



GOVERNMENT OF ODISHA

**“SELECTION OF AGENCY FOR
PROVIDING ARCHITECTURAL CONSULTANCY SERVICES
OF PROPOSED DEVELOPMENT OF VARIOUS BEACHES IN PURI
DISTRICT ”**

Last Date of Tended Documents: 07/05/2021

*Divisional Forest Officer,
Puri Wildlife Division,
Chakratirtha Road,
Puri-752002, Odisha*

PROJECT INFORMATION AND GENERAL CONDITION OF CONTRACT

PROJECT INFORMATION

1. Introduction

The DFO, Puri (WL) Division,, on behalf of Government of Odisha invites sealed Proposal from intending architectural firms for providing Architectural Consultancy services for some developmental works under this Office.

2. The Bid Objective

The main objective of the selection process is to shortlist a firm (the top highest ranked bidders i.e., B1 after evaluation of technical and financial proposals) and engage their services for a period to develop works at Puri. The proposals shall be evaluated through Quality cum Cost Based Selection mode with weighted average of 70:30 for technical and financial proposals respectively. Top combined scorer shall be shortlisted. B1 shall be awarded with projects in phases.

3. Broad scope of services

- ✓ Site Appraisal and Suitability.
- ✓ Site Planning.
- ✓ Landform and Grading.
- ✓ Surface Drainage Design and Water Management.
- ✓ Architectural, Structural, Plumbing & Electrical Design considering Fire safety measures, Disaster resistance technology including Earthquake and Cyclonic storms.
- ✓ Open Space Design - hard and soft areas.
- ✓ Plantation Design.
- ✓ Structures and Features.
- ✓ Illumination Design.
- ✓ Graphic Design and Signage.
- Co-ordination of external services.

3. Scope of Work

The selected Firm would be required to provide end-to-end services for the Project. With reference to land under the office/ Govt. proposed design will be as per the guidelines issued by

the competent authority. The detailed scope of services, which inter alia includes but not limited to, are as follows.

Stage 1: Conceptual Design

- ✓ To carry out site analysis and furnish a site appraisal report with regard to the potential of the site vis-à-vis activities in consultation with The Divisional Forest Officer, Puri (WL) Division,.
- ✓ Furnish preliminary scheme for site planning
- ✓ Prepare conceptual design with reference to requirements as given by The Divisional Forest Officer, Puri Wildlife Division, Puri, and prepare rough estimate of cost on area basis.

Stage 2: Preliminary Design and Drawings

- ✓ Carry out Modification in the conceptual design considering the suggestions of **The Divisional Forest Officer, Puri Wildlife Division, Puri,**
- ✓ Obtaining consent from **The Divisional Forest Officer, Puri Wildlife Division, Puri,** on the preliminary/ conceptual drawings, along with preliminary cost estimate on area basis.

Stage 3: Drawings for Statutory Approval

- ✓ Preparation of necessary drawings and layout plan for obtaining statutory approvals and assisting **The Divisional Forest Officer, Puri Wildlife Division, Puri,** for obtaining necessary statutory approvals/ clearances from other statutory body/ local authority as applicable.
- ✓ Carry out required due diligence for ensuring compliance of all codes standards and legislation as applicable;

Stage 4: Working Drawings

- ✓ Preparation of required working drawings and details;
- ✓ Preparation of specifications, schedule of quantities and detailed cost estimates;

Stage 5: Tender Deliverables

- ✓ Preparation of Notice Inviting Tender (NIT) including detailed BOQ and Instruction to Bidders;

Stage 6: Construction

Prepare and issue working drawings and details for proper execution of works during construction.

Deliverables

Upon selection of the Firm, the firm would be required to submit the following deliverables to **The Divisional Forest Officer, Puri Wildlife Division, Puri**, from time to time. The lists of deliverables which inter alia includes but not limited to are as follows:

Stage 1: Concept Design

- ✓ Inception Report containing design brief and development parameters
- ✓ Copies of Conceptual Design on the proposed project in the form of Site Layout plan and conceptual floor plans
- ✓ Report on Requirement Analysis & Indicative cost estimate

Stage 2: Preliminary Design and Drawings

- ✓ Copies of Architectural schematic drawing incorporating the changes in the stage 1, and details based on the approved concept plan; based on Soil investigation report and required Survey of the land.
- ✓ Conceptual sketches, study model and preliminary cost estimate

Stage 3: Statutory Approval

- ✓ All necessary designs/ drawings for obtaining required approvals
- ✓ Provide necessary clarifications as compliance requirement for obtaining necessary approvals

Stage 4: Detailed Design Stage

- ✓ Detailed Design Report
- ✓ Working Drawings
- ✓ Detailed Schedule of Quantity
- ✓ Detailed Schedule of Specifications
- ✓ Detailed Structural design

Stage 5: Tender Deliverables

- ✓ Preparation of Notice Inviting Tender (NIT) including detailed BOQ and Instruction to Bidders

Stage 6: Construction

Working Drawings.

