



**DISTRICT MINERAL FOUNDATION TRUST.
ANGUL**

District: Angul, Odisha, Pin: 759122

E-mail: dmfangul@gmail.com

Office Ph. No.: 06764-230745



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ଶେଷ ସମାଜର ସୁଧାର ଓ କଲୋକାଳ ସମାଜର ସୁଧାର
Development and Welfare of Mining Affected Areas & People

Notice No: 1099 (DMFT)

Dt: 20/12/2025

EXPRESSION OF INTERESTS (EOI)

Empanelment of Central / State Public Sector Undertakings (PSUs) for carrying out various Civil Works to be executed by District Administration, Angul under District Mineral Foundation Trust (DMFT), Angul.

The District Administration, Angul invites Expression of Interests (EOI) from Central/ State Level Public Sector Undertakings (CPSUs/SPSUs) to be associated as Collaborative Partner Organization (CPO) for execution of various Infrastructural Development works executed by District Administration under DMFT, Angul. The contract will be initially for a period of 03 years which can be extended for further period/s based on mutual consent of both the parties as per the requirement.

Interested Central / State Level Public Sector Undertakings (PSUs) are requested to download the Expression of Interest (EOI) documents from the District website <https://angul.odisha.gov.in/en> available from 22/12/2025. Queries pertaining to the EOI document can be sent to the DMF Cell in the mail ID - dmfangul@gmail.com by 31/12/2025 (up to 05.30 P.M.).

The last date for receipt of the Eols is 10/02/2026. All the Eols must be sent to the O/o – **The Chief Executive, District Mineral Foundation Trust, Angul, AT - Red Cross Bhawan, Collectorate Campus, Angul, Odisha, Pin-759122** through Regd./ Speed Posts only during office hours. No other mode of submission of the EOI will be accepted.

Collector & Chairperson-cum-
Managing Trustee, DMFT, Angul

Memo No: 1100 Date: 20/12/2025

Copy forwarded to the DIO, NIC, Angul/ District e-Governance Manager, OSWAN, Angul for information. They are instructed to webhost the Expression of Interest (EOI) & Bid Documents for the period from 22/12/2025 to 10/02/2026 on the District website for wide publication & circulation.

Collector & Chairperson-cum-
Managing Trustee, DMFT, Angul

Memo No: 1101 Date: 20/12/2025

Copy forwarded to the ADM, Angul / All Sub-Collectors/ All BDOs/ All Tahasildar/ All Executive Officer, ULBs for information. They are requested to display the EOI notice on their office notice board for wide publication & circulation.

Collector & Chairperson-cum-
Managing Trustee, DMFT, Angul

Notice No: 1099 (DMFT) / Dt: 20/12/2025



GOVERNMENT OF ODISHA

DISTRICT MINERAL FOUNDATION TRUST (DMFT), ANGUL,

Expression of Interest (EOI)

For

**SELECTION OF CENTRAL/ STATE PUBLIC SECTOR UNDERTAKING (PSUs)
FOR PROVIDING PROJECT MANAGEMENT CONSULTANCY (PMC)
SERVICES FOR CONSTRUCTION & DEVELOPMENT OF VARIOUS
BUILDINGS, INCLUDING EXTERNAL DEVELOPMENT WORKS CARRYING
OUT VARIOUS CIVIL WORKS TO BE EXECUTED BY
DISTRICT ADMINISTRATION, ANGUL.**

**District Mineral Foundation Trust (DMFT)
Redcross Bhawan, Collector's Office Campus, Angul
District – Angul, Odisha, Pin-759122
Telephone No. – (06764) - 230745
E – Mail ID: dmfangul@gmail.com**

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DISCLAIMER

Though adequate care has been taken in the preparation of this document, henceforth referred to as the Request for Proposal document or the EoI document, the Applicants should satisfy themselves that the document is complete in all respects. Intimation of discrepancy, if any should be made to the DMF Cell latest by 31st December' 2025. If no such intimation is received by the said deadline, it shall be deemed that the applicant is satisfied that the document is complete in all respects.

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

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

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

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

Any dispute arising out of this EoI document shall be subject to the jurisdiction of the Subordinate Courts at Angul and the Hon'ble High Court of Odisha.

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

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

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

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



Schedule of invitation of Eol:

Date of Issuance of Eol	22/12/2025
Last date for submission of pre – bid query, if any	31 st December' 2025 up to 5.30 P.M.
Pre – Bid Clarification Meeting, if required at Zilla Parishad Conference Hall	06 th January 2025 at 11.30. A.M.
Clarification to Pre- Bid Queries, if any	09 th January 2025 to be published in District Website at www.angul.odisha.gov.in
Last date and time of submission / Receipt of Eol document from the intended bidders	<u>10th February 2026 up to 5.30 P.M.</u>
Address for submission of Eol Document	O/o – The Chief Development Officer, ZP – cum – Chief Executive, District Mineral Foundation Trust (DMF Cell), AT – Red corss Bhawan, Collectorate Campus, Angul, Odisha, PIN – 759122.
Date and time for opening of Eol document	<u>12th February' 2026</u> (11.30 A.M.) at 3 rd Floor Conference Hall, Collectorate Building, Angul

NOTE:

1. Please address all queries and correspondence to the **Chief Development Officer-cum-EO, ZP – cum – Chief Executive, DMFT, Angul**. It is requested that, the queries of the bidders if any should be submitted through e-mail to dmfangul@gmail.com latest by **31st December 2025 (05.30 P.M.)**.
2. Please quote EOI Ref. Number in all your correspondence.



LETTER OF INVITATION

District Mineral Foundation Trust (DMFT), Angul Invites Expression of Interest (EOI) for Empaneling Central/ State Public Sector Undertaking (PSU) as Executing Agency/ Project Management Consultant for the Management & Supervision with Architectural Services & Execution of Projects/ Works in Angul District (with reference to the detailed ToR as stated in the bid document) for a Period of 03 years (extendable up to two years (1 +1)).

The detail of the EOI can be downloaded from the District website www.angul.odisha.gov.in from **22.12.2025** to **10.02.2026**.

A Non-refundable **Bid Document Cost** of **₹ 10,000/- (Rupees Ten Thousand) only** in shape of **Demand Draft (DD)** made in favour of the Collector& Chairperson -cum-Managing Trustee, DMFT, Angul from any scheduled nationalize bank & **Ernest Money Deposit (EMD)** for an amount worth **₹ 10,00,000/- (Rupees Ten Lakh) only** in shape of Minimum **03 years Bank Guarantee** duly pledged in favour of the Collector& Chairperson -cum-Managing Trustee, DMFT, Angul from any nationalized Bank must accompany with the bid documents.

