

Tender Notice no. GMDC-GVT/CSR/02/24-25



## Request for Proposal (RFP)

for

**Appointment of Consultant for Comprehensive Consultancy Services including Architectural Design Development, Transaction Advisory and PMC for Prefabricated Structures for Schools at Angul and Sundargarh Districts, Odisha State**

Through online e-tendering process only

Issued By:

### **GMDC- Gramya Vikas Trust (GMDC-GVT)**

Ground Floor, GMDC Annexe,

8, Mill Officer's Colony, Behind La Gajjar Chambers,

Ashram Road, Ahmedabad – 380 009

E-mail: [ceogvt@gmdcltd.co.in](mailto:ceogvt@gmdcltd.co.in)

Website: <https://www.gmdcgvt.org>

July 2024

## Disclaimer

This RFP is being issued by GMDC-Gramya Vikas Trust (GMDC-GVT) for **'Appointment of Consultant for Comprehensive Consultancy Services including Architectural Design Development, Transaction Advisory and PMC for Prefabricated Structures for Schools at Angul and Sundargarh Districts, Odisha State'** on such terms and conditions and specifications as set out in this RFP Document.

The information contained in this Request for Proposal (RFP) document or information provided subsequently to the Bidder(s) whether verbally or in documentary form, by or on behalf of GMDC-GVT, is provided to the Bidder(s) on terms and conditions set out in this RFP document and all other terms and conditions, subject to which information is provided.

This RFP document is not an agreement and is neither an offer nor an invitation to offer by GMDC-GVT. This RFP is to invite proposals from applicants who are qualified as per the criteria mentioned in this document. The purpose of this RFP is to provide the Bidder(s) information and to assist them in formulation of their proposals (bids).

This RFP includes statements, which reflect various assumptions and assessments arrived by GMDC-GVT. Such assumptions, assessments, and statements does not purport to contain all the information bidders may require. Each bidder should conduct its own investigation and analysis, and should check the accuracy, reliability, and completeness of the information in this RFP document.

The Bidder should confirm that the RFP document downloaded by them is complete in all respects, including all annexures and attachments, if any. In the event the document or any part thereof is missing, the Bidder shall notify GMDC-GVT immediately by writing an email to [ceogvt@gmdcltd.co.in](mailto:ceogvt@gmdcltd.co.in). If no intimation is received within the last date for submission of Pre-bid queries, it shall be considered that the RFP Document received by the Bidder is complete in all respects and that the bidder is fully satisfied with the RFP Documents.

The information provided in this RFP document is selective and is subject to update, expansion, revision, and amendment. GMDC-GVT reserves the right of discretion to change, modify, add, or alter any or all of the provision of this RFP and/or the bidding process, without assigning any reasons whatsoever. Such change will be made accessible to all the Bidders through corrigendum/addendum through the website of GMDC-GVT (<https://www.gmdcgvt.org/>) and through n-procure portal. Any information contained in this RFP will be superseded by any later written information on the same subject made available/accessible to Bidders by GMDC-GVT.

GMDC-GVT reserves the right to reject any or all the Bids received in response to this RFP at any stage without assigning any reason whatsoever and without being liable for any loss/injury that Bidder might suffer due to such reason. GMDC-GVT, or its employees make no representation or warranty and shall incur no liability financial or otherwise under any law, statute, rules, or regulations or otherwise as to accuracy, reliability, or completeness of the RFP Document. GMDC-GVT also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the statements contained in this Tender. The decision of GMDC-GVT shall be final, conclusive, and binding on all the Bidders/parties directly or indirectly connected with the Bidding process. The issue of this Tender does not imply that GMDC-GVT is bound to select

a Bidder or bidders, as the case may be, for the **'Appointment of Consultant for Comprehensive Consultancy Services including Architectural Design Development, Transaction Advisory and PMC for Prefabricated Structures for Schools at Angul and Sundargarh Districts, Odisha State'**. GMDC-GVT reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever. GMDC-GVT reserve the right to allot the work for comprehensive consultancy to two different bidders for different project locations. 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 GMDC-GVT, or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Bidder and GMDC-GVT shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Selection Process.

## 1. Interpretation

In the interpretation of this RFP, unless the context otherwise requires:

- 1.1. Unless otherwise stated, a reference to a Clause, Sub-Clause, Paragraph, Subparagraph, Annex, Exhibit, Attachment, Schedule, or Recital is a reference to a Clause, Sub-Clause, Paragraph, Subparagraph, Annex, Exhibit, Attachment, Schedule, or Recital of this RFP;
- 1.2. A reference to any agreement is a reference to that agreement and all annexes, attachments, exhibits, schedules, appendices and the like incorporated therein, as the same may be amended, modified, supplemented, waived, varied, added to, substituted, replaced, renewed, or extended, from time to time, in accordance with the terms thereof;
- 1.3. The terms “include” and “including” shall be deemed to be followed by the words “without limitation”, whether or not so followed;
- 1.4. Any reference to a person shall include such person’s successors and permitted assigns;
- 1.5. A reference to a “writing” or “written” includes printing, typing, lithography and other means of reproducing words in a visible form;
- 1.6. Any date or period set forth in this RFP shall be such date or period as may be extended pursuant to the terms of this RFP;
- 1.7. A reference to “month” shall mean a calendar month, a reference to “week” shall mean a calendar week and a reference to “day” shall mean a calendar day, unless otherwise specified.
- 1.8. In the case of any conflict, discrepancy, or repugnancy between the provisions of the RFP documents, provisions of the Agreement shall prevail over and supersede the provisions of other documents;
- 1.9. The descriptive headings of Articles and Sections are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of content thereof and shall not be used to interpret the provisions of the Agreement; and
- 1.10. All capitalized words and expressions used in the RFP but not defined therein shall have the same meaning as ascribed to them in the Agreement.

## 2. Definitions

Term	Definitions
<b>Agreement</b>	means the agreement, its prescriptions, the schedules hereto and any amendments thereto made in accordance with the provisions contained in this RFP;
<b>Applicable Laws</b>	means all laws, brought into force and effect by Government of India (GoI) or Government of Gujarat (GoG) including rules, regulations and notifications made there under or which may come into force during the pendency of this RFP, and judgments, decrees, injunctions, writs and orders of any court of record, which will be applicable to this RFP and the exercise, performance and discharge of the respective rights and obligations of the Parties hereunder, as may be in force and effect during the subsistence of this RFP;
<b>Authority</b>	means GMDC-Gramya Vikas Trust (GMDC-GVT);
<b>Authority Representative</b>	means such person or persons as may be authorized in writing by the Authority to act on its behalf under this RFP and shall include any person having Authority to exercise any rights or perform and fulfill any obligations of the Authority under the Agreement;
<b>Bid(s)</b>	means the documents furnished by the Bidder in response to the Request for Proposal in accordance with the provisions thereof and subsequent clarifications and modifications made there to;
<b>Bidder</b>	shall mean any person or persons, agency, firm or company and their legal representatives who is technically eligible for providing services to the Authority as per the Scope of Work under the Contract and is participating in the tendering process;  The term "Bidder" used under this RFP would apply as a single entity. Any Consortium / Joint Ventures in any form are not permitted;
<b>Consultant/ Consulting Agency/ Agency/Successful Bidder</b>	Shall mean any entity or person with whom the Authority enters into Contract/Agreement to do the job as specified;
<b>GMDC-GVT</b>	GMDC-GVT (Gramya Vikas Trust), a public trust established in 1991 is an extended arm for implementing CSR of GMDC and is responsible for carrying out various social development projects as per the CSR guidelines;
<b>LOA</b>	Shall mean the Letter of Award;
<b>LOI</b>	Shall mean the Letter of Intent;
<b>"Force Majeure"</b>	Force Majeure Event" shall have the meaning as set forth in Clause 19 as provided in Chapter 3;
<b>Parties</b>	means the parties to this Agreement collectively and "Party" shall mean any of the parties to this RFP individually;

<b>Performance Security</b>	shall have the meaning set forth in Clause 09 as provided in Chapter 3;
<b>RFP</b>	Shall mean the 'Request for Proposal' prepared by the Authority for the Selection of Consultants in its entirety, inclusive of any addendum/corrigendum that may be issued by Authority;
<b>Services</b>	Shall mean the work to be performed by the Consultant as provided in this RFP and as contained in the Contract;
<b>Terms of Reference</b>	Shall mean the document included in the RFP as Chapter 2 which explains the objectives, scope of work, activities, tasks to be performed, responsibilities of the Authorities and Bidders, and expected results and deliverables of the project.
<b>Warranty Period/Guarantee Period</b>	Shall mean the period during which the consultant shall remain liable for rework/alterations for any defect in successful implementation of the work/project, of the works performed under the contract.



**Notice for Request for Proposal**  
**Bid Data Sheet**

**GMDC-Gramya Vikas Trust (GMDC-GVT), Ground Floor, GMDC Annexe, 8, Mill Officer's Colony,  
Behind La Gajjar Chambers (Old RBI), Ashram Road, Ahmedabad-380 009**

Tender Notice No.: GMDC-GVT/CSR/02/2024-25

Date: 22/07/2024

GMDC-Gramya Vikas Trust invites Bids as per details mentioned in this RFP for the '**Appointment of Consultant for Comprehensive Consultancy Services including Architectural Design Development, Transaction Advisory and PMC for Prefabricated Structures for Schools at Angul and Sundargarh Districts, Odisha State**'

Information	:	Details
Organization	:	GMDC-Gramya Vikas Trust (GMDC-GVT)
Circle	:	CEO, GMDC -Gramya Vikas Trust (GMDC-GVT) Ground Floor, GMDC Annexe, 8, Mill Officer's Colony, Behind La Gajjar Chambers (Old RBI), Ashram Road, Ahmedabad-380009
Vertical	:	Education
Tender Notice No.	:	GMDC-GVT/CSR/02/24-25
Name of Project	:	Appointment of Consultant for Comprehensive Consultancy Services including Architectural Design Development, Transaction Advisory and PMC for Prefabricated Structures for Schools at Angul and Sundargarh Districts, Odisha State
Name of Work	:	Appointment of Consultant for Comprehensive Consultancy Services including Architectural Design Development, Transaction Advisory and PMC for Prefabricated Structures for Schools at Angul and Sundargarh Districts, Odisha State
Bidding Type	:	Open Bidding Process
Tender Currency Settings	:	Indian Rupee (INR)
Joint Venture/Consortium	:	Not allowed
<b>Amount Details</b>		
Bid Document Fee (INR)	:	Rs. 5,000
Bid Document Fee Payable to	:	GMDC-GVT Ahmedabad
Bid Security /EMD (INR)	:	Rs. 150,000/-

