

RFP Identification No: CE-Bldg-I-06/2026-27

REQUEST FOR PROPOSAL

**Name of the work: Supervision Consultancy Services for
“Construction of New Govt. Ayurvedic Medical College in
Mouza-Murugaghutu, P.S.- Rairangpur in the district of
Mayurbhanj, Odisha on Turnkey Basis”**

Chief Engineer(Buildings),
Office of the EIC (Civil)
Nirman Soudha
Keshari Nagar, Unit –V,
Bhubaneswar – 751019, Odisha
Contact No.: 0674 – 2391523



E-mail [ID: cebuildings_orissa@yahoo.co.in](mailto:cebuildings_orissa@yahoo.co.in)
cebuildings@rediffmail.com
Tel. -(0674)- 2391523

**OFFICE OF THE ENGINEER-IN-CHIEF (CIVIL), ODISHA
NIRMAN SOUDHA, UNIT-V, BHUBANESWAR
INVITATIONS FOR BIDS (IFB)**

File No-B-IV-H-(Ayur.)-04/2025

Lr. No.- 24917

/ Bhubaneswar

10th July, 2026

Invitation for Bids

REQUEST FOR PROPOSAL (RFP)

RFP Identification No: CE-Bldg-I-06/2026-27

Chief Engineer, Buildings-I, Odisha on behalf of Government of Odisha invites proposals from experienced and reputed Consulting firms to provide Consultancy Services for Supervision Works.

1.	Supervision Consultancy Services for the following 2 Nos. of works		
	(1) Construction of New Govt. Ayurvedic Medical College in Mouza-Murugaghutu, P.S.- Rairangpur in the district of Mayurbhanj, Odisha on Turnkey Basis.		
	(2) Construction of District Court Complex (B+G+4) at Dhenkanal on Turnkey Basis.		
2.	Nature of work	:	Supervision Consultancy Services
3.	Bid Cost.	:	₹.10,000/- (Each)
4.	Availability of Bid Documents in the website	:	From 22.07.2026 to 05:00 PM of 06.08.2026
5.	Pre-bid Meeting	:	Dt. 31.07.2025 at 11:30 AM.
6.	Date of Opening of Bid	:	Dt. 07.08.2026 at 11:30 AM.
7.	The Bidders have to participate in ONLINE bidding only and bidder must possess compatible Digital Signature Certificate (DSC) of Class-II or Class-III. Further details can be seen from the website: https://tendersodisha.gov.in . Any addendum / corrigendum / cancellation of tender can also be seen in the said website.		

Sd/-
Chief Engineer, Buildings-I, Odisha,
Bhubaneswar

Memo No. 24918

Dt. 10-07-2026

Copy to the Deputy Director (Advertisement) & Deputy Secretary to Govt., I. & P.R. Dept., Odisha, Bhubaneswar, with a request to get the Invitation For Bids (IFB) published in one no of leading Odia Daily and one no of National English Daily Newspapers (All edition) at an early date for wide circulation.

Since, the date of receipt of bids starts from **dt.22.07.2026**, it is requested that the "Invitation For Bids" may be published on or before **dt.15.07.2026**.

Complementary copies of the Newspapers containing Invitation For Bids (IFB) may please be sent to this office for reference and record.

Encl : **C.D. containing the IFB : 1 no**

Sd/-
Chief Engineer, Buildings-I, Odisha,
Bhubaneswar

DISCLAIMER

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

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

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

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

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

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

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

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

DATASHEET

Sl.No.	Particulars	Details
1.	Name of the Client/ Employer	Chief Engineer (Buildings-I), Odisha, Bhubaneswar, on behalf of Government of Odisha (Works Department)
2.	Method of Selection	Least cost selection(LCS)
3.	Proposal Bid Validity	120 Days
4.	Date of Issue of RFP	22.07.2026
5.	Deadline for Submission of Pre-Proposal / Pre-Bid Queries Query	31.07.2026 at 11:30 A.M.
6.	Proposal Due Date	06.08.2026 up to 05:30 P.M.
7.	Date of opening of Technical Proposal	07.08.2026 at 11:30 A.M.
8.	Date of opening of Financial Proposal	To be intimated later
9.	Expected Date of Commencement of Assignment	To be intimated later
10.	Bid Processing Fee(Non-Refundable)	Rs. 10,000/- (Rupees Ten Thousand) only (including GST) through online mode only as prescribed in e-procurement procedure annexed as Section-8.
11.	Earnest Money Deposit(EMD)	2,00,000/-(Rupees Two lakh) only
12.	Performance Bank Guarantee (PBG)	10 % of the Consultancy Fee

Sl.No.	Particulars	Details
13.	Contact Person	Chief Engineer Building, O/o the EIC(Civil),Odisha Keshari Nagar, Unit -V Bhubaneswar – 751019, Odisha Contact No.: 0674 – 2391523 Email Id: cebuildings_orissa@yahoo.co.in
14.	Place of Opening of Proposal:	Chief Engineer Building, O/o the EIC(Civil),Odisha Keshari Nagar, Unit -V Bhubaneswar – 751019, Odisha Contact No.: 0674 – 2391523 Email Id: cebuildings_orissa@yahoo.co.in
15.	Name of the Engineer	Superintending Engineer, Rairangpur (R&B) Division, Rairangpur.