Cost of the Project/s to be awarded will subject to requirement and availability of Funds	To be decided by Board of Trustee / Collector & Chairperson – cum – Managing Trustee, DMF, Angul
Initial Deposit(EMD):	₹ 10,00,000/- in shape of Min. 03 years Bank Guarantee from any nationalized Bank duly pledged in favour of “ Collector & Chairperson - cum - Managing Trustee, DMFT, Angul ” from any Nationalized Bank .
Cost of Tender Document (Non Refundable):	₹ 10,000/- in shape Demand Draft (D.D) made in favour of “ Collector & Chairperson -cum-Managing Trustee, DMFT, Angul ” from any Scheduled Commercial Bank payable at Angul
Last date of Submission of EOI	10th February 2026 up to 5.30 P.M.
Date of Opening of EOI	12th February’ 2026 (11.30 A.M.)
Venue for opening of EOI	3 rd Floor Conference Hall, Collectorate Building, Angul, Odisha, PIN-759122
Mode of Submission of EOI	Through Registered/ Speed Posts only



INFORMATION TO BIDDERS (ITB)

Background of the Client:

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

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

1. Bid Schedule:

EOI Notice No:	
Client	District Mineral Foundation Trust (DMFT), Angul & District Administration, Angul
Scope of the Work	Project Management & Supervision with Architectural Services for Execution of Projects/ Works in Angul District (Detailed ToR stated in the bid document)
Place of Work	Under the Jurisdiction of Angul District
Inviting Authority	Collector-cum-Managing Trustee, District Mineral Foundation Trust (DMFT), Angul, Odisha (OD)
Method of selection through	Quality and Cost Based Selection (QCBS)
Period of Contract	Three (03) years from the date of MoU (Further extendable upto 02 years in stretch of 01 year each with mutual consent and on the basis of satisfactory performance)
<u>Last Date & Time for submission of EOI</u>	10/02/2026 up to 05.30 PM though Regd./ Speed Posts only addressed to The CDO, ZP – cum – Chief Executive, District Mineral Foundation Trust (DMFT), Angul, At- Red Cross, Bhawan, Collectorate Campus, Angul Town, Angul, Odisha, Pin- 759122 (OD)
Last date for submission of Pre-Bid query through email id – dmfangul@gmail.com	31/12/2025 upto 05.30 PM. Any pre-bid queries received after the date & time mentioned will not be entertained.

Pre-Bid Meeting	06/01/2026 at 11.30 AM at the 3 rd Floor Conference Hall of Collectorate office Building, Angul Town, Angul, Odisha (OD)
Issue of Pre-Bid Clarification/ Corrigendum	09/01/2026 through District website www.angul.odisha.gov.in
Date and time of opening of the Technical Bid of EOI	12/02/2026 at 11.30 AM at 3 rd Floor Conference Hall of Collectorate office Building, Angul Town, Angul, Odisha (OD)
Date of Presentation (under stage B) by the eligible bidders after technical evaluation as per Stage-A	Presentation by eligible bidder on 17/02/2025 at 11.30 AM which is to be done by Technically eligible bidders i.e. Stage-B
Date & time of opening the Financial Bid of qualified bidders	To be declared later after technical Evaluation (Stage-A & Stage-B) (Information will be uploaded on the District website) www.angul.odisha.gov.in
Corrigendum/ Clarification (if any) related to EOI	Will be uploaded on www.angul.odisha.gov.in
Contact Person for Communication/ clarification (if any)	CDO-cum-EO, Zilla Parishad-cum-Chief Executive, DMFT, Angul, Odisha Tele. No – 06764-230745/E – mail Id: dmfangul@gmail.com

Bid Conditions:

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

informed themselves of local conditions and take these into account while preparing their bids. The District Administration shall not be responsible for any occurrence of loss due to lapse of the same.

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

ix) In adherence to Finance Department, Govt of Odisha Letter No- 25217 Dt- 30.07.2018, the maximum supervision/overhead charges has been fixed to 8% (of actual expenditure). However, an incentive of additional 2% overhead/ supervision Charges will be allowed for timely completion at the discretion of the Authority. Any PSU quoting more than this 8% supervision / overhead charges are liable to be disqualified for further evaluation process in this EOI.

Scope of Work for the PSU:

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

Major Scope of Work	Tentative Project/ Work Amount
<ul style="list-style-type: none"> • Conducting Survey & on site assessment. • Preparation of DPR / estimate including structural drawings & designs. • Construction of any new Infrastructure i.e. including but not limited to Building/ Roads, Bridges/ Parks & Other structures, etc. • Prepare detailed specification, tender schedule & tender documents and call tender for Civil, Electrical, other Engineering and Specialized works. • Supervision and execution of the proposed Works by deployment of adequate technical and supporting staff at various work sites. • Ensuring that the construction is being carried out in accordance with the approved working designs, drawings and specifications. • Ensure quality control of the Work including materials and workmanship, to certify measurement of work executed, etc. • Complete administration and management of Contract with the Works Contractor till expiry of the maintenance period and payment of final dues to the Contractor. • Compliance to legal and statutory obligation. • The scope of work given above is purely indicative. 	<p>Cost of the Project/s to be awarded will subject to requirement and availability of Funds.</p>



The client may make any addition / alteration to the scope of work as per their requirement.	
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Detail Terms of Reference (ToR) for PSU:

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



- Finalize the Tender adopting PSU procedure, after determining the reasonable cost of works based on market rate analysis of significant items. Take Revised Sanction for Expenditure from the Collector & Chairman-cum-Managing Trustee, DMFT, Angul if the Contract Value along with PSU fees including “Goods & Services Tax (GST), Educational Cess, Swatch Bharat Cess” and Construction worker welfare Cess etc.
- Execute the Agreement with the Contractor for and on behalf of the Collector & Chairman-cum-Managing Trustee, DMFT Angul as an EXECUTING AGENCY and Power of Attorney Holder.
- Take single point responsibility for supervision in and execution of the proposed Works by deployment of adequate technical and supporting staff at various sites of works. The Technical team must be appointed with the consent of the Collector & Chairman-cum-Managing Trustee, DMFT, Angul. They must Liaise with Local Bodies and obtained their approval for the work and for shifting/ relocating existing utilities as necessary.
- They must also Liaise with the Local Bodies and obtain their approvals for the Works and for shifting relocating existing utilities as necessary. Collector & Chairman-cum-Managing Trustee, DMFT, Angul, Government of Odisha will provide all possible assistance in this regard.
- Submit periodic Progress Reports in the format and periodicity as stipulated by Collector & Chairman-cum-Managing Trustee, DMFT, Angul. Any failure in not to do so shall be warranted by an explanation with appropriate reason to the Collector & Chairman-cum- Managing Trustee, DMFT, Angul.
- Assessing, planning and arranging to procure materials and procure/ hire construction equipment’s for Engineering Works, if required as per the Works Contract Conditions.
- Coordinating with main and sub-contractors and rendering technical advice; Holding periodic Progress Meetings and sorting out problems arising if any due to action or inaction of Collector & Chairman-cum-Managing Trustee, DMFT, Angul and / or PSU.
- Providing adequate supervising personnel in the field to coordinate, control, manage, inspect, liaise and report on the works at the site.
- Keeping a close watch on Deviations by way of Extra items, Substituted items and Deviations in Quantities of Schedule items. Fixation of Rates for items quantities covered by Deviation orders adopting PSU procedure / OPWD Code. Collector & Chairman-cum-Managing Trustee, DMFT, Angul to be kept advised of the Deviation orders and rates as fixed.
- Ensuring that the construction is being carried out in accordance with the approved working designs, drawings and specifications and as per programme laid down in the Works Contract Agreement.
- Ensure quality control of the Work including materials and workmanship, certify measurement of work executed, and made progressive payments based on physical



realization/ completion of works, as per approved procedure and schedule of payments to Contractors.

