

OFFICE OF THE PROJECT DIRECTOR(R&R)
LOWER SUKTEL IRRIGATION PROJECT, BALANGIR

No. 782 / LSIP /

Date 03.11.2021

1	The Project Director (R&R), Lower Suktel Irrigation Project, Balangir on behalf of Govt. of Odisha invites sealed Bids from reputed organization (Govt. or Pvt. or autonomous or institution or NGO) of State and National repute for "ENGAGEMENT OF FACILITATING AGENCY FOR SURVEY & CENSUS, PREPARATION OF REHABILITATION & RESETTLEMENT SCHEME AND VILLAGE WISE SURVEY REPORT OF LOWER SUKTEL IRRIGATION PROJECT, BALANGIR IN VILLAGES OF BALANGIR DISTRICT" as details in the scope of work in this Tender. The interest and eligible organizations with valid Registration Certificate as a Society / Trust / Cooperative, as detailed in Tender, may participate in this Tender process for the same in OFF-LINE mode. (For details visit website : www.balangir.nic.in.	
2	Tender Paper Cost	Rs.6,000/- to be submitted in shape of DD drawn in favour of Project Director(R&R), Lower Suktel Irrigation Project, Balangir.
3	EMD	Rs.1,00,000/- to be submitted in shape of DD drawn in favour of Project Director (R&R), Lower Suktel Irrigation Project, Balangir.
4	Place where works will be executed	Socio Economic Survey in of Lower Suktel Irrigation Project affected villages of Balangir District, Odisha.
5	Availability of bid document in the website	Dt.03.11.2021 (05.00PM) to Dt.20.11.2021 (05.00PM) Website : www.balangir.nic.in
6	Last date of receipt of Bid	Dt.20.11.2021 till 5.00PM
7	Pre-Bid Meeting	Dt.12.11.2021 (11.00AM) Office chamber of Project Director (R&R), Lower Suktel Irrigation Project, Balangir.
8	Date of opening of Technical Bid and Financial Bid	Dt.22.11.2021 (11.00 AM) – Opening of Technical BID & Presentation (04.00 PM) – Opening of Financial BID Conference Hall of Chief Construction Engineer, Lower Suktel Irrigation Project, Balangir.
9	Mode of Receipt of Bids	Through Speed Post / Registered Post (Indian Post) and no other means.

Mahindra
03/11/2021
Project Director (R&R)
Lower Suktel Irrigation Project
Balangir

Memo No. 783 / LSIP,

Date 03-11-2021

Copy forwarded to the Director, I&PR Deptt., Bhubaneswar, Odisha with a request to publish in two Odia dailiy and one English daily Newspapers latest by dt.05.11.2021 In small letter and single space (minimum space) for one day for wide publication of this Tender Notice. Complimentary copy of Newspapers containing the Tender Notice should be submitted to this office along with Bill for payment, reference & record.

Mahindra
03/11/2021
Project Director (R&R)
Lower Suktel Irrigation Project
Balangir

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BIDDING DATA SHEET

1.	Identification No.	
2.	Name of Work	Engaging facilitating agency for Socio-Economic Survey of affected villages of Lower Suktel Irrigation Project, Balangir, Odisha for the year 2021-22.
3.	Contacting Authority	Project Director (R&R), Lower Suktel Irrigation Project, Balangir
4.	Availability & Downloading of Tender Documents from the Website	Dt.03.11.2021(05.00AM) to Dt.20.11.2021 (05.00PM) Website : www.balangir.nic.in
5.	Last date of Bid submission	Dt.20.11.2021 Till 05.00PM
6.	Cost of Bid Document	Rs.6,000/- to be submitted in shape of DD drawn in favour of Project Director(R&R), Lower Suktel Irrigation Project, Balangir.
7.	EMD	Rs.1,00,000/- to be submitted in shape of DD drawn in favour of Project Director (R&R), Lower Suktel Irrigation Project, Balangir.
8.	Submission of queries, if any	Latest by Dt.20.11.2021 (05.00PM) Email : pdr.r.bgr@gmail.com
9.	Opening of Technical proposal and Financial Proposal	Dt.22.11.2021(11.00 AM) In the Conference Hall of Chief Construction Engineer, Lower Suktel Irrigation Project, Balangir. If it will not be possible to open the Financial Proposal on the same day, the next shall be intimated to the Bidders through the contact No. mentioned in the proposal / cover envelop.
10.	Pre-Bid Meeting	Dt.12.11.2021 (11.00AM) Office chamber of Project Director (R&R), Lower Suktel Irrigation Project, Balangir.
11.	Mode of submission	Through Speed Post / Registered Post (Indian Post) and no other means.
12.	Address for submission of proposals	Office of the Project Director (R&R) Lower Suktel Irrigation Project, Bhima Bhoi Medical College Road, Laltikra, Balangir, PIN - 767002 (Odisha)



