



State Urban Development Agency,  
Bhubaneswar



Housing & Urban Development Department  
Government of Odisha

## **REQUEST FOR PROPOSAL**

FOR

SELECTION

OF

CONSULTANT FOR SETTING UP OF A

STATE LEVEL

PROGRAMME MANAGEMENT UNIT (PMU) FOR

IMPROVING THE IMPLEMENTATION OF CAPACITY BUILDING THROUGH  
CONCURRENT MONITORING & EVALUATION OF “MUKHYA MANTRI  
KARMA TATPARA ABHIYAN” (MUKTA).

RFP No.

Date of Release of RFP	16.02.2023
Last date and Time of Submission of Bid	03.03.2023 Upto 01.00 P.M

Date and Time of Opening of Technical Bid	03.03.2023 at 03.00 P.M
Date and Time of Technical Presentation	Shall be intimated later.
Date and Time of Opening Financial Bid	Shall be intimated to Technically Qualified Bidder

## Disclaimer

State Urban Development Agency , Bhubaneswar [Hereinafter called as "SUDA"] on behalf of Housing & Urban Development Department (H&UDD), Govt. of Odisha invites RFP from the interested parties for selection of Consultants for setting up of a State Level PROGRAMME MANAGEMENT UNIT (PMU) FOR IMPROVING THE IMPLEMENTATION OF CAPACITY BUILDING THROUGH CONCURRENT MONITORING & EVALUATION OF " MUKHYA MANTRI KARMA TATPARA ABHIYAN" (MUKTA).

While SUDA has taken due care in the preparation of the information contained herein and believes it to be accurate, neither SUDA nor any of its authorities or agencies nor any of their respective officers, employees, agents or advisors give any warranty or make any representations, express or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

The information is not intended to be exhaustive. Interested parties are required to make their own inquiries and respondents will be required to confirm in writing that they have done so and they do not rely on the information given in this document in submitting the RFP.

SUDA reserves the right not to proceed with the selected consultant at any point of time or to change the configuration of the project to alter the timetable reflected in this document or to change the process or procedure to be applied.

It also reserves the right to decline to discuss the matter further with any party expressing interest. No reimbursement of cost of any type will be paid to persons or entities requesting for proposal.

# Table of Contents

Notice Inviting RFP.....	4
Part I- Proposal Procedures.....	6
I- Instructions to Bidders .....	6
II – Data Sheet.....	14
Part II –Proposal Submission Standard Forms.....	20
Qualification Documents Submission Forms (Envelope A) .....	20
Technical Proposal Submission Forms (Envelope B) .....	27
Financial Proposal Submission Forms (Envelope C) .....	38
Part III- Terms of Reference.....	41
Part IV - Contract .....	52
I-Form of Contract .....	53
II-General Conditions of the Contract.....	54
III. Special Conditions of Contract .....	71
Appendices.....	72

# Notice Inviting RFP

RFP No: 010

Bhubaneswar, Dated: 16.02.2023

The State Urban Development Agency , Bhubaneswar [Hereinafter called as "SUDA"] on behalf of Housing & Urban Development Department (H&UDD), Govt. of Odisha (Hereinafter called as "Client") invites technical and financial proposals from eligible consultancy firms / agencies for setting up of a State Level PROGRAMME MANAGEMENT UNIT (PMU) FOR IMPROVING THE IMPLEMENTATION OF CAPACITY BUILDING THROUGH CONCURRENT MONITORING & EVALUATION OF " MUKHYA MANTRI KARMA TATPARA ABHIYAN" (MUKTA) for a period of Two years (Extendable for further 1 years based on performance ), to be selected on Quality and Cost Based Selection (QCBS) process.

The bidders have to submit technical and financial proposal. Further details of the services requested are provided in the attached RFP.

1. Participating Agencies must fulfill the following pre-requisites:

- i. Proposal shall be submitted by interested bidders as a single entity. No group of entities ("Consortium") is allowed.
- ii. The Bidder shall be a company as specified in Companies Act, 1956/ 2013 or a company incorporated under equivalent law abroad or a society registered under The Societies Registration Act, 1860 or a trust registered under the Indian Trusts Act, 1882 or a Partnership Firm registered under the Indian Partnership Act 1932 or a Limited Liability Partnership registered under The Limited Liability Partnership Act, 2008 with at least five years of operations as on April 1, 2017. Certificate of incorporation in accordance with provisions of relevant Act to be enclosed along with the Proposal.
- iii. Minimum Average Annual Turnover from professional fee: Indian Rupees  
50 Crores in the last three financial years i.e. 2019-20, 2020-21 and 2021-22 from the Consulting activities within India. As documentary proof, attested copy of the audited balance sheets and profit & loss (P&L) accounts are to be submitted along with CA certificate for consulting turnover.
- iv. The bidder should have experience of executing minimum 5 similar assignments for at least 1 year operation of Program Management Unit/ Mission Management Unit in any State Government / Central Government level where fees minimum not less than Rs Two Crore per assignment in the last 7 years and should have minimum 1 similar assignments for at least 1 year operation of Program Unit/ Mission Management Unit in Odisha where fees not less than Rs 2 Crore per assignment in last 7 year. Work order / completion certificate to be enclosed. Agencies which are not having experience in handling similar assignments CAN NOT participate in the bidding process.

- v. The bidder should have experience of at least 2 assignment where the scope of work should include consulting assignment relating to in Urban Sector fees more than Rs.200 Lakh in last 7 years. Work Completion certificate / Work Order to be enclosed.
- vi. The Bidder should have experience of at least 1 assignment where the scope of work should include preparation of social sector project DPR/ Feasibility report for social sector project which can include water supply, education, health etc , fees more than Rs 50 lakhs in last 7 years. Work completion/ Work order to be enclosed.
2. Interested Bidders may download the complete Request for Proposal (RFP)document from the website <http://sudaodisha.org> from 18.02.2023
3. While all information/ data given in the RFP are to the best of the Client's knowledge are 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.
4. EMD of an amount of Rs 1.0 Lac (Rupees One Lac Only) in form of Demand Draft payable in favour Project Director , SUDA , Bhubaneswar to be Submitted along with the Technical Bid without which offer shall be rejected.
5. Sealed complete proposal will be received at the address mentioned below on any working day up to 01.00 PM till 03.03.2023. Proposals may be sent through Registered Post / Speed Post. / Currier/ Hand Delivered. The Technical Proposals (Qualification Documents- **Envelope A**) of the Bidders will be opened on the same day at 3:00 PM (1500 Hours). Bidders are requested to ensure the presence of their representative at the time of opening of the bid, who must submit an authorization Letter from the bidder.
6. Address for submission of proposals: Administrative Officer, State Urban Development Agency, Plot No.172, Vivekananda Marg, Kalpana Square, Bhubaneswar PIN: 751014
7. Please note that no liability will be accepted for difficulties in and/ or incomplete download of the Tender document.
8. The Client reserves the right to cancel the entire bid process or part of it, at any stage without assigning any reason thereof.

Sd/-

Director Municipal Administration

# Part I- Proposal Procedures

## I- Instructions to Bidders

### 1. Introduction

1.1. The Housing & Urban Development Department, Government of Odisha, through the State Urban Development Agency (SUDA) issues these RFP to select bidder for setting up a State Level State Level PROGRAMME MANAGEMENT UNIT (PMU) FOR IMPROVING THE IMPLEMENTATION OF CAPACITY BUILDING THROUGH CONCURRENT MONITORING & EVALUATION OF “ MUKHYA MANTRI KARMA TATPARA ABHIYAN” (MUKTA). for such period as may be specified in the Data Sheet. The name and identification number of this Competitive Bidding procurement are as specified in the Data Sheet.

- 1.2. These instructions should be read in conjunction with information specific to the consulting services contained in the Covering Letter, Data Sheet and accompanying documents.
- 1.3. The Bidder is to submit Technical and Financial Proposal and selection shall be based on methodology specified in the Data Sheet.
- 1.4. The Bidder shall submit only one Proposal in its own name. Consortium is not allowed.
- 1.5. The Bidder shall bear all costs associated with the preparation and submission of its proposal and contract negotiation.

1.6. 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 the contract without thereby incurring any liability to the bidder.

1.7. In no case, sub-letting of "overall works" would be accepted.

## 2. Eligible Bidder

2.1. The bidder must fulfil the eligibility criteria specified in the Data Sheet.

## 3. Conflict of Interest

3.1. The Consultant shall hold the Client's interests paramount, without any consideration for future work, and in their own corporate interests.

3.2. The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants 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.

## 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 regulatory 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 SUDA shall blacklist the Bidder either indefinitely or for a stated period of time, disqualifying it from participating in any Government of Odisha related bidding for the said period.

## 6. Clarification on Provisions of the RFP Document

6.1 Interested Bidders may seek clarification on any of the provisions in the RFP document in accordance with the mechanism specified in Data Sheet.

## 7. Pre-Bid Conference

7.1 Clarification through e-mail to [sudaodisha1990@gmail.com](mailto:sudaodisha1990@gmail.com); can be sought within 3 days.

## 8. Amendment of the RFP document

8.1. At any time before submission of Proposals, the Client may amend the RFP by issuing an addendum through e-mail and/or web hosting in the website of SUDA [<http://www.sudaodisha.org>].

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

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

## 9. Language of Proposals

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

## 10. Cost of bidding

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

## 11. Taxes

11.1 The Bidder may be subject to taxes on amounts payable by SUDA under the Contract, which is to be borne by the bidder except for GST which shall be paid extra as applicable.



## 12. Submission of Proposal

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

## 13. Earnest Money Deposit.

- 13.1. Deposition of Earnest Money Deposit (EMD) of Rs 1.0 Lac (Rupees One Lac Only) in favour of Project Director SUDA Bhubaneswar .
- 13.2. Bidder Should submit Bid Security .
- 13.3 No proposal without the **Bid Security**, will be treated as ineligible.

## 14. Documents comprising the Proposal

### 14.1. Qualification Documents (Envelope-A) - 1st Inner Envelope

1. Qualification Documents Proposal Submission Form (Appendix1)
2. Original copy of the Earnest Money Deposit.
3. Power of Attorney to sign the Proposal (Appendix2)
4. Financial Qualification Forms (Appendix 3)
5. Technical Qualification Forms (Appendix 4)
6. Self- Certificate that Consultant (Consulting Firm)/ Director(s) of Consulting Firm are not blacklisted. (Appendix 5)

### 14.2. Technical Proposal (Envelope-B ) -2nd Inner Envelope

1. Tech-1:
2. Tech-2 (Tech-2A, Tech-2B)
3. Tech-3 (Tech-3A, Tech-3B)
4. Tech-4
5. Tech-5

### 14.3. Financial Proposal (Envelope-C ) - 3rd Inner Envelope

1. Fin-1
2. Fin-2
3. Fin-3
4. Fin-4

## 15. Proposal Validity :

15.1. 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.

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

#### 16. Format and Signing of Proposals

16.1. The original proposal shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the proposal must initial such corrections. Submission letters for Technical Proposals should be submitted as per the formats provided in the RFP.

16.2. An authorized representative of the Bidders shall initial all pages of the original Technical Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign. The Technical Proposal shall be submitted in the Physical form in original along with copies. The signed Technical Proposal shall be marked "ORIGINAL" and "COPY", as applicable.

16.3. The Bidder must submit the following

1. Qualification Documents (Envelope-A): Original Copy and one photocopy of the original.
2. Technical Proposal (Envelope-B): Original Copy and One photocopy of the original.
3. Financial Proposal (Envelop-C): Original Copy only

16.4. The Financial Proposal shall be submitted only in Original and shall be sealed properly. This outer envelope of the submission shall bear the submission address, name of assignment/reference number be clearly marked. The Client shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection.

#### 17. Deadline for Submission of Proposals

17.1 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.

#### 18. Late Proposals

18.1 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.

## 19. Confidentiality

19.1 From the time the Proposals are submitted to the time the Contract is awarded, the Bidder should not contact the Client on any matter related to its Qualification Documents, Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Bidders who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.

19.2 Any attempt by Bidders or anyone on behalf of the Consultant to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal.

19.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a Consultant wishes to contact the Client on any matter related to the selection process, it should do so only in writing.

## 20. Evaluation of Offers:

20.1 The Client's evaluation committee shall conduct the opening of the Qualification Documents & Technical Proposals in the presence of the Consultants' authorized representatives who choose to attend. The opening date, time and the address are stated in the Data Sheet. The envelopes with the Financial Proposal shall remain sealed until they are opened by the evaluation committee.

20.2 At the opening of the Qualification Document Proposals, the following shall be read out:

1. the name and the country of the Consultant
2. the presence or absence of a duly sealed envelope with the Technical Proposal ;
3. any modifications to the Proposal submitted prior to proposal submission deadline;
4. any other information deemed appropriate or as indicated in the Data Sheet.

20.3 The evaluators of the Qualification Documents and Technical Proposals shall have no access to the Financial Proposals until the Qualification Documents & technical evaluation is concluded.

- 20.4 The Bidder is not permitted to alter or modify its Proposal in any way after the proposal submission deadline. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Qualification documents and Technical Proposals and Presentation.
- 20.5 The Client's evaluation committee shall evaluate the Qualification Documents and Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Firstly each responsive proposal's Qualification Documents shall be evaluated. The Consultants who ever qualifies in the Qualification Documents their technical proposals shall be evaluated. Each qualified proposal in Qualification Documents will be eligible for technical evaluation of the Proposal and will be called for Presentation before evaluation committee.. A proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the data sheet.
- 20.6 After the technical evaluation is completed, the Client shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score. The Client shall simultaneously notify those Consultants that have qualified and inform them of the date, time and location for the opening of the Financial Proposals.
- 20.7 The Financial Proposals shall be opened by the Client's evaluation committee at the date and time in the presence of the representatives of those Consultants who ever shall be present and whose proposals have passed the minimum technical score. At the opening, the names of the Consultants, and the overall technical scores shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copies of the record shall be sent to all Consultants who submitted Proposals and/or uploaded on the Client's web site.
- 20.8 The Client's evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Client's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.

20.9 The Client's evaluation of the Consultant's Financial Proposal shall include all taxes and duties in the Client's country in accordance with the instructions in the Data Sheet.

## 21. Combined Quality and Cost Evaluation:

21.1 In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the Data Sheet. The Consultant achieving the highest combined technical and financial score will be invited for negotiations.

## 22. Negotiations

### 22.1 Availability of Key Experts

1. The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant.
2. Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity/expert resignation/equivalent circumstances. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.

### 22.2 Technical Negotiations

1. The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Client's inputs, the particular conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.

### 22.3 Financial Negotiations

1. The negotiations include the clarification of the Consultant's tax liability in the India and how it should be reflected in the Contract.
2. If due to technical negotiations, there is possibility of price reduction, the same is to be considered but in no case offered price can be increased.

## 23. Conclusion of Negotiations

- 23.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initiated by the Client and the Consultant's authorized representative. If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Client shall terminate the negotiations informing the Consultant of the reasons for doing so. The Client may invite the next-ranked Consultant to negotiate a Contract.

## 24. Award of Contract

- 24.1 After completing the negotiations, the Client shall sign the Contract; publish the award information as per the instructions in the Data Sheet, and promptly notify the other technically qualified Consultants or upload the detail on the website.
- 24.2 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.

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

- 25.1 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.

# II – Data Sheet

ITB Reference	Particulars
1.1	Title of Consulting Service: State level PROGRAMME MANAGEMENT UNIT (PMU) for Improving the implementation of capacity Building through concurrent Monitoring & evaluation of "Mukhya Mantri Karma Tatpara Abhiyan "(MUKTA) (for a period of T w o years extendable by 1 more year based on Performance)
1.3	Method of selection: C o m b i n e d Quality and Cost Based Selection (QCBS)
1.4	Consortium: No Consortium is allowed

<p>2.1</p>	<p>Eligibility Criteria:</p> <ol style="list-style-type: none"> <li>1. Qualification <ol style="list-style-type: none"> <li>a) The Bidder shall be a company as specified in Companies Act, 1956/2013 or a company incorporated under equivalent law abroad or a society registered under The Societies Registration Act, 1860 or a trust registered under the Indian Trusts Act, 1882 or a Partnership Firm registered under the Indian Partnership Act 1932 or a Limited Liability Partnership registered under The Limited Liability Partnership Act, 2008 with at least five years of operations as on April 1, 2017. Certificate of incorporation in accordance with provisions of relevant Act to be enclosed.</li> <li>b) Bidder must have a valid goods and service tax (GST) registration in India. The Bidder shall be required to submit a true copy of its GST registration certificate along with the Proposal.</li> <li>c) 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. A self- attested undertaking to this effect should be submitted.</li> <li>d) Bidder should submit Bid security as specified in the data sheet.</li> </ol> </li> <li>2. Financial Eligibility <ol style="list-style-type: none"> <li>a) Minimum Average Annual Turnover from professional fee: Indian Rupees 50 Crore (Fifty Crore) in the last three financial years i.e. 2019-20, 2020-21 and 2021-22 from the Consulting activities within India. As documentary proof, attested copy of the audited balance sheets / CA audited certified document is to be submitted.</li> </ol> </li> <li>3. Technical Eligibility</li> </ol>
	<p>a) The bidder should have experience of executing minimum 5 similar assignments for at least 1 year operation of Program Management Unit / Mission Management Unit at State Government / Central Government level where fees minimum than Rs Two Crore per assignment in the last 7 years and should have minimum 1 similar assignments for at least 1 year operation of Program Unit/ Management Unit in Odisha where fees not less than Rs 2 Crore per assignment in at least 1 year operation of Program Unit/ Mission Management Unit in Odisha where fees not less than Rs 2 Crore per assignment in last 7 year. Work order / completion certificate to be enclosed. Agencies which are not having experience in handling similar assignments CAN NOT participate in the bidding process.</p>

	<p>b) The bidder should have experience of at least 2 assignment where the scope of work should include consulting assignment relating to in Urban Sector fees more than Rs.200 Lakh in last 7 years. Work Completion certificate / Work Order to be enclosed.</p> <p>c) The Bidder should have experience of at least 1 assignment where the scope of work should include preparation of social sector project DPR/ feasibility report for social sector project which can include water supply, education, health etc fees more than Rs 50 lakhs in last 7 years. Work completion/ Work order to be enclosed.</p>
6.1	Clarifications may be requested not later than. All requests for clarifications will be directed to the Client's representative, Administrative Officer, State Urban Development Agency.
7.1	Deleted
12.1	Proposals must be submitted no later than the following date and time:  03.03.2023 by up to 1:00 PM (1300 Hours)
13.1	The Bidder to submit Bid Security in form of Demand draft in favor of Project Director, SUDA Bhubaneswar to be submitted for Rs 1.0 Lac(Rupees one lac only).
13.2	A Bank Guarantee is to be submitted by the winning Bidder upon signing of Contract. The amount will be 3 percent of the total contract value and shall be valid till completion of the contract.  Bank Guarantee will be made in the name of the State Urban Development Agency.
15	Validity of the Proposal: Proposals must remain valid for 180 calendar days after the proposal submission deadline
20.1	Date and time for the public opening of the Qualification Documents & Technical Proposals received:  03.03.2023 at 03.00 P.M (1500 Hrs)



20. 5	<b>SN</b>	<b>Main Criteria and Weights * out of Total 100 marks</b>	<b>Sub Criteria</b>	<b>Sub Weights</b>	
	1. 1	Institutional Strength – 20	Quality and experience of OWN Faculty/ Expert/ Technical Support  (in 5 specified domain areas mentioned in the Technical Format, Max 4 best in each domain area)	20	
	1. 2	Similar Experience of Operating Program Management Unit/ Mission Management Unit in last 7 years up to 31 <sup>st</sup> December 2022) only 10 best projects to be given – 20	Total Duration Projects (in years)	10	
			Total Value of Projects (in INR)	10	
	1. 3	Experience in Consultancy involving Transition Advisory Services in Urban sector (of 5 Best Projects in last 5 years up to 31 <sup>st</sup> December , 2022) – 05	Total Duration Projects (in years)	02	
			Total Value of Projects (in INR)	03	
	1. 4	CVs of 5 professionals, who are proposed to be offered for the package out of 7 experts- 25	Qualification	10	
			Years of Experience	15	
	1. 5	Methodology including Management Plan – 30  (Based on presentation)	Appreciation of the project and response to the ToR	10	
			Methodology including work plan and proposed management plan	15	
			Provisions to secure and retain professionals	05	

**CV of Experts/ Professionals. For Sl. No.-1.1 Marking will be as under;**

**a. Qualification: - MBA/PG degree/higher – 10 marks, Graduate—5marks,**

**b. Experience: - Above 20 years - 10marks, 16-20 years – 8marks , 11-15years-6marks ,5-10 years – 4marks, below 5 years-3 marks.**

**c. Mark will be proportioned to max mark for that heading**

**CV of Experts/ Professionals. For Sl. No.-1.4 Marking will be as under;**

**a. Qualification -2 Marks for each CV)**

**i. Meeting minimum qualification as per ToR – 1.5 Marks**

**ii. Additional Qualification - .5 Marks**

**b. Experience – 3 Marks for each CV**

**i. Meeting minimum experience as per ToR – 1.5 Marks**

**ii. .5 mark shall be given for each 1-year additional experience.**

**For Sl. No.-1.2 & Sl. No.-1.3 percentile marking with best getting full mark and other in proportion will be followed**

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.

Note: Bidders who secure above 70 from total (100 marks) in the technical proposal will be called for financial opening & evaluation.

20.6	<p>Date and time for public opening of the Financial Proposals received:</p> <p>To be communicated to the bidder who score qualifying marks in the Technical Proposal.</p>
20.9	<p>The Financial Proposal shall be inclusive of all taxes and duties excluding Goods and Service Tax on contract's invoices. Lowest price shall be determined excluding Goods and Services Tax (GST).</p>
21.1	<p>Method of Evaluation of the Proposal: QCBS</p> <p>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</p> <p>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</p> <p><math>Sf = 100 \times Fm / F</math>, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the proposal under consideration.</p> <p>The weights given to the Technical (T) and Financial (P) Proposals are:</p> <p>T = 0.8, and</p> <p>P = 0.2</p> <p>Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: <math>S = St \times T\% + Sf \times P\%</math>.</p> <p>The bidders who will secure with highest combined score will be considered as successful bidder.</p>
24.2	<p>Expected date/month for start of commencement of consulting services: April 2023</p>

# Part II –Proposal Submission

## Standard Forms

### Qualification Documents Submission Forms (Envelope A)

#### APPENDIX-1: QUALIFICATION DOCUMENTS PROPOSAL SUBMISSION FORM

[On the Letterhead of the Applicant]

Letter No.: Place:

Date:

From:

[Name of Consultant with Complete Address of Communication]

To

Administrative Officer,

State Urban Development Agency, Bhubaneswar

Email: sudaodisha1990@gmail.com

Subject: Selection of a Project Management Consultant for Setting up a State level PROGRAMME MANAGEMENT UNIT (PMU) FOR State Level PROGRAMME MANAGEMENT UNIT (PMU) FOR IMPROVING THE IMPLEMENTATION OF CAPACITY BUILDING THROUGH CONCURRENT MONITORING & EVALUATION OF “ MUKHYA MANTRI KARMA TATPARA ABHIYAN” (MUKTA) for a period 2 year and can be extended further 1 year as per performance.

We, the undersigned, offer to provide the consulting services for Selection of a Project Management Consultant for Setting up a PMU For Improving the implementation Of Capacity Building Through Concurrent Monitoring & Evaluation of“ Mukhya Mantri Karma Tatpara Abhiyan “ (MUKTA)for HUDD, Odisha for a period of Two years in accordance with your Request for Proposal dated ..... and our proposal for QCBS mode of selection. We are hereby submitting our Technical and Financial Proposal in specified format sealed in envelopes AND requisite qualification documents and EMD as specified in the RFP.

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 Administrative Officer, State Urban Development Agency. 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 have examined the information provided in your Request for Proposal (RFP) and offer to undertake the work described in accordance with requirements and as per fee payable specified in RFP. This proposal is valid for acceptance for 180 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 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 {Insert 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. We remain,

Yours sincerely,

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

Name of Firm:

In the capacity of:

Address:

Contact information (phone and e-mail):

**APPENDIX 2: INDICATIVE FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF APPLICATION.**

(On Non – Judicial Stamp paper of Rs 100/- or such equivalent amount and document duly attested by notary public)

Power of Attorney

Know all men by these presents, we ..... {Insert name and address of the registered office} do hereby constitute, appoint and authorize Mr. / Ms..... {Insert name and residential address} who is presently employed with us and holding the position of ..... as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary

in connection with or incidental to our application for Selection of a Project Management Consultant for Setting up a State level PROGRAMME MANAGEMENT UNIT (PMU) FOR IMPROVING THE IMPLEMENTATION OF CAPACITY BUILDING THROUGH CONCURRENT MONITORING & EVALUATION OF “ MUKHYA MANTRI KARMA TATPARA ABHIYAN” (MUKTA) for a period 2 year and can be extended further as per performance.

In all matters before the Administrative officer, SUDA, and generally dealing with all matters in connection with our bid for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds, and things are done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For \_\_\_\_\_  
\_\_\_\_\_

(Signature)

(Name, Title, and Address)

Accepted

\_\_\_\_\_ (Signature) (Name,  
Title, and Address of the Attorney) Note:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

In case the Application is signed by an authorized Director of the Applicant, a certified copy of the appropriate resolution/ document conveying such authority may be enclosed in lieu of the Power of Attorney.

**APPENDIX – 3 FINANCIAL QUALIFICATION FORM**

S.No	Financial Year	Annual consultancy Turnover (Rs Crore)
1	Financial Year 2019-20	
2	Financial Year 2020-21	
3	Financial Year 2021-22	

Note: The audited Financial Statements for the corresponding year has to be attached. Auditor certificate for consultancy turnover to be given.

Name of the auditor issuing the certificate: Name of the auditor’s Firm:

Seal of auditor's Firm:

Date:

(Signature, name and designation of the authorized signatory for the Auditor's Firm)

**APPENDIX – 4: TECHNICAL QUALIFICATION EXPERIENCE**

1. 5 Similar Experience of at least 1 year Operation of Program Management Unit/ Mission Management Unit in any State Government /Central Government level where fees minimum not less than Rs 2 Crore per assignment in last 7 years upto 31<sup>st</sup> December 2022.

Sl.No	Name of Client and Addresses	Project details (Establishment of Program Management Unit/ Mission Management Unit in last 7 year)	Duration of Project in Years	Value of Consultancy Fee in INR	Work Order Issued/ MoA Signed on date (Attach documents, Page No of Technical Bid.....)	Status of Implementation

Add Rows if required.

Detail Description may be attached separately.

2. 1 Similar Experience of at least 1 year Operation of Program Management Unit/ Mission Management Unit in Odisha where fees minimum not less than Rs 2 Crore per assignment in last 7 years upto 31<sup>st</sup> December 2022.

Sl.No	Name of Client and Addresses	Project details (Establishment of Program Management Unit/ Mission Management Unit in last 7	Duration of Project in Years	Value of Consultancy Fee in INR	Work Order Issued/ MoA Signed on date (Attach	Status of Implementation
-------	------------------------------	--	------------------------------	---------------------------------	---	--------------------------

		year)			document s , Page No of Technical Bid.....)	

Add Rows if required.

Detail Description may be attached separately.

3. 2 Similar Experience include consulting assignment relating to in Urban sector fees more than 200 lakhs in last 7-year up to 31<sup>st</sup> December 2022.

Sl.No	Name of Client and Address	Project details in last 7 years	Duration of Project in Years	Value of Consultancy Fee in INR	Work Order Issued/ MoA Signed on date (Attach documents , Page No of Technical Bid.....)	Status of Implementation

Add Rows if required.

Detail Description may be attached separately.

4. Similar Experience of at least 1 assignment where the scope of work should include preparation of social sector project DPR/ Feasibility report for social sector project which



can include water supply, education, health etc. fees more than Rs 50 lakhs in last 7 years upto 31<sup>st</sup> December 2022.

Sl.No	Name of Client and Address	Project details in last 7 year)	Duration of Project in Years	Value of Consultancy Fee in INR	Work Order Issued/ MoA Signed on date (Attach documents , Page No of Technical Bid.....)	Status of Implementation

Add Rows if required.

Detail Description may be attached separately.

5. Experience in Consultancy involving Transition Advisory Services in Urban sector (of 5 Best Projects in last 5 years up to 31<sup>st</sup> December , 2022)

Sl.No	Name of Client and Address	Project details in last 7 year)	Duration of Project in Years	Value of Consultancy Fee in INR	Work Order Issued/ MoA Signed on date (Attach documents , Page No of Technical Bid.....)	Status of Implementation


Add Rows if required.

Detail Description may be attached separately.

**APPENDIX 5: INDICATIVE FORMAT FOR SELF CERTIFICATION THAT CONSULTANT (CONSULTING FIRM)/ DIRECTOR(S) OF CONSULTING FIRM ARE NOT BLACKLISTED**

(On a Stamp Paper of relevant value duly attested by Notary Public)

Affidavit

I M/s. .... (Sole Applicant / Lead Member/ Other Member /s)), (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoter/s / director/s are not barred or blacklisted by any state government or central government / department / agency/PSU in India from participating in Project/s, either individually or as member of a Consortium as on \_\_\_\_\_.

We further confirm that we are aware our Application for the captioned Project would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this RFP at any stage of selection and/or thereafter during the Contract period.

Dated this .....Day of ....., 2022 Name of the Applicant

.....  
Signature of the Authorized Person

.....  
....

Name of the Authorized Person

# Technical Proposal Submission Forms (Envelope B)

## CHECKLIST OF REQUIRED TECHNICAL PROPOSAL FORMS

<u>Form</u>	<u>Description</u>
TECH-1	Synopsis of Technical Proposal
TECH-2	Consultant's Organization and Experience.
TECH-2A	A. Consultant's Organization
TECH-2B	B. Consultant's Experience
TECH-3	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client.
TECH-3A	A. On the Terms of Reference
TECH-3B	B. On the Counterpart Staff and Facilities
TECH-4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment
TECH-5	Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV)

### TECH-1: SYNOPSIS OF TECHNICAL PROPOSAL

#### A. General Details:

	Name of the organization/ Firm/ Institute Company Registration No & Date (Copy to be enclosed)	
1.	Permanent address Tel: Fax: Email id:	

2.	Name of the Authorized person for submitting a proposal:  Mobile No. :  Email id:  (Attach Authorization letter of Competent Authority)	
3.	Demand Draft Details of EMD  Amount :  DD No. : Issuing Date:  Name of the Bank:	
4.	Whether the agency was ever blacklisted: Y/N  If yes, whether that blacklisting was canceled: Y/N  (If yes, attach copy of same and the affidavit)	
5.	Brief professional background of the organization	
6.	Confirm to carry assignment as per TOR of RFQ	YES
7.	Confirm to accept all term & conditions specified in RFQ documents	YES
8.	GST Registration No. (Enclose certificate)	

**B. Specific Experience** (Specific experience of the consultant (as a Firm) relevant to assignment (Detail given at Appendix- 4).

- i. Similar Experience of at least 1 year Operation of Program Unit/ Mission Management Unit in any State Government /Central Government level where fees minimum not less than Rs 2 Crore per assignment in last 7 years upto 31<sup>st</sup> December 2022.

Mention Projects fee 2 Crore and above only.

Sl. No.	Client and Address	Project Details	Duration of the Project in years (Start & End date)	Value of the Consultancy Fee in INR	Status of Implementation (Contract copy enclosed at page No.--)
1					
2					

- ii. Similar Experience of at least 1 year Operation of Program Unit/ Mission Management Unit in Odisha where fees minimum not less than Rs 2 Crore per assignment in last 7 years upto 31<sup>st</sup> December 2022.

Mention Project Fee 2 Crore and above only.

Sl. No.	Client and Address	Project Details	Duration of the Project in years (Start & End date)	Value of the Consultancy Fee in INR	Status of Implementation (Contract copy enclosed at page No.--)
1					
2					

- iii. Similar Experience include consulting assignment relating to Urban sector fees more than 200 lakhs in last 7-year upto 31<sup>st</sup> December 2022.

Mention Project fee Rs 2 Crore or above.

Sl. No.	Client and Address	Project Details	Duration of the Project in years (Start & End date)	Value of the Consultancy Fee in INR	Status of Implementation (Contract copy enclosed at page No.--)
1					
2					

- iv. Experience of at least 1 assignment where the scope of work should include preparation of social sector project DPR/ feasibility report for social sector project which can include water supply, education, health, education etc , fees more than Rs 50 lakhs in last 7 years upto 31<sup>st</sup> December 2022.  
Mention Project Fee Rs 50 lakh or above.

Sl. No.	Client and Address	Project Details	Duration of the Project in years (Start & End date)	Value of the Consultancy Fee in INR	Status of Implementation (Contract copy enclosed at page No.--)
1					
2					

**C. (A) Institutional Strength (Quality and Number of Own Faculty / Expert/ Technical Support) . Add rows for additional number if necessary.**

**C.1 Project Management Specialist :**

Sl. No.	Name of the Expert	Qualification	Experience	Details of best projects

**C.2.: Infrastructure Specialist:**

Sl. No.	Name of the Expert	Qualification	Experience	Details of best projects

**C.3 IT Expert**

Sl. No.	Name of the Expert	Qualification	Experience	Details of best projects

**C.4 Finance Expert**

Sl. No.	Name of the Expert	Qualification	Experience	Details of best projects

**C.5 Social Development Expert**

Sl. No.	Name of the Expert	Qualification	Experience	Details of best projects

**D.WORK Experience (10 best Similar Project) up to 31<sup>st</sup> December 2022.**

Sl. No.	Name of Client and Address	Project details (Establishment and Operation of Project Unit/ Mission Management Unit in last 7years)	Duration of project in years	Value of consultancy fee in INR	Work order issued/MoA signed on (date) (Attach documents)	Status of implementation

**(ADD ROWS IF REQUIRED)**

*Detail description may be attached separately*

**E. Experience in other Consultancy involving Transition Advisory services in Urban Sector (5 Best Projects in last 5 years up to 31<sup>st</sup> December 2022)**

Sl. No.	Client and Address	Project details	Duration of project in years	Value of consultancy fee in INR	Work order issued/MoA signed on (date) (Attach documents)	Status of implementation
1						
2						
3						
4						
5						

Detail description may be attached Separately.

**F. Team Proposed CVs of professionals, proposed for the assignment (Detail of 5 KEY EXPERTS out of 7 experts to be given for marking. The Experts Whose CVs are to be considered are for evaluation are:**



Sl. No.	Position	Qualification	Relevant Experience in years	Details of relevant projects	Remarks
1	Project Management Specialist				
2	Infrastructure Specialist				
3	Finance Expert				
4	IT Expert				
5	Social Development Expert				

CV to be enclosed as per format at Tech-5

### **G. 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.

Firm's Name:

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

### **FORM TECH-2: CONSULTANT'S ORGANIZATION AND EXPERIENCE**

Form TECH-2: a brief description of the Consultant's organization and an outline of the recent experience of the Consultant that is most relevant to the assignment.

#### **A - Consultant's Organization**

1. Provide here a brief description of the background and organization of your company, and – in the case of a joint venture – of each member for this assignment. The consultant will submit proof of office as per requirement of Clause 7 of Data sheet.

Include organizational chart, a list of Board of Directors, and beneficial ownership

#### B - Consultant's Experience

1. List only previous similar assignments successfully completed in the last 7 years.
2. List only those assignments for which the Consultant was legally contracted by the Client as a company or was one of the joint venture partners. Assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Client.

#### FORM TECH-3: COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE, COUNTERPART STAFF, AND FACILITIES TO BE PROVIDED BY THE CLIENT.

Form TECH-3: comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by the Client, including administrative support, office space, local transportation, equipment, data, etc.

#### A - On the Terms of Reference

{Improvements to the Terms of Reference, if any}

#### B - On Counterpart Staff and Facilities

{Comments on counterpart staff and facilities to be provided by the Client. For example, administrative support, office space, local transportation, equipment, data, background reports, etc., if any}

#### FORM TECH-4: DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN IN RESPONDING TO THE TERMS OF REFERENCE

Form TECH-4: a description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

{Suggested structure of your Technical Proposal (in FTP format):

a) Technical Approach, Methodology and Presentation b) Work Plan

c) Organization and Staffing}

a) Technical Approach and Methodology: {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the

methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here.}

b) Work Plan: {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here.

c) Organization and Staffing: {please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts, and relevant technical and administrative support staff.}

Note: Tech-4 should not exceed 10 pages

**FORM TECH-5: CURRICULUM VITAE (CV)**

1. Position Title			
2. Name of Expert			
3. Date of Birth			
4. Country of Citizenship			
5. Education:			
Degree/ Diploma Obtained	College/ University	Dates Attended	
6. Employment record relevant to the assignment			
Period	Employing organization, Title/ Position, and References	Country	Summary of activities performed relevant to the assignment

7. Membership in Professional Associations and Publications:			
8. Language skills:			
Language	Speaking	Reading	Writing
English			
Hindi			
Odiya			
Adequacy for the Assignment:			
9. Detailed Tasks Assigned on Consultant's Team of Personnel:			
10. Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the			
Assigned Tasks			
10.1	Name of Assignment: Year: Client: Main project features: Location: Position Held: Activities performed:		

10.2	Name of Assignment: Year:  Client:  Main project features: Location:  Position Held:  Activities performed:
11.Expert's Contact information:	Email: Phone:
12.Certification:	
Name of the Expert: Signature:  Date:	
Name of the authorized representative of the consultant: Signature:  Date:	

# Financial Proposal Submission Forms (Envelope C)

## CHECKLIST OF REQUIRED FINANCIAL PROPOSAL SUBMISSION FORMS

<u>Form</u>	<u>Description</u>
FIN-1	Financial Proposal Submission form
FIN 2	Summary of Costs
FIN 3	Breakdown of Remuneration, "Financial Negotiations"

### FORM FIN-1: FINANCIAL PROPOSAL SUBMISSION FORM

[On the Letter head of the Applicant]

Letter No.:

Place:

Date:

From:

[Name of Consultant with Complete Address of Communication]

To

Administrative officer,

State Urban Development Agency, Vivekananda Marg,  
Bhubaneswar – 751014

Email: sudaodisha1990@gmail.com

Subject:

Dear Sir,

We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal dated ... .. and our Technical Proposal.

Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures] **for the Period of 2 years**. The Goods and service Tax now applicable is {Insert currency} {Insert amount in words and figures}. {Please note that all amounts shall be the same as in Form FIN-

2}.

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 Clause 6 of the Data Sheet.

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

Yours sincerely,

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

Name of Firm:

Address:

**FORM FIN-2 SUMMARY OF COSTS**

Sl. No.	Particulars	Total Amount in Rupees for 2 Years	Amount in Words
1	Professional Fees		
2	Goods and Service Tax		
3	Total (Including GST)		

Authorized Signature [In full and initials]:

Name and Title of Signatory: Name of Firm:

Address:

**FORM FIN-3 BREAKDOWN OF REMUNERATION/PROFESSIONAL FEE**

Sl. No.	POSITION	Number of Experts(A)	Person Month Rate (B) RS	Person Months required (C)	Total Amount in Rupees (A)*(B)*(C) RS---
1	Project Management Specialist			24	
2	Infrastructure Specialist			24	
3	Finance Expert			24	
4	IT Expert			24	
5	Social Development Expert			24	
6	MIS Consultant			24	
7	Account Consultant			24	
		TOTAL EXCLUDING GST			
		GST Rate			-----

Total Remuneration = \_\_\_\_\_ (in Words)

**Note:** The number of person-months specified above are for a contract period of Two years and the Client, depending on the progress of the assignment can ask for reduction or enhancement in man-month and for additional man power at the same offered fee. In such cases, the bidder has to abide by the same.

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

Name of Firm:  
Address:



## Part III- Terms of Reference

### 1. Background :

**Mukhya Mantri Karma Tatpara Abhiyan (MUKTA)** scheme was launched in April 2020 to create immediate and massive employment opportunities for urban poor, informal and migrant laborer's, rendered unemployed and vulnerable in the face of Covid-19 pandemic crisis. MUKTA focuses on creation of cost-effective, replicable, and durable community assets by implementing labor-intensive public works across all Urban Local Bodies of the State. MUKTA has been able to achieve the desired success and made a visible impact in all the ULBs of the State during last 28 months. MUKTA which was launched amid COVID pandemic, converted into a regular scheme in April 2021. A new scheme guideline has been issued by the Government for smooth implementation.

### 2. Objectives of the Assignment:

MUKTA adopts a community driven, participatory, and bottom-up approach ensuring transparency and accountability in the entire execution process. The Scheme focuses Ward of a ULB as the unit for development and creation of sustainable community-based assets at each of the 2055 Wards across 115 ULBs of the State in a saturation mode. Community based Organisations such as Mission Shakti Groups and Slum Dweller Associations have been involved for project planning and execution under MUKTA. A dedicated team consisting of 3 professionals has been placed in each ULBs for providing techno-managerial support and extending end-to-end facilitation support to MSG/SDA for smooth execution of MUKTA scheme. Currently the Institutional capacities vary significantly with respect to institutionalization of MUKTA scheme across ULBs. Therefore, to strengthen the capacity of ULBs to manage and implement MUKTA scheme, there is a need to set-up a Programme Management Unit (PMU) at the Department level.

A Programme Management Unit (PMU) will be housed at H & UD Department and look after project management aspects of MUKTA programme. The Cell will provide techno-managerial support and coordinate with ULBs for smooth implementation of MUKTA programme. At the same time, the Cell would be responsible for planning, monitoring and supervision of various projects being executed under MUKTA. The objective of the PMU is to assist the Department and ULBs in successful implementation of MUKTA scheme as per the provisions outlined in MUKTA guidelines issued by Govt. of Odisha. The consultants will make periodic field visit to ULBs for work supervision and impactful implementation. The PMU will design data collection format and collect relevant data from ULBs on the progress of implementation periodically. Data analysis and presentation of relevant data will be done by the PMU before the Authority for taking suitable decision

### 3. Scope of Work:

The proposed PMU is expected to play a key role in improving performance of MUKTA through concurrent monitoring and evaluation across all ULBs of the State. Following broad functions are expected to be undertaken by the PMU:

- Developing Basket of Projects based on request from ULBs and space availability at Ward level.
- Desk Appraisal of various projects proposed by ULBs under MUKTA
- Management of funds allocated by Govt. of Odisha for implementation of MUKTA
- Facilitate timely Release of funds to ULBs based on expenditure.
- Monitoring physical and financial progress of approved projects being implemented under MUKTA
- Providing critical support to roll out of MUKTA Soft across ULB
- Periodic field visits to ULBs to oversee the implementation of the programme.

### **3.1- Expected Outcome :**

- Increased outreach of MUKTA scheme across ULBs of the state of Odisha
- Enhanced capacity to extend technical and implementation support for H & UD Department and ULBs for smooth execution of MUKTA
- Increase in community participation with a focus on involvement of MSG & SDA in project planning, execution, and sustainability
- Ensuring creation of durable community assets
- Effective transfer of key lessons learnt on MUKTA initiative to other States

The proposed Program Management Unit is designed to provide the requisite technical and managerial support to ensure effective monitoring of the MUKTA scheme in the State level at large and at ULBs level in particular. The PMU would operate as a unit under the overall supervision and guidance of H & UD Department. Overall focus of the PMU is mostly on effective Program Management and Monitoring of MUKTA scheme. The role of PMU would encompass the following,

#### **3.1.a : Overall Support :**

- Facilitate processes to ensure that projects implemented by ULBs under MUKTA remain living documents with updates as necessary.
- Enhance community ownership of Mission Shakti Groups and Slum Dweller Associations through consultative processes.
- Ensure that basic infrastructure development projects executed are in line with the proposed investment plan of the Department.
- Encourage ULBs to formulate strategies for inclusive development while designing and implementing infrastructure development projects.

- Disseminate good practices developed by ULBs across the State.
- Coordinate with the Department and ULBs to effectively implement projects under MUKTA with allocated funds.
- Facilitate adequate and timely release of funds to ULBs based on actual expenditure
- Co-ordinate with various agencies such as Vendors and other service providing agencies
- Liaison with State and ULB authorities for effective roll out of the scheme.
- Ensuring transparency and accountability during entire stage of project implementation

### **3.1.b: Technical Support:**

- Monitor implementation of MUKTA mandated projects to be executed at the ULB level
- Designing Model estimates for approval and sharing it across ULBs.
- Provide engineering and technical hand-holding support to the ULBs / MUKTA professionals
- Facilitate selection of quality professionals for project implementation, or any other activity by engaging qualified firms and sharing information etc.
- Ensuring sustainability of all the projects executed under MUKTA

### **3.1.c: Monitoring and Reporting Support:**

- Appraise and monitor efficient utilization of funds disbursed by the Department
- Report on progress of MUKTA across ULBs, covering status of ULB level Plans, Detailed Project Reports, Utilization Certificates, Quarterly Progress Reports etc.
- Ensure effective and timely reporting of progress of implementation of projects to the Department.

### **3.1.d : Capacity Building Support :**

- Capacity building of MUKTA professionals deployed at all ULBs of State which in turn will lead to qualitative implantation of the programme.
- Capacity building of Community Institutions i.e., MSGs/ SDAs involved in the programme leading to impactful implementation of the programme.

## **4. Key Personnel, Qualification & Experience:**

<b>S.No</b>	<b>Position</b>	<b>Qualification</b>	<b>Responsibilities</b>
<b>1</b>	Project Management Specialist	MBA/PGDRDM/PGDRD with relevant experience from a reputed Institute with more than 10 years of	<ul style="list-style-type: none"> <li>▪ Supervision of preparation of Project Plans; Operationalising the Plans, Activity Planning &amp; Scheduling; financial resource planning and facilitate scheduling payments; monitoring physical progress.</li> </ul>

		experience	<ul style="list-style-type: none"> <li>▪ Tendering/selection for procurement of services; Pre -qualification; preparation, receipt, scrutiny/evaluation of tender documents and issue of tenders; finalization and award of contract.</li> <li>▪ Assistance to ULBs in obtaining requisite clearances; detailed planning of implementation; materials and supply chain management; quality assurance and benchmarking.</li> <li>▪ Fund Flow Management: monitoring and managing leakages, cost over-runs etc; Work Completion and Payments Certificates; preparation of fund utilisation certificates; financial closure of project accounts etc.</li> </ul>
2	Infrastructure Specialist	B. Tech (Civil) with relevant experience in Infrastructure or Construction from reputed organization with more than 07 years of experience	<ul style="list-style-type: none"> <li>▪ Advisory support to improve ULBs' community infrastructure activity.</li> <li>▪ Provide technical assistance in tendering process of projects executed under MUKTA.</li> <li>▪ Support ULBs to report with precision on progress of construction and utilization of funds under MUKTA.</li> <li>▪ Develop and disseminate guidelines on project implementation.</li> <li>▪ Provide technical support as necessary to ULBs in design and implementation of projects under MUKTA.</li> <li>▪ Review the Detailed Project plans and provide feedback as and when necessary</li> <li>▪ Preparation of reports on implementation of projects in the ULBs to ensure timely completion of projects</li> <li>▪ Building capacity &amp; skills of MUKTA Professionals on basics of</li> </ul>

			<p>infrastructure development.</p> <ul style="list-style-type: none"> <li>▪ Assess the training needs in engineering and assist ULBs to access quality training, on site or at recognized centres of excellence.</li> </ul>
<b>3</b>	Finance Expert	Chartered Accountant / Qualified cost Accountant with more than 7-year experience in development Sector.	<ul style="list-style-type: none"> <li>▪ Overall responsibility to promote and support prudent financial management practices.</li> <li>▪ Lead accounting reforms initiatives and guide ULBs for better financial management.</li> <li>▪ Render advice on all financial matters; facilitate recruitment of local professional accounting firms engaged for implementation of MUKTA accounting systems at the ULBs</li> <li>▪ Capacity building of MUKTA accountants engaged at ULBs for ensuring a healthy financial management system.</li> <li>▪ Provide feedback to Dept. on constraints being faced in timely release of funds and any other financial procedures of MUKTA; facilitate auditing of accounts</li> <li>▪ Ensure speedy implementation of State level actions for implementation with respect to financial management of MUKTA funds.</li> <li>▪ Consolidation of financial reports from the ULBs, introducing Best Practices to comply with all statutory requirements, including but not limited to fiscal accountability and disclosure requirements</li> <li>▪ Internal earmarking budgets for basic services to the urban poor under MUKTA</li> </ul>

4	IT Expert	B tech in Computer science/ IT with relevant Experience, from a reputed Institute and more than 07 years of experience.	<ul style="list-style-type: none"> <li>▪ Developing dynamic reporting formats to capture live data for accurate reporting and strive to improve the IT systems of MUKTA (MUKTA Soft) &amp; proactively recommend ways to make it more user-friendly and efficient.</li> <li>▪ Track progress on grievance redressal.</li> <li>▪ Facilitate <b>e-procurement</b> system</li> <li>▪ Developing format to track Project Plan Approval vs real implementation status.</li> <li>▪ Capacity building of MUKTA professionals on MIS who in turn will guide Community Based Organisations to prepare ward level plan.</li> <li>▪ Encourage use of IT to produce training materials and manuals; increasingly impart an understanding and use of e-learning among professionals</li> <li>▪ Update him /her on latest technology advancement and facilitate transfer of emerging technology as relevant to both the Dept. and ULBs.</li> </ul>
5	Social Development Expert	MBA in Management/ Rural Management/ Urban Management from a reputed Institute with more than 07 years relevant of experience.	<ul style="list-style-type: none"> <li>▪ Assess barriers and constraints, demand problems, institutional weaknesses, absorptive capacity constraints to implement projects under MUKTA, issues of sustainability of created assets, and other social and institutional risks at State and ULB level.</li> <li>▪ Render advice on all matters pertaining to governance, social development, community participation, urban poverty alleviation</li> <li>▪ Guide and support implementation of mechanisms for pre-project community consultations and streamlining their inputs into evolving</li> </ul>

			<p>versions of the project plans by ULBs.</p> <ul style="list-style-type: none"> <li>▪ Guide and support effective and transparent use of the Community Participation initiatives adopted under MUKTA</li> <li>▪ Devise communication s to make the communities aware of their responsibilities in execution of projects as implementing agency.</li> <li>▪ Establish mechanisms for dialogue between elected representatives, staff and community members.</li> <li>▪ Establish Networks with civil society and private sector, and other line departments to bring convergence of their schemes/ leverage their schemes with projects</li> <li>▪ Ensure that information related to social development indicators/elements are adequately captured in data bases, analyzed and the emerging findings applied in practice.</li> <li>▪ Design and implement beneficiary satisfaction surveys periodically. Sending out brief questionnaires soliciting beneficiary opinions at the ULB.</li> <li>▪ Monitor the expenditure on improvement of services to urban poor and overall social impact of projects implemented under MUKTA.</li> <li>▪ Organize studies, surveys etc. to document lessons and disseminate good practices across ULBs, through consultative program under MUKTA.</li> </ul>
6	<b>MIS Consultant</b>	The person should be MCA /B. Tech (Comp. Sc /IT) or Graduate with PGDCA from recognized University with minimum	<ul style="list-style-type: none"> <li>• Planning and scheduling of all monitoring, evaluation and quality Control activities at state and district level.</li> <li>• Entry in MIS System and management</li> </ul>

		5 year of relevant experience.	<p>of information as per requirement.</p> <ul style="list-style-type: none"> <li>• Preparation of MIS reports of all urban schemes/ programmes as and when required.</li> <li>• Planning, organizing and coordinating training programmes on monitoring, learning and quality Control mechanism etc.</li> <li>• Feedback on monitoring and quality control data through presentation in review, meetings at district level.</li> <li>• Publication of newsletters and creating Projects related material for publication and distribution.</li> <li>• Dissemination of information, RTI, Governance and Grievance handling;</li> <li>• Overall management of IT support to the programme both at district level MUKTA Team.</li> <li>• Liaison and coordination with MIS agency, Liaison and coordination with district and State level MIS Team.</li> <li>• Periodic review of software applications in consultation with the resource person, MIS agency.</li> <li>• Any other work assigned by the office concerned.</li> </ul>
<b>7</b>	<b>Account Consultant</b>	The person should be graduate in commerce with CA (inter) ICWA (inter) /MBA (Finance) /Masters in Commerce with minimum 5 year of relevant experience.	<ul style="list-style-type: none"> <li>• Thorough knowledge of relevant working experience related to accounts and Financial Management;</li> <li>• Thorough knowledge of Double entry Accounting System, accounting Standards and procedures;</li> <li>• Working experience in Urban sector will be preferred;</li> <li>• Identify reform measures for revenue enhancement for Tax and Non-Tax sources in the MUKTA and helps in implementation of reforms so identified.</li> <li>• Develop mechanisms and systems for implementation of accrual based double entry accounting system and hand holding of MUKTA for the same.</li> <li>• Maintenance of books of accounts, registers, files and other accounts related documents.</li> </ul>



			<ul style="list-style-type: none"> <li>• Preparing Bank Reconciliation statement periodically</li> <li>• Establishing internal and external audit arrangement</li> <li>• Budget preparation, ensuring effective and effective fund flow.</li> <li>• Monitor implementation of municipal financial and accounting reforms.</li> <li>• Helps ULBs in asset valuation and preparation of balance sheet.</li> <li>• Develop innovation approach towards capital financing and Timely preparation of reports and reporting for project purposes; to funding agencies and state and central government.</li> <li>• Handling of Tally Software;</li> <li>• Any other work assigned by the officer concerned;</li> </ul>
--	--	--	--

### 5.0 Replacement of services of the Experts –

Immediate termination of Technical Experts also may be taken up in case of breach of trust/ severe misconduct/ non-performance by giving one month remuneration in lieu of notice period. The contract with the firm will have above provisions.

### 6.0 SPECIFIC RESPONSIBILITIES OF THE BIDDING FIRM/ INSTITUTE/ AGENCY

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

- i. Procure and retain quality professionals in specified domain areas for the PMU.
- ii. Provide necessary Computer/Laptop, communication facilities, office equipment and bear transport expenses of experts for travel within the state of Odisha.
- iii. Provide technical and managerial support through the PMU to ensure effective implementation of various programs in designated cities/towns.
- iv. Report on progress of activities and coordinate closely with the H&UD Department in the discharge of the roles and responsibilities specified for PMU.

- v. Provide technical and managerial support to ensure effective implementation of various programmes and capacity development activities in designated cities/towns and establish a ubiquitous MIS system to track progress.
- vi. Drive various initiatives, review all urban initiatives undertaken at the ULB level through monthly meetings/periodic stocktaking and submission of periodic delivery reports.
- vii. Procure and retain services of qualified and experienced professionals in specified domain areas for delivering the agreed deliverables.
- viii. The FIRM shall ensure that all the Personnel/Professionals of the PMU are paid their salary/fee on or before 5th day of every succeeding month. The FIRM shall ensure professionals update knowledge through formal learning opportunities and are able to undertake field travel to project sites and programme related state/national level meetings, workshops and conferences. The FIRM may decide to pay more or less salary/fee to some professionals on the basis of competency & experience of the incumbent to enhance standards of performance and retain talent.
- ix. For the period of absence of a Personnel/Professional in the PMUs for more than 21 days, the FIRM will not claim the remuneration against the Personnel/ Professional concerned for the said period, i.e. period beyond 21 days of absence or non-engagement of such professionals.
- x. The FIRM shall position its team of professionals at the PMU for accomplishment of assigned tasks. Additionally, the FIRM shall position senior faculties/consultants in advisory position for critical input to the assignment. The FIRM shall make their own arrangements for this purpose from the overall amount payable as per the payment schedule.
- xi. Report on progress of activities and coordinate closely with H&UD Dept. and other stakeholders in the discharge of the allied roles and responsibilities assigned to the Unit.
- xii. The human resources deployed by the agency for the PMU will be dedicated full time. To ensure quality, the agency will develop and follow an exclusive HR policy describing the standards and guidelines for managing the manpower deployed. The manpower deployed should be in accordance with the service requirement of the PMU for which they are being appointed.
- xiii. 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
- xiv. The agency will ensure that in case a person on the team leaves, a replacement is made available in the shortest possible time
- xv. All the monitoring and reporting aspects of this assignment will be under the control and supervision of State Urban Development Agency.

**7.0-Payment & Reporting Schedule for the Professional per package.**

Outputs	Period	Release of Payment
Monthly Progress Report		

Monthly Progress Report (Within 15 days after end of Each Month)	MONTHLY	Amount payable for one Month based on Specialist positioned
--	---------	---

The firm/agency shall be paid on monthly basis based on attendance statement of experts & monthly progress report.

# Part IV - 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- Total Cost of Services
	Appendix E-Duties of the Client
	Appendix F- Invoice Format

Contract for Setting up a PROGRAMME MANAGEMENT UNIT (PMU) FOR

between

H & UD Department, Govt. of Odisha

and

[Insert 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") PROGRAMME MANAGEMENT UNIT (PMU) for Improving the implementation of capacity Building through concurrent Monitoring & evaluation of " Mukhya Mantri Karma Tatpara Abhiyan "( MUKTA) is made the [day] day of the month of [month], [year], between H & UD Department, Govt. of Odisha (hereinafter called the "Client"), or the First Party and, [name of Consultancy firm/agency] (hereinafter called the "Consultancy firm/agency") of the FIRM.

### WHEREAS

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

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

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

- (a) The General Conditions of Contract;
- (b) The Special Conditions of Contract;

(c) The following Appendices:

Appendix A: Description of Services

Appendix B: Reporting Requirements

Appendix C: Staffing Schedule

Appendix D: Cost Estimates

Appendix E: Duties of the “Client”  
Appendix F: Invoice Format

Appendix G: Bank Guarantee Format for Performance

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

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

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

Signed by-----

In presence of 1. For and on behalf of the 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 the 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 the contract.
- (k) "Party" means the "Client" or the Consultancy firm/agency, as the case may be, and "Parties" means both of them.
- (l) "Personnel" means professionals and support staff provided by the Consultancy firm/agency assigned to perform the Services or any part thereof; "Foreign Personnel" means such professionals and support staff who at the time of being so provided had their domicile outside the Government's country; "Local Personnel" means such professionals and support staff who at the time of being so provided had their domicile inside the Government's country; and "Key Personnel" means the Personnel referred to in Clause GC 4.2(a).
- (m) "Reimbursable expenses" means all assignment-related costs [such as travel, translation, report printing, secretarial expenses, subject to specified maximum limits in the Contract].
- (n) "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented.
- (o) "Services" means the work to be performed by the Consultancy firm/agency pursuant to this Contract, as described in Appendix A hereto.
- (p) "Third Party" means any person or entity other than the "Client", or the Consultancy firm/agency.
- (q) "In writing" means communicated in written form with proof of receipt.

## 1.2 Relationship between the Parties

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the "Client" and the Consultancy firm/agency. The

Consultancy firm/agency, subject to this Contract, has complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

### 1.3 Law Governing Contract:

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

### 1.4 Headings:

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

### 1.5 Notices

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

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

### 1.6 Location:

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

### 1.7 Authorized Representatives:

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

### 1.8 Taxes and Duties:

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

### 1.9 Fraud and Corruption

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



- (i) “corrupt practice” means the offering, receiving, or soliciting, directly or indirectly, of 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 actions at its factory to the Client to remedy the situation;
- b. The Client may also sanction against the Consultancy firm/agency, including declaring the Consultancy firm/agency ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Consultancy firm/agency has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Client-financed contract;

#### 1.9.3 Commissions and Fees

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

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

### 2.1 Effectiveness of Contract:

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

### 2.2 Termination of Contract for Failure to Become Effective:

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

### 2.3 Commencement of Services:

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

### 2.4 Expiry of Contract:

Unless terminated earlier pursuant to Clause GC2.9 hereof, this Contract shall expire at the end of such time period as specified in the SC.

### 2.5 Entire Agreement:

This Contract contains all covenants, stipulations, and provisions agreed by the Parties. No agent or representative of either Party has the 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:

2.6.1 Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clause GC7.2 hereof, however, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

2.6.2 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 in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

#### 2.7.3 Measures to be Taken:

- a. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- b. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- c. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- d. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultancy firm/agency, upon instructions by the "Client", shall either demobilize or continue with the Services to the extent possible, in which case the Consultancy firm/agency shall continue to be paid proportionately and on prorated basis, under the terms of this Contract.
- e. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause 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 a substantial bearing on providing Services under this contract) insolvent or goes 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 the 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 a 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 the 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 a notice to the "Client", in the 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 GC2.2 or GC2.9 hereof, or upon expiration of this Contract pursuant to ClauseGC2.4 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 ClauseGC3.3 hereof, (iii)the Consultancy firm/agency's obligation to permit inspection, copying and auditing of their accounts and records set forth in ClauseGC3.6 hereof, and(iv) any right which a Party may have under the Law.

#### 2.9.4 Cessation of Services:

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC2.9.1 orGC2.9.2 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 to Clause 2.9.1 (a) to (g), the Consultancy firm/agency shall not be entitled to receive any agreed payments upon termination of the contract. However, the "Client" may consider to make payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to the Client. Applicable Under such circumstances, upon termination, the client may also impose liquidated damages as per the provisions of Clause 9 of this agreement. The Consultancy firm/agency will be required to pay any such liquidated damages to the client within 30 days of termination date.

#### 2.9.6 Disputes about Events of Termination:

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

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

#### 3.1 General

##### 3.1.1 Standard of Performance:

The Consultancy firm/agency shall perform the Services and carry out their obligations 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 Contractor to the Services, as a 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 maybe.

### 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 B. Final reports shall be delivered in CDROM in addition to the hard copies specified in said Appendix B.

### 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 covering the expenses related to the development of the program(s) concerned.

### 3.9 Equipment, Vehicles, and Materials Furnished by the "Client":

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

### 3.10 Equipment and Materials provided by the Consultancy firm/agency:

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

## 4. CONSULTANCY FIRM/AGENCY'S PERSONNEL

### 4.1 General:



- 4.1.1 The Consultancy Firm/Agency shall provide such qualified and experienced Personnel as are required to carry out the Services as per the detailed Scope of Work specified in the Contract.
- 4.1.2 If additional work is required beyond the Scope of Work specified in the Contract, estimated periods of engagement of the personnel set forth may be increased by mutual Agreement in writing between the Consultancy Firm/Agency and the Purchaser.
- 4.1.3 The Department may ask the Consultancy Firm/Agency for deployment of consultants on partial (example 25%, 50%, 75% etc.) or full time basis depending upon the scope of work and requirement of the project.
- 4.1.4 Each consultant deployed on the project shall be entitled for 2 days of leave in a month subject to upper limit of 22 in a year.

#### 4.2 Description of Personnel:

- 4.2.1 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.
- 4.2.2 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.

- 4.2.3 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 the 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".

- 4.3.1 The Govt. Department/Organizations may decide to interview and approve candidates who can be deployed by the Consultancy Firm/Agency for any project.
- 4.3.2 Consultancy Firm/Agency should deploy only those candidates that have been approved by the state government. No changes will be made within 6 months from start of the project.
- 4.3.3 Consultancy Firm/Agency should deploy persons with requisite skills and experience required for the job as specified at Appendix-C & D as per the requirement of the Purchaser.
- 4.3.4 The Consultancy Firm/Agency shall bear all travel and other costs incurred in deploying the personnel.

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

- 4.4.1 Consultancy Firm/Agency should deploy persons with requisite skills and experience required for the job as specified under the Contract. The Purchaser Will have the right to ask for replacement of any person /persons who do not display adequate expertise and experience in the required field or any other reasons for the intended job. The replacement has to be to the satisfaction of the Purchaser.
- 4.4.2 Failure on the part of the Consultancy Firm/Agency to find a suitable replacement as specified shall amount to a breach of the terms hereof and the Purchaser in addition to all other rights, have the right to claim damages and recover from the Consultancy Firm/Agency all losses/ or other damages that may have resulted from such failure.
- 4.4.3 Except as the Purchaser may otherwise agree, no changes shall be made in the Personnel provided for Temporary Staffing. If, for any reason beyond the reasonable control of the Consultancy Firm/Agency , 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 in Agreement with the Purchaser
- 4.4.4 The “Person Month Rate” by Level applicable for the replacement Personnel shall be the same or lower as of the replaced Personnel.
- 4.4.5 The Consultancy Firm/Agency shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement.
- 4.4.6 If the Purchaser finds that:
  - (i) any of the Personnel provided for Temporary Staffing 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 Purchaser's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Purchaser.

#### 4.5 Exit Policy and Procedures for Temporary Staffing personnel:

- 4.5.1 At the time of expiry of Contract period, as per the Contract, between the Consultancy Firm/Agency and the Purchaser, the Consultancy Firm/Agency needs to ensure a complete knowledge transfer by their deployed Personnel to the new Personnel replacing them
- 4.5.2 Confidential Information, Security and Data to the Purchaser: The Consultancy Firm/Agency on the commencement of the exit management period will promptly supply all the following:
  - 4.5.3 All information relating to the current services rendered;
  - 4.5.4 Documentation relating to any of the State Project's Intellectual Property Rights;
  - 4.5.5 Any State Project data and confidential information;
  - 4.5.6 All other information (including but not limited to documents, records and Agreements) relating to the services reasonably necessary to enable Purchaser, to carry out due diligence in order to transition the provision of the Services to Purchaser;
  - 4.5.7 All hardware (including laptops, printers, pen drives etc. if any) which is a property of the Purchaser.
  - 4.5.8 Before the date of exit of Consultancy Firm/Agency , the Consultancy Firm/Agency shall deliver to the Purchaser all new or up-dated materials from the categories set out in clauses above and shall not retain any copies thereof.

#### OBLIGATIONS OF THE “CLIENT”

##### 4.6 Assistance and Exemptions:

Unless otherwise specified in the SC, the “Client” shall use its best efforts to ensure that the Government shall:

- 4.6.1 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.
- 4.6.2 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.
- 4.6.3 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.
- 4.6.4 Provide to the Consultancy firm/agency, Sub-Consultancy firm/agency and Personnel any such other assistance as may be specified in the SC.

##### 4.7 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. Goods and 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).

#### 4.8 Services, Facilities and Property of the "Client":

4.8.1 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.

4.8.2 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.

#### 4.9 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 5 of this Contract.

#### 4.10 Counterpart Personnel:

4.10.1 If necessary, the "Client" shall make available to the Consultancy firm/agency free of charge such professional and support counterpart personnel, to be nominated by the "Client" with the Consultancy firm/agency's advice, if specified in Appendix E.

4.10.2 Professional and support counterpart personnel, excluding "Client's" liaison personnel, shall work under the exclusive direction of the Consultancy firm/agency. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultancy firm/agency that is consistent with the position occupied by such member, the Consultancy firm/agency may request the replacement of such member, and the "Client" shall not unreasonably refuse to act upon such request.

### 5. PAYMENTS TO THE CONSULTANCY FIRM/AGENCY

Payments shall be made as per details given in Terms of Reference (ToR).

### 6. FAIRNESS AND GOOD FAITH

#### 6.1 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.

#### 6.2 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.

## 7. SETTLEMENT OF DISPUTES

### 7.1 Amicable Settlement:

The performance of the contract is governed by the terms & conditions of the contract, in the 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.

### 7.2 Arbitration:

In the case of a 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 the 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.

7.3 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.

7.4 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.

## 8. Intellectual Property Rights

Purchaser shall own and have a right in perpetuity to use all newly created Intellectual Property Rights which have been developed solely during execution of this Contract, including but not limited to all processes, products, specifications, reports, drawings and other documents which have been newly created and developed by the Consultancy Firm/Agency solely during the performance of Services and for the purposes of *inter alia* use or sub-license of such Services under this Contract. The Consultancy Firm/Agency undertakes to disclose all such Intellectual Property Rights arising in performance of the Services to the Purchaser and execute all such agreements/documents and file all relevant applications, effect transfers and obtain all permits and approvals that may be necessary in this regard to effectively transfer and conserve the Intellectual Property Rights of the Purchaser.

#### 1. 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 the performance of obligations under this Contract.
- iv. Each member/constituent of the Contractor/Consultancy firm/agency, in the case of a consortium, shall be jointly and severally liable to and responsible for all obligations towards the Client/Government for the 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)

SCC Clause	Ref. of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.	1.5	The Address are:
	A	“Client”: Attention: Facsimile:
	B	Consultancy firm/ agency: Attention:  Facsimile:
2.	1.7	The Authorized Representatives are:
	A	For the “Client”:
	B	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
4.	2.2	The time period shall be months
5.	2.3	The time period shall be 15 days from effective date
6.	2.4	The time period of expiry of contract is xx/xx/xxx

7.	4.1	The Resident Manager to be located at Bhubaneswar office of the Firm/ Agency to coordinate with Housing & Urban Development Department, Govt. of Odisha
8.	6.1 (b)	The ceiling in local currency is Rs <insert amount> Lakhs
9	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  Technical Support Unit  AS Given in TOR
10.		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

### Appendix A: Description of Services

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

### Appendix B: Reporting Requirements

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

### Appendix C: Staffing Schedule



**APPENDIX D - 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”).

Appendix E: Invoice format

**INVOICE**

Invoice No.:  
Goods and Service Tax Registration No.

Invoice Date:

PAN Number

INVOICE for the month of ...../year

To

Administrative Officer, State Urban Development Agency

Housing & Urban Development Department

Govt. of Odisha

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

Contract For:

Contract

No.: \_\_\_\_\_

\_ Maximum Contract Value: \_\_\_\_\_ Total Amount

Received \_\_\_\_\_

Claims made Amount:      Date      Invoice No.      Date Received

                                 Amount:      Date      Invoice No.      Date Received

Particulars of current claim made should be mentioned here	Amount	Tax if any
HSN Code and Description: Invoice Total		

PLEASE MAKE PAYMENT TO:

Bank Account: \_\_\_\_\_ Bank SWIFT ID: \_\_\_\_\_

-

Account Number: \_\_\_\_\_ Account Number: \_\_\_\_\_

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

Signature of Bidder

The claim is correct and Services have been received. Please arrange payment: Project Officer/Advisor

Appendix F: Bank Guarantee Format for Performance

To

The Joint Secretary to Government,

Housing & Urban Development Department, Govt. of Odisha

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

.....(description of services) (hereinafter called "the Contract").

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

AND WHEREAS we have agreed to give the contractor such a bank guarantee; NOW THEREFORE we hereby affirm that we are Guarantors and

responsible to you, on behalf of the contractor, up to a total

of..... (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the contractor to be in default under the contract and without cavil or argument, any sum or sums within the limits of(amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

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

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

Our..... branch at.....\*(Name & Address of the

..... \* branch) is liable to pay the guaranteed amount depending

on the filing of claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our.....\*branch a written claim or demand and received by us at our..... branch on or before Dt.....Otherwise, the bank shall be discharged of all liabilities under this guarantee thereafter.

.....

(Signature of the authorized officer of the Bank)

.....

Name and designation of the officer

\_\_\_\_\_