

# SAMBALPUR MUNICIPAL CORPORATION

# REQUEST FOR PROPOSAL

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FOR

SELECTION OF CONSULTING FIRM FOR
ESTABLISHMENT OF
PROJECT MANAGEMENT UNIT
AT SAMBALPUR MUNICIPAL CORPORATION

SMC

OFFICE OF THE
SAMBALPUR MUNICIPAL CORPORATION,
DURGAPALI, SAMBALPUR (ODISHA)- 768006



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## DISCLAIMER

The information contained in this Request for Proposal (hereinafter referred to either as "RFP") document provided to the Bidders, by the Commissioner, Sambalpur Municipal Corporation, Sambalpur hereinafter referred to as SMC, or any of their employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

The purpose of this 'RFP document is to provide the Bidder(s) information to implement the following assignment: "Selection of Consulting firm for setting up Project Management Unit at Sambalpur Municipal Corporation". This RFP document does not purport to contain all the information each Bidder may require. This RFP document may not be appropriate for all persons, and it is not possible for the SMC, their employees or advisors to consider the business/investment objectives, financial situation and needs of each Bidder who reads or uses this RFP document.

Each Bidder should conduct its own investigations & analysis and should check the accuracy, reliability and completeness of the information in this RFP document and wherever necessary obtain independent advice from appropriate sources. SMC, their employees and advisors make no representation or warranty and shall incur no liability under and law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP document.

SMC may, in its absolute discretion, but without being under any obligation to do so, update amend or supplement the information in this RFP document.



## SECTION 1: Letter of Invitation

From The Commissioner Sambalpur Municipal Corporation, Sambalpur

### Dear Bidders,

- The Commissioner, Sambalpur Municipal Corporation (SMC), Sambalpur invites proposal
  from experienced agencies for "Selection of Consulting firm for setting up Project Management
  Unit at Sambalpur Municipal Corporation". The details of the required scope of work and
  services expected from the Agency are provided in the Section 4: Terms of Reference in
  this RFP Document.
  - An Agency will be selected as per Quality and Cost Based Selection (QCBS) criteria described in this RFP.

b. The RFP comprises the following sections:

Section 1 - Letter of Invitation

Section 2 - Definitions

Section 3 - Factsheet

Section 4- Terms of Reference

Section 5 - Instructions to Agencies

Section 6 - Technical Proposal - Standard Forms

Section 7 - Financial Proposal - Standard Forms

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Commissioner
Sambalpur Municipal Corporation

#### Section 2: Definitions

- a) "SMC" means the Sambalpur Municipal Corporation, Sambalpur
- b) "Client" is the Commissioner, Sambalpur Municipal Corporation, Sambalpur
- "Agency" means any entity or person that may provide or provides the Services to the Client under the Contract.
- d) "Day" means calendar day.
- e) "Instructions to Agencies" means the document / information needed by the bidders to prepare their Proposals.
- f) "Loi" means the Letter of Intent being sent by the Client.
- g) "Personnel" means professionals and support staff provided by the Agency to perform the desired Services.
- h) "Proposal" means Technical Proposal and the Financial Proposal.
- i) "RFP" means the Request for Proposal circulated by the Client for the selection of Agency(s).
- "Assignment/job" means the work to be performed by the Agency pursuant to the Contract.
- k) "Terms of Reference" (ToR) means the information included in the RFP which explain the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the selected Agency(s).
- l) "Competent Authority" means Commissioner, Sambalpur Municipality Corporation, Sambalpur

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# Section: 3 Fact Sheet

Availability of Request for Proposal document.	Downloadable from Website: www.smcsambalpur.nic.in & www.sambalpur.nic.in
Date, Time and venue for Pre-Bid Meeting	Bid Meeting Dt. 18 02 200 at 11.00  A.M. in the Conference Hall of  Sambalpur Municipal Corporation
Last Date of Submission of Pre-bid Query through E-mail Only(sambalpurm.hud@nic.in)	13/02/2025 till 5.00 P.M
Last Date of Uploading of response to Pre-bid Query	20 102/2025 Dt 28/02/2021 5.00 P.M
Last date for receipt of Technical and Financial proposals (Through speed / Registered post /Courier only)	Dt 28/12/2011 5.00 P.M
Date and Time of opening of Technical proposals	Dt O 103/202 t 4.00 P. M
Date and Time for Technical presentation of technically eligible applicant (15 Minutes Only)	To be intimated Later
Date and Time of opening of. Financial proposals	To be intimated Later





## 3.1 About Sambalpur Municipal Corporation

Sambalpur is a Municipal Corporation in the state of Orissa, India. It is the headquarters and the largest town of Sambalpur district. Sambalpur Municipal Corporation has been notified, as per the notification no 32943/ HUD dated 15th November 2013 of Housing & Urban Development Department by a merger of old Sambalpur Municipality, old Burla NAC, old Hirahud NAC and seven Gram Panchayats (GPs) from Dhankauda block and five Gram Panchayats (GPs) from Maneswar block. The Sambalpur Municipal area of 303 sq. kms includes 33.66 sq. kms of old Sambalpur municipal area, 87.30 sqkms old Burla NAC area and 49.02 sqkms of Hirakund area and other GPs. The Sambalpur Municipal Corporation has a population of 3,35,761 Lakhs Census 2011 with 78,803 households and 41 wards, 171 number of slums, having total 782.65 Km length of streets/roads, 464.22 Km length of drains.

# 3.2 About Project Management Unit for Sambalpur Municipal Corporation (SMC), Sambalpur

Sambalpur Municipal Corporation proposes to set up Project Management Unit(PMU) at Sambalpur Municipal Corporation as a Support to coordinate the work related to Data Management, implementation, coordination, supervision and monitoring of project activities, Gathering ideas from national and international level best practices and preparation of a report for further improvement keeping in view national and international standards and emerging needs, in addition to Preparing Tender Documents, RFPs and ToRs for procurement of goods and services needed under the project, wherever required and monitoring the process of procurement of goods and services through RFPs. Provide day-to-day management and technical support to various departments of Sambalpur Municipal Corporation and suggesting measures for removing bottlenecks and constraints in the way of smooth implementation of the projects. Conducting and supporting training programmes for various departments.

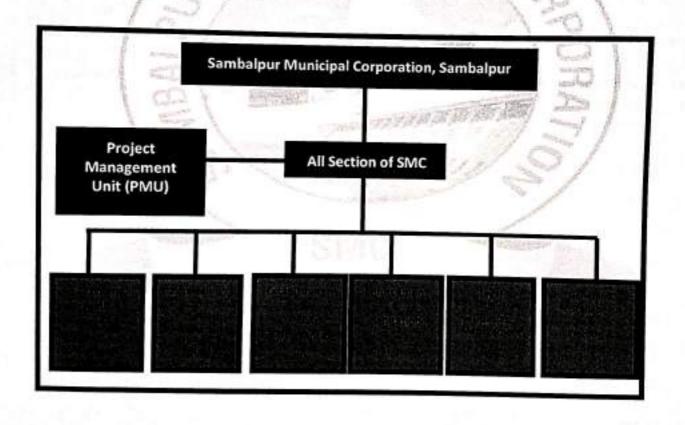


## Section 4: Term of Reference

## 1. Objective

The scope of this RFP is to hire subject matter experts (Resource Persons) with relevant experience - as Project Management Unit (PMU) team. This team would be instrumental in implementing industry's best practices not only in technical areas but also in end-to-end project management process. This team shall be responsible for assisting and providing technical expertise towards implementing of different developmental works under different section of Sambalpur Municipal Corporation in end-to-end programme and project management. To help achieve the ambitious goal set by Sambalpur Municipal Corporation to be accomplished through PMU outlay under physical infrastructure and social sector space. This team shall act as a bridge between Municipal Corporation, and the Government the PMU Departments/Agencies operating within the district. The scope of this RFP is to oversee and supervise implementation of Project Management System through a team of professionals to be referred to as Project Management Unit (PMU) hereafter in a nut cell it can be depicted through a Flow chart as given below

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## 2. Duration of the Contract

Initial Contract will be for a period of 03 (Three) years from the effective date of the contract with SMC and extendable for another three years or more on satisfactory performance. The escalation on consultancy fee payable to professional @10% after successful completion two year of PMU upon reviewing by the authority and satisfactory Performance of professional.

