

REQUEST FOR PROPOSAL

Selection of Authority Engineer for Supervision and Monitoring for “*Integrated Development of Mahanadi Waterfront*” at *Cuttack, Odisha.*



Cuttack Development Authority
Arunodaya Bhawan, Link Road, Cuttack – 753012

Bid Identification No: 2026_CDACU_133963

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 Cuttack Development Authority ("CDA") 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 CDA to 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 CDA 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 CDA, 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 CDA accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The CDA, 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 CDA 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 CDA 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 CDA is bound to select a Bidder or to appoint the selected Consultant, as the case maybe, to provide the Services and the CDA

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 CDA 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 CDA 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.

BID DATA SHEET

Sl. No.	Particulars	Details
1.	Name of the Authority	Cuttack Development Authority (CDA)
2.	Method of Selection	Quality cum Cost Based Selection (QCBS)
3.	Proposal Validity	120 Days
4.	Duration of the assignment	24 months
5.	Date of Issue of RFP	03/07/2026 at 6:00 PM
6.	Deadline for Submission of Pre-Proposal / Pre-Bid Queries	13/07/2026 upto 3:00 PM
7.	Pre-bid meeting (Offline mode)	15/07/2026 at 03.30 PM at CDA Conference Hall
8.	Issue of Pre-bid Clarifications	17/07/2026
9.	Bid Start Date	03/07/2026 at 6:00 PM
10.	Proposal Due Date	24/07/2026 at 5:00 PM.
11.	Date of opening of Technical Proposal	27/07/2026 at 12:30 PM
12.	Date of opening of Financial Proposal	To be intimated later
13.	Expected Date of Issue of LOA	To be intimated later
14.	Bid Processing Fee (Non- Refundable)	Rs. 11,800/- (Rupees Eleven Thousand Eight Hundred Only) (including GST) through online mode of E Procurement Portal
15.	Earnest Money Deposit (EMD) (Refundable)	Rs. 10,00,000/- (Rupees Ten Lakhs only) through offline mode and same has been upload in E-Procurement Portal
16.	Project Cost	INR 4,23,00,000* (Estimated Contract Value) <i>* The Maximum fee payable for Providing Domain Experts Authority Engineer in Integrated Development of Mahanadi Waterfront and carry out activities as per the ToR shall be limited to Rs. 4.23 Crs (Included GST as applicable) (i.e Estimated Budget).</i> Bidders offering higher than the upper limit shall be rejected.
17.	Performance Bank Guarantee (PBG)	5 (Five) % of the Contract price (As Bank Guarantee from any scheduled commercial bank/nationalized bank in the name of Cuttack Development Authority, Cuttack)
18.	Contact Person	Executive Engineer, Cuttack Development Authority Email: cda.cuttack@nic.in
19.	Place of Opening of Proposal:	Conference Hall of Cuttack Development Authority, Arunodaya Bhawan, Link Road, Cuttack- 753012
20.	Address for submission of Hard Copy	Vice Chairman, Cuttack Development Authority, Arunodaya Bhawan, Link Road, Cuttack- 753012

RFP can be downloaded from : www.tendersodisha.gov.in
 Note: This is to inform that the ECP contractor is yet to be finalized.

SECTION: 1

LETTER OF INVITATION

LETTER OF INVITATION

Name of the Assignment: Selection of Authority Engineer for Mahanadi Waterfront Development, Cuttack

1. The Vice Chairman, CDA (the “**Authority/CDA/Client**”), now invites reputed agencies, for providing Authority Engineer services for the project “**Integrated Development of Mahanadi Waterfront at Cuttack, Odisha on EPC Contract with Comprehensive Operation and Maintenance for Five Years.**”
2. A bidder will be selected under QCBS procedure as prescribed in the RFP Document in accordance with this RFP.
3. The proposal must be submitted online only. In online mode, the electronic files are to be uploaded on the tender Portal www.tendersodisha.gov.in.
4. Evaluation of the proposals shall be made as per the evaluation criteria mentioned in the RFP prior to opening of financial proposal.
5. The two parts of the Proposal (Technical proposal and Financial proposal) must be submitted on-line with all pages numbered serially, along with an index of submission. The Financial Proposal has to be submitted online only. Submission in any other form shall not be acceptable. In the event, any of the instructions mentioned herein have not been adhered to, the CDA may reject the Proposal.
6. The proposal, complete in all respect as specified in the RFP Document, must be accompanied with a **non-refundable** amount of **Rs. 11,800 /-** (Rupees Eleven Thousand Eight Hundred Only) (including GST) towards **Bid Processing Fee** and a refundable amount of **Rs. 10,00,000/-** (Rupees Ten Lakh Only) towards **Earnest Money Deposit (EMD)** as prescribed in the RFP failing which the bid will be rejected.
7. This is an e-tendering process by Government of Odisha in CDA. The proposal must be submitted online only. In online mode, the electronic files are to be uploaded on the tender Portal www.tendersodisha.gov.in. The Client shall not be responsible for delay or any consequence. It is mandatory to submit the proposal in online mode only.
8. The Agencies must possess compatible Digital Signature Certificate (DSC) of Class-II or Class-III. The online bidding procedure is indicated in the Section-8 of the RFP document.
9. The proposals will not be accepted physically, as the applicant has to submit their proposal through on- line mode within the stipulated date and time as mentioned in the RFP.
10. The schedule (date and time) of the bidding process is mentioned in the bid data sheet
11. This RFP includes following sections:
 - a) Letter of Invitation [**Section – 1**]

- b) Instruction to the Bidder [**Section – 2**]
 - c) Terms of Reference [**Section – 3**]
 - d) Technical Proposal Submission Forms [**Section – 4**]
 - e) Financial Proposal Submission Forms [**Section –5**]
 - f) Bid Submission Checklist [**Section –6**]
 - g) Standard Form of Contract [**Section –7**]
 - h) Procedure under E-Tendering [**Section –8**]
- 12.** While all information/data given in the RFP are accurate within the consideration of scope of the proposed assignment to the best of the CDA's knowledge, the CDA holds no responsibility for accuracy of information, and it is the responsibility of the bidder to check the validity of information/data included in this RFP. The CDA reserves the right to accept / reject any / all proposals / cancel the entire selection process at any stage without assigning any reason thereof.

Sd/-
Vice Chairman
Cuttack Development Authority

SECTION: 2
INSTRUCTION TO BIDDERS

1. **Pre-Qualification Criteria:**

Before 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 supportive documents / information as part of their technical proposal failing which the proposals will be rejected.

Please note - For the purpose of this RFP, consortium / JV is not allowed.

Sr. No	Criteria	Documentary Evidence
1	Bidder must be a Company as registered under Indian Companies Act, 1956/2013 or a Partnership Firm registered under the relevant act / laws or a Limited Liability Partnership registered under relevant act / laws.	<p>If the Bidder is a Company</p> <ul style="list-style-type: none"> • Copy of Certificate of Incorporation <p>If the Bidder is an LLP</p> <ul style="list-style-type: none"> • Copy of LLP Registration Certificate <p>If the Bidder is a Partnership Firm</p> <ul style="list-style-type: none"> • Copy of Partnership Registration Certificate <p>All Bidders must submit the following –</p> <ul style="list-style-type: none"> • Copy of GST Registration • Copy of PAN Card • Copy of Income Tax Returns for FY 2024-25
2	The bidder should have been in business of Authority Engineer Consultancy / Project Management Consultancy Services for infrastructure / construction projects for more than 7 (Seven) years till the proposal due date.	TECH-5
3	Bidder must have successfully completed at least Three (3) assignments of similar nature* like (PDMC / PMC / Authority Engineer / Independent Engineer) having contract value of ≥ INR 2.5 Crore each or 2 (two) assignment of similar nature total contract value of INR 3.0 Crore or 1(One) assignment of similar nature total contract value of INR 3.5 Crore ** , in the infrastructure / construction sector under Central / State Govt. / Externally Aided Projects / Autonomous bodies operated under Govt. administrative control / International and National Organization / Private Organization during the last 7	<p>TECH -5,</p> <p>Copies of Work Order/ Contract Document along with Completion Certificate/ Letter of Completion from the previous Clients with mentioning the project cost.</p> <p>The certificate by not below the rank of the Executive Engineer or Equivalent or</p>

	<p>(seven) years as on the bid due date.</p> <p>However, the consultant's scope of work in the work order /contract agreement shall match with similar work criteria as defined in the RFP.</p> <p>*Similar works refers to Authority Engineer Consultancy/Consultancy Services for Authority Engineer/ Independent Engineer Services/ Supervision Consultancy Services/Project Management Consultancy Services (including but not limited to project supervision, planning, design etc.) for projects related to the construction of Airports Terminal, roads, buildings, multi-level car parking, sport infrastructure, Urban Infrastructure, River Front Development as individual or combined projects.</p> <p>**Please note that project value refers to the total value of project including works and not the consultancy fee. Also, project cost can contain costs of multiple projects/project components, but all such projects must have been executed under a single contract/agreement.</p>	<p>Employer in case of Govt / Semi Govt.</p> <p>Authorities and General Manager in case of Public sector Undertaking</p> <p>For private sector project TDS certificate shall be submitted.</p>
4	<p>The average financial turnover must be at least INR 25 Crore from consulting / advisory business only during the last 3 (three) financial years (FY 2022-23, FY 2023-24, FY 2024-25).</p>	<p>Financial Details of the bidder (TECH - 3) along with copies of the audited balance sheet and Income & Expenditure statement duly sealed and certified by the CA (highlighting the turnover from consulting / advisory business) and the authorized representative of the bidder.</p>
5	<p>Bidder shall furnish an affirmative statement as to the existence of any potential conflict of interest on the part of the bidder due to prior, current, or proposed agreements, engagements, or affiliations with the Client.</p>	<p>Affidavit from the Bidder as per the format (TECH - 6)</p>
6	<p>The bidders shall submit a Power of Attorney in favour of the bidder's representative.</p>	<p>Copy of Power of Attorney (TECH-4)</p>
7	<p>The Bidder /Agency must have at least 50 (Fifty) Professional in their payroll as full time/Contractual employee as on 31.03.2026.</p>	<p>Self-Declaration by the Director / Owner of the Bidder numbers of professional employed in roll of company (Separate sheet in (TECH - 10)).</p>

***Similar Assignments** means Authority Engineer should perform Consultancy/Consultancy Services for Authority Engineer/ Independent Engineer Services/ Supervision Consultancy Services/Project Management Consultancy Services (including but not limited to project supervision, planning, design etc.) for projects related to the construction of Airports Terminal, roads, buildings, multi-level car parking, sport infrastructure, Urban Infrastructure, River Front Development as individual or combined projects.

*** Please note that **project value** refers to the total value of project (excluding land cost & taxes) including works and not the consultancy fee. Also, project cost can contain costs of multiple projects / project components, but all such projects must have been executed under a single contract / agreement.*

2. Documents / Formats need to be submitted along with TECHNICAL

PROPOSAL:

The bidders must furnish the following documents duly signed in along with their Technical Proposal:

- Filled in Bid Submission Check List in Original (**Annexure-I**)
- Bid Processing Fee & Bid Security (EMD), as applicable (**The Original hard copy of the document needs to submit the Authority address on or before the Proposal Due Date**)
- Covering letter (**TECH- 1**) on bidder's letterhead requesting to participate in the selection process.
- General Details of the Bidder (**TECH – 2**)
- Financial Details of the bidder (**TECH – 3**) along with all the supportive documents as applicable duly signed as per the instruction.
- Power of Attorney (**TECH – 4**) in favor of the person signing the bid on behalf of the bidder. (**The Original hard copy of the document needs to submit the Authority address on or before the Proposal Due Date**)
- Relevant Past Experience of Bidder (**TECH-5**)
- Affidavit regarding Conflict of Interest (**TECH - 6**)
- Work Plan to undertake the assignment (**TECH - 7**)
- CV of all Key Personnel (mentioned in Section-3) as per TOR (**TECH - 8**)
- Undertaking for not having been blacklisted by any Central / State Government / Any other autonomous bodies/ International & National Organization/ Private Organization during last 5 years from bid submission due date (**TECH-9**). (**On Stamp Paper**)
- Declaration of No involvement in any legal conflicts or any pending legal issues with the CDA / tender inviting authority during last 3 years from bid submission due date. (**on the letterhead of the bidder**)
- Bidder having numbers of professionals employed in roll of company- **TECH 10**

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. 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. Submission of forged documents/ false information will also result in rejection of the bid. Even after award of contract if misrepresentation of facts are found, it will lead to cancellation of contract and blacklisting of the bidder.

3. Bid Processing Fee:

The bidder must furnish as part of technical proposal, the required bid processing fee amounting to **Rs. 11,800/- (Rupees Eleven Thousand Eight Hundred only)** through) online mode of E Procurement portal of Odisha as prescribed in the RFP failing which the bid will be rejected.

4. Earnest Money Deposit:

The bidder must furnish as part of technical proposal, an Earnest Money Deposit (EMD) amounting to **INR 10,00,000/- (Rupees Ten Lakhs Only)** offline mode of E Procurement portal of Odisha. **The Hard copy of the EMD need to submitted in the “Office of Vice Chairman”, Cuttack Development Authority, Cuttack** before opening of the Technical Proposal.

In case successful bidder is announced, EMD of all unsuccessful bidders shall be returned within thirty (30) days of selection of Bidder, while the EMD of the successful bidder shall continue to be effective until the successful bidder furnishes the Performance Bank Guarantee (as per the provisions of this RFP).

5. 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 CDA 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.

6. Pre -Proposal Queries / Pre-Proposal Meeting:

Bidders are allowed to submit their queries in respect of the RFP and other details if any to **CDA** through e-mail at cda.cuttack@nic.in till the timeline as per Bidder Data Sheet. Clarifications to the above will be uploaded on the e-procurement portal of Government of Odisha www.tendersodisha.gov.in for the purpose of preparation of proposal.

7. Preparation and Submission of Proposal:

(i) Detail RFP may be downloaded from www.tendersodisha.gov.in and the Application should be submitted online only. The procedure for E-Tendering is enclosed in this RFP at Section 8.

(ii) The following shall be the form of various documents in the Application:

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

(a) Technical proposal as per format prescribed in SECTION-4 of RFP including documents as indicated in Clause 2 of this SECTION.

(b) Financial proposal in the excel document template uploaded by the Authority for the assignment based on SECTION-5 of RFP.

(iii) The Applicant shall upload scanned copies of the Technical Proposal as specified in Clause7(ii)A(a) above on the Tender Portal before the Proposal Submission due date as specified in Data Sheet. Financial Proposal as specified in Clause7(ii)A(b) is to be submitted

online only & no hard copy is to be submitted.

- (iv) It may be noted that the scanned copies are to be uploaded in PDF file format for Technical Proposal and in excel file format for Financial Proposal, uploaded by the Authority in the designated locations.
- (v) Each page of the two parts should be page numbered and in conformation to the eligibility qualifications and clearly indicated using an index page. The CDA will not consider any proposal that arrives after the deadline as prescribed in the Bidder Data Sheet. Any Proposal received after the deadline will be outrightly rejected by the CDA.

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 outrightly rejected. All pages of the proposal must be sealed and signed by the authorized representative of the bidder. Any conditional bids will be rejected.

8. Opening of the proposal:

- (i) Completed proposal must be submitted on or before the time and date stated in the Data Sheet.
- (ii) Opening of Proposals will be done through online.
- (iii) For participating in the tender, the authorized signatory holding Power of Attorney shall be the Digital Signatory. In case the authorized signatory holding Power of Attorney and Digital Signatory are not the same, the bid shall be considered non- responsive.
- (iv) The Financial Proposal as specified in 7(ii)A(b) 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.

9. Evaluation of Proposal:

A 3 (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 complies with the prescribed eligibility condition and the requisite documents / information have been properly furnished by the bidder or not. Submission of the following documents / information will be verified:

- a) Filled in Bid Submission Check List in Original (**Annexure-I**)
- b) Bid Processing Fee & Bid Security (EMD), as applicable.
- c) Covering letter (**TECH- 1**) on bidder's letterhead requesting to participate in the selection process.
- d) General Details of the Bidder (**TECH - 2**)
- e) Financial Details of the bidder (**TECH - 3**) along with all the supportive documents as applicable duly signed as per the instruction
- f) Power of Attorney (**TECH - 4**) in favour of the person signing the bid on behalf of the bidder.
- g) Relevant Past Experience of Bidder (**TECH-5**)

- h) Affidavit regarding Conflict of Interest **(TECH - 6)**
- i) Work Plan to undertake the assignment **(TECH -7)**
- j) CV of Key Personnel as per TOR **(TECH - 8)**
- k) Undertaking for not having been black-listed by any Central / State Government / Any other autonomous bodies/ International & National Organization/ Private Organization during last 5 years preceding the bid submission due date. **(on Stamp Paper) (TECH-9)**
- l) Declaration of No involvement in any legal conflicts or any pending legal issues with the CDA/ tender inviting authority during last 3 years preceding the bid submission due date. **(on the letterhead of the bidder)**
- m) Bidder having numbers of professional employed in roll of company- **TECH 10**
- n) All the pages with page nos. of the proposal and enclosures / attachments are signed by the authorized representative of the bidder.

*** Bids not complying with any of the above requirements will be outrightly rejected at the discretion of the CDA.**

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 bidder shall be assessed based on the following criteria:

Sr. No	Description	Maximum Marks
1	Specific Experience of the consultant relevant to the assignment	30
1.1	The bidder should have a minimum annual average turnover (from consulting / advisory business) of at least INR 25 Crores in the last 3 (three) Financial Years (FY 2022-23, FY 2023-24, FY 2024-25) Average Annual Turnover between <ul style="list-style-type: none"> • INR 25 Crore – 5 Marks • More than INR 25 Crore Up to INR 50 Cr – 7 Mark • More than 50Cr -10 Mark 	10
1.2	Bidder must have successfully completed at least Three (3) assignments of similar nature* like (PDMC / PMC / Authority Engineer / Independent Engineer) having contract value of ≥ INR 2.5 Crore each or 2 (two) assignment of similar nature contract value of INR 3.0 Crore each or 1(One) assignment of similar nature total contract value of INR 3.5 Crore ** , in the infrastructure / construction sector under Central / State Govt. / Externally Aided Projects / Autonomous bodies operated under Govt. administrative control / International and National Organization / Private Organization during the last 7 (seven) years as on the bid due date. The assignment referred as above must be in single consultant's contract. However, the consultant's scope of work in the work order /contract agreement shall match with similar work criteria as	20

	<p>defined in the RFP.</p> <p>For definition of 'project of similar nature' and 'project cost', Please refer to Eligible Criteria point 3</p> <p>Project consider as follows:</p> <p>Experience in Consulting assignments (Maximum 5 best projects) in last 7 years up to 31st March 2026.</p> <p>For each project 4 marks subjected to maximum 20 marks</p>	
2	Evaluation of Key Personnel (Supervision) and Planning Services	40
2.1	Key Personnel for Design Supervision (16 Nos)	
2.1.1	Team Leader cum Project Management Expert	
2.1.2	Deputy Team Leader	
2.1.3	Senior Architect	
2.1.4	Environment Planner (ESG)	
2.1.5	Civil Engineer	
2.1.6	Senior Electrical Engineer	
2.1.7	HVAC Expert	
2.1.9	Senior Quality Control/ Assurance Expert	
2.1.10	MEP Expert	
2.1.11	Quantity Surveyor	
2.1.12	HSE (Health-Safety-Environment) Expert	
2.1.14	Horticulture Landscape/Designer/ Planner	
2.1.15	Sustainable expert	
3	Technical Presentation - Adequacy of the proposed 'Approach & Methodology' and 'Work Plan' in response to the TOR	30
3.1	Work Plan	5
3.2	Understanding of the project	5
3.3	Approach & Methodology	10
3.4	Previous experience & learning from similar projects (please refer eligible Criteria point 3)	5
3.5	Value Addition in Integrated Development of Mahanadi Waterfront at Cuttack, Odisha	5
Total Marks		100

Notes:

(i). Only professional experience gained after the minimum required educational qualification will be considered for evaluation

(ii). Evaluation criteria for Key Experts is as follows:

Each Key Expert shall be evaluated on a scale of Maximum marks as per the detailed criteria

provided below.

Proposed Key professional (nos.)	Educational Qualification	Experience in eligible assignment	Maximum Marks
<p>Team Leader cum Project Management Expert -01 nos.</p> <p>Duration: 24 months (as per requirement of the client)</p>	<p>Post Graduate degree in Civil Engineering/ Masters in Urban Planning / M.Plan</p>	<p>Minimum 15 years of professional experience in planning, design management, project management, contract management, construction supervision and implementation of urban and infrastructure development projects.</p> <p>The expert shall have at least 3 years of experience in a leadership role as Team Leader/Project Manager under Programme Management Consultancy (PMC), Project Management Consultancy (PMC), Authority Engineer, Independent Engineer, or Supervision Consultancy assignments.</p> <p>Similar works shall include Riverfront Development, Waterfront Development, Urban Public Realm Development, Landscape Infrastructure, Tourism Infrastructure, Integrated Urban Infrastructure Projects, and other major urban development projects involving multi-disciplinary planning, engineering, landscape, public space, and infrastructure components.</p>	<p>6</p>
<p>Deputy Team Leader - 01 nos.</p> <p>Duration: 24 months</p>	<p>Bachelor's in Civil Engineering Post Graduate Diploma in Construction / Project Management /MBA/ M Tech / Construction Management</p>	<p>At least 10 -years of Professional experience in the construction / infrastructure sector.</p>	<p>4</p>
<p>Senior Architect-01 nos.</p> <p>Duration: 24 months</p>	<p>Graduate in Architecture and Master's in planning / architecture Must be registered with Council of Architecture</p>	<p>At least 10 years of professional experience in projects like infrastructure, area development master planning, multi-storied buildings, MLCPs, Malls, Sports infrastructure etc.</p>	<p>4</p>

Environment Planner (ESG) -01 nos. Duration: 24 months	Master's or equivalent in engineering, environmental management, environmental sciences or relevant field	At least 10 years of relevant experience in working with private sector firms across industry sectors to identify Environmental/social risk and issues and develop mitigation measures to ensure compliance with good international industry practice.	4
Civil Engineer-03 nos. Duration: 24 months	Graduate in Civil Engineering	At least 7 years of Professional experience	4
Electrical Engineer-02 nos. Duration: 24 months	Graduate in Electrical Engineering	At least 7 years of Professional experience in relevant area of expertise in at least 2 relevant projects such as electrical equipment, plants, utilities etc.	2
Senior Quality Control/ Assurance Expert-01 nos. Duration: 24 months	Graduate in Civil/Mechanical with appropriate certification	At least 7 years of Professional experience of managing QA/QC in large infrastructure project in buildings, Airports, stadium etc	2
MEP Expert-01 nos. Duration: 24 months	B.E/ B.Tech in Civil/Mechanical Engineering	At least 7 years of experience in MEP design, installation and project management in construction. Proficiency in MEP design and coordination, experience with BIM (Building information Modelling) software etc.	2
Quantity Surveyor-01 nos. Duration: 24 months	Degree in Civil engineering having working knowledge of CAD	At least 7 years' experience in quantity surveying, preparation of BOQ, variations, change of scope etc. Knowledge of modern and digital survey equipment. Working knowledge of CAD	4
HSE (Health-Safety-Environment) Expert-01 nos. Duration: 24 months	Graduate in Civil/Mechanical Engineering and must have certification of NEBOSH	At least 7 years of Professional experience in construction safety in large infrastructure project	2
Horticulture Landscape/Designer/Planner-02nos. Duration: 24 months	B. Arch with Masters in Architecture/ Landscape / Urban Design / Habitat design	At least 8 years of Professional experience	3
Sustainable expert -01 nos. Duration: 24 months	B. Arch with M. Arch/Landscape/ Environment engineer OR B.E with environment	At least 8 years of Professional experience	3

	with M. Plan environment		
Total Marks			40

**Detailed Scoring Matrix of Key Professional of 16 Nos in the Execution period
(TOTAL = 40 MARKS)**

1. Team Leader cum Project Management Expert (6 Marks)

Criteria	Marks
Educational Qualification (PG in Civil / Planning)	1
Total Professional Experience (15+ years)	1.5
Relevant Planning Experience (Master/Urban/Regional Plans)	1.5
Leadership Experience (Team Leader/PM ≥3 years)	1.5
Experience in Similar Infrastructure Projects	0.5
Total	6

2. Deputy Team Leader (4 Marks)

Criteria	Marks
Educational Qualification (Degree + PG Diploma / MBA / M.Tech)	1
Total Professional Experience (10+ yrs)	1.5
Experience in Infrastructure / Construction Sector	1
Project Management Exposure	0.5
Total	4

3. Senior Architect (4 Marks)

Criteria	Marks
Educational Qualification + Council of Architecture Registration	1
Total Experience (10+ yrs)	1
Experience in Similar Projects (MLCP, Malls, Infra, etc.)	1.5
Master Planning / Area Development Projects	0.5

Total	4
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4. Environment Planner (ESG) (4 Marks)

Criteria	Marks
Relevant Postgraduate Qualification	1
Total Experience (10+ yrs)	1
ESG / Environmental & Social Risk Experience	1.5
Compliance with International Practices / Mitigation Expertise	0.5
Total	4

5. Civil Engineers (3 Nos. – 4 Marks Total - 1.33 Each)

Per Civil Engineer (1.33 Marks Each)

Criteria	Marks
Educational Qualification	0.3
Total Experience (7+ yrs)	0.5
Relevant Construction Experience	0.5
Exposure to Similar Infrastructure Works	0.03
Total per person	1.33

6. Electrical Engineers (2 Nos. – 2 Marks Total - 1.00 Each) Per Electrical Engineer (1.00 Mark Each)

Criteria	Marks
Educational Qualification	0.25
Total Experience (7+ yrs)	0.35
Relevant Project Experience (Electrical Works)	0.4
Total per person	1

7. Senior QA/QC Expert (2 Marks)

Criteria	Marks
Qualification + Certification	0.5
Total Experience (7+ yrs)	0.5

QA/QC in Large Infrastructure Projects	1
Total	2

8. MEP Expert (2 Marks)

Criteria	Marks
Educational Qualification	0.4
Total Experience (7+ yrs)	0.6
MEP Design & Execution Experience	0.7
BIM / Coordination Skills	0.3
Total	2

9. Quantity Surveyor (4 Marks)

Criteria	Marks
Educational Qualification	1
Total Experience (7+ yrs)	1
BOQ / Costing / Variations Experience	1.5
CAD Knowledge & Digital Survey Experience	0.5
Total	4

10. HSE Expert (2 Marks)

Criteria	Marks
Qualification + NEBOSH Certification	0.7
Total Experience (7+ yrs)	0.5
Experience in Large Infrastructure Safety Management	0.8
Total	2

11. Horticulture / Landscape Experts (2 Nos. – 3 Marks Total - 1.50 Each) Per Person (1.50 Marks Each)

Criteria	Marks
Qualification (Architecture/Landscape)	0.4
Total Experience (8+ yrs)	0.5

Landscape / Urban Design Projects	0.6
Total per person	1.5

12. Sustainable Expert (3 Marks)

Criteria	Marks
Educational Qualification	0.8
Total Experience (8+ yrs)	0.8
Sustainability / Environmental Planning Expertise	1
Experience in Similar Projects	0.4
Total	3

- (iii). Date, time and venue for Technical Presentation shall be intimated later.
- (iv). During the Defects Liability Period (DLP), the Authority shall have the right, upon written notice to the Successful Bidder, to require the continued deployment and availability of up to ten (10) Key Personnel, as may be considered necessary by the Authority from time to time, for the purposes of supervision, inspection, monitoring, verification of defect rectification works, performance assessment, compliance verification, and ensuring fulfilment of the Contractor's obligations under the Contract. The specific Key Personnel, their roles, level of involvement, duration of deployment, and place of assignment shall be determined by the Authority based on project requirements, and the Authority's Engineer shall ensure their availability accordingly throughout the DLP.
- (v). During the Operation and Maintenance (O&M) Period only, the Authority may reserves the right to engage the services of Key Professionals of the Authority's Engineer during the O&M Period for monitoring and compliance-related activities requires for specific assignments relating to monitoring, inspection, performance assessment, defect rectification, compliance verification, or other obligations under the Contract. The engagement of such Key Professionals, including requirements, duration of deployment, scope of work, shall be subject to mutual agreement between the Authority and the Successful Bidder and shall be governed by terms and conditions mutually agreed and recorded in writing. Nothing contained herein shall be construed as an obligation on the Successful Bidder to maintain or deploy such Key Professionals during the O&M Period unless otherwise agreed in writing by the Parties.
- (vi). The Bidder/Authority Engineer shall ensure that such Key Professionals remain available and are deployed as and when required by the Authority throughout the DLP. Any replacement of such Key Professionals shall be subject to the prior written approval of the Authority and shall be by personnel possessing qualifications and experience equivalent to or higher than those

of the originally approved Key Professionals.

- (vii). The Bidder shall not withdraw, reassign, or replace any Key Professional required under this Clause without the prior written consent of the Authority. The costs and liabilities associated with maintaining such Key Professionals during the DLP Period shall be deemed to be included in the Contract Price, unless otherwise expressly provided in the Contract.
- (viii). Please note that the Key Experts shall be considered for evaluation only after they meet the eligibility conditions.
- (ix). Bidder should qualify minimum 70% in each of the sections and **minimum of 70 out of 100** marks overall.
- (x). For each Technical Proposal, the total points that can be awarded for each Bidder are 100, and the minimum technical score (T) that a Bidder requires to qualify for opening of the Financial Proposal is **70**. 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 x 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.

FINANCIAL EVALUATION (3rd Stage): The Financial Proposals of only those Bidders who have passed the technical evaluation (2nd Stage) with a minimum **score of 70** shall be opened in the presence of the Bidder’s representatives who wish to be present with a proper authorization letter.

The lowest evaluated financial proposal (Sf) 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:

Sf = 100 x Fm/F, in which “Sf” is the financial score, “Fm” is the lowest price, and “F”

The price of the Proposal under consideration.

- (i). The name of the Bidder along with the quoted “Price Bid” will be announced during the Financial Proposal opening. If there is only 1 qualified Bidder, the Client may, at its sole discretion, decide to open this Bidder's Financial Proposal.
- (ii). Following the opening of the Financial Proposals, the Client shall evaluate the Financial Proposals for responsiveness. A Financial Proposal shall be considered responsive only if the Bidder has populated the mandatory rows of the excel sheet provided on the e-Procurement Portal.
- (iii). The Client shall notify a qualified Bidder whose Financial Proposal is found to be non-responsive, that such qualified Bidder's Financial Proposal shall not be considered for award of the Project and their Proposal shall be rejected.

10. Evaluation Process:

- i. The selection shall be based on the **QCBS method**.
- ii. Proposals shall be ranked according to their combined technical (St) and financial (Sf) scores using the weights (**T = the weight given to the Technical Proposal (0.7); P = the weight given to the Financial Proposal (0.3); T + P = 1**) as following: **Combined Score (CS) = St x T + Sf x P**,
- iii. The bidder who will secure the highest **CS (combined score)** will be identified as **H1** and will be called for further discussions for negotiation. Upon successful negotiation, a joint Contract Agreement shall be signed with the bidder.
- iv. In case the combined score is same for more than one bidder, the bidder offering lower financial bid shall be the successful bidder.
- v. 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.
- vi. For the purpose of evaluation of the Financial Proposals, the "Price Bid" quoted by the Bidder shall be inclusive of all taxes & duties.

11. Performance Bank Guarantee (PBG):

Within 15 days of notifying the acceptance of a proposal for award of contract, each qualified bidder shall have to furnish a e-Performance Bank Guarantee amounting to **5 (Five) %** of the contract value from any public sector bank of India, Payable at its branch at Cuttack, in favor of **Cuttack Development Authority**., as per the format at Annexure-II, for a period of **three months beyond the entire contract period** (calculated from the date of effectiveness of the contract) 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 e-PBG. The e-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 e-PBG.

12. 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.

13. Award of Contract:

After completion of the contract negotiation stage, the CDA will notify the successful bidder in

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

14. Conflict of Interest:

Conflict of interest exists in the event of:

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

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.
- ii. 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.
- iii. Bidders must disclose if they have been convicted of, or are the subject of any proceedings relating to:
 - a. criminal offence or other serious offence punishable under the law of the land, or where they have been found by any regulator or professional body to have committed professional misconduct;
 - 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. Anti-corruption Measure:

- i) Any effort by Bidder(s) to influence the CDA in the evaluation and ranking of financial proposals, and recommendation for award of contract, will result in the rejection of the proposal.
- ii) A recommendation for award of Contract shall be rejected if it is determined that the recommended bidder has directly, or through an agent, engaged in corrupt, fraudulent,

collusive, or coercive practices in competing for the contract in question. In such cases, the CDA shall blacklist the bidder either indefinitely or for a stated period of time, disqualifying it from participating in any related bidding process for the said period.

17. Language of Proposals:

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

18. Cost of Bidding:

The Bidder shall bear all costs associated with the preparation and submission of its proposal. The CDA 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.

19. Legal Jurisdiction:

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

20. 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 CDA holds the option for cancellation of the contract for pending activities and completes the same from any other Authority Engineer Consultant. The CDA 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 CDA 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 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 may be debarred from participation in future bids of the next five years from the date of this occurrence and notifications. In case of unapproved leaves for any resource, the pro-rata amount of the leave period may be deducted from the invoice amount for that particular resource. Such deduction shall be as per decision of the CDA.

Minimum deployment is 6 days per week with minimum of 24 days per month and in Defect Liability Period.

21. Confidentiality:

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

22. Amendment of the RFP Document:

At any time before submission of proposals, the CDA may amend the RFP by issuing an addendum at <https://tendersodisha.gov.in>. Any such addendum will be binding on all the bidders. To give bidders reasonable time in which to take an addendum into account in preparing their proposals, the CDA may, at its discretion, extend the deadline for the submission of the proposals.

23. CDA's right to accept any proposal and to reject any or all proposal(s):

The CDA 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

24. Copyright, Patents and Other Proprietary Rights:

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

25. Replacement of Key Personnel:

The key personnel to be deployed under this contract must be dedicated in nature. However, the CDA 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 CDA and Division Office at least fourteen (14) days in advance and obtain the approval prior to making any substitution. In notifying the CDA, 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 CDA shall not relieve the consultant from responsibility for failure to meet the requirements of the contract.

The Team Leader proposed for the assignment shall not be replaced under any circumstances during the entire duration of the agreement. Any replacement of the Team Leader, regardless of the reason or timing, shall be considered a deviation from the agreed terms and shall attract the imposition of liquidated damages equivalent to ten percent (10%) of the Team Leader's total remuneration for the entire contract period. This penalty shall apply for each instance of such replacement and shall be without prejudice to the Client's right to take any other action as per the terms of the agreement.

Each key personnel position, other than Team Leader, may be replaced only once during the entire term of the contract. Any replacement beyond this allowable limit shall result in the imposition of liquidated damages equivalent to ten percent (10%) of the total remuneration payable to the replaced personnel for the remaining duration of the contract. Such penalty shall be imposed **for each instance** of replacement exceeding the permitted limit.

In case of change of Team Leader or any key personnel, the Authority Engineer's Consultant shall ensure to provide replacements of same or better qualification and experience subject to approval of CDA. Also, such replacements should be approved by CDA to ensure similar qualification and experience. CDA shall interview the resources proposed by the selected bidder in the technical proposal before deployment. If found not suitable by CDA, the selected bidder shall propose relevant resources for replacement.

26. Force Majeure:

For purpose of this clause, "Force Majeure" means an event beyond the control of the Authority Engineer Consultant and not involving the Authority Engineer Consultant'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 Authority Engineer Consultant, which prevents or delays the execution of the order by the Authority Engineer Consultant. If a force Majeure situation arises, the Authority Engineer Consultant shall promptly notify CDA 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 CDA in writing, the Authority Engineer Consultant 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 Authority Engineer Consultant shall advise CDA 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, CDA reserve the right to cancel the contract without any obligation to compensate the Authority Engineer Consultant in any manner for whatsoever reason.

27. Settlement of Dispute:

In the case of dispute arising upon or in relation to or in connection with the contract between the CDA and the Authority Engineer Consultant, which has not been settled amicably, any party

can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of 3 (three) arbitrators, one each to be appointed by the CDA and the Consultant, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach a consensus regarding the appointment of the third arbitrator within a period of 30 days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed by the Secretary of the Ministry / Department. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.

28. Disqualification of Proposal:

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

- a. Proposal submitted without Bid Processing Fee & EMD as applicable
- b. Proposal not submitted in accordance with the procedure and formats as prescribed in the RFP
- c. During validity of the proposal, or its extended period, if any, the bidder increases his quoted prices
- d. Proposal is received in incomplete form
- e. Proposal is received after due date and time for submission of bid
- f. Proposal is not accompanied by all the requisite documents / information
- g. A commercial bid submitted with assumptions, conditions or uncertainty.
- h. Bids with any conditional technical and financial offer
- i. 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
- j. Proposal is not properly sealed or signed
- k. Proposal does not conform to the requirement of the scope of the work of the assignment.
- l. Bidder tries to influence the proposal evaluation process by unlawful/corrupt/ fraudulent means at any point of time during the bid process
- m. 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;
- i. Bidders or any person acting on its behalf indulges in corrupt and fraudulent practices
- n. Any other condition / situation which holds the paramount interest of the CDA during the overall section process.

29. Limitation of Liability:

The total liability of the Consultant shall not exceed the total contract value. However, this limitation shall not apply to:

The Consultant shall not be liable for:

- (a) Loss of profit, revenue or anticipated savings;

(b) Indirect or consequential damages;

(c) Any acts or omissions of the Contractor or third parties not under its control.

Neither party shall be liable for indirect, consequential or punitive damages.

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

30. Indemnity:

The Consultant shall indemnify, defend and hold harmless CDA, its officers and employees from and against any claims, losses, damages, liabilities, penalties, costs and expenses arising out of:

- a. Breach of contract;
- b. Negligence, fraud or misconduct;
- c. Violation of applicable laws;
- d. Infringement of intellectual property rights;
- e. Third-party claims arising from services.

This indemnity shall survive termination of the contract.

31. Confidentiality and Data Security

All data and documents remain property of CDA.

The Consultant shall:

- Maintain strict confidentiality;
- Not disclose information without approval;
- Ensure data security and protection.

Any breach shall lead to termination and penalties.

32. Intellectual Property Rights

All reports, documents, data and outputs shall be property of CDA. The Consultant may retain rights over proprietary tools and methodologies.

33. Liquidated Damages

If the Consultant fails to meet timelines, CDA may impose liquidated damages at 1% per week of delay, subject to a maximum of 10% of contract value. Such damages may be deducted from payments or PBG.

34. Termination of Contract

The contract can be terminated by any of the parties, i.e., CDA or bidder by giving by written notice of not less than thirty (30) days to the Consultant (or sixty (60) days in the case of Force Majeure).

SECTION: 3
TERMS OF REFERENCE (ToR)

BACKGROUND

The Government of Odisha intends to undertake the Mahanadi Waterfront Development Project over a period of two (02) years, with the objective of achieving integrated, sustainable and planned development of the waterfront along the Mahanadi River. The project envisages comprehensive improvement of the Waterfront through integrated interventions focused on enhancement of public spaces, sustainable urban infrastructure, recreational and cultural amenities, landscape revitalization, and long-term ecological conservation. The project shall be planned, designed and implemented in strict compliance with the guidelines, regulations and directions issued by the National Green Tribunal (NGT), ensuring environmentally responsible development through adoption of eco friendly, non-permanent and low-impact construction practices. The scope includes development of public access infrastructure, promotion of tourism and maintenance of environmental flows, while ensuring support to essential functions such as drinking water supply and related socio-economic activities in the adjoining areas. The proposed works are designed to align with sustainable urban development principles and applicable environmental regulations, ensuring long-term resilience and functional efficiency of the riverfront corridor. CDA is inviting agencies to apply as Authority Engineer Consultants for the said project.

1. OBJECTIVE

The project aims to transform the Mahanadi riverfront into a vibrant, accessible, and ecologically balanced public realm through development of promenades, themed parks, activity zones, waterbody rejuvenation, and integrated landscape and mobility systems. Planning prioritizes environmental sensitivity, user experience, and long-term resilience.

The objective of hiring an agency as Authority Engineer Consultants to develop & ensure smooth and streamlined processes of the Quality Control, Site Supervision & Progress Monitoring of the above projects such that the projects are completed in a desired quality & cost-effective manner within the planned time frame. The detailed scope of work to achieve the objective is mentioned in (3) below.

2. TERMS OF REFERENCE (TOR)

The Terms of Reference (TOR) for the Authority Engineer Services under this Request for Proposal (RFP) shall comprise the complete scope of professional services required for the Mahanadi Waterfront Development Project, Cuttack.

The Authority Engineer shall perform all duties, obligations, reviews, inspections, certifications, monitoring activities, advisory services, and contract administration functions necessary for successful implementation of the Project in accordance with the EPC Contract, applicable laws, statutory requirements, and directions issued by the Authority.

The Scope of Services is divided into the following four (4) Parts:

Part A: Project Information and Administrative Framework

Part B: General Design Review, Engineering Approvals, Technical Supervision and

Component-Specific Scope of Services

Part C: Project Procurement Management

Part D: Project Implementation, Contract Administration, Testing & Commissioning, Defect Liability Period Management, Contract Closure and Documentation Management

2.1 PART A: PROJECT INFORMATION AND ADMINISTRATIVE FRAMEWORK

Contracting Authority

Cuttack Development Authority (CDA), acting in coordination with the Housing & Urban Development (H&UD) Department, Government of Odisha.

Nature of Assignment

Appointment of an Independent Authority Engineer for design review, engineering validation, construction supervision, quality assurance, environmental compliance monitoring, testing and commissioning oversight, contract administration, payment certification, completion management, and defect liability period monitoring for the Mahanadi Waterfront Development Project.

Construction Supervision Period

"Construction Supervision Period" shall mean a period of Twenty-Four (24) Months commencing from the Project commencement Date, or until the date of issuance of the Completion Certificate to the EPC Contractor under the EPC Contract, whichever is later.

Defect Liability Period (DLP)

Twelve (12) Months from the date of issuance of the Completion Certificate or such period as stipulated under the EPC Contract.

O&M Period

Sixty (60) Months after completion of the execution.

2.2 Strategic Mandate: Alignment with Cuttack Comprehensive Development Plan (CDP)–2030

The Authority Engineer shall ensure that the Project is implemented in strict conformity with the approved **Cuttack Comprehensive Development Plan (CDP)–2030** and all subsequent statutory modifications approved by the competent authority.

The Authority Engineer shall ensure that:

- All project interventions, infrastructure systems, public spaces, landscape components, environmental assets and utility networks conform to the approved Master Plan and CDP-2030 framework.
- The waterfront development functions as a strategic green-blue infrastructure corridor and ecological spine linking the broader Cuttack–Naraj–Trisulia–Choudwar regional growth area.
- The Project is implemented as an integrated urban, environmental and regional infrastructure initiative rather than as a standalone riverfront development project.
- All engineering submissions, construction drawings, site layouts, utility plans and implementation boundaries are fully consistent with the approved planning framework and statutory approvals.
- Appropriate coordination is maintained with adjoining infrastructure projects, utility corridors, transportation systems and regional development initiatives.

The Authority Engineer shall verify that all designs, construction activities and project components remain aligned with the approved development vision, planning objectives and regulatory framework throughout the Contract Period.

PART B: GENERAL DESIGN REVIEW, ENGINEERING APPROVALS AND TECHNICAL SUPERVISION

2.3 General Responsibilities of the Authority Engineer

The Authority Engineer shall independently review, verify, examine, proof-check, supervise, monitor and certify the design, construction, testing, commissioning and handover of all works executed under the EPC Contract.

The Authority Engineer shall be responsible for providing professional engineering services covering:

- Civil Engineering;
- Structural Engineering;
- Architectural Works;
- Electrical Engineering;
- Mechanical Engineering;
- Public Health Engineering;
- Landscape Architecture;
- Environmental Infrastructure;
- Utility Systems;
- Smart Infrastructure Systems; and
- Associated Ancillary Works.

The Authority Engineer shall ensure compliance with:

- The EPC Contract and Contract Documents;
- Approved Designs and Drawings;
- Technical Specifications;
- Applicable BIS/IS Codes and Standards;
- National Building Code (NBC) provisions, wherever applicable;
- National Green Tribunal (NGT) directives;
- Environmental and statutory clearances;
- Government of Odisha regulations; and
- All other applicable laws, rules, guidelines and regulatory requirements.

This obligation shall remain applicable throughout the Design Review Stage, Construction Stage, Testing and Commissioning Stage, Completion Stage and Defect Liability Period.

2.4 Mandatory Engineering Reviews and Statutory Approval Support

2.4.1 Investigations, Design Review and Technical Validation

The Authority Engineer shall review, verify and validate all investigations, studies, reports, designs, calculations, drawings and technical submissions prepared by the EPC Contractor,

including but not limited to:

- Hydrological investigations;
- Hydrographic surveys;
- Hydraulic analyses;
- Geotechnical investigations;
- Topographical surveys;
- Structural designs;
- Utility engineering designs;
- Landscape designs;
- Environmental assessments; and
- Construction methodologies.

The Authority Engineer shall ensure compliance with approved alignments, project requirements, technical specifications, statutory provisions and applicable standards.

2.4.2 CDA, TAC and Statutory Approval Coordination

The Authority Engineer shall review all engineering submissions, technical reports and design documents prior to their submission to:

- Cuttack Development Authority (CDA);
- Technical Advisory Committee (TAC);
- Housing & Urban Development Department;
- Government Authorities
- Statutory and Regulatory Agencies.

The Authority Engineer shall provide technical observations, recommendations and compliance comments necessary to facilitate timely approvals and implementation.

2.4.3 Technical Sanction and Administrative Approvals

The Authority Engineer shall assist and support the Authority in securing all necessary technical and administrative approvals for the Project. In this regard, the Authority Engineer shall:

- a) Review and finalize the TAC-approved designs, drawings, estimates, reports and supporting technical documents required for obtaining statutory and departmental approvals.
- b) Prepare, compile and submit all technical proposals, engineering notes, presentations, cost estimates, design calculations, drawings and supporting documentation required for obtaining Technical Sanction from the Chief Engineer, Housing & Urban Development Department and Administrative Approval from the Housing & Urban Development Department, Government of Odisha.
- c) Attend meetings, discussions, review sessions, technical appraisal meetings and presentations convened by the Housing & Urban Development Department,

Government of Odisha, or any committee/authority constituted for examination of the Project.

d) Make detailed technical presentations before the competent authorities, appraisal committees, sanctioning authorities and departmental officers, and provide all necessary engineering explanations, design justifications, calculations, specifications, estimates and clarifications relating to the Project.

e) Respond to all technical observations, queries, comments and requirements raised by the Housing & Urban Development Department, Government of Odisha, or any reviewing authority, and undertake necessary revisions in drawings, designs, estimates, reports and documents as may be required.

f) Liaise and coordinate with the Housing & Urban Development Department and other concerned authorities for expeditious processing of the proposals and shall provide all necessary support to facilitate obtaining Technical Sanction and Administrative Approval for the Project.

g) Pursue the approval process until the requisite Technical Sanction and Administrative Approval are obtained and communicate the status of such approvals to the Authority from time to time.

2.4.4 Pavement Engineering and Paver Block Infrastructure

The Authority Engineer shall review and approve detailed pavement engineering for all internal vehicular roads, pedestrian pathways, plazas and public circulation areas proposed under the Project.

The review shall include:

- Pavement design calculations;
- Cross-sectional details;
- Material specifications;
- Drainage arrangements;
- Construction methodologies; and
- Performance and maintenance requirements.

Unless otherwise approved by the Authority, all internal pedestrian and vehicular paved surfaces shall be developed using approved paver block technology.

2.4.5 Environmental Compliance and NGT Monitoring

The Authority Engineer shall monitor and verify the EPC Contractor's compliance with:

- NGT directives;
- Environmental clearances;
- Floodplain management requirements;
- Environmental Management Plans (EMP);
- Pollution control requirements; and
- Other statutory approvals.

The Authority Engineer shall ensure incorporation of sustainable, environmentally responsible and flood-resilient construction practices and shall promptly report any non-compliance together

with recommendations for corrective action.

2.4.6 Completeness and Integration Review

The Authority Engineer shall undertake a comprehensive review of all project designs and implementation plans to verify that all infrastructure, utilities, environmental safeguards, interface arrangements and operational requirements necessary for successful project implementation have been adequately incorporated.

Where deficiencies, omissions or coordination issues are identified, the Authority Engineer shall recommend appropriate corrective measures prior to execution.

COMPONENT-SPECIFIC SCOPE OF SERVICES OF THE AUTHORITY ENGINEER

1. Promenade Development (Upper & Lower Promenade)

The Authority Engineer shall:

- Review and proof-check the architectural planning, geometric alignment, structural design, pavement design, hydraulic assessments, and utility integration for the entire 3.20 km promenade corridor.
- Verify compliance with approved zoning requirements, including walking areas, activity zones, utility corridors, plantation zones, and viewing areas.
- Review the design and implementation of permeable pavements, interlocking pavers, laterite paving, drainage layers, and associated pavement systems.
- Review riverbank stabilization measures, including gabion revetments, retaining structures, erosion protection systems, and flood-resilient infrastructure.
- Verify High Flood Level (HFL) considerations, floodplain compatibility, and compliance with applicable NGT requirements.
- Supervise construction activities and certify completed works.

2. Entry Plazas, Welcome Gateways, and Access Infrastructure

The Authority Engineer shall:

- Review architectural layouts, circulation plans, traffic movement studies, and engineering designs of entry plazas.
- Verify integration with connectivity bridges, entry/exit systems, and public access infrastructure.
- Review structural designs of gateways, canopies, pergolas, shading structures, and associated foundations.
- Verify compliance with IS 875 (Part 3) and other applicable standards relating to wind loads and structural safety.
- Monitor construction quality and certify completed works.

3. Active Zone, Sports Infrastructure, and Recreation Facilities

The Authority Engineer shall:

- Review the planning and layout of recreation grounds, sports facilities, fitness areas, and activity zones.
- Verify drainage systems, surface engineering, and integration with the overall stormwater network.

- Review construction methodologies for sports infrastructure and associated safety provisions.
- Monitor implementation and certify compliance with approved designs and specifications.

4. Cultural Zone and Open Air Theatre (OAT)

The Authority Engineer shall:

- Review architectural designs, sightline studies, crowd circulation models, and structural stability assessments.
- Verify seating capacity provisions for approximately 900–1000 persons.
- Review stage infrastructure, acoustics, lighting systems, electrical installations, and audio-visual facilities.
- Supervise construction, testing, commissioning, and completion of the OAT facility.

5. Odisha Haat Cultural Market Complex

The Authority Engineer shall:

- Review master planning, stall configurations, visitor circulation patterns, and plaza designs.
- Verify adherence to approved traditional architectural character and specified materials.
- Review utility networks, drainage systems, public amenities, food court infrastructure, and performance spaces.
- Monitor construction quality and confirm operational readiness.

6. Heritage Village and Cultural Interpretation Infrastructure

The Authority Engineer shall:

- Review architectural and engineering drawings for heritage structures, exhibition spaces, and cultural clusters.
- Verify compliance with approved vernacular architectural principles.
- Review structural systems, restoration methodologies, roofing systems, and utility services.
- Monitor implementation and certify completed works.

7. Anchor Pavilion and Entrance Plaza

The Authority Engineer shall:

- Review architectural concepts, structural analyses, finite element modelling outputs, and foundation designs.
- Verify compliance with applicable wind load requirements and structural safety standards.
- Review stage facilities, audience areas, utility services, and event infrastructure.
- Supervise construction activities and certify project completion.

8. Nature Interpretation Centre (NIC)

The Authority Engineer shall:

- Review architectural, structural, electrical, mechanical, and plumbing (MEP) designs.

- Verify container-based construction systems, flood protection measures, and environmental compliance.
- Review wastewater management systems, utility integration, and sustainability measures.
- Witness testing, commissioning, and operational readiness.

9. Sunrise & Sunset Decks, Waterfront Viewing Structures, and Floating Access Infrastructure

The Authority Engineer shall:

- Review structural designs for observation decks, waterfront viewing structures, and related riverfront facilities.
- Verify foundation systems, cantilever elements, railing systems, anti-slip treatments, and accessibility provisions.
- Review buoyancy analyses, anchoring systems, floating modules, mooring arrangements, and safety measures for floating infrastructure.
- Supervise installation and certify readiness for operation.

10. Parking Facilities and Associated Infrastructure

The Authority Engineer shall:

- Review traffic circulation plans, parking layouts, and capacity assessments.
- Verify pavement designs, solar canopy infrastructure, drainage systems, and recharge pit layouts.
- Review pavement performance criteria and stormwater management provisions.
- Monitor construction quality and certify completed facilities.

11. Pathways, Trails, NMT Network, Wilderness Zone, Boardwalks, and Forest Trail Infrastructure

The Authority Engineer shall:

- Review geometric design, alignment plans, and pavement engineering for all pathway categories.
- Verify pavement cross-sections, surface finishes, and drainage provisions.
- Review boardwalks, forest trails, elevated walkways, and environmentally sensitive access infrastructure.
- Verify structural analyses, foundation systems, and ecological protection measures.
- Ensure protection of tree root zones and prevention of damage to mature vegetation.
- Supervise construction and certify compliance.

12. Waterbodies, Retention Ponds, Surface Drainage, and Stormwater Management Systems

The Authority Engineer shall:

- Review hydrological studies, hydraulic calculations, and stormwater management strategies.
- Verify retention pond sizing, detention capacities, and flood management measures.

- Review bioswales, vegetated swales, natural drainage channels, infiltration systems, rain gardens, and recharge structures.
- Review erosion control measures, geotechnical stability provisions, and environmental safeguards.
- Monitor implementation and certify completed works.

13. Sculpture Garden, Formal Garden, Lawn Areas, and Landscape Infrastructure

The Authority Engineer shall:

- Review landscape master plans, open-space designs, and horticultural layouts.
- Verify sculpture foundations, pathways, irrigation systems, landscape amenities, and garden infrastructure.
- Monitor landscape implementation and maintenance performance.
- Certify completed landscape works.

14. Butterfly Garden and Ecological Protection Areas

The Authority Engineer shall:

- Review ecological design proposals, habitat enhancement measures, and landscape plans.
- Verify requirements relating to host plants, nectar plants, and native vegetation.
- Review irrigation systems, ecological fencing, pathways, and habitat management provisions.
- Monitor implementation and environmental performance.

15. General Forest Plantation, Ecological Restoration, and Afforestation Areas

The Authority Engineer shall:

- Review afforestation plans, plantation strategies, and ecological restoration proposals.
- Verify plantation densities, species selection, planting methodologies, and soil improvement measures.
- Review high-density plantation concepts, habitat restoration initiatives, and biodiversity enhancement measures.
- Monitor plantation survival rates and maintenance obligations.

16. Children's Play Areas, Toddler Parks, Sensory Play Zones, and Adventure Infrastructure

The Authority Engineer shall:

- Review playground layouts, recreational facilities, and adventure infrastructure.
- Verify structural safety, fall protection systems, and impact-absorbing surfacing materials.
- Review equipment specifications and installation methodologies.
- Monitor construction, testing, and commissioning.

17. Public Utility Infrastructure, Sanitation Facilities, and MEP Systems

The Authority Engineer shall:

- Review designs for utility buildings, sanitation facilities, eco-toilets, service infrastructure, and utility corridors.
- Verify wastewater treatment arrangements, decentralized treatment systems, and environmental compliance requirements.
- Review water supply systems, plumbing networks, electrical installations, and utility services.
- Monitor installation, testing, and commissioning activities.

18. Lighting, Smart Infrastructure, Electrical Systems, and Integrated Security Network

The Authority Engineer shall:

- Review lighting master plans, photometric studies, illumination calculations, and energy assessments.
- Verify integration of solar PV systems, battery storage, smart lighting controls, and utility networks.
- Review CCTV systems, communication networks, optical fibre infrastructure, and security systems.
- Verify emergency communication systems, panic alarms, control rooms, and integrated monitoring facilities.
- Witness testing and commissioning of all systems.

19. River Access, Festival Interface Areas, and Public Congregation Infrastructure

The Authority Engineer shall:

- Review riverfront access arrangements, congregation spaces, and event infrastructure.
- Verify pedestrian circulation capacities, crowd management models, and emergency evacuation provisions.
- Review hydraulic impacts, riverbank protection measures, and flood resilience interventions.
- Monitor construction and certify compliance.

20. Ticket Zones, Visitor Facilities, and Access Management Infrastructure

The Authority Engineer shall:

- Review ticketing facilities, queue management systems, and access control arrangements.
- Verify accessibility provisions, security measures, signage systems, and utility integration.
- Monitor construction and certify operational readiness.

21. Compound Wall, Boundary Infrastructure, and Site Protection Systems

The Authority Engineer shall:

- Review alignment plans, structural designs, and foundation systems.
- Verify structural adequacy, safety requirements, and wind resistance provisions.
- Monitor construction quality and certify compliance.

22. Maritime, Interpretation, Exhibition, and Special Activity Infrastructure

The Authority Engineer shall:

- Review designs for museum facilities, interpretation centres, exhibition spaces, display areas, and special activity infrastructure.
- Verify public safety provisions, visitor circulation requirements, and integration with the overall master plan.
- Monitor implementation and certify completed works.

ADDITIONAL RESPONSIBILITIES APPLICABLE TO ALL COMPONENTS

A. General Responsibilities

The Authority Engineer shall:

- Administer and monitor implementation of the EPC Contract.
- Maintain records of correspondence, notices, instructions, approvals, determinations, and contractual communications.
- Assist the Authority in interpreting contractual provisions.
- Advise the Authority on technical, contractual, commercial, and project management matters.
- Monitor compliance with all Contractor obligations throughout the Contract Period.

B. Design Review and Proof-Checking

The Authority Engineer shall:

- Review architectural, structural, geotechnical, hydrological, electrical, mechanical, and landscape designs.
- Verify compliance with the approved Master Plan, TAC-approved Plan & Estimate, RFP requirements, and statutory approvals.
- Review shop drawings, construction drawings, and engineering submissions.
- Evaluate alternative designs proposed by the Contractor.
- Review drawings certified by the Proof Consultant.
- Examine designs of major structures and obtain additional drawings, calculations, and reports wherever necessary.
- Review revised submissions and monitor compliance with issued comments.

C. Quality Assurance and Quality Control (QA/QC)

The Authority Engineer shall:

- Review QA/QC plans, quality manuals, and testing protocols.
- Witness laboratory and field tests.
- Verify material approvals and workmanship standards.
- Conduct inspections and issue corrective actions and recommendations, where necessary.

D. Environmental and NGT Compliance

The Authority Engineer shall:

- Monitor compliance with NGT directives, environmental clearances, and statutory conditions.

- Verify implementation of floodplain protection measures.
- Monitor ecological restoration, afforestation, plantation, and biodiversity commitments.
- Ensure adherence to all environmental safeguards during project execution.

E. Construction Supervision

The Authority Engineer shall:

- Monitor project progress and construction methodologies.
- Verify compliance with approved drawings, specifications, and standards.
- Monitor health, safety, and environmental performance at site.

F. Measurement and Certification

The Authority Engineer shall:

- Verify measurements, quantities, and executed works.
- Review Contractor invoices, bills, and milestone achievements.
- Recommend interim and final payment certifications to the Authority.

G. Testing, Commissioning, and Handover

The Authority Engineer shall:

- Witness testing and commissioning of all project systems and facilities.
- Verify submission of as-built drawings, manuals, and documentation.
- Certify readiness for operation, completion, and handover.

H. Contract Administration

The Authority Engineer shall:

- Review Contractor submissions and contractual notifications.
- Assess variations, claims, and change proposals.
- Evaluate Extension of Time (EOT) applications and related submissions.
- Assist the Authority in contract administration and dispute resolution.

I. Defects Liability Period (DLP) Monitoring

The Authority Engineer shall:

- Inspect defects and monitor rectification works carried out by the Contractor.
- Monitor performance of plantations, infrastructure, utilities, and project assets during the DLP.
- Recommend final completion and closure upon satisfactory completion of DLP obligations.

PART C: PROJECT PROCUREMENT MANAGEMENT

The Authority Engineer (AE) shall assist the Cuttack Development Authority (CDA) in all technical, contractual, commercial, and administrative matters relating to bid evaluation, contractor selection, contract award, and implementation of the EPC Contract. The Authority Engineer shall provide independent technical advice, review, verification, and evaluation support to the Authority and shall perform its duties in accordance with the Tender Documents, EPC Contract, applicable laws, regulations, and instructions issued by the Authority from time to time.

Phase 1: Pre-Award Support and Contract Review

The Authority Engineer shall:

- Provide technical and contractual assistance to the Authority during bidder qualification assessment, technical bid evaluation, financial bid evaluation, bid clarifications, contract finalization, and contract award.
- Review and assess bidder submissions for compliance with the requirements of the Tender Documents.
- Assist the Authority in preparing technical evaluation reports, comparative statements, recommendations, and award-related documentation.
- Provide technical opinions and recommendations on bidder queries, deviations, qualifications, and alternative proposals received during the bidding process.
- Assist the Authority in finalization of contractual documents and issue of the Letter of Award (LoA).
- Upon award of the EPC Contract, the Authority Engineer shall support the Authority in contract administration, design review, construction supervision, quality assurance, environmental compliance, claim evaluation, variation management, dispute avoidance, and project risk management throughout the Contract Period.

Phase 2: Review and Verification of Bidder Qualification Requirements

The Authority Engineer shall:

- Review the technical qualification criteria, financial eligibility requirements, and experience requirements specified in the Tender Documents.
- Assist the Authority in the technical evaluation of bids submitted by prospective EPC Contractors.
- Verify the authenticity, adequacy, and compliance of the following:
 - Similar project experience;
 - Annual turnover and financial capacity;
 - Net worth requirements;
 - Solvency certificates;
 - Statutory registrations and certifications;
 - Credentials of key personnel;
 - Availability of plant, machinery, and equipment resources; and
 - Any other qualification or eligibility criteria specified in the Tender Documents.
- Examine supporting documents submitted by bidders and identify any deficiencies, inconsistencies, or non-compliances.
- Assist the Authority in determining bidder responsiveness and compliance with prescribed eligibility requirements.

PART D: PROJECT IMPLEMENTATION, CONTRACT ADMINISTRATION, AND DEFECT LIABILITY PERIOD

Phase 1: Pre-Construction Review, Design Validation, and Technical Due Diligence

1. Hydrological, Hydraulic, and Flood Risk Review

The Authority Engineer shall:

- Review and validate hydrological, hydraulic, flood inundation, scour, sediment transport, and river morphology studies submitted by the EPC Contractor.
- Verify the adequacy of proposed formation levels, structural elevations, flood protection measures, bank stabilization systems, and flood-resilient infrastructure.
- Review the hydraulic performance of all project components with reference to historical flood records, approved High Flood Levels (HFL), and applicable design standards.
- Recommend modifications wherever required to ensure long-term hydraulic stability and resilience.

2. Geotechnical, Structural, and NGT Compliance Review

The Authority Engineer shall:

- Review geotechnical investigation reports, foundation recommendations, structural analyses, wind-load calculations, and associated engineering submissions.
- Verify compliance with applicable IS Codes, IRC standards, environmental approvals, NGT guidelines, and floodplain regulations.
- Review sustainable and environmentally sensitive design measures, including permeable pavements, sustainable drainage systems, soft-engineering riverbank protection measures, and low-impact development approaches.
- Ensure that all designs comply with approved project specifications and statutory requirements.

3. Review of Quality Assurance Plan

The Authority Engineer shall:

- Review and approve the Contractor's Quality Assurance Plan (QAP).
- Verify the adequacy of the Contractor's organizational structure, quality control procedures, inspection plans, testing methodologies, laboratory facilities, and audit mechanisms.
- Monitor implementation of the approved QAP throughout the Contract Period.

4. Foundation and Infrastructure Validation

The Authority Engineer shall:

- Review and verify the suitability of foundation systems proposed for various project components.
- Assess modular structures, reversible construction methodologies, and flood-resilient infrastructure proposed within environmentally sensitive and flood-prone areas.
- Verify that the proposed systems are appropriate for site conditions and long-term performance requirements.

5. Hardscape, Drainage, and Stormwater Management Review

The Authority Engineer shall:

- Review pavement systems, hardscape infrastructure, drainage layouts, stormwater management systems, retention facilities, recharge structures, and runoff-control measures.
- Verify compliance with approved permeability requirements and sustainable stormwater management principles.
- Confirm adequacy of drainage systems for safe conveyance and disposal of stormwater.

6. Regional Infrastructure Interface Review

The Authority Engineer shall:

- Review interfaces with CRRR, bridges, utility corridors, adjoining developments, and external infrastructure systems.
- Verify integration of access arrangements, drainage systems, utility networks, environmental safeguards, and connectivity infrastructure.
- Ensure coordination between project components and external agencies wherever required.

Phase 2: Construction Supervision, Quality Assurance, and Environmental Compliance

1. Daily Site Inspection and Enforcement of Environmental Requirements

The Authority Engineer shall:

- Deploy qualified personnel for continuous supervision of construction activities.
- Monitor compliance with NGT directives, environmental approvals, health and safety requirements, and approved construction methodologies.
- Maintain inspection records, compliance registers, site diaries, and progress documentation.
- Recommend corrective actions wherever deficiencies are identified.

2. Inspection of Works and Measurement Verification

The Authority Engineer shall:

- Inspect all elements of the Works during execution.
- Verify dimensions, measurements, workmanship, and compliance with approved drawings and specifications.
- Maintain inspection records and verify quantities forming the basis of interim payment certifications.

3. Riverfront and Riparian Zone Construction Monitoring

The Authority Engineer shall:

- Monitor all riverfront, floodplain, and riverbank works.
- Supervise installation of gabions, erosion-control measures, sediment-control systems, and environmental protection measures.
- Verify compliance with approved designs, environmental commitments, and statutory requirements.
- Ensure minimization of impacts on the river ecosystem during construction.

4. Landscape, Ecological Restoration, and Afforestation Monitoring

The Authority Engineer shall:

- Monitor landscape implementation, ecological restoration works, afforestation activities, and environmental mitigation measures.
- Verify species selection, plantation densities, soil preparation, irrigation systems, and survival rates.
- Ensure use of approved native species and prohibit invasive or non-approved vegetation.
- Monitor compliance with environmental and biodiversity commitments.

5. Monsoon Preparedness and Flood Safety Monitoring

The Authority Engineer shall:

- Review the Contractor's monsoon preparedness plans and flood-risk mitigation measures.
- Verify adequacy of temporary protection works, emergency response procedures, material storage arrangements, and equipment protection measures.
- Monitor site safety throughout monsoon periods.
- Advise the Authority regarding suspension, restriction, or rescheduling of construction activities whenever necessary.

6. Inspection Prior to Covering Up Works

The Authority Engineer shall:

- Inspect works before they are covered, concealed, or otherwise rendered inaccessible.
- Verify dimensions, quality, workmanship, and compliance prior to permitting further construction activities.

7. Defective Works and Corrective Measures

The Authority Engineer shall:

- Identify defective materials, workmanship deficiencies, and non-conforming works.
- Direct appropriate corrective actions and monitor implementation thereof.
- Recommend replacement, repair, or re-execution of non-compliant works where necessary.

8. Contractor Personnel and Resource Monitoring

The Authority Engineer shall:

- Monitor deployment of key personnel, equipment, and construction resources by the Contractor.
- Review adequacy of staffing and resource allocation.
- Advise the Authority regarding deficiencies, non-compliance, or replacement requirements.

9. Coordination of External Technical Audits

The Authority Engineer shall:

- Coordinate with external auditors, statutory authorities, proof consultants, and third-party inspection agencies appointed by the Authority.
- Facilitate audits and inspections.

- Monitor implementation of audit observations and corrective measures.

Phase 3: Testing, Commissioning, Completion, and Handover Management

1. Quality Assurance and Independent Audits

The Authority Engineer shall:

- Establish and monitor quality assurance procedures for the Project.
- Review the Contractor's QA/QC systems and implementation.
- Witness laboratory and field testing.
- Conduct independent inspections and check testing.
- Recommend additional testing, including third-party testing, where considered necessary.

2. Materials and Construction Quality Verification

The Authority Engineer shall:

- Inspect materials, equipment, and workmanship incorporated into the Works.
- Verify compliance of materials such as gabions, aggregates, paving materials, structural steel, bamboo, timber, landscaping materials, and related components.
- Confirm compliance with applicable specifications, approved sources, IS Codes, and quality standards.

3. Utility Systems, Electrical Infrastructure, and Performance Testing

The Authority Engineer shall:

- Supervise testing and commissioning of electrical installations, lighting systems, renewable energy systems, CCTV networks, public utilities, communication facilities, public address systems, water supply infrastructure, and other utility services.
- Verify safety, reliability, functionality, and performance against approved design criteria.

4. Completion Certification

The Authority Engineer shall:

- Verify substantial completion of the Works.
- Prepare, review, and monitor Punch List items.
- Review completion and performance test results.
- Recommend issuance of the Provisional Completion Certificate.
- Verify closure of Punch List items.
- Recommend issuance of the Completion Certificate upon fulfillment of contractual requirements.

5. Review of Operation and Maintenance Manuals

The Authority Engineer shall:

- Review and certify Operation and Maintenance Manuals.
- Verify asset registers, maintenance procedures, operational plans, warranties, and related documentation.
- Confirm adequacy of documentation prior to final handover and acceptance.

Phase 4: Contract Administration, Variations, and Payment Certification

1. Change of Scope Management

The Authority Engineer shall:

- Review Change of Scope proposals submitted by the Contractor.
- Assess technical feasibility and impacts on cost, time, quality, scope, and performance.
- Recommend approval, modification, or rejection to the Authority.

2. Rate Analysis and Valuation

The Authority Engineer shall:

- Review analyses of rates for extra, substituted, and non-scheduled items.
- Assess rates using applicable Schedule of Rates, market data, contractual provisions, and approved methodologies.
- Recommend appropriate valuation for approval by the Authority.

3. Interim Payment Certification

The Authority Engineer shall:

- Verify measurements, work quantities, and milestone achievements.
- Review Interim Payment Statements submitted by the Contractor.
- Recommend certification of admissible payments.

4. Price Adjustment Certification

The Authority Engineer shall:

- Review escalation and de-escalation claims submitted by the Contractor.
- Verify calculations in accordance with Contract provisions.
- Recommend certification of admissible price adjustments.

5. Final Payment Certification

The Authority Engineer shall:

- Review the Contractor's Final Payment Statement.
- Verify measurements, claims, recoveries, deductions, and contractual entitlements.
- Recommend certification of the Final Payment.

Phase 5: Defect Liability Period (DLP)

1. Asset Performance Monitoring

The Authority Engineer shall:

- Monitor the performance of all project assets during the Defect Liability Period.
- Conduct periodic inspections of promenades, structures, pathways, utility systems, landscaping, public amenities, and safety infrastructure.
- Verify compliance with approved O&M requirements and performance standards.

2. Post-Monsoon Structural and Flood Impact Assessment

The Authority Engineer shall:

- Conduct periodic post-monsoon inspections of riverfront infrastructure and flood-prone assets.
- Assess scour, settlement, erosion, structural defects, hydraulic damage, and deterioration resulting from flood events.
- Submit Post-Monsoon Structural and Hydraulic Performance Reports along with recommendations for remedial actions.

3. Ecological Performance and Afforestation Monitoring

The Authority Engineer shall:

- Monitor afforestation areas, ecological restoration zones, waterbodies, and environmental mitigation measures.
- Verify plantation survival rates, vegetation establishment, erosion-control performance, slope stabilization measures, and ecological health indicators.
- Ensure compliance with environmental obligations under the Contract.

4. Utility and Sustainability Performance Audit

The Authority Engineer shall:

- Assess operational performance of electrical systems, solar installations, water supply systems, wastewater treatment facilities, rainwater harvesting systems, irrigation systems, and other utility infrastructure.
- Verify efficiency, reliability, maintainability, sustainability performance, and compliance with approved benchmarks.

5. Defect Liability Period Reporting

The Authority Engineer shall:

- Prepare periodic DLP performance reports.
- Record deficiencies and non-conformities.
- Monitor corrective actions undertaken by the Contractor.
- Recommend issuance of performance certifications, compliance certificates, and Final Completion Certificates as applicable.

6. Investigation of Defects

The Authority Engineer shall:

- Investigate the root causes of defects and failures.
- Determine responsibility for rectification.
- Assess adequacy of remedial measures.
- Recommend recovery from the Contractor wherever applicable under the Contract.

Phase 6: Contract Closure, Claims, Dispute Resolution, and Documentation Management

1. Contractor Default and Contract Closure Assistance

The Authority Engineer shall:

- Monitor circumstances that may constitute Contractor Default under the Contract.
- Advise the Authority regarding contractual remedies and corrective actions.
- Assist in dispute avoidance and dispute resolution processes.
- Provide technical support during contract closure, suspension, or termination proceedings.

2. Termination Payment Assessment

The Authority Engineer shall:

- Assess completed works, partially completed assets, temporary works, materials on site, and Contractor entitlements.
- Assist the Authority in determination of termination payments in accordance with the Contract provisions.

3. Drawing and Documentation Management

The Authority Engineer shall:

- Maintain registers of drawings, revisions, submissions, and approvals.
- Review and verify as-built drawings, test certificates, inspection records, quality documentation, completion reports, O&M manuals, and asset registers.
- Ensure completeness of final handover records and project documentation.
- Certify that all contractual documentation requirements have been fulfilled prior to final closure of the Contract.

3. Final Output and Deliverables:

a. The broad deliverables of the assignment are as follows: -

Project Stage	Responsible Entity	*Institutional Deliverable & Core Technical Content	**Targeted Timeline / Frequency*
Stage 1: Inception & Baseline Studies	Consultant (Authority Engineer)	Review the documents submitted by the EPC contractor and submit the revised final report to the Authority. Inception Report & Baseline Field Investigation Dossier: Compiling primary topographic data, geotechnical borehole logs, bed material sediment profiles (d50), and existing utility networks.	T + 6 Weeks
Stage 2: Concept Master Planning	Consultant (Authority Engineer)	Review the documents submitted by the EPC contractor and submit the revised final report to the Authority NGT-Compliant Master Layout Plan & Flood Vulnerability Matrix: 2D hydrodynamic flood routing maps for 25/50/100-year return floods, establishing vertical layouts and foundation rules for the 26 components.	T + 8 Weeks

Stage 3: DPR & Technical Estimates	Consultant (Authority Engineer)	Review the documents submitted by the EPC contractor and submit the revised final report to the Authority Detailed Project Report (DPR) & Technical Sanction (TS) Dossier: Complete architectural layouts, landscape matrices, structural plans, item-wise cost analyses, and BOQs based on the OPWD Schedule of Rates (SoR).	T + 9 Weeks
Stage 4: Active Construction Supervision (24-Month Window+ DLP)	Consultant (Authority Engineer)	Review and recommendation of quantity and payment certification & Milestone Progress Claims verified quantities and construction sheets for active work blocks.	Each Month (By the 2nd of each month)
Stage 5: Active Construction Supervision (24-Month)	Consultant (Authority Engineer)	Monthly Progress Report (MPR) & Quality Assurance Dossier: Check logs, material testing (20% independent lab checks), and NGT Compliance Status Register.	Each Month (By the 5th of each month)
Stage 6: Active Construction Supervision (24-Month)	Consultant (Authority Engineer)	Seasonal Suspension Orders & Post-Monsoon Resumption Certificates: Directives of remedies of shutdown and restart inspections.	Annually (During the Monsoon)
Stage 7: Commissioning & Project Handover	Consultant (Authority Engineer)	Review and final updated As-Built Technical Engineering Drawings & Operations Portfolios as submitted by the EPC agency: Final structural drawings as per execution, utility maps, and warranty sheets	Month 24 (Construction end)
Stage 8: Commissioning & Project Handover	Consultant (Authority Engineer)	Final Project Punch List & Asset Handover Registry: Closeout actions, material certifications (porous pavers, gabions), and Completion Certificate.	Month 24 (Construction end)

- b. Inputs for all related reports, assessments, presentations and other documents as required by Authority CDA, Cuttack

'T' means effective date of the Signing of the Agreement

****Institutional Deliverables and **Targeted Timelines specified under Clause 3 are indicative in nature and are subject to revision, modification, or realignment by the Authority following the onboarding of the EPC Contractor and in accordance with the Contractor's approved work plan, project requirements, and implementation schedule***

4. PAYMENT SCHEDULE

I. For Project Supervision Services:

- a. The duration of the Consultancy shall be **24 (twenty-four)** months and may be extended on the same terms & conditions, based on requirements. Deployment of Staff shall be

subjected to approval by the Authority, which is to be decided based on the requirement of resources.

- b. **Payment shall be made on man-month basis based on actual deployment at site and office at Cuttack based on approved deployment and submission and acceptance of the deliverables requirements by CDA and man-month rate quoted by the bidder. No Work for Home deployment will be entertained.**
- c. Consultant shall deploy its Key Personnel as per the Deployment of Personnel proposed provided in the Agreement and as and when approved by CDA.
- d. Payment shall be made upon approval of work certified by the Authority, actual deployment at site, certified attendance by the CDA and submission of invoice of engagement in monthly.
- e. Quoted rate of Authority Engineer Services on person-month, person-day, person-week shall be inclusive of all other associated expenditure.
- f. No additional payments will be made for conveyance, lodging, office, stationery, equipment, overheads and all other associated contingencies.

5. MEETINGS

The Authority may review with the Consultant, any or all of the documents and advice forming part of the Consultancy, in meetings and conferences which will be held at the Authority's office. Further, the Consultant may be required to attend meetings and conferences with pre-qualified bidders or the selected bidder for projects/work under the Programme.

6. REPORTING

- a. The Consultant will work closely with the Authority. The Authority shall establish a Contract Monitoring Committee (the "CMC") to enable conduct of this assignment. CMC will play a coordinating role in dissemination of the Consultant's outputs, facilitating discussions, and ensuring required reactions and responses to the Consultant.
- b. The CMC shall be responsible for monitoring the progress of the assignment, to oversee that the assignment is carried out as per the contract, to assess the quality of the deliverables, to accept/reject any part of assignment, to levy appropriate liquidated damages or penalty if the assignment is not carried out as per the contract and if the quality of services is found inferior and for any such deficiency related to the completion of the assignment. Monitoring the progress of assignment entails following activities:
 - Issuing the notice to proceed;
 - Review of the inception phase;
 - Deciding on possible modifications to scope of work and issuing contract variations;
 - Monitoring progress of assignment, monitoring that key experts are actually employed, reports and their review including review of draft final report and the final report to ensure

that assignment (whether time- based or Lump-sum) is completed in accordance with the contract;

- Billing, payment and monitoring the expenditure vis-à-vis progress;
 - Resolving problems faced by consultants/service providers and dealing with disputes and arbitration;
 - Terminating services prior to the end of the contract;
 - Release of final payment and guarantees (if any) and closing the contract;
 - Post contract evaluation.
- c. The Consultant will prepare issue papers highlighting issues that could become critical for the timely completion of the Project and that require attention from the Authority.
- d. The Consultant is required to prepare and submit a monthly report that includes and describes, inter alia, general progress to date; data and reports obtained and reviewed, conclusions to date, if any; concerns about availability of, or access to, data, analyses, reports; questions regarding or any other matters regarding work scope and related issues; and so on. The Authority Engineer work on the Scope of Work tasks should continue while the report is under consideration and is being discussed.
- e. Regular communication with the CMC and the Team Leader is required in addition to all key communications. This may take the form of telephone/ teleconferencing, emails, faxes, and occasional meetings.

7. CONSULTANCY TEAM

The Consultancy team for the Core Scope of Services under this RFP are as follows:

Key Personnel

The consultancy team shall consist of the following key personnel (the “Key Personnel”) and Lead level Staff who shall discharge their respective responsibilities as specified below:

Proposed Key professional	Responsibility
Team Leader cum Project Management	<ul style="list-style-type: none"> • He/she will fully be responsible for supervision and administration of the project. • He/She will be responsible to ensure that the works are administrated properly, and the construction is carried out in accordance with contract documents and to the proper requirements of the client. • He/she will certify and submit monthly progress reports and monthly certificates of payment for EPC running bill. • He/she will review and evaluate with the client about work progress, quality, cost and safety of works and suggest the client for mitigation any delay of the project.

	<ul style="list-style-type: none"> • He/she will schedule the duties of his staff according to requirements of construction programme and organize and control effectively all the project supervisory staff for supervision of construction works. • He/ she Lead and manage end-to-end procurement processes, including tendering and bid evaluation for Mahanadi Water front project. • Monitor vendor performance and manage contractual obligations • Identify and mitigate risks related to procurement and contracts • Maintain proper documentation and reporting of procurement and contract activities • Any other works related to the project as required by the Authority.
Deputy Team Leader	<ul style="list-style-type: none"> • He/she will be responsible for supervision and administration of the project and Assist the Team Leader and report the same to respective client. • He/she will be responsible to ensure that the works are administrated properly, and that the construction is carried out in accordance with contract documents and to the proper requirements of the client. • He/she will review and evaluate with the client about progress, quality, cost and safety of works. • He/she will schedule the duties of his staff according to requirements of construction programme and organize and control effectively all the project supervisory staff for supervision of construction works.
Senior Architect	<ul style="list-style-type: none"> • The Architect shall be responsible to ensure the timely approval and conformance to Good for Construction (GFC) drawings, coordinate with all departments of the contractor for pre-assessment of various drawings to and prepare a risk mitigation plan in case of deviation. • In case there is a deviation from the design, the architect shall be responsible to recommend the possible changes to the Engineer in charge through the Team Leader.

<p>Environment Planner (ESG)</p>	<ul style="list-style-type: none"> • Provide technical expertise on key issues related to environmental and social impact assessment and on sustainability risks in the design, preparation, implementation and supervision taking into consideration best industry practices and standards in Industrial development domain. • Manage and conduct environmental and social safeguarding due diligence for underwriting. • Identify all key potential social and environmental impacts and risks of transactions and ensure that their magnitude and significance are well understood by stakeholders • Ensure that the policyholder understands the applicable ESG policies, guidelines and project-specific requirements, and has the necessary commitment and capacity to manage social and environmental impacts and/or risks adequately and supported by mechanisms that facilitate implementation • Conduct consultations with stakeholders in accordance with relevant policies and guidelines and be responsible for reporting on such • Report on and disseminate good practices and generated knowledge.
<p>Civil Engineer</p>	<ul style="list-style-type: none"> • Day to day supervision of the implementation work at the site and monitoring of the implementation work at the site • Manage the execution of work in coordination with execution agency to supervise and monitoring the design, planning and implementation of construction work as per GFC drawing and IS codes. • He/she shall be responsible to coordinate with various stakeholders to resolve issues related to execution and identify the project related risks. • He/she shall also intimate Team leader about potential escalations related to the safety concerns of the projects and the execution as well. Shall act as an auditor of quantities executed by the contractor as well as supposed to be executed. • Responsible for measuring all quantities and works, for keeping records of all measurements, preparing quantity calculations and payment certificates to ensure that the contractor is paid in accordance with the contract. • He will verify and confirm supporting data for payment certificates for escalation
<p>Electrical Engineer</p>	<ul style="list-style-type: none"> • The Electrical Engineer will remain responsible for all Electrical Planning, installation, testing and commissioning works as also for Fire Fighting and Fire Safety Works. • He / She will be responsible for measuring all quantities and works, for keeping records of all measurements, preparing quantity calculations and payment certificates to ensure that the contractor is paid in accordance with the contract in respect of aforesaid works. • He / She will verify and confirm supporting data for payment certificates for escalation relating to the works mentioned works.

<p>Senior Quality Control/ Assurance</p>	<ul style="list-style-type: none"> • Review of Quality Manual/ Policy of project by Contractor. • He/she will ensure project to be executed in conformance to the QAP manual. Any deviation from QAP, he/she may issue NCR on the aspect and propose rectification method approved by Engineer-in-charge as required from time to time. • Senior Quality Control / Assurance Expert will remain responsible for testing of quality of all kinds of materials (civil/ electrical/ mechanical) to be permanently provided in the project • He /She shall review all the material characterization and quality assurance, testing requirements of materials and works, validating the adequacy of the same, to guide mix designs and preparing and documenting test reports in appropriate formats.
<p>MEP Expert</p>	<ul style="list-style-type: none"> • Ensure compliance with codes and regulations and coordinate with architects and structural engineers. Ensures contractor compliance with applicable engineering codes and standards and QA/QC systems, policies, and procedures. • Oversee MEP installation, manage subcontractors, and ensure timely completion. • Reviews utility submittals including vendors, shop drawings and utility drawings, surge analysis reports and specifications for compliance with the Contract requirements and design intent. • Coordinate with other disciplines (structural, architectural) to ensure timely completion of works. • Consults with other discipline leaders to ensure the smooth flow of vital information necessary for scheduled completion of construction. • Support the needs of other discipline leads for input to their efforts. • Supports the construction management team during construction and commissioning. • Provides advice concern in design or scope changes identified for review. • Ensure systems meet safety, quality, and regulatory standards. • Prepare and maintain MEP drawings, specifications, and as-built records.
<p>Quantity Surveyor</p>	<ul style="list-style-type: none"> • QS shall review approved BoQ in the contract document and have control on quantities of each item mention in contract document. • QS shall act as an auditor of quantities executed by the contractor as well as supposed to be executed. • QS shall review all quantities as per RA bill submitted by contractor across various infrastructure like civil, mechanical, electrical, technology intervention or all other components. • The Quantity Surveyor will be responsible for measuring all quantities and works, for keeping records of all measurements, preparing quantity calculations and payment certificates to ensure that the contractor is paid in accordance with the contract.

	<ul style="list-style-type: none"> • He will verify and confirm supporting data for payment certificates for escalation.
HSE (Health-Safety-Environment)	<ul style="list-style-type: none"> • Prepare and assure project specific EHS safety program • To establish & maintain safe & healthy working environment at workplace. • Conduct workshops on safety awareness & implementation for all Engineers & project stake holders • During the site visits, checks that the different parties involved (companies, site foreman, safety officer) comply with all requirements associated with HSE (continuity of tasks, use of suitable tools, compliance with the general principles of prevention, compliance with procedures, etc). • Advice, Monitor and ensure the effective usage of PPEs by the construction Labors & staffs • Advice, Monitor and ensure the health and hygiene requirements at site • Conducting safety tool box meeting • Conduct walk through Audits & circulate reports • Prepare, maintain & Emergency response plans
Horticulture Landscape/Designer/ Planner	<ul style="list-style-type: none"> • Day to day supervision and progress monitoring of the implementation work at the site • Ensure implementation adhering to approved design and drawing • Ensuring quality of work at site as per standard practice • Ensure adherence to safety standards at site as per standard practice • Registering quantum of daily progress achieved at site
Sustainable expert	<ul style="list-style-type: none"> • Ensure the project complies with all applicable environmental regulations (MoEFCC, SPCB, EIA norms, river/waterbody guidelines) and assist in obtaining necessary statutory approvals. • Develop and implement a Sustainability Management Plan (SMP) aligned with project objectives, incorporating green infrastructure, low-impact development, and climate-responsive strategies.

	<ul style="list-style-type: none"> • Conduct/review EIA and Environmental Management Plan (EMP), identify environmental risks and recommend mitigation measures throughout project lifecycle. • Monitor on-site implementation of environmental safeguards, conduct periodic sustainability audits, and submit compliance and performance reports to the authority. • Promote efficient use of water, energy, and materials; integrate climate-resilient design solutions (flood management, stormwater systems, green buffers) for long-term sustainability of the waterfront • Coordinate with engineering teams to incorporate the Energy-efficient systems, Water conservation measures, Sustainable materials and landscape practices, River ecology protection measures
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In addition to the above Key Personnel, the consultant team may deployed Support Staff at various sites as per their requirements. Key Personnel shall co-ordinate with the CDA as and when required.

Authority Engineer Site offices with required facilities to be established by the selected bidder as per the requirement to discharge the scope of work.

Authority Engineer teams shall deployed in for each construction site for supervision and monitoring of works.

Note: -

1. ***The candidates must possess a degree or post graduate degree in engineering from a recognized university/institution.***
2. ***The degree in engineering acquired through distance learning mode shall not be considered.***
3. ***Bidders are required to submit the Curriculum Vitae (CVs) of all Key Experts along with relevant supporting documents. These documents must include:***
 - Copies of educational qualification certificates from recognized University/Institution; and
 - Experience certificates clearly demonstrate the professional background and expertise of the proposed personnel.
 - Valid document having D.O.B as proof of age (***10th Admit card/ Aadhar Card/ Passport / Driving License***)
 - 10 (ten) no's of the Key professionals shall be Payroll employees of the consulting firm (***proof of documents such as PF contribution/salary slip/Offer letter shall be submitted with TECH-8***)

These submissions shall form an integral part of the Technical Evaluation process. The credentials of the Key Experts will be thoroughly assessed for compliance with the qualification and experience requirements as specified in the bidding documents. Failure to provide complete and verifiable documentation may result in disqualification or reduced

technical scores.

Furthermore, the Key professional must meet the qualification criteria as mentioned above before being shortlisted and considered for further interview or selection by the CDA's representative.

All key personnel must report on a weekly basis to CDA's representative/Competent Authority as designated. Approval for deployment of all Key Experts must be taken from Vice Chairman. CDA shall mandatorily interview all Key Experts (as proposed in the bid document) before deployment. It is clarified that all the deployed resources shall be working for a minimum of 24 days in a calendar month and the Consultant, at the sole discretion of the client, shall ensure availability of personnels as and when required. All resources deployed at site must take official leave approval from the concerned CDA representative, before proceeding to leave, on reasons, whatsoever, applicable.

The CDA will also have the option to request the selected bidder to depute any expert, it feels necessary during the entire project duration.

SECTION: 4

TECH-1

COVERING LETTER
(ON BIDDER'S LETTER HEAD)

[Location, Date]

To,

The Vice Chairman

Cuttack Development Authority

Arunodaya Bhawan, Link Road

Cuttack – 753012, Odisha

Subject: Selection of Authority Engineer for Mahanadi Waterfront Development, Cuttack

Dear Sir/Madam,

I, the undersigned, offer to provide the services for the proposed assignment in respect to your Request for Proposal No. ___, Dated: ___. I hereby submit the proposal which includes this technical proposal. Our proposal will be valid for acceptance up to **120 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.

Yours faithfully,

Authorized Signatory with Date and Seal:

Name and Designation: _

Address of Bidder: _____ Email/ Contact No: _____

TECH -2

Bidder's Organization (General Detail)

Sl.	Description	Full
1	Name of the Bidder	
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	Registration / Incorporation Details Registration No: Date & Year. :	
5	Local office in Odisha If Yes, Please furnish contact details	Yes / No
6	Bid Processing Fee Details Amount: Online reference No. : Date: Name of the Bank:	
7	EMD Details Amount : Reference 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/ NO
11	Willing to accept all the terms and conditions as specified in the RFP	YES/ NO

Authorized Signatory with Date and Seal:

Name and Designation: _ Address of Bidder: _____ Email/ Contact No: _____

TECH – 3

(On the Letterhead of the Statutory Auditor / Independent Auditor)

Bidder Organization (Financial Details)

Financial Information in INR				
Detail	<u>FY 2022-23</u>	<u>FY 2023-24</u>	<u>FY 2024-25</u>	Average
Average Annual Turnover (in Crore) from consulting				

Supporting Documents:

Audited certified financial statements for the **last 3 (Three) FY 2022-23, 2023-24, FY 2024-25** (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 with UDIN and the authorized representative of the bidder and to be furnished in original along with the technical proposal failing which the proposal shall be outrightly rejected.

Signature and Seal of the Company Auditor with Date in original

TECH - 4

FORMAT FOR POWER OF ATTORNEY

(On Bidder's Letter Head)

I, _____, the _____ (Designation) of (Name of the Organization) in witness whereof certify that

<Name of person> is authorized to execute the attorney on behalf of **<Name of Organization>**,

<Designation of the person> of the company acting for and on behalf of the company under the authority conferred by the **<Notification / Authority order no.>** Dated **<date of reference>** has signed this Power of attorney at **<place>** on this day of **<day><month>**, **<year>**.

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

Name of the Authorized Representative:

(Signature of the Authorized Representative with Date)

CERTIFIED:

Signature, Name & Designation of person executing attorney:

Address of the Bidder:

TECH - 5

(BIDDER'S PAST EXPERIENCE DETAILS)

Table -1 (List of completed assignments only of similar nature** in any sector during last Seven years)

Sl. No.	Period of execution	Name of the Assignment with details thereof	Name of the Authority	Contract Value of the Assignment (in INR) and Duration in Month	Project Value** * in INR	Date of Award / Commencement of assignment	Date of Completion of assignment	Remarks if any
A	B	C	D	E	F	G	H	I
1								
2								
3								
4								
5								

Authorized Signatory [*In full and initials*]: _____

Name and Designation with Date and Seal: _____

Note: Bidders are to furnish the list of similar projects undertaken during the last 7 Years (preceding the due date of proposal) as per the above prescribed format only. Information not conforming to the above format will be treated as non-responsive. Copies of the Work order / Contract Document along with Completion Certificate from the previous clients need to be furnished.

*****Please refer to Section-2 of RFP for definition of Similar nature of assignments.***

*****Please refer to Section-2 of RFP for definition of Project value.***

TECH – 6
ON BIDDER' S LETTER HEAD

INFORMATION REGARDING ANY CONFLICTING ACTIVITIES AND DECLARATION
THEREOF

Are there any activities carried out by your Authority Engineer Consultant which are of conflicting nature as mentioned in Section 2: [Information to the Bidder] under Pre-Qualification Criteria: Parah (5). If yes, please furnish details of any such activities.

If no, please certify,

IN BIDDER' S LETTER HEAD

I, hereby declare that(Name of the Organization) of our Authority Engineer Consultant as Individual is not indulged in any such activities which can be termed as the conflicting activities as mentioned in **Section 2: [Information to the Bidder] under Pre-Qualification Criteria: Parah (5).**

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

Authorized Signatory [In full initials with Date and Seal]: _____

Communication Address of the Bidder: _____

TECH -7

Work Plan to undertake the assignment in Grant Chart

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

Authorized Signatory [In full and initials]: _____

Name and Designation with Date and Seal: _____

TECH - 8

Format of Curriculum Vitae (CV) for Proposed Key Personnel

1. Proposed Position:

[For each position of key personnel separate form Tech 9 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 **previous years**, also give types of activities performed and, 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 Organization	
Project Feature	
Position Held	
Position Held	

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 Personnel with Date _____

Authorized Signatory [In full and initials]: _____

Name and Designation with Date and Seal: _____

TECH-9
(On Stamp Paper)

DECLARATION ON BLACLISTING

The Bidder has to provide here a self-declaration on being blacklisted by any client, which is currently in force)

I, hereby declare that _____ (name of organization) is not blacklisted by any client during its operation/ execution of the assignment/project, which is currently in force.

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

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

Name:

Designation:

Name of Bidder/Agency:

Postal Address:

Telephone No:

E-mail:

TECH-10

BIDDER'S ORGANIZATIONAL PROFILE Which will help to understand Organization's Strength (Restrict to maximum 10 (ten) pages only)

SECTION: 5

FINANCIAL PROPOSAL SUBMISSION FORMS

Please refer to BoQ (excel file) and submit rates online only as per the BoQ uploaded in the e- tendering portal. The format of the BoQ should not be tampered.

SECTION 6
BID SUBMISSION CHECK LIST

Annexure – I

Sl. No.	Description	Submitted (Yes/No)	Page No.
TECHNICAL PROPOSAL (ORIGINAL UPLOADED)			
1.	Filled in Bid Submission Check List (ANNEXURE-I)		
2.	Covering Letter (TECH -1)		
3.	Bid Processing Fee of Rs. 11,800/- in online mode		
4.	Bid Security/EMD as applicable		
5.	General Details of the Bidder (TECH - 2)		
6.	Financial details of the Bidder (TECH - 3)		
7.	Power of Attorney (TECH - 4) in favor of the person signing the bid on behalf of the bidder.		
8.	Relevant Past Experience of Bidder (TECH 5)		
9.	Self-Declaration on Potential Conflict of Interest (TECH - 6)		
10.	Comments and Suggestions (TECH – 7)		
11.	Work Plan (TECH – 7)		
12.	CV of Key Personnel (TECH – 8)		
13.	Undertaking for not have been black-listed by any Central / State Govt./any Autonomous bodies/Private Organization during last 5 years preceding the bid submission due date (on Stamp Paper) (TECH -9)		
14.	Bidder having numbers of professionals employed in roll of company (TECH-10)		
16.	Declaration of No involvement in any legal conflicts or any pending legal issues with the CDA / tender inviting authority during last 3 years preceding the bid submission due date. (on the letterhead of the bidder)		

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 page numbered along with Index Page.*
- *All pages of the proposal have been sealed and signed by the authorized representative.*

Authorized Signatory [In full and initials]

Name and Designation with Date and Seal

Annexure – II
PERFORMANCE BANK GUARANTEE (PBG) FORMAT

To,
The Vice Chairman
Cuttack Development Authority
Arunodaya Bhawan, Link Road
Cuttack- 753012, Odisha

WHEREAS__ (Name and address of the Consultant) (hereinafter called “the Consultant”) has undertaken, in pursuance of RFP No____ dated _____ to undertake the service “**Selection of Authority Engineer for Mahanadi Waterfront Development, Cuttack**” (herein called contract) **AND WHEREAS** it has been stipulated by **the Vice Chairman, CDA** 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 Consultant such a bank guarantee; **NOW THEREFORE** we hereby affirm that we are guarantors and responsible to you, on behalf of the Consultant, up to a total of _____ (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the consultant to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

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

This performance bank guarantee shall be valid until the _day of _____, <Year>

Our branch at Cuttack (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 Cuttack branch a written claim or demand and received by us at our Cuttack branch on or before Dt _otherwise bank shall be discharged of all liabilities under this guarantee thereafter.

The guarantor/bank hereby confirms that it is on the SFMS (Structural Finance Messaging System) platform & shall invariably send an advice of this Bank Guarantee to the designated

bank of CDA details of which is as under

Sl No	Particulars	Details
1	Name of Beneficiary	
2	Name of Bank	
3	Account No	
4	IFSC Code	

(Signature of the authorized officer of the Bank)

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

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

SECTION 7
STANDARD FORM OF CONTRACT

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

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 CDA
 - 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
 - Appendix E - Duties of the CDA
 - Appendix F- Duties of the Consultant
 - Appendix G- Minutes of Negotiation Meeting and Letter for Revised Financial Quotation

CONTRACT FOR CONSULTANCY SERVICES

[Name of the Client]

Between

[Name of the Agency]

Dated:

I. Form of Contract

This CONTRACT (hereinafter called the "Contract") is made the **XXth** day of the month of **Month, Year**, between Cuttack Development Authority (CDA) through the Vice Chairman, CDA , (office address), [name of CDA] (hereinafter called the "CDA"), of the First Part and, XXXXXXXX a company duly organized and existing under the law of India and having its registered office at XXXXXXXXXXXXX, Haryana, India (hereinafter called the "Consultant") of the Second Part.

WHEREAS

- (a) the Consultant, having represented to the "CDA" 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 CDA ;
- (b) the "CDA" 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 "CDA"

Appendix F: Duties of the Consultant

Appendix G: Minutes of Negotiation Meeting and Letter for Revised Financial Quotation

2. The mutual rights and obligations of the "CDA" and the Consultant shall be as set forth in the Contract, in particular:

- (a) the Authority Engineer shall carry out and complete the Services in accordance with the

provisions of the Contract; and

- (b) the “**CDA**” 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 “Client”] (Witnesses) [Authorized Representative]

(ii)

In presence of (Witnesses)

(i)

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

II. General Conditions of Contract

1. GENERAL PROVISIONS

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

- a) "Applicable Law" means the laws and any other instruments having the force of law in Odisha for the time being.
- b) "Agency" means any private or public entity that will provide the Services to the "CDA" under the Contract.
- c) "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is the General Conditions (GC), the Special Conditions (SC) and the Appendices.
- d) "Day" means calendar day.
- e) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- f) "Foreign Currency" means any currency other than the currency of the "CDA's" country.
- g) "GC" means these General Conditions of Contract.
- h) "Government" means the Government of Odisha
- i) "Local Currency" means Indian Rupees.
- j) "notice" Written communication sent to Address for communication mentioned in contract.
- k) "Party" means the "CDA" or the Agency, as the case may be, and "Parties" means both of them.
- l) "Personnel" means professionals and support staff provided by the Agency assigned to perform the Services or any part thereof; "Foreign Personnel" means such professionals and support staff who at the time of being so provided had their domicile outside the Government's country; "Local Personnel" means such professionals and support staff who at the time of being so provided had their domicile inside the Government's country; and "Key Personnel" means the Personnel referred to in Clause GC 4.2(a).
- m) "Reimbursable expenses" means all assignment-related costs [such as travel, translation, report printing, secretarial expenses, subject to specified maximum limits in the Contract].
- n) "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented.
- o) "Services" means the work to be performed by the Agency pursuant to this Contract, as described in Appendix A hereto.
- p) "Third Party" means any person or entity other than the "CDA", or the Agency.
- q) "In writing" means communicated in written form with proof of receipt.
- r) "CMC" means Contract management Committee set up by Authority to Monitor the project

1.2 Relationship Between the Parties

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the “CDA” and the Consultant. The Consultant, subject to this Contract, has 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 laws of India.

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

1.5 Notices

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

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

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

1.7 Authority of Lead Partner : In case the Consultant consists of a joint venture/consortium/ association of more than one entity, the Members hereby authorize the entity specified (Lead Consultant) in the SC to act on their behalf in exercising all the Consultant’s rights and obligations towards the “CDA” under this Contract, including without limitation the receiving of instructions and payments from the “CDA”. However, each member or constituent of Consortium of Consultant shall be jointly and severally liable for all obligations of the Consultant under the Contract.

1.8 Authorized Representatives: Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the “CDA” or the Consultant may be taken or executed by the officials specified in the SC.

Taxes and Duties: The Consultant, Sub-Consultants and Personnel shall be liable to pay such direct and indirect taxes, duties, fees and other impositions levied under the applicable laws of India.

1.9 Fraud and Corruption

1.9.1 Definitions: It is the CDA’s policy to require that CDAs as well as Consultants observe the highest standard of ethics during the execution of the Contract. In pursuance of this policy, the CDA defines, for the purpose of this provision, the terms set forth below as follows:

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

1.9.2 Measures to be taken by the CDA

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

1.9.3 Commissions and Fees

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

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

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

2.2 Termination of Contract for Failure to Become Effective: If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as specified in the SC, either Party may, by not less than twenty one (21) days 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 Consultant shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.

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

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

2.6 Modifications or Variations:

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

2.7 Force Majeure

2.7.1 Definition

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

2.7.2 No Breach of Contract:

The failure of a Party to 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 continue to perform its obligations under the Contract as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- b. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- c. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- d. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the "CDA", shall either:
 - i. demobilize, or
 - ii. continue with the Services to the extent possible, in which case the Consultant shall continue to be paid proportionately and on prorata basis, under the terms of this Contract.
- e. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC8.

2.8 Suspension :

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

2.9 Termination

2.9.1 Termination By the "CDA": The "CDA" may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (h) of this Clause GC 2.9.1.1.

- a. If the Consultant fails to remedy any failure in the performance of its obligations under this

Contract within thirty (30) days of receipt of a notice of suspension issued pursuant to Clause GC 2.8 or within such extended period as may be approved by CDA in writing;

- b. If the Consultant becomes insolvent, bankrupt, or enters into liquidation, receivership or any analogous proceeding, whether compulsory or voluntary, which materially affects its ability to perform the Services. In case of a consortium, this shall apply to any Member whose role is material to the performance of the Services;
- c. If the Consultant fails to comply with any final and binding decision or award arising out of arbitration proceedings under Clause GC 8;
- d. If, in the opinion of CDA, the Consultant has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in the selection process or in execution of this Contract;
- e. If the Consultant has submitted false or misleading information or made any misrepresentation that has a material effect on the rights, obligations or interests of the CDA;
- f. If the Consultant is found to be in a situation of conflict of interest or fails to promptly disclose any actual or potential conflict of interest;
- g. If the Consultant fails to perform the Services in accordance with the required standards of quality, diligence and professional competence as set out in this Contract. In such case:
 - i. The Contract Monitoring Committee (CMC) shall record reasons in writing;
 - ii. The Consultant shall be given one (1) opportunity and a reasonable cure period (not exceeding 30 days) to improve performance;
 - iii. Failure to rectify deficiencies within such period shall constitute grounds for termination;
- h. If, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a continuous period of not less than sixty (60) days;
- i. If the CDA, at its sole discretion and for convenience, decides to terminate the Contract without assigning any reason.

2.9.1.1 In such an occurrence the "CDA" shall give a not less than thirty (30) days' written notice of termination to the Consultants, and sixty (60) days' in case of the event referred to in 2.9.1(h).

2.9.1.2 In case of termination under Clause 2.9.1(i) (Termination for Convenience), the Consultant shall be compensated in accordance with Clause 2.9.5.

Termination By the Consultant: The Consultant may terminate this Contract by giving not less than thirty (30) days' written notice to the CDA upon occurrence of any of the following events:

- a. If the CDA fails to make any undisputed payment due under this Contract within forty-five (45) days after receipt of written notice from the Consultant that such payment is overdue;
- b. If, as a result of Force Majeure, the Consultant is unable to perform a material portion of the

Services for a continuous period of not less than sixty (60) days;

- c. If the CDA fails to comply with any final and binding decision or award arising out of arbitration proceedings under Clause GC 8;
- d. If the CDA commits a material breach of its obligations under this Contract and fails to remedy such breach within forty-five (45) days (or such extended period as may be agreed) after receipt of notice from the Consultant specifying the breach.

2.9.2 Consequences of Termination:

Upon termination of this Contract for any reason:

- a. The Consultant shall comply with Clause 2.9.4 (Cessation of Services);
- b. The CDA shall make payments in accordance with Clause 2.9.5 (Payment upon Termination);
- c. Termination shall not affect accrued rights and obligations of the Parties, including provisions relating to confidentiality, indemnity, liability, audit and dispute resolution.

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 Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.6 hereof, and (iv) any right which a Party may have under the Law.

2.9.4 Cessation of Services: Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Consultant 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 Consultant and equipment and materials furnished by the "CDA", the Consultant 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 2.9.1 or 2.9.2, the CDA shall make the following payments to the Consultant:

- a. In case of termination under Clauses 2.9.1(g), (h), (i) or Termination by the consultant:
 - i. Remuneration for Services satisfactorily performed up to the effective date of termination;
 - ii. Reimbursement of expenditures actually and reasonably incurred prior to the effective date of termination;

- iii. In case of termination for convenience under Clause 2.9.1(i), reasonable demobilization costs, if applicable.
- b. In case of termination due to Consultant's default under Clauses 2.9.1(a) to (f):
 - i. Payment shall be limited to Services satisfactorily performed and accepted by CDA;
 - ii. CDA may recover additional costs incurred for completion of Services through alternate arrangements;
 - iii. CDA may impose liquidated damages in accordance with Clause 9;
 - iv. CDA may, at its discretion, consider payment on a quantum meruit basis for Services of demonstrable economic value
- c. All payments shall be subject to adjustment of any dues, recoveries, penalties or liquidated damages.

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

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

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

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

3.2.1 Consultant not to benefit from Commissions, Discounts, etc. :

- a. The payment of the Consultant pursuant to Clause GC 6 hereof shall constitute the

Consultant's only payment in connection with this Contract and, subject to Clause GC 3.2.2 hereof, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-Consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional payment.

- b. Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the "CDA" on the procurement of goods, works or services, the Consultant shall comply with the CDA's applicable procurement guidelines, and shall at all times exercise such responsibility in the best interest of the "CDA". Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the "CDA".

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

3.2.3 Prohibition of Conflicting Activities : The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

3.3 Confidentiality : Except with the prior written consent of the "CDA", the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and its Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

3.4 Insurance to be Taken out by the Consultant : The Consultant (i) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain insurance, at their (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the "CDA", insurance against the risks, and for the coverage specified in the SC, and (ii) at the "CDA's request, shall provide evidence to the "CDA" showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

3.5 Accounting, Inspection and Auditing: The Consultant (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and (ii) shall periodically permit the "CDA" or its designated representative and/or the CDA, and up to five years from

expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the "CDA" or the CDA, if so required by the "CDA" or the CDA as the case may be.

3.6 Consultant's Actions Requiring "CDA's Prior Approval: The Consultant shall obtain the "CDA's prior approval in writing before taking any of the following actions:

- (a) Any change or addition to the Personnel listed in Appendix C.
- (b) **Subcontracts:** the Consultant may subcontract work relating to the Services to an extent and with such experts and entities as may be approved in advance by the "CDA". Notwithstanding such approval, the Consultant shall always retain full responsibility for the Services. In the event that any Sub-Consultants are found by the "CDA" to be incompetent or incapable or undesirable in discharging assigned duties, the "CDA" may request the Consultant to provide a replacement, with qualifications and experience acceptable to the "CDA", or to resume the performance of the Services itself.

3.7 Reporting Obligations: The Consultant shall submit to the "CDA" the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix. Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.

3.8 Documents Prepared by the Consultant to be the Property of the "CDA" : All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultant for the "CDA" under this Contract shall become and remain the property of the "CDA", and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the "CDA", together with a detailed inventory thereof. The Consultant may retain a copy of such documents, but shall not use anywhere, without taking permission, in writing, from the CDA and the CDA reserves right to grant or deny any such request. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of any such computer programs, the Consultant shall obtain the "CDA's prior written approval to such agreements, and the "CDA" shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.

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

3.10 Equipment and Materials Provided by the Consultants: Equipment or materials brought into the Government's country by the Consultant and the Personnel and used either for the Project or personal use shall remain the property of the Consultant or the Personnel concerned, as applicable.

4. CONSULTANTS' PERSONNEL AND SUB-CONSULTANTS

4.1 General: The Consultant 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 title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Consultant's Key Personnel are as per the consultant's proposal and are described in Appendix C. If any of the Key Personnel has already been approved by the "CDA", his/her name is listed as well.
- b. If required to comply with the provisions of Clause GC 3.1.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix C may be made by the Consultant by written notice to the "CDA", provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more 10% than 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 "CDA'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 "CDA" and the Consultant. In case where payments under this Contract exceed the ceilings set forth in Clause GC 6.1(b) of this Contract, this will be explicitly mentioned in the agreement.

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

4.4 Removal and/or Replacement of Personnel:

- a. Except as the "CDA" may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications.

- b. If the “CDA” (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 Consultant shall, at the “CDA’s written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the “CDA”.
- c. Any of the Personnel provided as a replacement under Clauses (a) and (b) above, as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Consultants may wish to claim as a result of such replacement, shall be subject to the prior written approval by the “CDA”. The rate of remuneration applicable to a replacement person will be the rate of remuneration paid to the replacement person. Also (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

4.5 Resident Project Manager: If required by the SC, the Consultant shall ensure that at all times during the Consultant’s performance of the Services a resident project manager, acceptable to the “CDA”, shall take charge of the performance of such Services.

5. OBLIGATIONS OF THE “CDA”

5.1 Assistance and Exemptions: Unless otherwise specified in the SC, the “CDA” shall use its best efforts to ensure that the Government shall:

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

5.2 Change in the Applicable Law Related to Taxes and Duties : If, after the date of this Contract, there is any change in the Applicable Laws of India with respect to taxes and duties, which are directly payable by the consultant for providing the services i.e. service tax or any such applicable tax from time to time, which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall

be made to the ceiling amounts specified in Clause GC 6.1(b).

5.3 Services, Facilities and Property of the “CDA”:

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

5.4 Payment: In consideration of the Services performed by the Consultant under this Contract, the “CDA” shall make to the Consultant such payments and in such manner as is provided by Clause GC 6 of this Contract.

5.5 Counterpart Personnel:

- a. If necessary, the “CDA” shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the “CDA” with the Consultant’s advice, if specified in Appendix E.
- b. Professional and support counterpart personnel, excluding “CDA’s liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the “CDA” shall not unreasonably refuse to act upon such request.

6. PAYMENTS TO THE CONSULTANT

6.1 Total Cost of the Services

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

6.2 Currency of Payment: All payments shall be made in Indian Rupees. [In case the payment is to be made in the currency other than Indian Rupees, the same shall be mentioned instead of Indian Rupees]

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

- a. The consultant shall submit the invoice for payment when the payment is due as per the agreed terms. The payment shall be released as per the work-related milestones achieved and as per the specified percentage as per SC12.
- b. Once a milestone is completed, the consultant shall submit the requisite deliverables as specified in this Contract. The CDA shall release the requisite payment upon acceptance of the deliverables. However, if the CDA fails to intimate acceptance of the deliverables or its objections thereto, within 30 days of receipt of it, the CDA shall release the payment to the consultant without further delay.
- c. Final Payment: The final payment as specified in SC 12 shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the "CDA". The Services shall be deemed completed and finally accepted by the "CDA" and the final report and final statement shall be deemed approved by the "CDA" as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the "CDA" unless the "CDA", within such ninety (90) day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final statement. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount, which the "CDA" 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 Consultant to the "CDA" within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the "CDA" for reimbursement must be made within twelve (12) calendar months after receipt by the "CDA" of a final report and a final statement approved by the "CDA" in accordance with the above.
- d. For the purpose of payment under Clause 6.3 (b) above, acceptance means; acceptance of the deliverables by the CDA after submission by the consultant and the consultant has made presentation to the CMC/CDA (Mention this if presentation is required) with /without modifications to be communicated in writing by the CDA to the consultant.
- e. If the deliverables submitted by the consultant are not acceptable to the CDA / CMC, reasons for such non-acceptance should be recorded in writing; the CDA shall not release the payment due to the consultant. This is without prejudicing the CDA's right to levy any liquidated damages under clause 9. In such case, the payment will be released to the consultant only after it re- submits the deliverable, and which is accepted by the CDA.
- f. All payments under this Contract shall be made to the accounts of the Consultant specified in the SC.
- g. With the exception of the final payment under (c) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder, unless the acceptance has been communicated by the CDA to the consultant in writing and the

consultant has made necessary changes as per the comments / suggestions of the CDA communicated to the Consultant.

- h. In case of early termination of the contract, the payment shall be made to the consultant as mentioned herewith:
- i. Assessment should be made about work done from the previous milestone, for which the payment is made or to be made till the date of the termination. The consultant shall provide the details of persons reasonably worked during this period with supporting documents. Based on such details, the remuneration shall be calculated based on the man month rate as specified.
- ii. A reasonable assessment of the reimbursable and miscellaneous expenses shall be made based on details furnished by the consultant in this regard with supporting documents and based on the assessment of the work done and the respective rates as provided. Wherever such an assessment is difficult, the rates should be arrived at by calculating the amount on pro-rata basis. The total amount payable shall be the amount calculated as per (i) and (ii) above plus any applicable tax.

7. FAIRNESS AND GOOD FAITH

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

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

8. SETTLEMENT OF DISPUTES

Procedure for Settlement of Disputes:

- 8.1 In case of Dispute or difference arising between the CDA and the contractor relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996.
- 8.2 Dispute Resolution: Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in clause 8.4
- 8.3 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect

of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all no privileged records, information and data pertaining to any Dispute.

8.4 Conciliation: In the event of any Dispute between the Parties, either Party may call upon the Authority's Engineer, or such other person as the Parties may mutually agree upon (the "Conciliator") to mediate and assist the Parties in arriving at an amicable settlement thereof. Failing mediation by the Conciliator or without the intervention of the Conciliator, either Party may require such Dispute to be referred to the Chairman of the Authority and the Chairman of the Board of Directors of the Contractor for amicable settlement, and upon such reference, the said persons shall meet no later than 7 (seven) business days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 30 (thirty) business day period or the Dispute is not amicably settled within 30 (thirty) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 8.2 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 8.4 but before resorting to such arbitration, arbit the parties agree to explore conciliation by the Conciliation Committees of Independent Experts set up by the Authority in accordance with the procedure decided by the panel of such experts and notified by the Authority on its website including its subsequent amendments. In the event of the conciliation proceedings being successful, the parties to the dispute would sign the written settlement agreement and the conciliators would authenticate the same. Such settlement agreement would then be binding on the parties in terms of Section 73 of the Arbitration Act. In case of failure of the conciliation process even at the level of the Conciliation Committee, either party may refer the Dispute to arbitration in accordance with the provisions of Clause 8.4.

8.5 Arbitration:

- I. Any dispute which remains unresolved between the parties through the mechanisms available/ prescribed in the Agreement, irrespective of any claim value, which has not been agreed upon/reached settlement by the parties, will be referred to the Arbitral Tribunal as per the Arbitration and Conciliation Act.
- II. The Arbitral Tribunal shall make a reasoned award (the "Award"). Any Award made in any arbitration held pursuant to this Article 8 shall be final and binding on the Parties as from the date it is made, & the Contractor & the Authority agree & undertake to carry out such Award without delay.

The Contractor and the Authority agree that an Award may be enforced against the Contractor and/or the Authority, as the case may be, and their respective assets wherever situated.

- III. This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder. Further, the parties unconditionally acknowledge and agree that notwithstanding any dispute between them, each

Party shall proceed with the performance of its respective obligations, pending resolution of Dispute in accordance with this Article.

IV. In the event the party against whom the Award has been granted challenges the Award for any reason in a court of law, it shall make an interim payment to the other party for an amount equal to 75% of the Award, pending final settlement of the dispute. The aforesaid amount shall be paid forthwith upon furnishing an irrevocable Bank Guarantee for a sum equal to 120% of the aforesaid amount. Upon final settlement of the dispute the aforesaid interim payment shall be adjusted and any balance amount due to be paid or returned, as the case may be, shall be paid or returned with interest calculated at the rate of 10% per annum from the date of interim payment to the date of final settlement of such balance.

8.6 Adjudication by Regulatory Authority, Tribunal or Commission: In the event of constitution of a statutory regulatory authority, tribunal or commission, as the case may be, with powers to adjudicate upon disputes between the Contractor and the Authority, all Disputes arising after such constitution shall, instead of reference to arbitration under Clause 8.4, be adjudicated upon by such regulatory authority, tribunal or commission in accordance with the Applicable Law and all references to Dispute Resolution Procedure shall be construed accordingly. For the avoidance of doubt, the Parties hereto agree that the adjudication hereunder shall not be final and binding until an appeal against such adjudication has been decided by an appellate tribunal or court of competent jurisdiction, as the case may be, or no such appeal has been preferred within the time specified in the Applicable Law.

9. LIQUIDATED DAMAGES

9.1 The parties hereby agree that due to negligence of act of any party, if the other party suffers losses, damages the quantification of which may be difficult, and hence the amount specified hereunder shall be construed as reasonable estimate of the damages and both the parties agree to pay such liquidated damages, as defined hereunder as per the provisions of this Contract.

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

The liquidated damages shall be applicable under following circumstances:

9.2.1 If the deliverables are not submitted as per schedule as specified in SC 11, the Consultant shall be liable to pay 1% the fee of that particular work for delay of each week or part thereof.

9.2.2 If the deliverables are not acceptable to the CDA as mentioned in Clause 6.3 (f), and defects are not rectified to the satisfaction of the CDA within 30 days of the receipt of the notice, the Consultant shall be liable for Liquidated Damages for an amount equal to 1% of the fee of that particular work for delay for every week or part thereof for the delay.

10. MISCELLANEOUS PROVISIONS:

10.1 "Nothing contained in this Contract shall be construed

10.2 d as establishing or creating between the Parties, a relationship of master and servant or

principal and agent.

- 10.3 Any failure or delay on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- 10.4 The Consultant shall notify the CDA of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.
- 10.5 Each member/constituent of the Consultant, in case of a consortium, shall be jointly and severally liable to and responsible for all obligations towards the CDA/Government for performance of works/services including that of its Associates/Sub Contractors under the Contract.
- 10.6 The Consultant shall at all times indemnify and keep indemnified the CDA against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.
- 10.7 The Consultant shall at all times indemnify and keep indemnified the CDA against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Contractor's/Consultant's) employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Contractor/Consultant.
- 10.8 The Consultant shall at all times indemnify and keep indemnified the CDA against any and all claims by Employees, Workman, Contractors, sub- contractors, suppliers, agent(s), employed engaged or otherwise working for the Contractor, in respect of wages, salaries, remuneration, compensation or the like.
- 10.9 All claims regarding indemnity shall survive the termination or expiry of the Contract.
- 10.10 It is acknowledged and agreed by all Parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the Consultant for any engagement, service or employment in any capacity in any office or establishment of the Government of India or the CDA.

III. Special Conditions of Contract:

SC Clause	Ref. of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1	1.5	The addresses are: 1. Client: Attention: _____ Facsimile: _____ 2. Agency: Attention: _____ Facsimile: _____

2	1.7	<p>Lead Partner is [insert name of member].</p> <p>Note: If the Agency 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 should be inserted here. If the Agency consists only of one entity, this Clause SC 1.8 should be deleted from the SC.</p>
3	1.8	<p>The Authorized Representatives are:</p> <p>For the "Client": _____</p> <p>For the Agency: _____</p>
4	2.1	<p>The effectiveness conditions are the following: [insert conditions].</p> <p>Note: List here any conditions of effectiveness of the Contract, e.g., approval of the Contract by the Client, Client's approval of Agency's proposals for appointment of specified key staff members, effectiveness of Client Loan, receipt by Agency of advance payment, and by Client 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.</p>
5	2.2	<p>The time period shall be Three Months.</p>
6	2.3	<p>The time period shall be 30 days from the Date of issue of LoA.</p>
7	2.4	<p>The time period shall be 36 Months.</p>
8	3.4	<p>Limitation of the Agency's Liability towards the Client.</p> <p>Notes:</p> <p>1. If the Parties agree that the Agency's liability should simply be governed by the Applicable Laws of India, delete this Clause SC 3.4 from the SC.</p> <p>2. If the Parties wish to limit or partially exclude the Agency's liability to the Client, any limitation should be reasonably related to: (a) the damage the Agency might potentially cause to the Client, and (b) the Agency's ability to pay compensation using its own assets and reasonably obtainable insurance coverage.</p> <p>The Agency's liability should not be limited to less than a multiplier of the total payments made to the Agency under the Contract for remuneration and reimbursable expenses. A statement that the Agency is liable only for re-performance of faulty Services is not acceptable. The Agency's liability should never be limited for loss or damage caused by gross negligence or willful misconduct.</p>

9	3.5	<p>The risks and the insurance coverage shall be as follows: (Delete/modify whichever is not applicable)</p> <p>(a) Third-party motor vehicle liability insurance with minimum coverage of [insert amount and currency].</p> <p>(b) Third-party liability insurance with minimum coverage of [insert amount and currency].</p> <p>(c) Professional liability insurance to cover losses suffered by the Client due to professional services provided by the Agency, with minimum coverage of [insert amount and currency].</p> <p>(d) Workers' compensation insurance for Agency and Sub-Agency personnel in accordance with Applicable Laws of India, along with life, health, accident, travel, or other appropriate insurance.</p> <p>(e) Insurance against loss of or damage to: (i) equipment purchased wholly or partly with Contract funds; (ii) Agency property used in performing the Services; and (iii) documents prepared by the Agency in performing the Services; caused by theft, fire, or natural calamity.</p> <p>Note: If there are no additional actions, delete Clause SC 3.6. If Services include supervision of civil works, insert:</p> <p>"Taking any action under a civil works contract designating the Agency as 'Engineer', for which action, pursuant to such civil works contract, the written approval of the Client 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> <p>For lump-sum contracts, payment will be made based on milestones indicated for each activity as below.</p>
14	8.3	<p>The Arbitration proceedings shall take place in [insert name of the city], India.</p>

11. PAYMENT SCHEDULE

- a. The duration of the Consultancy shall be 24 (twenty-four) months and may be extended on the same terms & conditions, based on requirements. Deployment of Staff shall be subjected to approval by the Authority, which is to be decided based on the requirement of resources.
- b. **Payment shall be made on man-month basis based on actual deployment at site and office at Cuttack based on approved deployment and submission and acceptance of the deliverables requirements by CDA and man-month rate quoted by the bidder. No Work for Home deployment will be entertained.**
- c. Consultant shall deploy its Key Personnel as per the Deployment of Personnel proposed provided in the Agreement and as and when approved by CDA.
- d. Payment shall be made upon approval of work certified by the Authority, actual deployment at site, certified attendance by the CDA and submission of invoice of engagement in monthly.
- e. Quoted rate of Authority Engineer Services on person-month, person-day, person-week shall be inclusive of all other associated expenditure.
- f. No additional payments will be made for conveyance, lodging, office, stationery, equipment, overheads and all other associated contingencies.

<Insert BoQ>

II. APPENDICES

Appendix A: Description of the Services

Details as per TOR

Appendix B: Reporting Requirements

Please refer TOR

Appendix C: Staffing Schedule

The Consultants Key personnel and all other Professional / Sub Professional / Support Staff / Sub-Consultancy personnel shall work on all working days as per Government of Odisha Calendar and as required by the CDA for completion of work. The Consultant shall work as per the work program of the Contractor. In this context, in case the work plan of the Consultant needs suitable modifications, the same shall be carried out and submitted to the CDA for consideration. The Consultants hours of work normally shall match with that of Contractor's activities on the site. No extra remuneration shall be claimed or paid for extra hours of work required in the interest of Project completion.

Appendix D: Total Cost of Services

Appendix E: Duties of the “CDA”

Please refer TOR

SECTION 8
PROCEDURE UNDER E-TENDERING

Procedure to participate in online bidding- e-procurement

1. PARTICIPATING IN THE BID IN THE E-PROCUREMENT PORTAL:

The Contractor/Bidder intending to participate in the bid is required to register in the Portal using his /her active personal/ official e-mail ID as his Login ID and attach his/her valid Digital Signature Certificate (DSC) to his/her unique Login ID. The DSC used must be of appropriate class (Class II or Class III) issued from a registered Certifying Authority such as n-Code, Sify, TCS, MTNL etc. He/ She has to submit the relevant information as asked for about the firm/ contractor. The portal registration of the bidder/ firm is to be authenticated by the State Procurement Cell after verification of original valid certificates/ documents such as (i) PAN and (ii) Registration Certificate (RC)/ GST Registration Certificate and GSTIN (for procurement of goods) of the concerned bidder. The time period of validity in the portal is at par with validity of RC/ GST Registration Certificate and GSTIN. Any change of information by the bidder is to be re-authenticated by the State Procurement Cell. After successful authentication bidder can participate in the online bidding process.

Contractor not registered with Government of Odisha, can participate in the e-procurement after necessary enrollment in the portal but have to subsequently register themselves with the appropriate registering authority of the State Government before award of the work as per prevalent registration norms of the State.

- a) To log on to the portal the Contractor/Bidder is required to type his/her username and password. The system will again ask to select the DSC and confirm it with the password of DSC. For each login, a user's DSC will be validated against its date of validity and also against the Certificate Revocation List (CRL) of respective CAs stored in system database. The system checks the unique ID, password and DSC combination and authenticates the login process for use of portal.
- b) The tender documents uploaded by the Tender Inviting Officer in the website <https://tendersodisha.gov.in> will appear at the "Active Tenders" Section of the homepage. Only a small notification will be published in the newspaper specifying the work details along with mention of the specific website for details. The publication of the tender will be for specific period of time till the last date of submission of bids as mentioned in the 'Invitation for Bid' after which the same will be removed from the list of Active tenders. Any bidder can view or download the bid documents from the web site.
- c) Contractor exempted from payment of EMD will be able to participate in the tender directly by uploading documentary evidences towards his eligibility for such exemption.
- d) The software application has the provision of payment of cost of tender document through payment gateways of authorized bankers by directly debiting the account of the bidders.

1.1 Furnishing scanned copy of such documents is mandatory along with the tender documents

otherwise his/her bid shall be declared as non-responsive and thus liable for rejection. Bidders participating through Joint Venture shall declare the authorized signatory through Memorandum of Understanding duly registered and enroll in the portal in the name and style of the joint venture company. It is mandatory that the DSC issued in the name of the authorized signatory is used in the portal.

- 1.2 In the case of any failure, malfunction, or breakdown of the electronic system used during the e-procurement process, the tender inviting officer shall not accept any responsibility for failures or breakdowns other than in those systems strictly within their own control.
- 1.3 Any third party/company/person under a service contract for operation of e-procurement system in the State or his/their subsidiaries or their parent companies shall be ineligible to participate in the procurement processes that are undertaken through the e-procurement system irrespective of who operates the system.
- 1.4 For submission of Bids through the E-Procurement Portal, the bidder shall upload the scanned copy/copies of document in prescribed format wherever warranted in support of eligibility criteria and qualification information. The online bidder shall have to produce the original documents in support of the scanned copies and statements uploaded in the portal before the specified date as per DTCN.
- 1.5 Each bidder shall submit only one bid for one package. A bid is said to be complete if accompanied by cost of bid document and appropriate bid security. The system shall consider only the last bid submitted through the E-Procurement portal.
- 1.6 The bidder may ask question related to tender online in the e-procurement portal using his/her DSC, provided the questions are raised within the period of seeking clarification as mentioned in tender call notice/Bid. The Officer inviting the Bid/ Procurement Officer- Publisher will clarify queries related to the tender.
- 1.7 The details of drawings and documents pertaining to the works available with the officer inviting the Bid as well as in the office of the Superintending Engineer and Executive Engineer as mentioned in the Contract Data will be open for inspection by the bidders. The bidder is required to download all the documents for preparation of his bid. It is not necessary for the part of the Bidder to up-load other Bid documents (after signing) while up-loading his bid. He is required to upload documents related to his eligibility criteria and qualification information and Bill of Quantities duly filled in. It is assumed that while participating in the bid, the bidder has referred all the drawings and documents. Seeking any revision of rates or backing out of the bid claiming for not having referred to any or all documents provided in the Bid by the Officer Inviting the Bid will be construed as plea to disrupt the bidding process and in such cases the bid security shall be forfeited.
- 1.8 Any addendum / corrigendum/ cancellation of tender shall be published in the website <https://tendersodisha.gov.in>, notice board and through paper publication and such notice shall

form part of the bidding documents.

- 1.9 The system generates mail to those bidders who have already uploaded their tenders and those bidders if they wish can modify their tenders. The bidders are required to which the website till last date and time of bid submission for any addendum/ corrigendum/ cancellation thereof. Tender inviting authority is not responsible for communication failure of system generated mail. All the volumes/documents shall be uploaded / provided in the portal by the Officer inviting the bid. The bidder shall carefully go through the document and prepare the required documents and upload the scanned documents in Portable Document Format to the portal in the designated locations of Technical Bid. He will fill up the rates of items or percentage in the BOQ downloaded for the work in designated Cell and uploads the same in designated locations of Financial Bid. Bidders are to submit only the original BoQ uploaded by publisher after entering the relevant fields without any alteration/deletion/modification. Multiple BoQ submission shall lead to cancellation of bid. In case of item rate tender, bidders shall fill in their rates other than Zero value in the specified cells. In the percentage rate tender, the bidder quoting Zero value is valid and will be taken as Schedule of Rates. Submission of document shall be effected by using DSC of appropriate class.
2. PAYMENT OF EMD/ BID SECURITY AND COST OF BID DOCUMENTS:

The Bidder shall furnish, as part of his Bid, a Bid security for the amount mentioned under NIT/Contract Data in online mode. Non-submission of bid security within the designated period shall debar the bidder from participating in the on-line bidding system and his portal registration shall be cancelled. His name shall also be informed to the registering authority for cancellation of his registration.
- 2.1 The EMD or Bid Security payable along with the bid is 2-5% of the estimated contract value (ECV) or as mentioned in the bid document.
- 2.2 Deleted.
- 2.3 The tender accepting authority will verify the originals of all the scanned documents of the successful lowest bidder only within 5 days of opening of the tender (price bid). In the eventuality of failure on the part of the lowest successful bidder to procedure the original documents, he will be debarred in future from participating in tender for 3 years and will be blacklisted by the competent authority. In such as situation, successful L-2 bidder will be required to produce his original documents for consideration of his tender at the negotiated rate equal to L1 bidder.
- 2.4 Contractor exempted from payment of EMD will be able to participate in the tender directly by uploading documentary evidences towards his eligibility for such exemption.
- 2.5 Government of Odisha has introduced e-payment gateway in to the portal for payment of cost of Bid and Bid Security/ Earnest Money Deposit. The process of using e-payment gateway is mentioned in the "Procedure for Electronic receipt, accounting and reporting of Cost of Tender Paper and Earnest Money Deposit on submission of bids". .

3. FORMAT AND SIGNING OF BID:

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

The bidder can download the tender of his choice and save it in his system and undertake the necessary preparatory work off-line and upload the completed tender at his convenience within the final date and time of submission. The bidder shall only submit single copy of the required documents and Price Bid in the portal. In the Financial bid, the bidder cannot leave any figure blank. He has to only write the figures; the words will be self-generated. The Bidders are advised to upload the completed Bid document well ahead of the last date & time of receipt to avoid any last moment problem of power failures etc.

- 3.1 The Bidder shall go through the Bid carefully and list the documents those are asked for submission. He shall prepare all documents including Declaration form, price bid etc and store in the system.
- 3.2 The bidder shall log on to the portal with his DSC and move to the desired tender for uploading the documents in appropriate place one by one simultaneously checking the documents. Once the Bidder makes sure that all the documents have been up-loaded in appropriate place he clicks the submit button to submit the bid to the portal.
- 3.3 The bids once submitted cannot be retrieved or corrected. Tender cannot be pre-opened and cannot be submitted after due date and time. Therefore, only after satisfying that all the documents have been uploaded, the Bidder should activate submit button.
- 3.4 In the e-procurement process each processes are time stamped. The system can identify each individual who has entered in to the portal for any bid and the time of entering in to the portal.
- 3.5 The Bidder should ensure clarity of the document uploaded by him to the portal especially the scanned documents by taking out sample printing. Non-submission of legible documents may render the bid non-responsive. However, the Officer inviting the Bid if so desires can ask for legible copies or original copies for verification with in a stipulated period provided such document in no way alters the Bidder's price bid. If the Bidder fails to submit the original documents with in the stipulated date, his bid security shall be forfeited.

4. SUBMISSION OF BIDS:-

- 4.1 The bidder shall carefully go through the tender and prepare the required documents. The bid shall have a Technical Bid and a Financial Bid. The Technical bid generally consists of GSTIN, PAN, Registration Certificate, Affidavits, Profit Loss statement, Joint venture agreement, List of similar nature of works, work in hand , list of machineries and any other information required

by OIT. The Financial Bid shall consist of the Bill of Quantities (BOQ) and any other price related information/ undertaking including rebates.

- 4.2 Bidders are to submit only the original BOQ (in .xls format) uploaded by Procurement Officer Publisher (Officer Inviting Tender) after entering the relevant fields without any alteration/ deletion/ modification. Multiple BOQ submission by bidder shall lead to cancellation of bid. In case of items rate tender , bidders shall fill in their rates other than zero value in the specified cells without keeping it blank. In the percentage rate tender the bidder quoting zero percentage is valid and will be taken at par with the estimated rate of the work put to tender.
- 4.3 The bidder shall upload the scanned copy/ copies of document in support of eligibility criteria and qualification information in prescribed format in Portable Document Format (PDF) to the portal in the designated locations of Technical Bid.
- 4.4 The bidder shall write his name in the space provided in the specified location in the Protected Bill of Quantities (BOQ) published by the Officer Inviting Tender. The bidder shall type rates in figure only in the rate column of respective items(s) without any blank cell in the rate column in case of item rate tender and type percentage excess or less up to two decimal place only in case of percentage rate tender.
- 4.5 The bidder shall log to the portal with his/ her DSC and move to the desired tender for uploading the documents in appropriate place one by one simultaneously checking the documents.
- 4.6 Bids cannot be submitted after due date and time. The bids once submitted cannot be viewed, retrieved or corrected. The Bidder should ensure correctness of the Bid prior to uploading and take print out of the system generated summary of submission to confirm successful uploading of bid. The bids cannot be opened even by the OIT or the Procurement Officer Publisher/ opener before the due date and time of opening.
- 4.7 Each process in the e-procurement is time stamped and the system can defect the time of log in of each user including the Bidder.
- 4.8 The Bidder should ensure clarity/ legibility of the document uploaded by him to the portal.
- 4.9 The system shall require all the mandatory forms and fields filled up by the contractor during the process of submission of the bid/ tender.
- 4.10 The bidder should check the system generated confirmation statement on the status of the submission.
- 4.11 The bidder should upload sufficiently ahead of the bid closure time to avoid traffic rush and failure in the network.
- 4.12 The Tender Inviting Officer is not responsible for any failure, malfunction or breakdown of the electronic system used during the e-procurement process.
- 4.13 The Bidder is required to upload documents related to his eligibility criteria and qualification

information and Bill of Quantity duly filled in. It is not necessary for the part of the bidder to upload the drawing and the other Bid documents (after signing) while uploading his bid. It is assumed that the bidder has referred all the drawings and documents uploaded by the Officer Inviting the Bid.

4.14 The Bidder will not be able to submit his bid after expiry of the date and time of submission of bid (server time). The date and time of bid submission shall remain unaltered even if the specified date for the submission of bids declared as a holiday for the Officer Inviting the Bid.

4.15 The 'Online bidder' shall digitally sign on all statement's documents, certificates uploaded by him, owning responsibility for their correctness/ authenticity as per IT ACT 2000. If any of the information furnished by the bidder is found to be false/ fabricated/bogus, his EMD/BID Security shall stand forfeited and his registration in the portal shall be blocked and the bidder is liable to be blacklisted.

5. SECURITY OF BID SUBMISSION:

a. All bid data uploaded by the Bidder to the portal will be encrypted by the DSC of the opener(s). The system shall require all the mandatory forms and fields filled up by the contractor during the process of submission of the bid/tender.

b. The Bid shall be received in encrypted format by the system which can only be decrypted/ opened by the authorized openers only on or after the due date and time.

6. DEADLINE FOR SUBMISSION OF THE BIDS :

6.1 The online bidding will remain active till the last date and time of the bid submission. Once the date and time (Server date and time) is over, the bidder will not be able to submit the bid. The date & time of bid submission shall remain unaltered even if the specified date for the submission of bids declared as a holiday for the Officer inviting the Bid.

7. RESUBMISSION AND WITHDRAWAL OF BIDS :

7.1 Resubmission of bid by the Bidders for any number of times before the final date and time of submission is allowed.

7.2 Resubmission of bid shall require uploading of all documents including price bid afresh.

7.3 If the bidder fails to submit his modified bids within the pre-defined time of receipt, the system shall consider only the last bid submitted.

8. LATE BIDS :

8.1 The system shall reject submission of any bid through portal after closure of the receipt time. For all purpose the server time displayed in the e-procurement portal shall be the time to be followed by the bidder and concerned officers.

9. MODIFICATION AND WITHDRAWAL OF BIDS :

9.1 In the E-Procurement Portal, it is allowed to modify the bid any number of times before the final date and time of submission. The bidder shall have to log on to the system and resubmit

the documents as asked for by the system including the price bid. In doing so, the bids already submitted by the bidder will be removed automatically from the system and the latest bid only will be admitted. But the bidder should avoid modification of bid at the last moment to avoid system failure or malfunction of internet or traffic jam or power failure. If the bidder fails to submit his modified bids within the designated time of receipt, the bid already in the system shall be taken for evaluation.

9.2 In the E-Procurement Portal, withdrawal of bid is allowed. But in such case he has to write a letter with appropriate reasons for his withdrawal addressed to the Officer inviting the bid and upload the scanned document to portal in the respective bid before the closure date and time of receipt of the bid. The system shall not allow any withdrawal after expiry of the closure time of the bid.

10. OPENING OF THE BID:

10.1 Bid opening date is specified during tender creation or can be extended with corrigendum.

This date is available in IFB, tender document as well as the home page of portal. Bid opening can be done by the authorized users which are defined during the tender publication / approval stage. The bids are encrypted using their public keys and can be decrypted only on or after the Bid Opening due date and time. The bid opener's private key will be required to open the bids and all the openers have to log on to the portal during that time.

10.1.1 The bidders who participated in the on line bidding can witness opening of the bid from any system logging on to the portal with the DSC away from opening place. Contractors are not required to be present during the bid opening at the opening location if they so desire.

10.1.2 Each activity is date and time stamped with user details. For time stamping, server time is taken as the reference.

10.2 In the event of the specified date of bid opening being declared a holiday for the Officer inviting the Bid/Engineer-in-Charge, the bids will be opened at the appointed time on the next working day.

10.3 In case bids are invited for more than one package, the order for opening of the "Bid" shall be that in which they appear in the "Invitation for Bid".

10.4 The Bid openers; who have been pre-defined shall log on to the portal with their respective DSC. Unless all the Officers who have been declared as Opening officers, log on to the portal with their DSC the Tender cannot be opened.

10.5 In case of non-responsive tender the officer Inviting tender should complete the e-Procurement process by uploading the official letter for cancellation/ re-tender.

11. EVALUATION OF BIDS:

11.1 All the opened bids shall be downloaded and printed for taking up evaluation. The officer authorized to open the tender shall sign and number on each page of the documents downloaded and furnish a certificate that "the documents as available in the portal containing

nos. of pages”.

- 11.2 After opening of technical bid, the bidder may be asked in writing / online (in their registered e-mail ID) to clarify on the uploaded documents provided in the Technical Bid, if necessary, with respect to any doubts or illegible documents required for Technical Evaluation. The Officer Inviting Tender may ask for any other document of historical nature during Technical Evaluation of the tender. Provided in all such cases, furnishing of any document in no way alters the bidders price bid. Non submission of legible documents may render the bid non- responsive. The authority inviting bid may reserve the right to accept any additional document.
- 11.3 The bidders will respond in not more than 7 days of issue of the clarification letter, failing which the bid of the bidder will be evaluated on its own merit
- 11.4 Immediately, on receipt of these clarifications, the Evaluating Officers; predefined in the system for the bid, will finalize the list of responsive bidders. They will log on to the site with their DSC and record their comments on the Technical evaluation page in the system. The Officer Inviting the Bid if also the accepting authority, shall log on to the system with his digital signature and check the technical evaluation. He can either accept or pass on to the evaluating officers for re-evaluation. Upon acceptance of technical evaluation by the Accepting authority in the system, the system shall automatically generate letter to all the responsive bidders and the system shall forward the letter to all the responsive bidder that their technical bid has been evaluated responsive with respect to the data/information furnished by him and the letter shall also intimate him the date & time of opening of financial bid. The system shall also inform the non-responsive bidders in their e-mail ID that their bid has been found non-responsive.
- 11.5 The Technical evaluation of all the bids shall be carried out up as per the information furnished by the Bidders. But evaluation of the bid does not exonerate the bidders from checking their original documents and if at a later date the bidder is found to have misled the evaluation through wrong information, action as per relevant clause of DTCN shall be taken against the bidder/contractor.
- 11.6 The Procurement officer-Evaluators will evaluate bid and finalized list of responsive bidders.
- 11.7 Opening of price bid and evaluation of lowest bidder is subject to satisfaction of other qualification information.
- 11.8 The financial bids of the technically responsive bidders shall be opened on the due date of opening. The Procurement Officer-Openers shall log on to the system in sequence and open the financial bids.
- 11.9 The Financial Bid will be opened on the notified date & time in the presence of bidders or their authorized representative who wish to be present.
- 11.10 At the time of opening of “Financial Bid”, the names of the bidders whose technical bids were found responsive will be announced and the bids of only those bidders will be opened. The remaining bids will be rejected.

- 11.11 The responsive bidders' name, the bid prices, the item wise rates, the total amount of each item in case the item rate tender and percentage above or less in case of percentage rate tenders will be announced. any discounts and withdrawals, and such other details as the officer inviting the tender may consider appropriate, will be announced by him or his authorized representatives at the time of opening.
- 11.12 Rebate/discount offer if any uploaded to the system shall be declared and recorded first.
- 11.13 The Financial bid of the bidders shall be opened one by one by the designated officers. The system shall auto-generate the Comparative statement.
- 11.14 The Bidder can witness the principal activities and view the documents/summary reports for that particular work by logging on to the portal with his DSC from anywhere.
- 11.15 Procurement Officer-Openers shall sign on each page of the download BOQ and the Comparative Statement and furnish a certificate to that respect.
- 11.16 System provides an option to Procurement Officer Publisher for reconsidering the rejected bid with the approval of concern Chief Engineer/ Head of Department.

12. CLARIFICATION AND NEGOTIATION OF BIDS:

- 12.1 For examination, evaluation, and comparison of bids, the officer inviting the bid may, at his discretion, ask the lowest bidder for clarification of his rates including reduction of rate on negotiation and breakdowns of unit rates.
- 12.2 On opening of the price bid the system shall arrange the financial bids in order of their value (L1 first, followed by L2, L3) for subsequent evaluation. The evaluation status (Sheet) will be visible to all the participating bidders after opening on their respective logins. Each activity is recorded in the system with date and time stamping.

13. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT:

- 13.1 In the E-Procurement Portal, the system shall generate the template of award letter and the Officer Inviting the Bid shall mention the amount of Performance Security and additional security required to be furnished in the letter and intimate the bidders in his email ID.
- 13.2 The CDA/ Engineer-in-Charge shall notify acceptance of the work prior to expiry of the validity period by cable, telex or facsimile or e-mail confirmed by registered letter. This letter of Acceptance will state the sum that the Engineer-in-Charge will pay the contractor in consideration of execution and completion of the works by the contractor as prescribed by the contract and the amount of performance security and Additional Performance Security required to be furnished. The issue of the letter of Acceptance shall be treated as closure of the Bid process and commencement of the contract.
- 13.3 The Contractor after furnishing the required acceptable Performance Security and Additional Performance Security, " Letter of Proceed" or "Work Order" shall be issued by the Engineer-in-Charge with copy thereof to the Procurement Officer-Publisher. The Procurement Officer-Publisher shall upload the summery and declare the process as complete.

13.4 If the L1 bidder does not turn up for agreement after finalisation of the tender then he shall be debarred from participation in bidding for three years and action will be taken to blacklist the contractor. Besides the consortium/ JV/firm where such an agency/ firm already happens to be or is going to be a partner/ member/ proprietor , he/ they shall neither be allowed for participation in bidding for three years nor his/ their application will be considered for registration and action will be initiated to blacklist him/ them. In that case, the L2 bidder, if fulfils other required criteria would be called for drawing agreement for execution of work subject to condition that the L2 bidder negotiates at par with the quoted y the L1 bidder, otherwise the tender will be cancelled.

14. BLOCKING OF PORTAL REGISTRATION

14.1 If the registration Certificate of the contractor is cancelled/ suspended by the registering authority/ blacklisted by the competent authority his portal registration shall be blocked automatically on receipt of information to that effect.

14.2 The portal registration blocked in the ground mentioned in the above Para- 11.1 shall be unblocked automatically in receipt of revocation order of cancellation/ suspension/ blacklisting from the concerned authority.

14.3 The Officer Inviting Tender shall make due inquiry and issue show cause notice to the concerned contractor who in turn shall furnish his reply, if any, within a fortnight from the date of issue of show cause notice. Thereafter the Officer Inviting Tender is required to issue an intimation to the defaulting bidder about his unsatisfactory reply and recommend to the Chief Manager (Tech) for blocking of portal registration within 10 days of intimation to the defaulting bidder regarding his unsatisfactory reply with intimation to the Registering Authority and concerned Chief Engineer/ Heads of Office if any of the following provisions are violated.

14.4 Fails to furnish original Technical Documents before the designated officer within the stipulated date and time.

14.5 Backs out from the bid on any day after the last date of receipt of tender till expiry of the bid validity period (including till the extended bid validity period)

14.6 Fails to execute the agreement within the stipulated date.

14.7 If any of the information furnished by the bidder is found to be false/ fabricated/ bogus.

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

14.9 The minimum period of blocking of Portal Registration shall in no case be less than 180 days.

DISCLAIMER

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

**Vice Chairman
Cuttack Development Authority**