

Request for Proposal (RFP)

for

Empanelment of Consultants for “Preparation of Detailed Project Report for different projects of Cuttack Development Authority”



CUTTACK DEVELOPMENT AUTHORITY

Arunodaya Bhawan, Link Road, Cuttack – 12
Phone 0671-2312299, E-mail: cda.cuttack@nic.in

Notice Inviting Request for Proposal

Separate proposals are invited from reputed Agencies/Firms/Consultants for **Preparation of DPR (Detailed Project Report) for different projects of Cuttack Development Authority.**

The Proposal along with required documents should be submitted to **Secretary, CDA** by Speed Post/Registered Post/Courier latest by **31/03/2021** up to 3 P.M. The RFP can be downloaded from web site <http://www.cdacuttack.nic.in>. EMD and **Rs. 11,800/-** as Cost of RFP shall be submitted in the form of Demand Draft of any Nationalized/ Schedule Bank drawn in favor of **“Cuttack Development Authority, Cuttack”**, payable at Cuttack. The **Secretary, CDA**, reserves the right to change the terms & conditions; select/ reject any application without assigning any reason thereof.

All the amendment/ corrigendum or related information regarding this RFP process will be published on departmental website only, so hereby prospective bidders are advised to visit the same on regular basis.

Secretary
Cuttack Development Authority,
Cuttack

1. Disclaimer

The information contained in this Request for Proposal ("RFP") document provided to the Bidder(s), by or on behalf of Cuttack Development Authority (CDA) for their employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

The purpose of this RFP document is to provide the Bidder(s) with information to assist the formulation of their Proposals. This RFP document does not purport to contain all the information each Bidder may require. This RFP document may not be appropriate for all persons, and it is not possible for CDA, their employees or advisors to consider the business/investment objectives, financial situation and particular needs of each Bidder who reads or uses this RFP document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and where necessary obtain independent advice from appropriate sources. CDA, their respective employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document.

CDA may, in their absolute discretion, but without being under any obligation to do so, update, amends or supplements the information in this RFP document. Updated RFP document will only available in referred departmental website.

2. Key Information and Event Schedule

Empanelment of Consultants for “Preparation of DPR for different projects of Cuttack Development Authority”

Web Address to download the RFP	http://www.cdacuttack.nic.in
Last Date of Receipt of Pre-Bid Query	Date: 08/03/2021 Bid Query shall be sent through mail only to cda.cuttack@nic.in & swasti.das@ap.jll.com
Date of Pre-Bid Meeting	Date: 09/03/2021; Time: 15:00 hrs Conference Hall, Cuttack Development Authority, Arunodaya Bhawan, Link Road, Cuttack – 12 Phone 0671-2312299, E-mail: cda.cuttack@nic.in
Last date and time of Submission of Bid (Bid Due Date)	Up to Date: 31/03/2021 Till 15:00 hrs
Mode of Submission of RFP	Through speed post /registered post/courier only. Note:- No drop box facility will be available and hand delivery is not allowed.
Opening of Technical Bid	At 16:00 hours on Date 31/03/2021
Date of Technical Presentation	To be intimated later.
Cost of RFP Document	Rs. 11,800/-Demand draft in favor of “ Cuttack Development Authority, Cuttack ”, payable at Cuttack
Earnest Money Deposit	Should be in form of Demand Draft of Rs. 25,000 (Rupees Twenty Five Thousand Only) with Proposal In favour of “ Cuttack Development Authority, Cuttack ” Payable at Cuttack.
Validity of proposal	180 Days.
CDA contact for further information	Name: Er. Narad Ch Rath , Engineer Member (I/C) Contact No: 7750930876 CDA PMU Cell: 9937022079
Address where Bidders must send proposal	The Secretary Cuttack Development Authority Arunodaya Bhawan, Link Road, Cuttack – 12 Phone 0671-2312299, E-mail: cda.cuttack@nic.in

Note:

1. *The date of Presentation shall be intimated to the Bidder/s well in advance through EMAIL or Telephone.*
2. *CDA reserves the right to make changes to the Schedule of Bidding Process. Please visit referred website for the same.*

3. Amendment of Proposal Documents

The amendments in any of the terms and conditions including technical specifications of this document will be notified by publishing it on Departments official website <http://www.cdacuttack.nic.in> only and will be binding on them, it is therefore all bidders are required to regularly visit official website.

4. Introduction

The Cuttack Development Authority (CDA) has been constituted vide Housing and Urban Development Department Notification No: 37634/HUD, dated 31.08.1983 under the provisions of the Orissa Development Authorities Act, 1982 w.e.f. 01.09.1983 to provide residential and commercial facilities to the increased demand of population. Apart from this, CDA is also responsible for development of various projects i.e. preparation of Master/ Development Plan, Site & Services schemes, Affordable Housing, Parks/ Open Space development, Smart Park etc.

Further under Affordable Housing Scheme, Ministry of Housing and Urban Poverty Alleviation (MoHUPA) has launched "Housing for All" Mission through Pradhan Mantri Awas Yojana for Urban Area to be implemented during 2015 to 2022 as a Centrally Sponsored Scheme.

5. Objective of the Empanelment

Cuttack Development Authority(CDA) requires the services of suitably qualified and registered Architectural/Technical Consultants to provide comprehensive Technical Consultancy Services including Planning, Landscaping, Beautification, Soil Investigation, Total Station Survey, Architectural Layouts/ Plans, Structural Designs, preparation of DPR under PMAY, Design of support services like Electrical, PH and Cost Estimates & other technical services etc. for various projects of CDA within Cuttack Development Area. CDA intends to empanel Technical Consultants for development of such projects.

The consultants will carry out a multi-stage exercise to formulate the DPR in close collaboration with CDA/CMC.

6. Terms of Reference (TOR) & Scope of Services

a. General

The Cuttack Development Authority (CDA) seeks the services of qualified technical firms for preparation of detailed project report for different projects CDA propose to take up. The Terms of Reference "TOR" for this assignment are specified below;

b. Scope of Work

The Consultant shall carry out assignments mainly but not limited to Smart Parks, Affordable Housing, Integrated Residential cum Commercial Complex, EPC projects etc.

The following broad scope of work has been earmarked for the Agency:

The scope of work is divided into 2 parts;

Part-1: Preparation of Detail Project Report (DPR)

Part-2: Bid Process Management and Technical & Financial Supervision

Part-1:

Project Conceptualization - The agency is expected to conceptualize the idea for the proposed assignment. The Concept should clearly earmark the elements that could be developed on the given land parcel and detail out the same in the DPR.

In-Principle Approval- The agency to submit a short proposal as required by Vice Chairman, CDA for taking in-principle approval.

Detailed Project Report – A detailed techno-economic feasibility study needs to be carried out by the agency to understand the cost of development and the assets that need to be created within Project. The scope of such a study could be as follows:

- Preparation of Master plan of the project
- Cost Estimates and Financial Aspects etc.
- Bar Chart for Schedule of implementation of works
- An Operation & Maintenance structure for the proposed assignment
- Facilities to be considered as per Scheme requirement along with following minimum infrastructure:
 - Common facility building
 - Roads
 - Storm water drainage system
 - Illumination

- 33/11 KV Substation with distribution network
- Gate & gatehouses
- Technical and financial feasibility for the project
- Project Structuring – The basis on which the project would be developed
- Assist Vice Chairman, CDA for clarifying the queries raised on the DPR.
- Necessary follow-ups on behalf of CDA for final approval of the Project from H&UD/OUHM, Odisha till the receipt of final grant-in-aid and closure of the project.

Note: A draft DPR should be submitted prior to final approval from Vice Chairman, CDA. Later, final DPR in five hard copies, A0 size Master Plan 5 copies along with 1 No. of Soft Copy (Pen drive) should be submitted.

Part 2:

Bid Process Management–

- After successful completion of preparation, submission of DPR and final approval of the Project from Vice Chairman, CDA the execution for the work of Bid Process Management will be awarded through separate Work Order. However, CDA reserves the right to cancel/ reject the selected bidder for execution of the work of Bid Process Management and supervision of works if at any time the bidder is found to be unreliable, or the project is abandoned for the reason not within the Control of CDA. Performance security of the bidder will be forfeited if at any time the bidder is found to be unreliable. However, 50% of Performance security will be returned otherwise will be adjusted with the progress of works of running bill in case the project is abandoned for the reason not within the Control of CDA as detailed in Force Majeure.
- Preparation of Bid documents for the above assignment.
- Preparation of EOI/Request for Qualification/Request for Proposal documents - The agency is required to prepare a detailed EOI/RFQ/RFP document as the case may be for selecting a private sector contractor/s to undertake the construction of various facilities as approved by CDA. The documents should ensure transparency and incorporate all provisions of bid process as prescribed by the Government of India and/or Government of Odisha.
- Preparation of contractual document – The agency will be required to prepare the contractual document for signing with the selected private sector contractor/s who would undertake the construction works.
- Preparing the Notice Inviting Tender

Technical & Financial Supervision of works:

The agency shall be required to work/monitor during the construction phase till the completion of all works, testing and commissioning of various facilities, equipment, machineries etc. till commissioning of the project including obtaining approvals from various authorities regarding norms & standards adopted during construction phase.

The services of agency shall inter-alia include:

- Detailed engineering for specific works contracts to be determined by CDA
- Preparation of Master Plan, Detailed Designs & Drawings for the works contract and preparation of Bid Documents.
- Checking layout at site for all facilities.
- Ensure implementation of the Quality Assurance/ Quality Control Plan.
- To take measurement and approve Running Account Bill of Contractors.
- Monitoring, attending meetings as per CDA.
- Preparation of Monthly progress review Power Point Presentation (PPT) as required by CDA.
- Attending Pre-Delivery Inspection (PDI) for release of machinery by the agency along with CDA. The necessary expenses of out-station to be borne by the agency.
- Preparation of weekly, monthly and Quarterly progress reports and submission of reports to CDA.
- Supervision of work on regular basis.
- Attending progress review meetings.
- Preparation of Work wise specification and bar chart for micro/macro planning.
- Dealing with problems relating to site conditions, specifications and drawings.
- Witnessing various field tests on completion of construction and issuing completion / provisional certificates.
- Preparation of manual for review, inspection and monitoring of O&M.
- Preparation of as-built drawings after completion and commissioning of project within 30 days. As-built drawing submission should be A0 size/readable size of 5 color copies of each drawing to Vice Chairman, CDA.

Closure of the Project:

The agency shall discharge its duties in a fair, impartial and efficient manner, consistent with the highest standards of professional integrity and good industry practice and submit necessary Project Closure Report after completion each activity as per approved DPR.

7. Annexure B: Bid Data Sheet (BDS) and Instructions to Consultants

S. No.	Bid Data Sheet
1.	Name of the Client: Cuttack Development Authority
2.	Method of selection: Evaluation of the Technical proposals will be based on point scoring methodology
3.	Financial Proposal to be submitted together with Technical Proposal: NO
4.	Title of Consulting Service is: "Preparation of Detailed Project Report for different projects of Cuttack Development Authority"
5.	Proposals must remain valid for 180 days after the submission date indicated in this Bid Data Sheet.
6.	The Consultant is required to include with its proposal written confirmation of authorization to sign on behalf of the Consultant: Yes
7.	Joint Ventures or Consortium are permissible: No
8.	<p>Bidders Eligibility Criteria: Applicable</p> <p>1) Consultants shall have minimum average annual turnover of 75 Lakhs over the last three Financial Years (2017-18, 2018-2019 and 2019-2020). Consultants must ensure that evidence of eligibility criteria of turnover in the form of audited financial statements for the last three financial years together with the Auditors' Report must be enclosed with their Technical proposal.</p> <p>2) Consultants should have experienced of DPR preparation for at least 5 project in the category of similar projects* during last 5 years (2015 to 2020). Consultants should submit copies of Certificates from client for the same.</p>
	<p>*Category for Similar Projects are:-</p> <p>Firm or its team leader/project manager should have experience of preparation of minimum 2 DPR of project cost more than 15 Crore each for Affordable Housing Projects or Smart Parks or Integrated Township or Integrated Residential Housing cum Commercial Complex, EPC Projects.</p>
9.	The Consultant must submit one original copy of the Technical Proposal
10.	Technical Proposals are to be submitted in separate sealed envelopes and then enclosed in a single sealed envelope.
11.	Technical Proposals should be clearly marked TECHNICAL PROPOSAL for " Preparation of DPR for different projects of Cuttack Development Authority " – [DO NOT OPEN EXCEPT IN THE PRESENCE OF THE EVALUATION COMMITTEE].

12.	An EMD must be submitted: Not at the time of submission of proposal but yes on issuance of work order
13.	Format for EMD will be Bank draft favoring “ Cuttack Development Authority, Cuttack ” and drawn on a Scheduled Commercial/Nationalized Bank payable at Cuttack.
14.	A Performance Security is to be submitted by the winning Bidder: Yes
15.	If yes, the amount will be 10% of the contract value; this may be provided in the form of Demand Draft favoring “ Cuttack Development Authority, Cuttack ” and drawn on a Scheduled Commercial/Nationalized Bank payable at Cuttack. EMD shall be released within 15 days on submission of Performance Security.
16.	Proposals must be submitted no later than as mention in schedule.
17.	Address for submission of Proposals; The Secretary Cuttack Development Authority Arunodaya Bhawan, Link Road, Cuttack – 12 Phone 0671-2312299, E-mail: cda.cuttack@nic.in
18.	Expected date for public opening of Technical Proposals: As mention in schedule.

8. Evaluation of the proposal will be based on the marks given below;

Evaluation of Technical Bid:

S.N	Criteria	Score	
1.	Experience of undertaking similar assignments * Firm or its team leader/project manager should have experience of preparation and implementation of minimum 5 DPR with project cost of 50 crore each	20	
	2 DPR of Project cost more than 15 crores each		10
	One additional DPR of project cost more than 25 crores and up to 50 crores		5
	One additional DPR of project cost more than 50 crores		5
2.	Experience of Similar Projects as described above for Odisha state.	5	
3.	Experience of Affordable Housing Projects	10	
4.	Experience of Parks/Smart Parks	5	

5.	Experience of EPC Projects	5
6.	Experience of Integrated Residential cum Commercial or Commercial Projects	10
7.	Team Structure & Personnel (CVs)	10
8.	Completion Certificate for all the work orders**	5
9.	Approach, Methodology and Work plan (Submission & Presentation)	30
Total		100

***Consultants should submit copies of Certificates from client as documentary evidence for Experience of undertaking similar assignments of each category.**

****Consultants shall be awarded 5 marks only if all the work orders are backed by completion certificate else zero.**

Technical Score (Ts): The Technical marks of participants shall be as per the point scoring methodology. CDA may include a panel of experts to evaluate the technical presentation. The bidders shall be invited for a PowerPoint presentation in front of the committee.

Top 5 (five) bidders who secure more than 70 Marks shall be considered as technically qualified bidder for being Empanelled.

9. Instructions to Consultant

Introduction	<p>1.1 The Consultant is invited to submit a Technical Proposal, as specified in the Bid Data Sheet. The Proposal shall be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.</p> <p>1.2 The Consultant shall bear all costs associated with the preparation and Submission of its Proposal and contract negotiation</p> <p>1.3 The Client is not bound to accept any Proposal, and reserves the right to annul the selection process at any time prior to award of Contract without thereby incurring any liability to the Consultant.</p> <p>1.4 Consultant can submit only one proposal; multiple proposals will be rejected.</p>
Eligible Consultant	<p>1.5 A Consultant may be a natural person, private/Govt. entity as Partnership, Proprietary, or a Company incorporated under Indian Companies Act 1956, which is eligible as per the eligibility criteria's specified in the Bid Data Sheet.</p> <p>1.6 Government-owned enterprises in India may participate as a bidder only if they can establish that they: a) are legally and financially autonomous, b) operate under commercial law, and c) are not dependent agencies of CDA, GoO, MoHUPA, Gol.</p>

	<p>1.7 A firm or individual declared ineligible by the Government of India or GoO or its departments and subsidiaries shall be ineligible to submit RFP provide consulting services under GoO.</p> <p>1.8 Consultant shall provide such evidence of their continued eligibility satisfactory to the Client, as the Client shall reasonably request.</p>
Disclosure	<p>1.9 Consultants have an obligation to disclose any actual or potential conflict of interest. Failure to do so may lead to disqualification of the Consultant or termination of its Contract.</p> <p>1.10 Consultant must disclose if they are or have been the subject of any proceedings (such as blacklisting) or other arrangements relating to bankruptcy, insolvency or the financial standing of the Consultant, including but not limited to appointment of any officer such as a receiver in relation to the Consultant's personal or business matters or an arrangement with creditors, or of any other similar proceedings.</p> <p>1.11 Consultant's must disclose if they have been convicted of or are the subject of any proceedings relating to:</p> <ul style="list-style-type: none"> a) a criminal offence or other serious offence involving the activities of a criminal organization, or where they have been found by any regulator or professional body to have committed professional misconduct; b) corruption including the offer or receipt of an inducement of any kind in relation to obtaining any contract, with CDA or any other donor of development funding, or any contracting Agency; c) Failure to fulfill any obligations in any jurisdiction relating to the payment of taxes or social security contributions.
Anticorruption	<p>1.11. A recommendation for award of Contract will be rejected if it is determined that the recommended Consultant has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question; in such cases CDA will declare the Consultant either indefinitely or for a stated period of time and Consultants will be blacklisted</p>
Only one Proposal	<p>1.12. Consultants should submit one proposal only, if a consultant submit more than one proposal for same proposals shall be disqualified.</p>

Clarification of RFP Documents	<p>2.1 Consultants may request clarification of any of the RFP documents up to a specified number of days before the submission date as indicated in the Bid Data Sheet. Any request for clarification must be sent in writing, including by standard electronic means, to the Client's Representative whose address is provided in the Bid Data Sheet. The Client will respond by standard electronic means within the period specified in the Bid Data Sheet, and will send written copies of the response (including an explanation of the query, without identifying the source of inquiry) to all Consultants who have formally</p>
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	<p>indicated that they intend to submit a Proposal. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure set out under Clause 2.2.</p>
<p><i>Amendment in RFP Documents</i></p>	<p>2.2 At any time before the submission of Proposals, the Client may amend the RFP by issuing an addendum in writing, including by standard electronic means.</p> <p>2.3 Any addendum will be sent to all Consultants who have purchased the RFP Document and will be binding on them. Consultant shall acknowledge receipt of all amendments in writing, including by standard electronic means, in order to remain eligible.</p> <p>2.4 To give Consultant reasonable time in which to take an addendum into account in preparing their Proposals, the Client may, at its discretion, extend the deadline for the submission of the Proposals, pursuant to Clause 5.32 and 5.33</p>
<p><i>Preparation of Proposals Language of Proposals</i></p>	<p>3.1 The Proposal and all related correspondence exchanged between the Consultant and the Client shall be written in the English language. Supporting documents and printed literature that are part of the Proposal may be in another language provided they are accompanied by an accurate translation of the relevant passages in English (if the Language is other than Odia), in which case, for the purposes of interpretation of the Proposal, the translated version shall govern.</p>
<p><i>Cost of Bidding</i></p>	<p>3.2 The Consultant shall bear all costs associated with the preparation and submission of its Proposal. The Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.</p> <p>3.3 Alternative experts shall not be proposed, and only one curriculum vita (CV) may be submitted for each position as specified in the Annexure B (Technical B3) – TOR and Bid Data Sheet.</p>
<p><i>Full-time Employees</i></p>	<p>4.1 It is desirable that the Team Leader or expert proposed as Team Leader is working on contract/ as a regular full-time employee/associated with the Consultant. A regular fulltime employee is defined as a person who, on the date of submission of the Consultant’s Proposal:</p> <ul style="list-style-type: none"> a) is currently employed under a contract or agreement of employment with the Consultant; b) Has been employed by the Consultant for the 6 consecutive months immediately preceding the date of submission of the Proposal. c) is entitled to receive regular remuneration and benefits from the Consultant; and d) is engaged to work for the Consultant for the number of hours per day and days per year considered the norm in the country of employment or in the country in which the person is assigned.

Instructions for submission of Proposal	<p>5.1 These instructions should be read in conjunction with information specific to the consulting services contained in the Covering Letter, Bid Data Sheet and accompanying documents.</p> <p>5.2 Proposals must be received before the deadline specified in the Bid Data Sheet to tender. Proposals must be submitted to the address specified on the Bid Data Sheet and delivered on or before the time specified in the Bid Data Sheet.</p>
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Documents comprising the Proposal	<p>5.3 Consultant shall submit simultaneously one sealed envelope containing the Technical Proposal unless otherwise specified in the Bid Data Sheet enclosed together in an outer single envelope. The Technical Proposals will be opened at the date and time specified in the Bid Data Sheet.</p>
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Technical Proposal (see Annexure B)	<p>5.5 The Technical Proposal shall contain the following;</p> <p>Section 1: Covering Letter, (Form Tech B1);</p> <p>Section 2: Experience/ Capacity of Firm to undertake tasks including Eligibility Fulfillment with documentary evidence, GST and Income Tax Registration, Certificate of Financial Capability (Form Technical 5), Audited Balance sheets with certified Auditors Reports for last three financial years(2017-2018, 2018-2019 and 2019-2020), Empanelment's and Registrations of Consultant etc.;</p> <p>Section 3: Project detail sheets outlining previous experience of the firm in similar projects for each type of category mentioned in Bid Data Sheet completed during the last Five years (2015 to 2020) (in prescribed format) (Form Technical B2);</p> <p>Section 4: Technical Response including general approach, methodology, work plan, personnel schedule, and qualifications to ToR, including charts and diagrams;</p> <p>Section 5: CVs of personnel to work on this project (in the CV please include name of staff, nationality of staff, profession/designation of staff, proposed position in the team, whether employee of the firm, number of years with the firm, key qualifications, education, experience and languages known), (Form Technical B3);</p> <p>Section 6: List of proposed expert team leader and summary of CV (Form Technical B4);</p> <p>Section 7: Matters not appropriate in any other section. This includes: written confirmation authorizing the signatory of the Proposal to commit the Consultant; Letter of Authorization, disclosures, if any; and Declaration of conflict of interest, if any.</p>
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	<p>Section 7 should not include any promotional material, brochures, etc. An authorized representative of the Consultant shall initial all pages of the Technical Proposal.</p> <p>5.6 No mention of your commercial response should be made anywhere in the Technical Proposal, unless specified in the Bid Data Sheet; no confirmation will result in automatic disqualification of the Consultant's Proposal.</p>
Submission	<p>5.10 Consultants are expected to carefully review the contract provisions attached in the RFP for preparation of their Technical Proposals.</p> <p>5.11 The Consultant shall submit Technical Proposals using the appropriate submission sheets provided in Annexure B: Technical Proposal Submission Forms. These forms must be completed without any alteration to their format, and no substitutes will be accepted. All fields shall be completed with the information requested.</p> <p>5.12 Consultants are required to submit their Technical Proposals in hard copy, as specified in the Bid Data Sheet. The number of hard copies to be submitted is specified in the Bid Data Sheet.</p>
Taxes	<p>5.13 The Consultant will be paid GST as applicable time to time over and above fees quoted.</p>
Proposal prices	<p>5.14 All prices should be valid for the duration specified in the Bid Data Sheet.</p> <p>5.15 All prices quoted should be inclusive of the price structure if specified in the Bid Data Sheet.</p> <p>5.16 Prices quoted by the Consultant shall be fixed during the Consultant's performance of the Contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet or Standard Contract Document.</p>
Currency of the Proposal	<p>5.17 Proposal prices shall be quoted in Indian Rupees as specified in Bid Data Sheet</p>
Proposal validity	<p>5.18 Proposals shall remain valid for the period specified in the Bid Data Sheet commencing with the deadline for submission of Technical Proposals as prescribed by the Client.</p> <p>5.19 A Proposal valid for a shorter period shall be considered nonresponsive and will be rejected by the Client.</p> <p>5.20 In exceptional circumstances, prior to the expiration of the proposal validity period, the Client may request Consultant to extend the period of validity of their Proposals. The request and the responses shall be made in writing. A Consultant may refuse the request. A Consultant granting the request shall not be required or permitted to modify its Proposal.</p> <p>5.21 During the Proposal validity period, Consultant shall maintain the availability of experts nominated in the Proposal. The Client will make its best effort to complete negotiations within this period.</p>

<p>Format and Signing of Proposals</p>	<p>5.22 These instructions should be read in conjunction with information specific to the assignment contained in the Letter of Invitation, Bid Data Sheet, Annexures and other accompanying documents.</p> <p>5.23 Technical Proposals (as specified in the Bid Data Sheet) shall be placed in an envelope clearly marked 'TECHNICAL PROPOSAL'.</p> <p>5.24 The Technical Proposal Proposals shall be submitted in Hard Copy only</p> <p>5.25 The Financial Proposal : Not Applicable</p> <p>5.26 These envelopes should be sealed separately. If the Financial Proposal is enclosed in the envelope marked 'Technical Proposal', and vice versa, or is not sealed as per Clause 5.30, the Proposal will be rejected.</p> <p>5.27 The Technical Proposals shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Consultant. This authorization shall consist of a written confirmation and shall be attached to the Technical Proposal. The name and position of each person signing the authorization must be typed or printed below the signature. All pages of the Proposal, except for not amended printed literature, shall be signed or initialed by the person signing the Proposal.</p> <p>5.28 Any inter lineation, erasures, or overwriting shall be valid only if signed or initialed by the person signing the Proposal.</p> <p>5.29 All bids must contain original copies of the Technical Proposal as described in the Bid Data Sheet</p>
<p>Sealing and marking of Proposals</p>	<p>5.30 The envelopes containing the Technical Proposal shall be sealed in an outer envelope. This outer envelope shall be sealed, and signed over the seal, and will be clearly labeled with and as per the instructions in Bid Data Sheet: I. Title of Consulting Services; ii. RFP Number; iii. Deadline for Submission; and iv. Address of the Consultant In addition, envelopes shall bear the following directions:</p> <p>v. Address for submission of Proposals as specified in the Bid Data Sheet. vi. On outer envelope containing Technical Proposals: 'DO NOT OPEN EXCEPT IN THE PRESENCE OF THE EVALUATION COMMITTEE'. vii. On inner envelopes containing the Technical proposal:, 'DO NOT OPEN BEFORE 16:00 hours on Date 31/03/2021;</p> <p>5.31 If any envelope is not sealed and marked as instructed, the Client will assume no responsibility for the misplacement or premature opening of envelopes.</p>

<i>Deadline for submission of Proposals</i>	<p>5.32 Proposals must be submitted to the address specified on the Bid Data Sheet and delivered on or before the time specified in the Bid Data Sheet.</p> <p>5.33 The Client may, at its discretion, extend the deadline for the submission of Technical Proposals by amending the RFP in accordance with Clause 2.2, in which case all rights and obligations of the Client and Consultant subject to the previous deadline shall thereafter be subject to the deadline as extended.</p> <p>5.34 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Client on any matter related to its Technical Proposal. Any effort by Consultant to influence the Client in the examination, evaluation and ranking of Proposals, and recommendation for award of Contract, may result in the rejection of the Proposal.</p>
<i>Late Proposals</i>	<p>5.35 The Client will not consider any Proposal that arrives after the deadline prescribed by the Client for submission of Proposals in the Bid Data Sheet. Any Proposal received after the respective deadline for submission shall be declared late, rejected, and returned unopened to the Consultant.</p>
<i>Withdrawal Proposals</i>	<p>5.36 A Consultant may withdraw its Proposal after it has been submitted by sending a written Withdrawal Notice, duly signed by an authorized representative, and including a copy of the authorization document.</p> <p>The Withdrawal Notice must be:</p> <ul style="list-style-type: none"> a) submitted in accordance with Clause 5.30 and the respective envelopes shall be clearly marked 'WITHDRAWAL'; and b) Received by the Client prior to the deadline prescribed by the Client for submission of Proposals. <p>5.37 Proposals that are withdrawn in accordance with Clause 5.36 shall be returned unopened to the Consultant.</p> <p>5.38 No Proposal shall be withdrawn in the interval between the deadline for submission of Proposals and the expiration of the period of Proposal validity specified in the Bid Data Sheet or any extension thereof, except in the case of a request by the Client to extend the Proposal validity.</p>
<i>Opening Proposals</i>	<p>6.1 The Client will open Technical Proposals in the presence of Consultant representatives who choose to attend, at the address, date and time specified in the Bid Data Sheet.</p>
<i>Opening of Technical Proposals</i>	<p>6.2 First, envelopes marked 'WITHDRAWAL' will be opened, read out, and recorded, and the envelope containing the corresponding Technical Proposals will not be opened, and will be returned unopened to the Consultant. No Proposal shall be withdrawn unless the corresponding Withdrawal Notice contains a valid authorization to request withdrawal and is read out and recorded at the opening of Technical Proposals</p> <p>6.3 All remaining envelopes holding the Technical Proposals shall be opened one at a time, and the following read out and recorded:</p> <ul style="list-style-type: none"> I. The name of the Consultant; and

	<p>II. Any other details as the Client may consider appropriate.</p> <p>6.4 Only Technical Proposals read out and recorded at Proposal opening shall be considered for evaluation. No Proposal shall be rejected at the opening of Technical Proposals except for late Proposals, in accordance with Clause 5.35.</p> <p>6.5 The Client shall prepare a record of the opening of Technical Proposals that shall include the name of Consultant and indicate whether there is a withdrawal. The Consultant' representatives who are present will be requested to sign the record. The omission of a Consultant's signature on the record shall not invalidate the contents or effect of the record. A copy of the record will be distributed to all Consultants in writing or through standard electronic means.</p>
<i>Evaluation of Proposals</i>	7.1 Information relating to the examination, evaluation, comparison, and post qualification of Proposals, and recommendation of Contract award, shall not be disclosed to Consultant or any other persons not officially concerned with such processes until information on Contract award is communicated to all Consultant.
<i>Undue influence</i>	7.2 Any attempt by a Consultant to influence the Client in the examination, evaluation, comparison, and post-qualification of the Proposals or Contract award decisions may result in the rejection of its Proposal.
<i>Clarification of Proposals</i>	7.3 To assist in the examination, evaluation, comparison and post qualification of Proposals, the Client may, at its discretion, ask a Consultant for a clarification of its Proposal. Any clarification submitted by a Consultant that is not in response to a request by the Client shall not be considered. The Client's request for clarification, and the response, shall be in writing. No change in the prices or substance of the Proposal shall be sought, offered, or permitted, after the opening of Technical Proposals, except to confirm the correction of arithmetic errors discovered by the Client in the evaluation of the Proposals, in accordance with Clause 7.5, if required.
<i>Non-conformities, Errors and omissions</i>	<p>7.4 The Client may waive any non-conformity or omission in a technically qualifying Proposal that does not constitute a material deviation.</p> <p>7.5 The Client will correct arithmetical errors during evaluation of Technical and/or Financial Proposals on the following basis:</p> <p>a. if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected.</p> <p>b. if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and</p>

	<p>c. if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.</p> <p>7.6 If the winning Consultant does not accept the correction of errors, its Proposal shall be disqualified</p>
Evaluation of Technical Proposals	7.7 The evaluation committee shall evaluate the Technical Proposals on the basis of pre-set criteria as outlined in the Bid Data Sheet.
Qualification of Technical Proposals	<p>7.8 As per qualifying criteria the top 5 bidders who will obtain more than 70 mark will be considered as qualified bidder for empanelment.</p> <p>Technical Score (Ts): The Technical marks of participants shall be as per the point scoring methodology. CDA may include a panel of experts to evaluate the technical presentation. The bidders shall be invited for a PowerPoint presentation in front of the committee</p>
Client's right to accept any Proposal, and to reject any or all Proposals	7.9 The Client reserves the right to accept or reject any Proposal, and to annul the bidding process and reject all Proposals at any time prior to Contract award, without thereby incurring any liability to the Consultant.
Award of Contract	8.1 Prior to the expiration of the Proposal validity period, the Client shall notify the successful Consultant(s), in writing, that its Proposal has been accepted. At the same time, the Client shall notify all other Consultant of the results of the bidding.
Notification	8.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.
Negotiations	<p>8.3 The successful Consultant will be informed in writing of the date, place and time for negotiations/clarifications, if any. Representatives conducting negotiations on behalf of the Consultant must have written Agency to negotiate and conclude a Contract.</p> <p>8.4 The successful Consultant will confirm in writing its participation in negotiations and ability to adhere to its Technical Proposals within five (5) days of receiving the notice in accordance with Clause 8.3.</p> <p>8.5 Negotiation will include both technical and financial negotiation, depending on the needs of the Client.</p>
Availability of Personnel	<p>8.6 The Consultant shall confirm the availability of all personnel as indicated in its Proposal.</p> <p>8.7 The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable, or for reasons such as death or medical incapacity. Any proposed substitute shall have equivalent or better qualifications and</p>

	<p>experience than the original candidate and must be submitted to the Client within the period of time specified in the Letter of Invitation to negotiate.</p> <p>8.8 Failure to meet either of these requirements may result in disqualification.</p>
Signing Contract	<p>8.9 Promptly after notification, the Client shall send to the successful Consultant the Contract and the Special Conditions of Contract</p> <p>8.10 Pursuant to negotiations, the successful Consultant shall sign, date, and return the Contract, along with necessary supporting documents, to the Client.</p> <p>8.11 All formalities of negotiation and signing of contract will be completed within seven (7) days of notification of award.</p>
Start date	8.12 The Consultant is expected to commence the Services on issuance of Work Order/ LoA
Right to Waive	8.13 CDA reserves the right to waive minor deviations in the qualification criteria if they do not materially affect the capability of the Bidder to perform the contract
Duration of Empanelment	8.14 The empanelment will be valid for a period of 2 (two) year from the issuance of Letter of Intent (LoI).

Experts Team Structure: -

For DPR work			
Experts Title	No.	Qualifications & Skills	Minimum Experience
Team Leader Urban or Town Planner with B. Architecture / Infrastructure engineer with B.E./B.Tech in civil engineering	1	<ul style="list-style-type: none"> • Master's degree in urban planning/ infrastructure planning • Fluent in English and good communication skills in Odia • Sound knowledge of analysis of structure • Sound knowledge of municipal services network, design norms, NBC Code, & other relevant codes. • Experience of working in Odisha will be an advantage 	Experience of at least 10 years as Team leader
Note:- If infrastructure engineer is proposed as team leader then separate urban planner with qualification of B.Arch. & M. Plan. Shall be suggested in the team structure.			
Structural engineer	1	<ul style="list-style-type: none"> • BE/B.Tech in civil. • M.Tech/M.E. in structure. • Fluent in English and good communication skills in Odia • Sound knowledge of municipal services network, design norms, NBC Code, & other relevant codes. • Experience of working in Odisha will be an advantage. 	At least 5 years' experience in designing and analysis of structure

Civil engineer	2	BE/B.Tech/Diploma in civil.	Experience of BE/B.Tech civil with 5 years or diploma with minimum 10 years experience
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Review/Evaluation Committee to Monitor Consultant's Work

A Committee will be formed to monitor the progress of the assignment and to Review the Outputs of the Consultant based on key performance indicator (KPI). This committee will be formed by Vice Chairman, CDA consisting of Planning Member, Engineering Member and other members as decided by Vice Chairman and consultant shall report to this committee and its instruction will be binding to the consultant unless changed or modified by the CDA.

Working Arrangement

The assignment will be contracted by the CDA to Technical Consultants where CDA will ensure the support of other concerned agencies, where necessary through monitoring and output review committee or such other suitable arrangements for timely completion of the assignment.

Items to be provided by the Technical Consultant (TC)

In addition to the results and deliverables listed above, the TC will provide:

- All survey equipment and data entry staff.
- Arrange office, equipment's – Computers, software including software for design.
- Arrange for all transportation and travelling required for their (TC's) own staff.

{Draft Work Order}

ANNEXURE A

To,

[Name of the Consultant with address]

Sub: Letter of Intent (LoI) for empanelment of Consultant for Preparation of DPR for the project.....

Dear Sir,

In reference to the Request for Proposal (RFP No:, Dated.....) for the above mentioned Project. We are pleased to inform you that your firm have been selected as the Selected Bidder for the Project, subject to fulfilment of the following terms and condition, unless specified otherwise, within 7 (seven) days from the issuance of Letter of Award (LOA) to the Selected Bidder by CDA, the Selected Bidder shall be required to meet the following compliance requirements:

- a. To Sign and stamp the LOA and send it to CDA as acknowledgement of the LOA;
- b. To Submit the Performance Security as undermentioned (10% of the financial quote)

Name of the Project	Financial Quote
{Insert project title}	Rs..... (in words)

In the event, if you, the Selected Bidder, fails to comply with the requirements as mentioned above, DUDA shall forfeit your candidature in accordance with the terms of the RFP. In addition to the above, you, the Selected Bidder, shall comply with all other requirements as detailed in the RFP document and for all purposes the conditions of the RFP may be read and complied as a part of the 'Letter of Award'.

You are, therefore, requested to do the needful for initiation of the Project.

Yours sincerely,

Vice Chairman
Cuttack Development Authority

10. ANNEXURE B: Technical Proposal Submission Forms

10.1. Technical B1: Covering Letter

To:

**The Vice Chairman
Cuttack Development Authority**

Subject: - **Technical Proposal for Empanelment of Consultant for preparation of DPR for different projects of Cuttack Development Authority**

Dear Sir / Madam

We, the undersigned, offer to provide the Consulting Services for **Empanelment of Consultant for preparation of DPR for different projects of Cuttack Development Authority** in accordance with your Request for Proposal dated **[Insert Date]** and our Proposal. We are hereby submitting our Proposal, which includes the Technical Proposal Proposal sealed under a separate envelope.

We hereby declare that we have read the Instructions to Consultant included in the RFP, and abide by the same, and specifically to conditions mentioned ***[In case of any declaration, reference to concerned document attached must be made].***

We hereby declare that all the information and statements made in this Proposal are true and accept that any misleading information contained in it may lead to our disqualification. We confirm that all personnel named in the tender will be available to undertake the services. We undertake, if our Proposal is accepted, to initiate the Consulting Services related to the assignment not later than the date indicated in the Bid Data Sheet. We understand you are not bound to accept any Proposal you receive.

Yours faithfully,

Authorized Signature ***[In full and initials]:***

Name and Title of Signatory:

Name of Firm:

Address:

Contact No:

E mail id:

10.2. Technical B2: Project Detail Sheet

Category: <i>[insert similar assignment category as specified under Eligibility and evaluation Criteria mentioned in Bid Data Sheet]</i>	
Assignment Name:	Value of the contract (in current INR):
Country: Name of City/ Cities:	Duration of assignment (months):
Name of Client:	Total No of staff-months of the assignment:
Address:	
Start date (month/year): Completion date (month/year):	
Narrative description of Project:	
Description of actual services provided by your staff in the assignment:	

10.3. Technical B3: Curriculum Vitae (CV) for Proposed Experts

1	Proposed Position	
2	Name of Personnel	
3	Name of the firm	
4	Date of Birth	
5	Nationality	
6	Educational Qualifications (Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment)	
7	Employment Record (Starting with present position, list in reverse order every employment held.)	
8	Membership of Professional Associations:	
9	Countries of Work Experience	
10	Languages (For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing)	
11	Tasks assigned [List all tasks to be performed under this assignment]	
12	List of projects on which the Personnel has worked (Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned in 11) Name of assignment or project: Year: Location: Client: Main project features: Positions held: Activities performed:	

Certification:

I, the undersigned, certify that this CV correctly describes myself, my qualifications and my experience. Place: _____

[Signature of staff member or authorized signatory of the Consultant] Full name of authorized signatory:

Date: _____

10.4. Technical B4: Expert Team and Summary Curriculum Vitae

Sr. No.	Name of Proposed Expert	Name of the Consultant	Qualification	No. of years of relevant Project experience	No. of similar Project experience

10.5. Technical 5: Financial Capability of Consultant

Name of Consultant	Annual Turnover (from consultancy business)				Average
	2017-18	2018-19	2019-20	Total	
Certificate from the Chartered Accountant					
This is to certify that _____ has received the payments shown above against the respective years on account of professional fees.					
Name of the Audit Firm:					
Seal of the audit firm					
Date:					
Signature:					
Name:					
Designation:					
Note : Attach Audited Balance sheets with Auditors Reports for last three years as Documentary evidence in Support					

10.6. Section 5: Schedule of payment & work completion Schedule (For each specific project)

S. No.	Milestone linked payment	Percent (%)	Days for work completion from the date of agreement or issuance of LOA
DPR Preparation			
1	Submission of Draft DPR to CDA	20	20 Days
2	Submission of Revised (Final) DPR to CDA incorporating inputs & comments on the Draft DPR	25	30 Days
3	Approval of Final DPR	25	On approval
4	On issuance of completion certificate	30	On approval
TOTAL		100	

***Note: - Days mentioned for completion of work are suggestive and based on assumptions. It may vary as per requirement.**

Terms of Payment:

1. Contract Value is exclusive of GST, and GST as applicable shall be paid additionally over and above Contract Value at applicable prevailing rates.
2. The quoted fee is inclusive of professional fees and all other expenses to complete the scope of work and anticipated inflationary increase over the duration of the contract.
3. The payment shall be released within 15 days from receipt of invoice from the Consultant subject to terms and conditions mentioned earlier in this contract.

10.7. Section 6: Performance Guarantee

[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

Date: *[insert date (as day, month, and year) of Bid Submission]* Contract No.

and title: *[insert no. and title of bidding process]*

Bank's Branch or Office: **insert complete name of Guarantor]*

Beneficiary: *[Secretary, Cuttack Development Authority, Cuttack]*

PERFORMANCE GUARANTEE No.: *[insert Performance Guarantee number]* we have been informed that *[insert complete name of Contractor]* (hereinafter called "the Contractor") has entered into Contract No. *[Insert number]* dated *[insert day and month]*, *[insert year]* with you, for the supply of *[description of Equipment and Related Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a Performance Guarantee is required.

At the request of the Contractor, we hereby irrevocably undertake to pay you any sum(s) not exceeding *[insert amount (s) in figures and words]* upon receipt by us of your first demand in writing declaring the Contractor to be in default under the Contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee shall expire no later than the *[insert number]* day of *[insert month]* *[insert year]*, and any demand for payment under it must be received by us at this office on or before that date.

We agree to a one-time extension of this Guarantee for a period not to exceed *[six months]* *[one year+]*, in response to the Purchaser's written request for such extension, such request to be presented to us before the expiry of the Guarantee."

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded. *[Signatures of authorized representatives of the bank and the Contractor]*

10.8. Form-3: Power of Attorney

(On Stamp paper of relevant value)

Know all men by these presents, We.....(name and address of the registered office) do hereby constitute, appoint and authorize Mr / Ms..... (name and residential address) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Proposal for including signing and submission of all documents and providing information/responses to Cuttack Development Authority in all matters in connection with our Proposal for the said Assignment.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this the _____ Day of _____ 2021

For _____

(Name and designation of the person(s) signing on behalf of the Bidder)

10.9. Anti-Blacklisting Certificate

(On Letterhead)

M/s. (Name of the Bidder), (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoter/s / director/s are not barred by State Government / any other Government entity or blacklisted by any state government or central government / department / Local Government / agency in India or from abroad from participating in Project/s, either individually or as member of a Consortium as on the _____-(Last date of submission of Bid).

(Authorized signatory):

Name:

Designation:

Signed by duly authorized signatory:

Signed thisday of 2021 On behalf of M/s

_____ (The Bidder) Company Seal:

WORK COMPLETION CERTIFICATE**Executing Agency:** Cuttack Development Authority**Agreement Executing Authority:** Vice Chairman, CDA

Name of the Project	
File No	
Estimated Project Cost (in rs.)	
Consultancy Fees Awarded (in rs.)	
Project Start Date (dd/mm/yy)	
Project End Date (dd/mm/yy)	
Nature of Work	

On the basis of verification of case records and field verification it is certified that,

- The above project has been completed in all respects as per the approved plan and estimate.
- The quality of execution is satisfactory.
- The asset has been put to use by public.
- The information provided above is correct to the best of our knowledge and information.

Signature, Name & Designation of certifying authorities

Engineer Member, CDA	Secretary, CDA	Vice Chairman, CDA