- ✓ Site visits to clarify construction issues.

6. Project Milestones

The selected Firm would be required to achieve the following project milestones in time bound manner from the date of issuance of the work order and signing of the agreement. Apart from any exigency from the office of **The Divisional Forest Officer, Puri Wildlife Division, Puri,,** the scheduled time would not be extendable at any point of time.

Stages of Work Duration

- | | |
|-----------|--------------------------|
| ✓ Stage 1 | 2 weeks |
| ✓ Stage 2 | 2 weeks |
| ✓ Stage 3 | 2 weeks |
| ✓ Stage 4 | 4 weeks |
| ✓ stage 5 | 4 weeks |
| ✓ Stage 6 | As per the project plan. |

4. DURATION OF THE PROJECT

The Contract period with the selected firms shall be valid for a period of three years from the date of execution of the contract agreement for the project to be undertaken, however the period may be extended as per the mutual understanding between the Consultant and **The Divisional Forest Officer, Puri Wildlife Division, Puri.**

5. Payment Structure

The Fees shall be paid as per the schedule described below. The payment shall be released within 15 days of submission of stage wise invoice. In case of unsatisfactory performance or inordinate delay of the Firm, **The Divisional Forest Officer, Puri Wildlife Division, Puri** reserves the right to impound a portion of the fees, not exceeding 5% of the fees payable in each stage. The fees shall be inclusive of all other contingency expenses, payment to any third party and profit. It shall be exclusive of applicable Goods & Services Tax.

The fees of the selected Firm would be payable in the following manner:

STAGES OF PAYMENT

ARCHITECTURAL CONSULTANCY SERVICES

<u>Stages</u>	<u>Component to be completed</u>	<u>% of payment</u>
Stage 1	On submitting Conceptual designs drawings and Rough estimate of cost along with the detailed presentation.	20%
Stage 2	On submitting Preliminary designs drawings and Preliminary estimate of cost along with the detailed presentation	20%
Stage 3	On obtaining the required approvals	20%
Stage 4	Upon submission of the required detailed design as Per the scope of services	20%
Stage 5	On virtual completion of work	20%

The fees payable to the selected Firms for Architectural Services shall be computed on the actual cost of works on completion. The payment due at different stages may be computed on the following basis:

At Stage 1: On rough estimate of cost

At Stages 2 to 4 : On preliminary estimate of cost

At Stage 5: Actual total cost with the adjustment on the acquired balance in the previous payment

6. Site Visit & Verification of Information

All the bidders are to submit their proposals in Hard copy along with technical Bid after visiting the Project site and ascertaining for themselves the site conditions, location, surroundings, climate, access to the site, applicable laws and regulations or any other matter considered relevant by them.

7. Signing of Agreement :The selected firm will have to sign Contract Agreement in non-judicial stamp paper of adequate denomination with The Divisional Forest Officer, Puri Wildlife Division, Puri, before Issuance of Letter of Award.

8. Default of service

Deviation and/ or Refusal and/ or non-Performance towards any of the obligations described in the Scope of Services would be treated as default of service of the selected Firms. Upon default of service, The Divisional Forest Officer, Puri Wildlife Division, Puri, would reserve the right to forfeit the Performance Security and the payment outstanding for the said job. In addition, The Divisional Forest Officer, Puri Wildlife Division, Puri, would also have the right to terminate the agreement with the selected firms.

9. Establishment of Office

The selected consultant (if not based in Odisha) shall establish a local office in Odisha prior to the execution of the contract agreement with The Divisional Forest Officer, Puri Wildlife Division, Puri,

10. Eligibility Criteria

To be eligible for financial bid opening, a bidder shall fulfil the following conditions of eligibility. Applicants must read carefully the minimum conditions of eligibility (the "Conditions of Eligibility") provided herein. Proposals of only those Applicants who satisfy the Conditions of Eligibility will be considered for financial bid opening.

