

RFP for selection of agencies for conducting Geotechnical investigations and Drone survey for quantity estimation of Legacy Waste Dumpsites in Package I Cuttack Municipal Corporation, Berhampur Municipal Corporation and Puri Municipality) and Package II (Sambalpur Municipal Corporation, Bhadrak Municipality and Balasore Municipality), Odisha

REQUEST FOR PROPOSAL

FOR

SELECTION OF AGENCIES FOR CONDUCTING GEOTECHNICAL INVESTIGATIONS AND DRONE SURVEY IN LEGACY WASTE DUMPSITES IN PACKAGE I (CUTTACK MUNICIPAL CORPORATION, BERHAMPUR MUNICIPAL CORPORATION AND PURI MUNICIPALITY) AND PACKAGE II (SAMBALPUR MUNICIPAL CORPORATION, BHADRAK MUNICIPALITY AND BALASORE MUNICIPALITY), ODISHA VIA MANAGEMENT CONTRACT

REQUEST FOR PROPOSAL THROUGH NATIONAL COMPETITIVE BIDDING

RFP for selection of agencies for conducting Geotechnical investigations and Drone survey for quantity estimation of Legacy Waste Dumpsites in Package I Cuttack Municipal Corporation, Berhampur Municipal Corporation and Puri Municipality) and Package II (Sambalpur Municipal Corporation, Bhadrak Municipality and Balasore Municipality), Odisha

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SECTION - I

NOTICE INVITING REQUEST FOR PROPOSAL (RFP)

STATE URBAN DEVELOPMENT AGENCY, [SUDA]
Govt. Of Odisha (Housing & Urban Development Department)
Plot No-172, Vivekananda Marg
Bhubaneswar-751014
E-mail ID: odishalegacywaste@gmail.com
Website: www.sudaodisha.org

RFP No:

Date:

State Urban Development Agency, Govt of Odisha, invites Request for Proposal for selection of agencies for conducting Geotechnical investigations and Drone survey for quantity estimation in Legacy Waste Dumpsites in Package I (Cuttack Municipal Corporation, Berhampur Municipal Corporation and Puri Municipality) and Package II (Sambalpur Municipal Corporation, Bhadrak Municipality and Balasore Municipality), Odisha via Management Contract. Details can be seen in the RFP document available in the Website: www.sudaodisha.org.

Sd/-

**Project Director,
SUDA**

DEFINITIONS

“**Approved Invoice**” shall mean the monthly invoice submitted by the Agency and duly approved by the competent technical committee of **SUDA**.

“**Approved Project Cost**” shall have the meaning as set forth in sub-Article 3.8 of the RFP.

“**Bidder**” shall mean a proprietorship; single company should have been in existence at least seven years prior to the Bid Due Date.

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“**Monsoon Period**” shall mean period of a calendar year in between June 15 to October 15 for Odisha region.

“**Agency**” shall mean prime contractor who has been awarded the contract by the employer.

“**Person**” shall mean (unless otherwise specified or required by the context), Firm, Company, Corporation, Government, State or Agency of a State.

“**Project**” shall mean Geotechnical investigations and Drone survey for quantity estimation in Legacy Waste Dumpsites in Package I (Cuttack, Berhampur and Puri) and Package II (Sambalpur, Bhadrak and Balasore), Odisha

“**Project Area**” shall mean the geographical area of dumpsites mentioned in package I and II, Odisha.

“**Request for Proposal (RFP) Document** shall mean all documents whether containing words, figures or drawings which are, before the delivery of the Bidder’s Bid and for the purposes of his tender, issued to him or embodied by reference in such delivered documents or specified therein as being available for inspection by the Bidder.

“**Successful Bidder**” shall mean single the entity quoting the lowest quote to conduct the scope of work

“**Turnover**” shall mean the aggregate value of the realization of amount made from the sale, supply, or distribution of goods or on account of services rendered, or both, by the company during a financial year.

ABBREVIATIONS

Sl. No.	Abbreviation	Expansion
1.	SUDA	State Urban Development Agency, Govt of Odisha
2.	CPCB	Central Pollution Control Board
3.	EMD	Earnest Money Deposit
4.	GPS	Global Positioning System
5.	JV	Joint Venture
6.	LW	Legacy Waste
7.	MoEFCC	The Ministry of Environment, Forest, and Climate Change
8.	MoU	Memorandum of Understanding
9.	MSW	Municipal Solid Waste
10.	MT	Metric Ton
11.	NABET	National Accreditation Board for Testing and Calibration Laboratories
12.	OSPCB	Odisha State Pollution Control Board
13.	RDF	Refuse Derived Fuel
14.	RFP	Request for Proposal
15.	SLF	Sanitary Land Fill

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16.	SPV	Special Purpose Vehicle
17.	SW	Solid Waste

Key Dates:

Milestone	Time and Dates
Uploading RFP Document in the Website of SUDA http://www.sudaodisha.org	04.08.2022
Last date for downloading of RFP from Website of SUDA http://www.sudaodisha.org	02.09.2022
Dateline for submission of queries, if any, in E-mail ID: odishalegacywaste@gmail.com ,	1.00 PM of 10.08.2022
Time of Pre-bid meeting	3.30 P.M of 10.08.2022 Virtual Mode in the link as mentioned below: [https://teams.microsoft.com/l/meetup-join/19%3ameeting_MWE4MzkzMGYtYmU5OC00YjFhLTk1NDQtYzA2MWFjNTYyOWNj%40thread.v2/0?context=%7b%22Tid%22%3a%223097fef0-ec39-447d-9f29-64bce0ded1b7%22%2c%22Oid%22%3a%22692b6a68-96f2-485e-bff4-1349efb7bd64%22%7d]
Dateline for disposal of queries, if any and publication of amendments, if any	16.08.2022
Last Date and time for Submission of Proposals	5.30 P.M of 02.09.2022
Opening of Technical Bid	11.30 AM of 03.09.2022
Presentation	To be intimated
Opening of Financial Bid	To be intimated

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DISCLAIMER

The information contained in this Request for Proposal document (the “RFP”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the STATE URBAN DEVELOPMENT AGENCY (SUDA), Odisha or any of their employees or advisors, is provided to Bidder(s) 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 SUDA to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in preparing their bids (the “Bid”) including all the necessary submissions and the Financial Bids pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the SUDA in relation to the Project. 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 SUDA, its employees, or advisors to consider the investment objectives, financial situation 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 shall, therefore, conduct its own investigations and analysis and shall check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements, and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) 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 shall not be regarded as a complete or authoritative statement of law.

The SUDA accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The SUDA, its employees and advisors 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, completeness or reliability 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 during the Bidding Process.

The SUDA also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

The SUDA may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that the SUDA is bound to select a Bidder or to appoint the Selected Bidder or Agency, as the case may be, for the Project and the SUDA reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the SUDA or any other costs incurred in connection with or relating to its Bid. All such costs and expenses shall remain with the Bidder and the SUDA 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 Bid, regardless of the conduct or outcome of the Bidding Process.

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SECTION - II

INSTRUCTION TO BIDDERS

(A) General

1.1 Introduction

Odisha, a state on the eastern coast of India, is divided into 30 administrative geographical units called districts. The 114 urban local bodies (ULBs) in Odisha, categorized as Municipal corporations (5), Municipalities (48) and Notified Area Councils (61). There are insanitary landfills are present in 75 ULBs and Odisha Government decided to reclaim the land using Biomining process. SUDA in its endeavor to improve the city's public amenities and to enrich the city's aesthetics, sanitation, and hygiene aspects and to implement the Swachh Bharat Mission (Urban) 2.0 launched by the Government of India invites responsive bids for Selection of an Agency conducting Geotechnical investigations and Drone survey for quantity estimation in Legacy Waste Dumpsites mentioned in Package I and Package II, Odisha.

The Bidder can quote for both packages and can be awarded for maximum one package. There will be single technical bid and two separate financial bids for Package-I and Package-II. Financial bid of Package-I shall be opened first. The selected Bidder of Package-I 's financial bid for package-II shall not be opened.

DESCRIPTION ABOUT PACKAGE

An agency needs to be selected for conducting the investigation studies to find out the volume of the waste accumulated in the legacy waste dumpsites and document the baseline environmental conditions before the remediation process. The agency must conduct a drone survey to find out the exact quantum of waste accumulated in the project site. Most of the dumpsites in Odisha are located above an abandoned mining facility and to determine the exact quantity of waste below ground level requires a geotechnical survey. The selected agency also needs to conduct characterization study of the waste fraction, sampling of soil/waste/surface water/groundwater and analysis by standard methods of APHA or USEPA in NABL or MoEFCC accredited laboratories.

1.2 General Conditions

- a) The bidding process consists of a Request for Proposal with two envelopes from prospective Bidders.
- b) Though adequate care has been taken in the preparation of this *RFP* Document, the Bidder shall satisfy himself that the Document is complete in all respects. Intimation of discrepancy, if any, shall be given to the SUDA immediately. If no intimation is received by this office, it shall be deemed that the Bidder is satisfied that the RFP Document is complete in all respects.
- c) Neither SUDA, nor their employees or consultants make any representation or warranty as to the accuracy, reliability, or completeness of the information in this RFP Document and it is not possible for SUDA to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP Document. Certain prospective Bidders may have a better knowledge of the Project than others. Each prospective Bidders shall conduct his own investigations and analysis and check the accuracy, reliability, and completeness of the information in this RFP document and obtain independent advice from appropriate sources.

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- d) Neither SUDA nor their employees or consultants shall have any liability to any prospective Bidders or any other person under the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP Document, any matter deemed to form part of this RFP Document, the award of the Project, the information and any other information supplied by or on behalf of SUDA or their employees, any consultants or otherwise arising in any way from the selection process for the Project.
- e) SUDA reserves the right to reject any or all the Bids submitted in response to this *RFP Document* at any stage without assigning any reasons whatsoever.
- f) SUDA reserves the right to change any or all the provisions of this *RFP Document*. Such changes would be intimated through Corrigendum/Addendum. Any Corrigendum/Addendum issued shall be part of the Bidding Document and shall be available on the website www.sudaodisha.org
- g) Strict adherence to formats, wherever specified, is required. Non-adherence to formats may be a ground for declaring the Bid non-responsive. All communication and information provided shall be legible, and wherever the information is given in figures, the same shall also be mentioned in words. In the event of any difference between figures and words, the amount indicated in words shall be considered.
- h) The RFPs shall be evaluated as per the criteria specified in this RFP Document. However, within the broad framework of the evaluation parameters as stated in the RFP Document, SUDA reserves the right to make modifications to the stated evaluation criteria, which would be uniformly applied to all the Bidders.
- i) No Promoter/Bidder can propose to be a member of more than one Bidders for submission of the RFP for the Project. A single entity cannot propose to be member of more than one Bidders.
- j) The Bidders shall designate one person (“Contact Person” and “Authorized Representative and Signatory”) authorized to represent the Bidders/Lead Bidders in its dealings with SUDA. This designated person shall hold the Power of Attorney as per the format mentioned in Annexure-4 and be authorized to perform all tasks including but not limited to providing information, responding to enquiries, entering contractual commitments on behalf of the Bidders etc. The Covering Letter submitted by the Bidders shall be signed by the Authorized Signatory and shall bear the stamp of the entity thereof.

Mere submission of information does not entitle the Bidders to meet an eligibility criterion. SUDA reserves the right to vet and verify any information submitted by the Bidders.

1.3 Financial Proposal

The Bidder can quote for both packages and can be awarded for maximum one package. There will be single technical bid and two separate financial bids for Package-I and Package-II.

Financial bid of Package-I shall be opened first. The financial bid of selected Bidder of Package-I shall not be opened for Package-II .

1. The Financial Proposal offered by the Bidders shall remain open for acceptance for a period of 180 days, from the Proposal Submission due date. No upward revision in the price shall be allowed during the above period and after communication of the acceptance of the proposal during the validity period.
2. The Bidders are requested to quote the processing charges per Unit excluding applicable taxes in Format given in Annexure -10 Financial Bid Format.

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3. The price shall be firm and irrevocable and not subject to any upward revision due to increase in cost of raw material, components, and labor cost till the completion of the order.
4. All the rates given in the Financial Proposal shall be expressed both in words and in figures. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.

1.4 Minimum Technical and Financial Eligibility Criteria

- a. The Bidder must be a Reputed, Resourceful and Experienced Company/ Firm registered in India and shall operate in conformity with the provisions of laws in India.
- b. The Bidder must possess GST Registration Certificate, PAN card and Company Registration Certificate.
- c. The minimum number of years of existence of the company/ firm must be 5 [five] years.
- d. The Bidder must have completed minimum 2 [two] similar projects of drone survey with contract value of Rs 5.0 lakh [Rupees five lakh only] or above for each Project in last 5 [five] years.
- e. The Bidder must have completed minimum 2 [two] similar projects of Geotechnical investigation with contract value of Rs 5.0 lakh [Rupees five lakh only] or above for each Project in last 5 [five] years.
- f. The average annual turnover of the Bidder shall not be less than Rs. 50 Lakh (Rupees Fifty Lakh only) for last three financial years, ending March 2021. Audited Balance Sheet for 3 (three) years ending financial year 2020-21 are to be enclosed.
- g. The Bidder must not have been blacklisted by any Government agency or Public Sector Undertaking. A certificate shall be attached in this respect.

Similar works of Geotechnical investigations means drilling and sampling of the soil. It also includes the sampling of soil/waste/surface water/groundwater and analysis by standard methods of APHA or USEPA in NABL or MoEFCC accredited laboratories.

Similar works of Drone surveying means including the drilling and sampling of the soil and volume estimation of irregular areas and quantity determination.

1.5 Sub-contractors Experience

Sub-contractors experience and resources shall not be taken into account in determining the Tenderers compliance with the qualifying criteria.

1.6 General Condition on Qualification

Even though the Tenderers meet the above criteria, they are subject to be disqualified if they have:

- (a) Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- (b) Record of poor performance such as abandoning the works, not properly completing the contract, judicial conviction, and blacklisting by any Govt./Govt. Agency etc.

1.7 Cost of Preparation of the Bid

- (i) The Bidders shall bear all the costs associated with the preparation and submission of the proposals, and the SUDA shall in no case be responsible or liable for those costs. The Bidders shall be responsible for all the costs associated with the preparation of their Bids and their participation in the Bidding Process. The SUDA will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

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- (ii) The cost of tender documents is INR.10,000/- (Rupees Ten Thousand Only) + 12% GST, which is non-refundable and shall be paid through Demand Draft in favor of the Project Director, SUDA, payable at Bhubaneswar.

1.8 Amendment of RFP Documents

At any time after the issue of the RFP documents and before the proposal submission due date, SUDA may make any changes, modifications or amendments to the RFP documents and shall upload on the SUDA web portal. The offer shall be furnished taking into account the addendum/amendments, if any, issued as mentioned above and any failure in doing so shall lead to consequences including rejection of proposals.

1.9 Preparation of the Bid

- 1.9.1 All documents relating to the RFP shall be in English language specified in the General Conditions of Contract.
- 1.9.2 Each page of the Bid Document shall be initialed by the Authorized Representative/ Signatory (as defined in Section Three).
- 1.9.3 The Technical Bid (Envelope A) submitted by the Bidders shall comprise of the following:
- Along with submitting the Bid, the Bidder shall pay to the SUDA a sum of Rs. 10,000/- (Rupees Ten Thousand Only) + 12% GST as the cost of the RFP process. The cost is to be paid in the form of a Demand Draft issued by one of the Nationalized/Scheduled Banks in India in favor of "Project Director, SUDA" drawn in a Scheduled Bank, payable at Bhubaneswar. RFPs of Bidders(s), who fail to furnish the above Bid process fee, shall be liable for rejection by SUDA as non-responsive.
 - Work Completion Certificates of listed jobs from Auditor/Client clearly stating that completed similar projects during the period for which experience is being claimed as per Technical Bid Evaluation Clause 2.4. If the Bidder is a foreign entity, such a Certificate has to be legalized by the Indian Embassy.
 - Detailed technical proposal including approach and methodology.
 - Qualifications and experience of key site management and technical personnel proposed for the Contract.
 - Statutory Auditor/ Chartered Accountant's Certificate/s establishing that the Bidder has achieved total turnover which is being claimed as per the Technical Bid Evaluation Clause 2.4.
 - Net Worth Certificate/s from Statutory Auditor/Chartered Accountant's justifying basis of calculation (refer Clause 1.5).
 - The RFP duly self-attested on all pages including Annexures, corrigendum/addendum/clarifications.
 - Covering letter as per Annexure-1
 - Letter of Commitment as per Annexure-2
 - Project Experience as per Annexure-7
 - Annual Turnover Certificate duly attested by Statutory Auditor/Chartered Accountant as per Annexure-8
 - All Annexures duly filled, signed, and stamped by authorized person.
- 1.9.4 **The Financial Bid (Envelope B)** submitted by the Bidders shall contain the schedule of rates and quantities duly filled. There Bidder should submit separate financial bid for Package I and Package II .

Please note that

- (a) The successful Bidder shall be for rendering service of conducting Geotechnical investigations and Drone survey for quantity estimation in Package I OR Package II, Odisha

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- (b) The prospective Bidder shall include all duties, taxes, other levies or any other charges payable by the Agency under the Contract or for any other cause in the quoted financial bid shall be after taking into consideration all the terms and conditions stated in the RFP, Bidders' own estimates of costs and revenues and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the project. Any GST or applicable tax if applicable on Processed fees shall be paid by SUDA separately as per actuals in addition to the agreed fees.
- (c) The prices, cost stated in the RFP shall be in Indian Currency [INR] only.

1.10 Submission of the Bid

The Bidders shall be advised to fill in the RFP documents by observing the following:

- i. Before filling in the RFP documents Bidders are requested to go through all terms and conditions to be fulfilled and the steps to be followed in preparation and submission of the proposal.
- ii. The Bidders are requested to sign and put the official seal of the company on the last page of every Annexure.
- iii. The Bid must be submitted in the RFP form / Annexures of this RFP and shall be free from errors. Any Bid containing corrections or alterations shall be rejected.
- iv. The Financial Bid must be typed. Rate presented on any other sheet of the paper, covering letter etc. shall not be considered. All the columns must be filled in carefully.
- v. The Bidders are informed that they shall strike off or write 'NIL' on each blank sheet of items, which are not applicable for them
- vi. The Bidders are requested to fill the RFP carefully after noting the items and specifications, quantity mentioned for each article in the schedule. They are informed that no variation in rates shall be allowed on any ground such as clerical mistake or misunderstanding etc. after proposal has been submitted.
- vii. Signing of the Bid:
 - a) If the Bid is made by an individual, it shall be signed by him with his full name and current address.
 - b) If the Bid is made by a proprietary firm it shall be signed by the proprietor with his name and the name of his firm with its current address.
 - c) If the Bid is made by firm in partnership, it shall be signed by all the partners of the firm with their full names and current address or by a partner holding the Power of Attorney for the firm for signing the RFP. In this case, a certified copy of the Power of Attorney shall be submitted. A certified copy of the partnership deed shall also be submitted.
 - d) If the Bid is made by a limited company or a limited corporation, it shall be signed by a duly authorized person holding the Power of Attorney for signing the RFP in which case a certified copy of the Power of Attorney shall be submitted.
 - e) If the Bid is made by a co-operative society or any charitable institute or any other sanstha, it shall be signed by a duly authorized person and copy of resolution and the Registration certificate shall be submitted.
 - f) If the person signing the proposal is other than the individual or the Proprietor, then proposal shall be submitted with a certificate copy of Power of Attorney authorizing the signatory.
- viii. Each Bidder shall submit only one bid. The bid is not transferable. The RFP is to be read carefully for following the directions, terms and conditions of the contract and sign the form of RFP, annexures, specifications and bill of quantities and rates etc. after making appropriate entries wherever necessary. All entries shall be in clear writing or typed and legible. Any corrections made in the bids must be attested by

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the authorized signatory. Bids containing erasures or alterations unattested or written in illegible form are liable to be rejected.

- ix. All Bids shall be submitted by hand/speed post/courier only within the stipulated due date & time mentioned in the RFP/addendum/corrigendum issued by SUDA. Any postal delay in delivery of the bid will not be entertained. The bids must be the entire proposal document, completely filled in and initialed by authorized signatory prior to time & date mentioned in the RFP. The bids received after the stipulated time and date shall not be considered. Bid submissions via Telegraph / FAX/ e-Mail shall not be accepted under any circumstances. If due to any reason the bid submission date is declared as a holiday by the Government, the Bidders can submit the bid on the immediate next working day on or before 12.00 Noon. In such case opening of Technical Bid shall be done after one hour of the submission of the bid.
- x. Every Envelope shall be addressed to:
Project Director, SUDA
Govt. Of Odisha (H & U.D. Dept.)
Plot No-172, Vivekananda Marg
Bhubaneswar-751014
- xi. Every Envelop shall be super scribed with name of the project and the Bidder/Lead member .. Envelops should be sealed properly. Any open envelop can lead to rejection/disqualification of the Bid.
- xii. For any query/clarification, please contact or mail:
Project Director, SUDA
Govt. Of Odisha (H & U.D. Dept.)
Plot No-172, Vivekananda Marg
Bhubaneswar-751014
e-mail ID: odishalegacywaste@gmail.com

1.11 Interpretation of RFP Document

- (a) The Bidders shall examine the RFP document and acquaint themselves with all conditions and matters affecting the cost of the supply. If any Bidder finds discrepancies or omissions in the document or if any doubt about their meaning, he shall immediately address a query to the Project Director, SUDA, and send the same to the e-mail ID: odishalegacywaste@gmail.com before 1.00 P.M of 10.08.2022.
- (b) There will be no physical pre-bid meeting. Bidders are requested to send their queries if any electronically to the email id. : odishalegacywaste@gmail.com before 1.00 P.M of 10.08.2022 failing which no query shall be entertained by SUDA.
- (c) Any resulting interpretation of the RFP document shall be published on SUDA website <http://www.sudaodisha.org> for prospective Bidders as an addendum/corrigendum/clarification. Bidders are requested to check the website regularly for update. Oral clarification obtained from any source shall not be binding on SUDA.
- (d) No Bidder shall amend the text of any document except as may be necessary to comply with any addendum.

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1.12 Responsibility for submitting the Bid

- (a) The responsibility to produce original and authenticated documents in respect of documents submitted rests with the Bidder. Any contract entered under such conditions shall be liable to be terminated at any time during its currency and in addition for further penal action like criminal prosecution, blacklisting against the said Bidders and / or the partners.
- (b) If the certificates issued by any state authority are in a language other than English, Hindi or any other language, then translated copy in one of the languages mentioned above, duly certified by the official translator, shall have to be submitted, along with a copy of the original certificate.
- (c) The Bidders shall familiarize themselves with the site conditions, and also carry out necessary site visits, surveys, studies / testing, analysis of the existing SW with due diligence at their own cost prior to the RFP. Bidders shall be allowed to take bores at site to ascertain density at different levels and to carry out analysis of strata. All the data/information/maps provided in the RFP are indicative only. The Agency shall not bring any dispute regarding any data provided in the RFP, variation in quantity and characteristics of SW as he is expected to do his own studies.
- (d) Documentary evidence (Work order, work completion certificates, and CVs of the candidates) shall be provided for technical evaluation and all documents & technical proposal submitted shall be part of contract.
- (e) All the cost submitted in technical proposal shall be reflected in the financial proposal. If any discrepancy is observed in the financial proposal with rate analysis and is not justified satisfactorily by the Bidder, the RFP shall be rejected.

1.13 Amendment to RFP documents

- (a) Before the proposal submission due date, SUDA may modify any RFP condition included in the RFP document and issue addendum / corrigendum / clarification or revised RFP by publishing on the official website of SUDA <http://www.sudaodisha.org>.
- (b) Such addendum/corrigendum/clarification so issued shall form part of the RFP documents. All Bidders shall initial such addendum / corrigendum / clarification and submit in Envelope 'A'.
- (c) With a view to give sufficient time to the Prospective Bidders to consider any such addendum / corrigendum / clarification, SUDA may, if considered necessary, extend the due date of submission of the proposal and accordingly re-schedule further activities.

1.14 Validity of Terms of the RFP

Each bid shall indicate that it is a firm and irrevocable offer and shall remain valid and open for a period of not less than 180 days from the last date for submission of the RFP. Non-adherence to this requirement may be a ground for declaring the RFP as non-responsive. However, SUDA may solicit the Shortlisted Bidder's consent for extension of the period of validity. Such a request may strictly be made in writing and it would be solely at the Discretion of the Bidders to accept such extensions.

1.15 Enquiries and Clarifications

Enquiries/clarifications, if any, should be addressed Project Director, State Urban Development Agency (SUDA) and sent in email ID : odishalegacywaste@gmail.com by the stipulated date and time.

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SUDA shall aggregate all such enquiries/ clarifications, without specifying the source of enquiries/clarifications, and shall prepare responses. Responses of enquiries/clarifications along with any corrigendum, if any shall be uploaded on the official website of SUDA <http://www.sudaodisha.org>.

1.16 Corrupt Fraudulent Practices

The Bidders shall observe highest standard of ethics during the bidding process and execution of the project.

- a) “Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- b) “Fraudulent practice” means a misrepresentation of facts in order to influence the selection process or execution of a contract which is detrimental to the SUDA and includes collusive practice among the Bidders during selection process, designed to establish prices at artificial, non-competitive levels and to deprive the SUDA of the benefits of free and open competition.
- c) The SUDA shall reject a proposal for award if it determines that the Bidders recommended forward has engaged in corrupt or fraudulent practices in competing for the contract in question.

(B) Opening and Evaluation of the Bids

2.1 Bid Opening

- a) The Bids shall be opened by the Committee at the specified time in the presence of the attending Bidders.
- b) To assist in the scrutiny, evaluation, and comparison of proposals, SUDA may, at their discretion, request clarifications on the bids submitted from the Bidders.
- c) Notwithstanding any Terms and Conditions stipulated in the RFP documents, SUDA reserves the right to accept or reject in part or whole any, or all the bids received at any time prior to the award of the Contract, without thereby incurring any liability to the affected Bidder or Bidders’ or any obligation to inform the affected Bidders or Bidders of the grounds for the SUDA’s action.

2.2 Correction of Errors

- a) The bids determined to be substantially responsive shall be checked by SUDA for any arithmetic errors. and wherever there is a discrepancy between the amounts quoted in figures and in words, the amount presented in words shall be considered.
- b) The amount stated in the bid shall be adjusted by SUDA in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidders, shall be considered as binding upon the Bidders. If the Bidder does not accept the corrected amount, the bid shall be rejected, and the Bid Security may be forfeited.

2.3 Evaluation of the Bids

The evaluation of the bid shall be carried out by the Committee as detailed below.

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a) Stage 1: Technical documents will be initially scrutinized based on the Minimum Eligibility Criteria. Consulting firm not fulfilling any of the eligibility criteria shall be rejected.

b) Stage 2: The consulting firms who will fulfill minimum eligibility criteria and will be further evaluated based on documents submitted by the consultant as per the following marking criteria.

Bidders scoring minimum 70 Marks out of 100 Marks in Technical Evaluation based on the above-mentioned marking system shall be declared as technically qualified

2.4 Technical Bid Evaluation

There will be single technical bid for both the packages. The technical and financial eligibility of the Bidders shall be evaluated as follows:

Sl. No.	Description of Parameters	Marks to be awarded	Maximum Marks
1.	No of years in existence		10
	5 year	5	
	For each additional year- 1 mark	5	
2	If the Bidder's Average Turnover in the last three Audited Financial years (INR) is (FY: 2018-19, 2019-20 & 2020-21)		30
	a. 50 Lakhs	10	
	b. For every additional Rs 25 lakh- 5 Mark	20	
3	Technical Experience		40
	Bidder has successfully completed	15	
	1. The Bidder must have completed 2 similar projects of Geotechnical investigation with contract value of Rs 5.0 lakhs and above in last 5 years-10 Marks. For additional 1 project – 5 Marks. Maximum 15 Marks	15	
	Additional Mark for Projects in Drone/ Geotechnical Investigation of legacy waste -5 marks for each project – Maximum 10 mark	10	
4.	Approach & Methodology – 20 Marks a) Understanding of the Project Objectives – 05 Marks b) Quality of Technical Presentation – 05 Marks c) Senior supervision committed to ascertain the quality of delivery-10 Marks		
	Total Marks (Sl. No. 1 to 4)		100

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The Bidders who score a minimum of 70 and above shall be deemed qualified for financial bid opening. The Project Manager shall deliver the power point presentation before the Tender Evaluation Committee on schedule date and time notified by SUDA.

2.5 Financial Bid Evaluation

After the completion of technical evaluation, SUDA will notify successful Bidders who have secured the minimum qualifying mark (i.e.,70 marks out of 100 in technical evaluation), indicating the date and time for opening the Financial Bids.

There will be two separate financial bids for Package-I and Package-II. Financial bid of Package-I shall be opened first.

Financial Bid of the selected Bidder of Package-I shall not be opened for package-II.

Financial proposals of qualified Bidders will be opened in the presence of the Bidder's representatives who choose to attend.

(C) Method of Selection

- a) The selection shall be based on two-stage tendering process i.e., Technical qualification followed by evaluation of financial proposals, on a “Quality cum Cost Based Selection (QCBS)” with Technical component and Financial component in the ratio specified in the ratio of 70:30
- b) The Bidder who scores (Technical) min 70 marks out of 100 marks as stated above shall be qualified and included in the short list for opening and evaluation of their financial Bids.

FORMULA FOR DETERMINING THE TECHNICAL SCORES:

St [Score (Technical) by a Bidder] = $100 \times T / T\text{-High}$,

[T is the technical score as per the proposal under consideration submitted by the Bidder; and

T-High is the highest technical score among all responsive bids]

$St = 100 \times T / T_{high}$, T is the technical score as per the proposal under consideration submitted by the consulting firm and T_{high} is the highest technical score among all responsive bids.

- c) After the completion of technical evaluation, SUDA shall notify successful Bidders who have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Bids.
- d) The Financial Bids shall be opened on the date, time and place to be specified in presence of the Bidder's representative who choose to attend. The name of the Bidder, the Technical scores, and the proposed prices in Financial Bid shall be read aloud and recorded when the Financial Bids are opened.

In order to allow comparison of Financial Bid on a common basis, each Financial Bid will be scrutinized, and total price shall be determined. The score for each Financial Bid is inversely proportional to its total price. The lowest Financial proposal (F_m) will be given a financial score (S_f) of 100 points. The financial score (S_f) of other Financial proposal will be computed as under.

FORMULA FOR DETERMINING THE FINANCIAL SCORES:

Sf [Score (Financial) by a Bidder] = $100 \times F_m / F$,

[F_m is the lowest price amongst all the responsive Bids and

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F is the price quoted by the Bidder under consideration]

e) The weightage given to the Technical and Financial Proposals is : Technical = 70, and Financial = 30

f) COMBINED AND FINAL EVALUATION:

For this QCBS (Quality & Cost Based Selection) evaluation, the lowest evaluated Proposals will be ranked according to their combined Technical (St) and Financial (Sf) scores using the weightage as under

$$S = St \times 70\% + Sf \times 30\%$$

The Bidder achieving the highest combined technical and financial score will be ranked as first i.e., H-1

If there is a tie between two or more Bidders, in such case the Bidder having highest technical score among them shall be selected.

1. The next ranked Bidder shall be kept in reserve and may be invited for negotiations in case the H-1 Bidder withdraws / fails to comply with the requirements specified in the RFP.

2. This evaluation procedure reflects importance attached to quality and competence. Please note that the Client is not bound in any manner to select any of the Bidders submitting proposals or to select the Bidder offering the lower price.

(D) Notification of Award and Signing of Agreement

The Bidder whose bid has been accepted shall be notified of the award by SUDA prior to expiration of the RFP validity period by issuing LOI. This LOI (hereinafter and in the Conditions of Contract called the “Letter of Intent”) shall state the same that the SUDA shall pay in consideration of rendering the service by the Bidders as prescribed by the Contract (hereinafter and in the Contract called the “Contract Price”).

- g) The LOI shall constitute the formation of the Contract, subject to the Bidders acceptance to the LOI within 7 working days from the date of the LOI issuance and furnishing the Performance Security as per the format mentioned in Annexure - 7 within 30 working days from the date of the LOI and signing the Contract Agreement as per Annexure-11 within 30 working days from the date of the LOI.
- h) The Bidders shall have to enter into an agreement with SUDA as per Annexure-11 within 30 (thirty) working days from the date of LOI.
- i) Upon the furnishing acceptance of the LOI by the successful Bidders, the SUDA shall promptly notify the other Bidders that their Bids have been unsuccessful and may return their respective bid security except the bid security of the successful Bidder.

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SECTION - III

CONDITIONS OF THE CONTRACT

3.1 Conditions Precedent

1. Conditions Precedent of ULBs:

- (a) The respective ULBs shall provide all the necessary data points regarding the dumpsite like location, age of the landfill etc.

1. Conditions Precedent of the Successful Bidder/Agency:

- a. Successful Bidder shall give written Acceptance on LOI issued by SUDA within 7 working days from the date of LOI.
- b. Successful Bidder shall submit Performance Guarantee and sign the Contract Agreement within 15 days from the date of LOI.
- c. Within 60 days from the date of LOI, Successful Bidder shall undertake a detailed survey to quantify the existing legacy waste, physio-chemical characteristics of the legacy waste as well as to fix the baseline environmental conditions (water, soil, air etc.) at the dump site. Based on the survey data, the successful Bidder should submit an investigation report to SUDA for approval.
- d. The Agency shall within 15 (thirty) days from the date of signing of the Agreement satisfy the following conditions precedent:
 - i. The Agency shall submit clear timelines for each activity from the geotechnical investigation and drone survey to the sampling and analysis.

3.2 Scope of Work

SUDA wants to select an agency for conducting the investigation studies to find out the volume of the waste accumulated in the legacy waste dumpsites and document the baseline environmental conditions before the remediation process. The agency must conduct a drone survey to find out the exact quantum of waste accumulated in the project site. Most of the dumpsites in Odisha are located above an abandoned mining facility and to determine the exact quantity of waste below ground level requires a geotechnical survey. The selected agency also needs to conduct characterization study of the waste fraction, sampling of soil/waste/surface water/groundwater and analysis by standard methods of APHA or USEPA in NABL or MoEFCC accredited laboratories

- a. Drone survey to be conducted to determine the area and height of the legacy waste dumpsite above the ground level. The difference between drone-based volumetric analysis and the actual volume should be less than 2% [two percentage] and the Bidder should submit relevant certificate to prove their accuracy claim.
(The approximate area of the legacy waste dumpsites are: Cuttack-27 acres, Berhampur:- 20.31 acres, Puri- 5 acres, Sambalpur-15.78 acres, Bhadrak-19.54 acres, Balasore-5 acres)
- b. A geotechnical study should be carried out to find the depth of the legacy waste dumpsite below the ground level.

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- c. The exact volume of the legacy waste dumpsite ($c=a +b$) should be arrived from the drone survey(a) and the geotechnical study(b).
- d. An initial baseline study of surface and subsurface soils and waters and leachate present, to check for heavy metals and toxics if any. The air sampling also be conducted as the part of the baseline study, samples should be drawn by an NABL or MOEF certified lab. The leachate and water samples should be collected during the project duration as per the Reference Document on “Identification, Inspection and Assessment of Contaminated Sites” issued by the Central Pollution Control Board.
- e. The rainfall data, soil type, surface hydrology, topography of the dumpsite area, wind direction should also be studied.
- f. The composition of legacy waste should be done using Quartering and Coning Sampling Procedure mentioned in Municipal Solid Waste Management Manual, 2016 prescribed by the Central Public Health and Environmental Engineering Organisation, Ministry of Housing and Urban Affairs, Govt. of India.
- g. Physical Characteristics of Municipal Waste such as density of waste, moisture content should be found out as per Municipal Solid Waste Management Manual, 2016 prescribed by the Central Public Health and Environmental Engineering Organisation, Ministry of Housing and Urban Affairs, Govt. of India.
- h. The chemical characteristics of the legacy waste dumpsite shall be performed in a laboratory accredited by the NABL or MoEFCC and include all characteristics prescribed in Municipal Solid Waste Management Manual, 2016 of the Central Public Health and Environmental Engineering Organisation, Ministry of Housing and Urban Affairs, Govt. of India.
(Guidelines for Disposal of Legacy Waste and Reference Document on Identification, Inspection and Assessment of Contaminated Sites issued by CPCB may also be followed for e, f, g and h above.)

3.3 Performance Security

- a) Within 30 (thirty) working days after receipt of the Letter of Intent (LOI), the successful Shortlisted Bidder shall submit a Performance Security to the SUDA. The Performance Security (Security Deposit) shall be 3 (Three) % of the approved project cost and the same shall be in the form of Bank Guarantee from a Nationalized/Scheduled Bank in favor of the [Project Director, SUDA] payable at Bhubaneswar and counter guaranteed from local bank as per the format mentioned in Annexure-7.
- b) Failure of the successful Bidder to comply with the above-mentioned requirement shall constitute sufficient grounds for cancellation of the LOI and forfeiture of the Bid Security/EMD.

3.4 Contract Period

The Contract period shall be 60 [sixty] days from the date of issue of Work Order to the date of approval of investigation report.

3.5 Project Site

- (a) The ULBs concerned shall handover the dumpsite to the selected agency for executing their investigation processes as per the approved Work Plan.

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3.6 Obligations of SUDA

- (a) SUDA shall approve the Work Plan submitted by the Agency within a period of 14 (fourteen) days from the date of submission.

- (b) The competent technical committee appointed by SUDA shall review a comprehensive final completion report of the project prepared by Bidder, after the project reaches a stage of substantial completion during the period of the contract. These reports shall be submitted immediately after the completion of the work by the Bidder and before taking over by SUDA. The report shall incorporate summary of the method of operation, the operation supervision performed, problems encountered, and solutions undertaken thereon. The Technical Committee shall summarize and consolidate project completion in a single report by incorporating all the key information of the entire operation.

3.7 Terms of Payment

1st payment: After submitting the report containing volume of the legacy waste in the dumpsite with the help of geotechnical investigation and drone survey- 33%

2nd payment: After submitting the report consists of waste characterization study, sampling of soil/waste/surface water/groundwater and analysis by standard methods of APHA or USEPA tested in NABL or MoEFCC accredited laboratories- 33%

3rd payment: After submitting the complete investigation report – 33%

3.8 Sub-contracting

- i. The Agency may sub-contract any portion of work, up to a limit specified in Clause 1.12.3 (v), with the approval of the Officer-in-Charge but may not assign the contract without the approval of the employer in writing. Sub-contracting does not alter the Agency's obligations.

- ii. The agency shall not be required to obtain any consent from the employer for:
 - a) the Sub-contracting of any part of the works for which the sub-contractor is named in the contract.
 - b) the provision of labor; and
 - c) the purchase of materials which are in accordance with the standards specified in the contract.
 - d) Beyond this if the agency proposes sub-contracting any part of the work during execution of survey, because of some unforeseen circumstances to enable him to complete the work as per terms of the contract, the Employer will consider the following before according approval:
 - The agency shall not sub-contract the whole of the works.
 - The agency shall not sub-contract any part of the work without prior consent of the Employer. Any such consent shall not relieve at the agency from any liability or obligations under the contract and he shall be responsible for the acts, defaults and neglects of any sub-contractor, his agents, or workmen as fully as if they were the acts, defaults or neglects of the agency, his agents, or workmen.
 - The Employer should satisfy whether (a) the circumstances warrant such sub-contracting; and (b) the sub-contractors so proposed for the work possess the experience, qualification,

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and equipment necessary for the job proposed to be entrusted to them in proportion to the quantum of work to be sub-contracted.

- If payments are proposed to be made directly to that sub-contractor, this should be subject to specific authorization by the agency so that this arrangement does not alter the agency's liability or obligations under the contract.

Note: All Bidders are expected to indicate clearly in the bid, if they proposed sub-contracting elements of the works amounting to more than 20 percent of the Bid Price. For each such proposal the qualification and the experience of the identified sub-contractor in the relevant field should be furnished along with the bid to enable the employer to satisfy himself about their qualifications before agreeing for such sub-contracting and include it in the contract.

In view of the above, normally no additional sub-contracting should arise during execution of the contract.

3.9 Termination

- a) Termination on expiry of the CONTRACT: The Agreement shall be deemed to have been automatically terminated on the expiry of the Contract period unless the SUDA has exercised its option to extend the Contract in accordance with the provisions, if any, of the Contract.
- b) Termination on account of Force Majeure: Either party shall have the right to terminate the Contract on account of Force Majeure, as set forth in Section Three.
- c) Termination on account of insolvency: In the event the Successful Bidder at any time during the term of the Contract becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the SUDA shall, by a notice in writing have the right to terminate the Contract and all the Successful Shortlisted Bidder's rights and privileges hereunder, shall stand terminated forthwith.
- d) Termination on breach of contract: A breach by the Successful Bidders of its obligations hereunder and such breach not being rectified by the Successful Bidders within 30 working days of receipt of the SUDA's notice intimating such breach. Upon termination, the Successful Bidders shall surrender all the data, material and assets belonging to the SUDA.
- e) Termination for delay: Successful Bidders shall be required to perform all activities/services as per this conditions and specifications. If the Successful Bidders fails to do so, the SUDA shall give a written notice to fulfill the applied conditions and specifications within the next 30 working days, failing which the Contract is liable for termination.
- f) Consequences of termination: In all cases of termination herein set forth, the obligation of the SUDA to pay shall be limited to the period up to the date of effective termination. Notwithstanding the termination of the Agreement, the parties shall continue to be bound by the provisions of the Agreement that reasonably require some action or for bearance after such termination.

3.10 Miscellaneous

- (a) SUDA may delegate any of his duties and responsibilities to other people after notifying the Agency and may cancel any delegation after notifying the Agency.
- (b) Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

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- (c) The Agency shall cooperate and share the Site with other Agency's, public authorities, utilities, and SUDA as and when required.
- (d) The Agency shall employ the technical personnel (of number and qualifications) as may be stipulated by Govt. of Odisha from time to time during the execution of the work. The technical staff so employed shall be available at site as may be stipulated in the approved Work Plan.
- (e) If the SUDA asks the Agency to remove a person who is a member of the Agency's staff or his work force stating the reasons, the Agency shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.
- (f) SUDA is responsible for the excepted risks which are:
 - (a) Rebellion, riot commotion or disorder unless solely restricted to employees of the Agency or his Sub-Agency's arising from the conduct of the Works; or
 - (b) A cause due solely to the design of the Works, other than the Agency's design; or
 - (c) Any operation of the forces of nature (in so far as it occurs on the Site) which an experienced Agency:
 - (i) Could not have reasonably foreseen; or
 - (ii) Could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following measures.
 - (A) Prevent loss or damage to physical property from occurring by taking appropriate measures or
 - (B) Insure against such loss or damage
- (g) All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Agency. The Agency or its sub-contractor shall indemnify SUDA any eventuality or mishappening that may arise due to any reason during the course of execution of the contract.
- (h) The Agency, in preparing the tender, may refer to the investigation reports as annexed in the Annexure, supplemented by any information available to the Tenderer on its own. However, the Tenderers are requested to investigate at their end for the completeness and correctness of the information. The SUDA shall not be responsible for any lack on information for filling/execution of the Tender.
- (i) **Safety:** The Agency shall be responsible for the safety of all activities on the Site.
- (j) **Access to the Site:** The Agency shall allow the Employer and any person authorized by the Employer access to the Site, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured / fabricated / assembled for the works.
- (k) The Agency shall carry out all instructions of the Employer which comply with the applicable laws where the Site is located.

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SECTION IV

Annexure – 1 Covering Letter Format

(The covering letter is to be submitted by the Shortlisted Company, along with the Envelope A of the RFP)

Date:

Place:

To,

The Project Director, SUDA

Govt. Of Odisha (H & U.D. Dept.)

Plot No-172, Vivekananda Marg

Bhubaneswar-751014

Subject: Request for proposal for selection of agencies for conducting Geotechnical investigations and Drone survey for quantity estimation in Legacy Waste Dumpsites in Package I Cuttack Municipal Corporation, Berhampur Municipal Corporation and Puri Municipality) and Package II (Sambalpur Municipal Corporation, Bhadrak Municipality and Balasore Municipality), Odisha

Respected Sir,

We hereby confirm the following:

1. The RFP is being submitted by (*name of the Company*) who is the Bidding Company in accordance with the conditions stipulated in the RFP Document.
2. We have examined in detail and have understood the terms and conditions stipulated in the RFP Document issued by SUDA and in any subsequent communication sent by SUDA. We agree and undertake to abide by all these terms and conditions. Our RFP is consistent with all the requirements of submission as stated in the RFP Document or in any of the subsequent communications from SUDA.
3. The information submitted in our RFP is complete, is strictly as per the requirements as stipulated in the RFP Document, and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our RFP.
4. We confirm that our Commercial RFP does not contain conditions.
5. The Company satisfies the legal requirements and meets all the eligibility criteria laid down in the RFP Document.
6. A Power of Attorney from the Company/ authorizing the undersigned as the Authorized Representative, Signatory and Contact Person who is authorized to perform all tasks including, but not limited to providing information, responding to enquiries, entering contractual commitments on behalf of the Bidders, etc., in respect of the Project is included as a part of the Proposal.

For and on behalf of:

Signature:

(Authorized Representative and Signatory)

Name of the Person& Designation

Encl. Power of Attorney

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Annexure – 2 Letter of Commitment Format

(The Letter of Commitment is to be submitted by the Key Person(s) of the Company)

Date:

Place:

To,

The Project Director, SUDA

Govt. Of Odisha (H & U.D. Dept.)

Plot No-172, Vivekananda Marg

Bhubaneswar-751014

Dear Sir,

Subject: Request for proposal for selection of agencies for conducting Geotechnical investigations and Drone survey for quantity estimation in Legacy Waste Dumpsites in Package I (Cuttack Municipal Corporation, Berhampur Municipal Corporation and Puri Municipality) and Package II (Sambalpur Municipal Corporation, Bhadrak Municipality and Balasore Municipality)), Odisha This has reference to the RFP being submitted by _____, in respect of the RFP issued by the SUDA dated.....

Please in response to the RFP issued by the SUDA dated.....

We hereby confirm the following:

1. We _____ (*name of the Key Person*), have examined in detail and have understood and satisfied ourselves regarding the contents mainly in respect of the following:
 - The RFP Document issued by SUDA.
 - All subsequent communications between SUDA and the Bidders, represented by _____ (*name of the Company*).
 - The RFP being submitted by _____ (*name of the Company*).
2. We have satisfied ourselves regarding our role as _____ (*here give a brief description of the role*) in the Project as specified in the RFP Document. If _____ (*name of the Company*) is awarded the Project, we shall perform our role as outlined in the RFP Document the best of our abilities.
3. We therefore request SUDA to consider our strengths, our experience, and our track record as specified in the RFP Document pursuant to the conditions specified in the RFP Document, for the purposes of evaluation of the Minimum Eligibility Criteria.

For and Behalf of the Company

Signature of the Authorized Signatory

Name:

Designation:

RFP for selection of agencies for conducting Geotechnical investigations and Drone survey for quantity estimation of Legacy Waste Dumpsites in Package I Cuttack Municipal Corporation, Berhampur Municipal Corporation and Puri Municipality) and Package II (Sambalpur Municipal Corporation, Bhadrak Municipality and Balasore Municipality), Odisha

Annexure – 3 Description of the Bidder

1.
 - a) Name:
 - b) Country of incorporation:
 - c) Address of the corporate headquarters and its branch office(s) if any, in India:
 - d) Date of incorporation and/ or commencement of business:
 - e) Total number of years of experience
 - f) GSTIN Registration Certificate (attached page No)
 - g) PAN Number
2. Company Registration Certificate (attached page No) Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project:
3. Details of individual(s) of the Bidder who shall serve as the point of contact/ communication for the Authority/ SUDA:
 - a) Name:
 - b) Designation:
 - c) Company:
 - d) Address:
 - e) Telephone Number- Landline: Mobile:
 - f) E-Mail Address:
 - g) Fax Number:
4. Particulars of the Authorized Signatory of the Bidder:
 - a) Name:
 - b) Designation:
 - c) Address:
 - d) Phone Number- Landline: Mobile:
 - e) Fax Number:

RFP for selection of agencies for conducting Geotechnical investigations and Drone survey for quantity estimation of Legacy Waste Dumpsites in Package I Cuttack Municipal Corporation, Berhampur Municipal Corporation and Puri Municipality) and Package II (Sambalpur Municipal Corporation, Bhadrak Municipality and Balasore Municipality), Odisha

Annexure – 4 Format of Power of Attorney for Signing of Bid

(On stamp paper of appropriate value)

POWER OF ATTORNEY FOR SIGNING OF BID

Know all men by these presents, We _____ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr. / Ms (Name), son/daughter/wife of _____ and presently residing at

_____, who is [presently employed with us and holding the position of _____], as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for “selection of agencies for conducting Geotechnical investigations and Drone survey for quantity estimation of Legacy waste dumpsites in Package I (Cuttack Municipal Corporation, Berhampur Municipal Corporation and Puri Municipality) and Package II (Sambalpur Municipal Corporation, Bhadrak Municipality and Balasore Municipality), Odisha” including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Bidders' and other conferences and providing information / responses to the SUDA, representing us in all matters before the SUDA, signing and execution of all contracts including the Management Contract and undertakings consequent to acceptance of our bid, and generally dealing with the SUDA in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the Management Contract with the SUDA.

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

IN WITNESS WHEREOF WE, _____, THE ABOVE - NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____, 202*.

For _____

(Signature)

(Name, Title and Address)

RFP for selection of agencies for conducting Geotechnical investigations and Drone survey for quantity estimation of Legacy Waste Dumpsites in Package I Cuttack Municipal Corporation, Berhampur Municipal Corporation and Puri Municipality) and Package II (Sambalpur Municipal Corporation, Bhadrak Municipality and Balasore Municipality), Odisha

Witnesses:

1.

2. Accepted

[Notarized]

(Signature)

(Name, Title and Address of the Attorney)

Notes:

- i. *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 executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- ii. *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder*

RFP for selection of agencies for conducting Geotechnical investigations and Drone survey for quantity estimation of Legacy Waste Dumpsites in Package I Cuttack Municipal Corporation, Berhampur Municipal Corporation and Puri Municipality) and Package II (Sambalpur Municipal Corporation, Bhadrak Municipality and Balasore Municipality), Odisha

Annexure – 5: Format for Anti-Collusion Certificate

We hereby certify and confirm that in the preparation and submission of our Bid for the project, we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti- competitive.

We further confirm that we have not offered nor shall offer any illegal gratification in cash or kind to any person or agency in connection with the instant Bid.

Dated this Day of, 202*.

.....

(Name of the Bidder)

.....

(Signature of the Authorized Person)

.....

(Name of the Authorized Person)

Note:

- a. *On the Letterhead of the Bidder*

RFP for selection of agencies for conducting Geotechnical investigations and Drone survey for quantity estimation of Legacy Waste Dumpsites in Package I Cuttack Municipal Corporation, Berhampur Municipal Corporation and Puri Municipality) and Package II (Sambalpur Municipal Corporation, Bhadrak Municipality and Balasore Municipality), Odisha

Annexure – 6: Bank Guarantee in Lieu of Performance Security for Work

THIS INDENTURE made this day of20....

BETWEEN

THE.....BANK incorporated under the English/Indian Companies Act and carrying on business in Bhubaneswar (hereinafter referred to as 'the bank' which expression shall be deemed to include its successors and assigns) of the first part

Inhabitants carrying on business at.....in Bhubaneswar under the style and name of Messrs.

..... (hereinafter referred to as 'the Bidders') of the second part Shri.....

THE [Project Director, SUDA] of the third part and SUDA office (hereinafter referred to as 'the SUDA) of the forth part WHEREAS the Bidders have submitted to the [Project Director, SUDA] tender for the execution of the work ofand the terms of such tender/contract require that the Bidders shall deposit with the [Project Director, SUDA] as Performance Security Deposit a sum of Rs..... (Rupees.....)

AND WHEREAS if and when any such tender is accepted by the [Project Director, SUDA], the contract to be entered into in furtherance thereof by the Bidders shall provide that such deposit shall remain with and be appropriated by the [Project Director, SUDA] towards the Performance Security Deposit to be taken under the contract and be redeemable by the Bidders, if they shall duly and faithfully carry out the terms and provisions of such contract and shall duly satisfy all claims properly chargeable against them thereunder

AND WHEREAS the Bidders are constituents of the Bank and in order to facilitate the keeping of the accounts of the Bidders, the Bank with the consent and concurrence of the Bidders has requested the [Project Director, SUDA] to accept the undertaking of the Bank hereinafter contained in place of the Bidders depositing with the [Project Director, SUDA] the said sum as Performance Security Deposit as aforesaid AND

WHEREAS accordingly the [Project Director, SUDA] has agreed to accept such undertaking. NOW THIS AGREEMENT WITNESSES that in consideration of the premises, the Bank at the request of the Bidders (hereby testified) UNDERTAKES WITH the [Project Director, SUDA] to pay to the [Project Director, SUDA] upon demand in writing, whenever required by him, from time to time, so to do, a sum not exceeding in the whole Rs.....(Rupees.....) under the terms of the said tender and/or the contract. The B.G. is valid upto "Notwithstanding anything what has been stated above, our liability under the above guarantee is restricted to Rs..... only and guarantee shall remain in force upto unless the demand or claim under this guarantee is made on us in writing on or before all your right under the above guarantee shall be forfeited and we shall be released from all liabilities under the guarantee thereafter."

IN WITNESS WHEREOF
WITNESS (1)
Name and
.....

RFP for selection of agencies for conducting Geotechnical investigations and Drone survey for quantity estimation of Legacy Waste Dumpsites in Package I Cuttack Municipal Corporation, Berhampur Municipal Corporation and Puri Municipality) and Package II (Sambalpur Municipal Corporation, Bhadrak Municipality and Balasore Municipality), Odisha

.....

Address

.....

.....

.....

.....

WITNESS (2)

Name and the duly constituted Attorney

Manager

Address

.....

.....

The Bank and the said Messers

..... (Name of the Bank)

WITNESS (1) Name

And

Address

.....

WITNESS (2) for Messers

Name and (Name of the Bidder)

Address

.....

RFP for selection of agencies for conducting Geotechnical investigations and Drone survey for quantity estimation of Legacy Waste Dumpsites in Package I Cuttack Municipal Corporation, Berhampur Municipal Corporation and Puri Municipality) and Package II (Sambalpur Municipal Corporation, Bhadrak Municipality and Balasore Municipality), Odisha

Annexure 7- : Project Experience

(List of completed assignments* during last 5 years)

*

A. List of completed similar projects of Geotechnical investigation with contract value of Rs 5.0 lakh [Rupees five lakh only] or above for each Project in last 5 years

Sl. No.	Period	Name of the assignment with details thereof	Name of the client	*Contract value (in INR) and duration in months	Date of award / commencement of assignment	Date of completion of assignment	Supporting doc- copy of work order/ contract at page no
1							
2							
3							
4							
5							

B. List of completed similar projects of Drone Survey with contract value of Rs 5.0 lakh [Rupees five lakh only] or above for each Project in last 5 years

Sl. No.	Period	Name of the assignment with details thereof	Name of the client	*Contract value (in INR) and duration in months	Date of award / commencement of assignment	Date of completion of assignment	Supporting doc- copy of work order/ contract at page no
1							
2							
3							
4							
5							

Authorized Signatory [In full and initials]: _____

Name and Designation with Date and Seal: _____

RFP for selection of agencies for conducting Geotechnical investigations and Drone survey for quantity estimation of Legacy Waste Dumpsites in Package I Cuttack Municipal Corporation, Berhampur Municipal Corporation and Puri Municipality) and Package II (Sambalpur Municipal Corporation, Bhadrak Municipality and Balasore Municipality), Odisha

Note: Bidders are requested to furnish the list of similar undertaken during the last 5 Financial Years in 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.

Annexure – 8: Annual Turnover Certificate

Bidder Name:

S. No.	Financial Year	Annual Turnover (INR) in Crores
1.	2018-19	
2.	2019-20	
3.	2020-21	
Average		

Net Worth	INR in Crores
As on Dt. 31.03.2021	

Name of the auditor issuing the certificate:

Name of the auditor's Firm:

Seal of auditor's Firm:

Date:

(Signature, Name and Designation of the Authorized Signatory for the Auditor's Firm)

Note:

- Bidder need to submit copy of the audited financial statements for the above mentioned three financial years.
- Turnover certificate should be issued by the Statutory Auditor/Chartered Accountant with UDIN

Annexure –9: Draft Article of Agreement for the Execution of Works

Tender No..... Due on.../.../.....

Standing Committee Resolution No..... of..... / Mayor's/Municipal Commissioner's Sanction No. Dated.....

Contract for Carrying out work of

During the period from.....to.....

THIS AGREEMENT MADE ON THIS.....Day of..... Two Thousand Between..... (Partner /Proprietor's Full Name) in habitant/s of, carrying on business at in..... under the style and name of Messers for and on behalf of Himself / themselves, his / their heirs, executors, administrators and assigns (Hereinafter called _ the Bidder/s') of the FIRST PART

and.....Shri/Smt. the [SUDA officials] in which expressions are included unless such inclusion is inconsistent with the context or meaning therefore include [SUDA official] and any officers of SUDA authorized by the [SUDA official] and shall also include their successors & assign / assignee for the time being holding office, of the SECOND PART

WHEREAS the [SUDA official] in pursuance of the power vested in him / her, invited RFP for the work of..... and / or certain work mentioned in the schedule /specification here to annexed.

AND WHEREAS the Bidder/s has/have submitted Tender for the said work and his / their said Tender was accepted by [SUDA official] with the approval of the Mayor/ Standing Committee/ Execution Committee of the Corporation on the Terms and Conditions hereinafter specified.

AND WHEREAS the said Bidder/s has / have paid deposit of Rs...../- (Rupees.....) in the office of as Performance Security for the due and faithful performance of this contract OR has / have furnished the General Undertaking and Bank Guarantee for Rs...../- (Rupees.....) of Bank, for the payment inter-alia of the said amount of the Performance Security Deposit in the office of for the due and faithful performance of this contract.

NOW THESE PRESENTS WITNESS and it is hereby agreed and declared between and by the parties hereto as follows:

In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract for works hereinafter referred to. The following documents shall be deemed to form and be read and construed, as part of this agreement viz.

- a) The said RFP and Letter of Intent (LOI) b) The Scope of Work c) Conditions of Contract as specified in the RFP for Works of the SUDA as amended up to date. d) Performance Security Deposit e) Annexures f) Corrigendum/Addendum/Pre-bid clarification g) Agency bid h) Any other document listed in the annexure as forming part of the contract.

In consideration of the payments to be made by the [SUDA official] to the Bidder as hereinafter-mentioned the Bidder hereby covenants with the Deputy Commissioner (Sanitation) to complete the Works / Supply in all respects with the provision of the contract.

The [SUDA official] hereby covenants to pay to the Bidder in consideration of the completion of the works/ supply the contract sum, at times and in the manner prescribed by the contract.

IN WITNESS WHERE of the parties hereto have caused their respective common seals to be hereto affixed (or hereunto set their respective hands and seals) the day and year above written.

Signed and delivered by the Bidders

.....
.....

In the presence of Trading under the name & style of

..... Full

Name

Address Bidders

.....
.....

Signed by the [SUDA Official] in the presence of.....

.....
(1) (1)

.....
(2) (2)

.....

Annexure – 10: Financial Bid Format for Package I

(To be submitted separately on the Letter Head of the Lead Member/single entity)

To

Date: _____

The Project Additional Director, SUDA

Govt. Of Odisha (H & U.D. Dept.)
Plot No-172, Vivekananda Marg
Bhubaneswar-751014

Dear Sir,

Sub: Financial Bid for RFP Reference No. _____ dated _____ for conducting Geotechnical investigations and Drone survey for quantity estimation in Legacy Waste Dumpsites mentioned in Package I.

Having gone through this RFP document and the outline terms and condition and having fully understood the Scope of Work for the Project as set out by the SUDA in the RFP document.

- 1) I/We are pleased to inform that I/We would demand the Quote of Rupees------(In Words-Rupees-----) exclusive of GST for conducting Geotechnical investigations and Drone survey for quantity estimation in Legacy Waste Dumpsites mentioned in **Package I**, Odisha as per the terms and conditions set out in the RFP.
- 2) I/We agree that the Quote shall not be subject to revision throughout the project period.
- 3) I/We confirm that in case of discrepancy in Figures and Words for the Amount Quoted, the amount quoted in words shall be considered.
- 4) We confirm that, the information submitted in our Financial Bid is complete and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Financial Bid.
- 5) I/We confirm that our Bid shall be valid for a period of 180 (one hundred and eighty days) and we shall extend the Bid validity as desired by the SUDA, and it shall remain binding upon us.
- 6) I/We confirm that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- 7) I/We confirm that I/We have examined and have no reservations to the RFP Document, including Addendum issued by you.
- 8) I/We confirm that I/We shall submit the supporting financial model, cost estimate and various financial assumptions in support of this Financial Bid.
- 9) We confirm that we have studied the provisions of relevant Indian laws and regulations required to enable us to prepare this Financial Bid
- 10) I/We confirm that, as per the RFP condition, we shall be obliged to all the terms and conditions of the RFP.

Yours Faithfully,

For and on behalf of (name of Bidder)

Duly signed by the Authorized Signatory of the Bidder

(Name, Designation and Address of the Authorized Signatory)

Note: Bidders to note the following while submitting the Financial Bid. The following details shall be produced if requested by the SUDA.

- i. There will be two separate financial bids for Package-I and Package-II and should be submitted separately in sealed envelopes. Financial bid of Package-I shall be opened first. The selected Bidder of Package-I 's financial bid for package-II shall not be opened.*
- ii. The Financial Bid shall necessarily include the assumptions made by the Bidder while arriving at the quoted Financial Bid. The Bidder has to provide details of calculations made in arriving at this Financial Bid. The SUDA may examine the details provided and ask for additional information, if required.*
- iii. The values in Financial Bid shall be neatly typed. Any handwritten Financial Bid with overwriting shall be liable for rejection.*
- iv. The quoted amount must include two places of decimals.*

Financial Bid Annexure-I***

SI No	Name of the activity	Cost (Rupees in Crores)
1.	Geotechnical investigation	
2	Drone Survey	
3	Waste characterization study	
4	Sampling of soil/waste/surface water/groundwater and analysis	
Total amount exclusive of GST		

Yours Faithfully,

For and on behalf of (name of Bidder)

Duly signed by the Authorized Signatory of the Bidder

(Name, Designation and Address of the Authorized Signatory)

***The values disclosed in the table shall not be considered for determination of the successful Bidder. However, the SUDA reserves the right to solicit information, computation methodology or any other information for the values mentioned in the table.

Signature of Authorised Person

Name

Designation

(Seal of the Bidder)

Annexure – 11: Financial Bid Format for Package II

(To be submitted separately on the Letter Head of the Lead Member/single entity)

To

Date: _____

The Project Director, SUDA

Govt. Of Odisha (H & U.D. Dept.)
Plot No-172, Vivekananda Marg
Bhubaneswar-751014

Dear Sir,

Sub: Financial Bid for RFP Reference No. _____ dated _____ for conducting Geotechnical investigations and Drone survey for quantity estimation in Legacy Waste Dumpsites mentioned in Package II.

Having gone through this RFP document and the outline terms and condition and having fully understood the Scope of Work for the Project as set out by the SUDA in the RFP document.

- 11) I/We are pleased to inform that I/We would demand the Quote of Rupees------(In Words-Rupees-----) exclusive of GST for conducting Geotechnical investigations and Drone survey for quantity estimation in Legacy Waste Dumpsites mentioned in **Package II**, Odisha as per the terms and conditions set out in the RFP.
- 12) I/We agree that the Quote shall not be subject to revision throughout the project period.
- 13) I/We confirm that in case of discrepancy in Figures and Words for the Amount Quoted, the amount quoted in words shall be considered.
- 14) We confirm that, the information submitted in our Financial Bid is complete and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Financial Bid.
- 15) I/We confirm that our Bid shall be valid for a period of 180 (one hundred and eighty days) and we shall extend the Bid validity as desired by the SUDA, and it shall remain binding upon us.
- 16) I/We confirm that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- 17) I/We confirm that I/We have examined and have no reservations to the RFP Document, including Addendum issued by you.
- 18) I/We confirm that I/We shall submit the supporting financial model, cost estimate and various financial assumptions in support of this Financial Bid.
- 19) We confirm that we have studied the provisions of relevant Indian laws and regulations required to enable us to prepare this Financial Bid
- 20) I/We confirm that, as per the RFP condition, we shall be obliged to all the terms and conditions of the RFP.

Yours Faithfully,

For and on behalf of (name of Bidder)

Duly signed by the Authorized Signatory of the Bidder

(Name, Designation and Address of the Authorized Signatory)

Note: Bidders to note the following while submitting the Financial Bid. The following details shall be produced if requested by the SUDA.

- v. There will be two separate financial bids for Package-I and Package-II and should be submitted separately in sealed envelopes. Financial bid of Package-I shall be opened first. The selected Bidder of Package-I 's financial bid for package-II shall not be opened.*
- vi. The Financial Bid shall necessarily include the assumptions made by the Bidder while arriving at the quoted Financial Bid. The Bidder has to provide details of calculations made in arriving at this Financial Bid. The SUDA may examine the details provided and ask for additional information, if required.*
- vii. The values in Financial Bid shall be neatly typed. Any handwritten Financial Bid with overwriting shall be liable for rejection.*
- viii. The quoted amount must include two places of decimals.*

Financial Bid Annexure-I***

SI No	Name of the activity	Cost (INR)
1.	Geotechnical investigation	
2	Drone Survey	
3	Waste characterization study	
4	Sampling of soil/waste/surface water/groundwater and analysis	
Total amount exclusive of GST		

Yours Faithfully,

For and on behalf of (name of Bidder)

Duly signed by the Authorized Signatory of the Bidder

(Name, Designation and Address of the Authorized Signatory)

***The values disclosed in the table shall not be considered for determination of the successful Bidder. However, the SUDA reserves the right to solicit information, computation methodology or any other information for the values mentioned in the table.

Signature of Authorised Person

Name
Designation
(Seal of the Bidder)

END OF RFP DOCUMENT