

Invitation for Bid

RFP No:008

Date:02.07.25

RFP for Establishing the Odisha Urban Design Hub (OUDH) under the Department of Housing & Urban Development, Odisha

Bhubaneswar, Dated: 02.07.25

Proposals are invited by the State Urban Development Agency, Housing and Urban Development Department from amongst Agencies for **Technical Assistance/Professional Service Providers for Establishing the Odisha Urban Design Hub (OUDH) under the Department of Housing & Urban Development, Odisha** for a Contract period of THREE years, to be selected on Quality and Cost Based Selection (QCBS) process. The bidders have to submit single technical bid for and financial proposal (BoQ) separately through e procurement portal ie:- tenderodisha.gov.in. Further details of the services requested are provided in the various annexures enclosed with this letter

Completed Proposal for the work in prescribed format shall be available for up loading through e-procurement portal ie:- tenderodisha.gov.in. up **to 21.07.2025 up to 11.00 AM**.

The copy of the proposals may be sent by registered post or speed post or in person to the **State Urban Development Agency (SUDA), H & UD Department, Govt. of Odisha, Adjacent to Bhubaneswar Municipal Corporation Office, Vivekanand Marg, Bhubaneswar, PIN: 751014, Email: sudaodisha1990@gmail.com**. Bidders can also submit proposal by hand to above office.

The Proposal received shall be opened through e procurement portal ie:- tenderodisha.gov.in. on **21.07.2025 itself at 4.00 P.M.** in the presence of representatives of bidders who desired to be present. Bidders are requested to ensure their representative must submit an authorization letter from the bidder. The physical copy shall be used by Authority only for reference, but e-bid submitted shall only be considered for evaluation.

1. 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)
- iii. Technical Proposal Standard Forms (see Annexure – III)
- iv. Financial Proposal Standard form (see Annexure—IV)
- v. Terms of Reference (ToR) (see Annexure – V)
- vi. Standard Contract Document (see Annexure - VI)
- v. Bank Guarantee Format for Performance (see Annexure - VII)
- vi. E-Procurement Guideline – Annexure- VIII
- vii. Format for Integrity pact- Annexure- IX**

2. 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. Bidders are advised to study E-Procurement Guideline – Annexure- VIII in advance to get themselves registered to bid in this e-tender.
3. The Client reserves the right to cancel the entire bid process or part of it, at any stage without assigning any reason thereof.
4. Other details can be seen in the bidding documents, which will be available in website **www.tendersodisha.gov.in** with effect from **02.07.2025**.

Interested Bidders may obtain further information from the office of the Addl Director, SUDA ,H & UD Dept., Odisha via Tel. 0674-2432317, e-mail : sudaodisha1990@gmail.com.

SD/-

Administrative Officer

SUDA, 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 through e procurement portal ie:- **tenderodisha.gov.in.** and selection shall be based on 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 "overall works" would be accepted.

2. Eligible Bidder

- 2.1 The Bidder shall be a company as specified in Companies Act, 1956/ 2013 or a company incorporated under equivalent law abroad or a society registered under The Societies Registration Act, 1860 or a trust registered under the Indian Trusts Act, 1882 or a Partnership Firm registered under the Indian Partnership Act 1932 or a Limited Liability Partnership registered under The Limited Liability Partnership Act, 2008 or an NGO registered with relevant Government with at least five years of experience of operations . Certificate of incorporation in accordance with provisions of relevant Act to be enclosed along with the Proposal.
- 2.2 Experience of providing consultancy services of at least one assignment either completed or ongoing (Operating for more than 1 year) of preparing urban design guidelines for state/city government agencies in the last 10 years with consultancy fee above Rs 1.0 lakh.
- 2.3 The bidder should have experience of at least 5 completed/ongoing Urban Planning/Design projects for state/city government agencies in the last 10 years with consultancy fee above Rs 1.0 lakh and at least one project should be of large scale (400 acres or more) of Urban Planning/Design.
- 2.4 "Average" Annual consultancy turnover of the bidder should be more than Rs 2.0 Cr. for last 3 financial years ().
- 2.5 The Bidder shall have a positive net worth for the last three (3) financial years 'period comprising
- 2.6 The agency should have at least 5 years of experience of providing similar services in the context of preparing DPR & detailed drawings, BOQ, specifications, bid document preparation for similar projects in Government / PSU for Urban areas in India.
- 2.7 The bidder should have engaged with a minimum of one state government on capacity building programs involving training of more than 50 nos personal.
- 2.8 The bidder must have experience in set-up and running of a minimum of one state level project management unit (PMU) for minimum 1 year with fee above Rs 50.0 lakh or above.

- 2.9 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.

Note: 1. Urban Design projects may be considered as design of public spaces such as blue-green infrastructure, parks, plazas, streets, neighborhood improvement projects or similar works. Please attach relevant project citations mentioning the project title, the value of the contract, design brief, sample drawings, before/after photos, the contract duration and project work order / completion certificates.

2. If the parent/Sister company of the bidder has single balance sheet and agrees to provide technical support for execution of the project, then their credential can be considered.

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.

- 5.3 Prior to award of the contract the successful bidder has to enter with the employee/authority an integrity pact as per format given at **Annexure-IX**.

6. Clarification on Provisions of the RFP Document

Being a case of retender, this clause shall not be applicable.

7. Pre-Bid Conference

Being a case of retender, this clause shall not be applicable,

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 e-procurement site of Odisha i.e e-tenderodisha.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 5,000/- including all applicable taxes to be deposited through e-procurement portal.

11. Taxes

The Bidders fee to include all taxes & duties except GST which shall be paid extra as applicable.

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. 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 A Technical and Financial Proposal (original) mentioned in the Data Sheet shall be submitted on line through e-portal in the prescribed format attached with this RfP document at *Annexure- III & Annexure-IV*
- 15.2 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.
- 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.

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:

The proposal shall first evaluate based on eligibility criteria, responsiveness (EMD, Document Fee, Registration Ect) specified in RFP. Those meeting the same shall further be evaluated technically.

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 - 10 Marks	Consultancy Turnover (average 3 years) 2 Crore: 6 Marks For every additional Rs.10.0 lakhs - 1 Mark each Subject to Maximum of 10 mark	10
2.	Institutional Strength – 15 Marks CVs of Firm/Agencies domain experts in their roll.	Quality and experience of OWN Faculty/ Expert/ Technical Support (in 3 specified domain areas mentioned in the Technical Format, Max 1 best in each domain area & 5 marks for each) For Qualification-2 Marks each (graduate-1Mark & Post Graduate-2 Marks) For Experience-3 Marks each Above 5 years-1mark, Above 10 years-2 mark & above 15 years-3 marks.	15
3.	Similar Experience- 30 Marks (Similar experience of providing consultancy services in completed/ongoing (Operating up to 6 months) urban design projects for state/city government agencies in the last 10 years with consultancy fee above Rs 1.0 lakh	Experience in preparation of DPR for designing complete streets / urban public roads including streetscape, utility services, pedestrian crossing, on-street parking etc. For every 2 KM Road length 1 mark subject to maximum 10 marks	10
		Experience in designing public spaces like public gardens, waterfront, open spaces etc For every 500 sq Meter -1 mark subject to maximum 10 marks	10
		Experience of Urban design project with the Department of Housing & Urban Development Department, Government of Odisha or any other government agencies of the Government of Odisha in the last 5 years. For every 1 Project 5 marks subject to maximum 10 Marks	10

SN	Main Criteria and Weights * out of Total 100 marks	Sub Criteria	Sub Weights
4.	CVs of Key Members of Team proposed for deployment -20 Marks	As per details given under **	20
5.	Presentation- 25 Marks Methodology including Management Plan	Sample presentation of Past Urban Planning/Design projects	10
		Methodology including work plan and proposed management plan	10
		Appreciation of the project and response to the ToR	05
		Total	100

** Marking for key Experts

Sl. No.	Technical Expert	Criteria		Marks	Max Marks	
i	TEAM Lead	Educational Qualification	Master's degree in Urban Design/Planning	2	6	20
		Professional Experience	More than 15 years of experience in field of Urban Design/ Planning/ Policy	3		
			More than 10 years of experience in field of Urban Design / Planning/ Policy	2		
		Worked as Team Leader / Project Manager	On 2 or more projects @ 0.5 mark per each.	1		
ii	Senior Urban Designer	Educational Qualification	Master's degree in Urban Design	2	4	

		Professional Experience	More than 10 years of experience	2		
			More than 8 years of experience	1		
iii	Municipal Policy Expert	Educational Qualification	Master's degree in Urban Planning	2	4	
			Bachelor degree in Urban Planning	1		
		Professional Experience	More than 8 years of experience	2		
			More than 5 years of experience	1		
iv	Infrastructure Expert	Educational Qualification	Master's degree in Civil Engineering	2	4	
			Bachelor degree in Civil Engineering	1		
		Professional Experience	More than 10 years of experience	2		
			More than 7 years of experience	1		
v	Municipal Finance Expert	Professional Experience	More than 8 years of experience in infrastructure financing, municipal financing & procurement, and public-private partnership models.	2	2	
			More than 5 years of experience in infrastructure financing, municipal financing, and public-private partnership models.	1		

18.1 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 and sample of past work done.. The objective of presentation is to enable CLIENT to evaluate the consultant regarding their understanding, capability to deliver quality product 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.

18.2 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.

18.3 The Financial Proposal shall be inclusive of all taxes and duties excluding Goods and Service Tax on contract's invoices. Lowest price shall be determined excluding Goods and Services Tax (GST). The financial bid opening date & time shall be intimated to qualified Bidders. The total technical bid score shall be declared prior to opening of Financial bid in E- Procurement portal.

18.4 Method of Evaluation of the Proposal: QCBS

The lowest evaluated Financial Proposal (FP) is given the maximum financial score (Sf) of 100.

The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:

$Sf = 100 \times Fm / F$, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the proposal under consideration.

The weights given to the Technical (T) and Financial (F) Proposals are:

T = 0.7, and

F = 0.3

Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; F = the weight given to the Financial Proposal; T + F = 1) as following:

Total Score (S) = St x T% + Sf x F%.

The bidders who will secure with highest combined score will be considered as successful bidder.

In case the combined score is same for more than one bidder, the Bidder offering lower financial bid shall be the successful bidder.

19. 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.

20. Award of Contract Notification

- 20.1 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.
- 20.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.

21. 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.

22. Signing of Contract

- 22.1 After notification, the Client shall communicate to the successful Bidder to sign the Contract. Standard Contract Document (see Annexure - VII).
- 22.2 Pursuant to negotiations, the successful Bidder shall sign, date, and return the Contract, along with necessary supporting documents, to the Client.
- 22.3 All formalities of negotiation and signing of contract will be completed within Fifteen (15) days of notification of award.

23. Dispute Resolution

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 15 days after receipt. If that parties fails to resolve the matter shall be referred to Principal Secretary H& UD for resolving the same. The decision of the Principal Secretary, H & UD should be abided by both parties. In case the successful bidder still wants to pursue the dispute, settlement of dispute to be referred to arbitration as per clause-8.0 of condition of contract enclosed herewith.

Annexure – II
Data Sheet and Check List

A. Data Sheet:

1.	Title of Consulting Service: Proposals are invited by the State Urban Development Agency, Housing and Urban Development Department from amongst consultancy firms/ agencies for Establishing the Odisha Urban Design Hub (OUDH) under the Department of Housing & Urban Development, Odisha
2.	Name of the Client:- SUDA, Housing & Urban Development Department, Govt. of Odisha
3.	Method of selection: Quality And Cost Based Selection (QCBS) through bids through e-Procurement portal 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 (Through e-procurement Portal). The evaluation shall be made as per evaluation criteria specified at Annexure – I (Clause-18).
5.	Name of the places in which are to be established and details of specialists to be placed in above are as per APPENDIX-A
6.	Technical proposal to be submitted: YES, as per form given at Annexure –III along with all supporting documents and same shall be submitted through the procedure mentioned in the e-procurement portal i.e <u>tenderodisha.gov.in. Please refer Annexure-8</u>
7.	Financial proposal to be submitted: YES, As per form given at Annexure-IV, Bidder shall submit the financial bid in the format given in the e-procurement portal i.e tenderodisha.gov.in.
8.	Address for submission of physical copy of Proposals: State Urban Development Agency (SUDA) H & UD Department, Govt. of Odisha Vivekanand Marg, Bhubaneswar PIN: 751014 Email : sudaodisha1990@gmail.com
9.	A pre-bid conference to be held: No
10.	The Client's Representative is: State Urban Development Agency (SUDA) H & UD Department , Govt. of Odisha Adjacent to Bhubaneswar Municipal Corporation Office,

	Vivekanand Marg, Bhubaneswar PIN: 751014 Email : sudaodisha1990@gmail.com
11	Proposals shall remain valid for 120 days after the submission date indicated in this Data Sheet.
12	Clarifications on tender to be sent by e-mail to SUDA by date: No
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 , ANNEXURE-I
16	While submitting the proposal the bidder has to ensure that the technical Proposal for Establishment and Operationalization of OUDH in Odisha and Financial Proposal are to be submitted in the FORMAT specified in the RFP and Up loaded in e-procurement portal i.e tenderodisha.gov.in . Instruction as specified in Annexure-VIII to be followed.
17	The copy of the TECHNICAL PROPOSAL up loaded in E-Procurement portal to be submitted at SUDA as detailed at SL-8 above duly sealed and outer envelope must be labeled with: a) Title: “Selection of Consultancy firms/ agencies for establishment and operationalization of OUDH in HUDD, O disha ” b) RFP Number: 008/SUDA c) Last date of bid Submission: 21.07.2025, 11.00 AM d) Full address of bid submission authority with contact no and email on the right; e) Full 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 PRIOR TO ”
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.
19	Tender fee must be deposited: YES Tender fee of Rs. 5,000/- (non-refundable) to be deposited through e-procurement portal. Earnest Money Deposit (EMD) to be submitted: YES. EMD of Rs. 1.00 lakh (Refundable) to be deposited through e procurement portal having online facility or In shape of DD which to be uploaded in the portal & original copy shall be submitted physically before the submission date along with technical proposal.
20	Form for Tender fee & Earnest will be: in shape of demand draft in favor of the SUDA, H & UD Dept. payable at Bhubaneswar. Bids not accompanied by tender fees and EMD shall stand rejected.

21	A Performance Bank Guarantee is to be submitted by the winning Bidder upon signing of Contract: YES
22	The amount will be 5 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 Project Director, SUDA- 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: 21.07.2025, 11.00 AM e-procurement portal i.e <u>tenderodisha.gov.in.</u>
24	Date and time for public opening of the Technical Proposals received: 21.07.2025, 04.00 PM e-procurement portal i.e <u>tenderodisha.gov.in.</u> Date & time of opening of financial proposal will be communicated later to eligible bidders.
25	Expected date/month for commencement of consulting services: August, 2025
26	Expected date/month for completion of consulting services: July ,2028

B. Check List:

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

i)	1.	Whether the Technical Proposals have been properly marked, superscripted, labeled and sealed, as required?
	2.	Whether each proposal has been signed by the appropriate authority? Have all the pages of the proposal been signed?
	3.	Whether the Audited balance sheet for last three years been submitted along with the proposal and chartered accountants' certificate for consultancy turnover and net worth?
	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)		All the bidders should send:
	a.	Agency's acceptance to terms and conditions of RFP
	b.	Brief Profile of the Agency
		C . All documents to fulfill Eligibility criteria mentioned at Annexure-I clause 2.0 and ensure submission of proposal as per FORMAT specified through e-procurement portal i.e <u>tenderodisha.gov.in..</u>
		d. Physical copy of technical bid only to be submitted at SUDA for Reference

Annexure -III

Technical Proposal Letter of Submission

Letter : Place..... Date:.....

From:

[Name of Consultant with
Complete Address of Communication]

To:

State Urban Development Agency (SUDA)
H & UD Department , Govt. of Odisha
Adjacent to Bhubaneswar Municipal Corporation Office,
Vivekanand Marg, Bhubaneswar,
PIN: 751014
Email : sudaodisha1990@gmail.com

Subject: Selection of consultancy firms/ agencies for Establishing the Odisha Urban Design Hub (OUDH) under the Department of Housing & Urban Development, Odisha

We, the undersigned, offer to provide the services for the above in accordance with your Request for Proposal dated 007/SUDA. We are hereby submitting our Technical Proposal (As per Appendix-1) both in e-Procurement Portal and a hardas per instruction of above RFP..

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 our bid. 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 : (Attach Authorization letter of Competent Authority)	
3.	Demand draft Details Tender fee / Detail of Online Transfer Amount : DD No. : Issuing Date : Name of the Bank:	
4.	Demand draft Details OF EMD/ Detail of Online Transfer through e-procurement Portal Amount : DD No. : Issuing Date : Name of the Bank:	
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
9.	Confirm to accept all term & conditions specified in RFP documents	YES

10.	Proof of agency having at least 5 years of experience of providing similar services . Registration No of Company and date with appropriate Authority.(enclose certificate)	
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B. Financial Details:

SN	Year	Consultancy Turnover	Net worth as on 31 st March for the Financial Year
1.	2021-22		
2.	2022-23		
3.	2023-24		
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. (A) Institutional Strength

(Quality and experience of Own Faculty / Expert/ Professionals) in following domain areas. Only CVs of ONE Professionals/Experts in each Domain Area to be given. (detailed CV as per format enclosed to be given)

C.1: URBAN PLANNING

SN	Name of the Expert	Qualification	Experience	Details of best projects	Detail CV placed at page No
1					
2					

C.2.: Infrastructure Development:

SN	Name of the Expert	Qualification	Experience	Details of best projects	Detail CV placed at page No
1					
2					

C.3.:URBAN DESIGN:

SN	Name of the Expert	Qualification	Experience	Details of best projects	Detail CV placed at page No
1					
2					

D.WORK Experience (Similar Project) up to 31/03/2025 For Eligible Projects

D1: Experience of providing consultancy services of at least one assignment of **preparing urban design guidelines** for state/city government agencies in the last 10 years with consultancy fee above **Rs 1.0 lakh**.

SN	Name of Client and Address	Project details Similar experience of providing consultancy services.	Date of Award	Duration of project in years	Value of consultancy fee in Rs.	Work order issued/MoA signed (Attach documents & Page No)	Status of implementation

D2: The bidder should have experience of at least 5 completed/ongoing (Operating more than 1 year) urban design projects for state/city government agencies in the last 10 years with consultancy fee above **Rs 1.0 lakh** and at least one project should be of large scale (400 acres or more) of Urban Design .

SN	Name of Client and Address	Project details Similar experience of providing consultancy services.	Date of Award	Area of the Project in Acres	Value of consultancy fee in Rs.	Work order issued/MoA signed (Attach documents & Page No)	Status of implementation

D3: The agency should have at least 5 years of experience of providing similar services in the context of preparing DPR & detailed drawings, BOQ, specifications, bid document preparation for similar projects in Government / PSU for Urban areas in India. (give at least one project in each FY)

SN	Name of Client and Address	Project details Similar experience of providing consultancy services.	Date of Award	Financial year (2019-20,20-21,21-22,22-23,23-24)	Value of consultancy fee in Rs.	Work order issued/MoA signed (Attach documents & Page No)	Status of implementation

(ADD ROWS IF REQUIRED)

D4:. The bidder must have experience in set-up and running of a minimum of one state LEVEL project management unit (PMU) for minimum 1 year with fee above Rs 50.0 lakh or above.

SN	Name of Client and Address	Project details Similar experience of providing consultancy services.	Date of Award	Period of operation	Value of consultancy fee in Rs.	Work order issued/MoA signed (Attach documents & Page No)	Status of implementation

D5:. The bidder should have engaged with a minimum of one state government on capacity building programs involving training of more than 50 nos personal.

SN	Name of Client and Address	Project details Similar experience of providing consultancy services.	Date of Award	Number of Personal Trained	Value of consultancy fee in Rs.	Work order issued/MoA signed (Attach documents & Page No)	Status of implementation

E.Similar experience of providing consultancy services in completed/ongoing (Operating more than 1 year) urban design projects for state/city government agencies in the last 10 years with consultancy fee above Rs 1.0 lakh

E1; Experience in preparation of DPR for designing complete streets / urban public roads including streetscape, utility services, pedestrian crossing, on-street parking etc

SN	Name of Client and Address	Project details Similar experience of providing consultancy services.	Date of Award	Number of KM covered in design.	Value of consultancy fee in Rs.	Work order issued/MoA signed (Attach documents & Page No)	Status of implementation
1.							
2.							
3.							
4.							
5.							

E2: Experience in designing public spaces like public gardens, waterfront, open spaces etc

SN	Name of Client and Address	Project details Similar experience of providing consultancy services.	Date of Award	Number of SQ Meter covered in design.	Value of consultancy fee in Rs.	Work order issued/MoA signed (Attach documents & Page No)	Status of implementation

E3: Experience of Urban design project with the Department of Housing & Urban Development Department, Government of Odisha or any other government agencies of the Government of Odisha in the last 5 years.

SN	Name of Client and Address	Project details Similar experience of providing consultancy services.	Date of Award	Duration of the contract	Value of consultancy fee in Rs.	Work order issued/MoA signed (Attach documents & Page No)	Status of implementation

F. CVs of 5 Key Persons, Who are proposed to be offered for under the present assignment.

Name of Unit	Name of the Expert	Qualification	Total Years of Experience	Years of Experience in Urban projects	Details of projects
Team Lead					Exp as Team lead
Senior Urban Designer					
Municipal policy Expert					
Infrastructure Experts					
Municipal Finance Expert					

Detail CVs of Experts to be enclosed

G. Methodology including Management Plan

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

- i. Sample presentation of Past Urban Planning/Design projects
- ii. Methodology including work plan and proposed management plan.
- iii. Appreciation of the project and response to the ToR.

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

Name of Firm:

Address:

ANNEXURE- IV

FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To:

State Urban Development Agency (SUDA)

H & UD Department, Govt. of Odisha

Vivekananda Marg, Bhubaneswar

PIN: 751014

Email : sudaodisha1990@gmail.com

Dear Sir:

We, the undersigned, offer to provide the consulting Assignment/job for “**Selection of consultancy firms/ agencies for** Establishing the Odisha Urban Design Hub (OUDH) under the Department of Housing & Urban Development, Odisha” in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal for 1 year is for the sum of [Insert amount(s) in words and figures1]. 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 Paragraph 4 of the Part II Data Sheet.

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

We remain,

Your's sincerely

Authorized Signature [In full and initials]:

Name and Title of Signatory: Name of Firm:

Address:

Enclose: Financial Proposal

Format for Financial Proposal

SI NO	Detail of Experts	No	Rate For the Month) Rs.	Rate Per Year Rs.	Total Amount per Year for number of professional Rs.
	2	3	4	5	6
				(Column-4 * 12)	(Column-3 * C olumn-5)
1	Team Lead	1			
2	Senior Urban Designer	1			
3	Municipal Policy Expert	1			
4	Infrastructure Expert	1			
5	Municipal Finance Expert	1			
6	GIS & Data Analyst	1			
7	Urban Designer / Planner	3			
8	Community Engagement & Participatory Design Expert	1			
9	Total	10			

1. Goods & Service Tax as applicable is payable.
2. Fee offered above shall remain firm and fixed for 2 years of the Contract . For 3rd year escalation of fee of 10% shall be applicable
3. All the costs associated with the assignment shall be included in the Fee offered above. These shall normally cover the costs of telephone/fax, photocopying, couriers and postage, collections and deliveries, stationery, overheads, local conveyance within Bhubaneswar city limits, etc., including all taxes and duties except GST. The Financial Bid shall consider all expenses and tax liabilities excluding GST. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws.
4. Authority shall provide only office space and sitting arrangement for the consultants.
5. In case of Travel required beyond the jurisdictional area of the expert, based on requirement of authority TA/DA to the professionals will be reimbursed to the agency as per the approved rate fixed for Consultants & Experts.

Authorized Signature [In full and initials]:

Name and Title of Signatory: Name of Firm:

Address:

Annexure – V

TERMS OF REFERENCE (TOR)

1. Project Background

The state of Odisha is undergoing rapid urbanization, with cities expanding to accommodate growing populations and infrastructure needs. This urban growth, while providing opportunities, has also led to challenges such as unplanned development, inefficient public spaces, poor connectivity, and environmental degradation.

To address these issues, the **Odisha Urban Design Hub (OUDH)** is envisioned as an advisory body within the **Department of Housing & Urban Development**. The OUDH will drive a structured, place-based approach to urban transformation by developing state-wide design standards, city-specific reforms, and high-impact projects tailored to different urban typologies.

The Odisha government's 2025 budget has also recently introduced an ambitious Tri-City Vision, aiming to develop urban centers into integrated economic corridors with enhanced infrastructure and regional connectivity. These corridors will focus on logistics, tourism, and education hubs, ensuring economic growth through modern infrastructure, efficient mobility, and public space improvements.

The OUDH will also integrate these urban priorities into design guidelines, project feasibility studies, and capacity-building programs, ensuring a cohesive and well-planned urban future for Odisha's cities. The OUDH will operate for a three-year tenure and its key functions will include :

- Developing state-wide urban design guidelines and toolkits.
- Advising on targeted city-level urban design projects.
- Capacity building for engineers, planners, and contractors.
- Identifying a shelf of high-impact projects.
- Providing technical oversight on project feasibility, funding, and execution.
- Designing selected marquee projects.
- A. Monitoring, evaluation and impact assessment.

2. Scope of Services

The selected agency will be responsible for setting up and managing the **Odisha Urban Design Hub (OUDH)**, which will operate under the Department of Housing & Urban Development. The key areas of intervention include:

2.1. State-Wide Reforms

- A. Develop design guidelines, standards, and implementation toolkits for:
 - a. Neighborhood improvement plans
 - b. Roads and streetscapes

- c. Public spaces and mobility infrastructure
- B. Conduct capacity-building programs for engineers and contractors.
- C. Identify a shelf of high-impact urban projects across different city typologies.

2.2. City-Level Reforms

OU DH will implement differentiated urban transformation strategies based on city typologies:

A. Capital Region (Bhubaneswar, Cuttack, Puri, and growth areas towards Khorda)

- a. Develop 15-minute city urban design plans around transit hubs and key landmarks.
- b. Create a differential Development Control Regulation (DCR) for city centers to allow planned densification.
- c. Create differential DCRs for brownfield peri-urban areas, to organize growth and support these with slum proofing action plans and sufficient affordable housing stock.
- d. Provide input on Town Planning (TP) schemes for greenfield peri-urban expansion.
- e. Create toolkits, guidelines and capacity building modules to achieve best-in-class urban roads with the aim to achieve 100% walkability.
- f. Identify and design seven marquee public space projects focused on heritage, commerce, culture, and inclusivity.

B. Large Cities (11 large cities – Brahmapur, Rourkela, Jharsuguda -Sambalpur, Balasore, Baripada, Bhadrak, Paradeep, Koraput-Jeypore , Kendujhar, Phulbani)

- a. Develop one neighborhood improvement plan with a shelf of high impact projects in each of the 11 cities.
- b. Support (through toolkits, guidelines and capacity building) in the construction of world-class walkable roads.

C. Emerging Cities (100 urban centers)

- a. Support (through toolkits, guidelines and capacity building) the creation of dynamic town centers with walkable roads and integrated public spaces serving surrounding rural areas.

3. Deliverables

The selected agency must ensure timely delivery of the following outputs:

- A. **Urban Design Guidelines & Toolkits** – Comprehensive frameworks for neighborhood planning, street design, and public spaces across different city typologies.

- B. **Capacity Building Training Modules** – Training materials and sessions for urban engineers, planners, and contractors; including workshops and field demonstration.
- C. **High-Impact Project Shelf for Cities** – Identification and feasibility studies for priority urban design projects across city categories. As part of this, the agency will be tasked with :
- a. Creation of RFPs and assist in hiring of consultants and contractors
 - i. Development of standardized templates for Detailed Project Reports (DPRs), Good for Construction (GFC) drawings and project monitoring.
 - b. Create designs and DPRs for 7 marquee projects. This will include
 - i. Preparation of concept presentations / feasibility report for project approval.
 - ii. Drawings, Bill of Quantities (BOQs) and DPR for tendering.
 - iii. Good for Construction (GFC) drawings for implementation.

4. Odisha Urban Design Hub (OUDH) Structure & Team Composition

The selected agency will constitute a **10-member team, to be based out of Bhubaneswar**, with the following roles:

4.1. Key Team Members & Qualifications

Technical Expert	No. of Experts	Minimum Qualifications & Experience
Team Lead	1	Master's degree in Urban Design/Planning or similar; 10+ years of experience in urban planning, and project implementation.
Senior Urban Designer	1	Master's degree in Urban Design or similar; 8+ years of experience in public space design, streetscapes, and urban morphology.
Municipal Policy Expert	1	Bachelor (or) Master's degree in Urban Planning or similar; 5+ years of experience in zoning, town planning & policy and regulatory frameworks .
Infrastructure Expert	1	Bachelor (or) Master's degree in Civil Engineering ; 7+ years of experience in government / urban infrastructure projects.

Municipal Finance Expert	1	Master's degree in Finance/Public Policy ; 5+ years of experience in infrastructure financing, Municipal finance , and public-private partnership models.
GIS & Data Analyst	1	Master's degree in GIS/Urban Planning/Geoinformatics ; 5+ years of experience in spatial analysis, mapping, and data visualization.
Urban Designer / Planner	3	Bachelor (or) Master's degree in Urban Design/Architecture/Planning ; 3+ years of experience in public space design, streetscapes, and urban morphology
Community Engagement & Participatory Design Expert	1	Bachelor's degree with 3+ years of experience in stakeholder consultation, participatory planning, and social inclusion projects.

The selected agency must deploy the above team members on a **full-time basis** at the Department of Housing & Urban Development in Bhubaneswar, Odisha, or any offices designated by them within Bhubaneswar.

6.0 SPECIFIC RESPONSIBILITIES OF THE BIDDING FIRM/INSTITUTE/AGENCY

FIRM shall ensure that the OUDH 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:

- i. Procure and retain quality professionals in specified domain areas for the OUDH.
- ii. Provide technical and managerial support through the OUDH to ensure effective implementation of Program in designated cities/towns.
- iii. Report on progress of activities and coordinate closely with the SUDA in the discharge of the roles and responsibilities specified for various experts.
- iv. 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
- v. The FIRM shall ensure that all the Personnel/Professionals/Support Staff of the OUDH are paid their fee on or before 5th day of every succeeding month. 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. The FIRM may decide to pay more or less fee to some professionals on the basis of competency & experience of the incumbent to enhance standards of performance and retain talent.
- vi. For the period of absence of a Professional in the OUDH for more than 15 days, the FIRM will not claim the fee against the Personnel/ Professional concerned for the said period, i.e. period beyond 15

days of absence or non-engagement of such professionals. Provision of 15 days absence is allowed in a year.

- vii. The FIRM shall position its team of professionals at HUDD, Bhubaneswar. 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.
- viii. Report on progress of activities and coordinate closely with SUDA in the discharge of the allied roles and responsibilities assigned to the Unit.
- ix. The professionals deployed by the agency for the OUDH will be dedicated and full time . To ensure quality, the agency will develop and follow an exclusive HR policy describing the standards and guidelines for managing the services . The professionals deployed should be in accordance with the service requirement of the OUDH for which they are being appointed.
- x. 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
- xi. The agency will ensure that in case a person on the team leaves, a replacement is made available in the shortest possible time
- xii. All the monitoring and reporting aspects of this assignment will be under the control and supervision of Nodal officer OUDH.

9.0 PAYMENT AND REPORTING SCHEDULE

B. Payment & Reporting Schedule for OUDH.

The Professionals Shall Report at office of H&UD Dept, Govt. of Odisha. The monthly statement indicating the no of Man days used by the Professional for providing service to be submitted to Reporting Authority. After due endorsement by above Authority, the same to be submitted to SUDA along monthly invoice for releasing of monthly payment to the agency. In addition, the monthly progress report indicating work carried out by the personnel to be submitted to the Nodal officer, OUDH and to SUDA along with the invoice. The above progress report is to be submitted within 15 days after end of the month. The progress report to indicate detail of activities carried out in line with TOR and status on deliverables/targets earmarked. Liquidated damages shall be applicable if Progress report is not submitted 45 days after end of the month.

Payment shall be released by SUDA within 15 days of submission of Invoice and other documents

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 - Reporting Requirements

Appendix C - Staffing Schedule

Appendix D - Cost Estimates

Appendix E - Duties of the Client

**Contract for Establishing the Odisha Urban Design Hub (OUDH) under the Department of
Housing & Urban Development, Odisha**

between

**State Urban Development Agency (SUDA)
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 (hereinafter called the “Contract”) is made the [day] day of the month of [month], [year], between **State Urban Development Agency (SUDA), H & UD Department , Govt. of Odisha**(hereinafter called the “Client”), or the First Party and, [name of Consultancy firm/agency] (hereinafter called the “Consultancy firm/agency”) of the FIRM.

The Client had invited RFP No....., Dtaed..... for (Subject),

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.

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 SUDA, 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.

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 any thing 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 30 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 ten (10) days, including holidays, 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.

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 “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-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 5 % 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 0.5 % of the total cost of the services (invoiced for the month) 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 0.5 % of total cost of the services (invoiced for the month) for every week or part thereof for the delay subject to maximum of 5 % of contract value.

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	The addresses are: 1. "Client" : Attention : Facsimile : 2. Consultancy firm/agency : Attention : Facsimile : {insert name of member}
2.	1.7	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 SUDA
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 OUDH . As per TOR.

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

APPENDIX D – Total COST OF SERVICES IN

Total cost under this contract will be limited tolakhs 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”).

Invoice format

INVOICE

Invoice No.: Invoice Date:

Service Tax

Registration No. PAN Number

Housing & Urban Development Department

Govt. of Odisha

For Attention of _____

Period of Consultancy:	Start Date _____	End Date _____
Milestone achieved for this claim Period Covered by this Claim		

Contract For: _____

Contract No.: _____

Maximum Contract Value: _____ Total Amount Received _____

Claims made Amount:	Date	Invoice No.	Date Received	Amount:	Date
	Invoice No.		Date Received		
Amount:	Date	Invoice No.	Date Received		

Particulars of current claim made should be mentioned here	Amount	Tax if any
Invoice Total		

PLEASE MAKE PAYMENT TO:

Bank Account: _____ Bank SWIFT ID: _____

Account Number: _____ Account Number: _____

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 engagement and have not been claimed before.

Signature of Bidder

The claim is correct and Services have been received. Please arrange payment:

Project Officer/Advisor

Annexure-VII

Bank Guarantee Format for Performance

To

The SUDA,

Housing & Urban Development Department,

Govt. of Odisha

WHEREAS.....(name and address of the contractor) (hereinafter called "the contractor") has undertaken, in pursuance of contract no dated.....to provide service of(description of services) (herein after called "the contract").

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

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

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

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

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

This guarantee shall be valid until the day of, 20.....

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

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

.....
Name and designation of the officer

.....
Seal, name & address of the Bank and address of the Branch

* Preferably at Bhubaneswar

Annexure- VIII
E- Procurement Guideline

Executive Instruction regarding calling for and acceptance of tenders in e-Procurement in Govt. of Odisha.

Appendix - I

Government of Odisha Works Department

Office Memorandum

File No.07556900042013 (Pt-II) – 7885/W Dated 23.07.2013

Sub: Codal Provision regarding e-Procurement

After introduction of e-procurement in Government of Odisha, necessary guidelines / procedures has been issued in Works Department Office Memorandum No.1027 dt.24.01.2009 which consists of the procedural requirement for e-procurement of tenders. After careful consideration Government have been pleased to make following modifications to codal provisions by way of addition as Appendix – IX(A) of OPWD Code Vol.II) as follows:

(Appendix-IX (A) of OPWD Code, Vol-II)

Executive instructions regarding calling for and acceptance of tenders in e-Procurement.

1. This office memorandum consists of the procedural requirement of e-procurement and shall be made part of the Detailed Tender Call Notice or Instruction to Bidder for all “works” tenders hoisted in the portal.
2. The e-procurement portal of Government of Odisha is “<https://tendersodisha.gov.in>”.
3. Use of valid Digital Signature Certificate of appropriate class (Class II or class III) issued from registered certifying authorities (CA) as stipulated by Controller of Certifying Authorities (CCA), Government of India such as n-Code, Sify, TCS, MTNL, e-Mudhra is mandatory for all users.
4. The DSC issued to the Department users is valid for the period of two years only. All the Department users are responsible to revalidate their DSC prior to expiry.
5. For all purpose, the server time displayed in the e-Procurement portal shall be the time to be followed by all the users.
6. Government after careful consideration have decided to hoist all tenders costing 10 lakhs or above in the e-procurement portal. This will be applicable across all Engineering Departments such as Works Department, Department of Water Resources, Rural Development and Housing & Urban Development Department. Government of Odisha also welcomes hoisting of tenders by any other departments, authority, corporations, local bodies etc. of the State with prior approval from

Works Department. Works

Department is the Nodal Department for the implementation of e-Procurement in the State.

7. The e-procurement shall be operated compliant to relevant provisions of OGFR/ OPWD code/ Accounts code/ Government statues including any amendments brought from time to time to suit to the requirement of the best national practice.
8. Registration in the e-procurement portal is without levy of any charges but Government reserves the right to levy any charges for such value added services in future.
9. Contractor not registered with Government of Odisha, can participate in the e- Procurement after necessary enrolment in the portal but have to subsequently register themselves with the appropriate registering authority of the State Government before award of the work as per prevalent registration norms of the State.
10. For the role management “Department” is the Administrative Department, Organization or wing is the Chief Engineer or highest tender accepting authority or equivalent officer, Division is the Executive Engineer or equivalent Officer and Subdivision is the Assistant Engineer or equivalent officer.
11. The e-Procurement software assigns roles for operation of the module for specific function. The terminologies used in the portal and their respective functions in the software are as follows.
 - 11.1 Application Administrator (NIC & State Procurement Cell)
 - i. Master Management
 - ii. Nodal Officer Creation
 - iii. Report Generation
 - iv. Transfer of Officer’s login ID.
 - v. Blocking & unblocking of officer’s and bidder’s login ID.
 - 11.2 Nodal Officer (At organization level not below the Superintending Engineer or equivalent rank)
 - i. Creation of Users
 - ii. Role Assignment
 - iii. Report Generation
 - iv. Transfer of Officer’s login ID.
 - v. Blocking & unblocking of officer’s Login ID.
 - 11.3 Procurement Officer Publisher (Officer having tender inviting power at any level)
 - i. Publishing of Tender
 - ii. Publishing of Corrigendum / addendum / cancellation of Tender
 - iii. Bid Clarification
 - iv. Uploading of Pre-Bid minutes.
 - v. Report generation.
 - 11.4 Procurement Officer Administrator (Generally sub-ordinate officer to Officer Inviting Tender)
 - i.

	i.	Creation of Tender
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	ii.	Creation of Corrigendum / addendum / cancellation of
	iii.	Tender Report generation.
11.5		Procurement Officer Opener (Generally sub-ordinate officer to Officer Inviting Tender)
	i.	Opening of Bid
11.6		Procurement Officer Evaluator (Generally Sub-Ordinate Officer to Officer Inviting Tender)
	i.	Evaluating Bid
11.7		Procurement Officer-Auditor (Procurement Officer Publisher and/or Accounts Officer / Finance Officer)
	i.	To take up auditing

12. NOTICE INVITING BID (NIB) or INVITATION FOR BID (IFB):

- 12.1 The Notice Inviting Bids (NIB) and Bid documents etc., shall be in the Standard formats as applicable to conventional Bids and will be finalized / approved by the officers competent as in the case of conventional Bids.
- 12.2 The officers competent to publish NIB in case of conventional Bids will host the NIB in portal. Simultaneously, a notification should also be published in the newspapers, as per existing rules preferably, in the following format, to effect economy:-

Government of Odisha “e” procurement Notice	
Bid Identification No. -----	
1.	Name of the work:
2.	Estimated cost: Rs.
3.	Period of completion _____
4.	Date & Time of availability of bid document in the portal _____
5.	Last Date / Time for receipt of bids in the portal _____
6.	Name and address of the O.I.T.:.....
Further details can be seen from the e-procurement portal “ https://tendersodisha.gov.in ”	

- 12.3 The tender documents published by the Tender Inviting Officer (Procurement Officer Publisher) in the website <https://tendersodisha.gov.in> will appear in the “Latest Active Tender”. The Bidders/ Guest Users can download the Bid documents only after the due date & time of sale. The publication of the tender will be for specific period of time till

the last date of submission of bids as mentioned in the ‘Notice inviting Bid’ after which the same will be removed from the list of “Latest Active tenders”.

13. ISSUE OF ADDENDA/ CORRIGENDA/ CANCELLATION NOTICE:

- 13.1 The Procurement Officer Publisher (Officer Inviting Tender) shall publish any addendum/ corrigendum/ cancellation of tender in the website <https://tendersodisha.gov.in>, notice board and through paper publication and such notice shall form part of the bidding documents.
- 13.2 The system generates a mail to those bidders who have already uploaded their tenders and those bidders if they wish can modify their tenders. The bidders are required to watch the website till last date and time of bid submission for any addendum/ corrigendum/ cancellation thereof. Tender Inviting Authority is not responsible for communication failure of system generated mail.

14. CREATION AND PUBLISHING OF BID:

- 14.1 All the volumes/documents shall be uploaded in the portal by the tender creating officer (Procurement Officer Administrator) and published by the Officer Inviting Tender (Procurement Officer Publisher) using their DSCs in appropriate format so that the document is not tampered with
- 14.2 The tender document comprises the notice inviting tender, bid document/ SBD, drawings in .pdf format and the schedule of quantities / BoQ in .xls format to be uploaded by the Officer Inviting Tender.
- 14.3 Procurement Officer Administrator creates tender by filling up the following forms:
- BASIC DETAILS
 - COVER CONTENT: The Procurement officer Administrator should briefly describe the name and type of documents to be uploaded by the bidder in the following format:

(a) For Single Cover/Package:

Sl No	Cover Type	Document Description	Type
1	Fee/ Prequal/ Technical/ Finance	Tender Cost, EMD, VAT, PAN, Contractor RC	.pdf
		Affidavits, undertakings and any other document as per SBD/DTCN.	.pdf
		BoQ	.xls

(b) For Two Cover/Package:

Sl No	Cover Type	Document Description	Type
1	Fee/ Prequal/ Technical	Tender Cost, EMD, VAT, PAN, Contractor RC	.pdf
		Affidavits, undertakings and any other document as per SBD/DTCN.	.pdf
2	Finance	BoQ	.xls
		Special condition if any specifically mentioned by Officer Inviting Tender	.pdf

- TENDER DOCUMENT: The Procurement Officer Administrator should upload the NIT

in .pdf format.

- iv. **WORK ITEM DETAILS**
- v. **FEE DEATILS:** The Procurement Officer Administrator should mention the cost of tender paper and EMD amount as laid down in DTCN/SBD.
- vi. **CRITICAL DATES:** The Procurement Officer Administrator should mention the critical dates of tender such as publishing date, document download start date & end date, seek clarification start date & end date (optional), bid submission start date & closing date, bid opening date as per DTCN/SBD.
- vii. **BID OPENER SELECTION:** The Procurement Officer creator can select two / three / four bid openers for a particular bid. If required the bid openers can also be selected within an organization from other procurement units (Circles /Divisions).
- viii. **WORK ITEM DOCUMENTS:** The Procurement Officer Administrator should upload the digitally signed tender document (SBD/DTCN) or any other addition document/drawings in .pdf format and Bill of Quantities in .xls format.
- ix. **PUBLISHING OF TENDER:** The Procurement Officer Publisher shall publish the tender using his/her DSC after detail scrutiny of the fields created and documents uploaded by the Procurement Officer Administrator. Procurement Officer Publisher can publish tenders for multiple procurement units using multiple DSCs procured for each post separately. After being relieved from the additional charges he has to surrender the additional DSCs to the Nodal Officer of the concerned organisation.

15. PARTICIPATION IN BID:

- 15.1 **PORTAL REGISTRATION:** The Contractor/Bidder intending to participate in the bid is required to register in the portal using his/her active personal/official e-mail ID as his/her Login ID and attach his/her valid Digital signature certificate (DSC) to his/her unique Login ID. He/She has to submit the relevant information as asked for about the firm/contractor. The portal registration of the bidder/firm is to be authenticated by the State Procurement Cell after verification of original valid certificates/documents such as (i) PAN and (ii) Registration Certificate (RC) / VAT Clearance Certificate (for procurement of goods) of the concerned bidder. The time period of validity in the portal is at par with validity of RC/ VAT Clearance. Any change of information by the bidder is to be re-authenticated by the State Procurement Cell. After successful authentication bidder can participate in the online bidding process.
 - 15.1.1 Bidders participating through Joint Venture shall declare the authorised signatory through Memorandum of Understanding duly registered and enrol in the portal in the name and style of the Joint venture Company. It is mandatory that the DSC issued in the name of the authorised signatory is used in the portal.
 - 15.1.2 Any third party/company/person under a service contract for operation of e-Procurement system in the State or his/their subsidiaries or their parent companies shall be ineligible to participate in the procurement process that are undertaken through the e-Procurement system irrespective of who operates the system.

LOGGING TO THE PORTAL: The Contractor/Bidder is required to type his/her *LoginID* and password. *The system will again ask to* select the DSC and confirm it with the password of DSC as a second stage authentication. For each login, a user's DSC will be validated against its date of validity and also against the Certificate Revocation List (CRL) of respective CAs stored in system database. The system checks the unique Login ID, password and DSC combination and authenticates the login process for use of portal.

15.2 DOWNLOADING OF BID: The bidder can download the tender of his choice and save it in his system and undertake the necessary preparatory work off-line and upload the completed tender at his convenience before the closing date and time of submission.

15.3 CLARIFICATION ON BID: The bidder may ask question related to tender online in the e-procurement portal using his/her DSC; provided the questions are raised within the period of seeking clarification as mentioned in tender call notice/Bid. The Officer Inviting the Bid / Procurement Officer-Publisher will clarify queries related to the tender.

15.4 PREPARATION OF BID

15.5.1 The bids may consist of general arrangements drawings or typical or any other drawings relevant to the work for which bid has been invited. Bidder may download these drawings and takeout print for detail study and preparation of his bid. Any other drawings and documents pertaining to the works available with the Officer Inviting The bid will be open for inspection by the bidders.

15.5.2 The Bidder shall go through the Bid carefully and list the documents those are asked for submission. He shall prepare all documents including cost of Bid Document, Bid Security, Declaration form, price bid etc. and store in the system.

15.5 PAYMENT OF EMD/BID SECURITY AND COST OF BID DOCUMENTS:

15.6.1 The Bidder shall furnish, as part of his Bid, a Bid security for the amount mentioned under NIT/Contract Data. The bidder shall scan all the written/printed pages of the bid security and upload the same in portable document format (PDF) to the system in designated place of the technical BID. Furnishing scanned copy of such documents is mandatory otherwise his/her bid shall be declared as non-responsive and liable for rejection.

15.6.2 The EMD or Bid Security payable along with the bid is 1% of the estimated contract value (ECV) or as mentioned in the bid document. The validity period of the EMD or Bid Security shall be as mentioned in the bid document. Any bid not accompanied by an acceptable Bid Security and not secureXV as indicated in the bid document shall be rejected as non-responsive. The bid security shall be retained till such time the successful bidder furnishes Initial Security Deposit (ISD) or Performance Security acceptable to the Officer Inviting the Bid. Failure of the successful Bidder to comply with the requirements shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security. The Bid security in the form of FD / BG shall be from a Nationalized Bank valid for a period of 45 days beyond the validity of the bid. Bid security in other form is acceptable if the bid documents provides for it.

15.6.3 The Fixed Deposit / Bank Guarantee or any other form as mentioned in detailed

tender call notice in respect of Earnest Money Deposit / Bid Security and the Bank Draft in respect of cost of Bid are to be scanned and up loaded in portable document format (PDF) along with the bid.

- 15.6.4 The tender accepting authority will verify the originals of all the scanned documents of the successful lowest bidder only within 5 days of opening of the tender. In the eventuality of failure on the part of the lowest successful bidder to produce the original documents, he will be debarred in future from participating in tender for 3 years and will be black listed by the competent authority. In such a situation, successful L-2 bidder will be required to produce his original documents for consideration of his tender at the negotiated rate equal to L1 bidder.
- 15.6.5 Contractor exempted from payment of EMD will be able to participate in the tender directly by uploading documentary evidences towards his eligibility for such exemption
- 15.6.6 Government of Odisha has been actively considering integrating e-payment gateway in to the portal for payment of Cost of Bid and Bid Security/ Earnest Money Deposit. The process of using e-payment gateway shall be issued separately after it is established.

16. SUBMISSION OF BID:

- 16.1 The bidder shall carefully go through the tender and prepare the required documents. The bid shall have a Technical Bid & a Financial Bid. The Technical bid generally consist of cost of Bid documents, EMD/ Bid Security, VAT, PAN / TIN, Registration Certificate, Affidavits, Profit Loss statement, Joint venture agreement, List of similar nature of works, work in hand, list of machineries, and any other information required by OIT. The Financial Bid shall consist of the Bill of Quantities (BOQ) and any other price related information/undertaking including rebates.
- 16.2 Bidders are to submit only the original BoQ (in .xls format) uploaded by Procurement Officer Publisher (Officer Inviting Tender) after entering the relevant fields without any alteration/ deletion / modification. Multiple BoQ submission by bidder shall lead to cancellation of bid. In case of item rate tender, bidders shall fill in their rates other than zero value in the specified cells without keeping it blank. In the percentage rate tender the bidder quoting zero percentage is valid and will be taken at par with the estimated rate of the work put to tender.
- 16.3 The bidder shall upload the scanned copy/copies of document in support of eligibility criteria and qualification information in prescribed format in Portable Document Format (PDF) to the portal in the designated locations of Technical Bid.
- 16.4 The bidder shall write his name in the space provided in the specified location in the Protected Bill of Quantities (BoQ) published by the Officer Inviting Tender. The bidder shall type rates in figure only in the rate column of respective item(s) without any blank cell in the rate column in case of item rate tender and type percentage excess or less up to two decimal place only in case of percentage rate tender.
- 16.5 The bidder shall log on to the portal with his/her DSC and move to the desired tender for up loading the documents in appropriate place one by one simultaneously checking the documents.

- 16.5.1 Bids cannot be submitted after due date and time. The bids once submitted cannot be viewed, retrieved or corrected. The Bidder should ensure correctness of the bid prior to uploading and take print out of the system generated summary of submission to confirm successful uploading of bid. The bids cannot be opened even by the OIT or the Procurement Officer Publisher/ opener before the due date and time of opening.
 - 16.5.2 Each process in the e-procurement is time stamped and the system can detect the time of log in of each user including the Bidder.
 - 16.5.3 The Bidder should ensure clarity/legibility of the document uploaded by him to the portal.
 - 16.5.4 The system shall require all the mandatory forms and fields filled up by the contractor during the process of submission of the bid/tender.
 - 16.5.5 The bidder should check the system generated confirmation statement on the status of the submission.
 - 16.5.6 The Bidder should upload sufficiently ahead of the bid closure time to avoid traffic rush and failure in the network.
 - 16.5.7 The Tender Inviting Officer is not responsible for any failure, malfunction or breakdown of the electronic system used during the e-procurement process.
 - 16.5.8 The Bidder is required to upload documents related to his eligibility criteria and qualification information and Bill of Quantity duly filled in. It is not necessary for the part of the Bidder to up-load the drawings and the other Bid documents (after signing) while uploading his bid. It is assumed that the bidder has referred all the drawings and documents uploaded by the Officer Inviting the Bid.
 - 16.5.9 The Bidder will not be able to submit his bid after expiry of the date and time of submission of bid (server time). The date and time of bid submission shall remain unaltered even if the specified date for the submission of bids declared as a holiday for the Officer Inviting the Bid.
- 16.6 **SIGNING OF BID:** The 'online bidder' shall digitally sign on all statements, documents, certificates uploaded by him, owning responsibility for their correctness / authenticity as per IT ACT 2000. If any of the information furnished by the bidder is found to be false / fabricated / bogus, his EMD/Bid Security shall stand forfeited & his registration in the portal shall be blocked and the bidder is liable to be blacklisted.

17. SECURITY OF BID SUBMISSION:

- 17.1 All bid uploaded by the Bidder to the portal will be encrypted.
- 17.2 The encrypted Bid can only be decrypted / opened by the authorised openers on or after the due date and time.

18. RESUBMISSION AND WITHDRAWAL OF BIDS:

- 18.1 Resubmission of bid by the bidders for any number of times before the final date and time of submission is allowed.
- 18.2 Resubmission of bid shall require uploading of all documents including price bid afresh.
- 18.3 If the bidder fails to submit his modified bids within the pre-defined time of receipt, the system shall consider only the last bid submitted.
- 18.4 The bidder should avoid submission of bid at the last moment to avoid system failure or

malfunction of internet or traffic jam or power failure etc.

- 18.5 The Bidder can withdraw his bid before the closure date and time of receipt of the bid by uploading scanned copy of a letter addressing to the Procurement Officer Publisher (Officer Inviting Tender) citing reasons for withdrawal. The system shall not allow any withdrawal after expiry of the closure time of the bid.

19. OPENING OF THE BID:

- 19.1 Bid opening date and time is specified during tender creation or can be extended through corrigendum. Bids cannot be opened before the specified date & time.
- 19.2 All bid openers have to log-on to the portal to decrypt the bid submitted by the bidders.
- 19.3 The bidders & guest users can view the summary of opening of bids from any system. Contractors are not required to be present during the bid opening at the opening location if they so desire.
- 19.4 In the event of the specified date of bid opening being declared a holiday for the Officer Inviting the Bid, the bids will be opened at the appointed time on the next working day.
- 19.5 Combined bid security for more than one work is not acceptable.
- 19.6 The electronically submitted bids may be permitted to be opened by the predefined Bid opening officer from their new location if they are transferred after the issue of Notice Inviting Bid and before bid opening. Further, action on bid documents shall be taken by the new incumbent of the post.
- 19.7 In case of non-responsive tender the officer inviting tender should complete the e-Procurement process by uploading the official letter for cancelled / re-tender.

20. EVALUATION OF BIDS :

- 20.1 All the opened bids shall be downloaded and printed for taking up evaluation. The officer authorized to open the tender shall sign and number on each page of the documents downloaded and furnish a certificate that “the documents as available in the portal containing ___ nos. of pages”.
- 20.2 The bidder may be asked in writing/ online (in their registered e-mail ids) to clarify on the uploaded documents provided in the Technical Bid, if necessary, with respect to any doubts or illegible documents. The Officer Inviting Tender may ask for any other document of historical nature during Technical Evaluation of the tender. Provided in all such cases, furnishing of any document in no way alters the Bidder's price bid. Non submission of legible documents may render the bid non- responsive. The authority inviting bid may reserve the right to accept any additional document.
- 20.3 The bidders will respond in not more than 7 days of issue of the clarification letter, failing which the bid of the bidder will be evaluated on its own merit.
- 20.4 The Technical evaluation of all the bids shall be carried out as per information furnished by Bidders.
- 20.5 The Procurement Officer-Evaluators; will evaluate bid and finalize list of responsive bidders.

20.6 The financial bids of the technically responsive bidders shall be opened on the due date of opening. The Procurement Officer-Openers shall log on to the system in sequence and open the financial bids.

20.6.1 The Financial Bid will be opened on the notified date & time in the presence of bidders or their authorised representative who wish to be present.

20.6.2 At the time of opening of “Financial Bid”, bidders whose technical bids were found responsive will be opened.

20.6.3 The responsive bidders’ name, bid prices, item wise rates, total amount of each item in case of item rate tender and percentage above or less in case of percentage rate tenders will be announced.

20.6.4 Procurement Officer-Openers shall sign on each page of the downloaded BoQ and the Comparative Statement and furnish a certificate to that respect.

20.6.5 Bidder can witness the principal activities and view the documents/summary reports for that particular work by logging on to the portal with his DSC from anywhere.

20.6.6 System provides an option to Procurement Officer Publisher for reconsidering the rejected bid with the approval of concern Chief Engineer / Head of Department.

21. NEGOTIATION OF BIDS:

21.1 For examination, evaluation, and comparison of bids, the officer inviting the bid may, at his discretion, ask the lowest bidder for clarification of his rates including reduction of rate on negotiation and breakdown of unit rates.

22. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT:

22.1 The Employer/Engineer-in-Charge shall notify acceptance of the work prior to expiry of the validity period by cable, telex or facsimile or e-mail confirmed by registered letter. This Letter of Acceptance will state the sum that the Engineer-in-Charge will pay the contractor in consideration of execution & completion of the Works by the contractor as prescribed by the contract & the amount of Performance Security and Additional Performance Security required to be furnished. The issue of the letter of Acceptance shall be treated as closure of the Bid process and commencement of the contract.

22.2 The Contractor after furnishing the required acceptable Performance Security & Additional Performance Security, “Letter to Proceed” or “Work Order” shall be issued by the Engineer-in-Charge with copy thereof to the Procurement Officer – Publisher. The Procurement Officer-Publisher shall upload the summary and declare the process as complete.

22.3 If the L-1 bidder does not turn up for agreement after finalization of the tender, then he shall be debarred from participation in bidding for three years and action will be taken to blacklist the contractor. Besides the consortium / JV / firm where such an agency / firm already happens to be or is going to be a partner/member/proprietor, he/ they shall neither be allowed for participation in bidding for three years nor his/ their application will be considered for registration and action will be initiated to blacklist him / them. In that case, the L-2 bidder, if fulfils other required criteria, would be called for drawing agreement for execution of work subject to condition that the L-2 bidder negotiates at par with the rate quoted by the L-1 bidder, otherwise the tender will be cancelled.

23. BLOCKING OF PORTAL REGISTRATION:

- 23.1 If the Registration Certificate of the Contractor is cancelled /suspended by the registering authority/ blacklisted by the competent authority his portal registration shall be blocked automatically on receipt of information to that effect.
- 23.2 The portal registration blocked in the ground mentioned in the above Para-23.1 shall be unblocked automatically in receipt of revocation order of cancellation / suspension/ blacklisting from the concerned authority.
- 23.3 The Officer Inviting Tender shall make due inquiry and issue show cause notice to the concerned contractor who in turn shall furnish his reply, if any, within a fortnight from the date of issue of show cause notice. Thereafter the Officer Inviting Tender is required to issue an intimation to the defaulting bidder about his unsatisfactory reply and recommend to the Chief Manager (Tech.) for blocking of portal registration within 10 days of intimation to the defaulting bidder regarding his unsatisfactory reply with intimation to the Registering Authority and concerned Chief Engineer/ Heads of Office if any of the following provisions are violated.
- 23.3.1 Fails to furnish original Technical / Financial (Tender Paper Cost, EMD/Bid Security) instruments before the designated officer within the stipulated date and time.
- 23.3.2 Backs out from the bid on any day after the last date of receipt of tender till expiry of the bid validity period.
- 23.3.3 Fails to execute the agreement within the stipulated date.
- 23.3.4 If any of the information furnished by the bidder is found to be false / fabricated / bogus.

Accordingly the Officer Inviting Tender shall recommend to the Chief Manager (Tech.), State Procurement Cell, Odisha for blocking of portal registration of bidder and simultaneously action shall also be initiated by OFFICER INVITING TENDER for blacklisting as per Appendix- XXXIV of OPWD Code, Volume-II.

24. GUIDELINES FOR UNBLOCKING OF PORTAL REGISTRATION:

24.1 UNBLOCKING OF PORTAL REGISTRATION:

Unblocking of portal registration of a contractor shall be done by a Committee consisting of the following members.

EIC (Civil)-cum-CPO,	-	Chairman
Engineer-in-Chief (WR)	-	Member
Concerned Chief Engineer	-	Member Sr.
Manager (Finance), SPC	-	Member
Officer Inviting Tender	-	Member
Chief Manager (Technical), SPC	-	Convener

- 24.2 The Chief Manager (Tech), State Procurement Cell will be the convener and he will maintain all records for this purpose. The Committee shall meet not less than once in a month if required & shall consider the recommendation of the officer inviting tender for unblocking of portal registration. The quorum of the meeting will be four.
- 24.3 The minimum period of blocking of Portal Registration shall in no case be less than 90 days. After blocking of Portal Registration, the Contractor whose Portal Registration has been blocked may file application to the concerned officer inviting tender showing sufficient ground for unblocking of his portal registration along with a Treasury Challan showing deposit of Rs. 10,000/- (Rupees ten thousand) only (non-refundable) under the head of accounts '0059 - Public Works' as processing fees. The officer inviting tender shall forward the application filed by the contractor to the Chief Manager (Tech), State Procurement Cell.
- 24.4 On receipt of recommendation from the concerned Chief Engineer along with the copy of challan as mentioned above, the Chief Manager (Tech) being the member Convener of the Committee shall place the case before the Committee for examination and taking a decision in this regard. After examination the Committee may recommend for unblocking of the portal registration of said contractor if the Committee is satisfied that the fault committed by the contractor is either unintentional or done for the first time.
- 24.5 After scrutiny by the State Procurement Cell if it is found that the portal registration of a contractor has been blocked for the 2nd time the Chief Manager (Tech), SPC may not consider his case to be placed before the Committee and may advise the concerned officer inviting tender to issue show cause notice to the contractor asking him to explain as to why his portal registration shall not remain blocked. On receipt of show cause reply from the contractor the officer inviting tender shall examine the same & if considered proper he may report to the Chief Manager (Tech), SPC along with his views furnishing the copy of the show cause reply for placement of the same before the Committee for taking a decision in respect of blocking/ unblocking. If the Committee found that the contractor is in habit of committing such fault again and again intentionally the committee may advise the concerned officer inviting tender to initiate proceeding for blacklisting as per the existing rule.
1. These amendments shall take effect from the date of issue of the order.
 2. This amendment is an addition to the existing provision and will be placed below Appendix-IX to OPWD Col, Vol-II.
 3. Accordingly Office Memorandum No.1027 dt.24.01.2009 stands modified.
 4. This has been concurred in by the Finance Department vide their UOR No.3-WF-1 dt.04.01.2013.

Sd/19.07.2013

E.I.C-cum-Secretary to Govt.

Online Receipt of Tender Paper Cost & Earnest Money Deposit through e-Procurement Portal as per Works Department Letter No.17276/W Dt.06.12.2017

Government of Odisha Works Department ***

Office Memorandum

File No.07556900012016–17254/W Dt.05.12.2017

Sub: Electronic receipt, accounting and reporting of Cost of Tender Paper and Earnest Money Deposit on submission of bids.

1. The State Government have formulated rules and procedures for Electronic receipt, accounting and reporting of the receipt of Cost of Tender Paper and Earnest Money Deposit on submission of bids through the e-procurement portal of Government of Odisha i.e. "<https://tendersodisha.gov.in>".
2. Electronic receipt of cost of tender paper has been successfully tested through SBI payment gateway. Now it has been decided to introduce electronic receipt of **Cost of Tender Paper and Earnest Money Deposit on submission of bids** through payment gateway of designated banks such as **SBI/ICICI Bank/HDFC Bank** for all Government Departments, State PSUs. Statutory Corporations, Autonomous Bodies and Local Bodies etc. in phases (ANNEXURE-I). The process outline as well as accounting and reporting structure are indicated below :
 - a) It will be carried out through a single banking transaction by the bidder for multiple payments like **Cost of Tender Paper and Earnest Money Deposit on submission of bids**.
 - b) Various payment modes like **Internet banking/ NEFT/RTGS** of Designated Banks and their Aggregator Banks as well can be accessed by the intending bidders.
 - c) Reporting and accounting of the **e-receipts** will be made from a single source.
 - d) Credit of receipts into the Government accounts and to the designated Bank account of the participating entities indicated in Para 2 above would be faster.
3. Only those bidders who successfully remit their **Cost of Tender Paper and Earnest Money Deposit on submission of bids would be eligible to** participate in the tender/bid process. The bidders with pending or failure payment status shall not be able to submit their bid. Tender inviting authority, State Procurement Cell, NIC, the designated Banks shall not be held responsible for such pendency or failure.
4. **Banking arrangement:**

- a) Designated Banks (**SBI/ICICI Bank/HDFC Bank**) payment gateway are being integrated with e-Procurement portal of Government of Odisha (<https://tendersodisha.gov.in>)
- b) The Designated Banks participating in **Electronic receipt, accounting and reporting of Cost of Tender Paper and Earnest Money Deposit on submission of bids** will nominate a **Focal Point Branch** called e-FPB, who is authorized to collect and collate all e-Receipts. Each such branch will act as the Receiving branch and Focal Point Branch notwithstanding the fact that the bidder might have debited his account in any of the bank's branches while making payment.

5. *Procedures of bid submission using electronic payment of tender paper cost and EMD by bidder:*

- a) **Log on to e-Procurement Portal:** The bidders have to log onto the Odisha e-Procurement portal (<https://tendersodisha.gov.in>) using his/her digital signature certificate and then search and then select the required active tender from the "Search Active Tender" option. Now, submit button can be clicked against the selected tender so that it comes to the "My Tenders" section.
- b) **Uploading of Prequalification/Technical/Financial bid:** The bidders have to upload the required Prequalification /Technical/Financial bid, as mentioned in the bidding document and in line with Works Department office memorandum no.7885, dt.23.07.2013.
- c) **Electronic payment of tender paper cost and EMD:** Then the bidders have to select and submit the bank name as available in the payment options
 - i. A bidder shall make electronic payment using his/her **internet banking** enabled account with designated Banks or their aggregator banks.
 - ii. A bidder having account in other Banks can make payment using **NEFT/RTGS** facility of designated Banks.
 - Online NEFT/RTGS payment using internet banking of the bank in which the bidder holds his account, by adding the account number as mentioned in the challan as an interbank beneficiary.
- d) **Bid submission:** Only after receipt of intimation at the e-Procurement portal regarding successful transaction by bidder the system will activate the 'Freeze Bid Submission' button to conclude the bid submission process.
- e) **System generated acknowledgement receipt for successful bid submission:** System will generate an acknowledgement receipt for successful bid submission. The bidder should make a note of '**Bid ID**' generated in the acknowledgement receipt for tracking their bid status.

6. *Settlement of Cost of Tender Paper;*

- a) **Cost of Tender Paper:** In respect of Government receipts on account of **Cost of Tender Paper**, the e-Procurement portal shall generate a MIS for the State Procurement Cell (SPC). The MIS will contain an abstract of the cost of tender paper collected with reference to **Bid Identification Number**. The State Procurement Cell shall generate

Bank-wise-head-wise challans separately for **Cost of Tender Paper** and instruct the designated Banks to remit the money to the State Government account under different heads. In respect of the cost of tender paper received through the e-procurement portal, the remittance to the Cyber Treasury account will be made to the Head of Account 0075-Misc, General Services-800-Other Receipts -0097-Misc. Receipts-02237-Cost of Tender Paper.

- b) For the time being, the State Procurement Cell (SPC) will use over the counter payment facility of the Odisha Treasury portal. Thereafter, remittance through NEFT & RTGS will be facilitated through the Odisha Treasury portal.
- c) Similarly, in case of State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies etc., **Cost of Tender Paper**, the e-Procurement portal shall generate a MIS for the State Procurement Cell (SPC). The MIS will contain an abstract of the cost of tender paper collected with reference to **Bid Identification Number**. The State Procurement Cell shall generate Bank-wise list of challans and instruct the designated Banks to remit the money through the Odisha Treasury portal. The cost of tender papers will be credited to the registered Bank account of the concerned State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies etc.
- d) Bank will refund (in case the Tender Inviting Authority (TIA) issues such instructions) the tender fee, EMD to the bidder, in case the tender is cancelled before opening of Bid as per direction received from TIA through e-procurement system.
- e) Back-end Transaction Matrix of Electronic receipt of Cost of Tender Paper and Earnest Money Deposit on submission of bids is enclosed in the Annexure.

7. *Settlement of Earnest Money Deposit on submission of bids:*

- a) The Bank will remit the **Earnest Money Deposit on submission/cancellation of bids** to respective bidders accounts as per direction received from TIA through e-procurement system.

8. *Forfeiture of EMD :*

Forfeiture of **Earnest Money Deposit on submission of bid** of defaulting bidder is occasioned for various reasons.

- a) In case the **Earnest Money Deposit on submission of bid** is forfeited, the e-Procurement portal will direct the Bank to transfer the EMD value from the Pooling Account of SPC to the registered account of the tender inviting authority.
- b) The Tender inviting authorities of the Government Departments will deposit the forfeited **Earnest Money Deposit on submission of bid**, in the State Government Treasury under the appropriate head (8782-Cash Remittances and Adjustments between the officers rendering accounts to the same Accounts Officer-102-P.W.Remittances-1683-Remittances-91028-Remittances
the head 0075-Misc. General Services-00-101 -Unclaimed Deposits-0097-Misc, Receipts-02080-Misc. Deposits and submit the detail account to DAG (Puri) as a deposit of the Division.
- c) By clicking submit button, system will initiate the forfeiture of EMD. System will not allow the evaluator to edit the initiation after clicking the submit button. Forfeiture option can be carried out in phased manner like one bidder at a time.

intoTreas

9. *Role of the Banks:*

- a) Make necessary provision / customizations at their end to enable the provision for online payments / refunds as per this document.
- b) Provide necessary real-time message to bidders regarding successful or unsuccessful transactions during online payment processes and redirect them to e-Procurement website with necessary transaction reference details enabling them to submit their bids.
- c) The bank shall ensure transfer of funds from the pooling account to the Government Head/current account of PSUs/ULBs within the next bank working day as per the directions generated from e-Procurement portal.
- d) Bank should provide timely reports and reference details to NIC enabling them to carry out their role as stated below.
- e) Refund of amount to bidders as per the XML file provided by e-Procurement system on the next bank working day from the date of generation of the XML file and also provide a confirmation to NIC on the same.

10. *Role of State Procurement Cell:*

- a) Communicate requirements of Government departments/ State PSUs/ Autonomous Bodies/ ULBs online payment requirements to National Informatics Centre / the authorised Banks for mapping/ customization.
- b) In every working day, the State Procurement Cell shall generate MIS from the e-Procurement portal to ascertain the tender paper cost received in the e-Tendering process separately bank-wise for the Government Department and the PSUs/ULBs. The SPC shall generate bank-wise separate online challans from the Odisha Treasury portal and make the remittance through over the counter facility or NEFT/RTGS (as and when this functionality is available in Treasury portal) and issue instruction to the bank for

- remittance of the receipt to the State Government account.
- c) The State Procurement Cell shall be responsible for providing challan details and MIS in respect of the remittance towards tender paper cost to the Tenderinviting authorities for their record.
- d) State Procurement Cell shall monitor the progress of e-Tendering by different Government departments / State PSUs/ Autonomous Bodies / ULBs through an MIS. State Procurement Cell shall monitor and send monthly progress reports to the Government.
- e) The e-Procurement system will generate a consolidated refund & settlement XMLfile as an end of the day activity.
- f) e-procurement system will provide a web service for payment gateway (PG) provider to pull the encrypted refund and settlement details in XML file against a day.
- g) Similarly, payment gateway (PG) provider will provide a web service to pull the refund and settlement status against a day
- h) e-procurement system will update the status accordingly for reconciliation report.

11. Role of National Informatics Centre:

- a) Customize e-Procurement software and web-pages of Government of Odisha (<https://tendersodisha.gov.in>) to enable the provision for electronic payment.
- b) The NIC, Odisha will modify / rectify the errors in electronic data relating to the Chart of Account.
- c) NIC will provide an interface to organizations to download the electronic receipt data.
- d) Enable automatic generation of daily XML files from e-Procurement system and ensure delivery of the same to the authorized Banks for enabling automatic refund/settlement of funds.
- e) NIC shall enable the e-Procurement portal to generate MIS as required for the State Procurement Cell in order to make remittance of the tender paper cost to the State Government account using the Odisha Treasury portal.

12. Role of Cyber Treasury :

- a) The cost of the tender paper deposited by the SPC using the Odisha Treasury Portal which will be accounted for by the Cyber Treasury and it shall submit the accounts to A.G (O) as per the established process.
- b) The Cyber Treasury will provide MIS as required to the SPC for the purpose of accounting and reconciliation of the electronic remittances made to the State Government account.

13. Redressal of Public grievances:

- a) The State Procurement Cell, Odisha, National Informatics Centre, Odisha and the e-FPB will have an effective procedure for dealing with, public complaint for e- Receipt related matters. In case, any mistake is detected by any of the stakeholders in reporting of receipt of tender paper cost and EMD, either suo moto or on being brought to its notice, the State Procurement Cell, Odisha, National Informatics Centre, Odisha unit, Cyber Treasury and the bank will promptly take steps for rectification. The e-Focal Point Branch of the participating Banks, National Informatics Centre, Odisha and the State Procurement Cell, Odisha will notify the contact number and address of the Help Desk for resolution of any dispute regarding e- Receipt.

14. Applicability and modification of existing rules / orders:

The modalities prescribed in this Office Memorandum for downloading of tender paper, submission and rejection of bid, acceptance of Bids as well as refund and forfeiture of earnest deposit will be applicable for electronic submission of bids through e-

Procurement portal. Existing provisions regulating cost of tender paper, earnest money deposit in OPWD Code and OGFR would stand modified to the extent prescribed.

15. These arrangements would be made effective after signing of MoU between the designated Banks and the State Procurement Cell, firming up of Banking arrangements and technical integration between designated Bank and e-Procurement Portal.
1. This shall take effect from the date of issue of this Office Memorandum.
2. Accordingly, relevant existing codal/ contractual provision exist vide Office Memorandum No.6785/W Dt.09.05.2017 of Works Department stands modified to the above extent.
3. This has been concurred in by the Finance Department vide their UOR No.-39-WF-I Dt.09.11.2017.

Sd/05.12.2017

*E.I.C-cum-Secretary to
Govt.*

Annexure-IX

(Format of Integrity Pact)

PRE CONTRACT INTEGRITY PACT

This pre contract Agreement (hereinafter called Integrity Pact) is made onday of(month & year) between SUDA represented through the and acting through The Administrative Officer, SUDA hereinafter referred to as "The Employer/Buyer" which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns of the **First Part.**

And

M/s_____, a company/ firm/ individual (status of the company), PSU/Partnership/Joint Venture and having its registered office at represented by Shri_____, hereinafter referred to as "The Bidder/Contractor" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns of the **Second Part.**

WHEREAS the Employer proposes to procure goods/services , erect/construct, under laid down organizational procedures, contract/s for _____ (Name of the work/ goods/ services) and the Bidder/Contractor is willing to offer against NIT No_____, aforesaid proposal of the Employer.

WHEREAS the Bidder/Contractor is a private company / public company/ Government undertaking/ partnership/ consortium/ joint venture company/ Firm/ Individual (status of the Company), constituted in accordance with the relevant law in the matter and the Employer/Buyer is a SUDA of Govt. Of Odisha..

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to :

Enabling the Employer/Buyer to obtain the desired said (work/ goods/ services) at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and Enabling the Bidder(s)/Contractor(s) to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the Employer/buyer will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties here by agree to enter into this Integrity Pact & agree as follows:

1.0 Commitments of the Employer/Buyer

1.1 The Employer undertakes that no official of the Employer, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe,

consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder/Contractor, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The Employer will, during the pre-contract stage, treat all the Bidders/Contractors alike, and will provide to all the Bidders/Contractors the same information and will not provide any such information to any particular Bidder/Contractor which could afford an advantage to that particular Bidder/Contractor in comparison to other Bidders/Contractors.

1.3 All the officials of the Employer will report to the appropriate Authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2.0 In case any such preceding misconduct on the part of such official(s) is reported by the Bidder to the Employer with full and verifiable facts and the same is prima facie found to be correct by the Employer, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Employer and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Employer the proceedings under the contract would not be stalled.

3.0 Commitments of the Bidder(s)/Contractor(s)

The Bidder(s)/Contractor(s) commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following :

3.1. The Bidder(s)/Contractor(s) will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Employer, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation/completion of the contract.

3.2 The Bidder/Contractor further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Employer or otherwise in procuring/awarding the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with Employer for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with Employer.

3.3 The Bidder(s)/Contractor(s) shall disclose the name and address of agents and representatives and Indian Bidder(s)/Contractor(s) shall disclose their foreign principals or associates.

3.4 The Bidder(s)/Contractor(s) shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

3.5 The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Employer or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.6 The Bidder/Contractor will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.7 The Bidder/Contractor will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.8 The Bidder/Contractor shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Employer as part of the business/work relationship, regarding plans, technical proposals, technical know & how and business details, including information contained in electronic data carrier. The Bidder/Contractor also undertakes to exercise due and adequate care lest any such information is divulged.

3.9 The Bidder(s)/Contractor(s) commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.10 The Bidder(s)/Contractor(s) shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.11 If the Bidder/Contractor or any employee of the Bidder/Contractor or any person acting on behalf of the Bidder/Contractor, either directly or indirectly, is a relative of any of the officers of the Employer, or alternatively, if any relative of an officer of the Employer has financial interest/stake in the Bidder(s)/Contractor(s) firm (excluding Public Ltd. Company listed on Stock Exchange), the same shall be disclosed by the Bidder/Contractor at the time of filling of tender. The term 'relative' for this purpose would be as defined in Section 2(77) of the Companies Act 2013.

3.12 The Bidder(s)/Contractor(s) shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Employer.

3.13 The representative of the Bidder(s)/ Contractor(s) signing Integrity Pact shall not approach the Courts while representing the matters to DMA and he/she will wait their decision in the matter.

3.14 In case of sub-contracting, the bidder/principal contractor shall take the responsibility of the adoption of IP by the sub-contractor.

4.0 Previous Transgression

4.1 The Bidder(s)/Contractor(s) declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect on any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India.

5.0 Earnest Money (Security Deposit) The provision regarding Earnest Money/Security Deposit as detailed in the Notice Inviting Tender (NIT) and Instruction to Bidders (ITB) section of the Bid Document is to be referred.

6.0 Sanctions for Violations

6.1 Any breach of the aforesaid provisions by the Bidder/Contractor or any one employed by it or acting on its behalf shall entitle the Employer to take action as per the procedure prescribed by Government of Odisha and initiate all or any one of the following actions, wherever required:

(i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the Bidder/Contractor. However, the proceedings with the other Bidder(s)/Contractor(s) would continue.

(ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is Signed) shall stand forfeited either fully or partially, as decided by the Employer and the Employer shall not be required to assign any reason thereof.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the Contractor. The Bidder/Contractor shall be liable to pay compensation for any loss or damage to the Employer resulting from such cancellation/rescission and the Employer shall be entitled to deduct the amount so payable from the money(s) due to the Bidder/Contractor.

(iv) To encash the Bank guarantee, in order to recover the dues if any by the Employer, along with interest as per the provision of contract.

(v) To debar the Bidder/Contractor from participating in future bidding processes of SUDA/ State, as per provisions of Government Of Odisha and which may be further extended at the discretion of the Employer.

(vi) To recover all sums paid in violation of this Pact by Bidder(s)/Contractor(s) to any middleman or agent or broker with a view to securing the contract.

(vii) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the Employer with the Bidder/ Contractor, the same shall not be opened/operated.

(viii) Forfeiture of Performance Security in case of a decision by the Employer to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The Employer will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (viii) of this Pact also on the Commission by the Bidder/Contractor or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder/Contractor), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the Employer to the effect that a breach of the provisions of this Pact has been committed by the Bidder/Contractor shall be final and conclusive on the Bidder/Contractor. However, the Bidder/Contractor can approach the DMA who is the Monitoring Authority for the purposes of this Pact.

7.0 Fall Clause – Deleted (Not applicable)

8.0 Monitoring Authority

8.1 The Government has appointed DMA as Monitors Authority (hereinafter referred to as monitors) for this Pact

8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. The right to access records should only be limited to the extent absolutely necessary to investigate the issue related to the subject tender/contract.

8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform Secretary , HUDD and discontinue or take corrective action, or to take other relevant action.

8.6 The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction, to all Project documentation of the Employer including that provided by the Bidder/Contractor. The Bidder/Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractor(s). The Monitor shall be under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor(s) with confidentiality.

8.7 The Employer will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual relations between the parties.

8.8 The Monitor will submit a written report to the Secretary ,HUDD., within 8 to 10 weeks from the date of reference or intimation to him by the Employer/Bidder and should the occasion arise, submit proposals for correcting problematic situations. Secretary, HUDD may approve for taking action for any violation for Monitoring Authority to carryout.

8.9 The word "Monitor" would include both singular and plural.

9.0 Facilitation of Investigation In case of any allegation of violation of any provisions of this Pact or payment of commission, the Employer or its agencies shall be entitled to examine all the documents including the Books of Accounts of the Bidder/Contractor and the Bidder/Contractor shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10.0 Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the state of Odisha. The arbitration clause provided in the tender document/contract shall not be applicable for any issue/dispute arising under Integrity Pact.

11.0 Other Legal Actions

11.1 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

11.2 Changes and supplements as well as termination notice need to be made in writing.

11.3 If the Contractor is a partnership or a consortium or a joint venture, this pact must be signed by all partners of the consortium/joint venture.

12.0 Validity

12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the Employer and the Bidder/Contractor/Seller, including warranty period & Defect Liability period as the case may be, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intention.

13.0 The Parties hereby sign this Integrity Pact as part of the contract at _____ on _____ and parties concerned are bound by it provisions. Employer
Bidder/ Contractor

Name of the Officer	(Authorised Person)
Designation	(Name of the Person) Designation
Place_____	Place_____
Date_____	Date_____
Witness1._____	Witness1._____
(Name and address)	(Name and address)
2._____	2._____
(Name and address)	(Name and address)