CHECK LIST

Sl. No	Documents Enclosed	(Yes/No)	Enclosed at Page No.
1	Firm Registration Certificate		
2	PAN Photocopy		
3	ITR with Computation of Income for the year 2020-2021		
4	Service Tax Registration Certificate		
5	Turn Over Certificate of Rs 20 Lakh in preceding 3 F/Y i.e. (2017-18, 2018-19 & 2019-20) (Copy of Work-order from employer or Certified by Statutory Auditor(C.A))		
6	Authorisation Letter from employer/Proprietor/CEO of the Firm.		
7	Financial Statement (Income & Expd. & B.S) duly signed by the Chartered Accountant, ITR & Computation of Income of preceding 3yrs.		
9	Statement showing minimum 30 Field Staffs working for the firm in the preceding 3yrs 2017-18, 2018-19 & 2019-20) with at least fine experts.		
10	Certificate that the Firm has not been Blacklisted by any Govt/Pvt. Agency during the last 3yrs 2017-18, 2018-19 & 2019-20)		
11	EPF/ESI Registration Number of the Firm		
12	Undertaking that the Resource Personnel to be deployed can Read & Speak in Odia.		
13	Cost of Tender Paper & EMD deposit confirmation.		
14	Undertaking from the Resource Personnel to be deployed that, if the Firm gets selected in the Bid, they would work with Project Director (R&R), Lower Suktel Irrigation Project, Balangir & would not claimed regularisation of their services upon termination of their contracts.		
15	Undertaking that the bidder has read all the tender documents and submit duly signed in each page.		
16	Undertaking that the field staff and other supervising officials read, write & speaks odia language.		

Signature of Bidder/ Authorised Person



OBJECTIVES AND SCOPE OF THE SOCIO-ECONOMIC SURVEY.

The Lower Suktel Irrigation Project is a major irrigation project over the river 'Suktel' a tributary of river 'Tel'. The proposed dam of the project will be established near the villages of Magurbeda and Pardhiapali in Loisingha block of Balangir district, which is 20 kms. Distance from Balangir Head Quarters.

In this project, 29 villages will be affected of which 15 villages will be fully submerged and 14 villages will be partly submerged.

Land Acquisition has been completed in 15 villages as per L.A. Act, 1894. In the remaining 14 villages land will be acquired as per the RFCTLA R&R Act, 2013. All the 29 affected villages of the project are coming under the administrative jurisdiction of three Blocks namely, Balangir, Loisingha and Patnagarh.

The Socio-Economic Survey has been completed in the 15 villages covered under the Land Acquisition Act'1894.

At present survey and census in 5 villages to be conducted as per provision of RFCTLA R&R, 2013. The name of the villages along with their location details is as hereunder.

<u>Village</u>	<u>GP</u>	<u>Block</u>
Budabahal	Rengali	Loisingha
Kapilbahal	Rengali	Loisingha
Bhundimuhan	Bhundimuhan	Balangir
Uchhabahal	Mayabarha	Balangir
Tusurabahal	Tusurabahal	Balangir

The survey & census shall takes places in all the five villages simultaneously. The field survey shall be followed by preparation of reports, R&R plan etc. as envisages in the RFCTLA R&R Act,2013 and relevant Rules and guidelines.

Part – A. SOCIO ECONOMIC SURVEY OF SUBMERGED/ AFFECTED VILLAGES UNDER LOWER SUKTEL IRRIGATION PROJECT, BALANGIR

To identify total number of Project Affected / Displaced Families & Landless as per Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013 (RFCTLARR Act 2013) in the villages coming under Lower Suktel Irrigation Project, Balangir.

- i. The survey must cover all the Household of each village.
- ii. The survey & census shall commence simultaneously in the Notified villages.
- iii. The census & survey field team will be responsible for collection of all relevant data photographs, documentation, compilation and report preparation. All the task shall be completed within the stipulated period of time 90 days (60 days for collection of relevant data, photographs, documents etc. for census & survey and next 30 days for compilation of data and submission of final report).



- iv. The successful bidder should be able to engage adequate number of field staff and other officers in order to complete the survey, census report in all the selected villages simultaneously.
- v. Whose land or other immovable property is being acquired.
- vi. Members of those families which are without homestead land and which has been residing in the project affected area continuously for a period of not less than three (03) years preceding the date of notification of the projects.
- vii. Persons who do not own any land in the project affected area but derive their income from working in the project area from three years prior to the acquisition of the land like agricultural labourers, tenants, sharecroppers, gatherers of forest produces, fisher communities, etc.
- viii. Entitled land holding families under forest right act, 2006 whose land is within project boundary.
- ix. Persons who have been allotted land by state government or central government under any of their schemes and such land are under acquisition.
- x. Persons who have been allotted land by judicial orders and such land is under acquisition.
- xi. To classify different categories of Project Affected Families (PAFs) on the basis of demographic data.
- xii. To identify village wise list of project affected persons (along with names of their family members) for all project affected villages, belong to schedule caste and schedule tribe category as per guidelines of Odisha Government.
- xiii. To identify village wise list of physically handicapped / *divyang* persons, vulnerable persons, minor orphans with name of guardians and deserted women in the project affected villages.
- xiv. To find out the impact of the projects on public and community properties, assets and infrastructure particularly roads, public transport, drainage, sanitation, source of drinking water, source of water for cattle, ponds, grazing land, plantations, public utilities such as Post Offices, Fair Price Shops, Food Storage, Go Downs, Electricity Supply, Health Care Facilities, Schools, Educational or Training Facilities, Anganwadis, Children Park, Places of Worship, Land for Traditional Tribal Institutions and Burial and Cremation Grounds.
- xv. To take stock of all resources including the CPRs (common property resources) village wise and their uses in the existing villages and to make an assessment of the opportunity loss. To list out the extent of CPRs to be affected by the projects.
- xvi. To determine the ownership over land holding, present land use pattern and the extent of loss of land (government and private land) due to the setting up of the project. Also to estimate the household's loss of production due to land acquisition.
- xvii. To ascertain varieties of loss suffered by Project Displaced Families (PDFs) and Project Affected Families (PAFs).
- xviii. To ascertain choices of affected families with reference to various options and provide baseline data for preparation of **R&R plan** in consultation with the Displaced Families / Affected Family concerned.
- xix. The provisions of RFCTLA & RR Act, 2013 has to be followed in the preparation of the R&R Plan and Entitlement Matrix.



