

# REQUEST FOR PROPOSAL

## Selection of Programme Management Consultant (PgMC) for providing Engineering Services for various projects of Odisha State Agricultural Marketing Board (OSAM Board)



### ODISHA STATE AGRICULTURAL MARKETING BOARD

Khandagiri, Bhubaneswar, Odisha 751030

Telephone: (0674) – 295 4311/295 2416

e-mail : [osamboard99@yahoo.com](mailto:osamboard99@yahoo.com)

Website: <https://osam.odisha.gov.in/>

Selection of Programme Management Consultant (PgMC) for providing Engineering Services  
for various projects of Odisha State Agricultural Marketing Board (OSAM BOARD)



**ODISHA STATE AGRICULTURAL MARKETING BOARD**

Plot No.1800 (P), Baramunda, Post-Khandagiri, Near Indian Oil Petrol Pump Bhubaneswar  
Ph. No. 0674-2351311, Email: osamboard99@yahoo.com, Website: [www.https://osamb.odisha.gov.in](https://osamb.odisha.gov.in)

Tender No: \_\_\_\_\_

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

**REQUEST FOR PROPOSAL**

General Manager, OSAM Board, Bhubaneswar invites Request providing Engineering Services for various projects of Odisha State Agricultural Marketing Board (OSAM BOARD).

The complete RFP document covering the details of the scope of the services, eligibility criteria, selection process, and other details can be downloaded from <https://osamb.odisha.gov.in> and <https://coop.odisha.gov.in>.

The indicative bid process timelines are as below:

Sl. No	Activity	Time Line
1.	Issue of RFP	10-02-2026
2.	Submission of Pre-Proposal Queries	18-02-2026
3.	Pre-Proposal Meeting	20-02-2026
4.	Upload of Pre-Bid clarification date & time	21-02-2026
5.	Due Date for Submission of Proposal	05-03-2026
6.	Opening of Technical Bid	06-03-2026
7.	Opening of Financial Bid	Will be intimated Later

Bidders are advised to prepare and submit their proposals only after visiting the location and confirming the service level requirements and baseline information for the purpose of preparation of their proposal.

Any Clarifications/ Addendum/ Corrigendum/ Cancellation Notice of the RFP will be uploaded in the websites <https://osamb.odisha.gov.in> and <https://coop.odisha.gov.in>. The authority reserves the right to accept/reject any/all proposals/cancel the entire selection process at any stage without assigning any reason thereof.

**General Manager,  
OSAM Board, Bhubaneswar**

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## **DISCLAIMER**

The information contained in this Request for Proposal document ("RFP") or any other information subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisers, is provided to the Bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested Bidders with information that may be useful to them in the formulation of their Proposals pursuant to the RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Services. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidders is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense, which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this selection process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise however caused or arising from reliance of any Bidder upon the statements contained in this RFP. The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the selected Agency, as the case maybe, to provide the Services and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Proposal, regardless of the conduct or outcome of the selection process

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**BIDDER DATA SHEET**

SL NO.	DESCRIPTION	RELATED INFORMATION
1.	Name of the Authority	<b>General Manager, Odisha Agricultural Marketing Board (OSAM Board)</b>
2.	Title of Request for Proposal (RFP)	Selection of Programme Management Consultant (PgMC) for providing Engineering Services for various projects of Odisha State Agricultural Marketing Board (OSAM Board).
3.	Contract Period	03 years (i.e. 36 Months)
4.	Method of Selection	Quality cum Cost Based Selection (QCBS) 70:30
5.	Proposal Validity	180 Days
6.	Publication of RFP Notice	<b>10 / 02 / 2026</b>
7.	Downloading RFP Document	Bidders can download the complete RFP Document from the websites <a href="http://www.osamb.odisha.gov.in">www.osamb.odisha.gov.in</a> and <a href="https://coop.odisha.gov.in">https://coop.odisha.gov.in</a>
8.	Deadline for Submission of Pre-Proposal / Pre-Bid Queries Query	Pre-bid queries shall be sent by <b>18 / 02 / 2026 by 4:00 PM</b> to <b>osamboard99@yahoo.com</b> as per the prescribed format at <b>Annexure-II</b> . Queries submitted beyond the above deadline will not be taken into consideration
9.	Pre-bid meeting	The pre-bid meeting shall be held on <b>20 / 02 / 2026 at 03:00 PM</b> at Conference Hall, <b>Odisha Agricultural Marketing Board (OSAM Board)</b> Plot No.-1800(P), Near Ramamani Indian Oil Petrol Pump, Baramunda, Khandagiri, Bhubaneswar, Odisha – 751030
10.	Proposal Due Date	<b>05 / 03 / 2026, 05:00 PM</b>
11.	Date of opening of Technical Proposal	<b>06 / 03 / 2026, 11:30 AM</b>
12.	Date of Technical Presentation	To be intimated later
13.	Date of opening of Financial Proposal	To be intimated later
14.	Address for Submission of Proposal	<b>The General Manager Odisha Agricultural Marketing Board (OSAM Board)</b> Plot No.-1800(P), Near Ramamani Indian Oil Petrol Pump, Baramunda, Khandagiri, Bhubaneswar, Odisha – 751030 <b>Contact Number (0674) 295 4311/295 2416,</b> <b>Email - <a href="mailto:osamboard99@yahoo.com">osamboard99@yahoo.com</a></b>
15.	Mode of Submission of Proposal	Speed Post / Courier only to the address and time as specified above. Submission of proposal through any other mode will be rejected.

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<b>SL NO.</b>	<b>DESCRIPTION</b>	<b>RELATED INFORMATION</b>
16.	Bid Processing Fee (Non-Refundable)	<b>Rs. 10,000/-</b> (Rupees Ten Thousand Only) – (GST under RCM by the Bidder) through Demand Draft in favour of “ <b>General Manager, OSAM Board</b> ” payable at any scheduled commercial bank at Bhubaneswar.
17.	Earnest Money Deposit / Bid Security	<b>Rs. 30,00,000/- (Rupees Thirty Lakhs Only)</b> through Demand Draft in favour of “ <b>General Manager, OSAM Board</b> ” payable at any scheduled commercial bank at Bhubaneswar.
18.	Place of Opening of Proposal:	The technical proposal will be opened by the tender inviting authority in the presence of authorized representative of the bidder.
19.	Performance Security	Selected bidder must submit Performance Security of the amount equivalent to 5% of the Contract Value in the form Performance Bank Guarantee (prescribed format at <b>Annexure-III</b> ) pledged to <b>General Manager, OSAM Board</b> , Bhubaneswar, payable at Bhubaneswar.
20.	Signing of Service Agreement (SA)	Within 14 (Fourteen) days from the date of issue of Letter of Award (LoA)
21.	Mobilization Period and Commencement of Service	15 days from the signing of Service Agreement (SA) / Request from OSAM
22.	While all information/data given in the RFP are accurate within the consideration of scope of the proposed assignment to the best of the knowledge, the Client holds no responsibility for accuracy of information and it is the responsibility of the bidder to check the validity of information/data included in this document. The tender inviting authority reserves the right to accept / reject any/all proposals / terminate the entire selection process at any stage without assigning any reason thereof.	

- RFP can be downloaded from OSAMB website i.e. [www.osamb.odisha.gov.in](http://www.osamb.odisha.gov.in) and <https://coop.odisha.gov.in> (for view and download).
- Subsequent corrigendum, if required, shall appear in this website

## **SECTION: 1**

### **LETTER OF INVITATION**

**Selection of Programme Management Consultant (PgMC) for providing Engineering Services  
for various projects of Odisha State Agricultural Marketing Board (OSAM BOARD)**

## LETTER OF INVITATION

**Name of the Assignment: Selection of Programme Management Consultant (PgMC) for providing Engineering Services for various projects of Odisha State Agricultural Marketing Board (OSAM BOARD)**

1. Odisha State Agricultural Marketing Board (OSAM Board), (the “**Authority**”) in accordance with the provisions under the Guidelines for Engagement of Consultants and Outsourcing of Services issued in the Office Memorandum No. 37323/F Dt. 30.11.2018 of the Finance Department, now invites proposal from reputed agencies for providing Engineering Services for various projects taken up by Odisha State Agricultural Marketing Board (OSAM BOARD)
2. A bidder will be selected under **Quality and Cost Based Selection** procedure as prescribed in the RFP Document in accordance with the procedures prescribed herewith circulated vide Office Memorandum No. 37323/F, Dated: 30.11.2018 of Finance Department, Govt. of Odisha.
3. The RFP shall be available in OSAMB website i.e. [www.osamb.odisha.gov.in](http://www.osamb.odisha.gov.in) and <https://coop.odisha.gov.in> **10 / 02 / 2026** till **05 / 03 / 2026**. The Technical proposal must be submitted in hard bound/ Spiral bound form serially numbered.
4. Evaluation of the proposals shall be made as per the evaluation criteria mentioned in the RFP prior to opening of financial proposal.
5. The total time period of the assignment will be for 36 Months. However, the time period shall be extended for another 36 months depending upon the performance of the Agency. Decision for extension of the Contract shall be the sole discretion of the Authority.
6. Selection will be done on the basis of 2-stage process. In the 1st stage, Preliminary evaluation of the proposals will be done to determine whether the requisite documents / information have been properly furnished by the bidder or not (as per Point 1 of RFP). The technical proposal is required to be submitted in hard bound/ Spiral form exactly as per submission made with all pages numbered serially along with an index of submission. (Hard bound implies binding between two cover through stitching or otherwise where by it may not be possible to replace any paper without disturbing the documents) loose form, etc. will not be accepted. The Bids which meets all the compliances will only be considered as responsive. In the 2nd stage, Financial Proposals of those Agencies who bids are found responsive will be opened. Interested consulting firms are requested to submit the documents in separate sealed covers: 1. General Eligibility and Compliances & 2. Financial Proposal. Proposals shall finally be ranked according to their financial quote. The award of work shall be done on Quality cum Cost Based Selection (QCBS) among the qualifying Agencies.
7. Both Financial and Technical proposals (in physical form) shall be submitted within the stipulated date and time as mentioned in the RFP and the hard copy of the proposal shall be sent through speed post or courier service only (no drop box or by hand delivery allowed) at the address mentioned below.

**The General Manager**

**Odisha Agricultural Marketing Board (OSAM Board)**

Plot No.-1800(P), Near Ramamani Indian Oil Petrol Pump,  
Baramunda, Khandagiri, Bhubaneswar, Odisha – 751030

**Contact Number (0674) 295 4311/295 2416,**

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8. The proposal, complete in all respect as specified in the RFP Document, must be accompanied with a **Non- refundable** amount of **Rs. 10,000/-** (Rupees Ten Thousand Only) – (GST under RCM by the Bidder) towards **Bid Processing Fee** and **Rs. 30,00,000/- (Rupees Thirty lakhs only)** towards **Bid Security/ EMD** in the form as prescribed in the RFP failing which the bid will be rejected
9. The last date and time for submission of proposal, date of opening of technical proposal as mentioned in the Bidder Data Sheet.
10. This RFP includes following sections:
  - a) Letter of Invitation **[Section – 1]**
  - b) Information to the Bidder **[Section – 2]**
  - c) Terms of Reference **[Section – 3]**
  - d) Technical Proposal Submission Forms **[Section – 4]**
  - e) Financial Proposal Submission Forms **[Section –5]**
  - f) Bid Submission Checklist **[Section –6]**
  - g) Standard Form of Contract **[Section –7]- not Provided**
  - h) Annexure **[Bid Submission Checklist & Performance Bank Guarantee Format provided]**
11. While all information/data given in the RFP are accurate within the consideration of scope of the proposed assignment to the best of the Authority's knowledge, the Authority holds no responsibility for accuracy of information, and it is the responsibility of the bidder to check the validity of information/data included in this RFP. The Authority reserves the right to accept / reject any / all proposals / cancel the entire selection process at any stage without assigning any reason thereof.

**General Manager  
Odisha Agricultural Marketing Board  
(OSAM Board)**

## **SECTION: 2**

# **INSTRUCTION TO BIDDERS**

**Selection of Programme Management Consultant (PgMC) for providing Engineering Services for various projects of Odisha State Agricultural Marketing Board (OSAM BOARD)**

**1. Pre-Qualification Criteria:**

Prior to the evaluation of the Qualification Proposals, each Bidder's Eligibility Proposal will be assessed based on the following Eligibility Criteria (**Eligibility Criteria**). Each Bidder is required to provide copies of the following supporting documents/information as part of its Eligibility Proposal failing which the Proposal will be rejected.

<b>Sl No.</b>	<b>Description</b>	<b>Supporting Document</b>
1	The Applicant shall either be a society/ Proprietorship/ company /partnership firm/ LLP etc with required experience and registered under relevant Acts.	Documentary evidence shall have to be submitted along with the Proposal
2	Similar works refers to Programme Management Consultancy/ Project Management Consultancy Services / infrastructure design works for projects related to the development of markets/ mandis/ warehouse/ godowns/ buildings/ multi-level car parking/ stadium infrastructure / industrial infrastructure including warehouse / infrastructure projects with building component etc.	Copy of Work orders/Agreement along with the completion certificate as per <b>Form TECH-5</b>
3	<p>Bidder must have successfully completed at least Three (3) assignments of similar* nature (having project value each <math>\geq</math> INR 100 Crores**, in the infrastructure / construction sector under Central / State Govt. / Externally Aided Projects / Autonomous bodies operated under Govt. administrative control / PSU during the last 10 Years as on the bid due date.</p> <p>*Similar works refers to Programme Management Consultancy/ Project Management Consultancy services / infrastructure design works for projects related to the development of markets/ mandis/ warehouse/ godowns/ buildings/ multi-level car parking/ stadium infrastructure / industrial infrastructure including warehouse / infrastructure projects with building component etc.</p> <p>Only completed projects (successful continuous operation of PGMC/ PMC for a period of at least 2 years in a single work order without extension) shall be considered for evaluation.</p> <p>**Please note that project value refers to the total value of project including works and not the consultancy fee. Also, project cost can contain costs of multiple projects / project components, but all such projects must have been executed under a single contract / agreement.</p> <p>*** Credentials of parent company / associates to be considered</p>	Copy of Work orders/Agreement along with the completion certificate as per <b>Form TECH-5</b>
4	<p><b><u>Financial Criteria</u></b></p> <p>Average financial turnover of the Bidder should be at least INR 30 Crores in last 3 financial years ending 31.03.2025.</p>	Statutory Auditor/ Chartered Accountant certificate along with Financial Statements as per Form TECH-3

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5	Bidder must not have been barred or blacklisted by the Govt, any state government, or any of its organisations from participating in any project or being awarded any contract and the bar subsists on the Proposal Due Date.	Undertaking as per <b>Form TECH-7</b> on stamp paper of appropriate value.
6	A Bidder shall not have a Conflict of Interest. A Bidder shall be considered to have a Conflict of Interest if any of the conditions set out in Clause 13 of this RFP apply to the Bidder.	Self-Declaration from the Bidder as per <b>Form TECH-6</b>
7	Bidders shall warrant by its proposal that the contents of its proposal have been arrived at independently without any collusion among two or more interested parties.	Anti-Collusion certificate in form <b>TECH-10</b>

**Please note - For the purposes of this RFP, consortium / JV is not allowed.**

**1.1 Documents / Formats need to be submitted along with TECHNICAL PROPOSAL:**

The bidders have to furnish the following documents duly signed in along with their Technical Proposal:

- Filled in Bid Submission Check List in Original (**Annexure-I**)
- Covering letter (TECH- 1) on Bidder's letterhead.
- Bid Processing Fee & Earnest Money Deposit (EMD) as applicable
- General Details of the Bidder (TECH – 2)
- Financial Capacity of the Bidder (TECH – 3)
- Power of Attorney (TECH – 4) in favour of the person signing the Proposal on behalf of the Bidder.
- Project Experience of the bidder (TECH – 5)
- Undertaking regarding Conflict of Interest (TECH - 6)
- Undertaking for Non-Blacklisting (TECH-7)
- Approach, Methodology & Work Plan to undertake the assignment (TECH - 8)
- Undertaking for no judicial proceeding (TECH - 9)
- Anti-Collusion Certificate (TECH - 10)
- CVs of the Key Personnel (TECH - 11)
- PAN & GSTIN
- Copies of Annual Audited Report for the financial years of 2022-23, 2023-24 & 2024-25.
- Project Performance/ Completion Certificates for the projects mentioned in TECH-5

***Bidders should submit the required supporting documents as mentioned above. Bids not conforming to the eligibility criteria and non-submission of required documents as listed above may lead to rejection of the bid. Submission of forged documents will also result in rejection of the bid. Bidders are advised to study all instructions, forms, terms & conditions and other important information as mentioned in the RFP Document. The proposal must be complete in all respect and indexed. Each page should be numbered and signed by the authorized representative.***

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**2. Bid Processing Fee:**

The bidder must furnish as part of technical proposal, the required bid processing fee amounting to **Rs. 10,000/-** (Rupees Ten Thousand Only) – (GST under RCM by the Bidder) in form of Demand Draft in favour of “**General Manager, OSAM Board**”, payable at Bhubaneswar issued from any Nationalized/ Scheduled Bank as prescribed in the RFP failing which the bid will be rejected.