RFP can be downloaded from : www.tendersodisha.gov.in

SECTION: 1

LETTER OF INVITATION

LETTER OF INVITATION

Name of the Assignment: **Supervision Consultancy Services for “Construction of New Govt. Ayurvedic Medical College in Mouza-Murugaghutu, P.S.- Rairangpur in the district of Mayurbhanj, Odisha on Turnkey Basis”**

The **Chief Engineer, Buildings-I, Odisha**, Office of the EIC (Civil), Nirman Soudha, Bhubaneswar(the “Authority”), in accordance with the provisions under the Guidelines for Engagement of Consultants and Outsourcing of Services issued in the Office Memorandum No. 37323/F Dt. 30.11.2018 of the Finance Department, now invites reputed agencies, for the above assignment.

1. A bidder will be selected under **Least Cost Selection** procedure as prescribed in the RFP Document.
2. This is an e-tendering process by Government of Odisha. 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.
3. Evaluation of the proposals shall be made as per the evaluation criteria mentioned in the RFP prior to opening of financial proposal.
4. 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 Client may reject the Proposal.
5. The proposal, complete in all respect as specified in the RFP Document, must be accompanied with a **non-refundable** amount of **Rs. 10,000/- (Ten thousand only)** towards **Bid Processing Fee** and Earnest Money Deposit (EMD) amount of **Rs. 2,00,000/- (Rupees Two lakh) only**, as prescribed in the RFP (Clause-2, Section-2) failing which the bid will be rejected.
6. The Consultants 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.
7. The physically proposals will not be accepted, as the application has to submit the proposal through on-line mode within the stipulated date and time as mentioned in the RFP.
8. The last date and time for submission of proposal, complete in all respect, on the tender portal, complete in all respects, is as per the Bidder Data Sheet and the date of opening of the technical proposal is as mentioned in the Bidder Data Sheet, which will be done in the

presence of the bidder's representative at the specified address as mentioned in the Bidder Data Sheet (Sl. no.16). Representatives of the bidders may attend the meeting with due authorization letter on behalf of the bidder.

9. This RFP includes following sections:

- a. Letter of Invitation [Section - 1]
- b. Information to the Bidder [Section - 2]
- c. Terms of Reference [Section - 3]
- d. Technical Proposal Submission Forms [Section - 4]
- e. Financial Proposal Submission Forms [Section -5]
- f. Bid Submission Checklist[**Section-6**]
- g. Standard Form of Contract[**Section-7**]
- h. Procedure under E-Tendering [**Section-8**]
- i. Annexure [Bid Submission Checklist& Performance Bank Guarantee Format and any other relevant assignment related material needs to be provided]

10. While all information/data given in the RFP are accurate within the consideration of scope of the proposed assignment to the best of the Client's knowledge, the Client holds no responsibility for accuracy of information and it is the responsibility of the bidder / consortium of consultants to check the validity of information/data included in this RFP. The Client reserves the right to accept / reject any / all proposals / cancel the entire selection process at any stage without assigning any reason thereof.

Chief Engineer (Buildings-I), Odisha

SECTION: 2

INSTRUCTION TO BIDDERS

1. Pre-Qualification Criteria:

Before opening and evaluation of the technical proposals, each bidder / consortium of consultants will be assessed based on the following pre-qualification criteria. The bidder / consortium of consultants 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.

Sl. No.	Eligibility Criteria	Supportive Documents
1.	Bidder must be a Company as registered under Indian Companies Act, 2013 or a Society registered under The Societies Registration Act, 1860 or a Trust registered under the Indian Trusts Act, 1882 or a Partnership Firm registered under the Indian Partnership Act, 1932 or a Limited Liability Partnership registered under The Limited Liability Partnership Act, 2008 or a Proprietorship firm registered under relevant act / laws.	Certificate of Incorporation / Partnership deed
2.	The bidder should have been in business of Supervision Consultancy Services / Programme Management Consultancy / Project Management Consultancy Services (for infrastructure / construction projects) for at least 10 years from the date of Incorporation on the last date of submission of the proposal.	TECH-5

Sl. No.	Eligibility Criteria	Supportive Documents
3.	Bidder must have successfully completed*at least One (1) assignments of similar* nature (Each having Project Value $\geq$ INR 71 Crores**, in the infrastructure construction sector under Central / State Govt. / Externally Aided Projects / Public Sector Undertakings (PSUs) / Autonomous bodies operated under Govt. administrative control during the last 7 Years as on the due date of bid submission. <i>* Similar works refers to Programme Management Consultancy / Project Management Consultancy services / Authority Engineer / Independent Engineer (including but not limited to project monitoring, supervision, planning, design etc.) for projects related to building construction works as individual or combined projects.</i> <i>** 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. Item wise break up of buildings/road etc. to be specified.</i>	TECH -5, Copies of Completion Certificate / Letter of Completion from the employer certifying the completion.
4.	The average financial turnover must be at least INR 4.5 Crores from consulting / advisory business only during the last 3 financial years (ending 31 st March 2026).	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.
5.	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.	Self declaration from the Bidder as per the format (TECH - 6)

Sl. No.	Eligibility Criteria	Supportive Documents
6.	The bidders shall submit a Power of Attorney in favour of the bidder's representative. In case of companies and LLP, Board Resolution shall be considered instead of Power of Attorney	Copy of Power of attorney. (TECH - 4).

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

2. **Documents/ Formats needs to be submitted along with TECHNICAL PROPOSAL:**

The bidder / consortium of consultants have to furnish the following documents duly signed in along with their Technical Proposal:

- Filled in Bid Submission Check List in Original (Annexure-I)
 - Covering letter (TECH– 1) on bidder's letterhead requesting to participate in the selection process.
 - Bid Processing Fee & Earnest Money Deposit (EMD) / Bid Security Declaration(Tech-11) as applicable (Not applicable for this project)
 - General Details of the Bidder (TECH – 2)
 - Power of Attorney (TECH – 4) in favour of the person signing the bid on behalf of the bidder.
 - Undertaking for not having been black-listed by any Central / State Government / Any other autonomous bodies/ International & National Organization in the recent past on the letterhead of the bidder
 - Self-Declaration regarding Conflict of Interest (TECH - 6)
 - Comments and Suggestions on the Terms of Reference / Scope of Work and Counterpart Staff and Facilities to be provided by the Client (TECH - 7)
 - Approach, Methodology& Work Plan to undertake the assignment (TECH - 8)
 - CV of Key Personnel as per TOR (TECH - 9)
 - Proposed Work Plan to carry out the assignment (TECH - 10)
 - Declaration of No involvement in any legal conflicts or any pending legal issues with the Client during last 3 years. (On the letterhead of the bidder)

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

3. Bid Processing Fee:

The bidder must furnish as part of technical proposal, the required bid processing fee amounting to **Rs.10,000/-(Ten Thousand Rupees Only)** through online mode of transaction as prescribed in the RFP failing which the bid will be rejected.

4. Earnest Money Deposit:

The Bidder shall furnish, as part of the technical proposal, an Earnest Money Deposit(EMD) for an amount of **Rs. 2.00 Lakh (Rupees Two lakh)only** in online mode.

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

- Bidder withdraws its proposal during the bid validity period as specified in RFP
- Bidder does not respond to requests for clarification of its proposal.
- Bidder fails to provide required information during the evaluation process or is found to be non-responsive or has submitted false information in support of its qualification.
- If the bidder fails to
 - provide any clarifications to the Client
 - agrees to the decisions of the contract negotiation meeting
 - sign the contract within the prescribed time period
 - furnish required Performance Bank Guarantee in time.
- Any other circumstance which holds the interest of the Client during the overall selection process.

5. Validity of the Proposal:

Proposals shall remain valid for a period of **120(One hundred twenty) days** from the date of opening of the technical proposal. The Client reserves the rights to reject a proposal valid for a shorter period as non-responsive and will make the best efforts to finalize the selection process and award of the contract within the bid validity period. The bid validity period may be extended on mutual consent.

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 Client through e-mail at cebuildings_orissa@yahoo.co.in till the timeline as per Bidder Data Sheet. Clarifications to the above will be **uploaded on the tender portal of Government of Odisha www.tendersodisha.gov.in** for the purpose of preparation of proposal.

There will be no pre-proposal meeting.

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 the format prescribed in Section 4 of the RFP, including all documents.
- (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 Clause 7.1(ii)A(a) above on the Tender Portal before **5:30 PM IST** on the Proposal Submission due date as specified in Data Sheet. Financial Proposal as specified in clause 7.1(ii) A (b) is to be submitted online only & no hard copy is to be submitted.
- (iv) It may be noted that the scanned copies can be prepared in PDF file format for Technical Proposal and in excel format 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 Client will not consider any proposal that arrives after the deadline as prescribed in the Bidder Data Sheet. Any Proposal received after the deadline will be out rightly rejected by the Client.

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

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(if any) should hold Power of Attorney from the Digital Signatory, else the bid shall be considered non-responsive.
- (iv) The Financial Proposal 7.1 (ii) A (b) will be opened for the technically qualified bidders who qualify for financial opening as per RFP. The date of opening of Financial Proposal will be notified later.

9. Evaluation of Proposal:

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

- **Preliminary Evaluation (1st Stage):** Preliminary evaluation of the proposals will be done to determine whether the proposal comply to the prescribed eligibility condition and the

requisite documents / information have been properly furnished by the bidder or not. Submission of following documents / information will be verified:

- Filled in Bid Submission Check List in Original (Annexure-I)
- Covering letter (TECH – 1) on bidder's letterhead requesting to participate in the selection process.
- Bid Processing Fee & Earnest Money Deposit (EMD) as applicable.
- Certificate of Incorporation/ Partnership deed
- General Details of the Bidder (TECH – 2).
- Power of Attorney (TECH – 4) in favour of the person signing the bid on behalf of the bidder (as per instruction in pre-qualification section of the RFP)
- Self-Declaration on Conflict of Interest (TECH - 6).
- Comments and Suggestions on the Terms of Reference / Scope of Work and Counterpart Staff and Facilities to be provided by the Client (TECH - 7)
- Approach, Methodology & Work Plan to undertake the assignment (TECH - 8)
- CV of Key Personnel as per TOR (TECH - 9)
- Proposed Work Plan to carry out the assignment (TECH - 10)
- Bid Security Declaration Form (Tech-11) **(Not applicable for this project)**
- Undertaking for not having been black-listed by any Central / State Government /Any other Autonomous Bodies/ International & National Organization in the recent past.
- All the pages of the proposal and enclosures/attachments are signed by the authorized representative of the bidder.
- Any pending legal issues / involvement in legal conflicts in last 3 years.
- Copy of PAN
- Copy of GSTIN

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

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

S. N.	Evaluation Criteria	Maximum Marks
1	Specific Experience of the consultant relevant to the assignment	15
1.1	The bidder should have a minimum annual average turnover (from consulting / advisory business) of at least INR 4.5 Crores in the last 3 Financial Years (ending 31st March 2026) Average Annual Turnover (last 3 years) (from consulting / advisory business) • Rs 1.00 Crores – 7 Marks • Additional Marks: 1 Mark for every additional turnover of Rs 0.15 Crore above Rs 1.00 Crore, subject to a maximum of 3 Mark	10
1.2	The bidder must have successfully completed supervision consultancy	5

	services or similar work for at least one major multi-storeyed RCC framed structures in civil engineering infrastructure projects, having a project value of not less than Rs. 71 Crores during the last seven (7) years as on the due date of bid submission. The projects should have been executed in the infrastructure construction sector under Central Government / State Government / Externally Aided Projects / Public Sector Undertakings (PSUs) / Autonomous Bodies operating under Government administrative control. For definition of ‘successful completion’, ‘project of similar nature’ and ‘project cost’, please refer to Section-2, Clause 1, point 3 of table. • For 1 completed projects conforming to the given conditions – 3.5 Marks • For <u>each</u> additional project conforming to the above conditions – 1.5 Marks (maximum 1.5 marks)			
2	Evaluation of Key Personnel			
	Designation	Requirement in No.	Mark/ Person	Total Mark/ Designation
2.1	Team leader-cum-Structural Design Expert	1	10	10
2.2	Supervision Engineer (Civil)-cum-Quantity Surveyor	1	8	8
2.3	Material-cum-Quality Control	1	8	8
2.4	Supervision Engineer (Electrical)	1	7	7
2.5	Supervision Engineer (PH)	1	7	7
2.6	Architect	1	8	8
2.7	Safety Engineer	1	7	7
3	Technical Presentation - Adequacy of the proposed ‘Approach & Methodology’ and ‘Work Plan’ in response to the TOR			
	30			

(i). Evaluation criteria for Key Personnel is as follows:

Educational Qualification	--	20%
Minimum Total Experience	--	30%
Relevant Sector Experience	--	50%

(ii). A Proposal shall be rejected if the **Team leader-cum-Structural Design Expert** scores less than **70% (seventy per cent) marks**. In case any other Key Personnel, other than the **Team leader-cum-Structural Design Expert**, who scores less than 70% marks, he would have to be replaced during negotiations, with a better candidate who, in the opinion of the Authority, would score 70% (seventy per cent) or above. **Such replacement is limited to 30% of the total Key-personnel.**

- (iii). **Date, time and venue for Technical Presentation shall intimated later.**
- (iv). In the first stage, the Technical Proposal will be evaluated based on the parameters stated above. 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 **75 subject to minimum 60% marks in each criteria.**

- **FINANCIAL EVALUATION(3rd Stage):**The financial proposals of the bidders qualifying the technical evaluation (2nd Stage) only shall be opened at this stage in the presence of the bidder's representative who wishes to attend the meeting with proper authorization letter. The name of the bidder along with the quoted financial price will be announced during the meeting.

10. Evaluation Process:

Least Cost Selection method will be followed during the overall selection process. The financial bids of qualified bidders will be opened on the prescribed date in the presence of bidders' representatives. The bidder, who submits the lowest financial price bid shall be adjudged as the **L1 bidder** and shall be called for further process leading to the award of the contract. However, such process does not convey any assurance of awarding the bid in favour of the L1 bidder. Only fixed price financial bids indicating total price for all the deliverables and services specified in this RFP document will be considered. **In case of a tie with respect to the bid price for L1, the bidder having higher technical score will be considered the preferred bidder.**

The bid price shall be exclusive of GST and shall be in Indian Rupees. GST will be paid by the client as per the applicable rate under GST Act from time to time.

Prices quoted in the bid must be firm and final, and shall not be subject to any modifications on any account whatsoever. The **CEC (Consultant Evaluation Committee)** will correct any computational errors. When correcting computational errors, in case of discrepancy between partial amount and the total amount, or between **word and figures the former will prevail**. All required items must be priced accordingly in the financial bid.

For the purpose of evaluation, the **total evaluated cost shall be exclusive of GST** but including all other taxes and duties, expenses, such as travel, accommodation, logistics, training/workshop, preparation of reports / formats, printing & other secretarial and overhead expenses etc.

11. Performance Bank Guarantee (PBG):

Within 7 days of notifying the acceptance of a proposal for award of contract, the qualified bidder shall have to furnish a Performance Bank Guarantee amounting to **10%** of the contract value from a scheduled commercial bank situated in Bhubaneswar pledged in favour of the **Superintending Engineer, Rairangpur (R&B) Division, Rairangpur** 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 PBG. The PBG shall be released immediately after three months of expiry of contract provided there is no breach of contract on the part of the qualified bidder. No interest shall be paid on the PBG.

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

The contract will be valid for 24 months from the date of effectiveness of the contract and will be extended on mutual consent.

In case of early completion of any project i.e. before end of contract of consultancy, engagement of staffs in the respective project will be curtailed. The Department will intimate the consultant regarding de-mobilization of any staff, 1 month prior to any de-mobilization.

Similarly, the supervision staffs may be increased as per the requirement of the client at any project with 1 month prior notice from the client. The additional cost shall be paid with same terms and conditions of the contract.

The staffs can be shifted/ transferred from one project to the other project as per necessity with same contractual conditions.

14. Conflict of Interest :

Conflict of interest exists in the event of:

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

15. Disclosure :

- a. Bidders have an obligation to disclose any actual or potential conflict of interest. Failure to do so may lead to disqualification of the bidder or termination of its contract.

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

16. Anti-corruption Measure :

- a. Any effort by Bidder(s) to influence the Client in the evaluation and ranking of financial proposals, and recommendation for award of contract, will result in the rejection of the proposal.
- b. A recommendation for award of Contract shall be rejected if it is determined that the recommended bidder has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question. In such cases, the Client shall blacklist the bidder either indefinitely or for a stated period of time, disqualifying it from participating in any related bidding process for the said period.

17. Language of Proposals :

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

18. Cost of bidding :

The Bidder shall bear all costs associated with the preparation and submission of its proposal. The Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. Bidder/s is/are 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 **Bhubaneswar** 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 Client holds the option for cancellation of the contract for pending activities and complete the same from any other agency. The Client may deduct such sum from any money from their hands due or become due to bidder. The payment or deduction of such sums shall not relieve the bidder from his obligations and liabilities under the contract. The rights and obligations of the Client and the bidder under this contract will be governed by the prevailing laws of Government of India / Government of Odisha. **Failure on bidder's part to furnish the deliverables as per the agreed time line will enforce a penalty @ 1% per week, subject to maximum of 10% of the total contract value.** The amount will be deducted from the subsequent payment. In addition, **the PBG amount shall 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.

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 Client's antifraud and corruption policy. During the execution of the assignment except with prior written consent of the Client, the consultant or its personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the contract.

22. Amendment of the RFP Document:

At any time before submission of proposals, the Client 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 Client may, at its discretion, extend the deadline for the submission of the proposals.

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

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

24. Copyright, Patents and Other Proprietary Rights:

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

25. Replacement of Key Personnel:

The key professionals to be deployed under this contract must be dedicated in nature. However, the Client reserves the right to request the Consultant to replace the assigned personnel if they are not performing to a level of satisfaction. After written notification, the Consultant will provide CV of appropriate candidates within Seven (7) days for review and approval. The Consultant must replace the personnel within thirty (30) calendar days from the date of approval of replacement. The existing personnel shall continue to be deployed and function as required

until such replacement is made available. If one or more key personnel become unavailable / leave the project for any reason midway under the contract, the Consultant must notify the Client at least fourteen (14) days in advance and obtain the approval prior to making any substitution. In notifying the Client, the Consultant shall provide an explanation of circumstances necessitating the proposed replacement and submit justification and qualification of replacement personnel in sufficient detail to permit evaluation of the impact on the engagement. Acceptance of a replacement person by the Client shall not relieve the consultant from responsibility for failure to meet the requirements of the contract.

Allowable change limit for key professional is once (1) for the entire project duration of **24 months. Replacements of Key Personnel are not encouraged for the first 4 months.**

Change in key professionals beyond the allowable limit of the contract leads to implication of liquidated damage of 10% of the total remuneration of the particular professional. Reasons for change in key professionals for reasons beyond the control of the **Consultant** are separate and are included in the agreement (General Conditions of Contract).

In case of such a change, the Programme Management Consultant shall ensure to provide replacement professionals of same or better qualification and experience subject to approval of client **Further, the Consultant will ensure that there is a reasonable overlap of at least one month between the staff to be replaced and replacement staff, at the cost of the consultant.** Also, such replacements should be approved by client to ensure similar qualification and experience.

26. Force Majeure :

For purpose of this clause, “Force Majeure” means an event beyond the control of the agency and not involving the agency’s fault or negligence and not foreseeable. Such events may include, but are not restricted, wars or revolutions, fires, floods, riots, civil commotion, earthquake, epidemics or other natural disasters and restriction imposed by the Government or other bodies, which are beyond the control of the agency, which prevents or delays the execution of the order by the agency. If a force Majeure situation arises, the agency shall promptly notify Client in writing of such condition, the cause thereof and the change that is necessitated due to the condition. Until and unless otherwise directed by the Client in writing, the Agency shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The agency shall advise Client in writing, the beginning and the end of the above causes of delay, within seven days of the occurrence and cessation of the Force Majeure condition. In the event of a delay lasting for more than one month, if arising out of causes of Force Majeure, Client reserve the right to cancel the contract without any obligation to compensate the agency in any manner for what so ever reason.

27. Settlement of Dispute:

In the case of dispute arising upon or in relation to or in connection with the contract between the Employer and the Consultant, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996 and subsequent amendment thereof. Such disputes shall be referred to an Arbitral Tribunal consisting of 3 (three) arbitrators, one each to be appointed by the Employer and the Consultant, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator.

Disqualification of Proposal:

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

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

28. Liability:

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

29. Indemnity:

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

SECTION: 3

TERMS OF REFERENCE (ToR)

1. BACKGROUND

Government of Odisha has proposed to undertake “Supervision Consultancy Services for the work “Construction of New Govt. Ayurvedic Medical College in Mouza-Murugaghutu, P.S.- Rairangpur in the district of Mayurbhanj, Odisha on Turnkey Basis.”

2. OBJECTIVE

Govt. of Odisha is undertaking construction of the above work.

3. SCOPE OF SERVICES

A. Construction phase

- i. The Consultant shall acquaint themselves with the data, drawings, designs, material report and other documents of the Detail Project Report (DPR), Master Plan/Schematic plan, detail Estimate, block cost estimate, Architectural design, Structural design, MEP design etc. including detail review and comprehensive due diligence of documents prepared by contractor's and planning/ design Consultants and point out any inconsistencies and inform the Employer. The Consultant shall also develop feasible remedies in order to fill up the gaps (if any) of reviewed documents.
- ii. The Consultant shall carry out necessary review of topographical survey to verify the centreline of the road, location and orientation of the building done using survey equipment like Total Station and DGPS, Auto Level; conform and establish the Bench Marks and Control Pints in the field along the length of the complete road and record them.
- iii. The Supervision /Programme Management Consultant shall record the initial measurements jointly with the Contractor and Engineer's¹ representatives.
- iv. The Supervision /Programme Management Consultant shall review all drawings, plans, designs etc. before start of construction of any project and also during the construction period.
- v. The Consultant shall conduct the pre-construction review of manufacturer's reports and standard samples of manufactured Materials, and such other Materials as the Engineer may require.
- vi. The Consultant shall alert the Employer for shifting / relocation and removal of obstructions/ hindrances & challenges like shifting of utility, Land acquisition, Land purchase, Encroachment etc prior to hand over to the Contractor and also during construction period. The Consultant shall review and recommend for approval of the Drawings furnished by the Contractor and design consultant along with supporting data, including the geo- technical and hydrological investigations, characteristics of materials from borrow areas and quarry sites, topographical surveys, and the recommendations of the Contractor, to the Engineer, in accordance with the provisions of the clauses of the Contractor's / Design consultant's/ Architect's Agreements.
- vii. The Consultant shall complete such review and send its observations to the Engineer and the Contractor within 15 (fifteen) days of receipt of such Drawings; provided, however that in case of a Major Structure, the aforesaid period of 15 (fifteen) days may be extended up to 30 (thirty) days, after discussion with the Engineer. In particular, such comments shall specify the conformity or otherwise of such Drawings with the Scope of the Project and Specifications and Standards.
- viii. The Consultant shall communicate with respective Design Consultants/ Contractors to finalize list of drawings, designs, reports, work schedule and other deliverable documents in order to monitor and track

- the submittals and approval status during entire life cycle of the projects.
- ix. The Consultant shall introduce effective document management system from reputed PMIS software like WRENCH or equivalent at their own cost throughout the life cycle of the project. Sufficient number of users shall be accommodated in order to allow transmission of documents by Design consultants, Contractors, Consultant Consultant, Client and other stakeholders during submission, review, approval and repository processes. The document review flowchart to be designed by the Consultant in consultation with Client and the Department based on the prevailing practices & project specific requirements.
 - x. The Consultant shall discharge the duties delegated to it by the Engineer in a fair, impartial and efficient manner, consistent with the highest standards of professional integrity and Good Industry Practice.
 - xi. The Consultant shall issue all necessary instructions to the contractor in consultation with and as delegated by the Engineer. The Consultant shall check and control the work to ensure that it is carried out according to contract agreements.
 - xii. The Consultant shall be responsible to perform all works necessary to supervise and monitor the construction of the projects mentioned exclusively in this RFP document and undertaken by Client and the Department as per the approved drawings, plans etc. The Consultant shall work under the control and guidance of the Engineer. In discharging such duties under the guidance of 'Engineer', the Consultant shall ensure accomplishment of construction works as per specifications and implementation program as mentioned in the respective contract agreements.
 - xiii. The Consultant shall perform the following duties and exercise the authority given to it by the Engineer in accordance with the provisions of this Agreement, but subject to obtaining prior written approval of the Engineer before determining:
 - a. Any Time Extension.
 - b. Any additional cost to be paid by the Authority to the Contractor;
 - c. Any Change of Scope and
 - d. The Termination Payment
 - xiv. The Consultant shall submit regular/ periodic reports, on Daily, Weekly & Monthly and as directed, to the Engineer in respect of its duties and functions under this Agreement. Monthly reports shall be submitted by the within 7 (seven) days of the beginning of every month.
 - xv. The Consultant shall inform the Contractor, about the responsibilities delegated to it by the Engineer.
 - xvi. The Consultant shall make presentation and apprise the owner for all the projects regarding Scope, Schedule, Cost, Quality, Risk, Resource, Communication, Safety, Procurement, Stakeholder management and Integration of Projects on monthly basis and as & when required by the owner.
 - xvii. In cases where the Employer's prior approval in accordance with the provisions of relevant clause of the Contractor's Agreement is required, the Consultant shall ensure that such approvals are taken by the contractor.
 - xviii. The Consultant shall assist and advise the Engineer on any proposal for Change of Scope including verification of design, drawing and estimate.
 - xix. The Consultant shall review and recommend for approval of the Drawings furnished by the Contractor/ design consultant along with supporting data, including the geo- technical and hydrological investigations, characteristics of materials from borrow areas and quarry sites, topographical surveys,

structural design, architectural designs, Mechanical Electrical Plumbing Fire (MEPF) designs, all relevant drawings and the recommendations of the Contractor, to the Engineer, in accordance with the provisions of the clauses of the Contractor's Agreements.

- xx. The Consultant shall complete such review and send its observations to the Engineer and the Contractor within 15 (fifteen) days of receipt of such Drawings; provided, however that in case of a Major Bridge or Structure, the aforesaid period of 15 (fifteen) days may be extended up to 30 (thirty) days, after discussion with the Engineer. In particular, such comments shall specify the conformity or otherwise of such Drawings with the Scope of the Project and Specifications and Standards.
- xxi. The Consultant shall review and recommend for approval of any revised Drawings sent to it by the Contractor and furnish its comments within 10 (ten) days of receiving such Drawings. The final approval of drawing should be authenticated by the Engineer.
- xxii. On a daily basis, the concerned personnel of Consultant shall inspect the Construction Works, as delegated. Following activities need to be undertaken during the visits.
 - a. Review of construction including progress, quality and safety of construction
 - b. Inspection of defects and deficiencies in construction works
 - c. Witnessing quality inspection tests at labs established by Contractor on a sample basis
- xxiii. The Consultant also needs to capture following documents and send the same to the Engineer via email on a daily basis:
 - a. Scanned copy of filled RFI (Request for Inspection) form including comment on 'Satisfactory/Unsatisfactory' nature of work completed by Contractor
 - b. Daily inspection report
 - c. Readings of quality inspection tests witnessed by the Consultant
 - d. Minimum 6 high resolution photographs supporting the remarks made by the Consultant in RFI form
- xxiv. Team Leader of the Consultant will be responsible for sending daily emails to the Engineer and Employer (when required).
- xxv. On a monthly basis, the Consultant shall prepare a Monthly Report in accordance with the format prescribed in Clause 16 below, setting forth an overview of the status, progress, quality and safety of construction, including the work methodology adopted, the materials used and their sources, and conformity of Construction Works with the Scope of the Project and the Specifications and Standards. All data in the Monthly Progress Report should refer to the preceding month and should be submitted to the Engineer latest by the 7th day of every month. In case of the last day being a public holiday, the next working day shall be considered. The Monthly progress reports (MPRs) shall not be required when the Defect liability period starts. Please note that the selected bidder shall have to submit such MPRs for each of the projects they've been allotted by the Authority. Key sections of the Monthly Progress Report are as follows:

S No.	Section	Sub-Sections
1	Project Overview (To be limited to 1 page)	1.1 Salient Features of the Project
		1.2 Project Milestones
		1.3 Location Map
		1.4 Key Plan

2	Project Progress	2.1 Detailed Construction progress in current month along with photos
		2.2 Detailed layout plan
		2.3 Current issues and recommended actions by Consultant
3	Critical issues and Action taken	3.1 Pending issues and action log
		3.2 Obligations as per contract
4	Physical Progress	4.1 Detailed physical progress by component
5	Change of Scope (COS)	5.1 Status of pending COS proposals
6	Mobilization of Resources	6.1 Resource mobilization by contractor/ concessionaire vis a vis requirement as per contractor work program
7	Risk Matrix	7.1 The status of risks, and their impact on project schedule, cost, scope & quality
8	Financial Progress Details	8.1 Status of payment certificates made to Contractors, their claims and disputes.
		8.2 Financial forecast for the coming month and cost monitoring report.
9	Summary of quality control tests	9.1 Tests witnessed by Consultant
		9.2 Tests conducted by Consultant
10	Monitoring of maintenance obligations during construction phase	10.1 Critical issues and 'action taken' log
		10.2 Cumulative defects and deficiencies
		10.3 Status of damages
11	Safety features	11.1 Pen picture on safety features at construction site
		11.2 Accident report
12	Annexures	Annex 1 onwards: Additional details provided by Consultant (Should include day by day project diary for preceding month) Detail Quality Report as Annexure of Monthly report Detail Safety report as Annexure of Monthly report

xxvi. In a separate section of the Inspection Report, the Consultant shall describe in reasonable detail the lapses, defects or deficiencies observed by it in the construction of the buildings/internal roads/ structures. The Consultant shall send a copy of its Inspection Report to the Engineer and the Contractor latest by 7th of every month. In case of the last day being a public holiday, the next working day shall be considered.

xxvii. The Monthly Progress report shall also include but not limited to the following:

- Brief work summary for the preceding Month, including status of Environmental and Safety issues.
- Status of various cost elements such as cost of Work Performed, total payments received by the Contractor up-to-date, and status of advances and the status of financial securities. The comparison of the cost elements with the Cost Baseline shall be reflected in the report along with the schedule performance index, schedule variance, cost variance.
- Status of project duration, by comparing the progress with the Schedule Baseline. The output of project management in the form of Gantt chart, S curve, comparison with the baseline data.
- The summary of variations and change orders made during the quarter and their impact on the project.
- Updated baselines for Scope, Cost and Schedule.
- Consultant's mobilization proposal for the quarter

- Documentation on Lessons Learnt including the causes of issues, reasoning behind the corrective action chosen.

Please note that such MPRs shall have to be submitted by the selected bidder for each project that has been allocated to it by the Authority.

- xxviii. If at any time during the Construction Period, the Consultant determines that the Contractor has not made adequate arrangements for the safety of **workers, users and the environment** in the zone of construction or that any work is being carried out in a manner that threatens the safety of the **workers, Users and the environment**, it shall make a recommendation to the Engineer forthwith, identifying the whole or part of the Construction Works that should be suspended for ensuring safety in respect thereof. In case of occurrence of such incidents & upon delegated by the Engineer, the Consultant shall directly notify the contractor in accordance with provision of the respective contract.
- xxix. For determining that the Works conform to Specifications and Standards, the Consultant shall require the Contractor to carry out, or cause to be carried out, tests at such time and frequency and in such manner as specified in the Contractor's **Agreement, specifications and codes** in accordance with Good Industry Practice for quality assurance.
- xxx. The Consultant shall submit a Construction Supervision Manual identifying project specific Quality Management Plan (QMP), Field Quality Assurance Plan (FQAP), Inspection and Test Plan (ITP) and Quality Matrix including the quality requirements and /or standards for the project and documenting how the project will demonstrate compliance. The Construction Supervision Manual shall provide necessary processes and metrics for Quality Management and shall include but not limited to the following:
- a. The quality standards that apply to the project, with reference to the technical specifications and codes
 - b. Quality control, quality assurance and process improvement approaches for the project
 - c. Quality control tools and techniques
 - d. The responsibility chart/ matrix showing who will be involved in managing quality, when and what their specific duties will be
 - e. The metrics that shall be used to measure quality
 - f. Specific mentions about the parts of the projects or deliverables that will be measured and their time and frequency
 - g. Check lists for inspection of material and processes
 - h. Flow charting of processes to detect potential quality problems
 - i. Scope for periodically quality audit
 - j. Balance the needs of the of quality with scope, cost, time, resources and risk
- The start of the Quality Management involves setting quality targets. The "Quality Assurance Process" and "Quality Control Process" shall be undertaken, to measure and report the actual quality of deliverables, as parts, phases or complete project. As part of the Quality Management, all quality issues shall be identified and resolved quickly.
- xxxi. The Consultant shall check 100 (hundred) percent of the quantity or number of tests or as directed by the Engineer, prescribed for each category or type of test for quality control by the Contractor.
- xxxii. The timing of tests referred to in Clause 22 (above), and the criteria for acceptance/rejection of their

results shall be determined by the Consultant in accordance with the Contractor's Agreement. The tests shall be undertaken on a random sample basis and shall be in addition to, and independent of, the tests that may be carried out by the Contractor for its own quality assurance in accordance with Good Industry Practice.