Part – B PREPARATION OF SOCIO ECONOMIC SURVEY REPORT AND ENTITLEMENT MATRIX:

R&R Plan & Schemes -

For preparation of the Socio Economic Survey report & R&R Plan, the following guide lines shall be followed, which is in accordance with required formats duly filled in, as prescribed by Government of Odisha vide letter No.18680/R&DM, dtd.24.04.2008. Any modification if so required in the format shall be valid only after approval of appropriate authority.

- i. Small introduction about the project along with salient features of the project.
- ii. Maps showing the submergence/affected zone of the survey village.
- iii. Socio-Economic survey of the affected population and report.
 - a. Proof of holding village meeting (Photographs/ proceedings)
 - b. Core photograph of family and individual photographs of DFs
- iv. Socio-Cultural Survey.
- v. Resources survey/ Resource Mapping.
- vi. Infrastructure survey.
- vii. List of Displaced Families.
- viii. List of Affected Families.
- ix. List of landless and homestead less persons/families.
- x. Resettlement option by the Displaced Families.
- xi. All supporting documents like copy of patta, L.A. Notice if any, age supporting documents for 18+ sons (Voter list, Photo Parichaya Patra, School Leaving Certificate, copy of ANM Register of village). Genealogy (Yadast Registrar or certified genealogy of Special L.A.O).
- xii. Option form for land or cash to be attached to each individual survey format.
- xiii. Any other condition as enshrined in the R&R Policy- 2006 & other concerned departments of the Government of Odisha, not enumerated above but relevant to the project work shall be adopted with discussion & approval of appropriate authority.
- xiv. All the individual survey formats, all the proofs as in point 11 above, the survey report of each village (both in hard copy & soft copy) have to be submitted to the Project Director (R&R), within the time period of the contract / agreement.
- xv. The R&R Scheme, the entitlement matrix of the Project Affected People should be prepared in Odisha language and will be submitted in multiple copies as decided by the authority.
- xvi. The final report shall be submitted within the stipulated period of 90 days.



ELIGIBILITY CRITERIA .

The intending bidder must possess the requisite experience, resources and capability in providing the services necessary to meet the requirements as described in the scope of work. The bidder must also possess the technical know-how and the financial wherewithal that would be required for successfully providing services sought by the Project Director (R&R), Lower Suktel Irrigation Project, Balangir for the entire period of the contract. The bids must be completed in all respect and should cover the entire scope of work as stipulated. The invitation to proposal is open to all bidders who qualify the eligibility criteria as stipulated follows:

Sr. No.	Basic Requirements	Specific Requirements	Documents Required
1	Bidder Company/ Firm / Institution / Organisation	<ul style="list-style-type: none">- Registered under proper Act & Authority.- Registered with the Service Tax Authorities.- Operating in India for a minimum period of Three years.	<ul style="list-style-type: none">- Certificate of registration as company/ Firm from the competent authority.Service Tax Registration certification.- Extracts from the Balance sheet and Profit Loss Account; ORCertificate from C.A Firm for partnership registration.- Any other relevant document.
2	Bidder Turnover	The bidder should have a minimum average Annual turnover of 20 Lakh from Indian operations over the last three Financial years (FY 2017-18, 2018-19 & 2019-2020)	Extracts from the Audited Financial Report i.e. Balance sheet and Profit & Loss Account & ITR along with computation of income for the mentioned period should be enclosed. Copy of the Work-order or certificate from statutory Auditor be enclosed. A certificate from a C.A is a must.
3	Bidder Positive Net Worth	The bidder should have positive Net Worth 1 Crore in the preceding three Financial Years i.e. 2017-18, 2018-19 & 2019-2020.	Extracts from the Audited Financial Report i.e. Balance sheet and Profit & Loss Account. A Certificate from the C.A is a must.
4	Bidder's Capability	The intending Firm / Organization should have minimum of 5 experts with requisite qualifications.	A fact Sheet incorporating Name, Qualification, Experience and emoluments paid to staffs be furnished with self attestation by the authorized representative of the firm.
5	Authorized Representative from Bidder	Authorisation certificate / letter in the name of the person signing the bid.	Original copy to be enclosed.