GENERAL

- The bidder must have a minimum experience of 15 years in the field of Architecture, and must be an architect/Regd. Architectural firm as per norms of Council of Architects

- The bidder must have completed at least One similar nature of project i.e., Provided consultancy services for Development of Waterbody, Lake-front Development, Beach Development etc. in last 10 years with a project value not less than the
 - One Project of 5.00 Cr. Or.,
 - Two Projects of 3.00 Cr. Or.,
 - Three Projects of 2.00 Cr.

- ✓ The Firm must have One Urban Regional Planner/Urban Designer on Payroll Basis on his firm

- ✓ The Bidder must have empanelled himself/their firm under at least three Govt. Departments/Govt. undertaking bodies
- ✓ Corresponding client Work Order (is not the same as Letter of Intent / Letter of Appointment) / Agreement, Completion Certificate and visual evidence besides any other supporting document for each of the submitted experience credentials should be provided as part of the Technical Proposal.
- ✓ Financial eligibility: The bidder should have an annual average operating turnover of INR 1 crore certified by chartered accountant during last 3 (three) financial years ending 31.03.2021.
- ✓ In the last five financial years the bidder should have successfully maintained and operate at least 2 Nos of similar assignment or continued satisfactory performance of 1 year in ongoing work for any Govt. organization/PSU or reputed private organization in any of the following categories.
 - A. Should not have been involved in any litigation that might compromise the delivery of services as required under this contract.
 - B. Should not have been blacklisted by any government agency or public sector undertaking in India.

NOTE: THE BIDDER IS REQUIRED TO FURNISH ADEQUATE DOCUMENTARY EVIDENCE IN SUPPORT OF COMPLIANCE OF ELIGIBILITY CRITERIA ALONG WITH THE PROPOSAL.

11. Bid Evaluation Criteria

Evaluation of the Technical and Financial proposals will be based on **Quality cum Cost Based Selection(QCBS)** mode with weightage of 70% and 30% for technical and financial proposals, respectively.

- (i) Bids will be checked for responsiveness and eligibility, against eligibility criteria mentioned in Clause 10.

Bids which are found responsive and satisfy the eligibility criteria will be evaluated against the evaluation criteria as table no1 clause no-9. Only of a bid scores more than 60% marks in the technical evaluation(60), its financial bid will be considered to be opened.

i. Table 1: Evaluation Criteria

Sl.no.	Parameters	Maximum Marks
1	<p><u>Turnover - Average annual turnover (three years not before 2018-19):</u></p> <p>Rs.50 lakhs – up to Rs.100 lakh. – 10marks, Rs.100 Lakhs – up to Rs.150 Lakhs. – 15marksRs. 150 Lakhs& above – 20 marks</p>	20
2.	<p><u>Experience in completion of similar projects</u></p> <p>Three Projects – 10 Marks Three to five Projects - 15 Marks More than five Projects - 20 Marks</p>	20
3	<p><u>Experience of working in Odisha (on going or Completed)</u></p> <p>One Projects – 5 Marks One-two projects-7.5 More than two Projects - 10 Marks</p>	10
5.	<p>Technical Presentation Innovation in planning, design and concepts</p>	50
TOTAL		100

a. Technical Score: The total score obtained by the Bidder as per sub-point(2)above shall be the technical score (Ts) of the Bidder. The technical score shall be calculated for Bidders after the presentation and shall be out of 100.

b. Financial Score: The financial bid of the bidder would be opened after the Technical evaluation.

c. Combined and Final Evaluation: Combined score shall be calculated based on Technical and financial scores of the Bidder as per QCBS system .Proposals will finally be ranked according to their combined Score(S) calculated based on technical (Ts) and financial (Fs) scores as follows:

- $S = T_s \times T_w + F_s \times F_w$
- $F_s = (L1/L2) \times 100$ (Where T_w and F_w are weights assigned to Technical proposal and Financial Proposal as 0.7 and 0.3 respectively)

ii. **Selection of Bidder:**

The Bidder securing the highest combined score would be the Selected Bidder. The Second and third Ranked Bidder shall be kept in reserve and may be invited for negotiations in case the first ranked Applicant withdraws, or fails to comply with the requirements specified in the RFP document.

