



REQUEST FOR PROPOSAL
State Urban Development Agency
(SUDA)



RFP for establishment and operationalisation of 20 District Project Management Unit (PMU) in 30 Districts To Assist District Urban Development Agency And One Finance Expert & HR Expert at SUDA under Capacity Building Programme

Date: 26.08.2019

**State Urban Development Agency
Housing and Urban Development Department
Government of Odisha**

Bid Identification No. 1786 dt.26.08.2019

REQUEST FOR PROPOSAL (RFP) FOR

Consultancy for establishment and operationalisation of 20 District Project Management Unit (PMU) in 30 Districts to Assist District Urban Development Agency (DUDA) and one Finance Expert & HR expert at SUDA under Capacity Building Programme as per details in RFP Under Two Packages. State Urban Development Agency (SUDA) on behalf of the Housing & Urban Development Department, Govt. of Odisha invites sealed proposals in double cover system (Cover-I : Technical Proposal & Cover – II : Financial Proposal) from intending eligible consultants separately for consultancy package detailed below :

Sl No.	Consultancy package	Cost of RFP document (Non refundable)	Earnest Money Deposit	Assignment period (Month)
1.	Establishment and operationalisation of 20 District Project Management Unit (PMU) in 30 Districts to Assist District Urban Development Agency (DUDA) and one Finance Expert & HR expert at SUDA under Capacity Building Programme as per details in RFP Under Two Packages.	Rs.15,000/-	Rs.5.00 lakh	24 (Twenty four) Extendable by 12 months

The complete RFP documents can be viewed / downloaded from the State Govt./SUDA portal www.urbanodisha.gov.in and www.sudaodisha.org from 27.08.2019 (10.00 hrs IST) to 10.09.2019 (17.00 hrs. IST). RFP must be submitted through registered/ speed post/ courier or by hand only. SUDA will not assume any responsibility if any portion of the RFP document is excluded or modified in the downloaded document. Bidding in joint venture / consortium is not allowed. A Bidder can submit offer for all packages but can be considered for award of Maximum one package.

The authority reserves the right to reject any or all the bids without assigning reason thereof.

Further details are available in the State Govt./SUDA portal www.urbanodisha.gov.in & www.sudaodisha.org

ADDITIONAL DIRECTOR, SUDA

Invitation for Bid

RFPNo:1786

Bhubaneswar, Dated: 26th August, 2019.

Sealed proposals are invited by the State Urban Development Agency (SUDA), Housing and Urban Development Department from amongst consultancy firms/agencies for **establishment and operationalisation for establishment and operationalisation of 20 District Project Management Unit (PMU) in 30 Districts to Assist District Urban Development Agency (DUDA) and one Finance Expert & HR Expert at SUDA under Capacity Building Programme as per details at Annexure-A Under Two Packages.** The contract is for a period of Two years and can be extended for additional one year. The Firm to be selected on Quality and Cost Based Selection (QCBS) process. The bidders have to submit a Technical and Financial proposal Package wise for both the packages. However maximum one Package can be awarded to single bidder. Further details of the services requested are provided in the various annexure enclosed with this letter.

1. Completed Proposal for the work in prescribed format shall be received up to **10th, September'2019 up to 1 PM.**
2. The sealed proposals can be sent well in advance by registered post or speed post or in person to the **State Urban Development Agency (SUDA), H & UD Department ,Govt. of Odisha, Adjacent to Bhubaneswar Municipal Corporation Office, Vivekanand Marg, Bhubaneswar , PIN: 751014 ,Email : sudaodisha1990@gmail.com** Bidders can also submit proposal by hand to above office for which necessary gate pass can be issued for submission of offer.
3. The Proposal received shall be opened on **10thSept., 2019 itself at 4 P.M.** in the presence of representatives of bidders. Bidders are requested to ensure presence of their representative at the time of opening of the bid, who must submit an authorization letter from the bidder.
4. This RFP includes the following documents:
 - i. This Letter of Invitation
 - ii. Instructions to Bidders (see Annexure - I)
 - iii. Data Sheet and Check List (see Annexure - II)
 - iv. Technical Proposal Standard Forms (see Annexure – III)
 - v. Financial Proposal Standard form (see Annexure—IV)
 - vi. Terms of Reference(ToR) (see Annexure – V)
 - vii. Standard Contract Document (see Annexure - VI)
 - viii. Bank Guarantee Format for Performance (see Annexure - VII)
 - ix. Details of PMU (Annexure – A)
5. While all information/data given in the RFP are, to the best of the Client's knowledge accurate within the consideration of scope of the proposed contract, the Client holds no responsibility for accuracy of information and it is the responsibility of the Bidder to check the validity of information/data included in this document.
6. The Client reserves the right to cancel the entire bid process or part of it, at any stage without assigning any reason thereof.

Interested Bidders may obtain further information from the office of the Additional

Director, SUDA, H & UD Dept., Odisha via Tel. 0674-2432317, e-mail sudaodisha1990@gmail.com .

Additional Director, SUDA,H & UD Dept., Govt. of Odisha

Annexure – I

Instructions to Bidders

1. Introduction

- 1.1. These instructions should be read in conjunction with information specific to the consulting services contained in the Covering Letter, Data Sheet and accompanying documents.
- 1.2. The bidder to submit Technical and Financial Proposal and selection shall be based on QCBS. Bidder can submit offer for both the Packages but can be awarded maximum one Package.
- 1.3. The Bidder shall bear all costs associated with the preparation and submission of its proposal and contract negotiation.
- 1.4. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to award of contract without thereby incurring any liability to the bidder.
- 1.5. In no case, sub-letting of "overall works" would be accepted.

2. Eligible Bidder

- 2.1 In this case, the eligible Bidder is an institute of repute/center of excellence/consultancy firm having experience of successfully executing at least one similar project for at least 1 year (operation of PMU/ PMC/ SLTCs/ PIU/ CLTC/ECT for any Govt. Project) with annual contract value of the project awarded being not less than Rs. 100 lakh.
- 2.2 Agencies which are not having experience in handling similar assignments CAN NOT participate in the bidding process.
- 2.3 Bidders shall provide evidence of their experience in handling similar projects for establishment & operationalization of PMUs/PIUs/PMCs/SLTCs/CLTCs/ Ect..
- 2.4 The bidders must have at least 100 persons in their payroll as full time/contractual employees as on 31stMarch, 2019.
- 2.5 "Average" last 3 years Annual consultancy turnover of the bidder should be more than Rs 7.0 Cr during last 3 financial years.
- 2.6 No Joint/Consortium bid is permitted.

2.7 The bidder must have an office in Bhubaneswar or to furnish an undertaking to open an office if selected to coordinate with SUDA.

3. Conflict of Interest

Conflict of interest exists in the event of: (i) conflicting assignments, typically monitoring and evaluation/environmental assessment of the same project by the eligible Bidder; (ii) Agencies or institutions who have a business or family relation with the Client directly or indirectly; and (iii) practices prohibited under the anti-corruption policy of the Government of India and Government of Odisha.

4. Disclosure

4.1 Bidders have an obligation to disclose any actual or potential conflict of interest. Failure to do so may lead to disqualification of the Bidder or termination of its Contract.

4.2 Bidders must disclose if they are or have been the subject of any proceedings (such as blacklisting) or other arrangements relating to bankruptcy, insolvency or the financial standing of the Bidder, including but not limited to appointment of any officer such as a receiver in relation to the Bidder's personal or business matters or an arrangement with creditors, or of any other similar proceedings.

4.3 Bidders must disclose if they have been convicted of, or are the subject of any proceedings relating to:

- a) a criminal offence or other serious offence involving the activities of a criminal organisation, or where they have been found by any regulator or professional body to have committed professional misconduct;
- b) Corruption including the offer or receipt of an inducement of any kind in relation to obtaining any contract;
- c) Failure to fulfill any obligations in any jurisdiction relating to the payment of taxes or social security contributions.

5. Anti-corruption Measure

5.1 Any effort by Bidder(s) to influence the Client in the evaluation and ranking of technical Proposals, and recommendation for award of Contract, may result in the rejection of the Proposal.

5.2 A recommendation for award of Contract shall be rejected if it is determined that the recommended Bidder has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question. In such cases H & UD Dept. shall blacklist the Bidder either indefinitely or for a stated period of time, disqualifying it from participating in any H & UD Dept. related bidding for the said period.

6. Clarification on Provisions of the RFP Document

Interested Bidders may seek clarification on any of the provisions in the RFP document through e-mail to sudaodisha1990@gmail.com addressed to the Client's Representative. Such requests for clarification shall be entertained up to **5th Sep**,

2019. Response to all clarifications shall be hosted in web site which the prospective bidders may check within 7 days.

7. Pre-Bid Conference

Besides requesting clarification through e-mail, interested bidders can also clarify their queries by participating in the pre-bid conference, The Client shall organize a Pre-Bid Conference on Date: **5th Sep, 2019, Time:11.00A.M**, Place: Conference Hall , SUDA .Interested prospective Bidders may attend.

8. Amendment of the RFP document

8.1 At any time before submission of Proposals, the Client may amend the RFP by issuing an addendum through e-mail and webhosting in the H & UD Dept. website i.e. urbanodisha.gov.in.

8.2 Any such addendum will be binding on all the Bidders.

8.3 To give Bidders reasonable time in which to take an addendum into account in preparing their Proposals, the Client may, at its discretion, extend the deadline for the submission of the Proposals.

9. Language of Proposals

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

10. Cost of bidding

The Bidder shall bear all costs associated with the preparation and submission of its Proposal. The Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

11. Taxes

The Bidder may be subject to taxes (such as: fringe benefit tax, value added or sales tax, service tax, duties, etc.) on amounts payable by the Client under the Contract , which are to be borne by the bidder.

12. Submission of Proposal

12.1 Proposals must be received before the deadline specified in the Data Sheet.

12.2 Proposals must be submitted to the address specified on the Data Sheet and delivered on or before the time specified in the Data Sheet.

13. Documents comprising the Proposal

Bidders shall submit one sealed envelope, containing the Technical and Financial Proposal package wise. The Technical Proposals will be opened at the date and time specified in the Data Sheet.

14. Proposal validity

- 14.1 Proposals shall remain valid for the period specified in the Data Sheet commencing with the deadline for submission of Technical Proposals as prescribed by the Client.
- 14.2 A Proposal valid for a shorter period shall be considered non- responsive and will be rejected by the Client.

15. Format and Signing of Proposals

- 15.1 A Technical and Financial Proposal (original) for each package as mentioned in the Data Sheet shall be submitted in the prescribed format attached with this RFP document at *Annexure- III & Annexure-IV*.
- 15.2 The original Proposal shall be signed by a person duly authorized to sign on behalf of the Bidder. The name and position of the person signing the authorization must be typed or printed below the signature. All pages of the Technical Proposal shall be signed by the person signing the Proposal.
- 15.3 Any interlineations, erasures, or overwriting shall be valid only if signed or initialed by the person signing the Proposal.

16. Deadline for Submission of Proposals

The Client may, at its discretion, extend the deadline for the submission of the Proposal by amending the RFP, in which case all rights and obligations of the Client and Bidders subject to the previous deadline shall thereafter be subject to the deadline as extended.

17. Late Proposals

The Client will not consider any Proposal that arrives after the deadline prescribed by the Client for submission of Proposals in the Data Sheet. Any Proposal received after the respective deadline for submission shall be declared late, rejected, and returned unopened to the Bidder.

18. Evaluation of Offers:

Bids received and found valid will be evaluated by CLIENT to ascertain the best evaluated bid in the interest of CLIENT for project services under this document. The Bidder should take enough care to submit all the information sought by CLIENT in the desired formats. The bids are liable to be rejected if information is not provided in the desired formats, however CLIENT reserves right to seek any

clarification from any bidder if it so desires. The proposals, in general, shall be evaluated using the following criteria:

Technical evaluation of the eligible bid would be carried out applying the evaluation criteria specified below. For all the 2 packages a single technical bid shall be given but separate price bid for each package. Each responsive and eligible technical bid will be attributed a technical score as per following breakup:

SN	Main Criteria and Weights * out of Total 100 marks	Sub Criteria	Maxm. Marks
1.	Institutional Strength – 10 marks	(a) Quality of OWN Faculty/ Expert/ Technical Support in (field of Planning/ M&E/ Project Engg) domain. Qualification mark (For M.tech /MSC/MBA -01 mark and B.Tech /Graduation 0.5 mark each subject to maximum 5 mark)	05
		b) Number of OWN Faculty/ Expert/ Technical Support (In field of Planning/ M&E/ Project Engg) domain. (1 mark for each Faculty/Expert subject to maximum 05 mark)	05
2.	Similar Experience (In field of Government Projects) (Establishment and operationalization of PMU/ PIU/ PMC/ SLTC/ CLTC -	Total Number of Assignment (1 mark for each project subject to maximum 10 mark)	10
		Total Duration of Assignment (in years) (1 mark for each year subject to maximum 10 mark)	10

	in last 5 years up to 31 st March 2019- 30 marks	Total Value of Assignment (in INR) (1 mark for every Rs. 50 Lakh subject to maximum 10 mark)	10
3.	Experience in other Consultancy (of 5 Best Projects in last 5 years up to 31 st March 2019)- 10 marks	Total Duration of Assignment (in years) (1 mark for every year of Consultancy subject to maximum 5 mark)	05
		Total Value of Projects (in INR) (1 mark for each Rs 2.00 Crore subject to maximum 5 Mark)	05
4.	CVs of 5 professionals (Team Lead), who are proposed to be offered for the package – 25 marks	Qualification M.tech /MSC/MBA– 2 marks, B.tech / Graduate-1 mark for each CV.	10
		Years of Experience Above 5 years – 1 marks , above 7 years – 02 marks above 9 years – 3marks for each CV	15
5.	Methodology including Management Plan - 25	Appreciation of the project and response to the ToR	10
		Methodology including work plan and proposed management plan	10
		Provisions to secure and retain professionals	05

The bidders with technical bid score of at least 70% will be considered technically qualified for further process.

The price bids of technically qualified bidders will only be opened for financial evaluation.

Quality and Cost Based Selection (QCBS) method will be followed during the overall selection process. Based on the evaluation of technical proposal, the technically qualified bidders shall be ranked highest to lowest Technical Score(ST) in accordance to the marks obtained during the technical evaluation stage. There shall be ' 70% weightage to technical score and 30% weight age to financial score.

The individual bidder's financial score (SF) will be evaluated as per the formula given below:

$$SF = [F_{min} / F_b] * 100 \text{ (rounded off to 2 decimal places)}$$

where,

SF= Normalized financial score of the bidder under consideration

F_{min}=Minimum financial quote among the technically qualified bidders

F_b= Financial quote of the bidder under consideration

Combined Score (S) = ST * 0.7 + SF * 0.3

Where ST = Technical score secured by the bidder. Where SF = Financial score secured by the bidder. The bidder securing the highest evaluated Combined Score(S) will be awarded the contract observing due procedure.

The evaluation shall be done PACKAGE wise in order of Package-I & Package-II. Maximum 1 Package can be ordered to a single bidder. The bidder becoming successful bidder in package-I then his price bid for Package-II will not be opened.

19. Presentation:

The consultant will have to make a presentation to CLIENT. The presentation shall detail the appreciation of the project, approach and methodology, proposed organizational structure, work program, implementation strategy, provisions to secure and retain professionals. The objective of presentation is to enable CLIENT to evaluate the consultant regarding their understanding and preparedness for the assignment. Clarifications, if any, as required by CLIENT will also be discussed. The date and venue of presentation will be decided by CLIENT and intimated on the day of opening of bid or otherwise at least one week in advance.

20. Client's Right to Accept any Proposal, and to Reject any or all Proposals

The Client reserves the right to accept or reject any Proposal, and to annul the bidding process and reject all Proposals at any time prior to Contract award, without thereby incurring any liability to the Bidders.

21. Award of Contract Notification

Prior to the expiration of the Proposal validity period, the Client shall notify the successful Bidder, in writing, that its Proposal has been accepted. At the same time, the Client shall notify all other Bidders of the results of the bidding.

21.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.

22. Negotiations/Clarifications

The successful Bidder will be informed in writing of the date, place and time for negotiations/clarifications, if any. Representatives conducting negotiations on behalf of the Bidder must have written authority to negotiate and conclude a Contract.

23. Signing of Contract

- 23.1 After notification, the Client shall communicate to the successful Bidder to sign the Contract. Standard Contract Document (see Annexure - V)
- 23.2 Pursuant to negotiations, the successful Bidder shall sign, date, and return the Contract, along with necessary supporting documents, to the Client.
- 23.3 All formalities of negotiation and signing of contract will be completed within Fifteen (15) days of notification of award.

Annexure – II

Data Sheet and Check List

A. Data Sheet:

1.	Title of Consulting Service: establishment and operationalisation of 20 District Project Management Unit (PMU) in 30 Districts to Assist ULBS & District Urban Development Agency (DUDA) and one Finance Expert & HR Expert at SUDA under Capacity Building Programme for a period of 2 years and extendable further one year.
2.	Name of the Client: SUDA, Housing & Urban Development Department, Govt. of Odisha
3.	Method of selection : Quality And Cost Based Selection (QCBS) through bids from consultancy firms/ agencies.
4.	Selection of consultancy firm/agency: The bidders have to submit the technical Proposal giving their credentials, experience, financial status as per technical proposal form given at Annexure – III (Single Proposal for both Packages) & Financial proposal as per Annexure – IV (Separate proposal for both Packages). The evaluation shall be made as per evaluation criteria specified at Annexure – I (Clause-18).
5.	Details of Name of the Districts and number of Professional required for which PMUs are to be established: As per details at ANNEXURE-A
6.	Technical proposal to be submitted: YES, as per format given at annexure –III along with all supporting documents.

7.	Financial proposal to be submitted: YES, as per format given at annexure –IV separately for Package-I and Package-II.
8.	Address for submission of Proposals: State Urban Development Agency (SUDA) H & UD Department , Govt. of Odisha Adjacent to Bhubaneswar Municipal Corporation Office, Vivekanand Marg, Bhubaneswar PIN: 751014 Email : sudaodisha1990@gmail.com
9.	A pre-bid conference to be held :YES Date:5th SEP 2019 Time:11.00 A.M Place: Conference Hall of SUDA
10.	The Client's Representatives: Additional Director State Urban Development Agency (SUDA) H & UD Department , Govt. of Odisha Adjacent to Bhubaneswar Municipal Corporation Office, Vivekanand Marg,Bhubaneswar PIN: 751014 Email : sudaodisha1990@gmail.com
11.	Proposals shall remain valid for 120 days after the submission date indicated in this Data Sheet.
12.	Clarifications may be requested not later 5th Sep, 2019 . All requests for clarifications will be directed to the Client's representative. The Client shall respond to requests for clarifications by electronic means after seven (7) days of pre-bid meeting date.
13.	The Bidder is required to include with its proposal written confirmation of authorization to its representative to sign on behalf of the Bidder: YES
14.	Joint Ventures or Consortium offer:- NOT permissible
15.	Bidders Eligibility Criteria–Applicable As per details given at Annexure-I clause 2. Eligible bidder.
16.	While submitting the proposal the bidder has to ensure that a technical Proposal in original to be kept in sealed envelope with superscription "Technical Proposal for Establishment and Operationalisation of District Project Management Unit (PMU) in Odisha" and Financial Proposal for the in original to be kept in separate sealed envelope with superscription "Financial Proposal for Establishment and Operationalisation of of District Project Management Unit (PMU)

	PACKAGE_No --". Both the above two sealed envelopes to be kept in an outer envelope marked as under: On the envelope clearly write/print in bold capital letters "DO NOT OPEN EXCEPT IN THE PRESENCE OF THE CLIENT'S REPRESENTATIVE AND PRIOR TO 10th September, 2019 (4PM)" .
17.	The outer envelope must be labeled with: <ul style="list-style-type: none"> a) Title: "Proposal for Establishment and Operationalisation of District Project Management Unit (PMU) " b) RFP Number; c) Last date of bid Submission ; d) Full address of bid submission authority with contact no and email on the right; e) Full address of the Bidder with contact no and email on the left.
18.	If any envelope is not sealed and marked as instructed, the Client will assume no responsibility for the misplacement or premature opening of envelopes leading to disqualification of the Bidder from the bidding process.
19.	Tender fee must be deposited: YES Tender fee of Rs. 5,000/- (non-refundable) to be deposited. Earnest Money Deposit (EMD) to be submitted: YES EMD of Rs. 6.00 lakh (Refundable) to be deposited
20.	Form for Tender fee & Earnest Money will be: in shape of demand draft in favour of Additional Director, SUDA, H & UD Dept. payable at Bhubaneswar. Bids not accompanied by tender fees and EMD shall stand rejected.
21.	A Bank Guarantee is to be submitted by the winning Bidder upon signing of Contract: YES
22.	The amount will be 5 percent of the total contract value; the same will be provided in the form of a Bank Guarantee valid till completion of contract. Bank Guarantee will be made in the name of the Additional Director, SUDA, Housing & Urban Development Department, Govt. of Odisha. On submission of above BG, the EMD submitted is to be refunded.
23.	Proposals must be submitted no later than the following date and time: 10th September, 2019 up to 13 hours (1 PM).
24.	Date and time for public opening of the Proposals received: 10th September, 2019 at 16 hours (4 PM).
25.	Expected date/month for commencement of consulting services : November , 2019
26.	Expected date/month for completion of consulting services: October 2021.

B. Check List:

The bidders are requested to check the following points before submitting the bids:

i)	1.	Whether the Proposals have been properly marked, superscripted, labeled and sealed, as required?
	2.	Whether each proposal has been ink-signed by the appropriate authority? Have all the pages of the proposal been ink-signed?
	3.	Whether the Audited balance sheet for last three years been submitted along with the proposal and chartered accountants certificate for consultancy turnover?
	4.	Have the Tender Fee and EMD been enclosed with the technical proposal?
	5.	Whether the number of pages of the proposal properly indexed?
ii)	1	All the bidders should send:
		a. Agency's consent letter
		b. Brief Profile of the Agency
		c. Experience of successfully executing at least one similar project for at least 1 year (operation of PMU/ PMC/ SLTCs/ PIU/ CLTC/Etc) with total contract value of the project awarded being not less than Rs100 lakhs - copy of work order/certificate to be enclosed).
		d. Self-certificate by Director/Owner of the bidders firm regarding the no of persons employed in roll of company as on 31st March, 2019.
	e. For the five best projects claimed under other experience enclose copies of work order/certificate	

Annexure -III

Technical Proposal Letter of Submission

Letter No.:

Place:

Date:

From:

[Name of Consultant with
Complete Address of Communication]

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

Email : sudaodisha1990@gmail.com

Subject: Establishment and Operationalization of District Project Management Unit
(Technical Proposal) BOTH PACKAGES (I & II)

We, the undersigned, offer to provide the services for the above in accordance with your Request for Proposal dated **26.8.2019**. We are hereby submitting our Technical Proposal both in hard copy and soft copy format sealed in an envelope.

We have examined the information provided in your Request for Proposal (RFP) and offer to undertake the work described in accordance with requirements and as per fee payable specified in RFP. This proposal is valid for acceptance for 120 days and we confirm that this proposal will remain binding upon us and may be accepted by you at anytime before this expiry date.

We accept that any contract that may result will comprise the contract documents issued with the RFP and be based upon the documents submitted as part of our proposal; and placed by the **(Name of the agency/institution)**. The Proposal has been arrived at independently and without consultation, communication, agreement or understanding (for the purpose of restricting competition) with any other party invited to tender for this contract.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

I confirm that I have the authority of **(Name of the agency/institution)** to submit proposals/tenders and to clarify any details on its behalf.

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

Yours sincerely,

Enclosers:

Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

APPENDIX – I
FORMAT FOR SUBMISSION OF TECHNICAL PROPOSAL
For Package 1/ Package 2

A. General Details:

SN	Name of the organization/ Firm/ Institute	
1.	Permanent address Tel : Fax: Email id :	
2.	Name of the Authorized person for submitting proposal: Mobile No. : Email id : <i>(Attach Authorization letter of Competent Authority)</i>	
3.	Demand draft Details Tender fee Amount : DD No. : Issuing Date: Name of the Bank:	
4.	Demand draft Details OF EMD Amount : DD No. : Issuing Date: Name of the Bank:	
5.	Discloser information as per clause-4 Instruction to Bidder (Annexure-I)	
6.	Whether the agency was ever blacklisted: Y/N If yes whether that blacklisting was not cancelled: Y/N (If yes, attach copy of same and the affidavit)	
7.	Brief professional back ground of the organization	

8.	Confirm to carry assignment as per TOR of RFQ	YES
9.	Confirm to accept all term & conditions specified in RFQ documents	YES
10.	Confirm whether you have an office in Bhubaneswar or agree to furnish an undertaking to open an office if selected to coordinate with SUDA.	

B. Financial Details:

SN	Year	Consultancy Turnover	Networth
1.	2016-17		
2.	2017-18		
3.	2018-19		
4.	Average for 3 years		

(Certificate from Chartered Accountant for the consultancy turn over to be enclosed along with the copies of balance sheets.)

C. (A) Institutional Strength (Quality and Number of Own Faculty / Expert/ Technical Support) . add rows for additional number if necessary.

C.1 Planning Experts:

SN	Name of the Expert	Qualification	Experience	Details of best projects

C.2.:Monitoring & Evaluation Experts:

SN	Name of the Expert	Qualification	Experience	Details of best projects

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C.3.: Project Engineering Experts :

SN	Name of the Expert	Qualification	Experience	Details of best projects

C.(B): Total Number of personnel in payroll as of 30/06/2019

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D.WORK Experience (Similar Project) up to 30/06/2019

SN	Name of Client and Address	Project details (Establishment and operationalization of PMUs/PIUs/ PMCs/SLTCs/ CLTCs etc.) in last 5years	Duration of project in years	Value of consultancy fee in INR	Work order issued/MoA signed on (date) (Attach documents)	Status of implementation

(ADD ROWS IF REQUIRED)

E. Experience in other Consultancy (5 Best Projects in last 5 years up to 30th June 2019)

SN	Client and Address	Project details	Duration of project in years	Value of consultancy fee in INR	Work order issued/MoA signed on (date) (Attach documents)	Status of implementation
1						
2						
3						
4						
5						

F. CVs of 5 professionals, Who are proposed to be Team Lead .

Proposed for District Name	Name of the Expert	Qualification	Experience	Details of best projects

G. Methodology including Management Plan

A detailed write-up under the following heads to be submitted along with this offer.

- i. Appreciation of the project and response to the ToR.
- ii. Methodology including work plan and proposed management plan.
- iii. Provisions to secure and retain professionals.

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

ANNEXURE- IV

FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

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**

Dear Sirs:

We, the undersigned, offer to provide the consulting Assignment/job for Establishment and Operationalization of District Project Management Unit PACKAGE-

in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s)in words and figures¹]. This amount is exclusive of the Domestic taxes. We hereby confirm that the financial proposal is unconditional and we acknowledge that any condition attached to financial proposal shall result in reject of our financial proposal.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Paragraph4 of the Part II Data Sheet.

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

We remain,

Yours

sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory :

Name of Firm :

Address:

Enclose: Financial Proposal

Format for Financial Proposal PACKAGE-I

SI No. (1)	Number of DPMU (2)	No of specialists (3)	ITEMS (4)	OFFER PRICE PER MONTH SI-5 (3x4)	OFFER PRICE FOR 24 MONTHS SL-6 (SI.5x24)
1	10 + SUDA	10 + 2 Team Leads Including Finance Expert & HR Expert	Salary @ Rs-----	Rs_____ (Maximum limit Rs.60,000/- x 12 =7.20Lakhs)	Rs_____ (Maximum limit Rs172.80 Lakh)
		23 Other Experts	Salary @Rs-----	Rs_____ (Maximum limit Rs.55,000/- x 23 =12.65Lakhs)	Rs_____ (Maximum limit Rs.303.60 Lakh)
			O&M Cost @ 40% of Salary	Rs_____ (Maximum limit @ 40% of salary = Rs 7.94 Lakhs)	RS_____ (Maximum limit Rs.190.56 Lakh)
			TOTAL (exclusive of GST)	Rs_____ (Maximum limit Rs. 27.79 Lakh)	_Rs_____ (Maximum limit Rs666.96Lakh)
GST PAYABLE AT ACTUAL. Present Rate @-----% & amount				Rs-----	Rs-----
GRAND TOTAL INCLUSIVE OF GST				Rs-----	Rs-----

1. GST as applicable from time to time shall be payable at actual.
2. Fee offered above shall remain firm and fixed till completion of the contract
3. The price bid where Price offered is more than Maximum cost mentioned above will be rejected. The O&M cost to be paid shall be 40% of Salary Quoted. Any other figure quoted in price bid will be ignored. The competent authority reserves the right to reject financial bids which are less than 15% of the maximum cost specified.

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Format for Financial Proposal PACKAGE-II

SI No. (1)	Number of Districts (2)	No of specialists (3)	ITEMS (4)	OFFER PRICE PER MONTH SI-5 (3x4)	OFFER PRICE FOR 24 MONTHS SL-6 (SI.5x24)
1	10 + State cell	10 + 2 Team Leads Including TWO at State Cell	Salary @ Rs-----	Rs_____ (Maximum limit Rs.60,000/- x 12 =7.20Lakhs)	Rs_____ (Maximum limit Rs172.80 Lakh)
		23 Other Experts	Salary @Rs-----	Rs_____ (Maximum limit Rs.55,000/- x 23 =12.65Lakhs)	Rs_____ (Maximum limit Rs.303.60 Lakh)
			O&M Cost @ 40% of Salary	Rs_____ (Maximum limit @ 40% of salary = Rs 7.94 Lakhs)	RS_____ (Maximum limit Rs.190.56 Lakh)
			TOTAL (exclusive of GST)	Rs_____ (Maximum limit Rs. 27.79 Lakh)	_Rs_____ (Maximum limit Rs666.96Lakh)
GST PAYABLE AT ACTUAL. Present Rate @-----% & amount				Rs-----	Rs-----
GRAND TOTAL INCLUSIVE OF GST				Rs-----	Rs-----

4. GST as applicable from time to time shall be payable at actual.
5. Fee offered above shall remain firm and fixed till completion of the contract
6. The price bid where Price offered is more than Maximum cost mentioned above will be rejected. The O&M cost to be paid shall be 40% of Salary Quoted. Any other figure quoted in price bid will be ignored. The competent authority reserves the right to reject financial bids which are less than 15% of the maximum cost specified.

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Annexure – V

TERMS OF REFERENCE (TOR)

1. Objectives

The key objectives is to strengthening of ULBS & District Urban Development Agency (DUDA) in view of the requirement to monitor many central and state urban programmes being executed presently in various Urban local bodies (ULBs)

2. The Functions of District Urban Development Agency (DUDA):

-) Link between H&UD Department, SUDA ,ULBS & Other State agencies working in the ULB areas.
-) Convergence and coordination of various Programmes/ Schemes/ Initiatives
-) Capacity Building and training
-) Guide and Support ULBs
-) Monitoring and Evaluation of Projects being implemented by ULBS/PHEOs in ULB areas.

The Govt. order is enclosed herewith as Annexure – B which me please be referred.

3. Administration and Implementation structure of PMU/ DUDA

The PMU will consists of experts as per details given at Annexure – A. The PMU shall report to Collector & Chairman, DUDA and PD, DUDA and assist them in carrying out all the functions listed above. The qualification and experience requirement of experts to be placed in PMU is as under.

SI No	Expert	Qualification	Experience
1	Team lead	2 years Full time MBA from a college/University of repute. He/she should have basic knowledge in computer application	Min 5 years work experience in Planning/ Execution of Infrastructure/ Social/ Govt. programs.
2	M & E Expert	Regular MBA/ Bachelor of Engineering	3 years work experience in Monitoring and Coordination of Infrastructure/ Govt. programs. Should be well versed in computer skill relating to monitoring & evaluation of project implementation.
3	Infrastructure Expert	Bachelor Degree in Civil Engineering. He/she should have basic knowledge in computer application	3 years work experience in planning / Execution of infrastructure project..

In addition Two experts in Level of TEAM Lead shall be placed at state Cell in Bhubaneswar and will report to Joint Secretary, H&UD for assisting in monitoring the activities of all 20 DPMUs.

In addition to above One Finance Expert and one HR Expert are to be placed at SUDA, Bhubaneswar who will report to Additional Director, SUDA to assist him in management of financial & HR matter of various Programmes.

SI No	Expert	Qualification	Experience
1.	Finance Expert	The person should be graduate with CA (inter)/ ICWA/ MBA (Finance).) Min 5 years work experience in Accounts and Financial Management. Adequate knowledge in computer
2	HR Expert	The person should be having Post Graduate degree in Sociology/ Personnel Management/ MBA (HR)) Min 5 years work experience in personnel management / HR functions . Adequate knowledge in computer

4.0 Termination of services of the Experts - Immediate termination of Technical Experts also may be taken up in case of breach of trust/ severe misconduct/ non-performance by giving one month remuneration in lieu of notice period. The contract with the firm will have above provisions.

5.0 SPECIFIC RESPONSIBILITIES OF THE BIDDING FIRM/ INSTITUTE/ AGENCY

FIRM shall ensure that the PMU comprises expert, who, along with their professional competency, possess skills and attitude for problem solving, relationship management, data analysis, provide feedback and coaching, and are gifted with a delivery mind set. The specific responsibilities of FIRM shall be:

- i. Procure and retain quality professionals in specified domain areas for the PMU.
- ii. Provide necessary Computer/Laptop, communication facilities, office equipments and bear transport expenses of experts for travel within the state of Odisha.
- iii. Provide technical and managerial support through the PMU to ensure effective implementation of various programs in designated cities/towns.
- iv. Report on progress of activities and coordinate closely with the H&UD Department and SUDA in the discharge of the roles and responsibilities specified for PMU.
- v. Provide technical and managerial support to ensure effective implementation of various programmes and capacity development activities in designated cities/towns and establish a ubiquitous MIS system to track progress.
- vi. Drive Department review of all urban initiatives undertaken at the ULB level through monthly meetings/periodic stocktaking and submission of periodic delivery reports
- vii. Procure and retain services of qualified and experienced professionals in specified domain areas for delivering the agreed deliverables.
- viii. The FIRM shall ensure that all the Personnel/Professionals of the PMU are paid their salary/fee on or before 5th day of every succeeding month. The FIRM shall ensure professionals update knowledge through formal learning opportunities and are able to undertake field travel to project sites and programme related state/national level meetings, workshops and conferences. The FIRM may decide to pay more or less salary/fee to some professionals on the basis of competency & experience of the incumbent to enhance standards of performance and retain talent.

- ix. For the period of absence of a Personnel/Professional in the PMUs for more than 21 days, the FIRM will not claim the remuneration against the Personnel/ Professional concerned for the said period, i.e. period beyond 21 days of absence or non-engagement of such professionals.
- x. The FIRM shall position its team of professionals at the respective DUDA for accomplishment of assigned tasks. Additionally, the FIRM shall position senior faculties/consultants in advisory position for critical input to the assignment. The FIRM shall make their own arrangements for this purpose from the overall amount payable as per the payment schedule.
- xi. Report on progress of activities and coordinate closely with H&UD Dept. And SUDA in the discharge of the allied roles and responsibilities assigned to the Unit.
- xii. The manpower deployed by the agency for the PMU will be dedicated full time. To ensure quality, the agency will develop and follow an exclusive HR policy describing the standards and guidelines for managing the manpower deployed. The manpower deployed should be in accordance with the service requirement of the PMU for which they are being appointed.
- xiii. The agency will ensure the selection of only those candidates who fulfil the eligibility criteria prescribed. Under no circumstances, should the selection and recruitment process be diluted
- xiv. The agency will ensure that in case a person on the team leaves, a replacement is made available in the shortest possible time
- xv. All the monitoring and reporting aspects of this assignment will be under the control and supervision of SUDA

6. Payment & Reporting Schedule for the Professional per package.

Outputs	Period	Release of Payment
Monthly Progress Report		
Monthly Progress Report (Within 15 days after end of Each Month)	MONTHLY	Amount payable for one Month based on Specialist positioned and O&M charges

The firm/agency shall be paid on monthly basis based on attendance statement of experts & monthly progress report at respective PIU. Attendance certificate of Experts to be issued by DUDA/ULB within 7th of next month. In case of delay by ULB to give attendance ,Firm can raise the Invoice based on Experts report. The firm shall raise invoice along with the above attendance certificate and progress report and submit to respective PD-DUDA who shall make payment to the firm within 07 days of receiving invoice at DUDA and to be reported to SUDA. The payment for Experts posted at State Cell and at SUDA shall be paid by SUDA. SUDA to compile payment status of all DUDA and submit report to H&UD on 20th of the month.

7. Facilities To be provided by the Firm/Agency to Experts from O&M charges :

- a. All Experts to be provided with Laptop and internet connectivity, Tele communication expenses, all travel cost within districts to ULB and attending meeting at PD-DUDA level. All office stationeries required for proper functioning of Experts to be provided by the FIRM/AGENCY.

Only office sitting space and arrangement will be provided by Client free of charges. For visit of Experts to Bhubaneswar with special approval of department TA & DA for such visit shall be payable Extra as per rate applicable to class-1 Govt. employee of the state.

Annexure -VI

Standard Form of Contract

CONTENTS

I. Form of Contract

II. General Conditions of Contract

1. General Provisions
2. Commencement, Completion, Modification and Termination of Contract
3. Obligations of the Consultancy firm/agency
4. Consultancy firm/agency's' Personnel and Sub-Consultancy firm/agencies
5. Obligations of the Client
6. Payments to the Consultancy firm/agency
7. Fairness and Good Faith
8. Settlement of Disputes
9. Liquidated Damages
10. Miscellaneous Provisions

III. Special Conditions of Contract

IV. Appendices

Appendix A – Description of Services

Appendix B - Reporting Requirements

Appendix C - Staffing Schedule

Appendix D - Cost Estimates

Appendix E - Duties of the Client

CONTRACT FOR

Establishment and operationalisation of ---- District Project Management Unit (PMU) in --- Districts to Assist ULBS/ District Urban Development Agency (DUDA) and one Finance Expert and HR Expert at SUDA under Capacity Building Programme for a period of 2 years.

between

**State Urban Development Agency (SUDA)
H & UD Department , Govt. of Odisha**

and

[name and address of the Selected Consultancy firm/agency]

Dated:

Place:

I. Form of Contract

(Text in brackets [] should be filled up appropriately)

This CONTRACT (hereinafter called the "Contract") is made the [day] day of the month of [month], [year], between **State Urban Development Agency (SUDA) H & UD Department , Govt. of Odisha** (hereinafter called the "Client"), or the First Party and, [name of Consultancy firm/agency] (hereinafter called the "Consultancy firm/agency") of the FIRM.

WHERE AS

- (a) the Consultancy firm/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 Consultancy firm/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 Consultancy firm/agency

2. The mutual rights and obligations of the "Client" and the Consultancy firm/agency shall be as set forth in the Contract, in particular:

- (a) the Consultancy firm/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 Consultancy firm/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 SUDA, 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) "Consultancy firm/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 Consultancy firm/agency, as the case may be, and "Parties" means both of them.

(l) "Personnel" means professionals and support staff provided by the Consultancy firm/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 Consultancy firm/agency pursuant to this Contract, as described in Appendix A hereto.

(p) "Third Party" means any person or entity other than the "Client", or the Consultancy firm/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 Consultancy firm/agency. The Consultancy firm/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 such locations 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 Consultancy firm/agency may be taken or executed by the officials specified in the SC.

1.8 Taxes and Duties: The Consultancy firm/agency and Personnel shall be liable to pay such direct and indirect taxes, duties, fees and other impositions levied under the applicable laws of Odisha.

1.9 Fraud and Corruption

1.9.1 Definitions: It is the Client’s policy to require that Clients as well as Consultancy firm/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 Consultancy firm/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 Consultancy firm/agency were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the Consultancy firm/agency having taken timely and appropriate action satisfactory to the Client to remedy the situation;
- b. The Client may also sanction against the Consultancy firm/agency, including declaring the Consultancy firm/agency ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Consultancy firm/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 Consultancy firm/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 Consultancy firm/agency instructing the Consultancy firm/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 Consultancy firm/agency, declare this Contract to be null and void, and forfeit the EMD.

2.3 Commencement of Services: The Consultancy firm/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 here of, 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-Consultancy firm/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 Consultancy firm/agency, upon instructions by the "Client", shall either demobilize or continue with the Services to the extent possible, in which case the Consultancy firm/agency shall continue to be paid proportionately and on prorated 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 Consultancy firm/agency, suspend all payments to the Consultancy firm/agency hereunder if the Consultancy firm/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 Consultancy firm/agency to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the Consultancy firm/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 Consultancy firm/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 Consultancy firm/agency becomes (or, if the Consultancy firm/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 Consultancy firm/agency fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.
- d. If the Consultancy firm/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 Consultancy firm/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 Consultancy firm/agency places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Client.
- g. If the Consultancy firm/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 Consultancy firm/agency to improve the quality of the services.
- h. If, as the result of Force Majeure, the Consultancy firm/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 Consultancy firm/agency, and sixty (60) days' in case of the event referred to in (i).

2.9.2 By the Consultancy firm/agency: The Consultancy firm/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 Consultancy firm/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 Consultancy firm/agency that such payment is overdue.
- b. If, as the result of Force Majeure, the Consultancy firm/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 Consultancy firm/agency may have subsequently approved in writing) following the receipt by the "Client" of the Consultancy firm/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 Consultancy firm/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 Consultancy

firm/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 Consultancy firm/agency and equipment and materials furnished by the "Client", the Consultancy firm/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 Consultancy firm/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 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 Consultancy firm/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 Consultancy firm/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 CONSULTANCY FIRM/AGENCY

3.1 General

3.1.1 Standard of Performance: The Consultancy firm/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 Consultancy firm/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 Consultancy firm/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 Consultancy firm/agency shall promptly disclose the same to the Client and seek its instructions.

3.2.1 Consultancy firm/agency not to benefit from Commissions, Discounts, etc.:

- a. The payment of the Consultancy firm/agency pursuant to Clause GC 6 hereof shall constitute the Consultancy firm/agency's only payment in connection with this Contract and, subject to Clause GC 3.2.2 hereof, the Consultancy firm/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 Consultancy firm/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 Consultancy firm/agency, as part of the Services, has the responsibility of advising the "Client" on the procurement of goods, works or services, the Consultancy firm/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 Consultancy firm/agency in the exercise of such procurement responsibility shall be for the account of the "Client".

3.2.2 Consultancy firm/agency and Affiliates Not to Engage in Certain Activities:

The Consultancy firm/agency agrees that, during the term of this Contract and after its termination, the Consultancy firm/agency and any entity affiliated with the Consultancy firm/agency, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultancy firm/agency's Services for the preparation or implementation of the project.

3.2.3 Prohibition of Conflicting Activities: The Consultancy firm/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 Consultancy firm/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 Consultancy firm/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 Consultancy firm/agency: The Consultancy firm/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 Consultancy firm/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 Consultancy firm/agency’s Actions Requiring “Client’s Prior Approval: The Consultancy firm/agency shall obtain the “Client’s prior approval in writing before taking any of the following actions: (a) Any change or addition to the Personnel listed in Appendix C.

3.7 Reporting Obligations: The Consultancy firm/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 Consultancy firm/agency to be the Property of the “Client”: All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultancy firm/agency for the “Client” under this Contract shall become and remain the property of the “Client”, and the Consultancy firm/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 Consultancy firm/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 Consultancy firm/agency and third parties for purposes of development of any such computer programs, the Consultancy firm/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 Consultancy firm/agency by the “Client”, or purchased by the Consultancy firm/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 Consultancy firm/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 Consultancy firm/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 Consultancy firm/agency: Equipment or materials brought into the Government’s country by the Consultancy

firm/agency and the Personnel and used either for the Project or personal use shall remain the property of the Consultancy firm/agency or the Personnel concerned, as applicable.

4. CONSULTANCY FIRM/AGENCY'S PERSONNEL

4.1 General: The Consultancy firm/agency shall employ and provide such qualified and experienced Personnel and Sub-Consultancy firm/agency as are required to carry out the Services.

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 Consultancy firm/agency's Key Personnel are as per the Consultancy firm/agency's proposal and are described in Appendix C. If any of the Key Personnel has already been approved by the "Client", his/her name is listed as well.
- 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 Personnel set forth in Appendix C may be made by the Consultancy firm/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 estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by agreement in writing between the "Client" and the Consultancy firm/agency. In case where payments under this Contract exceed the ceilings set forth in Clause GC 6.1(b) of this Contract, this will be explicitly mentioned in the agreement.

4.3 Approval of Personnel: The Key Personnel 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 Consultancy firm/agency proposes to use in the carrying out of the Services, the Consultancy firm/agency shall submit to the "Client" for review and approval a copy of their Curricula Vitae (CVs). If the "Client" does not object in writing (stating the reasons for the objection) within twenty-one (21) days from the date of receipt of such CVs, such Personnel shall be deemed to have been approved by the "Client".

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 Consultancy firm/agency, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Personnel, the Consultancy firm/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 Consultancy firm/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".
- c. Any of the Personnel provided as a replacement under Clauses (a) and (b) above, as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Consultancy firm/agency may wish to claim as a result of such replacement, shall be subject to the prior written approval by the "Client". The rate of remuneration applicable to a replacement person will be the rate of remuneration paid to the replacement person. Also (i) the Consultancy firm/agency shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

4.5 Resident Project Manager: If required by the SC, the Consultancy firm/agency shall ensure that at all times during the Consultancy firm/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 Consultancy firm/agency and Personnel with work permits and such other documents as shall be necessary to enable the Consultancy firm/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.
- d. Provide to the Consultancy firm/agency, Sub-Consultancy firm/agency 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 Consultancy firm/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 Consultancy firm/agency in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultancy firm/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 Consultancy firm/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 Consultancy firm/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 Consultancy firm/agency for the performance of the Services.

5.4 Payment: In consideration of the Services performed by the Consultancy firm/agency under this Contract, the “Client” shall make to the Consultancy firm/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 Consultancy firm/agency free of charge such professional and support counterpart personnel, to be nominated by the “Client” with the Consultancy firm/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 Consultancy firm/agency. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultancy firm/agency that is consistent with the position occupied by such member, the Consultancy firm/agency may request the replacement of such member, and the “Client” shall not unreasonably refuse to act upon such request.

6. PAYMENTS TO THE CONSULTANCY FIRM/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 Consultancy firm/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 Consultancy firm/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 Consultancy firm/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 Consultancy firm/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 Consultancy firm/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 Consultancy firm/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 Consultancy firm/agency specifying in detail deficiencies in the Services, the final report or final statement. The Consultancy firm/agency shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount, which the "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 Consultancy firm/agency to the "Client" within thirty (30) days after receipt by the Consultancy firm/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 Consultancy firm/agency and the Consultancy firm/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 Consultancy firm/agency.
- e. If the deliverables submitted by the Consultancy firm/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 Consultancy firm/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

Consultancy firm/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 Consultancy firm/agency of any obligations hereunder, unless the acceptance has been communicated by the Client to the Consultancy firm/agency in writing and the Consultancy firm/agency has made necessary changes as per the comments / suggestions of the Client communicated to the Consultancy firm/agency.
- h. In case of early termination of the contract, the payment shall be made to the Consultancy firm/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 Consultancy firm/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 Consultancy firm/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.

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 Consultancy firm/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 Consultancy firm/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 Consultancy firm/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 Consultancy firm/agency shall be liable to pay 1% of the total cost of the services for delay of each week or part thereof.
- 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 Consultancy firm/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/Consultancy firm/agency shall notify the Client/ the Government of India 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/Consultancy firm/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/Consultancy firm/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/ Consultancy firm/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 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 : Facsimile : 2. Consultancy firm/agency : Attention : Facsimile : {insert name of member}
2.	1.7	The Authorized Representatives are: For the "Client": For the Consultancy firm/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.
5.	2.2	The time period shall be one months
6.	2.3	The time period shall be 15 days from effective date
7.	2.4	The time period of expiry of contract is
8	4.5	a. The Resident Manager to be located at Bhubaneswar office of the Firm/Agency to coordinate with SUDA
9..	6.1 (b)	The ceiling in local currency is Rs lakhs
10.	6.3	PAYMENT AND REPORTING SCHEDULE shall be as mentioned in TOR

11. The Arbitration proceedings shall take place in Bhubaneswar in India.

Binding signature of Client Signed by _____ (for and on behalf of the President of India)

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.

Appendices-IV

APPENDIX A – DESCRIPTION OF SERVICES

Note: This Appendix will include the final Terms of Reference worked out by the “Client” and the Consultancy firm/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

Here reports mentioned at sc SL.10 ARE TO BE MENTIONED, along with details of persons for each DUDA will be given here.

APPENDIX C – STAFFING SCHEDULE

APPENDIX D – Total COST OF SERVICES IN

Total cost under this contract will be limited tolakhs inclusive of all taxes and duties.

APPENDIX E - DUTIES OF THE “CLIENT”

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

The Client will provide office sitting facility for all Experts and all other expenses are to be borne by Consulting Firm.

**Invoice format
INVOICE**

Invoice No.: Invoice Date:

Service Tax

Registration No. PAN Number

Housing & Urban Development Department

Govt. of Odisha

For Attention of _____

Period of Consultancy:	Start Date _____	End Date _____
Milestone achieved for this claim Period Covered by this Claim		

Contract For: _____

Contract No.: _____

Maximum	Contract	Value: _____	Total	Amount	Received

Claims made Amount:	Date	Invoice No.	Date Received
Amount:	Date	Invoice No.	Date Received
Amount:	Date	Invoice No.	Date Received

Particulars of current claim made should be mentioned here	Amount	Tax if any
Invoice Total		

PLEASE MAKE PAYMENT TO:

Bank Account: _____ Bank SWIFT ID: _____

Account Number: _____ Account Number: _____

This invoice is in respect of a supply of services to the Client, and is addressed to the Client, purely for payment purposes. I certify that the amounts claimed in this invoice have been wholly and necessarily incurred for the purpose of the engagement and have not been claimed before.

Signature of Bidder

The claim is correct and Services have been received. Please arrange payment:

Project Officer/Advisor

Bank Guarantee Format for Performance

To
The Additional Director, SUDA,
Housing & Urban Development Department,
Govt. 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

(Annexure – A)

Details of PMU

NOTE: The Authority reserves the right to modify Number of Experts as per requirement and FIRM shall have to abide as per instruction of Authority in this regard.

Details of PMU PACKAGE_1

(Annexure – A)

DISTRICT	MUNICIPAL CORPORATION/ MUNICIPALITY/ N.A.C.	Cluster	Team Lead	M&E Expert	Infrastructure Expert
Balasore	Balasore(M)	4	1	1	1
	Jaleswar(M)				
	Nilagiri(N)				
	Soro(M)				
Bhadrak	Bhadrak(M) Basudevpur(M) Chandbali(N) Dhamnagar(N)	7	1	1	1
Jharsuguda	Belpahar(M) Brajarajnar(M) Jharsuguda(M)	8	1		1
Deogarh	Deogarh(M)	10	1		1
Sambalpur	Kuchinda(N)				1
	Redhakhoh(N)				1
Cuttack	Sambalpur(MC)	11	1	1	1
	Athagarh(N)				
	Banki(N)				
	Choudwar(M)				
	Dhankanal(M)				
	Kamakhyanager(N)				
Hindol(N)					
Puri	Konark(N)	14	1		1
	Nimapara(N)				
	Pipili(N)				
	Puri(M)				
Nayagarh	Khandapara(N)	15			1
	Daspala (N)				
	Ranpur(N)				
	Nayagarh(N)				
Khurda	Balugaon(N)		1	1	1
	Banpur(N)				
	Jatni(M)				
	Khurda(M)				
Koraput	Jaypore(M)	16	1		1
	Koraput(M)				
	Kotpad(N)				
	Sunabedha(M)				
Malkangiri	Balimela(N)				1
	Malkangiri(M)				
Ganjam	Aska(N)	20	1	2	3
	Belaguntha(N)				
	Berahampur(MC)				
	Bhanjanagar(N)				

	Buguda(N)				
	Chatrapur(N)				
	Chikiti(N)				
	Digapahandi(N)				
	Ganjam (N)				
	Gopalpur(N)				
	Hinjilicut(N)				
	Kavisuryanagar(N)				
	Khallikot(N)				
	Kodala(N)				
	Polsora(N)				
	Purusottampur(N)				
	Rambha(N)				
	Soroda(N)				
	SUDA	Finance Expert-1 No.			
	SUDA	HR EXPERT -1 No			
	QUIDF				1

Authority reserves the right to modify (ADDITION/Deletion) number of experts based on requirement and Firm shall have to abide as per instruction of Authority in this regard.

PACKAGE ___ 2

DISTRICT	MUNICIPAL CORPORATION/ MUNICIPALITY/ N.A.C.	Cluster	Team Lead	M&E Expert	Infrastructure Expert
Angul	Angul(M)	1	1		1
	Athamallik(N)				
	Talcher(M)				
Balangir	Balangir(M)	2	1	1	1
	Kantabanjhi(N)				
	Patnagarh(N)				
	Tusura (N)				
	Titilagarh(M)				
Nuapara	Khariar(N)				1
	Khariar Road(N)				
	Nuapara(N)				
Kalahandi	Bhawanipatna(M)		1		1
	Junagarh(N)				
	Dharmgarh(N)				
	Kesinga(N)				
Nowrangpur	Naowarangapur(M)	3			1
	Umerkote(M)				
Baragarh	Baragarh(M)	5	1	1	1
	Padampur(N)				
	Barpalli(N)				
	Attabira(N)				
Boudh	Boudhgarh(N)			1	
Subarnapur	Binika(N)				
	Sonepur(M)		1		1
	Tarva(N)				

<i>Phulbani</i>	G. Udayagiri(N)				1
	Balliguda(N)				
	Phulbani(M)				

Sundargarh	Biramitrapur(M)	9	1	1	1
	Rajgangpur(M)				
	Rourkela(MC)				
	Sundargarh(M)				
	Redhakhhol(N)				
	Sambalpur(MC)		1		1
Dhenkanal	Bhuban(N)	12	1	1	1
	Dhankanal(M)				
	Kamakhyanagar(N)				
	Hindol(N)				
Gajapati	Paralakhemundi(M)				1
	Kasinagar(N)				
Raygada	Gudari(N)	13	1		1
	Gunupur(N)				
	Raygada(M)				
Mayurbhanj	Baripada(M)	17	1	1	1
	Karanjia(N)				
	Rairangpur(M)				
	Udala(N)			1	
Jajpur	Jajpur(M)				
	Vyasanagar(M)		1		1
Jagatsinghpur	Jagatsinghpur(M)				
	Paradeep(M)				1
Kendrapara	Kendrapara(M)	18			1
	Pattamundai(M)				
Keonjhar	Anandapur(M)	19	1	1	1
	Joda(M)				
	Keonjhorgarh(M)				
	Champua(N)				
	Badbil(M)				
STATE CELL	Bhubaneswar		2		

Authority reserves the right to modify number of experts based on requirement and Firm shall have to abide as per instruction of Authority in this regard. In state cell Two experts in level of Team lead shall be placed.