- Carryout the studies in close interaction with the PWD/Water Resources / Municipal Engineering staff duly involving them at each stage of the study
- Meet and interact with the PWD, Water Resources and Municipal Engineers as and when required and apprise them the progress of the study at least once in a month.
- Conduct technical sessions once in a month with the PWD, Water Resources / Municipal Engineering staff regarding their assessment of the existing system, their recommendations and their feasibility.
- Conduct Training Programme one each at operator level, middle management level and senior managerial level on all the study aspects for two times to disseminate the concepts and clearance of technical aspects of this study.

Final Outputs and submittals

Format

- All final outputs are to be submitted in both hard and softcopies.
- All survey data, maps, drawings and analysis shall be in appropriately formatted and digitized compatible with Government of India / Odisha standards.
- Present practices of operation and maintenance including type of tools and equipment available should be analyzed and improvements suggested.
- Use only A4, A3 and A2 paper sizes of all reports and plans.
- Plans shall be produced on AutoCAD (or equal application) on appropriate size sheets at appropriate scales to show the city drainage system and its components as defined in each section of the TOR and necessary for understanding of the situation (existing as well as proposed). Reports submitted without satisfactory plans will be considered in-complete.

Submittals

During the study period the consultant shall make the submittals, as indicated below:

- I. Inception Report shall consist of Project Appreciation, Methodology of work, Data formats, work program, Project area maps etc.
- II. Preliminary Report shall consist of field studies and field survey data, information collected from various departments, Review of existing conditions, Preliminary analysis of data, alternative solutions, evolving design principles & parameters, quantity & costing based on line- estimates
- III. Draft Final DPR shall be a complete report containing all the information required in the tasks listed in the scope of work above and support calculations and maps (plans). The findings of this report shall be presented in the workshop.
- IV. Final DPR shall be the report incorporating all comments & compliances of the Departments with final version of all plans (maps).
- V. Necessary software or Programme developed in the preparation of the designs and reports shall also be transferred to the employer along with final reports.
- VI. The DPRs should be prepared separately for each Main / Primary Drain with its Secondary and Tertiary Drains as a complete system having all details and cost estimate at the prevailing scheduled of rates of Government.

Duration and Execution Schedule

The DPRs shall be prepared in all respects within a period of 6 (six) months and during this period the consultants shall submit a number of progress reports, working papers & draft and final reports for the consideration of the employer.

Sl. No.	Activity/Report	Timeline starting from the effective date of work(to be declared after signing of contract) (Drainage System)
1	Submission of Inspection Report and work plan(5HC +1Pen Drive)	30days
Master Plan Phase(1st phase)		
2	Submission of survey & investigation report with drawings, technical memorandums and final presentation of Master Plan Recommendations (5 HC + 1Pen Drive) media	3(Three)months
3	Presentations	

Detailed Project Report Phase(2nd Phase)		
4	Submission of detailed design & drawings, Submission of estimate with analysis of rates, Submission of draft detailed project report,(5HC+Pen drive)	2(two)months
5	Presentations	
6	Submission of final report and detailed project report with bid document and bill of quantity(5HC+PenDrive)	1(one)month
7	Presentation, modification as required for approval of the DPR(5HC+Pen Drive)	Till approval by the ULB/GoO

Payment Break-up based on Deliverables:

Sl.No	Activity/Deliverable	Payment Break-up in %

1.	Inception Report & work plan(5HC + Pen Drive) a) On submission b) On presentation and submission of compliance to observations with approval of competent authority	2%
Master Plan Phase(1stPhase)		
2.	Submission of survey & investigation report with drawings, technical memorandums and final presentation of Master Plan Recommendations with after approval of competent authority (5HC+PenDrive)	20%
3.	Presentations and after compliance to the comments/observation with approval of competent authority.(Correction slips +Pen Drive)	13%
Detailed Project Report Phase(2ndPhase)		
4.	Submission of detailed design & drawings, Submission of estimate with analysis of rates, Submission of draft detailed project report,(5HC+Pen Drive)	10%
5.	Presentations and after compliance to the comments/observations.(Correction slips +Pen Drive)	10%
6.	Submission of final report and detailed project report with bid document and bill of quantity(5HC+Pen Drive)	35%
7.	Presentation, modification as required with after approval of the DPR by GOO/competent authority (5HC+Pen Drive)	10%
	Total:	100%

Monitoring of the work:

The consulting firm will arrange all facilities, equipment, hardware, software, personnel necessary for the work at its cost and all incidental costs are inclusive. On completion of the work, all data collected during the study by the consulting firm will become the property of the ULB. However, the consulting firm is not allowed to create any assets in the form of office logistics / vehicles etc. and all such support system required for the work by the consulting firm shall be obtained on hire basis only.

The consulting firms shall provide all the maps, data, collected, analyzed, drawing prepared in hard as well as soft copy (Hard disk) with proper labelling and documentation in such a format as may be suitably used by the employer at any point of time in future.

Bidding eligibility / Capacity:

- i) The firm should have completed detailed project report for drainage system costing not less than Rs. 10 crore under any State Govt. or Union Territory of India/ Municipal Corporations in the past 5 (five) years. **The DPRs so prepared should have been accepted by the concerned authority and photocopy of certificate declaring completion of DPR by an officer not below the rank of Executive Engineer should be furnished duly attested by a Notary and signed by the consulting firm.**
- ii) The work order for such work should be enclosed to confirm the duration of completion period.
- iii) The firm should have required manpower as stipulated in this ToR
- iv) The Curriculum Vitae of proposed professional staff for all assignments should be furnished in the form stated in RFP (as mentioned in ToR).

Local Office

On entrustment of work, within a week's time the consultant shall open a local office (if not existing already) at Kuchinda headed by Resident Project Manager. The office must be equipped with all necessary office equipment.

All the queries raised by the NAC Kuchinda /department of Housing and Urban Development, Odisha / Department of Water resources, Odisha during the scrutiny of DPRs, shall be attended by the Consultants forthwith. If needed, the Team Leader/ Resident Project Manager must attend office of the NAC Kuchinda / Department of Housing and Urban Development, Odisha / Department of Water Resources, Odisha/ Special Planning Authority, Kuchinda / All other related offices at their own cost.

Evaluation of Technical Proposals:

- The evaluation committee shall evaluate the technical proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub- criteria and point system specified in the Data sheet. Each responsive proposal will be given a technical score (St.).
- A proposal shall be rejected at this stage if it does not respond to important aspects of the EOI and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Datasheet.
- After the technical evaluation is completed the Executive Officer, NAC Kuchinda shall inform in writing the Consultants who have submitted Technical proposals and who have secured the minimum qualifying marks. The Consultants shall have to present their proposal to the

Evaluation committee at 11.00 hrs on Dated. _____ in the Conference Hall, NAC Kuchinda, Kuchinda. Thereafter the date for opening of Financial Bids shall be intimated to the qualified bidder in writing. Consultants' attendance at the opening of financial proposals is optional.

- Financial proposals shall be opened publicly in the presence of the Consultants representatives who choose to attend. The name of the Consultants and the technical scores of the Consultants shall be read aloud. The Financial proposal of the Consultants who scored the minimum qualifying mark in technical evaluation will then be examined to confirm that they are sealed and unopened. These Financial proposals shall be then opened, and the total prices read aloud and recorded.
- The Evaluation committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the formers will prevail.
- The formula for determining the final scores is the following: The Financial proposals (F) shall be the arithmetic sum of total Costs, as indicated in price Bid. $S_f = 100 \times F_m / F$, in which S_f is the financial score, F_m is the lowest price and F the price of the proposal under consideration.

34 Quality and Cost Based Selection (QCBS)

- In case of QCBS, the lowest evaluation financial proposal (F_m) will be given the maximum financial scoring (S_f) and the other financial proposals will be computed as indicated in the Data sheet. Proposals will be ranked according to their combined technical (S_t) and Financial (S_f) scores using the weights (T =the weight given to the Technical Proposals; P =the weight given to the Financial Proposals; $T + P = 1$) indicated in the Data Sheet: $S = S_t \times T\% + S_f \times P\%$. The Firm/ Consultants achieving the highest combined technical and financial score will be invited for negotiations. The weightage given to the Technical & Financial Proposals are Technical = 0.70 (T) Financial = 0.30 (P)

35 Negotiations

Technical Negotiations:

Negotiations will be held for further improvement on the Technical proposal, the proposed technical approach and methodology, work plan, and organization and staffing, and suggestions, if any, made by the Consultant. The Employer and the Consultants will finalize the Terms of Reference, staffing, schedule, work schedule, logistics, and reporting. These documents will then be

incorporated in the contract as “Description of Services”. Special attention will be paid to clearly defining the inputs required from the Employer to ensure satisfactory implementation of the assignment. The Employer shall prepare minutes of negotiations which will be signed by the Employer and the Consultants.

