

Notice No: 1487 (DMF) / Dt: 08/05/2026



**GOVERNMENT OF ODISHA**  
**DISTRICT of JHARSUGUDA**

**Expression of Interest (EOI)**

For

**Empanelment of PSUs for various Infrastructural works of different values under District Mineral Foundation (DMF), Corporate Social Responsibility Fund (CSR), and Deposit works of the Jharsuguda District, Odisha**

C/o – The Chief Development Officer, – cum – EO Zilla Parishad Jharsuguda, Near  
Collectorate, Post- OMP Line, Jharsuguda, Odisha, Pin- 768204 (OD).

## DISCLAIMER

Though adequate care has been taken in the preparation of this document, henceforth referred to as the Request for Proposal document or the RFP document, the Applicants should satisfy themselves that the document is complete in all respects. Intimation of discrepancy, if any should be made to the office of Collector latest by 08<sup>th</sup> May 2026. If no such intimation is received by the said deadline, it shall be deemed that the applicant is satisfied that the document is complete in all respects.

Neither the District Administration nor its employees make any representation or warranty as to the accuracy, reliability or completeness of the information in this RFP document and obtain independent advice from appropriate source(s) before submission of their EoI.

Neither the District Administration nor its employees will have any liability to any prospective Applicant or any other person under any law for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP document.

The District Administration reserves the right, without any obligation or liability, to accept or reject any or all of the RFPs, and at any stage of the process, to cancel or modify this solicitation process, or any part thereof, or to vary any of the terms and conditions, or to cancel this solicitation process to initiate a new process without assigning any reason thereof.

Neither the District Administration nor its employees will be liable in the event of non-receipt of correspondence from them to applicants due to postal delays.

Any dispute arising out of this RFP document shall be subject to the jurisdiction of the District Courts at Jharsuguda and the Hon'ble High Court of Odisha.

The applicants/Bidders are expected to be familiar with the relevant rules and regulations of the respective authorities concerning this project.

The terms and conditions of the work order that has been assigned, wherever in conflict with the provisions of this contract, shall take precedence.

The supervision charges quoted should not exceed the upper limit fixed by the finance department of the government of Odisha

For the purposes of this document, "District Administration" refers to the District Administration of Jharsuguda, Odisha. "Collector" refers to the Collector of Jharsuguda, Odisha. "PSU" refers to the Public Sector Undertakings of Government of Odisha/ India. "Contractor" refers to the local erstwhile contractors that the PSU may employ for its works related to this contract and subsequent work orders.



## Schedule of invitation of Eol:

Date of Issuance of Eol	12/05/2026
Last date for submission of pre – bid query, if any	14 <sup>th</sup> May' 2026 up to 4.00 P.M.
Clarification to Pre- Bid Queries, if any	19 <sup>th</sup> May' 2026 to be published in District Website at <a href="https://jharsuguda.odisha.gov.in/">https://jharsuguda.odisha.gov.in/</a>
Last date and time of submission / Receipt of Eol document from the intended bidders	26 <sup>th</sup> May 2026 <u>up to 1.00 P.M.</u>
Address for submission of Eol Document	<b>C/o – The Chief Development Officer, - cum-EO Zilla Parishad Jharsuguda-cum-Chief Executive Officer DMF Jharsuguda, Near Collectorate, Post-OMP Line, Jharsuguda, Odisha, Pin-768204 (OD). Contact Person: - Manjulata Mishra, Mobile. No.-9439752945,</b>
Date and time for opening of Eol document	27 <sup>th</sup> <u>May' 2026</u> (10.30 A.M.) at Collectorate Conference Hall at Collectorate Building, Jharsuguda

### **NOTE:**

1. Please address all queries and correspondence to the **Chief Development Officer-cum-EO, ZP – cum – Chief Executive Officer, DMF, Jharsuguda**. It is requested that, the queries of the bidders if any should be submitted through e-mail to [dmfjharsuguda@gmail.com](mailto:dmfjharsuguda@gmail.com) latest by **14<sup>th</sup> May 2026 (01.00 P.M.)**
2. Please quote EOI Ref. Number in all your correspondence.

## LETTER OF INVITATION

District Administration and District Mineral Foundation (DMF), Jharsuguda Invites Expression of Interest (EOI) for Empanelment of PSUs for various Infrastructural works of different values under District Mineral Foundation (DMF), Corporate Social Responsibility Fund (CSR), and Deposit works of the Jharsuguda District, Odisha (with reference to the detailed ToR as stated in the bid document) for a Period of 03 years (extendable upto Two years (1 +1)).

The detail of the EOI can be downloaded from the District website [www.Jharsuguda.odisha.gov.in](http://www.Jharsuguda.odisha.gov.in) from **12.05.2026** to **26.05.2026**.

A Non-refundable **Bid Document Cost** of **₹ 10,000/- (Rupees Ten Thousand) only**(All Category) in shape of **Demand Draft (DD)** made in favour of the “**CDO-cum-EO, Zilla Parishad, Jharsuguda**” from any scheduled nationalize bank & **Ernest Money Deposit (EMD)** for an amount worth **Category:-(A) ₹ 2,00,000/- and Category:-(B) ₹ 3,00,000/-** in shape of Minimum **03 years Bank Guarantee** duly pledged in favour of the “**CDO-cum-EO, Zilla Parishad, Jharsuguda**” from any nationalized Bank must accompany with the bid documents.

<b>Cost of the Project/s to be awarded will subject to requirement and availability of Funds</b>	To be decided by Board of Trustee / Collector & Chairperson – cum – Managing Trustee, DMF, Jharsuguda
Initial Deposit (EMD):	<b>Category:-(A) ₹ 2,00,000/- and Category:-(B) ₹ 3,00,000/-</b> in shape of <b>Min. 03 years Bank Guarantee</b> from any nationalized Bank duly pledged in favour of “ <b>CDO-cum-EO, Zilla Parishad, Jharsuguda</b> ” from any <b>Nationalized Bank</b> .
Cost of Tender Document (Non-Refundable):	<b>₹ 10,000/-</b> (All Category) in shape <b>Demand Draft (D.D)</b> made in favour of “ <b>CDO-cum-EO, Zilla Parishad, Jharsuguda</b> ” from any Scheduled Commercial Bank payable at Jharsuguda.
Last date of Submission of EOI	26th May 2026 up to 1.00 P.M.
Date of Opening of EOI	28th May 2026 (10.30 A.M.)
Venue for opening of EOI	Conference Hall of Collector, Collectorate Building, Jharsuguda, Odisha, PIN-768204
Mode of Submission of EOI	Through Registered/ Speed Posts only

## INFORMATION TO BIDDERS (ITB)

### Background of the Client:

District Mineral Foundations Trust (DMF) established by the State Government by gazette notification with reference to ODMF Rule' 2015. DMF derive its legal status from section 9B of Mines and Minerals (Development and Regulation) Act, 1957 as amended on 26 March 2015 as Mines and Minerals (Development and Regulation) Amendment Act, 2015. This amendment came into force from 12 January 2015.

The objective of District Mineral Foundation is to work for overall development of the people and areas affected mining related operations in such manner as may be prescribed by the State Government through ODMF Rule' 2015. To address this, various activities / projects have been taken up under different sector according to priority, which includes infrastructural development under health, education, connectivity along with other social development activities / projects.

### 1. Bid Schedule:

EOI Notice No:	
Client	<b>District Mineral Foundation (DMF), Jharsuguda &amp; District Administration, Jharsuguda</b>
Scope of the Work	Project Management & Supervision with Architectural Services for Execution of Projects/Procurement of Projects/ Works in Jharsuguda District (Detailed ToR stated in the bid document)
Place of Work	Under the Jurisdiction of Jharsuguda District
Inviting Authority	Collector-cum-Managing Trustee, District Mineral Foundation (DMF), Jharsuguda, Odisha (OD)
Period of Contract	Three (03) years from the date of MoU (Further extendable upto 01 years in stretch of 01 year each with mutual consent and on the basis of satisfactory performance)
<b><u>Last Date &amp; Time for submission of EOI</u></b>	26/05/2026 up to 01.00 PM through Regd./ Speed Posts only addressed to The <b>Chief Development Officer, – cum – EO Zilla Parishad Jharsuguda, Near Collectorate, Post-OMP Line, Jharsuguda, Odisha, Pin- 768204 (OD).</b>
Last date for submission of Pre-Bid query through email id – <a href="mailto:dmfjharsuguda@gmail.com">dmfjharsuguda@gmail.com</a>	14/05/2026 upto 4.00 PM. Any pre-bid queries received after the date & time mentioned will not be entertained.
Pre-Bid Meeting	19/05/2026 at 10.30 AM at the <b>Conference Hall of Zilla Parishad, Jharsuguda, Odisha (OD)</b>

Issue of Pre-Bid Clarification/ Corrigendum	19/05/2026 through District website <a href="http://www.jharsuguda.odisha.gov.in">www.jharsuguda.odisha.gov.in</a>
Date and time of opening of the Technical Bid and Financial Bid of EOI	28/05/2026 at 10.00 AM at Conference Hall of Collector Jharsuguda, Collectorate Jharsuguda, Odisha (OD)
Date of Presentation (under stage B) by the eligible bidders after technical evaluation as per Stage-A	Presentation by eligible bidder on 28/05/2026 at 10.30 AM which is to be done by Technically eligible bidders i.e. Stage-B. To be declared later after technical Evaluation (Stage-A & Stage-B) (Eligible bidder will be informed by E-mail)
Corrigendum/ Clarification (if any) related to EOI	Will be uploaded on <a href="http://www.jharsuguda.odisha.gov.in">www.jharsuguda.odisha.gov.in</a>
Contact Person for Communication/ clarification (if any)	CDO-cum-EO, Zilla Parishad-cum-Chief Executive officer, DMF, Jharsuguda, Odisha

**Bid Conditions:**

- i) The estimated cost of the project/s to be awarded varies as per requirement and need of the District Administration.
- ii) The District Administration reserves the right to reject any or all bids received and change the scope of the work without assigning any reason thereof. It also reserves to terminate the bidding process at any stage without assigning any reason thereof.
- iii) The offer, in which any of the prescribed conditions is not fulfilled or where the bidder puts any condition including that of conditional rebate, shall be liable to be rejected.
- iv) Canvassing whether directly or indirectly, in connection with the bid is strictly prohibited and the bid submitted by the bidder who resorts to canvassing in any form would be liable to rejection.
- v) The offer shall remain open for acceptance for a period of 180 days from the date of opening of 'Bids'.
- vi) Bidder must ensure before submitting the bid that the authorized officer of the organization signs every page of the bid document. The bid document shall form a part of the contract agreement. The successful bidder on acceptance of his bid by the Accepting Authority, and issue of a letter of intent/ award shall, within 15 days, signs the contract agreement / MOU.
- vii) To obtain first-hand information on the assignment and on the local conditions, bidders are advised make their own assessment relating to the EoI. Bidders are expected to be informed themselves of local conditions and take these into account while preparing their bids. The District Administration shall not be responsible for any occurrence of loss due to lapse of the same.



viii)The bidders are required to put sign and seal on all the pages of bid document before submitting.

**Scope of Work for the PSU :**

**Civil Infra Part:-**

The detailed scope of the work for this is given as under.

<b>Major Scope of Work</b>	<b>Tentative Project/ Work Amount</b>
<ul style="list-style-type: none"> <li>• Conducting Survey &amp; on site assessment.</li> <li>• Preparation of DPR / estimate including structural drawings &amp; designs.</li> <li>• Construction of any new Infrastructure i.e. including but not limited to Building/ Roads, Bridges/ Parks &amp; Other structures, etc.</li> <li>• Prepare detailed specification, tender schedule &amp; tender documents and call tender for Civil, Electrical, procurement, other Engineering and Specialized works. Supervision of the project including Civil, Architectural, Structural, Plumbing, Electrical, HVAC (Heating, Ventilation, and Air Conditioning), and other required Furniture, Firefighting, networking design, horticulture, landscaping and engineering by contractor under Engineering Procurement and Construction (EPC) mode where Engineering, Procurement, and Construction would be fully contracted. However, the conceptual drawing shall be prepared by Project Management Construction (PMC)Architect.</li> <li>• Supervision and execution of the proposed Works by deployment of adequate technical and supporting staff at various work sites.</li> <li>• Ensuring that the construction is being carried out in accordance with the approved working designs, drawings and specifications.</li> <li>• Ensure quality control of the Work including materials and workmanship, to certify measurement of work executed, etc.</li> <li>• Complete administration and management of Contract with the Works Contractor till expiry of the</li> </ul>	<p>Cost of the Project/s to be awarded will subject to requirement and availability of Funds.</p>



<p>maintenance period and payment of final dues to the Contractor.</p> <ul style="list-style-type: none"> <li>• Compliance to legal and statutory obligation.</li> <li>• The scope of work given above is purely indicative. The client may make any addition / alteration to the scope of work as per their requirement.</li> </ul>	
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**Procurement Part :-**

Major Scope of Work	Tentative Project/ Work Amount
<ul style="list-style-type: none"> <li>• <b>IT &amp; Infrastructure Procurement</b></li> <li>• <b>1. Solar Street Lighting System</b></li> <li>• Supply, installation, testing, and commissioning of solar-powered street lights.</li> <li>• Includes poles, LED luminaires, solar panels, batteries, and controllers.</li> <li>• Integration with smart monitoring systems for energy efficiency.</li> <li>• Warranty and maintenance support as per AMC.</li> <li>• <b>2. Electrical Street Lighting</b></li> <li>• Procurement and installation of conventional electrical street lights.</li> <li>• Cabling, junction boxes, and control panels.</li> <li>• Energy-efficient LED fixtures with surge protection.</li> <li>• Periodic maintenance and replacement schedule.</li> <li>• <b>3. CCTV Surveillance System</b></li> <li>• Supply and installation of IP-based CCTV cameras (fixed, PTZ, dome).</li> <li>• Network Video Recorders (NVRs) with storage capacity for 90 days.</li> <li>• Structured cabling and power backup systems.</li> <li>• Integration with centralized monitoring control room.</li> <li>• Training for operators and maintenance staff.</li> <li>• <b>4. Networking System</b></li> <li>• Structured LAN cabling (Cat6/Cat6A or fiber optic as required).</li> <li>• Supply of switches, routers, firewalls, and wireless access points.</li> <li>• Server racks and patch panels.</li> <li>• Network monitoring tools and cybersecurity compliance.</li> </ul>	<p>Cost of the Project/s to be awarded will subject to requirement and availability of Funds.</p>

<ul style="list-style-type: none"> <li>• Documentation of network topology and configuration.</li> </ul> <p><b>5. General Requirements</b></p> <ul style="list-style-type: none"> <li>• Compliance with relevant BIS/IEC/ISO standards.</li> <li>• All equipment must be brand-new, certified, and energy-efficient.</li> <li>• Vendor to provide installation manuals, test certificates, and warranty documents.</li> <li>• Training and handover to client's technical team.</li> <li>• Post-installation support and Annual Maintenance Contract (AMC).</li> </ul>	
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**Detail Terms of Reference (ToR) for PSU:**

- Carry out a detailed survey of the area and make conceptual plans for various alternatives as required by Collector & Chairman-cum-Managing Trustee, DMF Jharsuguda, Government of Odisha, keeping in view the topographical features and functional needs of the location, with respect to the buildings if any, already existing at site, utilities etc.
- To make out the Preliminary Estimates for the various alternatives based on the plinth area rate or a similar acceptable basis of rate. Freeze the conceptual Plan as finally decided by the Collector & Chairman-cum-Managing Trustee, DMF Jharsuguda, Government of Odisha and obtain Administrative Approval and Expenditure Sanction from Collector & Chairman-cum-Managing Trustee, DMF Jharsuguda, Government of Odisha for the Estimated Cost of the Works.
- Carry out detailed soil testing including Geo-technical investigation to ascertain the safe bearing capacity for design of the foundation in case of Detailed Project Report.
- Carry out architectural design of the project keeping in view the need to harmonies with the landscape and other architectural features of the buildings, if any already existing in the area, in case PSU prepared a detailed project report.
- Carry out Detailed Designs and Drawings for actual execution of the Works and obtain the approval of the Collector & Chairman-cum-Managing Trustee, DMF Jharsuguda, in case of Detailed Project Report is prepared by PSU.
- Prepare a Detailed Estimate with items based to the extent possible on the Standard Schedule of Rates such as that of prevailing SOR in the state duly escalated by Cost Index to reflect the current day cost and balance as Non-Scheduled items. The Estimate will cover Civil Engineering Works, Electrical Engineering Works, other Engineering Works and Special installation such as lifts, fire- fighting, generators and



the other Equipments, if the PSU prepare a detailed project report. A Detailed Estimate shall be prepared to reflect the likely Current Cost of the complete works and approval from the Collector & Chairman-cum-Managing Trustee, DMF Jharsuguda shall be taken for the same.

- Where required by the Collector & Chairman-cum-Managing Trustee, DMF, Jharsuguda, Government of Odisha, the PSU need to Prepare detailed specification, tender schedule & tender documents and call tender for Civil, Electrical, other Engineering and Specialized works. The bill of Quantities shall be based on the Detailed Estimate as approved by the Collector & Chairman-cum-Managing Trustee, DMF, Jharsuguda, Government of Odisha.
- Finalize the Tender adopting PSU procedure, after determining the reasonable cost of works based on market rate analysis of significant items. Take Revised Sanction for Expenditure from the Collector & Chairman-cum-Managing Trustee, DMF, Jharsuguda if the Contract Value along with PSU fees including "Goods & Services Tax (GST), Educational Cess, Swatch Bharat Cess" and Construction worker welfare Cess etc.
- Execute the Agreement with the Contractor for and on behalf of the Collector & Chairman-cum-Managing Trustee, DMF Jharsuguda as an EXECUTING AGENCY and Power of Attorney Holder.
- Take single point responsibility for supervision in and execution of the proposed Works by deployment of adequate technical and supporting staff at various sites of works. The Technical team must be appointed with the consent of the Collector & Chairman-cum-Managing Trustee, DMF, Jharsuguda. They must Liaise with Local Bodies and obtained their approval for the work and for shifting/ relocating existing utilities as necessary.
- They must also Liaise with the Local Bodies and obtain their approvals for the Works and for shifting relocating existing utilities as necessary. Collector & Chairman-cum-Managing Trustee, DMF, Jharsuguda, Government of Odisha will provide all possible assistance in this regard.
- Submit periodic Progress Reports in the format and periodicity as stipulated by Collector & Chairman-cum-Managing Trustee, DMF, Jharsuguda. Any failure in not to do so shall be warranted by an explanation with appropriate reason to the Collector & Chairman-cum- Managing Trustee, DMF, Jharsuguda.
- Assessing, planning and arranging to procure materials and procure/ hire construction equipment's for Engineering Works, if required as per the Works Contract Conditions.
- Coordinating with main and sub-contractors and rendering technical advice; Holding periodic Progress Meetings and sorting out problems arising if any due to action or inaction of Collector & Chairman-cum-Managing Trustee, DMF, Jharsuguda and / or PSU.
- Providing adequate supervising personnel in the field to coordinate, control, manage, inspect, liaise and report on the works at the site.



- Keeping a close watch on Deviations by way of Extra items, Substituted items and Deviations in Quantities of Schedule items. Fixation of Rates for items quantities covered by Deviation orders adopting PSU procedure / OPWD Code. Collector & Chairman-cum-Managing Trustee, DMF, Jharsuguda to be kept advised of the Deviation orders and rates as fixed.
- Ensuring that the construction is being carried out in accordance with the approved working designs, drawings and specifications and as per programme laid down in the Works Contract Agreement.
- Ensure quality control of the Work including materials and workmanship, certify measurement of work executed, and made progressive payments based on physical realization/ completion of works, as per approved procedure and schedule of payments to Contractors.
- Sanction of Extension of Time to the PSU for completion of Works, with or without Liquidated Damages, subject to keeping the Collector & Chairman-cum-Managing Trustee, DMF, Jharsuguda, Government of Odisha advised of the same with full details including the effect on completion Cost of works, if any.
- Finalization of accounts and closing works contracts and furnishing the Accounts along with reproducible papers to Collector & Chairman-cum-Managing Trustee, DMF, Jharsuguda, Government of Odisha.
- Setting the claims / disputes, if any, made by the PSU, keeping Collector & District Magistrate advised of the same. Where there is disagreement between the PSU and the contractor, such disputes shall be referred to the Court of the Collector for speedy resolution & amicable settlement of the same.
- All amounts payable to the CONTRACTOR on his claims decided by Arbitrator directly and agreed to by the Contractor will be charged to the Cost of Works.
- Credit to the Cost of the works all Liquidated and other damages levied on the PSU.
- Complete administration and management of Contract with the Works Contractor till expiry of the maintenance period and payment of final dues to the Contractor. Attend to any inspection, carried out by Government Agencies such as Central Vigilance Commission & comply with their statutory requirement. The PSU need to effectively arrange for responding to their observations.
- Obtain the necessary clearance from the Agencies/ Departments Local Bodies concerned for the occupation of the Completed works if required. The Collector & Chairman-cum-Managing Trustee, DMF, Jharsuguda will provide all possible assistance in this regard.
- The scope of work given above is purely indicative. Any other services required to be rendered in connection with the execution of the Work, shall be provided by the Collector & Chairperson – cum – Managing Trustee, DMF subsequently
- PSU will make a presentation before the Collector & Chairman-cum-Managing Trustee, DMF, Jharsuguda, quarterly detailing Physical and Financial Progress of the Works.



