

NOTICE
REQUEST FOR PROPOSAL (RFP)
FOR
SELECTION OF EXPERT AGENCY FOR PREPARATION OF
DETAIL PROJECT REPORT FOR SMC WORKS UNDER
CAMPA APO 2023-24 IN 35 FOREST/WILDLIFE DIVISIONS.

NIT NO: 1019

DATE: 07.11.2023

Issuer:

Principal Chief Conservator of Forests & HoFF, Aranya Bhawan, Bhubaneswar-23

Phone: 0674-2302036

Email: campa.pccfodisha@gmail.com

Address for Communication & Submission of Sealed Tender Documents:

Chief Executive Officer, CAMPA, 2nd Floor, Office of the Principal Chief Conservator of
Forests & HoFF, Aranya Bhawan, Bhubaneswar-23, Odisha

Phone-0674-2302036

Email: campa.pccfodisha@gmail.com

PRINCIPAL CHIEF CONSERVATOR OF FORESTS & HOFF
Aranya Bhawan, GD-2/12, Chandrasekharpur, Bhubaneswar, Odisha-23

**Notice Inviting RFP for Selection of “EXPERT AGENCY FOR PREPARATION OF
DETAIL PROJECT REPORT FOR SMC WORKS UNDER CAMPA APO 2023-24 IN 35
FOREST/WILDLIFE DIVISIONS**

No:.....

Dated.....

Principal Chief Conservator of Forests & HoFF, Bhubaneswar, Odisha, invites Technical and Financial Proposals from an expert consultancy of national repute for preparation of DPR for SMC project work in 35 Forest/Wildlife Divisions to be undertaken under CAMPA 2023-24 as specified in this RFP Document.

The RFP document can be downloaded from website of PCCF & HoFF, Odisha www.odishaforest.in with effect from **08.11.2023** and response to this tender shall be deemed to have been done after careful study and examination of this document with full understanding of its implications.

Interested agencies are requested to submit the details to the undersigned as per the schedule indicated in the Fact Sheet, by post (Registered / Speed) or by hand at the office of Chief Executive Officer (CAMPA), 2nd floor, O/o the Principal Chief Conservator of Forests & HoFF, Aranya Bhawan, GD-2/12, Chandrasekharpur, Bhubaneswar, Odisha-23. Based on the eligibility criteria as mentioned in the RFP, the applicant of expert agency will be selected.

The PCCF & HoFF, Odisha reserves its right to cancel/modify this tender at any stage, without assigning any reason thereof.

For any further clarifications, please contact the Chief Executive Officer (CAMPA), Bhubaneswar, Odisha in Email at campa.pccfodisha@gmail.com.

Sd/-

Principal Chief Conservator of Forests & HoFF, Odisha

DISCLAIMER

The information contained in this Request for Proposal (hereinafter referred to either as “TENDER”) document provided to the Bidders, by the PCCF & HoFF, Odisha or any of their employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this TENDER document and all other terms and conditions subject to which such information is provided.

The purpose of this TENDER document is to provide the Bidder(s) with information to prepare the DPR for SMC projects in 35 forest divisions to be undertaken under PCCF & HoFF, Odisha. This TENDER document does not purport to contain all the information each Bidder may require.

This TENDER document may not be appropriate for all persons, and it is not possible for the PCCF & HoFF, Odisha, their employees or advisors to consider the business/investment objectives, financial situation and particular needs of each Bidder who reads or uses this TENDER document.

Each Bidder should conduct his own investigations and analysis and should check the accuracy, reliability and completeness of the information in this TENDER document and wherever necessary obtain independent advice from appropriate sources. PCCF & HoFF, Odisha, their employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or Completeness of the TENDER document.

PCCF & HoFF, Odisha may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this TENDER document.

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FACT SHEET

S No.	Milestone	Date (Time)
1.	Request for Proposal (RFP) document made available to the applicants	08.11.2023
2.	Last date for receiving queries	14.11.2023
3.	Response to queries	16.11.2023
4.	Last date & Time for receipt of Technical and Financial proposals (Sealed Envelope)	20.11.2023 at 5PM
5.	Opening of Technical proposals	21.11.2023 at 11.00 AM
6.	Technical Presentation	To be intimated later by email
7.	Opening of Financial proposals of applicants who qualify pre-qualification (technical) criteria	To be intimated later by email
8.	Earnest Money Deposit (EMD) (Demand Draft) for each unit of Divisions applied	INR 50,000/-
9.	Performance Bank Guarantee	5% of total Performance fee
10	Contact Details	Chief Executive Officer, State Authority, CAMPA, Office of the Principal Chief Conservator of Forests & HoFF, Aranya Bhawan, Chandrasekharapur, Bhubaneshwar-23, Odisha Ph. No.0674-2302036 (Off)

Note:

1. PCCF & HoFF, Odisha reserves the right to cancel or amend the Tender and/or scope & other terms and condition of this tender document. Please visit the website mentioned in the RFP document regularly from time to time for the same.
2. Proposals must be submitted before the date, time and at the venue mentioned in the Fact Sheet. Proposals that are received after the deadline will not be considered. Proposal in soft format shall not be entertained

1. Background

Forest is not only home of nearly 80% global terrestrial biodiversity but also performs numerous functions such as collection and filtration of rain water, sediments and other pollutants, protect watershed conserving soil and moisture. Due to continuous biotic pressure and erratic rain fall, the forest ecosystem is under threat of degradation for which the rain water in course of precipitation is just drained out instantly causing massive soil erosion, river and nallas are remained dry for a longer period. To curb this problem, suitable Soil Moisture Conservation (SMC) intervention in forest area is highly required. The objective is to capture maximum rain water in the forest area, reduce surface run off, increase percolation of rain water and recharge the ground water. This will augment the biodiversity; restore degraded forest and better farming in low lands. Climate change can also be addressed to some extent by improving rain water management in forest areas and ensure perennial flow in rivers and nallas.

In addition to this, SMC is one of the much needed projects which aim to fulfill the broad objective of conserving & enhancing soil moisture regime, reduction of the surface run off and increase in percolation of rain water.

2. Objective of the Proposal

The objective of the proposal is to prepare DPR for carrying out comprehensive SMC works in selected Forest Blocks of 35 Forest/Wildlife Divisions of the State in saturation mode.

3. Scope of Work

Preparation of DPR for carrying out the SMC works in the above said forest / wildlife Divisions of the State. The 3rd Party agency will have to engage separate team for each unit.

- i. Survey of the prescribed forest area for preparation of DPR.
- ii. Mapping of all the available water sources, assessing the water availability.
- iii. Zonation and Mapping indicating vulnerabilities
- iv. Planning of types of SMC interventions.
- v. Mapping the area and geo-referencing the locations of SMC interventions.
- vi. Any other works required for DPR, which are not specified here.

The DPR is to be prepared for the work for a project period for 1 year. (FY 2023-24). For preparing the DPR, the expert agency should have experienced persons having enough exposure working in deep forest areas and dealing with

Watershed mapping and implementation of SMC works. They should have also ample knowledge in hydrology & engineering aspects and conversant on principles relating to forestry and the soil and rainwater conservation. The detailed requirement of working personnel in the forest areas will be elaborated subsequently.

The DPR is to be prepared after detail study through application of technology followed by field verification in the forest areas of the Divisions. Division wise, information of the forest area to be treated are given in **Annexure- VIII**. The components of treatment which are widely practised are staggered trenching, Contour Bonding, Percolation pit, Graded Bunds, LBCD, Wire Mesh LBCD, Subsurface Dyke & water harvesting structure including vegetative methods for recharging of the ground water. Besides these methods, new innovative methods of SMC intervention may also be prescribed which are feasible and suitable to the proposed forest areas. The following aspects are to be taken up before preparation of the DPR for soil and moisture conservation works.

- vii. Reconnaissance Survey of the vegetation and ground surface area of the forest with respect to its terrain, gully, nalas, slope etc.
- viii. Demarcation of different types of existing structural measures, water resource development measures such as percolation ponds, Check dams in drainage lines, dug wells and other existing previous structures taken up for SMC works.
- ix. Identification of important gullies, sheets, eroded areas within the forest areas with respects to its G.P.S Coordinates.
- x. Collection of data relating to rainfall, temperature, number of water course and discharge of different water courses through secondary sources.
- xi. Preparation of suitable SMC measures/ structures with its dimension as per the requirement of sites for conservation of water followed by its design (cross section view, plan view, elevation etc.) & cost-estimate and submission of the same within time frame for FY 2023-24
- xii. Preparation of Estimate of cost of the structures referring to the plan and design for soil and moisture conservation measures of F & E Dept., Govt. Of Odisha and submission of the same within time frame for 2023-24. Vegetative conservation measures should also be given due importance along with the mechanical measures while prescribing appropriate SMC intervention.
- xiii. Submission of Photographs of the proposed area as well as location for SMC intervention.
- xiv. Preparation of estimated cost for maintenance and protection for long term durability of the structures.

- xv. Consultation of different stakeholders including Divisional Forest Officers, subordinate forest officers, adjoining villagers, before preparation of DPR.

The DPR must project the following modus of operandi in the project work.

- i. Accurate planning and vigorous scientific multilayer review and examination
- ii. Scientific assessment of minimum basic water requirement of nearby areas/villages.
- iii. Working out of present status of availability and deficit quantity of water in the nearby areas/villages.
- iv. Conducting survey of clusters by joint team of line departments with involvements of local people. Monitoring is to be made by way of mobile application.
- v. Descrambling / identifying the probable intervention to bridge the deficit.
- vi. Preparation of DPRs taking cognizance of local parameters and conditions with pragmatic considerations and not on rational basis.
- vii. Geo tagging of all works.
- viii. E-review and monitoring.

All activities in the assignment are to be completed within the time period as per MoU.

4. Objective of SMC

- i. To Increase ground water level, reduce surface run off and depletion of water.
- ii. To reduce transportation of silt to major drainage system in and around the treatment area.
- iii. To Increase the irrigated and cultivable areas in order to bring 40% of rainfed areas under irrigation.
- iv. To Increase crop production and cropping pattern in the nearby agricultural land.
- v. To reduce suspended sediments in the flowing streams.

The main activities to be carried out are as follows: -

- i. One year programme to be made for each forest block selected.
- ii. The SMC works should start simultaneously in all forest blocks during last quarter of this financial year as per DPR which should be timed for finalization accordingly.

- iii. There should be active involvement of the people in the adjoining villages. Interventions in DPR are to be proposed after considering the concerns and perceptions of the villagers.
- iv. Information of DPR is to be circulated up to last level field officers so as to make them aware of the method of execution of projects in local language.
- v. DPR is to be discussed with VSS/ Gram Sabha.
- vi. DPRs are to be made after appropriate planning and vigorous scientific multilayer review & examination.
- vii. High end technology like G.P.S platform should be used for planning, geo-tagging of 100% structures with mobile app monitoring.

The main conservation activities to be encapsulated for catchment/drainage area development adhering ridge to valley approach vis-a-vis prevention of catchment area degradation for enriching the ground water recharge and soil moisture conservation. These are to be done by following methods:

A. Forest Floor Treatment

- i. Contour trenches (CT)
- ii. Continuous contour Trench(CCT)
- iii. Deep Continuous Contour Trench(DCCT)
- iv. Mini percolation Tank (MPT)
- v. Percolation Tank (PT)
- vi. Micro Check Dam (MCD)
- vii. Sunken Gully Pits (SGP)
- viii. Field Bunding
- ix. Artificial Recharge Shafts.
- x. Any other vegetative or structural interventions.
- xi. New innovative method may also be proposed.

B. Surface Storage Interventions

For enhancing local storage of surface water, the following methods are to be adopted:

- i. Guided bunds
- ii. Check Dams/ Anicuts.
- iii. Sub Surface Dykes.
- iv. Micro Storage Tanks (MST).
- v. Repairing/ Restoration/ Rehabilitation/ Remodeling of existing mini/ micro storage structures and transmission system.
- vi. Improving/ Dragging/ Redefining waterways to existing storage structures.
- vii. Any other vegetative or structural interventions.

C. Geo-Tagging of all Existing & Planned Structure

The DPR must be prepared & planned in such a way that geo- tagging of all existing water bodies shall be done and reported. By doing this it becomes easy for the survey team to plan for new WHS in a transparent and efficient manner. All the locations of proposed structures are required to be geo-tagged. Once these location points are sent to central GIS lab, these points will be analysed to ensure the followings:

- i. The structures planned are appropriate to the order of the stream on which they are required to be constructed.
- ii. The structures proposed are technically sound and economical viable.

5. Preparation of draft & Final DPR

The schedule of preparation and submission of Draft DPR and Final DPR is provided in Table-1 of Payment Schedule

6. Period of Contract

- 6.1.** The Expert agency will be hired for a period of working as given here under. The DPR for year i.e., 2023-24 project should be submitted for the prescribed forest area in the selected forest blocks in a unit within 2 months i.e. by the end of December- 2023 so that the work shall be taken up during last quarter of the year. Accordingly, the DPR preparation for the year 2023- 24 will be completed within 2 months period from the date of signing of the contract.
- 6.2.** The Expert agency shall submit Draft DPR to the DFO for scrutiny and modification if any, proposed. After due discussion with DFO of concerned Division, the final DPRs to be prepared and handed over to the Division with a copy to CEO, CAMPA.
- 6.3.** If the selected agency fails to perform the functions as agreed upon in the contract to be signed with the Forest Department or commit breach of any of the terms and conditions, provisions or stipulations of the contract, the Forest Department shall take appropriate action including termination of the contract with the agency.
- 6.4.** The Expert agency shall be selected and empaneled by the PCCF & HoFF by assigning Forest Divisions units applied for. The selected agency shall sign agreement with concerned Divisional Forest Officer of the Division with reference to above timeline.

7. Pre-Qualification Criteria

7.1. Eligibility requirements for the Consultancy

The invitation to Proposal is open to all applicants who qualify the eligibility criteria's as given below:

Sl	Basic Requirement	Specific Requirement	Documents Required
1.	Legal entity	Applicants eligible for participating in the assignments should be a single legal Registered in India.	Certificate of incorporation Registration Certificate
		A company registered under the Companies Act 1956, or a partnership firm registered under the relevant and prevailing law relating to partnership in India or An Agency registered under the Indian Trusts Act 1882 or An Agency registered under the Societies Registration Act 1860. Or UGC recognized University or Reputed Government Institutions Agency/Firm must be in operation, continuously for the last 10 years in the field of Consultancy as on March 31, 2019	GST Registration PAN Number of the Agency
2.	Capacity	The Applicant Agency must have at least 20 full time professionals on its roll as on 31st March 2019	Certificate duly attested by the Director of the Company
3.	Earnest Money Deposit (EMD)	The applicant should furnish, as part of its proposal, an Earnest Money Deposit EMD of INR 50,000 per unit , the form of Demand Draft or Bank Guarantee in favour of Dy.C.F. (Hqrs), O/o PCCF & HoFF, Odisha	Original Demand Draft/Bank Guarantee Rs.50,000 -
4.	Applicant's Experience	The applicant shall have experience of carrying out minimum of 5 year consultancy forestry SMC projects with fee involving more than Rs 10.0 lakhs, out of which at least there should be one forestry projects under SMC.	Proof of engagement such as MoU/ Work Order/ Engagement Letter / LoA/ Completion Certificate etc.

5.	Authorized Representative from Applicant	A Power of Attorney/Board Resolution in the name of person signing the proposal	Original Power of Attorney/Board Resolution Copy
6.	Human Resource	The team should have required number of experts as specified in Clause 7 of RFP	Details of team members are to be provided
7	Turn Over	Should have average turn over of Rs.10.0 (ten) Crore in three preceding years	Should furnish balance sheets of audited account of last 3 years
8	Blacklist	Should not have been blacklisted by any Deptt. of Govt of India or State Govt.	

8. Instructions to Applicant

8.1. General Conditions

- All information supplied by Applicants may be treated as contractually binding on the Applicants, on successful award of the assignment by the PCCF & HoFF, Odisha on the basis of this RFP.
- No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the PCCF & HoFF, Odisha. Any notification of preferred Applicant status by the PCCF & HoFF, Odisha shall not give rise to any enforceable rights by the Applicant. The PCCF & HoFF, Odisha may cancel the process at any time prior to a formal written contract being executed by or on behalf of the PCCF & HoFF, Odisha.
- This RFP supersedes and replaces any previous public documentation & communications and Applicants should place no reliance on such earlier communications.

8.2. Definitions

Unless the context otherwise requires, the following terms whenever used in this RFP have the following meaning:

- "Applicant" means Agency which submits proposal in response to this Request for Proposal document
- "Consultant" or "Advisor" means the Agency, selected through competitive process in pursuance of this RFP, for providing the services under the Contract
- PCCF & HoFF, Odisha means Principal Chief Conservator of Forests & Head of Forest Force, Odisha.

- “CEO (CAMPA) means the Chief Executive Officer, CAMPA, Bhubaneswar, Government of Odisha.
- RCCF means the Regional Chief Conservator of Forests of the Circle.
- DFO means Divisional Forest Officer of the concerned Forest/Wildlife Division.
- “Contract” means the Contract entered into by the parties for preparation of DPR for projects undertaken under CAMPA.
- “Personnel” means professional and support staff provided by the Consultant/ Advisor to perform Services to execute the assignment and any part thereof
- “Proposal” means proposal submitted by Applicants in response to the RFP issued by the PCCF & HoFF, Odisha, Government of Odisha for selection of Consultant
- “Services” means the work to be performed by the Expert agency pursuant to this RFP and to the Contract to be signed by the parties in pursuance of any specific assignment awarded by PCCF & HoFF, Odisha.

8.3. Compliance / Completeness of Response

- Applicants are advised to study all instructions, forms, terms, requirements, appendices and other information in the RFP documents carefully. Submission of the Proposal shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- Failure to comply with the requirements of this paragraph may render the Proposal noncompliant and the Proposal may be rejected. Applicants must:
 - *Comply with all requirements as set out within this RFP.*
 - *Submit the forms as specified in this RFP and respond to each element in the order as set out in this RFP.*
 - *Include all supporting documentations specified in this RFP.*
- The Proposals must be complete in all respects, Indexed and Hard Bound. The page numbers must be clearly marked serially on each page and cross reference be indicated on the Index Page.

8.4. Applicant Clarifications

8.4.1. Queries

- PCCF & HoFF, Odisha shall invite proposals from Agencies as per the details mentioned in the Fact Sheet of this document

- The Applicants will have to ensure that their queries to reach PCCF & HoFF, Odisha Bhubaneswar, at address compa.pccfodisha@gmail.com on or before last date for receiving queries as mentioned in Fact Sheet of this document through the e-mail of only authorized representative of the Applicant. It should be clearly mentioned in the Subject of email, that mail is for seeking clarifications on RFP. The queries should necessarily be submitted in the following format:

Section/ Page No	Content of RFP requiring Clarification	Change/ Clarification requested	Remarks

- PCCF & HoFF, Odisha, Bhubaneswar shall not be responsible for ensuring that the Applicant's queries have been received by them. Any requests for clarifications after the indicated date and time shall not be entertained by PCCF & HoFF, Odisha, Bhubaneswar.
- The purpose of query, the clarification is to be provided by the Applicants with information regarding the RFP, project requirements, and opportunity to seek clarification regarding any aspect of the RFP and the project.
- However, PCCF & HoFF, Odisha , Bhubaneswar reserves the right to hold or re-schedule the process.

8.4.2. Responses to Queries and Issue of Corrigendum

- The PCCF and HoFF, Bhubaneswar will endeavor to provide timely response to the queries by uploading in website. No response will be given to any individual separately. However PCCF & HOFF, Odisha Bhubaneswar makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does it undertake to answer all the queries that have been posed by the Applicants.
- At any time prior to the last date for receipt of Proposals, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Applicant, modify the RFP Document by a corrigendum.

- The Corrigendum (if any) & clarifications to the queries from all Applicants will be uploaded on the website: odishaforest.in. Any such corrigendum shall be deemed to be incorporated into this RFP.

8.5. Key Requirements of the Bid

8.5.1. Rights to terminate the process

- PCCF & HoFF, Odisha may terminate the RFP process at any time and without assigning any reason. PCCF & HoFF, Odisha makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- This RFP does not constitute an offer by the PCCF & HoFF, Odisha. The Applicants' participation in this process may result in the engaging the Applicant towards execution of the Contract.

8.5.2. Earnest Money Deposit

- Applicants shall submit, along with their Proposals, EMD of INR Rs 50,000/- in the form of a Demand Draft issued in favour of Dy. Conservator of Forests (Head Qtrs.) payable at Bhubaneswar .
- Agency applying for additional units of division shall submit separate proposal and EMD as mentioned above.
- EMD of all unsuccessful Applicants would be refunded within 60 Days of the Applicant being notified as being unsuccessful. The EMD, for the amount mentioned above, of successful Applicant would be returned upon submission of Performance Bank Guarantee as per the format provided in **Annexure IV**.
- EMD amount is interest free and will be refundable to the unsuccessful Applicant without any accrued interest on it.
- The Proposal submitted without EMD, mentioned above, will be summarily rejected.
- The EMD may be forfeited:
 - *If an Applicant withdraws or modifies the Proposal during the period of validity.*
 - *In case of a successful Applicant, if the Applicant fails to sign the Contract in accordance with this RFP or submit Performance Bank Guarantee.*
 - *If the Bidder is found to have submitted any information wrongly/manipulated/ hidden/fraud in the bid.*

8.5.3. Submission of Responses

a) Technical Proposal (containing)

- i. EMD, Power of Attorney
- ii. Cover letter and response to Pre-qualification Criteria mentioned in Section 5 (in a separate sealed envelope)
- iii. Technical proposal as per technical evaluation criteria mentioned in Section 9 with supporting documents (in a separate sealed envelope. On the envelope, it should be clearly mentioned Technical Proposal for 3rd party Agency for Preparation of DPR of Forest Divisions under unit No.....

b) Financial Proposal (containing)

- i. Cover Letter
- ii. Financial Proposal (10.3) Annexure-III in separate sealed Envelope. On the envelope it should be clearly mentioned Financial Proposal for preparation of DPR of Forest Areas of the Division coming under unit No... under CAMPA funding.

8.5.4. Authentication of Proposals

The Proposal should be accompanied by a power-of-attorney in the name of the signatory of the Proposal as per Annexure mentioned in this RFP.

8.6. Preparation and Submission of Proposal

8.6.1. Proposal Preparation Costs

The Applicant shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduction of informative and other diligence activities, participation in meetings/ discussions/ presentations, preparation of Proposal, providing any additional information required to facilitate the evaluation process, and in negotiating a definitive Contract or all such activities related to the process. The PCCF & HoFF will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the process.

8.6.2. Language

The Proposal should be filled by the Applicants in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Applicants for purposes of interpretation of the documents, the English translation shall govern.

8.6.3. Late Proposals

- a) Original hard copy of RFP document fees and EMD received after the due date and the specified time (including the extended period if any) for any reason or whatsoever, shall not be entertained and shall be returned without opening..
- b) The Proposals submitted by telex/ telegram/ fax/ e-mail etc. shall not be considered. No correspondence shall be entertained on this matter.
- c) PCCF & HoFF, Odisha shall not be responsible for any postal delay or non- receipt/ non-delivery of the documents. No further correspondence on the subject shall be entertained.
- d) PCCF & HoFF, Odisha reserves the right to modify and amend any of the above-stipulated condition/ criterion depending upon project priorities vis-à-vis urgent commitments.

8.7. Evaluation Process

PCCF & HoFF, Odisha Bhubaneswar will constitute a Proposal Evaluation Committee to evaluate the responses of the Applicants. (PEC)

The Proposal Evaluation Committee constituted by the PCCF & HoFF, Odisha shall evaluate the responses to the RFP and all supporting documents/ documentary evidence. Inability to submit requisite supporting documents/ documentary evidence, may lead to rejection.

- a) The decision of the Proposal Evaluation Committee (PEC) in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of evaluation with the Committee.
- b) The Proposal Evaluation Committee may ask for meetings with the Applicants or may call for any information relating to technical details through mail to seek clarifications on their technical Proposals.
- c) The Proposal Evaluation Committee reserves the right to reject any or all Proposals on the basis of any deviations.

- d) Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP under the Evaluation and Selection section.

8.7.1. Tender Opening

The Proposals submitted up to date and time mentioned in this RFP document will be opened by Proposal Evaluation Committee authorized by the PCCF & HoFF, Odisha in the presence of the Applicants or their authorized representatives who may be present at the time of opening. The representatives of the Applicants should be advised to carry the identity card or a letter of authorization from the Applicants to identify their bonafide for attending the opening of the Proposal.

8.7.2. Proposal Validity

The offer submitted by the Applicants should be valid for minimum period of 180 days from the date of submission of Proposal.

8.7.3. Proposal Evaluation

Proposal Evaluation and Selection shall be carried out as per the specifications mentioned in the Section on Evaluation and Selection'.

8.8. Modification and withdrawal of Proposals

- a) The Applicant is allowed to modify or withdraw its submitted Proposal any time prior to the last date prescribed for receipt of Proposals, by giving a written notice to PCCF & HoFF, Odisha.
- b) Subsequent to the last date for receipt of Proposals, no modification of bids shall be allowed.
- c) The Applicants cannot withdraw the Proposal in the interval between the last date for receipt of Proposal and the expiry of the Proposal validity period specified in the Proposal. Such withdrawal may result in the forfeiture of its EMD from the Applicant.

8.9. Proposal Forms

Wherever a specific form is prescribed in this Request for Proposal (RFP) document, the Applicant shall use the form to provide relevant information. If the form does not provide space for any required information, space at the end of the form, additional sheets shall be used to convey the required information. For all other cases, the Applicant shall design a form to hold the required information.

8.10. Local Conditions

- a) Each Applicant is expected to become fully acquainted with the local conditions and factors, which may affect the performance of the Contract and/ or the cost.
- b) The Applicant is expected to know all conditions and factors, which may have any effect on the execution of the Contract after issue of letter of Award. The PCCF & HoFF, Odisha shall not entertain any request for clarification from the Applicant regarding such local conditions.
- c) It is the Applicant's responsibility that such factors have been properly investigated and considered before submitting the Proposal. No claim, what- so-ever, including that for financial adjustment to the Contract awarded under the bidding document shall be entertained by the PCCF & HoFF, Odisha. Neither any change in the time schedule of the Contract nor any financial adjustments arising there-of shall be permitted by the PCCF & HoFF, Odisha on account of failure of the Applicant to know the local laws/ conditions. The Applicant is expected to visit examine and study the location of Govt. offices and its surroundings and obtain all information that may be necessary for preparing the Proposal at its own interest and cost.

8.11. Application of influence by Contacting the PCCF & HoFF , Bhubaneswar or any other person related to PCCF & HoFF, Bhubaneswar.

Any effort by an Applicant to influence the Proposal evaluation, Proposal comparison or Contract award decisions may result in the rejection of the Proposal. Applicant shall not approach officers after office hours and/ or outside office premises, from the time of the Proposal opening till the time the Contract is awarded.

8.12. Tentative Schedule of Events

Tentative schedule of events shall be as per the dates and time given in the Fact Sheet.

8.13. Opening of Proposal

First, The Technical cover shall be opened on the date mentioned in fact sheet. The Financial Proposal may be opened in presence of technically qualified Applicants. Date of opening of the financial bid will be intimated to the qualified Bidders. The Evaluation Committee or its authorized representative shall open the Proposals.

8.14. Deciding Award of Contract

- a) The PCCF & HoFF, Odisha reserves the right to ask for a technical elaboration/clarification from the Applicant on the already submitted Technical Proposal at any point of time before opening the Financial Proposal.
- b) The Applicant's name, the Proposal Price per ha of forest area, will be announced and recorded at the time of opening of Proposal. The selected applicant shall be empaneled for execution of DPR preparation in different units of forest circles/divisions.
- c) After acceptance of LoA, the agency shall deposit Performance Security as specified in this document for signing an Agreement with concerned DFOs of the Divisions.
- d) Special Condition for Awarding the Agreement:
 - i. The DFO will sign the Agreement with successful Applicant for a period as mentioned in Duration of Contract in the document.
 - ii. DFO may extend the Agreement for a time period beyond what has been specified in Duration of Contract in the document.
 - iii. The DFO shall also have the right to provide extension/ increase in the scope of work as per the mutually agreed terms and conditions between both the parties.
 - iv. The DFO shall have the right to ask for additional Team members beyond what has been specified in this RFP.

8.15. Confidentiality

- a) As used herein, the term Confidential Information means any information, including information created by or for the other party, whether written or oral, which relates to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions or security procedures of either party or any of its affiliates, or any client of either party, except such information which is in the public domain at the time of its disclosure or thereafter enters the public domain other than as a result of a breach of duty on the part of the party receiving such information. It is the express intent of the parties that all the business process and methods used by the Applicant in rendering the Services hereunder are the Confidential Information of the Applicant.

- b) The Applicants shall keep confidential, any information related to this RFP, with the same degree of care as it would treat its own confidential information. The Applicants shall note that the confidential information will be used only for the purposes of this RFP and shall not be disclosed to any third party for any reason what-so-ever.
- c) At all-time of the performance of the Services, the Applicant shall abide by all applicable security rules, policies, standards, guidelines and procedures. The Applicant should note that before any of its employees or assignees is given access to the Confidential Information, each such employee and assignees shall agree to be bound by the terms no less onerous than those contained under this RFP and such rules, policies, standards, guidelines and procedures by its employees or agents.
- d) The Applicant should not disclose to any other party and keep confidential the terms and conditions of this Contract agreement, any amendment hereof, and any Attachment or Annexure hereof.
- e) The obligations of confidentiality under this section shall survive rejection of the Contract.

8.16. Publicity

Any publicity by the Applicant in the name of PCCF & HoFF, Odisha, DFOs should be done only with the explicit written permission from PCCF & HoFF, Odisha.

8.17. Execution of the Agreement

After acknowledgement of the LoA by the selected empanelled Applicant, a performance guarantee of 5% of total Professional Fee calculated over the total forest area to be covered under DPR has to be deposited in the form of Bank Guarantee of any nationalized/ scheduled bank. The performance guarantee shall be valid for period of 2 months beyond the duration of Contract as specified in the RFP document. The Consultant/ Advisor shall sign the Agreement with-in 21 days from the issue of LoA. Agreement is mutually extendable post the completion of the initial term.

8.18. Performance Guarantee

The successful Applicant shall furnish the Performance Guarantee as stipulated in the format mentioned at **ANNEXURE- IV**

8.19. Duration of Contract

The assignment of the work shall be valid for a period of 5 months.

8.20. Terms and Conditions: Applicable Post Award of Contract

8.20.1. Termination Clause

8.20.1.1. Termination for Default

DFO concern may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 30 days sent to the selected Applicant, terminate the Contract in whole or in part, (provided a cure period of not less than 30 days is given to the selected Applicant to rectify the breach):

- i. If the selected Applicant fails to deliver any or all quantities of the Service within the time period specified in the Contract, or any extension thereof granted by ; or*
- ii. If the selected Applicant fails to perform any other obligation under the Contract within the specified period of delivery of service or any extension granted thereof; or*
- iii. If the selected/empanelled Applicant, in the judgment of DFO/RCCF, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract.*
- iv. If the selected Applicant commits breach of any condition of the Contract If DFO terminates the Contract in whole or in part on above ground, amount of Performance Guarantee may be forfeited.*

8.20.1.2. Termination for Insolvency

The DFO may at any time terminate the Contract by giving a written notice of at least 30 days to the selected Applicant, if the selected Applicant becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the selected Applicant, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to PCCF & HoFF, Bhubaneswar.

8.20.1.3 Termination for Convenience

- a) The DFO by a written notice of at least 30 days sent to the selected Applicant, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for PCCF & HoFF, Odisha's convenience, the extent to which performance of the selected Applicant under the Contract is terminated, and the date upon which such termination becomes effective.

- b) In such case, the DFO concern will pay for all the pending invoices as well as the work done till that date by the Consultant.
- c) Limitation of Liability- In no event shall either party be liable for consequential, incidental, indirect, or punitive loss, damage or expenses (including lost profits). The selected Applicant shall not be liable to the other hereunder or in relation hereto (whether in contract, tort, strict liability or otherwise) for more than the value of the fees to be paid (including any amounts invoiced but not yet paid) under this Agreement.

8.20.1.4 Termination by DFO

- a) The DFO may, by not less than 30 days written notice of termination to the Applicant, such notice to be given after the occurrence of any of the events, terminate this Agreement if :
 - i. The selected Applicant fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension, within thirty (30) days of receipt of such notice of suspension or within such further period as may have subsequently granted in writing;
 - ii. The selected Applicant becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
 - iii. The selected Applicant fails to comply with any final decision reached as a result of the Dispute Resolution mechanism/ proceedings.
 - iv. The selected Applicant submits to the DFO a statement which has a material effect on the rights, obligations or interests of DFO and which the selected Applicant knows to be false;
- b) Any document, information, data or statement submitted by the Applicant in its Proposals, based on which the selected Applicant was considered eligible or successful, is found to be false, incorrect or misleading; or as the result of Force Majeure, the selected Applicant is unable to perform a material portion of the Services for a period of not less than sixty (60) days
- c) If DFO would like to terminate the Contract for reasons not attributable to the selected Applicant's performance, they will need to clear all invoices for the Services up to the date of their notice.

- d) If DFO would like to terminate the Contract for reasons attributable related to the selected Applicant's performance, DFO will give a rectification notice for one (1) months to the Consultant/ Advisor in writing with specific observations and instructions.

8.20.1.5 Termination by the selected Applicant

- a) The selected Applicant may, by not less than 60 days written notice to DFO, such notice to be given after the occurrence of any of the events, terminate this Agreement if:
- b) DFO is in material breach of its obligations pursuant to this Agreement and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently agreed in writing) following the receipt by the of the selected Applicant's notice specifying such breach
- c) DFO if fails to comply with any final decision reached as a result of the Dispute Resolution mechanism/proceedings.
- d) Upon termination of this Agreement all pending payments due till the date of the termination of the Contract will be made by DFO to the selected Applicant.

8.20.1.6 Consequences of Termination

- a) In the event of termination of the Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise], DFO, shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Vendor shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/ breach, and further allow the next successor Vendor to take over the obligations of the erstwhile Vendor in relation to the execution/ continued execution of the scope of the Contract.
- b) Nothing herein shall restrict the right of DFOs to invoke guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/ or remedies that may be available to the under law or otherwise.
- c) The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

8.20.2 Liquidated Damages

- a) Notwithstanding the right of DFO to cancel the order, Liquidated Damages (LD) for late delivery of the service at 1% (One percent) of the undelivered portion of order value per week will be charged for every week's delay in the specified time schedule subject to a maximum of 10% of the value of the contract.
- b) Please note that the above LD for delay in delivery and delay in commissioning are independent of each other and shall be levied as the case may be.
- c) DFO reserve its right to recover these amounts by any mode such as adjusting from any payments to be made by DFO to the Consultant/Advisor. Liquidated damages will be calculated on per week basis.
- d) The cumulative and aggregate limit of LD for delay in delivery and LD for delay in commissioning would be limited to maximum of 10% of the total Professional Fee. The aggregate liability of the Consultant/ Advisor shall in no event exceed the total value of the fee received under this Contract.

8.20.3 Dispute Resolution Mechanism

- a) The DFO and the selected Applicant shall make every effort to resolve amicably by direct negotiations, any disagreement or dispute, arising between them under supply order.
- b) In case dispute cannot be resolved amicably, DFO may appoint as Arbitrator to resolve the issue as per Arbitration & Conciliation Act 1996 whose decision shall be binding to both the parties.

8.20.4 Notices

Notice or other communications given or required to be given under the Contract shall be in writing and shall be e-mailed followed by hand-delivery with acknowledgement thereof, or transmitted by pre-paid registered post or courier. Any notice or other communication shall be deemed to have been validly given on date of delivery if hand delivered & if sent by registered post than on expiry of seven days from the date of posting.

8.20.5 Force Majeure

Force Majeure is herein defined as any cause, which is beyond the control of the selected Applicant or DFO as the case may be, which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the Contract, such as:

- a) Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics.
- b) Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargo.
- c) Terrorist attack, public unrest in work area provided either party shall within 10 days from occurrence of such a cause, notifies the other in writing of such causes.

The selected Applicant or DFO shall not be liable for delay in performing his/ her obligations resulting from any force majeure cause as referred to and/ or defined above.

Force Majeure shall not include any events caused due to acts/ omissions of such Party or result from a breach/ contravention of any of the terms of the Contract, Proposal and/ or the Request for Proposal (RFP). It shall also not include any default on the part of a party due to its negligence or failure to implement the stipulated/ proposed precautions, as were required to be taken under the Contract. The failure or occurrence of a delay in performance of any of the obligations of either party shall constitute a Force Majeure event only where such failure or delay could not have reasonably been foreseen, or where despite the presence of adequate and stipulated safeguards the failure to perform obligations has occurred. In such an event, the affected party shall inform the other party in writing within five days of the occurrence of such event. DFO will make the payments due for Services rendered till the occurrence of Force Majeure. However, any failure or lapse on the part of the Selected Applicant in performing any obligation as is necessary and proper, to negate the damage due to projected force majeure events or to mitigate the damage that may be caused due to the above mentioned events or the failure to provide adequate disaster management/ recovery or any failure in setting up a contingency mechanism would not constitute force majeure, as set out above.

In case of a Force Majeure, all Parties will endeavor to agree on an alternate mode of performance in order to ensure the continuity of Service and implementation of the obligations of a party under the Contract and to minimize any adverse consequences of Force Majeure.

8.20.6 Failure to agree with Terms and Conditions of the RFP

Failure of the successful Applicant to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event may invoke the PBG of the successful applicant and award the contract to the next best value Applicant or call for new Proposals from the interested Applicants.

8.21 Contract Performance Guarantee

- a) Within 21 days after the receipt of LoA from DFO, the successful Applicant shall furnish Contract Performance Guarantee to the DFO which shall be equal to 5% of Total Professional Fee and shall be in the form of a Bank Guarantee Bond from any Nationalized Bank/ Scheduled bank in the Performa given here-in-after in this document valid for period of 2 months beyond the duration of Contract as specified in the document.
- b) The proceeds of the performance guarantees shall be payable to the DFO as compensation for any loss/ penalties resulting from the Selected Applicants failure to complete its obligations under the Contract.
- c) The performance guarantee will be discharged by DFO and returned to the Selected Applicant within 60 days following the date of completion of the Selected Applicant's performance obligations, including any warranty obligations under the Contract.

8.22 Statutory Requirements

During the tenure of this Contract, nothing shall be done by the Selected Applicant in contravention of any law, act and/ or rules/ regulations, there-under or any amendment.

8.23 Contract administration

Either party may appoint any individual/ Agency as its authorised representative through a written notice to the other party. Each Representative shall have the authority to:

- i. Exercise all of the powers and functions of his/ her Party under this Contract, other than the power to amend this Contract and ensure proper administration and performance of the terms hereof; and
- ii. Bind his or her Party in relation to any matter arising out of or in connection with this Contract.

- iii. The Selected Applicant shall be bound by all undertakings and representations made by the authorized representative of the Selected Applicant and any covenants stipulated hereunder, with respect to this Contract, for and on their behalf.
- ii. For the purpose of execution or performance of the obligations under this Contract, the DFO representative would act as an interface with the nominated representative of the Selected Applicant. The Selected Applicant shall comply with any instructions that are given by the representative during the course of this Contract in relation to the performance of its obligations under the terms of the Contract.
- iii. A committee comprising of representatives from the DFO and the Selected Applicant shall meet from time to time to discuss any issues/ bottlenecks being encountered.

8.24 Right of Monitoring, Inspection and Periodic Audit

The DFO/RCCF reserves the right to inspect and monitor/ assess the progress/ performance at any time during the course of the Contract, after providing due notice to the Selected Applicant. DFO/RCCF may demand, and upon such demand being made, the selected Applicant shall provide with any document, data, material or any other information required to assess the progress of the project. DFO/RCCF shall also have the right to conduct, either itself or through any another consultant/ advisor as it may deem fit, an audit to monitor the performance by the Selected Applicant of its obligations/ functions in accordance with the standards committed to or required by DFO/RCCF and the Selected Applicant undertakes to cooperate with and provide to DFO/RCCF / any other Agency appointed by DFO/RCCF, all documents and other details as may be required by them for this purpose. Any deviations or contravention identified as a result of such audit/ assessment would need to be rectified by the Selected Applicant failing which DFO/RCCF may, without prejudice to any other rights that it may have, issue a notice of default.

8.25 DFO/RCCF's Obligations.

DFO/RCCF shall interface with the Selected Applicant, to provide the required information, clarifications, and to resolve any issues as may arise during the execution of the Contract.

DFO/RCCF shall ensure that timely approval is provided to the selected Applicant, where deemed necessary, related to Services required to be provided as part of the Scope of Work.

8.26 Information Security

The selected Applicant would sign a Non-Disclosure of Agreement with DFO to ensure information security and confidentiality of processes, information and the various projects and activities taken up during the period of the agreement. The Selected Applicant shall not carry and/ or transmit any material, information, layouts, diagrams, storage media or any other goods/ material in physical or electronic form, which are proprietary to or owned by DFO, out of premises, without prior written permission from the DFO. The Selected Applicant shall, upon termination of this agreement for any reason, or upon demand by DFO, whichever is earliest, return any and all information provided to the Selected Applicant, including any copies or reproductions, both hard copy and electronic.

8.27 Indemnity

The Selected Applicant shall execute and furnish a Deed of Indemnity in favour of DFO in a form and manner acceptable to the, indemnifying from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind how-so-ever suffered including patent, copyright, trademark and trade secret, arising or incurred inter-alia during and after the Contract period out of:

- a) Negligence or wrongful act or omission by the Selected Applicant or its team or any Agency/ Third Party in connection with or incidental to this Contract; or
- b) Any breach of any of the terms the Selected Applicant's Proposal as agreed, the Tender and this Contract by the Selected Applicant, its Team or any Agency/ Third Party.
- c) The indemnity shall be to the extent of Total Professional Fee.

8.28 Prices

Prices quoted must be firm and shall not be subject to any upward revision on any account what-so-ever throughout the period of the engagement of twelve months. .

8.29 Special Conditions of Contract

8.29.1 Payment Schedule

The payment as specified in financial format **Annexure - III** as submitted by Selected Consultant shall be made as per the following schedule:

TABLE-I (For DPR of 2023-24 within two months)

Sl.No	Activity	Timeline	% of fee to be paid
1	Submission of ground truthing report	Within 15 days of signing of contract	15%
2	Submission of draft report	Within 1 month of signing the contract	45%
3	Submission of final report	After 2 months of signing the contract	40%

8.30 Continuance of the Contract:

Notwithstanding the fact that settlement of dispute(s) (if any) may be pending, the parties hereto shall continue to be governed by and perform the work in accordance with the provisions under the Scope of Work to ensure continuity of operations.

8.31 Conflict of interest

The Applicant shall disclose to DFO/RCCF in writing, all actual and potential conflicts of interest that exist, arise or may arise in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.

8.32 Severance

In the event any provision of the Contract is held to be invalid or unenforceable under the applicable law, the remaining provisions of this Contract shall remain in full force and effect.

8.33 Governing Language

The Agreement shall be written in English language. Subject to below Clause, such language versions of the Agreement shall govern its interpretation.

All correspondence and other documents pertaining to the Contract that are exchanged by parties shall be written in English language only.

8.34 No Claim Certificate

The Selected Applicant shall not be entitled to make any claim, whatsoever against, under or by virtue of or arising out of, the Contract, nor shall entertain or consider any such claim, if made by the Selected Applicant after it has signed a No claim certificate in favour of DFO/RCCF in such form as shall be required by it after the work is finally accepted.

8.35 Publicity

The Selected Applicant shall not make or permit to be made a public announcement or media release about any aspect of this Contract unless DFO/RCCF first gives its written consent to the selected Applicant.

8.36 General

8.36.1 Relationship between the Parties

Nothing in the Contract constitutes any fiduciary relationship between the DFO/RCCF and Selected Applicant/ Applicant's Team or any relationship of employer employee, principal and agent, or partnership, between DFO/RCCF and Selected Applicant. No Party has any authority to bind the other Party in any manner whatsoever except as agreed under the terms of the Contract. DFO/ RCCF will not be under any obligation to the Implementation Consultant's/ Advisor's Team except as agreed under the terms of the Contract.

8.36.2 No Assignment

The Selected Applicant shall not transfer any interest, right, benefit or obligation under the Contract without the prior written consent of the DFO/RCCF.

8.36.3 Survival

The provisions of the clauses of the Contract in relation to documents, data, processes, property, Intellectual Property Rights, indemnity, publicity and confidentiality and ownership survive the expiry or termination of this Contract and in relation to confidentiality, the obligations continue to apply unless notifies the Selected Applicant of its release from those obligations.

8.36.4 Entire Contract

The terms and conditions laid down in the Request for Proposal (RFP) and all annexure thereto as also the Proposal and any attachments/ annexure thereto shall be read in consonance with and form an integral part of the Contract. The Contract supersedes any prior contract, understanding or representation of the Parties on the subject matter.

8.36.5 Governing Law

This Contract shall be governed in accordance with Central and State laws.

8.36.6 Jurisdiction of Courts

The High Court of Odisha at Cuttack, has exclusive jurisdiction to determine any proceeding in relation to the Contract.

8.36.7 Compliance with Laws

The Selected Applicant shall comply with the Central and State laws in force in the course of performing the Contract.

8.36.8 Notices

A notice means:

- i. A Notice; or
- ii. A consent, approval or other communication required to be in writing under the Contract.

All notices, requests or consent provided for or permitted to be given under this Contract shall be in writing and shall be deemed effectively given when personally delivered or mailed by prepaid certified/registered mail, return receipt requested, addressed as follows and shall be deemed received two days after mailing or on the date of delivery if personally delivered to the concerned DFO:

To,
DFO

Any Party may change the address to which notices are to be directed, by giving a notice to the other party in the manner specified above. A notice served on a representative is taken to be notice to that Representative's Party.

8.36.9 Waiver

Any waiver of any provision of this Contract is ineffective unless it is in writing and signed by the Party waiving its rights.

A waiver by either Party in respect of a breach of a provision of this Contract by the other Party is not a waiver in respect of any other breach of that or any other provision.

The failure of either Party to enforce at any time any of the provisions of this Contract shall not be interpreted as a waiver of such provision.

8.36.10 Modification

Any modification of the Contract shall be in writing and signed by an authorised representative of each Party based on mutual consent.

8.36.11 Taxes

The Applicant shall pay Goods and Service Tax and other applicable taxes, if any, imposed on the Services under this Contract.

8.36.12 Application

These General Conditions shall apply to the extent that provisions in other parts of the Contract do not supersede them.

8.37 Fraud and Corrupt Practices

8.37.1 Fraud and Corrupt Practices

- a) The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, PCCF & HoFF, Odisha shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the Prohibited Practices) in the Selection Process. In such an event, PCCF & HoFF, Odisha shall, without prejudice to its any other rights or remedies, appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to PCCF & HoFF, Odisha for, inter alia, time, cost and effort of PCCF & HoFF, Odisha, in regard to the RFP, including consideration and evaluation of such Applicant's Proposal.
- b) Without prejudice to the rights of PCCF & HoFF, Odisha and the DFO concern under Clause above and the rights and remedies which PCCF & HoFF, Odisha may have under the LoA or the Agreement, if an Applicant, is found by PCCF & HoFF, Odisha have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LoA or the execution of the Agreement by the DFO concern, such Applicant shall not be eligible to participate in any tender or RFP issued by PCCF & HoFF, Odisha during a period of 2 (two) years.

- c) For the purposes of this section, the following terms shall have the meaning hereinafter respectively assigned to them:
- i. *corrupt practice means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process*
 - ii. *Fraudulent practice means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;*
 - iii. *Coercive practice means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;*
 - iv. *undesirable practice means (i) establishing contact with any person connected with or employed or engaged by with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or(ii) having a Conflict of Interest; and*
 - v. *Restrictive practice means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.*

9 Human Resources required:

The agency should have experienced persons having exposure of working in forest areas and dealing with watershed level mapping and implementation of SMC works. Key Experts/ Non-Key Experts to be involved per unit of Divisions are as below.

Sl	Category of Human Resource	Unit-I (in Nos.)
A	Key Experts	
1	Team Leader	1
2	GIS Technical Expert	1
3	Agricultural Engineer / Civil Engineer	1
4.	Forest/ Environment expert	1
B	Non-Key Experts	
5.	Field Supervisor	4
6.	Field Evaluators	15
Total		23

10 Indicative Job Description of proposed Resource personnel

10.1 Team Leader

- a) Relevant masters' degree with 15 years of professional experience in project planning management and monitoring and evaluation
- b) Experience of working on evaluation of forestry / watershed projects with state / central governments
- c) Demonstrable managerial skills, strong analytical and problem solving skills and good writing skills
- d) Experience of working in rural development projects/SMC projects in the state of Odisha will be preferred
- e) Responsible for overall management of the project, guiding the team in development of DPR frameworks, co-coordinating with team members and carrying out DPR process

10.2 GIS Technical Expert

- a) Masters' degree in Geography/ Geology/ GIS with minimum 5 years of professional working experience in GIS platform.
- b) Experience of working in rural development projects/SMC projects, watershed project in the state of Odisha shall be preferred.
- c) Experience in Analysis of topo maps/ satellite imagery and watershed mapping.
- d) Experience of working in the State of Odisha in Forestry/ watershed and NRM projects. Responsible for data collection, data management and data analysis

10.3 Agricultural Engineer / Civil Engineer

- a) Masters or Bachelors Degree in Agricultural Engineering or Civil Engineering with 7years professional working experience in rural development/ SMC projects.
- b) Experience in preparation of designs and cost estimation for different SMC structures

10.4 Forest/ Environment Expert

- a) Post Graduate in Forestry/Science/Environment streams with a 7 years of professional working experience in natural resource management/ forest management / wildlife management .
- b) Experience of working with watershed department/watershed project shall be preferred

10.5 Field Supervisor

- a) Graduate in Science/ Forestry/ Social Science
- b) Minimum of 5 years of working experience as field Supervisor;
- c) Experience of working in forestry/ watershed/ SMC/ NRM projects;
- d) Experience of working in the State of Odisha in forestry/ watershed/ NRM projects will be preferred;

10.6 Field Evaluators

- a) Graduate in any discipline.
- b) Minimum of 3 years of working experience as field evaluator;
- c) Experience of working in forest/ watershed/ NRM projects;
- d) Experience of working in the State of Odisha in forestry/ watershed/ NRM projects will be preferred;

Note:

Ability to communicate in Odia and experience of working in Odisha will be preferred and this is more valid for Field Evaluators. If at any point in time, PCCF & HOFF, feels that a resource person is not up to the mark, a replacement will be demanded in written and will need to be obliged within 2 weeks.

The number of teams to be constituted for field works and no of persons to be engaged are to be decided by the agency with a condition of presence of overall team comprising the above qualified members for overseeing the field and documentation works.

11 Evaluation & Selection

Initial Bid scrutiny will be made and incomplete details as given below will be treated as nonresponsive if Proposals

- i. Proposal with details as specified in the RFP document are not submitted in due date and time specified or not accompanied by required EMD
- ii. Received without the Letter of Authorization (Power of Attorney)
- iii. Are found with suppression of details
- iv. With incomplete information, subjective, conditional offers and partial offers submitted
- v. Submitted without the documents requested in the checklist
- vi. Have non-compliance of any of the clauses stipulated in the RFP
- vii. Have a lesser validity period
- viii. The team members are not as per RFP stipulations.

All responsive Bids will be considered for further processing as below.

Proposal Evaluation Committee will prepare a list of responsive Applicants, who comply with all the Terms and Conditions of the Tender. All eligible bids will be considered for further evaluation by the Committee according to the evaluation process defined in this RFP document. The decision of the Committee shall be final in this regard.

- a) Evaluation committee will examine the bids to determine whether they are complete, whether any computational errors have been made, and whether the bids are generally in order.
- b) Further the scope of evaluation committee also covers taking any decision with regard to the Tender document, execution/ implementation of the project including management period.
- c) Proposal shall be opened in the presence of Applicants or their authorized representatives who intend to attend at their cost. The Applicants representatives who are present shall sign a register giving evidence of their attendance.
- d) Proposal document shall be evaluated as per the following steps.
 - i. Preliminary examination of pre-qualification/ eligibility criteria documents: The prequalification document will be examined to determine whether the Applicant meets the eligibility criteria, whether the Proposal is complete in all respects, whether the documents have been properly signed and whether the bids are generally in order. Any bids found to be non-responsive for any reason or not meeting the minimum levels of the performance or eligibility criteria specified in various sections of this RFP document will be rejected and will not be considered further.
 - ii. The total maximum point for evaluation of Technical Proposal is 100 marks scores would be assigned based on the parameters set out in the table below.

Technical Evaluation Criteria: Total 100 Marks (65% is the qualifying Mark)

SI	Criteria	Marks	Marks Break Up
1	Applicant's Experience	60	
1.1	Experience in preparation of SMC project /Forestry Projectsdocument at National and State Levels	30	project works @ 5 mark per project Max-30marks
1.2	Experience in preparation of watershed projects/ water conservation plan	20	Projects of value more than INR 10 Crores @ 5mark per project Max-15 marks. Projects of value between INR 5 to 10 Crores @ 2.5 mark per project, Max. 5 marks.
1.3	Experience in watershed projects/ water conservation projects in the forest areas.	10	For each project @ 5 marks subject to Max 10marks.
2	Team Members	30 Marks	
2.1	Team Leader	10	For every additional year of experience @ 1 marks will be given subject to a maximum of 10 marks.
2.2	GIS Technical Expert (1)	10	For every additional three years of experience @ 2.5 marks will be givensubject to max. 10 marks.
2.3	Agricultural / Civil Engineer (1)	5	For additional three years of experience, for each candidate 2.5 marks will be given subject, for two candidates, total would be. 5 marks.
2.5	Forest expert (1)	5	For additional three years of experience foreach candidate,2.5 marks will be given, making a total of 5 marks.
3	Technical Presentation on understanding of the assignment, quality of methodology and work programme to be exhibited through technical presentation.	10	Marks will be awarded on the knowledge of understanding, technical approach and methodology of implementation of plan

12. Financial Evaluation & Selection

The Applicant shall be selected on the basis of Combined Quality cum Cost Based System (CQCBS), whereby Technical Proposal will be allotted weightage of 70% and Financial Proposal will be allotted weightage of 30%. The Proposal with the lowest financial bid per ha. basis shall be given a financial score of 100 and the other proposals shall be given financial scores that are inversely proportionate to lowest Financial Proposal. The total score, both technical and financial, shall be obtained by weighing the quality and cost score and adding them up.

Financial Proposals of only those Applicants who scores at least 65% marks in Technical Proposal evaluation shall be opened and evaluated as per financial evaluation criteria.

13. Annexures

13.1 Annexure 1

Proposal Covering Letter

To,

The Chief Executive Officer,
State Authority, CAMPA
O/o the Principal Chief Conservator of Forests & HoFF,
Odisha, Aranya Bhawan,
Plot No. GD-2/12, Chandrasekharpur,
Bhubaneswar. PIN - 751023

Dear Sir,

We (Name of the Applicant) hereby submit our Proposal in response to notice inviting RFP date and RFP document no. relating to unit no..... and confirm that :

1. All information provided in this Proposal and in the attachments is true and correct to the best of our knowledge and belief.
2. We shall make available any additional information if required to verify the correctness of the above statement.
3. Certified that the period of validity of Proposal is 180 days from the last date of submission of Proposal, and
4. We are quoting for all the services mentioned in the Scope of Work of the RFP.
5. We the Applicants are not under a Declaration of Ineligibility for corrupt or fraudulent practices or blacklisted by any of the Government agencies.
6. PCCF & HoFF, Odisha, may contact the following person for further information regarding this Proposal:
7. Name and full address of office, Contact No., Email ID, Company Name
8. We are submitting our Eligibility criteria Proposal Bid documents and technical documents along with original DD of EMD.

Yours sincerely, Signature

Full name of signatory
Designation
Name of the Applicant Agency etc.

13.2 Annexure II

Format for Power of Attorney

(To be provided in original as part of Technical Proposal (Envelope – 2) on stamp paper of value required under law duly signed by Bidder for the tender)

Dated: _____ POWER OF ATTORNEY

To Whomsoever It May Concern

Know all men by these presents, we (name and registered office address of the Applicant) do hereby constitute, appoint and authorise Mr. (Name of the Person(s)), domiciled at (Address), acting as (Designation and the name of the Agency), as Authorised Signatory and whose signature is attested below, as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Proposal for award of Agreement SELECTION OF AGENCY FOR PREPARATION OF DPR OF SMC WORK UNDER CAMPA, Bhubaneswar involving the deliverables as per agreement with , CAMPA Bhubaneswar, vide Request of Proposal (RFP) Document dated ____, issued by PCCF & HoFF, Odisha including signing and submission of all documents and providing information and responses to clarifications/ enquiries etc. as may be required by PCCF & HoFF, Odisha Bhubaneswar, Government of Odisha or any governmental authority, representing us in all matters before PCCF & HoFF, Odisha, Government of Odisha, and generally dealing with CAMPA Bhubaneswar in all matters in connection with our Proposal for the said Project. We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For..... (Signature)

(Name, Title and Address)

Accept

(Attested signature of Mr.)

(Name, Title and Address of the Attorney)

Notes:

To be executed by the Applicant

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.

Also, wherever required, the executants(s) should submit for verification the extract of the charter documents and documents such as a board resolution / power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the executants(s).

13.3 Annexure-III

Format for Financial Proposal

To be returned in original along with the Proposals (Envelope C)

To,

The Chief Executive Officer,
State Authority, CAMPA
O/o the Principal Chief Conservator of Forests & HoFF,
Odisha, Aranya Bhawan,
Plot No. GD-2/12, Chandrasekharpur,
Bhubaneswar. PIN - 751023

Subject: Selection of Expert Agency for preparation of DPR for SMC works to be taken in forest areas during 2023-24 in forest divisions coming under Unit

Sir,

We, the undersigned, offer to provide the services of agencies for

preparation of DPR for --- Group of areas (I or II or III) for SMC projects to be undertaken under PCCF & HoFF, Odisha for the period 2023-24 and in accordance with your Request for Proposal (RFP) dated -----and our Technical Proposal. Our Financial Proposal for this assignment will be INR exclusive of taxes per ha of forest area. In addition GST as applicable shall be charged separately. All other taxes are included in the quoted fee above.

The detailed costing and no of teams to be engaged is furnished here in the following format over total forest area in unit.

A.

1. Resource Person –
2. No of month of engagement –
3. Total man months –
4. Remuneration / Month –
5. Total Remuneration –

B.

1. No of field evaluator team with no. / team –
2. No of month of engagement –

- 3. Total man month –
- 4. Remuneration/ Month –
- 5. Total remuneration –

- C. Travel Cost details-
- D. Other Costs –
- E. Grand Total –
- F. Cost per Ha. –
- G. GST

Notes:-

The above fee includes all travel, lodging and other out of pocket expenses; Our Financial Proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to termination of the validity period of the Proposal.

We solemnly affirm that we will strictly adhere to the laws against fraud, corruption and unethical practices. It will not be limited to Prevention of Corruption Act, 1988, during the Request for Proposal (RFP) process and execution of the Contract, in case we are awarded the work. We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorised Signature {In full and initials}:

Name and Title of Signatory:

13.4 Annexure-IV

Draft Performance Guarantee

(To be issued by a Bank)

This Deed of Guarantee executed at _____ by _____ (Name of the Bank) having its Head/ Registered office at _____ (hereinafter referred to as —the Guarantor) which expression shall unless it be repugnant to the subject or context thereof include its heirs, executors, administrators, successors and assigns; In favour of DFO concern, having its office at _____, India (hereinafter called — DFO, which expression shall unless it be repugnant to the subject or context thereof include its heirs, executors, administrators, successors and assigns); Whereas M/s _____ an Agency/company/ firm formed under (specify the applicable law) and having its registered office at _____ has been, consequent to conduct and completion of a competitive Request For Proposal (RFP) process in accordance with the letter of requirements document No. dated _____ / _____ /20120 issued by DFO, _____ Government of Odisha, and selected M/s _____(hereinafter referred to as the Applicant) for the Agreement by DFO, Government of Odisha as more specifically defined in the aforementioned Document including statement of work and the Agreement executed between the DFO, Government of Odisha, and the Applicant. The Agreement requires the Applicant to furnish an unconditional and irrevocable Bank Guarantee for an amount of Rs. /-(Rupees _____only) by way of security for guaranteeing the due and faithful compliance of its obligations under the Agreement.

Whereas, the Applicant approached the Guarantor and the Guarantor has agreed to provide a Guarantee being these presents:

Now this Deed witnessed that in consideration of the premises, we, Bank _____ hereby guarantee as follows:

1. The Applicant shall implement the Project, in accordance with the terms and subject to the conditions of the Agreement, and fulfil its obligations there under
2. We, the Guarantor, shall, without demur, pay to DFO, _____ Government of Odisha an amount not exceeding INR _____ (Rupees _____ only) within 7 (seven) days of receipt of a written demand therefore from DFO concern, Government of Odisha, stating that the Applicant has failed to fulfil its obligations as stated in Clause 1 above.
3. The above payment shall be made by us without any reference to the Applicant or any other person and irrespective of whether the claim of the DFO, _____, Government of Odisha is disputed by the Applicant or not.

4. The Guarantee shall come into effect from (Start Date) and shall continue to be in full force and effect till the earlier of its expiry at 1700 hours Indian Standard Time on (Expiry Date) (both dates inclusive) or till the receipt of a claim, from the DFO,, Government of Odisha, under this Guarantee, which is one month after the expiry of performance guarantee, whichever is earlier. Any demand received by the Guarantor from DFO, Government of Odisha prior to the Expiry Date shall survive the expiry of this Guarantee till such time that all the moneys payable under this Guarantee by the Guarantor to DFO,, Government of Odisha.

5. In order to give effect to this Guarantee, DFO, ,, Government of Odisha shall be entitled to treat the Guarantor as the principal debtor and the obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Agreement or other documents by DFO,, Government of Odisha or by the extension of time of performance granted to the Applicant or any postponement for any time of the power exercisable by DFO, ,, Government of Odisha against the Applicant or forbear or enforce any of the terms and conditions of the Agreement and we shall not be relieved from our obligations under this Guarantee on account of any such variation, extension, forbearance or omission on the part of DFO,, Government of Odisha or any indulgence by DFO,, Government of Odisha to the Applicant to give such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

6. This Guarantee shall be irrevocable and shall remain in full force and effect until all our obligations under this guarantee are duly discharged.

7. The Guarantor has power to issue this guarantee and the undersigned is duly authorised to execute this Guarantee pursuant to the power granted under In witness, whereof the Guarantor has set its hands hereunto on the day, month and year first here-in above written. Signed and Delivered by Bank by the hand of Shri its and authorized office.

Authorised Signatory

.....Bank

13.5 Annexure- V

A. Format for Professional Experience Citation as per Technical evaluation criteria clause 9.1.2 (Please use separate table for each criteria 1.1, 1.2., 1.3)

SL No	Name of Project	Start Date: Completion Date:	Eligible Assignment Name & Brief Description of Deliverables	Name of Employer/ Client, Address & Contact No	Approximate Contract fee Value in INR	Detail Description of actual Service Provided by the Agency	Name of the Senior Staff (Project Coordinator/Team Leader involved and function Performed)
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							

Name and Signature of Authorized Signatory

- For each Eligible assignment, the Bidder should indicate the duration of the assignment, the Contract Amount, the amount paid to bidder) and the bidders role and involvement.
- Bidders are expected to provide information in respect of Eligible Assignment
- For each assignment bidder should provide supporting proof of self-attested work order/contract copy/Completion Certificate. Experience as minor Partner will not qualify for evaluation

B. Details of the Professionals Engaged by the Firm to be furnished as per the format given. (As per Pre-Qualification Criteria)

SI No	Name of Employee of firm	Qualification	Designation	Contact
1.				
2.				
3.				
4.				
5.				
6.				
7.				
...				
...				
...				

13.6 Annexure-VI

Bidders Profile & eligible experience

1. Name of the Firm:
2. Year of Establishment:
3. Registered address of Office:
4. PAN:
5. GST Registration No
6. Telephone No. & Fax No:
7. E. Mail Address:
8. Details of Individual who will serve as the point of contact/communication to Employer:
 - a) Name:
 - b) Designation:
 - c) Company:
 - d) Address:
 - e) Telephone No:
 - f) Email Address:
 - g) Fax Number:
9. Particular of Authorized Signatory of Bidder
 - a) Name:
 - b) Designation:
 - c) Address:
 - d) Telephone No.:
 - e) Email Address:
 - f) Fax No:
10. Brief description of background of the firm for this assignment.
11. No. of years of proven experience of providing similar services.
12. Average Annual turnover of the Applicant (in INR) during the last three Financial Years.
13. (Please attach copy of three Audited Financial Statements/Certificate from Statutory Auditor/Chartered Accountant)
 - a) 2019-20
 - b) 2020-21
 - c) 2021-22
14. Details of EMD enclosed---

Signature of Authorized Person and Seal Name & Designation

Date.....

Bidder shall submit self-attested copy of Certification of Incorporation/PAN/GST Registration certificate.

13.7 Annexure-VII

A. Summary of Key Positions

CV OF KEY PERSONNEL

SL No	Position	Name of the Expert	Qualification	Year of Relevant Experience (as required for Key Personnel) in years	Details of Eligible Projects
1	Team leader				
2	GIS Tech. Expert				
3	Agri./ Civil Engineer				
4	SMC Expert/ Watershed Management Expert				
5	Forest/Environment				

A. CV of Key Positions

1	Proposed Position				
2	Name of Farm				
3	Name of Staff				
4	Date of Birth				
5	Nationality				
6	Education	Degree	Institution	Year	
7	Reference	Name: Designation	Cont. No.		Address:
8	Other Training & Publications				
9	Language	Speak	Write	Read	
10	Employment Record				
	Name of the Client	Sector	Position Held	Key Role	Major Responsibility
i					
ii					
iii					

13	<p>Employment Record justifies the task to be performed in this assignment Employer Name & Address with Contact No Detail task assigned as per TOR Details of Projects Handled (to be provided for all the eligible projects)</p>	<p>From : To: Project Duration- Start Date: End Date: Name of Client Involved: Contact No & Address: Scope of Work of the proposed expert involved in the project: Does the Project involve Mineral affected Areas:</p>	Position Held
----	--	---	---------------

(Signature and name of the Key Personnel and authorised signatory of the Bidder)

Notes:

Use separate form for each Key Personnel

CV shall be signed and dated by both the Personnel concerned and by the Authorized Representative of the Bidder firm along with the seal of the firm.

13.8 Annexure-VIII

Unit wise list of Divisions with Forest Area to be taken under SMC activities.
Area to be treated in SMC under CAMPA APO 2023-24

Unit	Circle	Division	Area (ha)
UNIT-I	Angul	Angul	500
		Athmallik	400
		Satkosia WL	300
		Dhenkanal	500
		Athgarh	517
		Cuttack	300
		Total-	2517
	Sambalpur	Sambalpur	500
		Rairakhol	500
		Bargarh	400
		Bamara WL	400
		Total-	1800
	UNIT -I		4317
UNIT-II	BBSR	Khurda	300
		Nayagarh	600
		Total-	900
	Berhampur	Phulbani	700
		Baliguda	700
		Boudh	500
		Gh.South	500
		Gh.North	500
		Parlakhemundi	600
		Total-	3500
UNIT -II		4400	
UNIT-III	Bhawanipatna	Kalahandi(N)	750
		Kalahandi (S)	700
		Subarnapur	500
		Bolangir	800
		Khariar	700
		Sunabeda WL	400
		Total-	3850
	Koraput	Rayagada	600
		Koraput	600
		Jeypore	500
		Nowrangpur	600
		Malkangiri	560
		Total-	2860
UNIT -III		6710	
Grand Total-		15427	

NB : The Forest Blocks wise area for treatment under SMC to be decided by the DFO concerned and shall be communicated to the selected agency to prepare DPR