6	Blacklisting	The bidder should not have been black listed or conflict of activities 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 Contractual agreements as on bid calling date. A declaration to this effect duly Self-Certified by the authorized representative of the firm be furnished.	Self-Declaration Certificate of not having been Blacklisted by the Bidder. (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 Money Deposit (EMD) of Rupees One Lakh only (Rs.1,00,000) through Demand Draft or TDR issued from any nationalized /scheduled bank duly pledged in favour of Project Director (R&R), Lower Suktel Irrigation Project, Balangir.	Copy of the BD/TDR be enclosed with the form. The original BD/TDR be inserted in a separate envelop and placed with the Technical Bid application.

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

TECHNICAL PROPOSAL / BID

- Audited annual financial results (balance sheet and profit & loss statement showing business in India) of the bidder for the last three financial years.
 - Reference list of major clients
 - Authorisation to the person signing the proposal / BID.
 - A copy of the Bid Document, all pages duly-signed by the authorized signatory towards acceptance of the terms and conditions of the Bid Document.
 - List of on roll Staffs with their qualifications.
 - Proposal particulars
 - Proposal letter
 - Proposed approach and methodology and services offered
 - Proposed Project Plan and Implementation Schedule
 - Schedule of delivery
 - All relevant document for Technical Evaluation : Power Point Presentation, Photographs etc.; in support of the proof of their previous experiences, performances
- **Annexure – II.**

FINANCIAL PROPOSAL / BID

The financial proposal of the bidder shall be opened only those qualify the technical evaluation. The proposal particulars & letter should be as in the format at **Annexure – I.**



HOW TO APPLY?

Intending eligible Organization(s) / Firm / a consortium of Organizations must submit their technical proposals and financial proposals separately under sealed covers addressed to the :

**Project Director (R&R)
Lower Suktel Irrigation Project
Balangir
Odisha - 767002**

SELECTION CRITERIA :

Technical Evaluation Criteria

The Organizations will be evaluated and selected basing on the following criteria's:

Sl. No.	Particulars	Maximum Marks
1	Organization Financial turnover (INR) Last FY 2021-21 > 20 Lakhs but < 50 Lakhs – 5 Marks > 50 lakhs but < 100 lakhs – 10 Marks > 100 lakhs but < 150 lakhs – 15 Marks > 150 lakh – 20 Marks	20
2	Organization should have experience in similar type of work 1 No. Assignment – 05 Marks 2 No. Assignment – 10 Marks 3 No. and more Assignment – 15 Marks	10
3	Works experience under CSR, if any	05
4	C.V: Proposed Professional team members engaged in this work (CV must be enclosed) (5 Experts X 3 Marks)	10
5	GST Registration Certificate	5
6	Technical presentation (Approach and Methodology)	50
	Total	100

To qualify the technical evaluation state, the bidder must score a minimum of 70 marks out of 100.

1. Project Director (R&R), Lower Suktel Irrigation Project, Balangir will open the Financial Bids of those Bidders who will achieve minimum score of 70 marks in technical evaluation.
2. Documentary evidence (Citation, copy of completion / Ongoing Client Certificate and Work Order / Contract) is required for all project experience.
3. Project Director (R&R), Lower Suktel Irrigation Project, Balangir (or a nominated party) reserves the right to check / validate the authenticity of the information provided by the Bidder for Technical Evaluation criteria and the requisite support must be provided by the Bidder.
4. The bidder should come prepared for technical presentation which is allowed maximum period of 10 minutes. In the technical presentation the bidder should show the performance of institution, success stories, approach, methodology through power point presentation & videos. The PPT and video should be in soft copies and handed over to the Project Director (R&R), Lower Suktel Irrigation Project, Balangir.



Financial Evaluation

In the second state, the financial evaluation will be carried out as per this Clause. Each Financial Proposal will be assigned to financial score (**S_F**). For financial evaluation, the total cost indicated in the Financial Proposal and illustration.

The Project Director (R&R), Lower Suktel Irrigation Project, Balangir will determine whether the Financial Proposals are complete and unconditional. The cost indicated in the Financial proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the firm to be compensated and the liability to fulfill its obligations as per the ToR Financial Proposal (**F_M**) will be given a financial score (**S_F**) of 100 points. The financial scores of other proposals will be computed as follows:

$$S_F = 100 \times F_M / F$$

(F = Amount of Financial Proposal under consideration).

Provided that the Bid is substantially responsive, the Authority shall correct arithmetical errors on the following basis:

If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;

- If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail.

Any conditional Bids shall be summarily rejected.

Quality Cost Based System(QCBS) of Evaluation of Technical & Financial Bid

- **The minimum qualifying Technical score is: 70**
- **Evaluation of Technical and Financial Score**
- The formula for determining the technical score is as follows:-
- $St = (100 \times T / Th)$, in which St is the normalized technical score, Th is the highest technical score and T is the technical score of the proposal under consideration.
- The formula for determining the financial scores is as follows:-
- $Sf = 100 \times FI / F$, in which Sf is the financial score, FI is the lowest price and F the price of the proposal under consideration.
- The weights given to the Technical and Financial Proposals are:
- $St = 0.60$ and $Sf = 0.40$



ILLUSTRATION OF TECHNICAL & FINANCIAL EVALUATION QCBS METHOD

- Step-1: Technical Bid Evaluation**

Bidder details	Technical Marks Obtained
Bidder-X	91
Bidder-Y	84
Bidder-Z	56
Bidder-Q	73

- Step-2: Conversion of Technical Marks to Technical Score**

Bidder details	St=(100XT/Th)
Bidder-X	St=100x91/91)=100
Bidder-Y	St=100x84/91)=92.30
Bidder-Z	St=100x56/91)=61.53*
Bidder-Q	St=100x73/91)=80.21

*Since the eligible technical score for qualifying for opening of financial bid was kept at 70 & above, bidder- Z who secured 61.53 marks got disqualified.