### 3. Scope of Work

The scope of this RFP is to hire subject matter experts (Resource Persons) with relevant experience - as Project Management Unit (PMU) team. This team would be instrumental in implementing industry's best practices not only in technical areas but also in end-to-end project management process. This team shall be responsible for assisting executing agencies implementing developmental works in Sambalpur District in end-to-end programme and project management. To help achieve the ambitious goal set by Sambalpur Municipal Corporation to be accomplished through PMU outlay under physical infrastructure space. This team shall act as a bridge between Sambalpur Municipal Corporation, the PMU and the Government Departments/Agencies operating within the district.

Major responsibilities include following -

- Assistance in getting an integrated 360o view of Infrastructure and Social Development projects in the scope.
- Assistance in strategic Planning process including strategic technical studies, instructing departments and obtaining their reports.
- Identification of critical gaps that are needed plugged for the betterment of socio-economic development of the stake holders.
- d) Augment Information Technology infrastructure proposed for this project.
- e) Assist in Project Reporting, monitoring, and evaluation of ongoing projects.
- Support in stakeholder management.
- Appraising and proposing best practices in the social development sectors for the betterment of stakeholders.
- h) Support in preparation of annual report to be placed before OLA
- i) Adopt optimum financial measures to check pilferage of Money, Manpower and Material resources for SMC
- Help SMC in attending to the prevailing financial Rules & norms/Audit Paras/Tax Compliances/ RTI applications and Assembly Questions and appraisal of same to Municipal Commissioner and senior officials of SMC in time.

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## 4. Replacement of onsite Resources

Except as the Client may otherwise agree in writing no changes shall be preferred in the PMU Team so deployed with SMC Sambalpur. Notwithstanding the above, the substitution of Onsite resource during contract execution may be considered only based on the consultant's written request and due to circumstances beyond the reasonable control of the Consultant, including but not limited to death or medical incapacity or resignation from organization. In such case, the Consultant shall provide a replacement forthwith, a person of equivalent or better qualifications and experience and at the same rate of remuneration

# Eligibility Criteria

The bidder must possess the requisite experience, resource and capability in providing services desirable to meet the requirements prescribed in the RFP. The bidder must also hold the requisite technical know-how and the financial wherewithal that would be required for successfully implementation of projects proposed to be implemented by Sambalpur Municipal Corporation, for the entire period of the contract. The bids must be complete in all respect and should cover the entire scope of work as stipulated in the RFP. The invitation to proposal is open to all bidders who meet the eligibility criteria specified below:

Sl. No.	Basic Requirements	Specific Requirement	Documents Required
1	Bidder	Applicants eligible for participating in the assignment should be a single Legal Entity registered under appropriate Acts in India i.e.  • A company registered under the Companies Act 1956, or a partnership firm registered under the relevant and prevailing law relating to partnership in India  • An organisation registered under the Indian Trusts Act 1882  • It must be in operation continuously for preceding 10 years in the field of Consultancy as on 31st March, 2023  • An organisation registered under the Societies' Registration Act 1860.  • Consortium Firm shall not be eligible to participate in the Bid.	Requisite Documents to be furnished:  Certificate of incorporation Registration certificate Goods and Service Tax registration PAN number of the organization EPF/ESI



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	Bidder Turnover	The applicant should have a minimum average annual turnover from Consultancy Services of Rs 15 crores from Indian operations during the preceding three FYs (2021-22, 22-23 & 23-24)	Certificate from Statutory Auditor/ Financial Statemen (Profit Loss A/c & B/S) / ITR as per Income Tax Act etc must be furnished. Turnover Certificate from CA
3	Bidder Experience and Technical Capability	The Firm should have experience in running PMU/ providing consultancy services at District /State /National level minimum for 5 years along with experience in developing Detail Project Report (DPR) for various developmental projects in the field of Infrastructure, Livelihood, Engineering, Sanitation, Environment, Energy and Water Resources.	The applicant is required to submit proof of engagement such as MoU/ Work Order Contract / LoA/ Engagement Letter/ Completion Certificat etc. In this regard
Sl.	Basic	Specific Requirement	Documents Required
4 4	Requirements Bidder Consulting Capacity	The company should have minimum of 100 full time Consulting professionals on the rolls of the company, as on 31st March, 2024	Statement / Certificate / Self-Declaration showing minimum 100 Staffs in the regular payroll of the firm as on 31st March, 2024
5	Authorized Representative from Bidder	A power of attorney/ Board resolution in the name of the person signing the bid.	Original Power of attorney/ Board resolution copy
6	Blacklisting	The bidder should not have been black listed by any State Government / Central Government or any other Public Sector undertaking or a corporation or any other Autonomous Organization of Central or State Government for breach of Contract as on bid calling date. A declaration to this effect duly Self-Certified by the authorized representative of the firm be furnished.	of not having been Blacklisted by the Bidder as on bid calling date (Certificate to be enclosed in the bid duly signed by the authorized signatory on its letter head)
7	Earnest Money Deposit (EMD)	The bidder should furnish an Earnest	Original EMD in form of DD drawn from any nationalized or scheduled commercial bank.

Note: - Only those bidders who meet the above-mentioned pre-qualification criteria shall be eligible

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to respond to this Bid. The bidder's pre-qualification proposal shall contain the relevant information & supporting documents to substantiate its claim of being eligible to participate in the Bid process.

### 6. Instructions to the Bidders

### 6.1 General

a) While every effort has been made to provide comprehensive and accurate background Information and requirements and specifications Bidders must form their own Conclusions about the required resource persons.

b) All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the SMC on the basis of this RFP.

c) No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the SMC. Any notification of preferred bidder status by the SMC shall not be given to any enforceable rights by the Bidder. The SMC may cancel this public Bid at any time prior to a formal written contract being executed by or on behalf of the SMC, without assigning any reason thereof.

d) This RFP supersedes and replaces any previous public documentation & Communications and Bidders should place no reliance on such communications.

# 6.2 Compliant RFP/ Completeness of Response

- a) Bidders are advised to go through all instruction documents, forms, terms & conditions, and other information as laid down in the Bid documents carefully. Submission of the bid / proposal shall be deemed to be treated as done after careful study and examination of the Bid documents with full understanding of its implications.
- b) Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may summarily be rejected. Bidders must therefore:
  - I. Comply with all statutory requirements as set forth in the Bid
  - II. Include all supporting documentations specified in the Bid

## 6.3 Key Requirements of the Bid

## 6.3.1 Right to Termination of the Process

- a) Chairperson SMC may terminate the BID process at any time and without assigning any reason thereof. SMC makes no commitment in expressed or implied manner that this process shall result in a business transaction with anyone.
- b) This Bid itself does not constitute an offer by SMC. The bidder's participation in this process may result SMC selecting the bidder to engage towards execution of the contract.

## 6.3.2 Cost of RFP documents

Bidder needs to pay Rs.20,000/-(Rupees Twenty Thousand Only) towards cost of Bid document in shape of Demand Draft drawn from any Nationalized/ Schedule Bank issued in favour of "The Commissioner Sambalpur Municipal Corporation payable at Sambalpur".

## 6.3.3 Earnest Money Deposit

a) EMD of Rs. 3,00,000/- (Rs. Three Lakh) only needs to be deposited in shape of Demand Draft drawn from any Nationalized/Schedule Bank issued in favour of The Commissioner Sambalpur Municipal Corporation payable at Sambalpur".



- b) EMD of all unsuccessful bidders would be refunded back without interest by SMC within 60 Days from the date of opening at the Bid subject to written request for the same by the bidder.
- c) The EMD may be forfeited
  - If a bidder withdraws his bid during the period of bid validity.
  - In case of a successful bidder, if fails to sign the contract in accordance with the Terms of Bid.

### 6.3.4 Pre-Bid Meeting

Pre-Bid meeting with the interested Bidders shall be convened at the designated date and time mentioned in the data sheet at the OSWAN Hall of SMC, Sambalpur/at any other venue to be notified later on. Bidders/their representatives may join the meeting physically. A maximum of one representatives of each Bidder shall be allowed to participate in the meeting subject to production of Authorization letter from the Bidding firm. During the course of Pre-Bid meeting, the Bidders will be free to seek any clarifications/information and make necessary suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

### 6.3.5 Authentication of Bids

A Proposal should be accompanied by a power-of-attorney in the name of the signatory of the Proposal as per Annexure mentioned in this Bid.

### 6.4 Preparation and Submission of Proposal

## 6.4.1 Proposal Preparation Costs

The bidder shall be responsible for all costs incurred in connection with participation as the bid process including but not limited to, costs incurred in conduct of informative and other diligence acts, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by SMC to facilitate the evaluation process, and in negotiating a definitive contract or such activities related to the bid process. SMC shall in no case be responsible or liable for the costs incurred regardless of the conduct or outcome of the bidding process.

