



OFFICE OF THE
MUNICIPAL COUNCIL, KEONJHARGARH

At/P.O.-Keonjhar, Dist.-Keonjhar, Odisha, Pin-758001
Phone/Fax: (06766) 255413, E-mail:-keonjharm.hud@rediffmail.com

Letter No 8915/KGM

Date 30/11/22

LETTER INVITING EOI

Inviting for Expression of interest for "Preparation of Comprehensive Drainage Master Plan and Detail Project report for Storm water drainage system Keonjhar Municipality Area"

The Executive Officer, Keonjhar Municipality, Keonjhar (Odisha) on behalf to Governor of Odisha invites expression of interest (EOI) for "Preparation of Comprehensive Drainage Master Plan and Detail Project report for Keonjhar Municipality Area" from registered and eligible firm/ Consultant for tendering their bids in sealed cover addressed to the Executive Officer, Keonjhar Municipality. The EOI may be downloaded from the websites www.keonjharmc.nic.in / www.keonjhar.nic.in and can be submitted in sealed envelope containing hard & soft copies by speed post or can be dropped in the specified Drop Box at the office of the Executive Officer, Keonjhar Municipality

Name of the work:- PREPARATION OF COMPREHENSIVE DRAINAGE MASTER PLAN AND DETAIL PROJECT REPORT FOR STORM WATER DRAINAGE SYSTEM KEONJHARGARH MUNICIPALITY AREA

1. EOI may be downloaded from web sites www.keonjharmc.nic.in / www.keonjhar.nic.in from 02.12.2022 to 18.12.2022
2. Date of submission of sealed envelope containing there is up to 20.12.2022.
3. The EOI will be opened on dt.21.12.2022 at 11.00 A.M in the office of the Executive Officer, Keonjhar Municipality in presence of the bidders or their authorized representatives, who wish to attend.
4. The bids received after due date shall not be considered for evaluation.

All other details are available in the above mentioned websites.


Executive Officer
Keonjhar Municipality
30/11/2022

Memo No- 8916 Date- 30.11.22

Copy submitted to the Collector & District Magistrate, Keonjhar / P.D, DUDA, Keonjhar for favour of kind information and necessary action.

Executive Officer
Keonjhargarh Municipality
30/11/2022

Memo No- 8917 Date- 30.11.22

Copy submitted to the Addl. Chief Engineer-cum-ILW, PH Division, Balesore / Superintending Engineer, (R & B) Division, Keonjhar / Tahasildar, Keonjhar for information. They are requested to display the notice in their notice board for wide publication.

Executive Officer
Keonjhargarh Municipality
30/11/2022

Memo No- 8918 Date- 30.11.22

Copy to the Municipal Engineer, Keonjhargarh Municipality / Treasury Officer, Keonjhar / Account Officer, Keonjhar for information.

Executive Officer
Keonjhargarh Municipality
30/11/2022

Memo No- 8919 Date- 30.11.22

Copy to MIS, Keonjhargarh Municipality with a direction to upload the tender document in the mentioned web sites for display & downloading.

Executive Officer
Keonjhargarh Municipality
30/11/2022

Memo No- 8920 Date- 30.11.22

Copy forwarded to the District National Informatics Centre (NIC), Keonjhar for publication the EOI in District Website -keonjhar.nic.in

Copy to Office Notice Board for wide publication.

Executive Officer
Keonjhargarh Municipality
30/11/2022

Memo No- 8921 Date- 30.11.22

Copy submitted to the I & PR Department, Odisha, Bhubaneswar for publication of the above EOI in One largest published National English daily and two edia largest published dailies for one day publication on or before-02.12.2022.

Executive Officer
Keonjhargarh Municipality
30/11/2022

30/11/2022



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

**PREPARATION OF
COMPREHENSIVE DRAINAGE MASTER PLAN AND
DETAILED PROJECT REPORT FOR STORM WATER DRAINAGE
SYSTEM OF KEONJHARGARH MUNICIPALITY AREA**

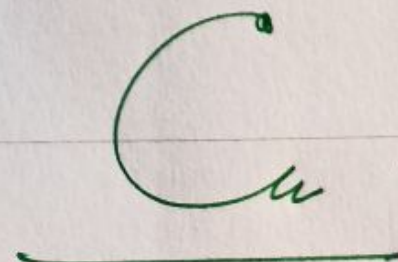
**TENDER DOCUMENT
PART-I- TECHNICAL BID**


Executive Officer
Keonjharh Municipality

30 / 11 / 2022

SECTION-I

**INVITATION FOR
EXPRESSION OF INTEREST**

A handwritten signature in green ink, consisting of a large, stylized 'C' followed by a smaller 'u' and a horizontal line underneath.



OFFICE OF THE
MUNICIPAL COUNCIL, KEONJHARGARH

At/P.O.-Keonjhar, Dist.-Keonjhar, Odisha, Pin-758001
Phone/Fax: (06766) 255413, E-mail:-keonjharm.hud@rediffmail.com

LETTER INVITING EOI No-

Inviting on Expression of interest for "Preparation of Comprehensive Drainage Master Plan and Detailed Project report for Storm water drainage system Keonjharagrh Municipality Area"

The Executive Officer, Keonjharagrh Municipality, Keonjhar(Odisha) on behalf of Keonjharagrh Municipality invites expression of interest (EOI) for "Preparation of Comprehensive Drainage Master Plan and Detailed Project report for storm water drainage system of Keonjharagrh Municipality Area" from registered and eligible firm/ Consultant for tendering their bids in sealed cover addressed to the Executive Officer, Keonjharagrh Municipality. The EOI may be downloaded from the websites www.keonjharmc.nic.in / www.keonjhar.nic.in and can be submitted in sealed envelope containing hard & soft copies by speed post or can be dropped in the specified Drop Box at the office of the Executive Officer, Keonjharagrh Municipality

Name of the work:- PREPARATION OF COMPREHENSIVE DRAINAGE MASTER PLAN AND DETAIL PROJECT REPORT FOR STORM WATER DRAINAGE SYSTEM KEONJHARAGRH MUNICIPALITY AREA

1. EOI may be downloaded from web sites www.keonjharmc.nic.in / www.keonjhar.nic.in from 02.12.2022 to 18.12.2022
2. Date of submission of sealed envelope containing there is up to 20.12.2022
3. The EOI will be opened on dt.21.12.2022 at 11.00 A.M in the office of the Executive Officer, Keonjharagrh Municipality in presence of the bidders or their authorized representatives ,who wish to attend.
4. The bids received after due date shall not be considered for evaluation.

All other details are available in the above mentioned websites.

Executive Officer
Keonjharagrh Municipality

30/11/2022

INVITATION FOR EXPRESSION OF INTEREST (EOI)

EXPRESSION OF INTEREST

Expression of interest in sealed covers is invited from the National level consultants for participation in.

PROJECT

Preparation of compressive Drainage Master Plan and Detailed Project report for Storm water drainage system Keonjhar Municipal area (Odisha)

Duration for completion of Project is six months.

PROPOSED

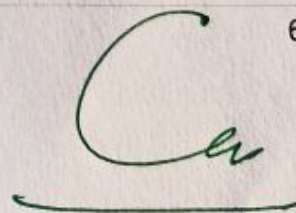
Proposed site in the District Head Quarter of Keonjhar District in the State of Odisha, 200 Km East of Capital. Nearest Railway Station in Keonjhar of East Coast Railway and nearest Airport is at Bhubaneswar. The city lies on NH No-215 that connects all major cities of the country.

BIDDER

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

BIDDER PROFILE REQUIREMENT

Eligibility:- The bidder/ Agency/ Firms/Consortium should have experience offering similar consultancy service in survey, mapping, design, drawing, preparing bill of quantities and Urban drainage in Urban Storm Water Drainage sector of India for past 7 years



Qualification:-

- i. The bidder should have sufficient experience in technical matters & offered similar consultancy services, i.e preparation of at least one compressive Urban Storm water drainage project report and Master Plan for any city with more than 02 lakhs population spreading over not less than 100 sq km urban catchment area in the last 7 years . The bidder should have sufficient organizational capacity with well qualified personnel to monitor the field staffs in the matter relevant to the scope of services.
- ii. The annual turnover of the bidder should not be less than Rs.02 Crore in any one year during the last 5 years.

PURCHASE OF TENDER DOCUMENT

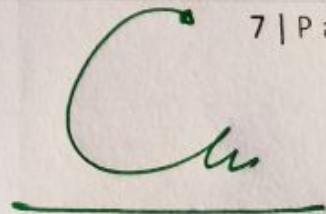
Tender documents containing detailed qualification and eligibility criteria, scope of work, terms of reference and conditions of contract may be downloaded from the websites. www.keonjhar.mn.nic.in / www.keonjhar.nic.in from 02.12.2022 to 18.12.2022. The bidder shall have to furnish Rs.11,800.00 (Eleven thousand eight hundred)only (non-refundable) towards cost of tender documents.

PROCEDURE FOR SUBMISSION OF EMD

The bidder shall have to furnish Rs.1,00,000/- (Rupees One lakh) towards earnest money deposit along with the tender documents either in shape of post office saving Bank Account/ NSC/ P.O Time Deposit Account/ Deposit receipt of any Nationalized scheduled bank duly pledged in favour of Executive Officer, Keonjhar Municipal Corporation payable at Keonjhar/ Bank Guarantee as per the format failing which the bid shall be considered non-responsive and will be rejected.

TIME SCHEDULE

Pre-Bid meeting will be held on **06.12.2022** at 11.00 A.M hours in the office of the Executive Officer, Keonjhar Municipal Corporation, Keonjhar (Odisha). Consultants have to submit their sealed tenders on or before **20.12.2022**. The Technical bid only will be



opened on 21.12.2022 in the office of the Executive Officer, Keonjhargarh Municipality in presence of the bidders or their authorized agents who wish to be present.

The bidders may present their proposal to a Committee to be formed by the Executive Officer, Keonjhargarh Municipality on 24.12.2022 at the Conference Hall of Keonjhargarh Municipality, Keonjhar, Odisha.

The Executive Officer, Keonjhargarh Municipality reserves the right either to accept or reject any or all tenders at any stage without assigning any reason thereof.

Address for communication: Executive Officer, Keonjhargarh Municipality, Keonjhar, Odisha, Pin-758001.

Tel No-

Executive Officer, Keonjhargarh Municipality

E-mail:-keonjharm.hud@rediffmail.com


Executive Officer
Keonjhargarh Municipality

30 / 11 / 2022

SECTION-II
INSTRUCTIONS TO CONSULTANTS

A. GENERAL

1. INTRODUCTION

Keonjhar is a city of Odisha State in eastern India and is the District Headquarter of Keonjhar District. According to legend, the city derives its name from the Goddess Maa Tarini and God Baladevjew Temple. Keonjhar city is located at 21.5151 North and - 85.6846 East. The geographical area of the city is about 30 square kilometers latest development and growth the city prone to water logging and acute drainage congestion during rains. The city being located in the mountainous areas is often subjected heavy to very heavy rainfall. The city is thickly habitated and the unplanned development in the past has made the city vulnerable towards water logging in certain areas. Flood and drainage problems are a day to day affair during rainy season in the city. Few parts of the city gets submerged during rainy season and it takes hours and even days together for passage of the accumulated flood water from the locality. Rainfall of as high as 1534 mm has been observed in the past.

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

Keonjhar Municipality is an urban local body with the responsibility of providing basic civic services like roads, water supply, sewerage, health, sanitation and storm water disposal etc .within its 21 wards.

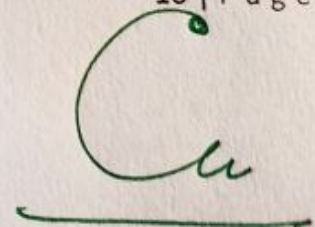

Executive Officer
Keonjhar Municipality

30 / 11 / 2022

There has been some development works by the Keonjharh Municipality to cater to the Drainage problems of the city. Some of the major drains have been renovated under different schemes. Day to day maintenance of the drainage systems are being looked after by the Municipality.

Considering the development scenario and urbanization coupled with population growth, the existing storm water drainage system is inadequate due to the following shortcomings.

1. Many of the existing surface drains are inadequate in size thus require renovation.
2. Many areas are not provided with drainage system, due to non-availability of discharge point.
3. Open surface drains sometimes lead to overflow during heavy showers. Stagnation of water may lead to mosquito breeding, fly nuisance etc.
4. Flow of sewage/ septic tank effluent in some open drains also creates health risk to the citizen.
5. Due to rapid urbanization and unprecedented pace of growth in the last two decades the physical status of most of the natural storm water channels are:
 - Encroachment by the public, thereby narrowing the original stream section.
 - People of weaker sections and migrants occupy and reside on the bank of the drains causing obstruction to the free flow of streams & narrowing the flowpath.
 - Due to lack of proper demarcation and fencing of storm water drains, debris & wastages are thrown into the channels causing obstruction to free flow of rain water finally leading to overflowing on the roads.
6. The low lands on all around the town which otherwise acted as storm water holding basins & provided natural pathway for discharge to the rivers have been gradually converted into homestead lands thereby causing water logging during heavy shower. These low lands while acting as temporary storm water holding banks also help ground water recharge.
7. Increase in-built up areas & absence of integrated urban watershed management have led to reduction in infiltration capacity & thereby ground recharging problems.



The above shortcomings are causing frequent flooding of different parts the city thereby affecting the normal life especially during monsoon periods.

Goals and Service Outcomes and requirement conditions

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

The major goals and outcome aimed at are as follows:

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

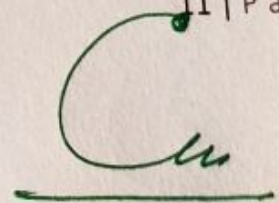
As a part of the strategy, it is proposed to adopt an integrated approach to urban watershed management with creation / renovation of following infrastructure facilities to achieve the above goals.

(i) Design of the existing surface drainage facility including renovation of the same as per requirement.

(ii) Design and execute drainage system for all uncovered areas of the Keonjhar Municipal Corporation including fringe areas with integration to the existing system as per requirement.

(iii) Renovation of the existing natural storm water channels suiting to following scope.

- a) Construction of storm water drain and / or retaining walls on both sides wherever needed duly demarcating the boundaries on either side.
- b) Construction of check dams/Drops wherever necessary to reduce the velocity in stages to ensure steady flow, to help in ground water recharge and to serve as water bodies / lakes for recreational spots.
- c) Construction of cross culverts/Bridges wherever necessary.
- d) Chain link fences to minimize dumping of garbage and litter.
- e) De-silting/ de-weeding to ensure full flow of water.
- f) Construction of control structure wherever necessary.



- g) Preparation of micro level storm water drainage network for street, branch & main drains in uncovered areas & integrating the same with existing system as well as to the major storm water channels.
- h) Construction detailed survey of the existing storm water Channels to assess their physical status, carrying capacity & adequacy to meet design discharge requirements.
- i) Identification of location along the routes of the major storm water channels for setting up of treatment facility, creation of water bodies/ lakes for recharging to the ground water as well as to use for recreational purpose.
- j) Preparation of storm water drainage map for Keonjhargarh & zonal maps showing existing major and primary, tertiary storm water drains & their disposal system.
- k) Based on the hydrologic study design of the entire drainage system including out-fall structures shall be carried out for safe discharge of design flood to the rivers.
- l) Structural design of the entire drainage system with outfall structures shall be carried out.
- m) The DPR shall include the followings :-
 - Detailed survey of the roads, drains and their flood plain areas.
 - Review of existing conditions.
 - Deficiency analysis from hydraulic and structural point of view.
 - Enlisting of obstructions, bottlenecks and encroachments.
 - Rehabilitation plan
 - Socio-Environmental impact analysis
 - Estimation of flood discharge and hydraulic design
 - Preparation of Longitudinal Sections (LS) and Cross Sections (CS) of drains.
 - Soil Investigation
 - Structural design of drain cross-section depending on the availability of land.
 - Detailed estimates with rate analysis based on current SR.
 - Preparation of detailed drawings
 - Construction programme to complete the execution within 2years.
 - Ground water recharging study & its effect
 - Preparation of land schedule with ROR, village map etc. for acquisition of private Govt. and forest lands to develop the network.
- The DPR should be prepared as per the guidelines & norms stipulated by H&UD department, Govt. of Odisha and other Department.

As such it is decided to appoint a Consultant who would prepare detailed project report for comprehensive storm water drainage system of Keonjhargarh for approval of Housing and Urban Development/Urban Department Govt. of Odisha.

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

2. **SOURCE OF FUNDS:**

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

3. **ELIGIBILITY:**

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

- a) All parties to the JV shall be jointly and severally liable and
- b) A JV shall nominate a Representative who shall have the authority to conduct all Business for and on behalf of any and all the parties of the JV during the bidding process and, in the event of the JV is awarded the Contract during contract execution.

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

3.3 A firm that is under a declaration of ineligibility by the Central/State Governments, in accordance with ITC Clause 3.2 at the date of the deadline for bid submission or thereafter, shall bid is qualified.