- Step-3: Financial Bid Evaluation**

Bidder details	Financial Bid Amount
Bidder-X	1,50,000
Bidder-Y	1,30,000
Bidder-Q	1,00,000

- Step-4: Conversion of Financial Bid Amount to Score**

Bidder Details	Financial Bid Amount	Financial Score Sf=(100XFI/F)
Bidder-X	1,50,000	100000/150000*100=66.66
Bidder-Y	1,30,000	100000/130000*100=75.92
Bidder-Q	1,00,000	100

- Consolidated Technical & Financial Score.**

Bidder Details	Technical Score	Financial Score
Bidder-X	100	66.66
Bidder-Y	92.30	75.92
Bidder-Q	80.21	100

- Step-5: Combined Technical & Financial Score(CTFS) with weightage 60:40**

Bidder Details	Applying weight for the Technical & Financial Score	CTFS 40+26.66	Rank of Bidder
Bidder-X	100*(60/100)+ 66.66*(40/100)	86.66(60+26.66)	L2
Bidder-Y	92.30*(60/100)+ 75.92*(40/100)	85.74(55.38+30.36)	L3
Bidder-Q	80.21*(60/100)+ 100*(40/100)	88.12(48.12+40)	L1



OPENING OF BIDS

Three envelopes, one for cost of Bid documents i.e. D.D for Rs.6,000/- & Earnest Money Deposit (EMD) of Rs.1.00 (one) lakh in shape of Demand Draft / TDR issued from any Nationalized/ Scheduled Bank duly pledged in favour of Project Director (R&R), Lower Suktel Irrigation Project, Balangir.

Second envelop for Technical Bid & third envelop for Financial Bid shall be prepared super scribing clearly on the top of each envelop the purpose for submitting.

The three envelopes should be inserted on a fourth envelop with requisite papers as mentioned in the Bid document super scribing Tender.

N.B. Only Technical & Financial Bids of 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 Bid shall be opened. Authorised representatives/nominees of the bidders may remain present. The Selection Committee shall open the Bid in the sequence mentioned below:-

- 1) Cost of Bid Processing Fees & EMD
- 2) Technical Bid
- 3) Financial Bid

EXECUTION OF AGREEMENT

After acknowledgement of the LoA by the selected bidder shall sign the Agreement within 7 (Seven) days from the date of issue of LoA.

DECIDING AWARD OF CONTRACT

i. The selection committee reserves the right to ask for a technical elaboration/clarification in the form of a technical presentation from the Bidder on the already submitted Technical Bid at any point of time before opening the Financial Proposal. The Bidder shall furnish the required information to Project Director (R&R), Lower Suktel Irrigation Project, Balangir and its appointed representative on the date asked for, at no cost to the Project Director (R&R), Lower Suktel Irrigation Project, Balangir. The Project Director (R&R), Lower Suktel Irrigation Project, Balangir may at its discretion, visit the office of the Bidder any-time before signing of Agreement.

Selection Committee shall inform the successful L1 Bidder whose proposal is finally accepted via issuance of Letter of Acceptance (LoA) in duplicate copy. Bidder shall acknowledge the LoA and return the duplicate copy duly sealed and signed, within seven days from the date of issuance of same.

Project Director (R&R), Lower Suktel Irrigation Project, Balangir will sign the Agreement with Successful Bidder within seven days of issuance of LoA. Project Director (R&R), Lower Suktel Irrigation Project, Balangir may extend the Agreement of the successful Bidder for as mutually agreed upon by both the parties, subjected to satisfactory performance rendered. However Project Director (R&R), Lower Suktel Irrigation Project, Balangir may terminate the agreement prematurely if the selected firm's performance is not up to the mark, giving (7 days) notice in writing.



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 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 disclosed to any third party for any reason what-so-ever.

At all time of the performance of the services, the Bidder shall abide by all applicable security rules, policies, standards, guidelines and procedures. The Bidder should note that before any of its employees or assignees is given access to the Confidential Information, each such employee and assignees shall agree to be bound by the term of this RFP and such rules, policies, standards, guidelines and procedures by its employees or agents.

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 him for the 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 before signing the contract.

The Bidder must surrender/remove/ destroy the entire data from his custody after completion of the contract period. If at any stage it is found that the bidder is using the data provided by the client any time during the contract execution or after completion of the contract for any other purposes than stringent legal action will be initiated as per applicable law of land and the contract will be terminated without assigning any reasons.

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.

