



The Odisha State Cooperative Bank Ltd.

RFP DOCUMENT

RFP IDENTIFICATION NO: **RFP-7101 dt-08.02.2024 of 2023-24**
MD, OSCB LTD

**REQUEST FOR PROPOSAL FOR SELECTION OF AGENCY FOR
*Consultancy services for preparation of Detailed Project Report and
Project Management Consultancy for construction of Various
Infrastructure Buildings at Bhubaneswar, Anugul & other places in
Odisha.***

- a) Administrative annex building at Head Office in Bhubaneswar***
- b) Training center, hostel, staff quarter & Auditorium at
Sailashree Vihar, Bhubaneswar***
- c) Branch office building, mini conference hall and staff
quarter at Anugul town, Anugul.***
- d) Staff quarter & Auditorium at Gopalpur, Berhampur.***
- e) Staff quarter & Auditorium at Bidanasi, Cuttack.***

**OSCB LTD
Pandit Jawaharlal Nehru Marg, Bhubaneswar
Pin-751001**

Contact: 0674-2375100
Website: www.odishascb.com
Email to: oscbgad@odishascb.com

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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.

SECTION – 1

Odisha State Cooperative Bank Ltd.

REQUEST FOR PROPOSAL (RFP)

SHORT TENDER CALL NOTICE

Bid Identification No. ~~RFP-7101 dt-08.02.2024 of 2023-24~~

Letter No-**OSCB/HRDD/7101**

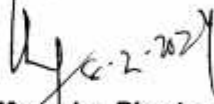
Dt.08.02.2024

1. The Managing Director, Odisha State Cooperative Bank Ltd., Bhubaneswar invites proposals from experienced and reputed consultancy firm for Consultancy services for preparation of Detailed Project Report and Project Management Consultancy during construction of Various Infrastructure Buildings at Bhubaneswar, Angul & other places in Odisha to be received in **Offline/Online mode** for packages detailed in the table below.

SI no	Name of work	Bid security (Rs.)	Cost of bid document
1	2	3	4
1	Consultancy services for preparation of Detailed Project Report and Project Management Consultancy during construction of Administrative annex building at Head Office, Bhubaneswar, Anugul, Sailashree Vihar, Gopalpur and Cuttack.	Rs.1,00,000.00	Rs.11,800/- Rs.10,000+ GST 18%

2. The selection of Consultants shall be through **double cover** (Technical & Financial Bid) evaluation. In the first stage, eligibility of firm will be ascertained on the basis of experience certificate, firm's turn over and equipments available with the firm along with Technical Qualification only of the Consultants. In the second stage, financial proposals will be opened and evaluated only from the Consultants who are technically qualified.
3. Request for proposal (RFP) documents can be obtained from the **Office of the Managing Director, OSCB Ltd, Pandit Jawaharlal Nehru Marg, Bhubaneswar** against a non-refundable fee of Rs 11,800/- in form of Demand Draft in favour of **Managing Director, OSCB Ltd BHUBANESWAR payable at BHUBANESWAR**. An additional cost of Rs.500/- shall be paid in case of request for purchasing the RFP document, through registered post. Managing Director, OSCB LTD or his representatives will not be held responsible for the postal delay, if any in the delivery of the documents or non-receipt of the same.
4. The sale and receipt of the RFP documents shall **start from 12.02.2024 and close on 27.02.2024 at 17.00 hours**. Bids shall be received in all offices where the bids have been notified to be sold.

5. For downloading Tender/ Bid documents from www.odishascb.com on 12/02/2024 to 27/02/2024 up to 17:00 Hrs.
6. Bids must be delivered through Regd/Speed post in the office of the **Managing Director, OSCB Ltd, Pandit Jawaharlal Nehru Marg, Bhubaneswar** having Identification No. RFP 7101 Dt-08.02.2024 of 2023-24. Managing Director, OSCB LTD or his representatives will not be held responsible for the postal delay, damage if any in the delivery of the documents or non-receipt of the same.
7. The proposal must be accompanied by Bid security amount of **Rs.1,00,000 (Rupees One Lakh)** only in form of Demand Draft drawn from a nationalized Bank having Branch at Bhubaneswar in favour of **Managing Director, OSCB Ltd BHUBANESWAR payable at BHUBANESWAR.**
8. The **Technical Bids of RFP** will be opened on 29.02.2024 at **13.00 hours** in the office of the undersigned, in the presence of the Consultants or their authorized representatives who wish to attend. After evaluation of Technical Proposal the qualified consultants shall be intimated regarding the date of opening of the Financial Bid. If the office happens to be closed on the date of receipt/opening of the proposals as specified, the proposals will be received/ opened on the next working day at the same time and interested consultants may obtain further information at the above address.
9. Other details can be seen in the RFP documents.
10. Right to revise or amend the notice and/ or the RFP documents fully or partially, prior to the last date notified for submission or on any subsequent date is reserved by the Managing Director, OSCB LTD, Bhubaneswar. The authority reserves the right to accept or reject any or all proposals without thereby incurring any liability to the affected applicants.


**Managing Director
OSCB Ltd, Bhubaneswar**

DATA SHEET

Sl no	Particulars	Details
1	Name of Client	Managing Director, OSCB Ltd
2	Method of selection	Quality and cost Based Selection Method (QCBS)
3	Proposal Validity	120 days
4	Date of issue of RFP	12.02.2024
5	Last date Received of RFP	27.02.2024 17.00 hours
6	Date of opening of Technical Proposal	29.02.2024 at 13.00 hours
7	Date of Pre-bid Meeting & Place.	19.02.2024 OSCB Head office at 11.00 hours
8	Date of opening of Technical Proposal	29.02.2023 at 13.00 hours
9	Date of opening of Financial proposal	To be intimated later
10	Place of opening of proposal	OSCB Ltd., Head Office Pandit Jawaharlal Marg, Bhubaneswar
11	Expected date of commencement of assignment	To be intimated later
12	Bid document fee (Non-Refundable)	Rs. 11,800/- (Rupees Eleven Thousand Eight Hundred Only) towards Bid Document Fee in shape of demand draft drawn in favour of MD, OSCB Ltd, Bhubaneswar from any Nationalized / Scheduled Bank payable at Bhubaneswar separately for 10000.00 & 1800.00=11800.00 preferably towards cost of tender paper and GST respectively.
13	Bid Security Deposit (EMD) (Refundable)	Rs.1,00,000/- (Rupees One Lakh only) along with tender in the form of Deposit receipt of Nationalized / Scheduled Bank / Kissan Vikash Patra / Post Office Savings Bank Account / National Savings Certificate / Postal Office Time Deposit Account duly pledged in favour of the MD, OSCB LTD And payable at Bhubaneswar
14	Performance Bank Guarantee	3% of the contract value as per circular No. 8952/Fdated.18.03.2021 of Govt. of Odisha in Finance Department & O.M. no.5992 dt.27.4.2021 of Works Department, Odisha.
15	Contact Person	Name: Sri Santanu Kumar Raiguru Designation : A.E.E. Mob - 9437001150 Email : raiguru.osamb@gmail.com Name: Sri Prodyut Samantaray Designation : A.E Mob - 9438675351 Email : pradyutsamantaray2020@gmail.com

SECTION - 2

INFORMATION TO CONSULTANTS

1. BACK GROUND

Odisha State Co-operative Bank Limited seeks the services of a reputed firm for "Construction of Administrative annex building at Head Office in Bhubaneswar, branch office building with staff quarter in Angul town and training center, hostel, staff quarter & Auditorium at Sailashree Vihar, Bhubaneswar". This document provides information to enable the bidders to understand the broad requirements to submit their Proposals.

The work envisages preparation of planning, architectural drawings & structural designing of composite work detailed estimate, rate analysis, specifications etc needs to be taken up for construction of the building. The scope also envisages supervision and monitoring during construction and defect liability period.

Accordingly, the Managing Director, OSCB Ltd, Bhubaneswar has invited Request for proposal for planning and designing as stage 1 and Project Management Consultancy during construction as stage 2.