### 6.4.2 Language

For all purpose the official Language for submission of Proposal shall be in English. In case any supporting documents/papers submitted are in other language than English, steps should be taken by the Bidder to translate the same in to English and this should be duly attested by the Bidders.

### 6.4.3 Evaluation process

- a) SMC will constitute a Proposal Evaluation Committee (PEC) to evaluate the responses of the bidders.
- b) The Proposal Evaluation Committee (PEC) constituted by the SMC shall evaluate the responses to the BID and all its supporting documents/documentary evidences. Inability to submit requisite supporting documents/documentary evidence may lead





to rejection of Bid.

- c) The decision of the Proposal Evaluation Committee (PEC) in the evaluation of responses to the BID shall be final and binding. No correspondence shall be entertained outside the process of evaluation with the Committee.
- d) The Proposal Evaluation Committee (PEC) may ask for meetings with the bidders to seek clarifications on their proposals.
- e) The Proposal Evaluation Committee (PEC) reserves the right to reject any or all proposals on the basis of any deviations.
- f) Each of the responses shall be evaluated as per the criterions and requirements as specified in this BID.
- g) The successful Bidder would be selected by the Evaluation Committee on the basis of evaluation of Technical & Financial Bid adopting the Quality Cost Based System (QCBS) methodology @ 70:30 (weightages of 70 for technical and 30 for financial Bid).

## 6.4.4 Opening of Bid

The Bid Opening date for received bids shall be as per the schedule mentioned at the section 1 (Fact Sheet). Any change in date, time & venue of opening of Bid shall be intimated through Mobile/e-mail/post/website. The proprietor/authorized representative of the bidders are expected to remain present at the place time & venue of opening of bid, which shall be informed by SMC. Authorisation letter from the Proprietor/owner/CEO/Partner of the Firm is mandatory for-authorised representative representing the Firm in the meeting. In case the proprietor's authorized representative of Firm is/are found to be absent in the meeting the decision of the committee shall be final & binding upon the bidder, in the event of any confusion/clarification that may arise.

## 6.4.5 Validity of Bid

The offer submitted by the Bidders shall remain valid for a minimum period of 90 days from the date of opening of BID.

### 6.4.6 Evaluation of Bid

- i) Initial Bid scrutiny will be held and incomplete details as given below will be treated as non-responsive if Proposals:-
  - a) Are not submitted as specified in the RFP.
  - b) Received without the Letter of Authority (Power of Attorney).
  - c) Are found with suppression of details.
  - d) Submitted with incomplete information subjective conditional offers and partial offers
  - e) Submitted without the documents as mentioned in the checklist.
  - f) Fails to comply any of the clauses stipulated in the Bid.
  - g) With lesser validity period i.e., for 90 days
- ii) All responsive Bids shall be considered for further processing as below. Proposal evaluation Committee will prepare a list of responsive bidders who comply with all the Terms and Conditions of the Bid. All eligible bids will be considered for further evaluation by a committee according to the Evaluation process defined in this RFP document. The decision of the Committee will be final binding.



- a) Evaluation committee shall examine the bids to determine their completeness, arithmetical accuracy and compliance to other terms & conditions as stipulated in the Bid document.
- b) The SMC may conduct clarification/Pre-Bid meetings with each of the bidder to discuss any matter technical or otherwise, if required or may facilitate for this through Emil/Mobile/Land line number on all working days.
- c) Further, the scope of the evaluation committee also covers taking any decision with regard to the Bid Document, execution, implementation of the project including management period.
- d) Proposal shall be opened in presence of bidder/their representatives who intend to attend at their own cost and arrangement. The bidder's representatives who are present shall sign a register in testimony to their presence in the meeting.

## iii)Proposal document shall be evaluated as per the following steps:

Preliminary Examination of Pre-qualification of Bid documents: The Pre-qualification of document shall be examined to determine whether the bidder meets the basic eligibility criteria as laid down in the Bid document. Any bid found to be non-compliant to terms & conditions specified in the Bid document shall be rejected out rightly.

 Evaluation of document: An exhaustive evaluation of the bid document shall be carried out to ensure that the Bidder meets the basic requirements as set forth in the RFP Document.

The requisite documents to be furnished in support of Eligibility and Technical Evaluation parameters are as follows: -

- Supporting document should clearly indicate the value of the project.
- Contract / MoU / WO/ Engagement Letter / Agreement copy should clearly indicate the value and duration of the project.
- III. Incomplete order copy submitted by the bidder shall not be entertained for evaluation

Bidders failing to comply any of the above-mentioned criterion shall summarily be rejected.

### 6.4.7 Technical Evaluation Criteria

## Technical Proposal of each Bidder shall be evaluated as under -

SI. No.	Criteria	Maximum marks
1.	Organisation's Experience	70
	Bidder's average annual turnover (in INR) in the preceding three years (i.e., FY 21-22, FY 22-23 & FY 23-24)	
1.1	N.B. (T.O Certificate from Statutory Auditor be enclosed) >= 15 Cr. and <25 Cr. = 10 marks >= 25 Cr. and <50 Cr. = 15 marks >= 50 Cr. = 20 marks	20

1.2	Experience in providing PMU services/consultancy/advisory services in the field of Infrastructure/Social development/Municipality/ULB/Health/Livelihood/Skill Development projects to Government at National / State/District level with an average fee above Rs.2.0 crore p.a.  • 5 marks for every project undertaken with a maximum of 20marks (5 x Max 4 projects)	20
	N.B. (Relevant work experience be enclosed sequentially with page).	
1.3	Experience in providing PMU services /Consultancy services in the field of Infrastructure/Social Development /Municipality/ULB/Health/Livelihood/Skill Development to Government at National / State/District level with minimum 5 yrs and above  • Min. 5 Yrs - 10 marks • Above 5 years - 20 marks • N.B. (Experience in completed year shall only be taken as unit for evaluation, Work Experience with	20
1.4	Op to 100 Staffs in the direct payroll of the company - 5 marks  Above 100 staffs - 10 marks  N.B:- The committee may seek documents viz. EPF/ESI/Pay Slip or Certification from Statutory Auditor in lieu of proof,	10
2	Technical Presentation (6 marks for each i.e. 5 x 6 = 30)  a. Understanding and Scope of work.  b. Proposed approach and methodology to manage SMC at Sambalpur.  c. Detailed work plan with milestones for three years.  d. Human Resource profile.  e. Skill and clarity in presentation.  (Hardcopy of the presentation shall be enclosed with bid)	30
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#### Note:

- There should be no repetition of Projects/Credentials/Experiences in any of the above-mentioned criteria.
- The minimum qualifying score in the technical evaluation is 70 marks. The financial bid of only those bidders who secure more than 70 marks in the Technical Evaluation shall be considered for opening of their Financial Bid.
- 3. The decision of the Committee is final and binding and hence the authorised representatives must remain present during opening of Technical and Financial Bids and no objection raised afterwards so far as decision of the committee is concerned shall be entertained. Selected Bidder should deployed all resources with his own pay-roll and no third-party payroll are allowed.
- In any case Existing resource person of the PMU should not be changed by the successful bidder without any approval of the client.



# 6.4.8 Quality Cost Based System (QCBS 70:30) of Evaluation of Technical & Financial Bids.

Evaluation of Technical and Financial Score.

Combined Quality and Cost Based Selection (CQCBS) method shall be adopted for evaluation of individual Bid during selection process of PMU. Based on the evaluation of technical proposal, the technically qualified bidders shall be ranked from highest to lowest basing on their Technical Score (ST) in accordance with the marks obtained during the technical evaluation stage. There shall be 70 % weightage to technical score and 30 % weightage to financial score.

The individual bidder's financial score (SF) will be evaluated as per the formula given below: SF= [F min / Fb] \* 100 (rounded off up to 2 decimal)

where,

SF= Normalized financial score of the bidder under consideration

F min= Minimum financial quote among the technically qualified bidders

Fb= Financial quote of the bidder under consideration

Combined Score (CS) = (ST \* 0.7) + (SF \* 0.3) - Rounded up to 2 decimal

Where ST = Technical score secured by the bidder

The Bidder scoring the highest Combined Technical & Financial Score (CS) and complying all mentioned statutory eligibility criterion shall be nominated by the selection committee to award the contract.

6.5 Submission of Responses

- a) Eligibility Criteria and Power of Attorney and Cost of Bid Processing Fees & EMD (in a separate sealed envelope)
  - Proposal Cover letter, Check List, and Eligibility Criteria mentioned in Section 1.4 (in a separate sealed envelope).
  - Bid document Cost and EMD (in a separate sealed envelope inscription for same in the right corner of envelop)
  - iii. Power of Attorney
- b) Technical Bid (to be inserted in a separate sealed envelope with inscription for same on the right corner of the envelop).
  - i. Proposal Cover letter and Particulars of the bidders (as mentioned in the Annexure)
  - ii. Technical Proposal
- Financial Bid (to be inserted in a separate sealed envelope with inscription for same on the right corner of the envelop).
  - Proposal Cover Letter
  - ii. Financial Proposal

Each of the envelopes shall to be sealed separately and the (3) three envelops be inserted within a bigger envelop with requisite papers with inscription in the right hand corned of envelop, "Bid document for Selection of Agency for Establishment of PMU for SMC, Sambalpur".

6.6 Modification and Withdrawal of Bids

The Bidder is allowed to modify or withdraw its submitted proposal any time prior to the last



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date and time prescribed for receipt of bids by giving a written request for the same to SMC. Subsequent to the last date for receipt of bids, no modification of bids shall be allowed.

6.7 Proposal Forms

Whenever a specific form is prescribed in the Proposal document, the Bidder shall invariably use that prescribed form to provide relevant information. However, if the form does not have adequate space for any required information than additional sheets can be used/inserted to convey the same. For all other cases, the Bidder may design a form to submit their required information and SMC shall in no way be liable for any printed mis-representation or ambiguity in the information so provided.

6.8 Demographic Conditions

Each Bidder is expected to be well acquainted with the local conditions/ Rules & Laws/demography/language or any other factors that may have bearing impact in the performance cost of the bidder subsequently and hence they may get themselves familiar with such eventualities beforehand ahead of issuance of letter of Award (LoA) of contract. Any request to alter any condition as stipulated in the RFP shall not be entertained once LoA is issued to any successful bidder.

6.9 Unethical Practice to Influence the Committee

Any effort by any Bidder to influence the proposal evaluation committee/ any member of SMC or District Administration shall be liable for outright rejection of their proposal.

Hence each bidder should take care to shun any act of approaching any officer associated with SMC directly or indirectly beyond office hours and outside office premises from the time Bid process commences till it culminates.

6.10 Eligibility Criteria

The bidder shall meet all the eligibility criterion as mentioned in the RFP (please refer to check List at Section 1.4 of RFP). The bidder must have registration certificate, valid GST certificate, ITR & computation of income for the preceding 3 financial years(FY 2021-22,202-23 & 2023-24) and other such documents and clearances mandatory for business operation in India.

## 6.11 Tentative Schedule of Events

Tentative schedule of events regarding this RFP shall be as per the dates and time given in the Section-I: Fact Sheet.

## 6.12 Opening of Bids

Three envelops i.e. one for Eligibility Criteria and Power of Attorney and cost of Bid documents i.e., D.D for Rs.20,000/-, Earnest Money Deposit (EMD) of Rs.3,00,000/- (Rupees Three lakh only) in shape of Demand Draft drawn from any Nationalized /Schedule Bank issued in favour of The Commissioner Sambalpur Municipal Corporation payable at Sambalpur. The second envelop for Technical Bid & the third envelop for Financial Bid shall be prepared super-scribing in the right-hand corner of each envelop for the purpose for submitting it clearly. The three envelops shall be than inserted within a bigger envelop superscribing the purpose for submitting the bid on the right-hand corner of the envelop. The Technical & Financial Bids of only those Firms shall be opened who submits the Cost of Bid Documents & EMD with proper amount and head.



The Financial bids of only those successful bidders who qualify in Technical Bids shall be opened in presence of authorized representatives of the bidders. The Selection Committee shall open the Bid in the sequence mentioned below: -

- i. Eligibility Criteria and Power of Attorney and Cost of Bid Processing Fees & EMD
- ii. Technical Bid
- iii. Financial Bid

## 6.13 Decision for Award of Contract

i. The selection committee has the discretion to seek for any technical elaboration/clarification during technical presentation from the Bidder at any point of time before opening the Financial Proposal and the representative/officials present need have to comply all the queries sought to the utmost satisfaction of the committee. The SMC representatives may if required visit the Office/Site of the Bidder any-time before the signing of Agreement.

Selection Committee shall inform those Bidders whose proposals did not meet the eligibility criteria or found to be non-responsive and return the EMD on a written request for the same

by the Bidder.

Further, the selection committee shall notify simultaneously those Bidders who qualify for the Evaluation process as described in this bid Document, informing the date and time set for opening of Financial Bid. The notification may be sent through e-mail or registered post as the case may be. Selection Committee shall inform the Bidders whose proposal is via issuance of Letter of Acceptance (LoA) in duplicate. Bidder shall acknowledge the LoA and return the duplicate copy duly sealed and signed within seven days from the date of receipt of same. After acceptance of LoA, Performance Security Deposit shall be deposited as specified in this bid document for signing an Agreement with SMC. SMC will sign the Agreement with Successful Bidder for a period of three years (i.e., 36 months). On completion of the contract period of three years, contract may extend further period of three-year satisfactory performance. The escalation on consultancy fee payable to professional @10% after successful completion every year of PMU upon reviewing by the authority and satisfactory Performance of professional Bid may be invited by SMC with same or altered terms and conditions as the case may be. However, SMC may terminate the agreement prematurely giving a months' notice in writing to the bidder, if the selected firm's performance is not up to the mark.

6.14 Confidentiality

As used herein, the term Confidential information means any information including information, created by or for the other party, whether written or oral which relates to internal controls, computer or data processing programs algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts transactions, proposed transactions or security procedures of either party or any of its affiliates, or any client of either party, except such information which is in the public domain at the time of its disclosure or thereafter enters the public domain other than as a result of a breach of duty on the part of the party receiving such information. It is the express intent of the parties that all the business process and methods used by the Bidder in rendering the services hereunder are the Confidential Information of the Bidder. The Bidder shall keep confidential, any information related to this Bid with the same degree of prudence and care as it would have kept its own confidential information. The Bidders shall note that the confidential information will be used only for the purposes of this bid and shall not be divulged to any third party for any reason whatsoever. At all time of the performance of the



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services, the Bidder shall abide by all applicable security rules policies, standards, guidelines and procedures. The Bidder should note that before any of its employee or assignee is given access to the Confidential Information, each such employee and assignee shall agree to be bound by the term of this RFP and such rules, policies, standards, guidelines and procedures shall be binding upon all its employees or agents hereinafter. The Bidder should not disclose to any other party and keep confidential the terms and conditions of this Contract agreement, any amendment hereof, and any Attachment or Annexure hereof. The obligations of confidentiality under this section shall survive rejection of the contract. The successful bidder must maintain absolute confidentiality of the documents/ maps/ tools collected in any form including electronic media and any other data/information provided to its employee during execution of the work. The bidder should not use the Project data for any purpose other than the scope of work specified in the document and added / amended after signing the contract. The Bidder must surrender/remove/destroy the entire data from its custody after completion of the contract period. Bidder shall not disclose to any one any information marked as confidential and communicated or made available or accessible by the firm during execution of the work.

6.15 Execution of Agreement (Performance Security Deposit).

After acknowledgement of the LoA by the selected bidder, a performance security @ 10% of contract value shall be liable for deposit within 15 days of receipt of work order/engagement order before Commissioner, Sambalpur Municipal Corporation, Sambalpur in the form of FDR/ TDR/ DD/BG drawn from any Nationalized Scheduled Bank in the name of Commissioner, Sambalpur Municipal Corporation, Sambalpur, which shall be in force till completion of the project/ contract period. The Agreement shall invariably be signed within Fifteen days from the date of issue of LoA.

## 6.16 Terms and Conditions Applicable Post Award of Contract

### 6.16.1 Termination Clause

### Right to Terminate the Process

SMC reserves the right to terminate the contract placed on the selected bidder and recover expenditure incurred by SMC under the following circumstances: -

The selected bidder commits any breach on any of the terms and conditions as stipulated in the RFP. The bidder goes into liquidation voluntarily or otherwise. If the selected bidder fails to complete the assignment as per the time lines prescribed in the Bid or any extension if allowed which shall be treated as breach of contract. The SMC reserves its right to terminate the agreement in the event of delay in execution of the assignment and forfeit the bid security deposit and can claim a liquidated damage for the delay. If deductions of account of liquidated damages /Penalty exceeds more than 5% of the total contract price. In case the selected bidder fails to deliver the services as stipulated in the delivery schedule, SMC reserves the right to procure the same or similar services from alternate sources at the risk, cost and responsibility of the selected bidder. After award of the contract, the selected bidder does not perform satisfactorily or delays in execution of the contract, SMC reserves the right to get the balance contract executed through another agency of its choice by giving one month notice for the same. Any loss sustained by SMC viz. Loss of Interest on Bank deposits/ any additional taxes/duties levied by any competent authority/ies for non compliance/delay compliance of statutory rules/papers/returns/ cost overrun of projects due to negligence or timely inaction by any personnel manned by the Successful bidder shall be made good out of the Performance Security Deposit/Consultancy fees, failing which steps be initiated to revoke the agreement prematurely. SMC reserves the right to recover any dues payable by the selected Bidder from any amount outstanding to the credit of the selected bidder including the pending bills and/or invoking the bank guarantee under this contract.



