

**GOVERNMENT OF ODISHA
WORKS DEPARTMENT**

**REQUEST FOR PROPOSALS
(Selection of Consultants)**

- Architectural Consultancy and Preparation of Detailed Project Report (DPR) for**
- 1.construction of 150 beded Mother Child Hospital (Post Graduate Teaching Hospital level) at Jajpur under OMBADC.**
 - 2. Construction of CHC Sukinda (Modular OT, CSSD, modular ICU under OMBADC in the District of Jajpur.**

**OFFICE OF THE EXECUTIVE ENGINEER
Panikoili R&B Division, Panikoili**

Contact No. **Tel:** 06726- 240120, Email: eepwd.pkl@rediffmail.com

GOVERNMENT OF ODISHA
OFFICE OF THE EXECUTIVE ENGINEER
PANIKOILI (R&B) DIVISION;
PANIKOILI.

Phone/Fax: 06726 240120 , Email: eepwd.pkl@rediffmail.com

INVITATION FOR BIDS (IFB)

NOTICE INVITING REQUEST FOR PROPOSAL

RFP Identification No. RFP – 06/2020-21 No. 4925 dated : **28.12.2020**

01. The Executive Engineer, on behalf of Governor of Odisha invited proposal from experienced and reputed Architectural consultants registered with council of Architectural for preparation of Architectural drawing and DPR to be received on offline mode for project detailed in the below to be eventually drawn in PWD Form P1 for the work.

| Sl.No. | Name of the Work | Bid Security (Rs.) | Cost of bid Document (Rs.) |
|--------|--|--------------------|----------------------------|
| 01 | Architectural Consultancy and preparation of detailed project Report (DPR) for construction of 150 bedded Mther Child Hospital (Post Graduate teaching Hospital level) at Jajpur under OMBADC. | 1,05,000 /- | 10,000/- |
| 02 | Architectural Consultancy and preparation of detailed project Report (DPR) for Construction of CHC Sukinda (modular OT, CSSD, Modular ICU & other facilities) under OMBADC. | 30,000/- | 6,000/- |

02. The selection of consultants shall be through **Three stage** evaluation. In the first stage. Eligibility of firm will be ascertained on the basis of experience certificate. Firm's turn over. In the second stage, the sort listed firms are required to give technical presentation. In the third stage financial bid will be opened of those firms shortlisted from technical presentation.

03. The RFP document can be downloaded from website: www.odisha.gov.in from 10:00A:M of 01.01.2021 to 5:00 P:M dt.12.01.2021 The cost of bid document amount as mentioned above in form of Demand draft in favour of **Executive Engineer, Panikoili (R&B)Division, Panikoili** payable at Panikoili should be submitted with the bid document. The proposal should be submitted by eligible consultancy firms in two parts in two separates Envelopes/ Covers and put together in one single outer Envelope/ cover. The two parts of the proposals shall be as follows:-

PART 1 : TECHNICAL PROPOSAL

PART 2 : FINANCIAL PROPOSAL

04. The sale and receipt of the **RFP** documents shall **start from 01.01.2021** and **close on 12.01.2021 at 17:00 hours**. Bids shall be received in all offices where the bids have been notified to be sold.
05. Bid must be delivered in the **tender box** to be kept in the office of the **Executive Engineer, Panikoili (R&B)Division, Panikoili** having Identification No. **RFP 06 of 2020-21 on or before dt.12.01.2021**
06. The proposal must be accompanied by security amount as mentioned above in shape of Deposit receipt (Term Deposit Receipt) of any Nationalised/ Schedule Bank/ Kissan Vikash Patra/ Post office saving bank Account/ National Saving Certificate/ Post Office Term Deposit account duly pledged in favour of **Executive Engineer, Panikoili (R&B)Division, Panikoili.**

07. The **technical Bids(Cover-1) of RFP** will be opened **on 13.01.2021 at 11:30 hours** in the office of the undersigned, in the presence of the consultants or their authorized representatives, who wish to attend. After evaluation of Technical proposal the qualified consultants shall be intimated regarding the date of opening of the Financial Bid. If the office happens to be closed on the date of receipt/ opening of the proposals as specified, the proposals will be received / opened on the next working day at the same time and interested consultants may obtain further information at the above address.
08. Other details can be seen in the RFP documents available in website: www.odisha.gov.in
09. Right to revise or amend the notice and / or the RFP documents fully or partially, prior to the last date notified for submission of others or on any subsequent date is reserved by the **Executive Engineer, Panikoili (R&B)Division, Panikoili**. The authority reserves the right to accept or reject any or all proposals without thereby incurring any liability to the affected applicants.

Sd/- A.K Pattnaik
Executive Engineer
Panikoili(R&B)Division.

Memo No. 4926 (WE) Dt. 28.12.2020

Copy forwarded to the Deputy Director of Information and Public Relations (Advt.) and Deputy Secretary to Government, Odisha, Bhubaneswar for information with a request to get the above notice published in two local Oriya Daily News Paper and one Local English daily for wide publication of tender call notice in its consecutive issues.

Complimentary copy of news papers containing the tender call notice may be sent to this office for reference and record.

Encl:- C.D – 1 No.

Sd/- A.K Pattnaik
Executive Engineer
Panikoili(R&B)Division.

Memo No. 4927 Dt. 28.12.2020

Copy submitted the Engineer-In-Chief-Cum-Secretary to Government, Works Department, Odisha, BBSR / Engineer-In-Chief (Civil) Odisha, BBSR/ Chief Engineer, (DPI&Roads) Odisha, BBSR/ Chief Engineer, (Buildings) Odisha, BBSR/ Superintending Engineer, Cuttack (R&B) Circle, Cuttack for favour of kind information.

Sd/- A.K Pattnaik
Executive Engineer
Panikoili(R&B)Division.

Memo No. 4928 Dt. 28.12.2020

Copy submitted to the IT Department, Odisha, Bhubaneswar for favour of kind information and necessary action.

Sd/- A.K Pattnaik
Executive Engineer
Panikoili(R&B)Division.

DISCLAIMER

This Request for Proposal (RFP) is issued by the Executive engineer, **Panikoili (R&B) Division, Panikoili**.

While the information in this RFP has been prepared in good faith, it does not support to be comprehensive or to have been independently verified. Neither the Executive engineer, **Panikoili (R&B) Division, Panikoili**, nor any of its officers or employees, nor any of their advisers nor consultants accept any liability or responsibility for the accuracy, reasonableness or completeness of, or for any errors, omissions or misstatements, negligent or otherwise, relating to the proposed assignment, or makes any representation or warranty, express or implied, with respect to the information contained in this RFP or on which this RFP is based or with respect to any written or oral information made or to be made available to any of the recipients or their professional advisers and, so far as permitted by law and except in the case of fraudulent misrepresentation by the party concerned, and liability therefore is hereby expressly disclaimed.

The information contained in this RFP is selective and is subject to updating, expansion, revision and amendment at the sole discretion of the Client. It does not claim to contain all the information that a recipient may require for the purposes for making a decision for participation in this selection process. Each bidder must conduct its own analysis of the information contained in this RFP, to correct any inaccuracies therein and is advised to carry out its own investigation into the proposed assignment, the regulatory regime which applies thereto and by and all matters pertinent to the project and to seek its own professional advice on the legal, financial and regulatory consequences of entering into any agreement or arrangement relating to the project.

This RFP includes certain statements, information, projections and forecasts with respect to the proposed assignment. Such statements, information, projections and forecasts reflect various assumptions made by the management, officers and employees of the Client, which (the assumptions and the base information on which they are made) may or may not prove to be correct. No representation or warranty is given as to the reasonableness of forecasts or the assumptions on which they may be based and nothing in this RFP is, or should be relied on as, a promise, representation or warranty.

The Executive engineer, **Panikoili (R&B) Division, Panikoili** shall be the sole and final authority with respect to selection of a consultant for the purpose through this RFP.

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| 8 | SECTION – 7 : STANDARD FORM OF CONTRACT | |

DATA SHEET

| Sl. No. | Particular | Details |
|---------|---|--|
| 1. | Name of the Client | Executive Engineer, Panikoili (R&B) Division, Panikoili |
| 2. | Method of Selection & Proposal Validity | Least Cost Selection (LCS) |
| 3. | Date of Issue of RFP | T - Dt..... |
| 4. | Proposal Due Date | T + 15 - Dt..... |
| 5. | Date of opening of Technical Proposal | T + 16 - Dt..... |
| 6. | Date of opening of Financial Proposal | T + 25 - Dt..... |
| 7. | Expected Date of Commencement of Assignment | |
| 8. | Bid Processing Fee (Non-Refundable) | Amount as mentioned in Table of Notice Inviting Request For Proposal in shape of Demand Draft in favour of Executive Engineer, Panikoili (R&B) Division, Panikoili drawn in any scheduled commercial bank payable at Panikoili . |
| 9. | Earnest Money Deposit (EMD) (Refundable) | Amount as mentioned in Table of Notice Inviting Request For Proposal duly pledged in favour of “ Executive Engineer, Panikoili (R&B) Division, Panikoili ” in shape of Kissan Vikash Patra / Post Office Saving Bank Account / National Saving Certificate / Post Office Time Deposit Account / STDR/ TDR / Bank Guarantee from any Nationalized / Scheduled Bank in India counter guaranteed by its local branch at Panikoili , drawn in any scheduled commercial bank payable at Panikoili . |

| | | |
|-----|------------------------------------|--|
| 10. | Contact Person | Name : Sri Designation: Executive Engineer Works Department Tel no.: Email: eepwd.pkl@rediffmail.com |
| 11. | Address for Submission of Proposal | The Executive Engineer, Panikoili (R&B) Division, Panikoili Mode of Submission: Speed Post / Registered Post / Courier only to the address as specified above during the office hour only. Submission of bid through any other mode and late bid will be rejected. |
| 12. | Place of Opening of Proposal: | Office of the Executive Engineer, Panikoili (R&B) Division, Panikoili. |

RFP can be downloaded from:< www.odisha.gov.in >

SECTION: 1

LETTER OF INVITATION

LETTER OF INVITATION

RFP No: _____

Dated:

Name of the Assignment: Architectural Consultancy and Preparation of Detailed Project Report (DPR) for construction of 150 beded Mother Child Hospital (Post Graduate Teaching Hospital level) at Jajpur under OMBADC / Construction of CHC Sukinda (Modular OT, CSSD, modular ICU under OMBADC in the District of Jajpur.

Executive engineer, Panikoili (R&B) Division, Panikoili, Odisha on behalf of Works Department, Govt. of Odisha (The Client) invites sealed proposal from eligible bidder under the selection process to conduct Architectural Consultancy and Preparation of Detailed Project Report (DPR) for construction of 150 beded Mother Child Hospital (Post Graduate Teaching Hospital level) at Jajpur under OMBADC / Construction of CHC Sukinda (Modular OT, CSSD, modular ICU under OMBADC in the District of Jajpur.

. More details on the proposed details are provided at Section-3: Terms of Reference (ToR) of this RFP Document.