DURATION OF CONTRACT

The CONTRACT shall be valid for a period of **90 days** from the date of signing of initial Agreement. However Project Director (R&R), Lower Suktel Irrigation Project, Balangir may terminate the agreement prematurely if the selected firm's performance is not up to the mark, giving (7 days) notice in writing.



TERMS AND CONDITIONS: APPLICABLE POST AWARD OF CONTRACT

TERMINATION CLAUSE

Right to terminate the process

Project Director (R&R), Lower Suktel Irrigation Project, Balangir reserves the right to cancel the contract placed on the selected bidder and recover expenditure incurred by Project Director (R&R), Lower Suktel Irrigation Project, Balangir under the following circumstances:-

The selected bidder commits a breach of any of the terms and conditions of the bid. The bidder goes into liquidation, voluntarily or otherwise.

An attachment is levied or continues to be levied for a period of seven days upon effects of the bid.

If the selected bidder fails to complete the assignment as per the time lines prescribed in the Bid and the extension if any allowed, it will be a breach of contract. The Project Director (R&R), Lower Suktel Irrigation Project, Balangir reserves its right to cancel the order in the event of delay and forfeit the bid security as liquidated damages for the delay.

In case the selected bidder fails to deliver the services as stipulated in the delivery schedule, Project Director (R&R), Lower Suktel Irrigation Project, Balangir 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, if the selected bidder does not perform satisfactorily or delays execution of the contract, Project Director (R&R), Lower Suktel Irrigation Project, Balangir reserves the right to get the balance contract executed by another party of its choice. This clause is applicable, if for any reason, the contract is cancelled.

Project Director (R&R), Lower Suktel Irrigation Project, Balangir 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 TDR/DD 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), Project Director (R&R), Lower Suktel Irrigation Project, Balangir 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 Contract.

Nothing herein shall restrict the right of Project Director (R&R), Lower Suktel Irrigation Project, Balangir to invoke the Project Director (R&R), Lower Suktel Irrigation Project, Balangir Guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available with Project Director (R&R), Lower Suktel Irrigation Project, Balangir under law or otherwise.

The termination hereof shall not affect any accrued right or liability of either Parties nor 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.



Penalty

The Bidder shall perform its obligations under the agreement entered into with the Project Director (R&R), Lower Suktel Irrigation Project, Balangir, in a professional manner.

In the event of failure to maintain the Service Level Agreement (SLA), penalty would be levied up to a maximum of 10% of the total service cost.

Project Director (R&R), Lower Suktel Irrigation Project, Balangir may recover such amount of penalty from any payment being released to the Bidder, irrespective of the fact whether such payment is relating to this contract or otherwise.

If any act or failure by the bidder under the agreement results in failure or inoperability of systems and if the Project Director (R&R), Lower Suktel Irrigation Project, Balangir has to take corrective actions to ensure functionality of its property, the Project Director (R&R), Lower Suktel Irrigation Project, Balangir reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures.

Project Director (R&R), Lower Suktel Irrigation Project, Balangir may impose penalty to the extent of damage to its any equipment, if the damage was due to the actions directly attributable to the staff of Bidder.

The Project Director (R&R), Lower Suktel Irrigation Project, Balangir shall implement all penalty clauses after giving due notice to the bidder.

If the Bidder fails to complete the due performance of the contract in accordance with the specification and conditions of the offer document, the Project Director (R&R), Lower Suktel Irrigation Project, Balangir reserves the right either to cancel the order or to recover a suitable amount as deemed reasonable as Penalty / Liquidated Damage for non-performance.

Dispute Resolution Mechanism

The Bidder and the Project Director (R&R), Lower Suktel Irrigation Project, Balangir shall endeavour their best to amicably settle all disputes arising out of or in connection with the Contract 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. The matter shall be brought to the notice of Collector, Balangir and his decisions shall be obtained.

Matter will be referred for negotiation between Officer nominated by Project Director (R&R), Lower Suktel Irrigation Project, Balangir 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 **7 (seven)** days.

Any legal dispute is limited to Balangir District Court's jurisdiction and its appellate authority.

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

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

Terrorist attack, public unrest in work area provided either party shall within 02 days from occurrence of such a cause, notifies the other in writing of such causes. The bidder or Project Director (R&R), Lower Suktel Irrigation Project, Balangir shall not be liable for delay in performing his/her obligations resulting from any cause as referred to and/or defined above. Any delay beyond 30 days shall lead to termination of contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the contract.



Failure to agree with the terms and condition of the Bid

Failure of the successful bidder to agree with the Terms & Conditions of the Bid shall constitute sufficient grounds for the annulment of the award, in which event Project Director (R&R), Lower Suktel Irrigation Project, Balangir may award the contract to the L2 Bidder or call for new proposals from the interested bidders.

RIGHT TO MONITORING, INSPECTION AND PERIODIC AUDIT

The Project Director (R&R), Lower Suktel Irrigation Project, Balangir 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 Project Director (R&R), Lower Suktel Irrigation Project, Balangir may demand, and upon such demand being made, the selected bidder shall provide with any document, data, material or any other information required to assess the progress of the project.