# Consequences of Termination

In the event of termination of the Contract due to any cause whatsoever, (whether consequent to the stipulated term of the Contract or otherwise), SMC shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Vendor shall be obliged to comply with and take all available steps to minimize loss resulting from the termination/breach, and further allow the next successor Vendor to take over the obligations of the erstwhile Vendor in relation to the execution/continued execution of the scope of the

Nothing herein shall restrict the right of SMC to invoke the SMC Guarantee and other guarantees, securities furnished enforce the Deed of Indemnity and pursue such other rights

and/or remedies that may be available with SMC under law or otherwise.

The termination hereof shall not affect any accrued right or liability of either Parties or affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

6.16.2. Force Majeure

Force Majeure is herein defined as any cause, which is beyond the control of the selected Applicant or SMC administration as the case may be, which they could not foresee or with a reasonable amount of diligence could not have been foreseen and which substantially affect the performance of the Contract, such as:

a. Natural calamities, including but not limited to floods, droughts, earthquakes and epidemics.

b. Acts of any government, including but not limited to war, declared or undeclared priorities,

Quarantines and embargos.

b. Terrorist attack, public unrest in work place provided either party shall within 10 days from occurrence of such a cause, notifies the other in writing of such causes. The selected Applicant or SMC administration shall not be liable for any delay in performing his/ her obligations resulting from any force majeure caused as referred to and/ or defined above. Force Majeure shall not include any events caused due to acts/ omissions of such Party or result from a breach/ contravention of any of the terms of the Contract, Proposal and/ or the Request for Proposal (RFP). It shall also not include any default on the part of a party due to its negligence or failure to implement the stipulated/ proposed precautions, as were required to be taken under the Contract. The failure or occurrence of a delay in performance of any of the obligations of either party shall constitute a Force Majeure event only where such failure or delay could not have reasonably been foreseen, or where despite the presence of adequate and stipulated safeguards the failure to perform obligations has occurred, in such an event, the affected party shall inform the other party in writing within five days of the occurrence of such event. The SMC administration will make the payments due for Services rendered till the occurrence of Force Majeure. However, any failure or lapse on part of the Selected Applicant in performing any obligation as is necessary and proper, to negate the damage due to projected force majeure events or to mitigate the damage that may be caused due to the above-mentioned events or the failure to provide adequate disaster management/ recovery or any failure in setting up of a contingency mechanism would not constitute force majeure, as set out above. In case of a Force Majeure, all Parties will endeavour to agree on an alternate mode of performance in order to ensure the continuity of Service and implementation of the obligations of a party under the Contract and to minimize any adverse consequences of



The Bidder and the SMC shall endeavour their best to settle all disputes arising out of or in connection with the Contract amicably in the following manner: The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice. Matter will be referred for negotiation between Officer nominated by SMC and the Authorized Official representative of the Bidder. The matter shall then be resolved between them and the agreed course of action documented within a further period of 15 days. Any legal dispute is limited to Sambalpur District Court jurisdiction and its appellate authority.

6.16.4 Failure to agree with the Terms and Condition of the Bid

Failure of the successful bidder to agree with any of the Terms & Conditions of the Bid shall constitute sufficient grounds for the annulment of the contract, in which event SMC may award the contract to the next highest Bidder or call for a fresh proposal from the intending bidders or invoke the Bid of the most responsive bidder.

7. Right to Monitoring, Inspection and Periodic Audit

The SMC reserves the right to inspect and monitor/assess the progress/ performance at any time during the course of the Contract, after providing due notice to the Selected Bidder. The SMC may demand, and upon such demand being made, the selected bidder shall provide the document, data, material or any other information required to assess the progress of the project. The SMC shall also have the right to conduct either itself or through any third party/agency as it may deem fit to cause an audit to monitor the performance rendered by the Selected Bidder of its obligations/functions in accordance with the standards committed to or required by the SMC and the Selected Bidder undertakes to cooperate with and provide to the SMC / any other Consultant/ Agency appointed by the SMC, all documents and other details as may be required by them for this purpose. Any deviations or contravention identified as a result of such audit/assessment would need to be rectified by the Selected Bidder without any additional cost, failing which the SMC may, without prejudice to any other rights that it may have issue a notice of default.

7.1 Obligation of SMC, Sambalpur

The SMC representative shall be the interface with the Selected Bidder, to provide the required information, clarifications, and to resolve any issue that may arise during the execution of the Contract. SMC shall ensure that timely approval is provided to the selected Bidder, where deemed necessary, which should include diagram / plans and all specifications related to services required to be provided as part of the Scope of Work.

7.2 Information Security

The Selected Bidder shall not carry or transmit any material, information, layouts, diagrams, storage media or any other goods/material in physical or electronic form, which are proprietary to or owned by the SMC, out of premises without prior written permission from the SMC. The Selected Bidder shall, upon termination of this agreement for any reason, or upon demand by SMC, whichever is earliest, return any and all information provided to the Selected Bidder by SMC, including any copies or reproductions both hard and soft copies.

7.3 Indemnity

The Selected Bidder shall execute and famish to the SMC, a Deed of Indemnity in favour of the SMC, in a form and manner acceptable to SMC, indemnifying SMC from and against any costs,



losses, damages, expenses, claims including those from third parties owing infringement or misappropriation/misrepresentation of a patent, copyright, trademark and trade secret, arising or incurred inter-alia during and after the Contract period arising out of: Negligence or wrongful act or omission in connection with or incidental to this Contract or Any breach of any of the terms by Selected Bidder's proposal as agreed, the Bid and this Contract by the Selected Bidder or its team. The indemnity shall be to the extent of 100% of project cost in favour of the SMC

### 7.4 Payment Schedule

### 7.4.1 Total Cost of Service

The total cost of the Services payable is set forth as per the Bidder's proposal to SMC of Sambalpur and as negotiated thereafter. Price quoted in the financial bid will be considered as consulting fee for the first year (i.e., initial 12 months).

7.4.2 Payment Schedule

The payment shall be released on monthly basis after submission of monthly invoices by the Successful bidder subject to fulfilment of the deliverables as mentioned below :-

SI. No.	Milestone	Timelin (where 'T' is the date of Agreement)	CONT. TO SEC.
1	Inception Report and Plan of Action	T + 30days	121
2	Monthly Progress Reports	Monthly	77

The invoices will be cleared within two weeks of submission of the same.

The Successful Bidder is required to furnish the Bank Account Details and the amount will be transferred through e-Banking Transfer/RTGS/NEFT.SMC Sambalpur will have the right to ask for additional team members beyond what has been specified in the RFP with additional cost

7.4.3 TA / DA Rules for Travel outside Sambalpur.

All the expenses for official Travel and logistics for the PMU will be borne by SMC Sambalpur. The PMU Team may avail the benefits of casual and maternity leave and holidays, as applicable to the State Government Employees of Odisha or as set forth by the SMC in the Job Chart of the personnel.

7.5 Events of Default by the Selected Bidder

The failure on the part of the Selected Bidder to perform any of its obligations or comply with any of the terms of this contract shall constitute an Event of Default on the part of the Selected Bidder. The events of default as mentioned above may include inter-alia following:

The Selected Bidder has failed to perform any instructions or directives issued by the SMC, Sambalpur which it deems proper and necessary to execute as per their scope of work under the Contract, or

The Selected Bidder has fallen short of matching such standards/targets as SMC may have designated with respect to any task necessary for the execution under the scope of work governed under this Contract. The above-mentioned failure on the part of the Selected Bidder may be in terms of failure to adhere to timelines, specifications, requirements or any other

The Selected Bidder has failed to provide any remedy to perform its obligations in accordance with the specifications issued by the SMC, despite being served with a default notice which laid down the specific deviance on the part of the selected Bidder to comply with any

stipulations or standards as laid down by the SMC, or
The Selected Bidder/ Bidder's Team has failed to conform to any of the Service / Facility
Specifications/standards as set forth in the scope of work of this RFP or has failed to adhere to
any amended direction, modification or clarification, guideline as issued by the SMC during
the term of this Contract and which the SMC deems proper and necessary for the execution of
the scope of work under this Contract: or

The Selected Bidder has failed to demonstrate or sustain any representation or warranty made by it in this Contract with respect to any of the terms specified in the Bid and this Contract: or

There is a proceeding for bankruptcy, insolvency, winding up or there is an appointment of receiver, liquidator, assignee, or similar official against or in relation to the Selected Bidder: or The Selected Bidder / Bidder's Team has failed to comply with or is in breach or contravention of any applicable laws; or

Where there has been an occurrence of such defaults inter alia as stated above the SMC shall issue a notice of default to the Selected Bidder, setting out specific defaults/deviances / omissions fully or partly and providing a notice of thirty days to enable such defaulting party to remedy the default committed, or

Where in despite the issuance of a default notice to the Selected Bidder by the SMC and the Selected Bidder fails to remedy the defect to the utmost satisfaction of SMC Executive Body may, where it deems fit, proceed to cancel the engagement of person/persons or the entire PMU.

### 7.6 Liquidated Damages

If the bidder fails to complete the services under the scope of work before the schedule completion date or the extended date or if Selected Bidder repudiates the contract before completion of the work, the SMC, at its discretion, may without prejudice to any other right or remedy available to it under the contract, recover a maximum of 1 percent of the consultancy charges from the Selected Bidder, as Liquidated Damages (LD).No Damage will be charged in case of force majeure beyond control of the bidder. In case of premature termination of contract, SMC shall give thirty days' notice to the Selected Bidder of its intention to do so and proceed further unless during the thirty day's notice period, the bidder initiates any remedial action acceptable to SMC to withhold termination process. The SMC may without prejudice to its right to affect recovery by any other method, deduct the amount of liquidated damages from any money belonging to the Selected Bidder in its hands (which includes the SMC the right to claim such amount against Selected Bidder's Bank Guarantee) or which may become due to the Selected Bidder. Any such recovery or liquidated damages shall not in any way relieve the Selected Bidder from any of its obligations to complete the work or from any other obligations and liabilities under the Contract.

### 7.7 Continuance of the Contract

Notwithstanding the fact that settlement of dispute(s) (if any) under arbitration may be pending, the parties hereto shall continue to be governed by and perform the work in accordance with the provisions under the Scope of Work to ensure continuity of operations.



### 7.8 Conflict of Interest

The Bidder shall disclose to SMC in writing all actual and potential conflicts of interest that exist, arise or may arise in course of discharging the Service(s), the sooner it becomes aware of that conflict as far as practicable.

### 7.9 Severance

In the event any provision of the Contract is held to be invalid or unenforceable under the applicable law, the remaining provisions of this Contract shall remain in full force and effect.

7.10 Governing Language

The Agreement shall be executed in English and all correspondences and documents pertaining to the Contract that need to be exchanged between the parties shall be drafted in English only.

### 7.11 No Claim Certificate

The Selected Bidder shall not be entitled to make any claim, whatsoever against SMC, under or by virtue of or arising out of, the contract, nor shall SMC entertain or consider any such claim, made by the Selected Bidder after it has signed a "No clam certificate" in favour of SMC in such form as shall be required by it after the work is finally accepted.

7.12 Publicity

The Selected Bidder shall not make or be permitted to make any public announcement or media release about any aspect of this Contract unless it obtains a written consent for same from SMC.

### 8. General

Relationship between the Parties Nothing in the Contract constitutes any fiduciary relationship between the SMC and Selected Bidder/ Bidder's Team or any relationship of employer & employee, principal and agent, or partnership, between the SMC and Selected Bidder. No Party has any authority to bind the other Party in any manner whatsoever except as agreed under the terms of the Contract. SMC will not be under any obligation for any act of the Implementation Agency's Team except as agreed upon under the terms of the Contract.

No Assignment

The Selected Bidder shall not transfer any interest, right, benefit or obligation under the contract without the prior written consent of SMC.

#### Survival

The provisions of the clauses of the Contract in relation to documents data processes, property, Intellectual Property Rights, indemnity, publicity and confidentiality and ownership survive the expiry or termination of this Contract and in relation to confidentiality, the obligations continue to apply up to 12 months after the expiry or termination of the contract.

#### **Entire Contract**

The terms and conditions laid down in the Bid and all annexure thereto as also the Proposal and any attachments/annexes thereto shall be read in consonance with and form an integral part of the Contract. The Contract supersedes any prior contract, understanding or representation of the Parties on the subject matter.

Governing Law

This contract shall be governed in accordance with the prevailing laws in India.

Jurisdiction of Courts

Yel

For adjudication of any dispute between SMC and the bidder arising in any matter shall  $b_\theta$ subject to the Sambalpur Judicial Jurisdiction only.

The Selected Bidder shall comply with the prevailing laws in force in India in the course of performing the Contract.

A consent, approval or other communication required to be given in writing under the Contract. All notices requests or consent provided for or permitted to be given under this Contract shall be in writing and if given personally to be delivered or mailed by pre-paid certified/ registered mail, return receipt request, addressed as follows and shall be deemed to have been received two days after mailing or on the date of delivery if personally delivered:

To. The Commissioner, SMC Sambalpur Pin-768004

To Selected Bidder at: Attn: Address: Tel:

Fax/E-mail/Regd.Post

Any Party may change the address to which notices are to be directed, by giving a written request to the other party in the manner specified above. A notice served on a Representative is taken to be notice to that Representative's Party.

Waiver

Any waiver of any provision of this Contract is ineffective unless it is given in writing and signed by the Party waiving its rights.

A waiver by either Party in respect of a breach of a provision of this Contract by the other Party is not a waiver in respect of any other breach of that or any other provision.

The failure of either Party to enforce any provision of this contract at any point of time shall not be construed a waiver of such provision.

Modification

Any modification of the Contract shall be in writing and signed by an authorized representative of each Party.

TAXES

Bidders are required to quote the charges exclusive of all Taxes and duties. All the required taxes shall be borne by SMC.

9. Fraud and Corrupt Practices

The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this BID, the SMC shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or



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through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the -Prohibited Practices) in the Selection Process. In such an event, the SMC shall, without prejudice to its any other rights or remedies, forfeit the Bid Security or Performance Security, as the case may be, as mutually agreed, genuine pre-estimated compensation and damages payable to the Authority for, interalia, time, cost and effort of the Authority, in regard to the BID, including consideration and evaluation of such Bidder's Proposal. Without prejudice to the rights of the SMC under Clause above and the rights and remedies which the SMC may have under the LOA or the Agreement, if a Bidder, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LoA or the execution of the Agreement, such Bidder shall not be eligible to participate in any Bid issued by the SMC during a period of three years from the date of such Bidder, as the case may be, is found by the SMC to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them.

"Corrupt practice" means

The offering giving receiving or soliciting directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly any official of the SMC who is or has been associated in any manner directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from before or after the execution thereof at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the SMC shall be deemed to constitute influencing the actions of a person connected with the Selection Process), or

Save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LoA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any point of time has been or a legal, financial or technical consultant/ adviser of the SMC in relation to any matter concerning the Project.

Fraudulent practice" means-

A misrepresentation or omission of facts or disclosure of incomplete facts in order to influence the Selection Process.

Coercive practice means

Impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person participation or action in the Selection Process.

"Undesirable practice" means

Establishing contact with any person connected with or employed or engaged by SMC with the objective of canvassing.

Lobbying or in any manner influencing or attempting to influence the Selection Process, or having a Conflict of Interest, and

"Restrictive practice" means

Forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

Dispute

For adjudication of any dispute between SMC and the bidder arising in any matter shall be subject to the Sambalpur Judicial Jurisdiction only.

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S.L. NO	Position	Minimum Qualification, Experience and Age	Job Responsibility
1	Team Leader-cum-Management Expert No. of Post-01	Master in Social Work or MBA or Equivalent Degree. 7-10yrs experience in programme management, capacity building, participatory planning, social development and advocacy as well as competence in health allied and urban sector issues.  Wide knowledge and experience of government systems and procedures of Computer literacy [word processing, Excel, presentation).  Ability to work in a high pressure, ethnically diverse, political setting, Communication background is an added advantage.  AGE: Below 45 years	Project management and coordination between various stakeholders/agencies for smooth implementation of assigned projects by Sambalpur Municipal Corporation.  Support in Preparing comprehensive solid waste management and Sanitation plans for SMC Performance of Monitoring of Different project.  Drafting of Concept Note, Project Proposals, DPRs, guidelines etc for SMC.  Preparation & Implementation of Communication Strategy.  Recommending and adopting of Solution for effective monitoring of ongoing as well as upcoming different city governance projects including social development projects.  rolling out performance management system, developing HR Manual, Terms of Reference (TOR)  for hiring consultant, training and development and formulate HR policy independently.  Support for staff performance management, training and development on recent trends in human resource management in urban development sector.  Data Management and real time analysis of data for the organization.