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

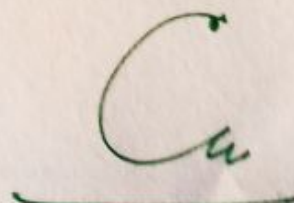
4. **QUALIFICATIONS:**

4.1 **Physical**

The agency should have offered similar consultancy services, i.e. preparation of at least one comprehensive Urban storm water Project Report for any single city least one comprehensive Urban storm Water Project Report for any single city with population more than 2,00,000/- (Two Lakh) and with an area not less than 50 Sqkm. In the last 7 years (A Certificate from Employer shall have to be furnished as proof)

4.2 **Financial**

The annual turnover of the agency should not be less than Rs.2.00 crore in any one year in the last 5 years (Statement showing annual turnover for the years 2017-18, 2018-19, 2019-20, 2020-21 & 2021-22 certified by a Chartered Accountant have to be furnished with bid documents)



4.3 Financial Standing:

The Consultant shall furnish financial statement statements for the last five years, audited by a chartered Accountant, which should include profit and loss Account, Balance Sheet and certificated regarding contingent liabilities. In case of any nil statement, a Chartered Accountant shall certify the same accordingly. The consultant shall furnish the financial statement for the latest financial year (2021-22) including the liabilities, contingent liabilities and Project in progress. If the consultant is a company, audited annual reports of the financial years April 2017 to March 2022 inclusive, along with the audit report under the Companies Act shall be furnished. In case of Consultants other than companies if the turnover in any of the above financial years exceeds Rs. 40 lakh per annum, the audited accounts along with the auditor's certificates under section 44 AB of the Income Tax act shall be furnished. If audited reports under Section 44AB of Income Tax Act is not furnished for any year, it will be deemed that the turn over for that year was less than Rs. 40 lakh. In the case of Consultants other than companies if the turnover in any of the above financial years does not exceed Rs. 40.00 lakh per annum the following certificate shall be given by a Chartered Accountant for each year for the profit and loss Account and the Balance Sheet. "We have audited the above profit and loss account/ balance Sheet of _____ as on _____ for the financial year ending _____ and in our opinion the said accounts give a true and fair view. The said Balance sheet and profit and Loss Account are in agreement with the books of accounts and returns produced and that we have obtained all the information and explanations which to the best of our knowledge and belief, were necessary for the purpose of the audit."

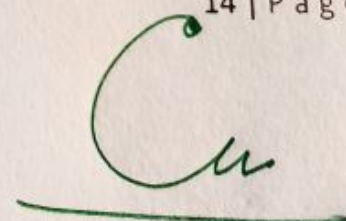
4.4 History of litigation and criminal record.

If any criminal cases are pending against him/her/ partners at the time of submitting the Tender, the Tender will be summarily rejected. In this respect, the Consultant shall have to submit an affidavit to the effect that the history of litigation, criminal cases pending against him/her/partners furnished by him/her is true.

In case, it is detected at any stage that the affidavit is false, he will abide by the action taken by the Executive Officer, Keonjhargarh Municipality without approaching any out whatsoever for redress. He will however, be given suitable opportunity to offer his explanation before action is taken against him.

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

1. Sons, Step-sons, daughters, step-daughters.



2. Sons-in-law and daughters-in-law.
3. Brother-in-law and sister-in-law.
4. Brother and sister
5. Father and mother
6. Wife/husband
7. Father-in-law and mother-in-law
8. Nephews, nieces, uncles, aunts
9. Cousins and in addition
10. Any person residing with the contractor, whether related or not.

4.6 Other requirements:

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

4.7 Original Certificates:

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

5. COST OF TENDERING:

The consultant shall bear all expenses associated with the preparation and submission of his tender and the Executive Officer, Keonjhargarh Municipality shall in no case be responsible or liable for reimbursement of such expenses, regardless of the conduct or outcome of the tendering process.

6. SITE VISIT:

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

B. TENDERING DOCUMENTS

7. TENDERING DOCUMENTS:

A set of Tender Documents comprising of technical bid and price bid issued for the purpose of tendering includes the following, together with any addenda there to which may be issued in accordance with clause 8 and clause 9.

PART-I		Technical Bid.
Section I	:	Notice Inviting consulting Service
Section II	:	Instruction to Consultants
Section III	:	Conditions of Contract
Section IV	:	Terms of Reference (ToR)
Section V	:	Schedules of Supplementary Information.
Schedule A	-	To establish their eligibility, Consultant shall submit all the necessary documents. If the Consultant is an existing or intended JV shall submit a copy of the JV agreement or a letter of intent to enter into such an agreement. The respective Document shall be signed by all legally authorized signatories of all the parties to the existing or intended JV as appropriate.
Schedule B	-	Bank Guarantee for EMD
Schedule C	-	Income Tax PAN No.
Schedule D	-	Project Experience Record
Schedule E	-	Activity schedule
Schedule F	-	Similar Project Experience record
Schedule G	-	Bio-data of Technical personnel for the work
Schedule H	-	Record of arbitration and litigation
Schedule I	-	History of criminal cases
Schedule J	-	General Power of Attorney Affidavit
Schedule K	-	Joint Venture agreement
Schedule L	-	Affidavit
Section VI	:	Addenda issued by the Executive Officer, Keonjharh Municipality
Section VII	:	Forms

PART-II Price Bid (Financial Proposal)

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

8. CLARIFICATION OF TENDER DOCUMENTS:

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

9. AMENDMENT OF TENDER DOCUMENTS:

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

Such addenda will be kept in website www. for downloading and will be binding upon them. Consultant shall give a certificate in the affidavit as described in Schedule L.

In order to afford prospective Consultants reasonable time to take such addenda into account in preparing their tenders, the Executive Officer, Keonjharh Municipality at his discretion, will extend the dead line for the submission of tender in accordance with Clause 19.

C PREPARATION OF TENDER

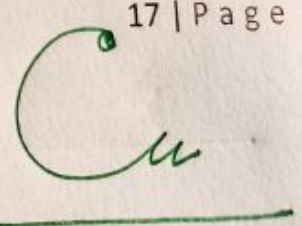
10. LANGUAGE OF THE DOCUMENTS:

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

11. Deleted

12. TENDER PRICES:

Unless stated otherwise in the tender documents, the Contract shall be for the whole of the work and the Consultant shall quote in Indian Rupees his willingness to execute the works at the rate per SqKm area of the city in respect of preparation of Master plan for storm water drains. This quoted rate shall also include Bankers charges, Income Tax,



GST (to be specifically mentioned), overheads as applicable from time to time and all other incidental charges complete for the work.

The Rate quoted by the Consultant shall be firm.

13. TENDER VALIDITY:

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

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

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

14. FORMAT AND SIGNING OF TENDERS:

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

The completed tender shall be without alterations, inter-relations or erasures except those which accord with instructions given by the Executive officer, Keonjhargarh Municipality or as necessary to correct errors made by the consultant, in which case such corrections shall be initialed by the person or persons signing the tender.

Only one tender shall be submitted by each consultant. No consultant shall participate in the tender or another for the same contract in any capacity what so ever.

15. EARNEST MONEY DEPOSIT.

15.1. The Consultant shall furnish Earnest Money Deposit equivalent to Rs.1,00,000/- (Rupee One lakh) only along with tender documents. This EMD can be in the form of:

a).Term Deposit Receipt of any Nationalized /Scheduled bank duly pledged in favour of Executive Officer, Keonjhargarh Municipality payable at Keonjhar.

b).A bank guarantee in the form given in Section-VII, form any Nationalized / Scheduled bank payable at Keonjhar and to be drawn in favour of Executive Officer, Keonjhargarh Municipality payable at Keonjhar.

c).Post office Savings Bank Account/NSC/P.O. Time Deposit Account duly pledged in favour of Executive Officer, Keonjhargarh Municipality payable at Keonjhar.

15.2. TDR/ Bank Guarantees furnished towards EMD shall be valid for a period of one year from the date of receipt of Tenders.

15.3. The EMD of unsuccessful Consultants will be returned no sooner the tenders are finalized or end date of the Tender validity period whichever is earlier.

15.4. The earnest money deposited by the successfully consultant will not carry any interest and it will be dealt with as provided in the conditions stipulated in the tender.

15.5. The E.M.D shall be forfeited.

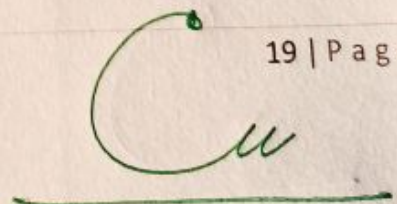
a) If the Consultant withdraws the tender during the validity period of tender.

b) In the case of a successfully tenderer, if he fails to sign the Agreement in time for whatsoever the reason.

15.6. In consideration of the Executive Officer, Keonjhargarh Municipality/ Government to investigate and to take into account each tender and in consideration of the work thereby involved, all earnest money deposited by the Tenderer will be forfeited in the event of such Tenderer either modifying or withdrawing his tender at his instance within the said validity period of 120 days.

16. **SIGNING OF TENDERS**

If the tender is made by an individual, it shall be signed with his full name and his address shall be given. If it is made by a firm, it shall be signed with the co-partnership name by a member of the firm, who shall also sign his own name and the name and address of each member of the firm shall be given. If the tender is made by a Corporation it shall be signed by a duly authorized Officer who shall produce with his tender satisfactory evidence of his authorization. Such tendering corporation may be



required before the contract is executed to furnish evidence of its corporate existence. Tenders signed on behalf of General Power of Attorney holder will be rejected.

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

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

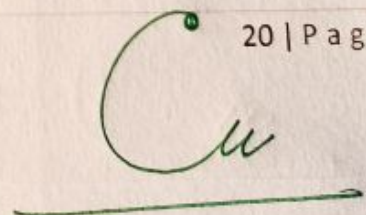
17. PRE-BID MEETING

- 17.1. The Tenderer or his official representative, duly authorized by him by letter is advised to attend the pre-bid meeting which will be convened at 02.12.2022 hours on 11.00 A.M in the office of. The Executive Officer, Keonjhargarh Municipality.
- 17.2. The purpose of the meeting is to clarify issues on any matters that the tenderer wishes to raise concerning the tendering of the works.
- 17.3. The tenders is requested to submit any queries in writing addressed to the Executive Officer, Keonjhargarh Municipality to reach his office not later than two working days before the meeting.
- 17.4. Any modification to any of the Tender Documents listed in Clause 7, which may be necessary as a result of Pre-bid meeting, will be made by the Executive Officer, Keonjhargarh Municipality and issued as an addendum or addenda pursuant to clause 9 and will be made available in the website. www.keonjharmc.nic.in / www.keonjhar.nic.in.

2.9.2. By the Consultants

The consultant may ,be not less than thirty(30) days written notice to the Employer, such notice to be given after the occurrence of any of the events specified in paragraphs (i) and (ii) of this clause CC2.9.2, terminate this contract.

- i) If the employer is in material breaches of its obligations pursuant to this contract and has not remedied the same whit in forty five(45) days or such longer period



as the consultants may have subsequently approved in writing) following the receipt by the employer of the consultants notice specifying such breach.

- ii) If as a result of force majeure, the consultants are unable to perform a material portion of the services for a period of not less than sixty (60) days.

2.9.3. Cessation of Rights and Obligations

Upon termination of this contract pursuant to clauses CC2.2 or 2.9 hereof, or upon expiration of this contract pursuant to clause CC2.4 hereof all rights and obligations of the parties hereunder shall cease except .

- i) Such rights and obligations as may have accrued on the date of termination or expiration.
- ii) The obligation of confidentiality set forth in clause CC3.3 hereof.
- iii) Any rights which a party may have under the applicable law.

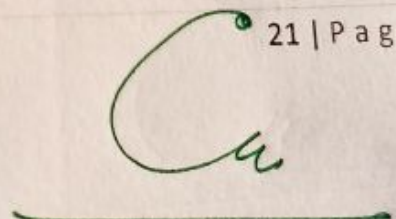
2.9.4. Cessation of Services.

Upon termination of this contract by notice of either party to the other pursuant to clauses 2.9.1 or 2.9.2 hereof the consultants shall immediately upon dispatch or receipt of such notice take all necessary steps to bring the services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditure for this purpose to a minimum. With respect to documents prepared by the consultants and equipment and materials furnished by the employer, the consultants shall proceed as provided, respectively by clauses CC3.9 hereof.

2.9.5. Payment upon termination.

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

- i) Remuneration pursuant to clause CC6 hereof for services satisfactorily performed prior to the effective date of termination.
- ii) Reimbursable expenditures pursuant to clause CC 6 hereof for expenditures actually incurred prior to the effective date of termination: and



- iii) Except in the case of termination pursuant to paragraphs (a) through (d) of clause CC 2.9.1 hereof, reimbursement of any reasonable cost incident to the prompt and orderly termination of the contract including the cost of the return travel of the consultants personnel and their eligible dependents.

3. OBLIGATIONS OF THE CONSULTANTS:

3.1. General.

3.1.1. Standard of Performance

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

3.2 Conflict of Interests

3.2.1 Consultant not to be benefited from the Commissions, Discounts, etc.

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

3.2.2 Prohibition of conflicting activities.

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

3.3 Confidentiality:

The consultants, their sub-consultants and the personnel of either of them shall not either during the term or after the expiration of this contract disclose any property or confidential information relating to the project the services this contract or the employers business or operations without the prior written consent of the employer.

3.4 Liability of the Consultants

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

3.5 Insurance to be taken by the Consultants

The consultants (i) shall take out and maintain and shall cause any sub-consultants to take out and maintain at their (or the sub consultants as the case may be) own cost but own terms and conditions approved by the employer insurance against the risks and for the coverage as under the Applicable Law and (ii) at employer's request shall provide evidence to the employer showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.6 Consultants Actions Requiring Employer's Prior Approval

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

3.7. Reporting Obligations

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

3.8. Documents prepared by the consultants to the property of the employer.

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

3.9 Equipment and materials furnished by the employer/Software also.

Equipment and materials and all relate software copies made available to the consultants by the employer or purchased by the consultants with funds provided by the employer. Shall be the

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

4. CONSULTANTS PERSONNEL:

4.1 General

The consultant shall employ and provide such qualified experts and experienced personnel's as are required to carry out the services.

4.2 Description of Personnel

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

4.3 Approval of Personnel

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

4.4 Removal and / or Replacement of Personnel

- a. Except as the employer may otherwise agree no charges shall be made in the Key personnel. If any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the personnel, the consultants shall forthwith provide as a replacement a person of equal or better qualification.
- b. If the employer (i) finds that any of the personnel has committed serious misconduct has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the personnel Then the consultants shall at the employer's written request specifying the grounds therefore forthwith provide as a replacement a person with qualification and experience acceptable to the employer.
- c. Any of the personnel provided as a replacement under Clauses (a) and (b) above, the rate of remuneration applicable to such person as well as any reimbursable expenditure (including expenditures due to the eligible number of dependents) the consultants have to bear the cost as a result of such replacement shall be subject to the prior written approval by the employer. In any case (i) the consultant shall have to bear all additional

travel and other costs arising out of or incidental to any removal and/ or replacement, and (ii) remuneration to be paid for any of the personnel provided as a replacement.

4.5 Resident Project Manager

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

5. OBLIGATIONS OF THE EMPLOYER:

5.1 Assistance and Exemptions

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

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

5.2 Access to Land

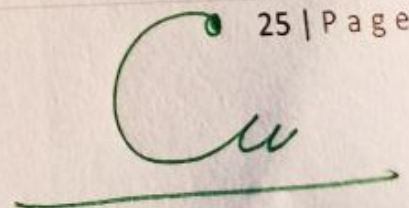
The Employer warrants that the Consultants shall have free of charge unimpeded access to all land in the Keonjhargarh Area, in respect of which access required for the performance of the services. The consultants will be responsible for any damage caused by negligence of the consultants or any sub- consultants or the personnel of either of them to such land or any property there on from such access.

5.3 Change in the Applicable Law

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

5.4 Payment

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



6. PAYMENTS TO THE CONSULTANTS

6.1 Cost Estimate

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

6.2 Mode of billing and Payment

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

- a. All payments shall be made after the approval of reports by the employer.
- b. The Employer shall cause the payment to the consultants periodically as given in the schedule of payment within thirty (30) days after the receipt of bills by the Employer with supporting documents.
- c. The final Payment shall be made only after the final report and a final statement, identified as such shall have been submitted by the consultants and approved by the Employer. The services shall be deemed completed and finally accepted by the Employer as satisfactory ninety (90) calendar days after the receipt of the final report and the final statement by the Employer within such ninety (90) days period gives return notice to the consultants specifying detailed deficiencies in the services, the final report or final statement. The consultants shall thereupon promptly make any necessary corrections and upon completion of such corrections the foregoing process shall be repeated any amount which the Employer has paid or caused to be paid in accordance with the provisions of this contract shall be reimbursed by the Consultants to the employer within thirty (30) days after the receipt by the Consultants of notice thereof. Any such claim by the employer for reimbursement must be made within twelve (12) calendar months after receipt by the Employer of a final report and a final statement approved by the employer accordance with the above.
- d. At the time of making each payment to the Consultant, a deduction towards security deposit @ 5% of the amount payable against each bill shall be made by the paying authority.
- e. On satisfactory completion of this contract the paying authority shall on demand, refund the EMD & security deposit provided it is satisfied that there are no demands outstanding against the Consultant and the work is complete in full and final shape to the satisfaction of the Employer.