Financial Negotiations:

The financial negotiations will be held to economize the cost of the services proposed in financial bid.

Criteria, sub-criteria, and point system for the evaluation of Full Technical Proposals are:

Sl. No.	Parameter	Max. Points
1.	Specific experience of the consultants related to the Assignment.	10
2.	Adequacy of the proposed work plan and methodology in responding to the TOR	40
A	Understanding of TOR	10
B	Methodology Statement and Approach	20
C	Scheduling /Work plan and resource commitment.	10
3	Qualifications and competence of the Key professional staff for the Assignment. The number of points to be given for qualifications and competence of the key professional staff or the assignment are: i) General qualifications points (e.g. level, duration of relevant experience, etc.) 15 ii) Adequacy for the period 30 (e.g., experience in methodologies, urban hydrology Specialization, managerial skills etc.) iii) Experience in region & language 05 The minimum technical score (St) required to pass is 75 points.	50
	Total Points	100

The formula for determining the financial scores is the following:

- The financial proposal (F) shall be the arithmetic sum of Total Costs, as indicated in Price Bid (P) $Sf = 100 \times Fm / F$, in which Sf is the financial score, Fm is the lowest price and F the price of the proposal under consideration. The weights to be given to the Technical and Financial

- proposals are: T =0.70,P =0.30.
- The Consultants have to present their proposal to the Evaluation committee on Dated. _____ at 11.00 hrs in the Conference Hall of NAC Kuchinda.
 - The date of opening of financial proposal shall be intimated to the qualified bidders separately after the technical evaluation is over.

Study Administration

The Executive Officer, NAC Kuchinda will function as a study contract coordinator to oversee the study and provide a principal point of contact with the consultant on behalf of the employers.

The Consultant will provide all facilities and equipment necessary to conduct the study,

On completion of the study, all data collected during the process, software packages used and developed during the study by the consultant along with the user manuals will become the property of the employer. The consultant shall provide all the maps, data, collected, analyzed, drawings prepared in hard as well as soft copy (CD/Pen Drive) with proper leveling and documentation.

Executive Officer
NAC Kuchinda

SECTION - V

SCHEDULES OF SUPPLEMENTARY INFORMATION

Schedule A - To establish their eligibility, Consultant shall submit all the necessary documents. If the Consultant is an existing or intended JV shall submit a copy of the JV Agreement, or a letter of intent to enter into such an Agreement. The respective document shall be signed by all legally authorized signatories of all the parties to the existing or intended JV, as appropriate.

Schedule B - Bank Guarantee for EMD Schedule C -Income Tax PAN No.

Schedule C1 - GST Registration Certificate/No Schedule D- Project

Experience Record Schedule E Activity Schedule

Schedule F -Similar Project Experience record

SECTION - VII

FORMS

LETTER OF ACCEPTANCE

From:

To

Sub: - Tender for the work.....

Ref: - Your Tender for the above work

* * * * *

Kindly refer to your offer / bid. dated.
.....forwarded in response to Invitation
to Tender No.....

You are hereby informed that the referenced Tender is accepted.

You are requested to furnish the security deposit for an amount of Rs.....
within seven days of the receipt of this letter and remained present in the Office of the
Executive Officer, NAC Kuchinda for execution of Contract documents.

The Contract will be governed by the Conditions of Contract as set out in the Tender
Documents subject to modifications accepted by the Executive Officer, NAC Kuchinda .
Please return this copy duly accepted and signed.

Yours sincerely,

(Signature)

Accepted

Signature, Name & Designation Seal of Firm / Consultant

SCHEDULE -A

JOINT VENTURE AGREEMEN

SCHEDULE – B
FORM OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

Whereas _____ (name of the firm) (hereinafter called 'CONSULTANT') wish to participate in Tender Notice No _____, dated _____, of Executive Officer, NAC Kuchinda (hereinafter called the EO) for (Name of work)' _____

-----”
AND WHEREAS in terms of the Tender conditions the Consultant is required to furnish to the Executive Officer, NAC Kuchinda a Bank Guarantee for a sum of Rs.

_____ (Rupees _____) as earnest money against the Consultant's offer aforesaid.

And _____ whereas we, _____ Bank, _____ branch have at the request of the Consultant agreed to give to the GVMC this guarantee as here in after contained.

We, _____ bank, _____ branch, hereby undertake the guarantee to pay immediately to the Executive Officer, NAC Kuchinda, on demand in writing by the Executive Officer, NAC Kuchinda an amount of Rs. (Rupees _____) Without any reservation and recourse if the Tender shall for any reason withdraw whether expressly or implied their said Tender during the period of its validity or any extension thereof or the Consultant fails to execute the agreement for the work awarded to them by the Executive Officer, NAC Kuchinda .

We, the _____ Bank, _____ further agree to that our liability to pay the aforesaid amount is not dependent or conditional on the Executive Officer, NAC Kuchinda proceeding against the Consultant and we shall be liable to pay the amount without any demur, merely on a claim raised by the Executive Officer, NAC Kuchinda .

The guarantee herein contained shall not be determined or affected by the liquidation or winding up or dissolution or change of constitution or insolvency of the said Consultant but shall in all respects and for all purposes be binding and operative until payment of all money(s) due to the Executive Officer, NAC Kuchinda, in respect of such liability under the guarantee is restricted by Rs. (Rupees. _____). Our guarantee shall remain in force until _____.

We shall be relieved and discharged from all our liability here under.

We, the _____, undertake not to revoke this guarantee during its pendency/currency except with the previous consent of the Executive Officer, NAC Kuchinda in writing.

Station

Name of the Bank

SCHEDULE – C

INCOME TAX PAN NUMBER AND DETAILS OF CLEARANCE

SCHEDULE–C1

GST REGISTRATION NUMBER AND DETAILS OF CLEARANCE

SCHEDULE–D

PROJECT EXPERIENCE RECORD

SI No	Name of Work	Employer	City area/population	Project Cost	Date of Commencement	Date of Completion
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SCHEDULE – E

PROGRAMME OF WORK (Activity Schedule)

The Consultant shall furnish below his programme of work, accompanied by bar charts, arranged as he deems fit in order to complete the total work within the period of contract. Programme shall be divided into main activities and sub-activities with detailed description, time required. Manning schedule along with tasks assigned to each key personnel and sub key personnel shall also be enclosed

Name :

Signature :

Date :

(Seal) Designation : _____

SCHEDULE-F
SIMILAR PROJECT EXPERIENCE RECORD

SI No	Name of Work	Employer	City area/population	Project Cost	Date of Commencement	Date of Completion
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SCHEDULE – G

BIO-DATA OF TECHNICAL PERSONNEL OF THE CONSULTANT WHO WILL BE AVAILABLE FOR THE PROPOSED CONTRACT

- a) Sl. No. :
- b) Name :
- c) Designation :
- d) Qualifications :
- e) Duration of employment with Consultant;
- f) Years of professional experience:
- g) Experience on works of similar nature during employment with Consultant, and previous employment, if any.

h) Position & Responsibility for the present work

FORMAT FOR CURRICULUM VITAE

1. Name of person/organization :

2. Permanent Address :

3. Educational Qualification :

4. Professional Qualification :

5. Past Experience :

6. Specialization if any :

7. Out-standing activities performed earlier

SCHEDULE – H

RECORD OF ARBITRATION & LITIGATION

The Consultant shall record chronologically any disputes he has had with any of his previous Employers during the last 10 years, indicate whether arbitration or Litigation, the nature, approximate duration and amount of claim involved in respective cases.

Sl. No	Project Identification and Location	Name and Address of Employer with contact No	Nature of Dispute					
			Description	Arbit'n Litigant's	Period From-To	Amount Claimed (lakh Rs).	Result	In favour of Employer / Contractor

Name:

Date:

Signature:

Designation: Seal of Company

SCHEDULE – I
HISTORY OF CRIMINAL CASES

Sl. No.	Name of Police Station	Town or Village and District	FIR No & Date	Details of the charges	Stage of the case/Result

Name:

Date:

Signature:

Designation: Seal of Company

SCHEDULE – J

GENERAL POWER OF ATTORNEY AFFIDAVIT

By this power of Attorney, I/We.....,S/o.
..... Aged about Years,
R/O.....
..... Partners
of.....having its registered office
at..... hereby appoint
.....Aged about Years S/o.
..... as our lawful attorney on behalf of the
company, to do and execute all or any of the following acts, deed and things,
that is to say:

1. To apply for, obtain and renew all licenses, permits, etc. that are necessary for carrying on the said business.
2. To submit all statements, returns, etc. to proper authorities as required by any law or rule in force and to verify the same by production of documents and papers.
3. To appoint, employ, dismiss or discharge any agent, broker, office, clerk, peon, or any other person at such remuneration, commission, or salary, as the said attorney thinks fit.
4. To draw, accept, endorse, negotiate or pay any bill of exchange, hundi, promissory note, cheque, draft, railway receipt, bill of lading or other instrument which may be deemed necessary for carrying on the said business.
5. To open and operate bank accounts in any bank or banks in the name of the firm and/or to authorize any person or persons to operate the above bank account.
6. To borrow or raise loans from time to time, such sums of money, from any individuals, recognized financial institutions such as Banks, Orissa State Financial Corporation, Industrial Development Corporation etc. and upon such terms as the said attorney may think fit upon the security of any of the properties of the firm Whether movable or immovable and for such purpose to execute such document or documents as may be necessary for securing the repayment of such loan or loans.
7. To negotiate, enter into any bargain, do all acts, things or execute any deeds or documents or other instruments or assurances as may be necessary for selling, mortgaging or purchasing any movable or immovable property, from any individual, recognized financial institutions such as Banks, Orissa State Financial Corporation, Industrial

Development Corporation etc. and upon such terms as the said attorney may think fit.

8. To institute contest, compound, submit to arbitration all suits proceedings, claims, demands etc. arising in course of or in relation to the aforesaid business.
9. To execute and sign in our name individually or collectively and on our behalf any document, letter or deed in respect of to carry on the business effectively.

And I/We hereby agree to ratify and confirm all and whatsoever our said attorney shall lawfully do or cause to be done by virtue of this deed.

In witness where of, I/We the said partners has hereto signed
at.....

On this the

WITNESSES:	Name of Partner	Signatures
1.	1.	1.
	2.	2.
	3.	3.

Date:

SCHEDULE – K

JOINT VENTURE AGREEMENT (Format)

The Joint Venture Agreement made at on _____ this _____ day
of.....th....., 20.....

1. M/s....., a Registered company partnership firm having its registered office at _____ represented by its...Hereinafter called and referred as the party of the First Part.
2. M/s....., a Registered partnership firm, having its registered office at, represented by its... Hereinafter called and referred as the party of the Second Part.
3. M/s....., a Registered partnership firm having its registered office at _____, represented by its..... Hereinafter called and referred as the party of the Third Part.
4.
5.

WHEREAS the party of the First Part is a Partnership Firm WHEREAS the party of the First Part is a Partnership Firm

AND

WHEREAS the party of the First Part is a Construction Company / Contractor / Partnership Firm / Manufacturer / Undertaking major Civil Works / Supply of goods and equipment such as CI / DI / RCC / PSC / MS Pipes / Pumps / Motors / Water Meters etc.

WHEREAS the parties, hereto have associates themselves into a Joint Venture for the purpose of preparing and submitting Pre-qualification / Post-qualification / Tender for and successfully executing the works of “.....”

for which Tenders have been invited by the Executive Officer, NAC Kuchinda vide Tender Notice No..... dated.

WHEREAS it is mutually decided by the parties hereto that the Joint Venture will be known as and that the part of the First Part viz., and submitting of Tender on behalf of the Joint Venture.

Now therefore, it is hereby agreed and declared by and between the parties hereto as follows:

1. Definitions:

In this agreement the following expression shall have the following meaning.

Joint Venture – for the purpose of this agreement shall mean acting in collaboration by the parties hereto in the Joint Venture.

Joint Venture – shall mean all the parties to this agreement acting jointly and / or severally to execute the “Works”.

The extent of such acting jointly and / or severally shall be as enumerated below:

THEWORKS– shall mean, the works as described in the Schedule hereunder written and any sanctioned variations there to.

THE CONTRACT– shall mean any contracts entered into by the Joint Venture with the Employer for the execution of the works.

THE EMPLOYER- shall mean, the Executive Officer, NAC Kuchinda , for the work as per contract.

2. Preparation & Submission of Tender:

The parties of the Joint Venture (JV) shall jointly prepare and submit the pre-qualifications / post-qualification / tender documents in the name of the Joint Venture which shall be in such form and shall contain such items and conditions as the employer shall require. After its preparation and submission as aforesaid, the Joint Venture shall be jointly and severally bound by the provision of the Tender or Tenders and none of the party of the Joint Venture can vary or seek to vary the same without previous written consent of the other.

Any bond, Guarantees or Indemnities required by or arising out of the terms and conditions of the Tender or contract shall be procured by the parties proportionate to their share of participation or as agreed by mutual consent.

