



# Request for Proposal

Selection of Agency for GIS Based Mapping of  
Urban Utility Assets in the 6 (Six) AMRUT Towns  
in Odisha

Date of Release of RFP	30/06/2018
Date of Pre-bid Meeting	12/07/2018
Last date of Submission of RFP	31/07/2018

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

June 2018

# Disclaimer

Housing & Urban Development (H&UD) Department, Govt. of Odisha has prepared this document to give the interested agencies the background information on GIS based mapping of urban utility assets in the 6 (six) AMRUT towns in Odisha.

While H&UD Department has taken due care in the preparation of the information contained herein and believes it to be accurate, neither H&UD Department nor any of its authorities or agencies nor any of their respective officers, employees, agents or advisors give any warranty or make any representations, express or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

The information is not intended to be exhaustive. Interested agencies are required to make their own inquiries and respondents will be required to confirm in writing that they have done so and they do not rely on the information given in this document in submitting the RFP.

H&UD Department reserves the right not to proceed with the selected agency at any point of time or to change the configuration of the project to alter the timetable reflected in this document or to change the process or procedure to be applied.

It also reserves the right to decline to discuss the matter further with any party expressing interest. No reimbursement of cost of any type will be paid to persons or entities requesting for proposal.

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# Notice Inviting Tender

Housing & Urban Development (H&UD) Department,  
Government of Odisha  
Director of Town Planning  
Unit-V, Power House Square, Bhubaneswar, Odisha - 751001  
Phone: 0674-2390596  
email: dtpodisha@gmail.com

RFP- No. 3775/DTP

Dated -30/06/2018.

1. The Director of Town Planning, H&UD Department, Government of Odisha invites applications for Selection of Agency for GIS Based Mapping of Urban Utility Assets in the 6(six) AMRUT towns in Odisha i.e. Bhubaneswar, Cuttack, Berhampur, Sambalpur, Rourkela and Puri through RFP. The detailed information is available in the Housing & Urban Development Department web site: [www.urbanodisha.gov.in](http://www.urbanodisha.gov.in). The proposal complete in all respect may be sent so as to reach the undersigned on or before **date 31/07/2018 up to 04.00 PM** as per the instructions mentioned in this RFP document. **The proposals received beyond the stipulated time line will be out rightly rejected.** The Director of Town Planning reserves the right to accept or reject all or any of the proposals and terminate the selection process without assigning any reason thereof.
2. Participating Agencies must fulfil the following pre-requisites:
  - i. The Agency must have been operating in India for at least 5 years. Proof of registration as a legal entity must be submitted.
  - ii. Average annual turnover of the Applicant (lead partner in case of consortium) for the last three financial years should be equal to or greater than INR 8crores.
  - iii. In the last 5 years, the bidders should have handled two similar assignments (GIS based Mapping of Urban Areas, DGPS/ GPS Survey and development/ implementation of web-enabled Asset Management System) with consulting fee of above INR 15 lakh per assignment. In case of bidding consortium, bidders should ensure at least 50% of the projects have been handled by the lead bidder and the consortium meeting the full requirement.

*Note: Proposals without meeting the above requirements will be treated as ineligible*
3. Interested Agencies may download the complete Request for Proposal (RFP) document from the website <[www.urbanodisha.gov.in](http://www.urbanodisha.gov.in)> from 4<sup>th</sup> July 2018
4. A pre-bid meeting is proposed on 12<sup>th</sup> July 2018 at 11:30 AM at Director of Town Planning Unit – V, Power House Square Odisha ,Bhubaneswar.-.751001.
5. Interested Agencies may submit their proposals along with an EMD/Security Deposit of **INR 3 Lakh/-** (Rupees three Lakh only) as prescribed in the RFP document (refundable for unsuccessful bidders only). No proposals will be accepted without the EMD. Proposals received without EMD will be considered ineligible.

*Note: No liability will be accepted for downloading the incomplete document.*
6. Sealed complete proposal will be received at the address mentioned below on any working day up to 04:00 PM on 31/07/2018. The Technical proposals of the Bids will be opened on the same day at 04:30 PM. at Director of Town Planning Unit –V, Power House Square Odisha ,Bhubaneswar.-.751001.
7. Proposals to be submitted through speed post/registered post/courier only. No drop-box facility/online submission is available/permitted.
8. Incomplete and/or Delayed submission will lead to outright rejection of the bid/proposal.
9. For preparation of GIS based Mapping of Urban Utility Assets. The Image Derived Digital Cadastral Revenue Maps showing existing land use of the area prepared from satellite data and depicted on revenue maps in GIS formats will be supplied to the bidders under Certificate of Undertaking by Director of Town Planning. For further details, refer Section V – Terms of Reference.

-Sd-

**Director Town Planning**  
**Directorate of Town Planning,**  
**Unit-V, Power House Square, Bhubaneswar, Odisha - 751001**  
**Phone: 0674-2390596**  
**email: dtpodisha@gmail.com**

## Schedule of Bidding Process

Sl. No.	Information	Details
1	Publication of RFP	30/06/2018
2	Period of availability of RFP document	Up to 31/07/2018
3	Pre bid meeting	12/07/2018
4	Last date of receipt of queries	11/07/2018 up to 11:30 AM
5	Address and e-mail for submission of written queries for clarifications	Mr Subhendra Mishra Director of Town Planning, Unit-V, Power House Square, Bhubaneswar, Odisha - 751001 Phone: 0674-2390596 email: <a href="mailto:dtpodisha@gmail.com">dtpodisha@gmail.com</a> , <a href="mailto:tasu.hudd@gmail.com">tasu.hudd@gmail.com</a>
6	Last date and of receipt of proposals	<b>31/07/2018 by 4:00 PM</b>
7	Date and Time of Technical Proposal opening	<b>31/07/2018 at 4:30 PM</b>
8	Date and Time of Financial Proposal opening	-
9	Address at which proposal in response to RFP notice is to be submitted (Proposals to be submitted through speed post/registered post/courier only. No drop box facility/online submission is available/permitted)	Mr. Subhendra Mishra Director, Town Planning Directorate of Town Planning, Unit-V, Power House Square, Bhubaneswar, Odisha - 751001 Phone: 0674-2390596 email: <a href="mailto:dtpodisha@gmail.com">dtpodisha@gmail.com</a> ,

# Letter of Invitation

1. Director Town Planning, Housing and Urban Development (H&UD) Department, Government of Odisha (hereinafter 'the Client') invites proposals for GIS Based Mapping of Urban Utility Assets in the 6 (six) AMRUT towns in Odisha. Detailed Scope of Work is provided in the Section V-Terms of Reference, Page no. 54.
2. A firm shall be selected under Quality & Cost Based Selection (QCBS) method and procedures described in this RFP.
3. The RFP includes the following documents:
  - 3.1. Letter of Invitation
  - 3.2. Instructions to Bidders
  - 3.3. Data Sheet
  - 3.4. Eligibility & Evaluation Criteria
  - 3.5. Proposal Forms
  - 3.6. Terms of Reference (ToR)
  - 3.7. General Conditions of Contract (GCC)
  - 3.8. Particular Conditions of Contract (PCC)
  - 3.9. Contract Forms
4. Please note that while all the information and data regarding this RFP is, to the best of the Client's knowledge, accurate within the considerations of scoping the proposed contract, the Client holds no responsibility for the accuracy of this information and it is the responsibility of the Agency to check the validity of data included in this document.
5. Bidders are requested to submit following documents along with their proposals:-
  - i. Earnest Money Deposit (EMD)(Refundable – in case of unsuccessful bidders only) of INR3 Lakh (Indian National Rupees Three Lakh only) in favour of **Director, Town Planning, Odisha. payable at Bhubaneswar.**
  - ii. Copy of certificate of Incorporation/Registration Certificate
  - iii. Audited financial statements of last 3 year to be enclosed along with ITR (Income Tax Return)
  - iv. Certificate/Work order/MOU from Client regarding experience should be furnished.
  - v. Other supporting documents as mentioned in the proposal forms.
  - vi. Incomplete and/or Delayed submission will lead to outright rejection of the bid/proposal.

Yours Sincerely,

Mr Subhendra Mishra  
DIRECTOR, Town Planning  
Directorate of Town Planning,  
Unit-V, Power House Square, Bhubaneswar, Odisha – 751001  
Phone: 0674-2390596  
email: dtpodisha@gmail.com

## **Part I- Proposal Procedures**



# Section I- Instructions to Bidders

## A. General

### 1. Definitions

1.1. The following words and expressions shall have the meanings hereby assigned to them:

- (a) "Client" means the Director of Town Planning, Housing & Urban Development (H&UD) Department, Government of Odisha;
- (b) "Agency/ Bidder" means any private or public entity (*The Bidders must be a company as specified in the Companies Act, 1956 / a society registered under The Societies Registration Act, 1860 / a trust registered under the Indian Trusts Act, 1882 / a company as specified in section 25 of Companies Act, 1956/ a Limited Liability Partnership registered under 'The Limited Liability Partnership Act, 2008*) that will provide the Services to the Client under the Contract;
- (c) "Contract" means the Contract signed by the Agencies and all the attached documents;
- (d) "Data Sheet" means such part of the Instructions to Agencies used to reflect specific assignment conditions;
- (e) "Day" means calendar day;
- (f) "Effective Date" means the date on which this Contract comes into force;
- (g) "Instructions to Bidders" (ITB) means the document which provides Agencies with all information needed to prepare their Proposals;
- (h) "In writing" means communicated in written form (e.g. by mail, e-mail, fax) with proof of receipt;
- (i) "Personnel" means professionals and support staff provided by the Agency or by any Sub-Agency and assigned to perform the Services or any part thereof; "Local Personnel" means such professionals and support staff who at the time of being so provided had their domicile inside India;
- (j) "Project specific information" means such part of the Instructions to Bidders used to reflect specific project and assignment conditions;
- (k) "Proposal" means the Technical Proposal, Financial Proposal and the attached documents;
- (l) "RFP" means the Request for Proposal prepared for the selection of Agency;
- (m) "Services" means the work to be performed by the Agency pursuant to the Contract;
- (n) "Terms of Reference" (TOR) means the document included in the RFP which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Agency, and expected results and deliverables of the assignment;

## 2. Background

- 2.1. The Director of Town Planning, Housing and Urban Development (H&UD) Department, Government of Odisha invites application from bidders to conduct GIS Mapping of Urban Utility Assets in the 6 (six) AMRUT towns in Odisha i.e. Bhubaneswar, Cuttack, Berhampur, Sambalpur, Rourkela and Puri. The key objective of the GIS mapping exercise is:
- Development of GIS based Urban Utility Asset Registry System through mapping of the Urban Utility Assets in the 6 (six) ULBs
  - Development of Comprehensive Urban Utility Asset Geo-database for 6 (six) ULBs with objectives of efficient data storage, retrieval, map based information generation. The focus of the exercise is achieving a comprehensive and centralized database of urban utility assets to ensure coordinated project execution, excavations, ROW related aspects across the utilities.
  - Development of a Web based GIS enabled Urban Utility Asset Management System to facilitate recording of information on Urban Utility Assets and processing of asset database for generation of meaningful geo-spatial information through query and visual analytics to aid in Management Information System and Decision Support.

## 3. Introduction to RFP

- 3.1. The Director of Town Planning, Housing & Urban Development (H&UD) Department of Government of Odisha (Client) intends to appoint an agency for **“GIS based Mapping of Urban Utility Assets in the 6 (six) AMRUT towns in Odisha.”**
- 3.2. The Client issues these documents to select an Agency in accordance with the method of selection specified in the Data Sheet for services required for GIS based Mapping of Urban Utility Assets in the 6 (six) AMRUT towns in Odisha.
- 3.3. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Bidder.
- 3.4. The successful Bidder shall be expected to render the Services for the period specified in the Data Sheet.

## 4. Fraud and Corruption

4.1. Client requires that all the Bidders observe the highest standard of ethics during the selection process and throughout the execution of such contracts. In pursuit of this policy, the Client:

- (a) Defines, for the purposes of this provision, the terms set forth below as follows:
- (i) “Corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any 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 practice” means a scheme or arrangement between two or more Agencies, with or without the knowledge of the Client, designed to establish proposal prices at artificial, noncompetitive levels; and
  - (iv) “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of a contract;
  - (v) will reject a proposal for award if it determines that the Agency recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question;
  - (vi) will sanction a firm or individual, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that they have, directly or through an agent, engaged, in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract; and

- 4.2 Agencies shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and during execution of the assignment if the Agency is awarded the Contract, as requested in the Financial Proposal Submission form (Section IV- Proposal Forms).
- 4.3 In no case, sub-letting of "overall works" or "part thereof" would be acceptable.

## **5. Condition of Eligibility of Bidders**

- 5.1. Bidders must read carefully the minimum qualifying criteria as specified in Section III (a) and (b). Proposals of only those Bidders who satisfy the minimum qualifying criteria will be considered for evaluation.
- 5.2. If the Agency had formed an association of Agencies, each member of the association of Agency shall be evaluated as per the eligibility criteria set forth in the data Sheet. If any member of the association of Agencies is dropped at the RFP stage, such association of Agency is liable to be rejected by the Client.
- 5.3. The Client shall deal with only the lead member of the association of Agencies for the purpose of this assignment. Although the contract shall be signed by all the members of the association of Agencies, the lead member of the association of the Agencies shall be responsible and liable to the Client for every aspects of their proposal, contract etc.
- 5.4. Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of Proposal, would not be eligible to submit a Proposal either by itself or through its Associate ("Associate" means a firm have common controlling shareholders or other ownership interest as that of the Bidder).
- 5.5. An Agency that is under a declaration of ineligibility by Client in accordance with ITB Clause 4, at the date of contract award, shall be disqualified.
- 5.6. Government-owned enterprises in India shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not a dependent agency of the Client.
- 5.7. Agencies shall provide such evidence of their continued eligibility satisfactory to the Client, as the Client shall reasonably request.

## **6. Conflict of Interest**

- 6.1. An Agency shall not have a conflict of interest. All Agencies found to have conflict of interest shall be disqualified under any of the circumstances set forth below:
- (a) A firm that has been engaged by the Client to provide goods, works or services other than consulting services for a project, shall be disqualified from providing consulting services related to those goods, works or services .For the purpose of this paragraph, services other than consulting services are defined as those leading to a measurable physical output, for example surveys etc.
  - (b) An Agency (including its Personnel and Sub-Agencies) shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Agency to be executed for the same or for another Client.
  - (c) An Agency (including its Personnel and Sub-Agencies) that has a business or family relationship with a member of the Client's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process

for such assignment, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Client throughout the selection process and the execution of the Contract.

- (d) A firm (including their sub-agencies and personnel) that submit more than one proposal in this selection process shall be disqualified.

6.2. Agencies have an obligation to disclose any situation of actual or potential conflict that affects their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Agency or the termination of its Contract.

## **7. Number of Proposals**

7.1. A Firm shall submit only one proposal in the same selection process, either individually as an Agency or as a partner in a joint venture. No firm can be a sub-Agency while submitting a proposal individually or as a partner of a joint venture in the same selection process. An Agency who submits or participates in more than one proposal will cause all the proposals in which the Agency has participated to be disqualified.

## **8. Cost of Proposal**

8.1. The Agencies shall bear all costs associated with the preparation and submission of their proposals and contract negotiations, and the Client will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the entire selection process.

## **9. Due Diligence by Bidder**

- 9.1 The Agency may familiarize itself with local conditions and take them into account in preparing the Proposal. Agency may visit the Client before submitting a proposal and obtain for itself on its own responsibility all information that may be necessary for preparing the proposal and entering into a contract. The costs of visiting the Client shall be at the Agency's own expense.
- 9.2 The Agency and any of its personnel or agents will be granted permission by the Client to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Agency, its personnel, and agents will release and indemnify the Client and its personnel and agents from and against all liability in respect thereof.
- 9.3 Agencies shall ensure that the Clients advised of the visit in adequate time to allow them to make appropriate arrangements.
- 9.4 The Client may conduct the visit concurrently with the pre-proposal conference referred to in ITB Clause 13.

## **10. Right to reject any or all Bids**

- 10.1 Notwithstanding anything contained in this RFP, the Client reserves the right to accept or reject any RFP and to annul the Selection Process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
- 10.2 Without prejudice to the generality of Clause 10.1, the Client reserves the right to reject any Proposal if: a) At any time, a material misrepresentation is made or uncovered, or b) The Bidder does not provide, within the time specified by the Client, the supplemental information sought by the Client for evaluation of the Proposal.
- 10.3 Misrepresentation/ improper response by the Bidder may lead to the disqualification of the Bidder. If such disqualification / rejection occurs after the Proposals have been opened and the highest ranking Bidder gets disqualified / rejected, then the Client reserves the right to consider

the next best Bidder, or take any other measure as may be deemed fit is the sole discretion of the Client, including annulment of the Selection Process.

- 10.4 The bid shall also be summarily rejected if the firm has a record of poor performance such as absconding from work, works not properly completed as per contract, inordinate delays in completion, financial failure and / or has participated in previous bidding for the same works and had quoted unreasonably high bid price/premium.
- 10.5 Originals of the certificates shall be produced as and when required to verify the copies of statements and other information furnished along with bid. Failure to produce original documents in time will lead to disqualification.
- 10.6 In addition to the above, even while executing the work, if it is found that the firm produced false / fake certificates in the firm's bid, the firm will be blacklisted and contract will stand cancelled and all due payments withheld/ forfeited. BG will be forfeited.