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	Solid Waste Management (SWM) Expert  No. of Post-01	BE/B. Tech in Civil Engineering/ Environmental Engineering/ Public Health Engineering from reputed Institution  At least 5-7 years of experience in government/semi- Govt./autonomous private company of repute in design and implementation of water supply/sanitation/solid  waste projects and experience in environmental monitoring and mitigation AGE: Below 45 years	<ul> <li>Support in Preparing comprehensive solid waste management and Sanitation plans for SMC.</li> <li>Monitoring &amp; Evaluation of all Sanitation relating project.</li> <li>Support in drafting by-laws, organizations/guidelines related to SWM &amp; Sanitation.</li> <li>Recommending and adopting of Solution for effective monitoring of ongoing as well as upcoming Sanitation Activities</li> <li>Prepare Feasibility Report for Solid Waste Management and Other Waste Management</li> <li>Support to Team Lead</li> </ul>
3	Social Development - cum-Capacity building Exper No. of Post-01		Responsible for Planning, designing and implementation of Social development and Public Awareness Activities     Provide Technical Support to Team Lead.     Coordination with ULB Staff and Field Level Functionaries.
4	Municipal Finance- cum Procurement Expert  No. of post-0	Post-Graduation in     Business Administration     (Finance)/MBA(Finance)/     PGDBA/PGDBM/CA/CFA or     equivalent	Provide technical and handholding support to SMC for the preparation of business cum financial plan  Support in the implementation of accounting and user charges reforms  Preparation of Bid Documents for PPP mode service delivery contracts with assistance from subject experts  Provide knowledge Support for good Procurement practices  Co-ordination for Resolution of financial related Grievances

		project structuring of large development/ redevelopment projects.  Basic knowledge of computers. AGE: Below 45 years	th. protection
5	Technical Assistants (Civil-3 (Electrical-1 Mechnical-1) No. of Post-6	Degree/Diploma in Civil Engineering (3)     Degree/Diploma Auto mobile Engineering (1)     3-4 years of experience in relevant field, preferably in Government and ULB Sector     AGE: Below 45Years	Development of urban projects particular in infrastructure development estimation,     designing, measurement, billing, Field Monitoring and Implementation of different activities in the SMC     Co-ordination for immediate action towards any grievance relating to different city governance activities     Providing Support to PMU for implementing different activities, Events etc.     Repair & maintenance of All sanitation related Vehicles & Management of Pumping station.
7	MIS No. of post-01	Degree/Diploma in Electrical Engineering (1).     2-3 years of experience in relevant field, preferably in Government and ULB Sector     AGE: Below 40 Years	Collecting information about the technical requirements that each

### 11.Fixed Remuneration to Experts:

Remuneration to Experts/professionals inclusive of EPF, ESI etc shall be paid by the organization and there shall be no lialibility in any form shall be payable by SMC to the experts/professionals except the contract amount payable to the farm. The below table indicates the remuneration in respect of each experts/professional which shall be paid by the organization. Service charges in percentage to be quoted by the Bidders which shall be the



bidding parameter as per the Financial Bidding Format (Pasrt-11). Service charges shall be on the fixed professional fee indicated. This should include expenses like providing Laptop to professional and communication expenses, Financing charges & overhead & Profit of Bidder. Service charges not below 3.85% and nor over to 14.99%. Bidders are to offer service charges within above range.

SL No.	Position	Remuneration to Experts per month inclusive of EPF & ESI etc. in INR
1	Team Leader-cum-Management Expert-	1,10,000/-
2	Solid waste Management Expert	82,500/-
3	Social Development-cum-Capacity building Expert	82,500/-
4	Finance-cum-Procurement Expert	82,500/-
5	MIS	26,400/
6	Technical Assistants (Civil) 3Nos Mechanical -02, (Electrical)-1 @33,000/-	CIPA 1,98,000/-
	Total Cost per Month	Rs. 5,81,900/-

13. Office Space:

A dedicated Office space will be provided within the SMC Office Building to the PMU team along with office infrastructure & Stationeries and Internet connection. However, Laptop to professionals to be provided by the Bidder. As per the requirement, vehicle may also be allocated to the PMU for official use only upon due approval from the competent authority. The experts shall work beyond their working hours and on Holidays if Sambalpur Municipal Corporation desires considering the work load and deadline to complete the assigned work



APPENDIX-A

# TECHNICAL PROPOSAL - STANDARDFORMS

(To be submitted on letter head of the bidder duly signed by authorized signatory)

Date.

To, The Commissioner, Sambalpur Municipal Corporation, Sambalpur-768006, Odisha.

Subject: Selection of consulting firm for Establishment of Project Management Unit, in Sambalpur Municipal Corporation, Sambalpur.

NICIPAL

Sir,

As per RFP the validity of the proposal is 180 days from the last date of submission of proposal and we agree that the proposal is unconditional. We understand that SMC reserves the right to reject any application without assigning any reason thereof.

Yours Faithfully,

Signature of Authorized Person and seal Name and Designation Name of the Company

the

# BIDDER'S PROFILE

- 1. Name of the Firm:
- Year of Establishment: (Registration Number & Certificate to be enclosed)
- 3. Registered address of Office:
- 4. PAN & GST No.:
- Telephone No. & Fax No:
- 6. E. Mail Address:
- Brief description of background of the firm for this assignment.
- 8. No. of years of proven experience of providing similar services.
- Average Annual turnover of the Applicant (in INR) during the last three Financial Years. (Please attach copy of three Audited Financial Statements and annual Income Tax return Document of last three financial year)

Financial Year	Annual Turnover (INR)
2023-24	180 Z. (200 Z.
2022-23	June 1999 1997
2021-22	







### PROJECT EXPERIENCE

THE BIDDER TO SUBMIT SYNOPSYSIS OF SIMILAR PROJECT EXPERIENCE
AS UNDER AND ALSO GIVE DETAILS AS PER FORMAT GIVEN HERE

SN	Name of Client and Address	Project details	Total Value of Project FEE in Rs.	Work order issued/Agreeme nt signed on (date) (Attach Work Order and Performance Certificate)	Financial Year of Implementation With contract date
	. ,	2 4111	AIC!	PAZ	
	-/	3/	1950V	100	3

# DETAIL FORMAT FOR PROJECT TO BE GIVEN FOR EACH PROJECT

Assignment Name:	THE REPORT OF THE PARTY OF THE	Location:
Name and address of Em	ployer:	13/
Start Date (Month / Year):	Completion Date (Month / Year):	Approx. Value of Services (Rs.):
Name of Associated Cons	ultant/ Firms, if any:	The stricts (RS.):
Name of Senior Staff (Pro involved and Functions p	ject Director / Coordinato erformed:	r, Team Leader)
	l services provided by you	

(Separate Sheet to be provided for each assignment and Copy of Appointment Letter and Agreement to be attached with this format)



### APPENDIX-D

# INFORMATION REGARDING CURRENT LITIGATION, DEBARRING EXPELLING OF QUOTATIONED OR ABANDONMENT OF WORK BY THE QUOTATIONER

 Is the Bidder currently involved in any litigation relating to the works If yes: give details:

Yes/No

- Has the Bidder or any of its constituent partners been debarred!
   Expelled by any agency in India during the last 5 years.
- Yes/ No

 Has the Bidder or any of its constituent partners failed to perform on any contract work in Sambalpur Municipal Corporation If yes, give details: Yes/No

Note:

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

Signature of the applicant



## CERTIFICATE OF NO RELATIONSHIP CERTIFICATE

I/We hereby certify that I/we am/are related/not related to any officer of the Sambalpur Municipal Corporation in the rank of Asst. Engineer or above. I/we am/are aware that if facts to be proved false my/our contract will be rescinded with forfeiture of EMD I/We shall be liable to make good loss or damage resulting from such cancellation.