12. Number of Proposals

A bidder is eligible to submit only one proposal for this project.

13. Tender Document Fee

Non-refundable Tender Document cost in shape of Demand Draft from any scheduled commercial bank in favor of **The Divisional Forest Officer, Puri Wildlife Division, Puri payable at Puri for INR 10,000/- (Rupees Ten Thousand Only)** is to be furnished by the bidder along with the Technical Bid. Bid without the requisite tender Document cost shall be treated as non-responsive and rejected. The mentioned Tender cost is inclusive of the GST of 18%.

14. Earnest Money Deposit (EMD)/ Bid Security Declaration

The bidder has to deposit the Bid Security Declaration form written in the letter pad.(Annexure VII)

15. Validity of Bid

Proposal shall remain valid for 180 days from the last date of submission of Proposal. A Proposal valid for a shorter period shall be rejected as non-responsive.

16. Currencies of Bid and Payment

The prices shall be quoted by the bidder entirely in Indian Rupees only. Valuation of work, billing and payments will also be in Indian Rupees.

17. Disputes

All legal disputes are subject to the jurisdiction of Courts in Odisha only.

18. Addendum / Corrigendum / Notice

Any Addendum / Corrigendum / Notice etc. for this assignment issued by the Authority will be hosted only on the website https://puri.nic.in/notice_category/tenders/

19. Acknowledgement by Bidder

It shall be deemed that by submitting the Proposal, the firm has:

- a) Made a complete and careful examination of the project concept, general condition of contract, submission formalities and evaluation mechanism.
- b) Received all relevant information requested from The Divisional Forest Officer, Puri Wildlife Division, Puri,.
- c) Acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in this invitation document or furnished by or on behalf of The Divisional Forest Officer, Puri Wildlife Division, Puri,.
- d) satisfied itself about all matters, things and information necessary and required for submitting the proposal and performance of all of its obligations there under;
- e) acknowledged that it does not have a conflict of interest with any of the other Firm; and
- f) Agreed to be bound by the undertaking provided by it under and in terms hereof.

The Divisional Forest Officer, Puri Wildlife Division, Puri, shall not be liable for any omission, mistake or error on the part of the firm in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to this invitation document or the selection process, including any error or mistake therein or in any information or data given by The Divisional Forest Officer, Puri Wildlife Division, Puri,.

20. Right to reject any or all Proposals

Notwithstanding anything contained in this invitation document, the Authority reserves the right to accept or reject any Proposal and to annul this selection Process and reject all proposals, at any time during the bidding process without any liability or any obligation for such acceptance rejection or annulment, and without assigning any reasons thereof.

The Authority, also, reserves the right to reject any Proposal if:

- ✓ at any time, a material misrepresentation is made or uncovered, or
- ✓ the Agency does not submit sufficient information as being asked for

21. Pre-Proposal Meeting

Bidders requiring any clarification on the selection process may send their queries to the Authority via email prior to the Pre-Proposal Meeting.

The queries shall be sent before the pre-proposal meeting to dfopuri@yahoo.com.

The **Pre-Proposal Meeting** will be held in the Conference Hall of **Office of District Collector, Puri** at the above mentioned time and date on the Cover page titled Schedule of Bidding Process. The authorized representative along with the letter of authorization shall be eligible to attend the pre-proposal meeting and technical/financial openings for the said project.

The Authority shall endeavour to respond to the queries within the period specified therein but not later than 7 days prior to the Proposal Due Date. The responses will be sent by e-mail. However, the Authority reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.

22. Bid Schedule

S. No.	Description	Date
1	Issue of Advertisement & Uploading of EOI	20/04/21
2	Last date of receiving Queries	22/04/21

S. No.	Description	Date
3	Site visit and Pre-proposal meeting at Office of the Divisional Forest Office, Puri	27/04/21 at 3.00PM
4	Replies to the queries & issue of addendum, if any	28/04/21
5	Last Date of submission of Proposals	07/05/21 at 5.00PM
6	Opening & Evaluation of Technical Bid	10/05/21 at 11.00AM
7	Opening of Financial Bid	10/05/21 at 4.00PM

23. Submission of Proposal - Packing, Sealing and Marking

The Technical Proposal (Part A) and Financial Proposal (Part B) must be inserted in separate sealed envelopes, along with applicant's name and address in the left hand corner of the envelope and super scribed in the following manner.

