

# **Jaga Mission**

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

**Request for Proposal (RFP)  
For  
Engagement of Consultant/ Agency  
for  
USHA (Urban Slum Household Area) Survey and  
facilitation in the process of Land Rights  
in five Municipal Corporations  
under Jaga Mission  
covered under 3 packages**

**Ref No: 562 /JAGA**

**Date: 05-07-2022**

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

**Notice Inviting Proposal**

Ref No: 562 /JAGA

Date: 05-07-2022

Sealed proposals are invited by Mission Director, Jaga Mission, Housing & Urban Development Department from bidders to select most suitable of them for USHA (Urban Slum Household Area) Survey of and facilitation in the process of Land Rights in five Municipal Corporations under Jaga Mission.

**The contract will be valid for a period of 24 months.** It may be extended based on the requirement of the Mission. The bidder will be selected on Quality and Cost Based Selection (QCBS) process. The bidder is to submit proposal for all the 3 packages, however, the bidder can be awarded be maximum for Two packages.

The USHA survey will be conducted simultaneously in five Municipal Corporations. Further details of the services requested are provided in the various annexure enclosed with this letter. This RFP includes the following documents:

- i Instructions to Bidder (see Annexure - I)
- ii Package details (Annexure- A1 )
- iii Data Sheet and Check List (see Annexure - II)
- iv Technical Proposal Standard Form (Annexure - III )
- v Financial Proposal Standard Forms  
(See Annexure- III.A, Annexure – III.B & Annexure – III.C)
- vi Terms of Reference (ToR) (see Annexure –IV)
- vii Standard Contract document (Annexure -V)
- viii Bank guarantee for Performance -Annexure -VI)

1. While all information / data given in the RFP are, to the best of the knowledge accurate within the consideration of scope of the proposed contract, the Jaga Mission 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.

2. Jaga Mission 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 Mission Director- Jaga Mission, 4th Floor, Unnati Bhawan, Satya Nagar, Bhubaneswar-751007, Tel: 0674 257 0102

**Director of Municipal Administration & Mission Director**  
**For Jaga Mission**

## Annexure I

### Instruction to bidder

#### **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 Technical and financial Proposal followed by bidding cost, shall be the basis for selection of successful bidders.
- 1.3. The Bidder shall bear all costs associated with the preparation and submission of its proposal and contract negotiation.
- 1.4. Jaga Mission is not bound to accept any proposal, and reserves the right to cancel 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 / Joint venture / Consortium would be accepted.

#### **2. Eligible Bidder**

##### **2.1. Technical Capacity:**

- 2.1.1. The bidder should be a legal entity registered in India.
- 2.1.2. The bidder should be a reputed consulting firm with a track record of providing consultancy services for more than 5 years. The firm should submit a copy of the certificate of incorporation to that effect.
- 2.1.3. The bidder shall have experience of conducting digital survey and bio metric for any government programme (at least 1 project) in urban/rural sector involving consultancy fees for a minimum value of Rs. 01 Cr. (Documentary evidence in form of work order and completion certificate to be submitted in last five years)
- 2.1.4. The bidder should have minimum 80 numbers of technical manpower with qualification as graduate and above, in their payroll as on 31.03.2022, which has to be duly certified by the bidder.
- 2.1.5. Joint Venture/Consortium not allowed.

##### **2.2. Financial Capacity:**

- 2.2.1. The bidder must have an average turnover of at least Rs. 05.00 Crore during the three financial years (2018-19,2019-20 and 2020-21) from consultancy/advisory practice.
- 2.3. The bidder shall enclose with its Proposal, certificate(s) from Statutory Auditors stating its total revenue from Consultancy services during each of the past three financial years. In the event that the bidder does not have a statutory auditor, it shall provide the requisite certificate(s) from the firm of Chartered Accountants.

### **3. Conflict of Interest**

Conflict of interest exists in the event of: (i) conflicting assignments, typically monitoring and evaluation of the same project by the eligible Bidder; (ii) bidder who have a business or family relation with Jaga Mission 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 organization, 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 fulfil 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 Jaga Mission 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 Jaga Mission 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 [jagamission.olhm@gmail.com](mailto:jagamission.olhm@gmail.com) addressed to the Mission Director, Jaga Mission. Response to all clarifications received through e-mail and shall be taken up in pre-bid meeting and clarifications/amendments will be shared in the website: <http://www.urbanodisha.gov.in> / [jagamission.in](http://jagamission.in)

## **7. Pre-Bid Conference**

Besides requesting clarification through e-mail, interested bidders can also clarify their queries by participating in the pre-bid conference to be held on 13.07.2022 at 03:30 PM in the conference hall of Jaga Mission, Unnati Bhawan.

## **8. 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.

## **9. Cost of bidding**

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

## **10. Taxes**

The Bidder may be subject to taxes (such as: fringe benefit tax/ Income Tax / duties as applicable, etc.) on amounts payable by the Jaga Mission under the Contract, which are to be borne by the bidder. GST, as applicable, shall be payable extra.

## **11. Submission of Proposal**

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

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

## **12. Documents comprising the Proposal**

Bidders shall submit one sealed envelope, containing the Proposal and Financial Proposal for each package, in a separately sealed envelope, put inside the Proposal. The Technical Proposals will be opened at the date and time specified in the Data Sheet.

## **13. Proposal validity**

Proposals shall remain valid for the period specified in the Data Sheet commencing with the deadline for submission of Proposals as prescribed by Jaga Mission.

## **14. Format and Signing of Proposals**

14.1 A single Technical Proposal (original) applicable for all packages as mentioned in the Data Sheet shall be submitted in the prescribed format attached with this RFP document at *Annexure-III*.

14.2 The original Technical 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 with date.

14.3 Any interlineations, erasures, or overwriting will not be accepted.

14.3 The Financial Proposal seal bid package wise should also be submitted along with the Technical Proposal, which shall be opened only after technical evaluation.

## 15. Deadline for Submission of Proposals

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

## 16. Late Proposals

Jaga Mission will not consider any Proposal that arrives after the deadline prescribed 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.

