

REQUEST FOR PROPOSAL

**Selection of an Agency for providing Design
Consultancy and Project Supervision Services
for Odisha Bhawan and Odisha Niwas at New
Delhi**

**Executive Engineer,
Bhubaneswar (R&B) Division No.IV
Nirman Soudh, Keshari Nagar
Unit –V, Bhubaneswar- 751001, Odisha
email-eernb4bbsr@gmail.com**

GOVERNMENT OF ODISHA
OFFICE OF THE EXECUTIVE ENGINEER
BHUBANESWAR R&B DIVISION: NO.IV,
NIRMANA SOUDHA, UNIT-V, BHUBANESWAR

Letter No. 2041 Bhubaneswar, the dt.31.03.2021

NOTICE INVITING REQUEST FOR PROPOSAL

Bid Identification No. RFP- 03 / 2020-21

1. Executive Engineer, Bhubaneswar (R&B) Division No.IV, Bhubaneswar invites proposals from the Empanelled Agencies (Category-A or Category-B under OB & CC Ltd.) for the following assignment as detailed in the table below to be received offline in “DOUBLE COVER SYSTEM”.

Sl. No.	Name of Project	EMD (Refundable)	Bid Processing Fee (Non-Refundable)	Period of Services
1	Selection of an Agency for providing Design Consultancy and Project Supervision Services for Odisha Bhawan and Odisha Niwas at New Delhi.	@ 1% (one percent) of the offered price of the Bidder	Rs.10000.00	12 (Twelve) Months

2. The RFP document must be accompanied with a **Non-refundable Bid Processing Fee of Rs.10000.00** in shape of **Demand Draft** from any Nationalize Bank and **EMD (Refundable) @ 1% (one percent) of the offered price of the Bidder** in form of **Kissan Vikash Patra / Post Office Saving Bank Account / National Saving Certificate / Post Office Time Deposit Account / TDR / Bank Guarantee** of Scheduled Bank (counter-guaranteed by the local branch at Bhubaneswar) duly pledged in favour of **Executive Engineer, Bhubaneswar R&B Division, No-IV, Bhubaneswar**

3. The RFP document can be seen / downloaded from the Govt. website i.e. <https://www.odisha.gov.in>, during **dt.12.04.2021 to 4.00 PM of dt.26.04.2021**.
4. The **last date of receipt** of RFP in the following address is **Dt.05.05.2021 up to 4.00 PM (Offline mode)** through **Speed Post / Registered Post / Courier / By Hand** only. Submission of proposal through any other mode is not allowed.
5. Date of Opening of Technical bid is **Dt.06.05.2021 at 11.30-A.M.**
6. For further details the RFP document is to be referred.
7. The authority reserves the right to reject any or all bids without assigning any reason thereof.

Address of Submission of R.F.P.

O/O- The Executive Engineer,
Bhubaneswar (R&B) Division No.IV, Bhubaneswar,
Nirman Soudha, Unit-V, Bhubaneswar,
District-Khordha (ODISHA) PIN - 751001
Contact No. (0674)-2390245
E-mail ID: eernb4bbsr@gmail.com

Sd/-
Executive Engineer
BBSR(R&B) Division No-IV Bhubaneswar

Memo No. 2042 / WE Dt.31.03.2021

Copy submitted to the Deputy Secretary to Govt., (Advertisement) I. & P.R. Dept., Odisha, Bhubaneswar with a request to get the Invitation of RFP published in **Two Nos. of leading Odia Daily and Two Nos. of National English Daily Newspapers (New Delhi Edition)** at the earliest for wide circulation.

Since, the date of receipt of bids starts from **Dt.12.04.2021**, it is requested that the “Invitation of RFP” may be published on or before **Dt.12.04.2021**. Complimentary copies of the Newspapers containing Invitation of RFP may please be sent to this office for reference and record.

Encl : C.D. containing the RFP Notice : 1 No

Sd/-
Executive Engineer
BBSR(R&B) Division No-IV Bhubaneswar

Memo No. 2043 / WE Dt. 31.03.2022

Copy forwarded to the Head State Portal Group, IT Centre, Odisha Secretariat, Bhubaneswar with a request to display the **Request For Proposal (RFP) and Documents** in the Web-site of Government of Odisha starting from **dt.12.04.2021 to 4.00-PM of dt.24.04.2021**. The C.D. containing the above **Request for Proposal (RFP) and Documents** is enclosed herewith for the purpose.
Encl : C.D. containing the RFP : 1 No

Sd/-
Executive Engineer
BBSR(R&B) Division No-IV Bhubaneswar

Memo No. 2044 Dt. 31.03.2021

Copy submitted to F.A.-cum-Additional Secretary to Govt., Works Deptt., Odisha, Bhubaneswar for kind information.

Sd/-
Executive Engineer
BBSR(R&B) Division No-IV Bhubaneswar

Memo No. 2045 Dt. 31.03.2021

Copy submitted to the Copy submitted to the Collector, Khurda /Puri / ADM, Bhubaneswar / D.C.P., Bhubaneswar for favour of kind information and necessary action.

Sd/-
Executive Engineer
BBSR(R&B) Division No-IV Bhubaneswar

Memo No. 2046 Dt. 31.03.2021

Copy submitted to the Engineer-in-Chief (Civil), Odisha, Nirman Soudh, Bhubaneswar /Engineer-in Chief, (Buildings), Odisha, Bhubaneswar / Chief Engineer, (D.P.I. & Roads), Odisha, Bhubaneswar / Chief Engineer, World Bank Projects, Odisha, Bhubaneswar / Chief Engineer, R.D.& Q.P. / Chief Engineer, Rural Works-I /II, / Chief Engineer, N.H. / Chief Engineer, P.H (Urban), Odisha, Bhubaneswar for favour of kind information and wide circulation.

Sd/-
Executive Engineer
BBSR(R&B) Division No-IV Bhubaneswar

Memo No. 2047 Dt. 31.03.2021

Copy submitted to the Chief Manager, State e-Procurement Cell, Nirman Soudha, Bhubaneswar for favour of kind information.

Sd/-
Executive Engineer
BBSR(R&B) Division No-IV Bhubaneswar

Memo No. 2048 Dt. 31.03.2021

Copy submitted to Superintending Engineer, Central (R&B) Circle, Bhubaneswar / Superintending Engineer, Electrical Circle, Bhubaneswar/ Superintending Engineer, GPH Circle, Bhubaneswar for information and wide publication.

Sd/-
Executive Engineer
BBSR(R&B) Division No-IV Bhubaneswar

Memo No. 2049 Dt. 31.03.2021

Copy forwarded to the Executive Engineer, BBSR (R&B) Division No.I, Bhubaneswar / BBSR (R&B) Division No.II, Bhubaneswar / BBSR (R&B) Division No.III, Bhubaneswar / BBSR (R&B) Division No.V, Bhubaneswar / The Manager, Odisha, Bhawan, New Delhi for information and wide publication.

Sd/-
Executive Engineer
BBSR(R&B) Division No-IV Bhubaneswar

Memo No. 2050 Dt. 31.03.2021

Copy forwarded to all Sub-Divisional Officers / Sr Divisional Accounts Officer / All Estimators // Head Clerk / Divisional Cashier // for information and necessary action. **Head Clerk will supervise the tender received by post and hand over the same immediately to the Executive Engineer.**

Sd/-
Executive Engineer
BBSR(R&B) Division No-IV Bhubaneswar

Memo No. 2051 Dt. 31.03.2021

Copy to Office Notice Board // Notice Board of all (R&B) Sub-Divisions under this Division // Tender
Notice Guard File.

Sd/-
Executive Engineer
BBSR(R&B) Division No-IV Bhubaneswar

DISCLAIMER

The information contained in this Request for Proposal document ("RFP") or any other information subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf of the Client or any of its employees or advisers, is provided to the Bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Client to the prospective Bidders or any other person. The purpose of this RFP is to provide interested Bidders with information that may be useful to them in the formulation of their Proposals pursuant to the RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Client in relation to the Services. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Client, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidders is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Client accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Client, its employees and advisers make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense, which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this selection process.

The Client also accepts no liability of any nature whether resulting from negligence or otherwise however caused or arising from reliance of any Bidder upon the statements contained in this RFP.

The Client may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the Client is bound to select a Bidder or to appoint the selected Consultant, as the case may be, to provide the Services and the **Client reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.**

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Client or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Bidder and the Client shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation for submission of the Proposal, regardless of the conduct or outcome of the selection process.

The Executive Engineer, Bhubaneswar R&B Division, NO-IV Bhubaneswar shall be the sole and final authority for execution of agreement with a selected consultant for the purpose through this RFP after obtaining necessary approval of the competent authority as per guideline Section-B (V) and Para-2 vide Finance Department OM No 37323 dt 30.11.2018. The Financial Bid will be opened after obtaining necessary permission from the Engineer in Chief (Buildings).

DATASHEET

Sl.No.	Particulars	Details
1.	Name of the Client	Executive Engineer, Bhubaneswar (R&B) Division No.IV, Bhubaneswar
2.	Method of Selection	Quality & Cost Based Selection (QCBS)
3.	Proposal Validity	120 Days
4.	Date of Issue of RFP	Dt.
5.	Deadline for Submission of Pre-Proposal / Pre-Bid Queries	Dt.
6.	Issue of Pre-proposal Clarifications	Dt.
7.	Proposal Due Date	Dt.
8.	Date of opening of Technical Proposal	Dt.
9.	Date of Technical Presentation	To be intimated later
10.	Date of opening of Financial Proposal	To be intimated later
11.	Expected Date of Commencement of Assignment	To be intimated later
12.	Pre-proposal meeting	<i>Please note that considering the current pandemic scenario, pre-bid meeting will not be held. Necessary corrigendum (if required) shall be issued with pre-bid clarifications.</i> The name, address, and telephone number of the nodal officer is: Shaikh Nasrulla, Executive Engineer, Bhubaneswar (R&B) Division No.IV, Bhubaneswar (Mob-9437631840)
13.	Indicative Project Cost	Rs.20.00 Crores
14.	Bid Processing Fee (Non-Refundable)	Rs. 10000.00 (Rupees Ten Thousand) only in offline mode in shape of Demand Draft drawn in favour of Executive Engineer, Bhubaneswar (R&B) Division No.IV payable at Bhubaneswar.
15.	Earnest Money Deposit(EMD)(Refundable)	Bid security of 1% of the Offered Value in shape of NSC / POTD / TDR / BG in prescribed format from any Nationalized Bank duly

Sl.No.	Particulars	Details
		<i>pledged in favour of the Executive Engineer Bhubaneswar (R&B) Division NO-IV Bhubaneswar counter guaranteed by local branch at Bhubaneswar</i>
16.	Performance Bank Guarantee (PBG)	10 % of the Consultancy Fee in shape of BG in prescribed format from any Nationalized Bank duly pledged in favour of the Executive Engineer Bhubaneswar (R&B) Division NO-IV Bhubaneswar counter guaranteed by local branch at Bhubaneswar
17.	Contact Person	Shaikh Nasrulla, Executive Engineer, Bhubaneswar (R&B) Division No.IV, Bhubaneswar (Mob-9437631840)
18.	Place of Opening of Proposal:	Office of the Executive Engineer, Bhubaneswar (R&B) Division No.IV, Bhubaneswar

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

SECTION: 1

LETTER OF INVITATION

LETTER OF INVITATION

Name of the Assignment: Selection of an Agency for providing Design Consultancy and Project Supervision Services for Odisha Bhawan and Odisha Niwas at New Delhi.

1. The Executive Engineer, Bhubaneswar (R&B) Division No.IV (the “**Authority**”), in accordance with the provisions under the Guidelines for Engagement of Consultants and Outsourcing of Services issued in the Office Memorandum No. 37323/F Dt. 30.11.2018 of the Finance Department, now invites empanelled agencies (**Comprehensive Architects Category-A and Category-B**) for providing Design Consultancy and Project Supervision Services for Odisha Bhawan and Odisha Niwas at New Delhi..
2. A bidder will be selected under **QCBS** 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.
3. This is an offline process by Government of Odisha by the Executive Engineer, Bhubaneswar (R&B) Division No.IV. The proposal must be submitted offline only. In offline mode, the electronic files are to be uploaded on the tender Portal <http://www.odisha.gov.in>.
4. Evaluation of the proposals shall be made as per the evaluation criteria mentioned in the RFP prior to opening of financial proposal.
5. The two parts of the Proposal (Technical proposal and Financial proposal) must be submitted offline with all pages numbered serially, along with an index of submission. The Financial Proposal has to be submitted offline only. Submission in any other form shall not be acceptable. In the event, any of the instructions mentioned herein have not been adhered to, the Client may reject the Proposal.
6. *The proposal, complete in all respect as specified in the RFP Document, must be accompanied with a **Non- refundable** amount of **Rs. 10000.00 (Rupees Ten Thousand)** only in offline mode in shape of **Demand Draft drawn in favour of Executive Engineer, Bhubaneswar (R&B) Division No.IV payable at Bhubaneswar towards Bid Processing Fee and a Bid security of 1% of the Offered Value** in shape of NSC / POTD / TDR / BG in prescribed format from any Nationalized Bank **duly pledged in favour of the Executive Engineer Bhubaneswar (R&B) Division NO-IV Bhubaneswar counter guaranteed by local branch at Bhubaneswar** along with the RFP as prescribed in the RFP failing which the bid will be rejected.*

7. The proposal physically will be accepted, as the applicant must submit the proposal through offline mode within the stipulated date and time as mentioned in the RFP.
8. The last date and time for submission of proposal, complete in all respect is as per the Bidder Data Sheet, and the date of opening of the technical proposal is as mentioned in the Bidder Data Sheet, which will be done in the presence of the bidder's representative at the specified address as mentioned in the Bidder Data Sheet. Representatives of the bidders may attend the meeting with due authorization letter on behalf of the bidder.
9. 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 [Section-6]
 - Bid Submission Checklist
 - Performance Bank Guarantee Format

Please note that collection of all data, survey, report, clearances required etc. shall be the obligation of the selected consultant. Available data with OBCC is being made available in the RFP document.

- g) Standard Form of Contract[Section-7]
 - h) Procedure under E-Tendering[Section-8]
10. 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,
BBSR (R&B) Division No.IV, BBSR**

SECTION: 2

INSTRUCTION TO BIDDERS

1. 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.

S.No.	Eligibility Criteria	Supportive Documents
1	Bidder <i>must be</i> empanelled with OB&CC Ltd. for providing 'Comprehensive Architectural Services' under Category – A or Category – B.	Letter / Notice of Empanelment with OB&CC
2	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)
3	The bidders shall submit a Power of Attorney in favour of the bidder's representative.	Copy of power of attorney.

**** Consortiums / Joint Ventures are not allowed. In case, any proposal is received from Consortium/ Joint Venture, the same shall be rejected.***

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

The bidders 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.
- Letter of Empanelment with OBCC Ltd for the relevant category.
- Bid Processing Fee &EMD as applicable.
- 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**¹ (Past Experience details, TECH – 5) along with copies of contracts / work orders / completion certificate from Clients

¹ Similar Nature – would refer to preparation of plans and designs for repair, renovation, retrofitting of Building (min built up area 12000 sft and 2 storied) including supervision work

- Undertaking for not having been black-listed by any Central / State Government / Any other autonomous bodies/ International & National Organization in the recent past on the letterhead of the bidder
- Affidavit regarding Conflict of Interest (TECH - 6)
- Comments / Suggestions regarding RFP / TOR (TECH - 7)
- Description of Approach & Methodology to undertake the assignment (TECH - 8)
- CV of Key Professionals (TECH - 9)
- Proposed work plan to carry out the assignment (TECH - 10)
- Bid Securing Declaration Form (TECH - 11)
- Declaration of Non-involvement in any legal conflicts or any pending legal issues with the Client during last 3 years. (on the letterhead of the bidder)
- All the pages of the proposal and enclosures / attachments are signed by the authorized representative of the bidder.

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 may 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. 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 **Rs. 10000.00 (Rupees Ten Thousand)** only in offline mode in shape of **Demand Draft drawn in favour of Executive Engineer, Bhubaneswar (R&B) Division No.IV payable at Bhubaneswar** as prescribed in the RFP failing which the bid will be rejected.

4. Earnest Money Deposit:

The bidders are required to deposit the **Bid security of 1% of the Offered Value** in shape of NSC / POTD / TDR / BG in prescribed format from any Nationalized Bank **duly pledged in favour of the Executive Engineer Bhubaneswar (R&B) Division NO-IV Bhubaneswar counter guaranteed by local branch at Bhubaneswar.**

5. Validity of the Proposal:

Proposals shall remain valid for a period of 120 (One Hundred and Twenty) days from the date of opening of the technical proposal. The Client reserves the rights to reject one or all proposals 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/ Pre-Proposal Meeting:

Bidders are allowed to submit their queries in respect of the RFP and other details, if any, to Executive Engineer, Bhubaneswar (R&B) Division No.IV, Bhubaneswar till the timeline as per Bidder Data Sheet. Clarifications to the above will be either uploaded on the tender portal of Government of Odisha <http://www.odisha.gov.in> or clarified through email to the respective bidders for the purpose of preparation of proposal.

Pre-proposal meeting will not be held owing to the current pandemic scenario.

7. Preparation and Submission of Proposal:

- (i) Detail RFP may be downloaded from <http://www.odisha.gov.in> and the Application should be submitted offline only.
- (ii) The following shall be the form of various documents in the Application:
 - (a) Technical proposal in a sealed cover as per requirement indicated in the RFP.
 - (b) Financial proposal in the prescribed format **in a separate cover**. The Financial Bid of the qualified bidder only will be opened.
 - (c) Bid Processing Fee in one Cover.
 - (d) EMD in another cover.
 - (e) All the above covers should be kept in a Large Single Cover. The name of the work should be written on all the covers.

The Applicant should submit the **Technical alongwith Financial Proposal in Original also in duplicate (Original+1 Copy)** as per the requirement of RFP which should be received in the office of the Executive Engineer, Bhubaneswar with the proper postal address of Client on or before due date and time as mentioned in the RFP. The RFP documents received after due date and time will not be entertained. The department is not liable/ responsible for any delay in receipt of documents for the reason whatsoever.

- (iii) Each page of the two parts (Original and Duplicate) 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 RFP. Any Proposal received after the deadline will be out rightly rejected by the Client.

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 Bidder or his authorized representative.

Any conditional bids will be out rightly rejected.

8. Opening of the proposal:

- (i) Completed proposal must be submitted on or before the time and date stated in the RFP.
- (ii) Opening of Proposals will be done through offline.
- (iii) For participating in the tender, the authorized signatory holding Power of Attorney shall be the Digital Signatory. In case the authorized signatory holding Power of Attorney and Digital Signatory are not the same, the bid shall be considered non-responsive.
- (iv) The Financial Proposal will be opened for the shortlisted applicants who qualify for financial opening as per RFP. The date of opening of Financial Proposal will be notified later.

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 with 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.
 - Letter of Empanelment for the relevant category.
 - Bid Processing Fee & Earnest Money Deposit (EMD) as applicable.
 - 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**²(Past Experience details, TECH – 5) along with copies of contracts / work orders / completion certificate duly signed by the Clients.
 - Undertaking for not having been black-listed by any Central / State Government / Any other autonomous bodies/ International & National Organization in the recent past on the letterhead of the bidder.
 - Affidavit regarding Conflict of Interest (TECH - 6)
 - Comments / Suggestions regarding RFP / TOR (TECH - 7)
 - Description of Approach & Methodology to undertake the assignment (TECH - 8)

² Similar Nature – would refer to preparation of plans and designs for repair, renovation, retrofitting of Building (min built up area 12000 sft and 2 storied) including supervision work

- CV of Key Professionals (TECH - 9)
- Proposed work plan to carry out the assignment (TECH - 10)
- Declaration of Non-involvement in any legal conflicts or any pending legal issues with the Client during last 3 years. (on the letterhead of the bidder)
- All the pages of the proposal and enclosures/attachments are to be signed by the Bidder or authorized representative of the bidder.

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

- **TECHNICAL EVALUATION (2ndStage):** Technical proposal will be 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.

S.N.	Bid Evaluation Parameters	Total / Maximum Marks
1	Highest Annual Turnover in last three Financial Years (Ending March'20)	15
1.a.	Highest Annual Turnover above INR 1 crore and up to INR 2 crore – 5 marks	5
1.b.	Highest Annual Turnover above INR 2 crore and up to INR 3 crore – 10 marks	10
1.c	Highest Annual Turnover above INR 3 crore – 15 marks	15
2	Similar Project Experience: Preparation of plans and designs for repair, renovation, retrofitting of Building (min built up area 12000 sft and 2 storied), including supervision work	15
2.a.	Experience of 1-2 similar project in last 5 years – 5 marks	5
2.b.	Experience of 3-4similar project in last 5 years – 10 marks	10
2.c.	Experience of more than 5similar project in last 5 years – 15 marks	15

3	Approach, Methodology and Work Plan (refer Tech-8 & Tech-10)	30
3.a	Overall Project Approach including design innovations, efficiency and sustainability	10
3.b	Project Methodology	10
3.c	Work Plan	10
4	Design Presentation	40
4.a.	Concept Plan for overall master planning and architectural designs for Odisha Bhawan & Odisha Niwas	25
4.b.	Team Composition (Key Personnel with similar project experience)	15

- (i). The total score obtained by the bidder above shall be the technical score (T) of the bidder.
- (ii). Applicants should satisfy basic criteria of experience and other requirements as mentioned in pre-qualification criteria. Applicants should score **at least 80 marks** for being considered for opening of financial bid. The financial offers of unsuccessful applicants will be returned without opening.
- (iii). If presentations form a part of the Technical evaluation, then bidders who qualify for pre-qualification stage, will be intimated the date, time and venue of such presentation at an appropriate date.

- **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 or 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:

Quality and Cost Based Selection (QCBS) method will be followed during the overall process. Minimum qualifying marks to qualify the Technical Proposal will be **80 out of 100**. During evaluation, quality score is assigned out of the maximum 100 marks to each of the responsive bids as per the scheme laid out in the RFP.

Financial proposals are then opened for only eligible and responsive offers and are also given a cost-score based on relative ranking of prices, with 100 for the lowest and pro-rated lower marks for higher priced offers.

For each Technical Proposal, the total points that can be awarded for each Bidder are 100, and the minimum technical score (Ts) that a Bidder requires to qualify for evaluation of the Financial Proposal is **80**.

- 1) **The total score obtained by the bidder in the Technical evaluation shall be the technical score (Ts) of the bidder.**

The applicant getting the highest technical score shall be given a relative score of 100 points (TM1). The relative technical scores of other proposals will be computed as follows:

$$\mathbf{T_s=100 \times T_1 / TM_1}$$

(T1=amount of Technical Proposal as quoted by the bidder; TM1= Highest Technical Score)

- 2) ***Opening of Financial Proposal***

Financial Score: The lowest financial proposal will be given a financial score (Fs) of 100 points. The financial scores of other proposals will be computed as follows:

$$\mathbf{F_s=100 \times FM_1 / F_1}$$

(F1=amount of Financial Proposal as quoted by the bidder; FM1= Lowest financial quote)

- 3) ***Combined and Final Evaluation***

Proposals will finally be ranked according to their combined Score (S) calculated based on technical (Ts) and financial (Fs) scores as follows:

$$\mathbf{S=T_s \times T_w + F_s \times F_w}$$

(Where **Tw** and **Fw** are weights assigned to Technical proposal and Financial Proposal as **0.7** and **0.3** respectively)

The Selected Applicant shall be the First Ranked Applicant (having the highest combined score). The Second and third Ranked Applicant shall be kept in reserve and may be invited for negotiations in case the first ranked Applicant withdraws or fails to comply with the requirements specified in the RFP document.

The bidder shall quote financial charges as a lump sum rate based on the 'Indicative Project Cost' mentioned in this RFP (Please refer Clause no. 7 of TOR). 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 percentage quoted by the bidder shall be inclusive of all taxes & duties (except GST which shall be paid extra at prevalent rates by the client).

11. Performance Bank Guarantee (PBG):

Within 7 days of notifying the acceptance of a proposal for award of contract, each qualified bidder shall have to furnish a **Performance Bank Guarantee amounting to 10% of the contract value** from a scheduled commercial bank situated in Bhubaneswar in favour of **Executive Engineer, Bhubaneswar (R&B) Division No.IV, Bhubaneswar** 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 3 months beyond the contract period as its commitment to perform services under the contract. Failure to comply with the terms & conditions of the contract agreement 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 and conditions of the contract shall be made except by written amendment duly approved by the competent authority and signed by both the parties. The contract will be valid for **12 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 of the same project by the empanelled 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:

- (i). 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 etc.) 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 receiver in relation to the Bidder's personal or business matters or an arrangement with creditors, or of any other similar proceedings.
- (ii). 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:

- (i). 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.
- (ii). 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 black list the bidder either in definitely 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 only**. 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. **A bidder is 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 Bhubaneswar 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 completes 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 timeline / milestone will enforce a penalty **@ 1% per week of subject to maximum of 10% of the total contract value**. The amount will be deducted from the subsequent payment. In addition, the PBG amount may 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. In such situations, the firm will be debarred from participation in future bids of this organization / department for next five years from the date of this occurrence and notifications.

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 at <https://odisha.gov.in>. 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, without assigning any reason there of and thereby incurring any liability to the bidders.

24. Copyright, Patents and Other Proprietary Rights:

EIC Building, Odisha, 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. 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 any reason.

26. Settlement of Dispute:

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.

27. 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 bid submitted with assumptions, conditions or uncertainty.
- 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 section process.

28. Liability:

The Liability of the selected agency under this agreement in any case shall not be beyond the amount of fees payable to the selected agency under this agreement.

29. Indemnity:

The Agency at all times during the pendency of this agreement, keep the Government/ Authority Indemnified to an amount not exceeding the total fees payable to the agency under this agreement.

SECTION: 3

TERMS OF REFERENCE (ToR)

1. Background

Odisha Bhaban and Odisha Niwas are the official residential accommodation/guest houses in New Delhi for government officials of the state of Odisha. Odisha Bhawan and Odisha Niwas are meant not only to provide accommodation, but also to showcase the art and culture of Odisha and facilitate public relation activities in the State. Odisha Bhawan and Odisha Niwas are both located in New Delhi.

The Authority, EIC-Buildings, Odisha intends to **Repair, Renovate and carry out Retrofitting works of Odisha Bhawan and Odisha Niwas in New Delhi**. Therefore the authority desires to engage an Architectural Firm empanelled with OBCC under Category-A and Category B to undertake comprehensive architectural services for the above work.

2. Objective

The main purpose of this Redevelopment project is, being old buildings their conditions need to be revamped in terms of interiors, exteriors and artwork to make them more usable and improve their aesthetics and functionality as per current requirement.

An overview of both the buildings is given below:

a) Odisha Bhawan

- No. of Storied: B+G+3 Storey
- Total number of Suite: 25 Nos (Including CM Suite, Governor suite & Chief Justice Room)
- Area of the plot: 18861.48 sft
- Basement area : 4794.98 Sft
- Ground floor area: 4436.73 sft
- First floor area: 5810.00 sft
- Second floor area: 4551.97 sft
- Third floor area: 4391.12 sft
Total : 23984.80 sft

b) Odisha Niwas

- c) No. of Storied: B+G+3 Storey
- d) Total number of Rooms: 49 Nos
- e) Area of the plot: 31721.244 sft
- f) Basement area : 9005.84 Sft
- g) Ground floor area: 9234.57 sft
- h) First floor area: 5891.84 sft
- i) Second floor area: 5891.84 sft
- j) Third floor area: 6369.11 sft
Total : 36393.20 sft

The object of the project are as follows:

- Renovation of interior such as wall panelling, bathrooms renovation.
- Exterior design focussed on lighting arrangements, wall cladding & Paints which represent Odisha culture (also in passage/ common Area)
- Beautification of Terrace of OB & portico of ON.
- Landscaping for both OB/ON

Following works need to be undertaken for the above purpose:

- a) Wall Painting
- b) Flooring
- c) Wall Cladding
- d) Jali Work
- e) Furniture
- f) Art Work
- g) Toilet Finishes
- h) Toilet Fixtures
- i) Terrace Garden
- j) Gazibo seating
- k) Site Landscaping
- l) False Ceiling
- m) Electrical & Plumbing Works
- n) Demolition of existing parking and construction of new parking
- o) Jali and screen to be provided on terrace for protection from monkey.
- p) Café development of approximate 1152 sqft

The site plan of Odisha Niwas at New Delhi and room specifications of Odisha Bhawan is provided in **Annexure 1**

3. Detailed Scope of Work

The scope of work of the project is **Repair, Renovation and Retrofitting of Odisha Bhawan and Odisha Niwas**

The broad activities of the bidder includes

- a) Concept Design
- b) Preliminary Design and preparation of detailed estimates
- c) Working Drawings and Tender Documents
- d) Appointment of Contractor
- e) Construction supervision
- f) Completion of the project

The Schedule of Services within the Scope of Work will include the following:

A. Stage 1 - Concept Design

1. Existing Context Analysis:

- a) Review of regulations, guidelines and previous planning documents - The Agency shall research and identify all codes, requirements, guidelines and standards pertaining to the job requirements.

- b) Architectural Design Elements: The Agency shall study and recommend appropriate design elements that could form a part of the overall design language of the public realm including future public facilities.
 - c) Identify any gaps and potential solutions for bridging the gaps from a regulation's perspective
- 2. Survey Review
 - a) Agency will be provided with existing available survey of the site. However, the Agency shall review and confirm that the surveys have been performed in adequate detail for their preparation of design.
- 3. Infrastructure investigation: The Agency shall perform a detailed review of available data of infrastructure services and amenities within the project area.
- 4. Concept Plan
 - a) Ascertain Client's requirements, examine site constraints & potential; and prepare a design brief for Client's approval.
 - b) Prepare report on site evaluation, state of existing buildings, if any; and analysis and impact of existing and/ or proposed development on its immediate environs.
 - c) Prepare drawings and documents to enable the Client to get done the detailed survey
 - d) Furnish report on measures required to be taken to mitigate the adverse impact, if any, of the existing and / or proposed development on its immediate environs.
 - e) Prepare conceptual designs with reference to requirements given and prepare rough estimate of cost on area basis.

Deliverables for Stage 1

- 1. *Preliminary Concept Plan including:*
 - a) *Vision, Design Philosophy & Key Components*
 - b) *Development Programme*
 - c) *Conceptual site plan at appropriate scale*
 - d) *Schematic landscape plan*
 - e) *Schematic site sections*
 - f) *Summary spreadsheets as appropriate*
- 2. *3D Walk through / animation / video*
- 3. *At least 10 indicative images rendered to give the idea of the schematic*

B. Stage 2 – Schematic Design

- 1. Modify the conceptual designs incorporating required changes and prepare the preliminary drawings, sketches, study model, etc., for the Client's approval along with preliminary estimate of cost on area basis.

2. The Agency shall submit preliminary concept for all the relevant components supported by 3D visualizations along with a preliminary cost estimate.
3. The Agency shall prepare and complete all finishes' schedules, material specifications and techniques, which are sensitive to the local context and principles of sustainability.
4. Prepare estimate as per **Delhi Schedule of Rates / CPWD** norms. The estimate shall also include the items which are not present in **Delhi Schedule of Rates / CPWD** norms, on prevailing market rate along with justification, specification.
5. The Agency shall submit the design and modify it if considered necessary by the Agency. Site inspections for finalization of above details shall be conducted by the Agency.
6. Prepare necessary documents to establish the minimum construction requirement at the site to meet the scale of facilities expected.
7. Review requirements for mandatory approvals from statutory bodies for any development in this area and assist client to obtain the same.
8. Obtain the approval of the Agency and submit 6 copies of approved site plan (layout plan).

Deliverables for Stage 2

1. *Preliminary Architectural drawings and Details of the proposed project*
2. *“Sketch-up” level 3-dimensional diagrammatic perspective Final Conceptual Plans and Details.*
3. *Final Project Report*
4. *At least 10 indicative images*

*Please note – Wherever the agency is required to prepare photographs, videos, animations, or document the entire project using professional services, the agency shall be required to provide the client with 3 options for vendors providing such services. The vendor will eventually be selected by the client in consultation with the agency.

C. Stage 3 – Preparation of Detailed Design

After approval of schematic design by the CLIENT, coordinate with The CLIENT and other consultants as necessary to prepare detailed design drawings. The Consultant will prepare tender drawings, specifications and schedule of quantities in detail to prepare final estimate of cost for Technical approval from Client. The drawings shall include:

i.) Master Planning & Architectural Design for Structures

1. Consolidated facilities architectural and engineering drawings including plans, sections, and elevations, and 3D model in CAD and PDF (interior and exterior). The scope shall consist of the following:

- a) Complete site plan showing location of all buildings, roads etc.
 - b) All building plans showing structural system, circulation cores etc.
 - c) General notes indicating material extents and any special conditions
 - d) Finishes Plan with all specifications for flooring, walls and ceilings
 - e) Preparing & producing cost estimate with specification/drawings for tender.
 - f) Area Summary
- 2. B2 - Interior Design (Fixed Elements):**
- a) Interior layouts showing furniture etc.
 - b) Wall and ceiling finishes and specifications
 - c) Elevations of each room showing building services and proposed finishes
 - d) Finishes plan with all specifications for flooring, walls, and ceilings
 - e) Reflective ceiling plans showing plasterwork / beams
 - f) Lighting & Electrical plans
 - g) Flooring plan

Deliverables for Stage 3

1. *Prepare detailed design drawings*
2. *Preparation of Detail BOQ & cost estimate as per applicable Schedule of Rate (SoR).*
3. *Prepare statutory drawings and documents for approval as per prevailing practice.*
4. *Prepare estimate as per applicable norms. The estimate shall also include the items which are not present in applicable norms, on prevailing market rate along with justification, specification.*
5. *List of applicable codes and standards.*
6. *Detailed tender drawing set, sufficient to explain the overall scheme, use of materials, construction technology or typical detailed proposed, etc.*
7. *Detail Estimates and technical specifications of various items proposed in the design*
8. *Preparation and issue of GFC*

D. Stage 4 – Preparation of Tender Documents

The Agency shall prepare the tender document for selection of construction Agency for execution of the project on Percentage rate contract basis. The Agency shall prepare such tender document based on the Standard Bid Document of Govt. of Odisha, for selection of Agency on Percentage rate contract basis. The Agency shall present the tender document to "tender review committee" and incorporate and modifications suggested.

1. Prepare tender drawings, specifications and schedule of quantities in detail to prepare final estimate of cost for Technical approval from Client. The tender documents including code of practice covering aspects like mode of measurement, method of

- payments, quality control procedures on materials & works and other conditions of contract.
2. The Agency shall prepare the tender document for selection of construction Agency for execution of the project on Percentage Rate Contract basis. The Agency shall prepare such tender document based on the Standard Bid Document of Govt. of Odisha, for selection of Agency on Percentage Rate Contract basis. The Agency shall present the tender document to "tender review committee" and incorporate the modifications suggested.

Deliverables for Stage 4

1. *Stakeholder meetings and Presentations of Final Conceptual Designs*
2. *Final physical model at an appropriate scale*
3. ***Tender document- Request for Proposal and Agreement on Govt. of Odisha Model***

E. Stage 5 – Appointment of Contractors

1. Provide a list of contractors to clients and other stakeholders for the purpose of inviting contractor
2. Assist client in the pre-qualification process and provide rating to the contractor profiles.
3. Prepare comparative statement, both Technical & Commercial and provide recommendation on the bids received
4. In conjunction with other consultants, advise on and obtain the Client's approval to a list of tenders for the Main and/or sub-contracts.
5. Assist client in negotiation with tenderers.
6. In conjunction with other consultants, advise Client on appointment of contractors.

Deliverables for Stage 5

1. *Monthly and Quarterly status update report of the works executed.*
2. *Construction phasing plan*
3. *Periodic Design validation report to monitor the design and detailing*
4. *Bid Documents.*
5. *Report on evaluation of Bid Proposal (evaluation of technical & financial bid with recommendations)*
 - a) *Pre-qualification evaluation report*
 - b) *Tender Documents*
 - c) *Minutes and summary for Pre-bid conference*
6. *Negotiations / Finalization of Agreement (final agreement and awards letter)*

F. Stage 6 – Construction Monitoring & Supervision

The Agency shall perform all works necessary to supervise the construction of the above-mentioned contract package under control and guidance of the Agency ensuring accomplishment of construction works as per the contract in accordance with the specifications and implementation program. The principal services to be rendered by supervision Agency, but not limited to, are the following:

1. Prepare and issue working drawings and GFC drawings and details for proper execution of works during construction.
2. Approve samples of various elements and components.
3. Program of works – to provide guidance for preparation and revision of program.
4. Visit the site of work, at intervals mutually agreed upon, to inspect and evaluate the Construction Works and where necessary clarify any decision, offer interpretation of the drawings /specifications, attend conferences and meetings to ensure that the project proceeds generally in accordance with the conditions of contract and keep the Client informed and render advice on actions, if required.
5. In order to ensure that the work at site proceeds in accordance with the contract documents/ drawings and to exercise time and quality controls, the day-to-day supervision will be carried out by a Construction Manager (Clerk of Works/ Site Supervisor), who shall work under the guidance and direction of the Architect and shall be appointed and paid by the Client.
6. Work Progress Report – to keep the Agency updated with monthly and quarterly Progress Reports depicting targets and achievement in approved formats.
7. Approval of working/shop drawings to be prepared by the contractor (i.e. drawings prepared by the contractor elaborating construction details which are not available in the contract drawings) without prejudice to the contractor's responsibility for correctness and accuracy of all details.

Deliverables for Stage 6

1. *Monthly and Quarterly status update report of the works executed.*
2. *Construction phasing plan*
3. *Periodic Design validation report to monitor the design and detailing*

G. Stage 7 – Completion

1. Coordination of approvals from department and stakeholders.
2. Preparation of communication and publication material about the project in consultation with the client.

3. Prepare and submit completion reports and drawings for the project as required and assist the Client in obtaining "Completion/ Occupancy Certificate" from statutory authorities, wherever required.

Deliverables for Stage 7

1. Obtain Completion / Occupancy certificate from statutory authorities with complete cooperation from client.
2. Issue two sets of as built drawings including services and structures at the end of Construction period. The drawings should be submitted in hard bound format and the soft files of the drawings should be submitted in a pen drive to the client.

4. Timelines / Milestones for Deliverables

Sl. No.	Description of Items	Corresponding time frame
1	Deliverable for Stage 1 – Concept Design	End of Week 1
2	Deliverable for Stage 2 – Schematic Design	End of Week 2
3	Deliverable for Stage 3 – Preparation of Detailed Design	End of Week 4
4	Deliverable for Stage 4 – Preparation of Tender Documents	End of Week 6
5	Deliverable for Stage 5– Appointment of Contractors	End of Week 14
6	Deliverable for Stage 6 – Construction Monitoring & Supervision	End of Week 14 onwards
7	Deliverable for Stage 7 – Completion	End of Project (50 weeks)

5. Expected schedule for completing the assignment

The deliverables up to stage 7 have been defined in clause 4 above.

6. Payment Terms and Schedule:

A. Consultancy Fee

Payment for the assignment shall be quoted by the applicant as a **lump sum amount in INR**. This cost shall be further converted to a percentage* of the total ‘indicative project cost’ mentioned below. The cost derived from the percentage shall be inclusive of all statutory government taxes and duties (if any) as applicable but excluding GST. GST, at the prevalent rate shall be paid extra as applicable.

**Please note that once the broad cost estimates for the projects are ascertained during preparation of tender documents by the agency and are approved by the client, all payments made to the agency till such date and all future payments due to the agency from that point, shall be adjusted as per the new, approved project cost and the percentage mentioned above.*

Indicative Project cost for the project is INR 20 Crore.

The agency is required to raise invoices for every payment milestone along with deliverables / copies of approval for deliverables already submitted to the client. The client, after necessary certification of the invoices, shall make payment to the agency. TDS shall be deducted by client as per statutory requirement and certificate for the same would be issued.

The payment schedule shall be as per the table below:

S. No.	Description of Items	Payment eligible as percentage of total Consultancy fee payable
1	Appointment of Consultant / Agency	5%
2	Deliverable for Stage 1 – Concept Design	On deliverables submission – 5% On deliverables approval – 5%
3	Deliverable for Stage 2 – Schematic Design	On deliverables submission – 10% On deliverables approval – 5%
4	Deliverable for Stage 3 – Preparation of Detailed Design	On deliverables submission – 10% On deliverables approval – 5%
5	Deliverable for Stage 4 – Preparation of Tender Documents	On deliverables submission – 10% On deliverables approval – 5%
6	Deliverable for Stage 5 – Appointment of Contractors	On deliverables submission – 5%
7	Deliverable for Stage 6 – Construction Monitoring & Supervision	On completion of 20% of work – 6% On completion of 40% of work – 6% On completion of 60% of work – 6% On completion of 80% of work – 6% On virtual completion of work – 6%
8	Deliverable for Stage 7 – Completion	On submission of completion report, issuance of occupancy certificate – 5%

Section: 4

**Technical Proposal Submission
Forms**

TECH -1

COVERING LETTER
(ONBIDDER'S LETTERHEAD)

[Location, Date]

To,
Executive Engineer,
Bhubaneswar (R&B) Divn. No.IV,
Nirman Soudh
Keshari Nagar, Unit -V
Bhubaneswar- 751001, Odisha
Contact No.: 0674- 2390245
e-mail-eernb4bbsr@gmail.com

Subject: Selection of an Agency for providing Design Consultancy and Project Supervision Services for Odisha Bhawan and Odisha Niwas at New Delhi

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. Our proposal will be valid for acceptance up to **120 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/To re-including of our technical & financial proposal is found to be deviated, then your organization / department shall have rights to reject our proposal including for feature 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 Organization (General Detail)

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: Offline reference No.: Date: Name of the Bank:	
7	EMD Details Amount: Offline reference No.: Date: Name of the Bank:	
8	PAN Number	

9	Goods and Services Tax Identification Number(GSTIN)	
10	Willing to carryout assignments as per the scope of work of the RFP	YES
11	Willing to accept all the terms and conditions as specified in the RFP	YES

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

Name and Designation with Date and Seal: _____

TECH - 3

Bidder Organisation (Financial Details)

Financial Information in INR				
Detail	<u>FY-17-18</u>	<u>FY 18-19</u>	<u>FY 19-20</u>	Highest
Annual Turnover(in Crore)				

Supporting Documents:

Audited certified financial statements for the last **Three FYs (preceding the Financial year in which the proposal is due)** (Submission of copies of Income & Expenditure Statement and Balance Sheet for the respective financial years is mandatory along with this form). In case audited statement for FY 19-20 are not available, bidder may provide provisional statement for the same.

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.

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 with Mb No and email ID: _____

[NB: 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 Organisation) in witness where of certify that <**Name of person**> is authorized to execute the attorney on behalf of <**Name of Organisation**>, <**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 completed assignments of similar naturein any sector during last Five years)**

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							
4							
5							

Authorized Signatory [In full and initials]: _____

Name and Designation with Date and Seal: _____

Note: Bidders are requested to furnish the list limited to 8 assignments of similar undertaken during the last 5 Years (preceding the due date of proposal) 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.

**** Similar nature of work refers to preparation of plans and designs for repair, renovation, retrofitting of Building (min built up area 12000 sft and 2 storied) including supervision work**

TECH - 6

**INFORMATION REGARDING ANY CONFLICTING ACTIVITIES AND DECLARATION
THERE OF**

Are there any activities carried out by your agency which are of conflicting nature as mentioned in Section2: [Information to the Bidder] under Eligibility Criteria: Para (4). If yes, please furnish details of any such activities.

If no, please certify,

INBIDDER'S LETTER HEAD

I, hereby declare that our agency as Individual is not indulged in any such activities which can be termed as the conflicting activities as mentioned in **Section2: [Information to the Bidder] under Eligibility Criteria: Para (4)**.

I, also acknowledge that incase 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 in to consideration without adequate justification. Any change in man power resources will not be taken into consideration]

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

[Comment hereon 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 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 to be addressed and their importance, and explain the technical approach to be adopted to address them. It is suggested to present their 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: _____

TECH - 9

Format of Curriculum Vitae (CV) for Proposed Key Professional

1. Proposed Position:

[For each position of key professional separate form Tech-9 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 of the 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 employ in 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.]

<i>Name of the Project</i>	
<i>Year</i>	
<i>Location</i>	
<i>Name of the Client</i>	
<i>Project Feature</i>	
<i>Position Held</i>	
<i>Activities Performed</i>	

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: _____

PROPOSED WORK PLAN TO CARRY OUT THE ASSIGNMENT

Week →						
Sequence of Study Activities / Sub Activities ↓	1	2	3	4	5	6

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: _____

TECH - 11

FORMAT FOR BID SECURING DECLARATION

(On Bidder's Letter Head)

I, the (Designation) of (Name of the Organization) in witness whereof agree to submit this Bid Securing Declaration Form as a part of our Technical Proposal. We understand that we shall be liable under this declaration to comply with all terms and conditions of the RFP. This declaration shall be in force, until the selected bidder is announced by the client or in case our bid is selected, this declaration shall be in force till we submit the Performance Bank Guarantee as per the provisions of this RFP.

While this declaration is in force, we understand that the client may cancel our empanelment and / or blacklist us from participating in any further tendering process in the state under the following reasons:

1. We withdraw our proposal during the bid validity period as specified in the RFP.
2. We do not respond to requests for clarification on our proposal
3. We fail to provide required information during the evaluation process or are found to be non-responsive or have provided false information in support of our qualification.
4. If we fail to:
 - a. Provide any clarifications to client
 - b. Agree to the decisions of the contract negotiation meeting.
 - c. Sign the contract within the prescribed time period (15 days)
 - d. Furnish required Performance bank guarantee on time
5. Any other circumstance which holds the interest of the client during the overall selection process.

Name of the Authorized Representative:

(Signature of the Authorized Representative with Date)

Address of the Bidder:

Section: 5

**Financial Proposal Submission
Forms**

To be submitted along with this RFP document.

Section 6

Annexure

Annexure-I – Bid Submission Checklist

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 Rs. 10000.00/- paid offline		
4.	1% of the offered Value towards EMD		
5	Copy of Certificate of Incorporation/Registration of the Bidder		
6	Copy of PAN		
7	Copy of Goods and Service Tax Identification Number (GSTI)		
8	Annual Turn over for last 3 years ending 31.3.2020.		
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) in favour 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 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 suggestion s(TECH-7)		
16	Description of Approach, Methodology & Work Plan (TECH-8)		
17	CV of Key Professionals(TECH-9)		
18	Work Plan(TECH-10)		
19	Bid Securing Declaration Form (TECH-11)		

Undertaking:

- *All the information has been submitted as per the prescribed format and procedure.*
- *All pages of the proposal have been sealed and signed by the bidder or their authorized representative of the bidder.*

Bidder & his Authorized Signatory [In full and initials]: _____

Name and Designation with Date and Seal: _____

Annexure – II

PERFORMANCEBANKGUARANTEEFORMAT

To,
The Executive Engineer,
Bhubaneswar (R&B) Divn. No.IV
Nirman Soudh
Keshari Nagar, Unit -V
Bhubaneswar- 751001, Odisha
Contact No.: 0674- 2390245
e-mail- eernb4bbsr@gmail.com

WHEREAS____(Name and address of the Consultant) (here in after called “the Consultant”) has undertaken, in pursuance of RFP No_____ dated _____ to undertake the service “**Selection of an Agency for providing Design Consultancy and Project Supervision Services for Odisha Bhawan and Odisha Niwas at New Delhi**”(herein called contract) **AND WHERE AS** it has been stipulated by **The Executive Engineer, Bhubaneswar (R&B) Divn. No.IV** 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 there in as security for compliance with its obligations in accordance with the contract; **AND WHERE AS** 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 here by 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 date 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

Section 7

Standard form of Contract

Note: This draft Agreement is a generic document and shall be modified based on particulars of the Project.

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 Employer

CONTRACT FOR CONSULTANTS' SERVICES

Between

**Executive Engineer,
Bhubaneswar (R&B) Divn. No.IV,
Bhubaneswar**

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 Governor of Odisha acting through **Executive Engineer, Bhubaneswar (R&B) Divn. No.IV**, (office address), [name of employer] (hereinafter called the “Employer”), 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 Governor of Odisha

[Executive Engineer, Bhubaneswar (R&B) Divn. No.IV.]

(Witnesses) [Authorized Representative]

(i)

In presence of (Witnesses)

(ii)

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

1. GENERAL PROVISIONS

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

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

1.2 Relationship Between the Parties

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the “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.

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

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

1.5 Notices

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

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

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

1.7 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.

1.8 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.

1.9 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.

1.10 Fraud and Corruption

1.10.1 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:

- a. “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;
- b. “fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
- c. “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, non- competitive levels;
- d. “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;

1.10.2 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;

1.10.3 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

2.1 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.

2.2 Termination of Contract for Failure to Become Effective: If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as specified in

the SC, 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.

2.3 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.

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

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

2.6 Modifications or Variations:

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

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

2.7 Force Majeure

2.7.1 Definition

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

2.7.2 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.

2.7.3 Measures to be Taken:

- a. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- b. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- c. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- d. During the period of their inability to perform the Services as a result of an event of Force Majeure, the 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 GC8.

2.8 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.

2.9 Termination

2.9.1 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”.
- f. If the Consultant places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Employer.
- g. 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.
- h. 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.
- i. If the “Employer”, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.9.1.1 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).

2.9.2 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 GC2.9.2.

- 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.

2.9.3 Cessation of Rights and Obligations: Upon termination of this Contract pursuant to Clauses GC 2.2 or GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof, (iii) the 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.

2.9.4 Cessation of Services: Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the 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.

2.9.5 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 making 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 (45) 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

3.1 General

3.1.1 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.

3.2 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.

3.2.1 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”.

3.2.2 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.

3.2.3 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.

- 3.3 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.
- 3.4 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.
- 3.5 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.
- 3.6 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) **Subcontracts:** 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.
- 3.7 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.
- 3.8 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.

3.9 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.

3.10 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

4.1 General: The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services.

4.2 Description of Personnel:

- a. The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the 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.
- c. If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by agreement in writing between the "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.

4.3 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".

4.4 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.

4.5 **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”

5.1 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.

5.2 Change in the Applicable Law Related to Taxes and Duties : If, after the date of this Contract, there is any change in the Applicable Laws of 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).

5.3 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 E.

(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.

5.4 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.

5.5 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 THECONSULTANT

6.1 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.

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

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

- a. The 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 SC13.
- 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 re- submits 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 herewith:
 - 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

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

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

8. SETTLEMENT OF DISPUTES

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

8.2 Arbitration: In the case of dispute arising upon or in relation to or in connection with the contract between the 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

- 9.1 The parties hereby agree that due to negligence of act of any party, if the other party suffers losses, damages the quantification of which may be difficult, and hence the amount specified hereunder shall be construed as reasonable estimate of the damages and both the parties agree to pay such liquidated damages, as defined hereunder as per the provisions of this Contract.
- 9.2 The amount of liquidated damages under this Contract shall not exceed [] % of the total value of the contract as specified in Appendix D.
- 9.3 The liquidated damages shall be applicable under following circumstances:
- a. If the deliverables are not submitted as per schedule as specified in SC 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.

II. 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

		<p>Employers/“Employer’s. In this regard the parties should be aware of the Employer’s policy on this matter which is as follows:</p> <ol style="list-style-type: none"> 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> <ol style="list-style-type: none"> (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]; (b) Third Party liability insurance, with a minimum coverage of [insert amount and currency]; (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]; (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 (e) Insurance against loss of or damage to <ol style="list-style-type: none"> (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant’s property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services, by theft, fire or any natural calamity. <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:</p>

		{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.}
10	4.6	{The person designated as resident project manager in Appendix C shall serve in that capacity, as specified in Clause GC 4.6.}
		Note: If there is no such manager, delete this Clause SC4.6.
11.	{5.1 }	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.
12.	6.1(b)	The ceiling in local currency is: [insert amount and currency]
13.	6.3	[Delete whichever is not applicable]

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

Activity1:

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

Activity2:

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.
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Binding signature of Employer Signed by _____

Binding signature of Contractor Signed by _____

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

In the
presence of
(Witnesses)

1.

2.

IV. APPENDICES

Appendix A: Description of the Services

Details as per TOR

Appendix B: Reporting Requirements

Please refer TOR

Appendix C: Staffing Schedule

The Consultants Key personnel and all other Professional / Sub Professional / Support Staff/Sub-Consultancy personnel shall work as per Government of Odisha Calendar and as required by the client from time to time. The Consultant shall work as per the work program of the Contractor. In this context, in case the work plan of the Consultant needs suitable modifications, the same shall be carried out and submitted to the client for consideration. The Consultants hours of work normally shall match with that of Contractor's activities on the site. No extra remuneration shall be claimed or paid for extra hours of work required in the interest of Project completion.

Appendix D: Total Cost of Services In

Appendix E: Duties of the “Employer”

Please refer TOR

Section 8

Procedure for Tendering

DEFINITIONS

This tender procedure will be conducted through offline mode and will available within the stipulated period on this website - <https://www.odisha.gov.in>

DISCLAIMER

The Applicant must read all the instructions in the RFP and submit the same accordingly.

Annexure 1

Odisha Bhawan (suite)

Chief Justice

Bed room1 =20'x16'=320 Sqf (Incl. Bath room=5'10"X8'9")

Bed room2 =20'x16'=320 Sqf (Incl. Bath room=5'10"X8'9")

Drawing room =12'x12'=144 Sqf

Drawing + Dining =22'x12'=264 Sqf

Total Area =1048 Sqf

Governor's suite

Bed room =17'x25'=425 Sqf (Incl. Bath room=6'X10')

Drawing + Dining =26'x24'=624 Sqf (Incl. Bath room=8'X5')

Total Area =1049 Sqf

CM suite

Bed room =30'x16'=480 Sqf (Incl. Bath room=7'8"X7'8")

Drawing+ Dining =30'x23'=690 Sqf

Conference Hall =25'x12'=300 Sqf (Addl. Bath room==8'x5')

Office room =16'x10'=160 Sqf

Corridor =10'x10'=100 Sqf

Total Area =1770 Sqf

Small room(201) (12 Nos.)

Bed room =14'x17'=238 Sqf (Incl. Bath room=8'8"X5'4")

Medium room(108) (10 Nos.)

Bed room =26'x11'=286 Sqf (Incl. Bath room=8'0"X5'4")

Site Plan of Odisha Niwas