2. Pre-Qualification Criteria

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

SL no	Eligibility criteria	Supporting Documents
1	The Applicant must be Proprietorship/ Partnership/ Private Ltd/ Company/ Public Ltd.	Letter of incorporation
2	Bidder shall furnish an affirmative statement as to any affiliations with the Client.	Affidavit from the Bidder as per format (Tech – 4)
3	Bidder should have an annual average turnover more than 1 crore during the last 3 years	CA certificate (Tech – 9)
4	Bidder should have experience in preparation of DPR of multi storied building project with built up area of 10,000 sqm	Filled in project details with experience certificate (Tech 10)
5	Bidder should have experience in Project management services of multi storied building project with built up area of 10,000 sqm	Filled in project details with experience certificate (Tech 11)

For the purpose of this RFP, consortium/ JV is not allowed

3. 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 Checklist in Original (Annexure – 1)
- Covering letter (Tech – 1) on bidder's letter head requesting to participate in the selection process
- Bid document Fee and Earnest Money Deposit (EMD) as applicable
- General Details of the Bidder (Tech – 2)
- Power of Attorney (Tech -3) in favour of the person signing the bid on behalf of the bidder
- Undertaking for not having been black-listed by any Central / State Government / Any other autonomous bodies/ International & National Organization in the recent past on the letterhead of the bidder
- Affidavit regarding Conflict of Interest (TECH - 4)
- Comments and Suggestions on the Terms of Reference / Scope of Work and Counterpart
- Staff and Facilities to be provided by the Client (TECH - 5)
- Approach, Methodology & Work Plan to undertake the assignment
- CV of Core Staff as per TOR
- Proposed Work Plan to carry out the assignment
- Details of completed DPR projects of multistoried buildings with experience certificates
- Details of completed Project management projects of multistoried buildings with experience certificates

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 may 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 and indexed. Each page should be numbered and signed by the authorized representative.

4. Bid document fee

The bidder must furnish as part of technical proposal, the required bid Document fee amounting to Rs. 11,800 (Rupees Eleven Thousand Eight Hundred only) non-refundable in shape of demand draft drawn in favour of MD, OSCB Ltd.,

Bhubaneswar from any Nationalized / Scheduled Bank payable at Bhubaneswar separately for 10000/- and 1800/- preferably towards cost of tender paper and GST respectively as prescribed in the RFP failing which the bid will be rejected.

5. **Earnest Money Deposit/Bid Security:**

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) along with tender in the form of Deposit receipt of Nationalized / Scheduled Bank / Kissan Vikash Patra / Post Office Savings Bank Account / National Savings Certificate / Postal Office Time Deposit Account duly pledged in favour of the MD, OSCB Ltd. and payable at Bhubaneswar as prescribed in the RFP failing which the bid will be rejected.

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 agreement. The EMD may 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 is 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.

6. **Validity of the proposal:**

Proposals shall remain valid for a period of 120 (One hundred and twenty) 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.

7. **Pre- Proposal Queries/ Pre-Proposal Meeting:**

Bidders are allowed to submit their queries in respect of the RFP and other details if any to OSCB LTD through email till the timelines mentioned in Data sheet. Clarifications to the above will be clarified through email to the respective bidders for the purpose of preparation of proposal. Pre-proposal meeting will be held as mentioned in Data Sheet. The bidders will have to ensure that their queries for

pre-proposal meeting should reach one days before the pre-proposal meeting to the point of contact.

8. Preparation and Submission of Proposal:

Detail RFP may be downloaded from website and the Application should be submitted through courier/ Registered Post / Speed Post to the office of Managing Director, OSCB Ltd. Bhubaneswar only. The procedure for Tendering is enclosed in this RFP.

- i) The following shall be the form of various documents in the Application:
 - a) Technical Proposal as per format prescribed in Section- 4 of RFP including documents as indicated in Below.
 - b) Financial proposal in the separate envelopes by the Authority for the assignment based on Section – 5 of RFP.
- ii) The Applicant shall hard copies of the Technical Proposal as specified in Clause 7.1(ii)A(a) above submitted before 5:00 PM IST on the Proposal Submission due date as specified in Data Sheet. Financial Proposal as specified in clause 7.1(ii)A(b) is to be submitted through Registered Post / Speed post only & also hard copy is to be submitted.
- iii) It may be noted that the hard copy can be prepared two envelop , one envelop for Technical Proposal and another separate envelop for Financial Proposal, submitted by the Authority in the designated locations.
- iv) 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 out rightly rejected by the Client.
- v) Bids with any conditional offer shall be out rightly rejected.
- vi) All pages of the proposal must have to be sealed and signed by the authorized representative of the bidder.

9. Opening of the Proposal:

- Completed proposal must be submitted on or before the time and date stated in the Data Sheet.
- Opening of Proposals will be done through Technical committee.
- 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.
- 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.

10. Evaluation of the Proposal:

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

- Preliminary Evaluation (1st 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 Document Fee & Earnest Money Deposit (EMD) as applicable.
 - General Details of the Bidder (TECH – 2).
 - Power of Attorney (TECH – 3) in favour of the person signing the bid on behalf of the bidder (as per instruction in pre-qualification section of the RFP)
 - Self-Declaration on Conflict of Interest (TECH - 4).
 - Comments and Suggestions on the Terms of Reference / Scope of Work and Counterpart Staff and Facilities to be provided by the Client (TECH - 5)
 - Approach, Methodology & Work Plan to undertake the assignment (TECH - 6)
 - CV of Core Staff as per TOR (TECH - 7)
 - Proposed Work Plan to carry out the assignment (TECH - 8)
 - Details of completed DPR projects of multi-storeyed buildings (Tech 10) with experience certificates
 - Details of completed Project management projects of multi-storeyed buildings with experience certificates
 - Undertaking for not having been black-listed by any Central / State Government / Any other Autonomous Bodies/ International & National Organization in the recent past.
 - All the pages of the proposal and enclosures / attachments are signed by the authorized representative of the bidder.

Bids not complying with any of the above requirement will be out rightly rejected at the discretion of the Authority.

TECHNICAL EVALUATION (2nd stage)- Technical evaluation will be done only for those applicants who clear the requirements set in the 'Pre-Qualification Criteria'. The Technical eligibility of the candidate shall be assessed based on the following criteria:

Sl. No.	Evaluation Criteria	Maximum Marks
1	Average Annual Turnover of the firm for the last 3 years	10 marks
	Up to 5 crores	2 marks
	5-10 crores	4 marks
	10 – 15 crores	6 marks
	15-20 crores	8 marks
	More than 20 crores	10 marks
2	Approach and Methodology	10 marks
	Approach for DPR	2.5 marks
	Approach for Supervision	2.5 marks
	Construction supervision Technology envisaged	2.5 marks
	Project supervision and Monitoring Methodology	2.5 marks
3	Evaluation of Professional Team	10 marks
	Team Leader	3 marks
	Architect	2 marks
	Senior Structural Engineer	2 marks
	Senior Quantity Engineer	1 marks
	Electrical Engineer	1 marks
	Mechanical engineer	1 marks
4	Experience in Preparation of DPR of building projects	20 marks
	1 no multistoried building project with built up area more than 8,000 sqm	5 marks
	2 no multi-storeyed building project with built up area more than 8,000 sqm or 1 no multi-storeyed building project with built up area more than 15,000 sqm	10 marks
	3 no multi-storeyed building project with built up area more than 8,000 sqm or 1 no multi-storeyed building project with built up area more than 20,000 sqm	15 marks
	4 nos multi-storeyed building project with built up area more than 8,000 sqm or 1 no multi-storeyed building project with built up area more than 25,000 sqm	20 marks
5	Experience in Project Supervision of office building project	20 marks
	1 no multi-storeyed building project with built up area more than 8,000 sqm	5 marks
	2 no multi-storeyed building project with built up area more than 8,000 sqm or 1 no multi-storeyed building project with built up area more than 15,000 sqm	10 marks
	3 no multi-storeyed building project with built up area more than 8,000 sqm or 1 no multi-storeyed building	15 marks

	project with built up area more than 20,000 sqm	
	4 nos multi-storeyed building project with built up area more than 8,000 sqm or 1 no multi-storeyed building project with built up area more than 25,000 sqm	20 marks
6	Power Point Presentation	30 marks
	Presentation on Past experience of DPR Preparation for Multi-storeyed Building	15 marks
	Presentation on Past experience of supervision for Multi-storeyed Buildings.	15 marks

- i. Project experience of Govt./PSU/ Private entity shall be considered. Certificates from state or central government clients/ PSU/ Owners of Private Building etc / shall be considered for evaluation. In case of Private Buildings experience, 60% marks earmarked in Table (4 & 5) shall be considered for evaluation.
- ii. Evaluation criteria for Core Staff is as follows: Educational Qualification – 20%
Minimum Total Experience – 30%
Relevant Sector Experience – 50%
- iii. A Proposal shall be rejected if the Team Leader scores less than 60% (sixty per cent) marks. In case the Selected Applicant has one Core Staff, other than the Team Leader, who scores less than 60% marks, he would have to be replaced during negotiations, with a better candidate who, in the opinion of the Authority, would score 60% (sixty per cent) or above.
- iv. Date, time and venue for Technical Presentation shall be as per Bid Data Sheet.
- v. The highest evaluated Technical Proposal (Th) shall be given maximum Technical Score (St) of 100. The formula for determining the Technical Scores (St) of all other proposals is calculated as following:
$$St = 100 \times T/Th,$$
in which "St" is the Technical Score,
"Th" is the highest Technical Score given,
and "T" is the Technical Score of the proposal under consideration.
- vi. In the first stage, the Technical Proposal will be evaluated based on the applicants Technical Presentation and the experience of Core Staff (as stated above). Only the top 3 scoring bidders of Technical Proposals shall qualify for further consideration and shall be ranked from highest to the lowest based on their technical score (St).

FINANCIAL EVALUATION (3rd Stage): The financial proposals of the bidders qualifying the technical evaluation (2nd 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. The lowest evaluated financial proposal will be given a maximum financial score (Fm) of 100 points. The formula for determining the financial scores of other proposals will be computed as follows:

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

11. Evaluation process:

Proposals shall be ranked according to their combined technical (St) and financial (Sf) scores using the weights 80 % for Technical proposal (T) and 20% for Financial proposal (P) as following:

$$S = S_t \times T + S_f \times P,$$

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.

12. Performance Bank Guarantee:

Within 7 days of notifying the acceptance of a proposal for award of contract, the qualified bidder shall have to furnish a Performance Bank Guarantee amounting to 3% of the contract value from a scheduled commercial bank situated in Bhubaneswar in favour of MD OSCB Ltd as per the format at Annexure-II, for a period of three months beyond the entire contract period (i.e. PBG must be valid from the date of effectiveness of the contract to a period of 45 months beyond the contract period) as its commitment to perform services under the contract. Failure to comply with the terms & conditions of the contract agreement shall constitute sufficient grounds for the forfeiture of the PBG. The PBG shall be released immediately after three months of expiry of contract provided there is no breach of contract on the part of the qualified bidder. No interest shall be paid on the PBG.

13. Contract Negotiation:

Contract negotiation, if required will be held at a date, time and address as intimated to the selected bidder/s. The bidder will, as a pre-requisite for attendance at the negotiations, confirm availability of all the proposed staff for the assignment. Representative conducting negotiations on behalf of the bidder must have written authority to negotiate and conclude a contract. Negotiation will be performed covering technical and financial aspects, if any and availability of proposed professionals etc.

14. 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 48 months from the date of effectiveness of the contract and will be extended on mutual consent.

15. 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.
 - a. 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. 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;
 - b. Corruption including the offer or receipt of an inducement of any kind in relation to obtaining any contract;
 - c. Failure to fulfill any obligations in any jurisdiction relating to the payment of taxes or social security contributions.

16. Language of Proposals:

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

17. 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.

18. Legal Jurisdiction:

All legal disputes are subject to the jurisdiction of civil court of Cuttack/ Bhubaneswar only within Odisha.

19. Governing Law and Penalty clause:

The schedule given for delivery is to be strictly adhered to in view of the strict time schedule. Any unjustified and unacceptable delay in delivery shall render the bidder liable for liquidated damages and thereafter the Client holds the option for cancellation of the contract for pending activities and completes the same from any other agency. The Client may deduct such sum from any money from their hands due or become

due to bidder. The payment or deduction of such sums shall not relieve the bidder from his obligations and liabilities under the contract. The rights and obligations of the Client and the bidder under this contract will be governed by the prevailing laws of Government of India / Government of Odisha. Failure on bidder's part to furnish the deliverables as per the agreed timeline / milestone will enforce a penalty @ 1% per week of subject to maximum of 10% of the total contract value. The amount will be deducted from the subsequent payment. In addition, the PBG amount may also be forfeited. The decision of the authority placing the contract, whether the delay in development has taken place on account of reasons attributed to the bidder shall be final. In such situations, the firm will be debarred from participation in future bids of this department for next five years from the date of this occurrence and notifications.

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. 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 thirty (30) calendar days from the date of approval of replacement. The existing personnel shall continue to be deployed and function as required until such replacement is made available. 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.

22. 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 whatsoever reason.

23. Settlement of Dispute:

Performance of the consultant is governed by the terms and conditions of the contract, in case disputes arise between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 (thirty) days after the receipt. If that party fails to respond within 30 (thirty) days, or the dispute cannot be amicably settled within 60 (sixty) days following the response of that party the following shall be applicable.

- a) In the case of dispute arising, upon or in relation to, or in connection with the contract between AUTHORITY and the Contractor, which has not been settled amicably, any party can refer the dispute for Arbitration under the (Indian) Arbitration and Conciliation Act, 1996(as amended up to date) . Such disputes shall be referred to an Arbitral Tribunal consisting of three arbitrators, one each to be appointed by the AUTHORITY and the Contractor, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach a consensus regarding the appointment of the third arbitrator within a period of 30 (thirty) days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed as per law. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings
- b) The arbitration proceedings shall be held in Bhubaneswar, Odisha and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- c) The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by AUTHORITY and the Contractor. However, the expenses incurred by each party in connection to the preparation, presentation shall be

borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.

24. Disqualification of Proposal:

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

- Proposal submitted without Bid Document 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.

SECTION - 3

TERMS OF REFERENCE

1. Background:

The Odisha State Cooperative Bank (OSCB) is one of the Scheduled State Cooperative Banks incorporated under the Orissa Cooperative Societies Act on 2nd April, 1948. Since its inception, the Bank has been playing a pivotal role in transforming the agrarian economy of the State by catering to the credit requirement of the farm families. The Bank leads the Short Term Cooperative Credit Structure (STCCS) in Odisha comprising 2709 PACS (including 212 LAMPS and 6 FSS) at the grassroots level, 17 District Central Cooperative Banks (with 323 Branches) at the middle tier. The Bank has facilitated enrollment of 53.69 lakh agricultural families from out of about 55 lakh agricultural families in the State covering 97.6% of the families. As a State partnered Bank, the OSCB has been implementing various plans and programmes of the State Government meant for agriculture production and productivity with rural development. The Bank has a network of 14 Branches spread across the State and it has been supporting the Central Cooperative Banks with its 323 Branches to consolidate the Short Term Cooperative Credit Structure.

OSCB intends to take up construction of the following. The approximate project cost is as mentioned. In this endeavour OSCB LTD intends to engage a technically qualified and experienced consultant for preparation of DPR and carrying out project Management Consultancy during construction of the buildings at different places in Odisha..

SI no	Name of building	Approx cost
1	Consultancy services for preparation of Detailed Project Report and construction supervision for construction of Administrative annex building at Head Office at Bhubaneswar, Angul, Sailashree Vihar, Gopalpur, Cuttack and at different places in Odisha.	Rs 55 crores

2. SCOPE OF SERVICES FOR DPR.

The scope of services in this RFP have been divided into five (5) parts:

A. **Preparation of Detailed Project Report**

Planning and Design services, if required for some new projects, the selected bidder may be engaged to conceptualize the project starting from scratch, shall also include Stakeholder

Consultation, preparation of Master Planning, Detail Project Report (DPR), Estimation, Tender preparation, Bid Process Management etc.

The DPR & supervision team will be composed of highly qualified and experienced key experts.

It is necessary that the building be planned to meet the functional requirement, structural adequacies, safety and aesthetics. The requirement of the Employer to be understood and planning to be done incorporating the requirements.

The design principles are as follows:

- Space management should facilitate the users.
- The proposal should conform to the existing land use zoning under the CDP of Local Development Plan Area and applicable building guidelines of Local Development Authority.
- Emphasis shall be given on energy efficiency measures and green building techniques to qualify for certification.
- Maximum utilization of applicable FAR and minimum of Ground Coverage should be practiced.

The following features should be integrated in the building planning:

- GAD (General Arrangement Drawing)
- HVAC (Heating, Ventilation and Air Conditioning)
- Electrical supply
- Water supply
- Solar System
- CCTV System
- Drainage System
- Robust Fire alarm system with fire rescue(As per NBC India)
- Adequate ventilation
- BMS (Building Management System i.e. a computer based control system installed in building that controls and monitors the building's mechanical and electrical equipment such as ventilation, lighting, power system, fire system and security system)
- Necessary electrical arrangements
- Landscaping and paving

- Other necessary systems

The scope of work broadly includes the following:

- Finalization and submission of detail architectural drawings of project and any other allied support facilities and services proposed within the premises.
- Submission of architectural drawings required for facilities
- Submission of Estimates, Structural design and drawings, of all the structures duly vetted by any Indian Institute of Technology/ NIT or National Institute of Repute.
- Submission of design and drawings of all other services like water supply and sanitation works, electrical, Fire Fighting and Alarm System & Air conditioning System, 24 Hours Power Back up System, Elevators etc.
- Submission of design and drawing of all external services like Electrical, Water Supply, Drainage & Sanitation works and landscaping.
- Submission of detail estimate of the buildings including EI & PH work and other related works based on Odisha Schedule of Rates/DSR with analysis for approval of the estimate.
- Submission of BOQ and Bid documents for inviting tenders.
- Supervision of the project by deploying qualified and experienced engineer on daily basis.

I. Preliminary requirements:

- **The selected Consultant** based on QCBS shall take detailed brief of the project from the Client including the control layouts of the structure and other details regarding the important features to be provided in the various facilities to facilitate his work.
- The Consultant shall submit plans, elevations, sectional & perspective views of the selected alternative in all details showing interior layout of each facility on a suitable scale.
- The scope also includes making presentations to Client. The modifications / suggestions made during such presentations shall be incorporated in the final drawings.

- The Consultant may be required to make comprehensive presentations before officials of the Client at various stages to explain the concepts and detailing in order to facilitate approvals of the schemes.

II. Preparation of BOQ, Specifications, Drawings and tender documents.

- **The scope of work shall include detailed structural design of the building and preparation of detailed working construction drawings** for the same. Structural Design will be vetted by any reputed Govt Engineering Colleges.
- The consultant shall prepare detailed bill of quantities covering all items of work to be carried out under various packages, detailed technical specifications and detailed cost estimates for all the tender packages including rate analysis of individual items of work and submit the same to the Corporation, The rate analysis shall be carried out based on Odisha current schedule of rate/DSR/actual market rate survey, and supporting documents of rate analysis shall also be submitted to the corporation. The bill of quantities for various items shall be supported quantity take-off sheets etc.
- Execution drawings to be prepared on any suitable scale. The Consultant shall prepare construction drawings for all items of works in all details in accordance with relevant standard codes of practice and sound engineering to enable individual contractors to complete construction without the need of any further detailing by the contractors.
- The consultant shall plan, design and provide full details of all utility services like water, electricity, sanitation scheme, fire hydrant system required as per the regulations in force. The consultant shall give complete details along with drawings for execution of work.
- Electrification scheme shall cover all HT & LT electrical works, substation, power connection, Switch rooms, site illumination, rising main, power/ lighting distribution up to work table, all requirements related to interior etc.
- Water supply scheme shall cover water connections, underground / semi underground storage tank, pumping arrangement and pipeline connections.
- The scope shall also include planning, designing and preparation of detailed working drawings for site development including **landscaping, surface drainages etc./ Internal roads/ Car / Scooter Parking / Communication System / Lifts / Overhead Water tank etc.**

III. Design Principles:

- Space management should facilitate multi tradesmen.
- The proposal shall conform to existing land use zoning under the CDP of Local Development Plan Area and applicable building guidelines
- Emphasis shall be given on energy efficiency measures and green building techniques to qualify certification
- Maximum utilization of applicable FAR and minimum of ground coverage should be practiced.

IV. Deliverables

- The consultant shall submit the following reports in three copies (hard) and one computer diskette/ CD (softcopy): The Consultants shall supply additional sets of final reports and documents if so required by the Client

Preliminary Project report for which shall mention about the preliminary findings, suggested methodology, cost estimates etc due within two month from the date of issue of work order.

- Detailed Project Report, due upon completion of the Engineering, maximum within 3 months of commencement. Based on comments received from the client, the final report should be submitted within a month of receiving commencement.
 - i. Bidding documents within 1 month on receipt of approval of OSCB on DPR

Prior to submission of any report, the Consultant is required to give a brief presentation to the Technical Committee on the deliverables.

- The DPR documents shall after receiving approval of OSCB LTD. During execution of project the consultant will prepare and submit the following reports in hard and soft copies (Table 1) to the Employer on the format prepared by the consultants and as approved by the Employer.

Particulars of the report	No of copies
• Monthly progress reports	2
• Final completion report with CD	2

V. Payment schedule

The consultant will be paid consultancy fee as a percentage of the contract value as per the schedule below:

•For DPR works

Sl No	Description	Payment(% of total amount)	Completion time
1	On completion of field activities and submission of preliminary report with concepts plans as required by the Bank	20%	30 days from the date of work order
2	On submission of detailed plans, elevation etc. of selected design showing interior layouts of each facility & individual spaces	20%	60 days from the date of work order
3	Incorporation of suggestions, modification etc and submission of revised drawings/schemes and submission of final drawings and DBR	10%	75 days from the date of work order
4	Preparation and submission of drawings/documents as required by various statutory authorities and obtaining all approvals related to construction of building.	10%	90 days from the date of issue of work order
5	Submission of detailed specifications, structural design of components of the building, detailed working drawings, cost estimates with rate analysis, bid documents and specifications for various items like electrical, plumbing and sanitary, firefighting, lifts, exterior façade, HVAC, interior works including furniture, telephone & LAN work, landscaping and horticulture, access control system, building management system and other miscellaneous works.	40%	150 days from the date of issue of work order

B. Project Management Consultancy (PMC) during construction.

- **The Consultants' firm so selected/shall nominate the Team Leader to be the "Engineer's Representative". He will be the overall in-charge of the consultants' firm during preparation of DPR and at site. He will interact with the Project In-charge, as well as with the corporate office on routine basis. The Team Leader shall discharge all the duties and responsibilities of the 'Engineer's Representative'.**
- **The Project Management Consultancy team will be composed of highly qualified and experienced key experts.**
- **The deployment of personnel for PMC during construction period shall be on the basis of size and cost of the project cost as per civil agreement till completion of project.**
- **The consultants are required to develop the project design and drawings. In situation where it is felt essential to make some changes in the design/drawings, the consultant shall undertake the same. Proof checking of the contractors/manufacturer's designs in the case of specialized work will be the responsibility of the supervision consultant.**
- **There are certain positions of key experts like Building Engineer, Quantity Surveyor and Quality Monitor where deployment of suitable personnel is considered essential for successful completion of the project. Consultants are therefore advised to field truly competent and experienced experts at these positions.**
- **The consultant shall depute all the personnel in construction activity at site for a total period of construction of the project as per completion period of civil contract.**
- **Site in charge should be supplemented with experts in the field of Electrical, HVAC and Interior as and when required as per execution schedule. Site engineers should be present at site during working hours including holidays when work is in progress. Consultant to make alternate arrangements for any leave/ holiday for their employee.**
- **Role of Consultant's Engineers will be to check layout of building and various equipments, check dimensions of various components of building, to check quality of work as per approved drawings & QAP, check all quality control records maintained by the contractor, inspection of material brought to site for execution, certify measurement of work in Measurement Book and scrutinise contractor's Bills & maintaining all records as per Clients requirements, attend site meetings with contractor, to give site decisions for execution of work to contractors in writing.**

I. Quality and progress of work

- To keep strict control on the quantities of work executed and while giving decision, the Consultant shall always keep the cost factor paramount in mind, commensurate with the desired quality of work. For all decisions involving additional expenditure or deviations from contract the matter is to be placed before the Client and their approval obtained before giving decisions.
- The Consultant will be required to carry out regular safety audits at site with a view to ensure adoption of safe construction practice by the contractor & take up with them for each case of unsafe construction practice.
The Consultant shall discharge the duties delegated to it by the Engineer in a fair, impartial and efficient manner, consistent with the highest standards of professional integrity and Good Industry Practice.
- The Consultant shall issue all necessary instructions to the contractor in consultation with and as delegated by the Engineer.
- The Consultant shall check and control the work to ensure that it is carried out according to contract agreements.
- The Consultant shall perform the following duties and exercise the authority given to it by the authority in accordance with the provisions of this Agreement, but subject to obtaining prior written approval of the authority before determining:
 - i. Any Time Extension.
 - ii. Any additional cost to be paid by the Authority to the Contractor;
 - iii. Any Change of Scope and
 - iv. The Termination Payment
- The Consultant shall submit regular periodic reports, on Daily, Weekly & Monthly and as directed, to the Engineer in respect of its duties and functions under this Agreement. Monthly reports shall be submitted by the Consultant within 7 (seven) days of the beginning of every month.
- The Consultant shall inform the Contractor, about the responsibilities delegated to it by the Authority.
- The Consultant shall make presentation and apprise the owner for all the projects regarding Scope, Schedule, Cost, Quality, Risk, Resource, Communication, Safety, Procurement, Stakeholder management and Integration of Projects on monthly basis and as & when required by the owner.

- In cases where the Employer's prior approval in accordance with the provisions of relevant clause of the Contractor's Agreement is required, the Consultant shall ensure that such approvals are taken by the contractor.
- The Consultant shall assist and advise the Engineer on any proposal for Change of Scope including verification of design, drawing and estimate.
- During the Construction Period, the Consultant shall review and recommend for approval of the Drawings furnished by the Contractor/ design consultant along with supporting data, including the geo- technical and hydrological investigations, characteristics of materials from borrow areas and quarry sites, topographical surveys, structural design, architectural designs, Landscape, Mechanical Electrical Plumbing Fire (MEPF) designs etc., all relevant drawings and the
- On a daily basis, the concerned key personnel of Consultant shall inspect the Construction Works, as delegated. Following activities need to be undertaken during the visits.
 - Review of construction including progress, quality and safety of construction
 - Inspection of defects and deficiencies in construction works
 - Witnessing quality inspection tests at labs established by Contractor on a sample basis.
- The Consultant shall check 100 (hundred) percent of the quantity or number of tests or as specified/ prescribed for each category or type of test for quality control by the Contractor.
- The timing of tests, and the criteria or acceptance/rejection of their results shall be determined by the Consultant in accordance with the Contractor's Agreement. The tests shall be undertaken on a random sample basis and shall be in addition to regular tests.
- In the event that the Contractor fails to achieve any of the Project Milestones, the Consultant shall undertake a review of the progress of construction and identify potential delays, if any. If the Consultant shall determine that completion of the Project is not feasible within the time specified in the Agreement, it shall require the Contractor to indicate within 15 (fifteen) days the steps proposed to be taken to expedite progress.
- The Consultant shall obtain from the Contractor, on behalf of the Engineer, a copy of all the Contractor's quality control records and documents before the Completion Certificate is issued pursuant to relevant clauses of Contractor's Agreement.
- The Consultant may recommend to the authority for suspension of the whole or part of the Works if the work threatens the safety of the Users, pedestrians or public in general. After the Contractor has carried out remedial measures, the Consultant shall inspect such remedial measures forthwith and make a report to the authority recommending whether or not the suspension hereunder may be revoked.

- If the Contractor carries out any remedial measures to secure the safety of suspended works and users, and requires the Engineer to inspect such works, the Consultant may inspect the suspended works, on behalf of the authority within 3 (three) days of receiving such notice, and make a report to the authority forthwith, recommending whether or not such suspension may be revoked

II. Payments Certification

- The Consultant shall, within 7 (seven) days of receipt of the Stage Payment Statement from the contractor, determine the amount due to the Contractor and prepare on behalf of the Engineer, an Interim Payment Certificate, recommending the release of the amount as per the terms of the Contractor's Agreement.

III. PAYMENT SCHEDULE

For Project Supervision Services:

The duration of the Project Management Consultancy shall be as per the schedule completion period of civil works & payment shall be made to the consultant on monthly basis as per the percentage agreed for the civil project during construction period.

- i. In case the project completion date is delayed due to reasons attributable to the consultant, the consultant shall render the services beyond the stipulated period of civil contract at his own cost.
- ii. In case the project completion date is delayed due to reasons attributable to the contractor, OSCB shall pay the consultancy fees beyond the stipulated period till completion of the project and cost thereof shall be recovered from the contractor .
- iii. In case the project completion date is delayed due to reasons attributable to the authority, the payment of consultancy fees beyond the stipulated period of civil contract shall be borne by the authority till completion of the project.

C. Deployment of Additional Manpower.

- There might be a requirement of engaging additional manpower from various fields during the entire project duration from time to time. Such additional manpower shall be deployed by the Consultant as per requirement and upon confirmation of the authority.
- Services of such additional manpower may be required on a daily / weekly / monthly basis. The professional fees of these personnel, per day / per month basis (as per requirement) shall be guided by rates quoted by the consultant.

- Authority recognizes the additional personnel from various disciplines will be needed to deliver the services as per agreement. An indicative listing of disciplines/functional role that will comprise the Additional Staff is listed in this document. During the term of the Agreement, as the work evolves, some positions may be changed / replaced with new positions. All changes to the Additional Staff will be decided by the Authority in consultation with the Consultant and be part of work orders/ supplementary work orders, to be issued in accordance with the provisions of Agreement.

The Indicative list of additional manpower required.

SL No	Description	Qualification	Man month	Monthly Rate
1	Junior Architect	He should be B. Arch with minimum 5 years of experience in building projects	1	
2	Structural Engineer	He should be a M. Tech in Structural Engineering with minimum 5years of experience in building design projects	1	
3	Survey Engineer	He should be a Diploma in Civil Engineering with 5 years of experience in Total station Survey	1	
4	Material and Geotechnical Engineer	He should be a B. Tech in Civil Engineering with experience in material and geotechnical works of building projects of 5 years	1	
5	Contract Expert	He should be B. Tech in Civil engineering with 5 years' experience in contract handling of building projects	1	
6	Electrical Engineer	He should be a B. Tech in Electrical Engineering with 5 years' experience in MEP works of building projects	1	
7	PH Engineer	He should be a B. Tech in Civil Engineering with 5 years' experience in PH works of building projects	1	
8	Interior and Landscapé Architect	He should be B. Arch with minimum 5 years of experience in building projects	1	
9	Site Engineer	He should be B. Tech.' in civil Engg with minimum 5 years of experience in building Projects .	1	

10	Site Engineer	He should be diploma in civil Engg with minimum 5 years of experience in building projects	1	
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Consultancy team For DPR

- **KEY PROFESSIONAL:**

The following Key Professionals and support staffs are required to be deployed by the consultants during DPR period. All the professionals are required to be stationed at Bhubaneswar. The office for the purpose shall function at their own cost.

Key Personnel	No	Man months	Responsibility
Team Leader B Arch with Council of Architecture, preferably M Arch. Minimum of 15 years progressive experience in all facets of facilities infrastructure projects including planning, design, construction	1	6	He shall be responsible for ensuring Project objectives are met, development of governance plan including but not limited to overall project management, strategy development, project interface, plans, controls and performance. He/She will be the single point of contact for all internal and external stakeholders with respect to the Programme.
Architect B Arch with Registration in Council of Architecture Minimum of 15 years progressive experience in planning, design, construction	1	6	He shall be the architect for the project and prepare the architectural concept plans, architectural drawings and working drawings for execution of the work.
Senior Structural Engineer M. Tech in Civil Engineering Minimum of 10 years in designing of structures	1	6	He shall be in charge of the structural aspects of the project. He shall carry out the design, stability checks and prepare the working drawings with BBS.
Senior Quantity Surveyor B Tech in Civil Engineering Minimum 10 years of experience in preparation of bid documents, estimation and Technical specifications	1	6	He shall be in charge of the estimate, analysis, technical specifications, contract documents for the project.
Electrical Engineer- M. Tech in Electrical Engineering Minimum 15 years of experience in	1	6	He shall be in charge of the design and drawing of the MEP works like electrical, ELV etc.

Key Personnel	No	Man months	Responsibility
preparation of design and drawings of Electrical works in building			
Mechanical Engineer- B. Tech in Mechanical Engineering Minimum 10 years of experience in preparation of design and drawings of Electrical works in building	1	6	He shall be in charge of the design and drawing of the MEP works like , PH, Fire fighting, water supply and sanitation etc.

Core team for Project Management Consultancy During Construction:

Sl no	Designation and eligibility	No	Duration
1	Resident Engineer B. Tech in Civil engineering with 15 years' experience in handling building construction projects Or M. Tech in Cvil Engineering with 12 years of experience in handling building construction projects	1	As per initial schedule of time for completion of the project
2	Quantity Surveyor B. Tech in Civil engineering with 5 years' experience in handling building construction projects	1	As per initial schedule of time for completion of the project
3	Field Engineer (Civil) B. Tech in Civil engineering/ Diploma in Civil Engineering with 5 years' experience in handling building construction projects	2	As per initial schedule of time for completion of the project
4	Field Engineer (MEP) B. Tech in Electrical engineering/ Diploma in electrical Engineering with 5 years' experience in handling building construction projects	2	As per initial schedule of time for completion of the project
5	Contract Expert B. Tech in Civil engineering with 10 years' experience in contract handling of building projects	1	As per initial schedule of time for completion of the project

6	Survey Engineer Diploma in Civil Engineering with 5 years of experience in survey of Building projects	1	6
7	Lab Technician B Sc or Diploma in Civil Engineering with 5 year of experience	1	As per initial schedule of time for completion of the project
8	Other support staff as necessary		

Project Time lines.

The project time frame for Detail project preparation period shall be 6 calendar months from the data of issue of work order, and supervision during construction duration shall be depending the cost of the project and timeline fixed for completion of civil work. The total duration of consultancy service shall be 5 Years (60 months) from the date of commencement of the services. The contract period may be extended with same terms and conditions as per mutual understanding by both the parties.

D. SOIL INVESTIGATION.

- There might be a requirement of Soil Investigation for certain projects by the authority, during the project duration. The consultant shall deploy the Soil investigation Team for the purpose and payment thereof shall be made on RMT basis on completion of Soil investigation and submission of relevant test reports to the authority. Payment shall be considered as per the quoted/ negotiated rate of the Financial Bid.

E. SURVEY.

- There might be a requirement of topographical Survey for certain projects by the authority, during the project duration. The consultant shall deploy the Survey Team for carrying out topographical survey for the area and payment thereof shall be made on acre basis on completion of Survey and submission of relevant Reports & drawings to the authority. Payment shall be considered as per the quoted/ negotiated rate of the Financial Bid.

SECTION – 4

TECHNICAL PROPOSAL SUBMISSION FORMS

TECH -1

COVERING LETTER
(ON BIDDER'S LETTERHEAD)

[Location, Date]

To
The

<Name of the Department>

<Address>

<Address>

<PIN>

Subject: Selection of DPR and Project Management Consultant for Construction of _____
[TECHNICAL PROPOSAL]

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 sealed under a separate envelope. Our proposal will be valid for acceptance up to <Nos.>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,

TECH-2**Bidder's Organisation (General Details)**

Sl. No.	Description	Full Details
1	Name of the Bidder / Consortium	
2	Address for communication: Tel : Fax: Email id :	
3	Name of the authorized person signing & submitting the bid on behalf of the Bidder: Mobile No. : Email id :	
4	Certificate of Incorporation of Firm and Registration of Council of Architecture ,New Delhi Registration No:Date & Year. :	
5	Local office in Odisha If Yes, Please furnish contact details	Yes / No
6	Bid Processing (cost of Bid document)Fee Details Amount : DD No. : Date: Name of the Bank:	
7	EMD Details Amount : TDR No.: Date: Name of the Bank:	
8	PAN Number	
9	Goods and Services Tax Identification Number (GSTIN)	
10	Willing to carry out assignments as per the scope of work of the RFP	YES
11	Willing to accept all the terms and conditions as specified in the RFP	YES

Authorized Signatory [In full and initials]:

Name and Designation with Date and Seal:

TECH - 3
Bidder Organization (Financial Details)

Financial Information in				
INR				
Details	FY- 2020-2021	FY - 2021-2022	FY - 2022-2023	Average
Consulting Turnover (in Lakh)				
<i>Supporting Documents:</i> Audited certified financial statements for the last <Nos> 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, _____ (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 Organizations><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 (List of <Nos> completed assignments only of similar nature in any sector during last<Nos>years).

Sl no.	Period	Name of the Assignment with details thereof	Name of the Client	*Contract Value (in Commencement of INR) and Duration in Month	Date of Award	Date of Completion of assignment	Remarks if any
A	B	C	D	E	F	G	H
1							
2							
3							

Authorized Signatory [In full and initials]:

Name and Designation with Date and Seal:

Note: Bidders are requested to furnish the list limited to <Nos>assignments of similar undertaken during the last <Nos> Financial Years(to be decided accordingly) as per the above prescribed format only. Information not conforming to the above format will be treated as non-responsive. Copies of Work Order along with completion certificate from the previous Clients/ Contract Document along with completion certificate from the previous Clients need to be furnished along with the above information.

- Assignments having Contract Value of \geq Rs. In to consideration. Lakh & Duration of \geq Month only will be taken
- Certificate from the officer not below the rank of S E. will be taken in to consideration.

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 (5). 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 / as a member of any consortium 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 (5).

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 shall 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 shall 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 shall 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. Detail research design including sample design and estimation procedure.
- b. Field Process Protocol control
- c. Suggestive tools for data collection.
- d. Analysis of field data and preparation of reports
- e. Any other issues

D. Staffing and Study Management Plan:

The bidder shall propose and justify the structure and composition of the team and shall 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:

<<The bidder may be asked to submit the required information within a certain number of pages, with font specified>>

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 [Year]	To [Year]
Procuring Entity Name:	
Position Held:	
Details of the Task Assigned [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.]

Name of the Project	
Year	
Location	
Name of the Client	
Project Feature	
Position Held	
Activities Performed	

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:

<<NB: CV write up may be restricted to a certain number of pages with quality information relevant to the key professional requirements. This will be easy in evaluating the resumes for short listing. The CVs needs to be jointly signed by the proposed professional and the authorized representative of the Bidder.>>

TECH – 10

PROPOSED WORKPLAN TO CARRY OUT THE ASSIGNMENT

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

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

PERFORMANCE BANK GUARANTEE FORMAT

The _____ to Government (DDO)
<Name of the Department> Department, Govt. of Odisha
Address

WHEREAS _____

(Name and address of the Consultant) (Here in after called "the Consultant") has undertaken, in pursuance of RFP No _____ dated _____ to undertake the service _____ (Description of services) (Herein after called "the contract").

AND WHEREAS it has been stipulated by (Name of the Client) 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 _____ (a 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 representing 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 _____.

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

**<<ANY OTHER ASSIGNMENT RELATED MATERIAL MAY ALSO BE INCLUDED IN
THE ANNEXURE FOR THE BIDDER>**

SECTION - 5

FINANCIAL PROPOSAL (COVER – II)

Name of the Work: - ***Consultancy services for preparation of Detailed Project Report and Project Management Consultancy during construction of various Infrastructure Building at different places in Odisha of OSCB.***

Sl. No.	Description of Items	To be quoted in Percentage (%) (Excluding GST)
1	Consultancy services for preparation of Detailed Project Report for construction of Office Building at various Places in odisha.	
2	Consultancy services for Project Management Consultancy during construction period. at various Places in odisha.	
3	Deployment of Additional manpower. at various Places in odisha.	
3	Consultancy Services for Making of 150/100mm dia borehole in soil strata, collection of soil samples such as SPT, UDS & DS at different depth of 1.5mt intervals or change in strata & in case of rock strata NX Size BH In Laterite/Soft rock/Rock strata, transportation of samples to laboratory from site & carrying out laboratory test in soil samples such as sieve analysis, Atterberg's limit, specific gravity, swelling index test, field moisture content, bulk density, shear test, Consolidation test, incase of rock core sample UCS Test ,Water absorption, sepecific gravity including calculation of safe bearing capacity and other parameters along with recommendation for type of foundation etc. and submission of report as per IS:1892-1979	
	Up to 10 m	
	Up to 15 m	
	Up to 30 m	
4	Consultancy Services for carrying out Topographical Survey by totalstation, Automatic level & required latest software to the suitable scale. Establishment of Permanent Bench Mark at site including Ground levels at intervals of 5.0 metres with coordinate. Contours are to be drawn at 5.0 m intervals, carrying out cross section of canal/nallah by taking spot levels at 5m interval or less including clearance of jungles and cutting of	

trees etc which are interfering with the survey works and any other field works necessary for the completion of the said item and bringing out the topographical marked with the Ridges/Nallah, Structure, Road, Rail, Hut, House (Pucca/Kachcha) and other feature etc. preparation and submission of all plans (maps), reports, CD/DVD and originals etc all complete as per instructions of the engineer-in-charge.	
0 to 5 Acres	
5 to 10 Acres	
Above 10 acres	

A. For Financial Evaluation.

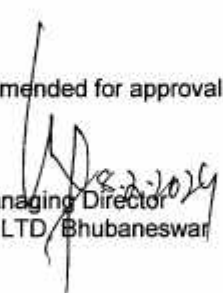
1. Project cost is approximately 55 crores. The percentage quoted by the Bidder shall be converted to the amount as per approximate cost mentioned above for evaluation of Financial Score.
2. Approximate cost for one month of deployment of personnel shall be considered for evaluation of Financial Score.
3. Approximate cost up to 50 mt shall be considered for evaluation of Financial Score.
4. Approximate cost above 10 Acres shall be considered for evaluation of Financial Score.
5. All the cost of above 4 items shall be added together for evaluation of Financial score.

B. Cost of the Project.

1. Cost of the project shall vary as per size & requirement of OBSCB for individual projects during the tenure of contract.
2. The Project Cost for DPR shall be as per estimated cost.
3. The cost for PMC shall be as per agreement value of the project

No. of Corrections:-
 No. of Overwriting:-
 No. of Interpolation:-

Recommended for approval


 Managing Director
 OSCB LTD, Bhubaneswar

BID SUBMISSION CHECK LIST

Annexure – I

Sl. No.	Description	Submitted No. (Yes/No)	Page
TECHNICAL PROPOSAL (ORIGINAL + 1 COPY)			
1	Filled in Bid Submission Check List (ANNEXURE-I)		
2	Covering Letter (TECH -1)		
3	Bid Processing Fee (Cost of Bid Document) of Rs.11,800/- in form to DD		
4	EMD - Rs.1,00,000 /-in shape of in the form of Deposit receipt of Nationalized / Scheduled Bank / Kissan Vikash Patra / Post Office Savings Bank Account / National Savings Certificate / Postal Office Time Deposit Account duly pledged in favour of the MD, OSCB Ltd. and payable at Bhubaneswar		
5	Copy of PAN		
6	Copy of Goods and Services Tax Identification Number (GSTIN)		
7	Copies of IT Returns for the last Three Years (to be decided accordingly)		
8	General Details of the Bidder (TECH - 2)		
9	Financial details of the bidder (TECH - 3) along with all the supportive documents such as copies of Profit - Loss Statement and Balance Sheet for the concerned period		
10	Power of Attorney (TECH - 4) in favour of the person signing the bid on behalf of the bidder.		
11	List of completed assignments of similar nature (Past Experience Details) (TECH - 5) along with the copies of work orders and completion certificates from the employers for the respective assignments		
12	Undertaking for not have been black-listed by any Central / State Govt./any Autonomous bodies during its business career.		
13	Description of Approach, Methodology & Work Plan		
14	CV of Key Professionals		
15	Consortium agreement duly signed by the authorized signatories, shall designate the roles of each partner		
FINANCIAL PROPOSAL (ORIGINAL + 1 COPY)			

Undertaking:

- All the information have been submitted as per the prescribed format and procedure.
- Each part has been separately bound with no loose sheets and each page of all the two parts are pagenumbered along with Index Page.

All pages of the proposal have been sealed and signed by the authorized representative.

STANDARD FORM OF CONTRACT

Contents

- I. Form of Contract
- II. General Conditions of Contract
 1. General Provisions
 2. Commencement, Completion, Modification and Termination of Contract
 3. Obligations of the Consultant
 4. Consultants' Personnel and Sub-Consultants
 5. Obligations of the Employer
 6. Payments to the Consultant
 7. Fairness and Good Faith
 8. Settlement of Disputes
 9. Liquidated Damages
 10. Miscellaneous Provisions
- III. Special Conditions of Contract
- IV. Appendices
 - Appendix A - Description of Services
 - Appendix B - Reporting Requirements
 - Appendix C - Staffing Schedule
 - Appendix D - Cost Estimates in Foreign Currency
 - Appendix E - Duties of the Employ

CONTRACT FOR CONSULTANTS' SERVICES

between

[name of the Client]

MD, OSCB Ltd., Bhubaneswar (Nodal Officer) and

[name of the Consultant]

Dated:

I. Form of Contract

(Text in brackets [] shall be filled up appropriately; all notes shall be deleted in final text)

This **CONTRACT** (hereinafter called the "Contract") is made the [day] day of the month of [month], [year], between the President of India / Governor of Odisha acting through (designation), Ministry of , Department of _ , Government of India, (office address), [name of employer] (hereinafter called the "Employer"), of the First Part and, [name of Consultant] (hereinafter called the "Consultant") of the Second Part.

[Note: If the Consultant consist of more than one entity, the above shall be partially amended to read as follows: "... (hereinafter called the "Employer") and, on the other hand, a joint venture/consortium/association consisting of the following entities, namely, lead consultant [name of lead Consultant] and [name of Consultant/s] (hereinafter called the "Consultant").

WHEREAS

- (a) **the Consultant, having represented to the "Employer" that he has the required professional skills, personnel and technical resources, has offered to provide in response to the Tender Notice dated issued by the Employer ;**
- (b) **the "Employer" has accepted the offer of the Consultant to provide the services on the terms and conditions set forth in this Contract.**

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

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

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

Appendix A: Description of

Services **Appendix B:**

Reporting Requirements

Appendix C: Staffing schedule

Appendix D: Cost Estimates

Appendix E: Duties of the

"Employer" **Appendix F:** Duties

of the Consultant

2. The mutual rights and obligations of the "Employer" and the Consultant shall be as setforth in the Contract, in particular:
 - (a) the Consultants shall carry out and complete the Services in accordance with theprovisions of the Contract; and
 - (b) the "Authority" shall make payments to the Consultant 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.

Signed by ----

For and on behalf of the [name of "Employer"]

**(Witnesses) [Authorized
Representative](ii)**

**In presence of
(Witnesses)(i)**

2. For and on behalf of [name of Consultant]
[Authorized Representative]

[Note: If the Consultant consists of more than one entity, all these entities shall appear assignatories, e.g., in the following manner:]

3. For and on behalf of each of the Members of the Consultant.
[name of member] [Authorized Representative]

4. [Name of member]
[Authorized Representative]

SECTION – 6

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 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 Authority Engineer may be modified depending on the site requirements and work programme of the EPC Contractor after mutual discussions with Authority, the EPC Contractor and the Authority Engineer. 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

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

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, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, 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; and
- (c) 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.

(b) 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 leave 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 up to 33% of key personnel, remuneration shall be reduced by 20% (ii) for total replacement up to between 33% to 50%, remuneration shall be reduced by 25% and (iii) for total replacement up to 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 up to 2 years as considered appropriate.
- (d) 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.

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.

4.6 **Resident Project Manager**

If required by the SC, the Consultants shall ensure that at all times during the Consultants' performance of the Services in the Government's country a resident project manager, acceptable to the Client, shall take charge of the performance of such Services.

5. **Obligations of the Client**

5.1 **Assistance and Exemptions**

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

- (a) provide the 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.

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.

II. Special Conditions of Contract :

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

SC Clause	Ref. of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.	1.5	The addresses are: 1. "Employer" : Attention : Facsimile :
		2, Consultant : Attention : Facsimile :
2.	1.7	{Lead Partner is [insert name of member]} Note: If the Consultant consists of a joint venture/ consortium/ association of more than one entity, the name of the entity whose address is specified in Clause SC 1.6 shall be inserted here. If the Consultant consists only of one entity, this Clause SC 1.8 shall be deleted from the SC.

3.	1.8	The Authorized Representatives are: For the "Employer": For the Consultant:
4.	2.1	{The effectiveness conditions are the following: [insert conditions]} {Note: List here any conditions of effectiveness of the Contract e.g., approved of the Contract by the Employer, "Employer's" approval of Consultant's proposals for appointment of specified key staff members, effectiveness of Employer Loan, receipt by Consultant of advance payment and by "Employer" of advance payment guarantee (see Clause SC 6.4(a)), etc. If there are no effectiveness conditions, delete this Clause SC 2.1 from the SC.
5.	2.2	The time period shall be [insert time period, e.g.: four months].
6.	2.3	The time period shall be [insert time period, e.g.: four months].
7.	2.4	The time period shall be [insert time period, e.g.: twelve months].
8.	3.4	<p>Limitation of the Consultants' Liability towards the "Employer" (Note: Proposals to introduce exclusions/limitations of the Consultants' liability under the Contract shall be carefully scrutinized by Employers/"Employer's. In this regard the parties shall be aware of the Employer's policy on this matter which is as follows:</p> <ol style="list-style-type: none"> 1. If the Parties agree that the Consultants' liability shall simply be governed by the Applicable Laws of India, they shall delete this Clause SC 3.4 from the SC. 2. If the Parties wish to limit or to partially exclude the Consultants' liability to the "Employer", they shall note that, to be acceptable to the Employer, any limitation of the Consultants' liability shall at the very least be reasonably related to (a) the damage the Consultants might potentially cause to the "Employer", and (b) the Consultants' ability to pay compensation using their own assets and reasonably obtainable insurance coverage. The Consultants' liability shall not be limited to less than a multiplier of the total payments to the Consultants under the Contract for remuneration and reimbursable expenses. A statement to the effect that the Consultants are liable only for the re-performance of faulty Services is not acceptable to the Employer. Also, the Consultants' liability shall never be limited for loss or damage caused by the Consultants' gross negligence or wilful misconduct.

9.	3.5	<p>The risks and the insurance coverage shall be as follows: (Note : Delete/modify whichever is not applicable)</p> <p>(a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Government's country by the Consultant or its Personnel or any Sub-Consultants or their Personnel, with a minimum coverage of [insert amount and currency];</p> <p>(b) Third Party liability insurance, with a minimum coverage of [insert amount and currency];</p> <p>(c) Professional liability insurance to cover the employer against any loss suffered by the employer due to the professional service provided by the Consultant, with a minimum coverage of [insert amount and currency];</p> <p>(d) Workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultants, in accordance with the relevant provisions of the Applicable Laws of India, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(e) Insurance against loss of or damage to</p> <p>(i) equipment purchased in whole or in part with funds provided under this Contract,</p> <p>(ii) the Consultant's property used in the performance of the Services, and</p> <p>(iii) any documents prepared by the Consultant in the performance of the Services, by theft, fire or any natural calamity.</p> <p>Note: If there are no other actions, delete this Clause SC 3.6. If the Services consist of, the following action shall be inserted: {taking any action under a civil works contract designating the Consultant as "Engineer", for which action, pursuant to such civil works contract, the written approval of the "Employer" as "Employer" is required.}</p>
10.	4.6	<p>{The person designated as resident project manager in Appendix C shall serve in that capacity, as specified in Clause GC 4.6.}</p> <p>Note: If there is no such manager, delete this Clause SC 4.6.</p>
11.	{5.1}	<p>Note: List here any changes or additions to Clause GC 5.1. If there are no such changes or additions, delete this Clause SC 5.1.</p>
12.	6.1(b)	<p>The ceiling in local currency is: [insert amount and currency]</p>
13.	6.3	<p>[Delete whichever is not applicable]</p>

1. For lump-sum contracts payment will be made based on milestones indicated for each activity as below:

Activity 1:

Sr. No.	Milestone (Deliverables)	Time period for submission	Payment (as % of the total service cost)
1.			
2.			
3.			
4.			
Total			

Activity 2:

Sr. No.	Milestone (Deliverable)	Time period for submission	Payment (as % of the total service cost)
1.			
2.			
3.			
4.			

OR

2. For time based contracts remuneration will be paid on monthly basis.

14	8.3	The Arbitration proceedings shall take place in (indicate name of the city) in India.
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Binding signature of Employer Signed by _____ (for and on behalf of the President of India)

Binding signature of Contractor Signed by _____ (for and on behalf of _____ duly authorized vide Resolution No. _____ dated _____ of the Board of Directors of _____)

In the presence of
(Witnesses)

1.

2.

SECTION – 7

PROCEDURE UNDER TENDER

The procedure for submission of the proposal is described below:

i) **Technical Proposal (Original + 1 Copy):**

The envelope containing technical proposal shall be sealed and superscripted as **"Consultancy services for preparation of Detailed Project Report and Project Management Consultancy during construction of Various Infrastructure Buildings at Bhubaneswar, Anugul & other places in Odisha."** 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 are to be furnished as part of technical proposal.

ii) **Financial Proposal (Original + 1 Copy):**

The envelope containing financial proposal shall be sealed and superscripted as **"Financial Proposal- Consultancy services for preparation of Detailed Project Report and Project Management Consultancy during construction of Various Infrastructure Buildings at Bhubaneswar, Anugul & other places in Odisha."**

The duly filled-in financial proposal submission forms shall contain the detail price offer for the proposed assignment and to be furnished as per the prescribed format only along with soft copy in pdf form in CD as part of financial proposal.

The "Technical Proposal" and "Financial Proposal" must have to be submitted in two separate sealed envelopes (with respective marking in bold letters) along with the prescribed formats/information mentioned in the RFP Document. The first envelope must be marked as **TECHNICAL PROPOSAL (Consultancy services for preparation of Detailed Project Report and Project Management Consultancy during construction of Various Infrastructure Buildings at Bhubaneswar, Anugul & other places in Odisha.**

The second envelope must be marked as **FINANCIAL PROPOSAL (Consultancy services for preparation of Detailed Project Report and Project Management Consultancy during construction of Various Infrastructure Buildings at Bhubaneswar, Anugul & other places in Odisha.)"** and it shall contain Financial Proposal only. Both the above envelopes have to be sealed and placed inside a third main envelope 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.