7. FAIRNESS AND GOOD FAITH

7.1 Good Faith

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

7.2 Operation of the Contract

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

8. **DELAY IN PROGRESS OF WORK- LIQUIDATES DAMAGES:**

Should the Consultant fails to complete the work or unable to show the progress as per the execution schedule the Consultant shall pay to the Employer as fixed and agreed liquidate damages and not as penalty, the sum shown herein below for every day delay.

Rupees 500.00 (Rupees Five hundred only) per day per each one lakh balance outstanding service in that stage subject to a maximum of 10% of the contract value.

9. **SETTLEMENT OF DISPUTES:**

9.1 Amicable settlement

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

9.2 Dispute settlement

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

SECTION-IV

TERMS OF REFERENCE (TOR)

A. GENERAL

1. INTRODUCTION

Keonjhargarh is a city of Odisha State in eastern India and is the District Headquarter of Keonjhar District. According to legend, the city derives its name from the Goddess Maa Tarini and God Baladevjew Temple. Keonjhar city is located at 21.5151 North and 85.6876 East. The geographical area of the city is about 30 square kilometers latest development and growth the city prone to water logging and acute drainage congestion during rains. The city being located in the mountainous areas is often subjected heavy to very heavy rainfall. The city is thickly habitated and the unplanned development in the past has made the city vulnerable towards water logging in certain areas. Flood and drainage problems are a day to day affair during rainy season in the city. Few parts of the city gets submerged during rainy season and it takes hours and even days together for passage of the accumulated flood water from the locality. Rainfall of as high as -----mm has been observed in the past.

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

Keonjhargarh Municipality is an urban local body with the responsibility of providing basic civic services like roads, water supply, sewerage, health, sanitation and storm water disposal etc .within its 21 wards.

In support of the Invitation for the EOI (Offer), the Keonjhargarh Municipality issues this Bidding Document for the preparation of comprehensive Drainage Master Plan along with DPR with complete Technical data, design, drawing, estimates with specification etc and Related services incidental there to as specified in schedule of Services (SS), The name and identification of the Competitive Bidding (ICB) are provided in the BD's.

2. Objectives:

The main objectives of the present work are:

Top prepare a Detailed Project Report for implementation of comprehensive storm water urban drainage system at Keonjhargarh consisting of the Municipality area & fringed areas. The entire study will have an integrated approach to urban Watershed Management.

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

3. Scope of Services:

The study area is about 50.00SqKms. The scope of services to be rendered is as follows:

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

The DPRs shall include the following:

- Detailed survey of the drains and their flood plain areas.
- Review of existing conditions including incorporation of present Drainage works in progress by other agencies like Drainage Division, Keonjhargarh of Department of Water Resources, PWD etc.
- Deficiency analysis from hydraulic and structural point of view.
- Enlisting of obstructions, bottlenecks and encroachments
- Rehabilitation Plan
- Socio-Environmental impact analysis
- Estimation of flood discharge and Hydraulic design. Estimation and finalizing the Design Discharge of the individual drains.
- Preparation of Longitudinal Section (LS) and Cross Sections (CS)
- Soil investigation
- Structural design of drain cross-section depending on the availability of land.
- Detailed estimates with rate analysis based on current SR
- Preparation of detailed drawings

- Construction programme to complete the execution within 3 years
 - Ground water recharging study & its effect
 - Preparation of land schedule and land plan for acquisition of private, Govt. and forest lands to develop the network.
 - The DPR should be prepared as per standard guidelines & norms stipulated by Housing and Urban Development Department, Government of Odisha.
4. Review of existing situation and Estimate Flows:
- i. Reviews of existing maps, conduct studies and other related documentation to obtain a better understanding of the drainage system prior to the start of field work. The consultant will search for and obtain maps and records of related past studies at his own cost & risk.
 - ii. Estimate both existing and future dry-weather, flood run off and storm water drainage flows even at the time of unusual & un-precedented rainfall intensities in various catchments. Care should be taken in using the rational method that drain sizes are not too large. Return periods also need to be carefully considered to ensure economic drain sizes. If required. Model studies may be conducted to ensure economic drain sizes. If required model studies may be conducted to ensure easy & smooth discharge of flood/storm water before finalization of the drainage system.
 - iii. Identify all the storm water drainage issues including severity and location of inundation. Location of drains and out falls, study of disposal at outfall points, critical outfalls including irrigation tanks, canals, system, rivers water supply sources etc. pollution and other environmental issues, and identify any gaps in the existing drainage system additionally, identify physical constraints to drainage i.e. encroachments into drainage channel solid waste dumping natural and human made obstructions including pipe culvert and low level causeways, road and rail over bridges flyovers, canals, permanent ways, etc.
 - iv. Examine the existing drainage regime and assess its capacity to accommodate storm flows. This will also involve assessing the capacity and usefulness of the various drains in the city constructed by the Municipality and other agencies. Converting the discussed irrigation channels and surplus courses of irrigation tanks into storm water drains need to be examined in consultation with water resources and other engineering Departments, The impacts of growth and interventions on the drainage system should be assessed along with possible future land use to assess the drainage regime design parameters, particularly infiltration factors and drain sizes.
 - v. Produce city plans of the existing drainage situation and drainage flow estimates in and around the Municipality area denoting catchments basins (including the areas outside municipality boundary) drainage structures and features (including kutchha) and other items described above.
 - vi. Separate comprehensive plans & estimates to be framed for each Drainage System comprising of Primary/main Drain with its Secondary and tertiary drains. An integrated

- approach should be adopted to prepare and the Drainage Master Plan for City in a holistic manner considering all of the above.
- vii. Present practice of operation and maintenance including type of tools and equipment available should be analyzed and suitable design for alternative tools suggested if necessary.
 - viii. Identification of spots along the storm water drain for treatment facility creation of water bodies/lakes for recharging of ground water improving the environment and creation of water recreation Centre. Possibility of integrating the drain with the nearby Govt. ponds should also be studied.

4.1.1 Establish Design Principles, Conduct Necessary Survey Studies & Prepare Options.

Using Key design principles (below) develop options for flood and storm water drainage with outline costs and the most feasible options selected.

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

- a) Reducing capital and recurrent costs such as using existing drains to the greatest extent possible for no retention of water at all or use roads as short time retention area.
- b) Preventing encroachments on drains.
- c) Priority in flood prevention should be first-habitable and business area second-roads and third-open areas (Conversely, drains fill flood first to open area second roads third and flooding of habitable and business are should be totally avoided).
- d) Integrating drains with roads and other development plans
- e) Development of time rainfall intensity frequency curve with the historical data available for at least 40-50 years Proven Computer model shall be used for hydrology analysis.
- f) Routing of major drains shall be compatible with the land available and the cost of acquiring land shall be considered (major drains routing may be proposed away from densely populated commercial areas as far as possible)
- g) Avoid any pumping requirements and regular maintenance operational costs while addressing the main drainage concerns.
- h) Necessary detailed surveys shall be done by the Consultant for the municipal area of approximately 50 Square kilometers. Longitudinal sections at 25 metre interval cross section levels at every 3 metres including the obligatory points are to be taken and mapped where ground undulation varies sharply levels are to be taken & plotted at closer intervals so as to demarcate the ground profile clearly. Junction levels double check bench marks where needed establishment of Bench Marks with concrete pedestals and



superimposing them on the contour map for the extended area also to be prepared by the Consultant with an interval of 0.20 meter contour. The TBMs shall be approximately one per one SqKm to be located at important junctions and on permanent structures and such other land marks & well documented in an exclusive register. All the documentation will become the property of the Keonjharh Municipality/ Govt. of Orissa and the consultant have over to the employer both in hard copy & soft copy form.

- i) Prepare plans showing the existing regime and all the above features to a suitable scale.
- j) Prepare micro level storm water network plan integrating with the major storm water drains.

4.3 Select options, priorities and cost interventions.

From the various options developed, cost will be an important factor in selecting the most viable option.

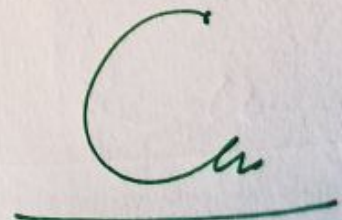
- a) Outline costs for all the drains with phasing of works
- b) Develop comprehensive and integrated drainage plans for the Keonjharh Municipality detailing the selected options and how they integrate into the overall city drainage plan.
- c) Conduct interactions with the Municipality/ Water Resources Engineer/ special Planning Authority (SPA) Keonjharh and other during the study through power point presentation.

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

Minimum requirements and concepts:

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

- Catchment boundaries and sub-boundaries for each drain shall be identified. The study shall encompass the whole catchment, watershed identified and the drainage system including any area beyond the municipal boundary if happens be within the catchment, survey of



existing drainage network and data relating to Water logging surface and sub-soil conditions, groundwater levels, tanks spillways storm water retention structures, pumping, etc survey shall include levels at maximum 25 metre intervals longitudinally and at high and low points converging all obligatory points along the proposed drains top and invert levels and sections of existing secondary or tertiary drain joining the proposed drains.

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

Outcomes and deliverables

By the completion of this task Keonjhargarh Municipality shall have.

- An accurate assessment and understanding of the Municipal Storm water drainage system as well as water bodies like ponds and lakes etc.
- A complete and comprehensive storm water drainage master plan with DPR with the study report for the entire Keonjhargarh Municipal area up to design period showing complete details like drain size, material, slope, depth, invert levels, and all hydraulic details.
- Contour map indicating 0.20 metre contour interval with junction levels, Bench marks covering the Municipal area @ one per sqkm at suitable locations.
- Intensity duration curves and run off coefficients.
- Flow charts preliminary designs, drawings and detailed cost estimates for drainage works until final disposal for the entire drainage.
- The detail land plan and land schedule required for the project Private Government and Forest Land.
- Implementation plan with phasing of works and standard type designs and plans.
- Short and long term drainage strategy.
- Increased awareness of staffs towards drainage issues
- Institution, financial IRR EIA etc as per standard guidelines.

- The DPR for the work should be prepared and submitted separately for each primary drain with its secondary and Tertiary Drains in a holistic manner with detail Planning Design Drawing and cost estimate at the prevailing Schedule of Rates of Government of Odisha.

5. EXPERTISE AND INPUTS

5.1. Expertise

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

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

Persons and task	Minimum Academic Qualifications	No.	Minimum Work Experience
1	2	3	4
Civil Engineer (Team Leader)	Post graduate engineer with specialization in Hydrology Urban storm Water Drainage	1	15 years relevant experience in similar field
Environmental Engineer	Post graduate engineer with specialization in Environmental Engineering	1	10 years relevant experience
Water Resources Hydrology Engineering	Post graduate engineer with specialization in Water Resources Hydrology	1	5 years relevant experience
Social Science Expert	Community development specialist with planning skills and some training background	1	5 years relevant experience
O&M Engineer	O&m Engineer having experience in maintenance of Drainage systems and Sewerage Systems with adequate exposure in ULBs	1	5 years relevant experience
Resident Project Manager	Post graduate in Civil engineering for day-to-day interaction with Employer and coordination	1	5 years relevant experience
Senior Surveyor	Graduate in Civil Engineering	1	10 years relevant experience

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

5.2 INPUTS

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

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

5.3 Data & Information required.

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

Capacity building

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

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

6. Final Outputs and submittals

6.1 Format

- All final output are to be submitted in both hard and soft copies.

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

6.2. Submittals

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

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

7. Duration and Execution Schedule

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

Sl. No.	Activity / Report	Time from the Previous Activity
1	Submission of inception Report (5 copies)	One month
2	Submission of Preliminary Report (5 copies)	One month

3	Submission of Draft DPR Report (Hard copies)	Two months
4	Submission of Final DPR Report (5 Hard copies + 1CD Media/Pen drive)	One month
5	Submission of Detailed Project Report for all major / prioritized Drains (5 Hard copies + 1CD Media/Pen drive)	15 days
6	Submission of Tender Documents (5 Hard copies + 1CD media/Pen drive)	15days

The Project being quite intensive in terms of the number of activities vis-à-vis the time schedule, it is expected that timely reviews and comments be forwarded to the Consultant for preventing delays and to ensure smooth work progress.

8. Schedule of Payment

I. Preparation of Master Plan for storm Water Drainage for the entire city.

The professional charges payable to the consultants will be the quoted Rate in Indian Rupees per Square Kilometre area. The approximate area of Keonjhargarh Municipality is 50.00 square kilometer. The Professional charges so calculated will be released in the stage mentioned below.

Sl. No.	Activity / Report	Payment Schedule
1	Approval of Inception Report (5 copies)	10%
2	Approval of Preliminary Report (5 copies)	30%
3	Approval of Draft Master Plan report (5 Hard copies)	30%
4	Approval of Final Master Plan report (5 Hard copies) + ICD Media/Pen Drive	30%

II. Preparation of DPRs for individual Drains.

The professional charges payable to the consultants will be the quoted Rate in Indian Rupees for the total city area of 50.00 square kilometers irrespective of drain section. The professional charges so calculated will be released in the stages mentioned below.

5	Approval of Detailed Project Reports by the competent authority for all major Drains with its secondary and tertiary drains as a system in a holistic manner and water bodies / lakes (5 Hard copies + 1CD media / Pen Drive)	80%
6	Approval of Tender Documents (5 Hard copies + 1CD Media/Pen Drive)	20%

9. Local Office

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

10. All the queries raised by the Keonjhargarh municipality/department of Housing and Urban Development, Odisha/ Department of Water resources, Odisha during the scrutiny of DPRs shall be attended by the Consultants forthwith. If needed, the

Team leader/ Resident Project manager must attend officer of the Keonjharh Municipality/ Department of Housing and Urban Development, Odisha/ Department of Water Resources, Odisha/ Special Planning authority, Kikonjharh/ all other related offices at their own cost.

11. Evaluation of Technical Proposals:

11.1 The evaluation committee shall evaluate the Technical proposals on the basis of their responsiveness to the terms of Reference, applying the evaluation criteria and point system specified in the Data sheet. Each responsive proposal will be given a technical score (St.).

11.1.1 A proposal shall be rejected at this stage if it does not respond to important aspects of the EOI and particularly the Term of Reference or if it fails to achieve the minimum technical score indicated in the Data sheet.

11.1.2 After the technical evaluation is completed the Executive Officer, Keonjharh Municipality shall inform in writing the Consultants who have submitted Technical proposals and who have secured the minimum qualifying marks. The consultants shall have to present their proposal to the Evaluation committee at 11.00 hrs on Dated.21.12.2022 in the Conference Hall Keonjharh Municipality, Keonjhar. There after the date for opening of Financial Bids shall be intimated to the qualified bidder in writing Consultants attendance at the opening of financial proposals is optional.

11.1.3 Financial proposals shall be opened publicly in the presence of the Consultants representatives who choose to attend. The name of the consultants and the technical scores of the consultants shall be read aloud. The financial proposal of the consultants who scored the minimum qualifying mark in technical evaluation will then be examined to confirm that they are sealed and unopened These Financial proposals shall be then opened and the total prices read aloud and recorded.

11.1.4 The Evaluation committee will correct any computational errors. When correcting computational errors in case of discrepancy between a partial amount and the total amount or between word and figures the formers will prevail.

11.1.5 The formula for determining the final scores is the following the financial proposals (F) shall be the arithmetic sum of total Costs, as indicated in price Bid $Sf=100 \times Fm/F$, in which Sf is the financial score, Fm is the lowest price and F the price if the proposal under consideration.

11.2 Quality and cost Based Selection

11.2.1 In case of QCBS, the lowest evaluation financial proposal (Fm) will be given the maximum financial scoring (Sf) and the other financial proposals will be computed as indicated in the data sheet. Proposal will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T=the weight given to the Technical Proposals, P=the weight given to the Financial Proposals, $T+P=1$) indicated in the Data sheet: $S = St \times T\% + Sf \times P\%$. The Firm/ Consultants

achieving the highest combined technical and financial score will be invited for negotiations. The weightage given to the Technical & Financial Proposals are
 Technical = 0.70 (T)
 Financial = 0.30 (P)

12. Negotiations

Technical Negotiations: Negotiations will be held for further improvement on the Technical proposal the proposed technical approach and methodology work plan, and organization and staffing and suggestions if any made by the Consultant. The Employer and the Consultants will finalize the Terms of Reference staffing schedule work schedule logistics and reporting. These documents will then be incorporated in the contract as "Description of Services" Special attention will be paid to clearly defining the inputs required from the Employer to ensure satisfactory implementation of the assignment. The Employer shall prepare minutes of negotiations which will be signed by the Employer and the Consultants.

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

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

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

14. The formula for determining the financial scores is the following:
The financial proposal (F) shall be the arithmetic sum of Total Costs, as indicated in Price Bid (P)
 $S_f = 100 \times F_m / F$, in which S_f is the financial score, F_m is the lowest price and F the price of the proposal under consideration.
The weights to be the Technical and Financial proposals are: T = 0.70, P = 0.30
15. The Consultants have to present their proposal to the Evaluation committee on Dated.21.12.2022 at 11.00 hrs in the Conference Hall of Keonjhargarh Municipality.
16. The date of opening of financial proposal shall be intimated to the qualified bidders separately after the technical evaluation is over.
17. Study Administration

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

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

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

SECTION-V

SCHEDULES OF SUPPLEMENTARY INFORMATION

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

Schedule B - Bank Guarantee for EMD

Schedule C - Income Tax PAN No.