## 17. Evaluation of Offers:

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

### Criteria for Evaluation

#### Evaluation of Technical proposal

1. In the first stage, the technical proposal will be evaluated on the basis of bidder's past experience, its understanding of ToR, proposed methodology and Work Plan and the experience of Key Personnel as per marking criteria specified under. Only those Bidders whose technical proposals score 60 points or more out of 100 shall be ranked as per score achieved by them, from highest to the lowest technical score (ST) and shall be considered for opening of their financial bid.
2. Criteria, sub-criteria and point system for evaluation to be followed under this procedure are as under: -

Sr No	Criteria	Weightage
1	<b>Experience of Digital Survey</b> Number of years in business (in Digital Survey activities): 5 marks for 5 years and 1 mark for one additional year, subject to maximum of 10 marks. Necessary work order/ contract to be submitted in support of the same.	10
2	<b>Past performances</b> Experience of conducting survey (digital survey) for any government programme in urban/rural sector with a Project value of minimum Rs. 01.00 Cr. (work order or relevant certificate to fulfil the criteria to be submitted): 10 marks for 1 project and 5 marks for one additional project, subject to maximum of 20 marks.	20
3	<b>Financial Situation</b>	10

	Turnover of average 3 years Rs. 05.00 Cr: 5 marks Rs 05.00 Cr average over three years and 1 mark for additional Rs. 01.00 Cr each subject to maximum of 10 marks	
4	<p><b>Institutional Strength</b></p> <p>a. Number of qualified and experienced man power: 10 marks for 80 employees with required qualification &amp; experience and 1 mark for every additional five member subject to maximum 20 marks.</p> <p>Note- Consultant/Agency to depute additional manpower as required to ensure adherence to timeline.</p>	20
	<p>Team members should have minimum qualification and experience as specified in ToR. Marking of additional as under-</p> <p>i. <b>Project Coordinator (1 no.)</b> - minimum qualification as Masters in Social Work/ Masters in Arts/ Masters in Business Administration/Law and experience of 10 years in Project management &amp; coordination, specifically in social projects: 2 marks for 10 years and 1 mark for one additional year, subject to maximum of 3 marks.</p> <p>ii. <b>Community Mobilizer (10 nos.)</b> – minimum qualification as Masters in Social Work/ Masters in Arts/ Masters in Business Administration/Law. Minimum of 5 years of experience in Community Mobilization, Capacity Building trainings. Strong communication and interaction skills (in local language). 2 marks for 10 numbers and 1 mark for every two additional resources, subject to maximum of 3 marks.</p> <p>iii. <b>Surveyor (min. 80 nos.)</b>- minimum qualification as under-graduation and experience of 5 years in surveys, specifically in social projects with strong communication and interaction skills (in local language). Command and Speed over digital data entry is must. 2 marks for 80 numbers and 1 mark for every 10 additional resources, subject to maximum of 4 marks.</p> <p>Note- Consultant to ensure that the strength of resources is aligned to meet the timeline.</p>	10
5	<p><b>Technical Proposal &amp; Presentation</b></p> <p>Proposal on the technical proficiency, problem solving methodologies, baseline, impact and innovation.</p>	30
	<b>Total</b>	<b>100</b>

Note: Bidders scoring above 60 marks shall be considered for opening of financial bid. Methodology for selection shall be on QCSB method with 70% weightage to technical and 30% weightage to financial as per formula specified under:

#### 18. Selection of successful Bidder and Formula for combine Scores:

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% weightage to financial score.

The financial bid will be opened package wise and any bidder offering rate lower than 15% of the estimated rate (Rs 350/- per household) shall be rejected.

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<sub>min</sub>=Minimum financial quote among the technically qualified bidders

F<sub>b</sub>= Financial quote of the bidder under consideration

$$\text{Combined Score (S)} = ST * 0.7 + SF * 0.3$$

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 Financial Bid of Package -1 shall be opened first and evaluated as above. The Financial bid of Package-2 shall also be evaluated as above. If any single bidder become successful for both package- 1 and Pkg-2, the financial bid of such bidder shall not be opened for package- 3 and the financial bid for other bidders shall be evaluated as above for selection of successful bidder.

#### **19. Client's Right to Accept any Proposal, and to Reject any or all Proposals**

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

#### **20. 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.

#### **21. Signing of Contract**

21.1. After notification, the Client shall communicate to the successful Bidder to sign the Contract.

21.2. Pursuant to negotiations, the successful Bidder shall sign, date, and return the Contract, along with necessary supporting documents, to the Client.

21.3. All formalities of negotiation and signing of contract will be completed within seven (7) days of notification of award.