## **11. History of Litigation and Criminal Record**

- 11.1. If any criminal cases are pending against the Agency at the time of submission of the bid, then the bid shall be summarily rejected. In such a case, the Agency shall submit an affidavit to the effect that the history of litigation, criminal cases pending against him/her/partners furnished by him/her is true.
- 11.2. In case it is detected at any stage that the affidavit is false, Agency will abide by the action taken by the Client without approaching any court whatsoever for redress. Agency will however, be given suitable opportunity to offer their explanation before action is taken against them.

## **B. RFP Documents**

### **12. Contents of the RFP**

- 12.1. The RFP documents are those stated below and should be read in conjunction with any Addenda issued in accordance with ITB Clause 14:

#### **Part I Proposal Procedures**

- Section I. Instructions to Agencies
- Section II. Data Sheet
- Section III. Eligibility & Evaluation Criteria
- Section IV Proposal Forms

#### **Part II Requirements**

- Section V. Terms of Reference

#### **Part III Contract conditions and forms**

- Section VI. General Conditions of Contract (GCC)
- Section VII. Particular Conditions of the Contract (PCC)
- Section VIII. Contract Forms

- 12.2. The Client is not responsible for the completeness of the RFP Document and their Addenda, if they were not obtained directly from the source stated by the Client in the invitation for proposals.
- 12.3. The Agency is expected to examine all instructions, forms, terms, and specifications in the RFP Document. Failure to furnish all information or documentation required by the RFP Document may result in the rejection of the proposal.

### **13. Request for Clarification and Pre-Bid conference**

- 13.1. A prospective Agency requiring any clarification prior to the submission of the Proposal shall contact the officer authorized by Client to accept the Request for Clarification in writing at the address specified in the Data Sheet or through email (to: [dtpodisha@gmail.com](mailto:dtpodisha@gmail.com), [tasu.hudd@gmail.com](mailto:tasu.hudd@gmail.com)). The Request for Clarification shall be submitted no later than the period specified in the Data Sheet.
- 13.2. The Client shall endeavor to respond to queries or provide any clarifications by hosting in the website without mentioning the names of the bidders seeking clarification.
- 13.3. The Client may hold a pre-bid conference no later than the period specified in the data sheet to resolve only those clarifications as sought in the Request for Clarification. The Agency's designated representative shall be invited to attend a pre-proposal conference, which, if convened, will take place at the venue and time stipulated in the Data Sheet.
- 13.4. The Client shall **webhost** [www.urbanodisha.gov.in](http://www.urbanodisha.gov.in) containing the clarifications as sought in the pre-proposal conference no later than **seven (7) days** of the pre-proposal conference. The clarification shall include a description of the inquiry but without identifying its source.
- 13.5. Any modification of the proposal documents listed in ITB Clause 12.1 that may become necessary as a result of the clarification shall be made by the Client exclusively through the issue of an Addendum pursuant to ITB Clause 14 by hosting on the website. The bidders are required to check the same prior to submission of the bid.
- 13.6. Non-attendance at the pre-bid conference shall not be a cause for disqualification of an Agency.
- 13.7. The Client at its own discretion may choose not to entertain any change in the RFP.

### **14. Amendments/modification to RFP Documents**

- 14.1. At any time prior to the deadline for submission of RFP, the Client may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP document by the issuance of Addendum/ Amendment by hosting on the website.
- 14.2. Any addendum issued shall be communicated on the **website** [www.urbanodisha.gov.in](http://www.urbanodisha.gov.in) and shall be considered as integral part of the RFP document.
- 14.3. To give prospective Agencies reasonable time in which to consider an addendum in preparing their proposals, the Client may, at its discretion, extend the deadline for the submission of proposals, pursuant to ITB Clause 28.1.

## **C. Preparation of Proposals**

### **15. Language of Proposal**

15.1. The Proposal, as well as all correspondence and documents relating to the proposal exchanged by the Agency and the Client, shall be written in the English language.

15.2. If any document is in any other language then the Bidder has to translate it.

### **16. Documents comprising the proposal**

16.1. The Proposal shall comprise two envelopes submitted simultaneously, one called the Technical Proposal containing the documents listed in ITB Clause 16.2 and the other the Financial Proposal containing the documents listed in ITB Clause 16.3, both envelopes enclosed together in an outer single envelope.

16.2. The Technical Proposal shall comprise the following:

- (a) Technical Proposal in accordance with ITB Clause 23 & 24;
- (b) Complete and unconditional Proposal Submission Form (Part A) in accordance with ITB Clause 19
- (c) Complete forms including documentary evidence in accordance with ITB Clause 22 establishing the Agency's Eligibility to perform the contract;
- (d) Earnest Money Deposit in accordance with ITB Clause 21,
- (e) Attested copies of valid and up-to-date GST registration Certificate
- (f) Written confirmation authorizing the signatory of the Proposal to commit the Agency, in accordance with ITB Clause 17.3;
- (g) In the case of a proposal submitted by a JV, the JV agreement, or letter of intent to enter into a JV including a draft agreement, indicating at least the parts of the Services to be executed by the respective partners; and
- (h) Any other document required in the Data Sheet

16.3. The Financial Proposal shall comprise the following:

- (a) Financial Proposal including complete and unconditional Proposal Submission Form (Part B) and completed schedules in accordance with ITB Clause 25;

### **17. Format and signing of Proposal**

17.1. The Agency shall provide all the information sought under this RFP. The Client would evaluate only those Proposals that are received in the specified format and complete in all respects.

17.2. The Agency shall prepare one original of the documents comprising the proposal as described in ITB Clause 16, and clearly mark it "ORIGINAL PROPOSAL". In addition, the Agency shall submit copies of the proposal, in the number specified in the Data Sheet and clearly mark them "COPY OF PROPOSAL". In the event of any discrepancy between the original and the copies, the original shall prevail.

17.3. The original and all copies of the proposal shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall initial each page. In case of printed and published Documents, only the cover & first page shall be initialed. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal. The Proposals must be properly signed by the authorized representative (the "Authorized Representative") as detailed below:

- a) By a partner, in case of a partnership firm and/or a limited liability partnership;
- b) By a duly authorized person holding the Power of Attorney, in case of a Limited Company or a Corporation;
- c) By the Authorized Representative of Lead Member in case of Consortium

A copy of the Power of Attorney certified under the hands of a Partner or Director of the Bidder and notarized by a notary public shall accompany the Proposal.

17.4. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.

17.5. Except as specifically provided in this RFP, no supplementary material will be entertained by the Client, and that evaluation will be carried out only based on Documents received by the closing time. Bidders will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected. For the avoidance of doubt, the Client reserves the right to seek clarifications under and in accordance with the provisions of Clause 35.1.

## **18. Sufficiency of Bid**

18.1. The Agencies shall be deemed to have satisfied himself before bidding as to the correctness and sufficiency of his bid for the services to be provided and of the prices quoted in the financial bid, which shall cover all his obligations under the contract and all matters and things necessary for the successful accomplishment of the services / assignments.

## **19. Proposal Submission Form and Schedules**

19.1. The Agency shall submit the Proposal Submission Form, Schedules and all documents listed under ITB Clause 16 using the relevant forms furnished in Section IV, Proposal Forms, if so provided. The forms must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

## **20. Validity of Proposals**

20.1. Proposal shall remain valid for the period specified in the Data Sheet after the proposal submission deadline date prescribed by the Client as specified in ITB Clause 28. A proposal valid for a shorter period shall be rejected by the Client as non-responsive. During the proposal validity period, Agencies shall maintain the availability of Professional staff nominated in the Proposal. The Client will make its best effort to complete negotiations within this period.

20.2. In exceptional circumstances, prior to the expiration of the proposal validity period, the Client may request Agencies to extend the period of validity of their proposals. The request and the responses shall be made in writing. If Earnest Money Deposit (EMD) is requested in accordance with ITB Clause 21, it shall also be extended for a corresponding period. An Agency may refuse the request without forfeiting its EMD.

20.3. An Agency granting the request

- (a) Shall not be required or permitted to modify its proposal, but will be required to extend the validity of its EMD for the period of the extension.
- (b) Shall confirm that they maintain the availability of the Professional staff nominated in the Proposal to be considered in the final evaluation for contract award.

## **21. Earnest Money Deposit**

21.1. If required in the Data Sheet, the Agency shall furnish along with its proposal, an Earnest Money Deposit (EMD) as a proposal security.

21.2. The EMD shall be of the amount and currency specified in the Data Sheet and shall:

- (a) be in the form as specified in the Data Sheet;



- (b) be substantially in accordance with the form of Earnest Money Deposit included in Section IV, Proposal Forms, or other form approved by the Client prior to proposal submission;
- (c) be payable promptly upon written demand by the Client in case the conditions listed in ITB Clause 21.6 are invoked;
- (d) be submitted in its original form; copies will not be accepted;
- (e) remain valid for a period of 90 days beyond the validity period of the proposals, as extended, if applicable, in accordance with ITB Clause 20.2;

21.3. If an EMD is required in accordance with ITB Clause 21.1, any proposal not accompanied by a substantially responsive EMD in accordance with ITB Clause 21.1 and 21.2, shall be rejected by the Client as non-responsive.

21.4. The EMD of the successful Agency shall be returned without any interest whatsoever, at the earliest upon the successful Agency's furnishing of the Performance Security and the signed Contract Form pursuant to ITB Clause 41 and 42

21.5. The EMD of the unsuccessful Agencies shall be returned without any interest whatsoever, at the earliest after expiry of the final proposal validity period but not later than 60 days after the award of the contract.

21.6. The EMD shall be forfeited:

- (a) if an Agency impairs or derogates from the proposal document in any respect within the period of validity of the proposal
- (b) if the successful Agency fails to:
  - (i) sign the Contract in accordance with ITB Clause 42;
  - (ii) Furnish the required Performance Security in accordance with ITB Clause 41.

21.7. The EMD of a JV must be in the name of the JV that submits the proposal. If the JV has not been legally constituted at the time of proposal submission, the EMD shall be in the names of all future partners as named in the letter of intent mentioned in Section IV - Proposal Forms.

## **22. Eligibility of the Agency and documents establishing them**

22.1. For the purposes of this particular Contract, Agencies shall meet the following minimum eligibility criteria as specified in Section III (a) and (b).

22.2. To establish its eligibility to perform the Contract in accordance with Section III (a) & (b) (Eligibility Criteria) the Agency shall provide the information requested in the corresponding information sheets included in Section IV (Proposal Forms).

## **23. Preparation of Technical Proposal**

23.1. While preparing the Technical Proposal, Agencies must give particular attention to the following:

- (a) Only one curriculum vitae (CV) shall be submitted for each position.
- (b) Evaluation will be conducted for only the positions mentioned in the RFP

## **24. Technical Proposal Submission Form and Content**

24.1. Agencies shall submit a Proposal as stipulated in the Data Sheet. Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive.

24.2. The Technical Proposal shall contain the information indicated in this Clause using the Technical Proposal Form (Section IV- Proposal Form).

- (a) For the FTP only: a brief description of the Agencies' organization and an outline of recent experience of the Agencies and, in the case of joint venture, for each partner, on assignments of a similar nature is required in the form as specified in Section IV- Proposal Form. For each assignment, the outline shall indicate the names of Sub-Agencies/ Professional staff who participated, duration of the assignment, contract amount, and Agency's involvement. Information shall be provided only for those assignments for which the Agency was legally contracted by the Client as a corporation or as one of the major firms within a joint venture. Assignments completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Agency, or that of the Agency's associates, but can be claimed by the Professional staff themselves in their CVs. Agencies should be prepared to substantiate the claimed experience if so requested by the Client. For the STP: the above information is not required.
- (b) For the FTP only: Agency shall provide comments on requirements for counterpart staff and facilities including: administrative support, office space, local transportation, equipment, data, etc. to be provided by the Client using the forms specified in Section IV- Proposal Form.
- (c) For the FTP and STP: A concise, complete, and logical description of how the Agency's team shall carry out the services to meet all requirements of the TOR i.e. description of the approach, methodology, organization and staffing schedule and work plan for performing the assignment.

24.3. The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member and his or her tasks (Section IV: Proposal Form).

24.4. Estimates of the staff input (staff-months of professionals) needed to carry out the assignment (Section IV: Proposal Form). The staff-months input shall be indicated separately for home office and field activities, and Professional staff.

24.5. CVs of the Professional staff signed by the staff themselves (Section IV: Proposal Form)

24.6. The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non-responsive.

24.7. The Client reserves the right to verify all statements, information, and documents submitted by the Bidder in response to the RFP. Any such verification or the lack of such verification by the Client to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Client there under.

24.8. If an individual Key Personnel makes a false statement regarding his qualification, experience or other particulars, he shall be liable to be debarred for any future assignment of the Client for a period of 3 (three) years. The award of work to the Agency may also be liable to cancellation in such an event.

## **25. Financial Proposal Submission Form and Content**

25.1. The Financial Proposal shall be prepared using the attached Standard Forms (Section IV: Proposal Form). The Agency shall quote their offer on 'Lump sum' basis for the services in the prescribed format. Financial Proposal in no other format shall be accepted.

25.2. The Financial Proposal shall list all costs associated with the assignment, including remuneration for staff, cost of necessary travel, including transportation of the Personnel by the most appropriate means of transport and the most direct practicable route; investigations and surveys including costs for development of software, procurement of hardware, consumables, infrastructure backup; cost of applicable international or local communications such as the use of

telephone and facsimile required for the purpose of the Services; training costs and cost of such further items required for purposes of the Services not covered in the foregoing.

25.3. The Agency shall make realistic assessment of the exhaustive nature of work and the extent of expert technical and managerial inputs and resources required to carry out the services included in the ToR diligently to achieve high quality outputs & deliverables within the stipulated time and quote their offer accordingly.

25.4. Commissions and gratuities, if any, paid or to be paid by Agencies and related to the assignment shall be listed in the Financial Proposal Form (Section IV: Proposal Form).

25.5. All duties, taxes, and other levies (**except GST**) payable by the Agency under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of proposals, shall be included in the rates and prices and the total Proposal Price submitted by the Agency.

25.6. Unless otherwise provided in the Data Sheet and the Conditions of Contract the prices quoted by the Agency shall be fixed and not subject to variation on any account.

## **26. Currency of Proposal**

26.1. The currency of the proposal and payment shall be INR.

## **D. Submission of Proposals**

### **27. Submission, sealing and marking of Proposal**

27.1. Agencies shall submit their proposals by post or Courier. Agencies shall enclose the original and each copy of the Technical Proposal, in a sealed envelope, duly marking the envelopes as "TECHNICALPROPOSAL". Similarly, the original and copies of Financial Proposal shall be placed in a sealed envelope marked "FINANCIALPROPOSAL." These envelopes containing the technical and the financial proposal shall then be enclosed in one single outer envelope and sealed. The rest of the procedure shall be in accordance with ITB Clauses 27.2 & 27.3.

27.2. All the envelopes shall:

- (a) bear the name and address of the Agency;
- (b) be addressed to the Client in accordance with ITB Clause 28.1;
- (c) bear the specific identification as specified in the Data Sheet; and
- (d) The financial proposal shall bear a warning "Do not open with the technical proposal".

27.3. If all envelopes are not sealed and marked as required, the Client shall assume no responsibility for the misplacement or premature opening of the proposal. If the Financial Proposal is not submitted in, a separate sealed envelope duly marked as indicated above, this shall constitute the ground for declaring the proposal non-responsive.

27.4. If the bid is received unsealed or in damaged condition such that contents are lost or damaged, the authority will assume no responsibility for any such misplacement or premature opening of the bid. Such a bid shall be summarily rejected. Any bid opened prematurely either because of any other damage to the cover or because of inadequate identification, as specified in ITB Clause 27.2 will also be rejected.

## **28. Deadline for Submission of Proposals**

- 28.1. Complete proposals must be received by the person authorized by the Client as specified in the Data Sheet at the address specified in the Data Sheet and no later than the date and time specified in the Data Sheet. The authorized person shall acknowledge receipt with date and time to the bearer of the proposal.
- 28.2. If the last date of submission of proposals is declared a holiday the next working day will be treated as the last date for submission of proposals.
- 28.3. The Client may, at its discretion, extend the deadline for the submission of proposals by amending the RFP Documents in accordance with ITB Clause 14, in which case all rights and obligations of the Client and Agencies previously subject to the deadline shall thereafter be subject to the deadline as extended.

## **29. Late Proposals**

- 29.1. The Client shall not consider any proposal that arrives after the deadline for submission of proposals, in accordance with ITB Clause 28. Any proposal received by the Client after the deadline for submission of proposals shall be declared late, rejected, and returned unopened to the Agency.

# **E. Opening and Evaluation of Proposals**

## **30. Proposal Opening**

- 30.1. The Evaluation Committee of the Client shall conduct the Technical proposal opening in public in the presence of the Agencies or their authorized representatives at the address, date and time specified in the Data Sheet. The authorized representatives, who intend to attend the proposal opening, are to bring with them letters of authority from the corresponding Agencies. The Client shall open the Technical Proposal immediately after the deadline for their submission. The envelopes with the Financial Proposal shall remain sealed and securely stored.
- 30.2. All other envelopes holding the Technical Proposal shall be opened one at a time, and the following read out and recorded:
- (a) the name of the Agency;
  - (b) the presence of an Earnest Money Deposit, if required; and
  - (c) Any other details as the Client may consider appropriate and as specified in the Data Sheet.
- Only Technical Proposal read out and recorded at proposal opening shall be considered for evaluation.
- 30.3. The Client shall prepare minutes of the opening of Technical Proposal. The Agencies' representatives who are present shall be requested to sign the minutes. The authority letters brought by the representatives will be attached with this list. The person authorized by the Client to open proposals shall also sign the list with date & time. The omission of an Agency's signature on the minutes shall not invalidate the contents and effect of the minutes. A copy of the minutes shall be distributed to all Agencies.
- 30.4. At the end of the Technical Proposal Evaluation in accordance with ITB Clause 32, the Client shall conduct the opening of Financial Proposals of all Agencies who submitted substantially responsive Technical Proposals in the presence of the Agencies or their authorized representatives at the address, date and time specified in the Data Sheet. The authorized

representatives, who intend to attend the proposal opening, are to bring with them letters of authority from the corresponding Agencies.