**3. Earnest Money Deposit/ Bid Security:**

The Bidder shall furnish as part of its Proposal, a bid security of **Rs. 30,00,000/- (Rupees Thirty Lakhs only)** in the form of BG/ Demand Draft in favour of “General Manager, OSAM Board”, payable at Bhubaneswar issued from any Nationalized/ Scheduled Bank, countersigned by its local branch at Bhubaneswar (the "Bid Security"), returnable not later than 180 days from Proposal Due Date. In the event that the first ranked Bidder commences the assignment, the second ranked Bidder, whose proposal has been kept in reserve, shall be returned forthwith, but in no case not later than 180). In case successful bidder is announced, the Bid Security of all unsuccessful bidders shall be returned, while the Bid Security of the successful bidder shall continue to be effective until the successful bidder furnishes the Performance Bank Guarantee (as per the provisions of this RFP). The Bid Security shall be forfeited if (a) a successful bidder fails to sign the Agreement for whatever reason, or (b) the bidder withdraws the tender during the validity period of tender. The EMD will be forfeited on account of the following reasons:

- Bidder withdraws its proposal during the bid validity period as specified in RFP
- Bidder does not respond to requests for clarification of its proposal.
- Bidder fails to provide required information during the evaluation process or is found to be non-responsive or has submitted false information in support of its qualification.
- If the bidder fails to
  - provide any clarification to the Client
  - agree to the decisions of the contract negotiation meeting
  - sign the contract within the prescribed time period
  - furnish required Performance Bank Guarantee within the prescribed time period as per the agreed terms and conditions of the RFP
- Any other circumstance which holds the interest of the Client during the overall selection process.

**4. Validity of the Proposal:**

Proposals shall remain valid for a period of 180 (One hundred and eighty) days from the date of opening of the technical proposal. The Authority reserves the rights to reject a proposal valid for a shorter period as non-responsive and will make the best efforts to finalize the selection process and award of the contract within the bid validity period. The bid validity period may be extended on mutual consent.

**5. Proposal Preparation Cost:**

The bidder shall be responsible for bearing all the costs and expenses associated with the preparation of its proposal and participate in the bidding process. Client shall not be responsible, or in any way liable for such costs/expenses, regardless of the conduct or outcome of the bidding process.

**6. Project Inspection and Location Visit:**

The Bidder, at his own responsibility and risk can visit, and examine the location of the project and its surroundings, and obtain all information that may be necessary for preparing the proposal. The costs

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of visiting the site shall be borne by the Bidder. Client shall not be liable for such costs, regardless of the outcome of the bidding process.

**7. Only One Proposal:**

Each bidder will submit only one proposal. Alternative bid is not allowed. Consortium / Joint venture of any form is not allowed under this bidding process.

**8. Taxes:**

The financial proposal /bid shall be exclusive of applicable Goods & Services Tax (GST). As a condition, precedent for reimbursement of the GST, the bidder shall provide a valid GSTIN and raise GST compliant Tax Invoice to the Client. The financial liability on account of any other applicable taxes, as may be applicable on the amounts received by the Agency from Client shall be solely borne by the Agency. The Agency alone shall be responsible in all respects for the payment of all taxes including Income Tax etc. in a timely manner and filing the returns in respect thereof as per the applicable laws. Client shall not bear any responsibility in this regard. However, towards compliance with the applicable Tax laws, Client shall deduct TDSs as applicable from the payments to be made by Client to Agency and a certificate shall be made available to the Agency in support of the evidence.

**9. Pre -bid Queries / Pre-bid Meeting:**

- a) Bidders are allowed to submit their queries in respect of the RFP and other details if any to OSAMB through e-mail to [osamboard99@yahoo.com](mailto:osamboard99@yahoo.com) till the timeline as per Bidder Data Sheet. Clarifications to the above will be uploaded on the OSAMB Website.
- b) The pre-bid meeting shall be held as per schedule mentioned in the bidder data sheet.
- c) If any information about the subject site is required by the prospective bidder prior to 3 (three) days from the last date of bid submission, the same can be obtained from:

**The General Manager**

**Odisha Agricultural Marketing Board (OSAM Board)**

Plot No.-1800(P), Near Ramamani Indian Oil Petrol Pump,  
Baramunda, Khandagiri, Bhubaneswar, Odisha – 751030

**Contact Number (0674) 295 4311/295 2416,**

**Email - [osamboard99@yahoo.com](mailto:osamboard99@yahoo.com) ,**

- d) OSAMB reserves the right not to offer clarifications on any issue or if it perceives that the clarifications can only be made at a later stage, it can do so at a later date.
- e) No extension of any deadline will be granted on the basis or grounds that OSAMB have not responded to any question or not provided any clarification
- f) The queries should necessarily be submitted in the following format: -

<b>RFP Reference(s) (Section &amp; Page Number)</b>	<b>Content of RFP requiring Clarification(s)</b>	<b>Query in Details</b>

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**10. Preparation and Submission of Proposal:**

**10.1 Special Instructions for Preparation of Proposal**

- i. **Language:** The proposal and supporting documents shall be in English language unless otherwise specified.
- ii. **Currency:** Bidders shall express the price of their Financial Proposal in Indian Rupees (INR) only.
- iii. All Bidders are required to submit their proposal in accordance with the guidelines set forth in this RFP. In order to promote consistency among proposals and minimize potential misunderstandings regarding interpretation of proposals by Client, the format in which bidders have to specify the fundamental aspects of their Proposal have been outlined in this RFP.
- iv. The technical proposal shall contain no correction or overwriting, except as necessary to correct errors made by Bidder/s. Any such corrections or overwriting must be signed by the authorized representative of the bidder. There should not be any overwriting in the financial bid. Client's decisions in this regard will be final.
- v. In preparing their Proposal, bidders are expected to examine in detail all the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal. While preparing the Technical Proposal, Bidders must give particular attention to the following:
  - a. The bidder must physically visit the project location to have a clear understanding of the proposed facilities and the nature of services required, financial and technical implications.
  - b. While making the proposal, the bidder must ensure that they provide all the information as sought by Tender Inviting Authority, failing which the proposal shall be considered as non-responsive.
  - c. Detail working of the lump sum price must be submitted along with the Financial Proposal (as per financial Bid Submission Form as prescribed in the RFP).
- vi. It shall be deemed that prior to the submission of the Proposal, the Bidder has:
  - a. Made a complete and careful examination of terms and conditions / requirements, and other information as set forth in this RFP document;
  - b. Received all such relevant information as it has been requested from Client; and
  - c. Made a complete and careful examination of the various aspects of the Project.
- vii. No change in or supplementary information to a Proposal shall be accepted after the Proposal Due Date. However, Client reserves the right to seek clarifications if any / additional information from the Bidders, if found necessary, during the course of evaluation of the Proposal. In case of non- submission, incomplete submission or delayed submission of such additional information or clarifications sought by Client, the Proposal would be evaluated solely on the basis of available information.
- viii. Client shall not be liable for any mistake or error or neglect by Bidder in respect of the submitted proposal.
- ix. Client reserves the right to verify any or all information furnished by the Bidder.

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- x. Notwithstanding anything stated in this RFP, if any claim made or information provided by the Bidder in the Proposal or any information provided by the Bidder in response to any subsequent query by Client, is found to be incorrect or is a material misrepresentation of facts, then the Proposal will be liable for rejection.
- xi. **Bid Submission Checklist:** Bidder shall submit the signed “Bid Submission checklist” for the documents submitted along with the technical proposal as per format at “**Annexure-I**” along with requisite documents as indicated in the RFP (Eligibility and Responsive Requirements)

**10.2 Preparation and Submission of Bids:**

**Documents Comprising the Bid**

The proposal shall be submitted in 2 (Two) parts in 2 (Two) separate envelopes/packages put together in 1 (one) single outer envelope. The outer envelope should be superscribed with the Bidder Name and Bidder Number. The 2 parts (collectively referred to as ‘Proposal’) shall be:

**Part 1- Technical Proposal**

Part 1, the “**Technical Proposal**” should have the following documents.

- i. Filled in Bid Submission Check List in Original (Annexure-I)
- ii. Covering letter (TECH- 1) on Bidder’s letterhead.
- iii. Bid Processing Fee & Earnest Money Deposit (EMD) as applicable
- iv. General Details of the Bidder (TECH – 2)
- v. Financial Capacity of the Bidder (TECH – 3)
- vi. Power of Attorney (TECH – 4) in favour of the person signing the Proposal on behalf of the Bidder.
- vii. Project Experience of the bidder (TECH – 5)
- viii. Undertaking for Non-Blacklisting (TECH-7)
- ix. Undertaking regarding Conflict of Interest (TECH - 6)
- x. Approach, Methodology & Work Plan to undertake the assignment (TECH - 8)
- xi. Undertaking on judicial proceedings and/or criminal offences on the Bidder's letterhead (TECH - 9)
- xii. Copies of Annual Audited Report for the financial years of 2022-23, 2023-24 & 2024-25.
- xiii. Project Performance/ Completion Certificates for the projects mentioned in TECH-5
- xiv. Anti-Collusion Certificate (TECH - 10)
- xv. CVs of the Key Personnel (TECH - 11)
- xvi. Certificate of Incorporation, Copy of PAN & GST Registration
- xvii. RFP Document duly signed by Bidder’s Authorized Signatory.

**Part 2- Financial Proposal**

The Part 2, the “**Financial Proposal**” should be submitted as per the format for Financial Bid given in **Section 5**. Inclusive of all applicable statutory taxes but excluding GST.

**10.3 Submission of Bids**

Each page of the two parts should be page numbered and in conformation to the eligibility qualifications and clearly indicated using an index page. The Authority will not consider any proposal that arrives after the deadline as prescribed in the Bidder Data Sheet. Any Proposal received after the deadline will be out rightly rejected by the Authority.

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

**Part-A:**

**Technical proposal for**

**“SELECTION OF PROGRAMME MANAGEMENT CONSULTANT (PGMC) FOR PROVIDING ENGINEERING SERVICES FOR VARIOUS PROJECTS OF ODISHA STATE AGRICULTURAL MARKETING BOARD (OSAM BOARD)”**

**Part-B:**

**Financial proposal for**

**“SELECTION OF PROGRAMME MANAGEMENT CONSULTANT (PGMC) FOR PROVIDING ENGINEERING SERVICES FOR VARIOUS PROJECTS OF ODISHA STATE AGRICULTURAL MARKETING BOARD (OSAM BOARD)”**

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

**Proposal for**

**“SELECTION OF PROGRAMME MANAGEMENT CONSULTANT (PGMC) FOR PROVIDING ENGINEERING SERVICES FOR VARIOUS PROJECTS OF ODISHA STATE AGRICULTURAL MARKETING BOARD (OSAM BOARD)”**

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

**The General Manager**

**Odisha Agricultural Marketing Board (OSAM Board)**

Plot No.-1800(P), Near Ramamani Indian Oil Petrol Pump,  
Baramunda, Khandagiri, Bhubaneswar, Odisha – 751030

**Contact Number (0674) 295 4311/295 2416**

- a. If the outer envelope is not sealed and marked as mentioned above, then OSAMB will assume no responsibility for the tender's misplacement or premature opening. Telex, cable or facsimile tenders will be rejected.
- b. Bids shall be submitted through registered post or courier service at the address mentioned above. OSAMB shall not take any cognizance and shall not be responsible for delay/loss in transit or non-submission of the Bid in time.
- c. The Scope of Work to be carried out by the Selected Agency is detailed in Section-3. The Bidders are required to quote for the entire scope of work detailed in Section -3.

***Any deviation from the prescribed procedures / information / formats / conditions shall result in out-right rejection of the proposal. All the pages of the proposal have to be signed by the authorized representative of the bidder. Bids with any conditional offer shall be out rightly rejected. All pages of the proposal must have to be sealed and signed by the authorized representative of the bidder. Any conditional bids will be rejected.***

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10.4 **Modifications/ Withdrawal of Proposals:** No proposal can be modified by the bidder subsequent to the closing date and time of proposal submission due date. Client reserves the right to reject any Proposal not submitted on time and which does not contain the information / documents as set out in this RFP. The proposal will be opened through on-line mode. The Financial Proposal as per RFP will be opened only for the technically qualified bidders as per RFP. The date of opening of Financial Proposal will be notified later.

**11. Opening of the proposal:**

- (i) Completed proposal must be submitted on or before the time and date stated in the Data Sheet.
- (ii) Opening of Proposals will be done in the presence of bidders whoever wants to attend for Technical proposals received through Courier/ Speed post.
- (iii) The Financial Proposal will be opened for the shortlisted applicants who qualify for financial opening as per RFP. The date of opening of Financial Proposal will be notified later.

**12. Evaluation of Proposal:**

A three-step evaluation process will be conducted as explained below for evaluation of the proposals:

**12.1 Preliminary Evaluation (1<sup>st</sup> Stage):** Preliminary evaluation of the proposals will be done to determine whether the proposal comply with the prescribed eligibility condition (*pre-qualification criteria as mentioned in Sl. 1, Section-2*) and the requisite documents / information (as per Clause 10) have been properly furnished by the bidder or not.

**\* Bids not complying with any of the above requirement will be out rightly rejected at the discretion of the Authority's authority.**

Only those bidders meeting both the following capability criteria will be **"Technically Qualified"** for the project

**12.2 Technical Capability:** Technical evaluation will be done only for those applicants who clear the requirements set in the 'Pre-Qualification Criteria'. The Technical eligibility of the candidate shall be assessed based on the following criteria:

S. N.	Evaluation Criteria	Maximum Marks	Relevant Technical Form
1	The bidder should have a minimum annual average turnover (from consulting / advisory business) of at least INR 30 Crores in the last 3 Financial Years (ending 31st March 2025)  Average Annual Turnover greater than INR 30 Crores and up to INR 40 Crores – 10 Marks  Average Annual Turnover greater than INR 40 Crores and above – 20 Marks	20	TECH-3

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<b>S. N.</b>	<b>Evaluation Criteria</b>	<b>Maximum Marks</b>	<b>Relevant Technical Form</b>
<b>2</b>	<p>Bidders must have successfully <b>completed*</b> at least Three (3) assignments of similar** nature (having <b>Project Value <math>\geq</math> INR 50 Crores***</b>, in the infrastructure / construction sector under Central / State Govt. / Externally Aided Projects / Autonomous bodies operated under Govt. administrative control / PSU during the last <b>10 Years</b> as on the bid due date. The assignment referred as above must be in single consultant's contract, not in consortium or joint venture or partnership during the last <b>10 (Ten) years</b> as on the proposal due date.</p> <p>For conditions related to the experience and definition of 'successful completion', 'project of similar nature' and 'project cost', please refer to Section-2, Clause 1, point 3 of table.</p> <p>For 3 completed similar projects conforming to the given conditions – 15 Marks</p> <p>For <u>each</u> additional similar project conforming to the above conditions – 5 Marks</p>	<b>30</b>	TECH-5
<b>3</b>	<p>Experience in DPR preparation for at-least one project of value <math>\geq</math> <b>INR 100 Crores*</b> of similar category for which RFP invited in last 10 financial years *</p> <p><b>1 Project- 4 Marks</b> <b>2 Mark for each completed additional project</b></p> <p><i>*Please note that project value refers to the total value of project including works and not the consultancy fee.</i></p>	<b>10</b>	
<b>4</b>	<b>**Evaluation of Key Personnel</b>	<b>20</b>	TECH-11
4.1	Team Leader cum Project Management Expert	5	
4.2	Construction Manager	3	
4.3	Civil Design Engineer (Structural Engineer)	4	
4.4	Electrical/Mechanical Engineer – 1 nos.	2	
4.5	Civil Engineer – 4 nos.	6	
<b>5</b>	<p>Quality of the presentation – the presentation should contain Company profile &amp; Differentiating factors Similar work experience</p> <p>Approach &amp; Methodology (Proposed manpower, standard operating procedure and quality control mechanism, Work Plan, grievance redressal, value provided to Authority etc.) Technological solutions deployed by agency</p>	<b>20</b>	TECH-8
	<b>Total</b>	<b>100</b>	<b>Total</b>

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- (i). **Date, time and venue for Technical Presentation shall be intimated later.**
- (ii). In the first stage, the Technical Proposal will be evaluated based on the parameters stated above. For each Technical Proposal, the total points that can be awarded for each Bidder are 100, and the minimum technical score (T) that a Bidder requires to qualify for opening of the Financial Proposal is **70**.