### Required Eligibility Criteria:

The District Administration has decided that eligibility criteria will be divided into two categories:

- **Category A:** For projects valued between ₹0 and ₹10 crore, covering multiple projects, to be awarded cluster-wise to selected empanelled Central/State Public Sector Undertakings (PSUs).
- **Category B:** For projects valued at ₹10 crore and above, to be awarded to selected empanelled Central/State PSUs.

This decision has been taken by the District Administration and DMF Jharsuguda for awarding work during upcoming projects as required.

### Essential Eligibility Criteria of Bidders:

#### Category A:

G1	The bidder must be a Central / State Public Sector Undertaking (PSU), Government of India / States Enterprise, registered in India under the Indian Companies Act 1956/ 2013 and must have a minimum <b>10 (ten) years</b> of experience with a working history in Eastern & South Eastern regions as on Bid Due Date.
G2	The Bidder Should have satisfactorily rendered services of project management consultancy & supervision of construction projects on a deposit work basis in the past <b>10 (ten) years</b> , i) <b>At least two (02) similar work of value not less than ₹ 15.00 Crore each or</b> ii) <b>Three (03) similar works of value not less than ₹ 10.00 Crore each, or</b> iii) <b>Five (05) similar works of value not less than ₹ 6.00 Crore each.</b> "Similar work" shall mean Design & Engineering Consultancy (DEC)/ Engineering & Project Management Consultancy (EPMC)/ Project Management Consultancy (PMC) for the Development of Townships/ Institutional Buildings/ Hospitals/ similar key Infrastructure projects of the Government / Govt. agencies/Govt. autonomous bodies on deposit work basis.
G3	The bidder should have an average annual business turnover of not less than <b>₹50.00 Crore (Fifty Crore) only</b> during the last <b>03 (Three) Financial years</b> ending March 2025, Documents duly certified by a chartered accountant should be enclosed.
G4	PSU should not have suffered losses in more than one year period during the last three Financial Years ending March 2025.
G5	Joint venture of a single bidder as a member of consortium/ joint venture/ association for any project/works will not be considered for evaluation.
G6	Any bidder, which has not barred/ blacklisted/ put on Holidays on the ground of corrupt and fraudulent activities. (Enclose the notarized certification this regard).
G7	The bidder should have a positive net-worth during each of last 03 years ending March 2025. (Certificate of the Chartered Accountant should be Attached).



<b>G8</b>	The PSU should have in-house professionally qualified (minimum Graduate degree) Regular staff as on this EoI/ bid publication date in the following categories			
	<b>Civil Engineers</b>	<b>35</b>	<b>Electrical Engineers</b>	<b>10</b>
	<b>Mechanical Engineers</b>	<b>5</b>	<b>Architects</b>	<b>4</b>

Bidders are required to submit Copies of the Turnover certification for the last three financial years ending March 2025 duly certified by a Chartered Accountant should be enclosed.

The Bidder must furnish the above information in the tabular form as follows.

### **Essential Eligibility Criteria of Bidders:**

#### **Category B:**

<b>G1</b>	The bidder must be a Central / State Public Sector Undertaking (PSU), Government of India / States Enterprise, registered in India under the Indian Companies Act 1956/ 2013 and must have a minimum <b>10 (ten) years</b> of experience with a working history in Eastern & South Eastern regions as on Bid Due Date.
<b>G2</b>	The Bidder Should have satisfactorily rendered services of project management consultancy & supervision of construction projects on a deposit work basis in the past <b>10 (ten) years</b> , <b>i) At least two (02) similar work of value not less than ₹ 100.00 Crore each or</b> <b>ii) Three (03) similar works of value not less than ₹ 50.00 Crore each, or</b> <b>iii) Five (05) similar works of value not less than ₹ 30.00 Crore each.</b> "Similar work" shall mean Design & Engineering Consultancy (DEC)/ Engineering & Project Management Consultancy (EPMC)/ Project Management Consultancy (PMC) for the Development of Townships/ Institutional Buildings/ Hospitals/ similar key Infrastructure projects of the Government / Govt. agencies/Govt. autonomous bodies on deposit work basis.
<b>G3</b>	The bidder should have an average annual business turnover of not less than <b>₹500.00 Crore (Five Hundred Crore) only</b> during the last <b>03 (Three) Financial years</b> ending March 2025, Documents duly certified by a chartered accountant should be enclosed.
<b>G4</b>	PSU should not have suffered losses in more than one year period during the last three Financial Years ending March 2025.
<b>G5</b>	Joint venture of a single bidder as a member of consortium/ joint venture/ association for any project/works will not be considered for evaluation.
<b>G6</b>	Any bidder, which has not barred/ blacklisted/ put on Holidays on the ground of corrupt and fraudulent activities. (Enclose the notarized certification this regard).
<b>G7</b>	The bidder should have a positive net-worth during each of last 03 years ending March 2025. (Certificate of the Chartered Accountant should be Attached).
	The PSU should have in-house professionally qualified (minimum Graduate degree) Regular staff as on this EoI/ bid publication date in the following categories

G8	Civil Engineers	70	Electrical Engineers	20
	Mechanical Engineers	15	Architects	10

Bidders are required to submit Copies of the Turnover certification for the last three financial years ending March 2025 duly certified by a Chartered Accountant should be enclosed.

The Bidder must furnish the above information in the tabular form as follows.

<b><u>DOCUMENTARY EVIDENCE AS PER ELIGIBILITY CRITERIA (CLAUSES)</u></b>					
<b><u>For Category (A &amp;B)</u></b>					
Relevant page no for documents attached in EoI should be entered by the bidder and submitted under the technical bid					
S.L.	Clause (Formats)	Reference page numbers of the documents submitted by the bidder			Remarks Regarding Attachment of documents along with the technical bid. Whether Attached (Yes/No)
		Page Number			
		From	To		
1	G-1				
2	G-2				
3	G-3				
4	G-4				
5	G-5				
6	G-6				
7	G-7				
8	G-8				

**For Category (A & B)**

**CHECK LIST FOR ELIGIBILITY**

Sl.No.	Parameters	Documents to be enclosed	Page No
1	Duly filled in Application Form as per Annexure-IV	Photocopy of document as prescribed	
2	Firm Registration (CPSU/SPSU)	Supporting Documents Viz.GST/PAN/C.A Certificate /Company/ IGR registration certificate Photocopy	
3	Cost of Tender Paper/EMD	Photocopy of DD/Bank cheque	
4	PAN/GST Registration	Photocopy of mentioned documents	
5	EPF/ESI Registration	Photocopy of mentioned documents	
6	Turn Over Certificate	Certificate from CA/Statutory Auditor of Co.	
7	I,T Return for previous three years	Photocopy of mentioned documents	
8	Past Experience of execution of Projects	Photocopy of Work Order/Completion Certificate from Vendor/Client	
9	Labour License/Undertaking	If any company has worked in the district previously the need to furnish the required certificate else furnish an undertaking to this regard that it would be furnished if they qualify in the bid (applicable for those companies where labour license is mandatory)	
10	Non-Blacklisting Certificate	Affidavit from Notary Public	
11	Authorisation Certificate	to be issued from the owner/Proprietor of Company.	
12	Proof of Company Category (A Or B)	Need to furnish any document certified from their statutory Auditor/C. A or Audit Report	
13	Proof of Employee details	Supporting documents certified from C.A or Statutory Auditor of the Company	
14	Certificate that the Bidder has not suffered losses during last 3yrs i.e 2022-23/23-24 & 24-25	Supporting documents certified from C.A or Statutory Auditor of the Company	
15	Bidder Company should have positive T.O 2022-23/23-24 & 24-25	Supporting documents certified from C.A or Statutory Auditor of the Company	

**Note:-** Deposit of Cost of Tender Paper & EMD is mandatory to be eligible for opening of bid, non-submission of same shall make the bidder liable for rejection of their bid automatically. Claim for any type of exemption shall not be entertained and the decision of committee shall be final and binding in this regard.

**Submission of Bid:**

- Bid to be submitted on the date mentioned above.
- The Agency Fee all-inclusive but excluding GST for Providing Comprehensive Design Engineering and Project Management Consultancy (PMC) Services shall be quoted in terms of Fee both in figure and in words duly signed by the Authorized Signatory to be indicated in the prescribed format provided. GST as applicable shall be paid extra.
- The District Administration shall reimburse/ pay all expenditure related to obtaining statutory clearances of the project as per actual including registration charges (if any) with concerned authority.



### Evaluation Criteria:

- **Minimum Eligibility Criteria:** The Agencies that fulfill the following minimum eligibility requirements shall be eligible to apply.

The Bidder should have satisfactorily rendered services of project management consultancy & supervision of construction project work on deposit work basis in the past **ten years**,

#### **Category (A):-**

- i) At least two (02) similar work of value not less than ₹ 15.00 Crore each, or**
- ii) Three (03) similar works of value not less than ₹ 10.00 Crore each, or**
- iii) Five (05) similar works of value not less than ₹ 6.00 Crore each.**

#### **Category (B):-**

- i) At least two (02) similar work of value not less than ₹ 100.00 Crore each, or**
- ii) Three (03) similar works of value not less than ₹ 50.00 Crore each, or**
- iii) Five (05) similar works of value not less than ₹ 30.00 Crore each.**

"Similar work" shall mean Design & Engineering Consultancy (DEC)/Engineering & Project Management Consultancy (EPMC)/Project Management Consultancy (PMC) for Development of Townships/ Institutional Buildings/ Hospitals/ similar key Infrastructure projects of Government / Govt. agencies/ Govt. autonomous bodies on deposit work basis. Similar works means experience in **"Providing Comprehensive Project Management Consultancy (PMC) Services for Construction & Development of various infrastructure work Like Roads, Buildings, Ponds Renovation, Etc.. in Jharsuguda District as & when required during the MOU Period.**

- Average annual financial turnover should be at least ₹ 50-200 Crore the estimated cost of proposed project during the immediate last 3 consecutive financial years (i.e. FY 2022-23, 2023-24 & 2024-25). The certificate under the seal & signature of Chartered Accountant is required to be submitted.
- The agency should not have suffered losses during last Five (05) Financial Years.
- Agencies that are debarred or blacklisted by any Govt. Departments are not eligible to participate in the Bid process. A Certificate is to be submitted along with the bid by the bidders to the effect that they are not debarred or blacklisted by any Government Department. In the event that it is discovered at a later stage that the bidder is a blacklisted company declared by any Govt. Department then the works may be withdrawn, and EMD / bid security shall be forfeited.
- In case there is any additional paper that, the bidders want to submit, in support of the eligibility criteria it may be submitted in the technical bid documents along with a covering letter.

**Procedure of Application:**

Eligible PSU must submit their technical and financial proposals under separate sealed covers to the Collector & Chairperson-cum-Managing Trustee, DMF, Jharsuguda. Where the **Bid Document Cost of ₹ 10,000/- (Rupees Ten Thousand) only for Category (A and B)** in shape of a Demand Draft made in favour of “CDO-cum-EO, Zilla Parishad, Jharsuguda” from any **scheduled commercial Bank** payable at Jharsuguda & **EMD for Category A worth ₹ 2,00,000/- (Rupees Two Lakh) only in shape of Min. 03 Years Bank Guarantee from any Nationalized Bank** and **EMD for Category (B) worth ₹ 3,00,000/- (Rupees Three Lakh) only in shape of Min. 03 Years Bank Guarantee from any Nationalized Bank duly pledged in favour of “CDO-cum-EO, Zilla Parishad, Jharsuguda”** and shall be kept in the technical proposal envelops. Both the envelop, i.e. technical proposal and financial proposal shall be kept in one sealed envelope and super – scribed with “**Empanelment of PSUs for various Infrastructural works of different values under District Mineral Foundation (DMF), Corporate Social Responsibility Fund (CSR), and Deposit works of the Jharsuguda District, Odisha**”.

Technical proposal should be accompanied with proof of annual turnover, detailed experience in conducting similar assignments and other documents as described in the eligibility criteria above. All pages of the offer must be signed.

**The proposal must be submitted in the format attached at Annexure-I and Annexure-II to the EOI stating all necessary details as mentioned above.**

The proposal must be accompanied with a letter on the organization’s letter head showing the registered office address of the CPSU/SPSU. It should be signed by a competent authority. The organization must quote the work Title and include the **following declarations:**

1. This proposal is valid for acceptance within 180 days and we confirm that this proposal will remain binding upon us and may be accepted by you at any time before this expiry date.
2. The proposal (Technical & Financial) has been arrived at independently and without consultation, communication, agreement or understanding (for the purpose of restricting competition) with any other organization/ firm invited to submit proposal for this contract.
3. We confirm that all personnel named in the proposal will be available to undertake the services.
4. We confirm that there are no personal, financial and business activities that will, or might, give rise to a conflict of interest, if we will be awarded with this assignment. The EOI issuing authority reserves the right to reject any Proposal which, in it’s opinion, gives rise, or could potentially give rise to, a conflict of interest.
5. We confirm that the organization:
  - Are not or have not been the subject of any proceedings or other arrangements relating to bankruptcy, insolvency or financial standing.
  - Has not been convicted of any offence concerning professional misconduct
  - Has not been convicted of corruption including the offence of bribery

We agree to bear all costs incurred by us in connection with the preparation and submission of this proposal and to bear any further pre-contract costs.  
I confirm that, I have the authority of [Name of PSU] to submit proposal and to clarify any details on its behalf.

Signature & Seal

**A. Bid Document Cost:**

- i. The Bidders are required to submit the Bid document Cost for an amount of **₹10,000/- (Rupees Ten Thousand) Only** along with the bid document without which the bid will not be considered for evaluation.
- ii. The Bid Document Cost should be submitted in shape of **Demand Draft (DD)** made in favour of **“CDO-cum-EO, Zilla Parishad, Jharsuguda”** payable at Jharsuguda from any scheduled commercial bank.
- iii. The Bid paper cost is non-refundable unless the EOI is cancelled or revoked on any ground by the undersigned.

**B. Earnest Money Deposit (EMD)/ INITIAL DEPOSIT:**

- i. An EMD of **₹ 2,00,000/- (Rupees Two Lakh Fifty Thousand) only** for Category-(A) in shape of **Minimum 03 years** Bank Guarantee duly pledged in favour of **“CDO-cum-EO, Zilla Parishad, Jharsuguda”** must be submitted along with the Proposal.
- ii. An EMD of **₹ 3,00,000/- (Rupees Five Lakh) only** for Category-(B) in shape of **Minimum 03 years** Bank Guarantee duly pledged in favour of **“CDO-cum-EO, Zilla Parishad, Jharsuguda”** must be submitted along with the Proposal.
- iii. Proposals not accompanied by EMD shall be rejected as non-responsive.
- iv. No other form of submission will be accepted in lieu of the Earnest Money Deposit (EMD).
- v. The EMD of the unsuccessful bidders would be returned back within one month of signing of the contract.  
The EMD shall be forfeited by the Contracting Authority in the following events:
  - i. If proposal is withdrawn during the validity period or any extension agreed by the consultant thereof.
  - ii. If the Proposal is varied or modified in a manner not acceptable to the Contracting Authority after opening of proposal during the validity period or any extension thereof.
  - iii. If the consultant tries to influence the evaluation process.
  - iv. If the selected CPSU/SPSU withdraws his proposal during negotiations (failure to arrive at consensus by both the parties shall not be construed as withdrawal of proposal by the consultant).

**C. BID EVALUATION COMMITTEE:**

Bid evaluation shall be done by Evaluation Committee appointed by Authority. The Committee shall determine the approach and methodologies for the issues, which may arise during the evaluation exercise and have not been addressed in this Tender Document. The decision of the Committee shall be final and binding on all the Bidders.

**D. SELECTION AND AWARD OF CONTRACT:**

The selection will be done at a two stage process. Firstly the agencies scoring more than **60 marks** in the technical bid will be qualified for further opening of financial bid.

Bidder shall be shortlisted on the basis of the scores obtained and shall be ranked. The authority reserves the right to empanel few agencies for the said work and award the work to one or more than one number of agencies at the lowest bid cost.

**E. Evaluation of the Proposal:**

**Evaluation of TECHNICAL BID:**

The duly constituted Tender Evaluation Committee (TEC) shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and by applying the evaluation criteria bid shall be evaluated as under:

**Category: -A**

Technical Evaluation Parameters				
Sl. No	Parameter for PSU	Evaluation Criteria	Maximum Score	
1	Average Annual Turnover for last three financial years 2022-23, 2023-24 & 2024-25.	<ul style="list-style-type: none"><li>₹ 50.00 to ₹ 100 Crores- <b>05 Marks</b></li><li>₹ 100.00 Cr to ₹ 500.00 Crore- <b>10 Mark</b></li><li>₹ 500.00 Crores&amp; above- <b>15 Marks</b></li></ul>	<b>15</b>	
2	<b>Employee Strength in Organization</b>			
	Minimum Qualification Bachelor's Degree in Engineering / Diploma in Engineering with min. 05 years. <b>(The Engineers and Architects required/ mentioned should be Regular Employees on Permanent Pay Roll of The bidder)</b>	a) Civil Engineers (Max-04Marks)	35 to 70 nos- <b>02 Marks</b> More than 100- <b>04 Marks</b>	<b>10</b>
		b) Electrical Engineers (Max- 02 Marks)	Above 10 nos- <b>02 Marks</b>	
		c) Architects (Max- 02Marks)	04 to 08 nos- <b>01 Marks</b> More than 20- <b>02 Marks</b>	



		d)Mechanical Engineers (Max- 02 Marks)	05 to 10 nos- <b>01 Marks</b>  More than 20- <b>02 Marks</b>	
3	<b>Experience of the Firm (during last 10 years)</b>			
	3.1	Similar successfully completed projects based on value of project (individual project costing ₹ 5.00 Crore & above)	<ul style="list-style-type: none"> <li>• 01-03 nos of Projects - <b>05 Marks</b></li> <li>• 04-06 nos of Projects - <b>10 Mark</b></li> <li>• 07-10 nos of Projects - <b>15 Marks</b></li> <li>• 11 &amp; above- <b>20 Marks</b></li> </ul>	<b>20</b>
	3.2	Similar on-going project based on value of project (Individual project costing ₹ 10.00 Crore & above)	<ul style="list-style-type: none"> <li>• 01-03 nos of Projects - <b>05 Marks</b></li> <li>• 04-06 nos of Projects - <b>10 Mark</b></li> <li>• 07 &amp; above of Projects -<b>15 Marks</b></li> </ul>	<b>15</b>
4	<b>Technical Presentation of the CPSU/SPSU</b>			
		1. Organizational setup 2. Understanding of the project 3. Details of Execution/ methodology 4. Staffing Schedule 5. Other relevant points in the Presentation		<b>40</b>
Total: -				<b>100 Marks</b>

**Category: -B**

<b>Technical Evaluation Parameters</b>			
Sl. No	Parameter for PSU	Evaluation Criteria	Maximum Score
1	Average Annual Turnover for last three financial years 2022-23, 2023-24 & 2024-25.	<ul style="list-style-type: none"> <li>• ₹ 350.00 to ₹ 1,000 Crores- <b>05 Marks</b></li> <li>• ₹ 1,000.00 Cr to ₹ 3,000.00 Crore- <b>10 Mark</b></li> <li>• ₹ 3,000.00 Crores&amp; above- <b>15 Marks</b></li> </ul>	<b>15</b>
2	<b>Employee Strength in Organization</b>		
	Minimum Qualification Bachelor's Degree in Engineering / Diploma in Engineering with	d) Civil Engineers (Max-04Marks)	70 to 100 nos- <b>02 Marks</b>  More than 100- <b>04 Marks</b>
			<b>10</b>

	min. 05 years. <b>(The Engineers and Architects required/ mentioned should be Regular Employees on Permanent Pay Roll of The bidder)</b>	e) Electrical Engineers (Max- 02 Marks)	Above 20 nos- <b>02 Marks</b>	
		f) Architects (Max- 02Marks)	10 to 15 nos- <b>01 Marks</b>  More than 15- <b>02 Marks</b>	
		d) Mechanical Engineers (Max- 02 Marks)	15 to 20 nos- <b>01 Marks</b>  More than 20- <b>02 Marks</b>	
3	<b>Experience of the Firm (during last 10 years)</b>			
	3.1	Similar successfully completed projects based on value of project (individual project costing ₹ 10.00 Crore & above)	<ul style="list-style-type: none"> <li>• 01-03 nos of Projects - <b>05 Marks</b></li> <li>• 04-06 nos of Projects - <b>10 Mark</b></li> <li>• 07-10 nos of Projects - <b>15 Marks</b></li> <li>• 11 &amp; above- <b>20 Marks</b></li> </ul>	20
	3.2	Similar on-going project based on value of project (Individual project costing ₹ 10.00 Crore & above)	<ul style="list-style-type: none"> <li>• 01-03 nos of Projects - <b>05 Marks</b></li> <li>• 04-06 nos of Projects - <b>10 Mark</b></li> <li>• 07 &amp; above of Projects -<b>15 Marks</b></li> </ul>	15
4	<b>Technical Presentation of the CPSU/SPSU</b>			
		6. Organizational setup 7. Understanding of the project 8. Details of Execution/ methodology 9. Staffing Schedule 10. Other relevant points in the Presentation	<b>40</b>	
Total: -			<b>100 Marks</b>	

a) The Technical Evaluation shall be carried out based on the documents submitted by the bidder for technical bid.

b) The evaluated Bid will be given a **Technical Score (TS)**. The minimum technical score required to qualify technical evaluation (Stage – I) is **60%**. A bid will be considered

unsuitable and will be rejected at this stage if it fails to achieve the minimum technical score. The DMF, Jharsuguda/ District Administration, Jharsuguda will notify bidders who fail to score the minimum technical score about the same and the Financial Bids of such unsuccessful bidders will not be opened.

- c) DMF, Jharsuguda will notify the bidders who secure the minimum qualifying technical score, indicating the date and time set for opening of the Financial Bids. The notification will be displayed on the District website [www.jharsuguda.odisha.gov.in](http://www.jharsuguda.odisha.gov.in) and may be sent by the electronic mail.

#### **F. Evaluation of FINANCIAL BID:**

Selection of Bidder for Award of Work:

CPSUs/SPSUs will be ranked according to their lowest financial proposal and listed in order of merit as L-1, L-2, L-3, and so on. All eligible bidders may be given an opportunity to match their quote with the L-1 bidder, and if they agree to negotiate their rate, they will also be listed as empanelled bidders to execute DMF/CSR/Deposit work of the Jharsuguda District.

1. Even though a bidder may satisfy the above requirements, the bidder would be liable for disqualification if it has:
  - a. Made misleading or false representation or deliberately suppressing the information in the forms, statements and enclosures required in the pre-qualification document.
  - b. Record of poor performance such as abandoning work, not properly completing the contract, or financial failures / weaknesses etc.
  - c. For any other reason so found good in law by the DMF/ District Administration provided it is approved by the Collector & Chairman –cum- Managing Trustee, DMF, Jharsuguda.

#### **G. General Terms & Conditions for Bidders:**

1. The bidders should have a valid GST Registration. (Relevant documents must be attached as required in the previous clause/sections.
2. The bidder has to put the firm's seal and signature in full at all pages of the bidding document.
3. Bid must be submitted and signed by the authorized signatory only.
4. Conditional and incomplete offer/ Bid will be liable to be summarily rejected.
5. DMF, Jharsuguda will host a Pre-Bid Meeting of prospective bidders as on scheduled Date and Time in the Conference hall of Zill parishad, Jharsuguda, Odisha (OD). The bidder or its representatives (with a letter of authorization from the bidder), can



attend the pre-bid Meeting at their own cost. The bidder will not be entertained after due date/time.

6. **Disqualification:** The authority may disqualify bids on account of any of the following reasons:
- i. If a bid is received after the due date and time of submission.
  - ii. If the bidder does not provide all the desired documents as stipulated in the bid document.
  - iii. Bids, in which any of the prescribed conditions/documents are not fulfilled/ incomplete/ not satisfactory in any respect.
  - iv. If the bidder attempts to influence any member of the Tender Committee/ DMF, Jharsuguda Officials for winning the bid.
  - v. If the bid is conditional.
  - vi. If the bidder provides any misleading/ false information or conceals any information.
  - vii. If the bidders make any corrections, additions, alterations/deletions in the downloaded bid document and provide the same.
  - viii. If bidder is under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of India (GoI), Central/ State Government, or any of their agencies.
  - ix. Non fulfilment of any of the eligibility criteria as per this EOI.
  - x. Bid submitted without the Declaration as desired in this EOI.
  - xi. The desired Bid Document cost and EMD is not received by the DMF, Jharsuguda within the scheduled date and time.
  - xii. The decision of the DMF, Jharsuguda in the matter of disqualification shall be final and binding upon the bidder and no further correspondence shall be entertained from any disqualified bidder thereafter.
7. All provisions in this document and future documents to be issued by the DMF, Jharsuguda in connection with this work will be supplementary and complementary to each other and are not to be read in isolation.
8. Bidders are advised to visit the designated District website [www.jharsuguda.odisha.gov.in](http://www.jharsuguda.odisha.gov.in) regularly for latest updates & clarifications/ corrigendum (if any) regarding this EOI and during subsequent stages of evaluation; otherwise DMF, Jharsuguda will not have any responsibility for bidder being not informed personally.
9. Any addition/ deletion/ modification of this EOI made before the due date/ time will be displayed on [www.jharsuguda.odisha.gov.in](http://www.jharsuguda.odisha.gov.in) only.
10. The DMF, Jharsuguda & District Administration, Jharsuguda reserves the right to verify the particulars furnished by the bidders independently and to obtain feedback from clients of the Bidder for whom, similar services had been rendered out by them.
11. Mere fulfilling the criteria laid down in this EOI does not entitle/guarantee the bidder to be shortlisted/selected/awarded the works for DMF, Jharsuguda.
12. The decision of acceptance of any or all (Bids) will rest with DMF, Jharsuguda which does not bind itself to accept the lowest and reserves to itself the right to reject any or all of the

- Bids received without assigning any reason thereof in favour of the District Administration.
13. The following shall be noted related to Ernest Money Deposit (EMD).
- (i) The Ernest Money Deposit (EMD) (without any interest) for all those bidders who are found not eligible shall be returned back to the bidder.
  - (ii) The Ernest Money Deposit (EMD) without any interest shall be refunded/ returned to remaining eligible bidders after evaluation and signing of agreement/ MOU with the successful bidder.
  - (iii) No exemption from depositing the Ernest Money Deposit (EMD) shall be allowed to any participating bidder.
  - (iv) The Ernest Money Deposit (EMD) will be released after the submission of performance security which is 05% of the agreement amount for the work to be assigned by the District Administration.
  - (v) The CPSU/ SPSU will deposit performance security @05% of the PMC charges (if necessary) in accordance with OGFR-2023 which will be refunded after the completion of contractual obligations within six months without any interest. The work shall be awarded as per the availability of fund with DMF/ District Administration, Jharsuguda.
  - (vi) Ernest Money Deposit (EMD) shall be forfeited in the following cases:
    - a) If any information or document furnished by the bidder turns out to be misleading/manipulated or untrue in any material respect;
    - b) If the successful bidder fails to execute the contract/ agreement within the stipulated time or any extension thereof fixed by the District Administration & DMF, Jharsuguda.
    - c) If DMF, Jharsuguda finds that bidder has committed any misconduct or furnished any misleading information or has adopted any fraudulent practice to win this bid.
    - d) If the bidder becomes eligible and do not participate in future evaluation stage of this EOI.
14. The DMF, Jharsuguda & District Administration, Jharsuguda reserves the right to modify unilaterally (if situation so arises) any part of the Expression of Interest (EOI) document at any stage of Evaluation or award of the work to the successful bidder in the interest of the District.
15. All provisions in this EOI document and future documents to be issued by the DMF/ District Administration, Jharsuguda in connection with this PMC work are/will be supplementary and complementary to each other and are not to be read in isolation.
16. In the interest of the District, the DMF, Jharsuguda reserves the right to:
- i. Accept or reject any or all bids for this EOI without assigning any reason, whatsoever at any stage.
  - ii. Amend the selection process at any stage without assigning any reason, whatsoever.



- iii. Interpret any clause, modify/alter and amend the provisions of this Expression of Interest (EOI) or any other document issued at any stage of selection without assigning any reason, whatsoever.
  - iv. Amend the scope of work without assigning any reason, whatsoever.
  - v. Debar the bidder, if during the process of selection or later at any stage, it is found or discovered that bidder has/ had provided incorrect/ misleading information or material misrepresentation or concealment of information sought by the DMF, Jharsuguda and
  - vi. Close/ cancel the invitation/ notice at any stage without assigning any reason, whatsoever.
17. Technically Eligible bidders or their representative, if interested can attend the opening of the Financial Bids. The date and time of opening the financial bid shall be notified later and uploaded on the District website i.e. [www.jharsuguda.odisha.gov.in](http://www.jharsuguda.odisha.gov.in).
  18. The DMF, Jharsuguda & District Administration, Jharsuguda may at its discretion, hire the services of an independent agency for quality audit for checking and ensuring the quality of construction to which the PSU will render due assistance in discharge of their duties.
  19. The construction work is open to technical/quality audit by any authorized Government agency to which the PSU will render assistance in discharge of their duties.
  20. PSU will ensure adherence to relevant CPWD/ OPWD specifications, relevant GFR, BIS codes, CVC guidelines & directions, environment and other regulatory requirements and will also ensure observance of all formalities/documents/ day to day activities as defined in OPWD/CPWD Works Manual for execution of 'Works Contract' and/or as directed by the District Administration/DMF, Jharsuguda from time to time.
  21. The District Administration/DMF, Jharsuguda reserves the right to reject any application/bid without assigning any reason and to restrict the list of Agency to any number deemed suitable in the interest of the District.
  22. The PMC shall always ensure availability equivalent to 05% (Five Percent Only) with them before releasing more than 95% payment to the contractor as Performance Security, which shall be released by PMC after the successful & satisfactory completion of work.
  23. The District Administration/DMF, Jharsuguda reserves the right to seek additional detailed status reports as it may deem fit throughout the project period as per the need and directions of financing/funding agencies viz..
  24. The PSU shall work towards minimizing if not total elimination of claims and disputes from the contractors. While checking the invoices and bills submitted by contractors the PSU shall ensure recovery of advances including statutory recoveries and continued validity of securities, submitted by contractors towards fulfilment of their liabilities to the works contract.
  25. The procedures and Works Manuals based on which the documents to be prepared shall be as decided preferably on the basis of OPWD/CPWD manual.
  26. The PSU shall monitor and ensure that the contractor(s) carryout construction in compliance of environmental standards, safety of the works, safety of personnel/public,

- and safety of construction equipment complying environmental and safety standards laid down in the Contract(s) and quality assurance documents and rules of local bodies.
27. The PSU shall monitor and ensure that every incident at the work site is reported and recorded and that the Contractor takes corrective and preventive measures for avoiding their recurrence. Further, it shall also inspect and report unsafe and inferior practices at the work site through control documents and ensure that the Contractors(s) takes corrective and preventive measures to improve the practices to prevent accidents.
28. The PSU shall ensure minimum 03 or 04-Star rating for Green Construction as per CPWD/OPWD guidelines and shall provide internal certification in this regard as desired by DMF, Jharsuguda/District Administration, Jharsuguda in the respective projects and as per the direction of financing/ funding agencies.
29. The PSU shall ensure implementation of various Labour Laws, Rules and Regulations including employee provident fund and other welfare measures by the contractor(s) as per the extent provisions and as laid down in the contract(s) along with ESI workmen compensation as per existing laws.
30. **Taxes & Duties:**
- Unless otherwise specified, the consultant, sub-consultants and their personnel shall pay such taxes, duties, fees and other impositions under the Applicable law as applicable on the day of signing this agreement, the amount of which is deemed to have been included in the contract price. This however excludes Goods & Service Tax (GST), any special taxes, duties, fees and other impositions by Government/ Statutory Authorities etc. which shall be paid extra to consultant. Also, any taxes, duties, fees and other impositions levied after the date of this agreement shall be paid.
  - The Taxes and GST as applicable from time to time will be considered by DMF, Jharsuguda/District Administration, Jharsuguda subject to the direction of the statutory bodies of DMF, Jharsuguda/District Administration, Jharsuguda / Funding Agency/ Financing Agency/ Other Govt. Agencies.
  - PMC shall make all statutory deduction in respect of the bills paid to Contractor. The responsibility of deposition of taxes & duties, signing & issue of Certificates to Contractor, submission of Returns, and other statutory matters relating to Income Tax deducted at source, etc. or in relation to any other statutory deduction which is applicable or may become applicable will be the responsibility of the PMC. PMC shall submit the final accounts either at the end of each financial year or at the time of closure of contract.
31. PSU shall be fully responsible for the soundness and correctness of all works executed by the contractor, the soundness of design and the conformity of the work to the approved Plans, designs and specifications and conditions of contract applicable to the subject work.



32. Interest against the deposit released by DMF, Jharsuguda shall be deposited in the DMF, Jharsuguda account at the end of each financial year.

**33. Payment Mode: -**

- (a) The whole PMC with architectural services job will be distributed into several packages to determine/ specify the duration, contract value and professional fees.
- (b) Whenever about 75% of the initial deposit (30% of project cost) is spent by PSU, the DMF, Jharsuguda/ financing/ funding agencies (as the case may be) shall provide additional funds to the tune of next 40% (Forty percent only) of the estimated cost on written demand with justification/ progress report duly signed by authorized personnel in the rank of Executive Engineer & countersigned by the authorized representative i.e. preferably the MoU Signing authority of PSU for timely completion of works.

Payment Mechanism		
Sl. No	Deliverables	Payment Mechanism
1	On Sanctioning of Projects & approval of DPR	30% of Project Cost
2	Upon receipt of 75% Utilization Certificate of the 30% released amount at the time of sanction of Project	40% of Project Cost
3	Upon submission of Project Completion Report	30% of Project Cost
<b>Total: -</b>		<b>100% of Project Cost</b>

- ✓ This includes topographical survey, soil investigation, preparation and approval of DPR, documentation for tendering process, arrangement for floating works tender, award of work to contractor, supervision and co-ordination of project during entire execution period and during defect liability period, handing over after post completion are within the scope of PMC.
  - ✓ The total project cost is to be finalized on the basis of the final quoted amount in the financial bid and subsequent price negotiation, appropriate proportion of the Total Accepted Tender Value, due to the Bidder within 30 days for which the Bidder has rendered his service under this Tender. All the payments shall be released on certification of satisfactory completion of work from the office. The following is the tentative payment schedule to the agency on successful completion of the assignment. However, the payment schedule shall be finalized at the time of signing contract form for the assignment.
- (c) Similarly, future fund requirements would be met by the invoice raised by the PSU from time to time till completion of release of 100% fund.
- (d) Any specific or emergent funds requirement by PMC can also be requested by the PMC by providing justification & 'UC' for the funds.
- (e) Security Deposit@ 05% (Five Percent) only shall be deducted from the payment

of the individual project. Security Deposit of the project cost shall be released after the successful & satisfactory completion of Defect Liability Period for each project without any interest.

- (f) Separate account of the DMF/ District Administration Jharsuguda funds will be maintained by the PSU in the nationalized bank to get the maximum benefit of interest by opening Flexi Fixed Deposit (FFD) or needful as per the guidelines/ directions of financing funding agencies issued from time to time.
- (g) If any interest accrues in the bank on the deposit/ advance given by the DMF/ District Administration Jharsuguda and/or in terms of project cost amount deposited to PSU by the contractor/ deducted by PSU from the contractors' bills etc. Then the same shall have to be credited to the project account of the DMF/ District Administration Jharsuguda by PSU by the end of every Financial Year.
- (h) During the execution of projects expenditure and utilization certificate will be forwarded by PSU in an approved OGFR-23 & 24/ CPWD/ GFR format on monthly/ quarterly basis to the DMF/ District Administration Jharsuguda or in any other manner as sought by the DMF/ District Administration Jharsuguda or by financing/ funding agency, from time to time.
- (i) The PSU shall be responsible for submitting the desired information regarding the physical & financial progress of the assigned projects/works as & when required by the DMF/ District Administration Jharsuguda.
- (j) Any of the above point is liable to be modified as per the guidelines of the Funding agency. i.e. DMF/ District Administration Jharsuguda from time to time. The selected PSU is bound to accept any of the modified conditions at the time of agreement or thereafter during execution of the project. As the modification will be as per the mandatory guidelines of the Funding agency.
- (k) PSU has to strictly follow & comply all the directions/ guidelines/norms of the DMF/ District Administration Jharsuguda/ Government of Odisha issued from time to time during and after assignment & execution of the DMF/ District Administration Jharsuguda.

34. The bidders are required to follow the guidelines as mentioned in this EOI.

**35. Supervision Charges/ Overhead Charges/ Consultancy fee**

- i) Supervision/ Overhead charges would be amount as quoted in the Financial Bid (with all taxes excluding GST, duties, levies etc.) which are payable in relation to the performance of the Agreement to be executed between DMF/ District Administration Jharsuguda.
- ii) Supervision Charges/ Overhead Charges/ Consultancy fee shall be paid on pro-rata basis of the total work executed based on requisitions submitted by the selected PSU. Consultancy fee/ Supervision charges/ overhead charges shall remain same for a particular project as per the initial DPR approved even in case of the incremental deviation/ escalation.



- iii) The Consultant shall pay any and all taxes including GST, duties, levies etc. which are payable in relation to the performance of the Contract. No extra fee in any case shall be paid to the PSU by DMF/ District Administration Jharsuguda.
  - iv) DMF/ District Administration Jharsuguda shall deduct Income Tax/ GST at source at applicable rates (if required), as per rules prescribed by Govt. of India as well as State Government of Odisha from time to time.
    - (l) The stage of payment of consultancy fee and GST there on will be based on the actual work executed & duly certified by the Technical authorities of the PSU which can also be verified by the DMF/ District Administration by any of the Government Department from time to time.
36. Delay due to factors which are not under control of the PSU: Suitable extension will be granted, if delay is not attributable to the PSU. Suitable compensation as per mutually agreed terms and conditions shall be given to the Consultant to meet out his expenses for the extended period.

**37. Obligations of the Client**

- a. The PSU will furnish layout plan of the existing structures at the time of initiation of a project assigned by District Administration/ DMF, Jharsuguda, if any, and services, if any, in the area where new Works are proposed.
- b. The CPSU/SPSU will nominate Coordinating Officer who shall perform the duties as desired in this EOI.
- c. The District Administration/ DMF, Jharsuguda/ any sub-ordinate agency will hand over vacant possession of land/Site to the PSU. The PSU may, if so required, take responsibility for demolition/disposal of existing buildings/structures (if any).
- d. The District Administration/ DMF, Jharsuguda will communicate their decisions whenever referred to, within reasonable time of such request from the PSU.
- e. The District Administration/ DMF, Jharsuguda shall not be responsible for any liability arising out of PSU's contractual obligations with the PSU's i.e. personnel, sub-consultants, licensors, collaborators, vendors and subordinates, working contractors for DMF/District Administration Projects, and who are engaged by the PSU and whose remuneration/fees are paid by the PSU from his/their consultancy fee.
- f. Extension of Contract: in the interest of the DMF/District Administration, in order to complete certain on-going projects, the client reserves the right to extend the period of contract maximum of two (one+ one) years beyond three years period of contract from the date of this agreement.

**38. Other responsibilities of PSU**

- i. Settlement of all accounts of the contractors including reconciliation of materials supplied to the contractors, if any.
- ii. Ensuring of defect liability activities are performed by the contractors during the respective liability periods.



- iii. Organizing/providing all operation and maintenance manuals through contractors and training to the DMF/ District Administration, Jharsuguda staff.
  - iv. Preparation of Final Report, which shall contain detail technical & financial information of the project.
  - v. After award of the work, the PSU will ensure all possible mandatory tests, as per relevant Indian standard codes and submission of reports thereto.
  - vi. Checking & finalization of final estimates, assisting in the audit/technical observation, etc. (if any).
  - vii. Conduct Arbitration matters between various agencies till final settlements of disputes.
  - viii. PSU shall prepare draft replies and get it vetted from the DMF/ District Administration in replying to the observations made by the DMF/District Administration/ Any other authorized agency if required.
  - ix. PSU shall handover the buildings & other structures complete in all respect, free from all encumbrances including the vacation of temporary workers, hutments etc. at site, if any, to the DMF/District Administration.
  - x. PSU shall maintain all registers/ records during execution of works as stipulated in CPWD/OPWD Works Manual. (Latest version)
  - xi. At the end of every financial year/ at the end of the project, PSU shall submit an expenditure and utilization of funds statement including the interest accrued in bank, in the format of CPWD/OPWD Works Manual.
39. Various information sought any enclosed formats should be furnished completely without any ambiguity.
40. The bids should be preferably typed and should be signed by the authorized person/ bidder.
41. If any information furnished by the bidder is found to be incorrect immediately or at a later stage/ date, the bidder is liable to be debarred and from taking part in any bid of DMF/District Administration and the INITIAL DEPOSIT/ EMD deposited by the bidder shall be forfeited, also agreement may be terminated.
42. Signing the Bids: The bid shall be signed by a person who is competent enough and authorized by the concerned PSU for which an authorization letter shall be submitted in original.
43. The particulars furnished regarding the work to be executed through this bid are provisional and liable to be modified as and when required in the interest of the DMF/District Administration on the basis of needs and funds availability.
44. All information called for in the enclosed forms should be furnished against the relevant columns in the forms. If for any reason, information is furnished on a separate sheet, this fact should be mentioned against the relevant column. Even if no information is to be provided in a column, a 'nil' or 'no such case' entry should be made in that column. If any particulars/ query is not applicable in case of the bidder, it should be stated as 'not applicable'. The bidders are cautioned that failure to provide complete information called for in the application forms or to provide it in clear terms to make any change in the prescribed forms or deliberately suppressing the information shall result in the bidder being summarily disqualified.

Sealed Big Envelope Super scribed with "Empanelment of PSUs for various Infrastructural works of different values under District Mineral Foundation (DMF), Corporate Social Responsibility Fund (CSR), and Deposit works of the Jharsuguda District, Odisha" for (Category:- A ) /

&

"Empanelment of PSUs for various Infrastructural works of different values under District Mineral Foundation (DMF), Corporate Social Responsibility Fund (CSR), and Deposit works of the Jharsuguda District, Odisha" for (Category :- B )

must contain 02 envelopes i.e. **Technical Bid** which also contain EMD & Bid Document Cost & **Financial Bid** where the rates offered will be specified shall be submitted **through speed/Registered post only.**

45. The bidder should sign and affix his office seal on each page of the EOI document downloaded from Jharsuguda District website [www.jharsuguda.odisha.gov.in](http://www.jharsuguda.odisha.gov.in) Overwriting must be avoided. Corrections, if needed, should be made by striking out by single line, the incorrect sentence/word and rewriting by the authorized signatory with signature and date. The bidder may provide any additional information, which is deemed necessary to establish capability to successfully complete the envisaged project. Pages of the pre-qualification documents are numbered. Additional sheets, if any added by the bidder, should be numbered. All these should be submitted as a package in bound form with signed Letter of Transmittal. Superfluous information need not be furnished and no information shall be entertained after submission of EOI document/ bid.
46. References, information and certificates from the respective clients certifying suitability, technical know-how or capability of the bidder should be signed by an officer not below the rank of the Executive Engineer or equivalent.
47. Documents submitted by the bidders in connection with this EOI will be the property of DMF/District Administration (OD).
48. DMF/District Administration reserves its right not to respond to any such query which it thinks not essential in the interest of the District.
49. DMF/ District Administration is not bound to accept any or all the EOIs. DMF/ District Administration reserves the right to reject any or all EOIs in the interest of the District without assigning any reasons, there off. No bidder shall have any cause of action or claim against DMF/District Administration or its officers, employees, advisers, agents, successors or assignees for rejection of this EOI.
50. Failure to provide information that is essential to evaluate the bidder's qualifications or substantiation of the information supplied, shall result in disqualification of the bidder.
51. It shall not be assumed that there shall be no deviation or change in any of the herein mentioned information. While this document has been prepared in good faith, neither DMF/District Administration nor any of its respective officers or employees or advisers or agents make any representation or shall have any responsibility or liability whatsoever in respect of any statements or omissions here from. Any liability is accordingly expressly disclaimed by DMF/District Administration or any of its respective officers, employees, advisers or agents, whether negligent or otherwise.
52. The PSU will be engaged for the purpose of executing work as per scope of work and the concerned PSU's technical officers will be directly and fully answerable to the

DMF/District Administration, Jharsuguda concerned. The PSU engaged, will be technically legally and financially responsible for the work entrusted by the DMF/District Administration.

53. The discretion and decision of Competent Authority, DMF/District Administration in respect of the 'EOI', shall be final and binding.
54. Time Limit for Validity of the Agreement: Unless extended by mutual consent of both the Client and the PSU (PARTIES), the Agreement will be valid for a period of 180 days beyond the date of the liability Period after completion of the last works contract under this agreement.

#### **H. Competent Authority:**

The Collector – cum – Chairperson, DMF, Jharsuguda shall be the competent authority for this MoU. The powers of the Competent Authority will be as under:

1. Amend EOI documents during the proposal evaluation process. Any amendments will be conveyed to the short-listed organization / Agency;
  2. Modify scope of work at the time of the award of the contract. Such modifications will be discussed and agreed with the PSU.
- At discretion during evaluation of bids, request an organization/ Agency for clarification on its proposal. This request will be in writing and the organization/ Agency should respond in writing. No change in price or substance of the bid shall be sought, offered or permitted at this stage.
  - The competent authority exercises the right to accept or reject any proposal without assigning any reason thereof.

#### **I. Award of contract:**

##### **(i) Selection of Bidder for Award of Work:**

The Technical Committee of the District Administration will scrutinize the Expressions of Interest (EOIs) received from bidders. If it is found that a bidder has: a. Provided misleading or false information, or deliberately suppressed details in the forms, statements, or enclosures required in the pre-qualification document. b. A record of poor performance, such as abandoning work midway, failing to complete contracts as per specifications, or showing financial weaknesses.

Then, the bidder will be disqualified.

##### **ii) Empanelment of PMC:-**

The empanelment of the Project Management Consultant (PMC) will be subject to:

- Verification of credentials.
- Inspection of similar works carried out or in progress.

This process will be conducted by a Technical Committee of experts nominated by the District Administration, Jharsuguda.

If the Technical Committee finds that multiple Public Sector Undertakings (PSUs) meet the eligibility criteria, the award of work will be distributed among them based on their capability and performance as decided by Executive Committee.

**J. Other Additional Terms & Conditions:**

➤ **AUTHORITY'S RIGHT TO VARY SCOPE AT TIME OF AWARD:**

If any change in Scope of the Contract causes an increase or decrease in the cost of, or the time required for, the Bidder performance of any part of the work under the Contract, an equitable adjustment shall be made in the Contract Price or schedule of implementation, or both, and the Contract, shall, accordingly be amended. Any claims by the Bidder for adjustment under this Para must be asserted within thirty (30) days from the date of the Bidder receipt of the Authority changed order.

➤ **AUTHORITY'S RIGHT TO ACCEPT AND TO REJECT ANY/ ALL BIDS:**

Authority reserves the right to reject any Bid and to annul the bidding process and reject all bids at any time prior to award of Contract without there by incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for such decision.

➤ **NOTIFICATION OF AWARD & SIGNING OF CONTRACT:**

- Prior to expiry of the period of Bid validity, the Authority will notify the successful Bidders in writing that its Bid has been accepted and send the successful Bidders the Contract Form.
- Within 10 days of receipt of the Contract Form, the successful Bidders shall sign the contract and return it to the Authority. If the successful Bidder/s thus selected fails to sign the contract as stipulated, the Authority reserves the right to offer the contract to the next lowest Bidder. However, the authority reserves the right to award the work to more than one agency subject to the condition that the bid prices of all the shortlisted agencies are same.

➤ **PENALTY:**

- A. Authority will levy penalty in case the Bidder fails to provide the services specified by the Authority in the ToR of this EOI document. The amount of penalty shall be commensurate with the nature of the breach/ defect/ deviation/ fault and as decided by Authority. Such an amount payable by the PSU shall be final and binding and shall not exceed 10% of the Total Accepted Contract Value of the bidder for the Contract Period. On the PSU repeatedly failing to rectify the faults within the time period as stated by the Authority, the Authority is free to cancel / terminate the Contract by giving one month notice.
- B. If there is any delay in submitting any report as demanded by the Authority whether monthly or quarterly or yearly, and if the delay continues for a period of more than 1 week, then penalty shall be charged as deemed appropriate by the Authority subject to maximum of 10% upper limit.

- C. Also, the Authority may, at its discretion, get the deviations, faults attended/ rectified by any other agency at the risk and cost of the PSU and the same will be recovered from the PSU.
- D. Delay in the work of the selected agency would be a ground for imposing a financial penalty & further debarring the agency from taking on any other work in the District in future.

➤ **TERMINATION OF THE CONTRACT:**

The competent authority may, by a written notice of termination to the Bidder, suspend the Contract if the Bidder fails to perform any of its obligations under this Contract (including the carrying out of the services) provided that such notice of suspension.

1. Shall specify the nature of the failure and
2. Shall request the Bidder to make good such failure within a specified period from the date of receipt of such notice of suspension by the Bidder.

➤ **LABOUR LAWS**

- a. The PSU shall undertake to ensure compliance with all labour laws including the newly notified ones and its enactments which are applicable to their workmen and also obtain through suitable provision in the Works Contracts, commitments by the Contractors in respect of their workmen to whom any part of the Works Contracts envisaged under this Agreement is entrusted.
- b. The PSU shall be responsible for enforcing all statutory obligations and any other laws in the above regard, in force from time to time, regarding employment or conditions of service of Contractors employees.
- c. The PSU shall ensure compliance by the Works Contractors of all safety rules as required under various Statutes in India through suitable provisions in the Works Contracts.
- d. The PSU shall incorporate a third party risk clause in all Works Contracts awarded by the Client, so as to ensure that the Client is held harmless and indemnified against any damage or injury to third party on account of any act or omission to act by the employees or representative of the Contractors engaged for the execution of the work.

➤ **STAFFING SCHEDULE:**

- a. The total implementation period for the PSU will consist of (i) individual construction periods of works contract and (ii) a defects liability period during which the PSU will only require part time input over the first 12 months of completion of each contract.
- b. During the first 12 months of defects liability period, the PSU Team Leader along with other staff will be required to continue on a periodic basis, as and when required, which will be dealt with separately at the appropriate stage towards the completion of the construction works.
- c. The Client expects all the proposed key personnel to be available during

implementation of the Contract as per the staffing schedule. The Client will not consider substitutions during contract implementation except under exceptional circumstances. In case of such replacements, the PSU will ensure that there is a reasonable overlap between the staff to be replaced and the replacement wherever feasible/possible.

➤ **TIME SCHEDULE:**

- a. Time is the essence of contract. The phasing of work and time allocations therefore shall be finalized by the Client in consultation with the PSU for execution of works by the Contractors.
- b. The PSU shall furnish to the client a detailed time-schedule (bar chart) for getting the works executed, after finalization of the Detailed Estimate based on Detailed Designs and Drawings (prepared by the PSU).
- c. The construction in all respects shall be completed by the PSU as per the above time schedule through engaged contractors.
- d. The PSU shall honour the time stipulation fixed by client from time to time. The PSU shall keep informing any deviation in time schedule.

➤ **FORCE MAJEURE:**

- (i) Neither the Firm/ Contractor nor the Client shall be considered as defaulting in the Performance of their obligations under this Agreement, as long as such performance is prevented or delayed, for reason, beyond the reasonable Control of the party claiming the existences of Force Majeure such as Acts of God, severe earthquake, cyclone (except monsoon), floods, lightning, land slide, fire or explosions, plague or epidemics, strikes, lockouts (lasting more than 14 consecutive calendar days), sabotage, blockade, war riots, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, insurrection or military usurped power or confiscation or trade embargoes or destruction of requisition by order of any Government or any Public Authority. The party claiming the existence of Force Majeure shall within ten days or within shortest possible period without delay, as the case may be, notify the other party about the occurrence of the Force Majeure event and provide the other details of arising ceasing of the impediment. At the end of the impediment, the party claiming the existence of Force Majeure shall provide necessary documental proof of cessation of work.
- (ii) As soon as the cause of Force Majeure has got removed, the party whose ability to perform its obligations has been affected shall notify the other of such cessation and of the actual delay incurred in such affected activity, including necessary evidence in support thereof. From the date of occurrence of a case of Force Majeure, obligations of the party affected shall be suspended during the continuance of Force Majeure Conditions and any



liability so caused until the case itself and the inability so caused resulting there from have been removed, the agreed time of completion of the respective obligations under this contract shall stand extended by a period equal to the period of delay occasioned by such events

- (iii) Should one or both the parties be prevented from fulfilling the contractual obligations by state of Force Majeure lasting continuously for a period of six months, the parties shall consult each other regarding the future implementation of the Project.

➤ **LIQUIDATED DAMAGES:**

In case the work described is delayed beyond the stipulated period of completion, for reasons directly attributable to PSU, a sum equivalent to 0.05% per day by which the respective work has been delayed subject to maximum of 10% (ten percent) on the construction cost of the project, shall be levied by way of liquidated damages not by way of penalty. This shall however not absolve the PSU of the responsibilities and obligations under the contract to complete the execution of work as per the completion time schedule.

➤ **PROFESSIONAL MISCONDUCT:**

If at any time, it is noticed that a deliberate attempt has been made by the PSU to cause over payment to the contractors by over measurement or over estimation of the rates or substandard work is accepted and recommended for payment, the amount shall be recovered from the consultancy fee of PSU due to it and also from other means available to the Client. The matter will be viewed as a professional misconduct and strict action as per law will be taken against the PSU.

➤ **CONFIDENTIALITY:**

Except with the prior written consent by the Client, the PSU and their representatives shall not at any time communicate to any person or entity any confidential information disclosed to them for the purpose of the services. The PSU shall not publicize any information pertaining to Client which is discussed with them during course of execution of project/ work in the interest of project completion in particular and client in general.

➤ **INDEMNIFICATION:**

The PSU/Contractor shall indemnify the Client for any loss resulting from and as a consequence of errors, omissions arising out of gross negligence on the part of the Firm/ Contractor or on the part of their employees/ representatives/agents and shall take necessary action to remedy the loss, such as removal of defects, deficiencies and such other action as considered necessary by the client to remedy the loss arising from such negligence.

➤ **THIRD PARTY LIABILITY:**

The Client shall not be liable for any injury/ death during the execution of project till the completion of defect liability period, caused to any official, employee, representative, labour or agent of the PSU/ Contractor or their sub Firm/Contractors working at the site or damage to their properties for any reason whatsoever and Client shall not entertain any claim from any person on that behalf. It would be the responsibility of the PSU/Contractor to get their official, employees, representatives, agents or their sub- Contractors insured against the possible risks involved in the discharge of their duties at the work site.

➤ **LIABILITY OF PSU**

- a. The PSU shall be liable for consequences of errors and omissions arising out of gross negligence on their part or on the part of their employees and shall take necessary action to remedy the defects and deficiencies arising from said negligence. The liability of the Consultant shall be restricted to the period of validity of the Agreement followed by the liquid damage period to be executed between the Client and PSU.
- b. The PSU shall not delegate their work to any other agency.
- c. Without prejudice to any provisions expressed in the Agreement, PSU shall be solely responsible for any delay, lack of performance, breach of agreement and/or any default under the Agreement due to reasons attributable to PSU. PSU shall remain liable for any damages due to its gross negligence within the period of validity of the Agreement. The amount of liability will be on the basis of actual loss/damage to be borne through consultancy fee charged by PSU.
- d. In the event of any ambiguity /anything not contained in this document, the Client reserves the right to take discretionary decision without assigning any reason thereof and such decision will be binding on concerned parties / all bidders. The client also reserves the right to cancel/ reject any bid due to any reason including human error in calculation incurred during process. The client shall be free to cancel the whole or part of the EOI/ bid process without assigning any reason thereof.

➤ **DISPUTE RESOLUTION:**

Any dispute arising out of this agreement shall be settled through mutual discussion and consultations among the parties. If the Parties are unable to so resolve within the period of 60 (sixty) Days then the same shall be settled by the District Court of Jharsuguda or by the Hon'ble High Court, Orissa.

➤ **COURT JURISDICTION:**

The client shall not be bound to give justification for any aspect of the selection process and the decision of the client shall be final and binding on all without any right of appeal. Further, in case of any dispute, any suite or legal proceedings against the client / DMF, the jurisdiction shall be restricted to the court of Jharsuguda only.



**Format for submission of Technical Proposal**

<b>A. General Details of Agency / Firm:</b>		
<b>Sl. No.</b>	<b>Particulars</b>	<b>Remarks / Documents to be attached</b>
1	Name of Agency	As mentioned in the Regd. Certificate (Attach Copy)
2	Address of Head Office: Telephone No. E – mail Id Name of Authorized Person	
3	Correspondence Address ( if different from above)	
4	Year of Establishment	
5	Years of work experience in executing projects / programmes as mentioned in eligibility criteria of EoI document.	As per format - I (A) and I (B)
6	Years of working experience with Govt. Department / Autonomous Body	As per format - I (C)
6	Annual Turnover of the Firm: <b>2022-23</b> <b>2023-24</b> <b>2024-25</b>	Attach the P & L and balance Sheet of firm for last three years duly certified by CA.
7	Income Tax – PAN	Attach Copy
8	GST Registration No.	Attach Copy
9	If the firm is a Central PSUs/ State PSUs	Attach a copy of documentary evidence.( Certificate issued Register for Company/ IGR)
10	Registration Number with council of Architects or Indian Institute of Architects	Attach copy
11	Details of manpower to be engaged for the assignment.	As per format - I (D)
12	Details of EMD & Tender Fees Deposited	Attach demand draft.

Seal & Signature of  
The Authorized person/ representative of the PSU



**Format - I (A)**

**Work Experience of Past Ten (10) Years Completed Projects (Attach Documentary Evidence)**

Sl. No.	Name of The Client	Type of Consultancy Work	Estimated Value of The Project	Value of the Consultancy Fees	Year

**Format - I (A)**

**Work Experience of Past Ten (10) Years On-going Projects (Attach Documentary Evidence)**

Sl. No.	Name of The Client	Type of Consultancy Work	Estimated Value of The Project	Value of the Consultancy Fees

**Format - I (C)**

**Details of Govt. Projects undertaken (Attach Documentary Evidence)**

Sl. No.	Name of The Client	Type of Consultancy Work	Estimated Value of The Project	Value of the Consultancy Fees	Year

**Format - I (D)**

**Details of employees on Pay Roll of the Organization**

Sl. No.	Name of The Person	Qualification	Total Years of Work Experience	Experience with the Firm	Position Hold
					Civil Eng.
					Electrical Eng.
					Mechanical Eng.
					Architect

**Seal & Signature of  
The Authorized person/ representative of the PSU**



**FINANCIAL/PRICE BID**

(Civil Infra Part)

Eol No. - \_\_\_\_\_

date \_\_\_\_\_

**Inviting Authority: The Collector & Chairperson - cum – Managing Trustee, DMF, Jharsuguda**

**Name of Work: Empanelment of CPSU / SPSU as PMC for the project management & supervision with architectural services for execution of projects/ works under CSR/ DMF, Jharsuguda/Deposit work.**

<b>Name of the PSU</b>		
<b>PRICE SCHEDULE</b>		
<b>Sl. No.</b>	<b>Item Description</b>	<b>PMC Fees in percentage to be entered in figures</b>
<b>Description</b>		
1.01	Consultancy Fees as PMC for infrastructural projects under DMF, Jharsuguda against the scope of work / ToR stated in the Eol	..... (%)
	<b>Grand Total</b>	..... (%)
<b>PMC / Overhead/ Consultancy Fees % (in words):</b>		

Signature &amp; Seal.....

Name of the authorized person.....

Complete address.....



**FINANCIAL/PRICE BID****(Procurement Part)**

Eol No. -

date \_\_\_\_\_

Inviting Authority: The Collector & Chairperson - cum – Managing Trustee, DMF, Jharsuguda

Name of Work: Empanelment of CPSU / SPSU as PMC for the project management & supervision with Procurement Infra services for execution of projects/ works under CSR/ DMF, Jharsuguda/Deposit work.

Name of the PSU		
<b>PRICE SCHEDULE</b>		
Sl. No.	Item Description	PMC Fees in percentage to be entered in figures
<b>Description</b>		
<b>1.00</b>	Percentage of Fee for PMC Services for Procurement work	..... (%)
	<b>Grand Total =</b>	..... (%)
<b>PMC / Overhead/ Consultancy Fees % (in words):</b>		

Signature &amp; Seal.....

Name of the authorized person.....

Complete address.....



**Proposal Covering Letter Format**

Date:

To

**The  
Collector, Jharsuguda**

**Dear Sir,**

We, (Name of the Applicant), hereby submit our Proposal in response to EOI Document No. ... for *Empanelment of PSUs for various infrastructural works of different values under District Mineral Foundation (DMF), Corporate Social Responsibility Fund (CSR), and Deposit works of the Jharsuguda District, Odisha* for Category A / Category B, and confirm the following in response to the notice inviting EOI:

1. All the information provided in this Proposal and in the attachments are true and correct to the best of our knowledge and belief.
2. We shall make available any additional information if required to verify the correctness of the above statement.
3. Certified that the period of validity of Proposal is 90 days from the last date of submission of Proposal.
4. We are quoting for all the services mentioned in the Scope of Work of the RFP.
5. We the Applicants are not under a Declaration of Ineligibility for corrupt or fraudulent practices or blacklisted by any of the Government agencies as on bid calling date.
6. DMF Jharsuguda, may contact the following person for further information regarding this Proposal:
  - a. Name and full address of office, Contact No., Email ID, Company Name
7. We are submitting our Eligibility criteria, Technical Bid and Financial Bid along with original DD towards cost of Bid document and EMD.

Yours sincerely,

Signature

Full name of signatory

Designation

Name of the Applicant Organization  
etc.