30.5. All envelopes containing Financial Proposals of the Agencies who met the minimum qualifying mark shall be opened one at a time after confirming that they have remained sealed and unopened and the following read out and recorded:

- (a) the name of the Agency;
- (b) the technical scores of the Agency
- (c) the Proposal Price.
- (d) Any other details as the Client may consider appropriate.

Incomplete Financial Proposals shall be rejected at the opening of the Financial Proposal Opening

30.6. The financial proposal to be opened in the presence of evaluation committee. The bidder may send its representative to attend the financial proposal opening. The representative to carry authorization letter, duly signed by the authorized signatory of the Bidder

### **31. Responsiveness of Proposals**

31.1. The Client's determination of a proposal's responsiveness is to be based on the contents of the proposal itself.

31.2. A substantially responsive Proposal is one that conforms to all the terms, conditions, and specifications of the RFP Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

- (a) if accepted, would
  - (i) affect in any substantial way the scope, quality, or performance of the Services specified in the Contract; or
  - (ii) limit in any substantial way, inconsistent with the RFP Documents, the Client's rights or the Agency's obligations under the Contract;
- (b) If rectified, would unfairly affect the competitive position of other Agencies presenting substantially responsive proposals.

31.3. If a proposal is not substantially responsive to the RFP Documents, it shall be rejected by the Client and may not subsequently be made responsive by the Agency by correction of the material deviation, reservation, or omission.

31.4. The Client shall carry out a preliminary examination of the proposals to confirm that proposals are responsive and all requirements have been met without any material deviation or reservation.

31.5. A proposal shall be rejected in the following cases if:

- (a) Proposal Submission Form is incomplete and contain subjective and conditional offers and are not in accordance with ITB Clause 19.1;
- (b) Agency does not meet the Eligibility & evaluation criteria as documented in Section III;
- (c) Agency does not meet the eligibility criteria set out in ITB Clause 5
- (d) Proposal validity is shorter than the required period as per the ITB Clause 20

- (e) Earnest Money Deposit is not in accordance with ITB Clause 21, if applicable.
- (f) Agency has not agreed to give the required performance security as per ITB Clause 41.

## **32. Evaluation of Technical Proposal**

- 32.1. Prior to the detailed evaluation of proposals, the Client shall determine whether each proposal (a) has been properly signed and is complete; (b) is accompanied by all documents and technical documentation required in ITB Clause 16; (c) is accompanied by the Earnest Money Deposit; (d) has the validity as specified; (e) has agreed to the payment of Performance Security; (f) is substantially responsive to the requirements of the RFP documents; and (g) provides any clarification and/or substantiation that the Client may require to determine responsiveness pursuant to ITB Clause 31.
- 32.2. In case a proposal fails in the preliminary examination on any points given above, the proposal shall be declared as substantially non-responsive and treated in accordance with ITB Clause 31,
- 32.3. Client's authorized representatives shall be responsible for evaluation and ranking of the proposals that have been determined, up to this stage of the evaluation, to be substantially responsive. It shall have no access to the Financial Proposals until the technical evaluation is concluded.
- 32.4. The Evaluation Committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, clauses of the bidding documents, applying the evaluation criteria and point system specified in the Section III Eligibility & Evaluation Criteria. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.
- 32.5. The Client shall determine to its satisfaction during the evaluation of Technical Proposals whether Agencies are qualified to perform the Contract satisfactorily.
- 32.6. The determination shall be based upon an examination of the (i) documentary evidence of the Agency's Eligibility submitted by the Agency, pursuant to ITB Clause 16, to the Eligibility criteria indicated in Section III, Eligibility & Evaluation Criteria; and (ii) the eligibility criteria set out in ITB Clause 5. Factors not included in Section III, Eligibility & Evaluation Criteria shall not be used in the evaluation of the Agency's Eligibility.
- 32.7. An affirmative determination shall be a prerequisite for the opening and evaluation of an Agency's Financial Proposal. A negative determination shall result into the disqualification of the Proposal, in which event the Client shall return the unopened Financial Proposal to the Agency.
- 32.8. After the technical evaluation is completed the Client shall inform the Agencies who have submitted proposals the technical scores obtained by their Technical Proposals, and shall notify those Agencies whose Proposals did not meet the minimum qualifying mark or were considered non responsive to the RFP and TOR, that their Financial Proposals shall be returned unopened after completing the selection process. The Client shall simultaneously notify in writing to Agencies that have secured the minimum qualifying mark, the date, time and location for opening the Financial Proposals.

## **33. Evaluation and Ranking of Financial Proposals**

- 33.1. The detailed contents of each Financial Proposal shall be subsequently reviewed by the Client's authorized representative.
- 33.2. To evaluate a Proposal, the Client shall consider the following:
  - (a) the Proposal Price as quoted in the Financial Proposal;
  - (b) price adjustment for correction of arithmetic errors in accordance with ITB Clause 36.3;

- (c) price adjustment due to any other quantifiable acceptable variations, deviations;
- (d) the Client's evaluation of a proposal shall also include and take into account all taxes and duties payable on the services if a contract is awarded to the Agency;

33.3. Based on the selection method stipulated in the Data Sheet, the evaluation shall be done as follows:

- (a) In case of Quality-and-Cost Based Selection (QCBS) method the lowest evaluated Financial Proposal (Fm) shall be given the maximum financial score (Sf) as specified in the Data Sheet and the financial scores (Sf) of the other Financial Proposals shall be computed as indicated in the Data Sheet. Following the completion of evaluation of Technical and Financial Proposals, final ranking of the proposals shall be determined. All the Proposals shall be ranked according to their combined technical (St) and financial (Sf) scores using the weights and formula indicated in the Data Sheet. The final scores computed for each Technical and Financial Proposal shall be rounded to the nearest whole number. For purposes of rounding, 0.50 and above shall be rounded to the next higher whole number and 0.49 and below shall be rounded to the immediately preceding whole number. In the event two or more proposals have the same scores in the final ranking of proposals, the proposal with the highest technical score will be ranked first, the next highest technical score will be ranked second, and so forth. The firm achieving the highest combined technical and financial score shall be invited for negotiations in accordance with ITB Clause 39; or

33.4. The Client shall also determine to its satisfaction whether the Bidder that is selected or the bidder with the highest combined technical and financial score is qualified to perform the Contract satisfactorily.

33.5. An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. In the case of a negative determination, the empowered Evaluation Committee shall decide on the subsequent course of action.

## **34. Clarification of Proposals**

34.1. To assist in the examination, evaluation, comparison of the proposals, the Client may, at its discretion, ask any Agency for a clarification of its Proposal. Any clarification submitted by an Agency in respect to its Proposal and that is not in response to a request by the Client shall not be considered. The Client's request for clarification and the response shall be in writing. No change in the prices or substance of the Proposal shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Client in the Evaluation of the proposals, in accordance with ITB Clause 36.

## **35. Confidentiality**

35.1. Information relating to the examination, evaluation, comparison, and post-qualification of proposals, and recommendation of contract award, shall not be disclosed to Agencies or any other persons not officially concerned with such process until publication of the Contract Award.

35.2. The undue use by any Agency of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the Client's antifraud and corruption policy.

35.3. Any effort by an Agency to influence the Client in the examination, evaluation, comparison, and post-qualification of the proposals or contract award decisions may result in the rejection of its Proposal.

35.4. Notwithstanding anything contained in ITB Clause 35.3, from the time of proposal opening to the time of Contract Award, if any Agency wishes to contact the Client on any matter related to the selection process, it should do so in writing. It should not contact the Client on any matter related to its Technical and Financial proposal.

## **36. Non-conformities, Errors, and Omissions**

- 36.1. If a Proposal is substantially responsive, the Client may waive any non-conformities or omissions in the Proposal that do not constitute a material deviation.
- 36.2. If a proposal is substantially responsive, the Client may request that the Agency submit the necessary information or documentation, within a reasonable period of time as specified in the Data Sheet, to rectify nonmaterial nonconformities or omissions in the proposal related to documentation requirements. Such omission shall not be related to any aspect of the price of the Proposal. Failure of the Agency to comply with the request may result in the rejection of its Proposal.
- 36.3. Provided that the Proposal is substantially responsive, the Client shall correct arithmetical errors on the following basis:
- (a) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
  - (b) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) above.
- 36.4. If the Agency that submitted the lowest evaluated Proposal/highest combined technical and financial score, as the case may be, does not accept the correction of errors, its Proposal shall be rejected.

## **37. Resultant single vendor situation**

- 37.1. If at the evaluation stage only one Agency qualifies for contract, the next course of action would be decided by the Evaluation Committee.

## **38. Client's right to accept any proposal, and to reject any or all**

- 38.1. The Client reserves the right to accept or reject any proposal, and to annul the selection process and reject all proposals at any time prior to contract award, without thereby incurring any liability to Agencies.
- 38.2. In case of annulment, all proposals submitted and specifically, EMD shall be returned to the Agencies.

## **F. Appointment of Agency**

### **39. Negotiations**

- 39.1. Negotiations shall be held at the date and address indicated in the Data Sheet. The invited Agency shall as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Failure in satisfying such requirements may result in the Client proceeding to negotiate with the next-ranked Agency. Representatives conducting negotiations on behalf of the Agency must have written authority to negotiate and conclude a Contract.
- 39.2. The technical negotiations shall include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing. The Client and the Agencies shall finalize the staffing schedule, work schedule, logistics, and reporting. These documents shall then be incorporated in the Contract as Appendix A "Description of Services". Special attention shall be paid to clearly defining the inputs and facilities required from the Client to ensure satisfactory implementation of the assignment. The Client shall prepare minutes of negotiations, which shall be signed by the Client and the Agency.



39.3. The Client shall not consider substitutions during contract negotiations unless both agencies agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Agency may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Agency within the period of time specified in the letter of invitation to negotiate.

39.4. Negotiations shall conclude with a review of the draft Contract. To complete negotiations the Client and the Agency shall initial the agreed Contract. If negotiations fail, the Client shall invite the Agency whose Proposal received the second highest score to negotiate a Contract.

39.5. After completing negotiations, the Evaluation Committee of the Client shall make recommendations for the award of the proposal along with reasons in the form of a report and get it signed by all the members and shall award the Contract to the selected Agency.

#### **40. Notification of Award of Consultancy**

40.1. Prior to the expiration of the period of proposal validity, the Client shall notify the successful Agency, in writing, via the Letter of Acceptance included in the Contract Forms that its Proposal has been accepted.

40.2. In the notification of award, timelines shall be specified for post evaluation activities like contract signing, contract start & completion dates.

40.3. The same notification should instruct the successful Agency to furnish the required Performance Security within a specified time and make reference of the ITB clause 41.2.

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

40.5. After the award of the contract, the Client shall notify all the unsuccessful Agencies of the results of the proposal and discharge EMDs to them pursuant to ITB Clause 21.5.

40.6. After the award of the contract the Client shall publish the following information in the website/newspaper i) name of each Agency who submitted Proposals; (ii) name of each Agency whose Proposal was evaluated; (iii) name of the winning Agency as well as the duration and summary scope of the contract awarded

#### **41. Performance Security**

41.1. Within twenty one (21) days of the receipt of notification of award from the Client, the successful Agency, shall furnish the Performance Security in the form of an Account Payee Demand Draft or a Fixed Deposit Receipt from a Scheduled Bank in India, in the name of the Client or a Bank Guarantee from a Nationalised Bank, using for that purpose the Performance Security Form stipulated in the Section VIII Contract Forms or some other Form acceptable to the Client. The Performance Security shall be of the amount as specified in the Data Sheet.

41.2. Failure of the successful Agency to submit the above-mentioned Performance security shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD. In that event, the Client may award the Contract to the next lowest evaluated Agency, whose offer is substantially responsive and is determined by the Client to be qualified to perform the Contract satisfactorily.

41.3. Performance Security shall remain valid for a period of 90 days beyond the date of completion of all contractual obligations of Agency, including warranty obligations wherever applicable.

41.4. Performance Security shall be refunded to the Agency without any interest, whatsoever, after he duly performs and completes the contract in all respects but not later than 90 days of completion of all such obligations under the contract.

41.5. Client has the right to forfeit the performance security in the event of breach of the contract.

## **42. Signing of Agreement**

42.1. Promptly after notification, the Client shall send the successful Agency the Agreement and the Particular Conditions of Contract asking therein to send his unconditional acceptance of the contract.

42.2. Within fifteen (15) days of receipt of the Agreement, the successful Agency shall sign, date, and return it to the Client. Failure of the successful Agency to accept the contract within the stipulated period shall constitute sufficient grounds for forfeiture of the EMD and processing the case for further action against him.

42.3. The Agency is expected to commence the assignment on the date and at the location specified in the Data Sheet.

## Section II – Data Sheet

### A. Data Sheet

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

ITB Clause Reference	General
ITB 3.2	Method of selection is: <b>Quality &amp; Cost Based Selection (QCBS) on 70:30 basis (70% weightage to be given to the Technical Proposal and 30% weightage will be given to the Financial Proposal)</b> This is single stage- two envelope bidding.
ITB 3.4	Services to be rendered for the period: <b>8 months + 2 years O&amp;M support</b>
ITB 13.1	For Clarification of proposal purposes only, the Client's address is: Attention: Mr Subhendra Mishra, Director Town Planning, Directorate of Town Planning, Unit-V, Power House Square, Bhubaneswar, Odisha - 751001 Phone: 0674-2390596 email: dtpodisha@gmail.com
ITB 13.1	Requests for clarification should be received by the Client no later than: <b>11/07/2018, 11:30 AM</b>
ITB 13.3	A Pre-Bid conference <b>shall</b> take place, at the following date, time and place: Date: 12/07/2018 Time: 11:30 AM Place: <b>Directorate of Town Planning, Unit-V, Power House Square, Bhubaneswar, Odisha - 751001</b>
ITB 14.3	For clarification on the addendum the Client's address is: <b>Directorate of Town Planning, Unit-V, Power House Square, Bhubaneswar, Odisha - 751001</b>  The authorized officer is: Mr Subhendra Mishra, Director Town Planning, Directorate of Town Planning, Odisha
ITB 16.2 (h)	The Agency shall submit with its proposal the following additional documents: <b>Earnest Money Deposit (EMD)/ Bid Security (Refundable) of INR3 Lakh (Indian National Rupees Three Lakh Only)</b> <b>Copy of certificate of Incorporation/Registration Certificate</b> <b>Audited Statement of last 3 year to be enclosed along with Income Tax Returns (ITR)</b> <b>Work Orders/ Completion Certificates of similar assignments carried out in the last 3 years by the Agency</b>
ITB 17.2	In addition to the original of the proposal, the number of copies is: <b>1 original+1 copy</b>
ITB20.1	The proposal validity period shall be <b>180 days</b> .
ITB 21.1	Evaluation Committee has decided that the Earnest Money Deposit is required
ITB 21.2	The amount of the Earnest Money deposit shall be: <b>INR 3 Lakh (Three Lakh Only) Amount and shall be in the form of either an account payee demand draft or a fixed deposit receipt from a Scheduled bank in India issued in the name of the Client</b>
ITB 24.1	The Agency shall submit a Full Technical Proposal (FTP)
ITB 24.2	The maximum number of pages for FTP is: Not Applicable
ITB 25.6	The prices quoted by the Agency shall be fixed. It shall not be subject to adjustment during the performance of the Contract.
ITB 27.2	The inner and outer envelopes shall bear the following additional identification marks: <b>Inner Envelope I: Technical Proposal</b> TECHNICAL PROPOSAL FOR SELECTION OF AGENCY FOR GIS BASED MAPPING OF URBAN UTILITY ASSETS IN THE 6 (SIX) AMRUT TOWNS IN ODISHA.

ITB Clause Reference	General
	<p><b>Inner Envelope II: Financial Proposal</b>            FINANCIAL PROPOSAL FOR SELECTION OF AGENCY FOR GIS BASED MAPPING OF URBAN UTILITY ASSETS IN THE 6 (SIX) AMRUT TOWNS IN ODISHA</p> <p>“DO NOT OPEN WITH THE TECHNICAL PROPOSAL”</p> <p><b>Outer Envelope:</b>            PROPOSAL FOR SELECTION OF AGENCY FOR GIS BASED MAPPING OF URBAN UTILITY ASSETS IN THE 6 (SIX) AMRUT TOWNS IN ODISHA</p>
ITB 28.1	<p>For proposal submission purposes, the Client’s address is:            Attention: Mr Subhendra Mishra, Director Town Planning, Directorate of Town Planning, Unit-V, Power House Square, Bhubaneswar, Odisha - 751001            Phone: 0674-2390596            email: dtpodisha@gmail.com</p> <p><b>The deadline for the submission of proposals is:</b>            Date: 31/07/2018            Time: 4:00 PM</p>
ITB 30.1	<p>The <b>technical proposal</b> opening shall take place at:</p> <p>Directorate of Town Planning, Unit-V, Power House Square, Bhubaneswar, Odisha - 751001</p>
ITB 30.2	<p>The person authorised to open the proposals is/are :Authorized representative of Directorate of Town Planning, Housing &amp; Urban Development Department</p>
ITB 30.5	<p>The <b>financial proposal</b> opening shall be intimated separately to the acceptable bidders.</p>
ITB 33.3 (a)	<p><b>The maximum financial score shall be: 100</b>  <b>The formula for determining Financial Score is SF= 100*F1/Fe</b>            Where,            SF means the financial score            F1 means lowest price offered            Fe means the total price offered by the Agency under consideration</p> <p>The specific weights to be assigned to the technical and financial proposal shall be:  <b>[insert the weights WT= 0.70 WF=0.30 ]</b></p> <p><b>The Lowest Evaluated proposal shall be determined using the formula</b>  <math>R_{tf} = (ST \times WT) + (SF \times WF)</math></p> <p>The proposal receiving highest rank (R<sub>tf</sub>) shall be ranked R1</p>
ITB 36.2	<p>To rectify the nonmaterial, nonconformities or omissions the reasonable time allowed to the Agencies shall be 7 days from receipt of Request from Client</p>
ITB 39.1	<p>Expected date and address for contract negotiations shall be intimated to the successful bidder – To be intimated later</p>
ITB 41.1	<p>The amount of the Performance Security shall be: <b>10% of Contract Value</b></p>
ITB 41.3	<p>Expected date for commencement of consulting services  <b>[August 2018]</b> at respective AMRUT towns</p>

# Section III –Eligibility & Evaluation Criteria

## A. Minimum Eligibility Requirements

For the purposes of this particular Contract, Agencies shall be required to meet the following minimum eligibility criteria.

### (a) Financial Capability

Minimum annual average turnover of the Applicant (lead partner in case of consortium) shall be INR 8 crore or more during the last 3 financial years i.e., 2014-15, 2015-16 and 2016-17.

*The Agency needs to provide audited financial statements to support their claim in the relevant Information forms included in Section IV. The calculation sheet for average annual turnover shall be certified by a Chartered Accountant*

### (b) Experience and Technical Capacity

The Agency shall be required to meet the following experience requirements:

- (i) Proposal may be submitted by interested bidders as a single entity or a group of entities (“Bidding Consortium”).

AND

- (ii) The Bidders must be a company as specified in the Companies Act, 1956 / a society registered under The Societies Registration Act, 1860 / a trust registered under the Indian Trusts Act, 1882 / a company as specified in section 25 of Companies Act, 1956/ a Limited Liability Partnership registered under The Limited Liability Partnership Act,2008

AND

- (iii) The time period elapsed from commencement of business should be at least 5 years in India as on 1<sup>st</sup> January 2018. In case of a consortium the number of years from commencement will have to be met by the Lead Bidder.

AND

- (iv) In the last 5 years, the bidders should have handled two similar assignments (GIS based Mapping of Urban Utility Assets, DGPS / GPS Survey and Development of web-enabled Asset Management System) with consulting fee of above INR 15 lakh per assignment. In case of bidding consortium, bidders should ensure at least 50% of the projects have been handled by the lead bidder and the consortium meeting the full requirement.

## B. Evaluation Criteria

### **Criteria, sub-criteria, and point system for the evaluation of Full Technical Proposals are:**

In the first phase, the Technical Proposals shall be evaluated based on minimum technical and financial eligibility criteria as mentioned in Sub-Section A of Section III.

In the second phase, the Agencies, which satisfy the minimum eligibility criteria, shall be given marks as given below. Accordingly, firms will be ranked based on the marks allotted to them.

S. No.	Evaluation Parameter	Marks
1	Past Experience in the last 5 years, the bidders should have handled similar assignments (GIS based Mapping of Urban Utility Assets, DGPS/ GPS Survey and Development of web-enabled Asset Management System) with consulting fee of above INR 15 lakh per assignment.	40
2	Qualification & Experience of the Proposed Team (Please refer the Experts & Inputs table below)	40
3	Proposed Approach & Methodology / Presentation before the Technical Committee	20
<b>Total Marks</b>		<b>100</b>

**Experience criteria:**

S. No.	Evaluation Parameter	Marks
1	Past Experience in the last 5 years, the bidders should have handled similar assignments (GIS based Mapping of Urban Utility Assets, DGPS/ GPS Survey and Development of web-enabled Asset Management System) with consulting fee of above INR 15 lakh per assignment.	<b>40 Marks</b>
<b>1</b>	<b>GIS based mapping of urban utility assets including DGPS/ GPS survey with consulting fees above INR 15 Lakh</b>	<b>Total Marks = 30</b>
1.1	For each project 5 marks, maximum up to 30 marks	
<b>2</b>	<b>Development/ implementation of web-enabled GIS database and asset management system with consulting fees above INR 15 Lakh</b>	<b>Total Marks = 10</b>
2.1	For each project, 2.5 marks, maximum up to 10 marks	

**Note: Same project falling under both category can be considered under both head.**

**Key Positions:**

Sl. No.	Key Position	No. of Persons	Qualification & Total Experience	Relevant Experience	Marks
1	<b>Team Leader</b>	1	<b>Qualification:</b> Masters in Geography / Geo Informatics / Geology / Graduate in Civil /Municipal/ Environmental Engineering  <b>Total Experience:</b> Minimum 10 years	Minimum 7 years' of experience in GIS mapping of urban assets with <b>experience of leading at least 2 GIS based Asset Mapping projects as Team Leader.</b>	<b>Total Marks – 10</b>  <b>Qualification and Total &amp; Relevant Experience – 4 Marks</b>  <b>Relevant Work Experience as Team Leader– 6 Marks</b> <ul style="list-style-type: none"> <li>• 4 Marks – with experience of at least 2 projects</li> <li>• 1 mark - for every additional projects, up to maximum of 2 marks</li> </ul>
2	<b>Team Member - Urban Planner</b>	1	<b>Qualification:</b> Masters/ PG Diploma in Urban Planning  <b>Total Experience:</b> Minimum 7 years	Minimum 5 years' experience in Urban Planning with GIS expertise - Preparation of Base Maps, Master Plans, Area Plans, Urban Town Planning schemes	<b>Total Marks - 8</b>  <b>Qualification and Total Experience – 4 Marks</b>  <b>Relevant Experience – 4 Marks</b>
3	<b>Team Member - Civil</b>	1	<b>Qualification:</b> Graduate Civil Engineering	Minimum 5 years' experience in design / construction /	<b>Total Marks - 6</b>  <b>Qualification and</b>

Sl. No.	Key Position	No. of Persons	Qualification & Total Experience	Relevant Experience	Marks
	Engineer		<b>Total Experience:</b> Minimum 7 years	maintenance of urban assets such as light traffic roads, water supply system, sewerage and drainage systems. <b>Relevant experience of at least 2 similar projects in above areas.</b>	<b>Total &amp; Minimum Experience – 2 Marks</b> <b>Relevant Work Experience– 4 Marks</b> <ul style="list-style-type: none"> <li>• 2 Marks – with experience of at least 2 projects</li> <li>• 1 mark - for every additional project, up to maximum of 2 marks</li> </ul>
4	Team Member - GIS Remote Sensing	3	<b>Qualification:</b> Masters in Geography/ Geo Informatics / Geology/ Environmental Engineering  <b>Total Experience:</b> Minimum 7 years	Minimum 5 years' experience in managing or developing databases including data collection, entry and maintenance, database reports and specialized queries is essential. Strong practical experience in using Digital Image Processing and GIS software tools is essential, for example: ESRI products such as Arc View, ArcGIS, ERDAS Imagine and Programming in GIS application development in desktop/ web environment. <b>Relevant Experience of at least 1 similar project in above areas.</b>	<b>Total marks - 12</b> <b>Marks per person - 4</b>  <b>Qualification and Total &amp; Minimum Experience – 1 Marks</b>  <b>Relevant Work Experience– 3 Marks</b> <ul style="list-style-type: none"> <li>• 1 mark each project maximum upto 3 marks</li> </ul>
5	Team Member - IT	1	<b>Qualification:</b> BE Computer Science/IT or MCA <b>Total Experience:</b> Minimum 10 years	Minimum 5 years' experience in geospatial data analysis and MIS software/application development for GIS mapping of assets. <b>Relevant experience of at least 2 similar projects in above areas.</b>	<b>Total Marks - 4</b>  <b>Qualification and Total &amp; Minimum Experience – 1 Marks</b>  <b>Relevant Work Experience– 3 Marks</b> <ul style="list-style-type: none"> <li>• 1 Mark – with experience of at least 1 project</li> <li>• 1 mark - for every additional project, up to maximum of 2 marks</li> </ul>

The persons whose CVs are proposed in the bid shall not be allowed to change. In case of any urgency, Director Town Planning to Government, Housing and Urban Development Department, Govt. of Odisha may consider request of the bidder.

While for purpose of evaluation above mentioned profiles will be evaluated, Bidders are required to deploy as many resources as required to complete the project within defined timelines. The Bidders will be expected to deploy resources as required to meet the expected quality of deliverables and adhering to the timelines. The minimum technical score required to be considered for opening of Financial Bids: 70 Points.



## Section IV – Proposal Forms

### A. Proposal Summary Form

#### General Details:

1	Name of the organization / Firm/ Institute of the Lead Bidder and/or Consortium Partners Company Registration No. & Date	<i>{Mention page number where concerned information is provided}</i>
2	Permanent address of the Lead Bidder Tel: Fax: Email id:	
3	Name of the Authorized person from the Lead Bidder for submitting the proposal: Mobile No. : Email id:	
4	Demand Draft Details of EMD Amount: DD No.: Issuing Date: Name of the Bank:	
5	Whether the agency was ever blacklisted: Y/N If yes whether that blacklisting was not canceled: Y/N	Add information in this table. <i>{Mention page number where undertaking on the same is provided.}</i>
6	Brief professional background of the organization / Firm/ Institute of the Lead Bidder	<i>{Mention page number where concerned information is provided}</i>
7	Confirm to accept all term & conditions specified in RFP documents: Y/ N	Y/N
8	GST Registration No.:	Add information in this table. <i>{Mention page number where certificate on the same is provided.}</i>

#### A. Minimum Eligibility Requirements

- (a) The Agency must have been operating in India for at least 5 years. Proof of registration as a legal entity must be submitted.

<b>Operating in India for at least 5 years</b>	Y/N
Date of Registration	DD/MM/YYYY
Proof of Registration submitted	Y/ N <i>{Provide page number where the proof has been included in the Proposal}</i>

- (b) Average annual turnover of the Applicant (lead bidder in case of consortium) for the last three financial years should be equal to or greater than INR 8 crore

<b>Average Annual turn-over last three financial years</b>	INR Crore .....
Proof of Audited Financial Statements submitted	Y/N {Provide page number where the proof has been included in the Proposal}

- (c) In the last 5 years, the bidders should have handled at least 2 similar assignments (GIS based Mapping of Urban Utility Assets, DGPS/ GPS Survey and Development of web-enabled Asset Management System) with consulting fee of above INR 15 lakh per assignment.

S. No.	Client and Address	Project Details	GIS based Mapping of Urban Utility Assets	DGPS/ GPS Survey	Development of web-enabled Asset Management System	Duration of the Project in years (Start & End date)	Value of the Consultancy (Fee in INR)	Status of Implementation (Contract copy enclosed at page no. xx)
1			Y/N	Y/N	Y/N			
2								
.								
,								
.								
N								

#### B. Evaluation Criteria

- (a) In the last 5 years, the bidders should have handled at least 2 similar assignments (GIS based Mapping of Urban Utility Assets, DGPS/ GPS Survey and Development of web-enabled Asset Management System) with consulting fee of above INR 15 lakh per assignment.

- i. GIS based mapping of urban utility assets including DGPS/ GPS survey:

S. No.	Client and Address	Project Details	Duration of the Project in years (Start & End date)	Value of the Consultancy (Fee in INR)	Status of Implementation (Contract copy enclosed at page no. xx)
1					
2					
.					
,					
.					
N					

ii. Development/ implementation of web-enabled GIS database and asset management system:

<b>S. No.</b>	<b>Client and Address</b>	<b>Project Details</b>	<b>Duration of the Project in years (Start &amp; End date)</b>	<b>Value of the Consultancy (Fee in INR)</b>	<b>Status of Implementation (Contract copy enclosed at page no. xx)</b>
1					
2					
3					
4					

(b) Qualification & Experience of the Proposed Team

<b>Sl. No.</b>	<b>Key Position</b>	<b>Qualification &amp; Total Experience</b>	<b>Relevant Experience in Years</b>	<b>Details of Relevant experience</b>	<b>Remarks (Number of similar projects)</b>
1					
2					
3					
4					
5					
6					
7					

**Lead Bidder's Firm Name:**

**Authorized Signature [In full and initials]:**

**Name and Title of Signatory:**

**Address:**

## B. Agency Information Form

*[The Agency shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted. This information shall be provided by the Agency in its letterhead clearly showing the Agency's complete address and name.]*

Date: *[insert date (as day, month and year) of Proposal Submission]*

RFP No.: *[insert number of selection process]*

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Agency's Legal Name: *[insert Agency's legal name]*
2. In case of JV, legal name of each party: *[insert legal name of each party in JV]*
3. Agency's actual or intended Country of Registration: *[insert actual or intended Country of Registration]*
4. Agency's Year of Registration: *[insert Agency's year of registration]*
5. Agency's Legal Address in Country of Registration: *[insert Agency's legal address in country of registration]*
6. Agency's Authorized Representative Information  
Name: *[insert Authorized Representative's name]*  
Address: *[insert Authorized Representative's Address]*  
Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]*  
Email Address: *[insert Authorized Representative's email address]*
7. Attached are copies of original documents of: *[check the box(es) of the attached original documents]*
  - Articles of Incorporation or Registration of firm named in 1
  - In case of JV, letter of intent to form JV or JV agreement
  - In case of government owned entity from the Client's country, documents establishing legal and financial autonomy and compliance with commercial law

## C. Joint Venture Partner /Consortium Information Form

[The Agency/Consortium Leader/member shall fill in this Form in accordance with the instructions indicated below].

Date: [insert date (as day, month and year) of Proposal Submission]

RFP No.: [insert number of selection process]

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Agency's Legal Name: [insert Agency's legal name]
2. JV's Party/Consortium Leader/Member legal name: [insert JV's Party/Consortium Leader/member legal name]
3. JV's Party/Consortium Leader/member Country of Registration: [insert JV's Party/Consortium Leader/member country of registration]
4. JV's Party/Consortium Leader/member Year of Registration: [insert JV's Party/Consortium leader/member year of registration]
5. JV's Party/Consortium Leader/member Legal Address in Country of Registration: [insert JV's Party/Consortium Leader/member legal address in country of registration]
6. JV's Party/Consortium Leader/member's Authorized Representative Information  
Name: [insert name of JV's Party/Consortium Leader/member authorized representative]  
Address: [insert address of JV's Party/Consortium Leader/member authorized representative]  
Telephone/Fax numbers: [insert telephone/fax numbers of JV's Party/Consortium Leader/member authorized representative]  
Email Address: [insert email address of JV's Party/Consortium Leader/member authorized representative]
7. Attached are copies of original documents of: [check the box(es) of the attached original documents]

Articles of Incorporation or Registration of firm named in 2, above

In case of government owned entity from the Client's country, documents establishing legal and financial autonomy and compliance with commercial law

## D. Past Financial Information

Each Agency or member of a JV/consortium leader/members must fill this form.

	Financial Data for previous 3 years (INR)			Average of Year 1, Year 2 and Year 3
	2014-2015	2015-2016	2016-2017	
<b>Information from Balance Sheet</b>				
Total Assets				NA
Total Liabilities				NA
Net worth				NA
Current Assets				NA
Current liabilities				NA
<b>Information from Income Statement</b>				
Total Turnover				
Profits before taxes				
Profit after taxes				
Attached are the documentary evidence				

## E. Bank Guarantee

[Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: \_\_\_\_\_ [Name and Address of Client]

Date: \_\_\_\_\_

PROPOSAL GUARANTEE No.: \_\_\_\_\_

We have been informed that [name of the Agency] (hereinafter called "the Agency") has submitted to you its proposal dated (hereinafter called "the Proposal") for the execution of [name of contract] under Invitation for Proposals No. [IFP number] ("the IFP").

Furthermore, we understand that, according to your conditions, proposals must be supported by a bank guarantee.

At the request of the Agency, we [name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [amount in figures] ([amount in words]) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Agency is in breach of its obligation(s) under the proposal conditions, because the Agency:

(a) Has withdrawn its Proposal during the period of proposal validity specified by the Agency in the Form of Proposal; or

(b) having been notified of the acceptance of its Proposal by the Client during the period of proposal validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the performance security, in accordance with the Instructions to Agencies.

This guarantee will expire: (a) if the Agency is the successful Agency, upon our receipt of copies of the contract signed by the Agency and the performance security issued to you upon the instruction of the Agency; or (b) if the Agency is not the successful Agency, upon the earlier of (i) our receipt of a copy of your notification to the Agency of the name of the successful Agency; or (ii) twenty-eight days after the expiration of the Agency's Proposal.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

This guarantee is subject to the rules

[Signature(s)]

The Agency shall complete either this form of Bank Guarantee or may provide another security acceptable to the Client.

## F. Technical Proposal

### a) Technical Proposal Submission Form (Part-A)

Date.....

Contract No.....

To

The Director Town Planning,  
Directorate of Town Planning,  
Unit-V, Power House Square,  
Bhubaneswar, Odisha - 751001

Sub: "TECHNICAL PROPOSAL FOR SELECTION OF AGENCY FOR GIS BASED MAPPING OF URBAN UTILITY ASSETS IN THE 6 (SIX) AMRUT TOWNS IN ODISHA"

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the RFP Documents dated...., including Addenda issued in accordance with Instructions to Agencies (ITB) Clause 14;
- (b) We are hereby submitting our Proposal, which includes the Technical Proposal (including all the schedules and forms) and a Financial Proposal sealed under a separate envelope.
- (c) We are submitting our proposal in association with:<sup>1</sup>
- (d) We offer to execute in conformity with the RFP Documents the following Services:
- (e) Our proposal shall be valid for a period of 180 days as specified in ITB20.1 from the date fixed for the proposal submission deadline in accordance with the RFP Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our proposal is accepted, we commit to obtain a performance security in accordance with the RFP Document;
- (g) We, including any sub-agencies or suppliers for any part of the contract, do not have any conflict of interest in accordance with ITB Clause 6.1 &6.2;
- (h) We are not participating, as an Agency or as a sub-Agency, in more than one proposal in this selection process in accordance with ITB Clause 7.1.
- (i) We are not a government owned entity / We are a government owned entity but meet the requirements of ITB Clause 5.6 &5.7;
- (j) We have paid, or will pay the following commissions, gratuities, or fees with respect to the selection process or execution of the Contract:

Name of Recipient	Address	Reason	Amount
-------------------	---------	--------	--------

.....

- (k) We understand that this proposal, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (l) We understand that you are not bound to accept the lowest evaluated proposal or any other proposal that you may receive; and
- (m) We 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.
- (n) If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in ITB Clause 39.1 of the Data Sheet, we undertake to negotiate on the basis of the proposed

---

<sup>1</sup>[delete in case no association is foreseen]



staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

(o) If awarded the contract, the person named below shall act as Agency's Representative:

Thanking you,

Yours Sincerely,

Duly signed by the Authorized Signatory of the Applicant

(Name, Title and Address of the Authorized Signatory)

*b) Agency's Organization*

[Provide here a brief description of the background and organization of your firm/entity and each associate for this assignment.]

c) *Agency's Experience*

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment.]

Assignment Name:	Approx. value of the contract:
Country:	Duration of Assignment:
Name of Client:	Total No. of Staff months of the assignment:
Start Date (month/year):	Approx. value of the services provided by your firm under the contract:
Completion date (month/year):	No. of professional staff months provided by the associated Agencies:
Name of the associated Agencies, if any:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

Firm's Name.....

*d) Comments on counterpart staffs and facilities*

[Comment here on counterpart staff and facilities to be provided by the Client according to the Data Sheet including administrative support, office space, local transportation, equipment, data, etc.]

e) *Description of Approach, Methodology and Work Plan for performing the assignment*

*[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal divided into the following three chapters:*

*a) Technical Approach and Methodology,*

*b) Work Plan, and*

*c) Organization and Staffing,*

*a) Technical Approach and Methodology. In this chapter, you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.*

*b) Work Plan. In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule.*

*c) Organization and Staffing. In this chapter, you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.]*

f) *Team composition and Task Assignment*

<b>Professional Staff</b>				
Name of the Staff	Firm	Area of Expertise	Position Assigned	Task Assigned

<b>Team Composition as per Evaluation Criteria (Summary Table)</b>				
Name of the Staff	Position	Qualification	Years of Total Experience	Years of Relevant Experience

g) Staffing Schedule

No.	Name of the Staff	Staff Input (in the form of bar chart) <sup>2</sup>				Total staff Month input		
		1	2	3	n	Home	Field <sup>3</sup>	Total
1	[Note: For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: support staff).	[Home]						
		[Field]						
2								
3								
4								
5								
					Total			

<sup>2</sup> Months are counted from the start of the assignment. For each staff indicate separately staff input for home and fieldwork.

<sup>3</sup> Fieldwork means work carried out at a place other than the agency's home office.

*h) Work Schedule*

No.	Activity	Months (in the form of bar chart)							
		1	2	3	4	5	6	7	n
1	[Note: Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Client approvals. For phased assignments, indicate activities, delivery of reports, and benchmarks separately for each phase.								
2									
3									
4									
5									
n									



i) *Resume of Proposed Professional Personnel*

Agencies shall provide the resume of the suitably qualified personnel to meet the specified requirements stated in Section III. The data on their experience should be supplied using the resume format given below:

Name of Staff	
Nationality:	
Designation	
Proposed Position:	
Employee of the Firm:	
Years with the Firm:	
Date of Birth:	

<b>Key Qualifications:</b>		
<b>Education:</b>		
<b>Record of Employment:</b>		
<b>From</b>	<b>To</b>	<b>Designation &amp; Name of the Firm</b>

<b>Recent Relevant Experience:</b>
<b>[Client] [Name of the Assignment or project] [Location] [Year]/[position held]</b>
Main Project Features:
Activities performed:

<b>Languages Known: Excellent/Good/Fair</b>			
	<b>Read</b>	<b>Write</b>	<b>Speak</b>

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

.....Date:

[Signature of staff member]

Full name of Staff Member: .....

## G. Financial Proposal

a) *Financial Proposal Submission Form (Part-II)*

Date.....

RFP No.....

To

The Director Town Planning,  
Directorate of Town Planning,  
Unit-V, Power House Square,  
Bhubaneswar, Odisha - 751001

Sub: "FINANCIAL PROPOSAL FOR SELECTION OF AGENCY FOR GIS BASED MAPPING OF URBAN UTILITY ASSETS IN THE 6 (SIX) AMRUT TOWNS IN ODISHA"

Sir,

We, the undersigned, offer to provide the Services in accordance with your Request for Proposal dated **30/06/2018** Our Financial Proposal is of the amount INR **XXXX**, inclusive of all applicable taxes but exclusive of GST.

Our Financial Proposal is without any condition and shall be binding upon us up to expiration of the validity period of the Proposal, i.e. 180 calendar days from the last date of submission of this Proposal.

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

Thanking you,

Yours Sincerely,

Duly signed by the Authorized Signatory of the Applicant

(Name, Title and Address of the Authorized Signatory)

*b) Summary of Costs*

<b>Cost Component (Break-up of Costs)</b>	<b>Costs in INR</b>
<b>Part 1: Lump-sum fees for GIS Based Mapping of Urban Utility Assets in the 6 (Six) AMRUT Towns in Odisha</b>	
Part 1-A: Bhubaneswar Municipal Corporation (BMC)	
Part 1-B: Cuttack Municipal Corporation (CMC)	
Part 1-C: Berhampur Municipal Corporation (BeMC)	
Part 1-D: Sambalpur Municipal Corporation (SMC)	
Part 1-E: Rourkela Municipal Corporation (RMC)	
Part 1-F:Puri Municipality (PM)	
<b>Lump sum fee for Part 1 (X)</b>	<b>(1A+1B+1C+1D+1E+1F)</b>
<b>Part 2: Lump-sum fees for O&amp;M for 2 years of Web-Enabled Urban Utility Asset Management System (Y)</b>	
<b>Total Lump-Sum Fees* (X+Y)</b>	

***\*Inclusive of all applicable taxes but exclusive of GST.***

The financial score will be calculated on the Total Lump-Sum Fees (X+Y).

# Section V –Terms of Reference

## 1. Background

Municipal corporations or any organization that deals with the utilities has the responsibility to provide rear line engineering support to the civilian while maintaining their urban assets in a cost-effective manner. On the other side, significant challenges are faced in tracking the location, quantity, condition, maintenance, and status of fixed urban utility assets. Challenges related to uncoordinated excavation, project execution etc. lead to delay and inconvenience to the general public.

A structured, centralized GIS based urban utility asset management system will enable the users to know the location of assets and utilities (including sub-surface), which will provide an effective tool for physical planning (e.g. infrastructure planning, excavation planning, maintenance plans, etc.). Such a centralized system will help in better coordination among departments so that there is minimal disruption to public during project execution and will lead to project completion in time.

In line with the above, the Director of Town Planning, Housing and Urban Development Department, Government of Odisha invites application for selection of agency to conduct GIS mapping of urban utility assets in the 6 (six) AMRUT towns in Odisha i.e. Bhubaneswar, Cuttack, Berhampur, Sambalpur, Rourkela and Puri.

The key **objectives** of the GIS mapping exercise is:

- i. Development of GIS based Urban Utility Asset Registry System through mapping of the Urban Utility Assets in the six (6) ULBs.
- ii. Development of Comprehensive Urban Utility Asset Geo-database for 6 (six) ULBs with objectives of efficient data storage, retrieval, map based information generation.
- iii. Development of a Web based GIS enabled Urban Utility Asset Management System to facilitate recording of information on Urban Utility Assets and processing of asset database for generation of meaningful geo-spatial information through query and visual analytics to aid in Management Information System and Decision Support.

## 2. Scope of Work

2.1 Project Area: Odisha is one of the 29 states of India, located in eastern India. It is surrounded by the states of West Bengal to the northeast, Jharkhand to the north, Chhattisgarh to the west and north-west and Andhra Pradesh to the south. It is the 9<sup>th</sup> largest state by area and 11<sup>th</sup> largest by population.

The present assignment covers 6 AMRUT cities of Odisha as provided below:

- i. Bhubaneswar Municipal Corporation (BMC)
- ii. Cuttack Municipal Corporation (CMC)
- iii. Berhampur Municipal Corporation (BeMC)
- iv. Sambalpur Municipal Corporation (SMC)
- v. Rourkela Municipal Corporation (RMC)
- vi. Puri Municipality (PM)

The Area of Interest (AoI) for each town/ULB is the present administrative area of the ULB as indicated in Annexure I.

2.2 Urban Utility Asset coverage for GIS mapping: The scope of work for GIS mapping of utility assets across six towns covers following broad categories of assets (including but not limited to):

- i. Surface Assets – Municipal boundaries, AOI boundaries, Ward boundary, Slum boundaries, all categories of roads, bridges, culverts, intersections, traffic islands, Streetlights, storm water drains (open, closed) dividers, medians, footpath, bus stops and all urban utility assets on the ROW including all telecom lines, OFCs, all power lines on the RoW, transformers (pole mounted, ground mounted), cell-phone towers, hoardings, garbage collection points, roadside parks, footpaths, public conveniences etc.
- ii. Sub-surface Assets – Water supply network, sewerage network, underground telecom lines and power lines etc.

Indicative details of layers and vector representation/ geometry, data source are provided in the Annexure II. The same has to be finalized in discussion with Director of Town Planning during inception stage.

Technology to be used:

- i. Surface Assets –Image Derived Digital Cadastral Revenue Maps showing existing land use of the area prepared from satellite data and depicted on revenue maps in GIS formats will be supplied to the bidders under certificate of undertaking by Director of Town Planning. The bidder will add layers to land use and land cover maps of respected towns and undertake the detailed site verification and DGPS/ GPS Survey for updating the maps including the latitude and longitude position with horizontal accuracy of  $\leq 1$ m. Asset coding for surface features with symbology to be converted to match the AMRUT guidelines.

Sl. No.	Name of Town	Year of Imagery Acquisition	Satellite/ Sensor/ Name	Resolution	Map Scale
1	Bhubaneswar Municipal Corporation (BMC)	2005-06	Quick Bird	0.6	1:2000/1:4000
2	Cuttack Municipal Corporation (CMC)	2005-06	Quick Bird	0.6	1:2000/1:4000
3	Berhampur Municipal Corporation (BeMC)	2009	World View II	0.5	1:2000/1:4000
4	Sambalpur Municipal Corporation (SMC)	2009-10	World View II	0.5	1:2000/1:4000
5	Rourkela Municipal Corporation (RMC)	2009	World View II	0.5	1:2000/1:4000
6	Puri Municipality (PM)	2008	World View II	0.5	1:2000/1:4000

- ii. Sub-surface Assets – Utilization of existing maps/ knowledge (secondary sources) of underground pipelines and sewerage system for mapping the sub-surface assets using selective trenching. Geo-tagging of point features related to pipelines and sewerage is required.

In case of Sub-surface Assets, GIS maps for two towns i.e. Bhubaneswar and Cuttack will be provided by the client (PHEO and OSSWB) and the work is to be carried out as per details below:

Town	Water Supply	Sewerage
Bhubaneswar	Data updated as on 2014*	Data updated as on 2014
Cuttack	Data updated as on 2014	Data updated as on 2014

\*Data is available for 2016

- i. Updating of the already surveyed asset data to current date, and
- ii. Mapping of Water Supply and Sewerage Assets in left out portions of Bhubaneswar and Cuttack (other than the JICA Assisted OISIP<sup>4</sup> covered areas)

The Area coverage under JICA Assisted OISIP can be seen from <http://gis.oisip.com/>

<sup>4</sup> Orissa Integrated Sanitation Improvement Project

Asset coding done for the Sub-surface Assets will require to be converted with symbology to match the AMRUT GIS based Master Plan Design and Standards, March 2016<sup>5</sup>. Further, survey for uncovered areas to be validated.

For other towns, work is to be undertaken afresh and geospatial data content (coding scheme, layer-wise data content, and classification and GIS data standards) to be followed as per AMRUT GIS based Master Plan Design and Standards, March 2016.

2.3 The scope covers technical support to six AMRUT towns for identification of urban utility assets components for implementation. As mentioned earlier, the base maps will be provided to the Bidder. The bidder will add layers to the map provided. The work includes preparation of Geo-database and data models for various layers and attributes, survey and infrastructure mapping using handheld GPS; which will be validated at ORSAC permanent control point. This involves generation of geo-spatial layer, attributes as per standard coding of AMRUT – *Formulation of GIS Based Master Plans (Design & Standard - 2016)*. Generation of data layers from survey data using GCS as projection and datum WGS-84 spheroid, integration of infrastructure layers with base layers and satellite imagery provided by the client and preparation of geo-portal. GIS analysis (both spatial and attribute) tools required for GIS based mapping Urban Utility Assets. The series of tasks involved in undertaking the project by the agency at each of the ULB are given below:

**i. Part 1: Creation of GIS based mapping of 6 AMRUT towns in ODISHA including:**

- a) Base Maps to be supplied from the client
- b) Data Standardization and Data Modelling
- c) Extraction of Attributes- Feature list
- d) DGPS/ GPS Survey (Horizontal Accuracy  $\leq$  1mtr)
- e) Real-time uploading of GPS reading
- f) Vector database preparation (Projection-GCS, Datum-WGS 84)
- g) Quality Analysis and Quality Check (Validation and Ground Truthing of data)
- h) Integration of data with feature data set using RDBMS
- i) Authenticity of data (Declaration of data) of sub-surface assets
- j) Cleaning and topology building
- k) Development of Web Application
- l) Data Update and go-live of Web Application
- m) Training & Capacity Building and hand-holding support

The selected agency is expected to provide technical and management support during the planning, design and implementation phases of the project as described by the above tasks and activities below but not limited to, for satisfactory performance of the services within the Contractual framework.

Detailed scope of work related to creation of GIS mapping of 6 AMRUT towns is described below:

**2.4 Collection of Image Derived Digital Cadastral Revenue Maps:**

- i. Director of Town Planning will provide the Image Derived Digital Cadastral Revenue Maps as under:

Sl. No.	Name of Town	Year of Imagery Acquisition	Satellite/ Sensor/ Name	Resolution	Map Scale
1	Bhubaneswar Municipal Corporation (BMC)	2005-06	Quick Bird	0.6	1:2000/1:4000
2	Cuttack Municipal Corporation (CMC)	2005-06	Quick Bird	0.6	1:2000/1:4000
3	Berhampur Municipal Corporation (BeMC)	2009	World View II	0.5	1:2000/1:4000

<sup>5</sup> [https://amrut.gov.in/writereaddata/designandStandards\\_AMRUT.pdf](https://amrut.gov.in/writereaddata/designandStandards_AMRUT.pdf)

Sl. No.	Name of Town	Year of Imagery Acquisition	Satellite/Sensor/ Name	Resolution	Map Scale
4	Sambalpur Municipal Corporation (SMC)	2009-10	World View II	0.5	1:2000/1:4000
5	Rourkela Municipal Corporation (RMC)	2009	World View II	0.5	1:2000/1:4000
6	Puri Municipality (PM)	2008	World View II	0.5	1:2000/1:4000

The images shall cover the Municipal boundary of the six AMRUT towns. Thus, the Area of Interest (Aoi) will be the present area of the six AMRUT towns.

- ii. Alternative data sources such as Google Earth/ Google Maps is strictly prohibited as this is strictly against the usage policies of the respective services. The agency will be solely liable for any legality and any such deviations will lead to disqualification of the agency.
- iii. Bidders to source maps from authorized agencies after due approval and also share the source with Housing and Urban Development Department, Govt. of Odisha.

#### 2.5 Collection of Various Maps & Data from Municipal & Government Agencies:

The agency shall collect maps and secondary data from various authorities. It will be the responsibility of the agency to collect data from various sources and across departments. A set of such maps that will form a part of the spatial database is illustrated below:

- i. Master Plan / General Town Planning Schemes showing proposed land use zoning, transport network and sites designated for various public purposes.
- ii. Maps showing administrative boundaries of ULB jurisdiction, administrative and electoral wards/zone, area units used by census along with slum boundary.
- iii. Maps/ Engineering drawings of utilities like water supply, sewerage, storm, water drainage, solid waste disposal, roads and street lights etc. along with the data available with ULB/ any other concerned Department.
- iv. Collection of Urban Utility Asset data through Location Survey of Urban Utility Assets and collection of key attribute data on assets (the list of Urban Utility Assets shall include but not limited to Water Supply Network, Sewerage Network, Roads, Storm Water Drains, Cross Drainage Works (Culvert & Bridges etc.), Street Lights, Public Conveniences (Toilets/ Urinals), Bus Shelters, Parks, etc, also need to be located on the maps through field verification.
- v. Existing land use categories like residential including slums, industrial, commercial and healthcare, educational, sports and recreation facilities.
- vi. All features should be collected along with the necessary attributes that will be later used for annotation.
- vii. Preparation of survey pre-format for each of the layers to be generated by the bidder.
- viii. The bidder is responsible for collecting the Data regarding Urban Utility Assets. The concerned offices shall provide data as requested by the Bidders.

#### 2.6. Data Security

The Client has absolute right on the data and output so generated in the process of preparation of Master Plan. The consultant shall be responsible for security and safe custody of data. In no way the digitized information will be copied or duplicated or supplied to any other party or the same reproduced by the consultant in full or part during preparation of Master Plan and after submission of the same to the client



## 2.7 Digitization and Map Preparation

The digitization process shall include vectorization, symbolization, layering, edge matching, topological integrity, and database linking with geo-database. For the preparation of vector Geo database projection, datum shall be designed same with the image data set for all the layers of each individual ULB. This is essential for proper representation of graphical data and location related unique Ids (code) for each layer, which shall form part of GIS for the spatial analysis. In case of digitization, the data is to be checked for dimensional accuracy, completeness, displacement, edge matching, symbology, and layering. All undershoots/ overshoots, dangling vertices shall get removed in the process.

## 2.8 Updation of Attribute Data

The agency will be responsible for integration of available data with Base Maps in GIS relating to slum data, urban infrastructural data in addition to the data collection during the preparation/ updating of base maps. The agency to collect the data in the field data sheet format after approval from the client. The base maps hard copy prepared through on screen digitization of imagery as discussed above is to be used for ward wise survey for the updating purpose and finalization of layer wise Base Maps with the attributes (as per Annexure II).

## 2.9 Survey and Quality Control

To supplement the information based on secondary data, field surveys will be critically important. To ensure the quality control, the client shall undertake field inspection of services to ensure reliability of the data through testing of datasets created using approved formats, field testing and undertaking random checks while actual field surveys are on.

The client will designate a nodal officer with a team of supervisors for ensuring the quality of surveys. The supervisors will frequently visit the field for random inspections. The agency will depute supervisor to lead a team consisting of surveyors depending upon the population and area to be covered for the survey. The supervisor will be responsible for timely and accurate canvassing of schedules and will frequently visit the field for random inspections. It shall be the duty of the supervisor to scrutinize the information collected by the investigators and make the necessary corrections, if any. The agency will ensure that there will not be any kind of duplicity/omission in the record. The Agency will ensure that all canvassed survey schedules/formats are kept in safe custody with proper binding. Even the unused formats shall also be kept in safe custody to avoid any misuse. Technical validations and verifications to be done by ORSAC.

## 2.10 Final Urban Utility Asset Map

Final Urban Utility Asset maps are to be prepared incorporating the data collected from field survey and the data for different entities. Base maps are to be prepared as per the cadastral scale. The base maps will be prepared in various layers for ease of operation in GIS. Layer and data structures can be modified depending on requirements of ULB after approval from Housing & Urban Development Department/ Consultancy Evaluation and Review Committee (CERC) as per AMRUT Guidelines. The details of the Geospatial data layers for base map are given in Annexure II.

## 2.11 Web enabled GIS based Urban Utility Asset Management System

- i. Development of the above system to facilitate Urban Utility Asset Management, Planning, Monitoring, generation of Management Information & Decision Support Information.
- ii. The bidder has to analyze in details the complete Functional requirements of the application from department, stakeholders and other requirements of various statutory & regulatory authorities.

- iii. These are to be finalized & documented in detail in the comprehensive Functional Requirement Specifications (FRS) and System Requirement Specifications (SRS) documents to be prepared & submitted by the bidder
- iv. Deployment and Commissioning of the Urban Utility Asset Geo-database & Web enabled GIS based Urban Utility Asset Management System (necessary Hardware, Platform Software and ancillary IT infrastructure shall be facilitated by the department).
- v. User Acceptance Testing and Go-live of Web Enabled GIS based Urban Utility Asset Management System
- vi. Training & Capacity building of the select department officials on Operation & Management of the Web enabled GIS based Urban Utility Asset Management System.

**Given below are the specifications on the data management system -**

**Security:**

Data needs to be protected against following threats

- Unauthorized access to database or application
- Data Back up
- Confidentiality of data/information with appropriate security model
- Security policy must be implemented with proper guideline
- Disasters Management

**Access of Data**

Role based authentication and right to various functionalities and users must assign to access Data.

**General Requirements**

- The Selected Bidder is expected to study each of the modules and processes in detail and customize the application software as per the requirement.
- The Application Software should have been developed using Client/Server Web Technologies.
- Bidder must understand the IT infrastructure for deployment and hosting.
- The Latest Relational Data Base Management System (RDBMS) is to be used for all Database related solutions.
- The selected Bidder shall provide the content and project management Schedule.
- System must support interface, content, and workflow and ability to customize end user forms to facilitate a more focused user interface for each group of end users.
- Ability to access in the field on a variety of devices, including laptops, tablets and smart phones. Responsive mobile version of the software must be compatible and lightweight.
- For the proposed system, the software license that provides full access to the software proposed for an unlimited number of users.
- Maintaining the defined standard of asset coding.

**GIS and Asset Data Requirements**

- System must support ArcGIS and maintain compatibility with the most current version of GIS software.
- System should be designed to work primarily with GIS data, where geographic features (e.g. pipes) represent assets.
- System should utilize the geo-database as the only asset database/repository and link to it out-of-the-box without additional add-ons or software licensing. All asset geometry and attributes must reside in the geo-database.

- Ability to query the geo-database and update asset attributes from within the Asset Management software.

System should provide a map interface, allowing the user to view assets, search, zoom, locate, measure distances and include the capability to view information about assets' attributes from the GIS

## **ii. Part 2: Post go-live Operations & Maintenance support for a period of 2 years**

The scope of work for post-go live O&M support for two years is described as under:

- I. Selected Bidder has to provide training, handholding, operations and maintenance support for a period of at least Two (2) years after Successful implementation / date of final Go-Live of the application. The minimum two Numbers of man power to be provided at each city to give above support.
- II. Selected Bidder is required to resolve any bugs & issues including bug fixing and improvements in functionality.
- III. Provide the latest updates, patches / fixes, version upgrades relevant for the application software /IT components.
- IV. Installation of the necessary patches and application upgrades.
- V. The selected bidder will be responsible for operating the Urban Asset Utility Management System including updating asset data, generating reports, providing user access etc.
- VI. The Bidder shall ensure that the complete application has successfully passed the requisite system testing & security audits for all of the components viz. the functional, operational, security and performance requirements of the project
- VII. Any addition or updation required in the application as per the demand within contract period must be covered within scope by the bidder.
- VIII. Bidder has to look after the application database and data security related matters and to maintain security features.
- IX. Any maintenance issues including system errors de-bugging etc. through the contract period
- X. No change requests shall be accepted by Department during the contact period for any upgrades as part of the technical support from bidder as well as from result of any necessary amendments from statutory compliances
- XI. During the exit/transition management process, it is the responsibility of the bidder to address and rectify the problems identified with the department
- XII. During the contract period, the bidder shall ensure that all the documentation including policies, user manuals, procedures, configuration documents, etc. are kept up to date and all such documentation is handed over to Department, during the exit management process.
- XIII. At the end of the contract period or in the event of termination of contract, the bidder is required to provide necessary handholding and transition support, handing over the entire software (including source code, program files, configuration files, setup files, project documentation etc.)
- XIV. For the O&M support for a period of 2 years, the Bidder to deploy at least 2 resources per town for the period of O&M support as under:
  - a. 1 System Administrator

b. 1 Assistant

The bidder will be solely responsible for management of these resources. The Bidder will operations & maintenance in line with scope of work defined above. Please note that this is the minimum manpower to be deployed and the bidder to include the cost of the manpower in the lump-sum fees for O&M of web-enabled Urban Utility Asset Management System (Y) for 2 years.

### 3. Data, Services and Facilities to be provided by the Client

- i. Director of Town Planning will provide base maps as mentioned earlier.
- ii. The agency shall return the satellite images, original data, processed data, maps, and any other data collected for the project to the client. The agency shall give an undertaking that the above images/ data / maps will not be used for any other purpose other than the project.
- iii. The client will provide office space for carrying out the project work in a secured environment.

### 4. Outputs and Deliverables

#### 4.1 Reconnaissance Survey

- i. The agency to conduct a thorough assessment of the data available in six ULBs to finalize the work plan with Housing and Urban Development (H&UD) Department, Government of Odisha.

#### 4.2 Base Maps

- i. Digital base maps of all the thematic layers (excluding building/plot) on 1:2000/ 1:4000 scale (cadastral scale) in 2 sets in hard copy (A0 Paper) and one set in soft copy in GIS format.
- ii. Digital data of base map in DXF /DWG, SHP, MXT and PDF file format along with soft copy of base map to a scale of 1:2000/ 1:4000 scale (soft copy) for the total town area in DXF/DWG SHP, MXT and PDF format which shall contain locality/colony/area boundaries, slum boundary ward wise, roads, nalas, Canals, railway lines, bridges, water bodies duly incorporating cadastral information, Locality, ward, block, slum, and municipal boundaries etc.
- iii. Final Base Maps and customized maps to be provided by the agency on 1:2000/ 1:4000 scale or as per any other specification as may be required by the client.

#### 4.3 Reports

Below are the mandates to be submitted to the client:

- i. Inception Report for the project highlighting review of supplied cadastral maps, collected available maps and related data, identification of existing data gaps and proposal on how to bridge data gaps along with description of the detailed methodology and work schedule should be submitted within two months from the date of signing contract - 5 sets and 2 soft copies.
- ii. Project Interim Progress Reports to be submitted on 5th day of each calendar month.
- iii. Four (4) copies of the Report in both hard and soft copies along with all the base maps.
- iv. Two (2) soft copies of GIS data depicting all Final Base Map in 1:2000/1:4000 scale (cadastral scale).
- v. Four (4) copies of Proposed Land Use Map print from the GIS data (cadastral maps showing all final plan proposals) in 1:2000/1:4000 scale (cadastral scale).

The agency must give power point presentation to the CERC every six to eight weeks as requested by the client and note the comments of the CERC members and incorporate in the next report.

#### 4.4 Web enabled GIS based Urban Utility Asset Management System

- i. The output will include development, deployment and commissioning of the Urban Utility Asset Geo-database and Web enabled GIS based Urban Utility Asset Management system. The system will be built with a query interface and capabilities of customized report generation.

- ii. On-site Training and Capacity Building of select officials of the Housing and Urban Development Department and relevant end users.
- iii. The Open Source Code of the web enabled query interface software shall be handed over by the agency to the client after completion of the assignment for further enhancements in future as and when required.

#### 4.5 Operations & Maintenance of Web enabled GIS based Urban Utility Asset Management System

- i. Operations and Maintenance for managing the database and facility as a Service Provider. Service provider to generate periodic deliverables using the geo-database as required by the client

### 5. Schedule for Completion of Tasks

The assignment is to be completed in **8months + 2 Year O&M support**. The details on timeline for different activities is as below:

#### Work Flow Schedule

S. No.	Item of Works	Due Date
1	Collection of existing data and preparation of Inception Report including Validation of data (System study & GIS system design)	1 months
2	Processing of data (DGPS/ GPS Survey for Urban Utility Asset data through Location Survey) Digitization, Map preparation for all thematic layers, Vector database preparation, Topology Build up	3 months
3	Quality Analysis and Quality Check	1 month
4	Generation of Final Report and Map Publishing	0.5 month
5	Integration of Data with feature dataset using RDBMS	1 month
6	Creation of Web Application, User Acceptance Testing, Go-live& Training of end-users	1.5 months
<b>Duration for Part 1</b>		<b>8 months</b>
1	Operations & Maintenance of Web enabled GIS based Urban Utility Asset Management System	24 months

### 6. Work & Payment Schedule:

The following outputs are expected to be delivered in stages:

S.No.	Item of Works	Due Date	Payment
1	Collection of existing data and preparation of Inception Report including Validation of data (System study & GIS system design)	1 months	10% of Part 1 Lump-Sum Fees
2	Processing of data (DGPS/ GPS Survey for Urban Utility Asset data through Location Survey) Digitization, Map preparation for all thematic layers, Vector database preparation, Topology Build up	3 months	20% of Part 1 Lump-Sum Fees
3	Quality Analysis and Quality Check	1 month	10% of Part 1 Lump-Sum Fees
4	Generation of Final Report and Map Publishing	0.5 month	10% of Part 1 Lump-Sum Fees

5	Integration of Data with feature dataset using RDBMS	1 month	20% of Total Lump-Sum Fees
6	Creation of Web Application, User Acceptance Testing, Go-live & Training of end-users	1.5 months	30% of Total Lump-Sum Fees
<b>Duration</b>		<b>8 months</b>	
1	Operations & Maintenance of Web enabled GIS based Urban Utility Asset Management System	24 months	Part 2: Lump-Sum Fees equal quarterly payments

Payment to be released post approval of reports submitted at each stage to the Director Town Planning to Government, Housing and Urban Development Department, Government of Odisha.

### **Penalty:**

The penalty for delay in submission of deliverables shall be @ 0.5% per week of delay beyond grace period of 4 weeks and subject to maximum of 10% of contract value. Penalty will be deducted as per above if stage due date is not achieved, but can be returned if Part-1 completion due date is achieved.

The Client shall deduct 1% of the work order value at each stage for delay of submission of reports by the consultant beyond 4 weeks. Penalty to be maximum up to 10% of the contract value.

## **7. Expertise and Inputs**

List of Key professionals position whose Curriculum Vitae (C.V.) and Experience would be evaluated:

Sl. No.	Key Position	No. of Persons	Qualification & total Experience	Relevant Experience	Marks
1	<b>Team Leader</b>	1	<b>Qualification:</b> Masters in Geography / Geo Informatics / Geology / Graduate in Civil /Municipal/ Environmental Engineering  <b>Total Experience:</b> Minimum 10 years	Minimum 7 years' of experience in GIS mapping of urban assets with <b>experience of leading at least 2 GIS based Asset Mapping projects as Team Leader.</b>	<b>Total Marks – 10</b>  <b>Qualification and Total &amp; Relevant Experience – 4 Marks</b>  <b>Relevant Work Experience as Team Leader– 6 Marks</b> <ul style="list-style-type: none"> <li>• 4 Marks – with experience of at least 2 projects</li> <li>• 1 mark - for every additional projects, up to maximum of 2 marks</li> </ul>
2	<b>Team Member - Urban Planner</b>	1	<b>Qualification:</b> Masters/ PG Diploma in Urban Planning  <b>Total Experience:</b> Minimum 7 years	Minimum 5 years' experience in Urban Planning with GIS expertise - Preparation of Base Maps, Master Plans, Area Plans, Urban Town Planning schemes	<b>Total Marks - 8</b>  <b>Qualification and Total Experience – 4 Marks</b>  <b>Relevant Experience – 4 Marks</b>
3	<b>Team</b>	1	<b>Qualification:</b>	Minimum 5 years'	<b>Total Marks - 6</b>

Sl. No.	Key Position	No. of Persons	Qualification & total Experience	Relevant Experience	Marks
	Member - Civil Engineer		Graduate Civil Engineering  <b>Total Experience:</b> Minimum 7 years	experience in design / construction / maintenance of urban assets such as light traffic roads, water supply system, sewerage and drainage systems. <b>Relevant experience of at least 2 similar projects in above areas.</b>	<b>Qualification and Total &amp; Minimum Experience – 2 Marks</b>  <b>Relevant Work Experience– 4 Marks</b> <ul style="list-style-type: none"> <li>• 2 Marks – with experience of at least 2 projects</li> <li>• 1 mark - for every additional project, up to maximum of 2 marks</li> </ul>
4	Team Member - GIS Remote Sensing	3	<b>Qualification:</b> Masters in Geography/ Geo Informatics / Geology/ Environmental Engineering  <b>Total Experience:</b> Minimum 7 years	Minimum 5 years' experience in managing or developing databases including data collection, entry and maintenance, database reports and specialized queries is essential. Strong practical experience in using Digital Image Processing and GIS software tools is essential, for example: ESRI products such as Arc View, ArcGIS, ERDAS Imagine and Programming in GIS application development in desktop/ web environment. <b>Relevant Experience of at least 1 similar project in above areas.</b>	<b>Total marks - 12</b> <b>Marks per person - 4</b>  <b>Qualification and Total &amp; Minimum Experience – 1 Marks</b>  <b>Relevant Work Experience– 3 Marks</b> <ul style="list-style-type: none"> <li>• 1 mark each project maximum up to 3 marks</li> </ul>
5	Team Member - IT	1	<b>Qualification:</b> BE Computer Science/IT or MCA <b>Total Experience:</b> Minimum 10 years	Minimum 5 years' experience in geospatial data analysis and MIS software/application development for GIS mapping of assets. <b>Relevant experience of at least 2 similar projects in above areas.</b>	<b>Total Marks - 4</b>  <b>Qualification and Total &amp; Minimum Experience – 1 Marks</b>  <b>Relevant Work Experience– 3 Marks</b> <ul style="list-style-type: none"> <li>• 1 Mark – with experience of at least 1 project</li> <li>• 1 mark - for every additional project,</li> </ul>

Sl. No.	Key Position	No. of Persons	Qualification & total Experience	Relevant Experience	Marks
					up to maximum of 2 marks

- The agency will work according to the deadlines provided in the Terms of Reference.
- To meet project requirements, agency to include additional members to meet the quality and timelines within the cost already quoted in the financial proposal. No requests for change will be entertained for increasing deployment by the agency.

#### **8. Composition of CERC to monitor Agency's work:**

For supervising the progress of the project and guiding the agency, a Consultancy Evaluation and Review Committee will be constituted in line with the AMRUT Guidelines.

#### **9. Review of Progress Reports**

The agency should submit all reports to the Director Town Planning to Government, Housing and Urban Development Department, Government of Odisha. All correspondence pertaining to the Assignment must be addressed to Director Town Planning to Government, Housing and Urban Development Department; Government of Odisha will have the responsibility and authority, on behalf of the CERC to issue clear interpretation and instructions to the agency.

Progress report on each task/ each month shall be reviewed by the CERC and Director of Town Planning ;Housing and Urban Development Department shall organize a presentation by the agency to the CERC every six to eight weeks and also after completion of each sub task. The CERC minutes shall be communicated within one week of such presentation, to the agency.

#### **10. Appraisal of Project**

The final GIS Base Maps along with reports will be appraised technically by the agency to the CERC. Feedback from members of the CERC will be incorporated by the agency.



## **PART II - Contract**

# Section VI -General Conditions of the Contract

## A. General Provisions

### 1. Definitions

1.1 The following words and expressions shall have the meanings hereby assigned to them:

- (a) "Applicable Law" means the laws and any other instruments having the force of law.
- (b) "Agency/Bidder" 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 Agencies and all the attached documents.
- (d) "Days" are calendar days; months are calendar months.
- (e) "Client" is the party who employs the Agency to provide the services, as specified in the PCC.
- (f) "Effective Date" means the date on which this Contract comes into force and effect pursuant to GCC Clause 11.1.
- (g) "Force Majeure" means an exceptional event or circumstance, which is beyond a Party's control; which such Party could not reasonably have provided against before entering into the Contract; which, having arisen, such Party could not reasonably have avoided or overcome; and, which is not substantially attributable to the other Party.
- (h) "GCC" mean General Conditions of Contract.
- (i) "Letter of Acceptance" means the formal acceptance by the Client of the Proposal and denotes the formation of the Contract at the date of acceptance.
- (j) "Member" means any of the entities that make up the joint venture/consortium/association; and "Members" means all entities
- (k) "Party" means the Client or the Agency, as the context requires.
- (l) "PCC" means Particular Conditions of Contract by which the GCC may be amended or supplemented
- (m) "Personnel" means professionals and support staff provided by the Agencies or by any Sub-Agencies and assigned to perform the Services or any part thereof; "Local Personnel" means such professionals and support staff who at the time of being so provided had their domicile inside India; and "Key Personnel" means the Personnel referred to in GCC Clause 34.
- (n) "Reimbursable expenses" means all assignment-related costs other than Agency's remuneration.
- (o) "Services" means the work to be performed by the Agency pursuant to this Contract, as described in Appendix A hereto.
- (p) "Sub-Agencies" means any person or entity to whom/which the Agency subcontracts any part of the Services.

## 2. Interpretation

- 2.1 If the context so requires it, singular means plural and vice versa.
- 2.2 Headings have no significance and Words have their normal meaning under the language of the Contract unless specifically defined.
- 2.3 The term "in writing" means communicated in written form (e.g. by mail, e-mail, fax) with proof of receipt;
- 2.4 The Contract constitutes the entire agreement between the Client and the Agency and supersedes all communications, negotiations and agreements (whether written or oral) of the agencies with respect thereto made prior to the date of Contract.
- 2.5 No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.
- 2.6 Subject to GCC Clause 2.7 below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- 2.7 Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.
- 2.8 If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.
- 2.9 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the PCC. A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- 2.10 The contract, its meaning and interpretation and the relation between the agencies shall be governed by the applicable law and it shall be subjected to the jurisdiction of the courts of [*Insert name of the place*].
- 2.11 The headings shall not limit, alter or affect the meaning of this contract.
- 2.12 Any notice, request or consent required or permission to be given or made pursuant to this contract shall be in writing.
- 2.13 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 mail, at the address specified. A party may change its address for notice hereunder by giving the other party notice of such change.

### **3. Eligibility**

3.1 The Agency shall have the nationality of India.

### **4. Relationship between the Agencies**

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

4.2 **Legal Jurisdiction** - All legal disputes are subject to the jurisdiction of Court of Odisha State only.

### **5. Fraud and Corruption**

5.1 The Client requires that Agencies and Sub-Agencies observe the highest standard of ethics during providing services and execution of such contracts. In pursuit of this policy, the Client:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution; and

(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 practice" means a scheme or arrangement between two or more Agencies designed to establish proposal prices at artificial, non-competitive levels; and;

(iv) "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of a contract;

(b) will sanction a firm or individual, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that they have, directly or through an agent, engaged, in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract;

(c) will reject a proposal for award if it determines that the Agency recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question;

5.2 Agencies shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and during execution of the assignment if the Agency is awarded the Contract, as requested in the Financial Proposal Submission form (Section IV).

5.3 In no case, sub-letting of "overall works" or "part thereof" would be accepted.

### **6. Contract Documents**

6.1 The Contract Agreement shall be read as a whole. All documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

## **7. Language**

- 7.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Agency and the Client, shall be written in the English language.

## **8. Location**

- 8.1 The Services shall be performed at such locations as are specified in the PCC.

## **9. Joint Venture, Consortium or Association**

- 9.1 If the Agency is a joint venture, consortium, or association, all of the agencies shall be jointly and severally liable to the Client for the fulfilment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Client.

## **10. Authorized Representatives**

- 10.1 Any action required or permitted to be taken and any document required or permitted to be executed under this Contract by the Client or the Agency may be taken or executed by the officials/authorized representatives of the Client specified in the PCC.
- 10.2 The authorized representatives may delegate any of his duties and responsibilities to other people after notifying the Agency, and may cancel any delegation after notifying the Agency.

## **11. Effectiveness of Contract and Commencement of Services**

- 11.1 This Contract shall come into force and effect on the date (the "Effective Date" as specified in the PCC) of the Client's notice to the Agency instructing the Agency to begin carrying out the Services. Unless terminated earlier pursuant to GCC Clause 20 hereof, this Contract shall expire at the end of the Intended Completion Date as specified in the PCC.
- 11.2 The Agency shall begin carrying out the services, immediately after the Effective Date, in any case, within two weeks after the effective date.

## **12. Early Warnings**

- 12.1 The Agency shall warn the authorized representative at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the services, increase the Contract Price, or delay the execution of the services. The Authorized Representative may require the Agency to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Agency as soon as reasonably possible.
- 12.2 The Agency shall cooperate with the Authorized Representative in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by

anyone involved in the work and in carrying out any resulting instruction of the Authorized Representative.

### **13. Extension of the Intended Completion Date**

- 13.1 The Authorized Representative of the Client shall decide whether and by how much to extend the Intended Completion Date if there are events which he decides will make it impossible for completion to be achieved by the Intended Completion Date.

### **14. Performance Security**

- 14.1 If required as specified in the PCC, the Agency shall, within twenty one (21) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the PCC.
- 14.2 The proceeds of the Performance Security shall be payable to the Client as compensation for any loss resulting from the Agency's failure to complete its obligations under the Contract.
- 14.3 As specified in the PCC, the Performance Security, if required, shall be denominated in INR and shall be in one of the format stipulated by the Client in the PCC, or in another format acceptable to the Client.
- 14.4 The Performance Security shall be discharged by the Client and returned to the Agency not later than sixty (60) days following the date of acceptance of final report by the Client, unless specified otherwise in the PCC.

### **15. Change Orders and Contract Amendments**

- 15.1 The Client may at any time order the Agency through notice make changes within the general scope of the Contract.
- 15.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Agency's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Agency for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Agency's receipt of the Client's change order.
- 15.3 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the agencies.
- 15.4 Any request for change and amendments that emanate from the Agency, may have interalia, financial impact and/or technical impact and/or legal impact. Therefore, before issuing any amendments the Evaluation Committee of the Agency should scrutinize the issue on its merit and obtain legal consultation on the possible repercussion from the unsuccessful Agencies.

### **16. Expiry of Contract**

- 16.1 Unless terminated earlier pursuant to Clause GCC 20 hereof this contract shall expire when services have been completed and all payments have been made at the end of such time

period after the effective date as per schedule or extended period as approved by the Client as per codal norms.

- 16.2 This contract contains all covenants, stipulations agreed by the agencies. No agent or representative of either party has authority to make, and the agencies shall not be bound by or be liable for any statement representation promise or agreement not set forth herein.

## **17. Extensions of Time**

- 17.1 If at any time during performance of the Contract, the Agency or its sub-Agency should encounter conditions impeding timely provision of the Services, the Agency shall promptly notify the Client in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Agency's notice, the Client shall evaluate the situation and may at its discretion extend the Agency's time for performance, in which case the extension shall be ratified by the agencies by amendment of the Contract.
- 17.2 Except in case of Force Majeure, as provided under GCC Clause 19, a delay by the Agency in the performance of its Completion obligations shall render the Agency liable to the imposition of liquidated damages pursuant to GCC Clause 18, unless an extension of time is agreed upon, pursuant to GCC Clause 17.

## **18. Suspension and Liquidated Damages**

- 18.1 The Client may by written notice of suspension to the agencies suspend all payments to the agencies hereunder if the agencies fail to perform any of their obligations under this contract, including the carrying out of the services, provided that such notice of suspension shall specify the nature of the failure and request the agencies to remedy such failure within a period not exceeding thirty (30) days after receipt by the agencies of such notice or suspension.
- 18.2 In certain circumstances, if the Agency fails to provide the Services by the Date(s) of completion specified in the Contract, the Client may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the PCC of the contract value for each week or part thereof of delay from the Intended Completion Date until actual completion, up to a maximum deduction of the percentage specified in those PCC. Once the maximum is reached, the Client may terminate the Contract pursuant to GCC Clause 20.
- 18.3 The Client may deduct liquidated damages from payments due to the Agency. Payment of liquidated damages shall not affect the Agency's liabilities.
- 18.4 If the Intended Completion Date is extended after liquidated damage has been paid, the authorized representatives shall correct any overpayment of liquidated damages by the Agency by adjusting the next payment certificate.

## **19. Force Majeure**

- 19.1 The Agency shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that it is delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 19.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Agency that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Agency. Such events may include, but not be limited to, acts of the

Client in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

- 19.3 If a Force Majeure situation arises, the Agency shall promptly notify the Client in writing of such condition and the cause thereof within twenty-one (21) days of occurrence of such event. Unless otherwise directed by the Client in writing, the Agency shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 19.4 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days (60), either party i.e. Client or Agency may at their option terminate the contract without any financial repercussion on either side.
- 19.5 In case of Force Majeure situation affecting the Client, the Client shall notify the Agency in writing of such condition and the cause thereof within twenty-one (21) days of occurrence of such event for further necessary action.
- 19.6 Not later than thirty (30) days after the agencies, as the result of an event of Force Majeure, have become unable to perform a material portion of the services, the agencies shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.
- 19.7 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 in so far as such inability arises from an event of Force Majeure, provided that the party affected by such an event has taken all reasonable alternative measure, all with the objective of carrying out the terms and conditions of this contract.
- 19.8 Force Majeure shall not include:
- a) any event which is caused by the negligence or intentional action of a party or such party's agents or employees, nor
  - b) any event which a diligent party could reasonably have been expected to both (a) take into account at the time of the conclusion of this contract and (b) avoid or overcome in the carrying out of its obligations hereunder.
  - c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

## **20. Termination**

### 20.1 Termination by the Client

The Client may give not less than thirty (30) days written notice of termination to the agencies (except in the events listed in Para (e) below, for which there shall be a written notice of not less than sixty (60) days) such notice to be given after the occurrence of any of the events specified in paragraph (a) through (d) of this Clause 20.1 to terminate this contract.

- a) If the agency fails to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause 18.1 herein above within thirty (30) days of receipt of such notice of suspension or within such further period as the client may have subsequently approved in writing.
- b) If the agency becomes insolvent or bankrupt or enters into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;



- c) If the agency submits, to the Client a false statement which has a material effect on the rights obligations or interests of the Client and which the agencies knowingly raised.
- d) If, as a result of Force Majeure, the agencies are unable to perform a material portion of the services for a period of not less than sixty (60) days or;
- e) If the Client, in its sole discretion and for any reason whatsoever, decided to terminate this contract.

## 20.2 Termination by the Agency

The Agency may, by not less than thirty (30) day's written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Clause 20.2, terminate this contract.

- a) If the Client is in material breaches of its obligations pursuant to this contract and has not remedied the same within forty five (45) days (or such longer period as the agencies may have subsequently approved in writing) following the receipt by the Client of the agencies notice specifying such breach.
- b) If, as a result of Force Majeure, the agencies are unable to perform a material portion of the services for a period of not less than sixty (60) days.

## 20.3 Termination for Convenience.

- a) The Client, by notice sent to the Agency may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Client's convenience, the extent to which performance of the Agency under the Contract is terminated, and the date upon which such termination becomes effective. The Client shall have to suitably compensate the Agency on mutually agreed terms for terminating the contract.

## 20.4 Payment upon Termination

Upon termination of this contract pursuant to Clause 20.1, 20.2 or 20.3 hereof, the Client shall make the following payments to the Agency (after offsetting against these payments any amount that may be due from the Agency to the Client).

- a) remuneration for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures pursuant for expenditures actually incurred prior to the effective date of termination; and
- b) Reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract including the cost of the return travel of the Personnel and their eligible dependents.

## **21. Cessation of Rights and obligation**

- 21.1 Upon termination of this Contract pursuant to GCC Clause 20 hereof, or upon expiration of this Contract pursuant to GCC Clause 11.1 hereof, all rights and obligations of the Agencies 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 GCC Clause 27 hereof, and (iii) any right which a Party may have under the Applicable Law.

## **22. Cessation of services**

- 22.1 Upon termination of this Contract by notice of either Party to the other pursuant to GCC Clause 21 hereof, the Agency shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Agency and equipment and materials furnished by the Client, the Agency shall proceed as provided, respectively, by GCC Clause 32 and 33 hereof.

## **23. Release from Performance**

- 23.1 If the Contract is frustrated by any event entirely outside the control of either the Client or the Agency, the Authorized Representative of the Client shall certify that the Contract has been frustrated. The Agency shall stop providing services as quickly as possible after receiving this certificate and shall be paid for all services provided before receiving it and for any services provided afterwards to which a commitment was made.

## **24. Settlement of Disputes**

- 24.1 The Client and the Agency shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 24.2 If, after twenty-one (21) days, the agencies have failed to resolve their dispute or difference by such mutual consultation, then either the Client or the Agency may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration proceedings shall be conducted in accordance with the Indian laws as specified in the PCC.
- 24.3 Notwithstanding any reference to arbitration herein,
- a. the agencies shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
  - b. The Client shall pay the Agency any money due to the Agency.
- 24.4 The place of arbitration shall be as specified in the PCC.

## **B. Obligation of the Agencies**

### **25. General**

- 25.1 The Agencies shall perform the Services specified in Appendix A- "Description of Services" of this contract and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods.
- 25.2 The Agencies shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Sub-Agencies, as well as the Personnel and agents of the Agencies and any Sub-Agencies, comply with the Applicable Law.

- 25.3 The Agency shall honour its reporting obligation as specified in GCC Clause 31 and provide the personnel in accordance with GCC Clause 34.
- 25.4 The Agency shall be required to maintain timesheets or any other document used to identify time spent, as well as expenses incurred.
- 25.5 The Agency shall keep accurate and systematic records and accounts in respect of the Services, which shall clearly identify all charges and expenses. The Client reserves the right to audit, or to nominate a reputable accounting firm to audit, the Agency's records relating to amounts claimed under this Contract during its term and any extension, and for a period of 3 months thereafter.

## **26. Conflict of interest**

- 26.1 The Agency shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.
- 26.2 The Agency shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Agency shall use its best efforts to ensure that any Sub-Agencies, as well as the Personnel and agents of either of them, similarly shall not receive any such additional payment.
- 26.3 The Agency, sub Agency and affiliates of both shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Agency's Services for the preparation or implementation of the project, during the term of this Contract and after its termination.
- 26.4 The Agency shall not engage, and shall cause their Personnel as well as their Sub-Agencies and 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.

## **27. Confidentiality**

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

## **28. Copyright**

- 28.1 The copyright in all documents and other materials containing data and information furnished to the Client by the Agency herein shall remain vested in the Agency, or, if they are furnished to the Client directly or through the Agency by any third party, the copyright shall remain vested in such third party.

## **29. Insurance**

- 29.1 The Agency (i) shall take out and maintain, and shall cause any Sub-Agencies to take out and maintain, at their (or the Sub-Agencies', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the PCC, 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
- 29.2 If the Agency does not provide any evidences of the policies and certificates required, the Client may affect the insurance, which the Agency should have provided, and recover the premiums the Client has paid from payments otherwise due to the Agency or, if no payment is due, the payment of the premiums shall be a debt due.

29.3 Alterations to the terms of insurance shall not be made without the approval of the authorized representative of the Client.

## **30. Agency's action requiring Client's prior approval**

30.1 The Agency shall obtain the Client's prior approval in writing before taking any of the following actions:

(a) Any change or addition to the Personnel listed in Appendix C.

(b) The Agency may subcontract work relating to the Services to an extent and with such experts and entities as may be approved in advance by the Client. Notwithstanding such approval, the Agency shall retain full responsibility for the Services. In the event that any Sub-Agencies are found by the Client to be incompetent or incapable in discharging assigned duties, the Client may request the Agency to provide a replacement, with qualifications and experience acceptable to the Client, or to resume the performance of the Services itself.

(c) Any other action that may be specified in the PCC.

## **31. Reporting obligations**

31.1 The Agencies shall submit to the Client the reports and documents as specified in Terms of Reference hereto, in the form, in the numbers and within the time periods set forth in Appendix B.

## **32. Documents prepared by Agency to be the Property of Client**

32.1 All plans, drawings, specifications, designs, reports, other documents and software prepared by the Agency for the Client under this Contract shall become and remain the property of the Client, and the Agency shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Agency may retain a copy of such documents and software, and use such software for their own use with prior written approval of the Client. If license agreements are necessary or appropriate between the Agency and third agencies for purposes of development of any such computer programs, the Agency shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.

## **33. Equipment, vehicles and materials furnished by the Client for carrying out the consulting services**

33.1 Equipment, vehicles and materials made available to the Agency by the Client, or purchased by the Agency wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Agency shall make available to the Client an inventory of such equipment, vehicles and materials and shall dispose of such equipment and materials in accordance with the Client's instructions.

## **34. Agency's Personnel and Sub-Agency**

34.1 The Agency shall employ and provide such qualified and experienced Personnel and Sub-Agencies as are required to carry out the Services.

34.2 The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Agency's Key Personnel are to be adhered to.

- 34.3 The Key Personnel and Sub-Agencies listed by title as well as by name in Appendix C are hereby approved by the Client. In respect of other Personnel, which the Agency proposes to use in the carrying out of the Services, the Agency shall submit to the Client for review and approval 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.
- 34.4 The Key Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in Appendix C hereto, and except as specified in such Appendix, the Agency's remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is included in the staff-months of service set forth in Appendix C. Any taking of leave by Personnel shall be subject to the prior approval by the Agency who shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services.
- 34.5 Except as the Client may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Agency, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Personnel, the Agency shall forthwith provide as a replacement a person of equivalent or better qualifications.
- 34.6 If the Client (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Agency shall, at the Client's written request specifying the grounds therefore, forthwith provide as a replacement at the Agency's cost a person with qualifications and experience and remuneration acceptable to the Client.
- 34.7 If required by the PCC, the Agency shall ensure that at all times during the Agency's performance of the Services a resident project manager, acceptable to the Client, shall take charge of the performance of such Services.
- 34.8 If required to comply with the GCC Clause 25.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix C may be made by the Agency by written notice to the Client, provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by the percentage specified in the PCC; and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in GCC Clause 37 of this Contract. Any other such adjustments shall only be made with the Client's written approval.
- 34.9 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 Agency.

## **35. Agency's liability towards the Client**

- 35.1 Agencies shall be liable to indemnify the Client for any direct loss or damage accrued or likely to accrue due to deficiency in service rendered to it.

## **C. Obligation of the Client**

### **36. Services and Facilities**

- 36.1 The Client shall make available to the Agency, Sub-Agency and the Personnel free of charge, the services, facilities and assistance as shall be necessary to enable Agencies, sub-Agencies or Personnel to perform the services
- 36.2 Request to officials, agents and representatives of other Government departments as may be necessary or appropriate for providing information necessary for the prompt and effective implementation of the services.

## 37. Payments

- 37.1 Based on the payment method stipulated in the PCC, the evaluation shall be done as follows:
- 37.2 In case of Lump sum payment Contracts: The total payment due to the Agency shall not exceed the contract price stipulated in the PCC, other wise. The payments shall be released as per the schedule of payments specified in the PCC.
- 37.3 In case of Time based payment Contracts: The total payment due to the Agency shall not exceed the contract price stipulated in the PCC, otherwise. The payments made under the Contract consist of the Agency's remuneration and of the reimbursable expenditures. The remuneration shall be released every month or quarter as specified in the PCC, on the basis of days actually spent by the approved Personnel in the performance of services after the starting date as mentioned in GCC Clause 11.1, based on the rates agreed and specified in Appendix C. The reimbursable expenses as approved by the Client shall also be released along with the remuneration in the mode specified in GCC Clause 37.6.
- 37.4 Payments for periods of less than one month shall be suitably adjusted. For this purpose, one day shall be equivalent to 1/30th of a month and one hour being equivalent to 1/176th of a month.
- 37.5 Irrespective of any change in the applicable law with respect to taxes and duties which increases or decreases the cost incurred by the Agencies in performing the services during period of this contract, the remuneration otherwise payable to the Agencies under this contract shall not be increased or decreased accordingly by agreement between the agencies thereto.
- 37.6 Billings and payments in respect of the Services shall be made as follows:
- (a) The Client may make advance payment to the Agency of the amounts stated in the PCC by the date stated in the PCC, against provision by the Agency of an unconditional bank guarantee in a form and by a bank acceptable to the Client in amounts and currency equal to the advance payment. The guarantee shall remain effective until the advance payment has been repaid, but the amount of the guarantee shall be progressively reduced by the amounts repaid by the Agency. Interest shall not be charged on the advance payment.
  - (b) As soon as practicable and not later than fifteen (15) days after the end of each calendar month/quarter during the period of the Services, or after the end of each time intervals or milestones as specified in the schedule of payments, the Agency shall submit to the Client, in duplicate, itemized statements, accompanied by copies of invoices, vouchers, and other appropriate supporting materials, of the amounts payable. Each statement shall distinguish that portion of the total eligible costs which pertains to remuneration from that portion which pertains to reimbursable expenses.
  - (c) The Client shall pay the Agency's statements within sixty (60) days after the receipt by the Client of such statements with supporting documents. Only such portion of a statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Agency, the Client may add or subtract the difference from any subsequent payments.
  - (d) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Agency and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final statement shall be deemed approved by the Client as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the Client unless the Client, within such ninety (90) day period, gives written notice to the Agency specifying in detail deficiencies in the Services, the final report or final statement. The Agency shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount, which the Client has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract, shall be reimbursed by the Agency to the

Client within thirty (30) days after receipt by the Agency of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with the above.

- (e) With the exception of the final payment under (b) above, payments do not constitute acceptance of the Services nor relieve the Agency of any obligations hereunder.
- (f) Payments shall be made promptly by the Client through a mode specified in the PCC.
- (g) The currency in which payments shall be made to the Agency under this Contract shall be INR.
- (h) The Agency, Sub-Agencies and Personnel shall pay such indirect taxes, duties, fees and other impositions levied under the Applicable Law.

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

### **38. Fairness and Good Faith:**

- 38.1 Good Faith: The agencies 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.
- 38.2 Operation of the Contract: The agencies recognize that it is impossible in this contract to provide for every contingency which may arise during the life of the contract, and the Agencies 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

## Section VII. Particular Conditions of the Contract

The following Particular Conditions of Contract (PCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

GCC 1.1 (e)	The Client is: [insert name, address and name of authorized representative]
GCC 2.9	For notices, the Client's address shall be: Attention:Mr Subhendra Mishra,Director Town Planning, Directorate of Town Planning, Unit-V, Power House Square, Bhubaneswar, Odisha - 751001 Phone: 0674-2390596, email: dtpodisha@gmail.com
GCC 8.1	The location where services shall be provided is: Odisha
GCC 10.1	The Authorised Representative of the Client is Mr Subhendra Mishra, Director Town Planning Directorate of Town Planning, Unit-V, Power House Square, Bhubaneswar, Odisha - 751001 Phone: 0674-2390596 email: dtpodisha@gmail.com
GCC 11.1	The Effective Date when the contract shall come into force is: [insert date].
GCC 11.1	The Intended Completion Date for the whole of the Services shall be [insert date] [If different dates are specified for completion of the provision of Services by section ("sectional completion" or milestones), these dates should be listed here] Sectional Completions are: [insert nature and dates, if appropriate]
GCC 11.2	Agency shall begin carrying out of the Services not later than [insert days] after the Effective Date.
GCC 14.1	A Performance Security shall be required] The Performance Security amount is INRXXXXX
GCC 14.3	The currency of the Performance Security shall be INR The Format to be used for Performance Security shall be as appended in the Section VIII Contract Forms
GCC 14.4	Performance security shall be discharged not later than [insert no. of days] following the date of acceptance of the final report by the Client.
GCC 18.2	The Client shall deduct 1% of the work order value at each stage for delay of submission of reports by the consultant beyond 4 weeks, up to a maximum deduction of a percentage i.e. 10%
GCC 24.2	The law for arbitration is Indian Arbitration and Conciliation Act, 1996.
GCC 24.4	The place of arbitration shall be: Bhubaneswar, India
GCC 29.1	The minimum insurance amounts and risk coverage shall be: [insert]
GCC 30.1 (c)	Agency's Action requiring Client's prior approval: [insert]
GCC 34.7	Agency [shall or shall not] provide a Resident Project Manager.
GCC 37.1	Payment method shall be lump sum payment The Contract price is: [insert]
GCC 37.2	In case of lump sum payment method the payment schedule shall be as follows: [amount] upon Client's receipt of a copy of this contract signed by the Agency [amount] upon the Client's receipt of the draft report, acceptable to the Client [amount] upon the Client's receipt of the final report, acceptable to the Client
GCC 37.6 (a)	The Advance Payments shall be: [insert amount(s)] and shall be paid to the Agency no later than [insert date(s)].



GCC 37.6 (f)	<p>The payment shall be made through any or a combination of the following options:</p> <ul style="list-style-type: none"><li>a. Through a cheque or demand draft favouring the Agency; or</li><li>b. Through irrevocable Letter of Credit (LC) opened between a scheduled bank representing the Client and the Agency's bank. The list of documents to be furnished to the bank for claiming the payment shall be as enumerated below: [insert the list of documents]</li></ul>
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# Section VIII - Contract Forms

This Section contains forms, which, once completed, will form part of the Contract.

## a) Letter of Acceptance

.....**Date**.....

To: ..... **name and address of the Agency**. .....

Subject: ..... **Notification of Award Contract No.** .....

This is to notify you that your Proposal dated . . . . **Date**. . . . for execution of the . . . . . **name of the contract and identification number**, for the Accepted Contract Amount of the equivalent of . . . . . **amount in numbers and words and name of currency** . . . . . as corrected and modified in accordance with the Instructions to Agencies is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 21 days of the notification of the award in accordance with the Conditions of Contract, using for that purpose the preformat of the Performance Security Form included in Section VIII (Contract Forms) of the RFP Document.

Authorized Signature: .....

Name and Title of Signatory.....

Name of Agency: .....

Attachment: Contract Agreement

## b) Contract Agreement

THIS AGREEMENT made on the . . . . . day of . . . . ., between . . . . . **name of the Client** . . . . . (Hereinafter "the Client"), of the one part, and . . . . . **name of the Agency** . . . . . (Hereinafter "the Agency"), of the other part:

[**Note:** If the Agency consist of more than one entity, the above should be partially amended to read as follows: "...(hereinafter called the "Client") and, on the other hand, a joint venture/consortium/association consisting of the following entities, each of which will be jointly and severally liable to the Client for all the Agency's obligations under this Contract, namely, [name of Agency] and [name of Agency] (hereinafter called the "Agency").]

WHEREAS the *Client* desires that the Services known as . . . . . **name of the Contract** . . . . . should be executed by the Agency, and has accepted a Proposal by the Agency for the execution and provision of these Services.

The Client and the Agency agree as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
  - (a) The Letter of Acceptance
  - (b) The Completed Proposal Form
  - (c) The Addenda Nos . . . **insert addenda numbers if any** . . . . .
  - (d) The Particular Conditions
  - (e) The General Conditions;
  - (f) The Completed Schedules and Appendices,
3. In consideration of the payments to be made by the Client to the Agency as indicated in this Agreement, the Agency hereby covenants with the Client to execute the Services in conformity in all respects with the provisions of the Contract.
4. The Client hereby covenants to pay the Agency in consideration of the execution and provision of the Services, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the agencies hereto have caused this Agreement to be executed in accordance with the laws of . . . . . **name of the country** . . . . . on the day, month and year indicated above.

Signed by .....  
for and on behalf of the Client

Signed by .....  
for and on behalf the Agency

in the presence of:

in the presence of:

Witness, Name, Signature, Address, Date

Witness, Name, Signature, Address, Date

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

**[Note:** This Appendix will include the final Terms of Reference worked out by the Client and the Agencies during technical negotiations, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Client, etc.]

## **2. Appendix B: Reporting Requirements**

[Note: List format, frequency, and contents of reports; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here "Not applicable."]

## **3. Appendix C: Key Personnel and Sub-Agencies- days of Work for Key Personnel, agreed schedule of rates etc.**

[Note: List under the Titles [and names, if already available], detailed job descriptions and minimum qualifications of Key Personnel and Sub-Agencies. List here the days of work for Key Personnel, agreed schedule of rates, reimbursements etc.

# Annexures

## Annexure I: Geographic Area of the 6 AMRUT Towns

Sl. No.	Name of the Region/ ULB	Type of ULB	Area of ULB (sq. km.) Approximately	District	Population as per Census 2001	Population as per Census 2011	Population Growth Rate	Population Density
1.	Bhubaneswar	MC	186	Khordha	6,58,220	8,40,834	28%	4521
2.	Cuttack	MC	192.5	Cuttack	5,87,182	6,10,189	4%	3170
3.	Berhampur	MC	79.8	Ganjam	3,07,792	3,56,598	16%	4469
4.	Sambalpur	MC	50.75	Sambalpur	2,26,469	3,35,761	48%	6616
5.	Rourkela	MC	199	Sundergarh	2,24,987	3,09,689	38%	1556
6.	Puri	M	16.33	Puri	1,57,837	2,00,564	27%	12282

## ANNEXURE II: Indicative Layer wises, geometry and data source

Please note that the list is indicative and has to be finalized during the inception phase.

#	Layer Name	Vector Representation/ Geometry	Indicative Data Source
<b>Urban Utility Assets</b>			
1	Municipal Boundary	Polygon	ULBs
2	Area of Interest	Polygon	ULBs
3	Ward Boundary	Polygon	ULBs
4	Slum Boundary	Polygon	ULBS
5	Streams/Drain/ Canal	Double line	ULBS, Field Survey
6	Storm water Drainage Network	Line	ULBs, PHEO, Field Survey
7	Hoardings	Point	ULBs, Field Survey
8	Garbage collection points	Point	ULB, Field Survey
9	Street Lights	Point	ULB, Field Survey
10	Bridges / Flyover	Line	Imagery and Field Survey
11	ROW attached parks/ gardens	Point	Imagery, ULB and Field Survey
12	ROW - Community Toilets	Point	Field Survey
13	ROW Cell-phone towers	Point	Field Survey, Telecom companies
14	ROW - Telecom lines and OFC (above ground and under-ground)	Line	Telcos and field survey
15	Traffic Squares/ Intersections	Point	Imagery and field survey
16	ROW- Power Supply lines (above ground and under-ground)	Line	Power DISCOMS, field Survey
17	ROW - Electric Transformers (Pole mounted and ground mounted)	Point	Power DISCOMs, Field Survey
18	Road network	Line	Imagery and field survey
19	Carriage way	Double Line	Imagery and field survey
20	Footpaths	Line	Imagery and field survey
21	Medians, dividers	Point	Imagery and field survey
22	Bus Stop/ Shelters	Point	ULB, Imagery and field survey
<b>Water Supply and Sewerage Network</b>			
#	Layer Name	Vector Representation/ Geometry	Indicative Data Source
23	Water Treatment Plant	Point	PHEO, ULBs, Field Survey
24	Water Pumping Station	Point	PHEO, ULBs, Field Survey
25	Ground Level Reservoir	Point	PHEO, ULBs, Field Survey
26	Raw Water Main Pipeline	Line	PHEO, ULBs, Field Survey
27	Pumping Line(Clear water )	Line	PHEO, ULBs, Field Survey
28	Distribution Pipeline	Line	PHEO, ULBs, Field Survey
29	Service Pipeline	Line	PHEO, ULBs, Field Survey
30	Supply Valve (operating valve)	Point	PHEO, ULBs, Field Survey
31	Over Head Tank	Point	PHEO, ULBs, Field Survey
32	Public Stand Post	Point	PHEO, ULBs, Field Survey
33	Tube Well (Production	Point	PHEO, ULBs, Field Survey

#	Layer Name	Vector Representation/ Geometry	Indicative Data Source
<b>Urban Utility Assets</b>			
	Well)		
34	Hand Pump	Point	PHEO, ULBs, Field Survey
35	Sewage Treatment Plant	Point	PHEO, ULBs, Field Survey
36	Sewage Pumping Station	Point	PHEO, ULBs, Field Survey
37	Pumping Line	Line	PHEO, ULBs, Field Survey
38	Main Sewer Line	Line	PHEO, ULBs, Field Survey
39	Branch Sewer Line	Line	PHEO, ULBs, Field Survey
40	Service Sewer Line	Line	PHEO, ULBs, Field Survey
41	Manhole	Point	PHEO, ULBs, Field Survey
42	Vent Valve	Point	PHEO, ULBs, Field Survey
43	Man-hole inspection chamber	Point	PHEO, ULBs, Field Survey