**12.3 FINANCIAL EVALUATION (3<sup>rd</sup> Stage) :** The financial proposals of the bidders qualifying the technical evaluation (2<sup>nd</sup> Stage) only shall be opened at this stage in the presence of the bidder's representative who wishes to attend the meeting with proper authorization letter. The name of the bidder along with the quoted financial price will be announced during the meeting.

The lowest evaluated financial proposal (Fm) will be given a maximum financial score of 100 points. The formula for determining the financial scores of other proposals will be computed as follows:

$S_f = 100 \times F_m / F$ , in which "S<sub>f</sub>" is the financial score, "F<sub>m</sub>" is the lowest price, and "F" the price of the Proposal under consideration

Financial Proposal must be strictly using the formats attached in Section 5. No additional items/ quantities other than that specified in the formats should be proposed by the Agency since the same shall not be considered for the evaluation/award.

The name of the bidder along with the quoted financial price will be announced during the meeting

### **13. Evaluation Process:**

The highest evaluated Technical Proposal (**Th**) shall be given maximum Technical Score (St) of 100. The formula for determining the Technical Scores (St) of all other proposals is calculated as following:

**St = 100 x T/Th**, in which "**St**" is the Technical Score, "**Th**" is the highest Technical Score given, and "**T**" is the Technical Score of the proposal under consideration.

Proposals shall be ranked according to their combined technical (St) and financial (Sf) scores using the weights (Tw = the weight given to the Technical Proposal (0.7); Pw = the weight given to the Financial Proposal (0.3); T + P = 1) as following:

$$S = St \times Tw + Sf \times Pw,$$

- a) The Selected Applicant shall be the First Ranked Applicant (having the highest combined score). The Second and third Ranked Applicant shall be kept in reserve and may be invited for negotiations in case the first ranked Applicant withdraws or fails to comply with the requirements specified in the RFP document.
- b) The Evaluation Committee will determine whether the submitted Financial Proposals are complete (i.e. whether they have included cost of all items of the corresponding proposals; if not, then the cost towards such missing items will be considered as NIL, but the bidder shall, however, be required to carry out such obligations without any additional compensation. In case under such circumstances, if Authority feels that the work cannot be carried out within the overall cost as per the submitted financial proposal, such proposals shall be considered non responsive.
- c) The Evaluation Committee shall determine if the financial proposal is complete and without computational errors.

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**The award of work shall be done on QCBS basis (Quality cum Cost Based Selection) among the qualifying bidders.**

**14. Contract Negotiation**

Contract negotiation, if required will be held at a date, time and address as intimated to the selected bidder/s. The bidder will as a pre-requisite for attendance at the negotiations, confirm availability of all the proposed staff for the assignment. Representative conducting negotiations on behalf of the bidder must have written authority to negotiate and conclude a contract. Negotiation will be performed covering technical and financial aspects, if any and scope of work.

**15. Award of Contract:**

After completion of the contract negotiation stage, the Authority will notify the successful bidder in writing by issuing a Letter of Award (LOA) for signing the contract and promptly notifying all other bidders about the result of the selection process. The successful bidders will be asked to sign the contract after fulfilling all formalities within 7 days of issuance of the offer letter. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Client may, unless it consents to extension of time for submission thereof, the appropriate EMD of such Bidder as mutually agreed genuine pre- estimated loss and damage suffered by the Client on account of failure of the Selected Bidder to acknowledge the LOA, not consider the Bidder and the next eligible Bidder may be considered

After signing of the contract, no variation or modification of the terms of the contract shall be made except by written amendment signed by both the parties. The contract will be valid for **36 months** from the date of effectiveness of the contract. The Selected Bidder shall submit Performance Bank Guarantee before signing of Service Agreement.

**16. Performance Security :**

Within 7 days of notifying the acceptance of proposal for the award of contract, the qualified bidder shall have to furnish a Performance Security amounting to **5%** of the total contract value in the form of Bank Guarantee (BG) from a scheduled commercial bank pledged to **“General Manager, OSAM Board”** as its commitment to perform services under the contract.

Performance Security to be furnished through BG and it must be furnished as per the format provide at **Annexure-III** of the RFP Document only. Any deviation to the prescribed format will lead to rejection of the BG by the Authority. The BG is to be authenticated by the local branch of the issuing bank at “Bhubaneswar” and a confirmation letter towards the same must be furnished by the bidder’s representative at the time of signing of the contract.

The Performance Security shall remain valid for a period of three months beyond the entire contract period (calculated from the date of effectiveness of the contract) as its commitment to perform services under the contract. Failure to comply with the terms & conditions of the contract agreement shall constitute sufficient grounds for the forfeiture of the PBG. The PBG shall be released immediately after three months of expiry of contract provided there is no breach of contract on the part of the qualified bidder. No interest shall be paid on the PBG.

**Appropriation of Performance Security-** Performance Security submitted by the service provider shall be forfeited if the service provider fails to commence operations as per the requirements of this RFP.

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Upon occurrence of any default or failure to meet any condition as per the Service Agreement, the Authority shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate the relevant amounts from the Performance Security as Damages for such default or failure to meet any Condition Precedent. Upon such appropriation from the Performance Security, the service provider shall, within 30 (thirty) days thereof, replenish, in case of partial appropriation, to its original value, and in case of appropriation of the entire Performance Security provide a fresh Performance Security, as the case may be, failing which the Authority shall be entitled to terminate this Agreement.

### **17. Conflict of Interest:**

Conflict of interest exists in the event of:

- (i). Conflicting assignments, typically monitoring and evaluation of the same project by the empaneled bidder;
- (ii). Agency, agencies or institutions (individuals or organizations) who have a business or family relation with the Authority directly or indirectly; and
- (iii). Practices prohibited under the anti-corruption policy of the Government of India and Government of Odisha. The bidders are to be careful so as not to give rise to a situation where there will be any conflict of interest with the Authority as this would amount to their disqualification and breach of contract.

### **18. Disclosure:**

- (i). Bidders have an obligation to disclose any actual or potential conflict of interest. Failure to do so may lead to disqualification of the bidder or termination of its contract.
  - Bidders must disclose if they are or have been the subject of any proceedings (such as blacklisting) or other arrangements relating to bankruptcy, insolvency or the financial standing of the Bidder, including but not limited to appointment of any officer such as a receiver in relation to the Bidder's personal or business matters or an arrangement with creditors, or of any other similar proceedings.
- (ii). Bidders must disclose if they have been convicted of, or are the subject of any proceedings relating to:
  - a criminal offence or other serious offence punishable under the law of the land, or where they have been found by any regulator or professional body to have committed professional misconduct;
  - corruption including the offer or receipt of an inducement of any kind in relation to obtaining any contract;
  - failure to fulfill any obligations in any jurisdiction relating to the payment of taxes or social security contributions.

### **19. Anti-corruption Measure:**

- (i). Any effort by Bidder(s) to influence the Authority in the evaluation and ranking of financial proposals, and recommendation for award of contract, will result in the rejection of the proposal.

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- (ii). A recommendation for award of Contract shall be rejected if it is determined that the recommended bidder has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question. In such cases, the Authority shall blacklist the bidder either indefinitely or for a stated period of time, disqualifying it from participating in any related bidding process for the said period.

**20. Prohibition against collusion amongst bidder(s):**

Each Bidder shall warrant by its Proposal that the contents of its Proposal have been arrived at independently. Any Proposal which have been arrived at, through connivance or collusion or pooling amongst two or more interested parties for the purpose of restricting competition shall be deemed to be invalid and the concerned Bidder(s) shall lose its/their Earnest Money, at Authority's sole discretion. The format for Anti- Collusion Certificate has been provided in TECH-10 of Section 4 of the RFP document.

**21. Legal Jurisdiction:**

All legal disputes are subject to the jurisdiction of civil court of Bhubaneswar only within Odisha.

**22. Governing Law and Penalty Clause:**

The schedule given for delivery is to be strictly adhered to in view of the strict time schedule. Any unjustified and unacceptable delay in delivery shall render the bidder liable for liquidated damages and thereafter the Authority holds the option for cancellation of the contract for pending activities and completes the same from any other Project Management Consultant. The Authority may deduct such sum from any money from their hands due or become due to bidder. The payment or deduction of such sums shall not relieve the bidder from his obligations and liabilities under the contract. The rights and obligations of the Authority and the bidder under this contract will be governed by the prevailing laws of Government of India / Government of Odisha. Failure on bidder's part to furnish the deliverables as per the agreed timeline / milestone will enforce a penalty @ 1% per week of subject to maximum of 10% of the total contract value. The amount will be deducted from the subsequent payment. In addition, the PBG amount may also be forfeited. The decision of the authority placing the contract, whether the delay in development has taken place on account of reasons attributed to the bidder shall be final. In such situations, the firm will be debarred from participation in future bids of this department for next five years from the date of this occurrence and notifications. In case of unapproved leaves for any resource, the pro-rata amount of the leave period may be deducted from the invoice amount of the consultant. Such deduction shall be as per decision of the Authority..

**In case of any loss/theft**

- i. In case of any loss/theft, concerned officer of OSAMB will consider the circumstances leading to the loss/theft and submit a report to the concerned officer /Nodal Officer of OSAMB and for fixing responsibility and if the responsibility is fixed upon the Service Provider, the Service Provider shall make good the loss within the period specified by OSAMB or else deduction of the cost shall be made from the following month's invoice.
- ii. Violation of any of the terms and conditions of the contract shall lead to deduction from the total amount of invoice for the month. Such deductions, however, shall be limited to a maximum of 10% of the total amount of invoice for the month. When the maximum limit of deduction is reached, OSAMB at its discretion, may also terminate the contract, by issuing a notice 30 days prior to such termination.

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- iii. Liquidated damages/Penalty shall be levied with applicable GST. Invoice for such damages/penalty recovered shall be issued by OSAMB.

### 23. Confidentiality:

Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the bidders who submitted the proposals or to other persons not officially concerned with the process, until the publication of the award of contract. The undue use by any Agency of confidential information related to the process may result in rejection of its proposal and may be subject to the provisions of the Authority's antifraud and corruption policy. During the execution of the assignment except with prior written consent of the Authority, the agency or its personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the contract.

### 24. Amendment of the RFP Document:

At any time before submission of proposals, the Authority may amend the RFP by issuing an addendum at [www.OSAMB.gov.in](http://www.OSAMB.gov.in) only. Any such addendum will be binding on all the bidders. To give bidders reasonable time in which to take an addendum into account in preparing their proposals, the Authority may, at its discretion, extend the deadline for the submission of the proposals.

### 25. Authority's right to accept any proposal and to reject any or all proposal(s):

The Authority reserves the right to accept or reject any proposal, and to annul or amend the bidding / selection / evaluation process and reject all proposals at any time prior to award of contract award, without assigning any reason there of and thereby incurring any liability to the bidders.

### 26. Copyright, Patents and Other Proprietary Rights:

OSAMB shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights and trademarks, with regard to documents and other materials which bear a direct relation to or are prepared or collected in consequence or in the course of the execution of this contract. At the Authority's request, the Agency shall take all necessary steps to submit them to the Authority in compliance with the requirements of the contract.

### 27. Replacement of Key Personnel:

- (a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. **It may be noted that the Project Manager proposed for the Project shall be available for the entire duration of the Project.** The Consultants shall provide as a replacement a person of equivalent or better qualifications and experience. **Permission from the client shall be sought atleast 1 month prior intends to replace any of the key experts.**

**The consultant shall ensure that any such activity of replacement of the Key experts will not delay or affect the progress and quality of the service by Consultant**

The replaced key personnel shall not be professionally employed anywhere in Authority works. Authority shall not further consider CV of such key personnel directly or indirectly for any of its projects for this period.

**Allowable change limit for key professional is once (1) for the entire project duration of 12 months.**

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- (b) If the Client (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) **has reasonable cause to be dissatisfied with the performance of any of the Personnel**, then the Consultants shall, at the Client's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client. The replaced key personnel shall not be professionally employed anywhere in Authority works. Authority shall not further consider CV of such key personnel directly or indirectly for any of its projects for this period.
- (c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, the rate of remuneration applicable to such person as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents, the Consultants shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement.
- (d) In order to prevent the tendency of the personnel and consulting firm to submit incorrect and inflated CV, they should sign every page of CV before submission in order to authenticate that CV furnished by them is correct. The consulting firm and the personnel through consulting firm should be informed by Authority while accepting CV of the new personnel that if CV is found in correct and inflated at a later date, the personnel accepted would be removed from his assignment and debarred from further Authority works for a period of 3 (three) years. The Client reserves the right to verify all statements, information

**28. Force Majeure:**

Force Majeure Event shall mean any event or circumstance or a combination occurring in India set out hereunder, which affect or prevent the Party claiming Force Majeure ("Affected Party") from performing its obligations:

**(A) Non-Political Events**

- a. Acts of God or natural disasters beyond the reasonable control of the Affected Party which could not reasonably have been expected to occur, including but not limited to storm, cyclone, typhoon, hurricane, flood, landslide, drought, lightning, earthquakes, volcanic eruption, fire or exceptionally adverse weather conditions affecting the implementation of the Project.
- b. Radio active contamination, ionizing radiation
- c. Epidemic, famine.
- d. An act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, military action, nuclear blast.
- e. Strikes or boycotts or industrial action or any public agitation of any kind;
- f. Any event or circumstances of a nature analogous to any of the foregoing.

**(B) Political Event**

- a. Change in Law, other than any Tax laws, rules and regulations, to which the provisions of Change in Law as per the Service Agreement cannot be applied;
- b. Expropriation or compulsory acquisition by any Competent Authority of the Project or part thereof or any material assets or rights of the service provider; provided the same has not resulted from an act or default of the service provider or such person;

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**29. Settlement of Dispute:**

In the case of dispute arising upon or in relation to or in connection with the contract between the Authority and the Agency, which has not been settled amicably, the same shall be resolved or settled by way of arbitration by the sole arbitrator to be appointed by OSAMB and the decision of the arbitrator shall be final & binding on both the parties. The arbitration shall be held in accordance to the provisions of Arbitration and Conciliation Act 1996 and the place of arbitration shall be only at Bhubaneswar

**30. Disqualification of Proposal:**

The proposal is liable to be disqualified in the following cases as listed below:

- Proposal submitted without Bid Processing Fee & EMD as applicable
- Proposal not submitted in accordance with the procedure and formats as prescribed in the RFP
- During validity of the proposal, or its extended period, if any, the bidder increases his quoted prices
- Proposal is received in incomplete form
- Proposal is received after due date and time for submission of bid
- Proposal is not accompanied by all the requisite documents / information
- A commercial bid submitted with assumptions, conditions or uncertainty.
- Bids with any conditional technical and financial offer
- If the bidder provides any assumptions in the financial proposal or qualifies the commercial proposal with its own conditions, such proposals will be rejected even if the commercial value of such proposals is the lowest / best value
- Proposal is not properly signed
- Proposal is not conforming to the requirement of the scope of the work of the assignment.
- Bidder tries to influence the proposal evaluation process by unlawful/corrupt/ fraudulent means at any point of time during the bid process
- If, any of the bid documents (including but not limited to the hard and soft/electronic copies of the same, clarifications provided by the bidder), excluding the commercial bid, submitted by the bidder is found to contain any information on price, pricing policy, pricing mechanism or any information indicative of the commercial aspects of the bid;
  - Bidders or any person acting on its behalf indulges in corrupt and fraudulent practices

**31. Liability:**

The Liability of the selected Agency under this agreement in any case shall not be beyond the amount of fees payable to the selected Agency under this agreement.

**32. Indemnity:**

Selected Agency shall at its expense and to the maximum extent permitted by law, will indemnify, defend and hold harmless OSAMB from all claims, judgements, actions or suits, proceedings, demands, liabilities, costs, losses damages and expenses arising out of or relating to (a) any negligent act or omission or intentional wrongdoing of the Selected Agency or its representatives; (b) any claim that the provision or utilisation of services or any portion thereof is not in compliance applicable laws, rules, regulations, orders of any governmental agency; (c) for injuries or damages to persons or property sustained by or claimed to have been sustained by anyone whomsoever by reason of the works undertaken by the Agency

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**33. General Terms and Conditions:**

- The bidder shall invariably ensure the time bound movement related to manpower and other resources maintaining required confidentiality.
- Any act on the part of the bidder to influence anybody in the OSAM Board will entail rejection of the tender.
- Tenders not conforming to the requirements of the OSAM Board will be rejected and no correspondence there of shall be entertained, whatsoever.
- Any person who is in Govt. service or an employee OSAMB should not be made partner to the contract by the Bidder directly or indirectly, in any manner whatsoever.
- The Bidder shall indemnify the OSAM Board against all other damages/charges and expenses for which the OSAM Board may be held liable or may have to pay on account of the negligence of the Bidder or his staff or any person under his control whether in respect of accident, injury to the person or damage to the property of any member of the public or any person or in executing the work or otherwise and against all claims and demand thereof.
- OSAM Board shall not be responsible financially or otherwise for any injury to the person deployed by the Bidder during the course of performing duties.
- The antecedents of the manpower must be verified by the bidder. In case of any loss caused to the authority due to lapse on the part of resources discharging their duties, the same shall be borne by the service provider. Authority shall have a right to deduct appropriate amount from the bill of the service provider.
- It should be ensured that the staff deployed possess good physique, vision, and are of good antecedents. The service provider should make adequate enquiries about the character and antecedents of the persons who they are recommending for deployment.
- All the manpower deployed should carry/affix the badge, showing their photographs. The bidder shall not deploy/remove any personnel without informing the authorized person of OSAMB.
- The Bidder shall not employ any person who has not completed Eighteen years of age. Employment of child labour will lead to the termination of the contract. Resources to be deployed by the service provider for the requisite service should be physically sound to perform the duties. Also, any personnel employed shall not be more than 65 years of age.
- The Bidder shall comply with all the statutory provisions as laid down under various Labour Laws/Acts/Rules like Minimum Wages, Provident Funds, ESI, Bonus, Gratuity, Contract Labour Act and other Labour Laws/Acts/Rules in force from time to time at his own cost.
- In case of violation of any such statutory provisions under Labour Laws or any other law applicable by the Bidder, there will not be any liability on the OSAM Board.
- The Service Provider shall maintain complete official records of disbursement of wages/salary showing details of all supporting documents such as ESI, EPF etc. in respect of manpower deployed for the purpose.
- The service provider shall maintain personal file in respect of all manpower who are deployed in office of authority.

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- The service provider will also ensure that the resources deployed are medically fit. The service provider shall withdraw such resource that is not found suitable by this Office for any reasons immediately on receipt of such a request.
- The authority shall not be liable for any compensation in case of fatal injury or death caused to any resources while performing /discharging their duties.
- The OSAM Board will be under no legal obligation to provide employment to any of the personnel of the Bidder during / after expiry of agreement period and the OSAM Board recognizes no employer-employee relationship between the OSAM Board and the manpower deployed by the Service Provider.
- The service provider shall provide additional manpower services as & when required by the OSAMB during the contract period as per the quoted rates by the selected bidder and as approved by OSAMB.

**SECTION - 3**

**SCOP OF WORK, SCHEDULE OF  
REQUIREMENT OF RESOURCES AND  
SERVICE LEVEL BENCHMARK**

## **Selection of Programme Management Consultant (PgMC) for providing Engineering Services for various projects of Odisha State Agricultural Marketing Board (OSAM BOARD)**

### **1. BACKGROUND:**

The agricultural marketing institutional framework of the state of Odisha comprises of mainly of Odisha State Agricultural Marketing Board (OSAM Board) and Directorate of Agricultural Marketing. Under the present dispensation, there are 66 Regulated Market Committees (RMCs) functioning under the supervision and control of the OSAM Board.

The main objective of OSAM Board is to promote and regulate agricultural marketing in the state for the benefit of farmers and consumers involving:

#### **1.1 REGULATION AND DEVELOPMENT OF AGRICULTURAL MARKETS**

- Ensure fair and transparent trade practices in notified agricultural markets (Market Yards/Mandis/Model Mandis).
- Regulate market operations through the Agricultural Produce & Livestock Markets Act.

#### **1.2 STRENGTHENING MARKET INFRASTRUCTURE**

- Plan, develop, and maintain infrastructure such as market yards, rural primary markets, godowns, weighbridges, and cold storage.
- Modernize existing market facilities for efficient marketing.

#### **1.3 FARMER WELFARE AND MARKET LINKAGE**

- Provide better price realization to farmers by reducing the role of middlemen.
- Facilitate direct marketing and farmer-market linkage through RMCs (Regulated Market Committees).

#### **1.4 CAPACITY BUILDING AND TRAINING**

- Organize training, awareness, and capacity-building programs for farmers, traders, and market personnel on quality produce, grading, storage, and marketing practices.

#### **1.5 INFORMATION AND COMMUNICATION TECHNOLOGY (ICT) INTEGRATION**

- Promote e-marketing and digital platforms for transparency in agricultural marketing.
- Disseminate market intelligence, price trends, and arrival data.

#### **1.6 FINANCIAL OVERSIGHT AND SUPPORT**

- Monitor and guide the functioning of RMCs regarding financial management, planning, and fund utilization.
- Mobilize resources through market fees, grants, and state-sponsored schemes.
- Policy Support and Advisory Role:

The OSAM Board invites applications from qualified agencies for providing Engineering Service for the preparation of planning & designing, preparation of Detailed Project Report, Supervision and monitoring, timely execution and completion of the project infrastructure projects across Odisha. These projects include construction of Model Mandis, Storage Facilities, Market Yards, and other related civil infrastructure works in Odisha.

In addition to above, there are various Central Government and State Government programs for implementation of Infrastructure works across all districts of Odisha.

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**2. Objectives of the Assignment:**

Engineering Consulting Agency is required to provide engineering services for executions of the infrastructure projects under 66 RMCs spread across the state of Odisha. The Services required from the consulting Agency shall mainly consist of but not limiting to following activities to assist OSAM Board for all types of infrastructure development/O& M of the projects:

- i. Study of the various schemes /programmes of Central and State government.
- ii. Identification of projects according to the prescribed SOPs/ Guidelines of the relevant schemes or programmes.
- iii. Site selection and survey as required for the project for detail planning and approval.
- iv. Preparation of the detail project report including design, drawings and estimate in line with prescribed codal provision.
- v. Follow up and monitoring of obtaining necessary Technical Sanction and Administrative Approval from the competent authorities.
- vi. Preparation of BoQ, Tender document and provide Transaction advisory services till issuance of Work Order.
- vii. Supervision and monitoring of all ongoing projects with proper QA/QC and ensure timely completion of the project.
- viii. Preparation of RA bills/ Final Bill and check measurement of the executed work fulfilling milestones and ensure timely payment to the contractor as per the terms of the contract. To ensure proper handing over/taken over of the works executed / preparation as per drawings/imposition of liquidated damages if any etc.
- ix. Submission of monthly progress report according to the respective schemes and uploading the information in relevant portal.
- x. Any other incidental works related to the projects/schemes/programmes.

**3. Scope of Work**

**3.1 Planning and Design Services**

At the outset the selected bidder shall discuss the requirements outlined in this 'Scope of Work', including expectations of and possible constraints for implementation of the activity, with the Client. The outcome of these discussions shall form the basis for the preparation of a Schematic Design Plan and Implementation Strategy. The intent is to complete this project within a stipulated period of time from notice to proceed. A work plan shall be prepared by the Programme Management Consultant that shall be reviewed and endorsed by the Client before its implementation.

Depending on the requirement, the Authority shall issue a Work Order for such a service separately to the selected bidder. The Work Order shall contain the indicative project cost for which Planning & Design services are being sought. Upon completion of contractual obligations, subsequent to the issue of Work Order, the selected bidder shall start the services.

Please note that for these assignments, an indicative scope of work is being provided below, but there might be changes to the scope depending on the nature and complexity of projects. The Work Order issued to the Programme Management Consultant shall contain the detailed scope of work for the respective assignment. Please note that the selected bidder may be assigned projects across the state of Odisha for this scope of work.

Such projects may be executed on Item Rate contract / PI / EPC / Turnkey model

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**A. Stage 1 - Concept Design**

1. Site Investigations & Surveys:
  - a) Undertake total station survey, topographical surveys, as required to document existing site conditions. The following survey information may need to be reviewed, if available and new surveys shall be undertaken, when required:
    - Total Station Survey of the site
    - Plot boundary and land revenue survey for the parcels which needs to be incorporated in the design.
    - Traffic Survey
    - Utilities Survey
  - b) The Programme Management Consultant shall review and confirm that the surveys have been performed in adequate detail for their preparation of design.
2. Existing Context Analysis:
  - a) Review of regulations, guidelines and previous planning documents: The Programme Management Consultant shall research and identify all codes, requirements, guidelines and standards pertaining to the job requirements.
  - b) Review of existing documents: The Programme Management Consultant shall review and understand all reports and data provided by the Programme Management Consultant that relate to the project such as City Development Plan or equivalent document. This effort shall be used to verify information regarding the site.
  - c) Existing Asset Mapping: The Programme Management Consultant shall incorporate the inventory of existing structures, water bodies, gardens and other important structures relevant for the project identified by respective agencies.
  - d) Architectural Design Elements: The Programme Management Consultant shall study and recommend appropriate design elements that could form a part of the overall design language of the public realm including future public facilities.
3. Infrastructure investigation: The Programme Management Consultant shall perform a detailed review of available data of infrastructure services and amenities within the project area.
  - a. Utilities: The Programme Management Consultant shall list and locate, from the total station survey and on-site visits, on the existing condition plan, all public utilities and amenities. In addition, the Programme Management Consultant shall identify any utilities and amenities that will require relocation or adjustment, temporary or permanent, for the project.
  - b. Level of Service: The Programme Management Consultant shall evaluate the level of service that serves the area. If the services are deemed to be adequate for use on this site for future development, the Programme Management Consultant must ensure appropriate space provisions for the same and provide recommendations for upgrading.
4. Operational Assessment
  - a. Public mobility assessment
  - b. Pedestrian movement assessment
  - c. Traffic circulation assessment

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5. Concept Plan
  - a. Ascertain Client's requirements, examine site constraints & potential; and prepare a design brief for Client's approval.
  - b. Prepare report on site evaluation, state of existing buildings, if any; and analysis and impact of existing and/ or proposed development on its immediate environs.
  - c. Prepare drawings and documents to enable the Client to get done the detailed survey and soil investigation at the site of the project.
  - d. Furnish report on measures required to be taken to mitigate the adverse impact, if any, of the existing and / or proposed development on its immediate environs.
  - e. Prepare conceptual designs with reference to requirements given and prepare rough estimate of cost on area basis.

***Deliverables for Stage 1***

1. *Site Surveys Drawings*
2. *Need Analysis Presentation*
3. *Preliminary Concept Plan including:*
  - a) *Vision, Design Philosophy & Key Components*
  - b) *Development Programme*
  - c) *Conceptual site plan at appropriate scale*
  - d) *Schematic landscape plan*
  - e) *Schematic site sections*
  - f) *Summary spreadsheets as appropriate*
4. *PowerPoint presentation summarizing the above deliverables.*
5. *3D Walk through / animation / video*
6. *Indicative images rendered to give the idea of the schematic*

**B. Stage 2 – Schematic Design**

1. Modify the conceptual designs incorporating required changes and prepare the preliminary drawings, sketches, study model, etc., for the Client's approval along with preliminary estimate of cost on area basis.
2. The Programme Management Consultant shall prepare material specifications and techniques, which are sensitive to the local context and principles of sustainability.
3. The Programme Management Consultant shall suggest design concepts to accentuate the vistas, vantage points, and accordingly suggest options for illumination for areas deemed essential.
4. The Programme Management Consultant shall develop plans showing the vehicular and pedestrian access, streetscape, lighting, storm water drainage and other work.
5. The Programme Management Consultant shall also define components/program of development with due consideration to on social, cultural and historical values of the region.
6. The Programme Management Consultant shall submit preliminary concept for all the relevant components supported by 3D visualizations along with a preliminary cost estimate.

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7. The Programme Management Consultant shall prepare site plan (layout plan) showing contours, features and services and facilities available, general layout of areas and services, preliminary sketches and designs with drawings, giving details of useful areas, services areas and circulation area.
8. The Programme Management Consultant shall prepare and complete all finishes' schedules, material specifications and techniques, which are sensitive to the local context and principles of sustainability.
9. The Programme Management Consultant shall incorporate existing utility requirements including relocation work to be accomplished by the Contractor into the construction and phasing drawings as approved.
10. Prepare estimate as per OPWD norms. The estimate shall also include the items which are not present in OPWD norms, on prevailing market rate along with justification, specification.
11. The Programme Management Consultant shall have to prepare quantity estimates and specifications of all services, general engineering works and landscaping specify environment friendly options with proven technology proposed to be incorporated for the works to be carried out at site.
12. During preparation of designs, if any new component is required to be added in addition as per requirement of the Programme Management Consultant, the same may be incorporated in the designs.
13. The Programme Management Consultant shall submit the design and modify it if considered necessary by the Programme Management Consultant. Site inspections for finalization of above details shall be conducted by the Programme Management Consultant.
14. Prepare appropriate physical and digital three-dimensional models (in the desired scale), visual displays and aids to adequately convey the design development, as per requirement of Programme Management Consultant.
15. The Programme Management Consultant shall examine the advantage and disadvantages of the methods by which the project could be implemented and chalk out the implementation strategy in which the details' regarding the responsibility of execution of major works, operation etc, shall be listed.
16. The Programme Management Consultant shall evolve a marketing strategy for successfully marketing the idea among the users and implementation Programme Management Consultant of the facility.
17. Prepare high quality animation videos (3-minutes length) of the proposed design to be used as promotional material for marketing and branding.
18. Marketing brochures and presentations.
19. Obtain the approval of the Programme Management Consultant and submit copies of approved site plan (layout plan).

***Deliverables for Stage 2***

1. *Narrative report incorporating graphic diagrams and summary spreadsheet(s)*
2. *2D and 3D CAD drawings for site.*
3. *Preliminary Architectural drawings and Details of the proposed project*
4. *3-minute animation video(s) showing the development character and salient features.*

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5. *“Sketch-up” level 3-dimensional diagrammatic perspective Final Conceptual Plans and Details.*
6. *Final Project Report, including:*
  - a) *Urban Design Analysis*
  - b) *Traffic Impact Analysis with future projections*
  - c) *Infrastructure Analysis*
    - *Narrative memorandum describing site infrastructure, with an assessment of the existing infrastructure’s condition and capacities.*
7. *3D Walk through animation / video*
8. *At least 10 indicative images rendered to give the idea of the schematic*
9. *Final physical model at an appropriate scale*

\*Please note – Wherever the Programme Management Consultant is required to prepare photographs, videos, animations, and marketing brochures or document the entire project using professional services, the Programme Management Consultant shall be required to provide the client with 3 options for vendors providing such services. The vendor will eventually be selected by the client in consultation with the Programme Management Consultant.

**C. Stage 3 – Preparation of Detailed Design (Item rate Contract’/ P1 Contract project mode only)**

After approval of schematic design by the Authority, coordinate with the Authority and other consultants as necessary to prepare detailed design drawings. The Consultant will prepare tender drawings, specifications and schedule of quantities in detail to prepare final estimate of cost for Technical approval/ Administrative Approval from Client. The drawings shall include:

1. Consolidated facilities architectural and engineering drawings including plans, sections, and elevations, and 3D model in CAD and PDF (interior and exterior). The scope shall consist of the following:
  - a) Complete site plan showing location of all buildings, roads etc.
  - b) All building plans showing structural system, circulation cores etc.
  - c) Building Sections & Elevations showing building services and proposed finishes
  - d) Typical elevation guidelines showing Fixed Elements with all details
  - e) General notes indicating material extents and any special conditions
  - f) Finishes Plan with all specifications for flooring, walls and ceilings
  - g) Preparing & producing cost estimate with specification/drawings for tender.
  - h) Area Summary
2. B2 - Interior Design (Fixed Elements):
  - a) Interior layouts showing furniture etc.
  - b) Wall and ceiling finishes and specifications
  - c) Elevations of each room showing building services and proposed finishes
  - d) Finishes plan with all specifications for flooring, walls, and ceilings
  - e) Reflective ceiling plans showing plasterwork / beams
  - f) Lighting & Electrical plans
  - g) Flooring plan

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***Deliverables for Stage 3***

1. *Narrative report incorporating graphic diagrams and summary spreadsheet(s)*
2. *Prepare detailed design drawings including floor plans, typical elevation & sections, material palette for façade and floors; incorporating Authority's suggestions /feedback*
3. *The structural grid, vertical shafts, horizontal ducts, and location of all electro-mechanical services /back-ups needs to be coordinated on the floor plan, sections and elevations. All working levels need to be established, as per the contour profile of the site.*
4. *Preparation of Detail BOQ & cost estimate as per applicable Schedule of Rate (SoR).*
5. *Prepare statutory drawings and documents for approval from Town Planning authorities*
6. *Prepare estimate as per OPWD norms. The estimate shall also include the items which are not present in OPWD norms, on prevailing market rate along with justification, specification.*
7. *Material palette & broad specifications with sample images, etc.*
8. *List of applicable codes and standards.*
9. *Sketches/ Final schematic drawings of non-negotiable design elements such as urban furniture, lighting fixtures and art installations.*
10. *Detailed structural design including MEP, HVAC, and Fire fighting etc.*
11. *Design of External services like Electrical substation, sewerage, drainage, firefighting, load calculation of DG etc.*
12. *Detailed tender drawing set, sufficient to explain the overall scheme, use of materials, construction technology or typical detailed proposed, etc.*
13. *Detail Estimates and technical specifications of various items proposed in the design*
14. *Preparation and issue of GFC*
15. *Final As-built drawing*

**D. Stage 4 – Preparation of Tender Documents**

1. The Programme Management Consultant shall prepare the tender document for selection of contractor for execution of the project on Turnkey / EPC basis / P1 / Item Rate. The Programme Management Consultant shall prepare such tender document based on the Standard Bid Document of Govt. of Odisha, for selection of Programme Management Consultant on Turnkey / EPC basis / P1 / Item Rate. The Programme Management Consultant shall present the tender document to "Internal committee" and incorporate and modifications suggested.
2. Prepare drawings, specifications and schedule of quantities sufficient to prepare estimate of cost and tender documents including code of practice covering aspects like mode of measurement, method of payments, quality control procedures on materials & works and other conditions of contract.
3. Evaluation of the bids received, selection of the contractor and preparation of the contract agreement.

**3.2 Project Supervision Services**

This shall form core of the 'Scope of Work' to be performed under this RFP document. The delivery of these services would require the selected bidder to deploy manpower as per requirement. These services entail:

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**A. Pre-Construction Phase**

1. The Programme Management Consultant shall acquaint themselves with the data, drawings, designs, material report and other documents of the DPR and point out any inconsistencies and inform the Employer.
2. The Programme Management Consultant shall carry out necessary review of topographical survey to verify the survey detail as per GFC issued to the consultant, using their own survey equipment like Total Station and DGPS, Auto Level; conform and establish the Benchmarks and Control Points in the field along the length of the complete road and record them prior to commencement of the works.
3. The Programme Management Consultant shall record the initial measurements jointly with the Contractor and Engineer's representatives.
4. The Programme Management Consultant shall review all drawings, plans, designs etc. before start of construction of any project and also during the construction period.
5. The Programme Management Consultant shall conduct the pre-construction review of manufacturer's reports and standard samples of manufactured Materials, and such other Materials as the Engineer may require.
6. The Programme Management Consultant shall alert the Employer for shifting / relocation and removal of obstructions/ hindrances like utility and community assets from the milestones prior to hand over to the Contractor.
7. During the Pre-Construction Period, the Programme Management Consultant shall review and recommend for approval of the Drawings furnished by the Contractor along with supporting data, including the geo- technical and hydrological investigations, characteristics of materials from borrow areas and quarry sites, topographical surveys, and the recommendations of the Contractor, to the Engineer, in accordance with the provisions of the clauses of the Contractor's Agreements.
8. The Programme Management Consultant shall complete such review and send its observations to the Engineer and the Contractor within 15 (fifteen) days of receipt of such Drawings; provided, however that in case of a Major Structure, the aforesaid period of 15 (fifteen) days may be extended up to 30 (thirty) days, after discussion with the Engineer. In particular, such comments shall specify the conformity or otherwise of such Drawings with the Scope of the Project and Specifications and Standards

**B. Construction Phase**

1. The Programme Management Consultant shall discharge the duties delegated to it by the Engineer in a fair, impartial and efficient manner, consistent with the highest standards of professional integrity and Good Industry Practice.
2. The Programme Management Consultant shall issue all necessary instructions to the contractor in consultation with and as delegated by the Engineer. The Programme Management Consultant shall check and control the work to ensure that it is carried out according to contract agreements.
3. The Programme Management Consultant shall be responsible to perform all works necessary to supervise and monitor the construction of the projects mentioned exclusively in this RFP document and undertaken by OSAMB as per the approved drawings, plans etc. The Programme Management Consultant shall work under the control and guidance of the Engineer. In discharging such duties under the guidance of 'Engineer', the Programme

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Management Consultant shall ensure accomplishment of construction works as per specifications and implementation program as mentioned in the respective contract agreements.

4. The Programme Management Consultant shall perform the following duties and exercise the authority given to it by the Engineer in accordance with the provisions of this Agreement, but subject to obtaining prior written approval of the Engineer before determining:
  - Any Time Extension.
  - Any additional cost to be paid by the Authority to the Contractor; and
  - The Termination Payment
5. The Programme Management Consultant shall submit regular periodic reports, once every month, once every quarter and as directed, to the Engineer in respect of its duties and functions under this Agreement. Such reports shall be submitted by the Programme Management Consultant within 7 (seven) days of the beginning of every month.
6. The Programme Management Consultant shall inform the Contractor, about the responsibilities delegated to it by the Engineer.
7. In case, where the Employer's prior approval in accordance with the provisions of relevant clause of the Contractor's Agreement is required, the Programme Management Consultant shall ensure that such approvals are taken by the contractor.
8. The Programme Management Consultant shall assist and advise the Engineer on any proposal for Change of Scope.
9. During the Construction Period, the Programme Management Consultant shall review and recommend for approval of the Drawings furnished by the Contractor along with supporting data, including the geo- technical and hydrological investigations, characteristics of materials from borrow areas and quarry sites, topographical surveys, and the recommendations of the Contractor, to the Engineer, in accordance with the provisions of the clauses of the Contractor's Agreements.
10. The Programme Management Consultant shall complete such review and send its observations to the Engineer and the Contractor within 15 (fifteen) days of receipt of such Drawings; provided, however that in case of a Major Structure, the aforesaid period of 15 (fifteen) days may be extended up to 30 (thirty) days, after discussion with the Engineer. In particular, such comments shall specify the conformity or otherwise of such Drawings with the Scope of the Project and Specifications and Standards.
11. The Programme Management Consultant shall review and recommend for approval of any revised Drawings sent to it by the Contractor and furnish its comments within 10 (ten) days of receiving such Drawings. The final approval of drawing should be authenticated by the Engineer.
12. On a daily basis, the concerned key personnel of Programme Management Consultant shall inspect the Construction Works, as delegated. Following activities need to be undertaken during the visits.
  - Review of construction including progress, quality and safety of construction
  - Inspection of defects and deficiencies in construction works
  - Witnessing quality inspection tests at labs established by Contractor on a sample basis

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13. The Programme Management Consultant also needs to capture following documents and send the same to the Engineer via email on a daily basis:
- Scanned copy of filled RFI (Request for Inspection) form including comment on 'Satisfactory/Unsatisfactory' nature of work completed by Contractor
  - Daily inspection report Proforma as provided in Annexure I
  - Readings of quality inspection tests witnessed by the Consultant
  - Minimum 6 high resolution photographs supporting the remarks made by the Programme Management Consultant in RFI form
14. Team Leader of the Programme Management Consultant will be responsible for sending daily emails to the Engineer and Employer (when required).
15. On a monthly basis, the Programme Management Consultant shall prepare a Monthly Inspection Report in accordance with the format prescribed in Clause 16 below, setting forth an overview of the status, progress, quality and safety of construction, including the work methodology adopted, the materials used and their sources, and conformity of Construction Works with the Scope of the Project and the Specifications and Standards. All data in the Monthly Progress Report should refer to the preceding month and should be submitted to the Engineer latest by the by 7th day of every month. In case of the last day being a public holiday, the next business day shall be considered. The Monthly progress reports (MPRs) shall not be required when the Defect liability period starts. Please note that the selected bidder shall have to submit such MPRs for each of the projects they've been allotted by the Authority. Key sections of the Monthly Progress Report are as follows:

S No.	Section	Sub-Sections
1	<b>Project Overview</b> <i>(to be limited to 1 page)</i>	<b>1.1 Salient Features of the Project</b>
		<b>1.2 Project Milestones</b>
		<b>1.3 Location Map</b>
		<b>1.4 Key Plan</b>
2	<b>Project Progress</b>	<b>2.1 Detailed Construction progress in current month along with photos</b>
		<b>2.2 Detailed layout plan</b>
		<b>2.3 Current issues and recommended actions by Programme Management Consultant</b>
3	<b>Critical issues and Action taken</b>	<b>3.1 Pending issues and action log</b>
		<b>3.2 Obligations as per contract</b>
4	<b>Physical Progress</b>	<b>4.1 Detailed physical progress by component</b>
5	<b>Change of Scope (COS)</b>	<b>5.1 Status of pending COS proposals</b>
6	<b>Mobilization of Resources</b>	<b>6.1 Resource mobilization by contractor/ concessionaire vis a vis requirement as per contractor work program</b>
7	<b>Risk Matrix</b>	<b>7.1 The status of risks, and their impact on project schedule, cost, scope &amp; quality</b>
8	<b>Financial Progress Details</b>	<b>8.1 Status of payment certificates made to Contractors, their claims and disputes.</b>
		<b>8.2 Financial forecast for the coming month and cost monitoring report.</b>
9	<b>Summary of quality control tests</b>	<b>9.1 Tests witnessed by Programme Management Consultant</b>
		<b>9.2 Tests conducted by Programme Management Consultant</b>

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<b>S No.</b>	<b>Section</b>	<b>Sub-Sections</b>
<b>10</b>	<b>Monitoring of maintenance obligations during construction phase</b>	<b>10.1 Critical issues and 'action taken' log</b>
		<b>10.2 Cumulative defects and deficiencies</b>
		<b>10.3 Status of damages</b>
<b>11</b>	<b>Safety features</b>	<b>11.1 Pen picture on safety features at construction site</b>
		<b>11.2 Accident report</b>
<b>12</b>	<b>Annexures</b>	<b>Annex 1 onwards: Additional details provided by Programme Management Consultant (Should include day by day project diary for preceding month)</b>

16. In a separate section of the Inspection Report, the Programme Management Consultant shall describe in reasonable detail the lapses, defects or deficiencies observed by it in the construction of the structures and other infrastructures. The Programme Management Consultant shall send a copy of its Inspection Report to the Engineer and the Contractor latest by 7<sup>th</sup> of every month. In case of the last day being a public holiday, the next business day shall be considered.
17. The Quarterly Progress Reports (QPRs) shall be submitted by the 7th day after end of each quarter. In case of the last day being a public holiday, the next business day shall be considered. The quarters to be considered for this purpose are the quarters of the financial year ending in June, September, December and March. The Consultant is expected to visualize the entire project in the form of achievement during these quarters vis-à-vis the performance in the previous quarter. The contents of the QPR shall be, but not limited to the following:
- Brief work summary for the preceding quarter, including status of Environmental & Safety issues.
  - Status of various cost elements such as cost of Work Performed, total payments received by the Contractor up-to-date, and status of advances and the status of financial securities. The comparison of the cost elements with the Cost Baseline shall be reflected in the report along with the schedule performance index, schedule variance, cost variance.
  - Status of project duration, by comparing the progress with the Schedule Baseline. The output of project management in the form of Gantt chart, comparison with the baseline data.
  - The summary of variations and change orders made during the quarter and their impact on the project.
  - Updated baselines for Scope, Cost and Schedule.
  - Consultant's mobilization proposal for the quarter in which the report is due.
  - Documentation on Lessons Learnt including the causes of issues, reasoning behind the corrective action chosen.

The quarterly progress reports (QPRs) shall be submitted during the Defect liability period also. Please note that such QPRs shall have to be submitted by the selected bidder for each project that has been allocated to it by the Authority.

18. If at any time during the Construction Period, the Programme Management Consultant determines that the Contractor has not made adequate arrangements for the safety of workers and Users in the zone of construction or that any work is being carried out in a manner that threatens the safety of the workers and the Users, it shall make a

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recommendation to the Engineer forthwith, identifying the whole or part of the Construction Works that should be suspended for ensuring safety in respect thereof.

19. For determining that the Works conform to Specifications and Standards, the Programme Management Consultant shall require the Contractor to carry out, or cause to be carried out, tests at such time and frequency and in such manner as specified in the Contractor's Agreement and in accordance with Good Industry Practice for quality assurance.
20. Safety measures and Assessment: Gaps identification after safety survey across the project to be done & a clear implementation road map to be developed. Agency shall assess the current strategy, how safety is fitting into the overall business strategy of the organization using diagnostic tools and build a guiding coalition by field observation, safety management system review, interview (one-to-one), focus group discussion, leadership boot camp workshop and alignment workshop with project level top management to bring consensus on safety. Agency shall strengthen the safety management system by safety specialist deployment for strengthening high risk activities. Agency shall conduct monthly HSE audit at site. Quarterly construction safety audit shall include evaluation of all elements of construction safety, contractor wise evaluation and rating, identification of gaps and suggestion for way forward. Agency shall facilitate closure of all NCs. Safety analysis of top 3 issues is to be done and rolling out various programs to combat them is also within the scope of the agency.
21. The Programme Management Consultant shall submit a Construction Supervision Manual identifying the quality requirements and /or standards for the project and documenting how the project will demonstrate compliance. The Construction Supervision Manual shall provide necessary processes and metrics for Quality Management and shall include but not limited to the following:
  - The quality standards that apply to the project, with reference to the technical specifications and codes
  - Quality control, quality assurance and process improvement approaches for the project
  - Quality control tools and techniques
  - The responsibility chart/ matrix showing who will be involved in managing quality, when and what their specific duties will be
  - The metrics that shall be used to measure quality
  - Specific mentions about the parts of the projects or deliverables that will be measured and their time and frequency
  - Check lists for inspection of material and processes.
  - Flow charting of processes to detect potential quality problems
  - Scope for periodically quality audit
  - Balance the needs of the of quality with scope, cost, time, resources and riskThe start of the Quality Management involves setting quality targets. The "Quality Assurance Process" and "Quality Control Process" shall be undertaken, to measure and report the actual quality of deliverables, as parts, phases or complete project. As part of the Quality Management, all quality issues shall be identified and resolved quickly.
22. The Programme Management Consultant shall check 100 (hundred) percent of the quantity or number of tests or as directed by the Engineer, prescribed for each category or type of test for quality control by the Contractor.

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23. The timing of tests referred to in Clause 21 (above), and the criteria for acceptance/rejection of their results shall be determined by the Programme Management Consultant in accordance with the Contractor's Agreement. The tests shall be undertaken on a random sample basis and shall be in addition to, and independent of, the tests that may be carried out by the Contractor for its own quality assurance in accordance with Good Industry Practice.
24. In the event that results of any such tests conducted, establish any Defects or deficiencies in the Works, the Programme Management Consultant shall require the Contractor to carry out remedial measures.
25. The Programme Management Consultant, when delegated by the Engineer, may instruct the Contractor to execute any work which is urgently required for the safety of the Project (Road, Bridge, Highway or any other structure), whether because of an accident, unforeseeable event or otherwise; provided that in case of any work required on account of a Force Majeure Event, the provisions of relevant Clause of Contractor's Agreement shall apply.
26. In the event that the Contractor fails to achieve any of the Project Milestones, the Programme Management Consultant shall undertake a review of the progress of construction and identify potential delays, if any, If the Programme Management Consultant shall determine that completion of the Project is not feasible within the time specified in the Agreement, it shall require the Contractor to indicate within 15 (fifteen) days the steps proposed to be taken to expedite progress, and the period within which the Project Completion Date shall be achieved. Upon receipt of a report from the Contractor, the Programme Management Consultant shall review the same and send its comments to the Engineer and the Contractor forthwith.
27. The Programme Management Consultant shall obtain from the Contractor, on behalf of the Engineer, a copy of all the Contractor's quality control records and documents before the Completion Certificate is issued pursuant to relevant clauses of Contractor's Agreement.
28. Programme Management Consultant may recommend to the Engineer for suspension of the whole or part of the Works if the work threatens the safety of the Users, pedestrians or public in general. After the Contractor has carried out remedial measure, the Programme Management Consultant shall inspect such remedial measures forthwith and make a report to the Engineer recommending whether or not the suspension hereunder may be revoked.
29. In the event that the Contractor carries out any remedial measures to secure the safety of suspended works and users, and requires the Engineer to inspect such works, the Programme Management Consultant may inspect the suspended works, on behalf of the Engineer within 3 (three) days of receiving such notice, and make a report to the Engineer forthwith, recommending whether or not such suspension may be revoked by the Employer.
30. The Programme Management Consultant shall be responsible for overall Risk Management of the projects mentioned in this RFP document. This is a vital area of focus, as a part of overall project management. Risks affecting the project have to be identified and listed along with the analysis. The risk management shall include, but not limited to the following:
  - To identify and record the risks that shall affect the project and analyze the root cause of

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the risks;

- To categorize the risks as external, internal, technical, legal or unforeseen;
- To perform a qualitative analysis of the risks and rank them;
- To assess the likelihood of their occurrence, their urgency and potential impacts, give recommendations for overcoming the issues along with the time required for their solution in order to keep the project on schedule, cost and within scope;
- To plan responses for the risks, so as to avoid, transfer, mitigate or accept the risks;
- To get ready with contingency plans and fallback plans that would keep the project on track;
- To indicate the Client regarding the Reserves for Schedule and Cost.

31. The Programme Management Consultant shall have no authority to relieve the Contractor of any of their duties or obligations under the contract or to impose additional obligations not included in the contract without sanction by the Employer. The Engineer may from time to time delegate to the Programme Management Consultant any of the duties and authorities vested with the Engineer and he may at any time revoke such delegation. Any such delegation or revocation shall be in writing and shall not take effect until a copy thereof has been delivered to the Employer and the Contractor.

**C. Consultancy Team**

The key professionals to be deployed under this contract must be dedicated in nature. The consultant at any time during the contract period shall have the set of manpower with the experience and qualifications **as mentioned in Appendix 1**, available for the efficient and timely execution of the aforesaid projects. The Project Management Consultant shall provide the CVs and the details of the manpower along with the proof of their education qualification and experience certificates to the Authority with the technical Bid. Authority may any time after the award of work and before deployment interact with the Project Management Consultant's proposed team to make an assessment of the suitability of the Key personnel proposed in line with the requirement of the project.

**D. Supervision during Defect Liability Period**

1. The Project Management Consultant shall be responsible to monitor the rectification of defects by the contractor during the Defect Liability Period as mentioned in the contractor's agreement.

(The contract period will be 36 months from the date of execution of contract agreement between OSAMB and the selected bidder. All the projects may not be taken up by OSAMB simultaneously. So, the DLP of some projects may cross the 36 months period. Accordingly, contract tenure may be extended as provision for extensions is mentioned in the RFP.)

2. In case any defect is brought to the notice of the Engineer during the defect liability period, then the Project Management Consultant shall issue a written notice to the contractor to rectify the defect within the time period as mentioned in the notice, as per the provisions and clauses of the Contractor's Agreement.

(The contract period will be 36 months from the date of execution of contract agreement between OSAMB and the selected bidder. All the projects may not be taken up by OSAMB simultaneously. So, the DLP of some projects may cross the 36 months period. Accordingly, contract tenure may be extended as provision for extensions is mentioned in the RFP.)

3. The Project Management Consultant is required to prepare and send the Quarterly Progress Reports (QPR) to the Engineer during the Defect Liability Period.

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**E. Assistance in Dispute Resolution**

1. The Project Management Consultant shall serve as the nodal point of contact for any issues arising out of interpretation and implementation of any of the point(s) mentioned in the contract. It shall be responsible to answer to any such queries raised by the contractor. It shall also be responsible to maintain in a standard manner all such clarifications received from the contractor.
2. In cases where the dispute arising out of contract interpretation and /or execution of work has a cost or time impact, the Project Management Consultant shall recommend the best resolution (as per the provisions of the contractor agreement) to the Engineer for further approval.

**F. Determination of Costs and Time**

1. The Project Management Consultant shall determine the costs, and/or their reasonableness, that are required to be determined by Engineer under the Agreement in case of Change of scope or additional work.
2. The Project Management Consultant shall recommend the period of Time Extension that is required to be determined by the Engineer under the Agreement.

**G. Payments Certification**

1. The Project Management Consultant shall recommend to the Engineer to withhold payments for the affected works for which the Contractor fails to revise and resubmit the Drawings to the Project Management Consultant in accordance with the provisions of the Contractor's Agreement.
2. The Project Management Consultant shall, within 14 (fourteen) days of receipt of the Stage Payment Statement from the contractor, determine the amount due to the Contractor and prepare on behalf of the Engineer, an Interim Payment Certificate, recommending the release of the amount as per the terms of the Contractor's Agreement.
3. Project Management Consultant shall be expected to fully comply with all the provisions of the 'Terms of Reference', and shall be fully responsible for supervising the Designs, Construction and maintenance and operation of the facility takes place in accordance with the provisions of the Contractor's Agreement and other schedules. Any failure of the Project Management Consultant in notifying to the Engineer (Employer) and the Contractor on non-compliance of the provisions of the Contractor's Agreement and other schedules by the Contractor, non-adherence to the provision of this ToR and non-adherence to the time schedule prescribed under this ToR shall amount to non-performance.
4. The Project Management Consultant shall appoint its authorized representative, who shall make recommendations on behalf of it, to the Engineer. The Project Management Consultant shall take prior approval of Engineer before officially issuing any document to the Contractor. The proposal submitted shall also include the name of the authorized representative along with the authorization letter and power of attorney.

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#### **4. DELIVERABLES**

The Consultant shall submit the following deliverables as a part of their engagement with OSAMB;

##### **I. For Project Supervision Services :**

1. Monthly Progress Report (as mentioned in the Scope of Work above) to be submitted by the 7<sup>th</sup> calendar day after the end of month.
2. Quarterly Progress Report (as mentioned in the Scope of Work above) to be submitted by the 7<sup>th</sup> calendar day after the end of quarter (April-June, July-Sep, Oct-Dec & Jan-March).

Please note that the above reports should comply with all requirements mentioned in Scope of Work of this RFP document.

##### **II. For Planning & Design Services :**

**A.** If the mode of execution is ECP / Turnkey:

<b>Sl. No.</b>	<b>Description of Items</b>	<b>Corresponding time frame</b>
<b>1</b>	Deliverable for Stage 1 - Concept Design	<b>End of Week 2</b>
<b>2</b>	Deliverable for Stage 2 - Schematic Design	<b>End of Week 4</b>
<b>3</b>	<b>Deliverable for Stage 3 – Preparation of Tender Documents</b>	<b>End of Week 6</b>

**B.** If the mode of execution is 'Item Rate Contract':

<b>Sl. No.</b>	<b>Description of Items</b>	<b>Corresponding time frame</b>
<b>1</b>	Deliverable for Stage 1 – Concept Design	<b>End of Week 2</b>
<b>2</b>	Deliverable for Stage 2 – Schematic Design	<b>End of Week 4</b>
<b>3</b>	Deliverable for Stage 3 – Preparation of Detailed Design	<b>End of Week 6</b>
<b>4</b>	<b>Deliverable for Stage 4 – Preparation of Tender Documents</b>	<b>End of Week 8</b>

#### **5. PAYMENT SCHEDULE**

##### **i. For Project Supervision Services :**

The duration of the Consultancy shall be **36 (thirty-six) months** and may be extended for another 3 years on the same terms & conditions, based on requirement. Deployment of Staff for each shall be decided at least 30 (thirty) days prior to the commencement of the concerned period and be approved by the Authority prior to 10 (ten) days before the said month. **Payment shall be made on person month basis based on actual deployment at site based on approved deployment by client and person-month rate quoted by the vendor.**

Consultant shall deploy its Key Personnel as per the Deployment of Personnel proposed and provided in the Agreement and as and when instructed by the Authority.

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**ii. For Design and Planning Services :**

**a. If the mode of execution is ECP / Turnkey:**

Payment for the assignment shall be quoted by the applicant as a **lumpsum amount in INR**. This cost shall be further converted to a percentage of the total 'indicative project cost\*' mentioned below. The cost derived from the percentage shall be inclusive of all statutory government taxes and duties (if any) as applicable but excluding GST. GST, at the prevalent rate shall be paid extra as applicable.

*\*Please note that once the broad cost estimates for the projects are ascertained during preparation of tender documents by the agency and are approved by the client, all payments made to the agency till such date and all future payments due to the agency from that point, shall be adjusted as per the new project cost (excluding the land acquisition cost) and the percentage derived above.*

Please note that for the purpose of bidding, the maximum value to be quoted by the bidders in the BOQ (uploaded with this RFP document) shall be capped at **0.5%** of the indicative project cost. Any amount quoted for the assignment that comes to over **0.5%** of the indicative project cost mentioned below, shall be fixed at **0.5%** of the indicative value. For the purpose of bidding the indicative project cost for various projects envisaged under this category shall be considered as **INR 200 Crores**. However, the payment shall be made on the actual value of projects taken up.

The payment schedule shall be as per the table below:

S. No.	Description of Items	Payment eligible as percentage of total Consultancy fee payable
<b>1</b>	Appointment of Consultant / Agency	10%
<b>2</b>	Deliverable for Stage 1 – Concept Design	On deliverables submission – 15% On deliverables approval – 15%
<b>3</b>	Deliverable for Stage 2 – Schematic Design	On deliverables submission – 15% On deliverables approval – 20%
<b>4</b>	<b>Deliverable for Stage 3 – Preparation of Tender Documents</b>	<b>On deliverables submission – 15%</b> <b>On deliverables approval – 10%</b>

**b. If the mode of execution is 'Item Rate Contract':**

Payment for the assignment shall be quoted by the applicant as a lumpsum amount in INR. This cost shall be further converted to a percentage of the total 'indicative project cost\*' mentioned below. The cost derived from the percentage shall be inclusive of all statutory government taxes and duties (if any) as applicable but excluding GST. GST, at the prevalent rate shall be paid extra as applicable.

*\*Please note that once the broad cost estimates for the projects are ascertained during preparation of tender documents by the agency and are approved by the client, all payments made to the agency till such date and all future payments due to the agency from that point, shall be adjusted as per the new project cost (excluding the land acquisition cost) and the percentage derived above.*

Please note that for the purpose of bidding, the maximum value to be quoted by the bidders in the BOQ (uploaded with this RFP document) shall be capped at **1.5%** of the indicative project cost. Any amount quoted for the assignment that comes to over **1.5 %** of the indicative project cost mentioned below, shall be fixed at **1.5 %** of the indicative value. For the purpose of bidding the indicative project cost for various projects envisaged under this category shall be considered as **INR 200 Crores**. However, the payment shall be made on the actual value of projects taken up.

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The payment schedule shall be as per the table below:

<b>S. No.</b>	<b>Description of Items</b>	<b>Payment eligible as percentage of total Consultancy fee payable</b>
<b>1</b>	Appointment of Consultant / Agency	10%
<b>2</b>	Deliverable for Stage 1 – Concept Design	On deliverables submission – 15% On deliverables approval – 5%
<b>3</b>	Deliverable for Stage 2 – Schematic Design	On deliverables submission – 15% On deliverables approval – 10%
<b>4</b>	Deliverable for Stage 3 – Preparation of Detailed Design	On deliverables submission – 15% On deliverables approval – 10%
<b>5</b>	<b>Deliverable for Stage 4 – Preparation of Tender Documents</b>	On deliverables submission – 15% On deliverables approval – 5%

**6. REPORTING**

- a. The Consultant will work closely with the Authority. The Authority shall establish a Contract Monitoring Committee (the “CMC”) to enable conduct of this assignment. CMC will play a coordinating role in dissemination of the Consultant’s outputs, facilitating discussions, and ensuring required reactions and responses to the Consultant.
- b. The CMC shall be responsible for monitoring the progress of the assignment, to oversee that the assignment is carried out as per the contract, to assess the quality of the deliverables, to accept/reject any art of assignment, to levy appropriate liquidated damages or penalty if the assignment is not carried out as per the contract and if the quality of services is found inferior and for any such deficiency related to the completion of the assignment. Monitoring the progress of assignment entails following activities:
  - Issuing the notice to proceed;
  - Review of the inception phase;
  - Deciding on possible modifications to scope of work and issuing contract variations;
  - Monitoring progress of assignment, monitoring that key experts are actually employed, reports and their review including review of draft final report and the final report to ensure that assignment (whether time- based or Lump-sum) is completed in accordance with the contract;
  - Billing, payment and monitoring the expenditure vis-à-vis progress;
  - Resolving problems faced by consultants/service providers and dealing with disputes and arbitration;
  - Terminating services prior to the end of the contract;
  - Release of final payment and guarantees (if any) and closing the contract;
  - Post contract evaluation.
- c. The Consultant will prepare issue papers highlighting issues that could become critical for the timely completion of the Project and that require attention from the Authority.
- d. The Consultant is required to prepare and submit a monthly report that includes and describes, inter alia, general progress to date; data and reports obtained and reviewed, conclusions to date, if any; concerns about availability of, or access to, data, analyses, reports; questions regarding or any other matters regarding work scope and related issues; and so on. The Consultants’ work on the Scope of Work tasks should continue while the report is under consideration and is being discussed.

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- e. Regular communication with the CMC and the Team Leader is required in addition to all key communications. This may take the form of telephone/ teleconferencing, emails, faxes, and occasional meetings.

**7. Accommodation**

No accommodation shall be provided by OSAMB to the manpower deployed or any reimbursement shall be paid to this effect.

**8. Deduction for Non-Performance**

Subject to the terms and conditions mentioned in the Contract, any deficiency by the Consultant in the performance of its delivery obligations, shall render him liable to any or all of the following penalties

<b>Description</b>	<b>Minimum Obligation</b>	<b>Deduction recovery to be affected in the monthly bill</b>
Short fall in deployment of minimum manpower described in the agreement	100%	100% of the monthly charge for the manpower
Miscellaneous issues related to conduct & service of manpower deployed for duty	100%	10% of the monthly charge of the manpower
Disobedience of orders of Client to perform requisite work assigned	100%	10% of the monthly charge of the manpower

In case of repetitive instances of non-performance regularly, the client may take necessary action for termination of Contract and forfeiture of Performance Bank Guarantee after issuing a maximum of 15 days' of notice.

- 9. Mobilization Period:** The Service provider will be allowed for 15 days from the date of signing (Effective Date) of the Agreement to mobilize the resources as per the requirements of the RFP to the Client's Location. The date on which the mobilization period gets completed will be identified as the 'Effective Date'.

- 10. Contract Period:** Contract will be for a period of 36 months from the date of deployment of the personnel with an annual escalation of 10% year on year. On satisfactory performance during the contract period and at the sole discretion of the Authority, the agreement can be renewed after 36 months on mutually agreed terms and conditions.

The proposed manpower deployment for this period shall be matching the activities to be performed during the said period. Authority, at its sole discretion and as per its requirement, may ask in writing to the successful bidder to increase the no. of personnel's at the same rate as proposed in the Financial proposal anytime during the contract period.

- 11. Office Space:** A dedicated Office space will be provided within the OSAMB Office Building to the PgMC team along with office infrastructure including a telephone, printer, fax, a desktop computer. As per the requirement ascertained, a project vehicle may also be allocated to the PgMC, for official use only, upon due approval from the competent authority in OSAMB. The team of key professionals can also be used for other works beyond the scope of this RFP. All travel expenses incurred by the key professionals for travelling at various project sites on the insistence of the Client shall be borne by the client on submission of actual bills.

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**Appendix – 1: Consultancy Team (Qualification & Experience Requirements)**

Key Personnel	Educational Qualification	Length of Professional Experience	Experience in Eligible Assignments
Team Leader cum Project Management Expert	Team Leader cum Project Management Expert - BE/ B. Tech in civil engineering along with Post Graduate Diploma in Construction / Project Management / M.E. / M. Tech. in Civil Engineering / MBA.	<ul style="list-style-type: none"> <li>- At least 12 years of Professional experience in the construction / Data sensitivity - Internal infrastructure sector.</li> <li>- Minimum 5 years of experience as Team Lead in Infrastructure Project Management, monitoring, construction supervision etc.</li> <li>- The professional should have minimum 2 years of employment (residency period) in pay roll of the participating bidders for which they have to submit TDS / PF certificates and also submit original Educational and Experience Certificate during verification of documents failing which the bid</li> </ul>	<ul style="list-style-type: none"> <li>• The Project Manager will remain responsible for supervision and administration of the project.</li> <li>• He will be responsible to ensure that the works are administrated properly, and that the construction is carried out in accordance with contract documents and to the proper requirements of the client.</li> <li>• He will prepare and submit monthly progress reports and monthly certificates of payment.</li> <li>• He will review and evaluate with the client about progress, quality, cost and safety of works. He will schedule the duties of his staff according to requirements of construction programme and organize and control effectively all the project supervisory staff for supervision of construction works.</li> </ul>
Construction Management Expert	BE/ B.Tech in civil engineering, Post Graduate Diploma in Construction / Project Management or equivalent, ME / M.Tech in Civil Engineering.	<ul style="list-style-type: none"> <li>- At least 10 years of Professional experience</li> <li>- The professional should have minimum 2 years of employment (residency period) in pay roll of the participating bidders for which they have to submit TDS / PF certificates and also submit original Educational and Experience Certificate during verification of documents failing which the bid shall be rejected.</li> </ul>	<ul style="list-style-type: none"> <li>• To keep a track of all construction activities undertaken by OSAMB.</li> <li>• Construction Planning, QA/QC documentation, Survey Methodology, Construction methodology, resource mobilization schedule, Utility shifting schedule, identification of hindrances and their removal schedule.</li> <li>• Verification of confirmative survey works, implementation of QA/QC and Safety Health and Environment construction supervision activities, and quality control implementation as per approved QA QC plan.</li> <li>• Prepare implementation plan for each site and each individual construction works. Review Contractors construction work plan and undertake field visits to assess their implementation.</li> <li>• Reviewing the mobilization of the contractors' resources (personnel, equipment, machines, materials, funds, etc.) and recommending additional resources to be mobilized to complete the works according to the implementation schedules and to the required specifications.</li> <li>• Identify and address critical areas/issues that could delay/hinder the construction progress.</li> <li>• Supervising and monitoring of the works done by the contractors.</li> </ul>

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Key Personnel	Educational Qualification	Length of Professional Experience	Experience in Eligible Assignments
Civil Design Engineer (Structural Engineer)	BE civil with ME in Structural Engineering	<ul style="list-style-type: none"> <li>- At least 10 years in design of various building structures</li> <li>- The professional should have minimum 2 years of employment (residency period) in pay roll of the participating bidders for which they have to submit TDS / PF certificates and also submit original Educational and Experience Certificate during verification of documents failing which the bid shall be rejected.</li> </ul>	<ul style="list-style-type: none"> <li>• Reporting to Team Leader and responsible for design of the structures. Job includes</li> <li>• Review soil investigation reports and safe bearing capacity calculations.</li> <li>• Structural Design and all drawings for all projects of OSAMB.</li> </ul>
Electrical/Mechanical Engineer	BE Electrical/Mechanical Engineer	<ul style="list-style-type: none"> <li>- At least 7 years of experience</li> <li>- The professional should have minimum 2 years of employment (residency period) in pay roll of the participating bidders for which they have to submit TDS / PF certificates and also submit original Educational and Experience Certificate during verification of documents failing which the bid shall be rejected.</li> </ul>	<ul style="list-style-type: none"> <li>• Responsible for all Electrical Planning (MEP) installation, testing and commissioning works as also for Fire Fighting and Fire Safety Works.</li> <li>• Measuring all quantities and works, for keeping records of all measurements, preparing quantity calculations and payment certificates to ensure that the contractor is paid in accordance with the contract in respect of aforesaid works.</li> <li>• Design of pumping system.</li> <li>• Design of electro-mechanical system including power supply</li> <li>• Design of SCADA system.</li> </ul>

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Key Personnel	Educational Qualification	Length of Professional Experience	Experience in Eligible Assignments
Civil Engineer (Site Engineer)	BE/B.Tech in Civil Engineering or Diploma in Civil Engineering with 8 years of experience	<ul style="list-style-type: none"> <li>- At least 5 years of experience</li> <li>- The professional should have minimum 2 years of employment (residency period) in pay roll of the participating bidders for which they have to submit TDS / PF certificates and also submit original Educational and Experience Certificate during verification of documents failing which the bid shall be rejected.</li> </ul>	<ul style="list-style-type: none"> <li>• Shall act as an auditor of quantities executed by the contractor as well as supposed to be executed.</li> <li>• Shall review all quantities as per RA bill submitted by contractor across various infrastructure like civil, mechanical, electrical, technology intervention or all other components.</li> <li>• Responsible for measuring all quantities and works, for keeping records of all measurements, preparing quantity calculations and payment certificates to ensure that the contractor is paid in accordance with the contract. He will verify and confirm supporting data for payment certificates for escalation</li> <li>• Ensures contractor compliance with applicable engineering codes and standards and QA/QC systems, policies, and procedures. Review of Quality Manual/ Policy of project by Contractor.</li> <li>• Ensure project to be executed in conformance to the QAP manual. Any deviation from QAP, he may issue NCR on the aspect and propose rectification method approved by PgMC and Engineer-in-charge as required from time to time.</li> <li>• Responsible for testing of quality of all kinds of materials (civil/ electrical/ mechanical) to be permanently provided in the project</li> <li>• Review all the material characterization and quality assurance, testing requirements of materials and works, validating the adequacy of the same, to guide mix designs and preparing and documenting test reports in appropriate formats.</li> <li>• Reviews utility submittals including vendors, shop drawings and utility drawings, surge analysis reports and specifications for compliance with the Contract requirements and design intent.</li> <li>• Overall supervision of the construction as per the submitted work plan by the contractor.</li> </ul>
<b>Other Professionals (to be deployed as per the requirement)</b>			

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Key Personnel	Educational Qualification	Length of Professional Experience	Experience in Eligible Assignments
Procurement Expert	BE/ B,Tech/ MBA/ PGDBM /Post Graduation in Finance or equivalent.	<ul style="list-style-type: none"> <li>- At least 10 years of relevant experience in total of which at least 3 years in government sector.</li> <li>- The professional should have minimum 2 years of employment (residency period) in pay roll of the participating bidders for which they have to submit TDS / PF certificates and also submit original Educational and Experience Certificate during verification of documents failing which the bid shall be rejected.</li> </ul>	<ul style="list-style-type: none"> <li>• Ensuring Tenders or RFPs or EOIs adherence to procurement guidelines set by different government bodies.</li> <li>• Entire bidding process management</li> <li>• Contract Management with vendors</li> <li>• Post contract monitoring and evaluation</li> <li>• Tracking default and penalties as per norms laid in contract</li> </ul>
Senior Architect	B. Arch with Masters in Architecture or Urban Planning or equivalent	<ul style="list-style-type: none"> <li>- At least 5 years of relevant experience in total</li> <li>- The professional should have minimum 2 years of employment (residency period) in pay roll of the participating bidders for which they have to submit TDS / PF certificates and also submit original Educational and Experience Certificate during verification of documents failing which the bid shall be rejected.</li> </ul>	<ul style="list-style-type: none"> <li>• Experience in project conceptualization</li> <li>• Preparation of architectural plans and detailed drawings, 3D views, walkthroughs, etc.</li> <li>• Preparation of Project Report for approvals</li> </ul>

**SECTION - 4**

**TECHNICAL PROPOSAL SUBMISSION FORMS**

Selection of Programme Management Consultant (PgMC) for providing Engineering Services  
for various projects of Odisha State Agricultural Marketing Board (OSAM BOARD)

**TECH-1**  
**COVERING LETTER**  
**(ON BIDDERS LETTER HEAD)**

[Location, Date]

To

**The General Manager**  
**OSAM BOARD**  
**Bhubaneswar**  
**PIN-751030**

**Subject: Selection of Programme Management Consultant (PgMC) for providing Engineering Services for various projects of Odisha State Agricultural Marketing Board (OSAM BOARD).**

Dear Sir,

With reference to your RFP dated...../...../....., I have examined all the relevant documents & understood their contents, and hereby submit our Technical & Financial proposal for the proposed service (CMMS). Our proposal will be valid for acceptance up to **180 Days** and I confirm that this proposal will remain binding upon us and may be accepted by you at any time before this expiry date.

All the information and statements made in this technical proposal are true and correct and I accept that any misinterpretation contained in it may lead to disqualification of our proposal. If negotiations are held during the period of validity of the proposal, I undertake to negotiate on the basis of the proposal submitted by us. Our proposal is binding upon us and subject to the modifications resulting from contract negotiations.

I have examined all the information as provided in your Request for Proposal (RFP) and offer to undertake the service described in accordance with the conditions and requirements of the selection process. I 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. In case, any provisions of this RFP and Scope of the Services including of our technical & financial proposal is found to be deviated, then your department shall have rights to reject our proposal absolutely. I confirm that, I have the authority to submit the proposal and to clarify any details on its behalf.

I understand you are not bound to accept any proposal you receive.

Yours faithfully,

**Authorized Signatory with Date and Seal:**

**Name and Designation:** \_\_\_\_\_

**Address of Bidder:** \_\_\_\_

**Selection of Programme Management Consultant (PgMC) for providing Engineering Services  
for various projects of Odisha State Agricultural Marketing Board (OSAM BOARD)**

**TECH-2**

**General Details of Bidder**

<b>Sl No.</b>	<b>Description</b>	<b>Full Details</b>
<b>1</b>	<b>Name of the Bidder</b>	
<b>2</b>	<b>Address for communication:</b> Tel : Fax: Email id :	
<b>3</b>	<b>Name of the authorized person signing &amp; submitting the bid on behalf of the Bidder:</b> Mobile No. : Email id :	
<b>4</b>	<b>Registration / Incorporation Details</b> Registration No: Date & Year. :	
<b>5</b>	<b>Local office in Odisha</b> <b>If Yes, Please furnish contact details</b>	Yes / No
<b>6</b>	<b>Bid Processing Fee Details</b> Amount : DD No. : Date: Name of the Issuing Bank:	
<b>7</b>	<b>EMD Details</b> Amount : DD No. : Date: Name of the Issuing Bank:	
<b>8</b>	PAN Number	
<b>9</b>	Goods and Services Tax Identification Number (GSTIN)	
<b>10</b>	Willingness to carry out assignments as per the scope of work of the RFP	<b>YES</b>
<b>11</b>	Willingness to accept all the terms and conditions as specified in the RFP	<b>YES</b>

**Authorized Signatory [In full and initials]:** \_\_\_\_\_

**Name and Designation with Date and Seal:** \_\_\_\_\_

Selection of Programme Management Consultant (PgMC) for providing Engineering Services  
for various projects of Odisha State Agricultural Marketing Board (OSAM BOARD)

**TECH-3**

**Financial Details of Bidder**

Financial Information in INR				
Details	FY <u>22-23</u>	FY <u>23-24</u>	FY <u>24-25</u>	Average
Average Annual Turnover (in INR Crores).				
<b>Supporting Documents:</b>  Audited certified financial statements for the last <b>Three FYs (preceding the Financial year in which the proposal is due)</b> (Submission of copies of Income & Expenditure Statement and Balance Sheet for the respective financial years is mandatory along with this form). In case audited statement for FY 24-25 are not available, bidder may provide provisional statement certified by a chartered Accountant for the same.  <b><i>Filled in information in this format must have to be jointly certified and sealed by the CA and the authorized representative of the bidder and to be furnished in original along with the technical proposal failing which the proposal will be out rightly rejected. No scanned copy will be entertained.</i></b>				

**Certified that the bidder has positive net worth during the above three financial years.**

\_\_\_\_\_  
*Signature and Seal of the Auditor with Date and Seal (In original)*

Name of the Audit Firm:

Unique Document Identification Number (UDIN):

ICAI Membership No:

Address with Contact Details:

**Authorized Signatory [In full initials with Date and Seal]:** \_\_\_\_

**Communication Address of the Bidder:** \_\_\_\_\_

**TECH-4**

**(On Stamp Paper of appropriate value)**

**FORMAT FOR POWER OF ATTORNEY FOR AUTHORISED SIGNATORY**

Know all men by these presents, We ..... [name of the company/firm/trust/organization/agency and address of the registered office] do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms. (name), .....and presently residing at ....., who is presently employed with us, as our true and lawful attorney (hereinafter referred to as the **Attorney**) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for providing \_\_\_\_\_ Services to **ODISHA STATE AGRICULTURAL MARKETING BOARD (OSAM Board)**), including but not limited to signing and submission of all Proposal documents and other documents and writings, participate in investor consultations and other conferences and providing information/responses to OSAMB, representing us in all matters before OSAMB, signing and execution of all contracts including undertakings consequent to acceptance of our Proposal, and generally dealing with OSAMB in all matters in connection with or relating to or arising out of our Proposal and/or upon award of the Project to us and/or till the entering into of the service agreement with OSAMB.

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

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

For

.....

(Signature, name, designation and address)

Witnesses:

1.

2.

(Notarized)

Accepted

.....

(Signature)

**Selection of Programme Management Consultant (PgMC) for providing Engineering Services  
for various projects of Odisha State Agricultural Marketing Board (OSAM BOARD)**

(Name, Title and Address of the Attorney)

**Notes:**

- i. To be executed by the sole Bidder.*
- ii. The mode of execution of the power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
- iii. Also, where required, the executants(s) should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- iv. In case the proposal is signed by an authorised General Manager of the Bidder, a certified copy of the appropriate resolution/ document conveying such Client may be enclosed in lieu of the Power of Attorney.*

Selection of Programme Management Consultant (PgMC) for providing Engineering Services  
for various projects of Odisha State Agricultural Marketing Board (OSAM BOARD)

**TECH-5**

**PAST EXPERIENCE OF THE BIDDER**

List of completed assignments only of similar nature\*\* in any sector during last seven years

Sl. no.	Period	Name of the Assignment with details thereof	Name of the Client	*Contract Value (in INR) and Duration in Month	Date of Award / Commencement of assignment	Date of Completion of assignment	Remarks if any
A	B	C	D	E	F	G	H
1							
2							
3							
4							
5							

Authorized Signatory [*In full and initials*]: \_\_\_\_

Name and Designation with Date and Seal: \_\_\_\_

**Note: Bidders are requested to furnish the list of assignments of similar undertaken during the last 7 Years (preceding the due date of proposal) as per the above prescribed format only. Information not conforming to the above format will be treated as non-responsive. Copies of the Work order / Contract Document / Completion Certificate from the previous Clients need to be furnished along with the above information.**

**\*\*Please refer to Section-2 of RFP for definition of Similar nature of Works.**

**Note:**

**Bidder must have successfully completed at least Three (3) assignments of similar\* nature (having project value each  $\geq$  INR 50 Crores\*\*, in the infrastructure / construction sector under Central / State Govt. / Externally Aided Projects / Autonomous bodies operated under Govt. administrative control / PSU during the last 10 Years as on the bid due date. For conditions related to the experience and definition of 'successful completion', 'project of similar nature' and 'project cost', please refer to Section-2, Clause 1, point 3 of table. • For 3 completed similar projects conforming to the given conditions – 15 Marks • For each additional similar project conforming to the above conditions – 3 Marks**

Selection of Programme Management Consultant (PgMC) for providing Engineering Services  
for various projects of Odisha State Agricultural Marketing Board (OSAM BOARD)

**TECH-6**

**INFORMATION REGARDING ANY CONFLICTING ACTIVITIES AND DECLARATION  
THEREOF**

*Are there any activities carried out by your service provider which are of conflicting nature as mentioned in Section 2: [Instruction to the Bidder] under Eligibility Criteria: Para (6). If yes, please furnish details of any such activities.*

If no, please certify,

**IN BIDDERS LETTER HEAD**

I, hereby declare that our service provider as Individual / as a member of any consortium is not indulged in any such activities which can be termed as the conflicting activities as mentioned in **Section 2: [Instruction to the Bidder] under Eligibility Criteria: Para (6)**.

I, also acknowledge that in case of misrepresentation of any of the information, our proposal / contract shall be rejected / terminated by the Client which shall be binding on us.

**Authorized Signatory [In full initials with Date and Seal]:** \_\_\_\_\_

**Communication Address of the Bidder:** \_\_\_\_\_

Selection of Programme Management Consultant (PgMC) for providing Engineering Services  
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**TECH-7**

**[On the Stamp Paper of appropriate value in shape of affidavit from the Notary regarding  
Ineligibility of the Bidder and non-blacklisting]**

**(To be submitted on Bidder's Letter Head)**

**In response to the RFP No. \_\_\_\_\_, Dated: \_\_\_\_\_**

**Name of the RFP: \_\_\_\_\_**

I/We hereby declare and solemnly swear that our Company / firm has not been banned / blacklisted as on date by any competent court of Law, forum or any State Government or Central Government or their agencies or by any statutory entities or any PSUs that no debarment/blacklisting subsists as on the Proposal Due Date.

AND, if at any stage the declaration/statement on oath is found to be false in part or otherwise, then without prejudice to any other action that may be taken, I/We, hereby agree to be treated as a disqualified Bidder for the on-going tender process. In addition to the disqualification of the proposal, our concern/entity may be banned / blacklisted.

AND, that I/We shall have no right whatsoever, to claim for consideration of our bid at any stage and the RFP, if any to the extent accepted may be cancelled.

**Authorized Signatory: \_\_\_\_\_**

**Name and Designation with Date and Seal: \_\_\_\_\_**

**TECH-8**

**DESCRIPTION OF APPROACH, METHODOLOGY & WORK PLAN TO UNDERTAKE THE  
ASSIGNMENT**

[Technical approach, methodology and work plan are key components of the Technical Proposal. In this Section, bidder should explain his understanding of the scope and objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. Further, he should highlight the problems being addressed and their importance and explain the technical approach to be adopted to address them. It is suggested to present the required information divided into following four sections]

**A. Understanding of Scope, Objectives and Completeness of response**

Please explain your understanding of the scope and objectives of the assignment based on the scope of work, the technical approach, and the proposed methodology adopted for implementation of the tasks and activities to deliver the expected output(s), and the degree of detail of such output. ***Please do not repeat/ copy the ToR here.***

**B. Description of Approach and Methodology:**

- a. Key guiding principles for the study.
- b. Proposed Framework.
- c. Information matrix
- d. Any other issues

**C. Methodology to be adopted:**

Explaining of the proposed methodologies to be adopted highlighting of the compatibility of the same with the proposed approach. This includes:

- a. Detail research design including sample design and estimation procedure.
- b. Field Process Protocol control
- c. Suggestive tools for data collection.
- d. Analysis of field data and preparation of reports
- e. Any other issues

**D. Staffing and Study Management Plan:**

The bidder should propose and justify the structure and composition of the team and should enlist the main activities under the assignment in respect of the Key Professionals responsible for it. Further, it is necessary to enlist of the activities under the proposed assignment with sub-activities (week wise). (Graphical representation)

**Authorized Signatory [*In full and initials*]: \_\_\_\_\_**

**Name and Designation with Date and Seal: \_\_\_\_\_**

**TECH-9**

**UNDERTAKING**

**[On the Bidder's Letter Head regarding not having any pending judicial proceedings  
for any criminal offences]**

I, hereby undertake that there is no criminal case pending in any Court of Law against our organisation or against the Proprietor/General Manager/Manpower Resources to be deployed by our organisation.

I/we further certify that Proprietor/General Manager/Manpower Resources to be deployed by our organisation have not been convicted of any offence in any Court in Odisha / India during the recent past. I understand that, I am fully responsible for the contents of this undertaking and its truthfulness.

**Yours sincerely,**

**Authorized Signature**

**[In full and initials]**

**TECH-10**

**ANTI COLLUSION CERTIFICATE**

*(on letterhead of Applicant)*

1. We certify that this Proposal is made in good faith and that we have not fixed or adjusted the amount of the Proposal by, or under, or in accordance with any agreement or arrangement with any other person. We also certify that we have not and we undertake that we will not, before the award of any contract for the work:

(i) (a) Communicate to any person other than the Authority /or person duly authorized by it in that behalf the amount or approximate amount of the Proposal, or Proposed Proposal, except where the disclosure, in confidence, of the approximate amount of the Proposal was necessary to obtain premium quotations required for the preparation of the Proposal

(b) Enter into any agreement or arrangement with any person that they shall refrain from bidding, they shall withdraw any Proposal once offered or vary the amount of any Proposal to be submitted.

(ii) Pay, give or offer to pay or give any sum of money or other valuable Considerations directly or indirectly to any person for doing or having done or having caused to be done in relation to any other Proposal or proposed Proposal for the work, any act or thing of the sort described at (i) (a) or (i) (b) above.

2. We further certify that the principles described in paragraphs 1 (i) and (ii) above have been or will be, brought to the attention of all sub-contractors, suppliers and associated companies providing services or material connected with the Proposal and any contract entered into with such sub-contractors, suppliers, or associated companies will be made on the basis of compliance with the above principles by all parties.

3. We are not part of any "Anti-competitive practice" such as collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act, 2002 as amended from time to time, between two or more bidders, with or without the knowledge of the Procuring Entity (Authority), that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels,

4. In this certificate, the word "person" includes any persons or anybody or association, corporate or unincorporated; "any agreement or arrangement" includes any transaction, formal or informal and whether legally binding or not; and "the work" means the work in relation to which this Proposal is made.

Dated this.....Days of..... 2025 .....

Name of the Bidder. ....

Signature of the designated person.....

Name of the designated person.....

Date of receipt of RFP documents.....

Selection of Programme Management Consultant (PgMC) for providing Engineering Services  
for various projects of Odisha State Agricultural Marketing Board (OSAM BOARD)

**TECH-11**

**Format of Curriculum Vitae (CV) for Proposed Key Personnel**

**1. Proposed Position:**

[For each position of key professional separate form Tech B-6 will be prepared]

**2. Name of Firm :**

**3. Name of Staff :**

**4. Date of Birth :**

**5. Years with Firm :**

**6. Nationality :**

**7. Education :**

[Indicate college / university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates]

**8. Membership in Professional Associations:**

**9. Other Trainings :**

**10. Countries of Work Experience:**

**11. Languages :**

[For each language indicate proficiency: excellent, good, fair, or poor; in speaking, reading, and writing]

**12. Employment Record:**

[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held. For experience in **last ten years**, also give types of activities performed and Client references, where appropriate as per the prescribed format given below]

From [Year]	To [Year]
<b>Procuring Entity Name:</b>	
<b>Position Held:</b>	
<b>Details of the Task Assigned</b> [List all tasks to be performed under this Assignment/job]	

**13. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned**

[Among the Assignment/jobs in which the staff has been involved, indicate the following information for those Assignment /jobs that best illustrate staff capability to handle the tasks listed under point 12.]

<b>Name of the Project</b>	
<b>Year</b>	
<b>Location</b>	

**Selection of Programme Management Consultant (PgMC) for providing Engineering Services  
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<b>Name of the Client</b>	
<b>Project Feature</b>	
<b>Position Held</b>	
<b>Activities Performed</b>	

**Certification:**

I, the undersigned, certify that to the best of my knowledge and belief that this CV correctly describes my qualifications and past experiences. I will undertake this assignment for the full project duration in terms of roles and responsibilities assigned in the technical proposal or any agreed extension of activities thereof. I understand that any misstatement herein leads to disqualification of CV.

**Date:**

**Signature of Key Professional with Date** \_\_\_\_

**Authorized Signatory [In full and initials]:** \_\_\_\_

**Name and Designation with Date and Seal:** \_\_\_\_

## **SECTION -5**

# **FINANCIAL PROPOSAL SUBMISSION FORMS**

Selection of Programme Management Consultant (PgMC) for providing Engineering Services  
for various projects of Odisha State Agricultural Marketing Board (OSAM BOARD)

**SECTION 5: APPENDIX -3**

**FORMAT FOR THE FINANCIAL BID**

**FROM**

(NAME OF THE FIRM)

**The General Manager  
OSAM BOARD  
Bhubaneswar  
PIN-751030**

**Subject: Selection of Programme Management Consultant (PgMC) for providing Engineering Services for various projects of Odisha State Agricultural Marketing Board (OSAM Board)**

Sir,

We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal dated [Date], and our proposal. Our attached financial proposal is for **Rs. \_\_\_\_\_ Crores for the sum of [Amount in words and figures]**. This amount is exclusive of the Goods & Service Taxes but inclusive of all other taxes & duties, levies, cess etc. which we have estimated at (Amount in Words and Figures).

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to the expiration of the validity period of the proposal, i.e., [Date].

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We understand you are not bound to accept any proposal you receive.

We remain,

Yours sincerely,

Managing Director/Head of the firm/

Authorised Representative of the firm

Name of the firm Address

**Selection of Programme Management Consultant (PgMC) for providing Engineering Services  
for various projects of Odisha State Agricultural Marketing Board (OSAM BOARD)**

**SECTION 5: APPENDIX-2**

**BREAKDOWN OF LOCAL CURRENCY COSTS**

Sl. No.	Key personnel	No. of personnel required	Total Man-Month	Billing Rate Per Person (in INR)	Amount without GST (in INR)
<b>A. Project Supervision Services: Key Personnel for Supervision &amp; other Engineering services</b>					
1	Team Leader cum Project Management Expert	1	36		
2	Construction Manager	1	36		
3	Civil Design Engineer (Structural Engineer)	1	36		
4	Electrical/Mechanical Engineer	1	36		
5	Civil Engineer	4	36		
	<b>Sub-Total (A)</b>				
<b>B. Other Personnel:</b>					
6	Senior Architect	1	36		
7	Procurement Expert	1	36		
	<b>Sub-Total (B)</b>				
<b>C. Planning &amp; Design Services</b>					
Sl. No.	Particulars	Unit	Rate (%)	Amount	
1	Lumpsum Consultancy Fees for projects to be executed on EPC Turnkey mode, based on total indicative project cost of INR 200 Crores (for various projects)	%			
2	Lumpsum Consultancy Fees for projects to be 'item-rate contract mode, based on total indicative project cost of INR 200 Crores (for various projects)	%			
<b>Sub-Total (C)</b>					
<b>Total (A+B+C)</b>					

(All the breakup of expenses is indicative only to arrive the total consultancy fee)

**SECTION - 6**

**STANDARD FORM OF CONTRACT AND  
ANNEXURES**

**Selection of Programme Management Consultant (PgMC) for providing Engineering Services  
for various projects of Odisha State Agricultural Marketing Board (OSAM BOARD)**

**CONTRACT FORM**

**(The Standard Form Contract to be modified as to be agreed with Successful  
Bidder)**

**Section 6. Contract for Consulting Services**

**AGREEMENT FOR CONSULTANCY SERVICES TO BE IN ACCORDANCE WITH  
OGFR GUIDELINE.**

**Selection of Programme Management Consultant (PgMC) for providing Engineering Services  
for various projects of Odisha State Agricultural Marketing Board (OSAM BOARD)**

**Annexure – I**

**BID SUBMISSION CHECK LIST**

<b>Sl. No.</b>	<b>Description</b>	<b>Submitted (Yes/No)</b>	<b>Page No.</b>
<b>TECHNICAL PROPOSAL</b>			
1.	Filled in Bid Submission Check List ( <b>ANNEXURE-I</b> )		
2.	Covering Letter ( <b>TECH-1</b> )		
3.	Bid Processing Fee of <b>Rs. 10,000/-</b>		
4.	EMD of <b>Rs.30,00,000/-</b>		
5.	Copy of Certificate of Incorporation / Registration / Any valid Legal Document		
6.	Copy of PAN		
7.	Copy of Goods and Services Tax Identification Number (GSTIN)		
8.	Valid Labour Registration Certificate		
9.	Cover Letter ( <b>TECH-1</b> )		
10.	General Details of the Bidder ( <b>TECH-2</b> )		
11.	Financial details of the bidder ( <b>TECH-3</b> ) along with all the supportive documents such as copies of audited statement for the period of 2022-23, 2023-24 and 2024-25		
12.	Power of Attorney ( <b>TECH-4</b> ) in stamp paper for appropriate value in favour of the person signing the bid on behalf of the bidder.		
13.	Project Experience of the Bidder ( <b>TECH - 5</b> )		
14.	Declaration on Potential Conflict of Interest ( <b>TECH - 6</b> )		
15.	Undertaking for not have been black-listed by any Central / State Govt./any Autonomous bodies during in the recent past ( <b>TECH-7</b> )		
16.	Description of approach, methodology & work plan to undertake the assignment ( <b>TECH – 8</b> )		
17.	Undertaking for judicial proceedings ( <b>TECH – 9</b> )		
18.	Anti-Collusion Certificate ( <b>Tech – 10</b> )		
19.	CVs of the Key Personnel ( <b>Tech – 11</b> )		
20.	Duly Filled in Technical Proposal Submission Forms along with all the supportive documents		

**Undertaking:**

- *All the information have been submitted as per the prescribed format and procedure.*
- *Each part has been separately bound with no loose sheets and each page of all the two parts are page numbered along with Index Page.*
- *All pages of the proposal have been sealed and signed by the authorized representative.*

**Authorized Signatory [In full and initials]:** \_\_\_\_\_

**Name and Designation with Date and Seal:**

\_\_\_\_\_

Selection of Programme Management Consultant (PgMC) for providing Engineering Services  
for various projects of Odisha State Agricultural Marketing Board (OSAM BOARD)

**Annexure – II**

**FORMAT FOR SUBMISSION OF PRE-PROPOSAL QUERY**

The bidders will have to ensure that their queries in soft copy should reach to the General Manager, OSAMB through email at [osamboard99@yahoo.com](mailto:osamboard99@yahoo.com) latest by 4.00 PM of 18.09.2025 as per the prescribed format mentioned below.

Sl. No.	Page Number / Section of RFP Document	Current Provision / RFPText	Query from the Bidder
1.			
2.			
3.			
4.			
5.			
6.			

**Authorized Signatory [In full and initials]:** \_\_\_\_\_

**Name and Designation with Date and Seal:** \_\_\_\_\_

*[Any deviation to the above prescribed format will not be taken into consideration for clarification. The Client shall not be responsible for ensuring that the bidders' queries have been received by them. Any requests for clarifications post submission date and time as per the Bidder Data Sheet of the RFP, shall not be entertained by the Client. The purpose of pre-proposal clarification is to provide the bidders with information regarding the RFP terms and conditions, selection process and terms of reference for the assignment. The Client will endeavour to provide timely response to the queries by uploading the same in its website]*

**PERFORMANCE BANK GUARANTEE FORMAT**

To  
The General Manager  
OSAM Board  
Bhubaneswar

WHEREAS..... (Name and address of the Service Provider) (hereinafter called “the Service Provider”) has undertaken, in pursuance of RFP No..... Dated ..... to undertake the service of ..... (description of services) (herein after called “the contract”).

AND WHEREAS it has been stipulated by \_\_\_\_\_(Name of the Client) in the said contract that the Service Provider shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the Service Provider, up to a total of ..... (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the Service Provider to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Service Provider before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Service Provider shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This performance bank guarantee shall be valid until the ..... day of ....., YYYY  
Our branch at Bhubaneswar (Name & Address of the Bank) is liable to pay the guaranteed amount depending on the filing of claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our Bhubaneswar branch a written claim or demand and received by us at our Bhubaneswar branch on or before Dt..... otherwise bank shall be discharged of all liabilities under this guarantee thereafter.

.....  
**(Signature of the authorized officer of the Bank)**

.....  
**Name and designation of the officer**

.....  
**Seal, name & address of the Bank & Branch**