



## ODISHA STATE HOUSING BOARD

Sachivalaya Marg, Kharavela Nagar, Bhubaneswar - 751001

### Tender Invitation Notice

Tender Notice No. 5887/Land/05/2015

Date: 08.06.2023

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#### **SELECTION OF AGENCY TO CARRY OUT SURVEY WITH PILLAR POSTING & FOREST DIVERSION PROPOSAL FOR FOREST LAND AT KANANVIHAR PHASE-II, BHUBANESWAR USING DGPS IN NOTIFIED NON - FORESTS OF OSHB**

Odisha State Housing Board (OSHB) invites technical and financial proposals from survey agencies to carry out DGPS Survey with Pillar Posting & Forest Diversion proposal for forest land at Kanan Vihar Phase-II, Bhubaneswar using DGPS in Notified Non- Forests of OSHB, Bhubaneswar, Odisha.

The RFP can be downloaded from the OSHB website <https://oshb.org/tender-advertisements/> from 10.06.2023 to 27.06.2023.

The proposal along with required documents should reach Office of the Secretary, OSHB office, Bhubaneswar on or before 17:00 hrs on 27.06.2023 by registered post/speed post/courier only.

Along with the proposals, the interested bidders are required to pay an Application Fee of Rs.2,950/- including GST (Non-Refundable) and EMD of Rs.20,000/- (Twenty Thousand Rupees) only in the form of a Demand Draft drawn in favour of "Orissa Housing Board Fund" payable at Bhubaneswar.

Any modification/amendment/corrigendum, if any, to the RFP document, shall not be advertised in the newspapers but shall be posted on the website only.

Contact Details:

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**Secretary, OSHB**



# **ODISHA STATE HOUSING BOARD**

Sachivalaya Marg, Kharavela Nagar, Bhubaneswar - 751001

Tender No. 5887/Land/05/2015

## **REQUEST FOR PROPOSAL**

**For**

**SELECTION OF AGENCY TO CARRY OUT SURVEY WITH  
PILLAR POSTING & FOREST DIVERSION PROPOSAL  
FOR FOREST LAND AT KANANVIHAR PHASE-II,  
BHUBANESWAR USING DGPS IN NOTIFIED NON-  
FORESTS OF ODISHA STATE HOUSING BOARD**

Secretary

3<sup>rd</sup> Floor, Odisha State Housing Board,  
Sachivalaya Marg, Kharavela Nagar,  
Bhubaneswar - 751001

**Disclaimer:**

The information contained in this Request for Proposal document (the "RFP") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Odisha State Housing Board (OSHB) or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

The purpose of this RFP is to provide interested parties with information that may be useful to them in making their financial offers (BIDs) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by OSHB in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for OSHB, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Bidding Documents, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. OSHB accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

OSHB, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this BID Stage.

OSHB also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

OSHB may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that OSHB is bound to select a Bidder for the Project and it reserves the right to reject all or any of the Bidders or BIDs without assigning any reason whatsoever.

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

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## **ABBREVIATIONS**

AOI	Area of Interest
CA	Compensatory Afforestation
DFO	Divisional Forest Officer
DGPS	Differential Global Positioning System
GIS	Geographic Information System
GNSS	Global Navigation satellite System
GPS	Global Positioning System
OSHB	Odisha State Housing Board
RTK	Real Time Kinematic
SOI	Survey of India

## 1. PROJECT BACKGROUND

Odisha State Housing Board (OSHB) intended to carry out Differential Global Positioning System (DGPS) survey of notified forest land in Kanan Vihar Phase-II locality, Bhubaneswar of approximate extent Ac17.126dec and digitization of forest boundary to bring it to the GIS platform. The scope of work includes undertaking survey using DGPS in the identified forest division. The work includes preparation of Geo-Reference map of cadastral sheet, photograph of each boundary pillars and reading of each boundary pillar in geographic co-ordinates system-WGS84 datum of respective Universal Transverse Mercator Grid zone.

OSHB through this RFP invites agencies/organisations / companies having experience in survey of the forest boundary using DGPS technology, GIS mapping and forest diversion proposal.

## 2. ELIGIBILITY CRITERIA

The Bidder shall qualify in each criterion mentioned below to be Eligible to undertake the work.

### 2.1. General Eligibility Criteria

- i) The agency must have valid PAN and GST registration. The bidder shall submit the copies of PAN and GST registration certificate.
- ii) The agency must be currently empanelled with Odisha Space Application Centre (ORSAC).The bidder shall submit the documentary evidence in this regard.
- iii) The agency who has been blacklisted / deregistered /barred by OSHB / Government of Odisha, central/state government department or public sector undertaking from participating in projects in any part of India in the last 3 years as on the Bid Due Date, would not be eligible to submit the Bid. The applicant should submit the undertaking to this effect in the format as given in Annexure 8.
- iv) Joint ventures / consortium of firms is not allowed to apply.

The bidding agency shall provide the information in the format given in Annexure – 2.

### 2.2. Technical Eligibility Criteria

- i) The agency must be in DGPS Survey and GIS business for a minimum period of 3 (Three) years as on the due date of submission of this proposal. Conclusive documentary evidence in the form of past work orders with completion certificate in the name of the organisation must be furnished in support of their claim.
- ii) The agency must possess one DGPS RTK set.

The invoice of the DGPS RTK set with bidding agency name shall be furnished as a proof. In case, the bidding agency procured the set through lease, the lease agreement may also be submitted as evidence.

- iii) The agency must have completed at least One **Similar Project** for an area of minimum 15 Acres in the last 3 years as on the due date of submission of this proposal.

**‘Similar Project’** includes the project involving DGPS Survey, CA Land survey and preparation of Diversion Proposal.

- iv) The agency shall have the following minimum technical staff:
- 3 (Three) number of technical manpower with minimum 3 years of experience in undertaking DGPS survey.
  - 2 (Two) number of GIS experts with minimum 2 years of experience.
  - 1(One)Retired DFO

The bidding agency shall provide the information in the formats given in Annexure – 2 and Annexure - 4.

### 2.3. Financial Eligibility Criteria

- The bidding agency must have an annual average turnover of Rs. 20 Lakh (Rupees Twenty Lakh) from DGPS survey and GIS business excluding the supply of hardware and OEM (Original Equipment manufacturer) software in last three financial years (2020-21, 2021-22, 2022-23).The bidding agency shall provide the information in the format given in Annexure – 5.
- Balance sheet, profit and loss account and Auditor certified Annual turnover statement for the last 3 years must be enclosed as supporting document.

## 3. SCOPE OF WORK

The scope of work to be undertaken by the selected agency for forest land in Kanan Vihar Phase-II of approximate extent Ac.17.126 dec is detailed below. However, the selected agency for successful completion of the project shall also undertake any other activities not mentioned in the scope of work. The selected agency shall complete the entire scope of work mentioned below in a duration of 6 (Six) Calendar months from the date of issue of Work Order.

### 3.1 Survey validation for Forest Land area

The DGPS Survey for the forest land area was conducted by ORSAC in 2022. The selected agency shall verify the survey documents available with OSHB and validate the same in accordance with the items listed below in the table. If necessary, the agency shall obtain the additional data if any from ORSAC and complete the survey work for the said land.

S.no	Item Description	Quantity	Units
1	Establishment of ground control point for DGPS Survey of Project land site from nearest PCP of ORSAC(Triangulation Method )	1	Points
2	Geo-referencing of village sheets , Digitization & Forest area calculation & pre field work	1	Nos.
3	Study of Secondary Control points by DGPS RTK mode for Geo-referencing of 1 village sheets(each sheet 6 points)	6	Nos.
4	Study of Geo-Coordinates of forest land boundary coordinates & centreline points	12	Nos.(approx)



S.no	Item Description	Quantity	Units
5	Post processing and map preparation & other lab work, Liasoning with Forest, Revenue & ORSAC officials	1	LS
6	Pillar posting on forest areas (100x100x1200mm)	12	Nos.
7	Printing of the maps of all village sheets and index map of both hard and soft copies (7 set),each including shape file	7	Sheets

### 3.2 Survey for Compensatory Afforestation (CA) Land

S.no	Item Description	Quantity	Units
1	Identification of CA land and approval from concerned authorities	1	1
2	DGPS survey of identified land with vetting from ORSAC.		
3	Getting Suitability Certificate from Ranger		
4	Getting Non-encroachment certificate from Tahasildar.		
5	Joint verification from concerned officials		
6	Pillar posting on forest areas (100x100x1200mm)		

### 3.3 For Diversion Proposal

S.no	Item of Work
1	Preparation of 7 Copy Forest Diversion Proposal
2	a) Uploading online the proposal to PCCF, Nodal
	b) Acceptance by PCCF, Nodal by putting State Serial No.
	c) Submission of the proposal in 6 copies to DFO, I for compilation of Part II.
3	Tree enumeration, Unit Calculation, Cost benefit Analysis, Preparation of C A Scheme, Site inspection by DFO and recommendation to RCCF.
4	Site inspection by RCCF, compilation of Part III and recommendation to PCCF, Nodal
	Scrutiny of the proposal by PCCF, approval to C A Scheme and recommendation of PCCF. Then sent the proposal to State Govt. in F & E Dept.
	Scrutiny at Govt. level, obtaining recommendation of Pr. Secretary, F & E and onward submission to MoEF, Bhubaneswar (Regional Office).
	Issue of Stage I approval by MoEF with conditions to be complied by User Agency.

S.no	Item of Work
5	Submission of compliance report to DFO, RCCF, PCCF, State Govt in F & E Dept., MoEF for issue of Stage II approval.
	Mutation of Non- Forest land identified Compensatory Afforestation. Submission of proposal for declaration of Protected Forests, compliance to conditions and depositing NPV, CA cost etc.

#### 4. APPLICATION FEE AND EARNEST MONEY DEPOSIT

- i) **Application Fee:** The bidding agency must submit a Non-Refundable Application Fee of **Rs.2950 (Rs.2500+ GST @18%) (Rupees Two Thousand Nine Hundred and Fifty Rupees)** only through Demand Draft drawn from a Nationalised bank along with the Technical Bid in favour of “Orissa Housing Board Fund” payable at Bhubaneswar. Bids which are not accompanied by the Application Fee shall be rejected by OSHB as “non-Responsive”.
- ii) **Earnest Money Deposit:** The bidding agency shall submit the Earnest Money Deposit (EMD) for **Rs. 20,000 (Twenty Thousand) only**. The EMD shall be in the form of Demand Draft drawn from a Nationalised bank and shall be submitted along with the Technical Bid. The Demand draft should be drawn in the name of “ORISSA HOSUING BOARD FUND” payable at Bhubaneswar.

Proposals / Bids which are not accompanied by the Earnest Money Deposit shall be rejected by OSHB as “non-Responsive”.

- a) The EMD amount shall be refunded to the non-Eligible bidders without interest within 30 days of selection of ‘Preferred Bidder’.
- b) The EMD amount of unsuccessful bidders shall be refunded without interest within 30 days of selection of ‘Selected Bidder’.
- c) The EMD amount of the Selected Bidder will not be refunded and shall be converted as part of the Performance Security which will be refunded after successful completion of the work.
- d) OSHB shall forfeit the EMD under the following circumstances:
  - (i) The successful bidder fails to furnish his acceptance of the work order within Seven days of issue of work order.
  - (ii) If the Bidder revokes his Bid at any time during the stipulated period of bid validity (or during the extended period of the bid validity).
  - (iii) If the Bidder, for the period of Bid validity does not comply with any of the terms and / or conditions contained in this Tender document and / or subsequent communication from OSHB in this regard and / or what is contemplated; and/ or fails or refuses to execute the Letter of Intent (in the event of the award of the work).

## 5. PERFORMANCE SECURITY

- i) The selected agency within 7 days of issuing Work Order shall deposit a Performance Security amount equal to 5% (five per cent) of total quoted bid amount in the form of a Demand Draft to OSHB.
- ii) The selected agency shall deposit the balance amount towards the Performance Security excluding the EMD amount already deposited.
- iii) This Performance Security amount excluding the EMD amount shall be paid by the selected bidder to OSHB in the shape of a Demand draft issued by a nationalised bank in favour of "Orissa Housing Board Fund" payable at Bhubaneswar and submitted at the Office of the Secretary, Odisha State Housing Board, Bhubaneswar.
- iv) The Performance Security amount will be refunded to the selected bidder by OSHB after successful completion of work.
- v) OSHB shall forfeit the Performance Security in case of any fraudulent practices, termination of work by the successful bidder without completion of the work.

## 6. SCHEDULE OF BIDDING PROCESS

- (i) Below mentioned are the timelines for various activities in the bid process. The intended bidders shall adhere to the timelines.

S.no	Event Description	Date
1.	RFP Document availability in OSHB Website <a href="https://oshb.org/">https://oshb.org/</a>	From 10/06/2023 To 27/06/2023
2.	Last date of receiving Queries from Applicants through email: <a href="mailto:aaoland@gmail.com">aaoland@gmail.com</a> with a copy (CC) to <a href="mailto:oshbpmuengg@gmail.com">oshbpmuengg@gmail.com</a>	15/06/2023
3.	Reply to queries received through email. OR Issue of Corrigendum by OSHB in <a href="https://oshb.org/">https://oshb.org/</a> only if applicable	On or before 19/06/2023
4.	Last date for receiving the Proposal by OSHB through Post / Speed post / Courier	27/06/2023 till 17:00 Hrs.
5.	Opening of Technical Proposal	28/06/2023 at 12:30 Hrs in 3 <sup>rd</sup> floor Conference Hall, OSHB, Bhubaneswar
6.	Date of intimating to Eligible Bidders through Email	To be Communicated later
7.	Date of Opening of Financial Bid	To be Communicated later

**Note:** In case the dates as mentioned above are declared as a holiday, then the same will be received and opened on the following working day at the same time.

In order to enable OSHB to meet the target dates, the Bidders are expected to respond expeditiously for clarifications, if any. OSHB shall adhere to the above schedule to the extent possible. OSHB however, reserves the right to modify the same. Intimation to this effect shall be given to all the Bidders in writing.

## **7. AUTHORITY OF PERSON SIGNING THE DOCUMENTS**

A person signing the bid document or any document forming part of the Proposal / Bid shall be deemed to warrant that he has authority to sign such document and if on enquiry it appears that the person signing the document had no authority to do so, Odisha State Housing Board may without prejudice to other civil and criminal remedies, cancel the bid and hold the signatory liable for all cost and damages.

The bidders shall submit a Power of Attorney in the Performa as prescribe in Annexure -6.

## **8. BID SUBMISSION PROCEDURE**

- i) Bidders shall submit their bid proposal strictly on the specifications, terms and conditions contained in the RFP document and subsequent revisions/ amendments, if any. The bid proposals shall be submitted along with covering letter as given at Annexure -1.
- ii) All documents relating to the bid shall be in English. All pages in the bid proposal shall be numbered duly signed by the authorized signatory of the agency / firm / organisation/company in each page along with seal affixed on each page. Any part of the bid, which is not specifically signed by the authorized signatory and not affixed with Agency/firm/organisation/company seal, shall not be considered for the purpose of evaluation. The bidder shall also enclose the information about the bidding firm as per Annexure - 2.
- iii) The bids shall not contain erasing the content or overwriting except as necessary to correct errors made by bidder. The person signing the proposal shall initial each such correction.
- iv) The Bidders shall submit the Bid by registered post / speed post / courier (no drop box facility is available for submission of sealed cover Bid and hand delivery of Bid is not allowed). The bid should reach the under mentioned address by the time and date stipulated in the RFP. Bids received after the due date and time shall not be accepted.  
  
To  
  
The Secretary,  
Odisha State Housing Board (OSHB),  
A/32, Unit -III, Sachivalaya Marg,  
Bhubaneswar - 751001, Odisha, India.
- v) Technical Bid should not contain price of any item or activity. Such cases, even if found anywhere, shall not be given any consideration.
- vi) In case of any contradiction between figures and words for quoted amount in the Financial Bid, the amount quoted in words shall be considered final.

- vii) The Financial bid (Annexure 7 and Annexure 7A) shall not contain any technical matter or other matter except price. The financial bids of only technically qualified agency/firms/organisation/companies will only be opened on the scheduled date and time as per the schedule of events.
- viii) The bidders shall keep the technical and financial proposal separately in two different sealed envelopes. The Technical Proposal envelope shall contain Two (2) Copies of Technical Proposal (One Original and Other Copy). Both the copies (Original and Copy) of Technical Proposals shall be put into a single envelope which should be sealed and super-scribed "Technical Proposal - Selection of agency to carry out survey with pillar posting & forest diversion proposal for forest land at Kanan Vihar Phase-II, Bhubaneswar using DGPS in Notified Non - Forests of OSHB". Similarly, the financial proposal shall be submitted in the prescribed format and shall be put into a separate envelope which should be sealed and super-scribed "Financial Proposal - Selection of agency to carry out survey with pillar posting & forest diversion proposal for forest land at Kanan Vihar Phase-II, Bhubaneswar using DGPS in Notified Non - Forests of OSHB". Both the Technical and Financial envelopes shall be put into another envelope / cover which should be sealed and super-scribed "Proposal - Selection of agency to carry out survey with pillar posting & forest diversion proposal for forest land at Kanan Vihar Phase-II, Bhubaneswar using DGPS in Notified Non - Forests of OSHB".

## **9. BID EVALUATION PROCEDURE**

- i) The Technical Bid / Proposals which does not contain the Application Fee, EMD shall not be considered for Evaluation.
- ii) A Committee comprising OSHB officials shall evaluate the Technical Proposals submitted by the Bidder. The bidders meeting the Eligibility Criteria as stipulated in Section 2 of this RFP shall be considered as 'Eligible Bidders'. All the other Bidders shall be treated as 'Non-Eligible Bidders'.
- iii) The Financial Proposals submitted by only the 'Eligible Bidders' shall be considered for Financial Evaluation.
- iv) The Bid with 'Lowest Financial Quote' among the Eligible Bidders shall be declared as 'Preferred Bidder'.

## **10. VALIDITY OF BIDS**

- i) The bids shall be valid initially for a period of 180 days from the due date of submission of the bid.
- ii) Secretary, Odisha State Housing Board has the Authority to extend the period of the Contract, for the assigned job to the agency/Firm, at the same tender rate and terms & conditions for another 180 days.

## **11. OTHER TERMS & CONDITIONS**

- i) Incomplete bids (not submitted as per requirement specified in this RFP) shall be rejected.

- ii) Bidders shall submit their bids strictly as per terms and conditions of the tender documents without any deviation.
- iii) If at any point of time any of the documents/information submitted by the bidders is found to be incorrect, false or untruthful, the bid and/or the resultant order may be summarily rejected/cancelled at the at the risk of the bidder.
- iv) Failure to furnish all information and documentary evidence as stipulated in the bid document or submission of a bid that is not substantially responsive to the bid document in all respect shall be summarily rejected.
- v) Secretary, Odisha State Housing Board reserves the right to reject part or whole of the bid/order without assigning any reason thereof, postpone the date of receipt and opening of the bids or cancel the bid without bearing any liability, whatsoever, consequent upon such decision.

## **12. GENERAL TERMS & CONDITIONS**

### **12.1 Introduction**

The instruction/information contained in this RFP document is for guidance and compliance of the intending bidder. Bidders are advised to obtain clarification by writing an e-mail before the scheduled date as stipulated in Section 6, failing which it will be deemed that the stipulation made in the RFP documents have been read, understood and are acceptable to the Bidder/Agency.

Bidder shall bear all costs associated with the preparation and submission of the bid and subsequent bidding process till the selection of suitable bidder. Odisha State Housing Board in no case shall be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

### **12.2 Financial Bid Submission**

The bidder shall submit the financial bid as per the Annexure 7 and Annexure 7A of the RFP document. **The quoted price shall be inclusive of all fees, other statutory fees and taxes payable by the Selected Bidder for successfully carrying out the work and excluding GST.**

### **12.3 Compliance with regulations**

The bidder shall comply with all applicable laws or ordinance, codes, approved standards, rules and regulation and shall procure all necessary and/or other statutory bodies and Government permits, registration & licences etc. at his own cost. The agency/organisation/firm/company shall not make Odisha State Housing Board responsible for any infractions thereof.

### **12.4 Execution of Agreement**

- OSHB will issue a Letter of Intent (LoI) to the Preferred Bidder.
- The preferred Bidder shall accept the Letter of Intent and enter into an agreement (on 100 Rupees Stamp Paper) with OSHB within 7 working days of issue of the Letter of Intent by OSHB.
- The Preferred Bidder shall be identified as 'Selected Bidder' by OSHB after execution of Agreement.

- The work order will be issued by OSHB to the Selected Bidder within 7 working days of executing the agreement and the selected agency shall start the work from next calendar day of issue of work order.

## 12.5 Tax and GST

TDS on Income Tax and on GST, as applicable will be deducted.

## 13. PROJECT MILESTONES AND PAYMENT

- i) OSHB shall make the Payment to the selected agency in four instalments which are linked to Milestones as listed below in the table. The agency shall have to raise invoice addressing to Secretary, OSHB after the completion of respective project milestone.

S.no	Description of the Work / Milestones	Percentage of Payment out of total Quoted Amount
1	Completion of DGPS Survey	30%
2	Deposition at DFO Office	20%
3	Deposition at PCF Office	20%
4	Entire Completion of work	30%

- ii) Advance payment / mobilisation advance shall not be given by OSHB to the selected agency.
- iii) GST as applicable on the above payment will be paid by OSHB.
- iv) All the applicable Government fees for undertaking the entire work shall be paid by Selected Agency Only.

## 14. VERIFICATION OF SURVEYED DATA

- i) Verification of DGPS survey will be done by the concerned DFO at the time of survey.
- ii) Verification of survey data will be done by Land Section, OSHB after report Submission.

## 15. RESPONSIBILITY OF THE SELECTED AGENCY

- i) The selected agency shall deploy required staff and provide logistics, equipment's to undertake the survey, mapping.
- ii) Each survey team shall comprise a DGPS/TS operator and supervisor.
- iii) Agency shall take observation of all pillars which will be identified by concerned forest official.
- iv) Agency shall suggest the concerned DFO regarding the increase in boundary pillars in forest area wherever it is required, whereas DFO will take final decision for the increase in number of pillars for survey work.

## **16. ARBITRATION**

“Any Dispute, controversy, difference or claim whatsoever arising out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof which cannot be mutually resolved, shall be referred to the Sole-Arbitrator to be nominated by the Chairman, Odisha State Housing Board, Bhubaneswar and shall be finally resolved in terms of the Arbitration and Conciliation Act, 1996 which shall be final and binding on both the parties to the Contract Agreement”.

The Chairman, Odisha State Housing Board, Bhubaneswar shall provide names of three persons out of whom one shall be nominated as the Sole-Arbitrator by consent of both the parties to this agreement. Unless both the parties unanimously agree to nominate any one amongst the three persons so provided, within 30 days from the date of providing the names by the Chairman, Odisha State Housing Board, Bhubaneswar, he shall have the authority to nominate any persons out of the three to act as the Sole Arbitrator.

## **17. JURISDICTION OF THE COURT**

The principle Civil Court, Bhubaneswar shall only have the exclusive jurisdiction to decide any dispute which does not form the part of this contract agreement and is not arbitrable within the purview of the Arbitration Clause referred above.

## **18. EXCEPTED MATTERS**

The matters falling under the ‘excepted matters’ as has been defined in this Contract Agreement cannot be referred to Arbitration (to be defined in the special conditions of the Contracts Agreement upon the situations as would be decided by the Secretary, OSHB).

The claims which are not capable of being raised or adjudged by employing the language “shall not be payable”, “no claim whatsoever will be entertained by the Authority”, or “no claim will/shall be entertained”.

## **19. CODE OF INTEGRITY**

The bidders have to submit in terms of affidavit in Rs.10 Non-Judicial Stamp Paper with Notary.

No official of a procuring entity or a bidder shall act in contravention of the codes which includes:

1. Prohibition of
  - a) Making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
  - b) Any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained, or an obligation avoided.
  - c) Any collusion, bid rigging or anticompetitive behaviour that may impair the transparency, fairness and the progress of the procurement process.
  - d) Improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.



- e) Any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract, which can affect the decision of the procuring entity directly or indirectly.
  - f) Any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
  - g) Obstruction of any investigation or auditing of a procurement process.
  - h) Making false declaration or providing false information for participation in a tender process or to secure a contract.
2. Disclosure of conflict of interest.
  3. Disclosure by the bidder of any previous transgressions made in respect of the provisions of sub-clause (a) with any entity in any country during the last three years or of being debarred by any other procuring entity.

In case of any reported violations, the procuring entity, after giving a reasonable opportunity of being heard, concludes that a bidder or prospective bidder, as the case may be, has contravened the code of integrity, may take appropriate measures.

## 20. TERMINATION

If the performance of selected agency is not satisfactory or the selected agency has failed to execute the work, safeguard the interest of OSHB, OSHB may at its sole discretion, terminate the engagement of the selected agency. OSHB in doing so, shall intimate the selected agency in written termination letter. The decision of OSHB in this matter shall be final and binding.

## 21. CHECKLIST AND SEQUENCE OF DOCUMENTS TO BE SUBMITTED IN TECHNICAL PROPOSAL

The Bidder shall include the below Checklist in the technical proposal indicating the page number of the required forms, supporting documents mentioned below.

S.no	Reference in the proposal	Page No. in the Proposal
1.	Annexure 1: Covering Letter	
2.	Annexure 6: Copy of Power of attorney in favour of Authorized Signatory signing the Proposal	
3.	Application Processing Fee of Rs. 2,950 in the form of Demand Draft in favour of "Orissa Housing Board Fund" payable at Bhubaneswar	
4.	EMD of Rs. 20,000 in the form of Demand Draft in favour of "Orissa Housing Board Fund" payable at Bhubaneswar	
5.	Annexure 2: Bidder Profile (Also Enclose Copies of all the required supporting documents)	

<b>S.no</b>	<b>Reference in the proposal</b>	<b>Page No. in the Proposal</b>
6.	Annexure 3: Similar Projects Completed by the Bidding agency during the last 3 years as on the last day of this proposal submission for a minimum area of 15 Acres	
7.	Annexure 4: Details off Technical Staff.	
8.	Annexure 5: Summary of Financial Capability in Format certified by Chartered Accountant.  Also Provide Audited annual statements (Balance Sheet and Profit & Loss account) for the last three years to be submitted by the applicants.	
9.	Annexure 8: Undertaking by Applicant regarding any litigation related to works; blacklisted/ deregistration; data security, others	

**ANNEXURE 1: COVERING LETTER**

*(The covering letter is to be submitted by the Bidder on appropriate company letterhead)*

Date:

Place:

To

Secretary,

Odisha State Housing Board (OSHB),

A/32, Unit -III, Sachivalaya Marg,

Bhubaneswar- 751001, Odisha, India.

Dear Madam / Sir,

Sub: Selection of agency to carry out survey with pillar posting & forest diversion proposal for forest land at Kanan Vihar Phase-II, Bhubaneswar using DGPS In Notified Non - Forests of OSHB

Please find enclosed one (1) original + two (2) copies of our Technical Bid and a Financial Bid in respect of the Selection of agency to carry out survey with pillar posting & forest diversion proposal for forest land at Kanan Vihar Phase-II, Bhubaneswar using DGPS In Notified Non - Forests of OSHB, in response to the *Request for Proposal* ("RFP") Document issued by the OSHB dated \_\_\_\_\_.

We hereby confirm the following:

1. The Bid is being submitted by \_\_\_\_\_ (*name of the Bidding Company*) in accordance with the conditions stipulated in the RFP.
2. We have examined in detail and have understood the terms and conditions stipulated in the RFP issued by OSHB and in any subsequent communication sent by OSHB. We agree and undertake to abide by all these terms and conditions. Our Bid is consistent with all the requirements of submission as stated in the RFP or in any of the subsequent communications from OSHB.
3. The information submitted in our Bid is complete, is strictly as per the requirements as stipulated in the RFP and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Bid.
4. We as the Bidding Company, designate Mr./Ms. \_\_\_\_\_ (*mention name, designation, contact address, phone no., E-mail id, etc.*), as our Authorised Representative and Signatory who is authorised to perform all tasks including, but not limited to providing information, responding to enquiries, entering into contractual commitments etc. on behalf of us in respect of the Project.
5. A Power of Attorney from the Bidding Company/Lead Consortium Member authorising the undersigned as the Authorised Representative, Signatory and Contact Person who is

authorised to perform all tasks including, but not limited to providing information, responding to enquiries, entering into contractual commitments on behalf of the Bidder, etc., in respect of the Project is included as a part of the Proposal.

6. Our Bid is a firm and irrevocable offer and shall remain valid until 180 days from the due date of submission of the proposal. We agree to reasonably consider any request from OSHB to extend further the validity period beyond this date.

For and on behalf of :

Signature:

(Authorised Representative and Signatory)

Name of the Person :

Designation :

**ANNEXURE 2: FORMAT FOR BIDDER PROFILE**

<b>Sr. No.</b>	<b>Description</b>	<b>Particulars</b>
1.	Name of the firm	
2.	Status (Legal entity)	
3.	Address with pin code	
4.	Contact person (Management)	
5.	Contact number	
6.	Fax No.	
7.	Mobile No.	
8.	Email Id.	
9.	Year of incorporation (Certificate of Registration to be furnished)	
10.	Details of PAN (Copy of PAN Card to be furnished)	
11.	Details of GST Registration No. (Copy of GST Registration number to be furnished)	
12.	Contact person (Name & Address)	
13.	Contact person Mobile / telephone no.	
14.	Contact person email ID	
15.	Total years of Experience in providing DGPS Survey, GIS mapping and related services <b>(Attach documentary evidence in the form of past work orders with completion certificate in the name of the organization)</b>	
16.	Year till which agency is Empanelment with Odisha Space Application Centre (ORSAC) <b>(Attach a copy of Evidence showing the agency is empanelled with ORSAC)</b>	
17.	Number of DGPS RTK sets with the agency	
18.	Provide the details, of DGPS RTK Set - Owned / Leased <b>Attach Copy of Invoice if the set is Owned or the lease agreement may also submit the evidence in case of lease</b>	
19.	Any other relevant information	

Note- copies of all documents indicated above should be enclosed.



.....

Signature of the Authorized Person

Name of the Authorized Person:

Designation:

Name of the Firm:

Date .....

**ANNEXURE 3: FORMAT FOR PROVIDING INFORMATION ON SIMILAR PROJECTS COMPLETED BY THE AGENCY**

The Projects shall be completed by the agency within last Three (3) years from the last date of submission of the Proposal as mentioned in this RFP.

**Similar Project** includes the project involving DGPS Survey, CA Land survey and preparation of Diversion Proposal.

**(USE ONE TABLE FOR EACH PROJECT)**

Name of the Work / Project	
Address where Project is executed	
Name and Address of Project Client	
Total Area of the Project (in Acres)	
Duration of the Project (mention Starting date and Completion date of the project)	
Area surveyed using DGPs technology (in Acres)	
Number of Boundary Pillars surveyed Pillars Surveyed (in Numbers)	
Mention whether on forest/non-forest area	
Year of survey	
Description of work undertaken in the project	
Any other Information	

**Note:** 1) The work/ project mentioned should be supported with Work Orders, Completion Certificate issued by the Project client.

.....

Signature of the Authorized Person

Name of the Authorized Person:

Designation:

Name of the Firm:

Date .....

**ANNEXURE 4: DETAILS OF TECHNICAL STAFF OF THE APPLICANT**

Please provide the details of staff of the Applicant mentioning their name, qualifications, work experience and association with the agency.

<b>S.no</b>	<b>Name and Designation</b>	<b>Educational Qualification and relevant Certifications</b>	<b>Years of Experience</b>	<b>Key Projects handled and work undertaken</b>	<b>Date of joining in the agency/ Organisation</b>

.....

Signature of the Authorized Person

Name of the Authorized Person:

Designation:

Name of the Firm:

Date .....



**ANNEXURE 5: SUMMARY OF FINANCIAL STRENGTH****Name of the Bidding Firm**

<b>S.no</b>	<b>Financial Year</b>	<b>Annual Turnover (in INR) from DGPS survey and GIS business</b>	<b>Average Annual Turnover for Last 3 (three) FY (in INR) from DGPS survey and GIS business</b>
1	2020-21		
2	2021-22		
3	2022-23		

Signature of the Chartered Accountant

CA Registration Number:

Seal/ Stamp

Date .....

**Note:** Audited annual statements (Balance Sheet and Profit & Loss account) for the three years to be submitted by the applicants.

**ANNEXURE 6: FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF APPLICATION****Power of Attorney**

Know all men by these presents, We.....(name and address of the registered office) do hereby constitute, appoint and authorise Mr / Ms.....(name and residential address) who is presently employed with us and holding the position of ..... as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for the project envisaging Selection of agency to carry out survey with pillar posting & forest diversion proposal for forest land at Kanan Vihar Phase-II, Bhubaneswar using DGPS In Notified Non - Forests of Odisha State Housing Board. ("The Project"), including signing and submission of all documents and providing information / responses to OSHB, representing us in all matters before OSHB, and generally dealing with OSHB in all matters in connection with our bid for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us. Accordingly for all consequential acts done / performed, understanding arrived at, decisions taken and /or disputes finalised including financial aspect, we shall be held responsible for, and all act(s) done by him irrespective of its consequences.

For \_\_\_\_\_

Accepted

(signature)

(Name, Title, and Address of the Attorney)

**ANNEXURE 7: FORMAT FOR SUBMISSION OF FINANCIAL BID**

*(The financial bid is to be submitted by the Bidder on appropriate company letterhead)*

**FINANCIAL BID**

Date:

Place:

To

Secretary,

Odisha State Housing Board (OSHB),

A/32, Unit -III, Sachivalaya Marg,

Bhubaneswar-751001, Odisha, India.

Dear Madam / Sir,

Sub: Financial Bid - Selection of agency to carry out survey with pillar posting & forest diversion proposal for forest land at Kanan Vihar Phase-II, Bhubaneswar using DGPS In Notified Non - Forests of OSHB

Dear Madam / Sir,

We, the undersigned, are pleased to provide our offer for OSHB land parcel to carry out survey with pillar posting & forest diversion proposal for forest land at Kanan Vihar Phase-II, Bhubaneswar using DGPS in Notified Non - Forests of OSHB in accordance with your Request for Proposal dated \_\_\_\_\_ and our Technical Proposal.

Our Financial Bid is Rs. \_\_\_\_\_ (in words \_\_\_\_\_) exclusive of Goods & Services Tax (GST).

We have gone through the General Terms and Conditions / Instructions of the Request for Proposal and quoted the above Financial Bid for undertaking the work as mentioned in Section 2: Scope of Work of RFP document.

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

For and on behalf of :

Signature:

(Authorised Representative and Signatory along with Company seal)

Name of the Person :

Designation :

**ANNEXURE 7A: SUMMARY OF COSTS**

<b>S.no</b>	<b>Item</b>	<b>Amount (INR)</b>
1.	Survey validation for Forest Land	
2.	Survey for CA Land	
3.	Forest Diversion Proposal	
4.	Other expenses	
	<b>Total Cost (1+2+3+4) in INR</b>	
	<b>In words</b>	

For and on behalf of :

Signature:

(Authorised Representative and Signatory along with Company seal)

Name of the Person :

Designation :

**ANNEXURE 8: UNDERTAKING BY APPLICANT**

1. It is to certify that our firm / agency \_\_\_\_\_ is not blacklisted/ deregistered /barred by any organization in India during the last 3 years as on the last day of this proposal submission.
2. We are not involved in any litigation that may have an impact or affecting or compromising the delivery of services as required under this assignment.
3. That none of the Director(s)/ Partner(s)/ proprietor of the agency has not been convicted or charge sheeted by any/any such other organisation in any court of law.
4. I / we will not use the survey data for any other purpose. We will not handover any survey data to any other person or firm or company other than as directed by Secretary, Odisha State Housing Board. We will maintain the secrecy and sanctity of the data collected, processed and reported at any stage of the work.
5. It is certified that our firm / agency \_\_\_\_\_ is having in-house capability to carry out survey with pillar posting & forest diversion proposal for forest land at Kanan Vihar Phase-II, Bhubaneswar using DGPS In Notified Non – Forests of OSHB.
6. It is further certified that all information/data furnished by us in the technical proposal are true to the best of our knowledge and belief and we understand and acknowledge that if any of these information/dates is found to be incorrect, it will lead to cancellation of our proposal.
7. I/We agree that our proposal shall remain valid for 180 days after the Due Date of submission of application. We agree to reasonably consider any request from OSHB to extend further the validity period beyond this date.

Note: If any information in this schedule is found to be incorrect or concealed, the proposal will summarily be rejected.

.....  
 Signature of the Authorized Person  
 Name of the Authorized Person:  
 Designation:  
 Name of the Firm:  
 Date .....