- **Part-A-** Technical Proposal as per the Format attached in the Annexures-I,II,III, IV,V,VII of this RFP
- **Part-B-** Properly sealed Financial Proposal in the specified format as per Annexure VI, of this RFP

The **Technical proposal (Part A)** and **Financial Proposal (Part B)** must be inserted in separate sealed envelopes, along with bidder's name and address on the envelope and clearly marked as follows:

Part-A:

Technical proposal for

“SELECTION OF CONSULTANT FOR PROVIDING ARCHITECTURAL CONSULTANCY SERVICES FOR PROPOSED DEVELOPMENT OF VARIOUS BEACHES, PURI)”

Part-B:

Financial Proposal for

**“SELECTION OF CONSULTANT FOR PROVIDING ARCHITECTURAL CONSULTANCY SERVICES
FOR PROPOSED DEVELOPMENT OF VARIOUS BEACHES, PURI”**

Both the envelopes i.e. envelope for **Part-A** and Envelope for **Part-B** must be packed in a separate sealed outer cover and clearly super scribed with the following:

Proposal for

**“SELECTION OF CONSULTANT FOR PROVIDING ARCHITECTURAL CONSULTANCY SERVICES
FOR PROPOSED DEVELOPMENT OF VARIOUS BEACHES, PURI”**

The **Bidder's** Name & address shall be mentioned in the left hand corner of the outer envelope. The inner and outer envelopes shall be addressed to the Authority at the following address:

To

The Divisional Forest Officer,
Puri Wildlife Division
CT-Road,Puri, Odisha.-752001
Email: dfopuri@yahoo.com
Ph: 06752 22213

Note:

If the outer envelope and the financial proposal envelope is not sealed and marked as mentioned above, then the Authority will assume no responsibility for the tender's misplacement or premature opening. Telex, cable or facsimile tenders will be rejected.

The opening of the Financial Proposal shall be made after evaluation of technical proposal and as per the scheduled dates which shall be intimated by the Authority to the eligible applicants. In case of any discrepancy between figures and words in the financial proposal, the one described in words shall be adopted.

24. Documents to accompany the proposal:

PART – A (Technical Proposal)

The bidder must submit the following particulars/documents along with the Technical proposal failing which the proposal may be treated as non-responsive:

- (a) Covering Letter and Details of Applicant as per Annexures I and II, respectively.
- (b) Non-refundable Document Purchase Fee of INR. 20,000/- (Rupees Twenty Thousand Only) (including GST) in the form of Demand Draft payable in favor of The Divisional Forest Officer, Puri Wildlife Division, Puri" payable in Odisha drawn on any scheduled commercial bank.
- (c) Bid Security declaration of in the written form in the official letter pad in Annexure VIII
- (d) The Agency shall submit their Agency Registration Certificate, Photocopy of PAN Card, GST Registration.
- (e) Annual Financial Statements for the last three Financial Years or a Certificate duly certified by Chartered Accountant indicating the Operating Annual Turnover for the mentioned years.
- (f) All the page of the tender document shall be initialled and sealed by the Agency at the lower left hand corner.
- (g) The Agency should not be blacklisted by any Government Institution/Private Agency. A self-declaration of non-blacklisting shall be submitted.
- (h) Proof of work experience of similar nature (as mentioned in 4.1.a) in the form of Work-Orders and Client Certificates issued from the organizations in each such case has to be submitted in the format mentioned in Annexure III.
- (i) The Agency failing to submit all the specified documents shall be summarily rejected.

PART – B (Financial Proposal)

The bidder must submit the Financial Proposal in the format provided in Annexure VI

Amendment / Modification

At any time prior to the deadline for submission of Proposal, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify any of the terms mentioned in this invitation document by the issuance of Addendum/ Amendment. All such amendments/ addendum will be circulated to the bidders and will be binding on all. In order to abide by the issuance of the amendment or allow the bidder for giving a reasonable time for considering an amendment into their proposal, or for any other reason, the Authority may, in its sole discretion, extend the Proposal Due Date.

25. Language

The Proposal and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the formats provided in this invitation document.

26. Bid Submission Due Date

Duly sealed proposal from the bidder filled in all respect must reach Authority at the address, time and date specified in the RFP through Speed / Regd. Post / Courier / in-person Delivery by Authorized Representative. If the specified date for the submission of proposal is declared as a holiday for the Authority, the proposal will be received up to the appointed time on the next working day.

27. Late Submission

Proposal received after the deadline for submission prescribed by the Authority will not be entertained and be rejected.

28. Modifications and Withdrawal of Proposals

No modifications to the Proposals shall be allowed once it is received by the Authority.

29. Bid Opening Date

The Authority will open all technical bids, in the presence of authorized representatives who choose to attend, at the date and time mentioned and in the following location: **Office of the Collector & District Magistrate, Governor House Road, Puri, Puri District**. The representatives of bidders who are present shall sign a register evidencing their attendance. In the event of the specified date being declared a holiday for the Authority, the proposal shall be opened at the

appointed time and location on the next working day. The authorized representative of the bidding Agency with the letter of authorization shall be allowed in the meeting for the said project.

30. Award of Assignment

After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by Authority to the selected bidder and the bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the selected Agency is not received by the stipulated date, unless it consents to extension of time for submission thereof, the right to signing of the agreement would be forfeited by Authority and the next eligible Agency may be considered for the project.

31. Execution of Agreement

After acknowledgement of the LOA as aforesaid by the selected Agency, it shall execute the Contract Agreement within the period of 7 days from the date of issuance of LOA. The successful bidder shall not be entitled to seek any deviation in the Agreement.

32. Commencement of Assignment

The selected Agency shall commence the assignment within 7 days from the date of signing of the Agreement. If the bidder fails to commence the assignment as specified herein, the Authority may, unless it consents to extension of time thereof, cancel the contract with the Agency.

33. Termination

a. Termination by DFO, Puri

"THE DIVISIONAL FOREST OFFICER, PURI WILDLIFE DIVIISON, PURI " may terminate this Contract due to any of the following events of default by the Agency (hereinafter called the "AGENCY Event of Default")

- (i) The AGENCY has failed to perform or discharge any of its obligations in accordance with the provisions of this Contract.
- (ii) Any representation made or warranties given by the AGENCY under this Contract is found to be false or misleading.
- (iii) The AGENCY has been adjudged as bankrupt or become insolvent.

- (iv) The AGENCY has created any encumbrance, charges or lien in favour of any person or agency, over the facility, save and except as otherwise expressly permitted under this Contract.
- (v) A resolution for voluntary winding up has been passed by the shareholders/partners of the AGENCY.
- (vi) Any petition for winding up of the consultant has been admitted and liquidator or provisional liquidator has been appointed or the consultant has been ordered to be wound up by court of competent jurisdiction, except for the purpose of amalgamation or reconstruction with the prior consent of DFO, PURI, provided that, as part of such amalgamation or reconstruction and the amalgamated or reconstructed entity has unconditionally assumed all surviving obligations of the AGENCY under this Contract.
- (vii) It has been proved beyond reasonable doubt that consultant has been party to or has allowed any unlawful activity during the Contract Period;

b. Termination for Force Majeure

The Contract may be terminated for Force Majeure Reasons

c. Consequences of Termination

- (i) Without prejudice to any other consequences or requirements under this Contract or under any law, the following consequences shall follow upon expiry of the Contract Period by efflux of time or due to a Force Majeure Event or the AGENCY's Event of Default. However, if the Contract is terminated due to AGENCY Event of Default, then the DFO, PURI may forfeit the Performance Security.
- (ii) Applicable Permits: The consultant shall, at its own cost, transfer to DFO, PURI all such Applicable Permits, which the DFO, PURI may require, and which can be legally transferred.
- (iii) The Parties shall perform/discharge their respective obligations to be performed or discharged under the provisions of this Contract on the termination in entirety.

d. Rights of DFO, Puri, on Termination

Notwithstanding anything contained in this Contract, DFO, PURI shall not, as a consequence of Termination or otherwise, have any obligation whatsoever including but not limited to obligations as to compensation for loss of employment, continuance or regularization of

employment, absorption or re-employment on any ground, in relation to any person in the employment of or engaged by the AGENCY in connection with the Project.

e. Consequences of Termination by AGENCY

Upon termination by AGENCY, the AGENCY shall transfer back the rights under the Contract to DFO, PURI

34. Performance Guarantee

The selected implementing agency need to submit 3% of the Annual contract value as performance security deposit in the form of a Demand Draft or Bank Guarantee in favour of DFO, Puri " prior to signing of the contract.

38 .Check List of Submissions:

S.N.	Particulars	Submission by Bidder Yes/ No/ NA
1	Tender Document fee of Rs. 10,000/-	
2	EMD/Bid security declaration (Annexure VII)	
3	Self-declaration of non-blacklisting	
4	Annexure –I Covering Letter (letter pad)	
5	Annexure –II Details of Applicant(letter pad)	
6	Annexure –III Format for Project Data Sheet(letter pad)	
7	Annexure –IV Power of Attorney(letter pad)	
8	Annexure –V Financial Capability of Bidder(letter pad)	
9	Annexure –VI Financial Proposal(letter pad)	

Covering Letter

(On the Letterhead of the applicant)

To,

Date: _____

The Divisional Forest Officer

Puri Wild life Division

Chakratirtha Road, Puri-752002

Odisha

Ref: SELECTION OF CONSULTANT FOR PROVIDING ARCHITECTURAL CONSULTANCY SERVICES FOR PROPOSED DEVELOPMENT OF VARIOUS BEACHES, PURI

1. With reference to your RFP document _____, dated _____, I, having examined the RFP Documents and understood their contents, hereby submit my/our proposal for the aforesaid Project. The Proposal is unconditional and unqualified.
2. I acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying the proposal for selection of the Contractor for the aforesaid Project, and we certify that all information provided in the proposal and its Annexures along with the supporting documents are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the proposal are true copies of their respective originals.

3. This statement is made for the express purpose of our selection as Agency for the aforesaid Project.
4. I shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the BID.
5. I acknowledge the right of the Authority to reject our BID without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. I certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I declare that:
 - (a) I have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority; and
 - (b) I have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender or request for proposal issued by or any Agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
 - (c) I hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and
 - (d) the undertakings given by us along with the Application in response to the RFP for the Project and information mentioned for the evaluation of the BID Capacity were true and correct as on the date of making the Application and are also true and correct as on the BID Due Date and I shall continue to abide by them.

8. I understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any BID that you may receive nor to invite the Bidders to BID for the Project, without incurring any liability to the Bidders, in accordance with the RFP document.
9. I certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
10. I undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.
11. I further acknowledge and agree that in the event such change in control occurs after signing of the Agreement up to its validity, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Agreement shall be liable to be terminated without the Authority being liable to us in any manner whatsoever.
12. I hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
13. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a Agreement in accordance with the draft that has been provided to me/us prior to the BID Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
14. I have studied all the Bidding Documents carefully and also surveyed the project area. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Agreement.

15. I offer a EMD/BID Security of Rs. _____/- (Rupees _____ Only) to the Authority in accordance with the RFP Document.
16. The documents accompanying the Technical BID, as specified in the RFP, have been submitted in separate files.
17. I agree and understand that the BID is subject to the provisions of the Bidding Documents. In no case, I shall have any claim or right of whatsoever nature if the Project / Contract is not awarded to me or our BID is not opened or rejected.
18. The BID Price has been quoted by me after taking into consideration all the terms and conditions stated in the RFP, draft Agreement, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the project.
19. I agree and undertake to abide by all the terms and conditions of the RFP document.
20. I shall keep this offer valid for 90 (Ninety) days from the BID Due Date specified in the RFP.
21. I hereby certify that we have not changed any quantity as mentioned in the BoQ and confirmed that any discrepancy arrive at any time, decision of Authority will be consider as final.
21. I hereby submit our BID and offer a BID Price as indicated in Financial Bid for undertaking the aforesaid Project in accordance with the Bidding Documents and the Agreement.

In witness thereof, I submit this BID under and in accordance with the terms of the RFP document.

Yours faithfully,

Date:

Place:

**Signature, name and designation of the
Authorized Signatory with name and seal
of Bidder**

Details of Applicant

- (a) Name of the firm/company:
- (b) Name of the contact person:
- (c) Designation:
- (d) Company/Firm:
- (e) Address:
- (f) Telephone number:
- (g) E-mail address:
- (h) Fax number:
- (i) Mobile number:
- (j) Average Annual Turnover:

2017-18:

2018-19:

2019-20:

Duly signed by the Authorised Signatory of the Applicant

(Name, Title and Address of the Authorised Signatory)

Format for Project Data Sheet

Sl.No.	Parameters	Remarks
1	Project Title	
2	Project Description	
3	Location	
4	Name of Client	
5	Total Project Cost (In Indian Rupees)	
6	Total area in Acres.	
7	Period of Services rendered by the Applicant (Start date and End date)	
8	Consultancy Fees of the Applicant (In Indian Rupees)	
9	Present Status of the Project (Completed/ongoing)	
10	Other Information relating to Project	
11	Copy of Appointment Letters.	

