

Request for Proposal

For

Appointment of a PMC Services for Audio-Visual and Furnishing works at the State Forest Academy, Shyamsundarpur, Bhubaneswar.

BidIdentificationNo.RFP01/CCF, T&D/2024-25

RFP Issued on 01.02.2025

DISCLAIMER

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

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

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

The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense, which may arise from or be incurred or suffered on account of anything contained in this RFP or

otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this selection process.

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

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

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

SECTION: 1

LETTER OF INVITATION

TENDER CALL NOTICE NO.157...../Dt.28.01.2025

INVITATION FOR BIDS THROUGH e-Procurement

Last date and time for submission of tenders:17.00hrs on Date 03.03.2025

The Chief Conservator of Forests (Training & Development), Cuttack on behalf of Principal Chief Conservator of Forests & HoFF, invites item-wise rate bids in Double Cover mode from eligible and experienced agencies for appointing a Design Consultant for Audio-Visual and Furnishing works at the State Forest Academy, Shyamsundarpur, Bhubaneswar.

The Detail NIT is as under:-

Sr.No	Particular	Details
1	Name of the Client	Chief Conservator of Forests (Training & Development), Old Secretariat Building, Cuttack, 753001

2	Name of the Assignment:	PMC Services for Audio-Visual and Furnishing works at the State Forest Academy, Shyamsundarpur, Bhubaneswar.
3	Method of Selection & Proposal Validity	Percentage-Rate tender
4	Date of Issue of RFP	From 01/02/2025 onwards
5	Proposal Due Date	03/03/2025 (17.00hrs.)
6	Date of opening of Technical Proposal	04/03/2025 (11.00hrs.)
7	Date of opening of Financial Proposal	04/03/2025 (16.00 hrs.)
8	Bid Processing Fee (Non-Refundable)	INR11,800/-(Rupees Eleven thousand and eight hundred only) in offline mode.
9	Earnest Money Deposit (EMD)(Refundable)	INR 5,00,000/-(Rupees Five lakh only) in offline mode.
10	Contact Person	Chief Conservator of Forests (Training & Development), Cuttack
11	Address for Submission of Proposal	Mode of Submission: Bids shall be submitted through OFFLINE MODE only. Submission of bid through any other mode and late bid will be rejected.
12	Place of Opening of Proposal	O/O PCCF & HoFF, Odisha Aranya Bhawan, Chandrasekharpur, Bhubaneswar, Odisha
13	Tender Document can be downloaded from: www.odishaforest.in	

- A bidder/consortium will be selected under Item Rate procedure as prescribed in the RFP Document in accordance with the procedures prescribed herewith circulated vide Office Memorandum No. 3723/F, Dated: 30.11.2018 of Finance Department, Govt. of Odisha.
- The proposal, complete in all respects as specified in the RFP Document, must be accompanied by a non-refundable amount of INR 11,800/- (Rupees Eleven thousand and eight hundred only) towards Bid Processing Fee and a refundable amount towards EMD of INR 5,00,000/- (Rupees Five lakh only) as prescribed in the RFP, failing which the bid will be rejected.

The proposal must be submitted as per the details mentioned in this RFP. Submission of proposal through any other mode will be rejected.●

The last date and time for submission of proposal, date of opening of the technical proposal as mentioned in the Bidder Data Sheet. Representatives of the bidders may attend the meeting with due authorization letter on behalf of the bidder.●

This RFP includes the following sections:●

- a. Letter of Invitation [Section–1]
- b. Information to the Bidder [Section–2]
- c. Terms of Reference [Section–3]
- d. Technical Proposal Submission Forms [Section–4]
- e. Financial Proposal Submission Forms [Section–5]

Annexure [Bid Submission Checklist & Performance Bank Guarantee Format and any other relevant assignment related material needs to be provided]

While all information/data given in the RFP are accurate within the consideration of scope of the proposed assignment to the best of the Client’s knowledge, the Client holds no responsibility for accuracy of information and it is the responsibility of the bidder/consortium of consultants to check the validity of information/data included in this RFP. The Client reserves the right to accept/reject any/all proposals/cancel the entire selection process at any stage without assigning any reason thereof.

SECTION:2

INSTRUCTION TO BIDDERS

Eligible Bidders

The bids are invited from a reputed and experienced consultancy firm in accordance with the method of selection specified in the RFP and meeting the following conditions to apply:

Sr.	Eligibility Criteria	Supportive Documents
1.	Bidder must be a State/Central Public Sector Undertaking (PSU).	Certificate of incorporation as per relevant law of Any State/ Central/ PSU
2.	The bidder should have been in the relevant business for more than 5 years from the date of Incorporation on the last date of submission of the proposal. <i>Relevant business means PMC Services for Audio-Visual and Interior Works.</i>	

3.	<p>Bidder should must have completed (during the last 5 Financial Years) at least:</p> <p>i. One(1) contract of similar nature of work not less than INR80.00Lakhs;</p> <p style="text-align: center;">OR</p> <p>ii. Two (2) contracts each of similar of nature work not less than INR50.00Lakhs each;</p> <p style="text-align: center;">OR</p> <p>iii. Three (3) contracts each of similar of nature work not less than INR40.00 Lakhs each</p> <p>Note:</p> <p>1. “Similar nature work shall mean - The bidders shall have experience of PMC Services for Audio-Visual and Interior Work.</p> <p>2. Contract value means - Consultancy fee.</p>	<p>TECH-5,</p> <p>Copies of Work Order/Contract Document and Completion Certificate/Letter of Completion from the Client.</p>
4.	<p>The bidder must have a minimum average annual turnover of INR 50 (Fifty) Crore during the last three financial years i.e., (2021-22, 2022-23, 2023-24).</p>	<p>TECH-3 along with copies of the audited balance sheet and Income & Expenditure Statement duly sealed and certified by the CA and the authorized representative of the bidder/consortium consultants..</p>
5.	<p>Bidder shall furnish an affirmative statement as to the existence of any potential conflict of interest on the part of the bidder due to prior, current, or proposed agreements, engagements, or affiliations with the Client. (Affidavit in non-judiciary stamp paper of ₹100/- sworn in before the Executive Magistrate/Notary Public)</p>	<p>Self-Declaration from the Bidder/Lead consultant as per the format (TECH-6)</p>
6.	<p>The bidders shall submit a Power of Attorney in favour of the bidder’s representative.</p>	<p>Copy of power of attorney Copy of power of attorney (TECH –4)</p>
7.	<p>Undertaking for not having been black-listed by any Central/State Government/Any other autonomous bodies/International & National Organization in last 3 years on the letterhead of the bidder.</p>	<p>Undertaking</p>

Please note that for the purposes of this RFP, consortium/JV is not allowed.

Documents/Formats needs to be submitted along with TECHNICALPROPOSAL:

The bidder has to furnish the following documents duly signed in along with their Technical Proposal:

- a. Filled in Bid Submission Check List in Original (Annexure-I)
- b. Covering letter (TECH-1) on bidder's letterhead requesting to participate in the selection process.
- c. Bid Processing Fee & Earnest Money Deposit (EMD) as applicable
- d. General Details of the Bidder (TECH-2)
- e. Financial Details of the bidder (TECH-3) along with all the supportive documents as applicable duly signed as per the instruction.
- f. Power of Attorney (TECH-4) in favour of the person signing the bid on behalf of the bidder.
- g. List of completed assignments of similar nature (Past Experience Details, TECH-5) along with copies of contracts/work orders/completion certificate from previous Clients.
- h. Self-Declaration regarding Conflict of Interest (TECH-6)
- i. Comments and Suggestions on the Terms of Reference/Scope of Work (TECH-7)
- j. Approach, Methodology & Work Plan to undertake the assignment (TECH-8)
- k. CV of Key Personnel as per TOR (TECH-9)
- l. Undertaking for not having been black-listed by any Central/State Government/Any other autonomous bodies/International & National Organization in the recent past.
- m. Declaration of No involvement in any legal conflicts or any pending legal issues with the Client during last 3 years. (on the letterhead of the bidder)

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

I. Bid Processing Fee:

The bidder must furnish as part of the technical proposal, the required bid processing fee amounting to INR 11,800/- (Rupees Eleven thousand and eight hundred only) in shape of demand draft in favour of Chief Conservator of forests, Training & Development, Cuttack. Proposals received without bid processing fee will be out rightly rejected.

i. II. Earnest Money Deposit (EMD):

The bidder must furnish, as part of the technical proposal, an Earnest Money Deposit (EMD) amounting to INR 5,00,000/- (Rupees Five lakh only) in shape of demand draft in favour of Chief Conservator of Forests, Training & Development, Cuttack. The EMD of unsuccessful bidders shall be refunded after finalization of selection process and award of contract. The EMD of the successful bidder will be released only after furnishing of the required Performance Bank Guarantee (PBG) and signing of the contract. The EMD will be forfeited on account of the following reasons:

The EMD of unsuccessful bidders shall be refunded after finalization of selection process and award of contract. The EMD of the successful bidder will be released only after furnishing of the required Performance Bank Guarantee (PBG) and signing of the contract. The EMD will be forfeited on account of the following reasons:

Bidder withdraws its proposal during the bid validity period as specified in RFP Bidder does not respond to requests for clarification of its proposal. Bidder fails to provide required information during the evaluation process or is found to be non-responsive or has submitted false information in support of its qualification. If the bidder fails to:

- provide any clarifications to the Client•
- agrees to the decisions of the contract negotiation meeting•
- sign the contract within the prescribed time period•
- furnish required Performance Bank Guarantee in time. •

Any other circumstance which holds the interest of the Client during the overall selection process.

ii. Validity of the Proposal:

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

iii. **Pre-Proposal Queries/Pre-Proposal Meeting:**

Not applicable.

iv. **Documents Comprising the Bid**

The proposals to be submitted by the bidders shall be in two separate parts, Technical Proposal & Financial Proposal. The Proposal shall be submitted in separate covers as under: Part 1 - Technical Proposal and Part 2 – Financial proposal (to be submitted through Registered Post/ Speed post/ In Person only)

Cover 1, the “Technical Proposal” should have the following documents:

- a. Filled in Bid Submission Check List in Original (Annexure-I)
- b. Covering letter (TECH-1) on bidder’s letterhead requesting to participate in the selection process.
- c. Copy of Bid Processing Fee & Earnest Money Deposit (EMD) as applicable
- d. General Details of the Bidder (TECH-2)
- e. Financial Details of the bidder (TECH-3) along with all the supportive documents as applicable duly signed as per the instruction.
- f. Power of Attorney (TECH-4) in favour of the person signing the bid on behalf of the bidder.
- g. List of completed assignments of similar nature (Past Experience Details, TECH-5) along with copies of contracts/work orders/completion certificate from previous Clients.
- h. Self-Declaration regarding Conflict of Interest (TECH-6)
- i. Comments and Suggestions on the Terms of Reference/Scope of Work (TECH-7)
- j. Approach, Methodology & Work Plan to undertake the assignment (TECH-8)
- k. CV of Key Personnel as per TOR (TECH-9)
- l. Undertaking for not having been black-listed by any Central/State Government/Any other autonomous bodies/International & National Organization in the recent past.
- m. Declaration of No involvement in any legal conflicts or any pending legal issues with the Client during last 3 years. (on the letterhead of the bidder)

Part 2 - Financial Proposal

The Cover-2, the “Financial Proposal,” should be submitted as per the format for Financial Bid given in this RFP. a. Submission of Bids (Offline submission)

Cover-I: Technical Proposal: To be opened on the scheduled date and time.

Cover-II: Financial Proposal: Not to be opened except with approval of the Authority.

The contents of the “Technical Proposal” and “Financial Proposal” shall be as specified in Section 2 of ITB.

Note:

- a. Bids shall be submitted through offline mode only. The authority shall not take any cognizance and shall not be responsible for delay/loss in transit or non-submission of the Bid in time.
- b) The Scope of Work to be carried out by the Selected Firm is detailed in Section 3. The Bidders are required to quote for the entire scope of work detailed in Section 3, failing which the Bid will not be considered for evaluation.

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

v. **Opening of the proposal:**

TECHNICAL PROPOSAL Bids shall be received only ‘Offline’ on or before dt. 03.03.2025 up to 5.00 PM.

FINANCIAL PROPOSAL only of the technically qualified bidders will be opened after completion of technical evaluation stage. The date and time for opening of the financial proposal will be on dt 04.03.2025. Bidders who participated in the bid can witness the opening of bids. If the office happens to be closed on the last date of sale and receipt of the bids as specified, the bids will be opened on the next working day at the same time and venue.

vi. **Evaluation of Proposal**

The evaluation and selection of Agency shall be made following (CQCBS) procedure which is described in forgoing para.

- a. The officer authorized to open the tender shall sign and number on each page of the documents and furnish a certificate that “the documents as available in the packet containingnos. of pages”.
- b. The Officer Inviting Tender may ask for any other document of historical nature during Technical Evaluation of the tender. Provided in all such cases, furnishing of any

document in no way alters the bidder's price bid. Non-submission of legible documents may render the bid non-responsive. The authority inviting bid may reserve the right to accept any additional document.

- c. The bidders will respond in not more than 7 days of issue of the clarification letter, failing which the bid of the bidder will be evaluated on its own merit.
- d. The Technical evaluation of all the bids shall be carried out as per the information furnished by the Bidders. But evaluation of the bid does not exonerate the bidders from checking their original documents
- e. The Procurement Officer-Evaluators will evaluate bid and finalize list of responsive bidders.
- f. Opening of price bid and evaluation of lowest bidder is subject to satisfaction of other qualification information.
- g. The Financial Bid will be opened on the notified date & time in the presence of bidders or their authorized representative who wish to be present.
- h. At the time of opening of "Financial Bid", the names of the bidders whose technical bids were found responsive will be announced and the bids of only those bidders will be opened. The remaining bids will be rejected.
- i. The responsive bidders' name, the bid prices, the item wise rates, the total amount of each item in case the item rate tender and percentage above or less in case of percentage rate tenders will be announced.
- j. The responsive bidders' name, the bid prices, the item wise rates, the total amount of each item in case the item rate tender and percentage above or less in case of percentage rate tenders will be announced.
- k. The Financial bid of the bidders shall be opened one by one by the designated officers.
- l. Procurement Officer-Openers shall sign on each page of the BOQ and the Comparative Statement and furnish a certificate to that respect.

xx. Proposal documents 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. In case the applicant is under Non-Disclosure Agreement (NDA) with the client, a certificate from the client with respect to contract price and duration of the project is to be submitted for consideration in technical evaluation.
- iii. The total maximum point for evaluation of Technical Proposal is 100 marks and scores would be assigned based on the parameters set out in the table below:

Technical Evaluation Criteria: (Format in Annexure -V)

Total 100 Marks (70% is the qualifying mark)

Sl. No	Evaluation Criteria	Scoring Methodology	Maximum Marks
1.	Experience in Business of Construction/ Furnishing/ etc. as on 01.12.2024.	<ul style="list-style-type: none">• 5 Years = 15 marks• Additional years, 1 mark/ Year, Max-5 Years	20
2.	Contract Value of Assignment Awarded in last 5 years	<ul style="list-style-type: none">• 1 Contract- >= 80 LakhOr 2 Contract- >= 50 LakhOr 3 Contract- >= 40 Lakh = (Mark-15) Additional value upto 10 lakh 1 mark and subsequent value multiple of 10 lakh Max- 5 marks.	20
3.	Average Turnover during last five years	Rs. 50.00 Crore – 15 Marks Additional 10.00 Crore 1 mark and subsequent turn over of upto 50.00 Crore – Max. 5 Marks.	20
4.	Key Personnel	Engineers with B. Tech/ BE of 2 years minimum experience i. Civil Engineer – 1 No ii. Electrical – 1 No iii. Architect – 1 No (All above 3 personnel 15 marks)	15
5.	Approach and Methodology	<ul style="list-style-type: none">• Description Technical approach and methodology – 10 marks.• Technical Presentation – 15 marks.	25
Total-			100

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 80% and Financial Proposal will be allotted weightage of 20%. The Proposal with the lowest bid 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 score at least 70% marks in Technical Proposal Evaluation shall be opened and evaluated as per Financial Evaluation criteria.

Formula for Final Selection

The Combined Quality and Cost Based Selection (CQCBS) method will be followed during the overall selection process. Based on the evaluation of technical proposal, the technically qualified bidders shall be ranked highest to lowest Technical Score (ST) in accordance to the marks obtained during the technical evaluation stage. There shall be 80% weight-age to technical score and 20% weightage to financial score.

The individual bidder’s financial score (SF) will be evaluated as per the formula given below:

$$SF = [F_{min} / F_b] * 100 \text{ (rounded off to 2 decimal places)}$$

Where;

SF= Normalized financial score of the bidder under consideration

Fmin= Lowest financial quote among the technically qualified bidders

Fb= Financial quote of the bidder under consideration

$$\text{Combined Score (S)} = ST * 0.8 + SF * 0.2$$

Where ST = Technical score secured by the bidder SF =

Financial score secured by the bidder

The bidder securing the highest evaluated **Combined Score (S)** will be awarded the contract observing due procedure. For the purpose of evaluation, the total evaluated cost shall be inclusive of all taxes & duties for which the Client will make payment to the Agency including overhead expenses, such as travel, accommodation, logistics, training/ workshop, preparation of reports/ formats, printing & other secretarial expenses etc.

Combined Score of the bidders for the bid shall be worked out as under:

Bidder	Technical Score (ST)	Financial Score (SF)	Weighted Technical Score (80% of ST)	Weighted Financial Score (20% of SF)	Combined Score (F=D+E)
A	B	C	D	E	F

--	--	--	--	--	--	--

vii. **Performance Bank Guarantee (PBG):**

Within 7 days of notifying the acceptance of a proposal for award of contract, the qualified bidder shall have to furnish a Performance Bank Guarantee amounting to Rs.10.00 Lakh from a scheduled commercial bank situated in Bhubaneswar in favour of “Chief Conservator of forests, Training & Development, Cuttack”, as per the format at Annexure-II, for a period of three months beyond the entire contract period (i.e. PBG must be valid from the date of effectiveness of the contract to a period of 6 months beyond the contract period) as its commitment to perform services under the contract. Failure to comply with the requirements shall constitute sufficient grounds for the forfeiture of the PBG. The PBG shall be released immediately after three months of expiry of contract provided there is no breach of contract on the part of the qualified bidder. No interest shall be paid on the PBG.

viii. **Contract Negotiation:**

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

ix. **Award of Contract:**

After completion of the contract negotiation stage, the Client will notify the successful bidder in writing by issuing an offer letter for signing the contract and promptly notifying all other bidders about the result of the selection process. The successful bidders will be asked to sign the contract after fulfilling all formalities within 10 days of issuance of the offer letter. After signing of the contract, no variation or modification of the terms of the contract shall be made except by written amendment signed by both the parties. The contract will be valid for 8 (Eight) months from the date of effectiveness of the contract and will be extended on mutual consent. The rate quoted by the bidder is valid for 8 months and the authority will use this rate to assign further work to the selected bidder on proportionate basis and in this case no ceiling is applicable to the contract.

x. **Conflict of Interest:**

Conflict of interest exists in the event-of:

(i) Conflicting assignments, typically monitoring and evaluation/environmental assessment of the same project by the eligible bidder;

(ii) Consultants, agencies or institutions (individuals or organizations) who have a business or family relation with the Client directly or indirectly; and

(iii) Practices prohibited under the anti-corruption policy of the Government of India and Government of Odisha.

The bidders are to be careful so as not to give rise to a situation where there will be any conflict of interest with the Client as this would amount to their disqualification and breach of contract.

xi. **Disclosure:**

a. Bidders have an obligation to disclose any actual or potential conflict of interest. Failure to do so may lead to disqualification of the bidder or termination of its contract.

- Bidders must disclose if they are or have been the subject of any proceedings (such as blacklisting) or other arrangements relating to bankruptcy, insolvency or the financial standing of the Bidder, including but not limited to appointment of any officer such as a receiver in relation to the Bidder's personal or business matters or an arrangement with creditors, or of any other similar proceedings.

b. Bidders must disclose if they have been convicted of, or are the subject of any proceedings relating to:

- a criminal offence or other serious offence punishable under the law of the land, or where they have been found by any regulator or professional body to have committed professional misconduct;
- corruption including the offer or receipt of an inducement of any kind in relation to obtaining any contract;
- failure to fulfill any obligations in any jurisdiction relating to the payment of taxes or social security contributions.

xii. **Anti-corruption Measure:**

xii.

- a. Any effort by Bidder(s) to influence the Client in the evaluation and ranking of financial proposals, and recommendation for award of contract, will result in the rejection of the proposal.
- b. A recommendation for award of Contract shall be rejected if it is determined that the recommended bidder has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question. In such cases, the Client shall blacklist the bidder either indefinitely or for a stated period of time, disqualifying it from participating in any related bidding process for the said period.

xiii. **Language of Proposals:**

The proposal and all related correspondence exchanged between the bidder and the Client shall be written in the English language. Supporting documents and printed literature that are part of the proposal may be in another language provided they are

accompanied by an accurate translation of the relevant passages in English with self-certification for accuracy, in which case, for the purposes of interpretation of the Proposal, the translated version shall govern.

xiv. **Cost of bidding:**

The Bidder shall bear all costs associated with the preparation and submission of its proposal. The Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. Bidder/s is/are not allowed to submit more than one proposal under the selection process. Alternate bids are also not allowed.

xv. **Legal Jurisdiction:**

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

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

The schedule given for delivery is to be strictly adhered to in view of the strict time schedule. Any unjustified and unacceptable delay in delivery shall render the bidder liable for liquidated damages, and thereafter, the Client holds the option for cancellation of the contract for pending activities and to complete the same from any other agency. The Client may deduct such sums from any money in their hands due or become due to the bidder. The payment or deduction of such sums shall not relieve the bidder from their obligations and liabilities under the contract. The rights and obligations of the Client and the bidder under this contract will be governed by the prevailing laws of the Government of India/Government of Odisha. Failure on the bidder's part to furnish the deliverables as per the agreed timeline will enforce a penalty at 1% per week, subject to a maximum of 10% of the total contract value. The amount will be deducted from the subsequent payment. In addition, the PBG amount shall also be forfeited. The decision of the authority placing the contract, whether the delay in development has taken place on account of reasons attributed to the bidder, shall be final.

xvii. **Confidentiality:**

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

xviii. **Amendment of the RFP Document:**

At any time before submission of proposals, the Client may amend the RFP by issuing an addendum through <Name of the Department> Department website. Any such addendum will be binding on all the bidders. To give bidders reasonable time in which to take an addendum

into account in preparing their proposals, the Client may, at its discretion, extend the deadline for the submission of the proposals.

xix. **Client's right to accept any proposal, and to reject any or all proposal(s):**

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

xx. **Copyright, Patents and Other Proprietary Rights:**

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

xxi. **Force Majeure:**

For purpose of this clause, "Force Majeure" means an event beyond the control of the agency and not involving the agency's fault or negligence and not foreseeable. Such events may include, but are not restricted, wars or revolutions, fires, floods, riots, civil commotion, earthquake, epidemics or other natural disasters and restriction imposed by the Government or other bodies, which are beyond the control of the agency, which prevents or delays the execution of the order by the agency. If a force Majeure situation arises, the agency shall promptly notify Client in writing of such condition, the cause thereof and the change that is necessitated due to the condition. Until and unless otherwise directed by the Client in writing, the Agency shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The agency shall advise Client in writing, the beginning and the end of the above causes of delay, within seven days of the occurrence and cessation of the Force Majeure condition. In the event of a delay lasting for more than one month, if arising out of causes of Force Majeure, Client reserves the right to cancel the contract without any obligation to compensate the agency in any manner for whatsoever reason.

xxii. **Failure to agree with Terms and Conditions of RFP**

Failure of the successful agency to agree with terms and conditions of RFP shall constitute sufficient ground for annulment of the award and the award of contract shall be made to the next best value agency or call for new proposal from interested agencies.

xxiii. **Settlement of Dispute:**

In the case of dispute arising upon or in relation to or in connection with the contract between the Authority and the Consultant, which has not been settled amicably, the same shall be resolved or settled by way of arbitration by the sole arbitrator to be appointed by Principal Chief Conservator of Forests & HoFF and the decision of the arbitrator shall be final & binding on

both the parties. The arbitration shall be held in accordance with the provisions of Arbitration and Conciliation Act 1996 and the place of arbitration shall be only at Bhubaneswar.

xxiv. **Disqualification of Proposal:**

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

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

xxv. **Liability:**

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

xxvi. **Indemnity:**

The Consultant at all times during the pendency of this agreement, keep the Government/Authority Indemnified to an amount not exceeding the total fees payable to the consultant under this agreement.

SECTION:3

TERMS OF REFERENCE (ToR)

1. Introduction

2. Project Background:

Appointment of PMC Services for Audio Visual & Furnishing Items at State Forest Academy at Shyamsundarpur, Bhubaneswar ”.

3. Bid Purpose:

The purpose of this bid is to engage a highly qualified and experienced Design Consultant to provide specialized consultancy services for the design, planning, and execution of audio-visual systems and furnishing solutions. The scope includes ensuring state-of-the-art infrastructure and high-quality furnishings and audio visual system at the State Forest Academy located in Shyamsundarpur, Bhubaneswar. The selected consultant will play a crucial role in enhancing the functionality, aesthetics, and technological capabilities of the Academy's facilities to create an efficient and inspiring environment for training, meetings, and other professional activities.

4. Brief Scope of Work:

I. Preparation of Design & Estimate of Audio Visual & Furnishing works in consultation with the client on specification, make & quantity etc.

II. Preparation of tender documents for execution of above works.

III. Invite tender and complete the bidding process as per prevailing procedures within 2 months from the date of signing of agreement.

IV. Supervise the work and furnish completion report.

V. The agency is expected to design and for execution of furnishing and installation of audio-visual systems in State Forest Academy.

VI. The agency shall be allowed to visit the site for the purpose of development of design and preparation of estimate.

VII. After vetting of estimate by PCCF & HoFF, the agency will prepare tender document and furnish a copy.

VIII. The Agency will invite tender for the work on behalf of PCCF & HoFF. Representative of PCCF & HoFF will be a member of the Tender committee.

IX. The agency shall keep liaison with Govt. and client for any clarification / compliance at any stage during contract period and attend the maintenance of installations for a period of 1Year from the date of completion of assignment.

X. The Agency will supervise the work and furnish the completion certificate.

5. Delivery and Payment Schedule

Payment modalities will be as per Government provisions.

Sl. No.	Stages of work	Fee in %
1	On submission of Detail estimate & drawings	20% of quoted fees
2	Tender finalization and award of LoA	20% of quoted fees
3	On execution	40% of quoted fees
4	On commissioning and handing over	20% of quoted fees

SECTION:4

TECHNICAL PROPOSAL SUBMISSION FORMS

TECH-1

COVERINGLETTER

(ON BIDDER'S LETTERHEAD)

[Location, Date]

To

PCCF & HoFF

.....
.....

WHEREAS (Name and address of the Consultant) (hereinafter called “the Consultant”) has undertaken, in pursuance of RFP No dated to undertake the service (description of services) (hereinafter called “the contract”).

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

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

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

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

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

Name and Designation:

Address of Bidder:

TECH-2

Bidder's Organisation (General Details)

Sr.	Description	Full Details
1	Name of the Bidder/Consortium	
2	Address for communication: Tel:Fax:Email id:	
3	Name of the authorized person signing & submitting the bid on behalf of the Bidder: Mobile No.: Email id:	

4	Registration/Incorporation Details Registration No: Date & Year.:	
5	Local office in Odisha If Yes, Please furnish contact details	Yes/No
6	Bid Processing Fee Details Amount: Date: Name of the Bank:	
7	EMD Details Amount: Date: Name of the Bank:	
8	PAN Number	
9	Goods and Services Tax Identification Number (GSTIN)	
10	Willing to carry out assignments as per the scope of work of the RFP.	YES
11	Willing to accept all the terms and conditions as specified in the RFP.	YES

Authorized Signatory [In full and initials]:

Name and Designation with Date and Seal:

TECH-3

Bidder Organisation(Financial Details)

Financial Information in INR				
Details	FY2021-22	FY2022-23	FY2023-24	Average
Consulting Turnover (in Lakh)				

Supporting Documents:

Audited certified financial statements for the last 3 FYs (Submission of copies of Income & Expenditure Statement and Balance Sheet for the respective financial years is mandatory along with this form).

Filled in information in this format must have to be jointly certified and sealed by the CA and the authorized representative of the bidder and to be furnished in original along with the technical proposal failing which the proposal will be outrightly rejected. No scanned copy will be entertained.

Signature and Seal of the Company Auditor with Date in original

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

Communication Address of the Bidder:

TECH-4

FORMAT FOR POWER OF ATTORNEY

(On Bidder's Letter-Head)

I, the (Designation) of (Name of the Organisation) in witness where of certify that <Name of person> is authorized to execute the attorney on behalf of <Name of Organisation>, <Designation of the person> of the company acting for and on behalf of the company under the authority conferred by the <Notification/Authority order no.> Dated <date of reference> has signed this Power of attorney at <place> on this day of <day><month>,<year>.

The signatures of <Name of person> in whose favour authority is being made under the attorney given below are hereby certified.

Name of the Authorized Representative:

(Signature of the Authorized Representative with Date)

CERTIFIED:

Signature, Name & Designation of person executing attorney:

Address of the Bidder:

TECH-5

(BIDDER'S PAST EXPERIENCE DETAILS)

Table-1(List of <Nos> completed assignments only of similar nature**in any sector during last <Nos> years)

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

Authorized Signatory [In full and initials]:

Name and Designation with Date and Seal:

Note: Bidders are requested to furnish the list limited to <Nos> assignments of similar undertaken during the last <Nos> Financial Years (to be decided accordingly) as per the above prescribed format only. Information not conforming to the above format will be treated as non-responsive. Copies of the Work order/Contract Document/Completion Certificate from the previous Clients need to be furnished along with the above information.

TECH-6

INFORMATION REGARDING ANY CONFLICTING ACTIVITIES AND DECLARATION THEREOF

Are there any activities carried out by your agency which are of conflicting nature as mentioned in Section 2: [Information to the Bidder] under Eligibility Criteria: Para (5). If yes, please furnish details of any such activities.

If no, please certify,

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

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

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

Communication Address of the Bidder:

TECH-7

COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE/ SCOPE OF WORK

[The Agency needs to present and justify in this section, if any modifications to the Terms of Reference he is proposing to improve performance in carrying out the assignment (such as deleting some activity considering unnecessary, or adding another, or proposing a different phasing of the activities/study process modifications). Such suggestions should be concise and to the point, and incorporated in the technical proposal. Modification/suggestion will not be taken into consideration without adequate justification. Any change in manpower resources will not be taken into consideration.]

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

Communication Address of the Bidder:

TECH-8

Approach, Methodology & Work Plan to undertake the assignment

TECH-9

CV of Key Personnel as per ToR

SECTION:5

**FINANCIAL PROPOSAL SUBMISSION
FORMS**

FIN-1

COVERING LETTER

(In Bidder's Letter Head)

[Location, Date]

To,

The PCCF,

.....

Subject: SELECTION OF CONSULTANCY FIRM FOR PMC Services for Audio-Visual and Furnishing works at the State Forest Academy, Shyamsundarpur, Bhubaneswar [FINANCIAL PROPOSAL]

Sir,

I, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal No. [Insert No.], Dated: [Insert Date]. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures*].

The above-quoted amount is inclusive of the taxes applicable as per the GST Act. I do hereby undertake that, in the event of acceptance of our bid, the services shall be provided in respect to the terms and conditions as stipulated in the RFP document.

Our financial proposal shall be binding upon us, subject to the modifications resulting from contract negotiations, up to the expiration of the validity period of the proposal of 180 Days. I have carefully read and understood the terms and conditions of the RFP and do hereby undertake to provide the service accordingly.

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

I remain,

Yours faithfully,

Authorized Signatory [In full and initials]

Name and Designation of Signatory with Date and Seal:

Address of the Bidder:

Amount must match with the one indicated in Fin-2.

Note:

1. Just for reference, bidders are required to fill Fees in Tender BoQ only and shall not indicate this in any manner in the Technical Bid; else it will lead to disqualification of the bid.

FIN – 2 (Appendix D)

SUMMARY OF COST ESTIMATES & FEE QUOTED

Sr.	Description	%age (Excluding GST)
1	Comprehensive price for PMC Services for carrying out the works for Audio-Visual and Furnishing works at the State Forest Academy, Shyamsundarpur, Bhubaneswar.	
Total		

Total Costs in words:

Note:

Just for reference, bidders are required to fill Fees in Tender BoQ only and shall not indicate this in any manner in the Technical Bid, else it will lead to disqualification of the bid.

SECTION:6

BID SUBMISSION CHECKLIST

Sr.	Description	Submitted (Yes/No)	Page No.
TECHNICAL PROPOSAL			
1	Filled in Bid Submission Check List(ANNEXURE-I)		
2	Covering Letter(TECH-1)		
3	Bid Processing Fee of Rs.11,800/- as prescribed in the RFP		
4	Rs.5,00,000/- as prescribed in the RFP		

5	General Details of the Bidder (TECH-2)		
6	Financial details of the bidder (TECH-3) along with all the supportive documents such as copies of Profit– Loss Statement and Balance Sheet for the concerned period		
7	Power of Attorney (TECH-4) in favour of the person signing the bid on behalf of the bidder.		
8	List of completed assignments of similar nature(Past Experience Details)(TECH-5) alongwith the copies Of work orders for the respective assignments		
9	Self-Declaration on Potential Conflict of Interest (TECH-6)		
10	Undertaking for not have been black-listed by any Central/ State Govt./any Autonomous bodies during its business career.		
11	Undertaking for not have been black-listed by any Central/ State Govt./ any Autonomous bodies during its business career.		

Undertaking:

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

Authorized Signatory [In full and initials]:

Name and Designation with Date and Seal: