

Date: 28th December 2023

RfP for Selection of an Agency for Branding, Communication, Social Media, PR Management & Communication For The International Conclave on Urban Transformation under H & UD Department

**(OFFICE OF MISSION DIRECTOR, AMRUT, H&UD, GOVT.OF ODISHA)
Housing and Urban Development Department Government
of Odisha**

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Invitation for Bid

RFP No:

Letter No:

Bhubaneswar, Dated:

Sealed Proposals are invited by the State Urban Development Agency, Housing and Urban Development Department from firms/ agencies for Branding, Social Media, PR Management & Communication services for the International Conclave on Urban Transformation under H & UD Department, Govt. Of Odisha and to be selected on combined Quality And Cost Based Selection (Combined QCBS) process. The bidders have to submit the technical bid and financial proposal (BoQ) separately for the same. Further details of the services requested are provided in the various annexure enclosed with this letter.

1. Bidder can download the Bid from the official website of H&UD i.e <https://urban.odisha.gov.in/> from **dtd 28.12.2023 to 07.01.2024 upto 5 P.M.**

Completed Proposal for the work in prescribed format shall be received as on 08.01.2024 up to 1 PM. The sealed proposals can be sent well in advance by registered post or speed post or in person to the Office Of Mission Director, AMRUT, H & UD Department, Govt. of Odisha, 3rd Floor, Kharvel Bhawan, Gopabandhu Marg, Keshari Nagar, Bhubaneswar, Odisha 751001, Email: urban.conclave2024@gmail.com. Bidders can also submit proposal by hand to above office for which necessary gate pass can be issued for submission of offer.

2. The Proposal received shall be opened on 08.01.2024 itself at 3 P.M. in the presence of 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.

3. This RFP includes the Following documents:

- i. This Letter of Invitation
- ii. Instructions to Bidders (see Annexure - I)
- iii. Data Sheet and Check List (see Annexure - II)
- iv. Technical Proposal Standard Forms (see Annexure - III)
- v. Financial Proposal Standard form (see Annexure-IV)
- v. Scope of Work (see Annexure - V)
- vi. Standard Contract Document (see Annexure - VI)

4. 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.

5. 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 Office of Mission Director, AMRUT, H&UD, Govt. of Odisha, 3rd Floor, Kharvel Bhawan, Gopabandhu Marg, Keshari Nagar, Bhubaneswar, Odisha 751001, Email: urban.conclave2024@gmail.com

MISSION DIRECTOR, AMRUT, H&UD,
GOVT.OF ODISHA, H&UD Dept

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 package wise and selection shall be based on Combined QCBS.
- 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 " 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/ Agency having experience of successfully executing similar assignments at least two Nos (Branding/Communication/PR Management video production/ social media etc) in last 5 years as on 30th November 2023.
- 2.2 Should have experience of successfully executed at least one (1) assignment in City Branding/Communication/Social Media of minimum contract value 10 lakhs during last 5 years as on 30th November 2023.
- 2.3 Should have experience of successfully executed at least Two (2) video production work / Documentary films of minimum contract value 2 lakhs during last 5 years as on 30th November 2023.
- 2.4 "Average" Annual consultancy turnover of the bidder should be more than Rs. 1 Cr. for last 3 financial years i.e 2020-21, 2021-22 & 2022-23
- 2.5 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.

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: Deleted

7. Pre-Bid Conference: Deleted.

8. Amendment of the RFP document

- 8.1 At any time before submission of Proposals, the Client may amend the RFP by issuing an addendum/ corrigendum to be upload in the official website of Government of Odisha.e <https://urban.odisha.gov.in/>
- 8.2 Any such addendum will be binding on all the Bidders.
- 8.3 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.

9. 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.

10. 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. The Cost of RFP is Rs 5,900/- including all applicable taxes to be deposited in the form of Demand draft to OFFICE OF MISSION DIRECTOR, AMRUT, H&UD, GOVT.OF ODISHA.

11. Taxes

The Bidder may be subject to taxes (such as: fringe benefit tax, value added tax, Income tax, duties, etc.) on amounts payable by the Client under the Contract, which are to be borne by the bidder. However Service Tax/ GST as applicable rate shall be payable extra at Actual.

12. Submission of Proposal

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

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

13. Documents comprising the Proposal

Bidders shall submit one sealed envelope, containing the Technical and Financial Proposal package wise. The Technical Proposals will be opened at the date and time specified in the Data Sheet.

14. Proposal validity

14.1 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.

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

15. Format and Signing of Proposals

15.1 Bidder shall submit hard copy of the technical bid as Technical Bid as mentioned in the Data Sheet shall be submitted in the prescribed format attached with this RfP document at *Annexure- III & Annexure-IV*

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

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

16. 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.

17. 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.

18. 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 package wise 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). Rs. 1 Cr–5 Marks For every additional 10 lakhs -1 mark each Max 15 Mark.	15
2.	Similar experience of successfully executed assignment in City Branding/ Communication/Social Media of minimum contract value 10 lakhs during last 5 years as on 30th November 2023.	Single Project of similar experience of contract value 10 lakhs & above - 5 Mark subject to maximum 15 Nos	15
3.	Similar experience in successfully executed video production work minimum contract value 2 lakhs during last 5 years as on 30th November 2023.	Single Project of similar experience of contract value 2 lakhs & above - 5 Mark subject to maximum 15 Nos	15

SN	Main Criteria and Weights * out of Total 100 marks	Sub Criteria	Sub Weights
4	Similar experience of successfully executed assignment in City Branding/ Communication/ Social Media of minimum contract value 10 lakhs during last 5 years as on 30th November 2023 in Odisha	Single Project of similar experience of contract value 10 lakhs & above - 2 Mark subject to maximum 20 Nos	20
	Methodology including work plan and proposed management plan- 35 Marks	Methodology including work plan and proposed management plan	35

Note:

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% and above will be considered technically qualified for further process**. The price bids of technically qualified bidders will only be opened for financial evaluation.

- 1. Quality and Cost Based Selection (QCBS)** method will be followed during the overall selection process. Based on the evaluation of technical proposal, the technically qualified bidders shall be ranked highest to lowest Technical Score (**ST**) in accordance to the marks obtained during the technical evaluation stage. There shall be `70% weightage to technical score and 30% weightage to financial score.

The 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.

19. Presentation:

The consultant will have to make a presentation to CLIENT. The presentation shall cover in sufficient, detail the appreciation of the project, Approach and Methodology, proposed organizational structure, work program, implementation strategy, 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 will be decided by CLIENT and intimated on the day of opening of bid or otherwise at least one week in advance. The presentation to cover the details is given as above.

20. 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.

21. Award of Contract Notification

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.

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

22. 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.

23. Signing of Contract

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

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

23.3 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 RFP: Selection of an Agency / Firms for Branding , communication, Social Media, PR Management & Communication services for the International Conclave on Urban Transformation under H & UD Department, Government of Odisha.
2.	Name of the Client:- Office Of Mission Director, AMRUT, Housing & Urban Development Department, Govt. of Odisha
3.	Method of selection: Combined 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 (BoQ) as per Annexure-IV . The evaluation shall be made as per evaluation criteria specified at Annexure - I (Clause-18).
5.	Deleted
6.	Technical proposal to be submitted: YES, as per form given at annexure -III along with all Supporting documents and same shall be submitted. Bidder shall submit the hard copy of the technical proposal to the Office Of Mission Director, AMRUT, H&UD, Govt. of Odisha office within due date.
7.	Financial proposal (BOQ) to be submitted: YES, Bidder shall submit the financial bid in the format given in Annexure- IV
8.	Address for submission of Hard copy of Proposals: Office of Mission Director 3rd Floor, Kharvel Bhawan, Gopabandhu Marg, Keshari Nagar, Bhubaneswar, Odisha 751001 Email : urban.conclave2024@gmail.com
9.	A pre-bid conference to be held: Not applicable

10	<p>The Client's Representatives:</p> <p>Mission Director 3rd Floor, Kharvel Bhawan, Gopabandhu Marg, Keshari Nagar, Bhubaneswar, Odisha 751001 Email :</p>
11	Proposals shall remain valid for 120-days after the submission date indicated in this Data Sheet.
12	Deleted
13	The Bidder is required to include with its proposal written confirmation of authorization to 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 ANNEXURE-I
16	While submitting the proposal the bidder has to ensure that the technical kept in sealed envelope with superscription " Selection of an Agency / Firms for Branding , communication, Social Media, PR Management & Communication services for the International Conclave on Urban Transformation under H & UD Department, Government of Odisha." and Financial Proposal in original to be kept in separate sealed envelopes with superscription "Financial Proposal for "Selection of an Agency / Firms for Branding , communication, Social Media, PR Management & Communication services for the International Conclave on Urban Transformation under H & UD Department, Government of Odisha ". All the above sealed envelope to be kept in an outer envelope marked as under.
17	<p>The outer envelope must be labeled with(Physical Copy):</p> <p>a) Title: Selection of an Agency / Firms for Branding , communication, Social Media, PR Management & Communication services for the International Conclave on Urban Transformation under H & UD Department, Government of Odisha.</p> <p>b) RFP Number;</p> <p>c) Last date of bid Submission ;</p> <p>d) Full address of bid submission authority with contact no and email on the right;</p> <p>e) Full address of the Bidder with contact no and email on the left.</p>
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	Tender fee must be deposited: YES Tender fee of Rs. 5900/- (non-refundable) Earnest Money Deposit (EMD) to be submitted: YES EMD of Rs. 100000 (Refundable) to be deposited In shape of DD in favor of Mission Director, AMRUT, H&UD, GOVT.OF ODISHA, payable at Bhubaneswar & original copy shall be submitted along with the Bid document before the submission date.
20	Form for Tender fee & Earnest will be: in shape of demand draft in favor of Mission Director, AMRUT, H&UD, Govt. of Odisha payable at Bhubaneswar. Bids not accompanied by tender fees and EMD shall stand rejected.
21	A performance guarantee is to be submitted by the winning Bidder upon signing of Contract: YES.
22	The amount will be 1,00,000/- and the same will be provided in the form of DD valid till completion of contract and same shall be valid till the completion of Contract. In case bidder failed to submit the Performance security, EMD shall be adjusted accordingly & EMD of unsuccessful bidder shall be returned within 7 days.
23	Last date of Online Bid Submission : Last date of submission of Hard copy: 08.01.2024 up to 13.00 hours (1.00 PM).
24	Date and time for public opening of the Technical Proposals 08.01.2024 at 15.00 hours (3.00 PM). Date & time of opening of Financial proposal will be communicated later to eligible bidders.
25	Expected date/month for commencement of consulting services: 15 th January 2024
26	Expected date/month for completion of consulting services: 29 th February 2024 Can be extended for further year based on performance

B. Check List:

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

i)	1.	Whether the Technical 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?
	5.	Whether the number of pages of the proposal properly indexed?
ii)	1	All the bidders should send:

	a) Agency's consent letter
	b) Brief Profile of the Agency
	c) Documentary evidence of Agency having experience of successfully executing similar assignments at least two Nos (Branding, Communication, PR Management video production & social media etc) in last 5 years as on 30 th November 2023.
	d) Documentary evidence of Agency having experience of successfully execution of at least one (1) assignment in City Branding, Communication, Social Media of minimum contract value 10 lakhs during last 5 years as on 30 th November 2023.
	e) Documentary evidence of Agency having experience of successfully executed at least Two (2) video production work minimum contract value 2 lakhs during last 5 years as on 30 th November 2023.
	f) 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.

Annexure -III

Technical Proposal Letter of Submission

Letter No.:

Place:

Date:

From:

[Name of Consultant with
Complete Address of Communication]

To:

**The Mission Director, AMRUT
H & UD , Govt of Odisha
3rd floor, Kharvel Bhawan, Gopabandhu Marg
Kesari Nagar, Bhubaneswar, Odisha- 751001**

Subject: RfP for Selection of an Agency / Firms Branding , communication, Social Media, PR Management & Communication services for the International Conclave on Urban Transformation under H & UD Department, Government of Odisha.

Sir,

We, the undersigned, offer to provide the services for the above in accordance with your Request for Proposal dated [] We are here by submitting our Technical Proposal (As per Appendix-1) in a sealed in an envelope .

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

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	
1.	Permanent address Tel : Fax: Email id :	
2.	Name of the Authorized person for submitting proposal: Mobile No. : Email id : <i>(Attach Authorization letter of Competent Authority)</i>	
3.	Demand draft Details Tender fee / Detail of Online Transfer Amount : DD No. : Issuing Date: Name of the Bank: UTR Number:	
4.	Demand draft Details OF EMD Amount : DD No. : Issuing Date: Name of the Bank: UTR Number:	
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 black listing 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 Scope of Work of RFQ	YES
9.	Confirm to accept all term & conditions specified in RFQ documents	YES
11.	Proof of agency having at least 5-years of experience of providing similar services as on 30th November 2023	

B. Financial Details:

SN	Year	Consultancy Turnover	Net worth
1.	2020-21		
2.	2021-22		
3.	2022-23		
4.	Avg for 3 years		

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

C.WORK Experience (Similar Project) up to 30/11/2023. Executed similar assignments (Branding, Communication, PR Management video production & social media etc of total contract value Rs 10 lakhs) in last 5 years as on 30th November 2023.

SN	Name of Client and Address	Project Details (Branding, Communication, PR Management video production & social media)	Value of contract fee in INR	Work order issued/MoA signed with with completion/performance certificate (date) (Attach documents)	Status of implementation	Reference Page in RFP

(ADD ROWS IF REQUIRED)

E. Similar Experience in video production work/ Documentary films minimum contract value 2 lakhs during last 5 years as on 30th November 2023.

SN	Name of Client and Address	Project details (Video production work/ documentary films)	Value of contract fee in INR	Work order issued/MoA signed with with completion/performance certificate (date) (Attach documents)	Status of implementation	Reference Page in RFP

F. Executed similar assignments (Branding/ Communication/ PR Management / video production & social media etc of total contract value Rs 10 lakhs) in last 5 years as on 30th November 2023 in Odisha

SN	Name of Client and Address	Project details (City branding/ Communication/ social media)	Work order issued/MoA signed with with completion/ performance certificate (date) (Attach documents)	Status of implementation	Reference Page in RFP

(ADD ROWS IF REQUIRED)

G. Methodology including Management Plan

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

- i. Methodology including work plan and proposed management plan.

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

Name of Firm:

Address:

ANNEXURE- IV

FINANCIAL PROPOSAL SUBMISSION (To be submitted Online)

[Location, Date]

To:

**The Mission Director, AMRUT
H &UD, Govt. of Odisha
3rd Floor, Kharvel Bhawan, Gopabandhu Marg
Kesari Nagar, Bhubaneswar- 751001
Email:**

Dear Sirs:

We, he under signed, offer to provide services in accordance with your Request for Proposal dated[Insert Date]and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s)in words . This amount is exclusive of the Domestic taxes. We here by 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 indicatedinParagraph4ofthe Part-II Data Sheet.

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

1. Branding:

SI	Deliverables	Units	Cost
1	Branding as Per Scope of Work	Lumsum	
17	GST		
	Total		

2. Communication:

i. Social Media:

SI	Deliverables	Units	Cost
1	As per Scope of work	Lumsum	
2	GST		
	Total		

ii. PR :

SI	Deliverables	Units	Cost
1	As per Scope of Work	Lumsum	
2	GST		
	Total		

3. Community Participation Video:

SI	Deliverables	Units	Amount
1	Community Participation Video (Overall) as per Scope	Lumsum	
7	GST		
	Total		

4. Contingency: Rs 1000000/- (Rupees Ten lakhs Only) Fixed

5. Grand Total (1+2+3+4) : Rs _____/-

Amount in Words : _____

Note :

1. GST as applicable from time to time will be paid Extra.

2. Contingency fund of Rs 10 lakhs (Fixed) is provisioned and shall be paid to Selected agency after prior approval from OFFICE OF MISSION DIRECTOR, AMRUT, H&UD, GOVT.OF ODISHA to meet any other unforeseen expenditure apart from above scope of service during the period of contract.

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Annexure – V

SCOPE OF WORK

1. Objectives :

The Partner shall be tasked with delivering Branding & Communication, Designing of Marketing Materials, Printing of Collaterals & Merchs, Social Media and PR, Photo & Community Participation documentary video International Conference organized by H& UD Department, Government of Odisha from 16.01.2024 to 18.01.2024 at Hotel Taj Bivanta, Bhubaneswar. Agency shall work under direct supervision of Mission Director, AMRUT, H& UD, Govt. Odisha. Agency shall coordinate with the designated Hotel for the necessary arrangements on the scheduled program.

2. Branding & Communication:

The cornerstone of any impactful campaign, the branding and communication strategy sets the tone for the entire project.

2.1 Development of Logo:

The partner agency will be entrusted with the responsibility to develop the branding and communication strategy, emphasizing the creation of a distinctive logo that encapsulates the brand's essence. This visual cornerstone will be consistently applied across all touchpoints, ensuring a cohesive and recognizable identity. The agency's expertise will play a pivotal role in establishing a strong brand presence, fostering trust and connection with the target audience.

2.2 Designing of Brochure:

The partner agency will shoulder the responsibility of designing a compelling and informative brochure, serving as the tangible embodiment of the brand's narrative and offerings. Through a careful balance of aesthetics and information, the agency will create a versatile marketing tool that resonates with the audience. The brochure, whether in print or digital form, will showcase the agency's prowess in harmonizing visually appealing graphics and compelling content to deliver a comprehensive overview of the brand.

2.3 Outdoor Branding & Installation:

The partner agency will take charge of the strategic planning and execution of outdoor branding and installation, leveraging its expertise to amplify brand visibility and reach. From billboards to innovative installations, the agency's responsibility extends to ensuring that the brand's message is effectively communicated in diverse outdoor spaces. The agency's meticulous approach will transform outdoor environments into impactful brand platforms, reinforcing the brand's prominence.

2.4 Vehicle Branding:

The agency will be entrusted with transforming vehicles into mobile brand ambassadors,

taking on the responsibility of designing attention-grabbing vehicle branding. Through this dynamic and mobile extension of the brand's identity, the agency will create designs that are instantly recognizable and convey key messages. This responsibility transforms ordinary vehicles into powerful assets for brand visibility and engagement during daily commutes.

2.5 Kiosk Booths:

The partner agency will play a pivotal role in the development of interactive kiosk booths, taking responsibility for their design and layout. These portable structures will be designed to showcase products, provide information, and create immersive brand experiences. Through thoughtful design and engaging visuals, the agency will ensure that the kiosk booths become effective touchpoints for direct audience engagement, contributing to memorable brand interactions.

2.6 Designing of Marketing Materials:

The agency will be entrusted with the responsibility of crafting diverse marketing materials, encompassing everything from posters and flyers to digital assets. Through consistent design language, the agency will ensure a unified and professional appearance across all materials. The responsibility of developing persuasive marketing materials, whether in print or digital formats, rests with the agency, showcasing its ability to influence and engage the audience with the brand's offerings.

3. Branding:

The agency will play a central role in venue setup and branding, taking on the responsibility of transforming the event space into an immersive environment aligned with the theme. From conceptualizing and executing event backdrops for each session to creating visually striking partners' walls, the agency's expertise will ensure a seamless integration of branding elements, contributing to an engaging and visually appealing event experience.

4. Social Media and PR:

The agency will be entrusted with the responsibility of driving the social media and public relations efforts for the event. This includes regular updates across all social media channels, creation of engaging content such as creative and small videos, and comprehensive photo and video documentation. The agency's expertise in managing pre-event and event-specific content, bytes, and drone documentation will contribute to a vibrant online presence, maximizing reach and engagement. Press Release on the events and promotion of the event on social media and paid collaboration (billed on actuals).

Agency will provide Social Media and PR services for two (2) months which may be adjusted as per the requirement by Office Of Mission Director, AMRUT, H&UD, Govt. Of Odisha.

5. Overall Video on Community Participation:

The agency will craft a compelling video highlighting the vibrant and active participation of the community in the event. This video will capture the essence of collective engagement, showcasing the diverse contributions and enthusiasm of community members, thereby emphasizing the event's impact on fostering a sense of belonging and involvement. Price for the videos should be quoted as per prescribed rate of I & PR . Duration of the videos to be finalized with discussion with client. The script writing , shooting, editing and all other related services for the videography shall be in the scope of Agency.

Annexure -VI

Standard Form of Contract

CONTENTS

I. Form of Contract

II. General Conditions of Contract

1. General Provisions
2. Commencement, Completion, Modification and Termination of Contract
3. Obligations of the Consultancy firm/agency
4. Consultancy firm/agency's' Personnel and Sub-Consultancy firm/agencies
5. Obligations of the Client
6. Payments to the Consultancy firm/agency
7. Fairness and Good Faith
8. Settlement of Disputes
9. Liquidated Damages
10. Miscellaneous Provisions

III. Special Conditions of Contract

IV. Appendices

Appendix A-Description of Services

Appendix B- Total Cost of Services

Appendix C- Duties of Client

Contract for Selection of an Branding , communication, Social Media, PR Management & Communication services for the International Conclave on Urban Transformation under H & UD Department, Govt. Of Odisha

between

**State Urban Development Agency (OFFICE OF MISSION DIRECTOR, AMRUT, H&UD, GOVT.OF ODISHA)
H & UD Department , Govt. of Odisha**

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 (herein after called the "Contract") is made the [day] day of the month of [month], [year], between **(OFFICE OF MISSION DIRECTOR, AMRUT, H&UD, GOVT.OF ODISHA) H & UD Department**, **Govt. of Odisha** (here in after called the "Client"), or the First Party and, [name of Consultancy firm/agency] (here in after 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 date disused 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 for thin this Contract.

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

1. The following documents attached here to 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: Total Cost of Services
 - Appendix C: Duties of Client

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 here to 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

MISSION DIRECTOR, AMRUT,
H&UD, GOVT.OF ODISHA, 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" mean these General Conditions of Contract.
- (h) "Government" means the Government of Odisha
- (i) "Local Currency" means Indian Rupees.
- (j) "notice" Written communication sent to Address for communication mentioned in contract.
- (k) "Party" means the "Client" or the Consultancy firm/agency, as the case may be, and "Parties" means both of them.
- (l) "Personnel" means professionals and support staff provided by the Consultancy firm/agency assigned to perform the Services or any part thereof; "Foreign Personnel" means such professionals and support staff who at the time of being so provided had their domicile outside the Government's country; "Local Personnel" means such professionals and support staff who at the time of being so provided had their domicile inside the Government's country; and "Key Personnel" means the Personnel referred to in Clause GC 4.2(a).
- (m) "Reimbursable expenses" means all assignment-related costs [such as travel, translation, report printing, secretarial expenses, subject to specified maximum limits in the Contract].
- (n) "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented.
- (o) "Services" means the work to be performed by the Consultancy firm/agency pursuant to this Contract, as described in Appendix A hereto.
- (p) "Third Party" means any person or entity other than the "Client", or the Consultancy firm/agency.
- (q) "In writing" means communicated in written form with proof of receipt.

1.2 Relationship Between the Parties

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

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

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

1.5 Notices

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

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

1.6 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.

1.7 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.

1.8 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 anytime 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 anytime 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 for 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 GC2.9 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 GC7.2 hereof, 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 here under 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, lock outs or other industrial action (except where such strikes, lock outs 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 here under.

2.7.2 No Breach of Contract: The failure of a Party to fulfil any of its obligations here under shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable 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 GC8.

2.8 Suspension: The "Client" may, by written notice of suspension to the Consultancy firm/agency, suspend all payments to the Consultancy firm/agency here under 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 here under, as specified in a notice of suspension pursuant to Clause GC2.8 herein above, within thirty(30) days of receipt of such notice of suspension or within such further period as the –Client|| may have subsequently approved in writing.
- b. If the 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) in solvent 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 8hereof.
- 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 GC8 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 8hereof.
- 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 GC2.2 or GC2.9 hereof, or upon expiration of this Contract pursuant to Clause GC2.4 hereof, all rights and obligations of the Parties here under 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 GC3.3 hereof, (iii) the Consultancy firm/agency's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC3.6 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 GC2.9.1 or GC2.9.2 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 GC6.3 (h) (i) hereof for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures pursuant to Clause GC6.3(h)(ii) hereof for expenditures actually and reasonably incurred prior to the effective date of termination;
- b. If the agreement is terminated pursuant of Clause 2.9.1 (a) to (g), the Consultancy firm/agency shall not be entitled to receive any agreed payments upon termination of the contract. However, the Client may consider to make payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to the Client. Applicable Under such circumstances, upon termination, the client may also impose liquidated damages as per the provisions of Clause 9 of this agreement. The Consultancy firm/agency will be required to pay any such liquidated damages to client within 30 days of termination date.

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

3. OBLIGATIONS OF THE CONSULTANCY FIRM/AGENCY

3.1 General

3.1.1 Standard of Performance: The Consultancy firm/agency shall perform the Services and carry out their obligations here under 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 Contractor 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 GC6 hereof shall constitute the Consultancy firm/agency's only payment in connection with this Contract and, subject to Clause GC3.2.2 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 here under, 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 cover ages 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 here under, 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 CDROM 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 any where, 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 Projector 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: -Deleted

4.3 Approval of Personnel: - Deleted

4.4 Removal and/or Replacement of Personnel:- Deleted

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 here to, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GC 6.1(b).

5.3 Services, Facilities and Property of the Client:

- a. The Client shall make available to the Consultancy firm/agency and its Personnel, for the

purposes of the Services and **free of any charge**, the services, facilities and property described in Appendix E at the times and in the manner specified in said **Appendix E**.

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

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

5.5 Counterpart Personnel:

- a. If necessary, the Client shall make available to the Consultancy firm/agency free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultancy firm/agency's advice, if specified in Appendix E.
- b. Professional and support counterpart personnel, excluding the Client's liaison personnel, shall work under the exclusive direction of the Consultancy firm/agency. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultancy firm/agency that is consistent with the position occupied by such member, the Consultancy firm/agency may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.

6. PAYMENTS TO THE CONSULTANCY FIRM/AGENCY

6.1 Total Cost of the Services

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

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

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

- a. The Consultancy firm/agency shall submit the invoice for payment when the payment is due as per the agreed terms. The payment shall be released as per the work related milestones achieved and as specified as per SC 10.
- b. Once a milestone is completed, the Consultancy firm/agency shall submit the requisite deliverables as specified in this Contract. The Client shall release the requisite payment upon acceptance of the deliverables. However, if the Client fails to intimate acceptance of the deliverables or its objections thereto, within 30 days of receipt of it, the Client shall release the payment to the Consultancy firm/agency without further delay.
- c. Final Payment: The final payment as specified in SC 10 shall be made only after the final

report and a final statement, identified as such, shall have been submitted by the Consultancy firm/agency and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final statement shall be deemed approved by the Client as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the Client unless the Client, within such ninety (90) day period, gives written notice to the Consultancy firm/agency specifying in detail deficiencies in the Services, the final report or final statement. The Consultancy firm/agency shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount, which the Client has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract, shall be reimbursed by the Consultancy firm/agency to the Client within thirty (30) days after receipt by the Consultancy firm/agency of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with the above.

- d. For the purpose of payment under Clause 6.3 (b) above, acceptance means; acceptance of the deliverables by the Client after submission by the Consultancy firm/agency and the Consultancy firm/agency has made presentation to the CMC / Client (Mention this if presentation is required) with / without modifications to be communicated in writing by the Client to the Consultancy firm/agency.
- e. If the deliverables submitted by the Consultancy firm/agency are not acceptable to the Client / CMC, reasons for such non-acceptance should be recorded in writing; the Client shall not release the payment due to the Consultancy firm/agency. This is without prejudicing the Client's right to levy any liquidated damages under clause 9. In such case, the payment will be released to the consultant only after it re-submits the deliverable and which is accepted by the Client.
- f. All payments under this Contract shall be made to the accounts of the Consultancy firm/agency specified in the SC.
- g. With the exception of the final payment under (c) above, payments do not constitute acceptance of the Services nor relieve the Consultancy firm/agency of any obligations hereunder, unless the acceptance has been communicated by the Client to the Consultancy firm/agency in writing and the Consultancy firm/agency has made necessary changes as per the comments / suggestions of the Client communicated to the Consultancy firm/agency.
- h. In case of early termination of the contract, the payment shall be made to the Consultancy firm/agency as mentioned here with: (i) Assessment should be made about work done from the previous milestone, for which the payment is made or to be made till the date of the termination. The Consultancy firm/agency shall provide the details of persons reasonably worked during this period with supporting documents. Based on such details, the remuneration shall be calculated based on the man month rate as specified; (ii) A reasonable assessment of the reimbursable and miscellaneous expenses shall be made based on details furnished by the Consultancy firm/agency in this regard with supporting documents and based on the assessment of the work done and the respective rates as provided. Wherever such an assessment is difficult, the rates should be arrived at by calculating the amount on pro-rat a 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 here under shall be construed as reasonable estimate of the damages and both the parties agree to pay such liquidated damages, as defined here under 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 **SC10**, 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.

9.4 Performance Security:

- i. The selected bidder, for due and faithful performance of its obligations under the Contract, shall be required to provide a "Performance Security" of the value equivalent to [Specified in SCC] of the contract value in shape of a 'Bank DD ' from a scheduled bank, to OFFICE OF MISSION DIRECTOR, AMRUT, H&UD, GOVT.OF ODISHA in favor of the Administrative officer, OFFICE OF MISSION DIRECTOR, AMRUT, H&UD, GOVT.OF ODISHA, Odisha payable at Bhubaneswar within 15 days of receiving of LOA/Purchase order. The performance security shall remain valid completion of contract.
- ii. The Performance security shall be denominated in Indian rupees.
- iii. The performance security shall be discharged by the Purchaser within 60 days from the date of completion of contract obligation.
- iv. The security shall be fortified in the following cases:
 - a) In case of agency failed to perform the service as per contract.
 - b) In case delay in delivering the service without any reasonable cause

III. Special Conditions of Contract:

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

SC Clause	Ref. Of GC Clause	Amendments of, and Supplements to, Clauses in The General Conditions of Contract
1.	1.5	The addresses are: 1. Client: Attention: Facsimile: 2. Consultancy firm/agency: Attention: Facsimile:
2.	1.7	{insert name of member} The Authorized Representatives are: <p style="text-align: right;">For the Client:</p> <p style="text-align: right;">For the Consultancy firm/agency:</p>
3.2.1		The effectiveness conditions are the following: a. The contract to be signed within 15 days of intimation. b. Performance bank guarantees 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 and can be extended for further period based on performance.

8 4.5 The Client Servicing Manager, to be located at Bhubaneswar office of the Firm/Agency to coordinate with OFFICE OF MISSION DIRECTOR, AMRUT, H&UD, GOVT.OF ODISHA

9.. 6.1 (b) The ceiling in local currency is Rs lakhs

10. 6.3 **PAYMENT Term:**

 i) 20% Advance of the contract Price.

 ii) 80% shall be paid within 30 days from the date of completion on event & submission of Invoice.

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

12 9.4 Performance Security shall be 5% of the contract price.

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 Scope of Work to be carried 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 and approved by Client etc.

APPENDIX B – Total COST OF SERVICES

Total cost under this contract will be limited tolakhs inclusive of all taxes and duties.

APPENDIX C -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).