- Sanction of Extension of Time to the PSU for completion of Works, with or without Liquidated Damages, subject to keeping the Collector & Chairman-cum-Managing Trustee, DMFT, Angul, Government of Odisha advised of the same with full details including the effect on completion Cost of works, if any.
- Finalization of accounts and closing works contracts and furnishing the Accounts along with reproducible papers to Collector & Chairman-cum-Managing Trustee, DMFT, Angul, Government of Odisha.
- Setting the claims / disputes, if any, made by the PSU, keeping Collector & District Magistrate advised of the same. Where there is disagreement between the PSU and the contractor, such disputes shall be referred to the Court of the Collector for speedy resolution & amicable settlement of the same.
- All amounts payable to the CONTRACTOR on his claims decided by Arbitrator directly and agreed to by the Contractor will be charged to the Cost of Works.
- Credit to the Cost of the works all Liquidated and other damages levied on the PSU.
- Complete administration and management of Contract with the Works Contractor till expiry of the maintenance period and payment of final dues to the Contractor. Attend to any inspection, carried out by Government Agencies such as Central Vigilance Commission & comply with their statutory requirement. The PSU need to effectively arrange for responding to their observations.
- Obtain the necessary clearance from the Agencies/ Departments Local Bodies concerned for the occupation of the Completed works if required. The Collector & Chairman-cum-Managing Trustee, DMFT, Angul will provide all possible assistance in this regard.
- The scope of work given above is purely indicative. Any other services required to be rendered in connection with the execution of the Work, shall be provided by the Collector & Chairperson – cum – Managing Trustee, DMFT subsequently
- PSU will make a presentation before the Collector & Chairman-cum-Managing Trustee, DMFT, Angul, quarterly detailing Physical and Financial Progress of the Works.



Essential Eligibility Criteria of Bidders:

G1	The bidder must be a Central / State Public Sector Undertaking (PSU), Government of India / States Enterprise, registered in India under the Indian Companies Act 1956/ 2013 and must have a minimum 10 (ten) years of experience with a working history in Eastern & South Eastern regions as on Bid Due Date.			
G2	The Bidder Should have satisfactorily rendered services of project management consultancy & supervision of construction projects on a deposit work basis in the past 10 (ten) years , i) At least two (02) similar work of value not less than ₹ 150.00 Crore each or ii) Three (03) similar works of value not less than ₹ 100.00 Crore each, or iii) Five (05) similar works of value not less than ₹ 60.00 Crore each. "Similar work" shall mean Design & Engineering Consultancy (DEC)/ Engineering & Project Management Consultancy (EPMC)/ Project Management Consultancy (PMC) for the Development of Townships/ Institutional Buildings/ Hospitals/ similar key Infrastructure projects of the Government / Govt. agencies/Govt. autonomous bodies on deposit work basis.			
G3	The bidder should have an average annual business turnover of not less than ₹1,000.00 Crore (One Thousand Crore) only during the last 03 (Three) Financial years ending March 2025, Documents duly certified by a chartered accountant should be enclosed.			
G4	PSU should not have suffered losses in more than one year period during the last three Financial Years ending March 2025.			
G5	Joint venture of a single bidder as a member of consortium/ joint venture/ association for any project/works will not be considered for evaluation.			
G6	Any bidder, which has not barred/ blacklisted/ put on Holidays on the ground of corrupt and fraudulent activities. (Enclose the notarized certification this regard).			
G7	The bidder should have a positive net-worth during each of last 03 years ending March 2025. (Certificate of the Chartered Accountant should be Attached).			
G8	The PSU should have in-house professionally qualified (minimum Graduate degree) Regular staff as on this EoI/ bid publication date in the following categories			
	Civil Engineers	100	Electrical Engineers	40
	Mechanical Engineers	25	Architects	20
Bidders are required to submit Copies of the Turnover certification for the last three financial years ending March 2025 duly certified by a Chartered Accountant should be enclosed.				

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

DOCUMENTARY EVIDENCE AS PER ELIGIBILITY CRITERIA (CLAUSES)

Relevant page no for documents attached in EoI should be entered by the bidder and submitted under the technical bid

S.L.	Clause (Formats)	Reference page numbers of the documents submitted by the bidder		
		Page Number		Remarks Regarding Attachment of documents along with the technical bid. Whether Attached (Yes/No)
		From	To	
1	G-1			
2	G-2			
3	G-3			
4	G-4			
5	G-5			
6	G-6			
7	G-7			
8	G-8			



Submission of Bid:

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

Evaluation Criteria:

Combined Quality cum Cost Based System (QCBS) as detailed in the tender document.

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

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

- At least two (02) similar work of value not less than ₹ 150.00 Crore each, or**
- Three (03) similar works of value not less than ₹ 100.00 Crore each, or**
- Five (05) similar works of value not less than ₹ 60.00 Crore each.**

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

- Average annual financial turnover should be at least ₹ 1,000 Crore the estimated cost of proposed project during the immediate last 3 consecutive financial years (i.e. FY 2022-23, 2023-24 & 2024-25). The certificate under the seal & signature of Chartered Accountant is required to be submitted.
- The agency should not have suffered losses during last Five (05) Financial Years.
- Agencies that are debarred or blacklisted by any Govt. Departments are not eligible to participate in the Bid process. A Certificate is to be submitted along with the bid by the bidders to the effect that they are not debarred or blacklisted by any Government Department. In the event that it is discovered at a later stage that the bidder is a blacklisted company declared by any Govt. Department then the works may be withdrawn, and EMD / bid security shall be forfeited.

- In case there is any additional paper that, the bidders want to submit, in support of the eligibility criteria it may be submitted in the technical bid documents along with a covering letter.

Procedure of Application:

Eligible PSU must submit their technical and financial proposals under separate sealed covers to the Collector & Chairperson-cum-Managing Trustee, DMFT, Angul. Where the **Bid Document Cost** of **₹ 10,000/- (Rupees Ten Thousand) only** in shape of a Demand Draft made in favour of **“Collector & Chairman -cum- Managing Trustee, DMFT, Angul”** from any **scheduled commercial Bank** payable at Angul & EMD worth **₹ 10,00,000/- (Rupees Ten Lakh) only** in shape of **Min. 03 Years Bank Guarantee from any Nationalized Bank duly pledged in favour of “Collector & Chairman -cum- Managing Trustee, DMFT, Angul”** shall be kept in the technical proposal envelopes. Both the envelop, i.e. technical proposal and financial proposal shall be kept in one sealed envelope and super – scribed with **“Empanelment of Central/ State Public Sector Undertakings (PSUs) for carrying out various Civil Works to be executed by District Administration, Angul under District Mineral Foundation Trust (DMFT), Angul”**.

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

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

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

1. This proposal is valid for acceptance within 180 days and we confirm that this proposal will remain binding upon us and may be accepted by you at any time before this expiry date.
2. The proposal (Technical & Financial) has been arrived at independently and without consultation, communication, agreement or understanding (for the purpose of restricting competition) with any other organization/ firm invited to submit proposal for this contract.
3. We confirm that all personnel named in the proposal will be available to undertake the services.
4. We confirm that there are no personal, financial and business activities that will, or might, give rise to a conflict of interest, if we will be awarded with this assignment. The EOI issuing authority reserves the right to reject any Proposal which, in it’s opinion, gives rise, or could potentially give rise to, a conflict of interest.
5. We confirm that the organization:

- Are not or have not been the subject of any proceedings or other arrangements relating to bankruptcy, insolvency or financial standing.
- Has not been convicted of any offence concerning professional misconduct
- Has not been convicted of corruption including the offence of bribery
- We agree to bear all costs incurred by us in connection with the preparation and submission of this proposal and to bear any further pre-contract costs.

I confirm that, I have the authority of **[Name of PSU]** to submit proposal and to clarify any details on its behalf.

Signature & Seal

A. Bid Document Cost:

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

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

- i. An EMD of **₹ 10,00,000/- (Rupees Ten Lakh) only** in shape of **Minimum 03 years** Bank Guarantee duly pledged in favour of **“Collector & Chairman-cum- Managing Trustee, DMFT, Angul”** must be submitted along with the Proposal.
- ii. Proposals not accompanied by EMD shall be rejected as non-responsive.
- iii. No other form of submission will be accepted in lieu of the Earnest Money Deposit (EMD).
- iv. The EMD of the unsuccessful bidders would be returned back within one month of signing of the contract.
The EMD shall be forfeited by the Contracting Authority in the following events:
 - i. If proposal is withdrawn during the validity period or any extension agreed by the consultant thereof.
 - ii. If the Proposal is varied or modified in a manner not acceptable to the Contracting Authority after opening of proposal during the validity period or any extension thereof.
 - iii. If the consultant tries to influence the evaluation process.
 - iv. If the selected CPSU/SPSU withdraws his proposal during negotiations (failure to arrive at consensus by both the parties shall not be construed as withdrawal of proposal by the consultant).

C. BID EVALUATION COMMITTEE:

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

D. SELECTION AND AWARD OF CONTRACT:

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

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

E. Evaluation of the Proposal:

Evaluation of TECHNICAL BID:

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

Technical Evaluation Parameters				
Sl. No	Parameter for PSU	Evaluation Criteria	Maximum Score	
1	Average Annual Turnover for last three financial years 2022-23, 2023-24 & 2024-25.	<ul style="list-style-type: none">₹ 1,000.00 to ₹ 5,000 Crores- 05 Marks₹ 5,000.00 Cr to ₹ 15,000.00 Crore- 10 Mark₹ 15,000.00 Crores& above- 15 Marks	15	
2	Employee Strength in Organization			
	Minimum Qualification Bachelor's Degree in Engineering / Diploma in Engineering with min. 05 years. (The Engineers and Architects required/ mentioned should be Regular Employees on Permanent Pay Roll of The bidder)	a) CivilEngineers (Max-04Marks)	100 to 150 nos- 02 Marks More than 150- 04 Marks	10
		b) Electrical Engineers (Max- 02 Marks)	Above 40 nos- 02 Marks	
		c) Architects (Max- 02Marks)	20 to 30 nos- 01 Marks More than 30- 02 Marks	

		d)Mechanical Engineers (Max- 02 Marks)	25 to 30 nos- 01 Marks More than 30- 02 Marks	
3	Experience of the Firm (during last 10 years)			
	3.1	Similar successfully completed projects based on value of project (individual project costing ₹ 100.00 Crore & above)	<ul style="list-style-type: none"> • 01-03 nos of Projects - 05 Marks • 04-06 nos of Projects - 10 Mark • 07-10 nos of Projects - 15 Marks • 11 & above- 20 Marks 	20
	3.2	Similar on-going project based on value of project (Individual project costing ₹ 100.00 Crore & above)	<ul style="list-style-type: none"> • 01-03 nos of Projects - 05 Marks • 04-06 nos of Projects - 10 Mark • 07 & above of Projects -15 Marks 	15
4	Technical Presentation of the CPSU/SPSU			
		<ol style="list-style-type: none"> 1. Organizational setup 2. Understanding of the project 3. Details of Execution/ methodology 4. Staffing Schedule 5. Other relevant points in the Presentation 		40
Total: -				100 Marks

- a) The Technical Evaluation shall be carried out based on the documents submitted by the bidder for technical bid.
- b) The evaluated Bid will be given a **Technical Score (TS)**. The minimum technical score required to qualify technical evaluation (Stage – I) is **60%**. A bid will be considered unsuitable and will be rejected at this stage if it fails to achieve the minimum technical score. The DMFT, Angul/ District Administration, Angul will notify bidders who fail to score the minimum technical score about the same and the Financial Bids of such unsuccessful bidders will not be opened.
- c) DMFT, Angul will notify the bidders who secure the minimum qualifying technical score, indicating the date and time set for opening of the Financial Bids. The notification will be displayed on the District website www.angul.odisha.gov.in and may be sent by the electronic mail.



F. Evaluation of FINANCIAL BID:

Financial bid of only the short-listed Bidders shall be opened. The lowest evaluated financial bid (FM) will be given the maximum Financial Score (FS) of 100 (one hundred) points. The Financial Scores (FS) of the other Financial Proposals will be computed as per the formula – $FS = 100 \times FM/F$, in which FS is the financial score, Fm is the lowest financial quote and F is the financial quote under consideration.

Selection of Bidder for Award of Work: The final selection of the bidders for the award of work will be based on the scores secured by it in the **Technical bid (Stage- I)** and the price quoted by it in the **financial bid (Stage-II)** as detailed below:

1. 80 % weightage will be considered for **Technical Score (TS)** obtained in the Technical bid (stage-I).
2. 20 % weightage will be considered for the price quoted by the bidder in the financial bid, this will be termed as **Financial Score (FS)**. Financial score of the proposals will be determined using the following formula: $FS = 100 \times (FL/F)$ Where, "FS" is the financial score of an applicant, "FL" is the lowest Financial Proposal among all and "F" is the financial proposal of the particular applicant.
3. For the purpose of calculation of **Composite Score (S)** for each bidder, the weightage shall be 80 % for the Technical Score (Stage - II) (TS) and 20% for Financial Score (FS) of the respective applicants. The Composite Score shall be calculated using the following formula:

$$S = TS \times 0.80 + FS \times 0.20.$$

CPSUs/SPSUs will be ranked accordingly to their **Composite Scores** and will be listed in the order of merit as H-1, H-2 and H-3 and so on. The top scorer H-1 would be eligible for award of work.

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



G. General Terms & Conditions for Bidders:

1. The bidders should have a valid GST Registration. (Relevant documents must be attached as required in the previous clause/sections.
2. The bidder has to put the firm's seal and signature in full at all pages of the bidding document.
3. Bid must be submitted and signed by the authorized signatory only.
4. Conditional and incomplete offer/ Bid will be liable to be summarily rejected.
5. DMFT, Angul will host a Pre-Bid Meeting of prospective bidders as on scheduled Date and Time in the 3rd Floor Conference hall of Collectorate Office Building, Angul, Angul Town, Angul, Odisha (OD).The bidder or its representatives (with a letter of authorization from the bidder), can attend the pre-bid Meeting at their own cost. The bidder will not be entertained after due date/time.
6. **Disqualification:** The authority may disqualify bids on account of any of the following reasons:
 - i. If a bid is received after the due date and time of submission.
 - ii. If the bidder does not provide all the desired documents as stipulated in the bid document.
 - iii. Bids, in which any of the prescribed conditions/documents are not fulfilled/ incomplete/ not satisfactory in any respect.
 - iv. If the bidder attempts to influence any member of the Tender Committee/ DMFT, Angul Officials for winning the bid.
 - v. If the bid is conditional.
 - vi. If the bidder provides any misleading/ false information or conceals any information.
 - vii. If the bidders make any corrections, additions, alterations/deletions in the downloaded bid document and provide the same.
 - viii. If bidder is under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of India (GoI), Central/ State Government, or any of their agencies.
 - ix. Non fulfilment of any of the eligibility criteria as per this EOI.
 - x. Bid submitted without the Declaration as desired in this EOI.
 - xi. The desired Bid Document cost and EMD is not received by the DMFT, Angul within the scheduled date and time.
 - xii. The decision of the DMFT, Angul in the matter of disqualification shall be final and binding upon the bidder and no further correspondence shall be entertained from any disqualified bidder thereafter.
7. All provisions in this document and future documents to be issued by the DMFT, Angul in connection with this work will be supplementary and complementary to each other and are not to be read in isolation.
8. Bidders are advised to visit the designated District website www.angul.odisha.gov.in

regularly for latest updates & clarifications/ corrigendum (if any) regarding this EOI and during subsequent stages of evaluation; otherwise DMFT, Angul will not have any responsibility for bidder being not informed personally.

9. Any addition/ deletion/ modification of this EOI made before the due date/ time will be displayed on www.angul.odisha.gov.in only.
10. The DMFT, Angul & District Administration, Angul reserves the right to verify the particulars furnished by the bidders independently and to obtain feedback from clients of the Bidder for whom, similar services had been rendered out by them.
11. Mere fulfilling the criteria laid down in this EOI does not entitle/guarantee the bidder to be shortlisted/selected/awarded the works for DMFT, Angul.
12. The decision of acceptance of any or all (Bids) will rest with DMFT, Angul which does not bind itself to accept the lowest and reserves to itself the right to reject any or all of the Bids received without assigning any reason thereof in favour of the District Administration.
13. The following shall be noted related to Ernest Money Deposit (EMD).
 - (i) The Ernest Money Deposit (EMD) (without any interest) for all those bidders who are found not eligible shall be returned back to the bidder.
 - (ii) The Ernest Money Deposit (EMD) without any interest shall be refunded/ returned to remaining eligible bidders after evaluation and signing of agreement/ MOU with the successful bidder.
 - (iii) No exemption from depositing the Ernest Money Deposit (EMD) shall be allowed to any participating bidder.
 - (iv) The Ernest Money Deposit (EMD) will be released after the submission of performance security which is 05% of the agreement amount for the work to be assigned by the District Administration.
 - (v) The CPSU/ SPSU will deposit performance security @05% of the PMC charges (if necessary) in accordance with OGFR-2023 which will be refunded after the completion of contractual obligations within six months without any interest. The work shall be awarded as per the availability of fund with DMFT/ District Administration, Angul.
 - (vi) Ernest Money Deposit (EMD) shall be forfeited in the following cases:
 - a) If any information or document furnished by the bidder turns out to be misleading/manipulated or untrue in any material respect;
 - b) If the successful bidder fails to execute the contract/ agreement within the stipulated time or any extension thereof fixed by the District Administration & DMFT, Angul.
 - c) If DMFT, Angul finds that bidder has committed any misconduct or furnished any misleading information or has adopted any fraudulent practice to win this bid.
 - d) If the bidder becomes eligible and do not participate in future evaluation stage of this EOI.



14. The DMFT, Angul & District Administration, Angul reserves the right to modify unilaterally (if situation so arises) any part of the Expression of Interest (EOI) document at any stage of Evaluation or award of the work to the successful bidder in the interest of the District.
15. All provisions in this EOI document and future documents to be issued by the DMFT/ District Administration, Angul in connection with this PMC work are/will be supplementary and complementary to each other and are not to be read in isolation.
16. In the interest of the District, the DMFT, Angul reserves the right to:
 - i. Accept or reject any or all bids for this EOI without assigning any reason, whatsoever at any stage.
 - ii. Amend the selection process at any stage without assigning any reason, whatsoever.
 - iii. Interpret any clause, modify/alter and amend the provisions of this Expression of Interest (EOI) or any other document issued at any stage of selection without assigning any reason, whatsoever.
 - iv. Amend the scope of work without assigning any reason, whatsoever.
 - v. Debar the bidder, if during the process of selection or later at any stage, it is found or discovered that bidder has/ had provided incorrect/ misleading information or material misrepresentation or concealment of information sought by the DMFT, Angul and
 - vi. Close/ cancel the invitation/ notice at any stage without assigning any reason, whatsoever.
17. Technically Eligible bidders or their representative, if interested can attend the opening of the Financial Bids. The date and time of opening the financial bid shall be notified later and uploaded on the District website i.e. www.angul.odisha.gov.in.
18. The DMFT, Angul & District Administration, Angul may at its discretion, hire the services of an independent agency for quality audit for checking and ensuring the quality of construction to which the PSU will render due assistance in discharge of their duties.
19. The construction work is open to technical/quality audit by any authorized Government agency to which the PSU will render assistance in discharge of their duties.
20. PSU will ensure adherence to relevant CPWD/ OPWD specifications, relevant GFR, BIS codes, CVC guidelines & directions, environment and other regulatory requirements and will also ensure observance of all formalities/documents/ day to day activities as defined in OPWD/CPWD Works Manual for execution of 'Works Contract' and/or as directed by the District Administration/DMFT, Angul from time to time.
21. The District Administration/DMFT, Angul reserves the right to reject any application/bid without assigning any reason and to restrict the list of Agency to any number deemed suitable in the interest of the District.
22. The PMC shall always ensure availability equivalent to 05% (Five Percent Only) with them before releasing more than 95% payment to the contractor as Performance Security, which shall be released by PMC after the successful & satisfactory completion of work.



23. The District Administration/DMFT, Angul reserves the right to seek additional detailed status reports as it may deem fit throughout the project period as per the need and directions of financing/funding agencies viz..
24. The PSU shall work towards minimizing if not total elimination of claims and disputes from the contractors. While checking the invoices and bills submitted by contractors the PSU shall ensure recovery of advances including statutory recoveries and continued validity of securities, submitted by contractors towards fulfilment of their liabilities to the works contract.
25. The procedures and Works Manuals based on which the documents to be prepared shall be as decided preferably on the basis of OPWD/CPWD manual.
26. The PSU shall monitor and ensure that the contractor(s) carryout construction in compliance of environmental standards, safety of the works, safety of personnel/public, and safety of construction equipment complying environmental and safety standards laid down in the Contract(s) and quality assurance documents and rules of local bodies.
27. The PSU shall monitor and ensure that every incident at the work site is reported and recorded and that the Contractor takes corrective and preventive measures for avoiding their recurrence. Further, it shall also inspect and report unsafe and inferior practices at the work site through control documents and ensure that the Contractors(s) takes corrective and preventive measures to improve the practices to prevent accidents.
28. The PSU shall ensure minimum 03 or 04-Star rating for Green Construction as per CPWD/OPWD guidelines and shall provide internal certification in this regard as desired by DMFT, Angul/District Administration, Angul in the respective projects and as per the direction of financing/ funding agencies.
29. The PSU shall ensure implementation of various Labour Laws, Rules and Regulations including employee provident fund and other welfare measures by the contractor(s) as per the extent provisions and as laid down in the contract(s) along with ESI workmen compensation as per existing laws.

30. **Taxes & Duties:**

- Unless otherwise specified, the consultant, sub-consultants and their personnel shall pay such taxes, duties, fees and other impositions under the Applicable law as applicable on the day of signing this agreement, the amount of which is deemed to have been included in the contract price. This however excludes Goods & Service Tax (GST), any special taxes, duties, fees and other impositions by Government/ Statutory Authorities etc. which shall be paid extra to consultant. Also, any taxes, duties, fees and other impositions levied after the date of this agreement shall be paid.
- The Taxes and GST as applicable from time to time will be considered by DMFT, Angul/District Administration, Angul subject to the direction of the statutory



bodies of DMFT, Angul/District Administration, Angul / Funding Agency/ Financing Agency/ Other Govt. Agencies.

- PMC shall make all statutory deduction in respect of the bills paid to Contractor. The responsibility of deposition of taxes & duties, signing & issue of Certificates to Contractor, submission of Returns, and other statutory matters relating to Income Tax deducted at source, etc. or in relation to any other statutory deduction which is applicable or may become applicable will be the responsibility of the PMC. PMC shall submit the final accounts either at the end of each financial year or at the time of closure of contract.

31. PSU shall be fully responsible for the soundness and correctness of all works executed by the contractor, the soundness of design and the conformity of the work to the approved Plans, designs and specifications and conditions of contract applicable to the subject work.

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

33. **Payment Mode: -**

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

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

- ✓ This includes topographical survey, soil investigation, preparation and approval of DPR, documentation for tendering process, arrangement for floating works tender, award of work to contractor, supervision and co-ordination of project during entire execution period and during defect liability period, handing over after post completion are within the scope of PMC.

✓ The total project cost is to be finalized on the basis of the final quoted amount in the financial bid and subsequent price negotiation, appropriate proportion of the Total Accepted Tender Value, due to the Bidder within 30 days for which the Bidder has rendered his service under this Tender. All the payments shall be released on certification of satisfactory completion of work from the office. The following is the tentative payment schedule to the agency on successful completion of the assignment. However, the payment schedule shall be finalized at the time of signing contract form for the assignment.

- (c) Similarly, future fund requirements would be met by the invoice raised by the PSU from time to time till completion of release of 100% fund.
- (d) Any specific or emergent funds requirement by PMC can also be requested by the PMC by providing justification & 'UC' for the funds.
- (e) Security Deposit@ 05% (Five Percent) only shall be deducted from the payment of the individual project. Security Deposit of the project cost shall be released after the successful & satisfactory completion of Defect Liability Period for each project without any interest.
- (f) Separate account of the DMFT/ District Administration Angul funds will be maintained by the PSU in the nationalized bank to get the maximum benefit of interest by opening Flexi Fixed Deposit (FFD) or needful as per the guidelines/ directions of financing funding agencies issued from time to time..
- (g) If any interest accrues in the bank on the deposit/ advance given by the DMFT/ District Administration Angul and/or in terms of project cost amount deposited to PSU by the contractor/ deducted by PSU from the contractors' bills etc. Then the same shall have to be credited to the project account of the DMFT/ District Administration Angul by PSU by the end of every Financial Year.
- (h) During the execution of projects expenditure and utilization certificate will be forwarded by PSU in an approved OGFR-23 & 24/ CPWD/ GFR format on monthly/ quarterly basis to the DMFT/ District Administration Angul or in any other manner as sought by the DMFT/ District Administration Angul or by financing/ funding agency, from time to time.
- (i) The payment mode of consultancy fees/ service charges of the PSU shall be finalized in adherence to Finance Department, Government of Odisha Letter No: 25217 Dt: 30.07.2018 which clarifies as follows.

Government of Odisha has been pleased to decide that the supervision /overhead charges paid to the Construction Corporations/ Public Sector Undertakings (PSUs) shall be @8% (of actual expenditure) in place of the existing provision of @10% for all awarded civil works. Additional incentive of 2% of the actual expenditure shall be allowed for timely completion of an awarded work

- (j) The PSU shall be responsible for submitting the desired information regarding the physical & financial progress of the assigned projects/works as & when

required by the DMFT/ District Administration Angul.

- (k) Any of the above point is liable to be modified as per the guidelines of the Funding agency. i.e. DMFT/ District Administration Angul from time to time. The selected PSU is bound to accept any of the modified conditions at the time of agreement or thereafter during execution of the project. As the modification will be as per the mandatory guidelines of the Funding agency.
- (l) PSU has to strictly follow & comply all the directions/ guidelines/norms of the DMFT/ District Administration Angul/ Government of Odisha issued from time to time during and after assignment & execution of the DMFT/ District Administration Angul.

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

35. Supervision Charges/ Overhead Charges/ Consultancy fee

- i) Supervision/ Overhead charges would be amount as quoted in the Financial Bid (with all taxes excluding GST, duties, levies etc.) which are payable in relation to the performance of the Agreement to be executed between DMFT/ District Administration Angul and the empanelled PSU as per the instruction of Finance Department, Government of Odisha Letter No: 25217 Dt: 30.07.2018.
 - ii) Supervision Charges/ Overhead Charges/ Consultancy fee shall be paid on pro-rata basis of the total work executed based on requisitions submitted by the selected PSU. Consultancy fee/ Supervision charges/ overhead charges shall remain same for a particular project as per the initial DPR approved even in case of the incremental deviation/ escalation.
 - iii) The Consultant shall pay any and all taxes including GST, duties, levies etc. which are payable in relation to the performance of the Contract. No extra fee in any case shall be paid to the PSU by DMFT/ District Administration Angul other than the fixed Consultancy fee/ Supervision charges/ overhead charges as per Finance Department, Government of Odisha Letter No: 25217 Dt: 30.07.2018.
 - iv) DMFT/ District Administration Angul shall deduct Income Tax/ GST at source at applicable rates (if required), as per rules prescribed by Govt. of India as well as State Government of Odisha from time to time.
 - (m) The stage of payment of consultancy fee and GST there on will be based on the actual work executed & duly certified by the Technical authorities of the PSU which can also be verified by the DMFT/ District Administration by any of the Government Department from time to time.
36. Delay due to factors which are not under control of the PSU: Suitable extension will be granted, if delay is not attributable to the PSU. Suitable compensation as per mutually agreed terms and conditions shall be given to the Consultant to meet out his expenses for the extended period.

37. Obligations of the Client

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

38. Other responsibilities of PSU

- i. Settlement of all accounts of the contractors including reconciliation of materials supplied to the contractors, if any.
- ii. Ensuring of defect liability activities are performed by the contractors during the respective liability periods.
- iii. Organizing/providing all operation and maintenance manuals through contractors and training to the DMFT/ District Administration, Angul staff.
- iv. Preparation of Final Report, which shall contain detail technical & financial information of the project.
- v. After award of the work, the PSU will ensure all possible mandatory tests, as per relevant Indian standard codes and submission of reports thereto.
- vi. Checking & finalization of final estimates, assisting in the audit/technical observation, etc. (if any).
- vii. Conduct Arbitration matters between various agencies till final settlements of disputes.
- viii. PSU shall prepare draft replies and get it vetted from the DMFT/ District Administration in replying to the observations made by the DMFT/District Administration/ Any other authorized agency if required.



- ix. PSU shall handover the buildings & other structures complete in all respect, free from all encumbrances including the vacation of temporary workers, hutments etc. at site, if any, to the DMFT/District Administration.
 - x. PSU shall maintain all registers/ records during execution of works as stipulated in CPWD/OPWD Works Manual. (Latest version)
 - xi. At the end of every financial year/ at the end of the project, PSU shall submit an expenditure and utilization of funds statement including the interest accrued in bank, in the format of CPWD/OPWD Works Manual.
39. Various information sought any enclosed formats should be furnished completely without any ambiguity.
40. The bids should be preferably typed and should be signed by the authorized person/ bidder.
41. If any information furnished by the bidder is found to be incorrect immediately or at a later stage/ date, the bidder is liable to be debarred and from taking part in any bid of DMFT/District Administration and the INITIAL DEPOSIT/ EMD deposited by the bidder shall be forfeited, also agreement may be terminated.
42. Signing the Bids: The bid shall be signed by a person who is competent enough and authorized by the concerned PSU for which an authorization letter shall be submitted in original.
43. The particulars furnished regarding the work to be executed through this bid are provisional and liable to be modified as and when required in the interest of the DMFT/District Administration on the basis of needs and funds availability.
44. All information called for in the enclosed forms should be furnished against the relevant columns in the forms. If for any reason, information is furnished on a separate sheet, this fact should be mentioned against the relevant column. Even if no information is to be provided in a column, a 'nil' or 'no such case' entry should be made in that column. If any particulars/ query is not applicable in case of the bidder, it should be stated as 'not applicable'. The bidders are cautioned that failure to provide complete information called for in the application forms or to provide it in clear terms to make any change in the prescribed forms or deliberately suppressing the information shall result in the bidder being summarily disqualified.

Sealed Big Envelope Super scribed with **Empanelment of Central/ State Public Sector Undertakings (PSUs) for carrying out various Civil Works to be executed by District Administration, Angul under District Mineral Foundation Trust (DMFT), Angul** must contain 02 envelopes i.e. **Technical Bid** which also contain EMD & Bid Document Cost & **Financial Bid** where the rates offered will be specified shall be submitted **through speed/ Registered post only**.

45. The bidder should sign and affix his office seal on each page of the EOI document downloaded from Angul District website www.angul.odisha.gov.in Overwriting must be avoided. Corrections, if needed, should be made by striking out by single line, the



- incorrect sentence/word and rewriting by the authorized signatory with signature and date. The bidder may provide any additional information, which is deemed necessary to establish capability to successfully complete the envisaged project. Pages of the pre-qualification documents are numbered. Additional sheets, if any added by the bidder, should be numbered. All these should be submitted as a package in bound form with signed Letter of Transmittal. Superfluous information need not be furnished and no information shall be entertained after submission of EOI document/ bid.
46. References, information and certificates from the respective clients certifying suitability, technical know-how or capability of the bidder should be signed by an officer not below the rank of the Executive Engineer or equivalent.
 47. Documents submitted by the bidders in connection with this EOI will be the property of DMFT/District Administration (OD).
 48. DMFT/District Administration reserves its right not to respond to any such query which it thinks not essential in the interest of the District.
 49. DMFT/ District Administration is not bound to accept any or all the EOIs. DMFT/ District Administration reserves the right to reject any or all EOIs in the interest of the District without assigning any reasons, there off. No bidder shall have any cause of action or claim against DMFT/District Administration or its officers, employees, advisers, agents, successors or assignees for rejection of this EOI.
 50. Failure to provide information that is essential to evaluate the bidder's qualifications or substantiation of the information supplied, shall result in disqualification of the bidder.
 51. It shall not be assumed that there shall be no deviation or change in any of the herein mentioned in formation. While this document has been prepared in good faith, neither DMFT/District Administration nor any of its respective officers or employees or advisers or agents make any representation or shall have any responsibility or liability whatsoever in respect of any statements or omissions here from. Any liability is accordingly expressly disclaimed by DMFT/District Administration or any of its respective officers, employees, advisers or agents, whether negligent or otherwise.
 52. The PSU will be engaged for the purpose of executing work as per scope of work and the concerned PSU's technical officers will be directly and fully answerable to the DMFT/District Administration, Angul concerned. The PSU engaged, will be technically legally and financially responsible for the work entrusted by the DMFT/District Administration.
 53. The discretion and decision of Competent Authority, DMFT/District Administration in respect of the 'EOI', shall be final and bidding.
 54. Time Limit for Validity of the Agreement: Unless extended by mutual consent of both the Client and the PSU (PARTIES), the Agreement will be valid for a period of 180 days beyond the date of the liability Period after completion of the last works contract under this agreement.



H. Competent Authority:

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

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

I. Other Additional Terms & Conditions:

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

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

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

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

➤ NOTIFICATION OF AWARD & SIGNING OF CONTRACT:

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



➤ **PENALTY:**

- A. Authority will levy penalty in case the Bidder fails to provide the services specified by the Authority in the ToR of this EOI document. The amount of penalty shall be commensurate with the nature of the breach/ defect/ deviation/ fault and as decided by Authority. Such an amount payable by the PSU shall be final and binding and shall not exceed 10% of the Total Accepted Contract Value of the bidder for the Contract Period. On the PSU repeatedly failing to rectify the faults within the time period as stated by the Authority, the Authority is free to cancel / terminate the Contract by giving one month notice.
- B. If there is any delay in submitting any report as demanded by the Authority whether monthly or quarterly or yearly, and if the delay continues for a period of more than 1 week, then penalty shall be charged as deemed appropriate by the Authority subject to maximum of 10% upper limit.
- C. Also, the Authority may, at its discretion, get the deviations, faults attended/ rectified by any other agency at the risk and cost of the PSU and the same will be recovered from the PSU.
- D. Delay in the work of the selected agency would be a ground for imposing a financial penalty & further debarring the agency from taking on any other work in the District in future.

➤ **TERMINATION OF THE CONTRACT:**

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

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

➤ **LABOUR LAWS**

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



any damage or injury to third party on account of any act or omission to act by the employees or representative of the Contractors engaged for the execution of the work.

➤ **STAFFING SCHEDULE:**

- a. The total implementation period for the PSU will consist of (i) individual construction periods of works contract and (ii) a defects liability period during which the PSU will only require part time input over the first 12 months of completion of each contract.
- b. During the first 12 months of defects liability period, the PSU Team Leader along with other staff will be required to continue on a periodic basis, as and when required, which will be dealt with separately at the appropriate stage towards the completion of the construction works.
- c. The Client expects all the proposed key personnel to be available during implementation of the Contract as per the staffing schedule. The Client will not consider substitutions during contract implementation except under exceptional circumstances. In case of such replacements, the PSU will ensure that there is a reasonable overlap between the staff to be replaced and the replacement wherever feasible/possible.

➤ **TIME SCHEDULE:**

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

➤ **FORCE MAJEURE:**

- (i) Neither the Firm/ Contractor nor the Client shall be considered as defaulting in the Performance of their obligations under this Agreement, as long as such performance is prevented or delayed, for reason, beyond the reasonable Control of the party claiming the existences of Force Majeure such as Acts of God, severe earthquake, cyclone (except monsoon), floods, lightning, land slide, fire or explosions, plague or epidemics, strikes, lockouts (lasting more than 14 consecutive calendar days), sabotage, blockade, war riots, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, insurrection or military usurped power or confiscation or trade

embargoes or destruction or requisition by order of any Government or any Public Authority. The party claiming the existence of Force Majeure shall within ten days or within shortest possible period without delay, as the case may be, notify the other party about the occurrence of the Force Majeure event and provide the other details of arising ceasing of the impediment. At the end of the impediment, the party claiming the existence of Force Majeure shall provide necessary documental proof of cessation of work.

- (ii) As soon as the cause of Force Majeure has got removed, the party whose ability to perform its obligations has been affected shall notify the other of such cessation and of the actual delay incurred in such affected activity, including necessary evidence in support thereof. From the date of occurrence of a case of Force Majeure, obligations of the party affected shall be suspended during the continuance of Force Majeure Conditions and any liability so caused until the case itself and the inability so caused resulting there from have been removed, the agreed time of completion of the respective obligations under this contract shall stand extended by a period equal to the period of delay occasioned by such events
- (iii) Should one or both the parties be prevented from fulfilling the contractual obligations by state of Force Majeure lasting continuously for a period of six months, the parties shall consult each other regarding the future implementation of the Project.

➤ **LIQUIDATED DAMAGES:**

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

➤ **PROFESSIONAL MISCONDUCT:**

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

➤ **CONFIDENTIALITY:**

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



particular and client in general.

➤ **INDEMNIFICATION:**

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

➤ **THIRD PARTY LIABILITY:**

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

➤ **LIABILITY OF PSU**

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



➤ **DISPUTE RESOLUTION:**

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

➤ **COURT JURISDICTION:**

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



Format for submission of Technical Proposal

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

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



Format - I (A)

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

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

Format - I (A)

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

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

Format - I (C)

Details of Govt. Projects undertaken (Attach Documentary Evidence)

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

Format - I (D)

Details of employees on Pay Roll of the Organization

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

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

FINANCIAL/PRICE BID

Eoi No. - date _____

Inviting Authority: The Collector & Chairperson - cum – Managing Trustee, DMFT,
AngulName of Work: Empanelment of CPSU / SPSU as PMC for the project management &
supervision with architectural services for execution of projects/
works under DMFT, Angul

Name of the PSU		
PRICE SCHEDULE		
(This BOQ template must not be modified/ replaced by the bidder and the same should be provided after filling the relevant columns, else the PSU is liable to be rejected for this. PSU are allowed to enter the PSU Name and % of PMC/ Overhead charges/ Supervision Charges only)		
Sl. No.	Item Description (EOI under QCBS System)	PMC Fees in percentage to be entered in figures
Description		
1.01	Consultancy Fees as PMC for infrastructural projects under DMFT, Angul against the scope of work / ToR stated in the Eoi (%)
PMC / Overhead/ Consultancy Fees % (in words):		

Note:

In adherence to Finance Department, Govt. of Odisha Letter No- 25217 Dt- 30.07.2018, the maximum supervision/overhead charges has been fixed to 8% (of actual expenditure). However, an incentive of additional 2% overhead/ supervision Charges will be allowed for timely completion at the discretion of the Authority. Any PSU quoting more than this 8% supervision / overhead charges are liable to be disqualified for further evaluation process in this EOI.

Signature & Seal.....

Name of the authorized person.....

Complete address.....

