



**GOVERNMENT OF ODISHA
DEPARTMENT OF WATER RESSOURCES**

REQUEST FOR PROPOSAL (RFP)

e-Procurement Notice No. SELICD-04/2026-27, dated 03.09.2026

**“CONCURRENT EVALUATION STUDY IN RESPECT OF
LOWER INDRA IRRIGATION PROJECT UNDER PMKSY-
AIBP & PMKSY- CADWM SCHEME FOR THE FINANCIAL
YEARS 2021-22 TO 2025-26”.**

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SECTION – I

DETAIL NOTICE INVITING TENDER

**OFFICE OF THE SUPERINTENDING ENGINEER
LOWER INDRA CANAL DIVISION, KHADIAL, .
DIST:-NUAPADA, ODISHA, PIN: 766107
E-Mail:eelcd.khr@gmail.com**

e-Procurement Notice No. SELICD-04/2026-27 dated 03.09.2026

The Superintending Engineer, Lower Indra Canal Division, Khadial Dist-Nuapada, on behalf of the Governor of Odisha, invites Request for Proposal (RFP) through online mode in double cover system from eligible bidders for the works as detailed below: -

Name of work :- “Concurrent Evaluation Study in respect of Lower Indra Irrigation Project under PMKSY- AIBP & PMKSY- CADWM scheme for the Financial Years 2021-22 to 2025-26.”

1	Period of completion	02 (Two) calendar months
2	Period of Availability	From 10.00AM of 10.09.2026 of Bid Document in the Portal to 28.09.2026 up to 5.00 PM.
3	Last Date / Time for Receipt of Bid	28.09.2026 up to 5.00 PM
4	Date and Time of Opening of Technical Bid	29.09.2026 at 11.30 AM
5	Place of Sale & Receipt of Bid	On- Line through e-Procurement i.e. www.tendersodisha.gov.in
6	Name & address of the officer inviting Bid	Superintending Engineer, Lower Indra Canal Division, Khadial
7	Further details can be seen from e-Procurement Portal	“https://www.tendersodisha.gov.in”

Superintending Engineer
Lower Indra Canal Division,
Khadial

**OFFICE OF THE SUPERINTENDING ENGINEER
LOWER INDRA CANAL DIVISION, KHADIAL, .
DIST:-NUAPADA, ODISHA, PIN: 766107
E-Mail:elicd.khr@gmail.com**

“e” Procurement Notice. No. SELICD-04/2026-27 dated 03.09.2026

1. The **Superintending Engineer, Lower Indra Canal Division, Khadial Dist-Nuapada**, on behalf of the Governor of Odisha, invites Request for Proposal (RFP) through online mode in double cover system from the Consulting agencies to carry out **“Concurrent Evaluation Study in respect of Lower Indra Irrigation Project under PMKSY- AIBP & PMKSY- CADWM scheme for the Financial Years 2021-22 to 2025-26.”**
2. More details on the proposed study are provided at **Section-3: Terms of Reference (TOR)** of this RFP Document.
3. A Consultant will be selected through **"Request for Proposal"** by following **"Least Cost Selection (LCS)"** procedure specified in the RFP Document in accordance with the policies and procedures as prescribed in **Odisha General Financial Rules and Regulations (OGFR-2023)** issued by Finance Department, Government of Odisha vide Office Memorandum No. 25914/F, Dated: 13.09.2023.

4. **Particulars of DTCN:**

a)	Name of Department	:	Department of Water Resources, Govt. of Odisha.
b)	Notice Number	:	
c)	Place of Opening of Bid	:	O/o the SE, L.I. Canal Division, Khadial, Dist-Nuapada, Odisha, 766107
d)	Period of Contract	:	02 (Two) months.
e)	Form of Contract	:	Request for Proposal (RFP)
f)	Qualification of bidders	:	Bidder/consortium must be a Company registered under Indian Companies Act, 2013 or a Society registered under The Societies Registration Act, 1860 or a Trust registered under the Indian Trusts Act, 1882 or a Partnership Firm registered under the Indian Partnership Act, 1932 or a Limited Liability Partnership registered under the Limited Liability Partnership Act, 2008.
g)	Category	:	Consultancy Services
h)	EMD/Bid Security	:	Rs. 1,00,000/- is to be transferred through online or through Bank Guarantee (Annexure-I).
i)	Cost of Tender Document (Non-Refundable)	:	Rs. 10,000/- to be transferred online.
j)	Bid Submission	:	Technical and Price bid by Online.