## Annexure II

### Data Sheet and Check-list

#### **A. Data Sheet**

1.	<b>Title of Consulting Service:</b> Selection and Engagement of Consultant/ Agency for USHA (Urban Slum Household Area) Survey of and validation of survey data for Land Rights in five Municipal Corporations under Jaga Mission.
2.	<b>Name of the Client:</b> Jaga Mission, H & UD Dept. Govt. of Odisha
3.	<b>Method of selection:</b> Quality and Cost Based Selection (QCBS) through bids from registered organizations
4.	<b>Selection of agencies/ organizations:</b> The bidders have to submit the Technical Proposal giving their credentials, experience, financial status, records of past performances etc. as per technical proposal form given
5.	<b>Details of the Municipal Corporations</b> for which Consultant/Agency are to be selected and number of packages is as per Annexure-A1. Applications are to be submitted package- wise and a bidder can apply for all the three packages, however, Consultant/Agency can be awarded for maximum Two packages. The selection of Consultant/Agency for the package will be made on the basis of combined scores as explained above. (Clause 18 of Annexure-I)
6.	<b>Technical proposal:</b> Technical proposal to be submitted along with all supporting documents as per given Annexure -III
7.	<b>Financial proposal:</b> Financial proposal shall be submitted, package-wise, separately sealed as per Annexure -III.A, III.B & III.C. The estimated fee Rs 350 /per house hold has been indicated in the financial bid. Bidders to offer their quote based on the same. Bidders quoting less than 15% of the estimated cost shall not be considered.
8.	<b>Address for submission of proposal:</b> Jaga Mission, 4 <sup>th</sup> Floor, Unnati Bhawan, Satya Nagar, Bhubaneswar-751007
9.	<b>Pre-bid conference date &amp; time:</b> 13.07.2022 at 03:30 PM
10.	<b>Proposal validity:</b> Proposals shall remain valid for 120 days after the submission date indicated in this Data Sheet.
11.	Clarifications may be requested not later than Eight (8) days from the date of publication of RFP, i.e., not later than 13.07.2022 up to 11.30 AM. All requests for clarifications will be directed to the Client's representative. The Client shall respond to requests for clarifications by Hosting in Website within seven (7) days of pre-bid meeting date. Bidders to check the Website for clarification/ Amendment to RFP prior to bid submission
12.	<b>Joint Ventures or Consortium offer:</b> NOT permissible
13.	<b>Bidders Eligibility Criteria:</b> As per details given at Annexure I Cluse 2.
14.	<b>Authorized signatory:</b> The Bidder is required to include with its proposal written confirmation of authorization to its representative to sign on behalf of the Bidder.
15.	<b>Sealed envelope:</b> While submitting the proposal the bidder has to ensure that a single technical Proposal for all package in original along with supporting documents to be kept in sealed envelope with superscription " Technical proposal for Selection and Engagement of Consultant/ Agency for USHA (Urban Slum Household Area) Survey of and facilitation in the process of Land Rights in five Municipal Corporations under Jaga Mission" -" 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 04.08.2022. at 3:00 PM. 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.
16	<b>Financial Proposal in separately sealed package wise shall be submitted with</b> superscription "Financial proposal for Selection and Engagement of Consultant/ Agency for USHA (Urban Slum Household Area) Survey of and facilitation in the process of Land Rights in five Municipal Corporations under Jaga Mission for Pkg No-----". These envelopes to be put under the covering envelope along with the technical proposal.
17	<b>The outer envelope:</b> The outer envelope must be labelled with: <ul style="list-style-type: none"> <li>a) Title: "Selection and Engagement of Consultant/ Agency for USHA (Urban Slum Household Area) Survey of and facilitation in the process of Land Rights in five Municipal Corporations under Jaga Mission"</li> <li>b) RFP Number;</li> <li>c) Last date of bid Submission;</li> <li>d) Full address of bid submission authority with contact no and email on the right;</li> <li>e) Full address of the Bidder with contact no and email on the left.</li> </ul>
18	<b>Tender Fee:</b> Tender fee of Rs. 10,000 /- (non-refundable) to be deposited.
19	<b>Earnest Money Deposit (EMD):</b> No As per Government of Odisha, Finance Department Office Memorandum No.8484/F, dated 05.04.2022 EMD is exempted but Bid security declaration should be submitted by the bidders as per Appendix-II.
20	<b>Tender fee &amp; Bid security Declaration Form:</b> Form for Tender fee in shape of demand draft in favour of the Mission Director, Jaga Mission payable at Bhubaneswar.  Bids not accompanied by tender fees and EMD declaration form shall be rejected. This should be submitted in a separate envelop marked as Tender fee and EMD declaration form.
21	<b>Bank Guarantee:</b> A Bank Guarantee is to be submitted by the selected Bidder upon signing of Contract. The amount will be 3 percent of the contract value. Contract value shall be based on tentative number of households indicated in the package wise details. Bank Guarantee will be in favour of Mission Director, Jaga Mission payable at Bhubaneswar.
22	Last date and time for submission of technical proposal: 05.08.2022 at 03.00 PM
23	Date and time for opening of the Technical Proposals received: 06.08.2022 at 11:30 AM.
24	Expected date/month for commencement of services: within 15 days from the date of signing of contract.
25	Expected date/month for completion of consulting services: 24 months from the date of signing of contract.

#### b. Check-List

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

1	i	Whether the Technical Proposals have been properly marked, superscripted, labelled and sealed, as required? Separate proposal with supporting documents package wise.	Yes/No
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	ii	Whether each proposal has been ink-signed and stamped by the appropriate authority? Have all the pages of the proposal been ink-signed?	Yes/No
	iii	Whether the number of pages of the proposal properly indexed?	Yes/No
	iv	Have the Tender Fee and EMD declaration been enclosed with the technical proposal?	Yes/No
	v	Whether the number of pages of the proposal properly indexed	
2		All the bidders should submit:	
	i	Technical proposal as per appendix I	
	ii	Copy of valid registration certificate along with latest byelaw of the organization	
	iii	List of board members/ senior management with their name, father/husband name, date of birth, qualification, occupation, address, date of joining in the board etc	
	vii	Brief profile of the organization	
	ix	Audited balance sheet for last three years been submitted along with the proposal and chartered accounts certificate for consultancy turnover	
	x	Experience of conducting digital survey and Bio metric for any government (at least 1 project) in Urban/ rural sector involving consultancy fee for a minimum value of Rs 01 Cr (Documentary evidence in form of work order and completion certificate to be submitted in last five years)	
	xi	Self-certificate by President/ Chairman/ Secretary of the bidders regarding the list of persons employed in payroll of the agency as on 31st March 2022	
	xiii	Other supporting documents as per RFP	

## Annexure III

### Technical Proposal Standard Format common for all Three Packages

(Covering Letter on letter head of the Organisation)

Date:

Letter No:

From:

To:

The Mission Director,  
Jaga Mission, 4<sup>th</sup> Floor,  
Unnati Bhawan,

Satya Nagar, Bhubaneswar-751007

**Subject: "Selection and Engagement of Consultant/ Agency for USHA (Urban Slum Household Area) Survey of and facilitation in the process of Land Rights in five Municipal Corporations under Jaga Mission" for all three packages.**

Sir,

I/We, the undersigned, offer to provide the services for the above in accordance with your Request for Proposal dated.....We are here by submitting our Technical Proposal both in hard copy and soft copy format.

I/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 any time before this expiry date.

I/We accept that any contract that may result will comprise the draft contract document enclosed with the RFP and be based upon the documents submitted as part of our proposal; and placed by the.....(name of agency).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.

I/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/We confirm that I have the authority to submit proposals/ tenders and to clarify any details on behalf of.....(name of organization).

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

Yours faithfully,

Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm and Stamp:

Address:

## APPENDIX – I

### FORMAT FOR SUBMISSION OF TECHNICAL PROPOSAL FOR ALL THREE PACKAGES

#### A. General Details:

1	Name of the Consultant/Agency (As per registration certificate)	
2	Registration Number (Attach copy of valid registration certificate along with latest byelaw of the organization)	
3	Date of registration	
4	Act under which registered	
7	Correspondence office address with PIN code, Telephone, fax	
8	Registered office address with PIN code, Telephone, fax	
9	E mail Id	
10	Name of the Authorized person for submitting proposal: Mobile No. Email id (Attach Authorization letter of Competent Authority)	
11	Demand draft Details Tender fee Amount DD No. Issuing Date Name of the Bank Address of Bank	
12	Demand draft Details OF EMD Amount DD No. Issuing Date Name of the Bank Address of Bank	EMD Exempted. EMD Declaration Shall be submitted.
13	Whether documents attached as per Checklist from annexure II B (yes/No)	
14	Whether the agency was ever blacklisted: Y/N If yes whether that black listing was not cancelled: Y/N (If yes, attach copy of same and the affidavit)	
15	Do you agree to carry assignment as per TOR of RFP with fee payable as specified in RFP? (Yes/No)	
17	Do you agree to accept all term & conditions specified in RFP documents? (yes/No)	

#### B. Information on experience of Digital Survey projects

##### 1. Number of years in business (in Digital Survey activities):

Sl. No.	Project details	Client Name	Year of Award	Project involves digital (Documents in support)	Type of supporting document attached (Sanction order/ Contract/ MOU etc.
1				Page no -	

2. Experience of one project on Digital and Bio metric survey with contract value more than 1 crore in Urban/Rural Sector in the last 5 years.