1. A bidder will be selected under **Least Cost Selection (LCS)** procedure as prescribed in the RFP Document in accordance with the procedures prescribed herewith circulated vide Office Memorandum No. *37323/F* Dated: *30.11.2018* of Finance Department, Govt. of Odisha.
2. The proposal complete in all respect as specified in the RFP Document must be accompanied with a Non-refundable amount as mentioned in Table of Notice Inviting Request For Proposal towards Bid Processing Fee and a Refundable amount towards EMD as mentioned in Table of Notice Inviting Request For Proposal duly pledged in favour of “ **Executive Engineer, Panikoili (R&B) Division, Panikoili**” in shape of **Kissan Vikash Patra / Post Office Saving Bank Account / National Saving Certificate / Post Office Time Deposit Account / STDR/ TDR / Bank Guarantee from any Nationalized Scheduled Bank in India counter guaranteed by its local branch at Panikoili**, drawn in any scheduled

- commercial bank and payable at Panikoili, Odisha failing which the bid will be rejected.
3. The proposal must be delivered at the specified address as per the Bidder Data Sheet by Speed post / Registered Post / Courier only. The Client shall not be responsible for postal delay or any consequence. Submission of proposal through any other mode will be rejected.
 4. The **last date and time for submission of proposal** complete in all respects is **Dt.11.01.2021 up to 5.30 P.M.** and the **date of opening of the technical proposal** is **Dt.12.01.2021** in the presence of the bidder's representative at the specified address as mentioned in the Bidder Data Sheet (Sl. no.11). Representatives of the bidders may attend the meeting with due authorization letter on behalf of the bidder.
 5. This RFP includes following sections:
 - a. Letter of Invitation [Section - 1]
 - b. Information to the Bidder [Section - 2]
 - c. Terms of Reference [Section - 3]
 - d. Technical Proposal Submission Forms [Section - 4]
 - e. Financial Proposal Submission Forms [Section -5]
 - f. Annexure [**Bid Submission Checklist & Performance Bank Guarantee Format and any other relevant assignment related material needs to be provided**]
 6. While all information/data given in the RFP are accurate within the consideration of scope of the proposed assignment to the best of the Client's knowledge, the Client holds no responsibility for accuracy of information and it is the responsibility of the bidder to check the validity of information/data included in this RFP. The Client reserves the right to accept / reject any / all proposals / cancel the entire selection process at any stage without assigning any reason thereof.

*Executive Engineer
Panikoili(R&B) Division,
Panikoili*

SECTION: 2

INSTRUCTION TO CONSULTANTS

Pre-Qualification Criteria:

Before opening and evaluation of the technical proposals, each bidder will be assessed based on the following pre-qualification criteria. The bidder is required to produce the copies of the required supportive documents / information as part of their technical proposal failing which the proposals will be rejected.

| Sl. No. | Eligibility Criteria | Supportive Documents |
|---------|---|--|
| 1 | Bidder <i>must be</i> a Company as registered under Indian Companies Act, 2013 or a Society registered under The Societies Registration Act, 1860 or a Trust registered under the Indian Trusts Act, 1882 or a Partnership Firm registered under the Indian Partnership Act, 1932 or a Limited Liability Partnership registered under The Limited Liability Partnership Act, 2008/ registered architect under Council of Architecture, Govt. of India/ Proprietorship firm. | Certificate of Incorporation / Partnership deed / GST Registration |
| 2 | The bidder should have been in the consulting business for more than 05 (five) years from the date of Incorporation on the last date of submission of the proposal. | |

| | | |
|---|---|---|
| 3 | Bidder must have successfully completed at least One assignment of similar nature (having contract value `Rs 50.00 Lakhs as per proposed project and Duration – 5 months, (Similar project means providing architectural consultancy, preparation of D.P.R. for Govt. Building / Commercial building/ Not less than G+4th Floor etc) in any sector under Central / State Govt. / Autonomous bodies operated under Govt. administrative control / National Organization/ during the last five Financial Years. | Copies of Work Order / Contract Document / Completion Certificate from the previous Clients <<The definition of similar work should be clearly defined with references to domain, sector or industry and functional area of scope of work>> |
| 4 | The average financial turnover must be ` . 50 Lakhs from consulting business only during the last 03 (Three) financial years. | Financial Details of the bidder (TECH - 3) along with copies of the audited balance sheet and Income & Expenditure Statement duly sealed and certified by the CA and the authorized representative of the bidder. |
| 5 | Bidder shall furnish an affirmative statement as to the existence of any potential conflict of interest on the part of the bidder due to prior, current, or proposed agreements, engagements, or affiliations with the Client. | Self-Declaration from the Bidder / Lead consultant as per the format (TECH - 6) |

2. **Documents/Formats needs to be submitted along with TECHNICAL PROPOSAL:**

The bidder have to furnish the following documents duly signed in along with their Technical Proposal:

- Filled in Bid Submission Check List in Original (Annexure-I)
- Covering letter (TECH- 1) on bidder's letterhead requesting to participate in the selection process.
- Bid Processing Fee & Earnest Money Deposit (EMD) as applicable
- Copy of Certificate of Incorporation/ Registration
- Copy of PAN
- Copy of Goods and Services Tax Identification Number (GSTIN)
- Copies of IT Return for the **last 03 (Three) assessment years** (to be decided accordingly).
- General Details of the Bidder (TECH - 2)
- Financial Details of the bidder (TECH - 3) along with all the supportive documents as applicable duly signed as per the instruction.
- Power of Attorney (TECH - 4) in favour of the person signing the bid on behalf of the bidder.
- List of completed assignments of similar nature (Past Experience Details, TECH - 5) along with copies of contracts / work orders / completion certificate from previous Clients.
- Undertaking for **not having been black-listed** by any Central / State Government / Any other autonomous bodies/ International & National Organization in the recent past.
- Self-Declaration regarding Conflict of Interest (TECH - 6)

Bidders should submit the required supporting documents as mentioned above. Bids not conforming to the eligibility criteria and non-submission of required documents as listed above will lead to rejection of the bid. Submission of forged documents will also result in rejection of the bid. Bidders are advised to study all instructions, forms, terms & conditions and other important information as mentioned in the RFP Document. The proposal must be complete in all respect, indexed and hard bound. Each page should be numbered and signed by the authorized representative.

3. **Bid Processing Fee :**

The bidder must furnish as part of technical proposal, the required bid processing fee amounting to (as mentioned in Table of Notice Inviting Request For Proposal) in shape of Demand Draft from any scheduled commercial bank in favor of “Executive Engineer, Panikoili (R&B) Division, Panikoili ” payable at Panikoili. Proposals received without bid processing fee will be out rightly rejected.

4. Earnest Money Deposit (EMD) :

The bidder must furnish, as part of the technical proposal, an Earnest Money Deposit (EMD) amounting to Rupees..... (as mentioned in Table of Notice Inviting Request For Proposal) duly pledged in favour of “Executive Engineer, Panikoili (R&B) Division, Panikoili” in shape of **Kissan VikashPatra / Post Office Saving Bank Account / National Saving Certificate / Post Office Time Deposit Account / STDR/ TDR / Bank Guarantee from any Nationalized Scheduled Bank in India counter guaranteed by its local branch at Panikoili**, drawn in any scheduled commercial bank and payable at Panikoili.

The EMD of unsuccessful bidders shall be refunded after finalization of selection process and award of contract. The EMD of the successful bidder will be released only after furnishing of the required Performance Bank Guarantee (PBG) and signing of the contract. The EMD will be forfeited on account of the following reasons:

- Bidder withdraws its proposal during the bid validity period as specified in RFP
- Bidder does not respond to requests for clarification of its proposal.
- Bidder fails to provide required information during the evaluation process or is found to be non-responsive or has submitted false information in support of its qualification.
- If the bidder fails to
 - ❖ provide any clarifications to the Client
 - ❖ agree to the decisions of the contract negotiation meeting
 - ❖ sign the contract within the prescribed time period
 - ❖ Furnish required Performance Bank Guarantee in time.
- Any other circumstance which holds the interest of the Client during the overall selection process.

5. Validity of the Proposal:

Proposals shall remain valid for a period of **120 (One Hundred Twenty Days)** from the date of opening of the technical proposal. The Client reserves the rights to reject a proposal valid for a shorter period as non-responsive and will make the best efforts to finalize the selection process and award of the contract within the bid validity period. The bid validity period may be extended on mutual consent.

6. Pre -Proposal Queries:

Bidders are allowed to submit their queries in respect of the RFP and other details if any, to the **Executive engineer, Panikoili (R&B) Division, Panikoili**, through e-mail till **5.30 P.M. on Dt.12.01.2021** Clarifications to the above will be uploaded **through email** to the respective bidders for the purpose of preparation of the proposal. Request for alternation / change in existing terms and conditions of the RFP will not be considered / entertained.

7. Submission of Proposal:

Bidder must submit their proposals by Registered Post / Speed Post / Courier only to the specified address on or before the last date and time for submission of proposals as mentioned in Bidder Data

Sheet. The Client will not be responsible for postal delay / any consequence in receiving of the proposal. The proposal must have to be submitted in two parts. Each part should be separately bound with no loose sheets. Each page of the two parts should be page numbered and in conformation to the eligibility qualifications and clearly indicated using an index page. The Client will not consider any proposal that arrives after the deadline as prescribed in the Bidder Data Sheet. Any Proposal received after the deadline will be out rightly rejected by the Client.

The procedure for submission of the proposal is described below:

i) **Technical Proposal (Original + 1 Copy):**

The envelope containing technical proposal shall be sealed and superscripted as “Technical Proposal - ” Architectural Consultancy and Preparation of Detailed Project Report (DPR) for construction of 150 beded Mother Child Hospital (Post Graduate Teaching Hospital level) at Jajpur under OMBADC / Construction of CHC Sukinda (Modular OT, CSSD, modular ICU under OMBADC.

and to be furnished inside one envelope. The duly filled-in technical proposal submission forms, **soft copy in word form in CD along with all the supportive documents and information** have to be furnished as part of technical proposal.

ii) **Financial Proposal (Original + 1 Copy):**

The envelope containing financial proposal shall be sealed and superscripted as “Financial Proposal-” Architectural Consultancy and Preparation of Detailed Project Report (DPR) for construction of 150 beded Mother Child Hospital (Post Graduate Teaching Hospital level) at Jajpur under OMBADC / Construction of CHC Sukinda (Modular OT, CSSD, modular ICU under OMBADC.

The duly filled-in financial proposal submission forms should contain the detail price offer for the proposed assignment and to be furnished as per the prescribed format only along with soft copy in pdf form in CD as part of financial proposal.

The "Technical Proposal" and "Financial Proposal" must have to be submitted in two separate sealed envelopes (with respective marking in bold letters) along with the prescribed formats/information mentioned in the RFP Document. The first envelope must be marked as "TECHNICAL PROPOSAL (Architectural Consultancy and Preparation of Detailed Project Report (DPR) for construction of 150 beded Mother Child Hospital (Post Graduate Teaching Hospital level) at Jajpur under OMBADC / Construction of CHC Sukinda (Modular OT, CSSD, modular ICU under OMBADC.

The second envelope must be marked as "FINANCIAL PROPOSAL (Architectural Consultancy and Preparation of Detailed Project Report (DPR) for construction of 150 beded Mother Child Hospital (Post Graduate Teaching Hospital level) at Jajpur under OMBADC / Construction of CHC Sukinda (Modular OT, CSSD, modular ICU under OMBADC.

" and it should contain Financial Proposal only. Both the above envelopes have to be sealed and placed inside a third main envelope with proper labeling of following information in bold:

Proposed Project Name)

RFP NUMBER AND DATE:

NAME OF THE BIDDER:

DEADLINE FOR SUBMISSION OF BID:

NAME AND ADDRESS OF THE BIDDER:

Any deviation from the prescribed procedures / information / formats / conditions shall result in out-right rejection of the proposal. All the pages of the proposal have to be sealed and signed by the authorized representative of the bidder. Bids with any conditional offer shall be out-rightly rejected. All pages of the proposal must have to be sealed and signed by the authorized representative of the bidder. Any conditional bids will be rejected.

8. Opening of the proposal

The **FIRST ENVELOPE** containing **TECHNICAL PROPOSAL** will be opened in the initial stage by the Client in presence of the bidder's representatives at the location, date and time specified in the Data Sheet. The Client will constitute a **Consultant Evaluation Committee (CEC)** to evaluate the proposals submitted by bidders. Only one representative with proper authorization letter from the participating bidder will be allowed to attend the bid opening meeting. The **SECOND ENVELOPE** containing **FINANCIAL PROPOSAL** **only of the technically qualified bidders will be opened** after completion of technical evaluation stage. The date and time for opening of the financial proposal will be intimated accordingly to the technically qualified bidders well in advance.

9. Evaluation of Proposal:

A Three stage evaluation process will be conducted as explained below for evaluation of the proposals:

- **Preliminary Evaluation (1st Stage):** Preliminary evaluation of the proposals will be done to determine whether the proposal comply to the prescribed eligibility condition and the requisite documents / information have been properly furnished by the bidder or not. Submission of following documents / information will be verified:

- ✓ Filled in Bid Submission Check List in Original (**Annexure-I**)
- ✓ Covering letter (**TECH - 1**) on bidder's letterhead requesting to participate in the selection process.
- ✓ Bid Processing Fee & Earnest Money Deposit (**EMD**) as applicable.
- ✓ Copy of Certificate of Incorporation/ **Registration**.
- ✓ Copy of **PAN**.
- ✓ Copy of Goods and Services Tax Identification Number (**GSTIN**)
- ✓ Copies of IT Return for the last **3** assessment years
- ✓ General Details of the Bidder (**TECH - 2**).
- ✓ Financial Details of the bidder (**TECH - 3**) along with all the supportive documents as applicable duly signed and certified as per the instruction.
- ✓ Power of Attorney (**TECH - 4**) in favour of the person signing the bid on behalf of the bidder.
- ✓ List of completed assignments of similar nature (Past Experience Details, (**TECH - 5**) along with copies of contracts / work orders / completion certificate from previous Clients.
- ✓ Self-Declaration on Conflict of Interest (**TECH - 6**).
- ✓ Undertaking for not having been black-listed by any Central / State Government / Any other Autonomous Bodies/ International & National Organization in the recent past.
- ✓ Duly filled in Technical Proposal Forms **TECH - 7 to 10**.
- ✓ All the pages of the proposal and enclosures/attachments are signed by the authorized representative of the bidder.

** Bids not complying to any of the above requirement, will be out-rightly rejected at the discretion of the Client's authority.*

• **TECHNICAL EVALUATION (2nd Stage):** Technical proposal will be opened and evaluated for those bidders who qualify the preliminary evaluation stage. Detailed evaluation process as per the following parameters will be adopted for evaluation of the proposals.

| Sl. No | Bid Evaluation Parameters | Allocation |
|--------|---|------------|
| 1 | Specific experience of Consultant relevant to the assignment | 5 to 10% |
| 2 | Adequacy of the proposed methodology and work plan in response to T o R | 20 to 50% |
| 3 | Qualification and relevant experience of key staff | 30-60% |
| 4 | Transfer of knowledge ¹ | 0-10% |

CRITERIA

| | | |
|---|---|--------------------------|
| 1 | Specific experience of Consultant relevant to the assignment | Full marks |
| i | Experience in Similar Building sector Project: (<i>Similar project means providing architectural consultancy, preparation of D.P.R. for Govt. Building / Commercial building/Private Sector Buildings etc</i>) [If Completed 1000 Sqm – 7.5 marks If Completed more than 1000 Sqm – 10 marks] | 10 marks |
| 2 | Adequacy of the proposed methodology and work plan in response to ToR. Experience in <i>providing architectural consultancy, preparation of D.P.R. for hospital Building .</i> Marks to be awarded after presentation of methodology, conceptual design and work plan | 40 marks |
| 3 | Qualification and relevant experience of Key Staff on pay roll. | |
| | KEY PROFESSIONAL | |
| | Team Leader (Architect) | 01 No |
| | Structural Engineer | 01 No |
| | Quantity Surveyor-cum-Contract Specialist | 01 No |
| | Electrical-cum-Air Conditioning Engineer | 01 No |
| | Number of key personnel available, One set of key personnel for a project - 30 marks Two sets - 40 marks More than 2 sets- 40 marks | 40 marks |
| 4 | Transfer of Knowledge | 10 marks |
| | Marks to be awarded after presentation | |
| | | TOTAL = 100 marks |

***If this criteria is not required, the mark can be adjusted against some other criteria**

For further details, please refer to *Chapter 6, Para 6.7 - Evaluation of the Quality-Technical Proposal.*

Bidders who secure above 75 marks from the total (100 marks) in the technical proposal will be called for financial evaluation.

- **FINANCIAL EVALUATION (3rd Stage):** The financial proposals of the bidders qualifying the technical evaluation (2nd Stage) only shall be opened at this stage in the presence of the bidder's representative who wishes to attend the meeting with proper authorization letter. The name of the

bidder along with the quoted financial price will be announced during the meeting.

10. Evaluation Process :

Least Cost Selection method (L.C.S) will be followed during the overall selection process. The financial bids of qualified bidders will be opened on the prescribed date in the presence of bidders' representatives. The bidder, who submits the lowest financial price bid shall be adjudged as the **L1 bidder** and shall be called for further process leading to the award of the contract. Only fixed price financial bids indicating total price for all the deliverables and services specified in this RFP document will be considered. **In case of a tie with respect to the bid price for L1, the bidder having higher technical score will be considered the preferred bidder.**

The bid price will include all taxes as applicable and shall be in Indian Rupees. Prices quoted in the bid must be firm and final, and shall not be subject to any modifications on any account whatsoever. The **CEC (Consultant Evaluation Committee)** will correct any computational errors. When correcting computational errors, in case of discrepancy between partial amount and the total amount, or between **word and figures the former will prevail**. All required items must be priced accordingly in the financial bid.

For the purpose of evaluation, the **total evaluated cost shall be inclusive of all taxes & duties** for which the Client will make payment to the consultant including overhead expenses, such as travel, accommodation, logistics, training/ workshop, preparation of reports / formats, printing & other secretarial expenses etc.

11. Performance Bank Guarantee: (PBG)

Within 7 days of notifying the acceptance of a proposal for award of contract, the qualified bidder shall have to furnish a Performance Bank Guarantee amounting to **10% of the contract value** from a scheduled commercial bank pledged in favour of "**Executive Engineer, Panikoili (R&B) Division, Panikoili**", as per the format at **Annexure-II**, for a period of **three months beyond the entire contract period** (i.e. PBG must be valid from the date of effectiveness of the contract to a period of **three calendar months** beyond the contract period) as its commitment to perform services under the contract. Failure to comply with the requirements shall constitute sufficient grounds for the forfeiture of the PBG. The PBG shall be released immediately after three months of expiry of contract provided there is no breach of contract on the part of the qualified bidder. No interest shall be paid on the PBG.

12. Contract Negotiation:

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

13. Award of Contract:

After completion of the contract negotiation stage, the Client will notify the successful bidder in writing by issuing an offer letter for signing the contract and promptly notifying all other bidders about the result of the selection process. The successful bidders will be asked to sign the contract after fulfilling all formalities **within 15 days of issuance of the offer letter**. After signing of the contract, no variation or modification of the terms of the contract shall be made except by written amendment signed by both the parties. **The contract will be valid for Twelve Calendar months** from the date of effectiveness of the contract and will be extended on mutual consent.

14. Conflict of Interest :

Conflict of interest exists in the event of:

- (i) Conflicting assignments, typically monitoring and evaluation/environmental assessment of the same project by the eligible bidder;
- (ii) Consultants, agencies or institutions (individuals or organizations) who have a business or family relation with the Client directly or indirectly; and
- (iii) Practices prohibited under the anti-corruption policy of the Government of India and Government of Odisha. The bidders are to be careful so as not to give rise to a situation where there will be any conflict of interest with the Client as this would amount to their disqualification and breach of contract.

15. Disclosure :

a. Bidders have an obligation to disclose any actual or potential conflict of interest. Failure to do so may lead to disqualification of the bidder or termination of its contract.

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

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

- a criminal offence or other serious offence punishable under the law of the land, or where they have been found by any regulator or professional body to have committed professional misconduct;
- corruption including the offer or receipt of an inducement of any kind in relation to obtaining any contract;
- Failure to fulfill any obligations in any jurisdiction relating to the payment of taxes or social security contributions.

16. Anti-corruption Measure :

a. Any effort by Bidder(s) to influence the Client in the evaluation and ranking of financial proposals, and recommendation for award of contract, will result in the rejection of the proposal.

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

17. Language of Proposals :

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

18. Cost of bidding :

The Bidder shall bear all costs associated with the preparation and submission of its proposal. The Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. Bidder/s is/are not allowed to submit more than one proposal under the selection process.

Alternate bids are also not allowed.

19. Legal Jurisdiction:

All legal disputes are subject to the jurisdiction of civil court of **PANIKOILI** only within Odisha.

20. Governing Law and Penalty Clause:

The schedule given for delivery is to be strictly adhered to in view of the strict time schedule. Any unjustified and unacceptable delay in delivery shall render the bidder liable for liquidated damages and thereafter the Client holds the option for cancellation of the contract for pending activities and complete the same from any other agency. The Client may deduct such sum from any money from their hands due or become due to bidder. The payment or deduction of such sums shall not relieve the bidder from his obligations and liabilities under the contract. The rights and obligations of the Client and the bidder under this contract will be governed by the prevailing laws of Government of India / Government of Odisha. Failure on bidder's part to furnish the deliverables as per the agreed time line will enforce a **penalty @ 1% per week subject to maximum of 10% of the total contract value**. The amount will be deducted from the subsequent payment. In addition, **the PBG amount shall also be forfeited**. The decision of the authority placing the contract, whether the delay in development has taken place on account of reasons attributed to the bidder shall be final.

21. Confidentiality :

Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the bidders who submitted the proposals or to other persons not officially concerned with the process, until the publication of the award of contract. The undue use by any Consultant of confidential information related to the process may result in rejection of its proposal and may be subject to the provisions of the Client's antifraud and corruption policy. During the execution of the assignment except with prior written consent of the Client, the consultant or its personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the contract.

22. Amendment of the RFP Document:

At any time before submission of proposals, the Client may amend the RFP by **issuing an addendum through <Name of the Department> Department website**. Any such addendum will be binding on all the bidders. To give bidders reasonable time in which to take an addendum into account in preparing their proposals, the Client may, at its discretion, extend the deadline for the submission of the proposals.

23. Client's right to accept any proposal, and to reject any or all proposal/s

The Client reserves the right to accept or reject any proposal, and to annul or amend the bidding / selection / evaluation process and reject all proposals at any time prior to award of contract award, without assigning any reason there of and thereby incurring any liability to the bidders.

24. Copyright, Patents and Other Proprietary Rights:

Executive engineer, Panikoili (R&B) Division, Panikoili shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights and trademarks, with regard to documents and other materials which bear a direct relation to or are prepared or collected in consequence or in the course of the execution of this contract. At the Client's request, the Consultant shall take all necessary steps to submit them to the Client in compliance with the requirements of the contract.

25. Replacement of Key Personnel :

The key professionals to be deployed under this contract must be dedicated in nature. However, the Client reserves the right to request the Consultant to replace the assigned personnel if they are not performing to a level of satisfaction. After written notification, the Consultant will provide CV of appropriate

candidates within Seven (7) days for review and approval. The Consultant must replace the personnel within seven (7) working days from the date of approval of replacement. If one or more key personnel become unavailable / leave the project for any reason midway under the contract, the Consultant must notify the Client at least fourteen (14) days in advance, and obtain the approval prior to making any substitution. In notifying the Client, the Consultant shall provide an explanation of circumstances necessitating the proposed replacement and submit justification and qualification of replacement personnel in sufficient detail to permit evaluation of the impact on the engagement. Acceptance of a replacement person by the Client shall not relieve the consultant from responsibility for failure to meet the requirements of the contract. **Change in key professionals beyond the allowable limit of the contract leads to implication of liquidated damage of 10% of the contract value.**

26. Force Majeure :

For purpose of this clause, "Force Majeure" means an event beyond the control of the agency and not involving the agency's fault or negligence and not foreseeable. Such events may include, but are not restricted, wars or revolutions, fires, floods, riots, civil commotion, earthquake, epidemics or other natural disasters and restriction imposed by the Government or other bodies, which are beyond the control of the agency, which prevents or delays the execution of the order by the agency. If a force Majeure situation arises, the agency shall promptly notify Client in writing of such condition, the cause thereof and the change that is necessitated due to the condition. Until and 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. The agency shall advise Client in writing, the beginning and the end of the above causes of delay, within seven days of the occurrence and cessation of the Force Majeure condition. In the event of a delay lasting for more than one month, if arising out of causes of Force Majeure, Client reserve the right to cancel the contract without any obligation to compensate the agency in any manner for what so ever reason.

27. Settlement of Dispute:

The Client and the agency shall make every effort to resolve amicably, by direct negotiation, any disagreement or dispute arising between them under or arising from or in connection with the contract. Disputes not so resolved amicably within 30 days of receipt of notice of such as a dispute shall be resolved by a sole arbitrator nominated by the **Executive engineer, Panikoili (R&B) Division, Panikoili.**

The arbitration proceeding shall be held in **PANIKOILI** within Odisha.

28. Disqualification of Proposal:

The proposal is liable to be disqualified in the following cases as listed below:

- Proposal submitted without Bid Processing Fee & EMD as applicable
- Proposal not submitted in accordance with the procedure and formats as prescribed in the RFP
- During validity of the proposal, or its extended period, if any, the bidder increases his quoted prices
- Proposal is received in incomplete form
- Proposal is received after due date and time for submission of bid
- Proposal is not accompanied by all the requisite documents / information
- A commercial bid submitted with assumptions or conditions
- Bids with any conditional technical and financial offer
- If the bidder provides any assumptions in the financial proposal or qualifies the commercial proposal with its own conditions, such proposals will be rejected even if the commercial value of such proposals

is the lowest / best value

- Proposal is not properly sealed or signed
- Proposal is not conforming to the requirement of the scope of the work of the assignment.
- Bidder tries to influence the proposal evaluation process by unlawful/corrupt/fraudulent means at any point of time during the bid process
- If, any of the bid documents (including but not limited to the hard and soft/electronic copies of the same, presentations during evaluation, clarifications provided by the bidder), excluding the commercial bid, submitted by the bidder is found to contain any information on price, pricing policy, pricing mechanism or any information indicative of the commercial aspects of the bid;
- Bidders or any person acting on its behalf indulges in corrupt and fraudulent practices
- Any other condition / situation which holds the paramount interest of the Client during the overall selection process.

SECTION: 3

TERMS OF REFERENCE (ToR)

Introduction (Background)

The site details and general requirement is as follows. The applicant needs to interact with user and contact O/O Executive Engineer, **Panikoili (R&B) Division, Panikoili.**

Consultancy services for preparation of architectural drawing and DPR for Architectural Consultancy and Preparation of Detailed Project Report (DPR) for construction of 150 beded Mother Child Hospital (Post Graduate Teaching Hospital level) at Jajpur under OMBADC / Construction of CHC Sukinda (Modular OT, CSSD, modular ICU under OMBADC in the District of Jajpur.

1. Purpose / Objectives of the Assignment

1.1 The objectives of this consultancy services would be to carry out, detailed engineering planning, design and project preparation (including BoQ,) for construction work as per all prevailing MCI, IPH, NBC-2016 norms and upto date state of Art technology.

1.2 Accordingly the activities under this consultancy package should include:

1.2.1 Preliminary Project Report: The Consultant shall carry out preliminary survey of the area and study all available documents and prepare a methodology to take up the planning, design and DPR.

1.2.2 Detailed architectural and structural design and preparation of DPR. The consultant shall present the preliminary Project Report to the client and after discussion shall firm up the same. Then, the consultant shall carry out detailed Engineering studies and prepare the final planning & design. The detail project report shall also include preparation of detail cost estimate, BoQ, Specifications.

2. Detailed Scope of the Work

2.1 It is necessary that the building be planned in a structural adequacies, safety and aesthetics atmosphere.

- The building should have State-of-art facility.
- Robust Firefighting arrangement with fire escape
- Adequate ventilation
- Electrical system including power distribution system
- 100% Power Back up system
- Fire alarming system
- Lightning Arrester
- Closed circuit television system.
- Proper web Net-working with WIFI system.
- Central A/C plant and AHU in each floor.
- Adequate service space
- Ducts to accommodate communication cable, power lines, sewer lines, Water Supply lines, A/C ducts, pipes for Firefighting.
- The hospitals shall be designed with latest codes.

2.2. Keeping in view the Detail Project Report Preparation period will be of **3 calendar months**. After finalization of Civil tender, it is necessary to plan out the building. These details are furnished to acquaint the prospective DPR cum Architectural Consultants to understand the quantum of planning & design work involved. The consultants are expected to reflect the above requirement in their technical and financial proposal adequately in their proposed methodology.

2.3 The DPR consultant will be required to operate from office will have senior experts performing advisory, supervision and regulatory functions over the field offices and their experts.

2.4 SCOPE OF SERVICES

- 2.4.1. The Consultant shall take detailed brief of the project from the client including the control layouts of the structure and other details regarding the important features to be provided in the various facilities to facilitate his work.
- 2.4.2. The consultant shall submit elevations, perspective views and internal layouts of the proposed room for consideration of the client. The consultant shall incorporate suggestions, modifications or alterations as desired by the client in order to facilitate final selection of the layout and other details by the client.
- 2.4.3. The Consultant shall submit plans, elevations, sectional & perspective views of the selected alternative in all details showing interior layout of each facility on a scale of 1:100.
- 2.4.4. The scope also includes making alternate presentations to Chief Engineer (Building), Odisha Bhubaneswar for satisfaction. The modifications / suggestions made during such presentations shall be incorporated in the final drawings.
- 2.4.5. The Consultant may be required to make comprehensive presentations before officials of Works Deptt., Govt. of Odisha at various stages to explain the concepts and detailing in order to facilitate approvals of the schemes.
- 2.4.6. The Consultant shall incorporate any suggestions, modifications or alterations in the details after deliberations with the authority & submit revised drawings/schemes to office of the Chief Engineer (Building), Odisha, BHUBANESWAR for final approval.
- 2.4.7. The consultant shall prepare statutory drawings and assist the user to get it approved from approving authority.

The following procedure shall be adopted by Consultants for safe and operationally efficient design:

- The consultant shall inspect the site and undertake the site survey. Contour survey and subsoil exploration.
- The Architectural Designs shall be scrutinized by C.E. (Buildings) and subjected to Scrutiny by Design Scrutiny Committee (DSC) constituted by Govt. H& FW Dept. vide Letter No.17252/H dt.21.7.2020 and Peer Review Consultant and upon their approval, the detailed engineering and working drawings taken up. The consultant shall maintain aesthetics and design consistency in architectural designs.
- The Structural designs and drawings shall be vetted by IIT, Bhubaneswar/ NIT, Rourkela/ VSSUT, Burla.
- The MEP designs shall be reviewed by S.E., GPH and S.E., Electrical.

2.5. PREPARATION OF BOQ, SPECIFICATIONS, DRAWINGS AND TENDER SPECIFICATIONS. (in conformity with NBC-16)

- 2.5.1. The scope of work shall include detailed structural design of the building and issue of detailed working construction drawings for the same. **The Structural designs and drawings shall be vetted by IIT, Bhubaneswar/ NIT, Rourkela/ VSSUT, Burla.**
- 2.5.2. The consultant shall prepare detailed bill of quantities covering all items of work to be carried out under various packages, detailed technical specifications and detailed cost estimates for all the

tender packages including rate analysis of individual items of work and submit the same to Chief Engineer (Building), Odisha, BHUBANESWAR. The rate analysis shall be carried out based on Analysis of Rate and Schedule of Rate of Works Deptt., Govt. of Odisha and supporting documents of rate analysis shall also be submitted to authority. The bill of quantities for various items shall be supported quantity take-off sheets etc.

- 2.5.3. The consultant shall prepare drawings for all items of work in all details and calculate the bill of quantities accurately and show all construction details & elements necessary for executing the individual items of work.
 - 2.5.4. Execution drawings to be prepared on the scale of 1:50 or as per requirement.
 - 2.5.5. The consultant shall also prepare the preamble to schedule of rates detailing all works deemed to be included in the rate analysis of each item.
 - 2.5.6. The Consultant shall prepare construction drawings for all items of works in all details in accordance with relevant standard codes of practice and sound engineering to enable individual contractors to complete construction without the need of any further detailing by the contractors. In other words, individual contractors will not be required to make any drawings or supply any details and all details are to be supplied by the Consultant. It is also brought to the attention of Consultant that all construction drawings are required to be released along with the package wise tender documents and hence should be prepared in advance. However, some construction drawings may also require to be prepared by the Consultant on continuous basis during execution of interior work.
 - 2.5.7. The consultant shall plan, design and provide full details of all utility services like water, electricity, sanitation scheme, fire hydrant system required as per the regulations in force. The consultant shall give complete details along with drawings for execution of work.
 - 2.5.8. Electrification scheme shall cover L.T. electrical works, sub-station, power connection, Switch rooms, site illumination, rising main, power/ lighting distribution up to work table, power back system, A.C. system, all requirements related to interior etc. The scheme should take into account energy conservation as per OECBC guidelines.
 - 2.5.9. Water supply scheme shall cover water connections, underground / semi underground storage tank, pumping arrangement and pipeline connections.
 - 2.5.10. The consultant shall be required to prepare PERT chart to monitor the progress of work on fortnightly basis.
 - 2.5.11. Structural Stability Certificate shall be furnished by the consultant at the end of all works.
 - 2.5.12. All design shall be carried out as per latest relevant IS/BIS standards.
3. **Timelines, stages of deliverables and content of each deliverable.**

Deliverables vis-a-vis time frame

| Sl. No. | Description of Items | Corresponding time frame |
|---------|----------------------------------|--------------------------|
| 1 | Period for Detail Project Report | 90 days |

4. Team composition and Qualification Requirements for the key professionals (And any other requirements which will be used for evaluating the key experts)

< The role and responsibilities of the Key Professionals is to be mentioned and the amount of time they will devote to the assignment may be specified. >

| Sl. No | Key Professionals | Person-Days |
|----------|--|-------------|
| A | During DPR Phase | |
| 1 | Team Leader | 01x90 |
| 2 | Architect | 01x90 |
| 3 | Quality Surveyor cum Contract Specialist | 01x45 |
| 4 | Electrical cum Air Conditioning Engineer | 01x45 |

5. Expected schedule for completing the assignment. If an assignment consists of more than one activity, the target period / date for completing each activity can also be specified.

6. Payment Terms and Schedule in a tabular form

| Sl. No | ITEM | Completion Time | Payment (% of total amount for DPR phase) |
|--------|---|---|---|
| 1. | i) Preparation of detailed alternative plans (3 nos.) and its submission to client along with the Master Plans. - Incorporation of suggestions, modifications etc. and submission of revised plan, elevation & sectional elevation in detail for approval. - Preparation and submission of preliminary drawings and its approval by the client. | 20 days from date of issue of Work order. | 15% |
| | ii) Submission of drawings / documents as required by various statutory authorities and obtaining all necessary approvals and submission of the same to the client if required. (as per NBC-16) | 50 days from date of issue of Work order. | 15% |
| | iii) Structural Design; (as per NBC-16) - Preparation and submission of detailed structural design along with drawings, detailing to be vetted by IIT, Bhubaneswar/ NIT, Rourkela/ VSSUT, Burla. - Preparation and submission of detailed E.I. and P.H. (both internal and external) drawing and its approval by the client. | 60 days from date of issue of Work order. | 20% |
| | iv) Submission of complete DPR. | 90 days from date of issue of Work order | 35% |
| | v) Supervision guidance | Till completion of work | 15% |
| | | Total | 100% |

In case the project gets held up due to want of statutory approvals, payment will be restricted to 10% of the total consultancy amount for DPR phase.

7. Background materials, data, reports, records of previous surveys and so on, to be provided to the consultant. (Mention a caveat about reliability of material provided and the need for consultant to verify and crosscheck vital aspects)

- i) The Consultant is required to recommend at least three makes for every material/ fitting proposed to be used in the work. The quality and the price of the recommended makes should be comparable to each other and be the best available in the market.
- ii) The "List of Approved Makes' is required to be finalized before proceeding with the rate analysis and detailed estimation.

8. Facilities which will be provided to the consultants by the Procuring Entity, say local conveyance,

office space, office machines, secretarial assistance, utilities, local services etc.

9. Any other related information specific to proposed study / assignment which is necessary to be furnished to all the bidders.

10. Roles and Responsibilities of Stake holders Department

- Stake holder Department
- Consultant

11. Procedure for review of the work of the consultant after award of contract including testing, validation, approval. The name and / or designation of the officials responsible for reviewing the work and monitoring the activities of the consultants may also be included here. A mention about the **Consultant Monitoring Committee (CMC)** may be included.

Section 4

Technical Proposal Submission For

TECH -1
COVERING LETTER
(ON BIDDER'S LETTER HEAD)

[Location, Date]

To

Executive Engineer, Panikoili (R&B) Division, Panikoili

Subject: Architectural Consultancy and Preparation of Detailed Project Report (DPR) for construction of 150 bedded Mother Child Hospital (Post Graduate Teaching Hospital level) at Jajpur under OMBADC / Construction of CHC Sukinda (Modular OT, CSSD, modular ICU under OMBADC in the District of Jajpur.

Dear Sir,

I, the undersigned, offer to provide the services for the proposed assignment in respect to your Request for Proposal No. _____, Dated: _____. I hereby submit the proposal which includes this technical proposal sealed under a separate envelope. Our proposal will be valid for acceptance up to **<Nos.>Days** and I confirm that this proposal will remain binding upon us and may be accepted by you at any time before this expiry date.

All the information and statements made in this technical proposal are true and correct and I accept that any misinterpretation contained in it may lead to disqualification of our proposal. If negotiations are held during the period of validity of the proposal, I undertake to negotiate on the basis of the proposal submitted by us. Our proposal is binding upon us and subject to the modifications resulting from contract negotiations.

I have examined all the information as provided in your Request for Proposal (RFP) and offer to undertake the service described in accordance with the conditions and requirements of the selection process. I agree to bear all costs incurred by us in connection with the preparation and submission of this proposal and to bear any further pre-contract costs. In case, any provisions of this RFP/ ToR including of our technical & financial proposal is found to be deviated, then your department shall have rights to reject our proposal including forfeiture of the Earnest Money Deposit absolutely. I confirm that, I have the authority to submit the proposal and to clarify any details on its behalf.

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

I remain,

Yours faithfully,

Authorized *Signatory with Date and Seal:*

Name and Designation: _____

Address of Bidder: _____

TECH-2

Bidder's Organisation (General Details)

| Sl. No. | Description | Full Details |
|---------|--|--------------|
| 1 | Name of the Bidder | |
| 2 | Address for communication : Tel : Fax: Email id : | |
| 3 | Name of the authorized person signing & submitting the bid on behalf of the Bidder: Mobile No. : Email id : | |
| 4 | Registration / Incorporation Details Registration No: Date & Year. : | |
| 5 | Local office in Odisha If Yes, Please furnish contact details | Yes / No |
| 6 | Bid Processing Fee Details Amount : DD No. : Date: Name of the Bank: | |
| 7 | EMD Details Amount : DD No.: Date: Name of the Bank: | |
| 8 | PAN Number | |
| 9 | Goods and Services Tax Identification Number (GSTIN) | |
| 10 | Willing to carry out assignments as per the scope of work of the RFP | Yes/ No |
| 11 | Willing to accept all the terms and conditions as specified in the RFP | Yes/No |

Authorized Signatory *[In full and initials]*: _____

Name and Designation with Date and Seal: _____

TECH - 3

Bidder Organisation (Financial Details)

| Financial Information in INR | | | | |
|--|---------|---------|---------|---------|
| Details | FY_____ | FY_____ | FY_____ | Average |
| Consulting Turnover (in Lakh) | | | | |
| <i>Supporting Documents:</i> | | | | |
| Audited certified financial statements for the last <Nos> FYs (to be decided accordingly) (Submission of copies of Income & Expenditure Statement and Balance Sheet for the respective financial years is mandatory along with this form). | | | | |
| <i>Filled in information in this format must have to be jointly certified and sealed by the CA and the authorized representative of the bidder and to be furnished in original along with the technical proposal failing which the proposal will be out rightly rejected. No scanned copy will be entertained.</i> | | | | |

Signature and Seal of the Company Auditor with Date in original

Authorized Signatory [In *full initials with Date and Seal*]: _____

Communication Address of the Bidder: _____

N.B: No Scanned Signature will be entertained

TECH - 4

FORMAT FOR POWER OF ATTORNEY

(On Bidder's Letter Head)

I, _____, the _____ (Designation) of (Name of the Organization) in witness whereof certify that <Name of person>is authorized to execute the attorney on behalf of <Name of Organizations<Designation of the person>of the company acting for and on behalf of the company under the authority conferred by the **< Notification/ Authority order no.>**Dated **<date of reference>**has signed this Power of attorney at <place> on this day of <day><month>, <year>.

The signatures of <Name of person>in whose favour authority is being made under the attorney

given below are hereby certified.

Name of the Authorized Representative:

(Signature of the Authorized Representative with Date)

CERTIFIED:

Signature, Name & Designation of person executing attorney:

Address of the Bidder:

TECH – 5

(BIDDER'S PAST EXPERIENCE DETAILS)

Table -1 (**List of <Nos>** completed assignments only of similar nature** in any sector during **last 5years**).

| Sl. no. | Period | Name of the Assignment with details thereof | Name of the Client | *Contract Value (in INR) and Duration in Month | Date of Award / Commencement of assignment | Date of Completion of assignment | Remarks if any |
|---------|--------|---|--------------------|--|--|----------------------------------|----------------|
| A | B | C | D | E | F | G | H |
| 1 | | | | | | | |

| | | | | | | | |
|---|--|--|--|--|--|--|--|
| 2 | | | | | | | |
| 3 | | | | | | | |

Authorized Signatory [In full and initials]: _____

Name and Designation with Date and Seal: _____

Note: Bidders are requested to furnish the list limited to **<Nos> assignments of similar undertaken during the last <Nos> Financial Years**(to be decided accordingly) as per the above prescribed format only. **Information not conforming to the above format will be treated as non-responsive.** Copies of the Work order / Contract Document / Completion Certificate from the previous Clients need to be furnished along with the above information.

- Assignments having Contract Value of >Rs. _____ Lakh & Duration of > _____ Month only will be taken into consideration.

TECH - 6

INFORMATION REGARDING ANY **CONFLICTING ACTIVITIES AND** **DECLARATION THEREOF**

Are there any activities carried out by your agency which are of conflicting nature as mentioned in Section 2: [Information to the Bidder] under Eligibility Criteria: Para (5). If yes, please furnish details of any such activities.

If no, please certify,

IN BIDDER'S LETTER HEAD

I, hereby declare that our agency as Individual / as a member of any consortium is not indulged in any such activities which can be termed as the conflicting activities as mentioned in **Section 2: [Information to the Bidder] under Eligibility Criteria: Para (6)**.

I, also acknowledge that in case of misrepresentation of any of the information, our proposal / contract shall be rejected / terminated by the Client which shall be binding on us.

Authorized Signatory [In full initials with Date and Seal]: _____

Communication Address of the Bidder: _____

TECH -7

Comments and Suggestions on the Terms of Reference / Scope of Work and Counterpart Staff and Facilities to be provided by the Client

A: On the Terms of Reference / Scope of Work:

[The consultant needs to present and justify in this section, if any modifications to the Terms of Reference he is proposing to improve performance in carrying out the assignment (such as deleting some activity considering unnecessary, or adding another, or proposing a different phasing of the activities / study process modifications). Such suggestions should be concise and to the point, and incorporated in the technical proposal. Modification / suggestion will not be taken into consideration without adequate justification. Any change in manpower resources will not be taken into consideration].

B: On Input and Facilities to be provide by the Client:

[Comment here on inputs and facilities to be provided by the Client with respect to the Scope of Work and Study Implementation]

Authorized Signatory [In full and initials]: _____

Name and Designation with Date and Seal: _____

TECH -8

DESCRIPTION OF APPROACH, METHODOLOGY AND WORKPLAN TO UNDERTAKE THE ASSIGNMENT

[Technical approach, methodology and work plan are key components of the Technical Proposal. In this Section, bidder should explain his understanding of the scope and 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. Further, he should highlight the problems being addressed and their importance, and explain the technical approach to be adopted to address them. It is suggested to present the required information divided into following four sections]

A. Understanding of Scope, Objectives and Completeness of response

Please explain your understanding of the scope and objectives of the assignment based on the

scope of work, the technical approach, and the proposed methodology adopted for implementation of the tasks and activities to deliver the expected output(s), and the degree of detail of such output.

Please do not repeat/ copy the ToR here.

B. Description of Approach and Methodology :

- a. Key guiding principles for the study.
- b. Proposed Framework.
- c. Information matrix
- d. Any other issues

C. Methodology to be adopted :

Explaining of the proposed methodologies to be adopted highlighting of the compatibility of the same with the proposed approach. This includes :

- a. Detail research design including sample design and estimation procedure.
- b. Field Process Protocol control
- c. Suggestive tools for data collection.
- d. Analysis of field data and preparation of reports
- e. Any other issues

D. Staffing and Study Management Plan:

The bidder should propose and justify the structure and composition of the team and should enlist the main activities under the assignment in respect of the Key Professionals responsible for it. Further, it is necessary to enlist of the activities under the proposed assignment with sub-activities (week wise). (Graphical representation)

Authorized Signatory [In full and initials]: _____

Name and Designation with Date and Seal: _____

<<The bidder may be asked to submit the required information within a certain number of pages, with font specified)

TECH - 9

Format of Curriculum Vitae (CV) for Proposed Key Professional

1. **Proposed Position:**

[For each position of key professional separate form Tech B-6 will be prepared]

2. **Name of Firm** :

3. **Name of Staff** :

4. **Date of Birth** :

5. **Years with Firm** :

6. **Nationality** :

7. **Education** :

[Indicate college / university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates]

8. **Membership in Professional Associations** :

9. **Other Trainings** :

10. **Countries of Work Experience** :

11. **Languages** :

[For each language indicate proficiency: excellent, good, fair, or poor; in speaking, reading, and writing]

12. **Employment Record:**

[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held. For experience in last ten years, also give types of activities performed and Client references, where appropriate as per the prescribed format given below]

| From [Year] | To [Year] |
|--|-----------|
| Procuring Entity Name: | |
| Position Held: | |
| Details of the Task Assigned [List all tasks to be performed under this Assignment/job] | |

13. **Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned**

[Among the Assignment/jobs in which the staff has been involved, indicate the following information for those Assignment /jobs that best illustrate staff capability to handle the tasks listed under point. 12.]

| | |
|-----------------------------|--|
| Name of the Project | |
| Year | |
| Location | |
| Name of the Client | |
| Project Feature | |
| Position Held | |
| Activities Performed | |

Certification:

I, the undersigned, certify that to the best of my knowledge and belief that this CV correctly describes my qualifications and past experiences. I will undertake this assignment for the full project duration in terms of roles and responsibilities assigned in the technical proposal or any agreed extension of activities thereof. I understand that any misstatement herein leads to disqualification of CV.

Date:

Signature of Key Professional with Date _____

Authorized Signatory [In full and initials]: _____

Name and Designation with Date and Seal: _____

<<NB: CV write up may be restricted to a certain number of pages with quality information relevant to the key professional requirements. This will be easy in evaluating the resumes for short listing. The CVs needs to be jointly signed by the proposed professional and the authorized representative of the Bidder.>>

TECH – 10

PROPOSED WORKPLAN TO CARRY OUT THE ASSIGNMENT

| <i>Week</i> | 1 | 2 | 3 | 4 | 5 | 6 |
|--|---|---|---|---|---|---|
| <i>Sequence of Study Activities / Sub Activities</i> | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

*Indicate all main activities / sub activities of the proposed assignment including delivery of reports
(Inception. and Final Reports) and other associate sub-activities*

Authorized Signatory *[In full and initials]*: _____

Name and Designation with Date and Seal: _____

Section 5

Financial Proposal Submission Forms

FIN - 1

COVERING LETTER
(In Bidder's Letter Head)

[Location, Date]

To

Executive Engineer, **Panikoili (R&B) Division, Panikoili**

Subject: Architectural Consultancy and Preparation of Detailed Project Report (DPR) (
Name of the work) [FINANCIAL PROPOSAL]

Sir

I, the undersigned, offer to provide the consulting services for *[Insert title of assignment]* in accordance with your Request for **Proposal No.** _____, **Dated:** _____.

Our attached Financial Proposal is for the sum of *[Insert amount(s) in words and figures]*.

The above quoted amount is inclusive of the taxes applicable as per GST Act. I do hereby undertake that, in the event of acceptance of our bid, the services shall be provided in respect to the terms and conditions as stipulated in the RFP document.

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the **validity period of the proposal of <Nos.> days**. I have carefully read and understood the terms and conditions of the RFP and do hereby undertake to provide the service accordingly.

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

I remain,

Yours faithfully,

Authorized Signatory *[In full and initials]*

Name and Designation of Signatory with Date and Seal:

Address of the Bidder :

****Amount must match with the one indicated in Fin-2.***

FIN - 2

SUMMARY OF FINANCIAL PROPOSAL

| Name of the Assignment : | | Architectural Consultancy and Preparation of Detailed Project Report (DPR) for Construction of 300 bedded District Head Quarter Hospital (DHH) at Panikoili. | | |
|----------------------------------|--|--|-----------|-------|
| Sl. No. | Fee Particulars | Amount in INR | | |
| A | Remuneration for Professionals and Support Staff | | | |
| | Description of Manpower | Qty | Unit Rate | Total |
| A 1 | | | | |
| A 2 | | | | |
| A 3 | | | | |
| A 4 | | | | |
| B | Sub Total | | | |
| C | Overhead expenses | | | |
| D | Consulting Fee (B+C) | | | |
| E | Taxes applicable as per GST Act @ % of Consulting Fee (D) | | | |
| Grand Total (INR) (D + E) | | | | |
| In Words | | | | |

- *Bidders shall submit the financial proposal as per the prescribed format given above in both figures and words, and signed by the Bidder's Authorized Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail.*
- *Taxes will be paid by the Client as per the applicable rate under GST Act from time to time. Consultancy fee proposed for the assignment shall remain fixed till completion of the contract.*

Authorized Signatory [In full and initials]: _____

Name and Designation with Date & Seal: _____

FIN – 3

BREAKDOWN OF REMUNERATION OF KEY PROFESSIONALS

| Sl. No. | Name of Key Person | Position | Unit Rate (MAN DAY)(A) | Proposed MAN DAY (B) | Total Amount in INR (A*B) |
|--------------------|--------------------|----------|------------------------|----------------------|---------------------------|
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |
| 4 | | | | | |
| Grand Total in INR | | | | | |
| In Words | | | | | |

Authorized Signatory *[In full and initials]*: _____

Name and Designation with Date & Seal: _____

FIN-4

BREAKDOWN OF OVERHEAD EXPENSES

| Sl. No. | Description | Unit | Quantity | Unit Price in INR | Total Amount in INR |
|--------------------|-------------|------|----------|-------------------|---------------------|
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |
| Grand Total in INR | | | | | |
| In Words | | | | | |

Authorized Signatory *[In full and initials]*: _____

Name and Designation with Date & Seal: _____

SECTION 6

BID SUBMISSION CHECK LIST

| Sl. No. | Description | Submitted (Yes/No) | Page No. |
|---|---|--------------------|----------|
| TECHNICAL PROPOSAL (ORIGINAL + 1COPY) | | | |
| 1 | Filled in Bid Submission Check List (ANNEXURE-I) | | |
| 2 | Covering Letter (TECH -1) | | |
| 3 | Bid Processing Fee of `..... in form to DD | | |
| 4 | EMD duly pledged in favour of " Executive Engineer, Panikoili (R&B) Division, Panikoili " in shape of Kissan Vikash Patra / Post Office Saving Bank Account / National Saving Certificate / Post Office Time Deposit Account / STDR/ TDR / Bank Guarantee from any Nationalized / Scheduled Bank in India counter guaranteed by its local branch at Panikoili, drawn in any scheduled commercial bank payable at Panikoili. | | |
| 5 | Copy of Certificate of Incorporation / Registration of the Bidder | | |
| 6 | Copy of PAN | | |
| 7 | Copy of Goods and Services Tax Identification Number (GSTIN) | | |
| 8 | Copies of IT Returns for the last Three FYs to be decided accordingly | | |
| 9 | General Details of the Bidder (TECH - 2) | | |
| 10 | Financial details of the bidder (TECH - 3) along with all the supportive documents such as copies of Profit - Loss Statement and Balance Sheet for the concerned period | | |
| 11 | Power of Attorney (TECH - 4) infavour of the person signing the bid on behalf of the bidder. | | |
| 12 | List of completed assignments of similar nature (Past Experience Details) (TECH - 5) along with the copies of work orders and completion certificates from the employers for the respective assignments | | |
| 13 | Self Declaration on Potential Conflict of Interest (TECH - 6) | | |
| 14 | Undertaking for not have been black-listed by any Central / State Govt./any Autonomous bodies during its business career. | | |
| 15 | Comments and Suggestions (TECH - 7) | | |
| 16 | Description of Approach, Methodology & Work Plan (TECH-8) | | |
| 17 | CV of Key Professionals (TECH - 9) | | |
| 18 | Work Plan (TECH - 10) | | |
| 19 | Agreement duly signed by the authorized signatories, shall designate the roles of each partner | | |
| FINANCIAL PROPOSAL (ORIGINAL + 1 COPY) | | | |
| 1 | Covering Letter (FIN-1) | | |
| 2 | Summary of Financial Proposal (FIN-2) | | |

Undertaking:

- *All the information have been submitted as per the prescribed format and procedure.*
- *Each part has been separately bound with no loose sheets and each page of all the two parts are page numbered along with Index Page.*
- *All pages of the proposal have been sealed and signed by the authorized representative.*

Authorized Signatory [In full and initials]: _____

Name and Designation with Date and Seal: _____

PERFORMANCE BANK GUARANTEE FORMAT

To,
The _____ to Government (DDO)
<Name of the Department> Department, Govt. of Odisha
<Address>
<Address>
<PIN>

WHEREAS _____ (Name and address of the Consultant) (hereinafter called "the Consultant") has undertaken, in pursuance of RFP No _____ dated _____ to undertake the service _____ (description of services) (herein after called "the contract").

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

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

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

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

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

This performance bank guarantee shall be valid until the _____ day of _____, <Year>

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

.....(Signature of the authorized officer of the Bank)

.....
Name and designation of the officer
.....
.....

Seal, name & address of the Bank & Branch

<<Any Other assignment related Material may also be included in the Annexure for the bidder>

SECTION 7

STANDARD FORM OF CONTRACT

Consultants' Services

Lump-Sum

Contents

- I. **Form of Contract**
- II. **General Conditions of Contract**
 1. **General Provisions**
 2. **Commencement, Completion, Modification and Termination of Contract**
 3. **Obligations of the Consultant**
 4. **Consultants' Personnel and Sub-Consultants**
 5. **Obligations of the Employer**
 6. **Payments to the Consultant**
 7. **Fairness and Good Faith**
 8. **Settlement of Disputes**
 9. **Liquidated Damages**
 10. **Miscellaneous Provisions**
- III. **Special Conditions of Contract**
- IV. **Appendices**
 - Appendix A - Description of Services**
 - Appendix B - Reporting Requirements**
 - Appendix C - Staffing Schedule**
 - Appendix D - Cost Estimates in Foreign Currency**
 - Appendix E - Duties of the Employ**

CONTRACT FOR CONSULTANTS' SERVICES

between

[name of the Client]

and

[name of the Consultant]

Dated:

I. Form of Contract

(Text in brackets[] should be filled up appropriately; all notes should be deleted in final text)

This **CONTRACT** (hereinafter called the "Contract") is made the [day] day of the month of [month], [year], between **the Executive Engineer, Panikoili (R&B) Division, Panikoili** (hereinafter called the "Client"), of the First Part and, [name of Consultant] (hereinafter called the "Consultant") of the Second Part.

[Note: If the Consultant consist of more than one entity, the above should be partially amended to read as follows: "...(hereinafter called the "Employer") and, on the other hand, a joint venture/consortium/association consisting of the following entities, namely, lead consultant [name of lead Consultant] and [name of Consultant/s] (hereinafter called the "Consultant").

WHEREAS

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

NOW, THEREFORE, IT IS HEREBY AGREED between the parties as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

- (a) The General Conditions of Contract;
- (b) The Special Conditions of Contract;
- (c) The following Appendices:

Appendix A: Description of Services

Appendix B: Reporting Requirements

Appendix C: Staffing schedule

Appendix D: Cost Estimates

Appendix E: Duties of the "Employer"

Appendix F: Duties of the Consultant

2. The mutual rights and obligations of the "Employer" and the Consultant shall be as set forth in the Contract, in particular:

- (a) the Consultants shall carry out and complete the Services in accordance with the provisions of the Contract; and
- (b) the "Employer" shall make payments to the Consultant in accordance with the provisions of the Contract.

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

Signed by ----

For and on behalf of the President of India [name of "Employer"]

(Witnesses) [Authorized Representative]

(ii)

In presence of (Witnesses)

(i)

2. For and on behalf of [name of Consultant]

[Authorized Representative]

[Note: If the Consultant consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]

3. For and on behalf of each of the Members of the Consultant.

[name of member] [Authorized Representative]

4. [Name of member]

[Authorized Representative]

II. General Conditions of Contract

• GENERAL PROVISIONS

• Definitions Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- xiii) **“Applicable Law”** means the laws and any other instruments having the force of law in India for the time being.
- xiv) **“Consultant”** means any private or public entity that will provide the Services to the “Employer” under the Contract.
- xv) **“Contract”** means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is this General Conditions (GC), the Special Conditions (SC), and the Appendices.
- xvi) **“Day”** means calendar day.
- xvii) **“Effective Date”** means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- xviii) **“Foreign Currency”** means any currency other than the currency of the “Employer’s” country.
- xix) **“GC”** means these General Conditions of Contract.
- xx) **“Government”** means the Government of India
- xxi) **“Local Currency”** means Indian Rupees.
- xxii) **“Member”** means any of the entities that make up the joint venture/consortium/association; and **“Members”** means all these entities.
- xxiii) **“Party”** means the “Employer” or the Consultant, as the case may be, and “Parties” means both of them.
- xxiv) **“Personnel”** means professionals and support staff provided by the Consultants or by any Sub-Consultants and assigned to perform the Services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside the Government’s country; “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile inside the Government’s country; and “Key Personnel” means the Personnel referred to in Clause GC 4.2(a).
- xxv) **“Reimbursable expenses”** means all assignment-related costs [such as travel, translation, report printing, secretarial expenses, subject to specified maximum limits in the Contract].
- xxvi) **“SC”** means the Special Conditions of Contract by which the GC may be amended or supplemented.
- xxvii) **“Services”** means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- xxviii) **“Sub-Consultants”** means any person or entity to whom/which the Consultant subcontracts any part of the Services.
- xxix) **“Third Party”** means any person or entity other than the “Employer”, or the Consultant.
- xxx) **“In writing”** means communicated in written form with proof of receipt.

Relationship Between the Parties

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

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

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

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

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

Location :The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, as the “Employer” may approve.

Authority of Lead Partner: In case the Consultant consists of a joint venture/consortium/ association of more than one entity, the Members hereby authorize the entity specified (Lead Consultant) in the SC to act on their behalf in exercising all the Consultant’s rights and obligations towards the “Employer” under this Contract, including without limitation the receiving of instructions and payments from the “Employer”. However, each member or constituent of Consortium of Consultant shall be jointly and severally liable for all obligations of the Consultant under the Contract.

Authorized Representatives: Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the “Employer” or the Consultant may be taken or executed by the officials specified in the SC.

Taxes and Duties: The Consultant, Sub-Consultants and Personnel shall be liable to pay such direct and indirect taxes, duties, fees and other impositions levied under the applicable laws of India.

- **Fraud and Corruption**

Definitions: It is the Employer’s policy to require that Employers as well as Consultants observe the highest standard of ethics during the execution of the Contract. In pursuance of this policy, the Employer defines, for the purpose of this provision, the terms set forth below as follows:

- (i) **“corrupt practice”** means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
- (ii) **“fraudulent practice”** means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
- (iii) **“collusive practices”** means a scheme or arrangement between two or more consultants, with or without the knowledge of the Employer, designed to establish prices at artificial, noncompetitive levels;

(iv) “**coercive practices**” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;

- **Measures to be taken by the Employer**

(a) The Employer may terminate the contract if it determines at any time that representatives of the consultant were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the consultant having taken timely and appropriate action satisfactory to the Employer to remedy the situation;

(b) The Employer may also sanction against the Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Employer-financed contract;

- **Commissions and Fees**

At the time of execution of this Contract, the Consultants shall disclose any commissions or fees that may have been paid or are agreed to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

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

Termination of Contract for Failure to Become Effective : If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as specified in the SC, either Party may, by not less than **twenty one (21) days** written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

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

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

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

Modifications or Variations :

(a) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clause **GC 7.2** here of, however, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

(b) In cases of substantial modifications or variations, the prior written consent of the Employer is required.

- **Force Majeure**

Definition (a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the nonperformance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

(b) Force Majeure shall not include

- (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party's Sub-Consultants or agents or employees, nor
- (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

(c) Subject to clause 2.7.2, Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

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

Measures to be Taken :

(a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

(b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

(c) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

(d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the "Employer", shall either:

- (i) demobilize,; or
- (ii) continue with the Services to the extent possible, in which case the Consultant shall continue to be paid proportionately and on prorata basis, under the terms of this Contract.

(e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC 8.

Suspension : The "Employer" may, by written notice of suspension to the Consultant, suspend all

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

- **Termination**

By the "Employer": The "Employer" may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (h) of this Clause GC 2.9.1.1.

(a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the "Employer" may have subsequently approved in writing.

(b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its Members becomes and which has substantial bearing on providing Services under this contract) insolvent or go into liquidation or receivership whether compulsory or voluntary.

(c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.

(d) If the Consultant, in the judgment of the "Employer", has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.

(e) If the Consultant submits to the "Employer" a false statement which has a material effect on the rights, obligations or interests of the "Employer".

(ee) If the Consultant places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Employer.

(f) If the consultant fails to provide the quality services as envisaged under this Contract. The Consultancy Monitoring Committee (CMC) formulated to monitor the progress of the assignment may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The CMC may decide to give one chance to the consultant to improve the quality of the services.

(g) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than **sixty (60) days**.

(h) If the "**Employer**", in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

In such an occurrence the "Employer" shall give a not less than **thirty (30) days'** written notice of termination to the Consultants, and **sixty (60) days'** in case of the event **referred to in (h)**.

By the Consultant : The Consultant may terminate this Contract, by **not less than thirty (30) days'** written notice to the "Employer", in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this **Clause GC 2.9.2**.

(a) If the "Employer" fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to **Clause GC 8** hereof within **forty-five (45) days** after receiving written notice from the Consultant that such payment is overdue.

(b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than **sixty (60) days**.

(c) If the “Employer” fails to comply with any final decision reached as a result of arbitration pursuant to **Clause GC 8** hereof.

(d) If the “Employer” is in material breach of its obligations pursuant to this Contract and has not remedied the same within **forty-five (45) days** (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the “Employer” of the Consultant’s notice specifying such breach.

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

Cessation of Services: Upon termination of this Contract by notice of either Party to the other pursuant to **Clauses GC 2.9.1 or GC 2.9.2** hereof, the Consultant 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 Consultant and equipment and materials furnished by the “Employer”, the Consultant shall proceed as provided, respectively, by **Clauses GC 3.9 or GC 3.10** hereof.

• **Payment upon Termination**: Upon termination of this Contract pursuant to **Clauses GC2.9.1 or GC 2.9.2** hereof, the “Employer” shall make the following payments to the Consultant:

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

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

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

3. OBLIGATIONS OF THE CONSULTANT

• General

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

Conflict of Interests : The Consultant shall hold the “Employer”’s interests paramount, without any

consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. If during the period of this contract, a conflict of interest arises for any reasons, the Consultant shall promptly disclose the same to the Employer and seek its instructions.

Consultant not to benefit from Commissions, Discounts, etc. :

(a) The payment of the Consultant pursuant to **Clause GC 6** hereof shall constitute the Consultant's only payment in connection with this Contract and, subject to **Clause GC 3.2.2** hereof, the Consultant 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 Consultant shall use its best efforts to ensure that any Sub-Consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional payment.

(b) Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the **"Employer"** on the procurement of goods, works or services, the Consultant shall comply with the Employer's applicable procurement guidelines, and shall at all times exercise such responsibility in the best interest of the **"Employer"**. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the **"Employer"**.

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

Prohibition of Conflicting Activities: The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants 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.

Confidentiality : Except with the prior written consent of the "Employer", the Consultant 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 Consultant and its Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

Insurance to be Taken out by the Consultant : The Consultant (i) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain insurance, at their (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the "Employer", insurance against the risks, and for the coverage specified in the SC, and (ii) at the "Employer's" request, shall provide evidence to the "Employer" showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

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

Consultant's Actions Requiring **"Employer's" Prior Approval:** The Consultant shall obtain the "Employer'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) **Sub contracts :** the Consultant may subcontract work relating to the Services to an extent and with such experts and entities as may be approved in advance by the "Employer". Notwithstanding such approval, the Consultant shall always retain full responsibility for the Services. In the event that any Sub-

Consultants are found by the "Employer" to be incompetent or incapable or undesirable in discharging assigned duties, the "Employer" may request the Consultant to provide a replacement, with qualifications and experience acceptable to the "Employer", or to resume the performance of the Services itself.

- **Reporting Obligations** : The Consultant shall submit to the "Employer" the reports and documents specified in **Appendix B** hereto, in the form, in the numbers and within the time periods set forth in the said Appendix. Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.
- **Documents Prepared by the Consultant to be the Property of the "Employer"**: All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultant for the "Employer" under this Contract shall become and remain the property of the "Employer", and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the "Employer", together with a detailed inventory thereof. The Consultant may retain a copy of such documents, but shall not use anywhere, without taking permission, in writing, from the Employer and the Employer reserves right to grant or deny any such request.. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of any such computer programs, the Consultant shall obtain the "Employer's prior written approval to such agreements, and the "Employer" shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.
- **Equipment, Vehicles and Materials Furnished by the "Employer"** : Equipment, vehicles and materials made available to the Consultant by the "Employer", or purchased by the Consultant wholly or partly with funds provided by the "Employer", shall be the property of the "Employer" and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the "Employer" an inventory of such equipment, vehicles and materials and shall dispose of such equipment and materials in accordance with the "Employer's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the "Employer" in writing, shall insure them at the expense of the "Employer" in an amount equal to their full replacement value.
- **Equipment and Materials Provided by the Consultants** : Equipment or materials brought into the Government's country by the Consultant and the Personnel and used either for the Project or personal use shall remain the property of the Consultant or the Personnel concerned, as applicable.

4. CONSULTANTS' PERSONNEL AND SUB-CONSULTANTS

- **General:** The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services.
- **Description of Personnel** :(a) The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Consultant's Key Personnel are as per the consultant's proposal and are described in **Appendix C**. If any of the Key Personnel has already been approved by the "Employer", his/her name is listed as well.

(b).If required to comply with the provisions of **Clause GC 3.1.1** hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix C may be made by the Consultant by written notice to the "Employer", provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in **Clause GC 6.1(b)** of this Contract. Any other such adjustments shall only

be made with the "Employer's written approval.

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 "Employer" and the Consultant. In case where payments under this Contract exceed the ceilings set forth in **Clause GC 6.1(b)** of this Contract, this will be explicitly mentioned in the agreement.

- **Approval of Personnel:** The Key Personnel and Sub-Consultants listed by title as well as by name in **Appendix C** are hereby approved by the “Employer”. In respect of other Personnel which the Consultant proposes to use in the carrying out of the Services, the Consultant shall submit to the “Employer” for review and approval a copy of their Curricula Vitae (CVs). If the “Employer” 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 “Employer”.

Removal and/or Replacement of Personnel:

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

(b) If the “Employer” (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 Consultant shall, at the “Employer”’s written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the “Employer”.

(c) Any of the Personnel provided as a replacement under **Clauses (a) and (b) above**, as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Consultants may wish to claim as a result of such replacement, shall be subject to the prior written approval by the “Employer”. The rate of remuneration applicable to a replacement person will be the rate of remuneration paid to the replacement person. **Also (i)** the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, **and (ii)** the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

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

5. OBLIGATIONS OF THE “EMPLOYER”

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

(a) Provide the Consultant, Sub-Consultants and Personnel with work permits and such other documents as shall be necessary to enable the Consultant, Sub-Consultants or Personnel to perform the Services.

(b) Arrange for the Foreign Personnel to be provided promptly with all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in India.

(c) Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

(d) Provide to the Consultant, Sub-Consultants and Personnel any such other assistance as may be specified in the SC.

Change in the Applicable Law Related to Taxes and Duties : If, after the date of this Contract, there is any change in the Applicable Laws of India with respect to taxes and duties, which are directly payable by the consultant for providing the services i.e. service tax or any such applicable tax from time to time, which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be

increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in **Clause GC 6.1(b)**.

Services, Facilities and Property of the “Employer”:

(a) The “Employer” shall make available to the Consultant and its Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in **Appendix E** at the times and in the manner specified in said **Appendix**

(b) In case that such services, facilities and property shall not be made available to the Consultant as and when specified in **Appendix E**, the Parties shall agree on any time extension that it may be appropriate to grant to the Consultant for the performance of the Services.

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

• **Counterpart Personnel :**

(a) If necessary, the “Employer” shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the “Employer” with the Consultant’s advice, if specified in **Appendix E**.

(b) Professional and support counterpart personnel, excluding “Employer’s liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the “Employer” shall not unreasonably refuse to act upon such request.

6. PAYMENTS TO THE CONSULTANT

Total Cost of the Services

(a) The total cost of the Services payable is set forth in **Appendix D** as per the consultant’s proposal to the Employer and as negotiated thereafter.

(b) Except as may be otherwise agreed under **Clause GC 2.6** and subject to **Clause GC 6.1(c)**, payments under this Contract shall not exceed the amount specified in **Appendix-D**.

(c) Notwithstanding **Clause GC 6.1(b)** hereof, if pursuant to any of the **Clauses GC 4.2 (c) or 5.2** hereof, the Parties shall agree that additional payments shall be made to the Consultant in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in **Clause GC 6.1(a)** above, the ceiling or ceilings, as the case may be, set forth in **Clause GC 6.1(b)** above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

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

• **Terms of Payment :**

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

(a) The consultant shall submit the invoice for payment when the payment is due as per the agreed terms. The payment shall be released as per the work related milestones achieved and as per the specified percentage as per **SC 13**.

(b) Once a milestone is completed, the consultant shall submit the requisite deliverables as specified in this Contract. The Employer shall release the requisite payment upon acceptance of the deliverables. However, if the Employer fails to intimate acceptance of the deliverables or its objections thereto, within 30 days of receipt of it, the Employer shall release the payment to the consultant without further delay.

(c) **Final Payment:** The final payment as specified in **SC 13** shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the "Employer". The Services shall be deemed completed and finally accepted by the "Employer" and the final report and final statement shall be deemed approved by the "Employer" as satisfactory **ninety (90) calendar days** after receipt of the final report and final statement by the "Employer" unless the "Employer", within such **ninety (90) day period**, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final statement. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount, which the "Employer" 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 Consultant to the "Employer" **within thirty (30) days** after receipt by the Consultant of notice thereof. Any such claim by the "Employer" for reimbursement must be made **within twelve (12) calendar months** after receipt by the "Employer" of a final report and a final statement approved by the "Employer" in accordance with the above.

(d) For the purpose of payment under **Clause 6.3 (b)** above, acceptance means; acceptance of the deliverables by the Employer after submission by the consultant and the consultant has made presentation to the **CMC/Employer** (Mention this if presentation is required) with /without modifications to be communicated in writing by the Employer to the consultant.

(e) If the deliverables submitted by the consultant are not acceptable to the Employer / **CMC**, reasons for such non-acceptance should be recorded in writing; the Employer shall not release the payment due to the consultant. This is without prejudicing the Employer's right to levy any liquidated damages under **clause 9**. In such case, the payment will be released to the consultant only after it resubmits the deliverable and which is accepted by the Employer.

(f) All payments under this Contract shall be made to the accounts of the Consultant specified in the SC.

(g) With the exception of the **final payment under (c) above**, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder, unless the acceptance has been communicated by the Employer to the consultant in writing and the consultant has made necessary changes as per the comments / suggestions of the Employer communicated to the Consultant.

(h) In case of early termination of the contract, the payment shall be made to the consultant as mentioned here with:

(i) Assessment should be made about work done from the previous milestone, for which the payment is made or to be made till the date of the termination. The consultant shall provide the details of persons reasonably worked during this period with supporting documents. Based on such details, the remuneration shall be calculated based on the man month rate as specified.

(ii) A reasonable assessment of the reimbursable and miscellaneous expenses shall be made based on details furnished by the consultant in this regard with supporting documents and based on the assessment of the work done and the respective rates as provided. Wherever such an assessment is difficult, the rates should be arrived at by calculating the amount on pro-rata basis. The total amount payable shall be the amount **calculated as per (i) and (ii) above plus any applicable tax**.

7. FAIRNESS AND GOOD FAITH

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

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

8. SETTLEMENT OF DISPUTES

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

- **Arbitration** :In the case of dispute arising upon or in relation to or in connection with the contract between the Employer and the Consultant, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral **Tribunal consisting of 3 (three) arbitrators**, one each to be appointed by the Employer and the Consultant, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach a consensus regarding the appointment of the third arbitrator within a period of 30 days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed by the Secretary of the Ministry / Department. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.

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

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

9. Liquidated Damages

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

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

- The liquidated damages shall be applicable under following circumstances:

(a) If the deliverables are not submitted as per schedule as specified in **SC 13**, the Consultant shall be **liable to pay 1%** of the total cost of the services for delay of each week or part thereof.

(b) If the deliverables are not acceptable to the Employer as mentioned in **Clause 6.3 (f)**, and defects

are not rectified to the satisfaction of the Employer **within 30 days** of the receipt of the notice, the Consultant shall be liable for Liquidated Damages for **an amount equal to []% of total cost** of the services for every week or part thereof for the delay.

10. Miscellaneous provisions:

(i) "Nothing contained in this Contract shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent.

(ii) Any failure or delay on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.

(iii) The Contractor/Consultant shall notify the Employer/ the Government of India of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.

(iv) Each member/constituent of the Contractor/Consultant, in case of a consortium, shall be jointly and severally liable to and responsible for all obligations towards the Employer/Government for performance of works/services including that of its Associates/Sub Contractors under the Contract.

(v) The Contractor/Consultant shall at all times indemnify and keep indemnified the Employer/Government of India against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.

(vi) The Contractor/Consultant shall at all times indemnify and keep indemnified the Employer/Government of India against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Contractor's/Consultant's) employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Contractor/Consultant.

(vii) The Contractor/Consultant shall at all times indemnify and keep indemnified the Employer/Government of India against any and all claims by Employees, Workman, Contractors, sub-contractors, suppliers, agent(s), employed engaged or otherwise working for the Contractor, in respect of wages, salaries, remuneration, compensation or the like.

(viii) All claims regarding indemnity shall survive the termination or expiry of the Contract.

(ix) It is acknowledged and agreed by all Parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the (Contractor/Consultant) for any engagement, service or employment in any capacity in any office or establishment of the Government of India or the Employer.

III. Special Conditions of Contract :

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

| SC Clause | Ref. of GC Clause | Amendments of, and Supplements to, Clauses in the General Conditions of Contract |
|-----------|-------------------|--|
| 1. | 1.5 | The addresses are: |
| | | 1. "Employer" : Attention : Facsimile : |

| | | |
|----|-----|--|
| | | 2, Consultant : Attention : Facsimile : |
| 2. | 1.7 | {Lead Partner is [insert name of member]} Note: If the Consultant consists of a joint venture/ consortium/ association of more than one entity, the name of the entity whose address is specified in Clause SC 1.6 should be inserted here. If the Consultant consists only of one entity, this Clause SC 1.8 should be deleted from the SC. |
| 3. | 1.8 | The Authorized Representatives are: For the "Employer": For the Consultant: |
| 4. | 2.1 | {The effectiveness conditions are the following: [insert conditions]} Note: List here any conditions of effectiveness of the Contract e.g., approved of the Contract by the Employer, "Employer's" approval of Consultant's proposals for appointment of specified key staff members, effectiveness of Employer Loan, receipt by Consultant of advance payment and by "Employer" of advance payment guarantee (see Clause SC 6.4(a)), etc. If there are no effectiveness conditions, delete this Clause SC 2.1 from the SC. |
| 5. | 2.2 | The time period shall be [insert time period, e.g.: four months]. |
| 6. | 2.3 | The time period shall be [insert time period, e.g.: four months]. |
| 7. | 2.4 | The time period shall be [insert time period, e.g.: twelve months]. |
| 8. | 3.4 | Limitation of the Consultants' Liability towards the "Employer" {Note: Proposals to introduce exclusions/limitations of the Consultants' liability under the Contract should be carefully scrutinized by Employers/"Employer's. In this regard the parties should be aware of the Employer's policy on this matter which is as follows: 1. If the Parties agree that the Consultants' liability should simply be governed by the Applicable Laws of India, they should delete this Clause SC 3.4 from the SC. 2. If the Parties wish to limit or to partially exclude the Consultants' liability to the "Employer", they should note that, to be acceptable to the Employer, any limitation of the Consultants' liability should at the very least be reasonably related to (a) the damage the Consultants might potentially cause to the "Employer", and (b) the Consultants' ability to pay compensation using their own assets and reasonably obtainable insurance coverage. The Consultants' liability should not be limited to less than a multiplier of the total payments to the Consultants under the Contract for remuneration and reimbursable expenses. A statement to the effect that the Consultants are liable only for the re-performance of faulty Services is not acceptable to the Employer. Also, the Consultants' liability should never be limited for loss or damage caused by the Consultants' gross negligence or willful misconduct. |

| | | |
|-----|--------|--|
| 9. | 3.5 | <p>The risks and the insurance coverage shall be as follows: (Note : Delete/modify whichever is not applicable)</p> <p>(a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Government's country by the Consultant or its Personnel or any Sub-Consultants or their Personnel, with a minimum coverage of [insert amount and currency];</p> <p>(b) Third Party liability insurance, with a minimum coverage of [insert amount and currency];</p> <p>(c) Professional liability insurance to cover the employer against any loss suffered by the employer due to the professional service provided by the Consultant, with a minimum coverage of [insert amount and currency];</p> <p>(d) Workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultants, in accordance with the relevant provisions of the Applicable Laws of India, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(e) Insurance against loss of or damage to</p> <p>(i) equipment purchased in whole or in part with funds provided under this Contract,</p> <p>(ii) the Consultant's property used in the performance of the Services, and</p> <p>(iii) any documents prepared by the Consultant in the performance of the Services, by theft, fire or any natural calamity.</p> <p>Note: If there are no other actions, delete this Clause SC 3.6. If the Services consist of or include the supervision of civil works, the following action should be inserted: {taking any action under a civil works contract designating the Consultant as "Engineer", for which action, pursuant to such civil works contract, the written approval of the "Employer" as "Employer" is required.}</p> |
| 10. | 4.6 | <p>{The person designated as resident project manager in Appendix C shall serve in that capacity, as specified in Clause GC 4.6.}</p> |
| | | <p>Note: If there is no such manager, delete this Clause SC 4.6.</p> |
| 11. | {5.1} | <p>Note: List here any changes or additions to Clause GC 5.1. If there are no such changes or additions, delete this Clause SC 5.1.</p> |
| 12. | 6.1(b) | <p>The ceiling in local currency is: [insert amount and currency]</p> |
| 13. | 6.3 | <p>[Delete whichever is not applicable]</p> |

1. For lump-sum contracts payment will be made based on milestones indicated for each activity as below:

Activity 1:

| Sr. No. | Milestone (Deliverables) | Time period for submission | Payment (as % of the total service cost) |
|---------|--------------------------|----------------------------|--|
| 1. | | | |
| 2. | | | |
| 3. | | | |
| 4. | | | |
| Total | | | |

Activity 2:

| Sr. No. | Milestone (Deliverables) | Time period for submission | Payment (as % of the total service cost) |
|---------|--------------------------|----------------------------|--|
| 1. | | | |
| 2. | | | |
| 3. | | | |
| 4. | | | |
| Total | | | |

OR

2. For time based contracts remuneration will be paid on monthly basis.

| | | |
|-----|-----|---|
| 14. | 8.3 | The Arbitration proceedings shall take place in (indicate name of the city) in India. |
|-----|-----|---|

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

Binding signature of Contractor Signed by _____
(for and on behalf of _____ duly authorized vide Resolution
No. _____ dated _____ of the Board of Directors of _____)

In the presence of
(Witnesses)

- 1.
- 2.

APPENDICES:

APPENDIX A - DESCRIPTION OF SERVICES

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

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.”

APPENDIX C - STAFFING SCHEDULE

(Include here the agreed (negotiated staffing schedule including the engagement of sub- contractors, if any)

APPENDIX D - TOTAL COST OF SERVICES IN

(Include here the rates quoted in the financial proposal or the negotiated rates, whichever is applicable)

APPENDIX E - DUTIES OF THE “EMPLOYER”

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

Submitted for Approval

**Executive Engineer
Panikoili (R&B) Division
Panikoili**