k)	Bid Validity	:	90 days from last date of submission of bid.
l)	Seeking clarification	:	From 10.00 AM of dt. 10.09.2026 to 28.09.2026 up to 5.00 PM.
m)	Price Bid Opening Date	:	Date & Place of Opening of Price Bid shall be notified by the Superintending Engineer, Lower Indra Canal Division, Khadial.
n)	Initial Security Deposit (ISD)	:	After acceptance of the tender, 10% of the accepted amount will be deposited by the bidder in shape of NSC / Post Office Saving Account / Post Office Time Deposit Account / Kishan Vikas Patra / Bank Guarantee pledged in favour of Superintending Engineer, Lower Indra Irrigation Canal Division, Khadial from any Nationalized/ Scheduled Commercial Bank in India counter guaranteed by its local branch at Bhubaneswar. The Bank Guarantee is to be produced in shape of unconditional and irrevocable Bank Guarantee in the standard format on any Nationalized/Scheduled Commercial Bank located anywhere in the country with branches at Bhubaneswar with facility of authentication & encashment of BG at local Branch. Initial Security must be valid from the date of effectiveness of the contract to a period of 3 months beyond the contract period.
o)	Download of Tender Documents	:	The tender documents are available from the date 10.09.2026 at 10.00 AM to 28.09.2026 up to 5.00 P.M. in the website www.tendersodisha.gov.in . Interested bidders can view these bid documents online and can download tender documents. Bidders who wish to submit their offer shall pay required tender document fees in online mode.

5. OPENING OF TENDER

The Technical Bid will be opened on dated **29.09.2026 at 11-30 AM** through website **www.tendersodisha.gov.in** as mentioned above. Intending bidders or their representatives who wish to participate in on line opening can log on to **www.tendersodisha.gov.in** on the due date and time after online opening of the bid by the authorized officer. The bidders or only one authorized representative who wishes to remain present at the time of opening of technical bid can do so. The Price Bid will be opened after approval of Technical Bid by the competent authority.

6. GENERAL INSTRUCTIONS

- 6.1 The cost of bid document will not be refunded under any circumstances.
- 6.2 Required EMD through online or through Bank Guarantee as specified in bid document shall be accepted. Contractor exempted from payment of EMD will be able to participate in the tender directly by uploading documentary evidences towards his eligibility for such exemption.
- 6.3 The offer rate shall be valid for ninety (90) days from last date of submission of bid.
- 6.4 Tenders without cost of tender fees, Earnest Money Deposit (EMD), Affidavit regarding authenticity of documents and which do not fulfill all or any of the condition or submitted incomplete in any respect will be rejected.
- 6.5 Conditional tender shall not be accepted.
- 6.6 The Superintending Engineer, Lower Indra Canal Division, Khadial, reserves the right to accept or reject any or all tenders without assigning any reason thereof.
- 6.7 The bid document shall form a part of contract and only required documents need to be uploaded during online bid submission for evaluation of bid.
- 6.8 The bidders are advised to read carefully the “Instruction to Consultants” contained in the tender documents.
- 6.9 The details of the above notice will be available on www.tendersodisha.gov.in.
- 6.10 Scanned copy of documents such as (i) PAN and (II) Registration Certificate (RC)/ GST Registration Certificate and GSTIN (for procurement of goods) of the concerned bidder (III) Receipt in support of online payment of tender cost, EMD etc shall be uploaded in designated section.
- 6.11 The dates stipulated in the DTCN are firm and under no circumstances they will be relaxed unless officially extended/modified.
- 6.12 The Bid value should be exclusive of GST. The GSTIN invoice should be submitted by the Contractor at the time of preparation of the work Bill to the concerned Junior Engineer/ Assistant Engineer with a copy to the Divisional Office for enabling the Division to make necessary Payment.
- 6.13 On no account, the contract work should be sublet to anybody without prior approval of tender accepting authority of the Department. In such an event the contract may be rescinded.
- 6.14 Other terms and conditions shall be applied as per terms and condition of the tender documents.
- 6.15 Further details can be seen from e-Procurement portal <https://tendersodisha.gov.in>

**Superintending Engineer
Lower Indra Canal Division,
Khadial**

SECTION: II
INSTRUCTION TO CONSULTANTS

SECTION: II
INSTRUCTION TO CONSULTANTS

1. General Instructions:

The Superintending Engineer, Lower Indra Canal Division, Khariar, Dist-Nuapada on behalf of the Governor of Odisha, invites Request for Proposal through online mode in double cover system from the Consulting agencies to carry out the study of **“Concurrent Evaluation Study in respect of Lower Indra Irrigation Project under PMKSY- AIBP & PMKSY- CADWM scheme for the Financial Years 2021-22 to 2025-26”**. More details on the proposed study are provided at **Section-3: Terms of Reference (TOR)** of this RFP Document.

2. Documents/Formats need to be submitted along with TECHNICAL PROPOSAL

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

- EMD as applicable
- Covering letter (TECH-1) on bidder's letterhead requesting to participate in the bidding process.
- General Details of the Bidder (TECH-2)
- Duly Filled in Technical Proposal Submission Forms (TECH-3 to TECH-6)

3. Bid Processing Fee:

The bidder must furnish as part of technical proposal, the required bid processing fee amounting to **Rs 10000/-(Ten thousand Rupees Only)** to be transferred online (Non-Refundable). 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) is to be transferred through online or through Bank Guarantee (Annexure-I)

The EMD of unsuccessful bidders shall be refunded after finalization of election process and award of contract. The EMD will be forfeited on account of the following reasons:

- Bidder withdraws its proposal during the bid validity period as specified in RFP
- Bidder does not respond to requests for clarification of its proposal.
- Bidder fails to provide required information during the evaluation process or is found to be non-responsive or has submitted false information In support of its qualification.
- Fails to provide any clarification to the Client during the selection process
- Falls to agree to the decisions of the contract negotiation meeting

- Fails to sign the contract within the prescribed time period
- Fails to furnish required Performance Bank Guarantee within the prescribed time period as per the agreed terms and conditions of the RFP
- falls to accept the offer without any justified reasons reason / falls to sign the contract within the allowed time period.
- Any other circumstance which holds the interest of the Client during the overall selection process.

5. **Validity of the Proposal:**

The proposals shall remain valid for a period of 90 (Ninety) days from the last date of submission of the Bid. The bid validity period may be extended with the mutual consent of the Employer and the Bidder.

6. **SUBMISSION OF PROPOSAL**

- 6.1 The bidders shall submit their tender online only. In case of any failure, malfunction or breakdown of electronic system used during the e-procurement process, the tender inviting authority shall not accept any responsibility for failure or breakdown other than in those systems strictly within their own control.
- 6.2 The e-procurement applications are PKI (Public Key Infrastructure) enabled and supports the Digital Signature Certificates (DSC) of appropriate class issued from a registered Certifying Authority (CA) as stipulated by Controller of Certifying Authorities (CCA), Government of India such as n-code, Sify, TCS, e-Mudhra etc., for signing the bids at the time of submission by agency. The contactor has to procure Digital Signature Certificates issued by above authority as per the procedure. This process should be completed before award of the work. Digitally signed bids are to be submitted electronically through e-procurement, without which the tender will not be considered for opening the Price Bid.
- 6.3 Suitable training will be given by **State Procurement Cell, Nirman Soudh, Bhubaneswar** to the bidders interested to know the procedure of bid submission on e-procurement platform. The telephone No is 18003456765 (Toll free), 0674-2530998.
- 6.4 The bidders would be required to register on the e-procurement market place www.tendersorissa.gov.in and submit their bids online. The Department will not accept any bid submitted in the paper form. The bidders should quote their Tender contract price at the prescribed field / place provided in the e-market place.
- 6.5 The bidder may ask question online in the e-procurement portal using his/her DSC, provided the questions are raised within the period of seeking clarification as mentioned in the particular of tender. The officer inviting tender will clarify queries related to the tender.
- 6.6 Intending bidders can contact the office of the **Superintending Engineer, Lower Indra Canal Division, Khadial** for any clarification, information on any working day during working hours. No clarification will be entertained after the prescribed date for the said purpose.
- 6.7 The bidders are requested to submit the bids in single stage with double covers. Cover-I -Technical Bid (Qualification Criteria) and Cover-II - Financial Bid in separate.

- 6.8 All Bidders including Consortia should submit the certified copies and fulfill the following criteria.

COVER-I: TECHNICAL BID (Qualification Criteria): This will contain the following documents in PDF files:

The bid shall include all the information listed as below: -

The bidder/consortium of consultants have to furnish the following documents duly signed along with their Technical Proposal:

- ✓ Covering letter (**TECH-1**) on bidder's letter head requesting to participate in the selection process.
- ✓ Bid Processing Fee & Earnest Money Deposit (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 **5** assessment years
- ✓ General Details of the Bidder (**TECH-2**).
- ✓ Undertaking for not having been black-listed by any Central / State Government/Any other Autonomous Bodies /International & National Organization in the recent past.
- ✓ Duly filled in Technical Proposal Forms **TECH – 3 to 6**.
- ✓ All the pages of the proposal and enclosures/attachments are signed by the authorized representative of the bidder.

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

Cover-2: Financial bid

This will contain Financial Bid (Appendix-FB), shall be uploaded in one file.

File – I: The Financial Bid (Appendix–FB) shall be in intelligent Excel format. This is to be downloaded from website, the lump sum price is to be filled up without any change in wording & format and uploaded.

1. **Tender in offline mode will not be accepted.**
2. The agency is expected to quote the bid price in Lump sum after careful analysis of cost involved for the performance of work complete considering all specification and conditions of contract. In case it is noticed that the price quoted by the Bidder is unusually high or unusually low, unless the Employer is convinced about the reasonableness of bid price on scrutiny of the analysis for such price to be furnished by the Bidder, it will be sufficient cause for the rejection of the bid.

7. Opening of the proposal:

The FIRST COVER containing **TECHNICAL PROPOSAL** will be opened in the initial stage by the Client in presence of the bidders or their representatives who wish at the location, date and time specified in the e-tender portal.

8. Evaluation of Proposal:

A two-stage evaluation process will be conducted as explained below for evaluation of the proposals received from the participated bidders.

- **Technical Evaluation (1st Stage):** Preliminary evaluation of the proposal will be done to examine whether the requisite documents/Information and prescribed format have been properly furnished by the bidder or not. The technical proposal of the bidder will be evaluated as per the following bid evaluation parameters:

Bid Evaluation Parameter	Maximum Mark
Approach, Methodology and Proposed Work Plan	10
Key Professionals proposed by the bidder for the assignment	40
Grand Total	50

The bidder needs to secure a score above 35 mark in the technical evaluation stage to qualify for financial evaluation stage.

- a. FINANCIAL EVALUATION (2nd stage):** The financial proposals of the bidders qualifying the technical evaluation only shall be opened at this stage in the presence of the bidders or their representatives who wishes to attend with proper authorization letter. Selection of the preferred agency will be done following **Least Cost Selection (LCS)** Method. The lowest evaluated quoted cost among the qualified bidders will be considered for award of contract.

9. Evaluation Process :

Least Cost Selection method will be followed during the overall selection process. The financial bids of qualified bidders will be opened on the prescribed date in the presence of bidders or their representatives who wish. The bidder, who submits the lowest financial price bid shall be adjudged as the **L1 bidder** and shall be called for further process leading to the award of the contract. Only fixed price financial bids indicating total price for all the deliverables and services specified in this RFP document will be considered. In case of a tie with respect to the bid price for L1, the bidder having higher technical's core will be considered the preferred bidder. Even after tie, the tender accepting authority will finalize the tender through a transparent lottery system, where all bidders / their authorized representatives, the concerned Superintending Engineer/Executive Engineer of concerned Division and DAO will remain present.

The bid price will include all taxes as applicable and excluding GST 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. The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between partial amount and the total amount, or between word and figures the former will prevail. All required items must be priced accordingly in the financial bid.

For the purpose of evaluation, the total evaluated cost shall be inclusive of all taxes & duties excluding GST for which the Client will make payment to the consultant including

overhead expenses, such as travel, accommodation, logistics, training/ workshop, preparation of reports / formats, printing & other secretarial expenses etc.

10. 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 or 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.

11. 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 would be valid for **two month** from the date of effectiveness of the contract and will be extended on mutual consent. **Sub-contracting/ outsourcing of any form shall not be allowed for any activities under the scope of the work as mentioned in this RFP.**

12. Conflict of Interest:

Conflict of interest exists in the event of:

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

13. Disclosure:

- a. Bidders have an obligation to disclose any actual or potential conflict of interest. Failure to do so may lead to disqualification of the bidder or termination of its contract.
 - Bidders must disclose whether they are or have been the subject of any proceedings, including but not limited to blacklisting, bankruptcy, insolvency, or any other proceedings or arrangements relating to the financial standing of the Bidder. Such disclosure shall also include the appointment of any officer, such as a receiver, in relation to the Bidder's personal or business affairs, any arrangement with creditors, or any other similar proceedings or arrangements.
 - Bidders must disclose if they have been convicted of, or are the subject of any proceedings relating to:
 - a criminal offence or other serious offence punishable under the law of the land, or where they have been found by any regulator or professional body to have committed professional misconduct;

- corruption including the offer or receipt of an inducement of any kind in relation to obtaining any contract;
- failure to fulfill any obligations in any jurisdiction relating to the payment of taxes or social security contributions.

14. Anti-corruption Measure:

- 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.
- 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 in definitely or for a stated period of time, disqualifying it from participating in any related bidding process for the said period.

15. Language of Proposals:

The proposal and all related correspondence exchanged between the bidder and the Client shall be written in the **English** language.

16. Cost of bidding:

The bidder shall bear all costs associated with the preparation and submission of its proposal. The bidder is not allowed to submit more than one proposal under the selection process. Alternate bids are not allowed. Any conditional bid will be out rightly rejected.

17. Legal Jurisdiction:

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

18. 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 time line will enforce a penalty@ **1% per week subject to maximum of 10% of the total contract value**. The amount will be deducted from the subsequent payment. The implication of penalty will be governed by the agreed terms and conditions of the contract between parties.

19. 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.

20. Amendment of the RFP Document:

At any time before the submission of proposals, the Client may amend the RFP by issuing an addendum through the Department of Water Resources e-Tender website. Any such addendum shall be binding on all bidders. To allow bidders reasonable time to take such addendum into account while preparing their proposals, the Client may, at its discretion, extend the deadline for submission of the proposals.

21. 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.

22. Copy right, Patents and Other Proprietary Rights:

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

23. Replacement of Key Personnel:

Replacement of Key Resources is not allowed under the proposed assignment.

24. 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 what so ever reason.

25. Settlement of Dispute:

If any dispute of difference of any kind whatsoever arises between the department and the Agency in connection with, or arising out of the Contract, whether during the progress of the works or after their completion and whether before or after the termination, abandonment or breach of the Contract, it shall in the first place, be referred to for settlement by the Engineer-in-Charge who shall, within a period of thirty days of receipt of request of the Agency to do so, give written notice of his decision to the Agency. Upon receipt of the written notice of the

decision of the Engineer-in-Charge the Agency shall promptly proceed without delay to comply with such notice of decision.

26. ARBITRATION:

In case the Agency is dissatisfied with any such decision of Government, then the agency within thirty days may refer the matter or matters of dispute for arbitration. The arbitration shall be conducted in accordance with the provisions of Indian Arbitration and Conciliation Act 1996 or any statutory modification thereof.

27. Disqualification of Proposal:

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

- a. Proposal submitted without Bid Processing Fee & EMD as applicable
- b. Proposal not submitted in accordance with the procedure and formats as prescribed in the RFP
- c. During validity of the proposal, or its extended period, if any, the bidder increases his quoted prices
- d. Proposal is received in incomplete form
- e. Proposal is received after due date and time for submission of bid
- f. Proposal is not accompanied by all the requisite documents/information
- g. A commercial bid submitted with assumptions or conditions
- h. Bids with any conditional technical and financial offer
- i. 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
- j. Proposal is not properly sealed or signed
- k. Proposal is not conforming to the requirement of the scope of the work of the assignment.
- l. Bidder tries to influence the proposal evaluation process by unlawful/ corrupt/ Fraudulent mean at any point of time during the bid process
- m. If, any of the bid documents (including but not limited to the hard and soft/electronic copies of the same, presentations during evaluation, clarifications provided by the bidder), excluding the commercial bid, submitted by the bidder is found to contain any information on price, pricing policy, pricing mechanism or any information indicative of the commercial aspects of the bid;
- n. The Bidder or any person acting on its behalf indulges in corrupt, fraudulent, collusive, coercive or other prohibited practices, or any other condition or situation that is detrimental to or adversely affects the paramount interest of the Client during the overall selection process.

SECTION: III

TERMS OF REFERENCE (ToR)

TERMS OF REFERENCE (ToR)

INTRODUCTION

Lower Indra Irrigation Project will irrigate to an ayacut of 29900 Ha in its completion in the District of Nuapada & Balangir. The Consulting agency will carry out **“Concurrent Evaluation Study in respect of Lower Indra Irrigation Project under PMKSY- AIBP & PMKSY- CADWM scheme for the Financial Years 2021-22 to 2025-26”**.

Ongoing efforts to improve irrigation Infrastructure and increase water use efficiency led to the launch of Pradhan Mantri Krishi Sinchayee Yojana (PMKSY) in 2015-16 with the aim of enhancing physical access of water on farm and expanding cultivable area under assured Irrigation, improving on-farm water use efficiency, and introducing sustainable water conservation practices. PMKSY consists of several components, including the Accelerated irrigation Benefits Programme (AIBP), Har Khet Ko Pani (HKKP), Per Drop More Crop (PDMC), and Watershed Development component (WDC). AIBP component of PMKSY focuses on major and medium irrigation projects that involve an area of more than 2000 hectares.

RATIONALE FOR THE PRESENT ASSIGNMENT

As per the guideline of Department of Water Resources, River Development and Ganga Rejuvenation, Government of India, the concurrent evaluation is to be conducted with certain specific objectives, which covers important aspects of the scheme like organizational setup, contractual mechanisms and the quality of the implementation process including bottlenecks for the **FY 2021-22, 2022-23, 2023-24, 2024-25 and 2025-26**. The study also aims to provide a framework for regular check in further stages of implementation. The purpose of the study is to engage a third-party monitoring and supervision agency for the purpose of comprehensive review on the overall assessment for the implementation of ongoing AIBP project. In this assignment both primary and secondary data will be used to bring forth the overall assessment status of the scheme.

OBJECTIVES OF THE ASSIGNMENT

The evaluation study shall broadly cover the following aspects of AIBP project:

a. Overall Planning & Execution:

- i. Credible construction plan to complete the project within stipulated period as per MoU.
- ii. The position of tenders and award of work vis-à-vis credible construction plan.
- iii. The budgetary provisions commensurate to item (i) and (ii) and situation of flow of funds for carrying out above activities.
- iv. Whether works have been carried out as per approved DPR, deviation being made, status of seeking approval.

b. Organizational Setup:

- i. Adequacy of organizational set up vis-à-vis the physical & financial planning.
- ii. Administrative machinery required as per sanctioned strength vis-à-vis filled up post with the

- project organization.
- iii. Monitoring mechanism available to resolve: Inter-departmental issues, intra departmental and inter-ministerial issues.
- c. Contractual Mechanism (Arrangement):
 - i. Whether the action for award of contract commensurate with credible construction/work plans?
 - ii. Does the progress of work during the years was as envisaged in contract document i.e., its start of work, completion time, supply of materials, quality checks, release of payment to contractors to achieve the milestones as per PERT/CPM planning?
- d. Land Acquisition and R&R issues:
 - i. Does the progress of the land acquisition commensurate with the credible construction/work plan?
 - ii. Adequacy of land Acquisition for R&R works?
 - iii. Is the R&R progress commensurate with the work plan?
 - iv. Progress of works for rehabilitation of outstees.
- e. Quality Aspects:
 - i. Does the independent quality control mechanism exist in the set up and its adequacy?
 - ii. The quality checks being carried out in general as prescribed by BIS.
- f. Bottlenecks:
 - i. Planning & Technical issues.
 - ii. Flow of fund from state Govt. to project authorities.
 - iii. Contractual arrangement (Award of works aspect)
 - iv. Inter Departmental/Ministerial issues.
 - v. Litigation, court cases & pendency claim and their impact on overall project execution.
 - vi. Land acquisition
 - vii. Adequacy of establishment, workforce, plant & Machinery & scarce material.
- g. Overall Assessment:
 - A comprehensive review on the overall assessment for the implementation of project under project authorities with suggestions/recommendations there upon to complete the project in balance period of MOU.

METHODOLOGY

The evaluation will be carried out in a participatory and consultative manner involving different stakeholders. In accordance with this, both secondary and primary data need to be collected from various stakeholders, including those involved in the programme implementation. Intensive desk research will also have to be undertaken to study and collect relevant information.

The proposed exercise should use a balanced menu of exploratory and explanatory tools as the study will involve collection of both qualitative and quantitative data and their analysis. The study methodology and data collection tools will be finalised between the Consultant and the Client, i.e. Chief Construction Engineer, Lower Indra Irrigation Project.

STUDY COVERAGE

Keeping in mind the scope of the assignment, the approach adopted will be such that it will give an analytical picture of the scheme activities happening at the project level, where the programme is being prioritized. If a project covers more than one district, all the districts need to be visited for the evaluation purpose.

DELIVERABLES AND PAYMENT TERM

The Consultant shall complete the assignment within a period of **two month** from the date of effectiveness of the contract. The table below summarizes the details of the deliverables, corresponding time frame and the payment schedule for the proposed assignment:

Sl No.	Deliverables	Corresponding Time Frame	Payment Schedule
1	Finalization of study tools, Completion of field visits and submission of Draft Study Reports (12 hard copies of Draft Study Report)	T+29 days	50%
2	Submission of Final Study Reports [12 hard copies of Final Study Report]	T+59 days	50%

T = Effective Date of Contract

Note: The Consultant is required to submit to the Client(s) hard copies along with soft copies of the reports in USB print ready pdf format. The payment will be released as per the above schedule subjects to acceptance of the deliverables by the Client

DELIVERABLES

The Consultant is expected to deliver the followings during the course of the assignment.

- Draft Study Report:
 - Detailed analysis of the study done including study methodology, study tools used, key respondents etc. and submission of the Draft Study report.
- Final Study Report:
 - Incorporating the feedback/suggestions from the client and submission of Final report.

Note:

For the deliverables, 12 copies of Draft Study Report and 12 copies of Final Study Report are required. The soft copy (in Pen Drive) of both Draft Study Report and Final Study Report of Project required for every deliverable in print ready PDF Format. Each report will cover the progress of the project for the period from FY 2021-22 to FY 2025-26.

COMPOSITION OF THE CONSULTING TEAM

The Consultant team should have 2 Irrigation Engineering Experts with at-least 8 years' experience in flow Irrigation projects respectively. Irrigation Experts will be responsible for Desk Review and Collection of necessary secondary data, Discussion with the department officials, field visit, data collection, data cleaning, documentation, drafting and preparation of reports for the projects under the study. The professional requirement and deployment plan for the proposed study is as follows:

Sl No.	Key Resources	Qualification	Experience
1.	Irrigation Engineering Expert (2 Nos.)	B. Tech. / B.E. (Civil Engineering)	At least 8 years of working experience in designing, Implementing and managing Irrigation (major/medium) projects. Understanding and knowledge of Odia will be an advantage.

REPORTING ARRANGEMENTS

The Consultant shall work under the direct supervision of the **Superintending Engineer, lower Indra Canal Division, Khariar**. The Consultant is required to coordinate with **Superintending Engineer, lower Indra Canal Division, Khariar** for execution of the assignment and complete the different tasks/outputs under the agreed TOR.

Section- IV

Technical Proposal Submission Forms

TECH-1

COVERING LETTER
(ON BIDDER'S LETTER HEAD)

[Location, Date]

To

The _____ to Government
<Name of the Department> Department, Government of Odisha
<Address>
<Address>
<PIN>

Sub: Concurrent Evaluation Study in respect of Lower Indra Irrigation Project under PMKSY- AIBP & PMKSY- CADWM scheme for the Financial Years 2021-22 to 2025-26. [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 **90 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 provided in your Request for Proposal (RFP) and hereby offer to undertake the services described therein 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, as well as any further pre-contract costs. In the event that any provision of this RFP/ToR, including our technical and financial proposals, is found to have been deviated from or not complied with, your Department shall have the right to reject our proposal, including forfeiture of the Earnest Money Deposit (EMD), as applicable. I confirm that I am duly authorized to submit this proposal and to provide clarification on any matter on behalf of the Bidder.

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)**

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

Authorized Signatory [*In full and initials*]: _____

Name and Designation with Date and Seal: _____

TECH-3

FORMAT FOR POWER OF ATTORNEY
(On Bidder's Letter Head)

I, _____, the _____ (Designation) of (Name of the Organization) in witness whereof 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 favour authority is being made under the attorney given below are here by certified.

Name of the Authorized Representative:

(Signature of the Authorized Representative with Date)

CERTIFIED:

Signature, Name & Designation of person executing attorney:

Address of the Bidder:

TECH-4

DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN TO UNDERTAKE THE ASSIGNMENT

[Technical approach, methodology and work plan are key components of the Technical Proposal. In this Section, bidder should explain his 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. It is suggested to present the required information divided into following four sections]

A. Understanding of Scope, Objectives and Completeness of response

Please explain your understanding of the scope and objectives of the assignment based on the scope of work, the technical approach, and the proposed methodology adopted for implementation of the tasks and activities to deliver the expected output(s), and the degree of detail of such output. ***Please do not repeat/ copy the ToR here.***

B. Description of Approach and Methodology:

C. Study Management Plan:

D. Staff Deployment Strategy:

The bidder should propose and justify the structure and composition of the team and should enlist the main activities under the assignment in respect of the Key Professionals responsible for it.

Team Composition and Task Assignment

Sl No.	Name of Expert	Position Assigned	No. of Input Days			Task assigned
			Field	Office	Total	
1						
2						

Authorized Signatory [In full and initials]: _____

Name and Designation with Date and Seal: _____

The bidder may be asked to submit the required information within a certain number of pages, with font specified)

TECH-5

Format of Curriculum Vitae (CV) for Proposed Key Professional

1. Proposed Position:

(CV of each of the proposed professionals needs to be included in the technical proposal as per the prescribed format)

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]

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

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.]

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 write up may be restricted to a certain number of pages with quality information relevant to the key professional requirements. This will be easy in evaluating the resumes for short listing. The CVs needs to be jointly signed by the proposed professional and the authorized representative of the Bidder.*

TECH-6

PROPOSED WORK PLAN TO CARRY OUT THE ASSIGNMENT

→ Week Sequence of Study Activities / Sub Activities ↓	1	2	3	4	5	6

Authorized Signatory [In full and initials]: _____

Name and Designation with Date and Seal: _____

FORMS & ANNEXURES

Annexure-I

(1) **BANK GUARANTEE FOR EARNEST MONEY DEPOSIT (EMD)**

[Ref: - Clause 12.0 of Section – II, Volume – I of Bid Identification No. - _____]

WHEREAS _____ (name and address of Bidder) (hereinafter called “the Bidder”) has submitted their offer dated _____ for the work of _____ (herein after called the “Bid”) against the employer's Bid Identification No. _____ KNOW ALL MEN by these presents that WE _____ of _____ (Name of Bank) having Our registered office at _____ are bound unto Superintending Engineer, Lower Indra Canal Division, Khadial (herein after called “Employer”) unconditionally & irrevocably for the sum _____ (Rupees _____) for which payment will and truly to be made to the said employer, the Bank binds itself, its successors and assigns by the presents.

Sealed with the

Common seal of the said Bank this _____ day of _____ 20 _____

THE CONDITIONS OF THIS OBLIGATION ARE:

(2) If the Bidder If the Bidder withdraws or amends, impairs or derogates from the bid in any respect within the period of validity of this bid.

(3) If the Bidder having been notified of the acceptance of his Bid by the employer during the period of its validity in accordance with Instruction to Bidders of the Bid document.

(a) If the Bidder fails to furnish the initial Security Deposit for the due performance of the contract.

(b) Fails or refuses to accept/execute the contract.

WE undertake to pay the employer up to the above amount upon receipt of its first written demand, without the employer having to substantiate its demand, provided that in its demand the employer will note that the amount claimed by it, is due to it, owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 60 days after the period of tender validity as specified in DNIT and any demand in respect thereof should reach the Bank not later than the above date.

We _____ (Name of Bank) hereby also undertake to have the signature of Branch Manager issuing Bank Guarantee verified from Local Branch of the Bank in Bhubaneswar, _____ (address of Local Branch Bhubaneswar, Odisha) for due authentication.

Our _____ Branch at Bhubaneswar (Name & Address of the _____ branch) 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 it is served upon us by the employer at our Bhubaneswar Branch, a written claim or demand and received by us at our Bhubaneswar 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 and address of the Branch

N.B – 1.The original Bank Guarantee which is issued from the concerned bank shall reach O/o the **Superintending Engineer, Lower Indra Canal Division, Khadial** within three working days from the date of technical opening of this bid.

2. Onus of extension of validity of Bank Guarantee beyond the above stipulated period till drawal of agreement solely lies with the bidder.

Accounts Details of Bank Guarantee		
Account Name	:	Superintending Engineer, Lower Indra Canal Division, Khadial, Dist-Nuapada, Odisha
Beneficiary Bank Account No.	:	11155100564
Bank Name	:	State Bank of India
IFSC Code	:	SBIN0001323
MICR Code	:	766002537
Branch Address	:	At/Po – Khariar(Main Branch) Dist – Nuapada, Odisha, PIN-766107

ANNEXURE – II
BANK GUARANTEE FOR INITIAL SECURITY DEPOSIT (ISD)
Superintending Engineer, (Name & address of Department)

WHEREAS _____ (name and address of Agency) (hereinafter called “the Agency”) has undertaken, in pursuance of Contract No. _____ dated _____ to execute the work of _____ [name of work]

AND WHEREAS it has been stipulated by you in the said Contract that the Agency shall furnish you with a Bank Guarantee by a Schedule bank for the sum specified therein as balance EMD/EMD for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Agency such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Agency, up to a total of _____ [amount of guarantee] _____ [in works], such sum being payable and we undertake to pay you, upon your first written demand 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 for the sum specified therein.

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

We further agree that no change or addition to or other modification of the terms of the Agency or of the Works to be performed there under or of any of the contract documents which may be made between you and the Agency 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 guarantee shall be valid up to..... i.e. until 3 (three) months from the date of expiry of the Defects Liability period.

Signature & seal of the Guarantor _____

Name of Bank _____

Address _____

Date _____

Section-V
Price Proposal

PRICE PROPOSAL

Forwarding Letter

From:

To:

The Superintending Engineer,
Lower Indra Canal Division, Khadial
At/PO:-Khadial Dist:- Nuapada, Odisha
PIN:766107

Sir,

Appointment for Consultant, reference number: _____

I, _____ of M/S _____ (Bidder) herewith submit the **Price Proposal** in the following Forms, against the subject RfP for consideration of our bid.

1. **SCOPE:** Concurrent Evaluation Study in respect of Lower Indra Irrigation Project under PMKSY- AIBP & PMKSY- CADWM scheme for the Financial Years 2021-22 to 2025-26.
2. RFP Identification No.....
3. Name of the Consultant Firm:.....

Price Proposal:

The **PRICE proposal (PART-II)** duly signed by the Authorized signatory and uploaded in separate cover.

I hereby accept and shall abide by the scope of works, responsibility & Deliverables and Terms and Conditions of RFP document unconditionally.

Yours faithfully,

Authorized Signatory:

Full Name:

Address:

Phone No:

E-mail Id:

Note:

1. **Consultant** shall quote the bid price in Lump sum strictly as per the format prescribed in the RFP document.
2. The quoted price shall be FIRM and inclusive of all taxes and excluding GST based on Cost to the Company concept plus reasonable profit.

APPENDIX-FB

1. Name of work : **Concurrent Evaluation Study in respect of Lower Indra Irrigation Project under PMKSY- AIBP & PMKSY- CADWM scheme for the Financial Years 2021-22 to 2025-26.**
2. RfP Identification No :
3. Name of the Consultant Firm:.....

Sl. NO	PARTICULARS	AMOUNT IN FIGURE	AMOUNT IN WORDS
1	Consultancy charges for Concurrent Evaluation Study in respect of Lower Indra Irrigation Project under PMKSY- AIBP & PMKSY- CADWM scheme for the Financial Years 2021-22 to 2025-26		

Note :

1. The Consultancy charge shall be inclusive of TA/DA and all other allowances if any.
2. The Consultancy charge shall be inclusive of all taxes **and excluding** GST as applicable.
3. No extra payment will be made other than the above quoted amount.
4. Break-up of payment shall be made as per ToR in Sec-III.

Authorised Signature of the Consultant