In connection with submission of the Tenders and the execution of the works, no party of this Joint Venture shall in any way act either alone or jointly with, by or through any other party in a manner likely to be detrimental to the Tender and / or execution of the work(s).

3. The Acceptance of Tender:

If the employer accepts the Tender it shall be joint binding on the Joint Venture. In that event, the Leader of the Joint Venture shall for an on behalf of the Joint Venture enter into a contract in consultation with the parties herein, with the employer to execute the works and the members of the Joint Venture do hereby jointly and severally bind themselves fulfill the contract and execute the work faithfully and perform and observe all the terms and conditions thereon of both as to one another and to the employer. If the said Joint Venture is successful in procuring the executing and completing the said works, the parties of the Joint Venture will discharge the responsibilities of each as required for proper execution of work.

4. Participation:

Each member of the Joint Venture agrees to place at the disposal of the Joint Venture, the benefit of all its experience, technical knowledge and skill and shall in all respects bear its responsible for physical and financial distribution of work as under:

Name of the Company Physical & Financial Distribution of work

- 1.
- 2.
- 3.
- 4.
- 5.

5. Execution and control of Works:

The performance of the contracts and execution of the works will be subject to the overall control of a Supervisor Board, which will consist of representatives of all the parties hereto, holding Power of Attorney. Subject to the overriding authority of the supervisory board, execution and carrying out works, co-ordinated, managed and directed by the project manager appointed by the Leader of the Joint Venture.

6. Working Capital and Banking Accounts:

As soon as necessary after acceptance of the Tender, the Leader of the Jointing Venture shall open a separate Bank Account with the concurrence of the parties with such bankers and at such places. The members of the Joint Venture shall

contribute such sums commensurate to their value of works tot he said accounts as required for proper performance of the contract. The said Banking Accounts shall be operated in accordance with the instructions of the Supervisory Board.

7. Assignment:

No parties to this Agreement shall have the right to assign or its benefits or liabilities under this Agreement to any other, firm or person without obtaining the prior written consent of the other parties.

8. Law:

All the disputes under this Agreement shall be subject to the jurisdiction of the Kuchinda Courts only.

IN WITNESS WHEREOF the parties hereto have set the subscribed their respective hands hereinto on the day month and year first herein above written.

SIGNED AND DELIVERED BY 1.

2.

3.

4.

5.

Witness:

1.

2.

SCHEDULE – L

AFFIDAVIT

1. I/We certify that the information furnished in forms F, G, H, N, J, K and L are true and agree that my / our Tender shall be rejected if I / we am / are found to have misled or made false representation in the form of any of the Schedules of Supplementary information and / or statements submitted in proof of the eligibility and qualification requirements or if I/ We have a record of poor performance such as absconding from work, works not properly completed as per contract, inordinate delays in completion, financial failure and / or has / have participated in previous Tendering for the same work/s and had quoted unreasonable high Tender premium. In addition I/we shall be blacklisted and the work be taken over invoking clause no 2.9 of the General conditions of contract and conditions of particular application.
2. I/We agree to be disqualified for Tendering further works in the NAC Kuchinda if I/We withdraw my/our Tender without a valid reason (to be decided by the Authority competent to accept the Tender).
3. I/We certify that no criminal cases are pending against me/us partners at the time of submitting the Tender.
4. I/We accept that my / our Tender shall be rejected if any criminal cases are pending against me/us/partners of the firm at the time of submitting the Tender.
5. I/We agree that if the history of litigation, criminal cases pending against me/us/Partners furnished by me/us is false, I/We will attend by the action taken by the NAC Kuchinda / Odisha Government without approaching any court whatsoever for redress. However, I/We shall be given suitable opportunity to offer my/our explanation before action is taken against me/us.
6. I/We certify that the following addenda issued by the Executive Officer, NAC Kuchinda have been received by me/us and incorporated in my/our Tender.
 1. dated
 2. dated
 3. dated(Add if the addenda issued are more than 3)
7. Further I/We certify that no near relatives (as defined in It 3.3 (e)) are working in the NAC Kuchinda .

8. I/We also agree to undertake to keep accurate and system of accounts records and furnishes the same (including that of sub-contractor) and agrees to reimburse NAC Kuchinda any excess amount claimed by me / us over and above my / our entitlement as per relevant Clauses of the General Conditions of contract.

Dated thisday of 20 ..

Signature.....in the capacity of duly authorized to sign the Tender for and on behalf of
..... (Block Capitals)

Signature of Witness:

Name of Witness:

Address of Witness: