



# REQUEST FOR PROPOSAL

FOR

SELECTION OF AN AGENCY FOR  
SETTING UP OF A PROJECT MONITORING  
UNIT IN PURI KONARK DEVELOPMENT  
AUTHORITY

**PURI KONARK DEVELOPMENT AUTHORITY**  
VIP Road, Puri, Odisha 752001



PURI KONARK DEVELOPMENT AUTHORITY  
VIP ROAD, PURI, ODISHA, PIN- 752001

Adv No: 189

Date: 05.02.2020

**NOTICE INVITING REQUEST FOR PROPOSAL (RFP)**

**SELECTION OF AN AGENCY FOR SETTING UP OF A PROJECT  
MONITORING UNIT IN PURI KONARK DEVELOPMENT AUTHORITY**

e-Tender Proposals are invited from the bidder for "**SELECTION OF AN AGENCY FOR SETTING UP OF A PROJECT MONITORING UNIT IN PURI KONARK DEVELOPMENT AUTHORITY**" in conformity with the Terms & Conditions of the RFP document in Double Bid System from intending applicants. Please refer to Website [www.tendersodisha.gov.in/](http://www.tendersodisha.gov.in/) [pkdapuri.in](http://pkdapuri.in/) /[puri.nic.in](http://puri.nic.in) for complete details and downloading the Document. Any amendment/cancellation/retender/corrigendum please refer to the above website. The Last date & time of submission of proposal is 27.02.2020 till 5.00 PM. For any queries please contact Dr. Lalatendu Sahoo, Secretary, PKDA at 06752-22635 & 222655

**By Order,  
Sd/-  
Secretary, PKDA**

## **DISCLAIMER**

The information contained in this Request for Proposal document ("RFP") or any other information subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf of the Client or any of its employees or advisers, is provided to the Bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Client to the prospective Bidders or any other person. The purpose of this RFP is to provide interested Bidders with information that may be useful to them in the formulation of their Proposals pursuant to the RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Client in relation to the Services. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Client, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidders is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Client accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Client, its employees and advisers make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense, which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this selection process.

The Client also accepts no liability of any nature whether resulting from negligence or otherwise however caused or arising from reliance of any Bidder upon the statements contained in this RFP.

The Client may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the Client is bound to select a Bidder or to appoint the selected Consultant, as the case maybe, to provide the Services and the Client reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Client or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Bidder and the Client shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Proposal, regardless of the conduct or outcome of the selection process.

**DATA SHEET**

<b>Sl.</b>	<b>Partic</b>	<b>Details</b>
1.	<b>Name of the Client</b>	Puri Konark Development Authority
2.	<b>Method of Selection &amp; Proposal Validity</b>	<b>QCBS, 180 Days</b>
3.	<b>Date of Issue of RFP</b>	<b>7.2.2020 at 11.00AM</b>
4.	<b>Deadline for Submission of Pre-Proposal</b>	<b>14.02.2020 at 5.00PM</b>
5.	<b>Pre-proposal meeting</b>	<b>17.02.2020 at 3.00PM</b>
6.	<b>Issue of Pre-proposal Clarifications</b>	<b>18.02.2020 at 3.00PM</b>
7.	<b>Proposal Due Date</b>	<b>27.02.2020 at 5.00PM</b>
8.	<b>Date of opening of Technical</b>	<b>29.02.2020</b>
9.	<b>Expected Date of Commencement of Assignment</b>	<b>To be intimated later</b>
10.	<b>Pre-proposal meeting</b>	A pre-proposal meeting will be held on Dt <u>17/02/2020</u> , 3.00 PM at Conference Hall, Puri Konark Development Authority, VIP Road, Puri, Odisha. All queries should be received on or before Dt 14/02/2020, 5PM at Office of Vice Chairman, Puri Konark Development Authority, VIP Road, Puri, Odisha through e-mail in word format. Email id : <a href="mailto:pkdapuri@gmail.com">pkdapuri@gmail.com</a>
11.	<b>Bid Processing Fee (Non-Refundable)</b>	<b>Rs. 10,000/- (Rupees Ten Thousand only)</b> including GST in shape of Demand Draft in favour of Vice Chairman, Puri Konark Development Authority, Puri payable at Puri, drawn from any scheduled commercial bank.

Sl.	Partic	Details
12.	<b>Earnest Money Deposit (EMD) &amp; performance bank guarantee (Refundable)</b>	Rs. 5,00,000/- (Rupees Five Lakhs only) in shape of Demand Draft in favour of Secretary, Puri Konark Development Authority, Puri payable at Puri, drawn from any scheduled commercial bank. The selected bidder shall deposit & amount of 5% of the quoted bid amount towards performance bank guarantee in the shape of Demand Draft in favour of Secretary, Puri Konark Development Authority, Puri payable at Puri, before execution of contract agreement.
13.	<b>Contact Person</b>	Name: Dr. Lalatendu Sahoo, Secretary, PKDA.  Designation: Secretary, PKDA. Tel no.: 06752-222635, 222655 Email: <a href="mailto:pkdapuri@gmail.com">pkdapuri@gmail.com</a>
14.	<b>Address for Offline Submission of Proposal</b>	<b>Vice Chairman</b> Puri Konark Development Authority, VIP Road, Puri, Odisha  <del>Mode of Submission: <b>Speed Post / Registered Post / Courier</b> only to the address as specified above during the office hour only. Submission of bid through any other mode and late bid will be rejected.</del>
15.	<b>Place of Opening of Proposal:</b>	Conference Hall, Puri Konark Development Authority, VIP Road, Puri, Odisha

**RFP can be downloaded from: [www.tendersodisha.gov.in](http://www.tendersodisha.gov.in) / [pkdapuri.in/puri.nic.in](http://pkdapuri.in/puri.nic.in)**

**SECTION: 1**

**LETTER OF INVITATION**

## LETTER OF INVITATION

RFP NO: 189

DT.05.02.2020

Name of the Assignment: **SELECTION OF AN AGENCY FOR SETTING UP OF A PROJECT MONITORING UNIT IN PURI KONARK DEVELOPMENT AUTHORITY**

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1. **Puri Konark Development Authority** (the “**Authority**”), in accordance with the provisions under the Guidelines for Engagement of Consultants and Outsourcing of Services issued in the Office Memorandum No. 37323/F Dt. 30.11.2018 of the Finance Department, now invites eligible agencies for submitting proposals for setting up of a project monitoring unit in Puri Konark Development Authority.
2. A bidder will be selected under **QCBS** procedure as prescribed in the RFP Document in accordance with the procedures prescribed herewith circulated vide *Office Memorandum No. 37323/F, Dated: 30.11.2018* of Finance Department, Govt. of Odisha.
3. This is a e-tendering process. The proposal must be submitted online as well as offline. In online mode, the electronic form is to be uploaded on the Tender Portal [www.tendersodisha.gov.in](http://www.tendersodisha.gov.in). ~~Simultaneously, in offline mode, proposal is to be delivered at the specified address as per the Bidder Data Sheet via **Speed post / Registered Post / Courier** only. The post / courier of proposal should reach to the client's address at most within 48 hours of the last hour of online bid submission. The Client shall not be responsible for postal delay or any consequence. It is mandatory to submit the proposal in both the modes mentioned above and submission of proposal through any other mode will be rejected.~~
4. ~~The proposal should be submitted by eligible consultancy firms in two parts in two separate Envelopes/Covers and put together in one single outer Envelope/Cover. The two parts of the proposal shall be as follows:-~~

~~PART 1: TECHNICAL PROPOSAL~~

~~PART 2: FINANCIAL PROPOSAL~~

Evaluation of the proposals shall be made as per the evaluation criteria mentioned in the RFP prior to opening of financial proposal.
5. The two parts of the Proposal (Technical proposal [in shape of PDF](#) and Financial proposal [in shape of BoQ](#)) must be submitted on-line with all pages numbered serially, along with an index of submission. The Financial Proposal [in shape of BoQ](#) has to be submitted online. Submission in any other form

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shall not be acceptable. In the event, any of the instructions mentioned herein have not been adhered to, the Client may reject the Proposal.

6. The proposal, complete in all respect as specified in the RFP Document, must be accompanied with a **Non- refundable** amount of **Rs. 10,000 /-** (**Ten Thousand only, inclusive of GST**) towards **Bid Processing Fee** and a **Refundable amount** towards **EMD** of **Rs. 5,00,000 /-** (**Rupees Five Lakhs only**) through online mode of transaction as prescribed in the RFP failing which the bid will be rejected. The originals of cost of RFP document and EMD must be deposited within three (3) days before opening of the bid.
7. The physically received proposals will be rejected, if the application is not received in on-line mode within the stipulated date and time as mentioned above.
8. The last date and time for submission of proposal, complete in all respect, on the tender portal, complete in all respects, is as per the Bidder Data Sheet, (~~the hard copy of the proposal along with an electronic copy in a CD to be delivered at the mentioned address within 48 hours after the last hour of online submission~~) and the date of opening of the technical proposal is as mentioned in the Bidder Data Sheet, which will be done in the presence of the bidder's representative at the specified address as mentioned in the Bidder Data Sheet (Sl. no.16). Representatives of the bidders may attend the meeting with due authorization letter on behalf of the bidder.
9. This RFP includes following sections:
  - a) Letter of Invitation [**Section – 1**]
  - b) Information to the Bidder [**Section – 2**]
  - c) Terms of Reference [**Section – 3**]
  - d) Technical Proposal Submission Forms [**Section – 4**]
  - e) Financial Proposal Submission [Forms \[\*\*Section – 5\*\*\] in BoQ format](#)
  - f) Annexure [**Bid Submission Checklist & Performance Bank Guarantee Format and any other relevant assignment related material needs to be provided**]
10. While all information/data given in the RFP are accurate within the consideration of scope of the proposed assignment to the best of the Client's knowledge, 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 RFP. The Client reserves the right to accept / reject any / all proposals / cancel the entire selection process at any stage without assigning any reason thereof.

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**Vice Chairman, PKDA**

**SECTION: 2**

**INSTRUCTION TO CONSULTANTS**

**1. Qualification Criteria:**

Before opening and evaluation of the technical proposals, each bidder of consultants will be assessed based on the following pre-qualification criteria. The bidder or consultant is required to produce the copies of the required supportive documents / information as part of their technical proposal failing which the proposals will be rejected.

<b>Sl. No.</b>	<b>Eligibility Criteria</b>	<b>Supportive Documents</b>
<b>1</b>	The Applicant must be a company incorporated under the Companies Act or a limited liability partnership firm registered under limited liability partnership act 2008 or a partnership firm or a proprietorship firm registered under relevant law. *	Certificate of Incorporation
<b>2</b>	The Applicants shall have the experience of successfully managing atleast 1 (one) Project Monitoring Unit in a City Development Authority / City Municipal Corporation for a continuous period of at least 3 years.	Copies of Work Order / Contract Document / Completion Certificate from the previous Clients
<b>3</b>	The annual average turnover of the Applicant in India in the last three financial years ending 31 March 2019; shall be minimum <b>INR 100.00 Crores or above.</b>	Financial Details of the bidder ( <b>TECH - 3</b> ) along with copies of the audited balance sheet and Income & Expenditure Statement duly sealed and certified by the Chartered Accountant and the authorized representative of the bidder.
<b>4</b>	Bidder shall furnish an affirmative statement as to the existence of any potential conflict of interest on the part of the bidder due to prior, current, or proposed agreements, engagements, or affiliations with the Client.	Affidavit from the Bidder as per the format ( <b>TECH - 6</b> ).

**Documents / Formats need to be submitted along with TECHNICAL PROPOSAL:**

The bidders have to furnish the following documents duly signed in

along with their Technical Proposal:

- Filled in Bid Submission Check List in Original (**Annexure-I**)
- Covering letter (TECH– 1) on bidder's letterhead requesting to participate in the selection process.
- Bid Processing Fee & Earnest Money Deposit (EMD) as applicable
- Copy of Certificate of Incorporation/ Registration
- Copy of PAN
- Copy of Goods and Services Tax Identification Number (GSTIN)
- Copies of IT Return/GST for the last three assessment years.
- General Details of the Bidder (TECH – 2)
- Financial Details of the bidder (TECH – 3) along with all the supportive documents as applicable duly signed as per the instruction.
- Power of Attorney (TECH – 4) in favour of the person signing the bid on behalf of the bidder.
- List of completed assignments of similar nature (Past Experience Details, TECH – 5) along with copies of contracts / work orders / completion certificate from previous Clients.
- Undertaking for not having been black-listed by any Central / State Government / Any other autonomous bodies/ International & National Organization in the recent past.
- Affidavit regarding Conflict of Interest (TECH - 6)
- No Relation Certificate with the department in standard format.
- Not involved in any legal conflicts or any pending legal issues with the Client during last 3 years.

***Bidders should submit the required supporting documents as mentioned above. Bids not conforming to the eligibility criteria and non-submission of required documents as listed above will lead to rejection of the bid. Submission of forged documents will also result in rejection of the bid. Bidders are advised to study all instructions, forms, terms & conditions and other important information as mentioned in the RFP Document. The proposal must be complete in all respect, indexed and hard bound. Each page should be numbered and signed by the authorized representative.***

2. **Bid Processing Fee:**

The bidder must furnish as part of technical proposal, the required bid processing fee amounting to Rs. 10,000/- (Rupees Ten Thousand Only) in shape of DD from any scheduled commercial bank in favor of Secretary, Puri Konark Development Authority, payable at Puri. Proposals received without bid processing fee will be out rightly rejected.

3. **Earnest Money Deposit:**

The bidder must furnish as part of the technical proposal, an Earnest Money Deposit (EMD amounting to **Rs.1,00,000 /- (Rupees One Lakh Only) in shape of DD** from any scheduled commercial bank in favour of Secretary, Puri Konark Development Authority, payable at Puri.

The EMD of unsuccessful bidders shall be refunded after finalization of selection process and award of contract. The EMD of the successful bidder will be released only after furnishing of the required Performance Bank Guarantee (PBG) and signing of the contract. The EMD will be forfeited on account of the following reasons:

- Bidder withdraws its proposal during the bid validity period as specified in RFP after the closure of bid;
- Bidder fails to sign the contract within designated period (15 days).
- Any / All information furnished by the bidder if found to be forged / false during the evaluation process.
- If the bidder fails to furnish required Performance Bank Guarantee in time.
- Any other circumstance which holds the interest of the Client during the overall selection process.

#### **4. Validity of the Proposal:**

Proposals shall remain valid for a period of 180 (One Hundred and Eighty days) from the date of opening of the technical proposal. The Client reserves the rights to reject a proposal valid for a shorter period as non-responsive and will make the best efforts to finalize the selection process and award of the contract within the bid validity period. The bid validity period may be extended on mutual consent.

#### **5. Pre -Proposal Queries / Pre-Proposal Meeting:**

Bidders are allowed to submit their queries in respect of the RFP and other details if any to **PKDA** through e-mail at [pkdapuri@gmail.com](mailto:pkdapuri@gmail.com) till the timeline as per Bidder Data Sheet. Clarifications to the above will be either uploaded on the tender portal of Government of Odisha [www.tendersodisha.gov.in](http://www.tendersodisha.gov.in) or clarified through email to the respective bidders for the purpose of preparation of proposal. Request for alternation / change in existing terms and conditions of the RFP will not be considered / entertained.

Pre-proposal meeting will be held as per the venue and schedule in Bidder Data Sheet. The bidders will have to ensure that their queries for pre-proposal meeting should reach two days before the pre-proposal meeting.

#### **6. Preparation and Submission of Proposal:**

- (i) Detail RFP may be downloaded from [www.tendersodisha.gov.in](http://www.tendersodisha.gov.in) and the Application should be submitted online only. The procedure for E-Tendering is enclosed in this RFP at Section 6.
- (ii) The following shall be the form of various documents in the Application:

**A. Only Electronic Form (to be uploaded on the Tender Portal)**

- (a) Technical proposal as per format prescribed in SECTION-4 of RFP including documents as indicated in para 'B' below.
- (b) Financial proposal in the excel document template uploaded by the Authority for the assignment based on SECTION-5 of RFP.

**~~B. Original to be uploaded in Electronic form on the Tender Portal and also to be submitted in Sealed Envelope~~**

- ~~(a) Power of Attorney for signing the Application.~~
- ~~(b) Copy of Memorandum of Understanding.~~
- ~~(c) The Applicant shall submit the original documents specified above and seal it in an envelope as "Documents of Technical Proposal" for the Package for which proposal is submitted and name and address of the Applicant. The envelope must be clearly marked "DO NOT OPEN, EXCEPT IN THE PRESENCE OF THE EVALUATION COMMITTEE". In addition, the proposal submission due date should be indicated on the right hand corner of the envelope. The original documents should be submitted at the time stipulated in the Data Sheet at the below mentioned address in the manner and form as detailed in the RFP.~~  
ATTEN. OF:.....

Vice Chairman,  
PKDA, Puri,  
Odisha,  
Tel: 0675222635; Email id: pkdapuri@gmail.com

- (iii) The Applicant shall upload scanned copies of the Technical Proposal as specified on the Tender Portal before 5:00 PM IST on the Proposal Submission due date as specified in Data Sheet. Hard Copy of the documents as specified in the RFP is only required to be submitted. Financial Proposal as specified is to be submitted online only & no hard copy is to be submitted.
- (iv) It may be noted that the scanned copies can be prepared in PDF file format for Technical Proposal and in excel format uploaded by the Authority in the designated locations.
- (v) Each page of the two parts should be page numbered and in conformation to the eligibility qualifications and clearly indicated using an index page. The Client will not consider any proposal that arrives after the deadline as prescribed in the Bidder Data Sheet. Any Proposal received after the deadline will be outrightly rejected by the Client.
- ~~(vi) The procedure for submission of the proposal in offline mode is described~~

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below:

a. **Technical Proposal (Original + 1 CD):**

~~The envelope containing technical proposal shall be sealed and superscripted as "Technical Proposal — SELECTION OF AN AGENCY FOR SETTING UP OF A PROJECT MONITORING UNIT IN PURI KONARK DEVELOPMENT AUTHORITY" and to be furnished inside one envelope. The duly filled-in technical proposal submission forms, soft copy in word form in CD along with all the supportive documents and information have to be furnished as part of technical proposal.~~

~~The "Technical Proposal" must have to be submitted in a sealed envelope (with respective marking in bold letters) along with the prescribed formats/information mentioned in the RFP Document. The envelope must be marked as "TECHNICAL PROPOSAL (SELECTION OF AN AGENCY FOR SETTING UP OF A PROJECT MONITORING UNIT IN PURI KONARK DEVELOPMENT AUTHORITY)" with proper labeling of following information in bold:~~

~~**(Proposed Project Name)**~~

~~**RFP NUMBER AND DATE:-**~~

~~**NAME OF THE BIDDER:-**~~

~~**DEADLINE FOR SUBMISSION OF BID:-**~~

~~**NAME AND ADDRESS OF THE BIDDER:-**~~

~~***Any deviation from the prescribed procedures / information / formats / conditions shall result in out-right rejection of the proposal. All the pages of the proposal have to be sealed and signed by the authorized representative of the bidder. Bids with any conditional offer shall be out rightly rejected. All pages of the proposal must have to be sealed and signed by the authorized representative of the bidder. Any conditional bids will be rejected.***~~

7. **Opening of the proposal:**

- (i) Your completed proposal must be submitted on or before the time and date stated in the Data Sheet.
- (ii) Opening of Proposals will be done through online.
- (iii) For participating in the tender, the authorized signatory holding Power of Attorney shall be the Digital Signatory. In case the authorized signatory

holding Power of Attorney and Digital Signatory are not the same, the bid shall be considered non-responsive.

~~(iv) The Authority shall open envelope containing Technical Proposal received as mentioned on the date and time specified in the Data Sheet in the presence of the Applicants who choose to attend. This Authority will subsequently open the forms as mentioned and evaluate the Applications in accordance with the provisions set out in the RFP.~~

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(v) The Financial Proposal will be opened for the shortlisted applicants who qualify for financial opening as per RFP. The date of opening of Financial Proposal will be notified later on.

#### 8. **Evaluation of Proposal:**

A Three stage evaluation process will be conducted as explained below for evaluation of the proposals:

- **Preliminary Evaluation (1<sup>st</sup> Stage):** Preliminary evaluation of the proposals will be done to determine whether the proposal comply with the prescribed eligibility condition and the requisite documents / information have been properly furnished by the bidder or not. Submission of following documents / information will be verified:
  - Filled in Bid Submission Check List in Original (Annexure-I)
  - Covering letter (TECH – 1) on bidder's letterhead requesting to participate in the selection process.
  - Bid Processing Fee & Earnest Money Deposit (EMD) as applicable.
  - Copy of Certificate of Incorporation / Registration.
  - Copy of PAN.
  - Copy of Goods and Services Tax Identification Number (GSTIN)
  - Copies of IT Return for the last 3 assessment years.
  - General Details of the Bidder (TECH – 2).
  - Financial Details of the bidder (TECH – 3) along with all the supportive documents as applicable duly signed and certified as per the instruction.
  - Power of Attorney (TECH – 4) in favour of the person signing the bid on behalf of the bidder.
  - List of completed assignments of similar nature (Past Experience Details, TECH – 5) along with copies of contracts / work orders / completion certificate from previous Clients.
  - Self-Declaration on Conflict of Interest (TECH - 6).
  - Undertaking for not having been black-listed by any Central / State Government / Any other Autonomous Bodies/ International & National Organization in the recent past.
  - Duly filled in Technical Proposal Forms TECH - 7 to 10.
  - All the pages of the proposal and enclosures / attachments are signed by the authorized representative of the bidder.

- No Relation Certificate.
- Any pending legal issues / involvement in legal conflicts in last 3 years.

**\* Bids not complying with any of the above requirement will be out rightly rejected at the discretion of the Client's authority.**

- **TECHNICAL EVALUATION (2<sup>nd</sup> Stage):** Technical proposal will be opened and evaluated for those bidders who qualify the preliminary evaluation stage. Detailed evaluation process as per the following parameters will be adopted for evaluation of the proposals.

Sl. No	Parameters	Total / Maximum Marks
<b>1</b>	<b>Proof of Experience in the last 10 years from the proposal due date</b>	<b>20</b>
	<ul style="list-style-type: none"> <li>• The Applicants shall have the experience of successfully managing atleast 1 (one) Project Monitoring Unit in a City Development Authority / City Municipal Corporation for a continuous period of at least 3 years.</li> </ul> <p>(10 marks for minimum 3 years of experience of managing a PMU and 5 marks for every additional year of experience subject to maximum of 20 marks)</p>	20
<b>2.</b>	<b>Suitability for the scope of work-Team composition</b>	<b>35</b>
	<ul style="list-style-type: none"> <li>• Team Leader cum Project Monitoring Expert</li> <li>• Procurement cum Finance Expert</li> <li>• Architect cum Urban Planner</li> </ul>	15 10 10
<b>3.</b>	<ul style="list-style-type: none"> <li>• The annual average turnover of the Applicants from advisory/consulting assignments in India in the last three financial years (2018-19, 2017-18, 2016-17) shall be at least INR 100 Crores</li> </ul> <p>(10 marks for minimum INR 100 Crores as average annual turnover 5 marks for every additional INR 50 Crores subject to maximum of 20 marks)</p>	<b>20</b>

Sl. No	Parameters	Total / Maximum Marks
4.	<b>Presentation</b>	<b>25</b>
	Approach of the proposed unit along with work plan based on the terms of reference highlighting the job responsibility of each team member. The bidders shall be invited for a Power Point.	25
	<b>Total</b>	<b>100</b>

- (i). The above presentation for 25 marks must be done by the Team proposed for the assignment.
- (ii). The number of points to be assigned to each of the experts shall be determined considering the following sub-criteria and relevant percentage weights:
- a) Minimum qualifications (Fulfilling minimum education criteria mentioned in the ToR): 20%
  - b) Minimum Experience (Fulfilling Minimum Years' of relevant experience criteria as mentioned in the ToR): 30%
  - c) Relevant Sector Experience (Fulfilling experience criteria of relevant sector and assignment as mentioned in the ToR): 50%
- (iii). The total score obtained by the bidder above shall be the technical score (Ts) of the bidder.
- (iv). Applicants should satisfy basic criteria of experience, turnover. Applicants should score at least 80 marks for being considered for opening of financial bid. The financial offers of unsuccessful applicants will be returned without opening.
- **FINANCIAL EVALUATION (3<sup>rd</sup> Stage):** The financial proposals of the bidders qualifying the technical evaluation (2<sup>nd</sup> Stage) only shall be opened at this stage in the presence of the bidder's representative who wishes to attend the meeting with proper authorization letter. The name of the bidder along with the quoted financial price will be announced during the meeting.

Financial Score: The lowest financial proposal will be given a financial score (Fs) of 100 points. The financial scores of other proposals will be computed as follows:

$$Fs = 100 \times FM1/F1$$

(F1 = amount of Financial Proposal as quoted by the bidder; FM1 =

Lowest Financial Quote)

- (i). The bid price shall be in Indian Rupees. For the purpose of evaluation, the total evaluated cost shall be inclusive of GST for which the Client will make payment to the consultant including overhead expenses, such as travel, accommodation, logistics, training/ workshop, preparation of reports / formats, printing & other secretarial expenses etc.
- (ii). Prices quoted in the bid must be firm and final, and shall not be subject to any modifications on any account whatsoever.
- (iii). The CEC (Consultant Evaluation Committee) will correct any computational errors. When correcting computational errors, in case of discrepancy between partial amount and the total amount, or between word and figures the former will prevail. All required items must be priced accordingly in the financial bid.

**9. Evaluation Process:**

Proposals will finally be ranked according to their combined Score (S) calculated based on technical (Ts) and financial (Fs) scores as follows:

$$S = Ts \times Tw + Fs \times Fw$$

(where Tw and Fw are weights assigned to Technical proposal and Financial Proposal as 0.70 and 0.30, respectively).

The Selected Applicant shall be the First Ranked Applicant (having the highest combined score). The Second and third Ranked Applicant shall be kept in reserve and may be invited for negotiations in case the first ranked Applicant withdraws, or fails to comply with the requirements specified in the RFP document.

**10. Award of Contract:**

After completion of the contract negotiation stage, the Client will notify the successful bidder in writing by issuing an offer letter for signing the contract and promptly notifying all other bidders about the result of the selection process. The successful bidders will be asked to sign the contract after fulfilling all formalities within 15 days of issuance of the offer letter. After signing of the contract, no variation or modification of the terms of the contract shall be made except by written amendment signed by both the parties. The contract will be valid for 24 months from the date of effectiveness of the contract and will be extended on mutual consent.

**11. Conflict of Interest:**

Conflict of interest exists in the event of:

- (i). Conflicting assignments, typically monitoring and evaluation of the same project by the eligible bidder;

- (ii). Consultants, agencies or institutions (individuals or organizations) who have a business or family relation with the Client directly or indirectly; and
- (iii). Practices prohibited under the anti-corruption policy of the Government of India and Government of Odisha. The bidders are to be careful so as not to give rise to a situation where there will be any conflict of interest with the Client as this would amount to their disqualification and breach of contract.

**12. Disclosure:**

- (i). 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.
  - 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.
- (ii). Bidders must disclose if they have been convicted of, or are the subject of any proceedings relating to:
  - a criminal offence or other serious offence punishable under the law of the land, or where they have been found by any regulator or professional body to have committed professional misconduct;
  - corruption including the offer or receipt of an inducement of any kind in relation to obtaining any contract;
  - failure to fulfill any obligations in any jurisdiction relating to the payment of taxes or social security contributions.

**13. Anti-corruption Measure:**

- (i). Any effort by Bidder(s) to influence the Client in the evaluation and ranking of financial proposals, and recommendation for award of contract, will result in the rejection of the proposal.
- (ii). 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, the Client shall blacklist the bidder either indefinitely or for a stated period of time, disqualifying it from participating in any related bidding process for the said period.

**14. Language of Proposals:**

The proposal and all related correspondence exchanged between the bidder and the Client shall be written in the English language. Supporting

documents and printed literature that are part of the proposal may be in another language provided they are accompanied by an accurate translation of the relevant passages in English with self-certification for accuracy, in which case, for the purposes of interpretation of the Proposal, the translated version shall govern.

**15. Cost of Bidding:**

The Bidder shall bear all costs associated with the preparation and submission of its proposal. The Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. A bidder is not allowed to submit more than one proposal under the selection process. Alternate bids are also not allowed.

**16. Legal Jurisdiction:**

All legal disputes are subject to the jurisdiction of civil court of Puri, Odisha.

**17. Governing Law and Penalty Clause:**

Deleted

**18. Confidentiality:**

Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the bidders who submitted the proposals or to other persons not officially concerned with the process, until the publication of the award of contract. The undue use by any Consultant of confidential information related to the process may result in rejection of its proposal and may be subject to the provisions of the Client's antifraud and corruption policy. During the execution of the assignment except with prior written consent of the Client, the consultant or its personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the contract.

**19. Amendment of the RFP Document:**

At any time before submission of proposals, the Client may amend the RFP by issuing an addendum through PKDA website. Any such addendum will be binding on all the bidders. 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.

**20. Client's right to accept any proposal and to reject any or all proposal(s):**

The Client reserves the right to accept or reject any proposal, and to annul or amend the bidding / selection / evaluation process and reject all proposals at any time prior to award of contract award, without assigning any reason there of and thereby incurring any liability to the bidders.

**21. Copyright, Patents and Other Proprietary Rights:**

Vice Chairman, PKDA shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights and trademarks, with regard to documents and other materials which bear a direct relation to or are prepared or collected in consequence or in the course of the execution of this contract. At the Client's request, the Consultant shall take all necessary steps to submit them to the Client in compliance with the requirements of the contract.

**22. Replacement of Key Personnel:**

The key professionals to be deployed under this contract must be dedicated in nature. However, the Client reserves the right to request the Consultant to replace the assigned personnel if they are not performing to a level of satisfaction. After written notification, the Consultant will provide CV of appropriate candidates within Seven (7) days for review and approval. The Consultant must replace the personnel within seven (7) working days from the date of approval of replacement. If one or more key personnel become unavailable / leave the project for any reason midway under the contract, the Consultant must notify the Client at least fourteen (14) days in advance, and obtain the approval prior to making any substitution. In notifying the Client, the Consultant shall provide an explanation of circumstances necessitating the proposed replacement and submit justification and qualification of replacement personnel in sufficient detail to permit evaluation of the impact on the engagement. Acceptance of a replacement person by the Client shall not relieve the consultant from responsibility for failure to meet the requirements of the contract. Change in key professionals beyond the allowable limit of the contract leads to implication of liquidated damage of 10% of the contract value.

**23. Force Majeure:**

For purpose of this clause, "Force Majeure" means an event beyond the control of the agency and not involving the agency's fault or negligence and not foreseeable. Such events may include, but are not restricted, wars or revolutions, fires, floods, riots, civil commotion, earthquake, epidemics or other natural disasters and restriction imposed by the Government or other bodies, which are beyond the control of the agency, which prevents or delays the execution of the order by the agency. If a force Majeure situation arises, the agency shall promptly notify Client in writing of such condition, the cause thereof and the change that is necessitated due to the condition. Until and unless otherwise directed by the Client in writing, the Agency shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The agency shall advise Client in writing, the beginning and the end of the above

causes of delay, within seven days of the occurrence and cessation of the Force Majeure condition. In the event of a delay lasting for more than one month, if arising out of causes of Force Majeure, Client reserve the right to cancel the contract without any obligation to compensate the agency in any manner for what so ever reason.

**24. Settlement of Dispute:**

The Client and the agency shall make every effort to resolve amicably, by direct negotiation, any disagreement or dispute arising between them under or arising from or in connection with the contract. Disputes not so resolved amicably within 30 days of receipt of notice of such as a dispute shall be resolved by a sole arbitrator nominated by the **Vice Chairman, PKDA**. The arbitration proceeding shall be held in **Puri within Odisha** only.

**25. Disqualification of Proposal:**

The proposal is liable to be disqualified in the following cases as listed below:

- Proposal submitted without Bid Processing Fee & EMD as applicable
- Proposal not submitted in accordance with the procedure and formats as prescribed in the RFP
- During validity of the proposal, or its extended period, if any, the bidder increases his quoted prices
- Proposal is received in incomplete form
- Proposal is received after due date and time for submission of bid
- Proposal is not accompanied by all the requisite documents / information
- A commercial bid submitted with assumptions, conditions or uncertainty.
- Bids with any conditional technical and financial offer
- If the bidder provides any assumptions in the financial proposal or qualifies the commercial proposal with its own conditions, such proposals will be rejected even if the commercial value of such proposals is the lowest / best value
- Proposal is not properly sealed or signed
- Proposal is not conforming to the requirement of the scope of the work of the assignment.
- Bidder tries to influence the proposal evaluation process by unlawful/corrupt/ fraudulent means at any point of time during the bid process
- If, any of the bid documents (including but not limited to the hard and soft/electronic copies of the same, presentations during evaluation, clarifications provided by the bidder), excluding the commercial bid, submitted by the bidder is found to contain any information on price, pricing policy, pricing mechanism or any information indicative of the

- commercial aspects of the bid;
- Bidders or any person acting on its behalf indulges in corrupt and fraudulent practices
- Any other condition / situation which holds the paramount interest of the Client during the overall section process.

**26. Liability:**

The Liability of the selected consultant under this agreement in any case shall not be beyond the amount of fees payable to the selected consultant under this agreement.

**27. Indemnity:**

The Consultant at all times during the pendency of this agreement, keep the Government/ Authority Indemnified to an amount not exceeding the total fees payable to the consultant under this agreement.

**SECTION: 3**

**TERMS OF REFERENCE (ToR)**

## **1. BACKGROUND**

After being carved out from erstwhile Bhubaneswar Regional Improvement Trust, Puri Konark Regional Improvement Trust (P.K.R.I.T.) became a separate entity and started functioning since Sept'82 having the jurisdiction of Puri Master Plan area and the areas in between Puri & Konark, with an objective of enforcement of Odisha Town Planning and Improvement Trust Act 1956 . Subsequently, by a notification of Govt. in H.&U.D. Deptt. the Odisha Development Authority Act has been re-enforced over the earlier areas superseding the O.T.P. & I.T.Act.1956, during the year 1997 and thus, Puri Konark Development Authority (PKDA) come in to being on 1.4.1997.

PKDA intends to set up a Project Monitoring Unit (PMU) in its office to carry out services in the following areas;

- a. Strategy to meet objectives of the PKDA Act
- b. Project structuring, Monitoring and Reviewing
- c. Drafting of policies
- d. Procurement works
- e. Capacity Building
- f. Public Private Partnership Projects
- g. Project Monitoring etc

## **2. OBJECTIVE OF THE ASSIGNMENT**

This unit shall have professionals with expertise in urban planning, urban design, procurement, project monitoring / management, finance etc. The unit shall be responsible for providing Support to PKDA.

## **3. BROAD SCOPE OF WORK**

Puri Konark Development Authority (PKDA) intends to engage a consulting agency for an initial period of 2 (two) years for forming a Project Monitoring Unit in PKDA. Initially, the Project Monitoring Unit shall include three members (Team Leader, Architect cum Urban Planner and Procurement cum Finance expert). The PMU shall provide various services to PKDA. They are,

- i. Assist PKDA in conceptualizing plans, designs, undertaking survey, preparation of project plan and design, etc
- ii. Undertake capacity building of all the departments / sections of PKDA.
- iii. Undertake various procurement works.
- iv. Design of buildings, infrastructures, spaces and landscapes and establishing the processes that make successful development possible.
- v. Developing plans, designs, and overseeing the elements of landscaping, road routing, and building use combine into creating the urban environment.
- vi. Work alongside government agencies to select and develop plans to organize mass transit.
- vii. Support the conception and design of demonstration projects.

- viii. Assistance in the appraisal/vetting of Detailed Project Reports.
- ix. Support in Communication, Capacity building and Knowledge Management of various stakeholders.

**TEAMING ARRANGEMENTS:**

- a) Details of team deployment are provided below. The core objective of deployment of a multi-disciplinary team is to ensure that the PMU operates mostly as a self-sufficient, empowered group of experts who are available for providing effective advice.
- b) The proposed PMU team therefore comprises of subject matter experts for Urban Planning, Urban Designing, procurement, finance, project management/monitoring etc. The team is proposed to be led by an experienced Team leader cum Project monitoring expert.
- c) The team leader cum Project monitoring expert., along with the team members, shall be available full time throughout the duration of assignment. He/ she shall seek inputs from all team members and provide proactive information to the Client at regular monthly review meetings. The team leader is also responsible for providing proactive solutions in case some issues are noticed and need action.
- d) While it is believed that the PMU team will self-sufficient and capable to handle on ground issues it shall also be supported on need basis by experience of the selected consultant backend office team managing other similar large infrastructure programs/ projects, through a back office team of subject matter experts. These subject matter experts shall be available remotely for advice from our head quarter and will attend periodic review meetings with client.
- e) However, if additional work is required beyond the scope of the services as mentioned above, and requires additional manpower for the PMU, the remuneration for additional manpower as required shall be based on the agreed remuneration of similarly experienced positions in the proposal.
- f) The Consultant shall provide 3 (three) no. of personnel with the following qualifications to be stationed at client's location in Bhubaneswar. The personnel must be available at the client's location as per the Govt. of Odisha working calendar and as per the requirement of Authority from time to time.**

Team composition and Qualification Requirements for the key professionals

(And any other requirements which will be used for evaluating the key experts):

Sl. No.	Position	Minimum Qualifications and Competence	Responsibilities/ Expertise Required
1.	Team Leader cum Project Monitoring Expert	<ul style="list-style-type: none"> <li>• MBA/PGDBM (Finance) / M.Plan (Urban Planning/Urban Design) with graduate in any discipline.</li> <li>• Shall have atleast 10 years of overall experience</li> <li>• Shall have atleast 5 years of consultancy experience</li> </ul>	<ul style="list-style-type: none"> <li>• Leading the team &amp; reporting to CEO.</li> <li>• Complete project management and coordination between various stakeholders for smooth implementation of all projects of Puri Konark Development Authority.</li> </ul>
2.	Architect cum Urban Planner	<ul style="list-style-type: none"> <li>• M.Plan (Urban Planning / Urban Design) from a reputed institute with graduate in Architecture from a reputed institute</li> <li>• The candidate shall have at least 5 years of professional experience in the field of urban Planning, Master plan, etc.</li> <li>• The candidate must have consultancy experience and also experience of working with Government clients.</li> </ul>	<ul style="list-style-type: none"> <li>• The candidate shall have experience in Urban Designing of a heritage precinct, Local area planning, streetscape projects, GIS based land use planning, preparing of Master Plan etc.</li> </ul>

3.	Procurement cum Finance Expert	<ul style="list-style-type: none"> <li>•MBA PGDBM (Finance) from a reputed institute.</li>   <li>•The candidate shall have at least 5 years of professional experience in the field of procurement, finance etc. The candidate must have experience of working with Government clients.</li> </ul>	<ul style="list-style-type: none"> <li>• Vendor Management</li> <li>• Ensuring Tenders or RFPs or EOIs adherence to procurement guidelines set by different government bodies</li> <li>• Entire bidding process management</li> <li>• Contract Management with vendors</li> <li>• Post contract monitoring and evaluation</li> <li>• Tracking default and penalties as per norms laid in contract</li> </ul>
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**Note:** 1. There shall be a provision of engaging Associates (in the field of Urban Planning, procurement, architecture, finance, IT, etc). and when required shall be made available as and when such requirement arises which is not envisaged at this stage. The compensation for this additional requirement is capped at **Rs. 60,000/-** per month per associate with an annual escalation charge of 10%. The professional experience of the associates in their related fields shall be at least 2 year.

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2. There may be a requirement of engaging additional resources based on the requirement of the Client as and when necessary and the man month rates to be quoted by the bidders for the above individual team members shall be considered. s

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#### 4. Contract Period

Contract will be for a period of 2 years from the date of deployment of the personnel in PKDA with an annual escalation of 10% or annual average WPI in service sector, whichever is less, or as approved by the government from time to time. The agreement can be renewed for a further period after 2 years on mutually agreed terms and conditions if necessary. However, a formal agreement with renewed period shall be drafted to this effect.

#### 5. Payment Terms and Schedule:

- (i) The payments will be subject to issuance of successful and satisfactory deliverables for the period by the concerned controlling officer. The payments shall be made on receipt of invoice with all supporting documents within 30 days by PKDA.

- (ii) A committee to be formed by PKDA to assess the performance of the Agency.
- (iii) No payments will be made for any additional work (other than the contracted as per the scope of work of the RFP) which has not been approved in writing by the competent authority in PKDA.

**6. Penalty:**

- (i) Deleted
- (ii) Deleted
- (iii) Deleted
- (iv) On pre-mature termination of the contract on account of delay, the PBG (Performance Bank Guarantee) shall be forfeited and other actions as deemed appropriate, which includes blacklisting/ legal proceeding may also be initiated. In such a case, PKDA shall be free to get the work done through any other Agency at the risk and cost of the Agency, whose contract has been terminated.
- (v) For calculation of penalty amounts based on delay / shortcomings on the part of the Agency and which is not attributable to the delay on the part of PKDA, the decision of PKDA will be final and binding.

**1. Clients' inputs and Counterpart Services and Facilities:**

- (i) Office space, furniture, printers, office stationery to be made available to the PMU Cell by PKDA..
- (ii) The PMU Cell will be responsible to:
  - Arrange for laptop/desktop and internet connection for project team.
  - Arrange for data collection, survey and investigation, preliminary design, report preparation for project.
  - Arrange for all transportation and travelling including local travel required to deliver the contracted assignments. Actual cost to be reimbursed by PKDA on submission of receipts.

**Section: 4**

**Technical Proposal Submission Forms**

**TECH -1**

**COVERING LETTER**  
**(ON BIDDER'S LETTER HEAD)**

*[Location, Date]*

**To,**

**Vice Chairman  
Puri Konark Development Authority  
VIP Road, Puri, Odisha**

**Subject: Technical Proposal for Selection of an Agency for Setting up of a Project Monitoring Unit (PMU) in Puri Konark Development Authority, Puri.**

**Dear Sir,**

I, the undersigned, offer to provide the services for the proposed assignment in respect to your Request for Proposal No. \_\_\_\_\_, Dated: \_\_\_\_\_. I hereby submit the proposal which includes this technical proposal. Our proposal will be valid for acceptance up to **180 Days** and I confirm that this proposal will remain binding upon us and may be accepted by you at any time before this expiry date.

All the information and statements made in this technical proposal are true and correct and I accept that any misinterpretation contained in it may lead to disqualification of our proposal. If negotiations are held during the period of validity of the proposal, I undertake to negotiate on the basis of the proposal submitted by us. Our proposal is binding upon us and subject to the modifications resulting from contract negotiations.

I have examined all the information as provided in your Request for Proposal (RFP) and offer to undertake the service described in accordance with the conditions and requirements of the selection process. I agree to bear all costs incurred by us in connection with the preparation and submission of this proposal and to bear any further pre-contract costs. In case, any provisions of this RFP/ ToR including of our technical & financial proposal is found to be deviated, then your department shall have rights to reject our proposal including forfeiture of the Earnest Money Deposit absolutely. I confirm that, I have the authority to submit the proposal and to clarify any details on its behalf.

I understand you are not bound to accept any proposal you receive. I remain,

Yours faithfully,

**Authorized Signatory with Date and Seal:**

**Name and Designation:** \_\_\_\_\_

**Address of Bidder:** \_\_\_\_\_

**TECH -2**

**Bidder's Organization (General Detail)**

Sl.	Description	Full
1	<b>Name of the Bidder</b>	
2	<b>Address for communication:</b> Tel : Email id:	
3	<b>Name of the authorized person signing &amp; submitting the bid on behalf of the Bidder:</b> Mobile No. : Email id :	
4	<b>Registration / Incorporation Details</b> Registration No: Date & Year. :	
5	<b>Local office in Odisha</b> <b>If Yes, Please furnish contact details</b>	Yes / No
6	<b>Bid Processing Fee Details</b> Amount: DD No. : Date: Name of the Bank:	
7	<b>EMD Details</b> Amount : DD No.: Date: Name of the Bank:	

<b>8</b>	PAN Number	
<b>9</b>	Goods and Services Tax Identification Number (GSTIN)	
<b>10</b>	Willing to carry out assignments as per the scope of work of the RFP	
<b>11</b>	Willing to accept all the terms and conditions as specified in the RFP	

**Authorized Signatory [In full and initials]:** \_\_\_\_\_

**Name and Designation with Date and Seal:** \_\_\_\_\_

**TECH - 3**

**Bidder Organization (Financial Details)**

Financial Information in INR				
Deta	FY ____	FY ____	FY ____	Average
Turnover (in Crores)				

***Supporting Documents:***

Audited certified financial statements for the last **Three FYs (to be decided accordingly)** (Submission of copies of Income & Expenditure Statement and Balance Sheet for the respective financial years is mandatory along with this form)

***Filled in information in this format must have to be jointly certified and sealed by the CA and the authorized representative of the bidder and to be furnished in original along with the technical proposal failing which the proposal will be out rightly rejected. No scanned copy will be entertained.***

\_\_\_\_\_

***Signature and Seal of the Company Auditor with Date in original***

**Authorized Signatory [In full initials with Date and Seal]:** \_\_\_\_\_

**Communication Address of the Bidder:** \_\_\_\_\_

**[NB: No Scanned Signature will be entertained]**

**TECH - 4**

**FORMAT FOR POWER OF ATTORNEY**  
**(On Bidder's Letter Head)**

I, \_\_\_\_\_, the \_\_\_\_\_ (Designation) of (Name of the Organization) in witness whereof certify that **<Name of person>** is authorized to execute the attorney on behalf of **<Name of Organization>**, **<Designation of the person>** of the company acting for and on behalf of the company under the authority conferred by the **<Notification / Authority order no.>** Dated **<date of reference>** has signed this Power of attorney at **<place>** on this day of **<day><month>**, **<year>**.

The signatures of **<Name of person>** in whose favour authority is being made under the attorney given below are hereby certified.

**Name of the Authorized Representative:**

\_\_\_\_\_  
**(Signature of the Authorized Representative with Date)**

**CERTIFIED:**

**Signature, Name & Designation of person executing attorney:**

**Address of the Bidder:**

**TECH - 5**

**(BIDDER'S PAST EXPERIENCE DETAILS)**

**Table -1 Experience of managing PMU in City Development Authority / City Municipal Corporation during the last 10 years**

Sl. no.	Period	Name of the Assignment with details thereof	Name of the Client	Duration of Contract	Date of Award / Commencement of assignment	Date of Completion of assignment or ongoing.	Remarks if any
A	B	C	D	E	F	G	H
1							
2							
3							
4							

Authorized Signatory [*In full and initials*]: \_\_\_\_\_

Name and Designation with Date and Seal: \_\_\_\_\_

***Note: Bidders are requested to furnish the list limited to 3 assignments of similar undertaken during the last 10 Financial Years as per the above prescribed format only. Information not conforming to the above format will be treated as non-responsive. Copies of the Work order / Contract Document / Completion Certificate from the previous Clients need to be furnished along with the above information.***

**TECH - 6**

**INFORMATION REGARDING ANY CONFLICTING ACTIVITIES AND  
DECLARATION THEREOF**

*Are there any activities carried out by your agency which are of conflicting nature as mentioned in Section 2: [Information to the Bidder] under Eligibility Criteria: Para (4). If yes, please furnish details of any such activities.*

If no, please certify,

**IN BIDDER' S LETTER HEAD**

I, hereby declare that our agency as Individual is not indulged in any such activities which can be termed as the conflicting activities as mentioned in **Section 2: [Information to the Bidder] under Eligibility Criteria: Para (4)**.

I, also acknowledge that in case of misrepresentation of any of the information, our proposal / contract shall be rejected / terminated by the Client which shall be binding on us.

**Authorized Signatory [In full initials with Date and Seal]: \_\_\_\_\_**

**Communication Address of the Bidder: \_\_\_\_\_**

**TECH -7**

**Comments and Suggestions on the Terms of Reference / Scope of Work and  
Counterpart Staff and Facilities to be provided by the Client**

**A: On the Terms of Reference / Scope of Work:**

*[The consultant needs to present and justify in this section, if any modifications to the Terms of Reference he is proposing to improve performance in carrying out the assignment (such as deleting some activity considering unnecessary, or adding another, or proposing a different phasing of the activities / study process modifications). Such suggestions should be concise and to the point, and incorporated in the technical proposal. Modification / suggestion will not be taken into consideration without adequate justification. Any change in manpower resources will not be taken into consideration]*

**B: On Input and Facilities to be provide by the Client:**

*[Comment here on inputs and facilities to be provided by the Client with respect to the Scope of Work and Study Implementation]*

**Authorized Signatory [In full and initials]:** \_\_\_\_\_

**Name and Designation with Date and Seal:** \_\_\_\_\_

## TECH -8

### **DESCRIPTION OF APPROACH, METHODOLOGY AND WORKPLAN TO UNDERTAKE THE ASSIGNMENT**

*[Technical approach, methodology and work plan are key components of the Technical Proposal. In this Section, bidder should explain his understanding of the scope and objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. Further, he should highlight the problems being addressed and their importance, and explain the technical approach to be adopted to address them. It is suggested to present the required information divided into following four sections]*

**A. Understanding of Scope, Objectives and Completeness of response**

Please explain your understanding of the scope and objectives of the assignment based on the scope of work, the technical approach, and the proposed methodology adopted for implementation of the tasks and activities to deliver the expected output(s), and the degree of detail of such output. ***Please do not repeat/copy the ToR here.***

**B. Description of Approach and Methodology:**

- a. Key guiding principles for the study.
- b. Proposed Framework.
- c. Information matrix
- d. Any other issues

**C. Methodology to be adopted:**

Explaining of the proposed methodologies to be adopted highlighting of the compatibility of the same with the proposed approach. This includes:

- a. Approach of the proposed unit.
- b. Work Plan
- c. Jobs and responsibilities of each member.
- d. Preparation of reports
- e. Any other issues

**D. Staffing and Study Management Plan:**

The bidder should propose and justify the structure and composition of the team and should enlist the main activities under the assignment in respect of the Key Professionals responsible for it. Further, it is necessary to enlist of the activities under the proposed assignment with sub-activities (week wise). (Graphical representation)

**Authorized Signatory [*In full and initials*]: \_\_\_\_\_**

**Name and Designation with Date and Seal: \_\_\_\_\_**

**TECH - 9**

**Format of Curriculum Vitae (CV) for Proposed Key Professional**

**1. Proposed Position:**

*[For each position of key professional separate form Tech B-6 will be prepared]*

**2. Name of Firm :**

**3. Name of Staff :**

**4. Date of Birth :**

**5. Years with Firm :**

**6. Nationality :**

**7. Education :**

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

**8. Membership in Professional Associations:**

**9. Other Trainings :**

**10. Countries of Work Experience:**

**11. Languages :**

*[For each language indicate proficiency: excellent, good, fair, or poor; in speaking, reading, and writing]*

**12. Employment Record:**

*[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held. For experience in **last ten years**, also give types of activities performed and Client references, where appropriate as per the prescribed format given below]*

From	To
<b>Procuring Entity Name:</b>	
<b>Position Held:</b>	
<b>Details of the Task Assigned</b> [List all tasks to be performed under this Assignment/job]	

**13. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned**

*[Among the Assignment/jobs in which the staff has been involved, indicate the following information for those Assignment /jobs that best illustrate staff capability to handle the tasks listed under point 12.]*

<b>Name of the Project</b>	
<b>Year</b>	
<b>Location</b>	
<b>Name of the Client</b>	
<b>Project Feature</b>	
<b>Position Held</b>	
<b>Activities</b>	

**Certification:**

*I, the undersigned, certify that to the best of my knowledge and belief that this CV correctly describes my qualifications and past experiences. I will undertake this assignment for the full project duration in terms of roles and responsibilities assigned in the technical proposal or any agreed extension of activities thereof. I understand that any misstatement herein leads to disqualification of CV.*

**Date:**

**Signature of Key Professional with Date** \_\_\_\_

**Authorized Signatory [In full and initials]:** \_\_\_\_\_

**Name and Designation with Date and Seal:** \_\_\_\_\_

**TECH – 10**

**PROPOSED WORKPLAN TO CARRY OUT THE ASSIGNMENT**

Week →						
Sequence of Study Activities / Sub Activities ↓	1	2	3	4	5	6

*Indicate all main activities / sub activities of the proposed assignment including delivery of reports (Inception. and Final Reports) and other associate sub-activities*

**Authorized Signatory [In full and initials]: \_\_\_\_\_**

**Name and Designation with Date and Seal: \_\_\_\_\_**

**Section: 5**

**Financial Proposal Submission Forms**

[in BoQ template](#)

**FIN-1**  
**COVER LETTER**  
**(In Bidder's Letter Head)**

To

**Vice Chairman  
Puri Konark Development Authority  
VIP Road, Puri, Odisha**

**Subject: ~~Technical Proposal for Selection of an Agency for Setting up of a Project Monitoring Unit (PMU) in Puri Konark Development Authority, Puri.~~**

Sir

I, the undersigned, offer to provide the consulting services for **Consulting Firm/Agency for setting up of a Project Monitoring Unit at PKDA** in accordance with your Request for Proposal No. \_\_\_\_\_, Dated: \_\_\_\_\_. Our attached Financial Proposal (Monthly quotation) is for the sum of **[Insert amount(s) in words and figures<sup>\*</sup>]**.

The above quoted amount is inclusive of the taxes applicable as per GST Act. I do hereby undertake that, in the event of acceptance of our bid, the services shall be provided in respect to the terms and conditions as stipulated in the RFP document.

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 of **180 days**. I have carefully read and understood the terms and conditions of the RFP and do hereby undertake to provide the service accordingly.

I understand that you are not bound to accept any proposal you receive. I remain,

Yours faithfully,

**Authorized Signatory [In full and initials]  
Name and Designation of Signatory with Date and Seal:**

**Address of the Bidder:**

—

*\*Amount must match with the one indicated in Fin-2.D*

FIN-2

SUMMARY OF FINANCIAL PROPOSAL

Name of the Project	Lump sum Financial Quote per Month
Selection of Agency for setting up of Project Monitoring Unit at PKDA	Rs _____/- Indian Rupees _____ _____ _____ _only per month (both in Words and figure) exclusive of applicable Goods & Service Tax
GST (as applicable)	<< Please Put This Figure >>
Grand Total <<Please put this figure>>	(both in words and figure) per month inclusive of applicable Goods & Service Tax

- ~~o Bidders shall submit the financial proposal as per the prescribed format given above in both figures and words, and signed by the Bidder's Authorized Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail.~~
- ~~o Taxes will be paid by the Client as per the applicable rate under GST Act from time to time. Consultancy fee proposed for the assignment shall remain fixed till completion of the contract.~~

~~Authorized Signatory [In full and initials]: \_\_\_\_\_~~

~~Name and Designation with Date & Seal: \_\_\_\_\_~~

**FIN-3**

**BREAKDOWN OF REMUNERATION OF KEY PROFESSIONALS**

<b>SR- No.</b>	<b>NAME (A)</b>	<b>POSITION (AS IN TECH-4) (B)</b>	<b>TOTAL TIME INPUT (IN DAYS IN A MONTH) (C)</b>	<b>RATE PER MONTH (IN INR) (D)</b>	<b>NO. OF RESOURCES (E)</b>	<b>TOTAL PROFESSIONAL FEE PER MONTH (IN INR) (D*E)</b>
1		Team Leader cum Project Monitoring Expert	Full Time		1	
2		Procurement cum Finance Expert	Full Time		1	
3		Architect cum Urban Planner	Full Time		1	
8	Total Remuneration Per Month (in INR)					
9	(In Words)					

**Authorized Signatory [In full and initials]:** \_\_\_\_\_

**Name and Designation with Date & Seal:** \_\_\_\_\_

\*Note:-

The selected PMU team may require additional resources as desired by PKDA. The man-month rate as provided in the break up cost for the mentioned resources in the RFP may be referred for finalizing the rates for additional resources.

**Section 6**

**Bid Submission Check List**

**Annexure – I**

Sl. No.	Description	Submitted (Yes/No)	Page No.
<b>TECHNICAL PROPOSAL (ORIGINAL + 1 COPY)</b>			
1	Filled in Bid Submission Check List <b>(ANNEXURE-I)</b>		
2	Covering Letter <b>(TECH -1)</b>		
3	Bid Processing Fee of <b>Rs. ____/-</b> in form to DD		
4	<b>Rs. _____/-</b> in shape of Demand Draft		
5	Copy of Certificate of Incorporation / Registration of the Bidder		
6	Copy of PAN		
7	Copy of Goods and Services Tax Identification Number (GSTIN)		
8	Copies of IT Returns for the last Three AYs <b>(to be decided accordingly)</b>		
9	General Details of the Bidder <b>(TECH - 2)</b>		
10	Financial details of the bidder <b>(TECH - 3)</b> along with all the supportive documents such as copies of Profit – Loss Statement and Balance Sheet for the concerned period		
11	Power of Attorney <b>(TECH - 4)</b> in favour of the person signing the bid on behalf of the bidder.		
12	List of completed assignments of similar nature (Past Experience Details) <b>(TECH - 5)</b> along with the copies of work orders for the respective assignments		
13	Self-Declaration on Potential Conflict of Interest <b>(TECH - 6)</b>		
14	Undertaking for not have been black-listed by any Central / State Govt./any Autonomous bodies during its business career.		
15	Comments and Suggestions <b>(TECH – 7)</b>		
16	Description of Approach, Methodology & Work Plan <b>(TECH - 8)</b>		
17	CV of Key Professionals <b>(TECH – 9)</b>		
18	Work Plan <b>(TECH – 10)</b>		
<b>FINANCIAL PROPOSAL (ORIGINAL + 1 COPY)</b>			
1	<b>Covering Letter (FIN-1)</b>		

2	Summary of Financial Proposal (FIN-2)		
3	Breakdown of Remuneration of Key professionals (FIN-3)		

**Undertaking:**

- o All the information have been submitted as per the prescribed format and procedure.
- o Each part has been separately bound with no loose sheets and each page of all the two parts are page numbered along with Index Page.
- o All pages of the proposal have been sealed and signed by the authorized representative.

**Authorized Signatory [In full and initials]:** \_\_\_\_\_

**Name            and            Designation            with            Date            and            Seal:**

\_\_\_\_\_

Annexure – II

PERFORMANCE BANK GUARANTEE FORMAT

To,

**Vice Chairman  
Puri Konark Development Authority  
VIP Road, Puri, Odisha**

**WHEREAS** \_\_\_(Name and address of the Consultant) (hereinafter called “the Consultant”) has undertaken, in pursuance of RFP No\_\_\_\_\_ dated \_\_\_\_\_ to undertake the service “**for setting up Project Monitoring Unit in PKDA**” (herein called contract) **AND WHEREAS** it has been stipulated by **Vice Chairman, PKDA**, in the said contract that the Consultant 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 supplier such a bank guarantee; **NOW THEREFORE** we hereby affirm that we are guarantors and responsible to you, on behalf of the Consultant, 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 consultant 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 consultant 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 there under or of any of the contract documents which may be made between you and the consultant 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 performance bank guarantee shall be valid until the \_\_\_\_\_day of \_,  
<Year>

Our branch at Bhubaneswar (Name & Address of the Bank) 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 Bhubaneswar branch a written claim or demand and received by us at our Bhubaneswar branch on or before Dt \_\_\_\_\_otherwise bank shall be discharged of all liabilities under this

guarantee thereafter.

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

.....  
**Name and designation of the officer**

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

## **Section 7**

### **Standard form of Contract**

**Note:** This draft Agreement is a generic document and shall be modified based on particulars of the Project.

**CONTRACT FOR CONSULTANT'S SERVICES**

Between

---

(Name of Client)

And

---

(Name of Consultant)

Dated:

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## **I. FORM OF CONTRACT**

### **COMPLEX TIME-BASED ASSIGNMENTS**

This CONTRACT (hereinafter called the "Contract") is made on \_\_\_\_ day of the Month of \_\_\_\_\_, 20\_\_, between, Puri Konark Development Authority (PKDA), Government of Odisha (hereinafter called the "Client") and, on the other hand, \_\_\_\_\_ (hereinafter called the "Consultants").

*[Note\* : If the Consultants consist of more than one entity, the above should be partially amended to read as follows:*

*"...(hereinafter called the "Client") and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly severally liable to the Client for all the Consultants' obligations under this Contract, namely, \_\_\_\_\_ and \_\_\_\_\_(hereinafter called "Consultants")]*

#### WHEREAS

- (a) the Client has requested the Consultants to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");
- (b) the Consultants, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree 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 (hereinafter called "GC")
  - (b) The Special Conditions of Contract (hereinafter called "SC");
  - (c) The following Appendices:

[Note: If any of these Appendices are not used, the words "Not Used" should be inserted below next to the title of the Appendix on the sheet attached hereto carrying the title of that Appendix].

**Appendix A : Description of the Services .....**

**Appendix B : Reporting Requirements .....**

**Appendix C : Key Personnel and Sub-consultants .....**

**Appendix D : Medical Certificate .....**

**Appendix E : Hours of Work for Key Personnel .....**

**Appendix F : Duties of the Client .....**

**Appendix G : Cost Estimates in Foreign Currency**

**..... Appendix H : Cost Estimates in Local Currency**

**..... Appendix I : Form of Performance Bank  
Guarantee**

**Appendix J : Form of Bank Guarantee for Advance Payments**

**Appendix K : Letter of invitation**

**Appendix L : Letter of Award**

**Appendix-M : Minutes of pre-Bid Meeting**

**~~Appendix-N : Memorandum of Understanding (in case of JV)~~**

2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract; in particular
- (a) The Consultants shall carry out the Services in accordance with the provisions of the Contract; and
  - (b) The Client shall make payments to the Consultants in accordance with the Provisions 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.

---

FOR AND ON BEHALF OF  
[NAME OF THE CLIENT]

---

By

(Authorized Representative)

FOR AND ON BEHALF OF  
[NAME OF THE CONSULTANTS]

By

(Authorized Representative)

[Note: If the Consultants consist of more than one entity, all of these entities should appear as  
signatures, e.g. in the following manner ]

FOR AND ON BEHALF OF EACH OF  
THE MEMBERS OF THE CONSULTANTS

[Name of the Member]

By

(Authorized Representative)

---

*[Name of the Member]*

By

(Authorized Representative)

etc.

## **II. GENERAL CONDITIONS OF CONTRACT**

### **1. General Provisions**

- 1.1 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 the Government's country [or in such other country as may be specified in the Special Conditions of Contract (SC)], as they may be issued and in force from time to time.
  - (b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract are attached, together with all the documents listed in Clause 1 of such signed Contract;
  - (c) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1;
  - (d) 'foreign currency' means any currency other than the currency of the Government;
  - (e) 'GC' means these General Conditions of Contract;
  - (f) "Government" means the Government of Client's Country;
  - (g) 'Local currency' means the Indian Rupees;
  - (h) "Consultant" wherever mentioned in this Contract Agreement means the "Selected Agency" and includes and sub-consultants or Associates engaged by the primary consultant.
  - (i) "Member", in case the Consultants consist of a joint venture of more than one entity, means any of these entities, and "Members" means all of these entities;
  - (j) "Party" means the Client or the Consultants, as the case may be, and Parties means both of them;
  - (k) "Personnel" means persons hired by the Consultants or by any Sub-Consultants and or Associates as Employees and assigned to the performance of the Services or any part thereof; "Foreign Personnel" means such persons who at the time of being so hired had their domicile outside the Government's Country, "Local Personnel" means such persons who at the time of being so hired had their domicile inside the Government's Country; and 'key personnel' means the personnel referred to in Clause GC 4.2 (a).
  - (l) "SC" means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;
  - (m) "Services" means the work to be performed by the Consultants pursuant to his contract, as described in Appendix A hereto. The scope of work will be strictly as given in various Clauses in TOR. The approach and methodology to be adopted by the Consultant for carrying out the assignment as Project Monitoring Unit may be modified depending on the site requirements and work programme of the Agency after mutual discussions with Authority,. The work plan as indicated by the Consultant may be modified accordingly to the site requirements.

(n) "Sub-consultant and or Associates" means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of Clause GC 3.7; and

(o) "Third Party" means any person or entity other than the Government, the Client, the Consultants or a Sub-consultant.

**1.2 Relation between the Parties**

Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent as between the Client and the Consultants. The Consultants, subject to this Contract, have complete charge of Personnel and Sub-consultants, if any, 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 Law.

**1.4 Language**

This Contract has been executed in the language specified in the SC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

**1.5 Headings**

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

**1.6 Notices**

1.6.1 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 mail, telegram or facsimile to such Party at the address specified in the SC.

1.6.2 Notice will be deemed to be effective as specified in the SC.

1.6.3 A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the SC with respect to Clause GC 1.6.2.

**1.7 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, whether in Government's Country or elsewhere, as the Client may approve.

**1.8 Authority of Member in Charge**

In case the Consultants consist of a joint venture of more than one entity, the members hereby authorize the entity specified in the SC to act on their behalf in exercising all the Consultants' rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.

**1.9 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 Consultants may be taken or executed by the officials specified in the SC.

**1.10 Taxes and Duties**

Unless otherwise specified in the SC, the Consultants, Sub-consultants and Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law. Authority shall reimburse only service tax on production of

project specific proof of payment of service tax.

## **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 Consultants instructing the Consultants to begin carrying out the Services. This notice shall confirm that the 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 shall be specified in the SC, either Party may, by not less than four (4) weeks' written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

### **2.3 Commencement of Services**

The Consultants shall begin carrying out the Services at the end of such time period after the Effective Date as shall be specified in the SC.

### **2.4 Expiration of Contract**

Unless terminated earlier pursuant to Clause GC 2.9 hereof, this Contract shall expire when services have been completed and all payments have been made at the end of such time period after the Effective Date as shall be specified in the SC.

### **2.5 Entire Agreement**

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

### **2.6 Modification**

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services, may only be made by written agreement between the Parties as the case may be, has been obtained. Pursuant to Clause GC 7.2 hereof, however, each Party shall give due consideration to any proposals for modification made by the other Party.

### **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, 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 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 such Party's Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could

reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations hereunder .

- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

#### **2.7.2 No Breach of Contract**

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care" and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

#### **2.7.3 Measures to be taken**

- a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.
- 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 event 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 notice of the restoration of normal conditions as soon as possible.
- c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

#### **2.7.4 Extension of Time**

Deleted

#### **2.7.5 Payments**

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultants shall be entitled to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Services after the end of such period.

#### **2.7.6 Consultation**

Not later than thirty (30) days after the Consultants, as the result of an event of Force Majeure, have become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

### **2.8. Suspension**

The Client may, by written notice of suspension to the Consultants, suspend all payments to the Consultants hereunder if the Consultants fail to perform any of their 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 request the Consultants to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultants of such notice of suspension.

### **2.9 Termination**

### 2.9.1 By the Client

The Client may, by not less than thirty (30) days' written notice of termination to the Consultants (except in the event listed in paragraph (f) below, for which there shall be a written notice of not less than sixty (60) days), such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (h) of this Clause GC 2.9.1, terminate this Contract.

- (a) if the Consultants fail to remedy a failure in the performance of their 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 Consultants become (or, if the Consultants consist of more than one entity, if any of their Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) if the Consultants fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof;
- (d) if the Consultants submit to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Consultants know to be false;
- (e) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (f) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- (g) if the consultant, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this clause:

"corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

"fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

- (h) if EPC Contractor represents to Authority that the Consultant is not discharging his duties in a fair, efficient and diligent manner and if the dispute remains unresolved, Authority may terminate this contract.

### 2.9.2 By the Consultants

The Consultants may, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause GC 2.9.2, terminate this Contract:

- (a) if the Client fails to pay any money due to the Consultants pursuant to this

- Contract and not subject to dispute pursuant to Clause 8 hereof within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue;
- (b) 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 Consultants may have subsequently approved in writing) following the receipt by the Client of the Consultants' notice specifying such breach;
  - (c) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
  - (d) if the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.

#### **2.9.3. Cessation of Rights and Obligations**

Upon termination of this Contract pursuant to Clauses GC 2.2 or GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except:

- (i) such rights and obligations as may have accrued on the date of termination or expiration;
- (ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof;
- (iii) the Consultants' obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.6 (ii) hereof; and
- (iv) any right which a Party may have under the Applicable Law

#### **2.9.4 Cessation of Services**

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Consultants 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 Consultants and equipment and materials furnished by the Client, the Consultants 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 Consultants (after offsetting against these payments any amount that may be due from the Consultant to the Client):

- (a) remuneration pursuant to Clause GC 6 hereof for Services satisfactorily performed prior to the effective date of termination;
- (b) reimbursable expenditures pursuant to Clause GC 6 hereof for expenditures actually incurred prior to the effective date of termination; and
- (c) except in the case of termination pursuant to paragraphs (a) through (d) of Clause GC 2.9.1 hereof, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract including the cost of the return travel of the Consultants' personnel and their eligible dependents.

#### **2.9.6 Disputes about Events of Termination**

If either Party disputes whether an event specified in paragraphs (a) through (e) of Clause GC 2.9.1 or in Clause GC 2.9.2 hereof has occurred, then there may be a joint meeting held for the settlement of any dispute(s) through conciliation within thirty (30) days after receipt of notice of termination from the other Party. If the dispute is not resolved in the joint meeting, such Party may, within 15 days after the joint meeting, refer the matter to arbitration pursuant 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. Obligation of the Consultants**

#### **3.1 General**

##### **3.1.1 Standard of Performance**

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

##### **3.1.2 Law Governing Services**

The Consultants shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Sub- consultants and or Associates, as well as the Personnel of the Consultants and any Sub- consultants and or Associates, comply with the Applicable Law. The Client shall advise the Consultants in writing of relevant local customs and the Consultants shall, after such notifications, respect such customs.

#### **3.2 Conflict of Interests**

##### **3.2.1 Consultants Not to Benefit from Commissions, Discounts, etc.**

The Remuneration of the Consultants pursuant to Clause GC 6 hereof shall constitute the Consultants' sole remuneration in connection with this Contract or the Services and, subject to Clause GC 3.2.2 hereof, the Consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations hereunder, and the Consultants shall use their best efforts to ensure that any Sub- consultants and or Associates, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

**3.2.2** If the Consultants, as part of the Services, have the responsibility of advising the Client on the procurement of goods, works or services, the Consultants shall comply with any applicable procurement guidelines of the Client and or Associates Bank or of the Association, as the case may be, and other funding agencies and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultants in the exercise of such procurement responsibility shall be for the account of the Client.

##### **3.2.3 Consultants and Affiliates not to engage in Certain Activities**

The Consultants agree that, during the term of this Contract and after its

termination, the Consultants and any entity affiliated with the Consultants, as well as any Sub-consultant and or Associates and any entity affiliated with such Sub-consultant and or Associates, shall be disqualified from providing goods works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

#### **3.2.4 Prohibition of Conflicting Activities**

The Consultants shall not engage, and shall cause their Personnel as well as their Sub-consultants and or Associates and their Personnel not to engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; and
- (b) after the termination of this Contract, such other activities as may be specified in the SC.

### **3.3 Confidentiality**

The Consultants, their Sub-consultants and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

### **3.4 Liability of the Consultants**

Subject to additional provisions, if any, set forth in the SC, the Consultants' liability under this Contract shall be as provided by the Applicable Law.

### **3.5 Insurance to be taken out by the Consultants**

The Consultants (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at their (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverages, as shall be 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.

### **3.6 Accounting, Inspection and Auditing**

The Consultants (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 charges and cost, and the bases thereof (including such bases as may be specifically referred to in the SC); (ii) shall permit the Client or its designated representative periodically, and up to one year from the 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; and (iii) shall permit the client to inspect the Consultant's accounts and records relating to the performance of the Consultant and to have them audited by auditors appointed by the client.

### **3.7 Consultants' Actions Requiring Client's Prior Approval**

The Consultants shall obtain the Client's prior approval in writing before taking any of

the following actions:

- a) appointing such members of the Personnel as are listed in Appendix C ("Consultants' Sub-consultants' Key Personnel") merely by title but not by name;
- b) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-consultant and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Consultants shall remain fully liable for the performance of the Services by the Sub-consultant and its Personnel pursuant to this Contract;
- c) non-diverting of approved Key Personnel from the engagement to other work without prior consent of employer; and
- d) any other action that may be specified in the SC.

### **3.8 Reporting Obligations**

The Consultants 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.

### **3.9 Documents Prepared by the Consultants to Be the Property of the Client**

All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultants for the Client under this Contract shall become and remain the property of the Client, and the Consultants 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 Consultants may retain a copy of such documents and software. Restrictions about the future use of these documents and software, if any, shall be specified in the SC.

### **3.10 Equipment and Materials Furnished by the Client**

Equipment and materials made available to the Consultants by the Client, or purchased by the Consultants 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 Consultants shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions. While in possession of such equipment and materials, the Consultants, 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.

## **4. Consultants' Personnel and Sub-consultants and or Associates**

### **4.1 General**

The Consultants shall employ and provide such qualified and experienced Personnel and Sub-consultants as are required to carry out the Services.

### **4.2 Description of Personnel**

- (a) The titles, agreed job descriptions, minimum qualification and estimated periods of engagement in the carrying out of the Services of each of the Consultants' Key Personnel are described in Appendix C. If any of the Key Personnel has already been approved by the clients his/her name is listed as well.

(b) If required to comply with the provisions of Clause GCC 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 Consultants by written notice to the Client, provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1(b) of this Contract. Any other such adjustments shall only be made with the Client's written approval.

(c) If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by agreement in writing between the Client and the Consultants, provided that any such increase shall not, except as otherwise agreed, cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1 (b) of this Contract.

#### **4.3 Approval of Personnel**

The Key Personnel i.e. Professional Staff and Sub-consultants listed by title as well as by name in Appendix C are hereby approved by the Client. In respect of other Key Personnel which the Consultants propose, to use for carrying out the Services, the Consultants shall submit to the client for review and approval a copy of their biographical data and (in the case of Key personnel to be used within the country of the Government) a copy of a satisfactory medical certificate in the form attached hereto as Appendix D.

If the Client does not object in writing (stating the reasons for the objection) within thirty (30) calendar days from the date of receipt of such biographical data and (if applicable) such certificate, such Key Personnel shall be deemed to have been approved by the Client.

#### **4.4 Working Hours, Overtime, Leave, etc.**

(a) Working hours and holidays for Key Personnel are set forth in Appendix E hereto.

(c) The Personnel of all types engaged by Consultant to provide Services on this Contract shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave **except as specified in Appendix E** hereto, and except as specified.

In such Appendix, the Consultants' remuneration shall be deemed to cover these items. All leaves to be allowed to the Personnel is included in the staff-months of service set for in **Appendix C**. Any taking of leave by Personnel shall be subject to the prior approval by the Client and the Consultants shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services.

#### **4.5 Removal and/or Replacement of Personnel**

(a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Personnel, the Consultants shall forthwith provide as a replacement a person of equivalent or better qualifications.

(b) If the Client (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has

reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.

- (c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, the rate of remuneration applicable to such person as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Consultants may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Client. Except as the Client may otherwise agree, (i) the Consultants shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid to any of the Key Personnel provided as a replacement shall be 90% of the remuneration which would have been payable to the Key Personnel replaced. However, for the reason other than death/extreme medical ground, (i) for total replacement upto 33% of key personnel, remuneration shall be reduced by 20% (ii) for total replacement upto between 33% to 50%, remuneration shall be reduced by 25% and (iii) for total replacement upto between 50% to 66%, remuneration shall be reduced by 30% (iv) For total replacements beyond 66% of the key personnel the client shall initiate action of higher penalty/termination/debarment upto 2 years as considered appropriate.
- (d) There will be suitable plan for reduction of machine / vehicle / manpower at each stage vis-à-vis the progress of work. This plan shall be chalked out with mutual consent as the work progresses to acceptable stage / nearing completion with all defects free (substantially completed) stage.
- (e) In order to prevent the tendency of the personnel and consulting firm to submit incorrect and inflated CV, they should sign every page of CV before submission in order to authenticate that CV furnished by them is correct. The consulting firm and the personnel through consulting firm should be informed by Authority while accepting CV of the new personnel that if CV is found in correct and inflated at a later date, the personnel accepted would be removed from his assignment and debarred from further Authority works for an appropriate period to be decided by Authority and the new proposed personnel in place of removed personnel would be paid 15% less salary than the original personnel. 15% reduction in the salary will be imposed as a penalty for submitting the incorrect information, which the firm as a whole has to deposit to the Client.

This penalty will be imposed only once. If the same consulting firm submits incorrect information again second time, necessary action will be taken by Authority to black-list that firm and the contract shall be rescinded and PBG will be forfeited.

#### **4.6 Resident Project Manager**

Deleted

### **5. Obligations of the Client**

#### **5.1 Assistance and Exemptions**

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

- (a) provide the Consultants, Sub-consultants and Personnel with work permits and such other documents as shall be necessary to enable the Consultants, Sub-consultants or Personnel to perform the Services;

- (b) assist for the Personnel and, if appropriate, their eligible dependents to be provided promptly with all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in Government's country;
- (c) facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Personnel and their -eligible dependents;
- (d) 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;
- (e) assist the Consultants and the Personnel and any Sub-consultants and or Associates employed by the Consultants for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law;
- (f) grant to the Consultants, any Sub-consultants and or Associates and the Personnel of either of them the privilege, pursuant to the Applicable Law, of bringing into Government's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Personnel and their dependents and of withdrawing any such amounts as may be earned therein by the Personnel in the execution of the Services: and
- (g) Provide to the Consultants, Sub-consultants and or Associates and Personnel any such other assistance as may be specified in the SC.

## **5.2 Access to Land**

The Client warrants that the Consultants shall have, free of charge, unimpeded access to all land in the Government's country in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to such land or any property thereon resulting from such access and will indemnify the Consultants and each of the Personnel in respect of liability for any such damage, unless such damage is caused by the default or negligence of the Consultants or any Sub-consultant or the Personnel of either of them.

## **5.3 Change in the Applicable Law**

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost or reimbursable expenses incurred by the Consultants in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultants under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GC 6.1(b).

## **5.4 Services, Facilities and Property of the Client**

The Client shall make available to the Consultants and the Personnel, for the purposes of the services and free of any charge, the services, facilities and property described in Appendix F at the times and in the manner specified in said Appendix F, provided that if such services, facilities and property shall not be made available to the Consultants as and when so specified, the Parties shall agree on (i) any time

extension that it may be appropriate to grant to the Consultants for the performance of the Services, (ii) the manner in which the Consultants shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultants as a result thereof pursuant to Clause GC 6.1(c) hereinafter.

## **5.5 Payment**

In consideration of the Services performed by the Consultants under this Contract, the Client shall make to the Consultants such payments and in such manner as is provided by Clause GC 6 of this Contract. All payments to be made on this contract shall mean to have included base payment plus, TA and all taxes relevant to this field along with insurance covered.

## **5.6 Counterpart Personnel**

- (a) If so provided in Appendix F hereto, the Client shall make available to the Consultants, as and when provided in such Appendix F, and free of charge, such counterpart personnel to be selected by the Client, with the Consultants' advice, as shall be specified in such **Appendix F**. Counterpart personnel shall work under the exclusive direction of the Consultants. If any member of the counterpart personnel fails to perform adequately any work assigned to him by the Consultants which is consistent with the position occupied by such - member, the Consultants may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.
- (b) If counterpart personnel are not provided by the Client to the Consultants as and when specified in Appendix F, the Client and the Consultants shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Client to the Consultants as a result thereof pursuant to Clause GC 6.1(c) hereof.

## **6. Payments to the Consultants**

### **6.1 Cost Estimates; Ceiling Amount**

- (a) An estimate of the cost of the Services payable in local currency is set forth in Appendix H.
- (b) Except as may be otherwise agreed under Clause GC 2.6 and subject to Clause GC 6.1(c), payments under this Contract shall not exceed the ceilings in local currency specified in the SC. The Consultants shall notify the Client as soon as cumulative charges incurred for the Services have reached 80% of either of these ceilings.
- (c) Notwithstanding Clause GC 6.1(b) hereof, if pursuant to clauses GC 5.3,5.4 or 5.6 hereof, the Parties shall agree that additional payments in local as the case may be, shall be made to the Consultants in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GC 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause GC 6.1 (b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

### **6.2 Remuneration and Reimbursable Expenditures**

- (a) Subject to the ceilings specified in Clause GC 6.1 (b) hereof, the Client shall pay to the Consultants (i) remuneration as set forth in Clause GC 6.2(b), and (ii) reimbursable expenditures as set forth in Clause GC 6.2(c). If

specified in the SC, said remuneration shall be subject to price adjustment as specified in the SC.

- (b) Remuneration for the Personnel shall be determined on the basis of time actually spent by such Personnel in the performance of the Services after the date determined in accordance with Clause GC 2.3 and Clause SC 2.3 (or such other date as the Parties shall agree in writing at the rates referred to, and subject to such additional provisions as are set forth, in the SC.
- (c) Reimbursable expenditures actually and reasonably incurred by the Consultants in the performance of the Services, as specified in Clause SC 6.3(b).

### **6.3 Currency of Payment**

- (a) Local currency payments shall be made in the currency of the Government.
- (b) The SC shall specify which items of remuneration and reimbursable expenditures shall be paid in local currency.

### **6.4 Mode of Billing and Payment**

Billing and payments in respect of the Services shall be made as follows:

- (a) The Client shall cause to be paid to the Consultants an interest-bearing advance payment as specified in the SC, and as otherwise set forth below. The advance payment will be due after provision by the Consultants to the Client of a bank guarantee by a bank acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the SC, such bank guarantee (i) to remain effective until the advance payment has been fully set off as provided in the SC, and (ii) to be in the form set forth in Appendix J hereto or in such other form as the Client shall have approved in writing.
- (b) As soon as practicable and not later than fifteen (15 days) after the end of each calendar month during the period of the Services, the Consultants shall submit to the Client, in duplicate, itemized statements, accompanied by copies of receipted invoices, vouchers and other appropriate supporting materials, of the amounts payable pursuant to Clauses GC 6.3 and 6.4 for such month. Separate monthly statements shall be submitted in respect of amounts payable in local currency. Each such separate monthly statement shall distinguish that portion of the total eligible costs which pertains to remuneration from that portion which pertains to reimbursable expenditures.
- (c) The Client shall cause the payment of the Consultants periodically as given in schedule of payment above within sixty (60) days after the receipt by the Client of bills with supporting documents. Only such portion of a monthly statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultants, the Client may add or subtract the difference from any subsequent payments. Interest at the rate specified in the SC shall become payable as from the above due date on any amount due by, but not paid on, such due date.
- (d) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultants and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final statement shall be deemed approved by the Client as satisfactory

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

- (e) All payments under this Contract shall be made to the account of the Consultants specified in the SC.

## **7. Fairness and Good Faith**

### **7.1 Good Faith**

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

### **7.2 Operation of the Contract**

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

## **8. Settlement of Disputes**

### **8.1 Amicable Settlement**

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.

### **8.2 Dispute Settlement**

Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

### **8.3 Payments to the firm**

The agency under the signature of its Director shall be submit a report every month briefly enlisting the assignments given to them by the client / the authority representative / their accomplishments during the month. Besides, an internal meeting with members of committee (to be formed) to sit on monthly / bi-monthly basis to discuss as the activities done by the firm and recommend payment.

### **8.4 Accommodation**

The agency has to arrange accommodation for their employees engaged through its

contract.

**8.5 Assignments without Specific Date of Completion**  
Deleted

### III. SPECIAL CONDITIONS OF CONTRACT

#### GC Clause

A. **Amendments of, and Supplements to, Clauses in the General Conditions of Contract**

1.1(a) The words' 'in the Government's country" are amended to read 'in INDIA"

1.4 The language is: English

1.6.1 The addresses are:

Client:

**Vice Chairman  
Puri Konark Development Authority  
Puri, Odisha.**

Attention:

Cable address: [pkdapuri@gmail.com](mailto:pkdapuri@gmail.com)

Telex: 0675222635

Consultants:

Attention:

Cable address: \_\_\_\_\_

Telex: \_\_\_\_\_

Facsimile: \_\_\_\_\_

*[Note' : Fill in the Blanks]*

1.6.2 Notice will be deemed to be effective as follows:

(a) in the case of personal delivery or registered mail, on delivery;

(b) in the case of telexes, 24 hours following confirmed transmission;

(c) in the case of telegrams, 24 hours following confirmed transmission; and

(d) in the case of facsimiles, 24 hours following confirmed transmission.

1.8 The Member in Charge is : \_\_\_\_\_

1.9 The Authorised Representatives are:

For the Client:

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For the Consultants:

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1.10 The Consultants, Sub-consultants and the Personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.

1.11 The time period shall be 24 months.

### **3.4 Limitation of the Consultants' Liability towards the Client**

- (a) Except in case of gross negligence or willful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out the Services, the Consultants, with respect to damage caused by the Consultants to the Client's property, shall not be liable to the Client:
- (i) for any indirect or consequential loss or damage;
  - (ii) Consultant will remain at its expenses; Professional Liability Insurance including coverage for errors and omissions caused by Consultant's negligence in the performance of its duties under this agreement, (A) For the amount not exceeding total payments for Professional Fees and Reimbursable Expenditures made or expected to be made to the Consultants hereunder OR (B) the proceeds, the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of (A) or (B) is higher.
  - (iii) The policy should be issued only from an Insurance Company operating in India.
  - (iv) The policy must clearly indicate the limit of indemnity in terms of "Any One Accident" (AOA) and "Aggregate limit on the policy period" (AOP) and in no case should be for an amount less than stated in the contract.
  - ~~(v) If the Consultant enters into an agreement with Authority in a joint venture or 'in association', the policy must be procured and provided to Authority by the joint venture/in association entity and not by the individual partners of the joint venture/association.~~
  - (vi) The contract may include a provision whereby the Consultant does not cancel the policy midterm without the consent of Authority. The insurance company may provide an undertaking in this regard.
- (b) This limitation of liability shall not affect the Consultants' liability, if any, for damage to Third Parties caused by the Consultants or any person or firm acting on behalf of the Consultants in carrying out the Services.
- (c) Professional Liability Insurance may be accepted for initially one year which shall be extended annually for two years. PLI shall be uniformly taken for a period of two years.

**3.5 The risks and the coverage shall be as follows**

- (a) Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1988 in respect of motor vehicles operated in India by the Consultants or their Personnel or any Sub-consultants or their Personnel for the period of consultancy.
- (b) Third Party liability insurance with a minimum coverage, of Rs. 1.0 million for the period of consultancy.
- (c) Professional liability insurance as per 3.4 (a) (ii) of SC of the consultancy, with a minimum coverage equal to estimated remuneration and reimbursable.
- (d) Employer's liability and workers' compensation insurance in respect of the Personnel of the Consultants and of any Sub-consultant, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and
- (e) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultants' property used in the performance of the Services, and (iii) any documents prepared by the Consultants in the performance of the Services.

3.7 (c) The other actions are

- (i) Deleted.

3.9 The Consultants shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client.

4.6 "The person designated as Team Leader cum Project Monitoring Expert in Appendix C shall serve in that capacity, as specified in Clause GC 4.6."

6.1 (b) The ceiling in local currency is:\_\_\_\_\_

6.2 (a) "Payments for remuneration made in accordance with Clause GC 6:2(a) in local currency shall be adjusted as follows :

- (i) DELETED

Notwithstanding any other provisions in the agreement in this regard, this provision will prevail and over ride any other provision to the contrary in this agreement.

- 6.2(b)(i) (1) It is understood (i) that the remuneration rates shall cover (A) such salaries and allowances as the Consultants shall have agreed to pay to the Personnel as well as factors for social charges and overhead, and (B) the cost of backstopping by home office staff not included in the Personnel listed in Appendix C, and (C) the Consultants' fee; (ii) that bonuses or other means of profit-sharing shall not be allowed as an element of overhead, and (iii) that any rates specified for persons not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Client, once the applicable salaries and allowances are known.

(2) Remuneration for periods of less than one month shall be calculated on an hourly basis for actual time spent in the Consultants' home office and directly attributable to the Services (one hour being equivalent to 1/240th of a month) and on a calendar-day basis for time spent away from home office (one day being equivalent to 1/30th of a month).

6.2(b)(ii) The rates for Personnel are set forth in Appendix H .

6.3(b) Remuneration for Personnel and reimbursable expenditure shall be paid in local currency.

6.4(a) Deleted

8.2 Disputes shall be settled by arbitration in accordance with the following provisions:

#### **8.2.1 Selection of Arbitrators**

Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three arbitrators, in accordance with the following provisions:

- (a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator or within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to the Secretary, the Indian Council of Arbitration, New Delhi, for a list of not fewer than five nominees and, on receipt of such list, the Parties shall alternately strike names there from, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, Secretary, the Indian Council of Arbitration, New Delhi , shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.
- (b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultants shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by Secretary, the Indian Council of Arbitration, New Delhi.
- (c) If, in a dispute subject to Clause SC 8.2.1 (b ), one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the Secretary, Indian Council of Arbitration, New Delhi, to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.

#### **8.2.2 Rules of Procedure**

Arbitration proceedings shall be conducted in accordance with procedures of the Arbitration & Conciliation Act 1996, of India.

#### **8.2.3 Substitute Arbitrators**

If for any reason an arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.

**8.2.4 Qualifications of Arbitrators**

The sole arbitrator or the third arbitrator appointed pursuant to paragraphs (a) through (c) of Clause 8.2.1 hereof shall be an internationally/nationally recognized legal or technical expert with extensive experience in relation to the matter in dispute.

**8.2.5 Miscellaneous**

In any arbitration proceeding hereunder:

(a) Proceedings shall, unless otherwise agreed by the parties, be held in Bhubaneswar.

(b) The English language shall be the official language for all purposes; and

(c) The decision of sole arbitrator or of a majority of the arbitrators ( or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

(d) Fee structure shall be as indicated below:

Sl No.	Particulars	Maximum amount payable per Arbitrator/ per case
1	Arbitrator fee	Rs.15,000/- per day subject to a maximum 4 lacs Or Rs 2.5 lacs (lump sum) subject to publishing the award within 12 months.
2	Reading Charges	Rs 15,000/-
3	Secretarial Assistance	Rs 20,000/-
4	Incidental charges (telephone, fax, postage etc.)	Rs 6,000/-
5	Charges for Publishing /declaration of the Award	Maximum of Rs. 20,000/-
6	Other expenses (actuals against bills subject to the prescribed ceiling) Traveling Expenses  Lodging and Boarding	Maximum ceiling  Economy class (by air), First class AC (by train) and AC car (by road)  1. Rs 15,000/- per day (in metro cities) 2. Rs 7,000/- per day (in other cities) 3. Rs 3,000/- per day, if any Arbitrator makes their own arrangements.
7	Local Travel	Rs. 1500/- per day
8.	Extra charges for days other than hearing/meeting days (maximum for 2 days)	Rs. 3,500/- per day
Note	1. Lodging, boarding and travelling expenses shall be allowed only for those members who are residing 100 Km away from place of meeting. 2. Delhi, Mumbai, Chhenai, Kolkota, Bangalore and Hyderabad shall be considered as Metro Cities.	

#### **IV. APPENDICES**

##### **Appendix A: Description of the Services**

*[Give detailed descriptions of the Services to be provided; dates for completion of various tasks, place of performance for different tasks; specific tasks to be approved by Client, etc.]*

**Details as per**  
**TOR**

## Appendix B: Reporting Requirements

*[List format, frequency, contents of reports and number of copies; persons to receive them; dates of submission, etc. If no reports are to be submitted, state here "Not applicable".]*

**Please refer**  
**TOR**

## **Appendix C: Key Personnel and Sub-consultants**

*[List under: C-1      Titles [and names, if already available], detailed job descriptions and minimum qualifications. experience of Personnel to be assigned to work, and staff- months for each.*

*C-2      Same information as C-1 for Key Personnel.*

*C-3 Deleted*

*C-4      List of approved Sub-consultants [if already available]; same information with respect to their Personnel as in C-1 through C-4)*

**Please refer TOR**

**Appendix D: Medical Certificate**

DELETED

### **Appendix E: Hours of Work for Key Personnel**

The Consultant's Key personnel and all other Professional shall work as per the Govt. odisha calendar. . The Consultant shall work as per the work program of the Authority/Govt. In this context in case the work plan of the Consultant needs suitable modifications, the same shall be carried out and submitted to the client for consideration. The Consultants hours of work normally shall match with that of Authority activities and requirement on the site. No extra remuneration shall be claimed or paid for extra hours of work required in the interest of Project completion.

**Appendix F:  
Duties of the  
Client**

**Please refer TOR**

**Appendix G: Cost Estimates in Foreign Currency**

Deleted

## Appendix H: Cost Estimates in Local Currency

*List hereunder cost estimate in local currency:*

1. Monthly rates for local Personnel (*Key Personnel and other Personnel*)
  2. *Reimbursable/Rental/Fixed expenditures as follows:*
    - a. *Deleted*
    - b. *Deleted*
    - c. *Cost of local transportation.*
    - d. *Cost of other local services, rentals, utilities, etc.*

**Appendix I: FORM OF PERFORMANCE SECURITY**

**(PERFORMAMANCE BANK GUARANTEE)**

(Clause-13 of TOR)

To

The Vice Chairman  
Puri Konark Development Authority

WHEREAS \_\_\_\_\_

[Name and address of Consultants]<sup>1</sup> (hereinafter called "the consultants")  
has \_\_\_\_\_ undertaken, \_\_\_\_\_ in \_\_\_\_\_ pursuant \_\_\_\_\_ of \_\_\_\_\_ Contract  
No. \_\_\_\_\_ dated \_\_\_\_\_

to provides the services \_\_\_\_\_ on \_\_\_\_\_ terms and \_\_\_\_\_ conditions \_\_\_\_\_ set \_\_\_\_\_ forth \_\_\_\_\_ in \_\_\_\_\_ this  
Contract

\_\_\_\_\_ [Name of contract and brief  
description of works) (hereinafter called the "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Consultants shall furnish you with a Bank Guarantee by a Scheduled Commercial bank of India, Counter Guaranteed by its Branch at Bhubaneswar for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Consultants such a Bank Guarantee;

NOW THEREOF we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Consultants up to a total of

\_\_\_\_\_ [amount \_\_\_\_\_ of \_\_\_\_\_ Guarantee] \_\_\_\_\_  
\_\_\_\_\_ [in words], \_\_\_\_\_ such \_\_\_\_\_ sum  
being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand 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 for the sum specified therein.

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

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

The liability of the Bank under this Guarantee shall not be affected by any change in the constitution of the consultants or of the Bank.

Notwithstanding anything contained herein before, our liability under this guarantee is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) and the guarantee shall remain valid till \_\_\_\_\_. Unless a claim or a demand in writing is made upon us on or before \_\_\_\_\_ all our liability under this guarantee shall cease.

This guarantee shall be valid for a period of 26 months i.e. upto 2 months beyond the expiry of contract of 24 months.

Signature and Seal of the Guarantor \_\_\_\_\_  
In presence of

Name and Designation \_\_\_\_\_  
1. \_\_\_\_\_  
(Name, Signature & Occupation)

Name of the Bank \_\_\_\_\_

Address \_\_\_\_\_  
2. \_\_\_\_\_  
(Name & Occupation)

Date \_\_\_\_\_

<sup>1</sup> Give names of all partners if the Consultants is a Joint Venture.

**Appendix  
K**

**Letter of  
invitation**

**Appendix  
L**

**Letter of Award**

**Appendix M**

**Minutes of pre-bid meeting**

## **Section 7**

### **Procedure under E-Tendering**

## **DEFINITIONS**

- a) **Tender portal:** The E-Procurement Portal of Government of Odisha introduced for the process of E-Tendering which can be accessed on <https://www.tendersodisha.gov.in>
- b) Use of valid Digital Signature Certificate of appropriate class (Class II or class III) issued from registered certifying authorities (CA) as stipulated by Controller of Certifying Authorities (CCA), Government of India such as [n-Code](#), Sify, [TCS](#), [MTNL](#), [e-Mudhra](#) is mandatory for all users.
- c) For all purpose, the server time displayed in the e-Procurement portal shall be the time to be followed by all the users.
- d) Words in capital and not defined in this document shall have the same meaning as in the Request for Proposal (“RFP”).

### **1. PARTICIPATION IN BID:**

- 1.1 **PORTAL REGISTRATION:** The Agency/Bidder intending to participate in the bid is required to register in the portal using his/her active personal/official e-mail ID as his/her Login ID and attach his/her valid Digital signature certificate (DSC) to his/her unique Login ID. He/She has to submit the relevant information as asked for about the firm/contractor. The portal registration of the bidder/firm is to be authenticated by the State Procurement Cell after verification of original valid certificates/documents such as (i) PAN and (ii) Registration Certificate (RC) / GSTIN. The time period of validity in the portal is at per with validity of RC/GSTIN. Any change of information by the bidder is to be re-authenticated by the State\_Procurement Cell. After successful authentication bidder can participate in the online bidding process.
- 1.2 Bidders participating through Joint Venture shall declare the authorised signatory through Memorandum of Understanding duly registered and enroll in the portal in the name and style of the Joint venture Company. It is mandatory that the DSC issued in the name of the authorised signatory is used in the portal. For participating in the tender, the authorized signatory holding Power of Attorney shall be the Digital Signatory. In case the authorized signatory holding Power of Attorney and Digital Signatory are not the same, the bid shall be considered non-responsive.
- 1.3 Any third party/company/person under a service contract for operation of e-Procurement system in the State or his/their subsidiaries or their parent companies shall be ineligible to participate in the procurement process that are undertaken through the e-Procurement system irrespective of who operates the system.

### **2. LOGGING TO THE PORTAL:**

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

### **3. DOWNLOADING OF BID:**

**The tender documents uploaded by the Tender Inviting Officer in the website <https://tendersodisha.gov.in> will appear in "Latest Active Tender" Section of the homepage. The publication of the tender will be for specific period of time till the last date of submission of bids after which the same will be removed from the list of Active Tenders.** The bidder can download the tender of his choice and save it in his system and undertake the necessary preparatory work off-line and upload the completed tender at his convenience before the closing date and time of submission.

### **4. CLARIFICATION ON BID:**

The bidder may ask question related to tender online in the e-procurement portal within the period of seeking clarification. The Officer inviting the bid / Procurement Officer-Publisher will clarify queries related to the tender. The clarification to the queries will be hoisted in the tender portal.

### **5. PREPARATION & SUBMISSION OF BID:**

- 5.1 Detailed RFP may be downloaded from Tender Portal for detailed study and preparation of bid. The bidder shall carefully go through the RFP document & prepare the required documents for Technical Proposal & Financial Proposal as specified in Cl.No.4.1 of Section-2 & upload the scanned copies of Technical proposal documents in PDF format & Financial proposal in excel format template uploaded by the Authority.
- 5.2 The bidders should check the system generated confirmation statement on the status of the submission.
- 5.3 The bidder shall log on to the portal with his /her DSC and move to the desired tender for up loading the documents in appropriate place one by one simultaneously checking the documents.
- 5.4 Bids cannot be submitted after due date and time. The bids once submitted cannot be viewed, retrieved or corrected. The Bidder should ensure correctness of the bid prior to uploading and take print out of the system generated summary of submission to confirm successful uploading of bid. The bids cannot be opened even by the OIT or the Procurement Officer Publisher/ opener before the due date and time of opening.
- 5.5 Each process in the e-procurement is time stamped and the system can detect the time of log in of each user including the Bidder.

- 5.6 The Bidder should ensure clarity/legibility of the document uploaded by him to the portal.
- 5.7 The system shall require all the mandatory forms and fields filled up by the bidder during the process of submission of the bid/tender
- 5.8 The Bidder should upload sufficiently ahead of the bid closure time to avoid traffic rush and failure in the network.
- 5.9 The tender inviting officer is not responsible for any failure, malfunction or breakdown of the electronic system used during the e-procurement process.
- 5.10 The Bidder is required to upload documents related to his eligibility criteria and qualification information and Financial Proposal template duly filled in.
- 5.11 The Bidder will not be able to submit his bid after expire of the date and time of submission of bid (server time). The date and time of bid submission shall remain unaltered even if the specified date for the submission of bids declared as a holiday for the Officer Inviting the Bid.

**6. SIGNING OF BID:**

The 'online bidder' shall digitally sign on all statements, documents, certificates uploaded by him, owning responsibility for their correctness / authenticity as per IT ACT 2000. If any of the information furnished by the bidder is found to be false / fabricated / bogus, his EMD/Bid Security shall stand forfeited & his name shall be recommended for blocking of portal registration and the bidder is liable to be blacklisted.

**7. SECURITY OF BID SUBMISSION:**

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

**8. RESUBMISSION AND WITHDRAWAL OF BIDS:**

- 8.1 Resubmission of bid by the bidders for any number of times before the final date and time of submission is allowed.
- 8.2 Resubmission of bid shall require uploading of all documents including price bid a fresh.
- 8.3 If the bidder fails to submit his modified bids within the pre-defined time of receipt, the system shall consider only the last bid submitted.
- 8.4 The bidder should avoid submission of bid at the last moment to avoid system failure or malfunction of internet or traffic jam or power failure etc.
- 8.5 The Bidder can withdraw his bid before the closure date and time of receipt of the bid by uploading scanned copy of a letter addressing to the Procurement Officer Publisher (Officer Inviting Tender) citing reasons for withdrawal. The system shall not allow any withdrawal after expiry of the closure time of the bid.

**9. OPENING OF THE BID:**

- 9.1 Bid opening date and time is specified during tender creation or can be extended through corrigendum / addendum. Bids cannot be opened before the specified date & time.
- 9.2 The bidders & guest users can view the summary of opening of bids from any system. Contractors are not required to be present during the bid opening at the opening location if they so desire.
- 9.3 In the event of the specified date of bid opening being declared a holiday for the Officer inviting the Bid, the bids will be opened at the appointed time on the next working day.

#### **10. EVALUATION OF BIDS:**

- 10.1 All the opened bids shall be downloaded and printed for taking up evaluation. The officer authorized to open the tender shall sign and number on each page of the documents downloaded and furnish a certificate that "the documents as available in the portal containing \_\_\_ nos of pages".
- 10.2 The bidder may be asked in writing/ online to clarify on the uploaded documents provided in the Technical Bid, if necessary, with respect to any doubts or illegible documents. The officer inviting tender may ask for any other document of historical nature during Technical evaluation of the tender. Provided in all such cases, furnishing of any document in no way alters the Bidder's price bid. Non submission of legible documents may render the bid non-responsive.
- 10.3 The bidders will respond in not more than 7 days of issue of the clarification letter, failing which the bid of the bidder will be evaluated on its own merit.
- 10.4 The Technical evaluation of all the bids shall be carried out as per information furnished by Bidders.
- 10.5 The Procurement Officer-Evaluators; will evaluate bid and finalize list of responsive bidders.
- 10.6 The financial bids of the technically responsive bidders shall be opened on the due date of opening. The Procurement Officer-Openers shall log on to the system in sequence and open the financial bids.
- 10.7 The Financial Bid will be opened on the notified date & time in the presence of bidders or their authorised representative who wish to be present.
- 10.8 At the time of opening of "Financial Bid", bidders whose technical bids were found responsive will be opened.
- 10.9 The responsive bidders' name, bid prices will be announced.
- 10.10 Procurement Officer-Openers shall sign on each page of the downloaded Financial Proposal and the Comparative Statement and furnish a certificate to that respect.
- 10.11 Bidder can witness the principal activities and view the documents/summary reports for that particular work by logging on to the portal with his DSC from anywhere.

10.12 System provides an option to Procurement Officer Publisher for reconsidering the rejected bid with the approval of concern Managing Director / Head of Department.

**DISCLAIMER**

The Applicant must read all the instructions in the RFP and submit the same accordingly.

**SUBMITTED FOR APPROVAL**

**Committee to be constituted by PKDA**