Sl. No.	Project details	Client Name	Award date	Project involves digital and bio metrics (Documents in support)	Value of the Contract in INR	Type of supporting document attached (Sanction order/ Contract/ MOU etc.
1				Page no -		

3. Experience of projects on Digital survey with contract value more than 1 crore in Urban/Rural Sector in the last 5 years.

Sl. No.	Project details	Client Name	Award date	Project involves digital and bio metrics (Documents in support)	Value of the Contract in INR	Type of supporting document attached (Sanction order/ Contract/ MOU etc.
1				Page no -		

**C.Information on man power in the organization as on 31.03.2022**

Nos of qualified personnel as on 31.03.2022 \_\_\_\_\_ [ ] .Details to be given in Annexure – A as per format below duly certified by the owner/ Director of the Company/ Agency.

Sl. No.	No of personnel	Address with telephone number	Qualification	- Designation - Functional Role - Years of experience in each type of functional expertise	Full time/ Part time	Date of joining in the organization

**D.Information on Turnover of last 3 years**

Year	Turnover in INR	Document to be attached
2018-19		Financial Audit report & Balance Sheet attached
2019-20		Financial Audit report & Balance Sheet attached
2020-21		Financial Audit report & Balance Sheet attached
Average for 3 years		Certificate from Chartered Accountant attached

E. Key Personnel Details. CV to be enclosed.

F. A detail write up on the technical proficiency, problem solving methodologies, baseline, impact and innovation.

Signature [In full and initials]:  
Name and Title of Signatory:  
Name of Firm and Stamp:  
Address:

## Annexure III.A

### Financial Proposal Standard Format for 'Package 1'

(Covering Letter on letter head of the Organisation)

Date:

Letter No:  
From:

To:  
The Mission Director,  
Jaga Mission, 4<sup>th</sup> Floor,  
Unnati Bhawan,  
Satya Nagar, Bhubaneswar-751007

**Subject: "Selection and Engagement of Consultant/ Agency for USHA (Urban Slum Household Area) Survey of and facilitation in the process of Land Rights in five Municipal Corporations under Jaga Mission" for 'Package-1'.**  
Sir,

I/We, the undersigned, offer to provide the services for the above in accordance with your Request for Proposal dated..... Our Technical Proposal and Financial Proposal is for the sum of [Insert amount(s) in words and figures1] is being attached (Enclosure 1). This amount is inclusive 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 Data Sheet, above.

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

Yours faithfully,  
Signature [In full and initials]:  
Name and Title of Signatory:  
Name of Firm and Stamp:  
Address:

Enclosure 1: Template

Sr No	Description of Work (as described in ToR)	Tentative nos of House hold	Rate per Household *	Total Amount
1	Coordination with Technical Agency & Jaga Mission	100870		
2	Mobilization of SDAs & slum residents & Orientation Capacity Building of Enumerators			
3	Organizing door-to-door survey as per USHA format & sharing accurate data through online platform			
4	Collection of documents as per USHA survey requirement			
5	Coordinating with Scrutiny Sub-committee and UASRRC (of respective ULBs) for issue of Land Rights			

Total Amount in Words: \_\_\_\_\_

#### Note for Pkg- 1:

1. Estimated cost is Rs 350 /- per house hold. Bidders quoting less than 15% of the estimated cost shall not be considered.
2. GST (as applicable) shall be payable.



## Annexure III.B

### Financial Proposal Standard Format for 'Package 2'

(Covering Letter on letter head of the Organisation)

Date:

Letter No:  
From:

To:

The Mission Director,  
Jaga Mission, 4<sup>th</sup> Floor,  
Unnati Bhawan,  
Satya Nagar, Bhubaneswar-751007

**Subject: "Selection and Engagement of Consultant/ Agency for USHA (Urban Slum Household Area) Survey of and facilitation in the process of Land Rights in five Municipal Corporations under Jaga Mission" for 'Package-2'.**

Sir,

I/We, the undersigned, offer to provide the services for the above in accordance with your Request for Proposal dated..... Our Technical Proposal and Financial Proposal is for the sum of [Insert amount(s) in words and figures1] is being attached (Enclosure 1). This amount is inclusive 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 Data Sheet, above.

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

Yours faithfully,

Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm and Stamp:

Address:

Enclosure 1: Template

Sr No	Description of Work (as described in ToR)	Tentative nos of House hold	Rate per Household *	Total Amount
1	Coordination with Technical Agency & Jaga Mission	77190		
2	Mobilization of SDAs & slum residents & Orientation Capacity Building of Enumerators			
3	Organizing door-to-door survey as per USHA format & sharing accurate data through online platform			
4	Collection of documents as per USHA survey requirement			
5	Coordinating with Scrutiny Sub-committee and UASRRC (of respective ULBs) for issue of Land Rights			

Total Amount in Words: \_\_\_\_\_

#### Note for Pkg- 2:

1. Estimated cost is Rs 350 /- per house hold. Bidders quoting less than 15% of the estimated cost shall not be considered.
2. GST (as applicable) shall be payable.

## Annexure III.C

### Financial Proposal Standard Format for 'Package 3'

(Covering Letter on letter head of the Organisation)

Date:

Letter No:

From:

To:

The Mission Director,  
Jaga Mission, 4<sup>th</sup> Floor,  
Unnati Bhawan,  
Satya Nagar, Bhubaneswar-751007

**Subject: "Selection and Engagement of Consultant/ Agency for USHA (Urban Slum Household Area) Survey of and facilitation in the process of Land Rights in five Municipal Corporations under Jaga Mission" for 'Package-3'.**

Sir,

I/We, the undersigned, offer to provide the services for the above in accordance with your Request for Proposal dated..... Our Technical Proposal and Financial Proposal is for the sum of [Insert amount(s) in words and figures1] is being attached (Enclosure 1). This amount is inclusive 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 Data Sheet, above.

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

Yours faithfully,

Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm and Stamp:

Address:

Enclosure 1: Template

Sr No	Description of Work (as described in ToR)	Tentative nos of House hold	Rate per Household *	Total Amount
1	Coordination with Technical Agency & Jaga Mission	64450		
2	Mobilization of SDAs & slum residents & Orientation Capacity Building of Enumerators			
3	Organizing door-to-door survey as per USHA format & sharing accurate data through online platform			
4	Collection of documents as per USHA survey requirement			
5	Coordinating with Scrutiny Sub-committee and UASRRC (of respective ULBs) for issue of Land Rights			

#### Note for Pkg- 3:

- Estimated cost is Rs 350 /- per house hold. Bidders quoting less than 15% of the estimated cost shall not be considered.
- GST (as applicable) shall be payable.

## APPENDIX – II

### **Bid Securing Declaration**

(on Company Letter-head)

Bidder's Name \_\_\_\_\_

[Address and Contact Details]

Bidder's Reference No. \_\_\_\_\_

Date.....

To

Ref: Tender Document No. Tend No./ xxxx; Tender Title:

Sir/ Madam

We, the undersigned, solemnly declare that:

We understand that according to the conditions of this Tender Document, the bid must be supported by a Bid Securing Declaration in lieu of Bid Security.

We unconditionally accept the conditions of this Bid Securing Declaration. We understand we shall stand automatically suspended from being eligible for bidding in any tender in Procuring Organisation for 2 years from the date of opening of this bid if we breach our obligation(s) under the tender conditions if we:

- 1) withdraw/ amend/ impair/ derogate, in any respect, from our bid, within the bid validity; or
- 2) being notified within the bid validity of the acceptance of our bid by the Procuring Entity:
  - (a) refused to or failed to produce the original documents for scrutiny or the required Performance Security within the stipulated time under the conditions of the Tender Document.
  - (b) Fail or refuse to sign the contract.

We know that this bid-Securing Declaration shall expire if the contract is not awarded to us, upon:

- 1) receipt by us of your notification
  - (a) of cancellation of the entire tender process or rejection of all bids or
  - (b) of the name of the successful bidder or
- 2) forty-five days after the expiration of bidvalidity any extension to it.

(Signature with date)

.....

(Name and designation)

Duly authorized to sign bid for and on behalf of.....

[name & address of Bidder and seal of company]

Dated on ..... day of ..... [insert date of signing]

Place.....[ insert place of signing]

DA:.....

## Annexure IV

### Terms of Reference (ToR)

#### **1. Background:**

In year 2017, the Government of Odisha took a landmark decision of granting land rights to slum dwellers through legislating the “Odisha Land Rights to Slum Dwellers Act, 2017”. By this, the urban poor in slums would be conferred with heritable and mortgage-able land rights for residential use. This legal provision led to development, rehabilitation and upgradation of slums. The Act was amended in year 2021, as “Odisha Land Rights to Slum Dwellers Amendment Act, 2021”, to ensure a minimum of 30 square metre of land, (subject to availability) for in-situ housing benefit to beneficiaries.

The ‘Odisha Liveable Habitat Mission (OLHM)- “Jaga Mission” program was launched, that aims to transform all slums into ideal or ‘Adarsh Colonies’ through provisioning of basic infrastructure and services in the slums viz (i) household pipe water (ii) individual toilet (IHHL), (iii) in-house electricity connection (iv) paver block road, (v) pucca storm water drain, (vi) street lights, (vii) Parichaya community centres, (viii) Vacant/open space development and (ix) Child Play equipment. It is aimed to transform all slums in the state of Odisha in liveable habitat within a span of 2-3 years.

While “Odisha Land Rights to Slum Dwellers Act, 2017”, affirmed Land Rights to eligible beneficiaries in the Municipalities and Notified Area Councils of the state, the Odisha Municipal Act have been amended in year 2022 to enable identifying, securing and transferring land rights to slum dwellers in in the five Municipal Corporations under the provisions defined under the “Odisha Land Rights to Slum Dwellers Act, 2017” and Odisha Municipal Amendment Act, 2022. It is yet another historic decision of Hon’ble Chief Minister that would benefit nearly 2.5 lakh families in receiving tenure security and housing assistance.

The process of settlement of land rights requires accurate mapping of the area occupied by slum dwellers including the area occupied by each individual household and major topographic features of the slum occupied lands such as roads, drains, water bodies, community buildings/spaces (school, clubs, places of worship etc), and existing slum amenities (community toilet etc). The maps of land occupied by slum dwellers needs to be used to generate a slum layout map to assess the tenability of assigning land rights and development of slum amenities (road access, sanitation etc) in future. It is imperative to prepare base maps of the slum including the land ownership and current occupation in an objective manner to ensure assigning of land rights including suggestions on in-situ/relocation-based land settlement follows a fair and transparent procedure.

A competent Consultant appointed by the government authorities in the respective areas (Municipal Corporations) will conduct a detailed end-to end slum household level USHA survey in digital mode with biometric authentication and facilitate in the process of conferring land rights to eligible families. Such household survey data has to be maintained on a software application for retrieval and analysis.

#### **2. Purpose:**

This initiative by Government of Odisha targets to assign land rights to about 2.5 lakh households residing in about 1,110 slums in the five Municipal Corporations in Odisha in a phased manner.

The main objective of this consultancy is to

- a. Coordination with Technical Agency & Jaga Mission
- b. Orientation Capacity Building of Enumerators & Mobilization of SDAs & slum residents
- c. Organizing door-to-door survey as per USHA format & sharing accurate data through online platform
- d. Collection of documents as per USHA survey requirement
- e. Coordinating with Scrutiny Sub-committee and UASRRC (of respective ULBs) for issue of Land Rights

**a. Coordination with Technical Agency & Jaga Mission**

- The consultant will work in close coordination with Jaga Mission and Technical Agency. Consultant will be responsible to orient and train its staff with the support from Jaga Mission & Technical Agency to understand
  - i. Objective of the program,
  - ii. Act and rules of the scheme,
  - iii. its broader significance to the lives of urban poor,
  - iv. processes and activities under the program and
  - v. all related information, towards issuance of land rights to eligible beneficiaries.
  - vi. Role of each stakeholder in the activities, inter-dependance of stake-holders and joint/shared responsibilities.

**b. Orientation Capacity Building of Enumerators & Mobilization of SDAs & slum residents**

- The consultant will ensure capacity building of the Enumerators on the mentioned indicators as heigheted in point (a). Post training, enumerators will have to qualify an evaluation test and only qualified enumerators will be eligible to undertake the survey. The consultant will be responsible to mobilize and orient SDAs on Land Rights and its eligibility criteria, role of SDA in the process and the importance to ascertain that eligible families are covered under the survey and any form of misconduct and negligence is thoroughly checked.

**c. Organizing door-to-door survey as per USHA format & sharing accurate data through online platform**

The USHA survey involves the following steps: -

- The environment for the survey needs to be created through suitable means and in consultation with all concerned stakeholders like SDAs, elected representatives, staff of Municipal Corporation etc., to explain the objective of the USHA Survey. Consultant will

collect the list of notified slums and the ortho map from the Municipal Corporation (ULB). In addition, consultant will devise suitable means in consultation with the < Commissioner/authorized representative of Commissioner/Nodal Officer of the ULB to conduct USHA survey.

- Immediately, prior to USHA survey, consultant orient SDAs (and if necessary, elected representatives) on Jaga Mission and Land Rights and will publicly announce the purpose, content and timing of survey. As per the timing announced, the survey team will begin the door-to-door USHA survey, this will consist of allotting house numbers to households through stickering followed with interviews and document collection with respondents from each mapped household.

**d. Collection of documents as per USHA survey requirement:**

- Digital Data feeding (as per the prescribed format of USHA survey), Document collection and upload, biometric authentication of respondent processes will take place simultaneously at the slum.
- Survey team to ensure completeness and correctness of information (each and every information is correctly entered) (For e.g., Name of the applicant to match with the name mentioned on the Aadhar proof) and the documents are clear and legible.
- The survey team will map the house numbers on the ortho-map and submit a fair copy of the mapped households to the ULB.
- All household information should be verified and validated by SDA.
- All documents and household information should be verified, validated and authenticated by Commissioner/authorized representative of Commissioner.
- Consultant will analyze the data and provide periodic reports on progress and other indicators under the USHA survey.
- Consultant will facilitate SDA in preparing a plan for re-layout of the slum area, if agreed, within the boundaries of the slum.
- Further, consultant will provide support to SDA and technical agency for submission of draft proposal.

**e. Coordinating with Scrutiny Sub-committee and UASRRC (of respective ULBs) for issue of Land Rights**

- Conduct verification as per instruction of Scrutiny sub-committee to validate information sought.
- Mobilize and orient SDA on the Scrutiny sub-committee feedback and engage them during the verification process.
- Submit report on verification to Scrutiny sub-committee.
- In case of updation of information, comply with the formalities jointly with SDA & ULB (as appropriate)
- Ensure updation of the final information digitally.
- Consultant will support ULB in preparation of list of beneficiaries for UASRRC approval.
- UASRRC approval to be held fortnightly.

- Consultant will work closely with Jaga Mission during appraisal and approval processes and will assist Jaga Mission in various presentations and meetings at the state level.

### 3. Scope of Work/Services:

The scope of work covers conducting a detailed and end-to-end slum household level USHA survey (under prescribed information indicators) in digital mode with biometric authentication and facilitate in the process of conferring land rights to eligible families in the five Municipal Corporations. Such household survey data has to be maintained on a software application for retrieval and analysis.

The scope of five Corporations is offered in three packages. The package details along with the list of districts and ULBs are given below in Table 1. However, number of slums and households are only indicative. It may change and will be finally suggested by the Corporation/District Administration.

**Table 1**

Sr No	District	Corporation	No of Slums	No of Households	Population
1	Cuttack	Cuttack Municipal Corporation	252	49,065	1,96,260
2	Ganjam	Berhampur Municipal Corporation	171	28,125	1,12,500
3	Khordha	Bhubaneswar Municipal Corporation	436	1,00,870	4,03,480
4	Sambalpur	Sambalpur Municipal Corporation	170	35,350	1,41,400
5	Sundergarh	Rourkela Municipal Corporation	81	29,100	1,16,400
<b>TOTAL</b>			<b>1,110</b>	<b>2,42,510</b>	<b>9,70,040</b>

The summary of Scope, output and timeframe is outlined in the Table 2:

**Table 2**

Sl. No.	Activity	Output/Deliverables	Roles*	Timeline in Days
1	On-boarding of Technical Agency (for Drone Survey & Mobile App)	Comprehensive scope of work defined in the agreement.	JM	T0
2	Slum List & Identification and handover of slum list to TA	Slum Name, Ward Number, Geo-coordinates provided under the seal & signature of Deputy Commissioner-Jaga Mission of each Corporation	TA+JM	T0+2



3	Drone Survey	UAV-based high-resolution aerial photography for each listed slum resulting in generation of Ortho-map.	TA	T0+4
4	Delivery of Ortho image	Three number of hard copies of base maps, printed at a scale of 1/500 and in suitable sheet sizes to aid the household enumeration process in the field. (Three copies for Jaga Mission, ULB and Survey)	TA	T0+13
5	Handover USHA Mobile Application by TA	Software Application to enable digital survey of slum household (in alignment with the USHA survey template)	TA	T0+20
6	On-boarding of USHA Survey Agency	Comprehensive scope of work defined in the agreement.	JM	T0+21
7	<p>Training of Enumerators &amp; Device/Surveyor Registration</p> <p>7.1- Orientation on Jaga Mission Program</p> <p>7.2- Orientation of detailed survey process</p> <p>7.3- Orientation on facilitation roles of enumerator</p> <p>7.4- Orientation of regular progress reporting &amp; coordination with TA.</p>	<p>All staffs of USHA Survey Agency should obtain training. Evaluation process will be conducted, post training. Selected/qualified enumerators to register.</p>	JM+TA	T0+24
8	<p>Slum Community Mobilization-</p> <p>8.1- Meeting with SDA &amp; slum residents to orient on Jaga Mission, Survey process &amp; Land Rights eligibility.</p> <p>8.2- Prior intimation to SDA on survey dates and preparatory activities to be undertaken.</p> <p>8.3- Orientation of SDA on its roles &amp; responsibilities during Land Rights process.</p>	<p>1. All stakeholders will be sensitized.</p> <p>2. SDA resolution on the orientation training to be submitted to ULB.</p>	SA	T0+26
9	<p>Stickering of Households</p> <p>(A unique code will be provided for each slum in respective ULB which will be followed for household numbering)</p>	<p>All houses within the slum boundary are to be identified based on ortho-image and assigned unique number. The ortho-image with house numbers will be made available</p>	SA	T0+29

10	<p>Collection of documents, bio-metric (finger print &amp; retina scan) and survey through handheld device</p> <p>10.1- Meticulous verification of documents 10.2- Ensure correctness of information entry 10.3- Legible and clear document upload 10.4- Accurate bio-metric authentication 10.5- Recheck (with respondent) before final updation</p>	Data to be integrated to an on-line platform. Standardized data are to be made available	SA	T0+39
11	<p>Re-layout plan (sketch on tracing sheet), fair copy of the map (with household number) to be handed over to TA</p> <p>11.1- Place tracing sheet over Ortho image, clearly mark household number on the physical structure as per the number allotted in the sticker. 11.2- Mark physical structures of the slum like road, drain etc. 11.3- Mark proposed structures in consultation with SDA. 11.4- Handover the re-layout/fair map to TA.</p>	Re-layout plan (sketch on tracing sheet), fair copy of the map duly handed over to TA	SA	T0+44
12	Integration of USHA data with revenue information & computation of Area	Digital copies of the base map will be used in a Geographic Information System (GIS) to integrate the enumerated, non-spatial household information with the spatial information contained on the base map itself and other spatial information.	TA	T0+49
13	Slum Lay-out and Draft Proposal Map	Composition of land settlement proposal map as per analysis and provision of hard copies on transparent paper or film and paper print two copies along with printing of proposed land schedule.	TA	T0+56
14	Final Slum Proposal Map vetted by Deputy Commissioner-Jaga Mission	Delivery of final copies of land settlement map along with land schedule for assigning rights to slum dwellers by ULB.	TA+DA	T0+56
15	Information submission to Scrutiny Subcommittee (SSC)	List of eligible beneficiararies including land schedule	TA	T0+56

16	<p>Verification by SSC and forwarding to UASRRC</p> <p>15.1- Conduct verification as per instruction of Scrutiny sub-committee to validate information sought.</p> <p>15.2- Mobilize and orient SDA on the Scrutiny sub-committee feedback and engage them during the verification process.</p> <p>15.3- Submit report on verification to Scrutiny sub-committee.</p> <p>15.4- In case of updation of information, comply with the formalities jointly with SDA &amp; ULB (as appropriate)</p> <p>15.5- Ensure updation of the final information digitally.</p>	Submission of report to SSC along with list of eligible beneficiaries.	DA+ SA+ TA	T0+63
17	<p>Notice for Objection and suggestion (15 days)</p> <p>16.1- Facilitate publishment of Notice in slum</p> <p>16.2- Coordinate with SDA and ULB in submission of objection, if any.</p> <p>16.3- Facilitate with ULB for addressal and resolution of objection, if any.</p> <p>16.4- Mobilize and orient SDA on their involvement towards resolution of objection, if any.</p> <p>16.5- Submit report on the final decision/resolution, jointly with SDA and ULB to Scrutiny Sub-committee.</p> <p>16.6- Prepare the final beneficiary list after the Objection-Suggestion period for approval by UASRRC.</p>	<ol style="list-style-type: none"> <li>1. Photo evidence of Notice Publication in slum.</li> <li>2. Submission of the objection/suggestion received to ULB.</li> <li>3. Submit report on the final decision/resolution, jointly with SDA and ULB to Scrutiny Sub-committee.</li> <li>4. Prepare the final beneficiary list after the Objection-Suggestion period for approval by UASRRC.</li> </ol>	DA+ SA+ TA	T0+78
18	Approval by UASRRC		DA	T0+80

\* JM- Jaga Mission, TA- Technical Agency, SA- Survey Agency, DA- District Administration

Note- The end-to-end household survey ( for each package) to be completed within a period of 6 months from the date of agreement.

The specific responsibilities of the Consultant/Agency will be to ensure that the staffs engaged are fully trained to carryout assigned activities and are gifted with a delivery mind set. Besides that, the Consultant/Agency is:

To procure and retain quality professional staff.

Provide technical and managerial support to ensure effective implementation of projects in designated cities.

Report on progress of activities and coordinate closely with the ULB and Jaga Mission in the discharge of the roles and responsibilities as per agreed terms.

#### **4. Reporting & Documentation:**

##### **Fortnight reports:**

Fortnight review meetings with Consultant/Agency by CMC to be held to review progress and performance. Fortnight reports in agreed format need to be shared by Consultant/Agency that include brief update on the progress, information on issues faced during survey, action taken and output generated. The report to explicitly include resolution towards identified gaps observed during survey, in order to ensure timely progress and completion.

In the event of average or low performance, or if two consecutive timelines are missed/delayed, in such instances, the CMC shall give notice and shall have the option to withdraw allocated slums (partly or fully) in which Consultant/Agency has executed work, at the risk and cost of the agency.

##### **Final Report:**

One Final reports in agreed format need to be shared by Consultant/Agency that include

1. status on the achievement against each activity/deliverable as outlined in the scope of work.
2. A detailed itinerary of the documents and information handed over to the client, including description of the placeholder, mode of repository, quantity and related description.
3. A detailed report on Knowledge Transfer process to appropriate assignees.

#### **5. Performance Assessment:**

Fortnightly performance assessment will be conducted to evaluate achievement obtained by Consultant/Agency to the desired objective and scope of the work. The evaluation will include the progress vs timeline, quality of digital survey, innovation and scale of work, along with other related deliverables.

Feedback on performance will be provided to the Consultant/Agency. In case of performance at a scale of average or below average, for more than two consecutive appraisal periods, the Consultancy Monitoring Committee (CMC) may notify on de-scoping to the Consultant/Agency as per the terms of the contract.

## 6. Eligibility of Consultant/Agency:

A detailed and meticulous digital survey (including biometric authentication) of every slum household, in close consultation and participation of Slum Dwellers Associations and ULB officials is highly essential to proceed with assessment and approval of Land Rights to eligible slum households. In this light, Jaga Mission, Housing and Urban Development, Govt of Odisha has decided to open up a bidding process for selection of Consultant/Agency and a brief of their eligibility criteria is given as Annexure V:

## 7. Fee Payable, Payment Schedule and milestones:

Fee for carrying out all activities as per this TOR will be Rs. 350/- per household surveyed.

Hence, Total fee inclusive of all taxes payable will be 350/- per household surveyed. (GST to be paid Extra as applicable)

Payment to Consultant/Agency will be made on the basis of milestones mentioned in the table below:

Sr No	District	Corporation	No of Slums	No of House-holds (Approx.)	Package	Milestone	Documents to be submitted	Amount to be released to consultant/ Agency
1	Khordha	Bhubaneswar Municipal Corporation	436	1,00,870	Package - 1	<ol style="list-style-type: none"> <li>1. Training and Registration of Enumerators.</li> <li>2. 50% survey saturation of ULB slums.</li> <li>3. 50% survey saturation of ULB slums.</li> <li>4. 100% issuance of Land Rights to eligible beneficiaries.</li> <li>5. Facilitation for Land Rights of beneficiaries with Land complexities &amp; due compliance.</li> </ol>	<ol style="list-style-type: none"> <li>1. List of Enumerator registration submitted to Jaga Mission.</li> <li>2. Digital household surveyed data available for 50% of the listed slums.</li> <li>3. Digital household surveyed data available for 50% of the listed slums.</li> <li>4. List of Land Right beneficiaries updated digitally</li> <li>5. List of Land Right beneficiaries updated digitally after compliance of appropriate process.</li> </ol>	<ol style="list-style-type: none"> <li>1. 10% of the rate offered.</li> <li>2. 30% of the offered rate.</li> <li>3. 30% of the offered rate.</li> <li>4. 20% of the rate offered.</li> <li>5. 10% of the rate offered.</li> </ol>
2	Cuttack	Cuttack Municipal Corporation	252	49,065	Package - 2	<ol style="list-style-type: none"> <li>6. Training and Registration of Enumerators.</li> <li>7. 50% survey saturation of ULB slums.</li> <li>8. 50% survey saturation of ULB slums.</li> <li>9. 100% issuance of Land Rights to eligible beneficiaries.</li> </ol>	<ol style="list-style-type: none"> <li>1. List of Enumerator registration submitted to Jaga Mission.</li> <li>2. Digital household surveyed data available for 50% of the listed slums.</li> <li>3. Digital household surveyed data available for 50% of the listed slums.</li> <li>4. List of Land Right beneficiaries updated digitally</li> <li>5. List of Land Right beneficiaries updated digitally</li> </ol>	<ol style="list-style-type: none"> <li>1. 10% of the rate offered.</li> <li>2. 30% of the offered rate.</li> <li>3. 30% of the offered rate.</li> <li>4. 20% of the rate offered.</li> <li>5. 10% of the rate offered.</li> </ol>
3	Ganjam	Berhampur Municipal Corporation	171	28,125		Facilitation for Land Rights of beneficiaries with Land complexities & due compliance.	<ol style="list-style-type: none"> <li>1. List of Enumerator registration submitted to Jaga Mission.</li> <li>2. Digital household surveyed data available for 50% of the listed slums.</li> <li>3. Digital household surveyed data available for 50% of the listed slums.</li> <li>4. List of Land Right beneficiaries updated digitally</li> <li>5. List of Land Right beneficiaries updated digitally</li> </ol>	<ol style="list-style-type: none"> <li>1. 10% of the rate offered.</li> <li>2. 30% of the offered rate.</li> <li>3. 30% of the offered rate.</li> <li>4. 20% of the rate offered.</li> <li>5. 10% of the rate offered.</li> </ol>

							after compliance of appropriate process.	
4	Sambalpur	Sambalpur Municipal Corporation	170	35,350	Package - 3	10. Training and Registration of Enumerators.	1. List of Enumerator registration submitted to Jaga Mission.	1. 10% of the rate offered. 2. 30% of the offered rate. 3. 30% of the offered rate. 4. 20% of the rate offered. 5. 10% of the rate offered.
5	Sundergarh	Rourkela Municipal Corporation	81	29,100		11. 50% survey saturation of ULB slums. 12. 50% survey saturation of ULB slums. 13. 100% issuance of Land Rights to eligible beneficiaries. Facilitation for Land Rights of beneficiaries with Land complexities & due compliance.	2. Digital household surveyed data available for 50% of the listed slums. 3. Digital household surveyed data available for 50% of the listed slums. 4. List of Land Right beneficiaries updated digitally 5. List of Land Right beneficiaries updated digitally after compliance of appropriate process.	

\* All types of Report templates to be approved by the CMC.

\*\* All deliverables are to be jointly approved by ULB & JAGA member for payment to be released by Jaga Mission. Invoice with certified deliverable to be submitted to Jaga Mission Authority and payment to be released within maximum period of 30 days.

\*\*\* In the event of average or low performance, or if two consecutive timelines are missed/delayed, in such instances, the CMC shall give notice and shall have the option to withdraw allocated slums (partly or fully) in which Consultant/Agency has executed work, at the risk and cost of the agency.

## 7. List of ULBs, slums and households (HHs) to be covered:

Sr No	District	Corporation	No Slums	of	No of Households (Approx.)	Package
1	Khordha	Bhubaneswar Municipal Corporation	436		1,00,870	Package - 1
2	Cuttack	Cuttack Municipal Corporation	252		49,065	Package - 2
3	Ganjam	Berhampur Municipal Corporation	171		28,125	
4	Sambalpur	Sambalpur Municipal Corporation	170		35,350	Package - 3
5	Sundergarh	Rourkela Municipal Corporation	81		29,100	
<b>TOTAL</b>			<b>1,110</b>		<b>2,42,510</b>	

Actual count of Slums & households may vary as per field enumeration.

## ANNEXURE -A1

### Package Details:

### Package -1:

Sr No	District	Corporation	No of Slums	No of Households (Approx.)
1	Khordha	Bhubaneswar Municipal Corporation	436	1,00,870
<b>TOTAL</b>			<b>436</b>	<b>1,00,870</b>

Actual count of Slums & households may vary as per field enumeration.

### Package -2:

Sr No	District	Corporation	No of Slums	No of Households (Approx.)
1	Cuttack	Cuttack Municipal Corporation	252	49,065
2	Ganjam	Berhampur Municipal Corporation	171	28,125
<b>TOTAL</b>			<b>423</b>	<b>77,190</b>

Actual count of Slums & households may vary as per field enumeration.

### Package- 3:

Sr No	District	Corporation	No of Slums	No of Households (Approx.)
1	Sambalpur	Sambalpur Municipal Corporation	170	35,350
2	Sundergarh	Rourkela Municipal Corporation	81	29,100
<b>TOTAL</b>			<b>251</b>	<b>64450</b>

Actual count of Slums & households may vary as per field enumeration.

## Annexure V

Standard Form of Contract

CONTENTS

I.	Form of Contract	
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Contract for Engagement of Consultant/ Agency for Urban Slum House Hold Area (USHA) Survey of and facilitation in the process of Land Rights in Five Municipal Corporations under Jaga Mission



Between

Director of Municipal Administration & Mission Director for Jaga Mission

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 Mission Director for Jaga Mission 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 of Services
  - 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 JAGA Mission, H&UD Depart.  
[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 Appendix 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 necessary disciplinary action may be taken as per Bid security declaration.
- 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:
2.	1.7	{insert name of member} 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 the Contract shall be **for a period of 6 Month.**
- 8 4.5 a. The Resident Manager not required.
- 9.. 6.1 (b) The ceiling in local currency is Rs \_\_\_\_\_ lakhs
10. 6.3 **PAYMENT AND REPORTING SCHEDULE**  
 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.

#### **Appendix A: Description of Services:**

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 ToR , along with details of persons for each activity will be given here.

**Appendix C: Staffing schedule:**

Details of Staffing should be mentioned here.

**Appendix -D: Total Cost of Service:**

Total cost under this contract will be limited to ..... lakhs 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”).

**Appendix F: Duties of the Consultancy firm/agency**

(Include here the list of Services/ Work to be performed by the Consultancy and facilities to be provided to “Client”.

**Annexure VI**

Bank Guarantee Format for Performance

To

The JAGA Mission  
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 thereunder 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 a t ..... \* (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

