

**RFP No. 04/KALIMATI-EC/FDC/DM Date: 05.04.2022**

**Request for Proposal (RFP)  
For**

**“Undertaking complete assignment on turnkey basis to prepare Environmental Clearance proposal including Environmental Impact Assessment Study and all related activities thereof leading to Environmental Clearances from Ministry of Environment, Forest & Climate Change (MoEF & CC),Govt. of India and other Statutory Clearances from State Pollution Control Board, Odisha in respect of Kalimati Manganese Block, comprised in two villages ( Balda & Badakalimati) under Barbil Tehsil of Keonjhar District, Odisha”**

**Directorate of Mines  
Government of Odisha**

**NOTICE OF REQUEST FOR PROPOSAL TO PREPARE ENVIRONMENTAL CLEARANCE PROPOSAL INCLUDING ENVIRONMENTAL IMPACT ASSESSMENT STUDY AND ALL RELATED ACTIVITIES THEREOF LEADING TO ENVIRONMENTAL CLEARANCES FROM MOEF&CC, GOI AND OTHER STATUTORY CLEARANCES FROM STATE POLLUTION CONTROL BOARD, ODISHA IN RESPECT OF KALIMATI MANGANESE BLOCK, KEONJHAR, ODISHA.**

Directorate of Mines, Govt. of Odisha invites sealed Proposals from specialized Consultants/ Agencies for **“Undertaking complete assignment on turnkey basis to prepare Environmental Clearance proposal including Environmental Impact Assessment Study and all related activities thereof leading to Environmental Clearances from Ministry of Environment , Forest & Climate Change (MoEF & CC), Govt. of India and other statutory clearances from State Pollution Control Board, Odisha in respect of Kalimati Manganese Block, comprised in two villages ( Balda & Badakalimati ) under Barbil Tehsil of Keonjhar District, Odisha”** through registered post/ courier service or in person.

The specialized Consultants/Agencies having NABET/MoEF& CC accreditation who have completed similar type of works in past 5 years , having experiences in successfully conducting Environment Impact Assessment Studies / preparation of EIA and EMP reports/ supporting technical reports etc. for obtaining EC / amendment orders thereof of existing Environmental Clearances / fresh clearances from MOEF&CC ,GOI and other Statutory Clearances and amendments from OSPCCB etc. need only to apply for the above services. The consultant/ agencies whose EMD has been forfeited for failure to complete the assignment in time or some other reasons, shall not apply.

The tender will have 2(Two) parts- Technical Bid & Financial Bid.

The tender document including addendum/corrigendum, if any, comprising of eligibility criteria, Instruction to Bidders, Scope of the Work etc. will be available at websites- [www.orissaminerals.gov.in](http://www.orissaminerals.gov.in).

Bidders may download the tender document from the website and the cost of tender document may be submitted along with the technical bid documents.

Interested firms who may like to visit the site may request the Director of Mines, Head of Department Building, Unit - V, Bhubaneswar – 751001.

2-part Bid for the above-mentioned work should be submitted to the Director of Mines, Odisha **on or before 16:00 Hours of Dt. 20.05.2022** The Technical Bid should consist of Conceptual Proposal, Credentials of the firm, Turnover, PAN, GST Registration Number and all other documents as mentioned in the bid document, Cost of Bid Document amounting to Rs. 3600/- (Rupees Three Thousand Six Hundred) only including GST @ 18%, Non- Refundable and EMD/ Bid Security amounting to Rs.1,00,000/- (Rupees One Lakh) only in shape of Demand Drafts issued by any Nationalized Bank in favour of “The Director of Mines, Odisha” and payable at

Bhubaneswar to be sent by registered post/courier services or in person only.

The Financial bid is to be kept in a separate sealed envelope. Both bids are to be sealed in a single outer envelope and addressed to “**The Director of Mines, Odisha,**” clearly written on top as Bid Document for “**Undertaking complete assignment on turnkey basis to prepare Environmental Clearance proposal including Environmental Impact Assessment Study and all related activities thereof leading to Environmental Clearances from Ministry of Environment , Forest & Climate Change (MoEF & CC), Govt. of India and other statutory clearances from State Pollution Control Board, Odisha in respect of Kalimati Manganese Block, comprised in two villages ( Balda & Badakalimati )under Barbil Tehsil of Keonjhar District, Odisha” RFP No. ----- dated ----** of the Directorate of Mines, Govt. of Odisha with name and address of the firm on the same envelope.

The **Technical Bid will be opened on Dt. 21.05.2022 at 11:30 Hours** at Directorate of Mines, Head of Department Building, Unit - V, Bhubaneswar – 751001 in presence of the bidder or their authorized representative who choose to be present. After evaluation of the Technical Bids, the date of opening of the Financial Bid will be intimated to the agencies through Registered post/e-mail in due course.

The Director of Mines, Odisha has the right to accept or reject any or all the RFP without assigning any reasons thereof.

Sd/-

(Director of Mines, Odisha)

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# **SECTION –A**

## **NOTICE INVITING RFP**

### **1. INVITATION FOR BID**

- 1.1 Directorate of Mines, Govt. of Odisha, invites sealed bids under two cover system from eligible applicants, who fulfil qualification criteria as stipulated in clause 2 of this section, for **“Undertaking complete assignment on turnkey basis to prepare Environmental Clearance proposal including Environmental Impact Assessment Study and all related activities thereof leading to Environmental Clearances from Ministry of Environment , Forest & Climate Change (MoEF&CC, GoI), Govt. of India and other statutory clearances from State Pollution Control Board, Odisha in respect of Kalimati Manganese Block, comprised in two villages ( Balda & Badakalimati) under Barbil Tehsil of Keonjhar District, Odisha”**
- 1.2 The RFP contains information about the Project, bidding process, bid submission, qualification and Financial Proposal requirements and includes the following documents.

Section A: Notice Inviting RFP

Section B: Terms of Reference (ToR)

Section C: Instruction to Bidders (ITB)

Appendices

### **2. MINIMUM ELIGIBILITY CRITERIA**

The bidder should submit all relevant documents for the below criteria mentioned here. If the bidder fails to fulfil any of these criteria, the bid shall be summarily rejected.

- 2.1 Bidder should have necessary accreditation from NABET/ MoEF &CC to carry out EIA/EMP study
- 2.2 The bidder should have obtained fresh Environmental Clearance for at least one project located in Odisha in the last 5 years. Copy of work orders/ agreement along with Environmental Clearance approval letter must be submitted.
- 2.3 The consultant firm may be a Registered Company/ Firm of Individuals/ Association of Persons and as such, the eligible entity must be registered under the Companies Act 1956 or the Partnership Act 1932 or the Limited Liability Partnership Act 2008. Copy of Registration Certification must be submitted.
- 2.4 Minimum Average Annual Turnover of the Firm/ Company of INR 2 Cr. per year for the last three years. CA certified copy along with company auditor signature/ authorized signatory copy to be submitted.

- 2.5 Should have minimum Net worth of INR 1 Cr. during last three years. CA certified copy along with company auditor signature/ authorized signatory copy to be submitted.
- 2.6 The Bidder should furnish an undertaking to the effect that the firm has not been blacklisted in India or abroad by any government department /agency. An undertaking should be submitted by the authorized signatory of the bidder.
- 2.7 The bidder must be registered under Regional Provident Fund & ESI. Copy of valid EPF & ESI Registration Certificate must be submitted.
- 2.8 Consortiums are not allowed.

### 3. KEY DETAILS

1.	Tender Inviting Authority Designation and Address	The Director of Mines, Head of Department Buildings, Bhubaneswar-751001,Odisha
2.	Name of The Project	<b>“Undertaking complete assignment on turnkey basis to prepare Environmental Clearance proposal including Environmental Impact Assessment Study and all related activities thereof leading to Environmental Clearances from Ministry of Environment ,Forest &amp; Climate Change (MoEF &amp; CC), Govt. of India and other statutory clearances from State Pollution Control Board, Odisha in respect of Kalimati Manganese Block, comprised in two villages ( Balda &amp; Badakalimati) under Barbil Tehsil of Keonjhar District, Odisha”</b>
3.	Mode of Tender	Sealed 2-part bids
4.	Tender Fee	INR 3600/- (Rupees Three Thousand Six Hundred)
5.	Bid Security Amount (EMD)	INR 1,00,000/- (Rupees One Lakhs)
6.	Bid Validity	days from opening date of technical proposal extendable for maximum of another 120 days on mutual consent
7.	Validity of Bid Security	Min.90 days from the Bid Due date
8.	Duration of Assignment	18 Months
9.	Last date and time of submission of RFP	<b>Dt. 20.05.2022 on or before 16:00 Hrs.</b>
10.	Date and time of opening of cover 1 (“Fee/Prequalification/Technical proposal”)	<b>Dt. 21.05.2022 Time-11:30 Hrs.</b>
11.	Technical Evaluation & presentation by bidders	To be intimated
12.	Date & time of opening of cover 2 (“price bid”)	To be intimated to technically qualified bidders
13.	Authority for seeking	Director of Mines, Odisha

	clarifications	
14.	Website from which RFP documents and any additional information can be downloaded	www.orissaminerals.gov.in
15.	Issue of Letter of Intent	7 days from opening of financial proposal
16.	Acceptance by the successful bidder of the letter of Intent	Within 7 days from issuance of LoI
17.	Contract Agreement	15 days from Issuance of LoI

Note: (a) If the date of submission of RFP happens to be a public holiday in Odisha Govt. calendar, Tenders will be received and opened on the next working day at the same venue and time. Bidders are requested to check the website for regular updates.

(b) Authority will endeavor to adhere to the dates indicated above. However, it reserves the right to effect changes to the above dates if the need arises. Such change, if any, would be uploaded at website (www.orissaminerals.gov.in) from time to time.

#### 4. INSTRUCTIONS FOR BID SUBMISSION

- 4.1. The duly sealed bid containing both Technical & Financial bids should be submitted by registered post/ courier services or in person before the due date and time, as specified in the Key Details. Late/ delayed tenders submitted after the due date and time, for whatsoever reasons will not be considered. Offers sent through telegram, fax, telex, e-mail will not be considered.
- 4.2. Incomplete bids shall not be considered.
- 4.3. The Authority shall not be responsible for any delay, reasons whatsoever in receiving as well as submitting offers, including connectivity issues. The Authority shall not be responsible for any other delay in submitting any documents wherever applicable.
- 4.4. The Authority will not be responsible for the cost incurred in preparation and submission of bids, regardless of the conduct of outcome of the bidding process.
- 4.5. Two cover system:  
As two bid system is insisted Bidders are required to submit offer in two covers, namely "Fee/ Prequalification/ Technical" and "Financial".
  - In Cover I ("Fee/ Prequalification/ Technical"), Bidders are to submit, the documents specified under Technical Cover in the RFP.
  - In Cover II ("Finance"), Bidders are requested to quote rates in the given format. PLEASE DO NOT QUOTE/MENTION RATES ANYWHERE ELSE IN THE TENDER
- 4.6. Tender opening will be done physically at the time and dates specified in the tender Key Details.
- 4.7. The bidders are requested to go through the instructions to the bidders and accept that they have clearly understood and agreed the terms & conditions of this tender.

## **SECTION- B**

### **TERMS OF REFERENCE (TOR)**

#### **5. INTRODUCTION**

The Kalimati Manganese mineral block of Keonjhar district comprises of an area of 67.177 hectares. The entire area is forest land. The topography of the area exhibits small valleys and hillocks. River Baitarani flows close to the eastern side of the area that constitutes the principal drainage system of the area. Few seasonal nalla of first and second order collect the surface run off from the area and discharge the contents to the river Baitarani. The Kalimati manganese ore block covers two villages in part namely Balda & Badakalimati under Barbil Tahasil in Champua Sub-division of Keonjhar district, Odisha. The area is featured in F45N5 (73G/5).

#### **Location:**

1	Name of Mineral Block	Kalimati Manganese Block
2	Latitude & Longitude of any boundary point	Latitude: 21 <sup>o</sup> 52'13.14686" Longitude: 85 <sup>o</sup> 24'05.80471" (P-1)
3	Village	Balda & Badakalimati
4	Tahasil/Taluka	Barbil
5	District & State	Keonjhar, Odisha
6	Railway Station	The nearest rail head is at Bamebari at a distance of 6 km from the project site
7	Highway	The area can be approached from the district headquarters i.e. Keonjhar through NH-215 up to Palaspanga by covering a distance of 20 km and then an all-weather black topped road up to Kalimati over 23 Km.
8	Airport	Bhubaneswar
9	Total Lease Area	67.177 Ha.

#### **6. OBJECTIVE**

Directorate of Mines, Govt.of Odisha intends to engage an agency/consultant having NABET/MoEF&CC accreditation for **“Undertaking complete assignment on turnkey basis to prepare Environmental Clearance proposal including Environmental Impact Assessment Study and all related activities thereof leading to Environmental Clearances from Ministry of Environment , Forest & Climate Change (MoEF & CC), Govt. of India and other statutory clearances from State Pollution Control Board, Odisha in respect of Kalimati Manganese Block, comprised in two villages ( Balda & Badakalimati) under Barbil Tehsil of Keonjhar District, Odisha”**



Interested bidders are required to possess adequate skills & experience in obtaining Environmental Clearance, EIA study, Public hearing, and must be well-versed with the **Environment (Protection) Act., 1986 , Water (Prevention and Control of Pollution) Act., 1974 & Air (Prevention and Control of Pollution) Act.,1981”** and other relevant Acts and Rules , procedures and formalities involved in obtaining them.

Obtaining Environmental Clearances is a specialized consulting activity that involves in-depth understanding of procedural formalities, inter-departmental coordination & time-bound activities. The job of the consultant will cover the following such as

- 6.1. Filling up of Form-I and getting the TOR approval from MoEF & CC, New Delhi;
- 6.2. Establish the baseline environmental conditions in the study area for three months representing non-monsoon season
- 6.3. Identify and predict the environmental impacts due to the construction and operation of the proposed mine through Environmental Impact Assessment (EIA) study;
- 6.4. Suggest Environment Management Plan (EMP);
- 6.5. Develop a Post-project Monitoring Programme;
- 6.6. Preparation of the EIA/EMP document as per the approved TOR from MoEF & CC,GoI
- 6.7. Obtaining ‘No Objection Certificate’ from State Pollution Control Board (SPCB) if applicable
- 6.8. Necessary technical Support at SPCB for processing of EIA, Conducting Public Hearing, Recording of Proceedings and
- 6.9. Obtain ‘Environmental Clearance’ from MoEF & CC, GoI.
- 6.10. In parallel, Consultant to obtain Consent to Establish (CTE) permission from SPCB,Odisha.

## **7. THE REQUIREMENT**

Offers are invited for consultancy services for obtaining fresh Environmental Clearance for the Kalimati Manganese Block with Environmental Impact Assessment study & Consent to Establish permission within the permissible limit of 18 months from the date of declaration of Successful bidder.

## **8. STATEMENT OF CONFORMANCE:**

Bidders are required to indicate whether or not their offer conforms to the requirements of these documents. Non-conformance with any specific requirement of the tender document should be listed clearly. Bidder should have necessary accreditation from NABET/ MoEF & CC, GoI to carry out EIA/EMP study for “A” category Iron & Manganese Mine.

## **9. SCOPE OF WORK :**

The scope of work is detailed below. It briefly includes literature survey, baseline field studies to cover one non-monsoon season for REIA, Environmental Impact Assessment, preparation of Environment Management Plan (EMP) covering the fields of air quality, meteorology, noise levels, water quality, soil characteristics, hydrology, land use, water use, demography and socio-economics, aquatic and terrestrial ecology and occupational health and safety. Bidder to facilitate Public

Consultation, attending queries/presentation of/at EAC/MoEF&CC/SPCB/ different levels, ensure submission of hard copies of documents & reports at various levels. The scope also covers suggesting a post-project monitoring programme & grant of CTE also.

The study basically comprises of the following three stages:

Stage-A	Determination of Baseline Conditions
Stage-B	Assessing the Impacts on the Environment due to the construction and operation of the mining project and making recommendations on the preventive measures to be taken, to minimize the impact on the Environment to acceptable levels. A suitable post-study monitoring programme will be outlined.
Stage-C	Preparation of EIA Document

The study area will be 10-km radius from the proposed mineral Block and a buffer area of 15-km will be considered for important monuments/national parks etc. The work will be carried out in three phases viz., Determination of Baseline conditions; Assessing the impacts on the environment due to operation of the mine, Preparation of EIA and EMP documents including Risk Analysis and Disaster Management Plan with recommendations on preventive measures to be taken to limit the impact on environment to the desired level. Development of a suitable post-study monitoring program will also to be done. The EIA/EMP Report will be accompanied by Risk Assessment and Disaster Management Plan Reports.

Besides preparation of Environmental Impact Assessment Report, the scope also includes presenting the EIA report before the State Pollution Control Board, Public Hearing and MoEF&CC, GoI and submits all clarifications/replies to queries for obtaining the Environmental Clearance and attending Public hearing to give any technical clarifications till the final stage of approval by MoEF&CC, GoI.

#### **A. FORM-I & PFR PREPARATION**

TOR preparation will cover the following documentation:

- a. Form – I & Pre-Feasibility Report preparation & online submission
- b. Providing the project specific terms of reference for carrying out EIA Study

#### **B. OBTAINING TOR APPROVAL**

Presentation (PPT on the proposal) on the project proposal will be made before EAC

#### **C. EIA REPORT PREPARATION**

EIA Report will be prepared covering the scope

- a. Terms of Reference submitted to MoEF&CC, GoI

- b. Standard Terms of Reference issued by MoEF&CC, GoI
- c. Additional Terms of reference issued by MoEF&CC, GoI

EIA Report will be prepared as per the generic structure given in SO 1533 EIA notification 2006/Draft EIA-2020. Details of coverage of EIA study are covered under the following heads

- I. Baseline data collection
- II. Impact Estimation
- III. Environmental Management Plan formulation
- IV. Other studies as per standard and additional TOR

## **I. BASELINE DATA COLLECTION**

Baseline data will be collected for one of the following period of the season defined by MoEF&CC,GoI.

SUMMER – MARCH, APRIL AND MAY  
WINTER - DECEMBER, JANUARY, FEBRUARY  
POST MONSOON – OCTOBER, NOVEMBER & DECEMBER

Baseline data collection will cover the components such as micro Meteorological data, Ambient Air Quality , Noise level, Water quality ,Soil quality ,Ecology ,Socio Economic data, Land usage& Hydrogeological data

**Study area:** study area will cover 10 km radius from periphery of the mine

### **a. Meteorological Data**

Micro meteorological data will be collected by installing an auto weather monitoring station. The following meteorological parameters will be recorded by data logger for a comprehensive wind profile of the site.

- Wind speed,
- Wind direction,
- Temperature,
- Relative humidity,
- Rainfall

### **b. Air Environment**

Ambient air quality data will be collected within 10 km radius covering the following parameters & adopting methodologies as per IS 5182 in the study area covering Ambient Air quality stations as per TOR using Respirable & Fine dust samplers at each station:

- Respirable Particulate Matter (PM10 & PM2.5)
- Sulphur dioxide
- Oxides of Nitrogen
- Carbon monoxide
- Silica in PM10

### **c. Noise Environment**

Noise Levels will be measured at minimum of six locations in the study area. Noise levels will be collected at each location on 24 hourly basis for estimating the day and night equivalents

#### **d. Water Environment**

Water samples will be collected from Ground water and Surface water. The parameters will be analyzed as per IS10500 (Drinking water quality standard). The water samples will be collected from about ten locations in the study area once in REIA study period. The locations will be selected based on the reconnaissance survey of the area. The parameters will be analyzed as per notification of MoEF&CC, GoI dated 19th May, 1993 under Environment (Protection) Act, 1986.

#### **e. Soil Survey**

A minimum of 6 soil samples will be collected and analyzed for physico-chemical analysis including micronutrients.

#### **f. Ecological data**

Primary data will be collected through site visit covering the following

- Collection of primary data to understand baseline ecological status, important floristic and faunal elements, sensitive habitats and rare species; from field observations;
- Collection of data from local villagers about importance and status of plants and animals.
- Compare the data so generated with authentic past records to understand changes;
- Identification of sensitive locations or protected areas as per Wildlife Conservation and Protection Act, 1972.

#### **g. Socio Economic Data**

**Primary Data:** Primary data will be collected through a structured schedule covering all the categories of villagers like Scheduled Caste, Scheduled Tribe, and other castes in the village. Small farmers, Marginal farmers, Medium Farmers, Large farmers also will be considered for the study by interacting with village leaders, and Panchayat Presidents.

Primary Data collection will also include household and village profile survey covering questions about age and gender distributions, family structure (nuclear/extended) availability of institutions (schools, level of education). Current ethnicities and tribes land ownership, land use, availability and accessibility to health care centers( primary health care units, pharmacies) socio-cultural practices, political structure and administration, economic generating activities( agricultural sector, animal husbandry), infrastructure, resources and services ( water supply, electricity, telecommunications, roads, sewerage disposal practices) livelihoods (skills levels, source of income, employment status, development needs and priorities ( poverty, unemployment, sanitation)

**Focused Group Discussions (FGD):** Primary data collection includes collection of information from all stake holders about their opinion through participatory rural appraisal (PRAs) and Focused Group Discussions (FGDs). Information about basic infrastructure needs and prime needs of the villagers will be gathered listing out the current Government & Cooperative Society schemes being operated in the study area/ mandals

In addition to the above, data as per the standard and additional TOR will be collected.

#### **h. Land Use**

The existing land use pattern of the study area will be established through literature review, which includes District Census Handbooks and other secondary sources. This will be verified for its present status in the study area of 10-km radius around the mine. This will include a classification of land use with respect to the irrigated and un-irrigated agricultural land, forest, human settlements and sites of archaeological, historical and cultural importance. In order to cover all the above aspects, we envisage following:

1. Review of the Town and Village Directories of the Census Directorate for the concerned district and also through the study of the data obtained from the District Planning Officer.
2. The land use classification based on the latest satellite imagery will be procured and analyzed for the recent land use classification within the 10-km radius surrounding the mine.
3. The land use pattern (from Census Reports) in the 10 km radius study area will be categorized conforming to the norms of Ministry of Food and Agriculture, Government of India, which maintains land records under following five categories:
  - Forests;
  - Land irrigated by source-covers agricultural lands;
  - Non-irrigated agricultural land-covers agricultural and fallow land;
  - Cultivable wasteland-includes land available for cultivation whether or not taken up for this purpose e.g. land under thatching grasses, bushes and other grooves for fuel, grazing lands etc.;
  - Land not available for cultivation-includes barren, uncultivable land, land put to non-agricultural uses like buildings, roads, railways, rivers, canals etc.;
4. A study area map will be prepared for the study area of 10 km radius around the project site. This map will depict all the broad physical features In addition to these, this map will also depict details like roads, railway lines, location of human settlements, rivers, places of tourist / archaeological / cultural importance / National Park / Sanctuary / Bio-sphere reserves from the Survey of India Topo Sheets.

#### **i. Hydro-Geological Studies**

Basic level of hydro geological studies required for getting environment clearance needs to be taken up through analysis of secondary data from available literature and compiled from Irrigation Department, State and Central Ground Water Board (SGWB and CGWB), Agriculture Department, Public Health Engineering Department (PHED), India Meteorological Department (IMD), Geological Survey of India (GSI) etc. The data generation would mostly cover the following items:

- a. Hydro-geological conditions, catchments and flood history;
- b. Inventory of surface and ground water;
- c. Monthly, annual and peak precipitation;
- d. Inventory of water use.

This needs to be done for the three mines in line with the requirements of Central Ground Water

Board for necessary approval for availing NOC for dewatering from mine.

## **II. ENVIRONMENTAL IMPACTS**

Environmental impacts will be listed and quantification of impacts will be done for environmental components relevant to the project. The identified impacts will be quantified using EPA approved AERMOD model for air quality. In case of water, land, biological and socio-economic environments the quantification/ predictions have been made based on standard methodology, scientific knowledge and experience.

## **III. ENVIRONMENTAL MANAGEMENT PLAN**

The Environmental Management Plan, Risk Analysis and Disaster Management Plan will be prepared as per the guidelines of CPCB and MoEF&CC, GoI. Necessary Post project monitoring will be highlighted.

## **IV. OTHER STUDIES**

The following other studies based on the project will be carried:

- Traffic studies
- any other special studies other than standard TOR

## **D. PUBLIC HEARING**

Executive summary in English and local language will be prepared and necessary copies will be provided to SPCB for conducting the Public Hearing. Bidder would facilitate at SPCB to get suitable date, time & venue for public hearing, necessary newspaper publication.

Presentation on Technical aspects of the project will be made by consultant as support during the Public Hearing. Bidder will help to get the Proceedings of Public Hearing forwarded to MoEF&CC, GoI at the earliest.

## **E. EAC PRESENTATION**

Detailed presentation as per MoEF & CC, GoI will be prepared and the same will be presented to proponent and EAC. Required copies of presentation material will be prepared and circulated by the bidder to EAC members.

## **F. SUBMISSION OF CLARIFICATION**

Replies to the Clarifications on the points of EAC will have to be prepared and the same will be presented to EAC if required.

## **10. COMPLETION PERIOD**

18 months from the date of award of the contract/release of order or LOI.

## **11. SUBMISSION OF DOCUMENTS**

All documents as specified in Section (5) will be prepared and submitted by the bidder to MoEF&CC,

GoI ,SEIAA, CPCB, SPCB, District Collector, District Industry Center, Gram Panchayat office etc. accordingly as per requirement. In addition, two copies of final documents should also be provided to Directorate of Mines, Govt. of Odisha.

## 12. DELIVERABLES, TIMELINE & PAYMENT TERMS

For obtaining various clearances, timeline as follows; “T” is the start date of engagement with Director of Mines. Total time period of assignment shall be 15 months.

Sl.	Milestone	Timeline	Payment (in %)
1	Form-I & PFR preparation & online submission	T+3 months	10
2	Obtaining TOR approval	T+5 months	10
3	Draft EIA & EMP study completion and submission of report	T+8 months	20
4	Public Hearing/ Public Consultation completion	T+10 months	10
5	Final EIA Preparation & Submission	T+12 months	10
6	Form-2 Preparation/Submission & Final successful EAC presentation	T+15 months	10
7	Obtaining the Environment Clearance & CTE.	T+18 months	30
	<b>Total</b>	<b>18 Months</b>	<b>100</b>

- 12.1. Directorate of Mines, Govt. of Odisha shall constitute a Consultancy Monitoring Committee (CMC) to review and approve the above deliverables. .
- 12.2. The consultant shall present all deliverables to the committee in PPT/ presentable format as required time to time by Directorate of Mines.
- 12.3. The consultant will submit invoices by achieving respective milestone as defined above in the Table of “Deliverables and Timeline”.
- 12.4. Any local or outstation visit by consultant officials are to be arranged by themselves. No charges to pay extra to consultant by Directorate of Mines regarding local or outstation conveyance purpose.
- 12.5. Printing/Scanning/report binding expenses are in the scope of the consultant.
- 12.6. The payment to be released after acceptance of any deliverable by the above committee and invoice raised by the consultant to Directorate of Mines.
- 12.7. The invoices will be paid within 30 days from the receipt of the invoice in hard copies. All the payments will be done after successful completion of the activities, as elaborated

above, after due certification from CMC.

- 12.8. **Penalty:** The timelines for achieving each milestone is as mention in Annexure-II. Same will be deliberated and signed off for future reference. In case of failure to achieve the mile stone Penalty of 10% for same activity would be imposed, which will be reconciled against the overall timeline, at the end of the project.

### 13. SITE VISIT

It's mandatory that before submitting the offer, bidder should visit the site

### 14. GENERAL TERMS AND CONDITIONS

- a. The Client reserves the right to terminate the contract in whole or part at any time during the contract period without giving any notice or without telling any reason if the services the Consultant/Agency are not found satisfactory. In all matters of dispute relating to the contract, the decision of the Client in both cases shall be final and binding on the contractor.
- b. The Client reserves the right to reject or to accept any quotation, whole or in part without assigning any reason thereof. It will also not be obligatory to the Client to accept the lowest quotation and no explanation shall be given with regard to reason for rejection of quotation of any tender.
- c. The Client may renew the contract for such period(s) as it may deem necessary taking into account, against mutually agreed terms and conditions.
- d. The successful consultant shall be required to do the work during the entire period of at the rates as approved on the basis of the quotation.
- e. The offer made by the consultant against this specification shall remain valid for a minimum period of 120 days from the date of submission of the offer.

### 15. ROLE OF THE AUTHORITY

Directorate of Mines, Govt. of Odisha shall support/ assist consultant in providing all the necessary documents as and when required for statutory clearances.

- a) Provision of authorization in favour of consultant to interact with Govt. Officials for the purpose.
- b) Providing approved Mining Plan and other relevant data/ information for formulation & processing of EC

### 16. LIQUIDATED DAMAGES (LD)

“The Parties hereby agree that in case consultant fails to complete any of the deliverable as mentioned above within the period specified under this RFP, the consultant shall pay to the client fixed and agreed liquidated damages, @0.5% of the agreed fees of that component of deliverable, for each week of delay. Total liquidated damages not to be exceeded 10% of the total fees agreed as per contract agreement. Force majeure will be excluded from the timeline of the deliverables.”

### 17. TERMINATION

#### 17.1. By the “Employer”:



The “Employer” may terminate this Contract in case of the occurrence of any of the events specified in the following paragraphs

- a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, in a notice of suspension within thirty (30) days of receipt of such notice of suspension or within such further period as the “Employer” may have subsequently approved in writing
- b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes and which has substantial bearing on providing Services under this contract) insolvent or go into liquidation or receivership whether compulsory or voluntary.
- c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings
- d) If the Consultant, in the judgment of the “Employer”, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- e) If the Consultant submits to the “Employer” a false statement which has a material effect on the rights, obligations or interests of the “Employer”.
- f) If the Consultant places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Employer.
- g) If the consultant fails to provide the quality services as envisaged under this Contract. The Consultancy Monitoring Committee (CMC) formulated to monitor the progress of the assignment may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The CMC may decide to give one chance to the consultant to improve the quality of the services.
- h) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- i) If the “Employer”, in its sole discretion and for any reason whatsoever, decides to terminate this Contract. In such an occurrence the “Employer” shall give a not less than thirty (30) days’ written notice of termination to the Consultants, and sixty (60) days in case of the event referred to in (h).

#### **17.2. By the “Consultant”:**

The Consultant may terminate this Contract, by not less than thirty (30) days’ written notice to the “Employer”, in case of the occurrence of any of the events specified in the following paragraphs

- a) If the “Employer” fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is due.
- b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- c) If the “Employer” fails to comply with any final decision reached as a result of arbitration proceedings.
- d) If the “Employer” is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the “Employer” of the Consultant’s notice specifying such breach.

# **SECTION -C**

## **INSTRUCTION TO BIDDERS (ITB)**

This Section aims to provide guidelines/ instructions to Participants, to be used while submitting the Bid. These are generic in nature, but Bidders are required to abide by them during the currency of the Project.

### **18. BRIEF DESCRIPTION OF BIDDING PROCESS**

The Authority has adopted a Single-Stage, Two Cover bidding process under procedure of Government of Odisha for selection of the Bidder for award of the Project (the "Bidding Process") and invites bid for the Project in accordance with the terms of this RFP. The first Cover (the "Fee/Prequalification/Technical Proposal") of the Bidding Process involves evidence of payment of tender fee & submission of bid security, pre-qualification of interested parties on the basis of their Technical & Financial Capacity (the "Prequalification Stage") and their Technical Proposal (the "Technical Proposal Stage"). The second cover (Financial Bid) is the Financial proposal.

### **19. CONDITIONS FOR BIDDING**

- 19.1. Consortium bidding is not allowed.
- 19.2. Cost of Bidding: The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bid Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.
- 19.3. The documents including this RFP and all attached documents, provided by the Authority are and shall remain or become the properties of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and the Authority will not return to the Bidders any Bid, document or any information provided along therewith.
- 19.4. The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP. Any such verification or lack of such verification by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.

### **20. ACKNOWLEDGEMENT BY BIDDER:**

- 20.1. It shall be deemed that by submitting the Bid, the Bidder has;
  - 20.1.1. made a complete and careful examination of the RFP.
  - 20.1.2. received all relevant information requested from the Authority.

20.1.3. accepted the risk of inadequacy, error or mistake in the information provided in this RFP or furnished by or on behalf of the Authority relating to any of the matters referred to in this RFP; agreed to be bound by the undertakings provided by it under and in terms hereof.

20.1.4. satisfied itself about all matters, things and information including matters relating to the project site necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations there under; and acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters relating to the project shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination contract agreement.

20.2. The Authority shall not be liable for any omission, mistake, or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority

## **21. CONFLICT OF INTEREST**

A Bidder shall not have a conflict of interest (the “Conflict of Interest”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit 100% (one hundred percent) of the value of Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre- estimated compensation and damage payable to the Authority for, inter alia, the time, cost and effort of the Authority, including consideration of such Bidder’s proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

21.1. such bidder or any Affiliate, Parent or Subsidiary Company thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder or Affiliate, Parent or Subsidiary Company, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder or any Affiliate or Parent or Subsidiary Company thereof; or

21.2. such bidder has the same legal representative for purposes of this Bid as any other Bidder; or

21.3. such bidder, or any Affiliate, Parent or Subsidiary Company thereof has participated as a consultant to the Authority in the preparation of any RFP document, design or technical specifications of this assignment.

21.4. Notwithstanding anything stated herein, a conflict-of-interest situation arising at the Qualification will be considered to subsist only, as between such Applicants attracting conflict of interest provisions on account of shareholdings, who submit bids under this document.

## **22. FRAUD AND CORRUPT PRACTICES**

22.1. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOI and during the

subsistence of the Contract Agreement. Notwithstanding anything to the contrary contained herein, or in the LOI or the Contract Agreement, the Authority may reject a Bid, withdraw the LOI, or terminate the Contract Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder, as the case may be, if it determines that the Bidder, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall be entitled to forfeit the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/or the Contract Agreement, or otherwise.

### **23. RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS**

Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection, or annulment, and without assigning any reasons thereof.

### **24. DISQUALIFICATIONS**

- 24.1. Bids submitted by fax, telex, or e-mail shall not be entertained and shall be disqualified and rejected as non-responsive.
- 24.2. Bids received by the Authority after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.
- 24.3. The Authority reserves the right to disqualify and reject any Bid if:
  - 24.3.1. at any time, a material misrepresentation is made or uncovered, or
  - 24.3.2. the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid or
  - 24.3.3. the financial quote is included, directly or indirectly, in the Technical Proposal or any document accompanying the Technical Proposal.
- 24.4. Such misrepresentation / improper response shall lead to the disqualification of the Bidder. If such disqualification/ rejection occurs after the Bids have been opened and the Lowest Bidder gets disqualified/ rejected, then the Authority reserves the right to annul the Bidding Process and to invite the fresh Bids.
- 24.5. Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.

### **25. CONFIDENTIALITY**

Information relating to the examination, clarification, evaluation, and recommendation for the short-listed Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to or matters arising out of or concerning the Bidding Process. The Authority will treat all information, submitted as part of Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the authority or as may be required by law or in connection with any legal process.

## **26. CONTENTS OF THE RFP**

- 26.1. This RFP comprises the disclaimer set forth hereinabove, the contents as listed in Table of Content at the beginning of this document.
- 26.2. The Draft Contract Agreement and appendices provided by the Authority as part of the Bid Documents shall be deemed to be part of this RFP.

## **27. VALIDITY OF BIDS**

The Bids shall be valid for a period of not less than 90 days from date of opening of technical proposal. The validity of Bids may be extended subject to a maximum period of 120 days by mutual consent of the respective Bidders and the Authority.

## **28. BID SECURITY/EMD**

- 28.1. All proposal submitted in response to the RFP document must be accompanied by an Earnest Money Deposit (EMD) of Rs.1,00,000/- (Rupees One lakh only) in the form of Bank Demand Draft drawn in favor of Director of Mines, payable at Bhubaneswar, Odisha from any Nationalized Bank and payable at Bhubaneswar, Odisha, Bids submitted without EMD will be rejected.
- 28.2. The Bid Security shall be returnable no later than 60 (Sixty) days from the Bid Validity Date except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the provisions of Draft Contract Agreement.
- 28.3. The Authority shall be entitled to forfeit the Bid Security as Damages inter alia in any of the events specified herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFP, no relaxation of any kind on Bid Security shall be given to any Bidder.
- 28.4. The Bid Security shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or otherwise, under the following conditions:
  - a) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice.
  - b) In the case, the Selected Bidder fails within the specified time limit:
    - I. to sign and return the duplicate copy of LOI;
    - II. to sign the Contract Agreement; or
    - III. to furnish the Performance Security
  - c) In case the Selected Bidder, commits any breach of any RFP condition prior to furnishing the Performance Security.
  - d) Under any clause for forfeiture of Bid Security contained elsewhere in this RFP.

## **29. PREPARATION AND SUBMISSION OF BID**

### **29.1. Language:**

The Bid and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Bidder with the Bid may be in any other language provided that they are accompanied by true translations of it in the English language, duly authenticated and certified by the Bidder. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.

## 29.2. **Format and signing of Bid:**

- 29.2.1. The Bidder shall submit the Bid in the format specified at Appendix-I, together with all the documents specified hereunder. The formats given is the minimum requirement and the Bidders shall furnish all the relevant details necessary to ascertain the technical and financial capabilities of the bidder as well as the detailed technical and business plan for implementation of the project proposed by the bidder.
- 29.2.2. The Bidder shall submit the Financial Bid by duly filling up the BOQ in the prescribed forms in the Appendix in sealed envelope to Director of Mines by the due date & time.
- 29.2.3. Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Appendix is insufficient. Alternatively, Bidders may format the prescribed forms making due provision for incorporation of the requested information.
- 29.2.4. Information supplied in the Bid, shall pertain either to the Bidder or to the Bidder's Affiliate or Parent or Subsidiary Company named in the Bid and not, unless specifically requested, to other associated companies or firms.
- 29.2.5. The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those Bids that are received in the required formats and complete in all respects. Incomplete and /or conditional Bids shall be liable to rejection.
- 29.2.6. The Bid and its copy shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page in blue ink. All the alterations, omissions, additions, or any other amendments made to the Bid shall be initialed by the person(s) signing the Bid.

## 29.3. **Submission of Technical Proposal**

- 29.3.1. The Bidder shall submit its Bid in sealed envelope to Director of Mines by the due date & time.
- 29.3.2. Fees (Tender Fee and Bid Security) /Prequalification/Technical Proposal submitted shall contain:
  - i. Bid in the prescribed format Appendix **I to IV & VI to IX** and supporting documents.
  - ii. Power of Attorney for signing the Bid
  - iii. Copies of Bidder's duly audited Financial Statement along with all schedules, auditors report and annual report for the preceding three financial years.
  - iv. Payment Receipt towards the tender fee as specified in Key Details.
  - v. Bid Security
  - vi. Technical Proposal with details required is to be provided as Appendix VI of this RFP. The detailed Technical Plan required as part of the Technical Proposal shall not be more than 20 pages and it shall contain all requisite details specified in the Technical Plan Data Sheet (Appendix VI). The Detailed Technical Plan shall be final and binding during implementation of the project, however, it could be improved by mutual consent of both parties.

## 29.4. **Submission of Financial Proposal**

- 29.4.1. The quote shall be submitted in the prescribed format in the Financial Bid. The format of Price Bid is given in Appendix **V** for reference.

- 29.4.2. The Bidder shall submit the financial bid in a separate sealed cover along with the Technical Bid.
- 29.4.3. The rates and prices quoted by the tenderer shall be inclusive of all works, tasks, studies, all other Subsidiary or Complementary Statutory clearances from the required statutory authorities, all taxes, levies, duties etc. No extra cost under the head of facilitation cost shall be entertained.

### **30. MODIFICATIONS/ SUBSTITUTION/ WITHDRAWAL OF BIDS**

No Bid shall be modified, substituted or withdrawn by the Bidder after its submission to the Authority.

### **31. BID OPENING**

- 31.1. The Authority shall open the Technical Proposals at predefine time, at the place specified in Key Details and in the presence of the Bidders who choose to attend.
- 31.2. The Authority will subsequently examine and evaluate Bids in accordance with the provisions set out evaluation criteria clause.
- 31.3. Bidders are advised that qualification of Bidders will be entirely based on the provision contained in this RFP. Bidders shall be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.
- 31.4. Any information contained in the Bid shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it on the basis of such information.
- 31.5. The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Bid(s) without assigning any reasons.
- 31.6. Where any information is found to be patently false or amounting to a material misrepresentation, the Authority reserves the right to reject the Bid in accordance with the provisions contained herein.
- 31.7. Clarifications on Technical Proposal:
- 31.7.1. To facilitate evaluation of Bids, the Authority may seek clarifications from any Bidder regarding its Bid. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
- 31.7.2. If a Bidder does not provide clarifications sought by the Authority within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, the Authority may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority.
- 31.8. Correspondence with the Bidder  
Save and except as provided in this RFP, the Authority shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any Bid.

### **32. TECHNICAL EVALUATION**

- 32.1. The Authority will carry out evaluation of the Bids through a Bid Evaluation Committee constituted by it at its sole discretion. The Committee will proceed with evaluation process as detailed hereunder.

### **32.2. Stage 1: Pre-Qualification**

- 32.2.1. On opening of the bid, the Authority will ensure that the Bid is accompanied by Tender fee/Cost of the Bid Document and Bid Security, as specified. The Bids without Tender Fee/ Cost of the Bid Document or Bid Security will be summarily rejected and will not be considered for further processing.
- 32.2.2. The Committee will verify the fulfilment of Minimum Eligibility Criteria by the bidders based on the documents submitted by the bidders and Bidders who do not meet these criteria will be rejected.

### **32.3. Stage 2: Evaluation of Technical Proposal**

- 32.3.1. The Bidders qualified in the Pre-qualification stage shall be required to make presentation of their Technical Plan before the Committee on the date specified in the Key Data. The Authority may at its discretion change the date, time or venue of presentation.
- 32.3.2. The Authority shall communicate the status of pre-qualification by email and invite the qualified bidders to make the presentation and shall also confirm the date, time and venue of the presentation.
- 32.3.3. Bidder shall depute a technically competent person to make the presentation and he/she shall be authorized to make decisions/ commitments to the Authority on behalf of the Bidder. The letter authorizing the person shall be submitted at least one day prior to the date of presentation.
- 32.3.4. The Bid Evaluation Committee shall evaluate the Technical Proposal based on the documents submitted by the bidder and the presentation of the Technical Plan before the Committee.
- 32.3.5. The Committee may seek technical clarifications from the Bidder during the presentation and the Bidder shall provide the clarifications or documents so required to be submitted. If a Bidder does not provide clarifications sought by the Authority within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, the Authority may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority.
- 32.3.6. Technical scores shall be calculated for Bidders after the presentation.
- 32.3.7. The Committee shall award Technical Score, out of total score of 100 (One Hundred), as per the scoring criteria given hereunder. The qualifying score shall be 60 marks in technical proposal.
- 32.3.8. After technical evaluation, financial proposals of the technically qualified Bidders shall be opened.

### **32.4. Technical Scoring Criteria**

The Technical Evaluation Committee will award technical score on the following criteria, after evaluating the Technical Proposal.



Sl.	Evaluation Parameter	Supporting Doc	Marks	Scoring Criteria
1	Experience in obtaining fresh Environmental Clearance for new projects in last 5 years from PDD (Proposal Due Date). Note: Period of 5 years shall be considered from date of obtaining EC to PDD.	Copies of work orders / agreement along with Environmental clearance certificate	30	1 Mining project: 10 marks 1 project (other than mining)-5 marks Maximum-30 marks
2	Experience in successfully conducting Environment Impact Assessment Studies / preparation of EIA and EMP reports/ Supporting technical reports etc. for obtaining amendment orders thereof of existing Environmental Clearances from MoEF& CC ,GOI and other Statutory Clearances and amendments from OSPCB in last 5 years from PDD.	Copies of work orders / agreement	10	1 project- 2.5 marks  Maximum- 10 marks
3	Minimum Annual Turnover from Technical/ Consulting services during the last 3 financial years	Audited balance sheet P/L Statements signed by CA firm. Also, Annual turnover format as attached in this RFP.	10	Average Annual Turnover: <ul style="list-style-type: none"> <li>Rs. 2 to 5 Crore = 05 marks</li> <li>More than Rs. 5 to less than 10 Crore = 07 marks</li> <li>&gt; 10 Crore = 10 marks</li> </ul>
4	Positive Net worth of the organization during the last 3 financial years	Audited Net worth signed by CA firm.	5	<ul style="list-style-type: none"> <li>Rs. 1 to 3 Crore = 2 marks</li> <li>More than Rs. 3 to less than 5 Crore = 3 marks</li> <li>More than 5 Crore = 5 marks</li> </ul>
5	Minimum 2 numbers of domain Experts (Environmental Science/Engineering ) on regular	Copy of EPF & ESI registration Certificate & Latest	10	<ul style="list-style-type: none"> <li>One expert= 2 marks</li> </ul> Maximum=10 marks

Sl.	Evaluation Parameter	Supporting Doc	Marks	Scoring Criteria
	payroll, valid ESI Numbers are employed in Odisha	return with Supporting documents (challans/ invoices)		
6	Technical presentation highlighting domain experience & Capacity (infrastructure & human resources) of the bidder along with approach methodology, project team members & work plan a) Approach and Methodology for this assignment- b) Similar assignment successfully executed with any Govt. entity c) Work Plan & Time line	Presentation to be covered in 15-20 Mins	25  5  5	
<b>Total</b>			<b>100</b>	

### 33. FINAL BID EVALUATION:

Financial bids of only those bidders who have been declared technically qualified by the committee as per the above stated procedure shall be opened for further evaluation and ranking. Final Bid Evaluation will be done following **Quality and Cost Based Selection (QCBS)** criteria. Under QCBS selection, the technical proposals will be allotted weightage of 70% (Seventy percent) while the financial proposals will be allotted weightages of 30% (Thirty per cent). Proposal with the lowest cost amongst the technically qualified shall be given a financial score of 100(Hundred) and other proposals given financial scores that are inversely proportional to their prices w.r.t. the lowest offer. Similarly, proposal with the highest technical marks (as allotted by the evaluation committee) shall be given a score of 100 (Hundred) and other proposals be given technical score that are proportional to their marks w.r.t. the highest technical marks. The total score, both technical and financial, shall be obtained by weighing the quality and cost scores and adding them up. On the basis of the combined weighted score for quality and cost, the consultant shall be ranked in terms of the total score obtained. The proposal securing the highest combined marks is ranked H-1 followed by the proposals securing lesser marks as H-2, H-3 etc.

The proposal securing the highest combined marks and ranked H-1 will be invited for negotiations, if required and shall be recommended for award of contract. In the event two or more bids have the same score in final ranking, the bid with highest technical score will be H-1.

In such a case, an Evaluated combined Bid Score (B) will be calculated for each responsive Bid using the following formula, which permits a comprehensive assessment of the Bid price and the technical merits of each Bid:

$$B = \frac{C_{low}}{C} X + \frac{Ts}{T_{high}} (1 - X)$$

Where,

C = Evaluated Bid Price

$C_{low}$  = the lowest of all Evaluated Bid Prices among responsive Bids

Ts = the total Technical Score awarded to the Bid

$T_{High}$  = The Technical Score achieved by the Bid that was scored best among all responsive Bids.

X = weightage for the Price as specified in the BDS (30)

The Bid with the best evaluated combined Bid Score (B) among responsive Bids shall be the most advantageous Bid and ranked as H-1.

The Selected Bidder shall be the First Ranked (H-1) Applicant (having the highest combined score). The second (H-2) and third (H-3) Ranked Applicant shall be kept in reserve and may be invited for negotiations in case the first ranked Applicant withdraws or fails to comply with the requirements specified in the RFP document.

#### **34 . SELECTION OF BIDDER**

- The highest ranked Bidder with the highest marks obtained shall be awarded with the project.
- In the event of fresh bid, the H1 shall not be allowed to participate in the fresh bids invited by the Authority for this RFP or other RFP called for any other site floated by the Authority for similar project, in case the H1 is rejected due to;
  - a) non-acceptance of Letter of Intent issued by the Authority or
  - b) misrepresentation made by it or

- c) any other failure in complying with Bid conditions on reasons solely attributable to the H1 and the Bid Security will be forfeited and the Authority reserves the right to claim any other damages from this bidder.

### **35. CONTRACT NEGOTIATION**

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

### **36. AWARD OF THE PROJECT**

36.1. After selection, a Letter of Intent (the “LOI”) shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 15 (fifteen) days of the receipt of the LOI, sign and return the duplicate copy of the LOI in acknowledgement thereof.

36.2. The bidder shall furnish the Performance Security of 10% of agreed value during financial evaluation or negotiation thereafter.

### **37. MISCELLANEOUS**

37.1. The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the competent Courts at Bhubaneswar shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.

37.2. The Authority without incurring any obligation or liability, reserves the right, at any time, to;

- a) Suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto.
- b) Consult with any Bidder in order to receive clarification or further information.
- c) Pre-qualify or not to pre-qualify any Bidder and/ or to consult with any Bidder in order to receive clarification or further information.
- d) retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
- e) Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.

37.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder and the Bidding Documents, pursuant hereto, and/ or in connection with the Bidding Process, to the fullest extent permitted by applicable law, and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

**Approved**  
**Sd/-**

**Director of Mines, Govt. of Odisha**

# APPENDICES

**Appendix-I**  
**Technical Proposal letter**  
[Letter Head of the bidder]

To,  
The Director of Mines, Govt. of Odisha  
Heads of Department Building  
Unit-V  
Bhubaneswar  
Odisha

Sub: Selection of Consulting Firm for **“Undertaking complete assignment on turnkey basis to prepare Environmental Clearance proposal including Environmental Impact Assessment Study and all related activities thereof leading to Environmental Clearances from Ministry of Environment , Forest & Climate Change (MoEF & CC), Govt. of India and other statutory clearances from State Pollution Control Board, Odisha in respect of Kalimati Manganese Block, comprised in two villages ( Balda & Badakalimati) under Barbil Tehsil of Keonjhar District, Odisha”**

Ref: RFP No. \_\_\_\_\_

Dear Sir,

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, intend to submit a Pre-qualification requirements proposal in response to the RFP.

I attach hereto the response as required by the RFP, which constitutes our proposal.

I confirm that the information contained in this response or any part thereof, including its exhibits, and other documents and instruments delivered or to be delivered to client is true, accurate, verifiable, and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the department in its empanelment process. Our proposal will be remaining valid for a period of 90 days.

I fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the short-listing process, we are liable to be dismissed from the selection process or termination of the contract during the project.

If selected to do so, for undertaking the assignment, I agree for unconditional acceptance of all the terms and conditions set out in the RFP document.

Yours faithfully,

Authorized Signatory with Date and Seal:

Name and address of the bidder: \_\_\_\_\_

## Appendix-II

### Bidder's Details

[Bidder's letter head]

Sl	Description	Full Details
1.	Name of bidder	
2.	Permanent Address Tel: Fax: Email id:	
3.	Name of the authorized person signing and submitting the bid on the behalf of bidder: Mobile No: Email Id:	
4.	Registration/Incorporation Details of the bidder Registration No: Registration Date & Year:	
5.	RFP Processing Fee and EMD Details Amount: Date: Name of the Bank:	
6.	PAN Number	
7.	GSTIN Number	
8.	Details of the Organizational Capability	(Please attach a separate sheet describing the manpower and infrastructure details available with the bidder)

Sign and Seal of the Authorized Representative:

Date and Place:

**Appendix-III**  
**[Annual Turnover & Net worth]**  
**(FINANCIAL DETAILS OF THE ORGANIZATION)**

<b>FINANCIAL INFORAMTION</b>	<b>FY 2018-19</b>	<b>FY 2019-20</b>	<b>FY 2020-21</b>
Financial Turn-over			
Net worth			

**Mandatory Supporting Documents:**

Auditor Certified financial statements & Net worth statements for the Last three financial years; 2018-19, 2019-20 & 2020-21.

The above information has to be jointly certified and sealed by the company auditor and the authorized representative of the bidder and to be furnished in original along with the RFP, failing which the proposal will be out rightly rejected.

Sign and Seal of the Company Auditor with Date

Sign and Seal of the Authorized Representative

Date:

Place:



## Appendix-IV

### [Financial Proposal Letter]

(To be submitted on the Letter head of the Bidder)

Date: (dd/mm/yyyy) --/--/----

To

The Director of Mines, Govt. of Odisha

Heads of Department Building

Unit-V

Bhubaneswar

Odisha

**Sub: Bid for “Undertaking complete assignment on turnkey basis to prepare Environmental Clearance proposal including Environmental Impact Assessment Study and all related activities thereof leading to Environmental Clearances from Ministry of Environment , Forest & Climate Change (MoEF & CC), Govt. of India and other statutory clearances from State Pollution Control Board, Odisha in respect of Kalimati Manganese Block, comprised in two villages ( Balda & Badakalimati) under Barbil Tehsil of Keonjhar District, Odisha”**

Dear Sir,

1. We, the undersigned bidder, having read & examined in detail, the bidding document, I/ we, the undersigned, offer to supply/ work as mentioned in the scope of the work, Bill of Material, Technical Specifications, Service Level Standards & in conformity with the said bidding document for the same.
2. I / We undertake that the prices are in conformity with the specifications prescribed. The quote/ price is inclusive of all costs likely to be incurred for executing this work. The prices are inclusive of govt. taxes/duties, EXCEPT Goods and Services Tax (GST), as mentioned in the financial bid format.
3. I / We undertake to deliver the goods & services in accordance with the delivery schedule specified in the RFP if our bid is accepted.
4. I/We undertake to successfully operationalize the entire solution as per scope of work mentioned in the RFP document.
5. I/ We have examined and have no reservations to the Bidding Documents, including any corrigendum/addendums issued by Director of Mines.
6. I/ We hereby declare that in case the contract is awarded to us, we shall submit the contract performance bank guarantee as prescribed in the RFP.
7. I / We agree to abide by this bid for a period of 90 days from the date of bid submission and it shall remain binding upon us and be accepted at any time before the expiry of that period.
8. Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.
9. I/ We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

We understand that you are not bound to accept the lowest or any bid you may receive. We agree to all the terms & conditions as mentioned in the RFP document and submit that we have not submitted any deviations in this regard.

In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP document.

Date:

Place:

Yours faithfully,

(Signature of the Authorised signatory)

(Name and designation of the of the Authorised signatory)

(Name and seal of Bidder)

## Appendix-V (FINANCIAL PROPOSAL)

RFP No: \_\_\_\_\_

S I .	Name of Project	Consultancy fee in INR (Per Acre.)	Consultancy fee in words (Per Acre.)
1.	<p>“Undertaking complete assignment on turnkey basis to prepare Environmental Clearance proposal including Environmental Impact Assessment Study and all related activities thereof leading to Environmental Clearances from Ministry of Environment , Forest &amp; Climate Change (MoEF &amp; CC), Govt. of India and other statutory clearances from State Pollution Control Board, Odisha in respect of Kalimati Manganese Block, comprised in two villages ( Balda &amp; Badakalimati) under Barbil Tehsil of Keonjhar District, Odisha”</p>		
<b>Total</b>			

**General Note:**

1. The figures reflected in the scope of work are indicative only. DIRECTOR OF MINES doesn't guarantee any minimum business / volume in this tender enquiry.
2. In case of any discrepancy between quoted bids in digits & words, value written in words will be considered as final for evaluation.
3. Rates quoted shall be exclusive of GST rates as applicable.

We undertake that the rates quoted above by us will not change during the Contract period.

Authorized Signatory (In full and initials):

Name and Designation of Signatory with Date and Seal:

## Appendix-VI

### [Abstract of Project Experience as required in Eligibility and technical score distribution]

Obtaining Approvals of Environmental Clearances for the Project establishment in Odisha in recent times (during last 5 years from PDD), from MoEF&CC, GoI and other Statutory Clearances from SPCB, Odisha. The prescribed formats to submit the details of the previous assignments successfully executed are furnished below.

Sl.	Name of the Project with WO/CC/Agreement copy to be enclosed	Name of the client organization	Cost of the Contract (Final Settlement)	Date of Environmental Clearances from MoEF&CC, GoI and/or other Statutory Clearances from SPCB, Odisha (copy to be enclosed)
1.				
2.				
3.				

**Note:** The Bidder is required to use above format for all the projects referenced by the Bidder for the eligibility criteria and technical bid evaluation.

## **Appendix-VII**

**(Curriculum Vitae (CV) For Proposed Professional Staff)**

**Appendix-VIII**  
**[Performance Bank Guarantee]**  
**UNCONDITIONAL AND IRREVOCABLE BANK GUARANTEE**

Bank Guarantee No.: \_\_\_\_\_ Dated: \_\_\_\_\_

Issuer of Bank Guarantee:

\_\_\_\_\_ (Name of the Bank)

\_\_\_\_\_  
(Hereinafter referred to as the “Bank”)

Beneficiary of Bank Guarantee:

Director of Mines, Govt. of Odisha

Nature of Bank Guarantee:

Unconditional and irrevocable Bank Guarantee

Context of Bank Guarantee:

In pursuance of Clause of the Request for Proposal Document dated \_\_\_\_ (hereinafter referred to as the “RFP” inclusive of Contract for the **“Undertaking complete assignment on turnkey basis to prepare Environmental Clearance proposal including Environmental Impact Assessment Study and all related activities thereof leading to Environmental Clearances from Ministry of Environment , Forest & Climate Change (MoEF & CC), Govt. of India and other statutory clearances from State Pollution Control Board, Odisha in respect of Kalimati Manganese Block, comprised in two villages ( Balda & Badakalimati) under Barbil Tehsil of Keonjhar District, Odisha”** (hereinafter referred to as the “Project”), provided however, such context of the Bank Guarantee or reference to the Agreement in this Bank Guarantee shall in no manner be relied upon at any stage to adversely affect or dilute the unconditional and irrevocable nature of this Bank Guarantee.

Operative part of the Bank Guarantee:

At the request of the \_\_\_\_\_, we \_\_\_\_\_,

\_\_\_\_\_ (name and address of the bank), (hereinafter referred to as the “Bank”),

do hereby unconditionally and irrevocably affirm and undertake that we are the Guarantor and are responsible to the DIRECTOR OF MINES, Govt. of Odisha i.e. the beneficiary on behalf of the Bidder, up to a total sum of Rs. \_\_\_\_ Lakhs, such sum being payable by us to the DIRECTOR OF MINES, Govt. of Odisha immediately upon receipt of first written demand from DIRECTOR OF MINES, Govt. of Odisha.

We unconditionally and irrevocably undertake to pay to the DIRECTOR OF MINES, Govt. of Odisha on an immediate basis, upon receipt of first written demand from the DIRECTOR OF MINES, Govt. of Odisha and without any cavil or argument or delaying tactics or reference by us to Bidder and without any need for the DIRECTOR OF MINES, Govt. of Odisha to convey to us any reasons for invocation of the Guarantee or to prove the failure on the part of the Bidder to repay the amount of Rs \_\_\_\_Lakhs or to show grounds or reasons for the demand or the sum specified therein, the entire sum or sums within the limits of Rs. \_\_\_\_ Lakhs.

We hereby waive the necessity of the DIRECTOR OF MINES, Govt. of Odisha, demanding the said amount from Bidder prior to serving the Demand Notice upon us.

We further agree and affirm that no change or addition to or other modification to the terms of the Agreement,

shall in any way release us from any liability under this unconditional and irrevocable Guarantee and we hereby waive notice of any such change, addition or modification. We further agree with the DIRECTOR OF MINES, Govt. of Odisha that the DIRECTOR OF MINES, Govt. of Odisha shall be the sole and the exclusive judge to determine that whether or not any sum or sums are due and payable to him by Operator, which are recoverable by the DIRECTOR OF MINES, Govt. of Odisha by invocation of this Guarantee.

This Guarantee will not be discharged due to the change in constitution of the Bank or the Bidder. We undertake not to withdraw or revoke this Guarantee during its currency/ validity period, except with the previous written consent of the DIRECTOR OF MINES, Govt. of Odisha.

We unconditionally and irrevocably undertake to pay to the DIRECTOR OF MINES, Govt. of Odisha any amount so demanded not exceeding Rs. \_\_\_\_\_ Lakhs, notwithstanding any dispute or disputes raised by Bidder or anyone else in any suit or proceedings before any dispute review expert, arbitrator, court, tribunal or other authority, our liability under this Guarantee being absolute, unconditional and unequivocal. The payment so made by us under this Guarantee to the DIRECTOR OF MINES, shall be a valid discharge of our liability for payment under this Guarantee and the Bidder shall be a valid discharge of our liability for payment under this Guarantee and the Bidder shall have no claim against us for making such payment.

This unconditional and irrevocable Guarantee shall remain in full force and effect and shall remain valid until \_\_\_\_\_ (120 days from the proposal due date).

Notwithstanding any contained herein:

Our liability under this Bank Guarantee shall not exceed Indian Rs. \_\_\_\_\_ Lakhs. This unconditional and irrevocable Bank Guarantee shall be valid w.e.f. \_\_\_\_\_ (Date of Submission of Proposal) to \_\_\_\_\_.

We are liable to pay the guaranteed amount or any part thereof under this unconditional and irrevocable Bank Guarantee only and only if DIRECTOR OF MINES, Govt. of Odisha, serves upon us a written claim or demand on or before \_\_\_\_\_.

Authorized Signatory  
For Bank

## **Appendix-IX**

### **APPROACH PAPER ON METHODOLOGY PROPOSED FOR PERFORMING THE ASSIGNMENT**

The approach and methodology should be detailed, precise and in line with the objective that this Project envisages to assist towards the Mining Sector. Amongst aspects necessary, Methodology should at least cover the following:

- 1) Understanding of the Assignment
  
- 2) Approach & Methodology suggested
  
- 3) Structure for successful implementation of the project – Analysis of the available project Structure
  
- 4) Work Plan and timeline



**Appendix-X**  
**[Draft Form of Agreement]**

STANDARD FORM OF CONTRACT FOR “Undertaking complete assignment on turnkey basis to prepare Environmental Clearance proposal including Environmental Impact Assessment Study and all related activities thereof leading to Environmental Clearances from Ministry of Environment , Forest & Climate Change (MoEF & CC), Govt. of India and other statutory clearances from State Pollution Control Board, Odisha in respect of Kalimati Manganese Block, comprised in two villages ( Balda & Badakalimati) under Barbil Tehsil of Keonjhar District, Odisha”

**Between**

[Name of the Client] \_\_\_\_\_

**And**

[Name of the Consultant] \_\_\_\_\_

**Dated:** \_\_\_\_\_

“Undertaking complete assignment on turnkey basis to prepare Environmental Clearance proposal including Environmental Impact Assessment Study and all related activities thereof leading to Environmental Clearances from Ministry of Environment , Forest & Climate Change (MoEF & CC), Govt. of India and other statutory clearances from State Pollution Control Board, Odisha in respect of Kalimati Manganese Block, comprised in two villages ( Balda & Badakalimati) under Barbil Tehsil of Keonjhar District, Odisha”

This CONTRACT (hereinafter called the “Contract”) is made the \_\_\_\_\_ day of the month of \_\_\_\_\_, 2019, between on the one hand, CGM Land, DIRECTOR OF MINES at Bhubaneswar (hereinafter called the “Client”) and, M/s \_\_\_\_\_ a body corporate / firm having its Registered Office / Head Office at \_\_\_\_\_ through its authorized Directors / Partner /Representative \_\_\_\_\_ on the other hand, (hereinafter called the “Consultants”).

WHEREAS

- A. The Client has requested the Consultants to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the “Services”);
- B. The Consultants, having represented to the Client that they have the required professional skills, personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract; and

NOW THEREFORE THE parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract.
  - a. The General Conditions of Contract (hereinafter called “GC”).
  - b. The Bidding terms of Contract
  - c. All sections

2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract; in particular:
- a. The Consultants shall carry out the Services in accordance with the provisions of the Contract; and
  - b. The Client shall make payments to the Consultants in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written

FOR AND ON BEHALF OF  
[NAME OF THE CLIENT]

By \_\_\_\_\_  
(Authorized Representative)

FOR AND ON BEHALF OF  
[NAME OF THE CONSULTANT]

By \_\_\_\_\_  
(Authorized Representative)

**Annexure-I**  
**Time Line for Getting EC**

Activity/ Month -- →	-1	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
<b>Approval of Mining Plan</b>																				
(1) Submission of Form-1																				
(2) EAC Appraisal for TOR																				
(3) Baseline Data Collection																				
(4) Preparation of Draft EIA																				
(5) Submission of Draft EIA for PH																				
(6) Notice for PH																				
(7) Public Hearing																				
(8) Final EIA preparation																				
(9) Application for Form-2																				
(10) Acceptance of EC Application																				
(11) EC Presentation to EAC																				
(12) Processing at MoEF&CC																				
(13) Grant of EC																				

Note: Month-1 Starts after awarding of Project which is planned from June, 2022