Schedule C1 - GST Registration Certificate/No

Schedule D - Project Experience Record

Schedule E - Activity Schedule

- Schedule F - Similar Project Experience record
- Schedule G - Bio-data of Technical Personnel for the work
- Schedule H - Record of arbitration and Litigation
- Schedule I - History of criminal cases
- Schedule J - General Power of attorney affidavit
- Schedule K - Joint Venture Agreement
- Schedule L - Affidavit

Consultant shall enclose the above documents/ information in the prescribed form enclosed in SECTION VII-Forms.

SECTION – VI – ADDENDA

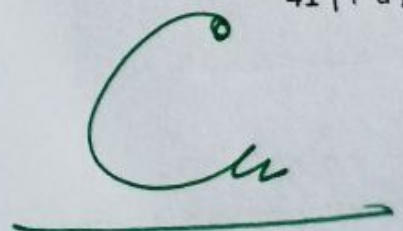
Issued (if any)

(Consultant shall enter the particulars of addenda issued by the Employer and enclose the addenda to the tender in sealed cover 'A' at the time of submitting the Tender.

S.No.
employer

Date of Issue by the

Format of requirement to be issued later on



SECTION-VII
FORMS
LETTER OF ACCEPTANCE

From:

To

Sub: Tender for the
work.....

Ref: Your Tender for the above work
.....

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

You are hereby informed that the referenced Tender is accepted.

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

The Contract will be governed by the Conditions of Contract as set out in the Tender
Documents subject to modifications accepted by the Executive Officer, Keonjhar
Municipality.

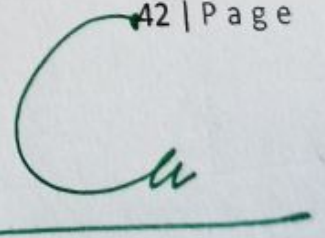
Please return this copy duly accepted and signed.

Yours sincerely,

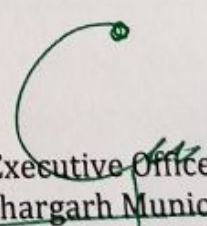
(Signature)

Accepted

.....
Signature, Name & Designation
Seal of Firm / Consultant



SCHEDULE-A
JOINT VENTURE AGREEMENT


Executive Officer
Keonjhargarh Municipality

30 / 11 / 2022

SCHEDULE-B

FORM OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

Whereas ----- (Name if the firm) (hereinafter called "CONSULTANT) wish to participate in Tender Notice No-----, dated----- of Executive Officer, Keonjhargarh Municipality (herein after called the EO) for (Name of the work-----)

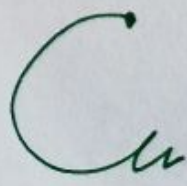
AND WHEREAS in terms of the tender conditions the Consultant is required to furnish to the Executive Officer, Keonjhargarh Municipality a Bank Guarantee for a sum of Rs.----- (Rupees -----) only as earnest money against the Consultants offer aforesaid.

And whereas we,----- bank ----- branch have at the request of the consultant agreed to give to the GVMC this guarantee as herein after contained.

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

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

The Guarantee herein contained shall not be determined or affected by the liquidation or winding up or dissolution or change of construction or insolvency of the



said Consultant but shall in all respects and for all purposes be binding and operative unit payment of all money's due to the Executive Officer, Keonjhargarh Municipality in respect of such liability under the guarantee is restricted by Rs----- (Rupees -----) only. Our guarantee shall remain in force until -----. We shall be relieved and discharged from all our liability hereunder.

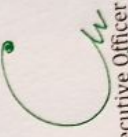
We, the ----- undertake not to revoke this guarantee during its pending / currency except with the previous consent of the Executive Officer, Keonjhargarh Municipality in writing.


Executive Officer
Keonjhargarh Municipality

30 | 11 | 2022

SCHEDULE-C

INCOME TAX PAN NUMBER AND DETAILS OF CLEARANCE


Executive Officer
Keonjhar Municipal
30/11/2022

SCHEDULE-C1
GST REGISTRATION NUMBER AND DETAILS OF CLEARANCE


Executive Officer
Keonjhargarh Municipality
30/11/2022

SCHEDULE-D
PROJECT EXPERIENCE RECORD

Sl No	Name of work	Employer	City area/ population	Project cost	Date of commencement	Date of completion


Executive Officer
Keonjhar Municipal Corporation
30 / 4 / 2022

SCHEDULE-E
PROGRAMME OF WORK (Activity Schedule)

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

Name: :-----
Signature :-----
Date :-----
(Designation :-----


Executive Officer
Keonjhargarh Municipality
30 / 11 / 2022

SCHEDULE-F
SIMILAR PROJECT EXPERIENCE RECORD

Sl No	Name of work	Employer	City area/ population	Project cost	Date of commencement	Date of completion
----------	--------------------	----------	--------------------------	-----------------	-------------------------	-----------------------


Executive Officer
Keonjargarh Municipality
30 / 11 / 2022

SCHEDULE-G

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

- a) SI No :
b) Name :
c) Designation :
d) Qualifications :

e) Duration of employment with consultant:

f) Years of professional experience:

g) Experience on works of similar nature during employment with
consultant and previous employment ,if any.

h) Position & Responsibility for the present work.


Executive Officer
Keonjhargarh Municipality
30 / 11 / 2022

FORMAT FOR CURRICULUM VITAE

- 1) Name of person/ organization :
- 2) Permanent Address :
- 3) Educational Qualification :
- 4) Professional Qualification :
- 5) Past Experience :
- 6) Specialization if any :
- 7) Out-standing activities performed earlier


Executive Officer
Keonjhargarh Municipality
30 / 11 / 2022

SCHEDULE-H
RECORD OF ARBITRATION & LITIGATION

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

Sl No	Project Identification and Location	Name & Address of Employer with contact No	Nature of Dispute					
			Description	Arbit & litigants	Period from-to	Amount claimed(lakh)	Result	In favour of employer/ contractor

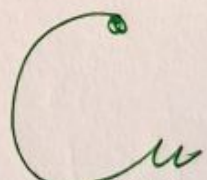
Name:

Date:

Signature:

Designation:

Seal of company


 Executive Officer
 Keonjharhargh Municipality
 30/11/2022

SCHEDULE-I
HISTORY OF CRIMINAL CASES

Sl No	Name of police station	Town or village and District	FIR No & Date	Details of the charges	Stage of the case/ Result

Name:

Date:

Signature:

Designation:

Seal of company


Executive Officer
Keonjharh Municipality

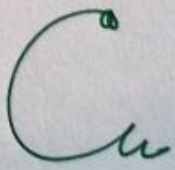
30 / 11 / 2022

SCHEDULE-J

GENERAL POWER OF ATTORNEY AFFIDAVIT

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

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



recognized financial institutions such as Banks, Odisha State Financial Corporation, Industrial Development corporation etc, and upon such terms as the said attorney may think fit.

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

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

In witness where of I/we the said partners has hereto signed at ----- on this the -----.

WITNESSES:

Name of partner

Signatures

1.

1.

1.

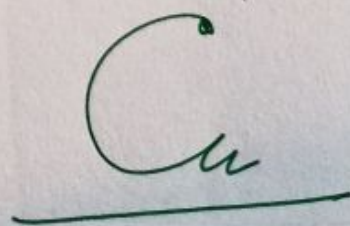
2.

2.

3.

3.

Date:



SCHEDULE-K

JOINT VENTURE AGREEMENT (Format)

The Joint Venture Agreement made at..... in
this day ofth20.....

1. M/s..... a registered
company partnership firm having its registered office at
.....represented by
its..... Hereinafter called and referred as the party of the first party.

2. M/s..... a registered
company partnership firm having its registered office at
.....represented by
its..... Hereinafter called and referred as the party of the second party.

3. M/s..... a registered
company partnership firm having its registered office at
.....represented by
its..... Hereinafter called and referred as the party of the Third party.

4.....

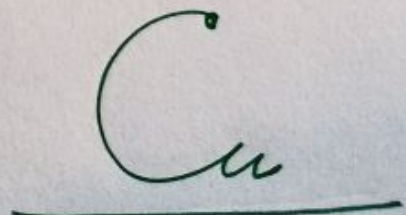
5.....