Note: The work order along with the completion certificates shall be attached with every project. Experience of only completed projects will be considered for evaluation.

Duly signed by the Authorised Signatory of the Applicant
(Name, Title and Address of the Authorised Signatory)

Power of Attorney

Know all men by these presents, We.....(name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./Ms (name),.....son/daughter/wife of.....and presently residing at....., who is (presently employed with us and holding the position of....., as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for the **SELECTION OF CONSULTANT FOR PROVIDING ARCHITECTURAL CONSULTANCY SERVICES FOR PROPOSED DEVELOPMENT OF VARIOUS BEACHES, PURI** will be developed by the THE DIVISIONAL FOREST OFFICER, PURI WILDLIFE DIVIISON, PURI including but not limited to signing and submission of all Bids/ Proposals, bids and other documents and writings, participate in pre-bids/pre-proposal and other conferences and providing information/responses to the Authority, presenting us in all matters before the Authority, signing and execution of all contracts including the O&M Agreement and undertakings, consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid, for the said Project and/ or upon award thereof, to us and/or till the execution of the O&M Agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us and shall be binding on us.

IN WITNESS WHEREOF WE, _____, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ____ DAY OF _____, 20__

For

.....

Accepted

_____ (signature)

(Name, Title and Address) of the Attorney

Note:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*

Financial Capability of Bidder

Name of the Applicant: _____

Sl. No.	Particulars	2018-19	2019-20	2020-21
1.	Turnover			

Note:

1. Attach certified copies of Annual Audited Balance Sheets and IT Returns Certificate for the past 3 years.
2. The above data must be submitted by Applicant, duly certified by Statutory Auditor such as Chartered Account.

Signed

Signature of CA/ Statutory Auditors

(Name of the Authorised Signatory)

(with seal & registration no.)

Place:

Date:

FINANCIAL PROPOSAL

To,

THE DIVISIONAL FOREST OFFICER
PURI WILD LIFE DIVISION,
CHAKRATIRTHA ROAD, PURI-752002
ODISHA

Subj:- FINANCIAL PROPOSAL FOR SELECTION OF CONSULTANT FOR PROVIDING ARCHITECTURAL CONSULTANCY SERVICES FOR PROPOSED DEVELOPMENT OF VARIOUS BEACHES, PURI.

Sir

We, the undersigned, offer to provide the consulting services as Architectural Consultancy Services for the above scope of services in accordance with your RFP. Our total financial quote is as given below,

Name of the Project	financial quote
PROVIDING ARCHITECTURAL CONSULTANCY SERVICES FOR PROPOSED DEVELOPMENT OF VARIOUS BEACHES IN PURI DISTRICT.	<p>_____ %</p> <hr/> <p>(both in words and figure) of Final* total</p> <p>Project Cost.(exclusive of the applicable GST)</p> <p>*the Final total Project Cost means the final total cost incurred for the execution of the project and</p> <p>as approved by The Divisional Forest Officer, Puri Wildlife Division, Puri,.</p>

Our Financial Proposal shall be binding upon us for the assignment and this proposal would be valid up to 180 days from the last date of submission of proposal. This financial proposal covers remuneration for all personnel cost, all incidental manpower expenses. The Financial Proposal is without any condition.

Yours faithfully,

For and on behalf of (Name of Applicant)

Duly signed by the Authorised Signatory of the Applicant

(Name, Title and Address of the Authorised Signatory)

Bid Security Declaration Form

Date: _____ Tender No. _____ To (insert complete name and address of the purchaser)

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or

b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

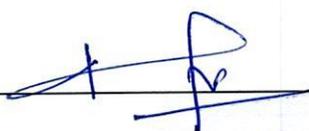
I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown)

in the capacity of (insert legal capacity of person signing the Bid Securing Declaration) Name:

(insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder) Dated on _____ day of _____ (insert date of signing) Corporate Seal (where appropriate)


Divisional Forest Officer
Puri Wildlife Division, Puri