



**RFP for Establishment and  
Operationalization of City Level  
Unit of Planning Professionals  
(CLUPP)**

**under**

**Housing & Urban Development  
Department,  
Govt of Odisha**

**Date: 30<sup>th</sup> August ,2022**

State Urban Development Agency (SUDA), Housing & Urban  
Development Department, Government of Odisha

Govt. of Odisha (H& UD Deptt.) Plot no- 172, Vivekananda Marg, Near Bhubaneswar  
Municipal Corporation (BMC) office, Bhubaneswar- 751014

## **Invitation for Bid**

RFP No:

Advt. No:

Bhubaneswar Dated: **30<sup>th</sup> August, 2022**

Sealed proposals are invited by **State Urban Development Agency, Housing and Urban Development Department**, from amongst consultancy firms/ agencies for hiring of City Level Unit of Planning Professionals (CLUPP) for implementation and enforcement of town planning rules and regulations in the ULBs of Odisha. The contract will be initially for a period of two years from the effective date of contract and the contract can be extended further one year on the same terms and conditions, subject to satisfactory performance. The selection will be based on Quality and Cost Based Selection (QCBS) method. The bidders have to submit technical and financial proposal. Further details of the services requested are provided in the various annexure enclosed with this letter.

The completed Proposal for the work in prescribed format shall be received up to **5.00 PM on 29<sup>th</sup> September, 2022**. The sealed proposals can be sent well in advance by registered post or speed post or courier to Administrative officer, 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](mailto:sudaodisha1990@gmail.com). Bidders can also submit proposal by hand to above office.

The Technical Proposal received shall be opened **on 30<sup>th</sup> September, 2022** and the Financial proposal opening date shall be intimated to the technically qualified bidder. Bidders are requested to ensure presence of their representative at the time of opening of the bid, who must submit an authorization letter from the bidder.

This RFP includes the following documents:

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

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

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

Interested Bidders may obtain further information from the office of the Administrative officer, SUDA, H& UD Dept. vid telephone number : 0674-2432317/2432846, Email ID: [sudaodisha1990@gmail.com](mailto:sudaodisha1990@gmail.com).

SD/-

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 and selection shall be based on QCBS. The Bidder has to apply for City Level Unit of Planning Professionals (CLUPP).
- 1.3. The Bidder shall bear all costs associated with the preparation and submission of its proposal and contract negotiation.
- 1.4. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to award of contract without thereby incurring any liability to the bidder.
- 1.5. In no case, sub-letting of "overall works" would be accepted.

### **2. Eligible Bidder**

- 2.1 In this case, the eligible Bidder is an institute of repute/center of excellence/ consultancy firm having experience of successfully executing at least two similar projects for a duration of at least one year (operation of PMU/ PMC/ SLTCs/ PIU/ CLTC/ Project Management Unit/Technical Support Unit/Urban Reforms Cells funded under Central/State/Local Government Schemes/ External Aided Projects) with annual contract value of the project being not less than Rs. 2.00 Crore.
- 2.2 Further, agencies should have experience of similar assignment like preparation of Master plan / Concept Plan/ Any Statutory Plan/Urban plan/City development plan/ GIS Base map or Scrutiny of Building Plan Approvals with contract value above Rs 1.0 Cr in last 7 years.
- 2.3 The bidders must have at least 100 persons in their payroll as full time/contractual employees as on 31/03/2022.
- 2.4 "Average" of last 3 years Annual consultancy turnover of the bidder should be more than Rs. 15.00 Cr during last 3 financial years. \* *that is FY2018-19, FY19-20 and FY20-21 must be submitted.* \* If Agency having Audited Balance Sheet for the year 2021-22 in such case the Average Annual Consultancy Turn Over of the Bidder for Last 3 year Shall be calculated as FY 2019-20, FY 2020-21 and FY 2021-2022
- 2.5 No Joint/Consortium bid is permitted.
- 2.6 Proof of agency having at least 5 years of experience of providing similar services.
- 2.7 The agency should not have been blacklisted by any state government, central government or any other public sector undertaking or a corporation as on the date of this RFP. An undertaking to this effect should be submitted.
- 2.8 The bidder must have an office in Bhubaneswar or to furnish an undertaking to open an office if selected to coordinate with DMA, H&UD, Dept.

### **3. Conflict of Interest**

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

#### **4. Disclosure**

- 4.1 Bidders have an obligation to disclose any actual or potential conflict of interest. Failure to do so may lead to disqualification of the Bidder or termination of its Contract.
- 4.2 Bidders must disclose if they are or have been the subject of any proceedings (such as blacklisting) or other arrangements relating to bankruptcy, insolvency or the financial standing of the Bidder, including but not limited to appointment of any officer such as a receiver in relation to the Bidder's personal or business matters or an arrangement with creditors, or of any other similar proceedings.
- 4.3 Bidders must disclose if they have been convicted of, or are the subject of any proceedings relating to:
  - a) a criminal offence or other serious offence involving the activities of a criminal organization, or where they have been found by any regulator or professional body to have committed professional misconduct;
  - b) Corruption including the offer or receipt of an inducement of any kind in relation to obtaining any contract;
  - c) Failure to fulfill any obligations in any jurisdiction relating to the payment of taxes or social security contributions.

#### **5. Anti-corruption Measure**

- 5.1 Any effort by Bidder(s) to influence the Client in the evaluation and ranking of technical Proposals, and recommendation for award of Contract, may result in the rejection of the Proposal.
- 5.2 A recommendation for award of Contract shall be rejected if it is determined that the recommended Bidder has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question. In such cases H & UD Dept. shall blacklist the Bidder either indefinitely or for a stated period of time, disqualifying it from participating in any H & UD Dept. related bidding for the said period.

#### **6. Clarification on Provisions of the RFP Document**

Interested Bidders may seek clarification on any of the provisions in the RFP document through e-mail to Email ID: [sudaodisha1990@gmail.com](mailto:sudaodisha1990@gmail.com) addressed to the Client's Representative. Such requests for clarification shall be entertained up to **8th September, 2022 upto 5 P.M**. Response to all clarifications received through e-mail and shall be mailed back to the prospective Bidders within 5 working days.

#### **7. Amendment of the RFP document**

- 7.1 At any time before submission of Proposals, the Client may amend the RFP by issuing an addendum through e-mail and webhosting in the H&UD Dept. website i.e. urbanodisha.gov.in.
- 7.2 Any such addendum will be binding on all the Bidders.
- 7.3 To give Bidders reasonable time in which to take an addendum into account in preparing their Proposals, the Client may, at its discretion, extend the deadline for the submission of the Proposals.

#### **8. Language of Proposals**

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

#### **9. Cost of bidding**

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

#### **10. Taxes**

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

#### **11. Submission of Proposal**

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

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

#### **12. Documents comprising the Proposal**

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

#### **13. Proposal validity**

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

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

#### **14. Format and Signing of Proposals**

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

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

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

#### **15. Deadline for Submission of Proposals**

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

#### **16. Late Proposals**

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

#### **17. Evaluation of Offers:**

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

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

SN	Main Criteria and Weights out of Total 100 marks	Sub Criteria	Sub Weights
1.	Financial Strength - 15 marks	<b>Consultancy Turnover (average 3 years)</b> <i>For Average Turn Over of Rs. 15.00 Crores - 5 marks, For every additional Rs. 1 Crores - 1 mark each, Max - 10 marks</i>	10
		<b>Net Worth as on 31.03.2022</b> <i>For NW of Rs. 1 crore – 2 marks, For every additional Rs. 50 lakhs – 1 mark each, Max - 5 marks</i>	05
2.	Institutional Strength – 15 marks	<b>Quality and Number of Own Faculty/ Expert/ Technical Support</b>  <i>(In 2 specified domain areas with Minimum Qualification – Post Graduate in relevant subject (Planning/Architecture/GIS/Civil Engineering) with Minimum 10 years of experience in Planner/GIS Specialist/Architect/ Civil Engineer Expert specified domain area) Maximum 2 experts in each domain area. 2.5 Mark each for eligible expert- Max – 10 marks</i>	10
		<b>Total No. of Personnel in the Payroll of the Institution</b> <i>For 100 –2 mark, every additional 50 nos. 1 mark, Max–5 marks</i>	05
3.	Similar Projects/Experience in last 5 years up to 31/03/2022) – 15 marks	<b>Projects like establishment and operationalization of PMU/ PIU/ PMC/ SLTC/ CLTC/Etc with operation of at least 1 year &amp; with annual contract value of the project being not less than Rs. 2.00 Crore.</b>  <i>For each eligible and successful project in urban areas 2 marks subject to a max. of 10 marks</i>	10
		<b>Agencies with experience like preparation of Master plan / Concept Plan/ Any Statutory Plan/City Development Plan/ Urban Planning/ GIS Base map or Scrutiny of Building Plan Approvals with contract value above Rs 1.0 Cr in last 7 years – 5 marks</b>  <i>For each eligible and successful projects in the similar area to get 2 marks, subject to a</i>	05

SN	Main Criteria and Weights out of Total 100 marks	Sub Criteria	Sub Weights
		<i>max. of 5 marks</i>	
4.	<b>CVs of 05 best Senior Planning Consultants , who are proposed to be offered for the package - 15 marks (3 marks max for each professional)</b>	<b>Professionals with B.Plan/ B.Tech(Planning)/ B.Arch Qualifications and minimum 3 years of Experience</b> <i>Required qualification with 3-5 years of relevant experience - 2 Mark</i> <i>Required qualification with 5 years or more of relevant experience – 3 Mark</i>	<b>15</b>
5.	<b>CVs of 05 best Junior Planning Consultants , who are proposed to be offered for the package -10 marks (2 mark for each professional)</b>	<b>Bachelor in Architecture from an Institute of repute with 1 years of experience</b> <i>Candidates with 1 years or above experience and relevant qualification will get 2 mark</i>	<b>10</b>
6.	<b>Methodology including Management Plan – 30 marks (Based on presentation)</b>	<b>Appreciation of the project and response to the ToR</b>	<b>10</b>
		<b>Methodology including work plan and proposed management plan</b>	<b>10</b>
		<b>Provisions to secure and retain professionals</b>	<b>10</b>

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

- a) **The price bid where Price offered is less than minimum cost mentioned at ANNEXURE-II clause A.7 will be rejected.** In case of CLUPP, Fee and Local Conveyance & Communication Allowance per professionals is fixed which will be paid directly to professional's bank accounts, The bidders to quote a service charge (in %) which will be calculated on the total Fee & Allowances paid to CLUP Professionals. The value of service charge will be the financial bidding parameter (minimum is 5%). The financial score for evaluation will be based on the pre-GST value.
- b) The competent authority reserves the right to reject financial bids where service charges offered are very less and un reasonable. Price offered not complying to above condition will also be rejected.
- c) **Quality and Cost Based Selection (QCBS) method will be followed during the overall selection process.** Based on the evaluation of technical (ST) proposal, the technically qualified bidders shall be ranked highest to lowest Technical Score in accordance to the marks obtained during the technical evaluation stage. There shall be 70% weightage to technical score and 30% weightage to financial score. The lowest financial bid will carry the highest Financial Score (SF).

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

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

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

Combined Score (S) =  $ST * 0.7 + SF * 0.3$

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

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

## **18. Presentation:**

The consultant will have to make a presentation to CLIENT as part of Technical Evaluation process. The presentation shall cover in sufficient, detail the appreciation of the project, Approach and Methodology, proposed organizational structure, work program, implementation strategy, and provisions to secure and retain professionals. The objective of presentation is to enable CLIENT to evaluate the consultant regarding their understanding and preparedness for the assignment. Clarifications, if any, as required by CLIENT will also be discussed. The date and venue of presentation is mentioned clause A. 25 of Annexure II. In case of any modification on the same, it will be intimated on the day of opening of technical bid or at least one week in advance.

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

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

## **19. Award of Contract Notification**

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

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

## **20. Negotiations/Clarifications**

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

## **21. Signing of Contract**

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

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

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



**Annexure – II**  
**Data Sheet and Check List**

**A. Data Sheet:**

1.	<b>Title of Consulting Service:</b> “Establishment and Operationalization of City Level Unit of Planning Professionals (CLUPP) in Odisha”
2.	<b>Name of the Client:</b> State Urban Development Agency, Housing and Urban Development Department, Govt. of Odisha
3.	<b>Method of selection:</b> Quality and Cost Based Selection (QCBS) through bids from consultancy firms/ agencies.
4.	<b>Selection of consultancy firm/agency:</b> The bidders have to submit the Technical Proposal giving their credentials, experience, financial status as per technical proposal form given at Annexure – III & Financial proposal as per Annexure – IV. The evaluation shall be made as per evaluation criteria specified at Annexure – I (Clause-17).
5.	Number of CLUPPs to be placed and details of specialists to be placed in above are as per Annexure – V (Clause-15). <b>Normally the place of posting shall be at District headquarter, all in specified ULB as per requirement.</b>
6.	<b>Technical proposal to be submitted:</b> YES, as per the form given at Annexure –III along with all supporting documents.

7.	<p><b>Financial proposal to be submitted:</b> Financial proposal to be submitted: YES, as per the form given at Annexure –IV along with all supporting documents, if necessary.</p> <p>The Fee to the professionals will be as prescribed along with the service charges will be quoted by the bidder.</p> <table border="1" data-bbox="209 371 1449 734"> <thead> <tr> <th data-bbox="209 371 751 461"><b>Establishment &amp; Operationalization of CLUPPU</b></th> <th data-bbox="751 371 1110 461"><b>Monthly Cost (Rs .in lakh)</b></th> <th data-bbox="1110 371 1449 461"><b>Annual Cost (Rs. in lakh)</b></th> </tr> </thead> <tbody> <tr> <td data-bbox="209 461 751 517">CLUPPs (Fee &amp; Allowance)</td> <td data-bbox="751 461 1110 517">24.57</td> <td data-bbox="1110 461 1449 517">294.84</td> </tr> <tr> <td data-bbox="209 517 751 618">Additional Charges for Laptop for Senior and Junior Planning consultant</td> <td data-bbox="751 517 1110 618">94,500</td> <td data-bbox="1110 517 1449 618">11.34</td> </tr> <tr> <td data-bbox="209 618 751 685">Service Charges @ 5% (Minimum)</td> <td data-bbox="751 618 1110 685">1.27</td> <td data-bbox="1110 618 1449 685">15.31</td> </tr> <tr> <td data-bbox="209 685 751 734"><b>Total (Minimum)</b></td> <td data-bbox="751 685 1110 734"><b>26.79</b></td> <td data-bbox="1110 685 1449 734"><b>321.49</b></td> </tr> </tbody> </table> <p>The minimum annual cost of the contract shall be Rs 321.49 lakhs, which excludes GST as applicable from time to time. However, bidder to offer service charges in %. Offer below 5% will be rejected.</p> <p>Note: The agency should ensure that Senior Planning Consultant and Junior Planning Consultant should have laptop with updated antivirus and internet connection. The Agency shall be paid Rs 1500/- per consultant month for the same. In each monthly attendance statement of the Consultants, it should be certified that Consultant is having laptop for day-to-day work.</p>	<b>Establishment &amp; Operationalization of CLUPPU</b>	<b>Monthly Cost (Rs .in lakh)</b>	<b>Annual Cost (Rs. in lakh)</b>	CLUPPs (Fee & Allowance)	24.57	294.84	Additional Charges for Laptop for Senior and Junior Planning consultant	94,500	11.34	Service Charges @ 5% (Minimum)	1.27	15.31	<b>Total (Minimum)</b>	<b>26.79</b>	<b>321.49</b>
<b>Establishment &amp; Operationalization of CLUPPU</b>	<b>Monthly Cost (Rs .in lakh)</b>	<b>Annual Cost (Rs. in lakh)</b>														
CLUPPs (Fee & Allowance)	24.57	294.84														
Additional Charges for Laptop for Senior and Junior Planning consultant	94,500	11.34														
Service Charges @ 5% (Minimum)	1.27	15.31														
<b>Total (Minimum)</b>	<b>26.79</b>	<b>321.49</b>														
8	<p><b>Address for submission of Proposals:</b></p> <p>State Urban Development Agency (SUDA)  H &amp; UD Department, Govt. of Odisha  Adjacent to Bhubaneswar Municipal Corporation Office,  Vivekanand Marg, Bhubaneswar  PIN: 751014  Email : <a href="mailto:sudaodisha1990@gmail.com">sudaodisha1990@gmail.com</a></p>															
9	<p><b>The Client's Representative is:</b></p> <p><b>Administrative officer</b>  State Urban Development Agency (SUDA)  H &amp; UD Department, Govt. of Odisha  Adjacent to Bhubaneswar Municipal Corporation Office,  Vivekanand Marg, Bhubaneswar  PIN: 751014  Email : <a href="mailto:sudaodisha1990@gmail.com">sudaodisha1990@gmail.com</a></p>															
10	<p>Proposals shall remain valid for <b>120 days</b> after the submission date indicated in this Data Sheet.</p>															
11	<p>Clarifications may be requested not later <b>8<sup>th</sup> September , 2022 upto 5 P.M .</b> All requests for clarifications will be directed to the Client's representative. The Client shall respond to requests for clarifications by electronic means within Seven (7) working days.</p>															
13	<p>The Bidder is required to include with its proposal written confirmation of authorization to its representative to sign on behalf of the Bidder: YES</p>															
14	<p>Joint Ventures or Consortium offer: - NOT permissible</p>															

15	Bidders Eligibility Criteria – Applicable As specified at clause – 2 of ANNEXURE-I
16	While submitting the proposal the bidder has to ensure that the Technical Proposal for each package in original to be kept in sealed envelope with superscription “ <b>Technical Proposal for Establishment &amp; Operationalization of CLUPP in Odisha</b> ” and Financial Proposal in original to be kept in separate sealed envelope with superscription “ <b>Financial Proposal for Establishment &amp; Operationalization of CLUPP in Odisha</b> ”. Both the above two sealed envelopes to be kept in an outer envelope marked as under.
17	The outer envelope must be labeled with: a) Title: “ <b>Proposal for Establishment and Operationalization of CLUPP in Odisha</b> ”; b) RFP Number; c) Last date of bid Submission; d) Address of bid submission authority with contact number and email on the right; e) Address of the Bidder with contact no and email on the left. f) On the envelope clearly write/print in bold capital letters “DO NOT OPEN EXCEPT IN THE PRESENCE OF THE CLIENT’S REPRESENTATIVE AND PRIOR TO <b>30<sup>th</sup> September, 2022</b> ”.
18	If any envelope is not sealed and marked as instructed, the Client will assume no responsibility for the misplacement or premature opening of envelopes leading to disqualification of the Bidder from the bidding process.
19	<ul style="list-style-type: none"> <li>• <b>Tender fee must be deposited:</b> YES A non-refundable tender fee of 11,800/- (Rupees Eleven Thousand Eight Hundred Only) inclusive of GST to be deposited.</li> <li>• <b>Earnest Money Deposit (EMD) to be submitted:</b> EMD is Exempted. However, as per Government of Odisha, Finance Department Office Memorandum No.8484/F., date 05.04.2022 EMD is exempted but Bid Security Declaration should be submitted by bidders. The format of the declaration is annexed in Appendix-3.</li> </ul>
20	<b>Form for Tender fee will be:</b> in shape of demand draft in favour of the Director Municipal Administration, H&UD Department, payable at Bhubaneswar. Bids not accompanied by tender fees and <b>EMD declaration</b> shall stand rejected.
21	<b>A Bank Guarantee is to be submitted by the winning Bidder upon signing of Contract:</b> YES
22	The amount will be 3 percent of the total contract value; the same will be provided in the form of a Bank Guarantee (BG) as per format given in annexure –VII valid till completion of contract. Bank Guarantee will be made in the name of the Director Municipal Administration, H&UD 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: <b>29<sup>th</sup> September, 2022 up to 5.00 PM.</b>
24	<b>Venue, Date and Time for Pre-Bid Meeting:</b> 09 <sup>th</sup> September 2022 at 12.00 A.M <b>Virtual Mode. Bidder who wants to participate in the Pre-Bid meeting shall request for the link in the mail id of SUDA : sudaodisha1990@gmail.com</b>

25	<b>Date and time for public opening of the Technical Proposals received:</b> <b>30<sup>th</sup> September , 2022 at 11.30 AM.</b>
26	<b>Venue, Date and Time for Technical Proposal Presentation:</b> <b>Venue: SUDA Conference Hal.</b> <b>Date and time shall be communicated to Technically qualified bidders in advance.</b>
27	<b>Date and time for public opening of the Financial Proposals received: To be intimated later to the technically qualified bidder.</b>
28	<b>Expected date/month for commencement of consulting services: 1<sup>st</sup> November 2022</b>
29	<b>Expected date/month for completion of consulting services: Initial period of 2 year and may be extended further for 1 year as per performance.</b>

## B. Check List:

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

i)	1.	Whether the Proposals have been properly marked, superscripted, labeled and sealed, as required?
	2.	Whether each proposal has been ink-signed by the appropriate authority? Have all the pages of the proposal been ink-signed?
	3.	Whether the Audited balance sheet for last three years been submitted along with the proposal and chartered accountants' certificate for consultancy turnover?
	4.	Have the Tender Fee and EMD declaration enclosed with the technical proposal? If claiming for waiver, the Bid Security Declaration is being submitted
	5.	Whether the number of pages of the proposal properly indexed?
ii)	1	All the bidders should send:
	a.	Agency's consent letter
	b.	Brief Profile of the Agency
	c.	<b>Experience of successfully executing at least two similar projects for at least 1 year (As specified at Clause-2.1) with total contract value of the project awarded being not less than Rs. 2.00 Crore.</b> <b><i>(Copy of work order/certificate to be enclosed).</i></b>
	d.	<b>Proof of agency having similar experience of providing consultancy service like preparation of Master plan / Concept Plan/ Any Statutory Plan/ GIS Base map or Scrutiny of Building Plan Approvals with contract value above Rs 1.0 Cr in last 7 years.</b> <b><i>(Copy of work order/certificate to be enclosed).</i></b>
	e.	<b>For the five best similar projects claimed under other experience:</b> <b><i>(Enclose copies of work order/certificate)</i></b>
f.	<b>Self-certificate by Director/Owner of the bidders' firm regarding the no of persons employed in roll of company as on 31st March, 2022.</b>	

## **Annexure -III**

### **Technical Proposal Letter of Submission**

Letter No.:

Place:

Date:

**From:**

Name of Consultant with  
Complete Address of Communication]

**To:**

**The Administrative officer**  
State Urban Development Agency (SUDA)  
H & UD Department, Govt. of Odisha

Adjacent to Bhubaneswar Municipal Corporation Office,  
Vivekanand Marg, Bhubaneswar- 751014  
Email : [sudaodisha1990@gmail.com](mailto:sudaodisha1990@gmail.com)

**Subject: Technical Proposal for Establishment and Operationalization of CLUPP in Odisha for a period of one year**

We, the undersigned, offer to provide the services for the above in accordance with your Request for Proposal dated 30<sup>th</sup> August 2022, we are hereby submitting our Technical Proposal (As per Appendix-1) both in soft copy and hard copy format sealed in an envelope.

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

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

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

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

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

Yours sincerely,

Enclosures:

Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

## APPENDIX – 1

### FORMAT FOR SUBMISSION OF TECHNICAL PROPOSAL

**A. General Details:**

SN	Name of the organization / Firm/ Institute and Registration Details. <i>(Certificate of registration to be enclosed.)</i>	

1.	<b>Permanent address</b>  Tel : Fax : Email id :	
2.	<b>Name of the Authorized person for submitting proposal:</b>  Mobile No. : Email id : (Attach Authorization letter of Competent Authority)	
3.	<b>Demand draft Details Tender fee</b> Amount : DD No. : Issuing Date : Name of the Bank:	
4.	<b>Demand draft Details OF EMD</b> Amount : DD No. : Issuing Date : Name of the Bank:	* Exempted as per Government of Odisha, Finance Department Office Memorandum No.8484/F., date 05.04.2022 EMD is exempted but Bid Security Declaration should be submitted by bidder as per the format in Appendix-3.
5.	Discloser information as per clause-4 Instruction to Bidder (Annexure-I)	
6.	<b>Whether the agency was ever blacklisted: Y/N</b> if yes whether that blacklisting was not cancelled: Y/N (If yes, attach copy of same and the affidavit)	
7.	<b>Brief professional background of the organization</b>	
8.	<b>Confirm to carry assignment as per TOR of RFP</b>	<b>YES/NO</b>
9.	<b>Confirm to accept all term &amp; conditions specified in RFP documents</b>	<b>YES/NO</b>
10.	<b>Confirm whether you have an office in Bhubaneswar or agree to furnish an undertaking to open an office if selected to coordinate with DMA, H&amp;UD Dept.</b>	Yes/No
11	<b>Proof of agency having at least 5 years of experience of providing similar services . Copy of Contract and completion certificate shall be attached.</b>	

**B. Financial Details:**

SN	Year*	Consultancy Turnover	Net worth
1.	2018-19		
2.	2019-20		
3.	2020-21		
4	2021-22		
	<b>Average for 3 years</b>		

**Note :** If Agency having Audited Balance Sheet for the year 2021-22 in such case the Average Annual Consultancy Turn Over of the Bidder for Last 3 year Shall be calculated as FY 2019-20, FY 2020-21 and FY 2021-2022.

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

**C. (A) Institutional Strength (Quality and Number of Own Permanent Faculty / Expert/ Technical Support) in following domain areas.** Add rows for additional number if necessary. **Maximum 2 best in each domain area.**

C.1 Planner/ GIS Specialist:

SN	Name of the Expert	Qualification	Experience	Details of best projects

C.2.: Architecture/ Civil Egg Expert:

SN	Name of the Expert	Qualification	Experience	Details of best projects

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

**C(B). Total Number of Employees in Pay Roll of Firm as on 31<sup>st</sup> March 2022.**

--



**D. WORK Experience (Similar Project) up to 31<sup>st</sup> March 2022 (MAX. 5 Best Projects) in last 5 years**

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

*(Add row if Required)*

**D1 Similar Experience of Minimum of project for preparation of Master plan / Concept Plan/ Any Statutory Plan/ Urban Planning/City development Plan/ GIS Base map or Scrutiny of Building Plan Approvals with contract value above Rs 1.0 Cr in last 7 years**

SN	Name of Client and Address	Project details in last 5 year	Duration of project in years	Value of consultancy fee in INR	Work order issued/MoA signed on (date) (Attach documents)	Status of implementation

*(Add row if Required)*

**F. CVs of 05 best Senior Planning Consultants, who are proposed to be offered for CLUPP under the project**

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

--	--	--	--	--

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

**G. CVs of 05 best Junior Planning Consultants , who are proposed to be offered for CLUPP under the project**

<b>Name of the Position</b>	<b>Name of the Expert</b>	<b>Qualification</b>	<b>Experience</b>	<b>Details of best projects</b>

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

**H. Methodology including Management Plan**

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

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

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

## **APPENDIX – 2**

### **Curriculum Vitae (CV) for Professional /Experts**

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

- i. Name of Firm: [Insert name of firm proposing the staff]:
- ii. Name of Staff: [Insert full name]:
- iii. Date of Birth:
- iv. Nationality:
- v. Education:

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

- vi. Membership of Professional Associations:

- vii. Other Training:
- viii. Countries of Work Experience:  
[List countries where staff has worked in the last ten years]:
- ix. Languages [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:
- x. Employment Record:  
[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:  
  
From [Year]: To [Year]:  
  
Employer:  
  
Positions held:  
  
Detailed Tasks Assigned [List all tasks to be performed under this Assignment/job]
- xi. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned  
[Among the Assignment/jobs in which the staff has been involved, indicate the following information for those Assignment/jobs that best illustrate staff capability to handle the tasks listed under point 12.]  
  
Name of Assignment/job or project: Year:  
  
Location: Employer:  
  
Main project features: Positions held: Activities performed:
- xii. Certification:  
  
I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.  
  
Date: [Signature of staff member or authorized  
  
Place: [representative of the staff]  
  
[Full name of authorized representative]:

**Notes:**

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

**APPENDIX – 3**  
**BID SECURITY DECLARATION FORMAT**

**To,**

**Administrative officer**  
State Urban Development Agency (SUDA)  
H & UD Department, Govt. of Odisha  
Adjacent to Bhubaneswar Municipal Corporation Office,  
Vivekanand Marg, Bhubaneswar- 751014  
Email : [sudaodisha1990@gmail.com](mailto:sudaodisha1990@gmail.com)

**Subject: Bid Security Declaration for the RFP for Establishment and Operationalization of CLUPP under  
H&UD Dept, Govt of Odisha for a period of one year**

Dear Sir,

In response to the RFP No \_\_\_\_\_ dated 30.08.2022 for RFP titled "RFP for Establishment and Operationalization of City Level Unit of Planning Professionals (CLUPP)", I/We, ..... irrevocably declare as under: I/We understand that, as per tender clause EARNEST MONEY DEPOSIT (EMD), bids must be supported by a Bid Security Declaration In lieu of Earnest Money Deposit.

I/We hereby accept that I/We may be disqualified from bidding for any contract with you for a period of 5 years from the date of disqualification as may be notified by you (without prejudice to H&UD Dept's rights to claim damages or any other legal recourse) if,

1. I am /We are in a breach of any of the obligations under the bid conditions,
2. I/We have withdrawn or unilaterally modified/amended/revised, my/our Bid during the bid validity period specified in the form of Bid or extended period, if any.
3. On acceptance of our bid by Administrative officer, SUDA, H&UD Dept, I/we failed to deposit the prescribed Security Deposit or fails to execute the agreement or fails to commence the execution of the work in accordance with the terms and conditions and within the specified time.

Signature: Name and designation of the authorized person signing the Bid-Securing Declaration Form:

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2022

(Signature)

(in the capacity of)

Duly authorized to sign Proposal for and on behalf of \_\_\_\_\_

(Company/Firm Seal)

## **ANNEXURE- IV**

### **COVERING LETTER for FINANCIAL PROPOSAL**

[Location and date]

To:

**Administrative officer**  
State Urban Development Agency (SUDA)  
H & UD Department, Govt. of Odisha  
Adjacent to Bhubaneswar Municipal Corporation Office,  
Vivekanand Marg, Bhubaneswar- 751014  
Email : [sudaodisha1990@gmail.com](mailto:sudaodisha1990@gmail.com)

Dear Sir:

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

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

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

We remain,

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

Enclose: Financial Proposal

### Format for Financial Proposal for Establishment & Operation of CLUPP

Sl No.	Type & No of Consultants	Monthly fee per Consultants (statutory charges if applicable include)	Local conveyance & communication Allowance	Total Amount Per Month	Total Amount Per Annum
1	2	3	4	5	6
<b>CLUPP</b>					
2	Senior Planning Consultant - 34	Rs 40,000/- (Fixed)	Rs 1,500/- (Fixed)	Rs 14,11,000 /-	Rs 1,69,32,000/-
3	Junior Planning Consultant - 29	Rs 30,000/- (Fixed)	Rs 1,500/- (Fixed)	Rs 9,13,500/-	Rs 1,09,62,000/-
4	Field Planning Consultant - 5	Rs 25,000/- (Fixed)	Rs 1,500/- (Fixed)	Rs 100,000/-	Rs 12,00,000/-
5	Additional Charges for Laptops for Consultants for Sl.No- 2 & 3	Rs 1500/- (Fixed)		Rs 94,500/-	Rs 11,34,000/-
6	Service Charge to Be Offered by Bidders as Percentage of Fee & Allowance **		_____ % (Minimum 5%)	Rs _____	Rs _____
7	<b>Total Bid Amount for CLUPP (Exclusive of GST)</b>			Rs _____	Rs _____
8	GST @ _____			Rs _____	Rs _____
9	<b>Grand Total with GST</b>			Rs _____	Rs _____



NB: Service charges in Percentage subject to Min of 5% of the total value of Fee , Allowance and additional charge for laptop to Consultants

**\*\* Fee& Allowance CLUPPs will be paid directly to the Consultants.**

- I. GST will be applicable on date of invoice is payable extra.**
- II. Service charges above shall remain firm and fixed till completion of the contract**
- III. In CLUPP, the fixed Fee & Allowance should be paid to Consultants as mentioned above and the bidding parameter shall be the service charges offered, subject to Minimum of 5% on the Fee , Allowance and additional charges for laptops.**
- IV. Any other figure quoted in price bid will be ignored. The competent authority reserves the right to reject financial bids if service charges quoted is beyond the limits specified above.**
- V. The L1 in Grand Total (pre-GST) will score the highest in financial parameter, however bid will be evaluated on composite score, based on QCBS.**
- VI. The agency should ensure that Senior Planning Consultant and Junior Planning Consultant should have a laptop with updated antivirus and internet connection. The Agency shall be paid Rs 1500/- per Consultant per month for the same. In each monthly attendance statement of the professionals, it should be certified that Consultant is having laptop for day-to-day work**

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

## **Annexure – V**

### **TERMS OF REFERENCE (ToR)**

**[FOR ESTABLISHMENT AND OPERATIONALIZATION OF CLUPP]**

#### **1.0 BACKGROUND**

In furtherance of the mandate of 74th Constitutional Amendment Act, 1992, the State of Odisha has delegated the town planning functions to all the Urban Local Bodies (ULBs). Since the concept has been introduced recently, the ULBs are not adequately equipped with planning functionaries at various places, which has necessitated augmentation of capacity of the ULBs to deliver the town planning functions without compromising with time and quality. Therefore, with an objective to improve the delivery of services in terms of approval of plans and enforcement of Town Planning Rules and Regulations and to implement the master plans, it is felt expedient to reinforce the ULBs with Planning professionals by establishing the City Level Units of Planning Professionals.

In this regard, The Government of Odisha is taking various efforts like leveraging digital transformation, adding capacity at the ULB level and also ensuring the rule and regulation to bring a change across Odisha to comply Town Planning Rules and Regulations. It is pertinent to mention that it is endeavor of the Government of Odisha to continuously improve the quality of life of citizens.

Further, H&UDD has launched SUJOG (Sustainable Urban Services in a Jiffy by Odisha Government) programme to rollout e-governance services across the ULBs in the state. SUJOG will make urban governance transparent, technology enabled and time bound through team work. It is pertinent to mention that SUJOG will automate

the Building Plan Approval process through its Online Building Plan Approval System (OBPAS) module. While this will help on the technology front, there is need of the hour to build capacity at the ULB level to adopt and ensure compliance of the town planning rule and regulation across the state. Further, it is needless to mention that flawless on ground survey and inspection is required to meet the quality and timely delivery and compliance of Town Planning Rules and Regulations across the state.

Planning is a complex subject and knowledge backed expertise is essential to deliver the desired quality of service to citizen in this function. Further, concerted efforts for capacity building are required with changing trend and regulation. While the town planning functions to all the ULBs are being delegated, a dedicated unit comprise of technical knowledge-based professional is exceedingly required to meet the goal of the Government. In this context the CLUPP is intended to bridge the gap in capacity for delivery of planning functions by the ULBs in the initial stages and support them till they graduate into professionally competent units of town planning services.

To overcome the challenges mentioned above and to adopt the system across the state, the below mentioned resources are planned to be recruited to build capacity of the ULBs to handle the task at hand.

SI No	Candidates required for City Level Planning Consultants to be placed in ULBs	No. of positions
1	Senior Planning Consultant	34
2	Junior Planning Consultant	29
3	Field Planning Consultant	5
<b>TOTAL</b>		<b>68</b>

## 2.0 OBJECTIVE

As a logical sequel to the decision of delegating Town planning functions to ULBs, the broad objectives of the RFP include

- Strengthening capacity of the ULBs to ensure smooth delivery of town planning functions
- Ensuring compliance of the town planning rules and regulations across the State
- Install a sense of professionalism in the officials of the ULBs through cross learnings
- Setting Service level benchmarks
- Adoption of Online Building Plan Approval System (OBPAS) by the ULBs and citizens
- Timely and Transparent delivery of approval of building/layout plan services by ULBs to citizens

## ToR for CLUPP

---

### 3.0 SPECIFIC RESPONSIBILITIES OF THE SECOND PARTY

- i. Procure and retain quality professionals in specified domain areas for the City Level Unit of Planning Professionals (CLUPP).
- ii. Provide technical and managerial support through the CLUPPs to ensure effective implementation of town planning rules and regulations and support in approval of plans in designated cities/towns of Odisha.

- iii. Report on progress of activities and coordinate closely with the Planning Officials of the ULBs and other officials of H&UD Department in the discharge of the roles and responsibilities specified for various CLUPPs.

#### **4.0 INFRASTRUCTURE AND LOGISTICS**

The Second party should facilitate capacity building of the CLUPPs and continue to train them regularly, however the infrastructure and logistics will be provided by the client to CLUPPs.

#### **5.0 SPECIFICATION OF THE TEAM**

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

#### **6.0 COMPOSITION OF Consultants**

The CLUPP shall consist of the following three types of consultants

1. Senior Planning Consultant
2. Junior Planning Consultant
3. Field Planning Consultant

#### **7.0 TERMS OF REFERENCE FOR THE CONSULTANTS**

##### **7.1 Senior Planning Consultant:**

###### **A. Qualifications & Experience**

- i. B.Plan/B.Tech(Planning)/ B. Architecture.
- ii. At least 3 years of experience in conducting scrutiny of Building plans/Layout plans, preparation of GIS based Master Plans/Development Plans/Zonal Plans/ Town Planning Schemes
- iii. Must have GIS and CADD drafting Knowledge
- iv. Experience in working with ULBs or Government entities would be an added advantage.
- v. Good oral and written communication will be a preferred.

###### **B. Responsibilities**

- i. Scrutiny of Building Plans/Layout Plans as per planning and building standard rules, bye laws and Master plans
- ii. Enforcement of Planning laws & Regulation and assist planning officers in preparation of GIS based Master Plans/ other planning documents/Town Planning schemes
- iii. Preparing presentations, drawings, report writing, efficient documentation and organization of data
- iv. Undertaking urban development initiatives as per the priorities of state government
- v. Cordination and interaction with citizen and their representatives related to issues of plan
- vi. Perform any other related duties as assigned by authority related to town plan work

##### **7.2 Junior Planning Consultant :**

###### **A. Qualifications & Experience**

- i. Bachelor of Architecture with 1 year experience/ Diploma in Architecture with 5 years of experience in survey and preferably in design/drafting from an Institution of repute and recognised by the Govt
- ii. Must have a practical knowledge in CADD or any other drafting and Designing Computer Software
- iii. Must have basic computer knowledge and experience in working with ULBs or Government entities would be an added advantage.

**B. Responsibilities**

- i. Conduct onsite inspections during construction of the building, ensuring compliance of construction norm.
- ii. Assisting Planning officials regarding Scrutiny of Building Plans/Layout Plans, field surveys, enforcement of planning laws & regulations.
- iii. Use equipment and tools to accurately measure building and land features to ensure proper plan approval process
- iv. Perform any other work related to town plan work, assigned by Planning official / Authorities.

**7.3 Filed Planning Consultant:**

**A. Qualification & Experience:**

- i. Diploma in Architecture with 2 years /Diploma in Civil engineering with 3 years of experience of surveying and site inspection
- ii. Must have basic computer knowledge and experience in working with ULBs or Government entities would be an added advantage.

**B. Responsibilities**

- i. Conduct onsite inspections during construction of the building, ensuring compliance of construction norm
- ii. Assisting Planning officials regarding field surveys, enforcement of planning laws & regulations.
- iii. Use equipment and tools to accurately measure building and land features.
- iv. Perform any other work related to town plan work, assigned by Planning official / Authorities.

**8.0 SPECIFIC RESPONSIBILITIES OF THE BIDDING FIRM/ INSTITUTE/ AGENCY**

FIRM shall ensure that the CLUPPs meet all the required Consultant competency in the relevant subject, possess required skills and positive attitude for problem solving, good manner for relationship management with citizen and their representative, with a delivery mind set. The specific responsibilities of FIRM shall be:

- i. Procure and retain quality consultants in specified domain for CLUPP.
- ii. Provide technical and managerial support through the CLUPPs to ensure effective compliance of town planning rules and regulation in designated cities/towns.
- iii. Report on progress of activities and coordinate closely with the H&UD Department and heads of designated ULBs in the discharge of the roles and responsibilities specified for various consultants.
- iv. Procure and retain services of qualified and experienced consultants in specified area for delivering the expected deliverables.

- v. The FIRM shall ensure that all the consultants of the CLUPP are paid their fee on or before 5th day of every succeeding month.
- vi. The FIRM shall ensure consultants update knowledge through formal learning opportunities and are able to undertake field travel to project sites and programme related state level meetings, workshops and conferences.
- vii. For the period of absence of any of the CLUPPs for more than 21 days, the FIRM will not claim the remuneration against the consultant concerned for the said period, i.e. period beyond 21 days of absence or non-engagement of such Consultant.
- viii. 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.
- ix. Report on progress of activities and coordinate closely with Planning Officials of the State, under DMA, H&UD Department in the discharge of the allied roles and responsibilities.
- x. The manpower deployed by the agency for CLUPP will be dedicated full time staff. To ensure quality, the agency will develop and follow an exclusive HR policy describing the standards and guidelines for managing the manpower deployed.
- xi. 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
- xii. The agency will ensure that in case a professional leave, a replacement is made available in the shortest possible time
- xiii. All the monitoring and reporting aspects of this assignment will be under the control and supervision of the Branch Officer in charge of Planning Section, H&UD Department or any officer as may be decided by the Principal Secretary, H&UD Department.

**FEE PAYABLE FOR CONSULTANTS:**

**A. Fee component payable for CLUPPs shall be as under:**

**No of Consultants required**

Sl No	Candidates required for City Level Planning Consultants to be placed in ULBs	No. of positions	Fee payable Per month in Rs.	Local Conveyance & Communication Allowance/ month
1	Senior Planning Consultant	34	40,000/-	1500/-
2	Junior Planning Consultant	29	30,000/-	1500/-
3	Filed Planning Consultant	5	25,000/-	1500/-
<b>TOTAL</b>		<b>68</b>	<b>23,55,000/-</b>	<b>102,000/-</b>

**Client to Provide:**

- i. Office space with Office Stationeries & Photo copy facilities, Table Chair, Electricity & Water and Air conditioning free of cost for CLUPPs through ULBs.

**PAYMENT AND REPORTING SCHEDULE**

**A. Payment & Reporting Schedule for Each CLUPPs**

Outputs	Period	Release of Payment	Total Amount for all CLUPPs for the Month
---------	--------	--------------------	---

Monthly Progress Report (MPR) of each CLUPP	By 2nd of the month	Remuneration (Fee and Local Conveyance & Comm. Allowance) of CLUPPs for the month.  Further, Service Charges as per offer price on or before 2nd day of the month.	
Absentee Statement, for the month of each CLUPP	By 2nd of the month		
Proof of Fee, Local Conveyance & Comm and fee for laptop Allowance paid to CLUP Consultants for the previous month	By 2nd of the month		
		<b>Total Amount</b>	

---

## **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 Establishment and  
Operationalisation of CLUPP  
under  
Housing & Urban Development, Department  
Government of Odisha**

**Between**

**State Urban Development Agency  
Housing & Urban Development 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                      (hereinafter called the “Client”), or the First Party



and,

[name of Consultancy firm/agency] (hereinafter called the "Consultancy firm/agency") of the FIRM.

**WHERE AS**

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

**First Party**

**Second Part**

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

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

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

Appendix A: Description of Services

Appendix B: Reporting Requirements

Appendix C: Staffing schedule

Appendix D: Cost Estimates

Appendix E: Duties of the "Client"

Appendix F: Duties of the Consultancy firm/agency

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

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

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

*Signed by -----*

In presence of

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

[name of "Client"]

(Witnesses)

(i)

(ii)

In presence of

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

(Witnesses)

(i)

(ii)

## **II. General Conditions of Contract**

### **1. GENERAL PROVISIONS**

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

- a) "Applicable Law" means the laws and any other instruments having the force of law in Odisha for the time being.
- b) "Consultancy firm/agency" means any private or public entity that will provide the Services to the "Client" under the Contract.
- c) "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is the General Conditions (GC), the Special Conditions (SC) and the Appendices.
- d) "Day" means calendar day.
- e) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- f) "Foreign Currency" means any currency other than the currency of the "Client's" country.
- g) "GC" means these General Conditions of Contract.
- h) "Government" means the Government of Odisha
- i) "Local Currency" means Indian Rupees.
- j) "notice" Written communication sent to Address for communication mentioned in contract.

- k) "Party" means the "Client" or the Consultancy firm/agency, as the case may be, and "Parties" means both of them.
- l) "Personnel" means professionals and support staff provided by the Consultancy firm/agency assigned to perform the Services or any part thereof; "Foreign Personnel" means such professionals and support staff who at the time of being so provided had their domicile outside the Government's country; "Local Personnel" means such professionals and support staff who at the time of being so provided had their domicile inside the Government's country; and "Key Personnel" means the Personnel referred to in Clause GC 4.2(a).
- m) "Reimbursable expenses" means all assignment-related costs [such as travel, translation, report printing, secretarial expenses, subject to specified maximum limits in the Contract].
- n) "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented.
- o) "Services" means the work to be performed by the Consultancy firm/agency pursuant to this Contract, as described in Appendix A hereto.
- p) "Third Party" means any person or entity other than the "Client", or the Consultancy firm/agency.
- q) "In writing" means communicated in written form with proof of receipt.
- r) "CLUPP" means the City Level Unit of Planning Professionals

## **1.2 Relationship Between the Parties**

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

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

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

## **1.5 Notices**

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

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

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

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

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

## **1.9 Fraud and Corruption**

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

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

**1.9.2 Measures to be taken by the Client**

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

**1.9.3 Commissions and Fees**

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

**2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**

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

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

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

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

**2.5 Entire Agreement:** This Contract contains all covenants, stipulations and provisions agreed by

the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein.

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

## **2.7 Force Majeure**

### **2.7.1 Definition**

- a. For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.
- b. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party’s Sub-Consultancy firm/agency or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.
- c. Subject to clause 2.7.2, Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

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

### **2.7.3 Measures to be Taken:**

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

event of Force Majeure, the Consultancy firm/agency, upon instructions by the "Client", shall either demobilize or continue with the Services to the extent possible, in which case the Consultancy firm/agency shall continue to be paid proportionately and on prorated basis, under the terms of this Contract.

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

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

## **2.9 Termination**

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

- a. If the Consultancy firm/agency fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the "Client" may have subsequently approved in writing.
- b. If the Consultancy firm/agency becomes (or, if the Consultancy firm/agency consists of more than one entity, if any of its members becomes and which has substantial bearing on providing Services under this contract) insolvent or go into liquidation or receivership whether compulsory or voluntary.
- c. If the Consultancy firm/agency fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.
- d. If the Consultancy firm/agency, in the judgment of the "Client", has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- e. If the Consultancy firm/agency submits to the "Client" a false statement which has a material effect on the rights, obligations, or interests of the "Client".
- f. If the Consultancy firm/agency places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Client.
- g. If the Consultancy firm/agency fails to provide the quality services as envisaged under this Contract. The Consultancy Monitoring Committee (CMC) formulated to monitor the progress of the assignment may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The CMC may decide to give one chance to the Consultancy firm/agency to improve the quality of the services.
- h. If, as the result of Force Majeure, the Consultancy firm/agency is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- i. If the "Client", in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

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

**2.9.2 By the Consultancy firm/agency:** The Consultancy firm/agency may terminate this

Contract, by not less than thirty (30) days' written notice to the "Client", in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause GC 2.9.2.

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

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

**2.9.4 Cessation of Services:** Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Consultancy firm/agency shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultancy firm/agency and equipment and materials furnished by the "Client", the Consultancy firm/agency shall proceed as provided, respectively, by Clauses GC 3.9 or GC 3.10 hereof.

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

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

**2.9.6 Disputes about Events of Termination:** If either Party disputes whether an event specified in paragraphs (a) through (h) of Clause GC 2.9.1 or in Clause GC 2.9.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to Clause GC 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

### **3. OBLIGATIONS OF THE CONSULTANCY FIRM/AGENCY**

#### **3.1 General**

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

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

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

- a. The payment of the Consultancy firm/agency pursuant to Clause GC 6 hereof shall constitute the Consultancy firm/agency's only payment in connection with this Contract and, subject to Clause GC 3.2.2 hereof, the Consultancy firm/agency shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultancy firm/agency shall use its best efforts to ensure that any Personnel and agents of either of them, similarly shall not receive any such additional payment.
- b. Furthermore, if the Consultancy firm/agency, as part of the Services, has the responsibility of advising the "Client" on the procurement of goods, works or services, the Consultancy firm/agency shall comply with the Client's applicable procurement guidelines, and shall at all times exercise such responsibility in the best interest of the "Client". Any discounts or commissions obtained by the Consultancy firm/agency in the exercise of such procurement responsibility shall be for the account of the "Client".

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

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

**3.3 Confidentiality:** Except with the prior written consent of the "Client", the Consultancy firm/agency and the Personnel shall not at any time communicate to any person or entity any



confidential information acquired in the course of the Services, nor shall the Consultancy firm/agency and its Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

- 3.4 Insurance to be Taken out by the Consultancy firm/agency:** The Consultancy firm/agency (i) shall take out and maintain, at their own cost but **on terms and conditions approved by the "Client"**, insurance against the risks, and for the coverages specified in the SC, and (ii) at the "Client's" request, shall provide evidence to the "Client" showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.
- 3.5 Accounting, Inspection and Auditing:** The Consultancy firm/agency (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and (ii) shall periodically permit the "Client" or its designated representative and/or the Client, and up to five years from expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the "Client" or the Client, if so required by the "Client" or the Client as the case may be.
- 3.6 Consultancy firm/agency's Actions Requiring "Client's Prior Approval:** The Consultancy firm/agency shall obtain the "Client's" prior approval in writing before taking any of the following actions: (a) Any change or addition to the Personnel listed in Appendix C.
- 3.7 Reporting Obligations:** The Consultancy firm/agency shall submit to the "Client" the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix. Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.
- 3.8 Documents Prepared by the Consultancy firm/agency to be the Property of the "Client":** All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultancy firm/agency for the "Client" under this Contract shall become and remain the property of the "Client", and the Consultancy firm/agency shall, not later than upon termination or expiration of this Contract, deliver all such documents to the "Client", together with a detailed inventory thereof. The Consultancy firm/agency may retain a copy of such documents, but shall not use anywhere, without taking permission, in writing, from the Client and the Client reserves right to grant or deny any such request. If license agreements are necessary or appropriate between the Consultancy firm/agency and third parties for purposes of development of any such computer programs, the Consultancy firm/agency shall obtain the "Client's" prior written approval to such agreements, and the "Client" shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.
- 3.9 Equipment, Vehicles and Materials Furnished by the "Client":** Equipment, vehicles and materials made available to the Consultancy firm/agency by the "Client" or purchased by the Consultancy firm/agency wholly or partly with funds provided by the "Client", shall be the property of the "Client" and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultancy firm/agency shall make available to the "Client" an inventory of such equipment, vehicles and materials and shall dispose of such equipment and materials in accordance with the "Client's" instructions. While in possession of such equipment, vehicles and materials, the Consultancy firm/agency, unless otherwise instructed by the "Client" in writing, shall insure them at the expense of the "Client" in an amount equal to their full replacement value.
- 3.10 Equipment and materials provided by the consultancy firm/agency:** Equipment or materials brought into the Government's country by the Consultancy firm/agency and the Personnel and used either for the Project or personal use shall remain the property of the Consultancy firm/agency or the Personnel concerned, as applicable.

#### **4. CONSULTANCY FIRM/AGENCY'S PERSONNEL**

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

**4.2 Description of Personnel:**

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

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

**4.4 Removal and/or Replacement of Personnel:**

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

**4.5 Resident Project Manager:** If required by the SC, the Consultancy firm/agency shall ensure that at

all times during the Consultancy firm/agency's performance of the Services a resident project manager, acceptable to the "Client", shall take charge of the performance of such Services.

## **5. OBLIGATIONS OF THE "CLIENT"**

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

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

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

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

- a. The "Client" shall make available to the Consultancy firm/agency and its Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in **Appendix E** at the times and in the manner specified in said **Appendix E**.
- b. In case that such services, facilities and property shall not be made available to the Consultancy firm/agency as and when specified in Appendix E, the Parties shall agree on any time extension that it may be appropriate to grant to the Consultancy firm/agency for the performance of the Services.

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

## **6. PAYMENTS TO THE CONSULTANCY FIRM/AGENCY**

**6.1 Total Cost of the Services**

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

**6.2 Currency of Payment:** All payments shall be made in Indian Rupees. [In case the payment is to be

made in the currency other than Indian Rupees, the same shall be mentioned instead of Indian Rupees]

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

- a. The Consultancy firm/agency shall submit the invoice for payment when the payment is due as per the agreed terms. The payment shall be released as specified at SC 10.
- b. Once a milestone is completed, the Consultancy firm/agency shall submit the requisite deliverables as specified in this Contract. The Client shall release the requisite payment upon acceptance of the deliverables. However, if the Client fails to intimate acceptance of the deliverables or its objections thereto, within 30 days of receipt of it, the Client shall release the payment to the Consultancy firm/agency without further delay.
- c. Final Payment: The final payment as specified in SC 10 shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultancy firm/agency and approved as satisfactory by the "Client". The Services shall be deemed completed and finally accepted by the "Client" and the final report and final statement shall be deemed approved by the "Client" as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the "Client" unless the "Client", within such ninety (90) day period, gives written notice to the Consultancy firm/agency specifying in detail deficiencies in the Services, the final report or final statement. The Consultancy firm/agency shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount, which the "Client" has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract, shall be reimbursed by the Consultancy firm/agency to the "Client" within thirty (30) days after receipt by the Consultancy firm/agency of notice thereof. Any such claim by the "Client" for reimbursement must be made within twelve (12) calendar months after receipt by the "Client" of a final report and a final statement approved by the "Client" in accordance with the above.
- d. For the purpose of payment under Clause 6.3 (b) above, acceptance means; acceptance of the deliverables by the Client after submission by the Consultancy firm/agency and the Consultancy firm/agency has made presentation to the CMC / Client (Mention this if presentation is required) with / without modifications to be communicated in writing by the Client to the Consultancy firm/agency.
- e. If the deliverables submitted by the Consultancy firm/agency are not acceptable to the Client, reasons for such non-acceptance should be recorded in writing; the Client shall not release the payment due to the Consultancy firm/agency. This is without prejudicing the Client's right to levy any liquidated damages under clause 9. In such case, the payment will be released to the consultant only after it re-submits the deliverable, and which is accepted by the Client.
- f. All payments under this Contract shall be made to the accounts of the Consultancy firm/agency specified in the SC.
- g. With the exception of the final payment under (c) above, payments do not constitute acceptance of the Services nor relieve the Consultancy firm/agency of any obligations hereunder, unless the acceptance has been communicated by the Client to the Consultancy firm/agency in writing and the Consultancy firm/agency has made necessary changes as per the comments / suggestions of the Client communicated to the Consultancy firm/agency.
- h. In case of early termination of the contract, the payment shall be made to the Consultancy firm/agency as mentioned here with: (i) Assessment should be made about work done from the previous milestone, for which the payment is made or to be made till the date of the termination. The Consultancy firm/agency shall provide the details of persons

reasonably worked during this period with supporting documents. Based on such details, the remuneration shall be calculated based on the man month rate as specified; (ii) A reasonable assessment of the reimbursable and miscellaneous expenses shall be made based on details furnished by the Consultancy firm/agency in this regard with supporting documents and based on the assessment of the work done and the respective rates as provided. Wherever such an assessment is difficult, the rates should be arrived at by calculating the amount on pro-rata basis. The total amount payable shall be the amount calculated as per (i) and (ii) above plus any applicable tax.

## **7. FAIRNESS AND GOOD FAITH**

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

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

## **8. SETTLEMENT OF DISPUTES**

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

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

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

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

## **9. Liquidated Damages**

**9.1** The parties hereby agree that due to negligence of act of any party, if the other party suffers losses, damages the quantification of which may be difficult, and hence the amount specified hereunder shall be construed as reasonable estimate of the damages and both the parties

agree to pay such liquidated damages, as defined hereunder as per the provisions of this Contract.

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

**9.3** The liquidated damages shall be applicable under following circumstances:

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

**10. Miscellaneous provisions:**

- i. "Nothing contained in this Contract shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent.
- ii. Any failure or delay on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- iii. The Contractor/Consultancy firm/agency shall notify the Client/ the Government of India of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.
- iv. Each member/constituent of the Contractor/Consultancy firm/agency, in case of a consortium, shall be jointly and severally liable to and responsible for all obligations towards the Client/Government for performance of works/services including that of its Associates/Sub Contractors under the Contract.
- v. The Contractor/Consultancy firm/agency shall at all times indemnify and keep indemnified the Client/Government of India against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.
- vi. The Contractor/Consultancy firm/agency shall at all times indemnify and keep indemnified the Client/Government of India against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Contractor's/Consultancy firm/agency's) employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Contractor/Consultancy firm/agency.
- vii. The Contractor/ Consultancy firm/agency shall at all times indemnify and keep indemnified the Client/Government of India against any and all claims by Employees, Workman, Contractors, sub-contractors, suppliers, agent(s), employed engaged or otherwise working for the Contractor, in respect of wages, salaries, remuneration, compensation or the like.
- viii. All claims regarding indemnity shall survive the termination or expiry of the Contract.
- ix. It is acknowledged and agreed by all Parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the (Contractor/ Consultancy firm/agency) for any engagement, service or employment in any capacity in any office or establishment of the Government of India or the Client.

**III. Special Conditions of Contract:**

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

SC Clause	Ref. of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.	1.5	1. "Client":  Attention:  Facsimile:
		2. Consultancy firm/agency:  Attention:  Facsimile:
2	1.7	{insert name of member}  The Authorized Representatives are:  For the "Client":  For the Consultancy firm/agency:
3	2.1	The effectiveness conditions are the following:  a. The contract to be signed within 15 days of intimation.  b. Performance bank guarantee to be submitted within 15 days of contract signing.
5	2.2	The time period shall be one months
6	2.3	The time period shall be 15 days from effective date
7	2.4	The time period of expiry of contract is
8	4.5	a. The Resident Manager to be located at Bhubaneswar office of the Firm/Agency to coordinate with SLNA
9	6.1 (b)	The ceiling in local currency is Rs_____lakhs
10	6.3	For lump-sum contracts payment will be made based on milestones indicated for each activity as below:

#### **PAYMENT AND REPORTING SCHEDULE**

### A.Payment & Reporting Schedule for CLUPPs

Outputs	Period	Release of Payment	Total Amount for all CLUPPs for the Month
Monthly Progress Report (MPR) of each CLUPP	By 2nd of the month	Remuneration (Fee and Local Conveyance & Comm. Allowance) of CLUPPs for the month.  Further, Service Charges as per offer price on or before 2nd day of the month.	
Absentee Statement, for the month of each CLUPP	By 2nd of the month		
Proof of Fee and Local Conveyance & Comm. Allowance paid to CLUP Consultants for the previous month	By 2nd of the month		
		<b>Total Amount</b>	

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

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

Binding signature of Contractor Signed by \_\_\_\_\_

(for and on behalf of \_\_\_\_\_ duly authorized vide Resolution

No \_\_\_\_\_ dated \_\_\_\_\_ of the Board of Directors of \_\_\_\_\_)

In the presence of (Witnesses)

1.

2.

## Appendices-IV

### APPENDIX A – DESCRIPTION OF SERVICES

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

### APPENDIX B - REPORTING REQUIREMENTS

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

### APPENDIX C – STAFFING SCHEDULE

The following is the list of Consultants required in CLUPP

SI No	Consultants required for CLUPP to be placed in Planning Department of ULBs	No. of positions
1	Senior Planning Consultant	34
2	Junior Planning Consultant	29
3	Filed Planning Consultant	5
<b>Total</b>		<b>68</b>



All 68 Consultants to be placed together and immediately. The number of Consultants may be modified as per requirement during the contract period and these professionals have to be placed as per the terms and conditions offered in this RFP.

**APPENDIX D – Total COST OF SERVICES IN**

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

**APPENDIX E - DUTIES OF THE “CLIENT”**

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

**SECTION 5**

**Annex 5.1**

**INVOICE FORMAT**

<b>To,</b> <b>Director Municipal Administration</b> H&UD Department, Govt of Odisha 3rd Floor, West Wing, Kharvel Bhavan, Gopabandhu Marg, Keshari Nagar, Bhubaneswar, PIN: 751001, Contact No: 0674-2392104 (Office)	<b>Invoice No.</b> <b>Invoice Date.</b> <b>Service Tax Regd. No.</b> <b>PAN No.</b>
---	--

Agreement Name: Establishment and Operationalization of the CLUPP in Odisha.

Agreement No & Date: \_\_\_\_\_

<b>Period of Consultancy</b>	<b>Start: 1<sup>st</sup> November ,2022</b>	<b>End: 30<sup>th</sup> D e c e m b e r ,2023</b>
------------------------------	---	---

<b>Period covered under this claim</b>	<b>Start:</b>	<b>End:</b>
--	---------------	-------------

<b>Contract Amount in INR:</b>	<b>Amount received till date in INR:</b>
--------------------------------	--

<b>Details of the Payment received till date:</b>				
Sl. No.	Invoice Date	Invoice No.	Amount Received	Date of Receipt

Sl. No.	Particulars of current claims made for the period	Total amount claimed for the period (in INR)
1.	Fee – CLUPPs	
3.	Local Conveyance & Comm. Allowance – CLUPPs	
4	Additional Charges for Laptop	
5.	Total Service & Other Charges for CLUPP	
6.	GST as applicable (at____%)	
<b>Invoice Total in INR.....</b>		

**Please make the payment to:**

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

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

**Statement of Expenditure to be attached**

\_\_\_\_\_  
**Signature of the Authorised Representative (Second Party)**

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

---

**Signature of Administrative officer, H&UD Department (First Party)**

**Annex 5.2**  
**FORMAT FOR SUBMISSION OF MONTHLY PROGRESS REPORTS**

**City Level Unit Planning Professionals (CLUPP),**  
H & U D Dept., Govt. of Odisha, Bhubaneswar

MONTHLY PROGRESS REPORT

Submitted by:

For the period:

**Month(S) and Year:**

<b>Sl. No.</b>	<b>Key Deliverable</b>	<b>Activities</b>	<b>Output</b>	<b>Status</b>	<b>Responsibility</b>
1					
2					
3					

4					
5					

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

SIGNATURE

Authorised Representative:

Date:

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

SIGNATURE

Administrative officer, SUDA, H&UD Dept:

Date:

**\*NB: First Party will give its feedback on the Progress Report within 7 days from the submission of the Progress Report by the Consultant, otherwise it will be deemed to be approved.**

## Annexure VII

### Bank Guarantee for Performance Security

(Refer Clause 7.1.3)

To,

**Director Municipal Administration  
H&UD Department, Govt of Odisha  
3rd Floor, West Wing, Kharvel Bhavan,  
Gopabandhu Marg, Keshari Nagar,  
Bhubaneswar, PIN: 751001,  
Contact No: 0674-2392104 (Office)**

In consideration of acting on behalf of the Director Municipal Administration, H&UD Department, Government of Odisha (hereinafter referred as the "Authority", which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s ....., having its office at ..... (Hereinafter referred as the "Consultant" which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), vide the Authority's Agreement no. .... dated.....

valued at Rs..... (Rupees..... ), (hereinafter referred to as the “Agreement”) a consultancy services for H&UD Department), and the Consultant having agreed to furnish a Bank Guarantee amounting to Rs..... (Rupees..... ) to the Authority for performance of the said Agreement.

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

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

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

4. We, ..... (indicate the name of Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Authority under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Authority certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Consultant and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before a period of one year from the date of this Guarantee, we shall be discharged from all liability under this Guarantee thereafter.

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

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

Consultant(s).

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

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

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

Dated, the ..... day of        20

For ..... (Name of Bank)

(Signature, name and designation of the authorised signatory)

Seal of the Bank:

NOTES:

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

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