The Project Director (R&R), Lower Suktel Irrigation Project, Balangir shall also have the right to conduct, either itself or through any another agency as it may deem fit, an audit to monitor the performance by the Selected Bidder of its obligations/functions in accordance with the standards committed to or required by the Project Director (R&R), Lower Suktel Irrigation Project, Balangir and the Selected Bidder undertakes to cooperate with and provide to the Project Director (R&R), Lower Suktel Irrigation Project, Balangir / any other Consultant/ Agency appointed by the Project Director (R&R), Lower Suktel Irrigation Project, Balangir, 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 failing which the Project Director (R&R), Lower Suktel Irrigation Project, Balangir may, without prejudice to any other rights that it may have, issue a notice of default.

OBLIGATION OF PROJECT DIRECTOR (R&R), LOWER SUKTEL IRRIGATION PROJECT, BALANGIR

The Project Director (R&R), Lower Suktel Irrigation Project, Balangir representative shall interface with the Selected Bidder, to provide the required information, clarifications, and to resolve any issues as may arise during the execution of the Contract.

Project Director (R&R), Lower Suktel Irrigation Project, Balangir 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.

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 Project Director (R&R), Lower Suktel Irrigation Project, Balangir, out of premises, without prior written permission from the Project Director (R&R), Lower Suktel Irrigation Project, Balangir.

The Selected Bidder shall, upon termination of this agreement for any reason, or upon demand by Project Director (R&R), Lower Suktel Irrigation Project, Balangir, whichever is earliest, return any and all information provided to the Selected Bidder by Project Director (R&R), Lower Suktel Irrigation Project, Balangir, including any copies or reproductions, both hard copy and electronic.



Conflict of interest

The Bidder shall disclose to Project Director (R&R), Lower Suktel Irrigation Project, Balangir in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Vendor the Bidder s team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.

Governing language

The Agreement shall be written in English language and all correspondence and other documents pertaining to the Contract that are exchanged by parties shall be written in English language only.

No Claim Certificate

The Selected Bidder shall not be entitled to make any claim, whatsoever against Project Director (R&R), Lower Suktel Irrigation Project, Balangir, under or by virtue of or arising out of, the contract, nor shall Project Director (R&R), Lower Suktel Irrigation Project, Balangir entertain or consider any such claim, if made by the Selected Bidder after it has signed a No claim certificate in favour of Project Director (R&R), Lower Suktel Irrigation Project, Balangir in such form as shall be required by it after the work is finally accepted.

Publicity

The Selected Bidder shall not make or permit to be made a public announcement or media release about any aspect of this Contract unless the Project Director (R&R), Lower Suktel Irrigation Project, Balangir first gives its consent in written to the selected bidder.

GENERAL

Relationship between the parties

Nothing in the Contract constitutes any fiduciary relationship between the Project Director (R&R), Lower Suktel Irrigation Project, Balangir and

Selected Bidder/ Bidder's Team or any relationship of employer & employee, principal and agent, or partnership, between the Project Director (R&R), Lower Suktel Irrigation Project, Balangir 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.

Project Director (R&R), Lower Suktel Irrigation Project, Balangir will not be under any obligation to the Implementation Agency's Team except as agreed 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 Project Director (R&R), Lower Suktel Irrigation Project, Balangir.

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 unless Project Director (R&R), Lower Suktel Irrigation Project, Balangir notifies the Selected Bidder of its release from those obligations.



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 laws of India.

Jurisdiction of Courts

For adjudication of any dispute between Project Director (R&R), Lower Suktel Irrigation Project, Balangir and the bidders arising in this case, reference can be made to any appropriate Law courts in Balangir jurisdiction. The Project Director (R&R), Lower Suktel R.R.C&B Division, Balangir reserves the right to accept or reject any or all bids without assigning any reason thereof.

Compliance with Laws

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

Notices

A consent, approval or other communication required to be 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 shall be deemed effectively given when personally delivered or mailed by pre-paid certified/ registered mail, return receipt requested, addressed as follows and shall be deemed received two days after mailing or on the date of delivery if personally delivered:

FRAUD AND CORRUPTION 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 Project Director (R&R), Lower Suktel Irrigation Project, Balangir 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 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 Project Director (R&R), Lower Suktel Irrigation Project, Balangir 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, inter alia, 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 Project Director (R&R), Lower Suktel Irrigation Project, Balangir under Clause above and the rights and remedies which the Project Director (R&R), Lower Suktel Irrigation Project, Balangir may have under the Agreement, if an 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 Project Director (R&R), Lower Suktel Irrigation Project, Balangir during a period of three years.

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 Project Director (R&R), Lower Suktel Irrigation Project, Balangir 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 Project Director (R&R), Lower Suktel Irrigation Project, Balangir, 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 time has been or is a legal, financial or technical consultant/ adviser of the Project Director (R&R), Lower Suktel Irrigation Project, Balangir 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 Project Director (R&R), Lower Suktel Irrigation Project, Balangir 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 Project Director (R&R), Lower Suktel Irrigation Project, Balangir and the bidders arising in this case, reference can be made to any appropriate Law courts in Balangir under the jurisdiction of Orissa High Court only. The Project Director (R&R), Lower Suktel Irrigation Project, Balangir reserves the right to accept or reject any or all bids without assigning any reason thereof.

Replacement of onsite resources persons

Except as the Client may otherwise agree in writing, no changes shall be made in the onsite resource Persons once the survey commences.

Notwithstanding the above, the substitution of RPs during contract execution may be considered only based on the consultant's written request and due to circumstances outside 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 forth provide as a replacement, a person of equivalent or better qualifications and experience.

Clarifications

Clarification can be sought from the office of the Project Director (R&R), Lower Suktel Irrigation Project, Balangir during working hours through email, telephone as mentioned above.



COMPETENT AUTHORITY

Project Director (R&R), Lower Suktel Irrigation Project, Balangir on delegation of authority by the Collector will be the competent authority for this contract.

The rights of the Competent Authority will be as under:

- ✓ Amend Bid documents during the proposal evaluation process. Any amendments will be conveyed to the short-listed Organizations.
- ✓ Modify scope of work at the time of the award of the contract. Such modifications will be discussed and agreed with the preferred Organizations.
- ✓ At discretion during evaluation of Bids, request an organization / consultancy firm / NGO for clarification on its proposal. This request will be in writing and the Organization should respond in writing. No change in price or substance of the bid shall be sought, offered or permitted at this stage.

The Project Director (R&R), Lower Suktel Irrigation Project, Balangir has the right to accept or reject any or all bids without assigning any reason thereof. The intending Organizations need to apply on time with necessary documents towards testifying the eligibility. If at any time in the opinion of the Project Director (R&R), Lower Suktel Irrigation Project, Balangir, the successful bidder is unable to perform or to complete the service/survey in satisfactory manner due to attributes of the firm / Organisation, the Project Director (R&R), Lower Suktel Irrigation Project, Balangir may at its option terminate the contract at the risk and cost of the successful bidder concerned.

STATUTORY OF CONTRACT:

- i) The Project Director (R&R), Lower Suktel Irrigation Project, Balangir undertakes no responsibility in respect of life, accident, travel or other insurance coverage for travel or elsewhere for the purpose of the services.
- ii) The Successful bidder shall takeout and maintain adequate professional indemnity, insurance against claims by third party, carrying out the survey work.
- iii) The successful bidder shall comply with all statutory requirements of labour laws at it's own cost.
- iv) **Governing Language**
The Agreement shall be written in English language and all correspondence and other documents pertaining to the Contract that are exchanged by parties shall be written in English language only.
- v) **Replacement of onsite Resources Persons**

Except as the Client may otherwise agree in writing, no changes shall be made in the onsite resource Persons once inducted.

Notwithstanding the above, the substitution of RPs during contract execution may be considered only based on the consultant's written request and due to circumstances outside 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 forth with provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.



PAYMENT SCHEDULE

Payment shall be made to the Agency as per the following schedule :

Sl. No.	Milestone Description	% of payment
1	An Inception report with detailed work plan of the assignment within 7 days of signing of the contract (After Approval of Competent Authority)	5% of the Total Cost
2	Mid-term progress report on 30 days of signing of the contract (After Approval of Competent Authority)	20% of Total Cost
3	Draft baseline report with required information specified in the scope of work after 45 days of signing of contract (After Approval of Competent Authority)	25% of Total Cost
4	Final report by 60 days after signing the Contract (After Approval of competent Authority)	50% of Total Cost



FINANCIAL PROPOSAL

ANNEXURE – I

To

The Project Director (R&R)
Lower Suktel Irrigation Project,
Balangir.

Sir,

We the undersigned offer to provide services for the assignment "**For Socio-Economic Survey in affected villages of Lower Suktel Irrigation Project, Balangir, Odisha**" under Lower Suktel Irrigation Project, Balangir in accordance with your Tender. Our Financial Proposal is as per below mentioned.

Sl. No.	Particulars	Unit Cost (per village)	No. of village	Total Amount (INR)
1	Total cost including all Expenses i.e. salary of Surveyors, Supervisors & Experts, Administrative, Travelling & Stationary cost, logistics, data computation, translator & printing etc.			
2	Applicable Tax (GST)			
3	Total cost including all taxes			
4	Grand Total			

We fully accept the proposed cost with reference to the Tender. The proposed total cost including all Taxes shall be binding upon us subject to the modification resulting from contract negotiations.

Thanking You,

Yours Sincerely,

Authorized Signature
Name and Designation of Signatory
Name of Agency :
Address :



ANNEXURE - II

CURRICULUM VITAE (CV) OF KEY PERSONNEL & SUBJECT MATTER EXPERT

1	Proposed Position				
2	Name of Firm				
3	Name of Expert				
4	Date of Birth		Citizenship		
5	Membership in Professional Associations				
6	Work Experience				
7	Languages	Languages	Speaking	Reading	Writing
		English			
		Hindi			
		Odia			
		Others			
8	Employment Record				
a	From:		To:		
	Employer:				
	Position Held				



9	Work Undertaken That Best Illustrates Capability To Handle The Tasks Assigned	
a	Name of the Project	
	Year	
	Location	
	Client	
	Main Project Features	
	Position Held	
	Activities Performed	

NB:- C.V of all the 30 on roll staffs be given in the above Proforma with seal and signature of proprietor.

