



Government of Odisha
Odisha Urban Housing Mission (OUHM)
Housing & Urban Development Department
(Unnati Bhawan, 4th Floor, Satyanagar, Bhubaneswar-751007)
(email-ouhmodisha@gmail.com)

No. 733 Date: 27.05.2022
OUHM(PMAY)61/2022

From

Shri Shishu Kujur,
Under Secretary to Government, OUHM
H & UD Department

To

The Director,
I & PR Department, Govt. of Odisha, Bhubaneswar

Sub: Publication of Advertisement for floating of RFP for Establishment and Operationalization of State Level Technical Cell (SLTC) and City Level Technical Cell (CLTC) under Pradhan Mantri Awas Yojana (Urban) in Odisha

Sir,

In inviting a reference to the above noted subject, I am directed to enclose herewith the attachment for floating of RFP and to request you to publish the same on **28.05.2022** in the Samaj, the Sambad and the Times of India for wide publicity.

The bill towards publication of the above advertisement along with the copies of the news paper may be sent to the Mission Director, Odisha Urban Housing Mission (OUHM) for payment.

Encl: As above.

Yours faithfully,

[Signature] 27/5/22

Under Secretary to Government, OUHM

Memo No. 734 Dt. 27.05.2022

Copy along with soft copy of the above RFP forwarded to the Team Leader, TASU, H & UD Department with a request to upload the same in the Department website on **28.05.2022** positively.

[Signature] 27/5/22

Under Secretary to Government, OUHM



Government of Odisha
Housing & Urban Development Department
Odisha Urban Housing Mission (OUHM)
(Unnati Bhawan(4th Floor), Satyanagar, , Bhubaneswar-751007)
(e.mail-ouhmodisha@gmail.com)

RFP No.-07

Date 27.05.2022

REQUEST FOR PROPOSAL

RFP for Establishment and Operationalization of State Level Technical Cell (SLTC) and City Level Technical Cell (CLTC) under Pradhan Mantri Awas Yojana (Urban) in Odisha.

Period of Availability of RFP Document	28.05.2022 to 27.06.2022 Downloadable from what's new link of H & UD Department link www.urbanodisha.gov.in
Date for Pre-bid meeting regarding RFP	07th June, 2022
Last Date of Submission of Proposal	16th June 2022 up to 5.00 PM- Bids received after 5:00 PM will be rejected. (Through Speed Post/Registered Post /By hand)
Address for submission of RFP	The Mission Director, Odisha Urban Housing Mission (OUHM), Unnati Bhawan(4 th Floor), Satyanagar, Bhubaneswar-751007. Contact No.-0674-2572232 e-Mail- ouhmodisha@gmail.com
Date, Time & Venue of Opening of RFP	Date – 17th June, 2022 Time – 11.30 AM (Technical Proposal only) Venue- Conference Hall of Odisha Urban Housing Mission (OUHM)

The other details may be referred from the RfP. Applicants/ Authorized representatives may be present at the time of opening of bid.

-Sd/-

Mission Director
Odisha Urban Housing Mission
State Nodal Officer, PMAY(U),
H & UD Department



**RFP for Establishment and
Operationalization of State Level
Technical Cell (SLTC) and City Level
Technical Cell (CLTC)**

under

**Pradhan Mantri Awas Yojana,
Urban in Odisha**

Date: 27th May, 2022



**Mission Director,
Odisha Urban Housing Mission
State Level Nodal Agency, PMAY (U),
H&UD Department
4th Floor, Unnati Bhawan, Satya Nagar,
Bhubaneswar, PIN: 751007,
Contact No: 0674-2572232 (Office)**

Invitation for Bid

RFP No: 07

Bhubaneswar Dated: **27th May, 2022**

Sealed proposals are invited by **the Mission Director, Odisha Urban Housing Mission (OUHM), Housing & Urban Development Department** from amongst consultancy firms/ agencies for Establishment and Operationalization of State Level Technical Cell (SLTC) and City Level Technical Cell (CLTC) for a period of One year for implementation of Pradhan Mantri Awas Yojana Urban (PMAY-U) in Odisha. The contract will be initially for a period of one year from the effective date of contract or closure of the PMAY (U) Program whichever is earlier. However, the contract can be renewed further for a period of one year on the same terms and conditions, subject to satisfactory performance. The selection will be based on Quality and Cost Based Selection (QCBS) method. The bidders have to submit technical and financial proposal. Further details of the services requested are provided in the various annexure enclosed with this letter.

The completed Proposal for the work in prescribed format shall be received up to **5.00 PM on 16th June, 2022**. The sealed proposals can be sent well in advance by registered post or speed post or courier to **The Mission Director, Odisha Urban Housing Mission, H & UD Department, 4th Floor, Unnati Bhawan, Satya Nagar, Bhubaneswar, PIN: 751007 (ouhmodisha@gmail.com)**. Bidders can also submit proposal by hand to above office.

The Technical Proposal received shall be opened on **17th June ,2022** and the Financial Proposals shall be opened on **21st June 2022** in the presence of the committee and representatives of bidders. Bidders are requested to ensure presence of their representative at the time of opening of the bid, who must submit an authorization letter from the bidder.

This RFP includes the following documents:

- i. This Letter of Invitation (LoI)
- ii. Instructions to Bidders (Annexure - I)
- iii. Data Sheet and Check List (Annexure - II)
- iv. Technical Proposal Standard Forms (Annexure – III)
- v. Financial Proposal Standard form (Annexure—IV)
- vi. Terms of Reference (ToR) (Annexure – V)
- vii. Standard Contract Document (Annexure - VI)
- viii. Bank Guarantee Format for Performance (Annexure - VII)

While all information/data given in the RFP are, to the best of the Client's knowledge accurate within the consideration of scope of the proposed contract, the Client holds no responsibility for accuracy of information and it is the responsibility of the Bidder to check the validity of information/data included in this document.

The Client reserves the right to cancel the entire bid process or part of it, at any stage without assigning any reason thereof.

Interested Bidders may obtain further information from the office of the Mission Director, Odisha Urban Housing Mission, H & UD Department, 4th Floor, Unnati Bhawan, Satya Nagar, Bhubaneswar, PIN: 751007

SD/-
Mission Director,
OUHM, H&UD Dept.
Govt. of Odisha

Annexure – I

Instructions to Bidders

1. Introduction

- 1.1. These instructions should be read in conjunction with information specific to the consulting services contained in the Covering Letter, Data Sheet and accompanying documents.
- 1.2. The bidder to submit Technical and Financial Proposal and selection shall be based on QCBS. The Bidder has to apply for State Level Technical Cell (SLTC) and City Level Technical Cell (CLTC) as a single package. Any agency applying for part of the scope will be rejected.
- 1.3. The Bidder shall bear all costs associated with the preparation and submission of its proposal and contract negotiation.
- 1.4. The Client is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to award of contract without thereby incurring any liability to the bidder.
- 1.5. In no case, sub-letting of "overall works" would be accepted.

2. Eligible Bidder

- 2.1 In this case, the eligible Bidder is an institute of repute/center of excellence/ consultancy firm having experience of successfully executing at least three similar projects for at least one year (operation of PMU/ PMC/ SLTCs/ PIU/ CLTC/ Project Management Unit/Technical Support Unit/Urban Reforms Cells funded under Central/State/Local Government Schemes/ External Aided Projects) with annual contract value of the project being not less than Rs. 2.00 Crore.
- 2.2 Agencies which are not having experience in handling similar assignments CAN NOT participate in the bidding process.
- 2.3 Bidders shall provide evidence of their experience in consultancy service in Urban Sector for more than 5 years.
- 2.4 The bidders must have at least 100 persons in their payroll as full time/contractual employees as on 31/03/2022.
- 2.5 "Average" of last 3 years Annual consultancy turnover of the bidder should be more than Rs. 15.00 Cr during last 3 financial years. ** If FY2021-22 is not audited yet, preceding three years, that is FY2018-19, FY19-20 and FY20-21 must be submitted.*
- 2.6 No Joint/Consortium bid is permitted.
- 2.7 The agency should not have been blacklisted by any state government, central government or any other public sector undertaking or a corporation as on the date of this RFP. An undertaking to this effect should be submitted.
- 2.8 The bidder must have an office in Bhubaneswar or to furnish an undertaking to open an office if selected to coordinate with OUHM.

3. Conflict of Interest

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

4. Disclosure

- 4.1 Bidders have an obligation to disclose any actual or potential conflict of interest. Failure to do so may lead to disqualification of the Bidder or termination of its Contract.
- 4.2 Bidders must disclose if they are or have been the subject of any proceedings (such as blacklisting) or other arrangements relating to bankruptcy, insolvency, or the financial standing

of the Bidder, including but not limited to appointment of any officer such as a receiver in relation to the Bidder's personal or business matters or an arrangement with creditors, or of any other similar proceedings.

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

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

5. Anti-corruption Measure

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

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

6. Clarification on Provisions of the RFP Document

Interested Bidders may seek clarification on any of the provisions in the RFP document through e-mail to ouhmodisha@gmail.com addressed to the Client's Representative. Such requests for clarification shall be entertained up to **7th June, 2022**. Response to all clarifications received through e-mail and shall be mailed back to the prospective Bidders within 5 working days.

7. Amendment of the RFP document

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

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

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

8. Language of Proposals

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

9. Cost of bidding

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

10. Taxes

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

11. Submission of Proposal

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

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

12. Documents comprising the Proposal

Bidders shall submit one sealed envelope, containing two separate sealed envelopes for Technical and Financial Proposal respectively. The Technical Proposals will be opened at the date and time specified in the Data Sheet.

13. Proposal validity

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

13.2 A Proposal valid for a shorter period shall be considered non- responsive and will be rejected by the Client.

14. Format and Signing of Proposals

14.1 A Technical and Financial Proposal (original) as mentioned in the Data Sheet shall be submitted in the prescribed format attached with this RFP document at *Annexure- III & Annexure-IV*

14.2 The original Proposal shall be signed by a person duly authorized to sign on behalf of the Bidder. The name and position of the person signing the authorization must be typed or printed below the signature. All pages of the Proposal shall be signed by the person signing the Proposal.

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

15. Deadline for Submission of Proposals

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

16. Late Proposals

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

17. Evaluation of Offers:

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

Technical evaluation of the bid would be carried out applying the evaluation criteria specified below. Each respective technical bid will be attributed a technical score as per following breakup:

SN	Main Criteria and Weights * out of Total 100 marks	Sub Criteria	Sub Weights
1.	Financial Strength - 15 marks	Consultancy Turnover (average 3 years) <i>For Average Turn Over of Rs. 15.00 Crores - 5 marks, For every additional Rs. 1 Crores - 1 mark each, Max - 10 marks</i>	10
		Net Worth (average 3 years) <i>For Average NW of Rs. 1 crore - 2 marks, For every additional Rs. 50 lakhs - 1 mark each, Max - 5 marks</i>	05
2.	Institutional Strength – 20 marks	Quality and Number of OWN Faculty/ Expert/ Technical Support <i>(In 5 specified domain areas with Minimum Qualification – Postgraduate in relevant subject and Minimum 20 years’ experience in specified domain area) Maximum 3 experts in each domain area. 1 Mark each for eligible expert- Max – 15 marks</i>	15
		Total No. of Personnel in the Payroll of the Institution <i>For 100 –2 mark, every additional 50 nos. 1 mark, Max—5 marks</i>	05
3.	Similar Experience (Establishment and operationalization of PMU/ PIU/ PMC/ SLTC/ CLTC/Ect. - in last 5 years up to 31/03/2022) – 15 marks	Similar project with operation of at least 1 year & with annual contract value of the project awarded being not less than Rs. 2.00 Crore. <i>For each eligible and successful project in urban areas 2 marks subject to a max. of 10 marks</i> <i>For each eligible and successful projects relating to housing additional 1 mark subject to a max. of additional 5 marks.</i>	15
4.	CVs of 6 SLTC professionals, who are proposed to be offered for the package - 15 marks (2.5 marks for each expert)	Professionals with respective Qualifications and relevant Experience as per ToR <i>Relevant qualification 1 Mark</i> <i>5-10 years of relevant experience – 1 Mark</i> <i>Above 10 years of relevant experience – additional 0.5 Marks</i>	15
5.	CVs of 10 best CLTC professionals, who are proposed to be offered for the package -10 marks (1 mark for each CV)	Qualification – Professionals with BTech in Civil Engineering with min. 5 Years of Experience <i>Candidates with 5-10 years of experience with B.Tech degree will get 1 mark each.</i>	10
6.	Methodology including Management Plan – 25 marks (Based on presentation)	Appreciation of the project and response to the ToR	10
		Methodology including work plan and proposed management plan	10
		Provisions to secure and retain professionals	05

*Note: Professionals well versed with the PMAY(U) Scheme and acquainted with respective ULBs will be preferred

Based on the evaluation of technical bids, the bidders shall be ranked highest to lowest technical score (ST) in accordance with the total marks obtained. The bidders with technical bid score of minimum 70% & above will be considered technically qualified for further process. The price bids of technically qualified bidders will only be opened for financial evaluation.

- a) **The price bid where Price offered is less than minimum cost mentioned at ANNEXURE-II clause A.7 will be rejected.** In case of CLTC, Salary and Travel/Dearness Allowance (TA/DA) per professionals is fixed which will be paid directly to professional's bank accounts, post statutory (PF & ESI if applicable) deduction as per Employees' Provident Funds and Miscellaneous Act, 1952. The bidders to quote a service charge (in %) which will be calculated on the total salary & TA/DA paid to CLTC professionals. The value of service charge will be the financial bidding parameter. The financial score for evaluation will be based on the pre-GST value.
- b) In case of SLTC, the bidders to submit total monthly salary offered (flexible) to professionals but the floor for combined salary of 6 professionals are set at Rs 6,50,000 per month and no individual SLTC professional should be offered a monthly salary below Rs. 85,000/-. However, the FIRM may decide to pay more or less salary to some professionals on the basis of competency & experience of the incumbent to enhance standards of performance and retain talent. The bidders to submit monthly salary to offer for 6 SLTC professionals and the service charge on the total salary, for the bidding. The non-salary components, like Travel & Dearness Allowance of SLTC professionals will be provided by SLNA as per actuals. Hence, the service charges (in %) quoted by bidder shall be calculated only on total salary. The financial score for evaluation will be based on the pre-GST value.
- c) The competent authority reserves the right to reject financial bids where service charges offered are very less and un reasonable. Price offered not complying to above condition will also be rejected.
- d) **Quality and Cost Based Selection (QCBS) method will be followed during the overall selection process.** Based on the evaluation of technical (ST) proposal, the technically qualified bidders shall be ranked highest to lowest Technical Score in accordance to the marks obtained during the technical evaluation stage. There shall be 70% weightage to technical score and 30% weightage to financial score. The lowest financial bid will carry the highest Financial Score (SF).

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

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

where, SF= Normalized financial score of the bidder under consideration Fmin=Minimum financial quote among the technically qualified bidders, Fb= Financial quote of the bidder under consideration

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

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

Final Score for evaluation will be based on the QCBS method.

18. Presentation:

The consultant will have to make a presentation to CLIENT as part of Technical Evaluation process. The presentation shall cover in sufficient, detail the appreciation of the project, Approach and Methodology, proposed organizational structure, work program, implementation strategy, and provisions to secure and retain professionals. The objective of presentation is to enable CLIENT to evaluate the consultant regarding their understanding and preparedness for the assignment.

Clarifications, if any, as required by CLIENT will also be discussed. The date and venue of presentation is mentioned clause A. 25 of Annexure II. In case of any modification on the same, it will be intimated on the day of opening of technical bid or at least one week in advance.

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

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

19. Award of Contract Notification

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

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

20. Negotiations/Clarifications

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

21. Signing of Contract

21.1 After notification, the Client shall communicate to the successful Bidder to sign the Contract. Standard Contract Document (see Annexure - VI)

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

21.3 All formalities of negotiation and signing of contract will be completed within Fifteen (15) days of notification of award.

Annexure – II
Data Sheet and Check List

A. Data Sheet:

1.	Title of Consulting Service: “Establishment and Operationalization of State City Level Technical Cell (SLTC) and City Level Technical Cell (CLTC) under Pradhan Mantri Awas Yojana, Urban (PMAY-U) in Odisha”																	
2.	Name of the Client: Mission Director, OUHM, Housing & Urban Development Department, Govt. of Odisha																	
3.	Method of selection: Quality and Cost Based Selection (QCBS) through bids from consultancy firms/ agencies.																	
4.	Selection of consultancy firm/agency: The bidders have to submit the technical Proposal giving their credentials, experience, financial status as per technical proposal form given at Annexure – III & Financial proposal as per Annexure – IV. The evaluation shall be made as per evaluation criteria specified at Annexure – I (Clause-17).																	
5.	Number of CLTC professionals to be placed and details of specialists to be placed in above are as per Annexure – V (Clause-15).																	
6.	Technical proposal to be submitted: YES, as per the form given at Annexure –III along with all supporting documents.																	
7.	<p>Financial proposal to be submitted: Financial proposal to be submitted: YES, as per the form given at Annexure –IV along with all supporting documents, if necessary.</p> <p>The salary to the professionals will be as prescribed along with the service charges will be quoted by the bidder.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Establishment & Operationalization of SLTC & CLTC</th> <th style="text-align: center;">Monthly Cost (Rs .in lakh)</th> <th style="text-align: center;">Annual Cost (Rs. in lakh)</th> </tr> </thead> <tbody> <tr> <td>SLTC (Salary)</td> <td style="text-align: center;">6.50</td> <td style="text-align: center;">78.00</td> </tr> <tr> <td>CLTC (Salary & TA/DA)</td> <td style="text-align: center;">28.08</td> <td style="text-align: center;">336.96</td> </tr> <tr> <td>Service Charges @ 5% (Minimum)</td> <td style="text-align: center;">1.73</td> <td style="text-align: center;">20.75</td> </tr> <tr> <td style="text-align: center;">Total</td> <td style="text-align: center;">36.31</td> <td style="text-align: center;">435.71</td> </tr> </tbody> </table> <p>The Minimum Annual Cost of the contract shall be Rs 435.71 lakhs, which excludes GST as applicable from time to time.</p>			Establishment & Operationalization of SLTC & CLTC	Monthly Cost (Rs .in lakh)	Annual Cost (Rs. in lakh)	SLTC (Salary)	6.50	78.00	CLTC (Salary & TA/DA)	28.08	336.96	Service Charges @ 5% (Minimum)	1.73	20.75	Total	36.31	435.71
Establishment & Operationalization of SLTC & CLTC	Monthly Cost (Rs .in lakh)	Annual Cost (Rs. in lakh)																
SLTC (Salary)	6.50	78.00																
CLTC (Salary & TA/DA)	28.08	336.96																
Service Charges @ 5% (Minimum)	1.73	20.75																
Total	36.31	435.71																
8.	<p>Address for submission of Proposals:</p> <p>Odisha Urban Housing Mission State Level Nodal Agency, PMAY (U), H&UD Department 4th Floor, Unnati Bhawan, Satya Nagar, Bhubaneswar, PIN: 751007, Contact No: 0674-2572232 (Office) Email : ouhmodisha@gmail.com</p>																	

9	<p>The Client's Representative is:</p> <p>Odisha Urban Housing Mission State Level Nodal Agency, PMAY (U), H&UD Department 4th Floor, Unnati Bhawan, Satya Nagar, Bhubaneswar, PIN: 751007, Contact No: 0674-2572232 (Office) Email : ouhmodisha@gmail.com</p>
10	Proposals shall remain valid for 120 days after the submission date indicated in this Data Sheet.
11	Clarifications may be requested not later 7 th June, 2022. All requests for clarifications will be directed to the Client's representative. The Client shall respond to requests for clarifications by electronic means within five (5) days.
13	The Bidder is required to include with its proposal written confirmation of authorization to its representative to sign on behalf of the Bidder: YES
14	Joint Ventures or Consortium offer: - NOT permissible
15	Bidders Eligibility Criteria – Applicable As specified at clause - 2 of ANNEXURE-I
16	While submitting the proposal the bidder has to ensure that the Technical Proposal for each package in original to be kept in sealed envelope with superscription " Technical Proposal for Establishment & Operationalisation of SLTC & CLTC under PMAY (U) in Odisha " and Financial Proposal in original to be kept in separate sealed envelope with superscription " Financial Proposal for Establishment & Operationalisation of SLTC & CLTC under PMAY (U) in Odisha ". Both the above two sealed envelopes to be kept in an outer envelope marked as under.
17	The outer envelope must be labeled with: <ul style="list-style-type: none"> a) Title: "Proposal for Establishment and Operationalisation of SLTC & CLTC under PMAY (U) in Odisha"; b) RFP Number; c) Last date of bid Submission; d) Address of bid submission authority with contact number and email on the right; e) Address of the Bidder with contact no and email on the left. f) On the envelope clearly write/print in bold capital letters "DO NOT OPEN EXCEPT IN THE PRESENCE OF THE CLIENT'S REPRESENTATIVE AND PRIOR TO 17th June, 2022".
18	If any envelope is not sealed and marked as instructed, the Client will assume no responsibility for the misplacement or premature opening of envelopes leading to disqualification of the Bidder from the bidding process.
19	<ul style="list-style-type: none"> • Tender fee must be deposited: YES Tender fee of Rs. 10,000/- (non-refundable) to be deposited. • Earnest Money Deposit (EMD) to be submitted: EMD of Rs. 5.00 lakh (Refundable) to be deposited <p>However, as per Government of Odisha, Finance Department Office Memorandum No.8484/F., date 05.04.2022 EMD is exempted but Bid Security Declaration should be submitted by bidders.</p>

20	Form for Tender fee & Earnest will be: in shape of demand draft in favour of the Mission Director, OUHM, payable at Bhubaneswar. Bids not accompanied by tender fees and EMD shall stand rejected.
21	A Bank Guarantee is to be submitted by the winning Bidder upon signing of Contract: YES
22	The amount will be 3 percent of the total contract value; the same will be provided in the form of a Bank Guarantee (BG) as per format given in annexure –VII valid till completion of contract. Bank Guarantee will be made in the name of the Mission Director, OUHM, Housing & Urban Development Department, Govt. of Odisha. On submission of above BG, the EMD submitted is to be refunded.
23	Proposals must be submitted no later than the following date and time: 16th June, 2022 up to 5.00 PM.
24	Date and time for public opening of the Technical Proposals received: 17th June, 2022 at 11.30 AM.
25	Venue, Date and Time for Technical Proposal Presentation: OUHM Conference Hall, On 18th June, 2022 at 11.30 AM. Presentation slots will be communicated to the technically qualified bidders on 17 th of June 2022, after public opening of the technical proposals.
26	Date and time for public opening of the Financial Proposals received: 21st June, 2022 at 11.30 AM.
27	Expected date/month for commencement of consulting services: 1st July, 2022
28	Expected date/month for completion of consulting services: 30st June, 2023

B. Check List:

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

i)	1.	Whether the Proposals have been properly marked, superscripted, labeled and sealed, as required?
	2.	Whether each proposal has been ink-signed by the appropriate authority? Have all the pages of the proposal been ink-signed?
	3.	Whether the Audited balance sheet for last three years been submitted along with the proposal and chartered accountants' certificate for consultancy turnover?
	4.	Have the Tender Fee and EMD been enclosed with the technical proposal? If claiming for waiver, the Bid Security Declaration is being submitted
	5.	Whether the number of pages of the proposal properly indexed?
ii)	All the bidders should send:	
	a.	Agency's consent letter
	b.	Brief Profile of the Agency
	c.	Experience of successfully executing at least three similar projects for at least 1 year (As specified at Clause-2.1) with total contract value of the project awarded being not less than Rs. 2.00 Crore. <i>(Copy of work order/certificate to be enclosed).</i>

	d. Proof of agency having at least 5 years of experience of providing consultancy service in Urban Sector. Consultancy contract executed 5 years before to be submitted as evidence.
	e. For the five best projects claimed under other experience (Enclose copies of work order/certificate)
	f. Self-certificate by Director/Owner of the bidders' firm regarding the no of persons employed in roll of company as on 31st March, 2022.

Annexure -III
Technical Proposal Letter of Submission

Letter No.:

Place:

Date:

From:

Name of Consultant with
Complete Address of Communication]

To:

The Mission Director,
Odisha Urban Housing Mission,
H & UD Department, Govt. of Odisha,
4th Floor, Unnati Bhawan, Satya Nagar,
Bhubaneswar, PIN: 751007,
Contact No: 0674-2572232 (Office)

Subject: Technical Proposal for Establishment and Operationalisation of SLTC & CLTCs under PMAY (U) in Odisha for a period of one year

We, the undersigned, offer to provide the services for the above in accordance with your Request for Proposal dated 27th May 2022, we are hereby submitting our Technical Proposal (As per Appendix-1) both in soft copy and hard copy format sealed in an envelope.

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

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

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

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

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

Yours sincerely,

Enclosures:

Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

APPENDIX – 1

FORMAT FOR SUBMISSION OF TECHNICAL PROPOSAL

A. General Details:

SN	Name of the organization / Firm/ Institute and Registration Details. (Certificate of registration to be enclosed.)	
1.	Permanent address Tel : Fax : Email id :	
2.	Name of the Authorized person for submitting proposal: Mobile No. : Email id : (Attach Authorization letter of Competent Authority)	
3.	Demand draft Details Tender fee Amount : DD No. : Issuing Date : Name of the Bank:	
4.	Demand draft Details OF EMD Amount : DD No. : Issuing Date : Name of the Bank:	* Exempted as per Government of Odisha, Finance Department Office Memorandum No.8484/F., date 05.04.2022 EMD is exempted but Bid Security Declaration should be submitted by bidder.
5.	Discloser information as per clause-4 Instruction to Bidder (Annexure-I)	
6.	Whether the agency was ever blacklisted: Y/N if yes whether that blacklisting was not cancelled: Y/N (If yes, attach copy of same and the affidavit)	
7.	Brief professional background of the organization	

8.	Confirm to carry assignment as per TOR of RFP	YES/NO
9.	Confirm to accept all term & conditions specified in RFP documents	YES/NO
10.	Proof of agency having projects of at least 1 years of experience of providing similar services in the context of Urban/Rural housing.	(Give project details & Duration)
11.	Confirm whether you have an office in Bhubaneswar or agree to furnish an undertaking to open an office if selected to coordinate with OUHM.	Yes/No
12	Proof of Bidder having experience in consultancy in urban sector for more than 5 years. Contract details beyond 5 years to be given with copy of contract.	

B. Financial Details:

SN	Year*	Consultancy Turnover	Net worth
1.	2019-20		
2.	2020-21		
3.	2021-22		
	Average for 3 years		

**In absence of certified and audited financials for Financial Year 2021-22, previous three years financials will be accepted, that is FY 2018-19, FY2019-20 and FY2020-21.*

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

C. (A) Institutional Strength (Quality and Number of Own Permanent Faculty / Expert/ Technical Support) in following domain areas. Add rows for additional number if necessary. Maximum 3 best in each domain area.

C.1 Urban Planner cum GIS Specialist:

SN	Name of the Expert	Qualification	Experience	Details of best projects

C.2.: Project Engineering Expert:

SN	Name of the Expert	Qualification	Experience	Details of best projects

C.3.: Social Development Experts:

SN	Name of the Expert	Qualification	Experience	Details of best projects

C.4.: MIS Expert:

SN	Name of the Expert	Qualification	Experience	Details of best projects

C.5.: Finance – cum - PPP Expert:

SN	Name of the Expert	Qualification	Experience	Details of best projects

C.6.: Urban Governance – cum - Capacity Building Expert:

SN	Name of the Expert	Qualification	Experience	Details of best projects

Note: Detail CVs of Professionals are to be enclosed as per format at Appendix-2.

C(B). Total Number of Employees in Pay Roll of Firm as on 31st March 2022.

--

D. WORK Experience (Similar Project) up to 31st March 2022 (MAX. 10 Best Projects) in last 5 years

SN	Name of Client and Address	Project details (PMUs/PIUs/PMCs/SLTCs/CLTCs etc as specified at clause - 2.1.) in last 5 year	Duration of project in years	Value of consultancy fee in INR	Work order issued/MoA signed on (date) (Attach documents)	Status of implementation

(Add row if Required)

E. Experience in other Consultancy (5 Best Projects in last 5 years up to 31st March 2022

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

F. CVs of 5 best professionals, who are proposed to be offered for CLTC under the project

Name of Unit	Name of the Expert	Qualification	Experience	Details of best projects

Note: Detail CVs of Professionals are to be enclosed as per format at Appendix-2.

Note2: The existing professionals being well versed with the ULB will be preferred

G. CVs of 6 professionals, who are proposed to be offered for SLTC under the project

Name of the Position	Name of the Expert	Qualification	Experience	Details of best projects

Note: Detail CVs of Professionals are to be enclosed as per format at Appendix-2.

H. Methodology including Management Plan

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

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

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

APPENDIX – 2

Curriculum Vitae (CV) for Professional /Experts

For each position of professional /Experts Mentioned at Appendix-1 separate form is to be submitted

- i. Name of Firm: [Insert name of firm proposing the staff]:
- ii. Name of Staff: [Insert full name]:
- iii. Date of Birth:
- iv. Nationality:
- v. Education:
[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:
- vi. Membership of Professional Associations:
- vii. Other Training:
- viii. Countries of Work Experience:
[List countries where staff has worked in the last ten years]:
- ix. Languages [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:
- x. Employment Record:
[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:
From [Year]: To [Year]:
Employer:
Positions held:
Detailed Tasks Assigned [List all tasks to be performed under this Assignment/job]
- xi. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned
[Among the Assignment/jobs in which the staff has been involved, indicate the following information for those Assignment/jobs that best illustrate staff capability to handle the tasks listed under point 12.]
Name of Assignment/job or project: Year:
Location: Employer:
Main project features: Positions held: Activities performed:

xii. Certification:

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

Date: [Signature of staff member or authorized

Place: [representative of the staff]

[Full name of authorized representative]:

Notes:

- i. Each page of the CV shall be signed by the Authorized Representative of the Bidder firm.

ANNEXURE- IV

COVERING LETTER for FINANCIAL PROPOSAL

[Location and date]

To:

The Mission Director,
Odisha Urban Housing Mission,
H & UD Department, Govt. of Odisha,
4th Floor, Unnati Bhawan, Satya Nagar,
Bhubaneswar, PIN: 751007,
Contact No: 0674-2572232 (Office)

Dear Sir:

We, the undersigned, offer to provide the consulting services/job for Establishment and Operationalization of SLTC & CLTC under Pradhan Mantri Awas Yojana Urban (PMAY-U) in accordance with your Request for Proposal dated [*Insert Date*]. Our Technical Proposal and Financial Proposal is for the sum of [*Insert amount(s) in words and figures1*] is being attached. This amount is inclusive of the Domestic taxes. We hereby confirm that the financial proposal is unconditional and we acknowledge that any condition attached to financial proposal shall result in reject of our financial proposal.

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

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

We remain,

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

Enclose: Financial Proposal

Format for Financial Proposal for Establishment & Operation of SLTC & CLTCs

SI No.	Type & No of Professionals	Monthly Salary per Professionals (statutory charges like PF, ESI if applicable must be paid)	TA/DA	Total Amount Per Month	Total Amount Per Annum
1	2	3	4	5	6
SLTC					
1	SLTC (6) (At OUHM)	Rs _____ (Minimum of Rs. 1,08,333) *	TA/DA to be reimbursed by Client as per actuals	Rs _____ (Minimum Rs. 6,50,000/-) *	Rs _____ (Minimum Rs. 78,00,000/-) *
2	Service Charge to Be Offered by Bidders as Percentage of Salary *		_____ % (Minimum 5%)	Rs _____	Rs _____
3	Total Bid Amount for SLTC (Exclusive of GST)			Rs. _____	Rs. _____
CLTC					
4	CLTC (72) (Across Odisha)	Rs 35,000/- (Fixed)	Rs 4,000/- (Fixed)	Rs 28,08,000/-	Rs 3,36,96,000/-
5	Service Charge to Be Offered by Bidders as Percentage of Salary & TA/DA **		_____ % (Minimum 5%)	Rs _____	Rs _____
6	Total Bid Amount for CLTC (Exclusive of GST)			Rs _____	Rs _____
7	Grand Total Bid (SLTC & CLTC) Exclusive of GST			Rs _____	Rs _____
8	GST @ _____			Rs _____	Rs _____
9	Grand Total with GST			Rs _____	Rs _____

NB: Service charges in Percentage subject to Min of 5% of the total value in each SLTC & CLTC professionals

** No individual SLTC professional should be offered a monthly salary of lower than Rs. 85,000/- and combined monthly salary of 6 SLTC Professionals should be minimum of Rs 6,50,000/-.*

*** The salary & TA/DA to CLTCs will be paid directly to the professionals.*

- I. **GST will be applicable on date of invoice is payable.**
- II. **Service charges above shall remain firm and fixed till completion of the contract**
- III. **In CLTC, the fixed salary & TA/DA should be paid to professionals as mentioned above and the bidding parameter shall be the service charges offered, subject to Minimum of 5% of the salary**

and TA/DA. The salary & TA/DA to CLTCs will be paid directly to the professionals and statutory deduction (PF and income tax) are only to be deducted.

- IV. In case of SLTC professionals, the bidding parameter shall be the Salary for the contract period and service charges offered on that, subject to a floor of 5% of the salary.
- V. Any other figure quoted in price bid will be ignored. The competent authority reserves the right to reject financial bids if service charges quoted is beyond the limits specified above.
- VI. The L1 in Grand Total (pre-GST) will score the highest in financial parameter, however bid will be evaluated on composite score, based on QCBS.

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

Annexure – V

TERMS OF REFERENCE (ToR)

[FOR ESTABLISHMENT AND OPERATIONALIZATION OF SLTC and CLTC UNDER PMAY (U) PROGRAMME]

1.0 BACKGROUND

The “Pradhan Mantri Awas Yojana” (PMAY) envisions supplying the stock of social housing through four different components/ options (PMAY Guidelines, 2015): 1) Slum rehabilitation of slum dwellers with participation of private developers using land as a resource; 2) Promotion of affordable housing for weaker section through credit linked subsidy; 3) Affordable housing in partnership with public and private sectors and 4) Subsidy for beneficiary-led individual house construction or enhancement.

The scheme comes with an aim of constructing more than two crore houses across the length and breadth of the nation within a span of next seven years. The scheme which had started in year 2015 with a very ambitious target, moved a long way by successfully sanctioning 1.15 crore and grounding 95 lakhs houses by end of FY2021-22. To provide further impetus to PMAY(U), during Union Budget 2022, Rs 48,000 Crore was allocated to PMAY(U) and efforts are being made to achieve the target of building another 80 lakh houses. The target beneficiaries of the scheme will be poor and people living under EWS and LIG categories in urban establishments of the country.

In the state of Odisha, the “Policy for Housing for All in Urban Areas, Odisha” provides enabling guidelines and framework for implementation of affordable housing projects, slum rehabilitation & redevelopment projects and to facilitate private sector led development of housing schemes especially those for EWS & LIG housing in urban areas of Odisha.

The specific objective of this policy and mission is to create a framework to address all aspects of housing for the urban poor including creation & development of housing stock, beneficiary identification, allotment process, operation & maintenance of affordable housing projects etc. It adopts seven models for intervention for achieving the set objectives. The policy proactively engages and facilitates participation of private sector in the programme.

The policy extends various incentives to developers and private sector to encourage them to take up EWS & LIG Housing. These incentives are; fast track approvals of affordable housing projects, exemption in external / periphery development charges, building plan sanction fees and land use change conversion charges.

These guidelines also extend similar benefits to the government agencies which are involved in developing housing projects such as Odisha State Housing Board, Development Authorities & Urban Local Bodies. In addition, the land for affordable housing projects and slum rehabilitation & redevelopment projects will be provided without any premium to these government agencies.

The guidelines define and address various operational issues like issue of standard size of EWS & LIG house, cost & sale price for EWS & LIG units, principles and mechanism for allotment of dwelling units, eligibility criteria for private developers to partner with govt. agencies, development control norms for affordable housing projects, operation and maintenance of affordable housing units, industrial approach for faster construction & development of affordable housing through Pre-Cast Technology, provision of basic services to slum dwellers and the mechanism to provide for transit accommodation for eligible evicted slum dwellers.

The establishment of AWAAS - Odisha Urban Housing Mission has been undertaken to implement the policy and oversee execution of policy measures across the state. Also, the Mission will be equipped with Affordable Housing Facilitation Centres which will have domain experts, to support the government agencies and the public at large to participate in achieving the vision of Housing for All.

OUEM shall also function as the State level Nodal Agency for implementation of Central Government Schemes. It shall aim to create surplus housing stock through different strategic development models and ensure shelter for every identified homeless in the state including temporary migrants, through provisioning of permanent residential EWS & LIG units, as well as rental housing.

The programme envisions to ensure that all residents of urban areas have access to a range of housing options within their affordability limits. As per HFAPoA, the demand of urban houses were around 4.5 lakhs out of that close to 2 lakhs houses are already sanctioned in last 5 years. It may be noted that more than 85,000 houses are completed and 30,000 houses are at various stages of construction. Government of Odisha now intends to complete these houses to address housing deficit in urban areas and have an operational system, where supply matches demand. It further aims to work towards a set of strategies to create a steady supply of affordable housing stock to cater to the growing demand.

On this backdrop, the Government of Odisha would like to secure the services of the successful bidder to establish and operationalize the and CLTC and to provide necessary technical support during the tenure of the Programme for a period of one year commencing from the date of signing of contract.

2.0 OBJECTIVE

- Attainment of GoO vision of Homes for All and Completion of houses that are sanctioned till now;
- Attainment of national level service benchmarks in services and facilities for the urban poor;
- Timely Delivery of Shelter Units and improved Occupancy;
- Measurable alleviation in residential vulnerability;
- Improved community participation in shelter planning and implementation;
- Improved transparency in identification/allocation of beneficiaries;
- Improved environment and enabling framework and policy for PPP in Affordable Housing;
- Alignment of Building Regulations and City Planning regulations to accommodate tools such as density bonus and inclusionary planning;
- Congruence in address of multi-deprivation indices in the areas of living standards, health, and education; and
- Exposure to Global Good Practice and access to Repository of Award-winning initiatives and projects.

ToR for SLTC

3.0 SPECIFIC RESPONSIBILITIES OF THE SECOND PARTY

- i. Procure and retain quality professionals in specified domain areas for the State Level Technical Cell (SLTC).
- ii. Provide technical and managerial support through the SLTC to ensure effective implementation of projects and reforms in designated cities/towns.
- iii. Report on progress of activities and coordinate closely with the SLNA/Mission Director in the discharge of the roles and responsibilities specified for various experts.

4.0 ROLES AND RESPONSIBILITIES OF THE SLTC

SLTC with Professional Experts will be set-up in the Mission to support Odisha Urban Housing Mission in discharge of its duties. SLTC will consist of experts from various fields mainly comprising of capacity building, social development, Urban Planning, MIS, Finance, Planning & Engineer expertise to assist OUHM in successfully implementing such projects.

The key functions of SLTC will include, but not limited to, the following:

- Implementation and monitoring of PMAY and Policy for Housing for All in Urban Areas, Odisha-2015
- To facilitate implementation of the policy by the PDAs.;
- To support preparation of Strategy and Development Plan and other programmes;
- To provide professional and technical inputs on specific components of OUHM
- To liaise with other Missions/ Ministries/Departments/ Industry Associations to explore areas for convergent action
- To facilitate linkages between State and Centre Schemes.
- To undertake/commission studies on Urban Affordable Housing and disseminate the findings
- To study best practices across the country and support their replication in other parts;
- To support the development of capacity building and training modules
- To promote comprehensive monitoring and learning systems at the state and city level;
- To act as a national resource pool which provides information on best practices, statistics on urban Housing, slums and livelihoods etc.,
- To work closely with a national network of resource centres/institutes to provide Capacity building support to cities.
- Organise capacity building of key government staff involved in implementation of Policy as well as technical experts at District level etc.,

5.0 INFRASTRUCTURE AND LOGISTICS

The SLNA shall provide a modern office space in Bhubaneswar for 6 professionals with air conditioner, a high-end colour printer, black & white printers, scanner, fax machine, other communication and infrastructure facilities for effective functioning of the SLTC.

6.0 SPECIFICATION OF THE TEAM

Successful Bidder shall procure the services of the following experts in accordance with the competencies outlined in the following sections, coordinate, support and monitor their activities. The selection of a team of full-time experts shall be through a transparent and rigorous selection process.

7.0 TEAM COMPOSITION

The Team SLTC shall consist of the following professionals

1. Urban Governance – cum - Capacity Building Expert
2. Social Development Expert
3. Urban Planning Expert
4. MIS Expert
5. Finance Cum PPP Expert
6. Procurement cum Engineering Expert

The Bidder in consultation with the Client should nominate one of the above professionals as TEAM LEAD, who should have followed Experience in addition to the experience stipulated for the Experts.

A. Total years of experience should be more than 15 years, post Full Time Master’s Degree from an institute of repute.

B. Must have demonstrable experience of leadership role for more than five years in the past and must have ability to work in team

C. Should have excellent oral and written communication skill, along with good presentation skill

All professionals (Sl. Nos. 1 – 6) should be conversant with the background, knowledge and base competencies in the following areas:

- i. Efficiency in usage of computers (typing for own work, compilation, editing, report generating and printing using MS Office - Excel/Project, Word, Power Point and the internet).
- ii. Inclusive urbanization and urban planning including City Development Plan (CDP), Comprehensive Development Plan (CrDP);
- iii. Trends and shifts in policies, approaches and implementation practices in the urban sector and knowledge of the state specific scenario;
- iv. Community participation, devolution of power, transparency and accountability in urban governance.
- v. Familiarity with the objectives and scope of PMAY Programme;
- vi. State and City level Capacity Building Plans;
- vii. Construction, operation and maintenance of urban infrastructure, citizen services and amenities;
- viii. Contours and components of sector specific Detailed Project Report and its appraisal;
- ix. Procurement of consultancy and other services, preparation of Expression of Interest (EoI), Request for Proposal (RfP), contract documents, Memorandum of Agreement/Association and Memorandum of Understanding etc.
- x. Coordination and liaison with Governments, ULBs, funding and implementing agencies;
- xi. Good oral and written communication and presentation skills.

8.0 RESOURCE POOL

The bidder may have a resource pool consisting of prospective experts from the domains mutually agreed by the client and the bidder, so as to augment the activities of the mission. One or more of these resources may be appointed by the bidder, on the same terms and conditions as the other experts have been appointed, on receiving such request from the client in writing. Besides, an Advisor or a number of Advisors consisting of senior professionals of repute drawn from internal faculty of the bidder may be formed and name, designation & expertise of such persons may be communicated to the client to render expert advice on various aspects of implementation of projects.

9.0 TERMS OF REFERENCE FOR THE PROFESSIONALS AND SUPPORT STAFF

9.1 Urban Governance – cum - Capacity Building Expert:

A. Qualifications & Experience

- i. Master's degree in Urban Planning or Management or Social Sciences.
- ii. 5-7 years of working experience in Capacity building in the urban development sector.
- iii. Wide knowledge and experience in implementing capacity building programme for states and ULBs.
- iv. Experience in designing, implementing and evaluating capacity building activities, preferably in the municipal environment.
- v. Excellent oral and written communication and presentation skills

B. Responsibilities

- i. Overall responsibility for the management of Capacity Building programme in the state.
- ii. Support the State in preparing annual capacity building plan.
- iii. Coordinate and monitor the organisation of State and City level training programmes in coordination with Network of Resource Centres.
- iv. Develop capacity building modules appropriate to the city/ULBs on HFA components and organise training programmes on these modules.
- v. Develop the database of trainers and resource persons on urban poverty alleviation, planning, community participation, social development, engineering etc.
- vi. Support city level capacity building/training coordinator in organizing training programmes and bringing in resource persons for taking sessions during training programmes.
- vii. Collate and disseminate reports of the trainings and capacity building programmes.
- viii. Develop monitoring mechanism for the training and capacity building programmes.
- ix. Support ULBs in cross learning through organizing study tours and exposure visits.
- x. Develop mechanism and monitor the impacts of training programmes and document learning's from the field.
- xi. Prepare presentations/ reports, compile information and collect data on relevant subjects.
- xii. Prepare the annual Capacity Building Plan, IEC calendar, etc.
- xiii. Any other related tasks that may be entrusted upon by Mission Director.

9.2 Social Development Expert:

A. Qualifications & Experience

- i. Master's degree in Social Science/Sociology/Development Studies from Institute of Repute.
- ii. 5 -7years of work experience in social and community development. Professionals having worked in more than two states shall be preferred.
- iii. Experience of working in the development areas, preferably with urban community and slums.
- iv. Knowledge and experience in participatory planning and community mobilization.
- v. Fluency in local language is essential.

B. Responsibilities

- i. Support the ULBs to develop a pre-project consultation mechanism with the stakeholders and ensure its incorporation.
- ii. Support in conducting social analysis, social audit and community participation.
- iii. Support the ULBs in the urban poor governance, empowering the local communities, CBOs, NGOs etc. in implementing housing projects.
- iv. Devise strategies to develop platforms for interface between the service providers, ULB officials and the community in the backdrop of the housing projects.
- v. Overall assessment and reporting of the social development impact of the project.
- vi. Support in analyzing the affordability of housing loans to the poor, along with willingness to pay.
- vii. Support conducting surveys in the low-income and resettlement projects and provide technical inputs in analyzing the data.
- viii. Coordinate the social audit process at city level through Independent Facilitating Agency.
- ix. Ensure preparation of database of various stakeholder organizations (e.g. community organizations, NGOs, women's groups, and microfinance institutions involved in housing finance etc.) and participation of these organizations in the programme.
- x. Any other related tasks, including advocacy at state level that may be entrusted upon by Mission Director.

9.3 Urban Planning Expert:

A. Qualification & Experience:

- i. Master's degree in Urban Planning or Regional Planning or Housing or Environment planning with at least 5-7 years' experience in a managerial position.
- ii. Having experience in project management with 3-5 years in a managerial position.
- iii. Experience in working with large scale urban development/affordable housing/slum development projects /programmes.
- iv. Experience in implementing urban reforms for States and ULBs.

B. Responsibilities

- i. Handholding support to the ULBs for the preparation of HFAPoA, DPR and AIP.
- ii. Handholding support to the ULBs in identifying slum pockets and other lands for housing development.
- iii. As part of the slum mapping exercise, assist the ULB in identifying ownership of the land occupied by slums and mapping of the same.

- iv. Handholding support to the ULBs in tenability analysis and choosing options for untenable slums.
- v. Assist the ULBs in selection of appropriate model for the in-situ slum redevelopment.
- vi. Review the city Master Plan and provide inputs to revise it in accordance with the mandatory conditions under the Mission.
- vii. Provide support in developing (approved) building layout plans for EWS/LIG housing.
- viii. Provide advice to MoHUA on increasing financial inclusion for the urban poor.
- ix. Develop AIP on the basis of HFAPoA of the ULBs in consultations with State.
- x. Handholding support to State for the implementation of the slum redevelopment and Affordable Housing programmes.
- xi. Develop MIS formats and compilation of data from the ULBs.
- xii. Develop periodic monitoring system for achievements under each scheme components

9.4 Finance Cum PPP Expert:

A. Qualification & Experience

- i. Chartered Accountant/ MBA (Finance) from Institute of Repute with 5-7 years of experience in Project finance. Out of which 2 years in consulting with developing and managing projects on PPP mode is preferred.
- ii. Professionals having worked in more than two states shall be preferred.
- iii. Experience in evaluating urban infrastructure investments, and helping governments to use a range of options for financing projects.
- iv. Experience in formulation of PPP projects (including relevant concession agreements, due diligence processes, value for money audits, public sector comparator, etc.) is desirable
- v. Experience to advice and train staff in finance, project finance and resource mobilization, etc. Professionals having worked in more than two states shall be preferred.
- vi. Experience in preparing project agreements, tender process, detailed legal and contractual agreements, risk management and contingent liability issues, and financial analysis of complex project proposals with respect to PPP projects.

B. Responsibilities

- i. Conduct an affordability analysis and gather information to prepare a sample financial model for the project for ULBs.
- ii. Support ULBs to identify finance options available for financing urban infrastructure and leveraging funds from various sources.
- iii. Provide technical guidance to State to prepare policy guidance and notes on municipal finance. Provide technical support to ULBs in preparing the pre-feasibility reports.
- iv. Appraise project activities for carrying out of PPP Projects.
- v. Support the ULBs to develop mechanism to implement PPP projects.
- vi. Awareness building & training for relevant State Government Officials on PPP projects.
- vii. Any other related tasks that may be entrusted upon by Mission Director/SLNA.

9.5 MIS Specialist:

A. Qualifications & Experience

- i. Post Graduate degree in Computer Science or Electronics or MCA or Graduate degree in Computer Science / Electronics with MBA from Institute of Repute.
- ii. 5-7 years of experience in government/semi govt. / autonomous organizations/private company of repute. Professionals having worked in more than two states shall be preferred.
- iii. Exposure to software development & project management, database management, MIS etc.
- iv. Ability to work in a team and train staff to use the systems.

B. Responsibilities

- i. Coordination of data entry of the activities of Mission and file uploads into systems to be used by Mission.
- ii. Support Local Bodies in coordinating/monitoring the housing demand surveys.
- iii. Work closely with all the experts and support ULBs for the development of a MIS of land related data at state/city level that will include geo tagging references of the proposed housings.
- iv. Coordinate management of electronic data pertaining to the Mission, including soft copies of letters, reports and numerical data. This may involve conversion of data and reports in hard copy to electronic form, as well as their storage in an organized filing system.
- v. Furnish reports/quarterly progress report to Mission/State Government/ MoHUA.
- vi. Provide assistance to the City level MIS specialists as and when required.
- vii. Any other related tasks that may be entrusted upon by Mission Director.

9.6 Procurement Cum Engineering Expert:

C. Qualifications & Experience

- I. Graduate Degree in Engineering and Postgraduate in Management, Business Administration, Project Management or Law
- II. 5-7 years of experience in procurement, design and supervision of housing and infrastructure projects.
- III. Experience in managing procurement programmes/activities in the public/private sector would be desirable.
- IV. Professionals having worked in engineering as well as procurement side shall be preferred.

Responsibilities

- I. Analyse and select the procurement requirements for the implementation of Mission activities at State Level.
- II. Manage the procurement process and prepare final evaluation report and Support SLNA in conducting bidders meeting and provide clarification wherever required.
- III. Technical support in the design and implementation of housing and infrastructure works
- IV. Provide technical support in tendering process and facilitate recruitment of quality consultants for preparation of Detailed Projects Report (DPRs)
- V. Review and appraise the Detailed Projects Report (DPR) and provide feedback as and when necessary

10.0 SPECIFIC RESPONSIBILITIES OF THE BIDDING FIRM/ INSTITUTE/ AGENCY

FIRM shall ensure that the SLTC unit comprises staff, who, along with their professional competency, possess skills and attitude for problem solving, relationship management, data analysis, provide

feedback and coaching, and are gifted with a delivery mind set. The specific responsibilities of FIRM shall be:

- i. Procure and retain quality professionals in specified domain areas for the SLTC.
- ii. Provide technical and managerial support through the SLTC to ensure effective implementation of Program in designated cities/towns.
- iii. Report on progress of activities and coordinate closely with the H&UD Department and heads of designated ULBs in the discharge of the roles and responsibilities specified for various experts.
- iv. Provide technical and managerial support to ensure effective implementation of programmes, undertake capacity development activities and establish a ubiquitous MIS system to track progress
- v. Monitor capacity development deliverables at the City Levels and undertake delivery chain analysis for problem-solving, where necessary, and facilitate priority review by the Secretary/Commissioner, HUD Department / Nodal Officer, SLNA
- vi. Drive Department review of all urban initiatives undertaken at the ULB level through monthly meetings/periodic stocktaking and submission of periodic delivery reports
- vii. Procure and retain services of qualified and experienced professionals in specified domain areas for delivering the agreed deliverables.
- viii. The FIRM shall ensure that all the Personnel/Professionals/Support Staff of the SLTC are paid their salary/fee on or before 5th day of every succeeding month. The FIRM may decide to pay more or less salary/fee to some professionals on the basis of competency & experience of the incumbent to enhance standards of performance and retain talent.
- ix. The FIRM shall ensure professionals update knowledge through formal learning opportunities and are able to undertake field travel to project sites and programme related state/national level meetings, workshops and conferences.
- x. For the period of absence of a Personnel/Professional/Support Staff in the SLTC for more than 21 days, the FIRM will not claim the remuneration against the Personnel/ Professional/ Support Staff concerned for the said period, i.e. period beyond 21 days of absence or non-engagement of such professionals/ support staff.
- xi. The FIRM shall position senior faculties/consultants in advisory position for critical input to the assignment. The FIRM shall make their own arrangements for this purpose from the overall amount payable as per the payment schedule.
- xii. Report on progress of activities and coordinate closely with SLNA, H&UD Department in the discharge of the allied roles and responsibilities assigned to the Unit.
- xiii. The manpower deployed by the agency for the SLTC will be dedicated full time staff. To ensure quality, the agency will develop and follow an exclusive HR policy describing the standards and guidelines for managing the manpower deployed. The manpower deployed should be in accordance with the service requirement of the SLTC for which they are being appointed. The CVs of professionals to be approved by Mission director
- xiv. The agency will ensure the selection of only those candidates who fulfil the eligibility criteria prescribed. Under no circumstances, should the selection and recruitment process be diluted
- xv. Except as the Client may otherwise agree in writing and subject to sub-Clauses (i) – (iii) below, no changes shall be made in the Key Experts without the prior consent of the Client:
 - (i) During the 1st year of the Contract, the Consultant may change a maximum of 1 Key Experts with the prior consent of the Client in accordance with the Contract and in such case; a replacement Key Expert shall have equal or better qualifications and experience as those of the

originally proposed Key Expert.; If the Consultant proposes to change more than 1 Key Experts in the 1st year, a penalty of 10% of the professional fee quoted for that Key Expert shall be imposed by the Client. But if the Consultant proposes the replacement of the Team Leader in the 1st year, then the penalty shall be 20% of the professional fee quoted for the Team Leader.

(iii) Any change, replacement or substitution of a Key Expert, whether temporary or permanent, in contravention of the Contract (GC Clause 3.1.1) shall constitute a material breach of the Contract.

A request for substitution of a Key Expert during the term of the Contract may be considered based on the Consultant's written request and only in circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity of any Key Expert. In such case, the Consultant shall submit a written request for replacement of the Key Expert with a person of equivalent or better qualifications and experience, and at the same man month rate as specified in Appendix C for such Key Expert being replaced. The request for replacement of a Key Expert should state in sufficient detail the reasons for the proposed replacement and should be accompanied by the CV of the substitute Key Expert with details of his experience and qualification and in the format set out in the RFP.

- xvi. The client may make a request in writing for the substitution of a key expert with an equal or better qualification and experience. On receiving request, the consultant shall provide substitution within 30 days of receipt of request on the same man-month rate for the respective key expert.
- xvii. All the monitoring and reporting aspects of this assignment will be under the control and supervision of State Mission Director

FEE PAYABLE FOR EXPERTS:

A. Salary component payable for Experts in SLTC shall be as under:

No of professionals required for SLTC

S N	Professional required for SLTC at Bhubaneswar	No. of positions	Minimum Salary payable in Rs. Per month
1	Urban Governance – cum - Capacity Building Expert	1	1,08,333/-
2	Social Development Expert	1	1,08,333/-
3	Urban Planning Expert	1	1,08,333/-
4	MIS Expert	1	1,08,333/-
5	Finance Cum PPP Expert	1	1,08,333/-
6	Procurement Cum Engineering Expert	1	1,08,333/-
	TOTAL	6	6,50,000/-

Client to Provide:

- i. **Office space with Table Chair, Electricity & Water and Air conditioning free of cost for experts at SLTC.**
- ii. **Computer/Laptop for each expert with internet connection.**
- iii. **Office Stationeries & Photo copy expenses**
- iv. **Vehicle for travelling inside the state**

Client to reimburse expenses on the following items as per the rate prescribed against each.

- 1. Telecom expenses maximum upto Rs.500/- per month.**
- 2. T.A. for tours outside the state**

i) Train fare – A/C II tier

ii) Bus fare – as per actual

iii) Air travel expenses on specific permission from Mission Director / Principal Secretary

3. D.A. applicable as per the state government guideline category I (refer letter no – 1946, Dt : 04.02.2022 of Housing & Urban Development Department)

N.B.- For journey inside the state D.A. is admissible @ 30% for less than 6 hrs., @ 60% more than 6 hrs. & less than 12 hrs., @ 100% for more than 12 hrs.

4. Hotel Accommodation – applicable as per the state government guideline category I (refer letter no – 1946, Dt : 04.02.2022 of Housing & Urban Development Department.)

PAYMENT AND REPORTING SCHEDULE

A. Payment & Reporting Schedule for Each SLTC

Outputs	Period	Release of Payment	Total Amount for all SLTC professionals for the Month
Monthly Progress Report (MPR) of SLTCs	By 2 nd of same month	Remuneration of SLTC professionals as per offer price.	
Absentee Statement, for the month	By 2 nd of same month		
		Total Amount	

ToR for CLTC

11.0 SPECIFIC RESPONSIBILITIES OF THE SECOND PARTY

- iv. Procure and retain quality professionals in specified domain areas for the City Level technical Cells (CLTCs).
- v. Provide technical and managerial support through the CLTCs to ensure effective implementation of projects and reforms in designated cities/towns.
- vi. Report on progress of activities and coordinate closely with the SLNA/Mission Director in the discharge of the roles and responsibilities specified for various experts.

12.0 INFRASTRUCTURE AND LOGISTICS

The Second party should provide Laptop to each professional with internet facility and updated antivirus, office stationery, maintenance and other communication and infrastructure facilities for effective functioning of the CLTC.

13.0 SPECIFICATION OF THE TEAM

Successful Bidder shall procure the services of the following experts in accordance with the competencies outlined in the following sections, coordinate, support and monitor their activities. The selection of a professional of full-time experts shall be through a transparent and rigorous selection process.

14.0 TEAM COMPOSITION

The Team CLTC shall consist of the following professional

1. Infrastructure Experts

15.0 TERMS OF REFERENCE FOR THE PROFESSIONALS AT CITY LEVEL

CLTC shall have 72 professionals with Civil Engineering Background. The exact requirement of professionals for each city will be decided considering existing staffing pattern, requirements and the workload which shall be communicated to SECOND PARTY. However, 72 professionals will be initially placed from Civil Engineering Background or as mutually agreed upon shall be positioned

1. Civil Engineer

15.1 Civil Engineer

Qualifications & Experience

- i. Graduate degree in Civil Engineering
- ii. Minimum 5 years of experience in procurement, design, and supervision of infrastructure works.
- iii. Ability to assist ULBs to set standards and procedures for ensuring quality and monitoring compliances.
- iv. Fluency in local language is essential.

Roles and Responsibilities

- i. Identify and adapt green innovative technologies, good construction practices, disaster resistant construction, area specific design etc. to suit the local requirements.
- ii. Recruitment of quality consultants for preparation of city plan of action, DPR and ensure timely submission of the documents in coordination with the Municipal Engineer in State Level Technical Cell.
- iii. Provide technical support in associating with technical institutes on design and supervision of infrastructure works and ensure good quality assurance.
- iv. Assess the training needs in engineering and assist ULBs to access quality training on site or at recognized centers of excellence.
- v. Review the City Plan of Actions and DPRs for precision and detail and provide feedback as necessary.
- vi. to report with precision on progress of construction and utilization of funds under HFA.
- vii. Minimum 50% of their total office time has to be spent in the field and rigorously monitor the construction sites and submit detailed report of the visit weekly.
- viii. Any other related tasks that may be entrusted upon by the head of ULB.
- ix. In the event of non-adherence to the above requirements a penalty of 5% on the monthly salary will be imposed

16.0 SPECIFIC RESPONSIBILITIES OF THE BIDDING FIRM/ INSTITUTE/ AGENCY

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

- xviii. Procure and retain quality professionals in specified domain areas for the CLTC.
- xix. Provide technical and managerial support through the CLTC to ensure effective implementation of Program in designated cities/towns.

- xx. Report on progress of activities and coordinate closely with the H&UD Department and heads of designated ULBs in the discharge of the roles and responsibilities specified for various experts.
- xxi. Provide technical and managerial support to ensure effective implementation of programmes and capacity development activities in designated cities/towns and establish a ubiquitous MIS system to track progress
- xxii. Monitor capacity development deliverables at the City Levels and undertake delivery chain analysis for problem-solving, where necessary, and facilitate priority review by the Chairman of ULB/the Secretary/Commissioner, HUD Department / Nodal Officer, SLNA
- xxiii. Drive Department review of all urban initiatives undertaken at the ULB level through monthly meetings/periodic stocktaking and submission of periodic delivery reports
- xxiv. Procure and retain services of qualified and experienced professionals in specified domain areas for delivering the agreed deliverables.
- xxv. The FIRM shall ensure that all the Personnel/Professionals/Support Staff of the CLTC are paid their salary/fee on or before 5th day of every succeeding month. The FIRM shall pay fixed salary and TA/DA as mentioned above to the CLTC professionals in their bank accounts, only the statutory (PF & ESI if applicable) deduction should be done. The payment of salary and TA/DA should be reported as per the reporting schedule every month to the SLNA.
- xxvi. The FIRM shall ensure professionals update knowledge through formal learning opportunities and are able to undertake field travel to project sites and programme related state/national level meetings, workshops and conferences.
- xxvii. For the period of absence of a Personnel/Professional/Support Staff in the CLTC for more than 21 days, the FIRM will not claim the remuneration against the Personnel/ Professional/ Support Staff concerned for the said period, i.e. period beyond 21 days of absence or non-engagement of such professionals/ support staff.
- xxviii. The FIRM shall position its team of professionals at the respective ULBS for accomplishment of assigned tasks. Additionally, the FIRM shall position senior faculties/consultants in advisory position for critical input to the assignment. The FIRM shall make their own arrangements for this purpose from the overall amount payable as per the payment schedule.
- xxix. Report on progress of activities and coordinate closely with OUHM, H&UD Department in the discharge of the allied roles and responsibilities assigned to the Unit.
- xxx. The manpower deployed by the agency for the CLTC will be dedicated full time staff. To ensure quality, the agency will build capacity in between and develop and follow an exclusive HR policy describing the standards and guidelines for managing the manpower deployed. The manpower deployed should be in accordance with the service requirement of the CLTC for which they are being appointed. The CVs of CLTC professionals to be approved by Mission Director before given appointment.
- xxxi. The agency will ensure the selection of only those candidates who fulfil the eligibility criteria prescribed. Under no circumstances, should the selection and recruitment process be diluted.
- xxxii. The agency will ensure that in case a person on the team leaves, a replacement is made available in the shortest possible time
- xxxiii. All the monitoring and reporting aspects of this assignment will be under the control and supervision of State Mission Director

FEE PAYABLE FOR EXPERTS:**A. Salary component payable for Experts CLTC shall be as under:****No of professionals required for CLTCs**

SI No	Professional required for City Level Technical Cell (CLTC) to be placed in ULBs	No. of positions	Salary payable Per month in Rs.	TA/DA Per month in Rs.
1	Civil Engineer	72	35,000/-	4,000/-
TOTAL		72	25,20,000/-	2,88,000/-

B. Service Charges:**a. Bidders to arrange and paid for the following expenses.**

- i. Providing Computer/Laptop for each expert with internet connection.
- ii. Telecom Expenses of experts
- iii. Expenses of Senior Advisor/Coordinator of the bidder for the project
- iv. Organising Capacity Building of the CLTC professionals

b. Client to Provide:

- v. Office space with Table Chair, Electricity & Water on free of cost for CLTC Professionals.
- vi. In case of out of state travel, the Travel and Dearness Allowances will be reimbursed as per actuals to the professional after being claimed.

PAYMENT AND REPORTING SCHEDULE**A. Payment & Reporting Schedule for Each CLTC**

Outputs	Period	Release of Payment	Total Amount for all CLTC professionals for the Month
Monthly Progress Report (MPR) of CLTC	By 5th of the month	Remuneration (Salary and TA/DA) of CLTC professionals for the month. Further, Service Charges as per offer price on or before 5th day of the month.	
Absentee Statement, for the month	By 5th of the month		
Proof of Salary & TA/DA paid to professionals for the previous month	By 5th of the month		
		Total Amount	

Annexure -VI

Standard Form of Contract

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I. Form of Contract

II. General Conditions of Contract

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2. Commencement, Completion, Modification and Termination of Contract
3. Obligations of the Consultancy firm/agency
4. Consultancy firm/agency's' Personnel and Sub-Consultancy firm/agencies
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Appendix A – Description of Services

Appendix B - Reporting Requirements

Appendix C - Staffing Schedule

Appendix D - Cost Estimates

Appendix E - Duties of the Client

**Contract for Establishment and
Operationalisation of SLTCs & CLTCs
under
Pradhan Mantri Awas Yojana (U) in Odisha**

Between

**Mission Director,
Odisha Urban Housing Mission
State Nodal Officer, PMAY
Housing and Urban Development Department**

And

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

Dated:

Place:

I. Form of Contract

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

This CONTRACT (hereinafter called the “Contract”) is made the [day] day of the month of [month], [year], between **Mission Director, Odisha Urban Housing Mission (OUHM), State Nodal Officer, PMAY, Housing and Urban Development Department**

(hereinafter called the “Client”), or the First Party and, [name of Consultancy firm/agency] (hereinafter called the “Consultancy firm/agency”) of the FIRM.

WHERE AS

- (a) the Consultancy firm/agency, having represented to the “Client” that it has the required professional skills, personnel and technical resources, has offered to provide in response to the Tender Notice dated _____ issued by the Client;
- (b) the “Client” has accepted the offer of the Consultancy firm/agency to provide the services on the terms and conditions set forth in this Contract.

First Party

Second Part

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

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

- (a) The General Conditions of Contract;
- (b) The Special Conditions of Contract;
- (c) The following Appendices:
 - Appendix A: Description of Services
 - Appendix B: Reporting Requirements
 - Appendix C: Staffing schedule
 - Appendix D: Cost Estimates
 - Appendix E: Duties of the "Client"
 - Appendix F: Duties of the Consultancy firm/agency

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

- (a) the Consultancy firm/agencies shall carry out and complete the Services in accordance with the provisions of the Contract; and
- (b) the "Client" shall make payments to the Consultancy firm/agency in accordance with the provision of the Contract

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

Signed by -----

In presence of

1. For and on behalf of the SLNA, H & UD Dept.

[name of "Client"]

(Witnesses)

(i)

(ii)

In presence of

2. For and on behalf of the [name of firm]

(Witnesses)

(i)

(ii)

II. General Conditions of Contract

1. GENERAL PROVISIONS

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

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

1.2 Relationship Between the Parties

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the "Client" and the Consultancy firm/agency. The Consultancy firm/agency, subject to this Contract, has complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

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

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

1.5 Notices

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

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

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

1.7 Authorized Representatives: Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the “Client” or the Consultancy firm/agency may be taken or executed by the officials specified in the SC.

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

1.9 Fraud and Corruption

1.9.1 Definitions: It is the Client’s policy to require that Clients as well as Consultancy firm/agency observe the highest standard of ethics during the execution of the Contract. In pursuance of this policy, the Client defines, for the purpose of this provision, the terms set forth below as follows:

- i. “corrupt practice” means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
- ii. “fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
- iii. “collusive practices” means a scheme or arrangement between two or more Consultancy firm/agency, with or without the knowledge of the Client, designed to establish prices at artificial, non-competitive levels;
- iv. “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;

1.9.2 Measures to be taken by the Client

- a. The Client may terminate the contract if it determines at any time that representatives of the Consultancy firm/agency were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the Consultancy firm/agency having taken timely and appropriate action satisfactory to the Client to remedy the situation;
- b. The Client may also sanction against the Consultancy firm/agency, including declaring the Consultancy firm/agency ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Consultancy firm/agency has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a client-financed contract;

1.9.3 Commissions and Fees

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

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract: This Contract shall come into force and effect on the date (the "Effective Date") of the "Client's notice to the Consultancy firm/agency instructing the Consultancy firm/agency to begin carrying out the Services. This notice shall confirm that the conditions precedent and effectiveness conditions, if any, listed in the SC have been met.

2.2 Termination of Contract for Failure to Become Effective: If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as specified in the SC Client may, by not less than twenty-one (21) days written notice to the Consultancy firm/agency, declare this Contract to be null and void, and forfeit the EMD.

2.3 Commencement of Services: The Consultancy firm/agency shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.

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

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

2.6 Modifications or Variations: (a) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clause GC 7.2 here of, however, each Party shall give due consideration to any proposals for modification or variation made by the other Party. (b) In cases of substantial modifications or variations, the prior written consent of the Client is required.

2.7 Force Majeure

2.7.1 Definition

- a. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.
- b. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party's Sub-Consultancy firm/agency or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

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

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

2.7.3 Measures to be Taken:

- a. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- b. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- c. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- d. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultancy firm/agency, upon instructions by the "Client", shall either demobilize or continue with the Services to the extent possible, in which case the Consultancy firm/agency shall continue to be paid proportionately and on prorated basis, under the terms of this Contract.
- e. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC 8.

2.8 Suspension: The "Client" may, by written notice of suspension to the Consultancy firm/agency, suspend all payments to the Consultancy firm/agency hereunder if the Consultancy firm/agency fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall allow the Consultancy firm/agency to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the Consultancy firm/agency of such notice of suspension.

2.9 Termination

2.9.1 By the "Client": The "Client" may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (i) of this Clause GC 2.9.1..

- a. If the Consultancy firm/agency fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the "Client" may have subsequently approved in writing.
- b. If the Consultancy firm/agency becomes (or, if the Consultancy firm/agency consists of more than one entity, if any of its members becomes and which has substantial bearing on providing Services under this contract) insolvent or go into liquidation or receivership whether compulsory or voluntary.
- c. If the Consultancy firm/agency fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.

- d. If the Consultancy firm/agency, in the judgment of the “Client”, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- e. If the Consultancy firm/agency submits to the “Client” a false statement which has a material effect on the rights, obligations or interests of the “Client”.
- f. If the Consultancy firm/agency places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Client.
- g. If the Consultancy firm/agency fails to provide the quality services as envisaged under this Contract. The Consultancy Monitoring Committee (CMC) formulated to monitor the progress of the assignment may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The CMC may decide to give one chance to the Consultancy firm/agency to improve the quality of the services.
- h. If, as the result of Force Majeure, the Consultancy firm/agency is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- i. If the “Client”, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.9.1.1 In such an occurrence the “Client” shall give a not less than thirty (30) days’ written notice of termination to the Consultancy firm/agency, and sixty (60) days in case of the event referred to in (i).

2.9.2 By the Consultancy firm/agency: The Consultancy firm/agency may terminate this Contract, by not less than thirty (30) days’ written notice to the “Client”, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause GC 2.9.2.

- a. If the “Client” fails to pay any money due to the Consultancy firm/agency pursuant to this Contract and not subject to dispute pursuant to Clause GC 8 hereof within forty-five (45) days after receiving written notice from the Consultancy firm/agency that such payment is overdue.
- b. If, as the result of Force Majeure, the Consultancy firm/agency is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- c. If the “Client” fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.
- d. If the “Client” is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultancy firm/agency may have subsequently approved in writing) following the receipt by the “Client” of the Consultancy firm/agency’s notice specifying such breach.

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

2.9.4 Cessation of Services: Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Consultancy firm/agency shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall

make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultancy firm/agency and equipment and materials furnished by the "Client", the Consultancy firm/agency shall proceed as provided, respectively, by Clauses GC 3.9 or GC 3.10 hereof.

2.9.5 Payment upon Termination: Upon termination of this Contract pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the "Client" shall make the following payments to the Consultancy firm/agency:

- a. If the Contract is terminated pursuant to Clause 2.9.1 (h), (i) or 2.9.2, remuneration pursuant to Clause GC 6.3(h) (i) hereof for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures pursuant to Clause GC 6.3(h)(ii) hereof for expenditures actually and reasonably incurred prior to the effective date of termination;
- b. If the agreement is terminated pursuant of Clause 2.9.1 (a) to (g), the Consultancy firm/agency shall not be entitled to receive any agreed payments upon termination of the contract. However, the "Client" may consider to make payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to the Client. Applicable Under such circumstances, upon termination, the client may also impose liquidated damages as per the provisions of Clause 9 of this agreement. The Consultancy firm/agency will be required to pay any such liquidated damages to client within 30 days of termination date.

2.9.6 Disputes about Events of Termination: If either Party disputes whether an event specified in paragraphs (a) through (h) of Clause GC 2.9.1 or in Clause GC 2.9.2 hereof has occurred, such Party may, within forty-five (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 CONSULTANCY FIRM/AGENCY

3.1 General

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

3.2 Conflict of Interests: The Consultancy firm/agency shall hold the "Client's" interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. If during the period of this contract, a conflict of interest arises for any reasons, the Consultancy firm/agency shall promptly disclose the same to the Client and seek its instructions.

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

- a. The payment of the Consultancy firm/agency pursuant to Clause GC 6 hereof shall constitute the Consultancy firm/agency's only payment in connection with this Contract and, subject to Clause GC 3.2.2 hereof, the Consultancy firm/agency shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultancy firm/agency shall use its best efforts to

ensure that any Personnel and agents of either of them, similarly shall not receive any such additional payment.

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

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

3.2.3 Prohibition of Conflicting Activities: The Consultancy firm/agency shall not engage, and shall cause their Personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

3.3 Confidentiality: Except with the prior written consent of the "Client", the Consultancy firm/agency and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultancy firm/agency and its Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

3.4 Insurance to be Taken out by the Consultancy firm/agency: The Consultancy firm/agency (i) shall take out and maintain, at their own cost but **on terms and conditions approved by the "Client"**, insurance against the risks, and for the coverages specified in the SC, and (ii) at the "Client's" request, shall provide evidence to the "Client" showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

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

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

3.7 Reporting Obligations: The Consultancy firm/agency shall submit to the "Client" the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix. Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.

3.8 Documents Prepared by the Consultancy firm/agency to be the Property of the "Client": All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultancy firm/agency for the "Client" under this Contract shall become and remain the property of the "Client", and the Consultancy firm/agency shall, not later than upon termination or expiration of this Contract, deliver all such documents to the "Client", together with a detailed inventory thereof. The Consultancy firm/agency may retain a copy of such

documents, but shall not use anywhere, without taking permission, in writing, from the Client and the Client reserves right to grant or deny any such request. If license agreements are necessary or appropriate between the Consultancy firm/agency and third parties for purposes of development of any such computer programs, the Consultancy firm/agency shall obtain the "Client's prior written approval to such agreements, and the "Client" shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.

3.9 Equipment, Vehicles and Materials Furnished by the "Client": Equipment, vehicles and materials made available to the Consultancy firm/agency by the "Client", or purchased by the Consultancy firm/agency wholly or partly with funds provided by the "Client", shall be the property of the "Client" and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultancy firm/agency shall make available to the "Client" an inventory of such equipment, vehicles and materials and shall dispose of such equipment and materials in accordance with the "Client"'s instructions. While in possession of such equipment, vehicles and materials, the Consultancy firm/agency, unless otherwise instructed by the "Client" in writing, shall insure them at the expense of the "Client" in an amount equal to their full replacement value.

3.10 Equipment and materials provided by the consultancy firm/agency: Equipment or materials brought into the Government's country by the Consultancy firm/agency and the Personnel and used either for the Project or personal use shall remain the property of the Consultancy firm/agency or the Personnel concerned, as applicable.

4. CONSULTANCY FIRM/AGENCY'S PERSONNEL

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

4.2 Description of Personnel:

- a. The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Consultancy firm/agency's Key Personnel are as per the Consultancy firm/agency's proposal and are described in Appendix C. If any of the Key Personnel has already been approved by the "Client", his/her name is listed as well.
- b. If required to comply with the provisions of Clause GC 3.1.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix C may be made by the Consultancy firm/agency by written notice to the "Client", provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1(b) of this Contract. Any other such adjustments shall only be made with the "Client's written approval.
- c. If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by agreement in writing between the "Client" and the Consultancy firm/agency. In case where payments under this Contract exceed the ceilings set forth in Clause GC 6.1(b) of this Contract, this will be explicitly mentioned in the agreement.

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

4.4 Removal and/or Replacement of Personnel:

- a. Except as the "Client" may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Consultancy firm/agency, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Personnel, the Consultancy firm/agency shall forthwith provide as a replacement a person of equivalent or better qualifications.
- b. If the "Client" (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultancy firm/agency shall, at the "Client's" written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the "Client".
- c. Any of the Personnel provided as a replacement under Clauses (a) and (b) above, as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Consultancy firm/agency may wish to claim as a result of such replacement, shall be subject to the prior written approval by the "Client". The rate of remuneration applicable to a replacement person will be the rate of remuneration paid to the replacement person. Also (i) the Consultancy firm/agency shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

4.5 Resident Project Manager: If required by the SC, the Consultancy firm/agency shall ensure that at all times during the Consultancy firm/agency's performance of the Services a resident project manager, acceptable to the "Client", shall take charge of the performance of such Services.

5. OBLIGATIONS OF THE "CLIENT"

5.1 Assistance and Exemptions: Unless otherwise specified in the SC, the "Client" shall use its best efforts to ensure that the Government shall:

- a. Provide the Consultancy firm/agency and Personnel with work permits and such other documents as shall be necessary to enable the Consultancy firm/agency or Personnel to perform the Services.
- b. Arrange for the Foreign Personnel to be provided promptly with all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in India.
- c. Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.
- d. Provide to the Consultancy firm/agency, Sub-Consultancy firm/agency and Personnel any such other assistance as may be specified in the SC.

5.2 Change in the Applicable Law Related to Taxes and Duties: If, after the date of this Contract, there is any change in the Applicable Laws of Odisha with respect to taxes and duties, which are directly payable by the Consultancy firm/agency for providing the services i.e. service tax or any such applicable tax from time to time, which increases or decreases the cost incurred by the Consultancy firm/agency in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultancy firm/agency under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GC 6.1(b).

5.3 Services, Facilities and Property of the "Client":

- a. The "Client" shall make available to the Consultancy firm/agency and its Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in **Appendix E** at the times and in the manner specified in said **Appendix E**.

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

5.4 Payment: In consideration of the Services performed by the Consultancy firm/agency under this Contract, the “Client” shall make to the Consultancy firm/agency such payments and in such manner as is provided by Clause GC 6 of this Contract.

6. PAYMENTS TO THE CONSULTANCY FIRM/AGENCY

6.1 Total Cost of the Services

- a. The total cost of the Services payable is set forth in Appendix D as per the Consultancy firm/agency’s proposal to the Client and as negotiated thereafter.
- b. Except as may be otherwise agreed under Clause GC 2.6 and subject to Clause GC 6.1(c), payments under this Contract shall not exceed the amount specified in Appendix-D.
- c. Notwithstanding Clause GC 6.1(b) hereof, if pursuant to any of the Clauses GC 4.2 (c) or 5.2 hereof, the Parties shall agree that additional payments shall be made to the Consultancy firm/agency in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GC 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause GC 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

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

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

- a. The Consultancy firm/agency shall submit the invoice for payment when the payment is due as per the agreed terms. The payment shall be released as specified at SC 10.
- b. Once a milestone is completed, the Consultancy firm/agency shall submit the requisite deliverables as specified in this Contract. The Client shall release the requisite payment upon acceptance of the deliverables. However, if the Client fails to intimate acceptance of the deliverables or its objections thereto, within 30 days of receipt of it, the Client shall release the payment to the Consultancy firm/agency without further delay.
- c. Final Payment: The final payment as specified in SC 10 shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultancy firm/agency and approved as satisfactory by the “Client”. The Services shall be deemed completed and finally accepted by the “Client” and the final report and final statement shall be deemed approved by the “Client” as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the “Client” unless the “Client”, within such ninety (90) day period, gives written notice to the Consultancy firm/agency specifying in detail deficiencies in the Services, the final report or final statement. The Consultancy firm/agency shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount, which the “Client” has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract, shall be reimbursed by the Consultancy firm/agency to the “Client” within thirty (30) days after receipt by the Consultancy firm/agency of notice thereof. Any such claim by the “Client” for reimbursement must be made within twelve (12) calendar months after receipt by the “Client” of a final report and a final statement approved by the “Client” in accordance with the above.
- d. For the purpose of payment under Clause 6.3 (b) above, acceptance means; acceptance of the deliverables by the Client after submission by the Consultancy firm/agency and the Consultancy firm/agency has made presentation to the CMC / Client (Mention this if

presentation is required) with / without modifications to be communicated in writing by the Client to the Consultancy firm/agency.

- e. If the deliverables submitted by the Consultancy firm/agency are not acceptable to the Client / CMC, reasons for such non-acceptance should be recorded in writing; the Client shall not release the payment due to the Consultancy firm/agency. This is without prejudicing the Client's right to levy any liquidated damages under clause 9. In such case, the payment will be released to the consultant only after it re-submits the deliverable and which is accepted by the Client.
- f. All payments under this Contract shall be made to the accounts of the Consultancy firm/agency specified in the SC.
- g. With the exception of the final payment under (c) above, payments do not constitute acceptance of the Services nor relieve the Consultancy firm/agency of any obligations hereunder, unless the acceptance has been communicated by the Client to the Consultancy firm/agency in writing and the Consultancy firm/agency has made necessary changes as per the comments / suggestions of the Client communicated to the Consultancy firm/agency.
- h. In case of early termination of the contract, the payment shall be made to the Consultancy firm/agency as mentioned here with: (i) Assessment should be made about work done from the previous milestone, for which the payment is made or to be made till the date of the termination. The Consultancy firm/agency shall provide the details of persons reasonably worked during this period with supporting documents. Based on such details, the remuneration shall be calculated based on the man month rate as specified; (ii) A reasonable assessment of the reimbursable and miscellaneous expenses shall be made based on details furnished by the Consultancy firm/agency in this regard with supporting documents and based on the assessment of the work done and the respective rates as provided. Wherever such an assessment is difficult, the rates should be arrived at by calculating the amount on pro-rata basis. The total amount payable shall be the amount calculated as per (i) and (ii) above plus any applicable tax.

7. FAIRNESS AND GOOD FAITH

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

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

8. SETTLEMENT OF DISPUTES

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

8.2 Arbitration: In the case of dispute arising upon or in relation to or in connection with the contract between the Client and the Consultancy firm/agency, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and

Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of 3 (three) arbitrators, one each to be appointed by the Client and the Consultancy firm/agency, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach a consensus regarding the appointment of the third arbitrator within a period of 30 days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed by the Secretary of the Ministry / Department. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.

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

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

9. Liquidated Damages

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

9.2 The amount of liquidated damages under this Contract shall not exceed [10] % of the total value of the contract as specified in Appendix D.

9.3 The liquidated damages shall be applicable under following circumstances:

- a. If the deliverables are not submitted as per schedule as specified in SC 10, the Consultancy firm/agency shall be liable to pay 1% of the total cost of the services for delay of each week or part thereof.
- b. If the deliverables are not acceptable to the Client as mentioned in Clause 6.3 (f), and defects are not rectified to the satisfaction of the Client within 30 days of the receipt of the notice, the Consultancy firm/agency shall be liable for Liquidated Damages for an amount equal to [1] % of total cost of the services for every week or part thereof for the delay.

10. Miscellaneous provisions:

- i. "Nothing contained in this Contract shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent.
- ii. Any failure or delay on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- iii. The Contractor/Consultancy firm/agency shall notify the Client/ the Government of India of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.
- iv. Each member/constituent of the Contractor/Consultancy firm/agency, in case of a consortium, shall be jointly and severally liable to and responsible for all obligations towards the Client/Government for performance of works/services including that of its Associates/Sub Contractors under the Contract.
- v. The Contractor/Consultancy firm/agency shall at all times indemnify and keep indemnified the Client/Government of India against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.

- vi. The Contractor/Consultancy firm/agency shall at all times indemnify and keep indemnified the Client/Government of India against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Contractor's/Consultancy firm/agency's) employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Contractor/Consultancy firm/agency.
- vii. The Contractor/ Consultancy firm/agency shall at all times indemnify and keep indemnified the Client/Government of India against any and all claims by Employees, Workman, Contractors, sub-contractors, suppliers, agent(s), employed engaged or otherwise working for the Contractor, in respect of wages, salaries, remuneration, compensation or the like.
- viii. All claims regarding indemnity shall survive the termination or expiry of the Contract.
- ix. It is acknowledged and agreed by all Parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the (Contractor/ Consultancy firm/agency) for any engagement, service or employment in any capacity in any office or establishment of the Government of India or the Client.

III. Special Conditions of Contract:

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

SC Clause	Ref. of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.	1.5	1. "Client": Attention: Facsimile:
2	1.7	2. Consultancy firm/agency: Attention: Facsimile: {insert name of member}

The Authorized Representatives are:

For the "Client":

For the Consultancy firm/agency:

- 3 2.1 The effectiveness conditions are the following:
- a. The contract to be signed within 15 days of intimation.
- b. Performance bank guarantee to be submitted within 15 days of contract signing.
- 5 2.2 The time period shall be one months
- 6 2.3 The time period shall be 15 days from effective date
- 7 2.4 The time period of expiry of contract is
- 8 4.5 a. The Resident Manager to be located at Bhubaneswar office of the Firm/Agency to coordinate with SLNA
- 9 6.1 (b) The ceiling in local currency is Rs _____ lakhs
- 10 6.3 For lump-sum contracts payment will be made based on milestones indicated for each activity as below:

PAYMENT AND REPORTING SCHEDULE

A. Payment & Reporting Schedule for SLTC's

Outputs	Period	Release of Payment	Total Amount for all SLTC professionals for the Month
Monthly Progress Report (MPR) of SLTCs	By 2 nd of previous month	Remuneration of SLTC professionals as per offer price.	
Absentee Statement, for the month	By 2 nd of previous month		
		Total Amount	

B. Payment & Reporting Schedule for CLTC's

Outputs	Period	Release of Payment	Total Amount for all CLTC professionals for the Month
Monthly Progress Report (MPR) of CLTC	By 5th of the month	Remuneration (Salary and TA/DA) of CLTC professionals for the month. Further, Service Charges as per offer price on or before 5th day of the month.	
Absentee Statement, for the month	By 5th of the month		
Proof of Salary & TA/DA paid to professionals for the previous month	By 5th of the month		
		Total Amount	

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

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

Binding signature of Contractor Signed by _____

(for and on behalf of _____ duly authorized vide Resolution

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

In the presence of (Witnesses)

1.

2.

Appendices-IV

APPENDIX A – DESCRIPTION OF SERVICES

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

APPENDIX B - REPORTING REQUIREMENTS

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

APPENDIX C – STAFFING SCHEDULE

The following is the list of the SLTC & CLTC professionals required in OUHM and ULBs

SI No	Professional required for SLTC & CLTC to be placed in OUHM & ULBs	No. of positions
1	SLTC Professionals with various Qualifications	6
2	CLTC Professionals with Civil Engineering	72
Total		76

All 76 professionals to be placed together and immediately. The number of professionals may be modified as per requirement during the contract period and these professionals have to be placed as per the terms and conditions offered in this RFP. The existing professionals being well versed with the PMAY (U) programme and acquitted with the working environment of in respective ULBs will be preferred.

APPENDIX D – Total COST OF SERVICES IN

Total cost under this contract will be limited to _____ lakhs inclusive of all taxes and duties.

APPENDIX E - DUTIES OF THE “CLIENT”

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

SECTION 5

Annex 5.1

INVOICE FORMAT

To, The Mission Director OUHM, H & UD Dept. Govt. of Odisha 4th Floor, Unnati Bhavan, Satya Nagar, Bhubaneswar, PIN: 751007	Invoice No. Invoice Date. Service Tax Regd. No. PAN No.
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Agreement Name: Establishment and Operationalization of the SLTC & CLTCs under PMAY in Odisha.

Agreement No & Date: _____

Period of Consultancy	Start: 1st July,2022	End: 30th June,2023
Period covered under this claim	Start:	End:

Contract Amount in INR:	Amount received till date in INR:
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Details of the Payment received till date:

Sl. No.	Invoice Date	Invoice No.	Amount Received	Date of Receipt

Sl. No.	Particulars of current claims made for the period	Total amount claimed for the period (in INR)
1.	Salary – SLTC	
2.	Salary – CLTC	
3.	TA/DA -	
4.	Total Service & Other Charges – SLTC - CLTC -	
5.	GST as applicable (at ____%)	

Invoice Total in INR.....

Please make the payment to:

Bank A/C No.	Name of the Account Holder	Branch Code	IFSC Code

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

Statement of Expenditure to be attached

Signature of the Authorised Representative (Second Party)

The claim is correct, and services have been satisfactorily performed. Please arrange payment as claimed.

Signature of the Mission Director, OUHM (First Party)

Annex 5.2
FORMAT FOR SUBMISSION OF MONTHLY PROGRESS REPORTS

State Level Technical (SLTC), PMAY

H & UD Dept., Govt. of Odisha, Bhubaneswar

Monthly PROGRESS REPORT

Submitted by:

For the period:

Month(S) and Year:

Sl. No.	Key Deliverable	Activities	Output	Status	Responsibility
1					
2					
3					
4					
5					

Comments of the SECOND PARTY if any, in bullet points:

SIGNATURE

Authorised Representative:

Date:

Comments of the FIRST PARTY if any, * in bullet points:

SIGNATURE

Mission Director, OUHM:

Date:

***NB: The SLNA/Mission Director will give its feedback on the Progress Report within 7 days from the submission of the Progress Report by the Consultant, otherwise it will be deemed to be approved.**

City Level Technical Cell (CLTC), PMAY
H & UD Dept., Govt. of Odisha, Bhubaneswar

Monthly PROGRESS REPORT

Submitted by:

for the period:

Month(S) and Year:

Sl. No.	Key Deliverable	Activities	Output	Status	Responsibility
1					
2					
3					
4					
5					

Comments of the SECOND PARTY if any, in bullet points:

SIGNATURE

Authorised Representative:

Date:

Comments of the FIRST PARTY if any, * in bullet points:

SIGNATURE

Mission Director, OUHM:

Date:

****NB: The SLNA/Mission Director will give its feedback on the Progress Report within 7 days from the submission of the Progress Report by the Consultant, otherwise it will be deemed to be approved.***

Annexure VII

Bank Guarantee for Performance Security

(Refer Clause 7.1.3)

To,

Mission Director,

OUHM, H & UD Dept. Govt. of Odisha

4th Floor, Unnati Bhavan,

Satya Nagar, Bhubaneswar, PIN: 751007

In consideration of acting on behalf of the Mission Director, Odisha Urban Housing Mission (hereinafter referred as the "Authority", which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s, having its office at (hereinafter referred as the "Consultant" which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), vide the Authority's Agreement no. dated..... valued at Rs..... (Rupees.....), (hereinafter referred to as the "Agreement") a consultancy services for **Odisha Urban Housing Mission (OUHM)**, and the Consultant having agreed to furnish a Bank Guarantee amounting to Rs..... (Rupees) to the Authority for performance of the said Agreement.

We, (hereinafter referred to as the "Bank") at the request of the Consultant do hereby undertake to pay to the Authority an amount not exceeding Rs. (Rupees) against any loss or damage caused to or suffered or would be caused to or suffered by the Authority by reason of any breach by the said Consultant of any of the terms or conditions contained in the said Agreement.

2. We, (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Authority stating that the amount/claimed is due by way of loss or damage caused to or would be caused to or suffered by the Authority by reason of breach by the said Consultant of any of the terms or conditions contained in the said Agreement or by reason of the Consultant's failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs..... (Rupees.....).

3. We, (indicate the name of Bank) undertake to pay to the Authority any money so demanded notwithstanding any dispute or disputes raised by the Consultant in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Consultant shall have no claim against us for making such payment.

4. We, (indicate the name of Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Authority under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the

Authority certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Consultant and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before a period of one year from the date of this Guarantee, we shall be discharged from all liability under this Guarantee thereafter.

5. We, (indicate the name of Bank) further agree with the Authority that the Authority shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Consultant from time to time or to postpone for any time or from time to time any of the powers exercisable by the Authority against the said Consultant and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Consultant or for any forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Consultant or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.

6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Consultant(s).

7. We, (indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Authority in writing.

8. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. _____ crore (Rupees _____ crore) only.

The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 2 hereof, on or before [*** (indicate date falling 180 days after the Bid Due Date specified in the RFQ/RFP for the Project)].

Dated, the day of 20

For (Name of Bank)

(Signature, name and designation of the authorised signatory)

Seal of the Bank:

NOTES:

The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.

The address, telephone no. and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.