WHEREAS the party of the First Part is a Partnership Firm

WHEREAS the party of the First Part is a Partnership Firm

AND

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



WHEREAS the parties, hereto have associated themselves into a Joint Venture for the purpose of preparing and submitting Pre-qualification / Post-qualification / Tender for and successfully executing the work of

For which Tenders have been invited by the Executive Officer, Keonjharh Municipality vide Tender Notice No. dated

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

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

1. Definitions:

In this agreement the following expression shall have the following meaning

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

Joint Venture - shall mean all the parties to this agreement acting jointly and / or severally to execute the "Work".

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

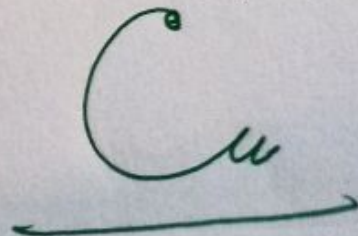
THEWORKS -shall mean the works as described in the Schedule hereunder written and any sanctioned variations there to.

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

THE EMPLOYER – shall means, the Executive Officer, Keonjharh Municipality, Keonjharh for the work as per contract

2. Preparation & Submission of Tender:

The parties of the Joint Venture (JV) shall jointly prepare and submit the pre-qualifications / Post-qualification / tender documents in the name of the joint Venture which shall be in such form and shall contain such items and conditions as the employer shall require. After its preparation and submission as afore said, the joint



venture shall be jointly and severally bound by the provision of the Tender or Tenders and none of the party of the Joint Venture can vary or seek to vary the same without previous written consent of the other.

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

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

3. The Acceptance of tender:

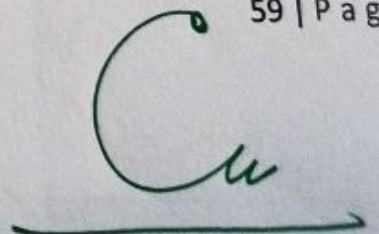
If the employer accepts the Tender it shall be joint binding on the Joint Venture. In the event, the Leader of the Joint Venture shall for an on behalf of the Joint Venture enter into a contract in consultation with the parties herein with the employer to execute the works and the members of the joint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

4. Participation:

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

Name of the Company **Physical & Financial Distribution of Work**

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



5. Execution and control of Work:

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

6. Working capital and Banking Accounts:

As soon as necessary after acceptance of the Tender, the Leader of the Jointing Venture shall open a separate Bank Account with the concurrence of the parties with such bankers and at such places. The members of the Joint venture shall contribute such sums commensurate to their value of works to the said accounts as required for proper performance of the contract. The said Banking Accounts shall be operated in accordance with the instructions of the Supervisory board.

7. Assignment:

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

8. Law:

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

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

SIGNED AND DELIVERED BY

1.

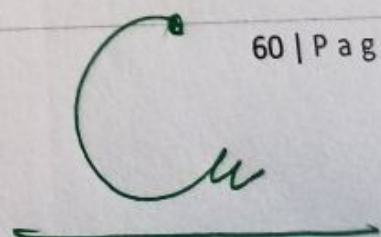
2.

3.

4.

5.

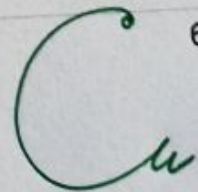
Witness:



SCHEDULE-L

AFFIDAVIT

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



(Add if the addenda issued are more than 3)

7. Further I/We _____ certify that no near
relatives (as _____ defined in It 3.3 (e) are working in the
Keonjhargarh Municipality.

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

Dated this _____ day of
_____, 20____.

Signature _____ In the capacity of
_____. Duly authorized to sign the

Tender for and on behalf of

(Block Capitals)

Signature of Witness:

Name of Witness:

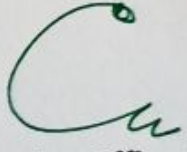
Address of Witness:



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

**PREPARATION OF
COMPREHENSIVE DRAINAGE MASTER PLAN AND
DETAILED PROJECT REPORT FOR STORM WATER DRAINAGE
SYSTEM OF KEONJHARGARH MUNICIPALITY AREA**

**TENDER DOCUMENT
PART-II- PRICE BID**



Executive Officer
Keonjharh Municipality
30/11/2022

CONTENTS

- A. Tender document Part-II
(Price Bid)



(To be submitted in separate cover)

TENDER DOCUMENT-Part II

(Price Bid)

PAGE-I OF THE TENDER DOCUMENT-PART II (PRICE BID) IS TO BE SUBMITTED AS FOLLOWS

From,
(Name of Consultant
With full Address)

To,
The Executive Officer,
Keonjhargarh Municipality
Keonjhar-758001, Orissa.

Sub: Consultancy services for "Preparation of Comprehensive Drainage Master Plan & Detailed Project Report for storm Water Drainage System of Keonjhargarh Municipal area-Financial Proposal regarding.

Ref: EOI- Identification No.

Sir/Madam,

I/We

Consultant/Consortium Firms are willing to offer our Consultancy

Services for the above mentioned work at the following rates.

Sl. No.	Item	Unit	Rate (Rs.) for whole assignment	
			In Figure	In Words
1.	Preparation of Comprehensive Drainage Master Plan along with DPR for Storm Water Drainage System of Keonjhargarh Municipality Area in conformity with the provisions of detailed scope of work of the tender documents. (Covering total projected municipal area of approximately 50.00 sqkm)	Per One Sqkm Municipal area		
2.	Preparation of individual DPR i) For major storm water drains in conformity with the detailed scope of work in the tender document (Covering total projected municipal area of approximately 50.00 sqkm) ii) For storm water drainage network including secondary tertiary & street drains in and around municipal area except major drains in conformity with detailed scope of work of tender documents.	For total Municipal area		
Total				

I /We agreed to keep the offer in this tender valid for a period of 120 days as mentioned in the tender notice and not to modify the whole or any part of it for any reason within above period if the tender is withdrawn by me/us for any reasons whatsoever, then the earnest money paid by me/us will be forfeited to the Executive officer, Keonjhargarh Municipality.

The tender rate I inclusive of all expenditures like salaries/remuneration to permanent & contingency staff and their allowances all material cost, machinery cost/rents, computer software cost, consumables cost, all traveling expenses, overheads all taxes charges on expert services, laboratory testing charges etc and all other miscellaneous expenditures complete for the fulfillment of the contract.

I/We also understand that statutory taxes deductible at source will be deducted by the Executive Officer, Keonjhargarh Municipality.

I/We hereby distinctly and expressly, declare and acknowledge that, before the submissions of my/our tender I/We have carefully followed the instructions in the tender notice, conditions of the contract, Terms of Reference (ToR) etc. and distinctly agree that I/We will not hereafter make any claim or demand upon the employer based upon or arising out of any alleged misunderstanding or misconception / or mistake on my/our part of the said requirement covenants, agreements, stipulations, restrictions and conditions.

I/We enclosed to my/our application for tender schedule the EMD in shape of

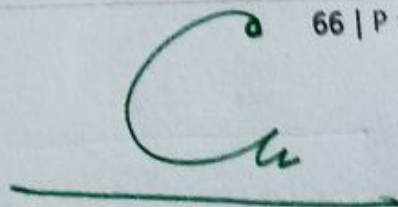
.....dated.....
.....for
Rs.....not
to bear interest.

I/We shall not assign or sublet any portion of the contract except as per the conditions of contract. In case if it became necessary such subletting with the permission of the Executive Officer, Keonjhargarh Municipality shall be limited to (1) Labour contract, (2) Material contract. (3) Transport contract and (4) Engaging specialists for special item of work.

IF MY/OUR tender is not accepted the EMD shall be returned to me/us on application when intimation is sent to me/us of rejection or at the expiration of three months form last date of receipt of this tender, whichever is earlier If my/our tender is accepted the earnest money shall be retained by the Executive Officer, Keonjhargarh Municipality security for the due fulfillment of this contract.

I/WE fully understand that the written agreement to be entered into between me/us and Executive Officer, Keonjhargarh Municipality shall be the foundation of the rights of the both the parties and the contract shall not be deemed to be complete until.

The agreement has first been signed by me /us and then by the Executive Officer, Keonjhargarh Municipality.



I/We will employ the following technical staff for the work under this contract

Name of members of technical staff proposed to be employed with their position and responsibilities	Qualification
1	
2	
3	
4	

DECLARATION OF THE TENDERER

- 1) I/WE certify that I/We have inspected the site of the work before quoting my tender rate.
- 2) O/WE have not been black listed in any department in Orissa/India due to any reasons.
- 3) I/We agree to disqualify me/us for any wrong declaration in respect of eligibility & qualification criteria and to summarily reject my/our tender including blacklisting.

Address of the Tenderer:

Yours faithfully,

Signature _____

Full Name
Address
(Authorized Representative)

Phone No:

Fax No:

