



**Government of Odisha
Housing & Urban Development Department**

Date: 18.12.2019

ADDENDUM TO NOTICE INVITING REQUEST FOR PROPOSAL (RFP)

The clarification to the pre-bid queries from different bidders under RFP for Digital Door & Street Numbering in 112 ULBs of Odisha is added along-with the Addendum. Please refer to Website: urbanodisha.gov.in for complete details and downloading the Document. The last date of submission of bids is 07.01.2020 at 3.30 PM.

Director Municipal Administration

Clarification to the Pre-Bid Queries from different bidders under RFP for Digital Door & Street Numbering in 112 ULBs of Odisha

Sl.No	Reference No.	Description	Queries	Clarifications
1	Pg 18, 3.10	As per Ministry of Micro Small & Medium Enterprises, New Delhi vide Gazette Notification dated 23.03.2012 MSME/NSIC registered companies are exempted from purchasing Tender document and submission of EMD.	We request you to consider and exempt NSIC/MSME companies from submission of Tender Fee and EMD	This not being a purchase or works tender, no exemption for this type of services can be extended.
2	Pg 8, 2.4 (B)	As per Government / CVC tender norms, Average Annual Turnover is fixed at approx. 50-60% of Estimated Project Value. We assume that project value is around Rs. 15 Crores.	We request you to consider/revise Average Annual Turnover to Rs. 7 Crores in Minimum Eligibility Criteria and Evaluation Criteria.	No change in RFP condition. Consortium bid is allowed
3	Pg 7, 2.4 (A)	Number of properties in as per " Minimum Eligibility Criteria " is <u>at least 200,000 households or Properties</u> , whereas, in " Section-6:Data Sheet " it is mentioned as <u>at least 100,000 households or Properties.</u>	We request you review/revise.	For eligibility at least one project for 2 lakh house hold is kept. But for technical Score project of 1 lakh house hold is considered to known total similar work done. No change in RFP
4	Pg 28, Clause 4.6.1, [C]	We request you to remove "For every additional Rs. 5.0 Cr turnover- 5 marks each subject to maximum 25 marks" clause in Evaluation Criteria.		No change. Consortium turnover will be considered.
5	Pg 29, Note 2	We request you to remove Note in page no. 29. The clause is "However if the number of qualified bidders becomes more than 6, then top 6 qualified bidders based on technical score will be considered for Financial bid opening".		No change since least cost being followed competition between best 6 will give selection among comparable parties. Followed in WB tenders

6		We would like to know, if HUDD has any intention to shortlist multiple vendors and split the entire work.		Single party/consortium being considered to have uniformity throughout the State.
7(A)	Pg. No. 7; Cl. 2.4.1 of the RfP	...applicant should be a company incorporated under The Companies Act, 1956 or The Companies Act, 2013 or a partnership firm or a limited liability	we request you to change it to "...applicant should be a company registered under Indian Company Act 1956/2013/ a society registered under the Societies Registration Act, 1860 / a trust registered under the Indian Trusts Act, 1882 / a Limited Liability Partnership registered under 'The Limited Liability Partnership Act, 2008/ Any other relevant Act in India ... " as it is usually mentioned in standard RFPs floated by government organizations in India so as not to exclude a proper and deserving legal entity.	OK. Clause 2.41 to read as" applicant should be a company registered under Indian Company Act 1956/2013/ a society registered under the Societies Registration Act, 1860 / a trust registered under the Indian Trusts Act, 1882 / a Limited Liability Partnership registered under 'The Limited Liability Partnership Act, 2008/ Any other relevant Act in India'" Refer Addendum.
7	Page 27, Clause 3.10	An EMD of INR 10,00,000 (Indian Rupees Ten Lakhs only) in the form of an demand draft from any Scheduled Commercial bank in India and drawn in favour of the Direct Municipal Administration and payable at Bhubaneswar, must be submitted along with the Proposal.	We request department to please provide EMD exemption for the NSIC listed Vendors, as per Gov mandate those Firms listed in NSIC as MSME firms are exempted to pay the EMD amount , so we request department to provide the same	Reply pl refer SL-1

8	Minimum Eligibility Criteria, page no 7	A) The applicant must have completed at least one similar assignment for Digital Door Numbering or property mapping using GIS in a city/cities/state covering at least 200,000 households or Properties for any ULB / government department in last 5 years ending 30th October,2019 with contract value of more than Rs 2.0 cr. Copy of contract and client certificate of completion to be furnished	We request department to please consider our below request for this caluse, The applicant must have completed at least one similar assignment for Digital Door Numbering or property mapping or any other relevnt work by using GIS/MIS in a city/cities/state/forest covering at least 200,000 households or Properties or tress / for any ULB / government department in last 5 years ending 30th October,2019 with contract value of more than Rs 45 Lacs Copy of contract and client certificate of completion to be furnished"	No change in RFP condition. Consortium can be formed to meet the requirements
9	D. Marking of Key Experts, page 39	Qualification of Team Leader cum Project Manager: <ul style="list-style-type: none"> • M. Sc. (Geography or GIS)/ M. Tech (Remote Sensing)/ Post Graduate Diploma in Remote Sensing & GIS- 5 marks • Should have experience of at least 15 years- 3 marks • Should have experience of at least 2 assignment of GIS mapping- 7 marks 	We request department to please amend the criteria <ul style="list-style-type: none"> • M. Sc. (Geography or GIS)/ M. Tech (Remote Sensing or any relevent qualification)/ Post Graduate Diploma in Remote Sensing & GIS/IT Works - 5 marks • Should have experience of at least 9 years- 3 marks • Should have experience of at least 2 assignment of GIS/MIS work - 7 marks 	Experience changed to 10 years from 15 years. Refer Addendum.

10	D. Marking of Key Experts, page 39	<p>Qualification of Sr. GIS Expert:</p> <ul style="list-style-type: none"> • B.E /B.Tech (Computer/ IT) or M.Sc. (IT/ Geography/ Geoinformatics)/)/ M. Tech (Remote Sensing)/ Post Graduate Diploma in Remote Sensing & GIS – 3 marks • Should have 8 years' experience- 2 marks • Should have experience of at least 2 assignment of GIS mapping- 5 marks 	<p>We request department to please Amend the clause</p> <p>Qualification of Sr. GIS Expert:</p> <ul style="list-style-type: none"> • B.E /B.Tech (Computer/ IT) or M.Sc. (IT/ Geography/ Geoinformatics)/)/ M. Tech (Remote Sensing)/ Post Graduate Diploma in Remote Sensing & GIS/MIS – 3 marks • Should have 4 years' experience- 2 marks • Should have experience of atleast 2 assignment of GIS mapping/MIS - 5 marks 	No change in RFP
11	Clause 4.6.1 (ii), page no 28	<p>Similar Experience of Applicant</p> <p>Maximum Marks- 30</p> <p>Experience of completing similar assignment for Digital Door Numbering or property mapping using GIS in a city/cities/state covering at least 100,000 households or Properties for any ULB/ULBs / government department/States in the last 5 years ending 30th October, 2019 with contract value of more than Rs 2.0 cr. List all projects meeting the above criteria.</p> <p>Marking based on total number of Households / Properties.</p> <p>i. For First 1 .0 lakh Properties - 10 Marks</p> <p>ii. For every additional 1 lakh household/Property over and above 1.0 lakhs --- 5 marks each subject to maximum 30 marks</p>	<p>We request department to please amend this clause "Experience of completing similar assignment for Digital Door Numbering or property mapping/ any other relevant work using GIS/MIS in a city/cities/state. Forest covering at least 100,000 households or Properties for any ULB/ULBs / government department/States in the last 5 years ending 30th October, 2019 with contract value of minimum Rs 25 lacs."</p>	No change in RFP

12	Page 27, Clause 3.10	We are referring to EMD	We would like to request you to approve the EMD exemption for MSME companies with NSIC certificate.	Please refer SL-1 reply
13	Page No -47, Issuance of DDN, Point 1	The agency shall identify and digitize the boundaries of all the 112 Urban Local Bodies of the State. (Excluding Bhubaneswar & Berhampur). ULBs to assist Agency on deciding on properties falling under in two zones in boundaries.	Does Municipal Administration have Reference Map	Agency to arrange digital map. Any authorisation if required for purchase shall be extended by client.
14	Page No 47, Issuance of DDN, Point 2 (i)	Full Address including Owner name, Old Holding Number (if available), Landmark	How will the agency collect data, if family members/ Plot owners will not available at the time of survey?	ULBs will assist in difficult cases when not possible during survey
15	Page No-47, Issuance of DDN, Point 2 (vi)	Geo-Coordinates with an accuracy of +or - 1 mtr and reading up to 8 (eight) decimal digits.	Due to poor satellite connectivity GPS accuracy may be increase.	Clause Amended to read "accuracy of + or - 1 MTR to 3 MTR" Refer Addendum.
16	Page No-48, Point 11	The House numbering system shall be sequential and continuous	If Agency found family members/ Plot owners will not available at the time of survey, then how they will maintain the sequential and continuous DNN.	The property to be given sequential Number. Missing information cases to be reviewed with ULB.
17	Page No-8. 2.4 Minimum Eligibility Criteria Note d	Applicant/Consortium/J V members shall also submit details of all on going litigations of the company and its associates. Any non-disclosure shall result in forfeit of EMD and/or rejection of Bid.	Request you to kindly remove this clause	Changed to "any on going litigation relating to blacklisting" Refer Addendum.
18	PageNo-51 Operation & Maintenance of DDN Portal, point No 6	In case the solution requirement provided by the selected agency is not as per standards mentioned in the RFP, the agency shall update/ modify the solution as per RFP requirements and/or to the satisfaction of DMA.	Request you to kindly remove this clause from the RFP. No modifications will be carried out by any vendor after the UAT and GoLive	This clause is deleted Refer Addendum.

19	Page No-57 VII.Payment Terms , Serial No 6	Monthly as quoted by the selected agency at Sr. No. 3 of financial proposal.	Request you to kindly consider as Monthly in advance as quoted by the selected agency at Sr. No. 3 of financial proposal.	No change in RFP
20	Page No 29, IX. Team Composition During Implementation :	Team Leader • M.Sc. (Geography or GIS)// M. Tech (Remote Sensing)/ Post Graduate Diploma in Remote Sensing & GIS • Should have experience of at least 15 years • Should have experience of at-least 2 assignment of GIS mapping	Request you to kindly consider as • M.Sc. or M.Phil (Geography or GIS /M. Tech (Remote Sensing)/ Post Graduate Diploma in Remote Sensing & GIS • Should have experience of at least 15 years • Should have experience of at-least 2 assignment of GIS mapping	Clause modified to add M-Phil Refer Addendum.
21	Page No-36 PART- C : TECHNICAL PROPOSAL SUBMISSION FORMS	The applicant must have completed at least one similar assignment for Digital Door Numbering or property mapping using GIS in a city/cities/state covering at least 200,000 households or Properties for any ULB / government department in last 5 years ending 30 October,2019 with contract value of more than Rs 2.0 cr. Copy of contract and client certificate of completion to be furnished.	Request you to consider Work order/Completion certificate/ Agreement copy. for the similar assignment.	Work order/Agreement copy along with client certificate of completion of 2 lakh house hold is required. No change in RFP
22	Page No-07 Section -2 point 2.4.1 Minimum eligibility criteria	The applicants may also bid by way of consortium/joint Venture. However, the total number of members in a consortium/joint Venture shall be limited to 2 (two).	Request you to allow the total number of members in a consortium/joint Venture to 3 (three).	No change in RFP

23	Page No -09 Section -2 point v	For technical eligibility either of the consortium member must meet individually the criteria specified above at 2.4.1 (A).	We assume that either of the consortium member can individually meet both minimum eligibility criteria and technical eligibility, kindly clarify?	2.4.1 (A) is technical eligibility has to be met by Lead member or the member not jointly. Financial criteria can be met jointly. No change in RFP
24	Page No 47&53 Part- F : TERM OF REFERENCE a. Issuance of DDN point no. 4 and III. Technical Requirements Data hosting	The agency shall maintain and host on cloud the database of DDN on servers, through commercial cloud vendors after approval of Department All data related to the Unique Addressing Solution will be hosted on DMA server after DDN go-live.	Should the DDN database and solution be hosted and maintained on private cloud or on DMA servers, kindly clarify?	Will be maintained at State Data Centre
25	Page No -56 Project Deliverables point vii	Integration with existing applications	kindly provide the list of existing applications with which the proposed DDN solution need to be integrated with.	As & when work is assigned the Bidder do not reserve the right to refuse and the additional cost can be mutually agreed.
26	Page No-48 Part- F : TERM OF REFERENCE a. Issuance of DDN point no. 10	The format of the DDN and street numbering shall be designed by the agency with the approval of Department. Sample format ABC ABC 123 123 123 State City Sector/ Area Code Street House / for split of plots-for extension	using special characters like / for extensions and mutations becomes counter intuitive and allows for the same old issues of non standard addressing, the objective should be to have a constant value like a mobile number of 10digits to ensure that when people communicate and share the DDN it should not lead to confusion and a system/computer should be able to provide an instant result, which is not possible if the format is not constrained. Kindly clarify?	No change in RFP

27	<p>Page No-48 Part- F : TERM OF REFERENCE a. Issuance of DDN point no. 18</p>	<p>Each and every number should be linked with Google Map so that Location searching can be done by that number. The agency will be responsible for providing all necessary support and authorization as and when required.</p>	<p>Integration with google maps for navigation is possible, however to mandate that the system should be searchable on google maps or any 3rd party interface is a matter of mutual agreement between the 3rd party and the government/vendor, the ideal outcome is for google to agree to make DDN searchable on map search however this cannot be a mandate as google maps is not owned or managed by any vendor, the vendor can only request google to enable search. On the other hand, DDN can be made searchable on any govt owned platforms and vendor platforms. kindly clarify?</p>	<p>Necessary Letters requesting Google will be given by Client and if Google agrees the related work to be done by bidder.</p>
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28	<p>Page no-28 Section-6 Clause 4.6.1 Point A similar Experience of applicant</p>	<p>Experience of completing similar assignment for Digital Door Numbering or property mapping using GIS in a city/cities/state covering at least 100,000 households or Properties for any ULB/ULBs / government department/States in the last 5 years ending 30th October,2019 with contract value of more than Rs 2.0 cr. List all projects meeting the above criteria. Marking based on total number of Households / Properties.</p>	<p>Kindly modify the similar experience clause as: Experience of completing (or initiating) similar assignment for Digital Door Numbering or property mapping using GIS in a city/cities/state covering at least 100,000 households or Properties for any ULB/ULBs / government department/States in the last 5 years ending 30th October,2019 with contract value of more than Rs 2.0 cr. List all projects meeting the above criteria. Marking based on total number of Households / Properties. (please accept Documents: work orders, completion certificates, sub- contract agreements, partial completion certificates), since the DDN projects are new across the country, no projects have been fully completed thus request to take agreements, work orders)</p>	<p>Agreement with client certificate indicating number of House hold completed is needed even on-going projects will be considered if minimum Households are complete.</p>
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29	Page no-28 Section-6 Clause 4.6.1 Point B Number of similar projects	Number of Similar Project: Experience of completing similar assignment for Digital Door Numbering or property mapping using GIS in a city/cities/state covering at least 100,000 households or Properties for any ULB/ULBs / government department/States in the last 5 years ending 30th October,2019 with contract value of more than Rs 2.0 cr. List all projects meeting the above criteria. Marking based on total number of Projects in last 5 years.	Since the scope of the project is DDN, property mapping experience with GIS is too broad and doesnt guarantee the right technology intervention or experience to deliver the right outcome, as the scope of work suggests the delivery is more IT and Tech focussed than just survey, however the whole eligibility criteria is stressing on survey and GIS capabilities, how does this account for technology capabilities?, humbly request you to have a section to score technology and tehcnical abilities with a live demontsatration or technical presentation.	No change in RFP
30	2.4.1, A, Page 7-8	The applicant must have completed at least one similar assignment for Digital Door Numbering or property mapping using GIS in a city/cities/state covering at least 200,000 households or Properties for any ULB /government department in last 5 years ending 30th October,2019 with contract value of more than Rs 2.0 cr.	Request to amend as: The applicant must have completed at least one assignment for property mapping or utility mapping using GIS in a city covering 30,000 Households for any ULB / government department in last 5 financial years ending 31st March 2019.	No change in RFP

31	<p>Clause 4.6.1 (ii), A, Page 28</p>	<p>Similar Experience of Applicant Maximum Marks- 30 Experience of completing similar assignment for Digital Door Numbering or property mapping using GIS in a city/cities/state covering at least 100,000 households or Properties for any ULB/ULBs / government department/ States in the last 5 years ending 30th October,2019 with contract value of more than Rs 2.0 cr.</p> <p>List all projects meeting the above criteria. Marking based on total number of Households / Properties.</p> <p>i. For First 1 .0 lakh Properties - 10 Marks ii. For every additional 1 lakh household/Property over and above1.0 lakhs --- 5 marks each subject to maximum 30 marks</p>	<p>Request to amend as:</p> <p>Similar Experience of Applicant Maximum Marks- 30 Experience of completing similar assignment for Digital Door Numbering or property mapping using GIS in a city/cities/state covering at least 30,000 households or Properties for any ULB/ULBs / government department/ States in the last 5 years ending 31st March 2019.</p> <p>List all projects meeting the above criteria. Marking based on total number of Households / Properties.</p> <p>i. For First 30,000 Properties - 10 Marks ii. For every additional 30,000 household/Property over and above 30,000 --- 5 marks each subject to maximum 30 marks</p>	<p>No change</p>
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32	Clause 4.6.1 (ii), Page 28	<p>Number of Similar Project: Experience of completing similar assignment for Digital Door Numbering or property mapping using GIS in a city/cities/state covering at least 100,000 households or Properties for any ULB/ULBs / government department/States in the last 5 years ending 30th October,2019 with contract value of more than Rs 2.0 cr.</p> <p>List all projects meeting the above criteria. Marking based on total number of Projects in last 5 years.</p> <p>1 Project as above- 5 marks For every additional project as above 5 marks each subject to maximum 15 marks</p>	<p>Request to amend as:</p> <p>Number of Similar Project: Experience of completing similar assignment for Digital Door Numbering or property mapping using GIS in a city/cities/state covering at least 30,000 households or Properties for any ULB/ULBs /government department/States in the last 5 years ending 31st March 2019. List all projects meeting the above criteria. Marking based on total number of Projects in last 5 years.</p> <p>1 Project as above- 5 marks For every additional project as above 5 marks each subject to maximum 15 marks</p>	No change
33	Page 26	<p>Clause 2.2 Method of Selection: Quality & lowest Cost based selection</p> <p>Clause 2.6.1 (b) Minimum qualifying technical score: 80</p>	<p>Request to make this L1 bid, with minimum qualifying marks as 70marks.</p>	No change

34			<p>DNN bidders need to have clarity on the effort estimate to quote a fair price, this being least cost evaluation. There is a lot of subjectiveness in the DNN ToR. There is no clarity in method (mapping, scale, validation, etc.) and technical specification.</p> <p>The technical qualification of 80 marks, but surprisingly has no link with technical solution, capability and local capacity, crucial to implementation.</p> <ul style="list-style-type: none"> - The agency has to have prior DNN experience - 45 marks - should have Rs. 35 crore turn over - 25 marks - And 1 team leader, 2 GIS experts – 30 marks <p>A single agency is proposed to be selected for 112 ULBs! It is not clear that how with 3 persons it is going to manage 112 ULB.</p> <p>The crucial evaluation regarding local experience, survey personnel, GIS mapping capacity/ capability, WebGIS/ Mobile app development expertise, etc. are missing.</p> <p>It looks like a deliberate tender to keep away local participation. No vendor in Odisha will qualify for this. Whereas, they are ideally poised for the job</p>	<ol style="list-style-type: none"> 1. The deliverables have been specified and accuracy of GIS mapping is also specified. Survey method and application for online uploading of survey data etc. have also been specified in the TOR. Limiting to specific method was considered as limiting completion. 2. The technical requirement of similar work of GIS based mapping of Property/ DDN of 2 lakh house hold ensure the bidder's capability and capacities. Having more exp of similar work has more marking. 3. Experience of similar work Contract value specifies bidders capability to handle large contract which is required in this as one bidder to perform for 112 ULBs. This was followed to have uniformity throughout the state. 4. By allowing the bidder to form consortium, local expertise for survey or work which can be more economically handled by local parties can join to have best of large party with similar Exp & of local expertise. 5. Evaluation of Key Experts is only considered for CV marking. But number of total team is left open to bidder to deliver within time line specified. 6. The client reserves the right to fix the criteria for selection of vendor for optimising the benefit and to ensure quality of services required. <p>Hope this Clarifies.</p>
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ADDENDUM NO -1

Addendum No-1 to RFP NO 21896 Dated 27.11.2019 RFP for Digital Door & Street Numbering in 112 ULBs of Odisha.

This addendum No-1 is issued to amend following conditions of above RFP:

- 1. Clause 2.41 to read as” applicant should be a company registered under Indian Company Act 1956/2013/ a society registered under the Societies Registration Act, 1860 / a trust registered under the Indian Trusts Act, 1882 / a Limited Liability Partnership registered under 'The Limited Liability Partnership Act, 2008/ Any other relevant Act in India”**
- 2. Data Sheet Clause- 4.6.1 (ii)- D. Qualification of Team Lead and In Part-C Technical proposal, Appendix-6B-“D” Marking of Key Experts—For Team Lead ---
 - i. -In Qualification M.Sc may be read as M.Sc or MPhil.**
 - ii. “experience of at least 15 years “ changed to “experience of at least 10 years”.****
- 3. TOR- Clause-1 Scope-a. Issuance of DDN under Clause 2(vi)-accuracy amended to read “accuracy of + or - 1 MTR to 3 MTR”.**
- 4. Clause 2.4 Minimum eligibility criteria Note-D –“all on going litigation” changed to “any on-going litigation relating to blacklisting”**
- 5. TOR- Clause-1 Scope-c. Operation and maintenance of DDN portal—Clause at SL-6 – Stand DELETED.**
- 6. Standard form of contract not enclosed in rfp is now enclosed as Part-G “standard form of contract”.**
- 7. In the clauses No 4.1.2 & 4.4.2 the address for Bid submission is changed FROM “Project Director.....” to “Additional Director, State Urban Development Agency (SUDA), H & UD Department, Govt. of Odisha, Adjacent to Bhubaneswar Municipal Corporation Office, Vivekanand Marg, Bhubaneswar, PIN: 751014**
- 8. All other terms & conditions of RFP remain unaltered.**

Enclosure: Standard form of contract

Director Of Municipal Administration

Part-G: Standard form of Contract

For

**Design, Customization, Implementation and Operation
& Maintenance of Digital Door Number System in 112
ULBS of ODISHA**

Director Municipal Administrator (DMA), Housing & Urban
Development Department, Bhubaneswar

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CONTRACT FOR CONSULTANTS'

Between

Director Municipal Administrator (DMA), Housing & Urban Development
Department, Government of Odisha, Bhubaneswar

and

[name of the Consultant]

For Design, Customization, Implementation and Operation & Maintenance of Digital
Door Number System in 112 ULBS of ODISHA

Dated:

I. Form of Contract

This CONTRACT (hereinafter called the "Contract") is made the [day] day of the month of [month], [year], between **Director Municipal Administrator (DMA), Department of Housing & Urban Development Department, Government of Odisha** (hereinafter called the "Client"), or the First Party

and,

[name of Agency] (hereinafter called the "Agency") of the FIRM.

WHERE AS

- (a) the Agency, having represented to the "Client" that it has the required professional skills, personnel and technical resources, has offered to provide in response to the Tender Notice dated____ issued by the Client;
- (b) the "Client" has accepted the offer of the Agency to provide the services on the terms and conditions set forth in this Contract.

NOW, THEREFORE, IT IS HEREBY AGREED between the parties 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;
 - (b) The Special Conditions of Contract;
 - (c) The following Appendices:
 - Appendix A: Description of Services
 - Appendix B: Reporting Requirements
 - Appendix C: Staffing schedule
 - Appendix D: Cost Estimates
 - Appendix E: Duties of the "Client"
 - Appendix F: Duties of the Agency
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2. The mutual rights and obligations of the "Client" and the Agency shall be as set forth in the Contract, in particular:

- (a) the agencies shall carry out and complete the Services in accordance with the provisions of the Contract; and
- (b) the "Client" shall make payments to the Agency in accordance with the provision 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.

Signed by -----

In presence of

1. For and on behalf of the DMA, H&UD Dept.
[name of "Client"]

(Witnesses)

(i)

(ii)

In presence of

2. For and on behalf of the [name of firm]

(Witnesses)

(i)

(ii)

II. General Conditions of Contract

1. GENERAL PROVISIONS

- 1.1 **Definitions** Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:
- a. "Applicable Law" means the laws and any other instruments having the force of law in Odisha for the time being.
 - b. "Agency" means any private or public entity that will provide the Services to the "Client" under the Contract.
 - c. "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is the General Conditions (GC), the Special Conditions (SC) and the Appendices.
 - d. "Day" means calendar day.
 - e. "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
 - f. "Foreign Currency" means any currency other than the currency of the "Client's" country.
 - g. "GC" means these General Conditions of Contract.
 - h. "Government" means the Government of Odisha
 - i. "Local Currency" means Indian Rupees.
 - j. "notice" Written communication sent to Address for communication mentioned in contract.
 - k. "Party" means the "Client" or the Agency, as the case may be, and "Parties" means both of them.
 - l. "Personnel" means professionals and support staff provided by the Agency assigned to perform the Services or any part thereof; "Foreign Personnel" means such professionals and support staff who at the time of being so provided had their domicile outside the Government's country; "Local Personnel" means such professionals and support staff who at the time of being so provided had their domicile inside the Government's country; and "Key Personnel" means the Personnel referred to in Clause GC 4.2(a).
 - m. "Reimbursable expenses" means all assignment-related costs [such as travel, translation, report printing, secretarial expenses, subject to specified maximum limits in the Contract].
 - n. "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented.
 - o. "Services" means the work to be performed by the Agency pursuant to this Contract, as described in Appendix A hereto.
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- p. "Third Party" means any person or entity other than the "Client", or the Agency.
- q. "In writing" means communicated in written form with proof of receipt.

1.2 Relationship Between the Parties

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the "Client" and the Agency. The Agency, subject to this Contract, has complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3 Law Governing Contract: This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable laws of Odisha.

1.4 Headings: The headings shall not limit, alter or affect the meaning of this Contract.

1.5 Notices

1.5.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered post to such Party at the address specified in the SC.

1.5.2 A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.

1.6 Location: The Services shall be performed at **112 ULBS of ODISHA as are specified in Annexure-A hereto** and, where the location of a particular task is not so specified, at such locations, as the "Client" may approve.

1.7 Authorized Representatives: Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the "Client"

or the Agency may be taken or executed by the officials specified in the SC.

1.8 Taxes and Duties: The Agency and Personnel shall be liable to pay such direct and indirect taxes, duties, fees and other impositions levied under the applicable laws of India/Odisha except GST, which shall be payable as per applicable rate.

1.9 Fraud and Corruption

1.9.1 Definitions: It is the Client's policy to require that Clients as well as Agency observe the highest standard of ethics during the execution of the Contract. In pursuance of this policy, the Client defines, for the purpose of this provision, the terms set forth below as follows:

- (i) "corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of any thing of value to influence the action of a public official in the selection process or in contract execution;
- (ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
- (iii) "collusive practices" means a scheme or arrangement between two or more Agency, with or without the knowledge of the Client, designed to establish prices at artificial, non-competitive levels;
- (iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;

1.9.2 Measures to be taken by the Client

- a. The Client may terminate the contract if it determines at any time that representatives of the Agency were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the Agency having taken timely and appropriate action satisfactory to the Client to remedy the situation;
- b. The Client may also sanction against the Agency, including declaring the Agency ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Agency has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Client-financed contract;

1.9.3 Commissions and Fees

At the time of execution of this Contract, the Agency shall disclose any commissions or fees that may have been paid or are agreed to be paid to agents, representatives, or

commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract: This Contract shall come into force and effect on the date (the "Effective Date") of the "Client's notice to the Agency instructing the Agency to begin carrying out the Services. This notice shall confirm that the conditions precedent and effectiveness conditions, if any, listed in the SC have been met.

2.2 Termination of Contract for Failure to Become Effective: If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as specified in the SC Client may, by not less than twenty one (21) days written notice to the Agency, declare this Contract to be null and void, and forfeit the EMD.

2.3 Commencement of Services: The Agency shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.

2.4 Expiration of Contract: Unless terminated earlier pursuant to Clause GC 2.9 hereof, this Contract shall expire at the end of such time period as specified in the SC.

2.5 Entire Agreement: This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein.

2.6 Modifications or Variations:

- (a) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clause GC 7.2 hereof, however, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
- (b) In cases of substantial modifications or variations, the prior written consent of the Client is required.

2.7 Force Majeure

2.7.1 Definition

- a. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.
- b. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party's Sub-Agency or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.
- c. Subject to clause 2.7.2, Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

2.7.2 No Breach of Contract: The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

2.7.3 Measures to be Taken:

- a. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- b. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- c. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- d. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Agency, upon instructions by the "Client", shall either demobilize or continue with the Services to the extent possible, in which case the Agency shall continue to be paid proportionately and on prorate basis, under the terms of this Contract.
- e. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC 8.

2.8 Suspension: The "Client" may, by written notice of suspension to the Agency, suspend all payments to the Agency hereunder if the Agency fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall allow the Agency to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the Agency of such notice of suspension.

2.9 Termination

2.9.1 By the “Client”: The “Client” may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (i) of this Clause GC 2.9.1..

- a. If the Agency fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the “Client” may have subsequently approved in writing.
- b. If the Agency becomes (or, if the Agency 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 Agency fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.
- d. If the Agency, in the judgment of the “Client”, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- e. If the Agency submits to the “Client” a false statement which has a material effect on the rights, obligations or interests of the “Client”.
- f. If the Agency places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Client.
- g. If the Agency 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 Agency to improve the quality of the services.
- h. If, as the result of Force Majeure, the Agency is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- i. If the “Client”, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.9.1.1 In such an occurrence the “Client” shall give a not less than thirty (30) days’ written notice of termination to the Agency, and sixty (60) days’ in case of the event referred to in (i).

2.9.2 By the Agency: The Agency may terminate this Contract, by not less than thirty (30) days’ written notice to the “Client”, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause GC 2.9.2.

- a. If the "Client" fails to pay any money due to the Agency pursuant to this Contract and not subject to dispute pursuant to Clause GC 8 hereof within forty-five (45) days after receiving written notice from the Agency that such payment is overdue.
- b. If, as the result of Force Majeure, the Agency is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- c. If the "Client" fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.
- d. If the "Client" 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 Agency may have subsequently approved in writing) following the receipt by the "Client" of the Agency's notice specifying such breach.

2.9.3 Cessation of Rights and Obligations: Upon termination of this Contract pursuant to Clauses GC 2.2 or GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof, (iii) the Agency's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.6 hereof, and (iv) any right which a Party may have under the Law.

2.9.4 Cessation of Services: Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Agency shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Agency and equipment and materials furnished by the "Client", the Agency shall proceed as provided, respectively, by Clauses GC 3.9 or GC 3.10 hereof.

2.9.5 Payment upon Termination: Upon termination of this Contract pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the "Client" shall make the following payments to the Agency:

- a. If the Contract is terminated pursuant to Clause 2.9.1 (h), (i) or 2.9.2, remuneration pursuant to Clause GC 6.3(h) (i) hereof for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures
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pursuant to Clause GC 6.3(h)(ii) hereof for expenditures actually and reasonably incurred prior to the effective date of termination;

- b. If the agreement is terminated pursuant of Clause 2.9.1 (a) to (g), the Agency shall not be entitled to receive any agreed payments upon termination of the contract. However, the "Client" may consider to make payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to the Client. Applicable Under such circumstances, upon termination, the client may also impose liquidated damages as per the provisions of Clause 9 of this agreement. The Agency will be required to pay any such liquidated damages to client within 30 days of termination date.

2.9.6 Disputes about Events of Termination: If either Party disputes whether an event specified in paragraphs (a) through (h) of Clause GC 2.9.1 or in Clause GC 2.9.2 hereof has occurred, such Party may, within forty-five (30) days after receipt of notice of termination from the other Party, refer the matter to Clause GC 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. OBLIGATIONS OF THE AGENCY

3.1 General

3.1.1 Standard of Performance: The Agency shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Agency shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the "Client", and shall at all times support and safeguard the "Client's legitimate interests in any dealings with Sub-Consultancy firm/agency or Third Parties.

3.2 Conflict of Interests: The Agency shall hold the "Client's interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. If during the period of this contract, a conflict of interest arises for any reasons, the Agency shall promptly disclose the

same to the Client and seek its instructions.

3.2.1 Agency not to benefit from Commissions, Discounts, etc.:

- a. The payment of the Agency pursuant to Clause GC 6 hereof shall constitute the agency's only payment in connection with this Contract and, subject to Clause GC 3.2.2 hereof, the Agency shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Agency shall use its best efforts to ensure that any Personnel and agents of either of them, similarly shall not receive any such additional payment.
- b. Furthermore, if the Agency, as part of the Services, has the responsibility of advising the "Client" on the procurement of goods, works or services, the Agency shall comply with the Client's applicable procurement guidelines, and shall at all times exercise such responsibility in the best interest of the "Client". Any discounts or commissions obtained by the Agency in the exercise of such procurement responsibility shall be for the account of the "Client".

3.2.2 Agency and Affiliates Not to Engage in Certain Activities: The Agency agrees that, during the term of this Contract and after its termination, the Agency and any entity affiliated with the Agency, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Agency's Services for the preparation or implementation of the project.

3.2.3 Prohibition of Conflicting Activities: The Agency shall not engage, and shall cause their Personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

3.3 Confidentiality: Except with the prior written consent of the "Client", the Agency and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Agency and its Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

3.4 Insurance to be Taken out by the Agency: The Agency (i) shall take out and maintain, at their own cost but **on terms and conditions approved by the "Client"**, insurance against the risks, and for the coverages specified in the SC, and (ii) at the "Client's request, shall provide evidence to the "Client" showing that such insurance has been taken out and maintained and that the current premiums therefore have been

paid.

3.5 Accounting, Inspection and Auditing: The Agency (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and (ii) shall periodically permit the "Client" or its designated representative and/or the Client, and up to five years from expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the "Client" or the Client, if so required by the "Client" or the Client as the case may be.

3.6 Agency's Actions Requiring "Client's Prior Approval: The Agency shall obtain the "Client's prior approval in writing before taking any of the following actions: (a) Any change or addition to the DESCRIPTION OF SERVICES of Appendix A.

3.7 Reporting Obligations: The Agency shall submit to the "Client" the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix. Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.

3.8 Documents Prepared by the Agency to be the Property of the "Client": All plans, drawings, specifications, designs, reports, other documents and software prepared by the Agency for the "Client" under this Contract shall become and remain the property of the "Client", and the Agency shall, not later than upon termination or expiration of this Contract, deliver all such documents to the "Client", together with a detailed inventory thereof. The Agency may retain a copy of such documents, but shall not use anywhere, without taking permission, in writing, from the Client and the Client reserves right to grant or deny any such request.. If license agreements are necessary or appropriate between the Agency and third parties for purposes of development of any such computer programs, the Agency shall obtain the "Client's prior written approval to such agreements, and the "Client" shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.

3.9 Equipment, Vehicles and Materials Furnished by the "Client": Equipment, vehicles and materials made available to the Agency by the "Client", or purchased by the Agency wholly or partly with funds provided by the "Client", shall be the property of the

“Client” and shall be marked accordingly. Upon termination or expiration of this Contract, the Agency shall make available to the “Client” an inventory of such equipment, vehicles and materials and shall dispose of such equipment and materials in accordance with the “Client’s” instructions. While in possession of such equipment, vehicles and materials, the agency, unless otherwise instructed by the “Client” in writing, shall insure them at the expense of the “Client” in an amount equal to their full replacement value.

3.10 Equipment and Materials Provided by the Agency: Equipment or materials brought into the Government’s country by the Agency and the Personnel and used either for the Project or personal use shall remain the property of the Agency or the Personnel concerned, as applicable.

4. AGENCY’S PERSONNEL

4.1 General: The agency shall provide such services as are required to carry out the Services as per Appendix-A.

4.2 Description of Personnel:

- a. The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Agency’s Key Experts are as per the Agency’s proposal and are described in Staffing Schedule at Appendix C.
 - b. If required to comply with the provisions of Clause GC 3.1.1 hereof, adjustments with respect to the estimated periods of engagement of Key Experts set forth in Appendix C may be made by the Agency by written notice to the “Client”, provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1(b) of this Contract. Any other such adjustments shall only be made with the “Client’s written approval.
 - c. If additional work is required beyond the scope of the Services specified in Appendix A, the same to be agreed in writing between the parties and amount exceeding the ceiling limit specified in **agreement will be modified..**
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4.3 Approval of Personnel: The Key Experts ~~and Sub-Consultancy firm/agency~~ listed by title as well as by name in Appendix C are hereby approved by the “Client”. In respect of other Personnel which the Agency proposes to use in the carrying out of the Services, the Agency shall submit to the “Client” for review and approval .

4.4 Removal and/or Replacement of Personnel:

- a. except as the “Client” may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Agency, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Personnel, the Agency shall forthwith provide as a replacement a person of equivalent or better qualifications.

- b. If the “Client” (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Agency shall, at the “Client’s written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the “Client”.

4.5 Resident Project Manager: If required by the SC, the Agency shall ensure that at all times during the Agency’s performance of the Services a resident project manager, acceptable to the “Client”, shall take charge of the performance of such Services.

5. OBLIGATIONS OF THE “CLIENT”

5.1 Assistance and Exemptions: Unless otherwise specified in the SC, the “Client” shall use its best efforts to ensure that the Government shall:

- a. Provide the Agency and Personnel with work permits and such other documents as shall be necessary to enable the Agency or Personnel to perform the Services.
 - b. Arrange for the Foreign Personnel to be provided promptly with all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in India.
 - c. Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.
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- d. Provide to the Agency, Sub-Consultancy firm/ and Personnel any such other assistance as may be specified in the SC.

5.2 Change in the Applicable Law Related to Taxes and Duties: If, after the date of this Contract, there is any change in the Applicable Laws of Odisha with respect to taxes and duties, which are directly payable by the Agency for providing the services i.e. service tax or any such applicable tax from time to time, which increases or decreases the cost incurred by the Agency in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Agency under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GC 6.1(b).

5.3 Services, Facilities and Property of the “Client”:

- a. The “Client” shall make available to the Agency and its Personnel, for the purposes of the Services and **free of any charge**, the services, facilities and property described in Appendix E at the times and in the manner specified in said **Appendix E**.
- b. In case that such services, facilities and property shall not be made available to the Agency as and when specified in Appendix E, the Parties shall agree on any time extension that it may be appropriate to grant to the Agency for the performance of the Services.

5.4 Payment: In consideration of the Services performed by the Agency under this Contract, the “Client” shall make to the Agency such payments and in such manner as is provided by Clause GC 6 of this Contract.

5.5 Counterpart Personnel:

- a. If necessary, the “Client” shall make available to the Agency free of charge such professional and support counterpart personnel, to be nominated by the “Client” with the Agency’s advice, if specified in Appendix E.
- b. Professional and support counterpart personnel, excluding “Client’s” liaison personnel, shall work under the exclusive direction of the agency. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Agency that is consistent with the position occupied by such member, the Agency may request the replacement of such member, and the “Client” shall not unreasonably refuse to act upon such request.

6. PAYMENTS TO THE AGENCY

6.1 Total Cost of the Services

- a. The total cost of the Services payable is set forth in Appendix D as per the agency's proposal to the Client and as negotiated thereafter.
- b. Except as may be otherwise agreed under Clause GC 2.6 and subject to Clause GC 6.1(c), payments under this Contract shall not exceed the amount specified in Appendix-D.
- c. Notwithstanding Clause GC 6.1(b) hereof, if pursuant to any of the Clauses GC 4.2 (c) or 5.2 hereof, the Parties shall agree that additional payments shall be made to the Agency in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GC 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause GC 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

6.2 Currency of Payment: All payments shall be made in Indian Rupees.[In case the payment is to be made in the currency other than Indian Rupees, the same shall be mentioned instead of Indian Rupees]

6.3 Terms of Payment The payments in respect of the Services shall be made as follows:

- a. The Agency shall submit the invoice for payment when the payment is due as per the agreed terms. The payment shall be released as per the work related milestones achieved and as specified as per SC 10.
 - b. Once a milestone is completed, the Agency shall submit the requisite deliverables as specified in this Contract. The Client shall release the requisite payment upon acceptance of the deliverables. However, if the Client fails to intimate acceptance of the deliverables or its objections thereto, within 30 days of receipt of it, the Client shall release the payment to the Agency without further delay.
 - c. Final Payment : The final payment as specified in SC 10 shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Agency and approved as satisfactory by the "Client". The Services shall be deemed completed and finally accepted by the "Client" and the final report and final statement shall be deemed approved by the "Client" as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the "Client" unless the "Client", within such ninety (90) day period, gives written notice to the Agency specifying in detail deficiencies in the Services, the final report or final statement. The Agency shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount, which the
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“Client” has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract, shall be reimbursed by the Agency to the “Client” within thirty (30) days after receipt by the Agency of notice thereof. Any such claim by the “Client” for reimbursement must be made within twelve (12) calendar months after receipt by the “Client” of a final report and a final statement approved by the “Client” in accordance with the above.

- d. For the purpose of payment under Clause 6.3 (b) above, acceptance means; acceptance of the deliverables by the Client after submission by the Agency and the Agency has made presentation to the CMC / Client (Mention this if presentation is required) with / without modifications to be communicated in writing by the Client to the agency.
 - e. If the deliverables submitted by the Agency are not acceptable to the Client / CMC, reasons for such non-acceptance should be recorded in writing; the Client shall not release the payment due to the agency. This is without prejudicing the Client’s right to levy any liquidated damages under clause 9. In such case, the payment will be released to the consultant only after it re-submits the deliverable and which is accepted by the Client.
 - f. All payments under this Contract shall be made to the accounts of the Agency specified in the SC.
 - g. With the exception of the final payment under (c) above, payments do not constitute acceptance of the Services nor relieve the Agency of any obligations hereunder, unless the acceptance has been communicated by the Client to the Agency in writing and the Agency has made necessary changes as per the comments / suggestions of the Client communicated to the agency.
 - h. In case of early termination of the contract, the payment shall be made to the Agency as mentioned here with: (i) Assessment should be made about work done from the previous milestone, for which the payment is made or to be made till the date of the termination. The Agency shall provide the details of persons reasonably worked during this period with supporting documents. Based on such details, the remuneration shall be calculated based on the man month rate as specified; (ii) A reasonable assessment of the reimbursable and miscellaneous expenses shall be made based on details furnished by the Agency in this regard with supporting documents and based on the assessment of the work done and the respective rates as provided. Wherever such an assessment is difficult, the rates should be arrived at by calculating the amount on pro-rata basis. The total amount payable shall be the amount calculated as per (i) and (ii) above plus any applicable tax.
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7. FAIRNESS AND GOOD FAITH

7.1 Good Faith: The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

7.2 Operation of the Contract: The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GC 8 hereof.

8. SETTLEMENT OF DISPUTES

8.1 Amicable Settlement: Performance of the contract is governed by the terms & conditions of the contract, in case of dispute arises between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, clause GC 8.2 shall become applicable.

8.2 Arbitration: In the case of dispute arising upon or in relation to or in connection with the contract between the Client and the agency, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of 3 (three) arbitrators, one each to be appointed by the Client and the agency, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties

to reach a consensus regarding the appointment of the third arbitrator within a period of 30 days from the date of appointment of the two arbitrators, **the Presiding arbitrator shall be appointed by the Secretary of the Ministry / Department. The Arbitration and Conciliation Act, 1996** and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.

8.3 Arbitration proceedings shall be held in India at the place indicated in SC and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

8.4 The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the Client and the agency. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.

9. Liquidated Damages

9.1 The parties hereby agree that due to negligence of act of any party, if the other party suffers losses, damages the quantification of which may be difficult, and hence the amount specified hereunder shall be construed as reasonable estimate of the damages and both the parties agree to pay such liquidated damages, as defined hereunder as per the provisions of this Contract.

9.2 The amount of liquidated damages under this Contract shall not **exceed [10] % of the** total value of the contract as specified in Appendix D.

9.3 The liquidated damages shall be applicable under following circumstances:

- a. If the deliverables are not submitted as per schedule as specified in SC 10, the Agency shall be liable to pay 1% of the total cost of the services for delay of each week or part thereof.
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- b. If the deliverables are not acceptable to the Client as mentioned in Clause 6.3 (f), and defects are not rectified to the satisfaction of the Client within 30 days of the receipt of the notice, the Agency shall be liable for Liquidated Damages for an amount equal to [1]% of total cost of the services for every week or part thereof for the delay.

10. Miscellaneous provisions:

- i. "Nothing contained in this Contract shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent.
 - ii. Any failure or delay on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
 - iii. The Contractor/Agency shall notify the Client/ the Government of Odisha of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.
 - iv. Each member/constituent of the Contractor/Consultancy firm/agency, in case of a consortium, shall be jointly and severally liable to and responsible for all obligations towards the Client/Government for performance of works/services including that of its Associates/Sub Contractors under the Contract.
 - v. The Contractor/Agency shall at all times indemnify and keep indemnified the Client/Government of India against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.
 - vi. The Contractor/Agency shall at all times indemnify and keep indemnified the Client/Government of India against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Contractor's/Consultancy firm/agency's) employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Contractor/Consultancy firm/agency.
 - vii. The Contractor/ Agency shall at all times indemnify and keep indemnified the Client/Government of India against any and all claims by Employees, Workman, Contractors, sub-contractors, suppliers, agent(s), employed engaged or otherwise working for the Contractor, in respect of wages, salaries, remuneration, compensation or the like.
 - viii. All claims regarding indemnity shall survive the termination or expiry of the Contract.
 - ix. It is acknowledged and agreed by all Parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the (Contractor/Consultancy firm/agency) for any engagement, service or
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employment in any capacity in any office or establishment of the Government of India or the Client.

III. Special Conditions of Contract:

(Clauses in brackets { } are optional; all notes should be deleted in final text)

SC Clause	Ref. of GC Clause		Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.	1.5		The addresses are:
		1.	“Client” :
			Attention :
		2.	Agency :
			Attention :
2.	1.7		{insert name of member} The Authorized Representatives are: For the “Client”: For the Agency:
3.	2.1		The effectiveness conditions are the following: a. The contract to be signed within 15 days of intimation. b. Performance bank guarantee to be submitted within 15 days of contract signing.
4.	2.2		The time period shall be one months
5.	2.3		The time period shall be 15 days from effective date

6.	2.4		The time period of expiry of contract is
7.	4.5		a. The Resident Manager to be located at Bhubaneswar office of the Firm/Agency to coordinate with DMA
8.	6.1 (b)		The ceiling in local currency is Rs lakhs (Copy of Financial Proposal to be included)
9.	6.3		PAYMENT AND REPORTING SCHEDULE shall be as mentioned in TOR
10.	8.3		The Arbitration proceedings shall take place in Bhubaneswar in India.

Binding signature of Client Signed by _____ (for and on behalf of the Government of Odisha)

Binding signature of Contractor Signed by _____

(for and on behalf of _____ duly authorized vide Resolution

No _____ dated _____ of the Board of Directors of _____)

In the presence of (Witnesses)

1.

2.

APPENDIX A – DESCRIPTION OF SERVICES

Note: This Appendix will include the final Terms of Reference worked out by the “Client” and the Agency during technical negotiations, dates for completion of various tasks, place of performance for different tasks/activities, specific tasks/activities/outcome to be reviewed, tested and approved by “Client”, etc.

APPENDIX B - REPORTING REQUIREMENTS

As prescribed in RfP Copy to be enclosed

APPENDIX C – STAFFING SCHEDULE

As prescribed in RfP Copy to be enclosed

APPENDIX D – Total COST OF SERVICES IN

Total cost under this contract will be limited to Rs.....lakh inclusive of all taxes and duties. Applicable GST. **Copy of Financial Proposal**

APPENDIX E - DUTIES OF THE “CLIENT”

(Include here the list of Services, facilities and property to be made available to the Agency by the “Client”).

Bank Guarantee Format for Performance

To

**Director Municipal Administrator (DMA)
Department of Housing & Urban Development Department,
Government of Odisha**

WHEREAS.....(name and address of the contractor) (hereinafter called "the contractor") has undertaken, in pursuance of contract no dated.....to provide service of(description of services) (herein after called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the Contractor shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the contractor such a bank guarantee;

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

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

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

This guarantee shall be valid until the day of, 20.....

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

.....

(Signature of the authorized officer of the Bank)

.....

Name and designation of the officer

.....

.....

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

** Preferably at Bhubaneswar*
