



Cuttack Municipal Corporation
Choudhury Bazar, Cuttack – 753001

RFP No: VI-H/121/2022 Letter No 1622

Date: 11/07/2022

REQUEST FOR PROPOSAL

Selection of Agency for Setting up of Programme Management Unit (PMU) for CMC, Cuttack

Commissioner, CMC invites sealed proposals from eligible bidders to carryout **“Selection of Agency for Setting up of Programme Management Unit (PMU) for Cuttack Municipal Corporation (CMC)”**.

Bidders fulfilling the prescribed eligibility criteria of the RFP can access and download the complete RFP Document and other details from <http://cmccuttack.gov.in/>.

The major events under the bid process are:

Sr. No.	List of Key Events	Critical Dates
1	Date of Issue of RFP	14/07/2022 to 16/08/2022
2	Last Date for sending pre bid queries	21/07/2022 by 03.00 PM on email id mccmc@nic.in
3	Pre bid meeting	22/07/2022 by 03.00 PM
4	Uploading of response to pre bid queries	26/07/2022 by 03.00 PM
5	Last Date for Submission of Bid	16/08/2022 by 03.00 PM
6	Date of Opening of Technical Bid	16/08/2022 at 05.00 PM
7	Date of Technical Presentation	To be informed later
8	Date of Opening of Financial Bid	To be informed later

The proposal complete in all respects must reach the undersigned by **Speed Post/Registered Post/Courier** only latest by **16/08/2022 before 3.00 PM** in a sealed envelope clearly mentioning on the top of it **“SELECTION OF AGENCY FOR SETTING UP OF PROGRAMME MANAGEMENT UNIT (PMU) FOR CUTTACK MUNICIPAL CORPORATION”**. The proposals received beyond the last date and time will be rejected. The Authority reserves the right to reject any/ all proposals without assigning any reason thereof.

Address for Submission of Proposal:
Deputy Commissioner (Sanitation),
Cuttack Municipal Corporation,
Choudhary Bazaar,
Cuttack, 753001, Odisha

Request for Proposal

SELECTION OF AGENCY FOR SETTING UP OF PROGRAMME MANAGEMENT UNIT (PMU) FOR CUTTACK MUNICIPAL CORPORATION



**Cuttack Municipal Corporation
Cuttack
Government of Odisha**

July 2022

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Disclaimer

This Request for Proposal (**RFP**) is issued by the **Cuttack Municipal Corporation (CMC), Cuttack.**

While the information in this RFP has been prepared in good faith, it does not support to be comprehensive or to have been independently verified. Neither CMC nor any of its officers or employees, nor any of their advisers nor consultants accept any liability or responsibility for the accuracy, reasonableness or completeness of, or for any errors, omissions or misstatements, negligent or otherwise, relating to the proposed assignment, or makes any representation or warranty, express or implied, with respect to the information contained in this RFP or on which this RFP is based or with respect to any written or oral information made or to be made available to any of the recipients or their professional advisers and so far as permitted by law and except in the case of fraudulent misrepresentation by the party concerned and liability therefore is hereby expressly disclaimed.

The information contained in this RFP is selective and is subject to updation, expansion, revision and amendment at the sole discretion of the Client. It does not claim to contain all the information that a recipient may require for the purposes for making a decision for participation in this selection process. Each bidder must conduct its own analysis of the information contained in this RFP, to correct any inaccuracies therein and is advised to carry out its own investigation into the proposed assignment, the regulatory regime which applies thereto and by and all matters pertinent to the project and to seek its own professional advice on the legal, financial and regulatory consequences of entering into any agreement or arrangement relating to the project.

This RFP includes certain statements, information, projections and forecasts with respect to the proposed assignment. Such statements, information, projections and forecasts reflect various assumptions made by the management, officers and employees of the Client, which (the assumptions and the base information on which they are made) may or may not prove to be correct. No representation or warranty is given as to the reasonableness of forecasts or the assumptions on which they may be based and nothing in this RFP is, or should be relied on as, a promise, representation, or warranty.

CMC shall be the sole and final authority with respect to selection of a consultant for the purpose through this RFP.

Bidder Data Sheet

Sl.No	Particular	Details
1	Name of the Client	Cuttack Municipal Corporation (CMC)
2	Method of Selection	Quality and Cost Based Selection (QCBS) Method (70:30)
3	Availability of RFP Document	http://cmccuttack.gov.in/
4	Date of Issue of RFP	14/07/2022
5	Deadline for Submission of Prebid Query	21/07/2022 by 03.00 PM on email id mccmc@nic.in
6	Issue of Prebid Clarifications	26/07/2022 by 03.00 PM
7	Last Date for submission of Proposal	16/08/2022 by 03.00 PM
8	Date of opening of Technical Proposal	16/08/2022 at 05.00 PM
9	Date of Technical Proposal Presentations	To be informed later
10	Date of opening of Financial Proposal	To be informed later
11	Bid Processing Fee (Non-Refundable)	INR 10,000/- (Rupees Ten Thousand only) (including GST) in the form of demand draft drawn in favour of "Municipal Commissioner, CMC" drawn in any Scheduled Commercial Bank payable at Cuttack. The bid processing fee shall be submitted along with the 1st Inner Envelope of the Technical Proposal.
12	Earnest Money Deposit (EMD) (Refundable without any interest)	INR 10,00,000/- (Rupees Ten Lakhs only) in the form of demand draft or bank guarantee drawn in favour of "Municipal Commissioner, CMC" drawn in any Scheduled Commercial Bank payable at Cuttack. The EMD shall be submitted along with the 1st Inner Envelope of the Technical Proposal.
12	Contact Person / Address for Submission of Proposal	Deputy Commissioner (Sanitation), CMC Cuttack Municipal Corporation Choudhary Bazaar, Cuttack - 753001, Odisha
13	Place of Opening of Proposal	Conference Hall, Cuttack Municipal Corporation, Bikas Bhawan, Choudhary Bazaar, Cuttack - 753001, Odisha
14	Mode of Submission	Speed Post / Registered Post/ Courier only to the address as specified above during the office hour only. Submission of bid through any other mode and late bid will be rejected

Section I: Letter of Invitation

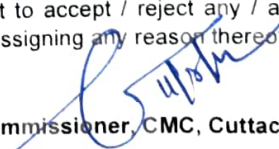
Letter of Invitation

RFP No: VI-H/121/2022 Letter No 1622

Date: 11/07/2022

Name of the Assignment: Selection of Agency for Setting up of Programme Management Unit (PMU) for Cuttack Municipal Corporation.

1. The Commissioner, Cuttack Municipal Corporation, Cuttack, Government of Odisha (The Client) invites sealed proposal from eligible bidder under the process for "**Selection of Agency for Setting up of Programme Management Unit (PMU) for Cuttack Municipal Corporation**". More details on the proposed study are provided at Section-3: Terms of Reference (ToR) of this RFP Document.
2. A bidder will be selected under QCBS Selection procedure as prescribed in the RFP Document in accordance with the procedures prescribed herewith circulated vide Office Memorandum No. 37323/F, Dated: 30.11.2018 of Finance Department, Govt. of Odisha.
3. The proposal, complete in all respect as specified in the RFP Document must be accompanied with a Non-refundable amount of Rs. 10,000/- (Rupees Ten Thousand only) towards Bid Processing Fee in form of **Demand Draft** and an interest free **Refundable amount towards EMD** of INR 10,00,000/- (Rupees Ten Lakhs only) in form of **Demand Draft/ Bank Guarantee** in favor of "Municipal Commissioner, CMC", drawn in any scheduled commercial bank and payable at Cuttack, Odisha failing which the bid will be rejected.
4. The proposal must be delivered at the specified address as per the Bidder Data Sheet by Speed post / Registered Post/ Courier only. The Client shall not be responsible for postal delay or any consequence. Submission of proposal through any other mode will be rejected.
5. The last date and time for submission of proposal complete in all respects is 16/08/2022 before 03.00 PM and the date of opening of the technical proposal is 16/08/2022 at 05:00 PM in the presence of the bidder's representative at the specified address as mentioned in the Bidder Data Sheet. Representatives of the bidders may attend the meeting with due authorization letter on behalf of the bidder.
6. This RFP includes following sections:
 - a. Letter of Invitation [Section – I]
 - b. Instructions to the Bidder [Section – II]
 - c. Terms of Reference [Section – III]
 - d. Technical Proposal Submission Forms [Section – IV]
 - e. Financial Proposal Submission Form [Section –V]
 - f. Annexure [Section – VI]
7. While all information/data given in the RFP are accurate within the consideration of scope of the proposed assignment to the best of the Client's knowledge, the Client holds no responsibility for accuracy of information, and it is the responsibility of the bidder to check the validity of information/data included in this RFP. The Client reserves the right to accept / reject any / all proposals / cancel the entire selection process at any stage without assigning any reason thereof.


Commissioner, CMC, Cuttack

Section II: Instructions to the Bidders

1. Pre-Qualification Criteria

Before opening and evaluation of the technical proposals, each bidder will be assessed based on the following pre-qualification criteria. The bidder is required to produce the copies of the required supportive documents / information as part of their technical proposal failing which the proposals will be rejected.

Sr. No.	Basic Requirement	Specific Requirement	Documents Required
1	Registration	The Bidder should be a Company/ Firm/ LLP registered in India with a track record of providing consulting/ advisory services for at least 10 years of experience as on March 31, 2022	Copy of Registration/ Certificate of Incorporation
2	PMU Experience	The Bidder should have experience of running at least 3 Programme Management Units (PMU) or equivalent for Central Government Ministries & Departments / State Government Departments/ District Administrations for social sector schemes/ projects/ Development Authorities/ ULB's • During the last 5 years from bid due date • Of minimum contract value of INR 80 Lakhs each • Of minimum contract duration of 12 months each	Copy of Completion Certificate / Agreement/ Work Order
3	Turnover	The Bidder should have an average consulting turnover of minimum INR 75 Crores (Rs. Seventy-Five Crores) and a positive net worth in each of the previous three financial years (FY 18-19, 19-20 & 20-21) duly certified by CA. Bidder should submit consolidated turnover certificate duly certified by CA for the above captioned years.	Certificate from statutory auditor / audited financial statements for the three previous financial years ending i.e., FY 2018-19, FY 2019-20 and FY 2020-21
Any kind of Consortium/ Joint Venture/ Sub-Contracting with/to other firms is not allowed.			

2. Documents / Formats for submission along with Technical Proposal

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

- Filled in Bid Submission Check List in Original (Annexure-I)
- Covering letter (TECH – 1) on bidder's letterhead requesting to participate in the selection process.
- Bid Processing Fee & EMD as applicable.

- Copy of PAN.
- Copy of Goods and Services Tax Identification Number (GSTIN).
- Copies of IT Return for the last three Financial years (FY 2018-19, 2019-20 & 2020-21).
- General Details of the Bidder (TECH – 2).
- Financial Details of the bidder (TECH – 3) along with all the supportive documents as applicable duly signed as per the instruction.
- Power of Attorney (TECH – 4) in favor of the person signing the bid on behalf of the bidder or Board of Directors
- List of completed assignments of similar nature (Past Experience Details, TECH – 5) along with copies of contracts / work orders / completion certificate from previous Clients.
- Self-Declaration regarding Conflict of Interest (TECH - 6)
- TECH - 7 till TECH -10

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

3. Bid Processing Fee

The bidder must furnish as part of technical proposal, the required bid processing fee amounting to Rs. 10,000/- (Ten Thousand Rupees Only) in shape of DD from any scheduled commercial bank in favor of “Municipal Commissioner, CMC” payable at Cuttack. Proposals received without bid processing fee will be out rightly rejected.

4. Earnest Money Deposit (EMD)

The bidder must furnish as part of the technical proposal, an Earnest Money Deposit (EMD) amounting to INR 10,00,000/- (Rupees Ten Lakhs only) in shape of DD/ Bank Guarantee from any scheduled commercial bank in favor of “Municipal Commissioner, CMC” payable at Cuttack.

The EMD of unsuccessful bidders shall be refunded after finalization of selection process and award of contract without any interest. The EMD of the successful bidder will be released only after furnishing of the required Performance Bank Guarantee (PBG) and signing of the contract. The EMD will be forfeited on account of the following reasons:

- ✦ Bidder withdraws its proposal during the bid validity period as specified in RFP.
- ✦ Bidder does not respond to requests for clarification of its proposal if any.
- ✦ Bidder fails to provide required information during the evaluation process or is found to be nonresponsive or has submitted false information in support of its qualification.
- ✦ If the bidder fails to
 - provide any clarifications to the Client
 - agree to the decisions of the contract negotiation meeting
 - sign the contract within the prescribed time period
 - furnish required Performance Bank Guarantee in time.
- ✦ Any other circumstance which holds the interest of the Client during the overall selection process.

5. Validity of the Proposal

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

6. Pre-Proposal Queries

Bidders can submit their queries in respect of the RFP and other details if any, to Deputy Commissioner (Sanitation), CMC through email at mccmc@nic.in till 21/07/2022. Clarifications to the above will be uploaded in CMC website i.e. <http://cmccuttack.gov.in/> or clarified through email to the respective bidders for the purpose of preparation of the proposal. Request for alternation / change in existing terms and conditions of the RFP will not be considered / entertained. (Mention that subject title)

7. Submission of Proposal

Bidder must submit their proposals by **Registered Post / Speed Post/ Courier only** to the specified address on or before the last date and time for submission of proposals as mentioned in Bidder Data Sheet. The Client will not be responsible for postal delay / any consequence in receiving of the proposal. The proposal must be submitted in two parts. Each part should be separately bound with no loose sheets. Each page of the two parts should be page numbered and in conformation to the eligibility qualifications and clearly indicated using an index page. The Client will not consider any proposal that arrives after the deadline as prescribed in the Bidder Data Sheet. Any Proposal received after the deadline will be outrightly rejected by the Client. The procedure for submission of the proposal is described below:

1. Technical Proposal (Original + 1 Copy):

The envelope containing technical proposal shall be sealed and superscripted as ***“Technical Proposal – Selection of Agency for Setting up of Programme Management Unit (PMU) for Cuttack Municipal Corporation”*** and to be furnished inside one envelope. The duly filled-in technical proposal submission forms, with all the supportive documents and information must be furnished as part of technical proposal.

2. Financial Proposal (Original):

The envelope containing financial proposal shall be sealed and superscripted as ***“Financial Proposal – Selection of Agency for Setting up of Programme Management Unit (PMU) for Cuttack Municipal Corporation”***. The duly filled in financial proposal submission forms should contain the detail price offer for the proposed assignment and to be furnished as per the prescribed format only.

The **"Technical Proposal"** and **"Financial Proposal"** must have to be submitted in two separate sealed envelopes (with respective marking in bold letters) along with the prescribed formats/information mentioned in the RFP Document. The first envelope must be marked as ***"TECHNICAL PROPOSAL (Selection of Agency for Setting up of Programme Management Unit (PMU) for Cuttack Municipal Corporation)"***.

The second envelope must be marked as **“FINANCIAL PROPOSAL (Selection of Agency for Setting up of Programme Management Unit (PMU) for Cuttack Municipal Corporation)”** and it should contain Financial Proposal only. Both the above envelopes must be sealed and placed inside a third main envelope with proper labelling of following information in bold:

NAME OF THE ASSIGNMENT: SELECTION OF AGENCY FOR SETTING UP OF PROGRAMME MANAGEMENT UNIT (PMU) FOR CUTTACK MUNICIPAL CORPORATION

RFP NUMBER AND DATE:

NAME OF THE BIDDER:

NAME AND ADDRESS OF THE BIDDER:

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

8. Opening of the Proposal

The FIRST ENVELOPE containing **TECHNICAL PROPOSAL** will be opened in the initial stage by the Client in presence of the bidder's representatives at the location, date specified in the Bidder Data Sheet. The Client will constitute a Consultant Evaluation Committee (CEC) to evaluate the proposals submitted by bidders. Only one representative with proper authorization letter from the participating bidder will be allowed to attend the bid opening meeting. The SECOND ENVELOPE containing **FINANCIAL PROPOSAL** only of the technically qualified bidders will be opened after completion of technical evaluation stage. The date for opening of the financial proposal will be intimated accordingly to the technically qualified bidders well in advance.

9. Evaluation of Proposal

A Three stage evaluation process will be conducted as explained below for evaluation of the proposals:

★ **Preliminary Evaluation (1st Stage) ***: Preliminary evaluation of the proposals will be done to determine whether the proposal complies with the prescribed eligibility condition and the requisite documents / information have been properly furnished by the bidder or not. Submission of following documents / information will be verified:

- Filled in Bid Submission Check List in Original (**Annexure-I**)
- Covering letter (**TECH 1**) on bidder's letterhead requesting to participate in the selection process
- Bid Processing Fee and EMD as applicable
- Copy of Certificate of Incorporation/ Registration.
- Copy of PAN
- Copy of Goods and Services Tax Identification Number (GSTIN)
- Copies of IT Return for the last three Financial years (**FY 2018-19, 2019- 20 and 2020-21**).
- General Details of the Bidder (**TECH 2**).

- Financial Details of the bidder (**TECH 3**) along with all the supportive Documents as applicable duly signed and certified as per the instruction
- Power of Attorney (**TECH 4**) in favor of the person signing the bid on behalf of the bidder
- List of completed assignments of similar nature (Past Experience Details, **TECH 5**) along with copies of contracts / work orders / completion certificate from previous Clients
- Self-Declaration on Conflict of Interest (**TECH 6**)
- Duly filled in Technical Proposal Forms (**TECH 7 to 10**)
- All the pages of the proposal and enclosures/attachments are signed by the authorized representative of the bidder

* Bids not complying to any of the above requirement, will be out rightly rejected at the discretion of the Client's authority.

✦ **Technical Evaluation (2nd Stage):** Technical proposal will be opened and evaluated for those bidders who qualify the preliminary evaluation stage. Detailed evaluation process as per the following parameters will be adopted for proposal evaluation:

SI.No	Criteria	Maximum Marks
1	Experience of the Bidder	30 Marks
1.1	Experience of running PMU or equivalent for Central Government Ministries & Departments/ State Government Departments/ District Administrations for social sector schemes/ projects/ Development Authorities/ ULB's • During the last 5 years from bid due date • Of minimum contract value of INR 80 Lakhs each • Of minimum contract duration of 12 months each	10 Marks < 3 PMUs = 0 marks At least 3 PMUs: 7.5 marks One additional PMU beyond first three: 2.5 marks
1.2	Experience of running PMU in Odisha • During the last 5 years from bid due date • Of minimum contract value of INR 50 lakhs each • Of minimum duration of 12 months each	10 Marks 5 marks for each PMU, subject to a maximum of 10]marks
1.3	Turnover • Each additional turnover on multiple of Rs. 25 Crores above Rs. 75 Crores	10 marks 2.5 marks for each additional Rs. 25 Crores turnover to a maximum of 10 marks
2	Team Experience	40 Marks

2.1	Team Leader (One no.) • Preferably Master's Degree (or equivalent) in Management, Development Studies/ Practice or Urban Planning or related field(s) from a reputed National/ International University/ Institution • Minimum of 10 years of total work experience related to project management unit	10 Marks • 5 marks - for educational qualification • 5 marks - for work experience of relevant experience to proposed position
2.2	Sanitation Expert (2 nos.) • Preferably B. Tech or B.E (Civil)/ Environment or related field(s) from a reputed National/ International University/ Institution • Minimum of 5 years total work experience related to sanitation activities	3 Marks each • 1.5 marks - for educational qualification • 1.5 marks - for work experience of relevant experience to proposed position

2.3	Deputy Team Leader (One no.) • Preferably Master's Degree (or equivalent) in Management, Development Studies/ Practice or Urban Planning or related field(s) from a reputed National/ International University/ Institution • Minimum of 5 years of total work experience related to project management unit	5 Marks • 2.5 marks - for educational qualification • 2.5 marks - for work experience of relevant experience to proposed position
2.4	Procurement Expert (1 no.) • Preferably Master's Degree (or equivalent) in Management, Finance, Commerce, Accounting, or related field(s) from a reputed University/ Institution • Minimum of 5 years of total work experience in procurement of goods, works & services, contract management in Government/ Development Sector/ reputed NGOs	4 Marks • 2 marks - for educational qualification • 2 marks – for work experience of relevant experience to proposed position
2.5	Civil Expert (Three nos.) • Preferably B.E/ B.Tech in Civil Engineering from a recognized University/ Institution • Minimum of 5 years of total work experience related to design, estimation, execution and supervision of civil engineering projects. • Proficient in Auto CAD or similar software packages	3 Marks each • 1.5 marks - for educational qualification • 1.5 marks - for work experience of relevant experience to proposed position

2.6	Mechanical Expert (Two nos.) • Preferably B.E/ B.Tech in Mechanical Engineering from a recognized University/ Institution • Minimum of 5 years of total work experience related to design, estimation, execution and supervision of mechanical engineering projects. • Proficient in Auto CAD or similar software packages	3 Marks each • 1.5 marks - for educational qualification • 1.5 marks - for work experience of relevant experience to proposed position
	<i>Note: Total 10 Resources proposed</i>	
3	Presentation on Approach, Methodology and Work Plan 1. Understanding of the Assignment and Issues/Challenges (10 Marks) 2. Approach, Methodology and Work Plan (10 Marks) 3. Case study of handling CMC/ ULB/DA or similar (10 Marks)	30 Marks Technical Presentation
	Total (1 + 2 + 3)	100 Marks

Copies of work orders/ agreement/ completion certificates must be submitted as a proof for each assignment. No assignment should be repeated across various categories of evaluation parameters. Ongoing assignments will be considered for evaluation only if 6 months of the project period have elapsed.

All the team members of the PMU are expected to be deployed full-time for a period of 3 years at office of Cuttack Municipal Corporation. Office space with necessary facilities shall be provided by Client to the PMU team. None of the team members should engage in any other engagement while being deployed at the PMU. In case CMC needs any additional resources with specific expertise on part-time/ full-time basis for the assignment towards successful achievement of the desired outcomes, the same shall be deployed by the selected bidder as per mutually agreed terms and conditions.

*** Bidders who secure above 70 marks from the total (100 marks) in the technical proposal (St) will be called for financial evaluation.**

3. Financial Evaluation (3rd Stage): The financial proposals of only those bidders qualifying the technical evaluation (2nd Stage) shall be opened at this stage in the presence of the bidder's representative who wishes to attend the meeting with proper authorization letter. The name of the bidder along with the quoted financial price will be announced during the meeting.

10. Evaluation Process

QCBS method will be followed during the overall selection process. The financial bids of technically qualified bidders will be opened on the prescribed date in the presence of bidder's representatives.

The lowest evaluated Financial Bid (Fm) shall be given the maximum financial score (Sf) of 100. The formula for determining the financial scores of all other bids shall be calculated as follows: $Sf = 100 \times Fm/F$, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the bid under consideration. The weights given to the Technical (T) and Financial (P) Bids shall be: $T = 70$, and $P = 30$

Bids shall be ranked according to their combined scores, calculated using the technical score (St) and financial score (Sf) and the weights as follows:

$$S = St \times T\% + Sf \times P\%$$

The bidder, who has the highest score in the QCBS and shall be called for further process leading to the award of the contract. The bid price will include all statutory taxes as applicable excluding prevailing GST and shall be in Indian Rupees. Prices quoted in the bid must be firm and final and shall not be subject to any modifications on any account whatsoever. In case of a tie, the bidder having higher technical score will be considered the preferred bidder.

For the purpose of evaluation, the total evaluated cost shall be inclusive of all taxes & duties for which the Client will make payment to the consultant including overhead expenses and only exclusion shall be prevailing GST.

11. Performance Bank Guarantee (PBG)

Within 7 days of notifying the acceptance of a proposal for award of contract, each qualified bidder shall have to furnish a Performance Bank Guarantee amounting to **3% of the annual contract value** from a Scheduled Commercial Bank situated in Cuttack in favor of "**Commissioner, CMC**", as per the format at Annexure- II, for a period of three months beyond the entire contract period (i.e. PBG must be valid from the date of effectiveness of the contract to a period of 3 months beyond the contract period) as its commitment to perform services under the contract. Failure to comply with the requirements shall constitute sufficient grounds for the forfeiture of the PBG. The PBG shall be released immediately after three months of expiry of contract provided there is no breach of contract on the part of the qualified bidder. No interest shall be paid on the PBG.

12. Contract Negotiation

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

13. Award of Contract

After completion of the contract negotiation stage, the Client will notify the successful bidder in writing by issuing an offer letter for signing the contract and promptly notifying all other bidders about the result of the selection process. The successful bidders will be asked to sign the contract after fulfilling all formalities within 15 days of issuance of the offer letter. After signing of the contract, no variation or modification of the terms of the contract shall be made except by written amendment signed by both the parties. The contract will be valid for 3 years from the date of effectiveness of the contract. The contract can be extended for 2 years beyond these 3 years based on satisfactory performance. A 15% onetime hike in fee will be considered after completion of 3 years, if and when extension is granted to the selected Agency.

14. Conflict of Interest

Conflict of interest exists in the event of:

1. Conflicting assignments, typically monitoring and evaluation/environmental assessment of the same project by the eligible bidder.
2. Consultants, agencies, or institutions (individuals or organizations) who have a business or family relation with the Client directly or indirectly.
3. Practices prohibited under the anti-corruption policy of the Government of India and Government of Odisha. The bidders are to be careful so as not to give rise to a situation where there will be any conflict of interest with the Client as this would amount to their disqualification and breach of contract.

15. Disclosure

1. Bidders have an obligation to disclose any actual or potential conflict of interest. Failure to do so may lead to disqualification of the bidder or termination of its contract.
2. Bidders must disclose if they are or have been the subject of any proceedings (such as blacklisting) or other arrangements relating to bankruptcy, insolvency, or the financial standing of the Bidder, including but not limited to appointment of any officer such as a receiver in relation to the Bidder's personal or business matters or an arrangement with creditors, or of any other similar proceedings.
3. Bidders must disclose if they have been convicted of, or are the subject of any proceedings relating to:
 - i. a criminal offence or other serious offence punishable under the law of the land, or where they have been found by any regulator or professional body to have committed professional misconduct.
 - ii. corruption including the offer or receipt of an inducement of any kind in relation to obtaining any contract.
 - iii. failure to fulfil any obligations in any jurisdiction relating to the payment of taxes or social security contributions.

16. Anti-corruption Measure

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

17. Language of Proposals

The proposal and all related correspondence exchanged between the bidder and the Client shall be written in the **English** language. Supporting documents and printed literature that are part of the proposal may be in another language provided they are accompanied by an accurate translation of the relevant passages in English with self- certification for accuracy, in which case, for the purposes of interpretation of the Proposal, the translated version shall govern.

18. Cost of Bidding

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

19. Legal Jurisdiction

All legal disputes are subject to the jurisdiction of Hon'ble High Court, Odisha, Cuttack, and Civil Court of Cuttack only.

20. Governing Law and Penalty Clause

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

21. Confidentiality

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

22. Amendment of the RFP Document

At any time before submission of proposals, the Client may amend the RFP by issuing an addendum through CMC website. Any such addendum will be binding on all the bidders. To give bidders reasonable time in which to take an addendum into account in preparing their proposals, the Client may, at its discretion, extend the deadline for the submission of the proposals.

23. Client's right to accept any proposal, and to reject any or all proposal/s

The Client reserves the right to accept or reject any proposal, and to annul or amend the bidding / selection / evaluation process and reject all proposals at any time prior to award of

contract award, without assigning any reason there of and thereby incurring any liability to the bidders.

24. Copyright, Patents and Other Proprietary Rights

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

25. Replacement of the Personnel

The professionals to be deployed under this contract are expected to be dedicated for the entire contract period. However, the change will be allowed under following circumstances only after due approval:

(A) During team deployment/ start of engagement

1. Due to any unavoidable circumstances, up to 3 CVs (out of all) submitted for evaluation can be replaced by the selected Agency during team deployment, duly notifying the circumstances necessitating the replacements, subject to approval of proposed replacement CVs.
2. If more than 3 CVs (out of all) are replaced, a penalty of 1% of contract value per CV replaced may be imposed on the selected Agency.
3. If more than 7 CVs (out of all) are replaced, then the contract with the selected Agency may be rescinded and the PBG amount may also be forfeited.

(B) During the assignment

1. In case of non-satisfactory performance of any of the assigned personnel during the course of the assignment, the client reserves the right to request for a replacement. Once a request is raised, the consultant must provide the CV and other qualification and details of the replacement personnel so as to permit evaluation within 14 days. On receipt of such CVs, the client shall process the same within 7 days and communicate its approval / rejection. In case of failure to provide replacement personnel within 14 days of communication of the request for a change to the satisfaction of the client, the client reserves the right to not make payment for the resource and the resource may be treated as withdrawn after communication of such rejection.
2. Under unavoidable circumstances of one or more personnel becoming unavailable / leave the project for any reason there off during the course of the assignment, the consultant must notify the client at least 14 days in advance, explaining the circumstances necessitating the proposed replacement and submit justification and qualification of replacement personnel in sufficient detail to permit evaluation of the impact on the engagement. On being duly satisfied, the request for change may be approved / rejected by the client within 7 days of receipt of the same.
3. Once the proposal for replacement is accepted, the consultant must replace the professional within 14 days of the communication of such approval. Client reserves the right to invoke the right to claim liquidated damages in case of failure of the Consultant to provide replacement personnel to the satisfaction of the Client after 2 such attempts.
4. Further, acceptance of such replacement by the client shall not relieve the consultant from responsibility for failure to meet the requirements of the contract. Any change in personnel without due approval by the Authority will lead to implication of liquidated damages of up to 10% of the annual contract value.

5. For each and/or any consultant replacement request from Agency's side irrespective of scenarios during an ongoing project/assignment the Agency shall be charged with a penalty at the rate of 10% of annual contract value.

26. Force Majeure

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

27. Settlement of Disputes

The Client and the Consultant shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or arising from or in connection with the Contract within Thirty (30) days from the commencement of such informal negotiation. All dispute resolution proceedings shall be held at Cuttack, Odisha, and the language of such proceedings and that of all documents and communications between the parties shall be in English. Commissioner, Cuttack Municipal Corporation will be the final authority to resolve the dispute arising between and the Client and the Consultant.

28. Disqualification of Proposal

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

1. Proposal submitted without Bid Processing Fee & EMD as applicable.
2. Proposal not submitted in accordance with the procedure and formats as prescribed in the RFP.
3. During validity of the proposal, or its extended period, if any, the bidder increases the quoted prices.
4. Proposal is received in incomplete form.
5. Proposal is received after due date and time for submission of bid.
6. Proposal is not accompanied by all the requisite documents / information.
7. Bids with any conditional technical and financial offer.
8. If the bidder provides any assumptions in the financial proposal or qualifies the commercial proposal with its own conditions, such proposals will be rejected even if the commercial value of such proposals is the lowest / best value.
9. Proposal is not properly sealed or signed.
10. Proposal is not conforming to the requirement of the scope of the work of the assignment.
11. Bidder tries to influence the proposal evaluation process by unlawful/corrupt/fraudulent means at one or any point of time during the bid process.
12. If, any of the bid documents, excluding the commercial bid, submitted by the bidder is found to contain any information on price, pricing policy, pricing mechanism or any information

indicative of the commercial aspects of the bidders or any person acting on its behalf indulges in corrupt and fraudulent practices.

13. Any other condition / situation which holds the paramount interest of the Client during the overall section process.

Section III: Terms of Reference

1. Objective of the Proposal

The proposal aims to establish a Programme Management Unit (PMU) for increasing the effectiveness and efficiency of the Cuttack Municipal Corporation (CMC), in the larger interest of welfare and overall development of people and their livelihoods.

2. Scope of Work

A Programme Management Unit (PMU) will be established and manned by a team of experts with developmental background including specialisation in critical areas such as livelihood, education, skill development, drinking water & sanitation, health, infrastructure, environment etc. The PMU will serve as a 'Nucleus' of the Cuttack Municipal Corporation and will work under the overall control, supervision and guidance of the Commissioner, Cuttack Municipal Corporation; and technical and administrative direction of the Deputy Commissioner (Sanitation), CMC. Further, the PMU will also facilitate the other functions of the Authority.

The PMU will function as a nucleus and will be responsible for the following activities:

- Identification of critical gaps in the Authority for prioritized action.
- Evaluation of proposals submitted to CMC for support.
- Planning, implementation, and monitoring of projects under CMC.
- Convergence with various line departments for coordinated and concerted action.
- Identification and promotion of innovative solutions through field level pilot.
- Interventions and adopting best practices from various sectors and geographies to the district.
- Demonstrate the effectiveness of CMC activities on the lives of targeted communities through communication medium.
- Preparation of policy briefs, documentation of lessons learnt, and impact achieved.
- Capacity building activities and knowledge management.
- Technical and facilitation assistance to the Authority.

3. Team Composition

The PMU shall comprise of following team members:

S.No	Role	Education and Qualification	Key Roles & Responsibilities
1	Team Leader (One no.)	• Preferably Master's Degree (or equivalent) in Management, Development Studies/ Practice or Social Work or Urban Planning or related field(s) from a reputed National/ International University/ Institution • Minimum of 10 years of total work experience related to project management unit schemes/ projects	• Responsible for overall functioning of the Programme Management Unit (PMU). • Build and maintain a high performing team in the PMU. • Provide effective program management, managing human and financial resources to effectively achieve the objectives of the Authority. • Ensure that deliverables are satisfied in a timely manner. • Conceptualise a wide range of innovation projects for improved public service delivery. • Act as a formal channel of communication between the selected Agency and Authority. Report to Nodal Officer of CMC.
2	Sanitation Expert (2 nos.)	• Preferably B. Tech or B.E (Civil)/ Environment or related field(s) from a reputed National/ International University/ Institution or related field(s) from a reputed National/ International University/ Institution • Minimum of 5 years total work experience related to sanitation activities	• Reporting and monitoring of the ward, tracking of all vehicle, daily reporting and compliance tracking, grievance tracking Evaluation and follow up vehicles, coordination with Health and Sanitation office, monitoring the field manpower • Monitoring Swaach Bharat Mission (SBM) and all the key performance indicators of SBM or any other scheme of ULB, etc. Report to the Team Leader. Any other duties as may be assigned.
3	Deputy Team Leader (One no.)	• Preferably Master's Degree (or equivalent) in Management, Development Studies/ Practice or Urban Planning or related field(s) from a reputed National/ International University/ Institution • Minimum of 5 years of total work experience related to project management unit	• Responsible for multitasking activities of the Programme Management Unit (PMU). • Coordinate and facilitate other team members in the PMU. • Ensure that deliverables are satisfied in a timely manner. • Act as a formal channel of communication between the team lead and other team members/ sections of CMC. • Report to Team Lead.

4	Procurement Expert (One no.)	• Preferably Master's Degree (or equivalent) in Management, Finance, Commerce, Accounting, or related field(s) from a reputed University/ Institution • Minimum of 5 years of total work experience in procurement of goods, works & services, contract management in Government/ Development Sector/ reputed NGOs	• Assist Authority in procurement of goods, services and works for the implementation of Authority projects • Assist Authority/ Departments in preparing Request for Proposals (RFPs), Request for Quotations (RFQs), Expression of Interests (EOIs), Notice Inviting Tenders (NIT), etc. as per requirement • Assist CMC in complete
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			procurement life cycle including invitation of bids, organizing pre-bid meetings, issuing clarifications, bid opening, bid evaluation, selection of eligible responsive bids, preparing contract agreements, executing contracts with selected bidders, etc. • Assist Authority in comprehensive contract management of all procurements • Assist Authority in ensuring that all procurements are carried out as per Odisha General Financial Rules/ other applicable guidelines • Assist Authority in developing unified procurement practices for all projects
5	Civil Expert (Three nos.)	• Preferably B.E/ B.Tech in Civil Engineering from a recognized University/ Institution • Minimum of 5 years of total work experience related to design, estimation, execution and supervision of civil engineering projects. • Proficient in Auto CAD or similar software packages or similar software packages	• Study drawings and estimates of projects submitted by various line departments for approval under the Authority. • Propose alterations and revisions required, if any. • Supervise various construction activities taken up under Authority through regular field visits and raise flags at appropriate levels in case of potential delays, quality issues or cost overruns. • Ensure that the construction is in compliance with the drawings and estimates approved. Assess value of works done and assist CMC in clearing bills/ vouchers for release of funds to the implementing agency. • Report to the Team Leader, PMU. Quality • Any other duties as may be assigned.

6	Mechanical Expert (Two nos.)	• Preferably B.E/ B.Tech in Mechanical Engineering from a recognized University/ Institution • Minimum of 5 years of total work experience related to design, estimation, execution and supervision of civil engineering projects. Proficient in Auto CAD or similar software packages or similar software packages	• Study drawings and estimates of projects submitted by various line departments for approval under the Authority. • Propose alterations and revisions required, if any. • Supervise various construction activities taken up under Authority through regular field visits and raise flags at appropriate levels in case of potential delays, quality issues or cost overruns. • Ensure that the construction is in compliance with the drawings and estimates approved. Assess value of works done and assist CMC in clearing bills/ vouchers for release of funds to the implementing agency. • Report to the Team Leader, PMU
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Key competencies and skills

- Demonstrated ability to work in a multi-cultural environment and establish harmonious and effective working relationships.
- Strong analytical skills, ability to think strategic ally, analyse diverse information and manage multiple projects simultaneously.
- Ability to communicate ideas clearly and confidently, articulate issues and recommend solutions.
- Proven ability to identify innovations and translate them into implementable practices.
- Competency in usage of IT tools including proficiency in MS Office suite.
- Strong oral and writing skills in English with effective documentation skills.
- Ability to communicate in Odia is desirable.

4. Deliverables and Payment Schedule

The assignment shall be for a period of 3-year duration from the date of effectiveness of the Contract. The deliverable and payment schedule shall be as follows:

Sr. No.	Milestone	Timeline (where 'T' is the date of signing of Agreement)	Percentage of Fee
1	Submission of Monthly Progress Reports and Utilization Reports	Monthly	100% (equally divided across 36 payments)
	Total		100%

The invoices will be paid within 2 weeks of the submission of the same.

5. Reporting arrangements

The PMU will work under the direct supervision of the Commissioner, Cuttack Municipal Corporation and Deputy Commissioner (Sanitation), CMC. PMU shall also be facilitated with a dedicated vehicle for official visit along with seating space from CMC.

Section IV: Technical Proposal Submission Forms

Tech - 1 Covering Letter

(On Bidder's Letter Head)

[Location, Date]

To,

**The Deputy Commissioner (Sanitation) CMC,
Choudhary Bazaar,
Cuttack, 753001, Odisha**

Subject: Selection of Agency for Setting up of Programme Management Unit (PMU) for Cuttack Municipal Corporation [TECHNICAL PROPOSAL]

Dear Sir,

I, the undersigned, offer to provide the services for the proposed assignment in respect to your Request for Proposal No.: _____, Dated: _____. I hereby submit the proposal which includes this technical proposal sealed under a separate envelope. Our proposal will be valid for acceptance up to **180 Days** and I confirm that this proposal will remain binding upon us and may be accepted by you at any time before this expiry date.

All the information and statements made in this technical proposal are true and correct and I accept that any misinterpretation contained in it may lead to disqualification of our proposal. If negotiations are held during the period of validity of the proposal, I undertake to negotiate on the basis of the proposal submitted by us. Our proposal is binding upon us and subject to the modifications resulting from contract negotiations.

I have examined all the information as provided in your Request for Proposal (RFP) and offer to undertake the service described in accordance with the conditions and requirements of the selection process. I agree to bear all costs incurred by us in connection with the preparation and submission of this proposal and to bear any further pre-contract costs. In case, any provisions of this RFP/ ToR including of our technical & financial proposal is found to be deviated, then your department shall have rights to reject our proposal. I confirm that, I have the authority to submit the proposal and to clarify any details on its behalf.

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

Yours faithfully,

Authorized Signatory with Date and Seal:

Name and Designation: _____

Address of Bidder: _____

Tech 2: Bidder's Organization (General Details)

S. No.	Description	Full Details
1	Name of the Bidder	
2	Address for communication: Tel: Email id:	
3	Name of the authorized person signing & submitting the bid on behalf of the Bidder: Mobile No.: Email id:	
4	Registration / Incorporation Details Registration No: Date & Year. :	
5	Local office in Odisha If Yes, please furnish contact details	Yes / No
6	Bid Processing Fee Details Amount: DD No.: Date: Name of the Bank:	
7	EMD Details Amount: DD/Bank Guarantee No.: Date: Name of the Bank:	
8	PAN Number	
9	Goods and Services Tax Identification Number (GSTIN)	
10	Willing to carry out assignments as per the scope of work of the RFP	YES
11	Willing to accept all the terms and conditions as specified in the RFP	YES

Authorized Signatory [In full and initials]:

Name and Designation with Date and Seal:

Bidders should submit the required supporting documents as mentioned above. Non-submission of required documents as listed above will lead to rejection of the bid.

Tech 3: Bidders Financial Details

Financial Information (In INR)				
Details	FY 2018 -19	FY 2019-20	FY 2020-21	Average
Consulting Turnover (in Crores)				

Supporting Documents:

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

Filled in information in this format must have to be jointly certified and sealed by the CA and the authorized representative of the bidder and to be furnished along with the technical proposal failing which the proposal will be out rightly rejected.

Signature and Seal of the Company Auditor with Date in original

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

Communication Address of the Bidder: _____

Bidders should submit the required supporting documents as mentioned above. Non-submission of required documents as listed above will lead to rejection of the bid.

Tech 4: Format for Power of Attorney

(on Bidders Letter Head)

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

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

Name of the Authorized Representative:

(Signature of the Authorized Representative with Date)

CERTIFIED:

Signature, Name & Designation of person executing attorney:

Address of the Bidder:

Note: Board resolution confirming the Authority of the signatory to submit the proposals could also be provided as a substitute to the Power of Attorney.

Tech 5: Bidders Past Experience Details

Assignment Name:		Country:
Location within Country:		Professional Staff provided by your Firm / Entity (profiles):
Name of Client:		No of Staff:
Address:		No of Permanent Staff & Consultants:
Start Date:	Completion Date:	Approx. Value of Services (in INR):
Name of Senior Staff Involved and Corresponding Positions:		
Narrative Description of Project:		
Description of Actual Services Provided by Your Staff:		

Tech 6: Declaration of Conflict of Interest and Activities

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

If no, please certify,

On Bidders Letter

I hereby declare that our agency is not indulged in any such activities which can be termed as the conflicting activities as mentioned in **Section 2: [Information to the Bidder] under Eligibility Criteria: Para (5)**.

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

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

Address of the Bidder:

Bidders should submit the required supporting Documents as mentioned above. Non-submission of required Documents as listed above will lead to rejection of the bid.

**Tech 7: Comments and Suggestions on the Terms of Reference /
Scope of Work and Counterpart Staff and Facilities to be provided by
the Client**

A: On the Terms of Reference / Scope of Work:

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

B: On Input and Facilities to be provided by the Client:

[Comment here on inputs and facilities to be provided by the Client with respect to the Scope of Work and Study Implementation]

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

Name and Designation with Date and Seal:

Tech 8: Description of Approach, Methodology and Workplan To Undertake the Assignment

[Technical Approach, Methodology and Work Plan are key components of the Technical Proposal. In this Section, bidder should explain their understanding of the scope and objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. Further, they should highlight the problems being addressed and their importance and explain the technical approach to be adopted to address them. It is suggested to present the required information divided into following three sections]

- A. Understanding of Assignment and Issues/ Challenges**
- B. Description of Approach, Methodology and Work Plan**
- C. Case study of handling ULB's like CMC/Development Authorities (or similar) PMU**

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

Tech 9: Format of Curriculum Vitae (CV) for Proposed Key Professional

1. Proposed Position:

[For each position of key professional separate form will be prepared]

2. Name of Firm:

3. Name of Staff:

4. Date of Birth:

5. Years with Firm:

6. Nationality:

7. Education:

[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]

8. Membership in Professional Associations:

9. Other Trainings:

10. Countries of Work Experience:

11. Languages:

[For each language indicate proficiency: excellent, good, fair, or poor; in speaking, reading, and writing]

12. Employment Record:

[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held. For experience in last ten years, also give types of activities performed and Client references, where appropriate as per the prescribed format given below]

<i>From [Year]</i>	<i>To [Year]</i>
<i>Employer Name:</i>	
<i>Position Held:</i>	
<i>Details of the Task Assigned</i> <i>[List all tasks to be performed under this Assignment/job]</i>	

13. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned

[Among the Assignment/jobs in which the staff has been involved, indicate the following information for those Assignment/jobs that best illustrate staff capability to handle the tasks listed under point 12.]

Sectoral Expertise (as per Section III TOR and Team Composition)	
Name of the Project	
Year	
Location	
Name of the Client	
Project Feature	
Position Held	
Activities Performed	

Certification:

I, the undersigned, certify that to the best of my knowledge and belief that this CV correctly describes my qualifications and past experiences. I will undertake this assignment for the full project duration in terms of roles and responsibilities assigned in the technical proposal or any agreed extension of activities thereof. I understand that any misstatement herein leads to disqualification of CV.

Date:

Signature of Key Professional with Date

**Authorized Signatory [In full and
initials]: Name and Designation**

with Date and Seal:

NB: CV writeup restricted to 3 pages only with quality information relevant to the key professional requirements. The CVs needs to be jointly signed by the proposed professional and the authorized representative of the Bidder.

Tech 10: Proposed Plan to Carry out the Assignment

Month →	1	2	3	4
Sequence of Activities / Sub Activities				
↓				

Indicate all main activities / sub activities of the proposed assignment and other associate sub-periodic activities.

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

Section V: Financial Proposal Submission Forms

Fin 1: Covering Letter (On Bidders Letter Head)

[Location, Date]

To,
**The Deputy Commissioner (Sanitation) CMC,
Choudhary Bazaar,
Cuttack, 753001, Odisha**

Subject: Selection of Agency for Setting up of Programme Management Unit (PMU) for Cuttack Municipal Corporation. [FINANCIAL PROPOSAL]

Sir,

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

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

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

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

I remain,

Yours faithfully,

Authorized Signatory [In full and initials]:

Name and Designation of Signatory with Date and Seal:

Address of the Bidder:

*** Amount must match with FIN-2 Summary of financial Proposal, FIN-3- Breakdown of Remuneration of Key Professionals, FIN-4- Breakdown of Overhead Expenses**

Fin 2: Summary of Financial Proposal

Name of the Assignment:					
Sr. No.	Fee Particulars	Amount in INR			
A	Remuneration of Key Professionals				
	Description of Manpower	Qty	Monthly Fee (INR)	Annual Fee (INR)	Total Fee (INR)
1.	Team Leader	1			
2.	Sanitation Expert	2			
3.	Deputy Team Leader	1			
4.	Procurement Expert	1			
5.	Civil Expert	3			
6.	Mechanical Expert	2			
B	Total Remuneration of Key Professionals				
C	Overhead				
D	Consulting Fee (B+C)				
E	Taxes applicable as per prevailing GST @ _____ % of Consulting Fee (D)				
Grant Total (INR) (D+E)					
In Words					

NB:

1. *Bidders shall submit the financial proposal as per the prescribed format given above in both figures and words and signed by the Authorized Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail.*
2. *Taxes will be paid by the Client as per the applicable rate under GST Act from time to time. Consultancy fee proposed for the assignment shall remain fixed till completion of the contract.*

Authorized Signatory [In full and initials]:

Name and Designation with Date& Seal:

Fin 3: Detail Break-Up of Fee for Key Professionals

Sr. No.	Position	Requirement	Name of Key Person/s	Monthly Fee in INR	Yearly Fee in INR	Total Fee for 36 Months (INR)
1.	Team Leader	1				
2.	Sanitation Expert	2				
3.	Deputy Team Leader	1				
4.	Procurement Expert	1				
5.	Civil Expert	3				
6.	Mechanical Expert	2				
Total						
In Words						

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

Fin 4: Breakdown of Overhead Expenses Detail Break-Up of Fee for Key Professionals

Sr. No.	Description	Unit	Quantity	Unit Price in INR	Total Amount in INR
1					
2					
3					
Grand Total in INR					
In Words					

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

Note: Overhead expenses should factor in all type of expenses by the Agency, not limited to statutory taxes, laptops/desktops to resources, internet, printers, office stationeries like paper/clips etc.

Section VI: Annexures

Annexure I: Bid Submission Checklist

Sr. No.	Description	Submitted (Yes/No)	Page No.
Technical Proposal (Original + 1 Copy)			
1	Filled in Bid Submission Check List (ANNEXURE I)		
2	Covering Letter (TECH 1)		
3	Bid Processing Fee of Rs. 10,000/- in form of DD		
4	EMD of Rs. <u>10,00,000/-</u> in form of DD/ Bank Guarantee		
5	Copy of Certificate of Incorporation / Registration of the Bidder		
6	Copy of PAN		
7	Copy of Goods and Services Tax Identification Number (GSTIN)		
8	Copies of IT Returns for the last 3 FYs (18-19, 19-20 & 20-21)		
9	General Details of the Bidder (TECH 2)		
10	Financial details of the bidder (TECH 3) along with all the supportive Documents such as copies of Profit – Loss Statement and Balance Sheet for the concerned period duly certified by CA		
11	Power of Attorney (TECH 4) in favour of the person signing the bid on behalf of the bidder		
12	List of completed assignments of similar nature (Past Experience Details) (TECH 5) along with the copies of work orders for the respective assignments		
13	Self-Declaration on Potential Conflict of Interest (TECH 6)		
14	Comments and Suggestions (TECH 7)		
15	Description of Approach, Methodology & Work Plan (TECH 8)		
16	CV of Key Professionals (TECH 9)		
17	Work Plan (TECH 10)		
FINANCIAL PROPOSAL (ORIGINAL)			
1	Covering Letter (FIN 1)		
2	Summary of Financial Proposal (FIN 2)		

3	Detail Break-up of Fee of Key Professionals (FIN 3)		
4	Breakdown of Overhead Expenses (FIN 4)		

Undertaking:

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

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

Annexure II: Performance Bank Guarantee Format

[Location, Date]

To,
**The Deputy Commissioner (Sanitation) CMC,
Choudhary Bazaar,
Cuttack, 753001, Odisha**

WHEREAS (Name and address of the Consultant) (hereinafter called "the Consultant") has undertaken, in pursuance of RFP no..... dated to undertake the service (description of services) (herein after called "the contract").

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

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

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

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

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

This performance bank guarantee shall be valid until the day of..... (month and year),

Our branch at Cuttack (Name & Address of the Bank) is liable to pay the guaranteed amount depending on the filing of claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our Cuttack branch a written claim or demand and received by us at our Cuttack branch on or before Dt.....otherwise bank shall be discharged of all liabilities under this guarantee thereafter.

(Signature of the authorized officer of the Bank)

.....
Name and designation of the officer

.....
Seal, name & address of the Bank & Branch