Bid Security/ EMD in favor of Tender Dates	:	In favor of "GMDC Gramya Vikas Trust" payable at Ahmedabad Shall be in the form of Demand Draft from any of the scheduled commercial bank or nationalized bank having its branch in Gujarat.
Bid Document Downloading Start Date	:	22-July-2024
Last date for submission of pre-bid queries for clarifications	:	29-July-2024 (5:00 PM)
Pre-Bid Meeting Date and Address	:	31-July-2024 (3:00 PM) (Online + Offline Mode) Address: GMDC- Gramya Vikas Trust (GMDC-GVT) Ground Floor, GMDC Annexe, 8, Mill Officer's Colony, Behind La Gajjar Chambers (Old RBI), Ashram Road, Ahmedabad-380009
Issue of Corrigendum (if any)	:	02-August-2024
Bid Document Downloading End Date	:	12-August -2024
Last Date & Time for Receipt/ Submission) of Bids online	:	12-August -2024 (06:00 PM)
Last Date & Time for hard copy Receipt/ Submission) of Technical Bids	:	13- August-2024 (05:00 PM)
Date of Preliminary qualification and Technical Bid Opening	:	14-August -2024 (03:00 PM)
Date of Technical Presentation	:	To be intimated later
Financial Bid Opening	:	To be intimated later
Bid Validity Period	:	180 days from opening of price bid
Submission of Technical Bid	:	Technical Bid shall be submitted online at <a href="https://gmdctender.nprocure.com/">https://gmdctender.nprocure.com/</a> and also, Hard Copy of Technical Bid (with the bid document fee and EMD) shall be submitted in the office of CEO, GMDC- Gramya Vikas Trust, Ground Floor, GMDC Annexe, 8 Mill Officer's Colony, Behind La Gajjar Chambers (Old RBI), Ashram Road, Ahmedabad- 380009



Submission of Financial Bid	:	Bidder shall submit their Financial Bid in electronic format on website <a href="https://gmdctender.nprocure.com/">https://gmdctender.nprocure.com/</a> , after digitally signing the same. Offers which are not digitally signed will not be accepted. No Financial Bid in physical form will be accepted and if any such offer is received by the CEO, GMDC-Gramya Vikas Trust, will be outright rejected.
Officer Inviting Bids	:	CEO, GMDC -Gramya Vikas Trust, (GMDC-GVT), Ground Floor, GMDC Annexe, 8 Mill Officer's Colony, Behind La Gajjar Chambers (Old RBI), Ashram Road, Ahmedabad- 380009
Bid Opening Authority	:	CEO, GMDC-Gramya Vikas Trust, (GMDC-GVT), Ground Floor, GMDC Annexe, 8 Mill Officer's Colony, Behind La Gajjar Chambers (Old RBI), Ashram Road, Ahmedabad- 380009
Nodal Point of Contact from Gujarat Mineral Development Corporation Gramya Vikas Trust for any query and clarification	:	Ms Veena Padia CEO, GMDC-Gramya Vikas Trust (GMDC-GVT) Email ID: <a href="mailto:ceogvt@gmdcltd.co.in">ceogvt@gmdcltd.co.in</a>

## General Terms and Condition:

- Bidders can download the tender document free of cost from the website of (n) procure.
- **Technical Bid:** Bidders shall have to submit physically their bids in TWO SEPARATE PARTS in sealed envelopes superscribed with due date, time, project, and nature of bid with the EMD and Bid Document Fee in first sealed cover and Technical Bid in the second sealed cover in the form of Hard Copy at the office of CEO, GMDC-GVT through Speed Post/A.D. Registered Post/Hand Delivery.
- **Financial Bid:** Bidders shall have to submit Financial Bid in Electronic form only on (n)procure website till the last date and time for submission.
- Offers (price bid) in physical form will not be accepted in any case.
- Bidders who wish to participate in online tenders will have to procure / should have legally valid Digital Certificate as per Information Technology Act-2000 using which they can sign their electronic bids. Bidders can procure the same from any of license certifying Authority of India or can contact (n) Code Solutions – A division of GNFC Ltd., who are licensed Certifying Authority by Govt. of India.
- The services shall be offered strictly as per the scope of work and terms and conditions mentioned in this RFP.
- Once quoted, the Bidder shall not make any subsequent price changes, whether resulting or arising out of any Technical/Commercial clarifications sought regarding the bid, even if any deviation or exclusion may be specifically stated in the Bid. Such price change shall be liable for rejection.
- The Bidder shall quote the prices as per the scope of work as valid for 180 days.
- Other Terms and Conditions are as per detailed tender documents.

Yours Faithfully,

CEO, GMDC-GVT  
GMDC- Gramya Vikas Trust, Ground Floor,  
GMDC Annexe,  
8 Mills Officer's Colony,  
Behind LA-GAJJAR Chambers (Old RBI),  
Ashram Road, Ahmedabad- 380009

## Contents

Disclaimer .....	2
1. Interpretation.....	4
2. Definitions.....	5
Notice for Request for Proposal .....	7
<b>CHAPTER 1: BACKGROUND INFORMATION .....</b>	<b>13</b>
About GMDC: .....	13
About GMDC-Gramya Vikas Trust (GMDC-GVT):.....	13
Envisaged School:.....	14
CBSE Guideline on School Infrastructure: .....	15
Approachability to the Locations .....	15
Current requirements.....	16
<b>CHAPTER-2: SPECIAL CONDITIONS OF CONTRACT.....</b>	<b>17</b>
1. GENERAL: .....	17
2. SUFFICIENCY OF TENDER: .....	17
3. SCOPE OF WORK FOR CONSULTANT: .....	17
3.1 Preliminary Design: .....	17
3.2 Detailed Design: .....	17
3.3 Transaction Advisory:.....	18
3.4 Construction Oversight: .....	18
3.5 Quality control and Compliance: .....	18
3.6 Project Management: .....	19
3.7 Deliverables:.....	19
3.8 Project Timeline: .....	19
3.9 Final Certification: .....	19
4. GENERAL SCOPE: .....	19
5. THE KEY DELIVERABLES: (For both the Projects).....	21
6. PAYMENT TERMS: .....	21
7. CONSULTANT’S RESPONSIBILITY .....	22
8. OWNER’S OBLIGATIONS: .....	22
<b>CHAPTER 3: INSTRUCTIONS TO BIDDERS .....</b>	<b>23</b>
1. General Terms and Conditions:.....	23
2. Conditions of Eligibility of Bidders: .....	24
3. Pre-Qualification Criteria: .....	25
4. Fraud and Corrupt Practices: .....	26

5. Manner of Preparation of Bid Proposal: .....	27
6. Proposal Evaluation .....	29
Technical bid .....	29
7. Opening and Evaluation of Technical and Financial bid .....	32
8. Method of Evaluation:.....	32
9. Earnest Money Deposit (EMD) and Performance Security.....	33
10. Miscellaneous Information .....	33
11. Payment Terms .....	33
12. Limitation of Liability.....	34
13. Penalties for Non-Performance.....	34
14. Documents to be prepared by the Consultant to be the Property of the Authority .....	34
15. Termination of Contract .....	35
16. Settlement of Disputes .....	35
17. Forfeiture of EMD.....	35
18. Indemnification .....	35
19. Force Majeure .....	36
20. Confidentiality:.....	36
<b>ANNEXURES .....</b>	<b>37</b>
1. Letter of Bid Submission .....	37
2. Bidder's Organization and Experience .....	39
3. Details of Green Building Works Executed by the Bidder: .....	40
4. Description of Approach, Methodology and Work Plan for Performing the Assignment/TOR .....	41
5. Team Composition and Task Assignment.....	42
6. Curriculum Vitae (CV) for Proposed Experts and Support Staff.....	43
7. Turnover Statement .....	44
8. No Blacklisting Certificate.....	45
9. Power of Attorney.....	46
10. Undertaking .....	48
11. Format for Price Bid.....	49
12. Format for Bank Guarantee for towards Bid security/Earnest Money Deposit .....	51
13. Format for Bank Guarantee for Performance Security .....	53

## CHAPTER 1: BACKGROUND INFORMATION

### About GMDC:

Gujarat Mineral Development Corporation Ltd. (GMDC) is one of India's leading mining and mineral processing companies. For more than five decades, GMDC has been engaged in the development of the ample mineral resources of the state. GMDC ranked 469<sup>th</sup> among India's Fortune 500 Companies (2023) and among the Top-5 organizations by market capitalization in the mining sector. GMDC is India's second-largest Lignite-producing company. GMDC is a leader in Lignite exploration and supply in Gujarat. Mining lignite from deposit-rich areas across the state, GMDC markets it to various high-growth industries, including textiles, chemicals, ceramics, bricks, and captive power. GMDC mines of Lignite, Bauxite, Manganese, Ball Clay, Silica Sand, Bentonitic Clay and Limestone are spread across the state of Gujarat in Kutch, Devbhoomi Dwarka, Panchmahal, Bhavnagar, Bharuch, Surat and Chhotaudepur districts.

GMDC has embarked on an ambitious journey, strategically transforming itself into diversified portfolios spread across minerals and power assets while expanding its presence across the value chain through downstream integrations. In the year 2023, GMDC has emerged as the highest bidder for two of Odisha's mines in the recent coal block auction by Ministry of Coal. Odisha's Burapahar and the Baitarani West blocks are now under GMDC. This acquisition of the coal blocks is a significant achievement for GMDC, as it expands the company's presence in the coal mining sector and will contribute to the growth of the Indian economy.

GMDC also has a commendable reputation for complying with the state's occupational health and safety regulations. It is the recipient of the National Safety Awards for prioritizing the well-being and safety of its employees and labor.

### About GMDC-Gramya Vikas Trust (GMDC-GVT):

GMDC is carefully cultivating a culture of building good relations with the community. It constantly strives to address the needs of the communities in and around its areas of operations, many of which are situated in the remotest regions of Gujarat and Odisha. Over the years, GMDC-Gramya Vikas Trust (GMDC-GVT) is working on programs in Education, Healthcare, Drinking Water & Sanitation, and Rural Development for improving the quality of life of surrounding communities of GMDC Project Locations.

The Community Development Initiatives of GMDC-GVT have extensive geographical coverage with an outreach of 290 villages, and its functional area spans villages in Bharuch, Bhavnagar, Chhotaudepur, Devbhumi Dwarka, Kutch, Panchmahals, and Surat district in Gujarat and Angul and Sundargarh Districts of Odisha State.

In accordance with the expansion of GMDC in Odisha State, GMDC-GVT has planned the projects such as establishing and developing **CBSE Public School Facility** for addressing the educational needs of the children of the communities and generating the long-term impact at Chhendipada Tehsil, Angul District and Hemagiri Tehsil, Sundargarh District at Odisha State.

In addition, with the development of mining activities in the region, GMDC too will attract large no. of employees, contractors, contractual staff, and outsourced workforce. Education of wards of these categories of manpower, being the key decision-making criteria, to shift to such locations for work purpose, it is important to create schools in near future.

Since, the conventional construction of school is a time-taking process, the prefabricated structures for the school building, catering to the requirement of the CBSE School is preferred as an alternative and environment friendly solution. The prefabricated structures for the school will take lesser construction time, which will enable the GMDC-GVT to start the CBSE School creating sustainable impacts on the community.

For the said purpose, the process of land identification in Chhendipada Tehsil, Angul District is being done. Whereas the process for the land acquisition work for the location at Hemagiri Tehsil, Sundargarh District will be taken up soon.

Hence, in line with the CSR Policy, its approved thrust areas, and a vision to generate long-term impact within GMDC's the area of operations, GMDC-GVT plans to setup:

- 1) Prefabricated structure of School in Chhendipada Tehsil, Baitarani West, Angul District; &
- 2) Prefabricated structure of School in Hemagiri Tehsil, Burapahar, Sundargarh District of Odisha State.

Below are the brief details of the project for setting up of **Prefabricated Structure**:

Sr. No.	Project	Brief Details	Area	Location
1	School	To be developed based on Construction Requirement for a CBSE School with playground for education up to Std. 12 <sup>th</sup>	4 Acre	Chhendipada Tehsil, Baitarani West, Angul District
2	School	To be developed based on Construction Requirement for a CBSE School with playground for education up to Std. 12 <sup>th</sup>	2-3 Acre	Hemagiri Tehsil, Burapahar, Sundargarh District

### **Envisaged School:**

The envisaged Public Schools at Chhedipada Tehsil, Baitarani West, Angul District and Hemagiri Tehsil, Burapahar, Sundargarh District will be offering formal education from K-12 Standards. The prefabricated structure of school will be of 30,000 sq. feet consisting of 31 rooms with total 20 classrooms, 01 principal office, 01 staff room, 01 clerk office, 01 library, 01 TV Room, 01 Activity room for extra-curricular activities, 01 Composite Science Lab, 01 Physics Lab, 01 Chemistry Lab, 01 Biology Lab, 01 computer lab and adequate washroom facilities separate for boys and girls.

The school will also have 03 indoor sports facility and 02 outdoor sports facility.

Both the proposed school will adhere to CBSE Guidelines and hence, shall follow the mandatory requirements as mentioned below with respect to infrastructure facility.

### CBSE Guideline on School Infrastructure:

#### Infrastructure Facilities:

Infrastructure	Minimum Size	
	Sq. Ft.	Sq. Mtr.
Classrooms (Minimum floor space should be at least 1 sq. mtr. Per student)	500	8 m × 6 m
Composite Science Laboratory (For Secondary Level)	600	9 m × 6 m
Composite Science Laboratory & Separate Physics, Chemistry and Biology Laboratories (For Senior Secondary Level)	600	9 m × 6 m
Computer Laboratory	600	9 m × 6 m
Mathematics Laboratory	500	8 m × 6 m
Library	1200	14 m × 8 m
Room for extracurricular activities i.e., Music, Dance, Arts, Sports etc. (Optional)	500	8 m × 6 m
Drinking Water, Toilets, and other Physical Facilities	The school will provide adequate facilities for potable drinking water on each floor. The school will provide clean and hygienic toilets, Urinals with Partition for separate for Boys and Girls including children with special needs.	
Provision for CWSN (Children with Special Needs)	The school shall provide proper facilities in accordance with the provision laid down in RPWD Act-2016.	
Play-ground and sports facilities	<ul style="list-style-type: none"> <li>• Minimum 10,000 sq. feet (929 sq. mtr.) open playground for outdoor sports and other activities.</li> <li>• At least 2 outdoor &amp; 3 indoor sports facilities as per prescribed list.</li> </ul>	
Boundary Wall	Construction of Boundary wall to the premises.	

### Approachability to the Locations

#### 1. Chhendipada Tehsil, Angul District:

Particulars	Location	Distance
Nearest Airport	Bhubaneswar	175 km
Nearest Railway Station	Angul	45 km

#### 2. Hemgiri Tehsil, Sundargarh District:

Particulars	Location	Distance
Nearest Airports	Jharsuguda	55 km
	Rourkela	150 km
Nearest Railway Station	Hemgiri (Place name: Kanika)	9 km

	Belpahar Railway Station	13 km
	Jharsuguda Railway Station	34 km

### Current requirements

GMDC-GVT intends to appoint the Consultant for **comprehensive consultancy services including architectural Design Development, Transaction Advisory and PMC** for Prefabricated Structures for setting up Schools at Chhendipada Tehsil, Angul District and Hemagiri Tehsil, Sundargarh District of Odisha State.

Accordingly, Bids are invited from reputed and competent consultants for GMDC-GVT for the said Project.



## **CHAPTER-2: SPECIAL CONDITIONS OF CONTRACT**

### **1. GENERAL:**

Special Conditions of Contract shall be read in conjunction with, the documents forming part of this Contract. All Commercial terms shall be as per attached commercial terms and conditions.

### **2. SUFFICIENCY OF TENDER:**

The Bidder shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of this tender for the works, which shall cover all his obligations under the contract and all matters and things necessary for proper and timely completion of the work.

### **3. SCOPE OF WORK FOR CONSULTANT:**

For each of the 2 projects, the consultant shall be required to undertake following tasks:

#### **3.1 Preliminary Design:**

- The Consultant will initiate the project by developing initial design concepts and layouts for prefabricated schools.
- The Consultant will consider the specific requirements and goals of the school considering the CBSE Guidelines as mentioned above for the school infrastructure.
- Preliminary design concepts shall be in accordance with the local building codes, zoning regulations, environmental conditions, and other relevant factors. Submission of details of tests carried out for soil investigation of the site area before starting of designing and other works shall be in Consultant's scope.
- The design should be prepared considering the Seismic Zone under which the project sites are located.
- Green Building Norms can be considered in designing of the school campuses.
- Multiple design options (at least 02) are to be presented to GMDC-GVT for review and approval.

#### **3.2 Detailed Design:**

- Upon approval of preliminary design concept by the Authority, the consultant will proceed to develop comprehensive architectural drawings, specifications, plans, estimate of cost for the said project.
- The detailed design documents will provide a comprehensive blueprint for the prefabricated school. They will include floor plans, elevations drawings, cross-sections, and construction details.
- The consultant shall prepare plumbing, water supply management, drainage, sewage and solid waste management system, electrical system, firefighting system, HVAC and other Mechanical works and interior design.
- The consultant shall also provide estimated cost of the total works for the prefab structures for schools at both the project locations.
- The consultant will ensure that the design adheres to applicable building codes, accessibility standards, legislations, and environmental regulations as applicable and assist GMDC in obtaining the statutory approvals thereof.
- The consultant shall prepare working drawings to the required scale for actual construction work, workout the quantities of various items of such work and shall prepare detailed item wise estimates.

### 3.3 Transaction Advisory:

- The consultant will prepare the Tender/RFP Documents including the terms and conditions, scope of work of the contractor pertaining the development of Prefabricated Structures of the Schools based on the approved detailed architectural plans and specifications after seeking inputs from the authority.
- Additionally, the Consultant shall also suggest for determination of budgetary provisions and timeline for cashflows required for the project.
- The Consultant shall provide a detailed Plan for all the project components and milestones identified for the fulfillment of their respective scope of services and incorporate the same in the RFP.
- The Consultant will also undertake the responsibility in obtaining necessary approvals for the construction of prefab structures from the Local Authorities in accordance with the Regulatory requirements based on reports/drawings/submissions.
- The Consultant will facilitate the preliminary discussions of GMDC-GVT with prospective players through physical/online/VC mode, secure feedback and prepare a revised draft of RFP.
- The consultant will help in identifying and inviting qualified construction firms to submit proposals for the project.
- The consultant will participate in pre-bid meeting and prepare draft response to pre-bid queries and seek the input from Authority for finalization.
- The consultant will evaluate the technical proposals received, conduct assessment of potential contractors, and provide recommendations to GMDC-GVT for the selection of the most suitable contractor for the Project.
- Upon identification of the successful bidder for the Project, the Consultant will prepare the Agreement for the Construction of Prefab Structure for Schools in Chhendipada Tehsil, Baitarani West, Angul District and Hemagiri Tehsil, Burapahar, Sundargarh District to be executed between the Contractor and GMDC-GVT.

### 3.4 Construction Oversight:

- During the construction phase, the consultant will monitor the construction process on behalf of GMDC-GVT and ensure it aligns with the approved plans, specifications, and timeline.
- For this purpose, the consultant shall depute Sr. Engineer/Site Engineer for monitoring, supervision, co-ordination, and execution of work at each project site.
- This includes conducting regular site visits and inspections to assess the quality of work, adherence to safety standards, and progress of construction.
- The consultant will facilitate and participate in progress meetings with the contractor, addressing any design or construction issues that may arise during the project.

### 3.5 Quality control and Compliance:

- The consultant will ensure that the construction work meets the highest quality standards as outlined in the design documents and scope of work.
- They will verify compliance with all relevant local and national building codes, including seismic and wind load requirements, fire safety regulations, and accessibility standards.
- Verification and certification of contractor's bills and monitoring the performance of the contractor with the help of site engineers, assessment of the measurements, verification of work

executed in relation to the quantities, quality of work, and recommendation for payment to GMDC-GVT.

- Any necessary modifications or corrections to the design and construction will be identified and addressed promptly.

### 3.6 Project Management:

- The consultant will undertake **project** management responsibilities, overseeing project timelines, budgets, and resources.
- They will provide regular project updates to GMDC-GVT, ensuring that they are informed of the project's progress and any changes or challenges that may arise.
- In the event of any unexpected issues, the consultant will work proactively to identify solutions and keep the project on track.
- The consultant will advise GMDC-GVT regarding the additional item of the work not included in the RFP, if any, & not provided in the Agreement with reasons, justifications, and suggestion of the rate to be paid. The work will be carried out only after seeking due approval from GMDC-GVT.
- The Consultant shall not make any deviations, alterations, or omissions from the approved drawings, involving financial implications without written consent of GMDC-GVT.

### 3.7 Deliverables:

- The consultant will provide a range of deliverables at different project stages, including preliminary and detailed design drawings, construction documents, monthly project progress reports, and final as-built documentation. These documents are critical for project management, contractor communication, and future maintenance and renovation needs.

### 3.8 Project Timeline:

- The consultant will create and manage a project schedule, which outlines key milestones and deadlines. This timeline will help ensure that the project remains on track and that all parties are aware of their respective responsibilities and deadlines.

### 3.9 Final Certification:

- The consultant will provide technical assistance during the execution of the project including site visit, measurements, bill verifications and certifications.
- The consultant shall certify the final completion of certificate, stability certificate and other design certificates for the work based on the requirement specified in the Contract.
- The consultant shall prepare and provide to the GMDC-GVT, the completion drawing in three copies as per the actual work carried out within 01 month of issuance of completion certificate. The Completion Drawing should indicate all modifications, if any carried out after the technical sanctions of the work and during the execution of the work.

## 4. GENERAL SCOPE:

- The consultant shall submit all reports, drawings, 3D visual renderings, presentations, and other documents in fulfillment of the scope of services. The same shall be in soft copies and 3 sets of printed copies, in the formats and scale as directed from time to time by the Authority or its authorized representative. One set of models and a softcopy of the walkthrough shall also be submitted when required. All documents, drawings, reports, and any other documents submitted in fulfillment of the scope of services shall be prepared strictly as per statutory provisions and guidelines issued by the

Central/State Government/ local authorities and following the best international practices and codes as applicable to such development.

- The Consultant shall provide, without question or fail, all information within the purview of the scope of services as sought by all committees and other agencies appointed by the Authority for the purpose. Support and assistance, if any, to the extent required by such committees and other agencies, shall also be provided by the Consultant as and when desired by the Authority.
- The Consultant shall be required to aid and advise in matters relating to all aspects covered under the scope of services, as and when required.
- The Consultant shall provide a complete Project Management Plan in the desired format, for all the project components and milestones identified for the fulfillment of their respective scope of services.
- The Consultant shall maintain organizational/governance structure to the satisfaction of the Authority to ensure effective rendering of the scope of services.
- The Consultant shall be required to participate in all meetings as and when sought by the Authority. During work stages as listed in the scope of services, the Authority expects to hold periodic meetings at the Office of Authority/Site, or any other place as decided by the Authority or through virtual mode for the Consultant to demonstrate the work progress and take inputs from the Authority.
- The Consultant shall nominate a senior representative from its organization who will be allowed to deal/interact with the authority, and other designated committees/groups, etc. the status/designation/qualifications of such representative(s) of the consultant shall be the matter of discretion of the Authority; and the decision of the authority in this regard shall be final and binding on the consultant.
- The Consultant shall
  - Undertake that the decision of the Authority shall be final in all matters relating to the interpretation of architectural design and related architectural details, and the Consultant shall be bound to execute such decisions to the satisfaction of the Authority.
  - Undertake that the Authority, at its sole discretion and without assigning any reasons whatsoever, reserves the right to appoint any individual and/or organization as it may deem fit to render the whole or part of services covered in this RFP in the interest of timely and qualitative completion of Project.
  - Undertake that the Authority can decide to allot the two projects to two different bidders based on criteria and can take decision on which location to be allotted.
  - Undertake that the scope of the Consultant shall include but not be limited to consultation with stakeholders; preparation and submission of all reports, drawings, and all other documents as may be required; and incorporating necessary changes or making modifications in the designs based on inputs received from the concerned regulatory authorities or the Authority, including requisite audit one year after completion.
  - Undertake that all Intellectual Property Rights of the schemes and proposals submitted in fulfillment of the scope of services shall rest with the Authority and no claim whatsoever shall be admissible on the Authority in respect of any proprietary rights or copyrights of the same on the part of the Consultant. The Consultant shall indemnify the Authority from any claims including but not limited to third party claims related to violation of any copyright or Intellectual Property Rights. However, the Consultant shall reserve their right to be acknowledged as the author of the schemes and proposals.

**Note:** The consultant shall provide Consultancy Services as broadly described above. However, it should be clearly understood that the description of services is only indicative, and the Consultant shall be required to perform any other services which may be required whether expressly mentioned for the completion of the entire project to the satisfaction of CLIENT.

## 5. THE KEY DELIVERABLES: (For both the Projects)

Sr. No.	Broad Deliverable	Timelines
1	Preliminary Design – Developing initial design concepts and layouts of prefabricated structures of Schools	1 month from signing of contract
2	Preparation of Detailed Design- comprehensive architectural drawings, specifications, and plans.	1 month from Land acquisition
3	Transaction Advisory: Bidding, Contractor Selection, and fulfilment of Regulatory Requirements	6 months from Land acquisition
4	Construction Oversight, Quality Control and Compliance and Contract Management, Verification and Completion Certificate	Based on the agreed timeline of RFP for construction of Prefabricated structure of schools at both the project locations

## 6. PAYMENT TERMS:

The payment to the Consultant for performance of their part of contract and for the services rendered shall be in **percentage** of the total cost of construction of prefabricated structure of schools at Chhendipada Tehsil, Angul dist. and Hemagiri Tehsil, Sundargarh dist. including all the taxes, levies except GST as applicable as submitted in the Price Bid of the RFP and such other services as may be required to complete the construction work entrusted to the consultants under the contract. The payment terms will be as follows:

Stages	Particulars	Details
I	Submission of soil investigation and survey report	2%
II	Submission of concept layout plan design, & Estimate	10%
III	Administrative approval and technical sanction of the plan and estimates	18% of quoted percentage of total estimated cost
IV	Preparation and Floating of the RFP including tender drawings and BOQ of the tender	10% of quoted percentage of total estimated cost
V	Evaluation of bids and finalization of selected bidder	10% of quoted percentage of accepted tender value
VI	Execution of Agreement between Authority and selected bidder & Fulfilment of Regulatory Requirements	10% of quoted percentage of accepted tender value
VII	Construction Oversight, Quality Control and Compliance and Contract Management – Payment based on bills certified by client and paid to contractor	30% of quoted percentage of the certified bill amount

VIII	Within three months after the issue of completion certificate, submission of drawings and building use permission granted by competent authority based on requirement	Remaining payment (10% of percentage of actual cost of construction subject to adjustment of earlier stagewise payment made)
------	---	--

## 7. CONSULTANT'S RESPONSIBILITY

- 7.1. The consultant shall adhere to the project deliverables based on scope of work and the timeline.
- 7.2. The consultant shall engage the experts including architects, structural engineers, mechanical and electrical engineers, and other specialists & resources such as tools, software etc., depending on the deliverables.
- 7.3. The consultant shall nominate the coordinator who will be single point of contact for matters pertaining to this work.
- 7.4. In case of any request from GMDC-GVT for alternate options of preliminary design or detailed design, any modifications in terms of execution of the project, the consultant shall carry out redesign/rework for such modifications without any extra charges.
- 7.5. In case of non-compliance of system performance, the consultant shall come out with suitable suggestions/alterations to make it successful within agreed period.
- 7.6. In case of allotment of the work, the consultant should have functional Head/Branch office in Odisha.
- 7.7. The consultant shall participate in monthly review/monitoring of work in progress with GMDC-GVT and consider the feedback and suggestions for better implementation of the targeted job.

## 8. OWNER'S OBLIGATIONS:

- 8.1. GMDC-GVT will nominate a coordinator who shall be single point contact for all matters pertaining to this work.
- 8.2. GMDC-GVT will provide / arrange to provide / assist in getting various available information/land plan for proposed project/drawing/data/documents/reports, etc. in connection with the assignment, as may be required by the consultant during the contract period.
- 8.3. GMDC-GVT will pay all the fees, levies, security deposits and expenses in respect of statutory sanction.
- 8.4. To honour of Consultant's bills as early as possible on its submission.
- 8.5 GMDC-GVT will provide specific instructions in reference to works as per the Consultant's advice.

## CHAPTER 3: INSTRUCTIONS TO BIDDERS

### 1. General Terms and Conditions:

- 1.1. The interested bidders can submit their queries through post or on [ceogvt@gmdcltd.co.in](mailto:ceogvt@gmdcltd.co.in) in writing on or before the due date mentioned in the Bid data sheet. Queries received after the set time limit shall not be considered in the pre bid meeting.
- 1.2. Pre-bid meeting will take place at the date and time mentioned in the Bid Data Sheet at GMDC-GVT office where in the prospective applicant/ bidder will have an opportunity to obtain clarifications regarding the offer conditions.
- 1.3. Clarifications/responses shall be shared by uploading such responses online only at website of GMDC-GVT (i.e., <https://gmdcgvt.org/> and (n)procure portal if required in the form of an addendum and or corrigendum.
- 1.4. GMDC-Gramya Vikas Trust (GMDC-GVT) may also on its own motion, if deemed necessary, issue interpretations and clarifications and amendment to RFP. All clarifications and interpretations issued by GMDC-GVT shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by GMDC-GVT, or its employees or representatives shall not in any way or manner be binding on GMDC or GMDC Gramya Vikas Trust.
- 1.5. Any Addendum/Corrigendum issued hereunder will be in writing and shall be uploaded on GMDC-GVT website (i.e., <https://gmdcgvt.org/> and (n)procure portal.
- 1.6. GMDC Gramya Vikas Trust reserves the right to accept or reject any or all bids, and to annul the selection process and reject all bids at any time prior to the award of contract, without thereby incurring any liability or any obligation in any form to the affected firms on any grounds. GMDC-GVT reserve the right to disqualify/reject bid of any bidder at any stage of evaluation of bid if found to have any kind of fraudulent practice.
- 1.7. GMDC-GVT will have the right to decide on allotment of work for the comprehensive consultancy to different bidders for both the project location. If so, the decision of the authority will be final.
- 1.8. The costs of preparing the bid and of negotiating the contract, including visits to the GMDC offices are not reimbursable by GMDC Gramya Vikas Trust. The Bidder shall be deemed to have full knowledge of the role and responsibilities of the work.
- 1.9. The bid and all the associated correspondence shall be written in English and shall conform to the prescribed format.
- 1.10. The bid shall be signed by the Bidder or duly authorized persons to bind the Bidder to the contract. The letter of authorization shall be indicated by written power of attorney and shall accompany the bid.
- 1.11. The Bidder should submit a Power of Attorney as per Annexure 09, authorizing the signatory of the Bid and to commit the Bidder, along with submission of Bid. Details of documentation required for various parts of the Bid are provided in RFP and the formats for Bid submission (including format for Power of Attorney) is given as part of the Forms at the end of this document.
- 1.12. A Bidder that is under a declaration of ineligibility by Government of Gujarat or any other Government authority in India at the date of submission of the Bid or during evaluation of Proposals shall be disqualified.
- 1.13. **Bid Validity:** - Validity date is **180 days** from last date of submission. A Bid valid for a shorter period may be considered nonresponsive and liable to rejection.

- 1.14. **Bid Security:** - The Bid Security as mentioned in the Bid Data Sheet shall be submitted. GMDC- Gramya Vikas Trust shall reject any bid not accompanied by appropriate bid security, as non-responsive.
- i. Bid Securities of the unsuccessful bidders shall be returned to them at the earliest.
  - ii. The Bid Security may be forfeited:
    - a. If a Bidder withdraws its bid during the period of bid validity.
    - b. If the Successful Bidder fails to sign the Contract within required timeframe; or furnish a performance security.

## 2. Conditions of Eligibility of Bidders:

The Bidders must carefully read the minimum conditions of eligibility provided herein and shall submit the Pre-Qualification Documents for providing proof of satisfying the same. Bids of those bidders who satisfy the conditions of eligibility will be considered for Evaluation. For determining the eligibility of Bidders, the following shall apply:

- 2.1 To be eligible for evaluation of its Bid, the Bidder should be a registered private/public limited company or partnership or proprietorship firm or expert institution and should be in existence in India for a minimum period of 10 years as on 31<sup>st</sup> December 2023.
- 2.2 The bidder should meet the Technical & Financial Pre-qualification Criteria as mentioned in Clause 3.
- 2.3 The Bidder shall not have a conflict of interest (the **“Conflict of Interest”**) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified.
- 2.4 Any entity that has been barred by the Central/ State Government in India, or any entity controlled by it, from participating in any project, and the bar subsists as on the Bid Due Date, would not be eligible to submit the Bid.
  - i. Bidder in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder.
  - ii. Provided, however, that where a Bidder claims that its disqualification arising on account of any cause or event specified in this clause is such that it does not reflect: (a) any malfeasance on its part in relation to such cause or event; (b) any willful default or patent breach of the material terms of the relevant contract; (c) any fraud, deceit or misrepresentation in relation to such contract; or (d) any rescinding or abandoning of such contract, it may make a representation to this effect to GMDC-GVT for seeking a waiver from the disqualification hereunder and GMDC-GVT may, in its sole discretion and for reasons to be recorded in writing, grant such waiver if it is satisfied with the grounds of such representation and is further satisfied that such waiver is not in any manner likely to cause a material adverse impact on the Bidding Process or on the implementation of the Project.



### 3. Pre-Qualification Criteria:

3.1 The bidder should meet the following Pre-Qualifying Criteria (PQC):

Sr. No.	Basic Requirement	Specific Requirement	Documents Required
1	Legal Entity	The bidder should be a private/public limited company or partnership or proprietorship firm or expert institution and should be in existence in India for a minimum period of 05 years as on 31st March 2024.	* Certificate of Incorporation * Memorandum of Association or Articles of Association *Registration Certificates *GSTIN *PAN Card
2	Financial Capability	The annual turnover of the Bidder from the Consultancy services in the last three (3) financial years (2021-22, 2022-23, 2023-24) should be minimum INR 1.00 Crore (Rupees One crore Only).	* Extracts from the audited Balance Sheet and Profit & Loss Account, OR * Certificate from the Statutory Auditor
3	Technical Capability	The Bidder should have completed in the last 10 years (as on bid-due date), in India, the following projects for Central & State Government/ State Agencies/ Boards/ Government/ UT/ PSUs/ ULBs (Urban Local Bodies), Government Turnkey/ EPC/ BOT/ BOO/ PPP Model Projects.  a) One completed project* costing not less than the amount of Rs. 25 crores during last 10 years. OR  b) Two completed projects* costing not less than the amount Rs. 10 crores during last 10 years. OR  c) Three completed projects* costing not less than the amount Rs. 05 crores during last 10 years.	* Documentary evidence for work experience of similar nature from the client such as (i) copy of work order/contract and (ii) Client Completion Certificate/Performance certificate or other verifiable evidence.

4	Blacklisting	<p>A Self-certified letter by the authorized signatory of the bidder that the Bidder has not been blacklisted to participate in any tender as on the bid submission date by any Central/State Government or Public Sector Undertaking must be submitted on original letter head of the bidder with signature and stamp.</p> <p>The Bidder should not have any Conflict of Interest.</p>	<p>* A Self-certified letter that the bidder has not been blacklisted by an Authorized Signatory on the Organization's letter head with signature and seal.</p>
---	--------------	---	---

**\*Similar type of projects** means architectural design development/PMC/transaction advisory/setting up of the Prefabricated Structure/concrete structure of Residential/Non-residential Buildings, Hospitals, Schools, Hostels, Shopping Centre, Dispensary, recreation facility, Office Building, Commercial Complex, hotels, etc. The experience in similar nature of work should be supported by certificates issued by an authorized officer/authorized competent authority/competent authority.

*If the bidder has completed any school project, that shall be compulsorily provided with the supporting documents.*

**3.2 Conflict of Interest:**

A Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified.

In the event of disqualification, GMDC-GVT shall be entitled to forfeit and appropriate the Bid Security or Security Deposit, as the case may be, as mutually agreed genuine pre- estimated loss and damage likely to be suffered and incurred by GMDC-GVT and not by way of penalty for, inter alia, the time, cost and effort of GMDC-GVT, including consideration of such Bidder's Bid (the "Damages"), without prejudice to any other right or remedy that may be available to GMDC-GVT under the Bidding Documents and/ or the Agreement or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, unless specifically permitted elsewhere in the tender document.

The Bidder is required to submit in the letter provided in Appendix 1 as the declaration of not having any Conflict of Interest.

**4. Fraud and Corrupt Practices:**

- 4.1 The Bidders and their respective officers, employees, agents, and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, GMDC-GVT may reject a Bid without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice in the Bidding Process.
- 4.2 Without prejudice to the rights of GMDC-GVT under above Clause hereinabove, if a Bidder is found by GMDC-GVT to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Bidder shall not be eligible to participate in any tender or RFP issued by GMDC-GVT during a period of 2 (two) years from the date such Bidder is found by GMDC-GVT to have directly

or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

4.3 For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

- a. "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of GMDC-GVT who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOI or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of GMDC-GVT, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOI or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOI or the Agreement, who at any time has been or is a legal, financial or technical adviser of GMDC-GVT in relation to any matter concerning the Project;
- b. "Fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process.
- c. "Coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process.
- d. "Undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by GMDC-GVT with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- e. "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

## 5. Manner of Preparation of Bid Proposal:

Bidder's Proposal (the Proposal) will consist of following components:

- i. Bid Security/Earnest Money Deposit (EMD)
- ii. The Technical and Price Bids shall be submitted online only at (n)procure portal. The documents and format to be uploaded as part of Technical Bid and Price bids shall be as per the RFP.
- iii. Last Date for submission of the Technical and Financial bid electronically on the (n)procure website is as per the Bid Data Sheet.
- iv. The Technical bid along with the RFP fees and EMD shall also be submitted in Hard Copy as per the details in the Bid Data Sheet.

### A. Technical bid

5.1.1 The documents of Technical Bid shall be uploaded as per the list of documents to be submitted, provided in table hereinbelow in this RFP, and should comprise of all documents required to be submitted as per the corresponding Annexures mentioned.

5.1.2 The documents shall be scanned in JPEG or any other light but visible formats available.

5.1.3 The Bidders are required to submit its Bids (i.e., Technical Bid and Financial Bid) on or before the Bid Due Date.

5.1.4 The Technical bid shall not include any information related to Financial Bid. Technical bids containing information related to Financial Bid shall be declared nonresponsive.

5.1.5 The technical Bid shall be submitted in the sequence mentioned below.

Sl. No.	Annexure No.	Particulars
1	1	Letter of Bid Submissions signed by authorized signatory of Bidder
2	2	<ul style="list-style-type: none"> <li>• Bidder's Organization and Experience.</li> <li>• supporting documents such as Certificate of Incorporation, MOA, AOA, GSTIN Registration, PAN, Partnership deed etc.</li> <li>• Documentary evidence for work experience of similar nature from the client such as (i) copy of work order/contract and (ii) Client Completion Certificate/Performance certificate or other verifiable evidence.</li> </ul>
3	3	<ul style="list-style-type: none"> <li>• Details of the Green Building Works executed by the Bidder</li> </ul>
4	4	<ul style="list-style-type: none"> <li>• Approach and Methodology</li> </ul>
5	5	<ul style="list-style-type: none"> <li>• Team Composition and Task Assignments</li> </ul>
6	6	<ul style="list-style-type: none"> <li>• Curriculum Vitae (CV) for Proposed Experts and Support Staff</li> </ul>
7	7	<ul style="list-style-type: none"> <li>• Statutory Auditor/Registered Chartered accountants statement specifying Turnover for last five (3) Financial Years including separate mention of the Turnover from Consultancy services</li> <li>• Audited Financial statements for last 3 Financial years</li> </ul>
8	8	<ul style="list-style-type: none"> <li>• No Blacklisting certificate self-attested by the Authorised Signatory on the letterhead of the Bidder's registered entity</li> </ul>
9	9	<ul style="list-style-type: none"> <li>• Power of Attorney</li> </ul>
10	10	<ul style="list-style-type: none"> <li>• Undertaking</li> </ul>
11	11	<ul style="list-style-type: none"> <li>• Price bid to be filled up at designated places on <b>(n)procure portal</b> as per the format provided in Annexure 11.</li> <li>• Bidders must fill the rates considering the instructions provided in Annexure 11. Any Bids, which are not as per the instructions, shall summarily be rejected.</li> <li>• The Bidder must submit the declaration in this regard as part of Technical Bid (Such Declaration must state that the Price Bids are filled up on (n)procure Portal as per the Method specified above in table above as well as per the instruction to fill up the prices).</li> </ul>

12	---	<ul style="list-style-type: none"> <li>Original RFP documents issued along with updated addendums/amendments thereto, duly signed by the Bidder through its authorized signatory on all pages.</li> </ul>
----	-----	---

**B. Financial bid**

- 5.2.1 Financial bid must be submitted by the bidder on the **(n)procure portal ONLY** as per the format specified at Annexure 11. The bid will be considered as nonresponsive in case if financial bids are submitted in hard copy through hand delivery/post or through email or any other mode. Such bids will be outrightly rejected from the further process of evaluation.
- 5.2.2 All information provided in Bidders’ Financial Bid will be treated as confidential.
- 5.2.3 The rates to be quoted shall be as per the format given in Annexure 11 and it shall include all costs/expenses and statutory taxes (if any) excluding GST. GMDC-Gramya Vikas Trust (GMDC-GVT) shall pay GST additionally. All the cost shall be in INR.
- 5.2.4 The price quoted above are inclusive of all expenses including cost of visiting GMDC/GMDC-GVT office at Ahmedabad for meetings and presentations and visits to different project sites and other locations to deliver the assignment.

**6. Proposal Evaluation**

**Technical bid**

**A. Responsiveness Check**

- 6.1 Prior to evaluation of Technical Bids (i.e., Qualification Criteria), the Authority shall determine whether each Bid is responsive to the requirements of the RFP. A Bid shall be considered responsive only if:
  - i. Price Bid is not submitted physically (through Hard Copy).
  - ii. Technical Bid is accompanied by scanned copy of the Bid Security (EMD) as specified in the clause 1.14 of Chapter 3 of the RFP respectively.
  - iii. Physical submission of Hard Copy of the Technical Bid along with the EMD is made within specified timeline and in valid format as per the RFP conditions.
  - iv. The electronic Bid and physical submissions are received by the Bid Due Date including any extension thereof pursuant hereto.
  - v. It contains all the information (complete in all aspects) as requested in this RFP and/or Bid Documents (in formats same as those specified in the RFP).
  - vi. It does not contain any conditionality; and is not non-responsive in terms hereof and any other conditions specified elsewhere in RFP. The Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution, or withdrawal shall be entertained by the Authority in respect of such Bid.

6.2 Evaluation of Pre-Qualification Criteria and document checks of only those Bidders shall be carried out whose Bids determined to be responsive.

**B. Assessment of Pre-Qualification Criteria**

6.3 The Authority shall examine and evaluate the Pre-qualification of each Technical Bid upon determining its responsiveness as per sub clause (A) above.

6.4 The Bidder must meet Pre-Qualification Criteria specified in clause 3.1 of Chapter 3 and accordingly have submitted all documents to qualify for next stage of assessment.

6.5 Assessment of technical bids to assign Technical Score of only those Bidders shall be carried out whose Bids are meeting Pre-Qualification Criteria and submitted all required documents pursuant to sub clause 5.1.5 of Chapter 3.

6.6 The members of the 'Tender Evaluation Committee' of GMDC-Gramya Vikas Trust (GMDC-GVT) will carry out the evaluation of proposals of bidders satisfying the Pre-Qualification Criteria as specified in clause 3.1 of Chapter 3 on the basis of their responsiveness to the RFP, applying the evaluation criteria as given in the table below. Each responsive proposal will be given a technical score. The technical bid shall be evaluated and provided a Technical Score on the following basis:

Sr. No.	Criteria	Maximum Score	Documents to be submitted
1	<b>Experience of The Bidder: No. of years of working experience</b>	The bidder should be a private/public limited company or partnership/ proprietorship firm or expert institution and should be having existence in India for a minimum period of 05 years on the Bid Due Date. <b>(Maximum 20 Marks)</b> a) More than 05 years and up to 10 years-10 marks b) More than 10 years and up to 15 years-15 marks c) More than 15 years- 20 marks	* Documents of Registrations
2	<b>Work Experience of Bidder in last 10 years</b>	The Bidder must have executed similar nature of projects within the last 10 years only as per similar work definition mentioned above: <b>(Maximum 30 Marks)</b>  a) Similar type of completed projects costing more than Rs. 25 crores during last 10 years. (15 marks per project)  b) Similar type of completed projects costing more than Rs. 10 crores up to Rs. 25 crores during last 10 years. (10 marks per project)  c) Similar type of completed projects costing more than Rs. 05 crores up to Rs. 10 crores during last 10 years. (05 marks per project)	Client details, cost of work, work order, duration of work and completion certificate from the client

3	<b>Financial Capabilities</b>	The annual turnover for the Bidder from the Consultancy services in during last THREE (3) financial years (2021-22, 2022-23, 2023-24) should be minimum INR 1.00 Crore (Rupees One crore Only). <b>(Maximum 15 Marks)</b> <b>Turnover:</b> a) More than 1.00 crore and up to 1.50 crores- 10 marks b) More than 1.50 crores and up to 2.00 crores- 12 marks c) More than 2.00 crores-15 marks	CA Certificate as a proof of Turnover
4	<b>Certification of Green Buildings</b>	The Bidder must have executed at least one project having IGBC/GRIHA Certification of Green Buildings with the minimum Project Cost of Rs. 5 crores or above for State/Central/Semi-Government/Public Sector Organization/Private Sector within last 10 years only. <b>(05 Marks)</b> a) Certified/3 star- 3 marks b) Silver/4 star- 4 marks c) Gold/5 star- 5 marks	Client details, cost of work, work order, duration of work and completion certificate from the client
5	<b>Technical Presentation</b>	The presentation in ppt format shall include: <b>(30 marks)</b> a. Understanding of the Project including location b. Approach and Methodology for the overall scope of work c. Work Plan d. Activity and staffing Schedule e. Conceptual Options for the development of the project f. Presentation of the similar projects carried out by the Bidder	Color print of the technical presentation shall be submitted in the technical bid submission.
<b>Total Technical Score</b>			<b>100 marks</b>

- i. GMDC-Gramya Vikas Trust (GVT) shall declare the Bidders who have scored more than or equal to 70 marks in technical evaluation as “Technically Qualified”.
- ii. Marks obtained by Technically Qualified Bidders shall be considered Technical Score (Ts).

## **Financial bid**

- C. The financial proposal shall be in the form of a fee to be quoted in the percentage of the proposed construction cost of the proposed projects. The financial bid shall be submitted in the following manner:**

<b>Sr. No.</b>	<b>Particulars</b>	<b>Percentage</b>
<b>1</b>	Fees for Comprehensive Consultancy services including Architectural Design Development, Transaction Advisory and PMC for Prefabricated Structure for School at Chhendipada Tehsil, Angul District, Odisha state	
<b>2</b>	Fees for Comprehensive Consultancy services including Architectural Design Development, Transaction Advisory and PMC for Prefabricated Structure for School at Hemagiri Tehsil, Sundargarh District, Odisha state	

No extra charge for project management consultancy (PMC) will be considered and paid, if awarded construction work of prefabricated schools are extended beyond the stipulated time period mentioned in construction RFP.

## **7. Opening and Evaluation of Technical and Financial bid**

- 7.1 As per the results obtained in each Technical bid, The TC "Tender Committee" will proceed with the technical evaluation report and choose to open the financial bid of qualified bidders meeting the minimum required technical score.
- 7.2 Before completion of the evaluation of the Technical bid, GMDC-Gramya Vikas Trust may, at its sole discretion, invite the eligible Bidders to make a presentation on their Technical bid to facilitate the understanding and evaluation of its Technical bid.
- 7.3 GMDC-Gramya Vikas Trust's representative will open Financial bid. Such representative will communicate to the qualified Bidder and the total price shown in the Bidder's Financial bid. This information will be recorded in writing by GMDC Gramya Vikas Trust's representative.

## **8. Method of Evaluation:**

### **Quality cum Cost Based (80:20) Selection (QCBS):**

The technical bids are evaluated first. The firm(s) scoring a minimum of 70 points out of a maximum of 100 points on the technical bid are then stated as "Technically Qualified". This is the minimum Technical Score for qualification of the technical bid. Those securing less than the minimum Technical Score would be rejected and the financial bid of the rest would be opened.



- i. The qualified bidders will be intimated about the opening of the financial bid.
- ii. The Financial Quotes of the Bidders shall be ranked and the Financial Score of the bidder shall be calculated with the lowest Financial Quote shall be given 100 points and all other bidders will be marked proportionately. The Financial Score (Sf) of the financial bids of the other bidders will be computed as per formula below:

$$Sf = 100 \times Fm / F,$$

In which Sf is the Financial Score, Fm is the lowest Financial Quote and F is the Financial Quote of the proposal under consideration.

- iii. Final score for all technically qualified bidders will be computed using the following formula, providing 80% weightage to the Technical Score and 20% weightage to the Financial Score.

$$\text{Final Score} = 0.8 \times \text{Technical Score} + 0.2 \times \text{Financial Score}$$

**The bidder with the highest Final Score (H1) will be considered as the Selected Bidder.**

## 9. Earnest Money Deposit (EMD) and Performance Security

- 9.1 The tender received without EMD will be summarily rejected. No relaxation on EMD/Performance Security for any small-scale industry shall be considered.
- 9.2 The bidder shall deposit Earnest Money Deposit of Rs. 150,000/- only by way of demand draft in favor of 'GMDC-Gramya Vikas Trust', payable at Ahmedabad of Nationalized bank in the manner acceptable to GMDC-GVT. EMD in any other form except DD, bid will be outrightly rejected.
- 9.3 If the contractor does not pay Performance Security and does not commence work as per the conditions of RFP, EMD paid by the consultant will be liable to be forfeited by the authority and in that case GMDC-GVT may take necessary decision including but not limited to termination of contract.
- 9.4 The Selected Bidder will furnish within 21 days of the acceptance of Letter of Intent (LOI), an Unconditional Bank Guarantee (in prescribed format) payable at Ahmedabad, from any Nationalized or scheduled commercial Bank in India having its office at Gujarat for an amount equivalent to 5% (five percent) of the total contract value towards Performance Security valid for a period of three (3) months beyond the stipulated date of completion of services for the construction of Prefabricated schools.
- 9.5 However, if the payable agreed fees exceed the agreed initial amount, deduction against Performance Security will be made at 10% of the exceed amount of fees.
- 9.6 GMDC-GVT reserve the right to recover the charges or the penalty/liquidated damages from the Performance Security.
- 9.7 GMDC- Gramya Vikas Trust (GMDC-GVT) will have the right to invoke the performance security without assigning any reasons if performance of the successful bidder is not found up to the mark.

## 10. Miscellaneous Information

- 10.1 Amounts payable by GMDC-GVT to the selected consultant under the contract shall be subjected to deduction of applicable taxes, if any.

## 11. Payment Terms

- 11.1 The Consultant will raise the milestone linked invoices for all payments to be done upon contract finalization as per the scope of work. All such bills shall be paid to consultant within 30 days of

submission of invoices. The payments will be made according to Clause 6 of Chapter 2 of the RFP. The successful bidder shall submit their monthly progress report for monitoring and evaluation purpose.

## 12. Limitation of Liability

- 12.1 The Consultant's liability under the RFP will be limited to the total fee it will receive from GMDC-Gramya Vikas Trust for the execution of the project based on the terms defined in this RFP/Corrigendum/Addendum and Agreement/Contract thereafter.

## 13. Penalties for Non-Performance

- 13.1 **Liquidated Damages for Delay:** In case of delay in submission of any deliverable, liquidated damages, not exceeding an amount equal to 0.2% of the Consultancy Fee per week, subject to a maximum of 5% of the Consultancy Fee will be imposed and shall be recovered by an appropriation from the Performance Security or otherwise. However, in case of delay due to reason beyond the control of consultant, a suitable extension of time shall be granted on a written request justifying the cause of such action.
- 13.2 **Encashment and appropriation of Performance Security:** The Authority shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the consultant in the event of a breach of this Agreement or for recovery of liquidated damages specified in the RFP Clause.
- 13.3 **Penalty for deficiency in Services:** In addition to the liquidated damages not amounting to penalty, as specified in the RFP Clause, a warning may be issued to the Consultant for minor deficiencies on its part. In the case of significant deficiencies in Services harming the Project on the reputation of the Authority, other penal actions including debarment for a specified period may be initiated as per the policy of the Authority. If a major deficiency of significant nature in the services is observed, and additional levy of compensation up to a maximum of 5% of the consultancy fee shall be made on the consultant. In this regard, the decision of authority will be final binding.
- 13.4 The consultant shall certify the Contractor's bill within 15 working days from the date of receipt of RA Bill and 30 working days for Final Bill, otherwise an amount of Rs. 1000/- per day in both cases, shall be deducted from the bill of Consultant.

## 14. Documents to be prepared by the Consultant to be the Property of the Authority

- 14.1 All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, documents, and other materials (the "documents and materials") prepared by consultant, its employees, subcontractors, and the agents in performance of this Agreement shall be the property of Authority and shall be delivered to Authority upon request of the competent officer or upon the termination of the Agreement, and
- 14.2 Consultant shall have no claim for further employment or additional compensation as a result of the exercise by Authority of its full rights of ownership, use, reuse or assignment of the documents and materials hereunder. In the event of termination, all finished or unfinished documents and other materials, if any, at the option of authority, and to the extent permitted by law, shall become the property of the Authority. Consultant may retain copies thereof for its files and internal use. Any publication of information directly derived from work performed or data obtained in connection with the services rendered under this Agreement must be first approved by the Authority.

## 15. Termination of Contract

The contract can be terminated by written notice of 30 days from either side. However, during the currency of contract, all parties shall discharge their due obligations.

## 16. Settlement of Disputes

- 16.1 **Amicable Settlement:** - The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.
- 16.2 **Dispute Settlement:** - In case the dispute is not resolved amicably, the matter shall be settled by the arbitrator under the Arbitration and Conciliation Act, 1996 and its decision would be final and binding on both the parties. The Arbitration and Conciliation Act, 1996 and the rules made there under and any statutory modification or re-enactments thereof, shall apply to the arbitration proceedings. The venue of the arbitration shall be Ahmedabad, Gujarat. Pending the submission of and/or decision on a dispute, difference or claim or until the arbitral award is published; the Consultant shall continue to perform all its obligations under Agreement without prejudice of final adjustment in accordance with such award.
- 16.3 **Legal Jurisdiction:** - Any legal dispute arising out of the Agreement shall be settled at the Court of Law located at Ahmedabad, Gujarat.
- 16.4 **Governing Law:** - This Contract shall be governed by and construed in accordance with the laws of India. Neither GMDC Gramya Vikas Trust (GMDC-GVT) nor the Consultant shall have the right to transfer or assign their responsibilities resulting from this Contract.

## 17. Forfeiture of EMD

- 17.1 The EMD is liable to be forfeited if:
- i. The Bidder modifies or withdraws his offer after due date and time for submission of Bids.
  - ii. The Bidder increases the prices unilaterally after the opening of Bid and during the validity period of the Bid.
  - iii. The Bidder does not accept the correction of Bid price pursuant to 'Discrepancies and Adjustment of Errors', of Bid document.
  - iv. The Successful Bidder does not commence the work as specified in Work order.

## 18. Indemnification

- 18.1 To the fullest extent permitted by Law, the Bidder assumes liability for and shall indemnify, protect, save and hold harmless the GMDC and GMDC- Gramya Vikas Trust (GMDC-GVT) from and against all liability, claims, costs, expenses, taxes and assessments including strict liabilities, penalties, punitive damages, attorney's fees and court cost which are, or may be required with respect to any breach or omissions of the Bidder's obligations under the contract, or for which the Bidder has assumed responsibility under the contract, including those imposed under any contract, local or national laws, or in respect of all salaries, wages or other compensation of all consultants or employees employed by the Bidder in connection with performance of any work covered by the contract. The Bidder shall execute and deliver such other further instruments and to comply with all the requirements of such laws and regulations as may be necessary there under to confirm and effectuate the contract and to protect GMDC and GMDC Gramya Vikas Trust. GMDC or GMDC Gramya Vikas Trust shall not be in any

way held responsible for any accident or damages incurred or claims arising there from during discharge of the obligations by the Bidder under this contract.

## 19. Force Majeure

### 19.1 Definition:

- i. For the purposes of this RFP, “Force Majeure” means an event which is beyond the reasonable control of the Bidder, and which makes its performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Consultant invoking Force Majeure to prevent), confiscation or any other action by GMDC or GMDC Gramya Vikas Trust.
- ii. Force Majeure shall not include
  - a. any event which is caused by the negligence or intentional action of the Bidder or such its Sub-Consultant or agents or employees, nor
  - b. any event which a diligent Bidder could reasonably have been expected to both (A) take into account at the time of the conclusion of the assignment, and (B) avoid or overcome in the carrying out of the scope of work.
- iii. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

### 19.2 Extension of Time

Any period within which the Bidder shall complete any action or task, shall be extended for a period equal to the time during which the said Bidder was unable to perform such action as a result of Force Majeure.

### 19.3 Payments

During the period of its inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to be reimbursed for payment due up to the Services Delivered as on date of intimation of Force Majeure.

## 20. Confidentiality:

20.1 The Consultant shall not, without GMDC Gramya Vikas Trust’s prior written consent, disclose the details of the assignment, or any provision thereof, or any specification, plan, sample of information furnished by or on behalf of GMDC Gramya Vikas Trust in connection therewith, to any person other than a person employed by the Consultant in the execution of the assignment. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

## ANNEXURES

### 1. LETTER OF BID SUBMISSION

**[On Bidder's Letterhead]**

**[Location, Date]**

To,  
CEO (GMDC-GVT),  
GMDC-Gramya Vikas Trust,  
GMDC Annexe,  
8, Mills Officer's Colony,  
Behind LA-GAJJAR Chambers (Old RBI),  
Ashram Road, Ahmedabad- 380009

**Subject: Submission of Bid for RFP for Appointment of Consultant for Comprehensive Consultancy Services including Architectural Design Development, Transaction Advisory and PMC for Prefabricated Structures for Schools at Angul and Sundargarh Districts, Odisha State.**

Dear Sir/ Madam,

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Bid. We are hereby submitting our Bid, which includes this Technical Bid, and a Price Bid as follows.

**A. Online Technical and Price Bids Pre-Qualification and Qualification documents as well as our Price Quote per the provisions of RFP.**

**B. Physical submission of: Technical Bid, and EMD as per the requirement of the RFP.**

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

We declare that:

(i) We have examined and have no reservations to the Bidding Documents, including any addendum/corrigendum issued by GMDC-GVT.

(ii) We do not have any conflict of interest in accordance with the RFP document or subsequent Corrigendum, Addendum, or clarifications, if issued.

(iii) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice, as defined in the RFP document, in respect of any tender or Expression of Interest issued by or any agreement entered with GMDC-GVT or any other public sector enterprise or any government, Central or State; and

(iv) We hereby certify that we have taken steps to ensure that in conformity with the provisions of Clause 2.12 of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

If negotiations are held during the period of validity of the Bid, i.e., before the date indicated in RFP, we undertake to negotiate on the basis of the proposed personnel. Our Bid/Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Bid is accepted, to initiate the consulting services related to the assignment not later than the period specified in the RFP and complete the project within the Stipulated time.

We agree to abide by this Bid for a period of 180 (one hundred eighty) days from the Bid Due date fixed for receiving the same and it shall be binding upon us and may be accepted any time before the expiry of that period.

We also certify that all the statements and/or any information provided in our proposal are true, correct and complete in all sense.

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

## 2. BIDDER'S ORGANIZATION AND EXPERIENCE

### A - Bidder's Organization

[Provide here a brief description of the background and organization of your firm/entity. The brief description should include ownership details, date and place of incorporation of the firm, objectives of the firm etc. Provide supporting documents such as Certificate of Incorporation, MOA, AOA, GSTIN Registration, Partnership deed etc.]

### B - Bidder's Experience

[Using the format below, provide information on each Assignment/job for which your firm, was legally contracted either individually as a corporate entity or as one of the major partners within an association, for carrying out consulting Assignment/job similar to the ones requested under this Assignment/job (If possible, the employer shall specify exact assignment / job for which experience details may be submitted)]

Firm's Name	
Assignment/Job name	
Description of Project	
Approx. value of the contract (in Rupees)	
Location within country:	
Duration of Assignment/job (months):	
Name of Employer:	
Address:	
Total No of staff-months of the Assignment/job:	
Approx. value of the Assignment/job provided by your firm under the contract (in Rupees):	
Start date (month/year):	
Completion date (month/year):	
Description of actual Assignment/job provided by your staff within the Assignment/job:	

**Note: Please provide documentary evidence from the client i.e., copy of work order, contract each of above-mentioned assignment and completion certificate. The experience shall not be considered for evaluation if such requisite support documents are not provided with the proposal.**

### 3. DETAILS OF GREEN BUILDING WORKS EXECUTED BY THE BIDDER:

Summary of the Projects Sheet of the Green Building works executed by the Bidder during last 10 years.

Firm's Name	
Assignment/Job name	
Description of Project	
Approx. value of the contract (in Rupees)	
Location within country:	
Duration of Assignment/job (months):	
Name of Employer:	
Address:	
Total No of staff-months of the Assignment/job:	
Approx. value of the Assignment/job provided by your firm under the contract (in Rupees):	
Start date (month/year):	
Completion date (month/year):	
Type of Work: Residential or Non-residential or Other (Description of actual Assignment/job provided by your staff within the Assignment/job):	
Mention the Star Rating/Certificate Details	

**Note: Please provide documentary evidence from the client i.e., copy of work order, contract each of above-mentioned assignment and completion certificate. The experience shall not be considered for evaluation if such requisite support documents are not provided with the proposal.**



#### 4. DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT/TOR

Technical approach, methodology and work plan are key components of the Technical Bid. Bidders are suggested to present their technical bid divided into the following five components:

- A. Technical Approach and Methodology,
- B. Work Plan, and
- C. Organization and Staffing,
- D. Conceptual Options for the Development of the Project
- E. Presentation of the similar projects carried out by the bidder

##### **A. Approach and Methodology**

In this chapter, the Bidder should explain the approach and methodology for undertaking the assignment

***(Note: The Bidder is advised to conduct a site visit prior to bid submission at no cost to GMDC, GMDC-GVT to familiarize themselves with the site conditions)***

##### **B. Work Plan:**

- In this chapter, Bidder should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by GMDC Gramya Vikas Trust), and delivery dates of the reports.
- The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the Scope of Work and ability to translate them into a feasible working plan.
- A list of the final documents, including report to be delivered as final output, should be included here.

##### **C. Organization and Personnel:**

In this chapter, the Bidder should propose and justify the structure and composition of proposed team. Bidder should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support personnel. The manpower requirement given in the RFP is an indicative minimum requirement. The Bidder should assess the specific and realistic manpower with reference to the Scope of Work.

##### **D. Conceptual Options for the Development of the Project**

##### **E. Presentation of the similar projects carried out by the bidder**

## 5. TEAM COMPOSITION AND TASK ASSIGNMENT

Sr. No.	Name of Staff	Area of Expertise	Years of Experience	Task Assigned	CV Details with signature
1.					
2.					
3.					
4.					

### Support Staff (if any)

S. No.	Name of Staff	Position Assigned	Task Assigned
1.			
2.			
3.			
4.			
5.			

## 6. CURRICULUM VITAE (CV) FOR PROPOSED EXPERTS AND SUPPORT STAFF

*(Summary of CV: Furnish a summary of the above CV. The information in the summary shall be precise and accurate. The information in the summary will have bearing on the evaluation of the CV)*

1. Proposed Position [only one candidate shall be nominated for each position]:
2. Name of Firm [Insert name of firm proposing the expert]:
3. Name of Expert [Insert full name]:
4. Date of Birth: Citizenship:
5. Education [Indicate college/university and other specialized education of expert, giving names of institutions, degrees obtained, and dates of obtainment]:
6. Membership of Professional Associations:
7. Other Training [Indicate significant training since degrees under 5 -Education were obtained]:
8. Languages [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:
9. Employment Record [Starting with present position, list in reversed order, every employment held. List all positions held by staff member since graduation, giving dates, names of employing organization, title of positions held and location of assignments. For experience period of specific assignment must be clearly mentioned, also give Employer references, where appropriate.]:  
  
From [Year]: To [Year]:  
  
Employer:  
  
Positions held:
10. List all task to be performed under this project and corresponding experience of the expert
11. Certification:

I, the undersigned, certify that the above information is true to the best of my knowledge.

Date: [Days/Month/Year]

[Signature of expert or authorized representative of the firm]

Full name of authorized representative:

## 7. TURNOVER STATEMENT

{On Statutory Auditor's/ Registered Chartered Accountant's letterhead}

I hereby declare that I have scrutinized and audited the financial statement of M/s\_\_\_\_\_. Following is the audited turnover from Consultancy Work and Profit After Tax of the firm in last three financial years.

<b>Years</b>	<b>Turnover from Consulting Activities (INR Crores)</b>
2021-22	
2022-23	
2023-24	

---

(Signed and Sealed by Statutory Auditor/ Registered Chartered Accountant)

(Also attach audited financial statements for last five years)

## 8. NO BLACKLISTING CERTIFICATE

(On the official Letterhead of the Firm/Company)

### **Format for Affidavit certifying that the Entity/Promoter/s / Director/s of Bidder are not blacklisted**

#### **No-Blacklisting Affidavit**

I M/s. .... (Name of the Bidder), (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoter/s / director/s are not barred by Government of India (GoI) / Government of Gujarat (GoG) / any other entity of GoG or blacklisted by any state government or central government/ department / Local Government / agency in India or from abroad from participating in Project(s) either individually or as member of a Consortium as on the \_\_\_\_\_-(Bid submission Date).

We further confirm that we are aware that our Bid for the captioned Project would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this RFP at any stage of the Bidding Process or thereafter during the agreement period. Dated this .....Day of ....., 2024.

Name of the Bidder

Signature of the Authorized person

Name of the Authorized Person

9. POWER OF ATTORNEY

[To be notarized and to be executed on non-judicial stamp paper of appropriate value]

Know all men by these presents, we ..... (name of the Bidder and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr. / Ms (Name), son/daughter/wife of ..... and presently residing at ....., who is presently employed with us and holding the position of ....., as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the "[Name of the RFP]" ("Project"), by GMDC -Gramya Vikas Trust ("GMDC-GVT") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders' and other conferences and providing information / responses to GMDC-GVT, representing us in all matters before GMDC-GVT, signing and execution of all undertakings consequent to acceptance of our bid, and generally deal with GMDC-GVT in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us.

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

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

For .....

(Signature)

(Name, Title and Address)

Witnesses:

1.

2.

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

Notes:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
3. Power of Attorney should be executed upon payment of stamp duty of appropriate value, as applicable in the State, where such Power of Attorney has been executed.

## 10. UNDERTAKING

It is certified that the information furnished here in and as per the document submitted is true and correct and nothing has been concealed or tampered with. We have gone through all the conditions of RFP and we are liable to any punitive action for furnishing false information / documents.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

Signature

(Company Seal)

\_\_\_\_\_

In the capacity of duly authorized to sign bids for and on behalf of:

**Signed by**

**Authorized Signatory with designation**



## 11. FORMAT FOR PRICE BID

**(This is indicative format for Bidder's reference only. The PRICE PROPOSAL SHOULD BE SUBMITTED ONLINE ONLY at designated places through (n)procure portal. Price Bid should not be submitted in hard copy and or placed with Technical Bid. Prices submitted in hard copy and or placed with Technical Bid shall result in outright rejection of bid)**

To  
GMDC-Gramya Vikas Trust  
GMDC Annexe,  
8 Mills Officer's Colony,  
Behind LA-GAJJAR Chambers (Old RBI)  
Ashram Road,  
Ahmedabad-380009

**Subject: Our Price Bid for RFP for Appointment of Consultant for Comprehensive Consultancy Services including Architectural Design Development, Transaction Advisory and PMC for Prefabricated Structures for Schools at Angul and Sundargarh Districts, Odisha State**

Dear Sir,

After thoroughly reading and accepting the RFP terms, understanding the requirements and scope of work of the GMDC-GVT under this RFP, and its terms and conditions, we hereby agree to provide our services at the following quoted percentage of the proposed construction cost of the proposed projects:

Sr. No.	Particulars	Percentage
1	Fees for Comprehensive Consultancy services including Architectural Design Development, Transaction Advisory and PMC for Prefabricated Structure for School at Chhendipada Tehsil, Angul District, Odisha state	
2	Fees for Comprehensive Consultancy services including Architectural Design Development, Transaction Advisory and PMC for Prefabricated Structure for School at Hemagiri Tehsil, Sundargarh District, Odisha state	

**Notes:**

- Please refer Clause 6 of Chapter 2 of RFP for payment terms.
- The above quoted rates represent the net amounts payable exclusive of Goods and Service Tax, but inclusive all other applicable taxes/statutory levies and Service Charges etc. and no other amounts, save and except as above shall be payable by Authority. GST shall be payable over and above the quoted rates at the rate applicable at the time of invoicing.

Each Bidder must quote his rates after through reading of this RFP document and Estimates of his cost thorough detailed due diligence of the statutory laws/regulations.

***Authority reserves right to seek any clarifications regarding price quoted from bidders before any decisions.***

## 12. Format for Bank Guarantee for towards Bid security/Earnest Money Deposit

(ON BANK'S LETTERHEAD WITH ADHESIVE STAMP)

To,  
CEO (GMDC-Gramya Vikas Trust),  
GMDC Annexe,  
8, Mills Officer's Colony,  
Behind LA-GAJJAR Chambers (Old RBI),  
Ashram Road,  
Ahmedabad- 380009

This Deed of Guarantee is made on this \_\_\_\_\_ day of \_\_\_\_\_, 2024 at \_\_\_\_\_ by \_\_\_\_\_ an Approved Bank as per Government of Gujarat, Finance Department's GR NO: EMD/10/2018/18/DMO and having its Head Office/Registered Office at \_\_\_\_\_ and a Branch Office at \_\_\_\_\_, (hereinafter referred to as "the Bank" or "the Guarantor", which expression shall unless it be repugnant to the subject or context hereof be deemed to include its successors and assigns) in favour of "GMDC- Gramya Vikas Trust" having its Office at Ahmedabad (hereinafter referred to as "GMDC-GVT" which expression shall unless it be repugnant to the subject or context hereof be deemed to include its successors and assigns).

WHEREAS, the GMDC-GVT undertook the process of competitive bidding in order to select the most desirable firm/company for \_\_\_\_\_ (RFP Name) , for which purpose GMDC-GVT issued a Request for Proposal ("RFP") document inviting Bids from the Bidders;

WHEREAS, [name of Bidder] (hereinafter called "the Bidder") has submitted his Bid dated [date] for the execution of the Works (hereinafter called "the Bid").

In the event of any breach or non-performance of the following terms and conditions contained in the RFP document:

- (1) If the Bidder withdraws or modifies his Bid during the period of Bid Validity specified in the RFP;  
or
- (2) If the Bidder refuses to accept the correction of errors in his Bid; or
- (3) If the Bidder submits a conditional Bid which would affect unfairly the competitive provision of other Bidders who submitted substantially responsive Bids and/or is not accepted by GMDC-GVT, or
- (4) If the Bidder, having been notified of the acceptance of his Bid by the GMDC-GVT during the period of Bid validity and the bidder fails or refuses to execute the Agreement in accordance with the RFP documents;

The Guarantor agrees absolutely, irrevocably and unconditionally guarantees and undertakes to pay to GMDC-GVT a sum of Indian Rupees \_\_\_\_\_ (Rupees \_\_\_\_\_) without any protest or demur and upon receipt of first written demand from GMDC-GVT, without having to substantiate his demand, provided that in his demand GMDC-GVT will note that the amount claimed by him is due to him owing to the occurrence of any one or more of the conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date 60 days after the date of expiration of the Bid Validity (i.e 180 days from Bid Due Date) or as it may be extended by the bidder on a written request by GMDC-GVT, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

The jurisdiction in relation to this Guarantee shall be the Courts at Ahmedabad and Indian Law shall be applicable.

The claim in respect of this Bank Guarantee shall be admissible AND encashable at any of our Ahmedabad Branches.

IN WITNESS WHEREOF the Guarantor has executed this Guarantee on this \_\_\_\_\_ day of \_\_\_\_\_ and year first herein above written.

Signed and delivered by the above named \_\_\_\_\_ Bank by its Authorized Signatory as authorized by

Board Resolution passed on \_\_\_\_\_/

Power of Attorney dated [.....]

\_\_\_\_\_  
Authorized Signatory

Name :

Designation:

In the presence of:

1.

2.

### 13. Format for Bank Guarantee for Performance Security

(ON BANK'S LETTERHEAD WITH ADHESIVE STAMP)

To  
CEO (GMDC-Gramya Vikas Trust),  
GMDC Annexe,  
8, Mills Officer's Colony,  
Behind LA-GAJJAR Chambers (Old RBI),  
Ashram Road,  
Ahmedabad- 380009

Contract No. .... Date .....

This Deed of Guarantee made this day of \_\_\_\_\_2024 \_\_\_ between Bank of \_\_\_\_\_(hereinafter called the "Bank") on the one part, and CEO, GMDC-Gramya Vikas Trust (GMDC-GVT), GMDC Annexe, 8, Mills Officer's Colony, Behind LA-GAJJAR Chambers (Old RBI), Ashram Road, Ahmedabad-380009, Gujarat, India. hereinafter called "the Authority") of the other part.

Whereas authority has awarded the Contract for **Appointment of Consultant for Comprehensive Consultancy Services including Architectural Design Development, Transaction Advisory and PMC for Prefabricated Structures for Schools at Angul and Sundargarh Districts, Odisha State** (hereinafter called the Contract) to: (Name of Consultant) (hereinafter called the Consultant).

- i) AND WHEREAS the Consultant is bound by the said Contract to submit to the Authority a Performance Security for a total amount of Rs. \_\_\_\_\_ (Amount in Figures and words).
- ii) NOW, WE THE UNDERSIGNED \_\_\_\_\_(Name of Bank)\_\_\_\_\_ do hereby unconditionally and irrevocably undertake to pay to the Authority an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) without any demur, merely on receipt of a demand in writing on or before \_\_\_\_\_(expiry date) from the Authority stating that the amount claimed is due and payable by the Consultant. Any such written demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. We, the Bank, further undertake to pay to the Authority (GMDC-GVT) any guaranteed money so demanded notwithstanding any dispute raised by the Consultant in any manner

whatsoever and our liability under these presents is absolute, unconditional, unequivocal, and irrevocable.

- iii) We, the Bank, further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement till \_\_\_\_ (expiry date).
- iv) This Guarantee is valid for a period of \_\_\_\_\_ (Duration in \_\_\_\_ days (months) in figures and words) from the date of signing of Agreement. We undertake not to revoke this guarantee during its currency without the written consent of the Authority.
- v) At any time during the period in which this Guarantee is still valid, if the Authority agrees to grant a time extension to the Consultant or if the Consultant fails to start of the its Scope of Work within the time of completion as stated in the Contract, or fails to discharge itself of the liability or damages or debts as stated under RFP/Contract, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Authority and at the cost of the Consultant.
- vi) The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the Consultant.
- vii) The neglect or forbearance of the Authority in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Authority for the payment hereof shall in no way relieve the Bank of their liability under this deed (i.e. Guarantee during its currency).
- viii) We, the Bank, undertake not to revoke this Guarantee during its currency except with the previous consent of the Authority in writing. This Guarantee shall be valid up to \_\_\_\_\_ and we undertake to renew/extend this Guarantee from time to time as demanded by the Authority upon receipt of request from the Consultant on or before expiry date.
- ix) The expressions “the Authority”, “the Bank” and “the Consultant” hereinbefore used shall include their respective successors and assignees.

In witness whereof I/We of the Bank have signed and sealed this guarantee on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ being herewith duly authorized.

For and on behalf of the \_\_\_\_\_ Bank

Signature of authorized Bank official Name :

Designation:

Stamp/Seal of the Bank :

Signed, sealed, and delivered For and  
on behalf of the Bank by the above  
named \_\_\_\_\_

in the presence of:

Witness 1:

Signature

Name

Address

Witness 2:

Signature

Name

Address