Full Name of the Applicant-	901
1. Address for correspondence	10/
Phone No-	10-1
Alternative phone No-	199
2. Permanent Native address	一 阿爾斯斯斯斯斯斯斯
Village	6 7 7 2 1
Post/ Dist	
Pin code	5000
	SMC -

Signature of the applicant



APPENI	DIX—F				
RFP Not	tice No	date			
	Fhe Commission Sambalpur Mun	ner, icipal Corporatio	n		
1/We. T	he undersigned	, declare that:			
I/We u	inderstand that e supported by	according to ter a Bid Securing De	m & condition as claration.	contained in T	ender/bids
period obligat	of two years fr tion under the b	om the date of no id conditions, bec		We are in a bit	1
a)	have withdraw in any respect, period, if any	n/modified/amer , my/our Bid duri	nded/impaired or ng the period of b	derogated from old validity or it	the tender s extended
or b)	having been no	tified of the accep	tance of our Bid b	y the purchaser	during the
	period of bid v a. fail or re b. fail or r accorda	alidity specified in euse to execute th efuse to furnish th nce with the Instr	i the bid document e contract, if requine Performance Se actions to Bidders	red, or curity/ Bank Gu i.	arantee, ir
c)	If the bidder	is found indulation in the bid	ging in any corr	upt, fraudulent	or other
- 5	the bidder doe	s not accept that	n words and figure the amount in wor	ras prevaiis ovei	aniouncii
not th	understand this	Bid Securing Dec dder, upon the ea ssful Bidder; or (i	laration shall ceas rlier of (i) the rec i) thirty days	e to be valid if I eipt of your not	am/we are tification o

after the expiration of the validity of my/our Bid as specified in the bid documents.

Place: Date:

Signature of the Tenderer Name/Organization Seal

(Note: In case of a consortium/Joint Venture, the Bid Securing Declaration must be in the name of all partners to the consortium/Joint Venture that submits the bid)

### FORMAT FOR POWER OF ATTORNEY

(To be provided copy of original as part of Technical Proposal on stamp paper of value required under law duly signed by bidder for the RFP)

Dated......

### POWER OF ATTORNEY

To whomsoever It May Concern
Know all men by these presents
Know all men by these presents we
the Market of Constitute appoint and authorize Mr
telegrical nomicilar at
Designation and the name of the firm) as Authorized Size at 1
such acts, deeds and things necessary in connection with or incidental to our proposal for
award of Agreement "in the Chate of O.W. I. But the Chate of O.W. I. Bu
B ment in the district of those of the delivered the
and the state of information intrastructure Corporation with wide to the state of t
and providing information and reconnects to elemicant.
may be required by any government authority, representing us in all matters before and
generally dealing in all matters in connection with our Proposal for the said Project.
We hereby agree to retify all acts dead with our Proposal for the said Project.
We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney
paradiction that tower of Attorney and that all acts deeds and things done by
attorney shall and shall always be deemed to have been done by us.
The state of the s
For
Signature)
Name, Title and Address)
Accept Second
Attested signature of Mr.
Name. Title and Address of the Attorney)

Notes:

To be executed by the Bidder

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the character documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

SIVIC

Also, wherever required the executants(s) should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the person executing this power of Attorney for the delegation of power hereunder on behalf of the executants(s).



APPENDIX - H

# To be issued by a Bank \_\_\_\_\_\_)

This deed of Guarantee executed at \_\_\_\_\_\_ by (Name of bank) having its Head/ Registered office at \_\_\_\_\_\_ (hereinafter referred to as "the Guarantor") which expression shall unless it be repugnant to the subject or context thereof include its heirs, executors, administrators', successors and assigns in favour of The Commissioner, Sambalpur Municipal Corporation, Sambalpur having its office at (Sambalpur) (hereinafter called SMC, Sambalpur, which expression shall unless it be repugnant to the subject or context thereof include its heirs, executors, administrators, successors and assigns). Whereas M/s\_\_\_\_\_ a company formed under\_\_\_\_\_ (Specify the application law) and having its registered office at \_\_\_\_\_ has been, consequent to conduct and completion of a competitive bidding process in accordance with the letter of requirements document No. \_\_\_\_\_dated\_\_\_/\_\_/20\_\_ issued The Commissioner, Sambalpur Municipal Corporation, Sambalpur and selected M/s. (hereinafter referred to as the Bidder) for the Agreement by The Commissioner, Sambalpur Municipal Corporation, Sambalpur as more specifically defined in the aforementioned Document including statement of work and the Agreement executed between the Commissioner, Sambalpur Municipal Corporation, Sambalpur and Bidder. The Agreement requires the Bidder to furnish an unconditional and irrevocable Bank Guarantee for an amount of Rs. \_\_\_\_\_\_/- Rupees\_\_\_\_\_\_ only) by way of security for guaranteeing the due and faithful compliance of its obligations under the Agreement. Whereas, the Bidder approached the Guarantor and the Guarantor has agreed to provide a Guarantee being these presents. Now this Deed witnessed that in consideration of the premises, we, \_\_\_\_\_ Bank hereby guarantee as follows: The Bidder shall implement the project in accordance with the term and subject to the conditions of the Agreement and fulfil its obligations there under We, the Guarantor, shall, without demur, pay to The Commissioner, Sambalpur Municipal Corporation, Sambalpur an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) within 7(seven) days of receipt of a written demand therefore from The Commissioner, Sambalpur Municipal Corporation, Sambalpur stating must the Bidder has failed to fulfil its obligations as stated in Clause 1 above. The above payment shall be made by as without any reference to the Bidder or any other person and irrespective of whether the claim of the Commissioner, Sambalpur Municipal Bidder disputed the or by Sambalpur Corporation,



The Guarantee shall come into effect from
Signed and delivered by Bank by the hand of Shri its and authorized office.
Authorized SignatoryBank.



### Part-II FINANCIAL PROPOSAL

FIN-1

To The Commissioner Sambalpur Municipal Corporation Durgapali, Sambalpur-768004

Subject: Financial Proposal for Selection of a Consulting Firm for Establishment of Project Management Unit (PMU) in Sambalpur Municipal Corporation, Sambalpur.

Sir

I, the undersigned, offer to provide the consulting services for [Financial Proposal for Selection of a Consulting Firm for Establishment of Project Management Unit, in Sambalpur Municipal Corporation, Sambalpur in accordance with your Sambalpur Municipal Corporation, Sambalpur.

Request for Proposal No.\_\_\_\_\_, Dated: \_\_\_\_\_\_, Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures\*]. This amount is inclusive of the taxes applicable as per GST Act.

I do hereby undertake that, in the event of acceptance of our bid, the services shall be provided in respect to the terms and conditions as stipulated in the RFP document.

Our financial proposal shall be binding upon us subject to the modifications resulting

from contract negotiations, up to expiration of the validity period of the proposal of **180 days**. I have carefully read and understood the terms and conditions of the RFP and do hereby undertake to provide the service accordingly.

I understand that you are not bound to accept any proposal you receive.

I remain,

Yours faithfully,

Authorized Signatory [In full and initials]: Name and Designation of Signatory with Date and Seal: Address of the Bidder:

\*Amount must match with the one indicated in Fin-2 (Table-1).



FIN-2

Financial Proposal for Selection of a Consulting Firm for Establishment of Project Management Unit, in Sambalpur Municipal Corporation, Sambalpur.

Sl No	Name of the Professional	No of Professionals	FIXED FEE OF PROFESSIONALS per month inclusive of EPF & ESI, & Local conveyance
1	Team Leader-cum-Management Expert	1	1,10,000/-
2	Solid waste Management Expert 1		82,500/-
3	C1-1 IV )		82,500/-
4	Finance-cum-Procurement Expert 1		82,500/-
5	MIS 1		26,400/
Technical Assistants (Civil) 3Nos 6 Mechanical -02, Electrical)-1 6 @33,000/-			1,98,000/-
/ C / TOTAL			Rs 5,81,900/-
SE	RVICE CHARGES in PERCENTAGE -(TO Q	UOTE)%	RS
	TOTAL WIH SERVICE CHARGE	Salar	RS
GST @%			RS
GRAND TOTAL WITH GST			RS

NOTE- SERVICE CHARGES TO BE OFFERED WITHIN LIMIT OF 14.99% only, otherwise bid shall be rejected

Sir/ Madam,

We, the undersigned, offer to provide the services as Consultant for the Management of project management unit (PMU) to improve the efficiency and effectiveness of Sambalpur Municipal Corporation, (SMC), Sambalpur in accordance with your Request for Proposal (RFP) dated [Insert Date] and our Technical Proposal. Our Financial Proposal is as below:

Total Fees (per annum)	

Total fees per annum = Rupees...... (in words)

Authorized Signatory [In full and initials]: Name and Designation of Signatory with Date and Seal: Address of the Bidder:

