



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

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

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

  
**EXECUTIVE OFFICER  
BALASORE MUNICIPALITY**

# CONTENTS

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

**SECTION – I**

**INVITATION FOR  
EXPRESSION OF INTEREST**

**OFFICE OF THE  
BALASORE MUNICIPAL COUNCIL,  
BALASORE.**

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**Letter inviting EOI No - 8222/dt. 24/11/22**

INVITATION FOR Expression of interest for "Preparation of Comprehensive Drainage Master Plan and Detail Project Report for Storm water drainage System of Balasore Municipal Area".

1. The Executive Officer, Balasore Municipality, Balasore, (Odisha) on behalf of Governor of Odisha invites expression of interest (EOI) for "Preparation of Comprehensive Drainage Master plan and Detail Project Report for Balasore Municipal Area "from registered and eligible firm/ Consultant for tendering their bids in sealed cover addressed to the Executive Officer, Balasore Municipality. The EOI may be downloaded from the websites <http://baleswar.nic.in> and can be submitted in sealed envelope containing hard & soft copies through Regd/Speed Post to Executive Officer Balasore Municipality, Motiganj, Balasore-756003.

**Name of the work: PREPARATION OF COMPREHENSIVE DRAINAGE MASTER PLAN AND DETAIL PROJECT REPORT FOR STORM WATER DRAINAGE SYSTEM OF BALASORE MUNICIPAL AREA.**

1. EOI may be downloaded from web sites <http://baleswar.nic.in> from 27.11.2022 10.00 Hrs to 26.12.2022 up to 15.00 Hrs.
2. Date of submission of sealed envelope containing their bids is up to 04.01.2023 up to 14.00 Hrs.
3. The EOI will be opened on Dt.07.01.2023 at 11.00 Hrs in the office of the Executive Officer, Balasore 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 mentioned websites.

  
Executive Officer  
Balasore Municipality

**INVITATION FOR EXPRESSION OF INTEREST (EOI)**

No.----- Date.

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 Balasore Municipal area (Odisha).

Duration for completion of Project is six months.

PROPOSED

Proposed site is the District Head Quarter of Balasore District in the State of Odisha, 195 Km away from state Capital. Nearest Railway Station is Balasore of East Coast Railway and nearest Airport is at Bhubaneswar.

BIDDER

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

BIDDER PROFILE REQUIREMENT

Eligibility: - The bidder / Agency / Firms / Consortium should have experience offering similar consultancy service in survey, mapping, design, drawing, preparing bill of quantities in Urban 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 2, 00,000 (Two lakhs) population spreading over not less than **75.00Sq km** urban catchment area in the last 7 years. The bidder should have sufficient organizational capacity with well qualified personnel to monitor the field staffs in the matter relevant to the scope of services.
- (ii) The annual turnover of the bidder should not be less than **Rs.2.00 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 <http://baleswar.nic.in> from 27.11.2022 10.00 Hrs to 26.12.2022 up to 15.00 Hrs. The bidder shall have to furnish Rs.10,000/- (Rupees Ten thousand) (non-refundable) towards cost of tender documents.

## PROCEDURE FOR SUBMISSION OF EMD

The bidder shall have to furnish Rs.5,00,000/- (Rupees five 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, Balasore Municipality payable at Balasore/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 15.12.2022 at 11.00 hours in the office of the Executive Officer, Balasore Municipality, Balasore (Odisha). Consultants have to submit their sealed tenders on or before 14.00 hour of 04.01.2023. The technical bid only will be opened at 11.00 hours on 07.01.2023 in the office of the Executive Officer, Balasore 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, Balasore Municipality on 16.01.2023 at 11.00 hours at the Conference Hall of Balasore Municipality, Balasore, Odisha.

The Executive Officer, Balasore 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, Balasore Municipality, Balasore, Odisha, Pin-756003

**Tel. No.067822-51267**

Executive Officer, Balasore Municipality.

**E-mail: [balasoremunicipality@rediffmail.com](mailto:balasoremunicipality@rediffmail.com)**

Executive Officer  
Balasore Municipality

## SECTION – II

### INSTRUCTIONS TO CONSULTANTS

#### A. GENERAL

##### 1. INTRODUCTION

Balasore is a beach city located in the northernmost part of state Odisha. In October 1828, a separate district of Balasore was created. In the ancient times, the city served as ruling kingdom of Kalinga, Toshal, and Utkal kingdoms. Just to let you know that the city of Balasore is amongst the top literate cities in Odisha with over 100 education centres. The locals here mainly depends on the agriculture, fishing, and tourism. Primarily, the city is famous for the mysterious Chandipur Beach and secondary for its heritage temples. Apart from this, this historical city also includes historical palaces, tombs, hills and beaches as their main attractions. Langula Narasimha Dev Temple, Gopinatha Temple, and Biranchinarayan Temple are some of the well-known attraction of this place.

Established by the British government in 1642, Balasore remains an important trading port with British, Dutch, and French till the 18th century. As a result of this, ruins of some Dutch tombs and remnants of old canals can still be seen at this place. Being a mixed cultural heritage city in Odisha,. The geographical area of the city is about **60 square kilometers** with a flat terrain which makes the city very much prone to water logging and acute drainage congestion during rains. The city being located in the coastal areas is often subjected to cyclone, heavy rainfall, storms and flood. The city is thickly habitated and the unplanned development in the past has made the city very heaving and sickly sweet. Flood and Drainage problems are a day to day affair during rainy season in the city. The major part 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 225 mm has been observed in the past.

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

Balasore 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 31 wards.

There has been some developmental works by the Balasore 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 utterly 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.
3. Absence of efficient solid waste management system is contributing to blockage of open surface drains leading to over flows during heavy showers. Stagnation of water as a result of siltation / blockage is creating health related problems due to mosquito breeding, fly nuisance etc.
4. The Balasore Municipality is facing a lot of hardship for periodic maintenance of the existing drains.
5. Flow of sewage / septic tank effluent in some open drains also creates health risk to the citizen. Its effect has to be studied simultaneously.
6. Due to rapid urbanization and un precedented pace of growth in the last two decades, the physical status of most of the natural storm water channels are :
  - Encroachment by the public, thereby narrowing the original stream Section.
  - Slum dwellers / people of weaker sections occupy and reside on the bank of the drains causing obstruction to the free flow of streams & narrowing the flow path.
  - Due to lack of proper demarcation and fencing of storm water drains, debris & wastages are thrown into the channels causing obstruction to free flow of rain water finally leading to overflowing on the roads.



7. The low lands on all around the town which otherwise acted as storm water holding basins & provided natural pathway for discharge to the rivers are gradually converted into homestead lands thereby causing flooding in uplands during heavy shower. These low lands while acting as temporary storm water holding banks also help ground water recharge.
8. Increase in-built up areas & absence of integrated urban water shed management have led to reduction in infiltration capacity & thereby ground recharging problems.

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

### **Goals and Service Outcomes**

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

The major goals and outcome aimed at are as follows:

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

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

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

- (ii) Design and execute drainage system for all uncovered areas of the Balasore Municipality including fringe areas with integration to the existing system as per requirement.
- (iii) Renovation of the existing natural storm water channels suiting to following scope.
- a) Construction of storm water drains and / or retaining walls on both sides wherever needed duly demarcating the boundaries on either side.
  - b) Construction of Check dams/Drops wherever necessary to reduce the velocity in stages to ensure steady flow, to help in ground water recharge and to use as water bodies / lakes for recreational spots.
  - c) Construction of cross culverts/Bridges wherever necessary.
  - d) Chain link fences to minimize dumping of garbage and **litter**.
  - e) De-silting / de-weeding to ensure full flow of water.
  - f) Construction of control structures wherever necessary.
  - g) Preparation of micro level storm water drainage network for street, branch & main drains in uncovered areas & integrating the same with existing system as well as to the major storm water channels.
  - h) Conducting detailed survey of the existing storm water Channels to assess their physical status, carrying capacity & adequacy to meet design discharge requirements.
  - i) Identification of location along the routes of the major storm water channels for setting up of treatment facility, creation of water bodies / lakes for recharging to the ground water as well as to use for recreational purpose.
  - j) Preparation of storm water drainage map for Balasore city & 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 outfall 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 prone areas
    - Review of existing conditions
    - Deficiency analysis from hydraulic and structural point of view

- Enlisting of obstructions, bottlenecks and encroachments
- Rehabilitation plan
- Socio-Environmental impact analysis
- Estimation of flood discharge and hydraulic design
- Preparation of Longitudinal Sections (LS) and Cross Sections (CS) of drains.
- Soil Investigation
- Structural design of drain cross-section depending on the availability of land.
- Detailed estimates with rate analysis based on current SR
- Preparation of detailed drawings
- Construction programme to complete the execution within 2 years.
- Ground water recharging study & its effect.
- Preparation of land schedule with ROR, village map etc. for acquisition of private, Govt. and forest lands to develop the network.
- The DPR should be prepared as per the guidelines & norms stipulated by H&UD Department, Govt. of Odisha and other Department.

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

In support of the Invitation for the EOI (Offer), the Balasore 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 if the Consultant is a citizen or is constituted, or incorporated, and operates in conformity with the provisions of the laws of India. This criterion shall also apply to the determination of the nationality of proposed sub-contractors or suppliers for any part of the Contract including related services.

3.3 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 be disqualified.

Government-owned enterprises shall be eligible only if they can establish that they are legally and financially autonomous and operate under commercial law.

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

#### 4. 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 with population more than 2,00,000 (Two Lakhs) and with an area not less than 75 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 statements for the last five years, audited by a Chartered Accountant, which should include Profit and Loss Account, Balance Sheet and certificates regarding contingent liabilities. In case of any nil statement, a Chartered Accountant shall certify the same accordingly. The Consultant shall furnish the financial statement for the latest financial year (2021-22) including the liabilities, contingent liabilities and projects in progress. If the Consultant is a company, audited annual reports of the financial years April 2017 to March 2022 inclusive, along with the audit reports under the Companies Act shall be furnished. In case of Consultants other than companies, if the turnover in any of the above financial years exceeds Rs. 40 lakh per annum, the audited accounts along with the auditor's certificates under section 44 AB of the Income Tax Act shall be furnished. If audited reports under Section 44AB of Income Tax Act is not furnished for any year, it will be deemed that the turn over for that year was less than Rs.40 lakh. In the case of Consultants other than companies, if the turnover in any of the above financial years does not exceed **Rs.40.00 lakh** per annum, the following certificate shall be given by a Chartered Accountant for each year for the Profit and Loss Account and the Balance Sheet. "We have audited the above Profit and Loss account / Balance Sheet of

\_\_\_\_\_ 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, Balasore Municipality without approaching any court whatsoever for redress. He will however, be given suitable opportunity to offer his explanation before action is taken against him.

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

1. Sons, step-sons, daughters, step-daughters.
2. Sons-in-law and daughters-in-law.
3. Brothers-in-law and sisters-in-law.
4. Brothers and Sisters
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, works not properly completed as per contract, in-ordinate delays in completion, financial failure and / or has participated in

previous Tendering for the works under Balasore Municipality and had quoted unreasonably high Tender price/premium. In addition to the above, even while executing the work, if it is found that he produced false / fake certificates in his tender, he will be blacklisted.

4.7 Original Certificates:

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

**5. COST OF TENDERING:**

The Consultant shall bear all expenses associated with the preparation and submission of his tender and the Executive Officer, Balasore 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 Balasore 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. TENDER DOCUMENTS:

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

#### **PART-I Technical Bid.**

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



**PART-II Price Bid (Financial Proposal).**

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

**8. CLARIFICATION OF TENDERDOCUMENTS:**

Consultants shall carefully examine the Tender Documents and fully inform themselves as to all the conditions and matters, which may in any way affect the work or the cost thereof. Should a Consultant find any discrepancy in or omission from the specification or any other of the Tender Documents or should he be in doubt as to their meaning, he should immediately address a query in writing or by e-mail to the authority given inSub-Clause18.5.

**9. AMENDMENT OF TENDER DOCUMENTS:**

At any time prior to the dead line for submission of tenders, the Executive Officer, Balasore 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 <http://baleswar.nic.in> for downloading and will be binding up on them. Consultant shall give a certificate in the affidavit as described in Schedule L.

In order to afford prospective Consultants reasonable time to take such addenda into account in preparing their tenders, the Executive Officer, Balasore Municipality at his discretion, will extend the dead line for the submission of tenders in accordance with Clause19.

## **C. PREPARATION OF TENDERS**

### **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 & for preparation of Detailed Project Reports for individual priority storm water drains. This quoted rate shall also include Bankers charges, Income Tax, GST (to be specifically mentioned), overheads as applicable from time to time and all other incidental charges complete for the work.

The rate quoted by the Consultant shall be firm.

### **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, Balasore Municipality may request the Consultant for a specified period of extension of validity. The request for any extension and the responses thereto, shall be in writing or cable. A Consultant may refuse the request without forfeiting his EMD. A Consultant agreeing to the request will not be required or permitted to modify his tender, but will be required to extend the validity of his EMD.

A Consultant who withdraws his tender without a valid reason (to be decided by the authority competent to accept the tender) shall be disqualified for tendering for further works in the Balasore 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, Balasore 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 of another for the same contract in any capacity whatsoever.

#### **15. EARNEST MONEY DEPOSIT**

15.1 The Consultant shall furnish Earnest Money Deposit equivalent to Rs.5, 00,000/- (Rs. Five 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 the Executive Officer, Balasore Municipality payable at Balasore.
- b) a bank guarantee in the form given in Section-VII, from any nationalized / schedule Bank , payable at Balasore and to be drawn in favour of Executive Officer, Balasore Municipality.
- c) Post Office Savings Bank Account / NSC / P.O. Time Deposit Account duly pledged in favour of the Executive Officer, Balasore Municipality payable at Balasore.

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 successful 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 successful tenderer, if he fails to sign the Agreement in time for what so ever the reason.

15.6 In consideration of the Executive Officer, Balasore 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 alterations 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 11.00 hours on **15.12.2022** in the office of:

The Executive Officer, Balasore 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 tenderer is requested to submit any queries in writing addressed to the Executive Officer, Balasore 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, Balasore Municipality and issued as an addendum or addenda pursuant to Clause 9 and will be made available in the website <http://baleswar.nic.in> for downloading.

## D. SUBMISSION OF TENDERS

### 18 SEALING AND MARKING OF TENDERS:

- 18.1 The signed Tender documents shall be submitted in sealed covers.
- 18.2 Tender document **Part-I** i.e., Technical Bid and **Part-II** i.e., Price Bid shall be submitted in separate sealed covers marking **Cover-A** and **Cover-B** respectively.
- 18.3 The Consultant shall also ensure that sealed covers i.e., cover-A and cover-B shall bear consultants name and address along with following information mentioned on it clearly.
- a) Technical Bid / Price Bid
  - b) Tender Notice No. \_\_\_\_\_
  - c) Name of Work \_\_\_\_\_
  - d) The name and full address of the Consultant.
  - e) The name and full address of the officer to whom the tender is to be submitted, as detailed in Sub-clause 18.5.
- 18.4 The sealed covers A and B shall be kept in another cover C and shall bear the following information.
- a) Tender Notice No. \_\_\_\_\_
  - b) Name of Work \_\_\_\_\_
  - c) DO NOT OPEN BEFORE \_\_\_\_\_ (the time and date specified in Sub-clause 19.1).
  - d) The name and address of the officer to whom the tender is to be submitted, as detailed in Sub-clause 18.5.
- 18.5 The completed sealed cover C shall be sent to the following address so as to reach before the time and last date specified for receiving the tenders (see Sub-clause 19.1)

**The Executive Officer, Balasore Municipality**  
**Tel No. – 067822-51267 Pin-756003(Orissa)**

- 18.6 If the tender is received unsealed, or is in damaged condition such that contents are lost or damaged, authority will assume no responsibility for the misplacement or premature opening of the Tender. Such tenders will be summarily rejected. Any tender opened prematurely either because of damage to the cover or because of inadequate identification, as specified in Sub-Clause 18.3, will also be rejected.

## **19. DEADLINE FOR SUBMISSION OF TENDERS**

- 19.1 Tenders shall be received in the office of the Executive Officer, Balasore Municipality by 04.01.2023 up to 14:00 hours. They are required to submit in sealed envelope containing hard & soft copies through Regd/Speed Post to Executive Officer, Balasore Municipality, Motiganj, Balasore-756003. The risk and responsibility for loss, delay, and damage to the seal shall be borne by the Consultant. If the date of submission of tenders is declared as a govt. holiday with the next working day with the same time & venue will be treated as the last date for submission of tenders.
- 19.2 The Tender should be in the prescribed form as described in Clause 7.
- 19.3 The Executive Officer, Balasore Municipality may, at its discretion, extend the dead line for submission of tenders by issuing an amendment/ corrigendum in accordance with Clause 9, in which case all rights and obligations of the Executive Officer, Balasore Municipality and of the tenders which were previously subject to the original dead line shall thereafter be subject to the new dead line as extended.

## **20. LATE TENDERS:**

Any tender received after the time and date fixed for submission of Tender as stated in Clause 19, or as subsequently extended by the Executive Officer, Balasore Municipality, will be returned to the Consultant unopened.

## **21. MODIFICATION AND WITHDRAWAL OF TENDERS:**

- 21.1 The Bidder may modify or withdraw his tender, provided that the modification or notice of withdrawal is received in writing by the Executive Officer, Balasore Municipality prior to the prescribed dead line for submission of tenders.
- 21.2 The Consultant's modification or notice of withdrawal shall be prepared, sealed, marked "Modification" or "Withdrawals" as appropriate and delivered in accordance with Clause 18.
- 21.3 No tender can be modified after the deadline for submission of tenders.
- 21.4 Withdrawal of a tender by a Bidder during the interval between the deadline for submission of Tenders and the expiration of the period of tender validity specified in the Form of Tender shall result in the forfeiture of the EMD pursuant to Clause 15.

## **E. TENDER OPENING AND EVALUATION**

### **22 TENDER OPENING**

22.1 The Executive Officer, Balasore Municipality will open the tenders (cover C and then cover A containing Technical Bids) and any submissions made pursuant to Clause 21, in his office at 11.00 hours on **07.01.2023** in presence of the bidders or their authorized representative who choose to attend, all of whom have to sign in the Tender opening Register as evidence of their attendance.

22.2 Tenders for which an acceptable notice of withdrawal has been submitted pursuant to Clause 21, shall not be opened and shall be returned to the Consultant on completion of the tender acceptance process.

22.3 Covers of the remaining tenders shall be examined and their conditions will be noted. Any tender in which the Cover is found to be unsealed or is damaged it will be rejected and minuted.

22.4 The Tender shall be liable for rejection if:

22.4.1 Separate sealed cover for Technical Bid & Price Bid is not furnished.

22.4.2 Price Bid is enclosed along with Technical Bid in cover A.

22.4.3 Required EMD as per Clause 15 is not enclosed.

22.4.4 Proof of eligibility and qualifications is not enclosed.

22.4.5 There are any criminal cases pending against the bidder.

22.4.6 Permanent Account Number is not enclosed.

22.4.7 GST registration certificate is not enclosed.

22.4.8 Affidavit is not enclosed in support of authenticity of documents & certificates.

22.4.9 Power of Attorney, if any, is not enclosed.

22.4.10 History of criminal cases is not enclosed,

22.4.11 Record of litigation and arbitration is not enclosed.

22.4.12 Copy of Joint Venture agreement is not enclosed in case of tenders received from Joint Venture of two or more Firms.



All such conditions shall be minuted and the covers 'B' shall not be opened if above criteria are not fulfilled. It shall then be kept in the safe custody of the Executive Officer, Balasore Municipality until the tender process is finished. Thereafter the tender for price bid shall be returned to the respective bidder unopened.

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

**23 CLARIFICATION OF TENDERS:**

To assist in the scrutiny, evaluation and comparison of the tenders, the Executive Officer, Balasore Municipality may ask Consultants individually for clarification of their tenders. The request for clarification and response shall be in writing or by cable. However, no change in the tender amount/rate or substance can be sought, offered by the bidder or permitted by the Executive Officer, Balasore Municipality during the evaluation of the tenders except as provided in Clause 26.

**24 DETERMINATION OF RESPONSIVENESS:**

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

**25 PRICE BID OPENING:**

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

## **26 CHECKING FOR AND CORRECTION OF ERRORS**

After opening the Price Bids, it will be checked by the Executive Officer, Balasore Municipality for any discrepancy between the quoted rate in figures and in words. Should any discrepancy be found the quoted rate in words will govern.

Any quoted rate that is found to be incorrect as described in the above Sub-clause will be recorded and attested by the Executive Officer, Balasore Municipality at the time of opening the price bid. With the concurrence of the affected Bidder, the corrected quoted rate shall be considered binding. If the Bidder does not accept the corrected rate, the tender will be rejected.

## **27 EVALUATION AND COMPARISON OF TENDERS:**

- 27.1 The Executive Officer, Balasore Municipality will evaluate and compare only those tenders, which have been determined to be substantially responsive to the requirements of the tender documents in accordance with clause 24.
- 27.2 Comparison of the substantially responsive tenders by the Executive Officer, Balasore Municipality shall comprise comparison of the offer rate for each tender following any corrections made as described in Clause 26.
- 27.3 Evaluation of the tenders shall comprise an assessment of the impact of any material deviations or reservations that may have been placed on any of the tenders which may affect the contract in the manner and / or the time specified, and their relationship to the tender rate offered. Such deviations or reservations will not be permitted, and such tender shall be rejected. Record of arbitration/Litigation shall also be taken into account at the time of evaluation of tenders.
- 27.4 There may be negotiations at any level or any stage of the process with the lowest bidder only.

## **F. AWARD OF CONTRACT**

### **28 AWARD CRITERIA:**

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

### **29 DEPARTMENT'S RIGHT TO ACCEPT ANY TENDER AND TO REJECT ANY ORALL TENDERS**

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

### **30 PROCESS TO BE CONFIDENTIAL:**

30.1 After the opening of tenders as per Clause 22 & 25, information relating to examination, clarification, evaluation and comparison of tenders and recommendations, concerning to the award of contract shall not be disclosed to the Consultants or any other persons, not officially concerned with the process, until the award of the Contract to the successful bidder has been announced.

30.2 Any effort by any Bidder to influence the department's officials in the scrutiny, clarification, evaluation and comparison of tenders, and in any decisions concerning award of the contract, may result in the rejection of his / their Tender.

**31 NOTIFICATION OF AWARD:**

31.1 Prior to the expiration of the Tender validity period prescribed in Clause 13 the Executive Officer, Balasore Municipality will notify the successful Consultant by e-mail, letter or in some other written form, that his tender has been accepted. This letter hereinafter called "Letter of Acceptance (LoA)" will confirm the tender rate which will apply to the services to be rendered by the Consultant during the contract period.

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

**32 SIGNING OF AGREEMENT:**

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

## **SECTION - III**

### **CONDITIONS OF CONTRACT**

#### **1. GENERAL PROVISIONS**

##### **1.1 Definitions:**

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

- a) “Applicable Law” means the laws and any other instruments having the force of law in India and Odisha as they may be issued and in force from time to time;
- b) “Contract” means the contract signed by the parties to which these General Conditions of Contract are attached together with all the documents listed in Clause 1 of such signed Contract;
- c) “Effective Date” means the date on which this contract comes into force and effect pursuant to Clause CC 2.1,
- d) “CC” means these General Conditions of Contract;
- e) “Government” means the Government of Odisha;
- f) “Local Currency” means Indian Rupees;
- g) “Member”, in case the consultants consist of joint venture of more than one entity, means any of these entities and “Members” means all of these entities;
- h) “Personnel” means persons hired by the consultants or by any sub-consultants employees and assigned to the performance of the service or any thereof, “foreign personnel” means such persons who at the time of being so hired had their domicile outside India. “Local Personnel” means such persons who at the time of being so hired had their domicile inside India and “Key Personnel” means the personnel referred to in Clause-4.2.
- i) “Party” means the Employer or the Consultants as the case may be and parties mean both of them.
- j) “Services” means the work to be performed by the consultants pursuant to this contract for the purpose of the project.

- k) "Sub-Consultant" means any entity to which the consultants subcontract any part of the service in accordance with the provisions of Clause CC 3.6 and
- l) "Third Party" means any person or entity other than the Government the Employer, the consultants or a sub-consultant.

## 1.2 Relation between the parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the employer and the consultants. The consultants, subject to this contract have complete charge of personnel performing the services and shall be fully responsible for the services performed by them or on their behalf here under.

## 1.3 Law Governing the Contract and the Jurisdiction of the Contract.

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

## 1.4 Language

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

## 1.5 Headings

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

## 1.6 Notices

### 1.6.1 Any notice request or consent required or permission to be given or made pursuant to this contract shall be in writing.

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

### 1.6.2 Notice will be deemed to be effective as follows:

- a) In the case of personal delivery or registered mail on delivery;
- b) In the case of facsimiles, 24 hours following confirmed transmission

1.6.3 A party may change its address for notice hereunder by giving the other party notice of such change with respect to Clause-CC1.6.2

1.7 Location

The services shall be performed in the Balasore Municipal area in Odisha.

1.8 Authority of Member in charge

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

1.9 Authorized Representatives

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

1.10 Taxes and Duties

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

**2. COMMENCEMENT, COMPLETION, MODIFICATION & TERMINATION OF CONTRACT.**

2.1 Effectiveness of Contract

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

2.2 Termination of Contract for Failure of Become Effective

If this contract has not become effective within such time period after the date of the Contract signed by the parties as shall be specified either party may, by not less than four (4) weeks written notice to the other party, declare this contract to be null and void and in the event of such declaration by either party, neither party shall have any claim against the other party with respect here to.

### 2.3 Commencement of Services

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

### 2.4 Expiration of Contract

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

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

### 2.6 Modification

Modification of the terms and conditions of this Contract including any modification of the scope of the services may only be made written agreement between the parties. Pursuant to Clause-CC.7.2 hereof, however, each party shall give due consideration to any proposals for modification made by the other party.

### 2.7 Force Majeure

#### 2.7.1 Definition "Force Majeure"

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

b. Force Majeure shall not include

(i) any event which is caused by the negligence or intentional action of a party or such party's sub-consultants or agents or employees, nor



- (ii) any event which a diligent party could reasonably have been expected to both (a) take into account at the time of the conclusion of this contract and (b) avoid or overcome in the carrying out of its obligations here under.
- (iii) Force Majeure shall not include insufficiency of funds or failure to make any payment required here under.

#### 2.7.2 No Breach of Contract

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

#### 2.7.3 Measures to be taken

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

#### 2.7.4 Extension of time

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

#### 2.7.5 Consultation

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

## 2.8 Suspension

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

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

## 2.9 Termination

### 2.9.1 By the employer

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

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

#### 2.9.2 By the Consultants

The consultant may, by not less than thirty (30) day's written notice to the Employer, such notice to be given after the occurrence of any of the events specified in paragraphs (i) and (ii) of this Clause CC 2.9.2, terminate this contract.

- i) if the employer is in material breaches of its obligations pursuant to this contract and has not remedied the same within forty five (45) days (or such longer period as the consultants may have subsequently approved in writing) following the receipt by the employer of the 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 CC 2.4 hereof all rights and obligations of the parties hereunder shall cease, except;

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

#### 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 CC 3.9 hereof.

### 2.9.5 Payment up on Termination

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

- i) Remuneration pursuant to Clause CC 6 hereof for services satisfactorily performed prior to the effective date of termination.
- ii) Reimbursable expenditures pursuant to Clause CC 6 hereof for expenditures actually incurred prior to the effective date of termination; and
- iii) except in the case of termination pursuant to paragraphs (a) through (d) of Clauses CC 2.9.1 hereof, reimbursement of any reasonable cost incident to the prompt and orderly termination of the contract including the cost of the return travel of the consultants personnel and their eligible dependents.

## **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, materials and methods. The consultants shall always act in respect of any matter relating to the contract or to the services, as faithful advisers of the employer and shall at all times support and safeguard the employers legitimate interests in any dealings with sub-consultants or third parties.

### 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 consultant's sole remuneration in connection with this contract or the services and subject to Clause CC 3.2.2 hereof, the consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this contract or to the services or in the

discharge of their obligations hereunder and the consultants shall use their best efforts to ensure that any sub-consultants as well as personnel and agents of either of them similarly shall not receive any such additional remuneration.

### 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 documents. The consultant shall however not use these documents for any purposes to any agency other than the employer without prior written approval of the employer.

### 3.9 Equipment and Materials furnished by the employer / Software also

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

## **4 CONSULTANTS PERSONNEL:**

### 4.1 General

The consultants shall employ and provide such qualified experts and experienced personnels 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 for 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 changes shall be made in the key personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the personnel, the consultants shall forthwith provide as a replacement a person of equal or better qualification.
- b. If the employer (i) finds that any of the personnel has committed serious misconduct has been charged with having committed a criminal action, or (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 expenditures (including expenditures due to the eligible number of dependents) the consultants have to bear the cost as a result of such replacement, shall be subject to the prior written approval by the employer. In any case (i) the consultant shall have to bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) remuneration to be paid for any of the personnel provided as a replacement.

#### 4.5 Resident Project Manager

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

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

### **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 of this contract.

## **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 in detailed deficiencies in the services, the final report or final statement. The Consultants shall thereupon promptly make any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated. Any amount which the Employer has paid or caused to be paid in accordance with this clause in excess of the amounts actually payable accordance with the provisions of this contract shall be reimbursed by the Consultants to the employer within thirty (30) days after the receipt by the Consultants of notice thereof. Any such claim by the employer for reimbursement must be made within twelve (12) calendar months after receipt by the Employer of a final report and a final statement approved by the employer accordance with the above.
- 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 either party believes that this contract is operating unfairly, the parties will use their best efforts to agree on such actions as may be necessary to remove the clause or clauses of such unfairness.

## **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**

Balasore is a beach city located in the northernmost part of state Odisha. In October 1828, a separate district of Balasore was created. In the ancient times, the city served as ruling kingdom of Kalinga, Toshali, and Utkal kingdoms. Just to let you know that the city of Balasore is amongst the top literate cities in Odisha with over 100 education centres. The locals here mainly depends on the agriculture, fishing, and tourism. Primarily, the city is famous for the mysterious Chandipur Beach and secondary for its heritage temples. Apart from this, this historical city also includes historical palaces, tombs, hills and beaches as their main attractions. Langula Narasimha Dev Temple, Gopinatha Temple, and Biranchinarayan Temple are some of the well-known attraction of this place.

Established by the British government in 1642, Balasore remains an important trading port with British, Dutch, and French till the 18th century. As a result of this, ruins of some Dutch tombs and remnants of old canals can still be seen at this place. Being a mixed cultural heritage city in Odisha,. The geographical area of the city is about **60 square kilometers** with a flat terrain which makes the city very much prone to water logging and acute drainage congestion during rains. The city being located in the coastal areas is often subjected to cyclone, heavy rainfall, storms and flood. The city is thickly habitated and the unplanned development in the past has made the city very heaving and sickly sweet. Flood and Drainage problems are a day to day affair during rainy season in the city. The major part 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 225 mm has been observed in the past.

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

Balasore 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 31 wards.

In support of the Invitation for the EOI (Offer), the Balasore 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 thereto as specified in Schedule of Services (SS), The name and Identification of the Competitive Bidding (ICB) are provided in the BDs.

**2. Objectives:**

The main objectives of the present work are:

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

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

### 3. **Scope of Services:**

The study area is about 60.00SqKms. The scope of services to be rendered is as follows:

- a) Study of Rainfall data and Hydrology for Balasore 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 to po 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 0.20 metre 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 drains 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, Balasore of Department of Water Resources, PWD etc.
- Deficiency analysis from hydraulic and structural point of view
- Enlisting of obstructions, bottlenecks and encroachments
- Rehabilitation plan
- Socio-Environmental impact analysis
- Estimation of flood discharge and Hydraulic design. Estimation and finalizing the Design Discharge of the individual drains.
- Preparation of Longitudinal Sections (LS) and Cross Sections(CS)
- Soil Investigation
- Structural design of drain cross-section depending on the availability of land.
- Detailed estimates with rate analysis based on current SR.
- Preparation of detailed Drawings
- Construction programme to complete the execution within 3years
- Ground water recharging study & its effect.
- Preparation of land schedule and land plan for acquisition of private, Govt. and forest lands to develop the network.
- The DPR should be prepared as per standard guidelines & norms stipulated by Housing and Urban Development Department, Government of Odisha.

- The DPR should be prepared and submitted system wise, i.e. one DPR should be prepared for one Main Drain including all its Secondary and Tertiary Drains in a holistic manner.

#### 4. Review of Existing Situation and Estimate Flows:

- i) Review of existing maps, conduct studies and other related documentation to obtain a better understanding of the drainage system prior to the start of field work. The consultant will search for and obtain maps and records of related past studies at his own cost & risk.
- 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 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, systems, rivers water supply sources etc. pollution and other environmental issues; and identify any gaps in the existing drainage system. Additionally, identify physical constraints to drainage i.e. encroachments into drainage channels; solid waste dumping natural and human made obstructions, including pipe culvert and low level causeways, road and rail over bridges, flyovers, canals, permanent ways, etc.
- 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 Municipal area, denoting catchments basins (including the areas outside municipal boundary), drainage structures and features (including kutchas), 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 the Drainage Master Plan for the 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 Establish Design Principles, Conduct Necessary Surveys, Studies & Prepare Options

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

#### 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 curves 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 60 Square kilometres. 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 metre contour. The TBMs shall be approximately one per one Sq. Km to be located at important junctions and on permanent structures and such other land marks & well documented in an exclusive register. All the documentation will become the property of the Balasore Municipality/ Govt. of Orissa and the consultant have to hand 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 Balasore Municipality detailing the selected options and how they integrate into the overall city drainage plan.
- c) Conduct interactions with the Municipality / Water Resources Engineers / Special Planning Authority (SPA), Balasore and others during the study through power point presentation.

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

#### **: Minimum requirements and concepts:**

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

- ❖ Catchment boundaries and sub-boundaries for each drain shall be identified. The study shall encompass the whole catchment, watershed identified and the drainage system including any area beyond the municipal boundary if happens to be within the catchment, survey of existing drainage network and data relating to Water logging, surface and sub-soil conditions, groundwater levels, tanks spillways, storm water retention structures, pumping, etc. Survey shall include levels at maximum 25 metre intervals longitudinally and at high and low points covering all obligatory points along the proposed drains top and invert levels and sections of existing secondary or tertiary drains joining the proposed drains .
- ❖ For the entire length of all the drains, determine the invert elevation, top of drain and propose cross-sectional flow area for each section of drain duly considering existing culverts /structures.
- ❖ In flat terrain to check not only hydraulic capacity but also retention capacity of drains.
- ❖ Identify opportunities / locations for storm water retention (possible to the minimum extent, if unavoidable) and infiltration within the drainage system.
- ❖ Consider alternative routing for drains to avoid channeling large quantity of water through densely populated areas.

#### **: Out comes and deliverables**

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

## 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 Balasore Municipality 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	1	5 years relevant experience

	Systems and Sewerage Systems with adequate exposure in ULBs		
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 sources by the Consultant at his cost & risk. The consultant shall carry out any tests or investigations for the study only. The consultant shall include the expenses towards collection of information / data etc. in the overall quotation and no extra payment will be admissible for this purpose.

### Capacity building

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

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

## 6. Final Outputs and submittals

### 6.1 Format

- ❖ All final outputs are to be submitted in both hard and softcopies.
- ❖ All survey data, maps, drawings and analysis shall be in appropriately formatted and digitized compatible with Government of India / Odisha standards.
- ❖ Present practices of operation and maintenance including type of tools and equipment available should be analyzed and improvements suggested.
- ❖ Use only A4, A3 and A2 paper sizes of all reports and plans.

- ❖ Plans shall be produced on AutoCAD (or equal application) on appropriate size sheets at appropriate scales to show the city drainage system and its components as defined in each section of the TOR and necessary for understanding of the situation (existing as well as proposed). Reports submitted without satisfactory plans will be considered in-complete.

## 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 findings of this report shall be presented in the workshop.
- IV. Final DPR shall be the report incorporating all comments & compliances of the Departments with final version of all plans (maps).
- V. Necessary software or Programme developed in the preparation of the designs and reports shall also be transferred to the employer along with final reports.
- VI. **The DPRs should be prepared separately for each Main / Primary Drain with its Secondary and Tertiary Drains as a complete system having all details and cost estimate at the prevailing scheduled of rates of Government.**

## 7. Duration and Execution Schedule

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

Sl. No.	Activity / Report	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)	15 days

The project being quite intensive in terms of the number of activities vis-a-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 Balasore Municipality is 60.00 square kilometre. The Professional charges so calculated will be released in the stages 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 60.00 square kilometres 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 Balasore headed by Resident Project Manager. The office must be equipped with all necessary office equipment.

10. All the queries raised by the Balasore 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 office of the Balasore Municipality/ Department of Housing and Urban Development, Odisha / Department of Water Resources, Odisha/ Special Planning Authority, Balasore / 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, sub- 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 Terms of Reference or if it fails to achieve the minimum technical score indicated in the Datasheet.

- 11.1.2 After the technical evaluation is completed the Executive Officer, Balasore 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.16.01.2023** in the Conference Hall, Balasore Municipality, Balasore. Thereafter the date for opening of Financial Bids shall be intimated to the qualified bidder in writing. Consultants' attendance at the opening of financial proposals is optional.
- 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.  $S_f = 100 \times F_m / F$ , in which  $S_f$  is the financial score,  $F_m$  is the lowest price and  $F$  the price of the proposal under consideration.

## **11.2 Quality and Cost Based Selection (QCBS)**

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

**Technical = 0.70 (T)**

**Financial = 0.30 (P)**

## **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 in responding to the TOR	40
A	Understanding of TOR	10
B	Methodology Statement and Approach	20
C	Scheduling / Work plan and resource commitment.	10
3	Qualifications and competence of the Key professional staff for the Assignment. The number of points to be given for qualifications and competence of the key professional staff 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
	<b>Total Points</b>	<b>100</b>

**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 given to 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. 16.01.2023 at 11.00 hrs in the Conference Hall of Balasore 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, Balasore Municipality will function as a study contract coordinator to oversee the study and provide a principal point of contact with the consultant on behalf of the employers.

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

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

-sd-

Executive Officer  
Balasore Municipality

## **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-date 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.

Date of Issue by the employer

Format of requirement to be issued later on.				

**Consultant**

**SECTION - VII**

**FORMS**

**LETTER OF ACCEPTANCE**

From:

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-----  
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To

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-----  
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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, Balasore Municipality for execution of Contract documents.

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

**SCHEDULE – B**

**FORM OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT**

Whereas \_\_\_\_\_ (name of the firm) (hereinafter called 'CONSULTANT') wish to participate in Tender Notice No -----, dated: -----, of Executive Officer, Balasore Municipality (hereinafter called the EO) for (Name of work) '-----'

AND WHEREAS in terms of the Tender conditions the Consultant is required to furnish to the Executive Officer, Balasore Municipality a Bank Guarantee for a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) as earnest money against the Consultant's offer aforesaid.

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

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

We, the \_\_\_\_\_ Bank, \_\_\_\_\_ further agree to that our liability to pay the aforesaid amount is not dependent or conditional on the Executive Officer, Balasore 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, Balasore Municipality.

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

We, the \_\_\_\_\_, undertake not to revoke this guarantee during its pendency/currency except with the previous consent of the Executive Officer, Balasore Municipality in writing.

Station

Name of the Bank

**SCHEDULE – C**

**INCOME TAX PAN NUMBER AND DETAILS OF CLEARANCE**

**SCHEDULE – C1**

**GST REGISTRATION NUMBER AND DETAILS OF CLEARANCE**

**SCHEDULE – D**

**PROJECT EXPERIENCE RECORD**

<b>SI No</b>	<b>Name of Work</b>	<b>Employer</b>	<b>City area/ population</b>	<b>Project Cost</b>	<b>Date of Commencement</b>	<b>Date of Completion</b>
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**SCHEDULE – E**  
**PROGRAMME OF WORK (Activity Schedule)**

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

Name : \_\_\_\_\_

Signature : \_\_\_\_\_

Date : \_\_\_\_\_

(Seal) \_\_\_\_\_ Designation : \_\_\_\_\_

**SCHEDULE - F**  
**SIMILAR PROJECT EXPERIENCE RECORD**

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

### **BIO-DATA OF TECHNICAL PERSONNEL OF THE CONSULTANTWHO WILL BE AVAILABLE FOR THE PROPOSED CONTRACT**

a) Sl.No. :

b) Name :

c) Designation :

d) Qualifications :

e) Duration of employment with Consultant;

f) Years of professional experience:

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

h) Position & Responsibility for the present work

## **FORMAT FOR CURRICULUM VITAE**

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

## SCHEDULE – H

### RECORD OF ARBITRATION & LITIGATION

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

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

Name:

Date:

Signature:

Designation:

Seal of Company

## SCHEDULE – I

### HISTORY OF CRIMINAL CASES

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

Name:

Date:

Signature:

Designation:

Seal of Company

**SCHEDULE – J**

**GENERAL POWER OF ATTORNEY AFFIDAVIT**

By this power of Attorney, I/We ....., S/o.  
..... Aged about ..... Years, R/O.....  
.....

Partners of.....having its registered office at.....

..... hereby appoint .....

Aged about ..... Years S/o. .... as our  
lawful attorney on behalf of the company, to do and execute all or any of the following  
acts, deed and things, that is to say :

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

7. To negotiate, enter into any bargain, do all acts, things or execute any deeds or documents or other instruments or assurances as may be necessary for selling, mortgaging or purchasing any movable or immovable property, from any individual, recognized financial institutions such as Banks, Orissa State Financial Corporation, Industrial Development Corporation etc. and upon such terms as the said attorney may think fit.
8. To institute contest, compound, submit to arbitration all suits proceedings, claims, demands etc. arising in course of or in relation to the aforesaid business.
9. To execute and sign in our name individually or collectively and on our behalf any document, letter or deed in respect of ..... to carry on the business effectively.

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

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

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

Date :



**SCHEDULE – K**

**JOINT VENTURE AGREEMENT (Format)**

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

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

WHEREAS the party of the First Part is a Partnership Firm

WHEREAS the party of the First Part is a Partnership Firm

AND

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

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

for which Tenders have been invited by the Executive Officer, Balasore Municipality vide Tender Notice No..... dated :.....

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

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

**1. Definitions:**

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

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

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

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

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

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

THEEMPLOYER- shall mean, the Executive Officer, Balasore Municipality  
,Balasore for the work as per contract.

**2. Preparation & Submission of Tender:**

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

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

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

**3. The Acceptance of Tender:**

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

**4. Participation:**

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

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

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

**5. Execution and control of Works:**

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

**6. Working Capital and Banking Accounts:**

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

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

**7. Assignment:**

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

**8. Law:**

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

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

SIGNED AND DELIVERED BY

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

Witness:

- 1.
- 2.

## **SCHEDULE – L**

### **AFFIDAVIT**

1. I/We \_\_\_\_\_ certify that the information furnished in forms F, G, H, N, J, K and L are true and agree that my / our Tender shall be rejected if I / we am / are found to have misled or made false representation in the form of any of the Schedules of Supplementary information and / or statements submitted in proof of the eligibility and qualification requirements or if I/ We have a record of poor performance such as absconding from work, works not properly completed as per contract, inordinate delays in completion, financial failure and / or has / have participated in previous Tendering for the same work/s and had quoted unreasonable high Tender premium. In addition I/we shall be blacklisted and the work be taken over invoking clause no 2.9 of the General conditions of contract and conditions of particular application.
2. I/We \_\_\_\_\_ agree to be disqualified for Tendering further works in the Balasore 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 cases are pending against me/us partners at the time of submitting the Tender.
4. I/We \_\_\_\_\_ accept that my / our Tender shall be rejected if any criminal cases are pending against me/us/partners of the firm at the time of submitting the Tender.
5. I/We \_\_\_\_\_ agree that if the history of litigation, criminal cases pending against me/us/Partners furnished by me/us is false, I/We \_\_\_\_\_ will attend by the action taken by the Balasore 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, Balasore 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 Balasore 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 Balasore 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  
BALASORE MUNICIPAL AREA**

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

**-sd-**

**EXECUTIVE OFFICER  
BALASORE MUNICIPALITY**

# **CONTENTS**

<b>A. Tender documentPart-II (Price Bid)</b>	<b>1 –3</b>
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(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,  
Balasore Municipality  
Balasore-756100, Orissa.

Sub: Consultancy Services for “Preparation of Comprehensive Drainage Master Plan & Detailed Project Report for Storm Water Drainage System of Balasore Municipal area–Financial Proposal regarding.

Ref: EOI- Identification No.

Sir,

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 Balasore Municipal Area in conformity with the provisions of detailed scope of work of the tender documents. ( Covering total projected municipal area of approximately 60.00 sq km)	Per One Sq km 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 60.00 sq km). 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, Balasore Municipality.

Consultant

1

Employer

The tender rate is 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, Balasore Municipality.

I/WE hereby distinctly and expressly, declare and acknowledge that, before the submission 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/or 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 becomes necessary such subletting with the permission of the Executive Officer, Balasore 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 from 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, Balasore Municipality as 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, Balasore 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,  
Balasore 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) I/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.:

FaxNo:

## **Terms of Reference (TOR)**

This TOR described in general the basic objective, methodology, scope of work and deliverables in order to complete the assignment on preparation of the Detailed Project Report for drainage system for Balasore Municipality.

### **Storm Water Drainage System:**

#### **1. Objective of the assignment for preparation of DPR:**

The objective of the assignment is to prepare Detailed Project Report for 'Storm Water Drainage System' for the designated ULB.

The proposed assignment shall fulfill the following objectives in general :

- i. Providing a comprehensive description and mapping of the Town storm drain system including unlined channels and ditches ;
- ii. Updating the Town Base map to show locations of public storm drains and facilities, including their size, material of construction, and flow directions ;
- iii. Analyzing rainfall data collected over a period of 25 years, including development of intensity duration frequency (IDF) curves for different storm frequency periods;
- iv. Doing a critical evaluation of the storm drainage and channel systems in order to identify existing and future deficiencies ;
- v. Evaluating deficiencies in the existing storm drainage maintenance program including recommendations for improvement of existing drainage infrastructure to meet future requirements ;
- vi. Recommending appropriate O&M practices so that storm water discharges are managed in accordance with Town Development Plans, and in conformity with the regulations of various agencies, such as the State Pollution Control Board, PHEO etc.

#### **2. DETAILED SCOPE OF WORK FOR PREPARATION OF DETAILED PROJECT REPORT FOR 'STORM WATER DRAINAGE SYSTEM'.**

##### **2.1. First Phase:**

The project preparation shall be done in two phases. In the first phase the **Drainage Master** Plan shall be prepared. The main scope of this phase shall be :

- i. Collection and review of existing information as available with the nodal agencies. The available reports, as –built records, and O&M practices shall be reviewed. Town Land Use Plan prepared from the Town Development Plan, if available shall be collected. Historical rainfall information, existing drainage information, flood prone areas shall be collected. For information about the city and drainage conditions, interaction with concerned authority of water resources, ULBs, public representatives, local residents is to be made to gather essential data to form the building block of the plan;

- ii. Topographical survey & mapping of entire project area with 0.2 meter contour interval and marking therein all important features.
- iii. Identification of areas/ zones where storm drainage system is cross-connected with the sewerage system.
- iv. Identification of other local conditions that may impact the ability of the storm drainage system to avoid flooding.
- v. Field investigations to verify existing storm drainage system, typical cross-sections of storm water channels, roadside drains and culverts, identification, classification of major & primary storm water drains & their present condition and suitability to integrate with the proposed system.
- vi. Collection and analysis of rainfall data and plotting the rainfall intensity duration curve for the city, computer simulation shall be prepared for studying the urban hydrology of the ULB, Frequency of rain fall data shall be 1 yr, 2 yrs, 5yrs, 10yrs, 25yrs and 50 yrs compatible with is opluvial map published by India Meteorological Department.
- vii. Calculation of design flows based on the hydrologic and hydraulic analysis carried out as part of the Drainage Master Plan.
- viii. Identification of system deficiencies, flood prone areas, reasons for flooding'
- ix. Based on above preparation of drainage master plan with identification of all required improvement projects, prioritization of projects and probable construction costs.

## **2.2. Second Phase:**

The second phase of project preparation will be to prepare Detailed Project Report, this will mainly comprises of;

- a) Finalize the major drain length (i) to be built new (ii) to be rehabilitated, during the planning, designing & estimation of the project considering the present spread as well as future anticipated spread envisaged in the master plan area of town by the Municipal Corporation/ Local Development Authorities. The client will only guide the consulting firm in this matter.
- b) Development of short term (1 year duration) action plan comprising of (i) de-silting and garbage removal, (ii) removing weeds, repair of damaged masonry work with plastering etc., (iii) provision of slab covers and (iv) preparation and implementation of operation and maintenance plan for storm water drains; development of long term action plan (3 to 5 year duration) (i) capacity augmentation of existing drains, (ii) major rehabilitation of existing drains i.e. construction of retaining wall, flooring, top cover etc., (iii) construction of new drains, (iv) elimination of cross connection with industrial discharges and sewers.
- c) Undertake detailed hydraulic and structural design of drains derived from rainfall analysis with outfall and cross drainage works if required along with detailed design of storm water pumping stations in flood prone localities to manage flash flood situations;

- d) Detailed estimate of all proposed works on item rate basis using schedule of rates prevalent ;
- e) Prepare detailed drawings of various elements of proposed drainage system on a short term as well as long term basis;
- f) Assess the social impact of the scheme, determine necessary resettlement needs and consider option for avoiding or minimizing such needs, estimate such cost of compensation including land cost, prepare documents for acquisition of lands (ROR land plan) as per Orissa land acquisition Act, rules, policy of latest amendment.
- g) Identify options for Public Private Partnership (PPP) in areas of operation and maintenance that can be implemented within the prevailing organizational, financial, legal framework. Detailed proposal in this respect shall be incorporated.
- h) Review institutional aspects-existing and for project implementation and operation and maintenance;
- i) Assessment of environmental impact during construction of the drainage system and proposed mitigation measures for any adverse effect. To conduct disaster impact assessment studies and include disaster management preparedness in the DPR.
- j) Preparation of bill of quantities, bid schedules and related documentation necessary for invitation of bids for both short term and long term interventions.

### **3. Engineering and Design aspects:**

- a) The provisions mentioned in the CPHEEO manual of Govt. of India shall be followed for different units of drainage system for design year. Design base year for the drainage system shall be considered as 2022. The systems should be in accordance with the design period as per CPHEEO Manuals/ IS specifications/ relevant guidelines/ NRSA Data/ Environment (Protection) Act 1986 etc. All these details shall be customized in to the GIS software.
- b) It should be ensured that the design of project components address sustainability criteria. Individual components should be designed so as to allow cost optimization in the long term. In other words, long- term sustainability must be ensured through design of components that are economical, considering the life cycle costs including capital as well as recurring costs.
- c) At the DPR stage, the consulting firms shall do the Engineering design and drawings in respect of each component with back up calculation sufficient enough to prepare detailed estimates for getting approval of Govt. of Orissa /Government of India / funding Agency. The design of all drainage system shall be done with established computer software (as applicable to the project area) customized to requirement.
- d) The DPR will include all hydraulic designs, structural design, drawings (plans, longitudinal & cross section etc.) of all tertiary/ secondary/primary till disposal points, inspection chambers, pumping stations (if any), siphon, aqueducts, (if any) etc. as stated in 3.2 (h) above.

**The latest guidelines and toolkits of MoHUA, Govt. of India should be referred while preparing the DPR.**



#### **4. Drawings and Maps**

- a) The maps, drawings and database generated during the preparation of DPR are proposed to be integrated in GIS based wastewater management system in future. Keeping this in mind, the consulting firm should generate all maps, drawings, and database in the following compatible formats.
- b) All maps and drawings are to be generated in a suitable scale with necessary geometric accuracy. Not to scale maps should not form a part of DPR. The soft copy of the data generated should be submitted along with the DPR.
- c) All drawings are to be generated using latest AutoCAD version/ESRI platform.
  - Regional scale maps / drawing - 1:25000 or 1:50000 as per requirement.
  - Local area maps – 1:10000
  - Project / scheme maps – 1:2000.
  - Schematic maps geometrically correct and preferably scaled.
- d) Production of overall system maps, site drawings, key drawings etc.

#### **5. Preparation of cost estimate**

- a) Preparation of quantity estimate for each component based on design calculations with item wise detailed specification.
- b) Preparation of cost estimates based on detailed analysis of rates.
- c) The analysis of rates should be as per the current schedule of rates (CSR) for the items covered in schedule & EPM rate. Market rates to be followed for the items not covered in the CSR & EPM. In case market rate is used for analysis, the same should be supported with three quotations and detailed calculations are done in arriving at the rates. The rate analysis shall be as per the latest Odisha State PWD/PHED analysis of rates. No lump sum provision in the estimate is admissible unless indispensable.
- d) Cost estimation of shifting/ repair of other utilities like water pipes, house water supply service pipe, telephone cables, electricity cables & overhead lines transformers etc. shall be based on the latest approved rates of respective authorities.

#### **6. Preparation of bid documents**

- a) To prepare bill of quantities, specifications & bid documents for bidding the above works in two bid system in consultation with ULB Engineer-in-Charge.

#### **7. Financing and implementation structure**

Financial analysis should be undertaken to structure the project. The financial plan would have to indicate various options to meet total financing requirements.

#### **8. Operation and Maintenance (O&M)**

- a) Develop annual O&M plan with estimate for next 5 years.
- b) Proposed annual O&M expenditure

**9. The DPR should also contain the following (if not stated else where) :**

Detailed survey of the drains and their flood plan areas.

- a. Review of existing conditions.
- b. Deficiency analysis from hydraulic and structural point of view.
- c. Enlisting of obstructions, bottlenecks and encroachment
- d. Rehabilitation plan
- e. Socio-environmental impact analysis
- f. Estimation of flood discharge and hydraulic design.
- g. Preparation of Longitudinal Section (LS) and Cross Sections (CS)
- h. Soil investigation
- i. Hydraulic and Structural design of drain cross-section depending on the availability of land. This will include all hydraulic designs, plans, longitudinal section of all laterals, branch/ intercepting, main drains etc.
- j. Detailed estimates with rate analysis based on current SR.
- k. Preparation of detailed drawings.
- l. Construction programme to complete the execution within 2 years.
- m. Ground water recharging study & its effect.
- n. Preparation of land schedule for acquisition of private/Govt./other lands to develop the network.
- o. The interference of existing utilities & their relaying/ realignment shall be taken into consideration while finalizing the system.
- p. PERT/ GNATT chart for implementation.

**10. EXPERTISE AND INPUT**

**10.1 Expertise:**

An engineering consulting firm experienced in preparing DPR for Urban Drainage System is required to conduct the above studies. While engineering skills and experience are the barebones of this work, a general understanding of the present system with institutional arrangement to carry out works is also essential. The following key personnel with stipulated minimum qualifications, skills, knowledge and experience to complete this task shall have to be deployed for the assignment.

The consulting firm shall furnish the details of such personnel and a declaration to the effect that 'the information are authentic and the key personnel in the table below shall continue till completion of the works'.

The details of personnel required shall be as follows;

Sl. No	Person & Task	Minimum Academic Qualification	Minimum Work Experience	No. of personnel required up to two work units.
01.	Resident Project Manager-cum-Team Leader	Postgraduate in engineering with specialization in Water Resources Engineering	7 years relevant experience in drainage works	1

02.	Hydraulic Engineer	Postgraduate in engineering with specialization in Hydrology/ Hydraulics/ Water Resources	5 years experience in hydrologic modelling	1
03.	Senior Surveyor	Diploma in Civil Engineering / Graduate in Civil Engineering	7 years experience in surveying for Diploma in Civil Engineering / 5 years for Graduate in Civil Engg.	1
04.	Quantity surveyor / Document specialist	Graduate in Civil Engineering/ Diploma in Civil Engineering.	3 years relevant experience for Graduate in civil Engg./ 5 years for Diploma in Civil Engg.	As per requirement
05.	Amin	Retd. Amin of State Govt.	Relevant experience.	-do-
06.	Software & Remote sensing systems expert	BCA / B.E in computer science/ Engineering / PG in Remote Sensing.	3 years relevant experience.	-do-

**Note:** Key personnel in serial 1 and 2 above should preferably be in the pay roll of the consulting firm and the CVs of these personnel and others to be deployed by the firm shall be approved by the ULB. As the nature of works involves technical skills, there shall be no relaxation on the quality of manpower required to be deployed for carrying out the tasks. In addition to this, adequate supporting engineers & staff required to carry out the study with all hardware, software, equipment, infrastructural back up shall be provided. The project office shall be well equipped with personnel, hardware, software, vehicles, latest precise equipment etc. to handle the work. The authority reserves the right to check the office set-up of the consulting firm. The CVs of all the personnel from Sl. 1 to 6 shall be provided by the consulting firm. Evaluation shall be done on CVs provided.

## 10.2 Input

- a. The Mechanical Engineer will oversee the survey work conducted by the consulting firm for random verification of the levels, etc. The consulting firm shall make necessary arrangement for the verification by regular visit to sites during survey as well as to the site office of the consulting firm.
- b. Current Schedule of Rates, PH & PWD analysis of rates with latest updates of the Government of Orissa shall be provided / may be downloaded by consulting firm from Govt. of Odisha web site.
- c. Some useful information/map of the ULB is annexed in the RFP document. However, the information/ data so provided are provisional. The consulting firm shall have to collect and confirm these data at his responsibility, for use in the preparation of DPR.
- d. All the required data, information, maps and plans shall be obtained from the concerned department/ authorities or any other sources by the consulting firm with guidance from the ULB, if desired by the consulting firm. However, it is advised that the consulting firm should not rely too much on the above data, which are treated as

secondary and develop the core primary data instead to avoid discordance and mismatch in data.

- e. Any tests or investigations/ geo-technical investigation/ Remote Sensing/ Survey for the study shall be carried out by the consulting firm only. **The consulting firm shall include all expenses towards such collection of information/ data etc. in the overall quotation and no extra payment will be admissible for this purpose.**

## **11. Presentations**

The consulting firm shall have to make several power point presentations at different stages before different forums, not less than that specified below. There may be more presentations if required. The cost involvement for all such above presentations has to be included in the offer.

### **1) Inception Report:**

Two presentations at Municipality level.

### **2) Master Plan Phase :**

- i. Presentation of important technical memorandum i.e. after completion of survey, after population projection, different design criteria of drainage system etc. and recommendations as envisaged in the master plan phase. A minimum two presentations shall be made and the venue shall be finalized by the ULB.

### **3) Detailed Project Report Phase:**

- i. Draft Detailed Project Report: One Presentation at Municipality level. Based on the comments, the consulting firms shall suitably modify the DPR and the cost of the exercise shall be within the price offered / approved.
- ii. Final Report on Detailed Project Report: One presentation before the OWSSB and one at Government level for clearance.

## **12. FINAL OUTPUTS AND SUBMITTALS:**

### **12.1 Format:**

- 1) Any survey data and analysis formatted and digitized shall be compatible with the standards specified in the detailed scope of work in preceding paragraphs & Government of Orissa standards.
- 2) Use only A4, A3, and A2 paper sizes for all reports and plans.
- 3) Plans shall be produced on AutoCAD (or equal application) on appropriate size sheets at appropriate scales to show the drainage system and its components as defined in each section of the ToR and necessary for understanding of the situation (existing and proposed). Reports submitted without satisfactory plans will be considered as incomplete.

## 12.2 **Submittals:**

During the study period the consulting firm shall make inter-alia the submittals, as indicated below;

- 1) Inception Report shall consist of Project Appreciation, Methodology of work, data formats, work program, Project area maps etc.
- 2) Report relating to Master Plan 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 and parameters, costing based on line-estimates as illustrated in the scope of first phase.
- 3) Draft Final Report shall be a complete report containing all the information required in the tasks listed in the detailed scope of work above, and support calculations and maps (plans). The findings of this report shall be presented to the requirement of the ULB.
- 4) Final Report shall be the report incorporating all comments of the ULB with final version of all plans (maps). Necessary software or programs developed in the preparation of the designs and reports shall also be transferred to ULB along with final reports.

## 13. **DURATION OF THE ASSIGNMENT:**

Duration for preparation of DPRs shall be 6 months.

During this period the consulting firm shall submit a number of reports, technical memorandums, draft and final reports for the consideration of the ULB as per the requirement.

### **Activity Schedule in the designated ULB:**

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

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

**14. Payment Break-up based on Deliverables :**

Sl. No	Activity/ Deliverable	Payment Break-up in %
1.	Inception Report & work plan (5HC + Pen Drive) a) On submission b) On presentation and submission of compliance to observations.	2%
<b>Master Plan Phase (1<sup>st</sup> Phase)</b>		
2.	Submission of survey & investigation report with drawings, technical memorandums and final presentation of Master Plan Recommendations (5 HC + Pen Drive)	20%
3.	Presentations and after compliance to the comments/ observation. (Correction slips + Pen Drive)	13%
<b>Detailed Project Report Phase (2<sup>nd</sup> Phase)</b>		
4.	Submission of detailed design & drawings, Submission of estimate with analysis of rates, Submission of draft detailed project report, (5 HC + Pen Drive)	10%
5.	Presentations and after compliance to the comments/ observations. (Correction slips + Pen Drive)	10%
6.	Submission of final report and detailed project report with bid document and bill of quantity (5 HC + Pen Drive)	35%
7.	Presentation, modification as required for approval of the DPR by GoO (5 HC + Pen Drive)	10%
	<b>Total:</b>	100%

**15. Monitoring of the work:**

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

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

**16. Bidding eligibility / Capacity :**

- i) The firm should have completed detailed project report for drainage system costing not less than Rs. 30 crore under any State Govt. or Union Territory of India/ Municipal Corporations in the past 5 (five) years. **The DPRs so prepared should have been accepted by the concerned authority and photocopy of certificate declaring completion of DPR by an officer not below the rank of Executive Engineer should be furnished duly attested by a Notary and signed by the consulting firm.**
- ii) The work order for such work should be enclosed to confirm the duration of completion period.
- iii) The firm should have required manpower as stipulated in this ToR
- iv) The Curriculum Vitae of proposed professional staff for all assignments should be furnished in the form stated in RFP (as mentioned in ToR).