- xxxiii. In the event that results of any such tests conducted, establish any Defects or deficiencies in the Works, the Consultant shall require the Contractor to carry out remedial measures.
- xxxiv. The Consultant, when delegated by the Engineer, may instruct the Contractor to execute any work which is urgently required for the safety of the Project (Road, Bridge, Buildings, Highway or any other structure), whether because of an accident, unforeseeable event or otherwise; provided that in case of any work required on account of a Force Majeure Event, the provisions of relevant Clause of Contractor's Agreement shall apply.
- xxxv. In the event that the Contractor fails to achieve any of the Project Milestones, the Consultant shall undertake a review of the progress of construction and identify potential delays, if any. If the Consultant shall determine that completion of the Project is not feasible within the time specified in the Agreement, it shall require the Contractor to indicate within 15 (fifteen) days the steps proposed to be taken to expedite progress, and the period within which the Project Completion Date shall be achieved. Upon receipt of a report from the Contractor, the Consultant shall review the same and send its comments to the Engineer and the Contractor forthwith.
- xxxvi. The Consultant shall obtain from the Contractor, on behalf of the Engineer, a copy of all the Contractor's quality control records and documents before the Completion Certificate is issued pursuant to relevant clauses of Contractor's Agreement.
- xxxvii. Consultant may recommend to the Engineer for suspension of the whole or part of the Works if the work threatens the safety of the Users, pedestrians or public in general. After the Contractor has carried out remedial measure, the Consultant shall inspect such remedial measures forthwith and make a report to the Engineer recommending whether or not the suspension hereunder may be revoked.
- xxxviii. In the event that the Contractor carries out any remedial measures to secure the safety of suspended works and users, and requires the Engineer to inspect such works, the Consultant may inspect the suspended works, on behalf of the Engineer within 3 (three) days of receiving such notice, and make a report to the Engineer forthwith, recommending whether or not such suspension may be revoked by the Employer.
- xxxix. The Consultant shall be responsible for overall Risk Management of the projects mentioned in this RFP document. This is a vital area of focus, as a part of overall project management. Risks affecting the project have to be identified and listed along with the analysis. The risk management shall include, but not limited to the following:
 - a. To identify and record the risks that shall affect the project and analyze the root cause of the risks;
 - b. To categorize the risks as external, internal, technical, legal or unforeseen;
 - c. To perform a qualitative analysis of the risks and rank them;
 - d. To assess the likelihood of their occurrence, their urgency and potential impacts, give recommendations for overcoming the issues along with the time required for their solution in order to keep the project on schedule, cost and within scope;
 - e. To plan responses for the risks, so as to avoid, transfer, mitigate or accept the risks;
 - f. To get ready with contingency plans and fallback plans that would keep the project on track;

- g. To indicate the Employer regarding the Reserves for Schedule and Cost.
- xl. The Consultant shall have no authority to relieve the Contractor of any of their duties or obligations under the contract or to impose additional obligations not included in the contract without sanction by the Employer. The Engineer may from time-to-time delegate to the Consultant any of the duties and authorities vested with the Engineer and he may at any time revoke such delegation. Any such delegation or revocation shall be in writing and shall not take effect until a copy thereof has been delivered to the Employer and the Contractor.

B. Assistance in Dispute Resolution

1. The Consultant shall serve as the nodal point of contact for any issues arising out of interpretation and implementation of any of the point(s) mentioned in the contract. It shall be responsible to answer to any such queries raised by the contractor. It shall also be responsible to maintain in a standard manner all such clarifications received from the contractor.
2. In cases where the dispute arising out of contract interpretation and /or execution of work has a cost or time impact, the Consultant shall recommend the best resolution (as per the provisions of the contractor agreement) to the Engineer for further approval.

C. Determination of Costs and Time

1. The Consultant shall determine the costs, and/or their reasonableness, that are required to be determined by Engineer under the Agreement in case of Change of scope or additional work.
2. The Consultant shall recommend the period of Time Extension that is required to be determined by the Engineer under the Agreement.

D. Payments Certification

1. The Consultant shall recommend to the Engineer to withhold payments for the affected works for which the Contractor fails to revise and resubmit the Drawings to the Consultant in accordance with the provisions of the Contractor's Agreement.
2. The Consultant shall, within 7 (seven) days of receipt of the Stage Payment Statement from the contractor, determine the amount due to the Contractor and prepare on behalf of the Engineer, an Interim Payment Certificate, recommending the release of the amount as per the terms of the Contractor's Agreement.
3. Consultant shall be expected to fully comply with all the provisions of the 'Terms of Reference', and shall be fully responsible for supervising the Designs, Construction and maintenance and operation of the facility takes place in accordance with the provisions of the Contractor's Agreement and other schedules. Any failure of the Consultant in notifying to the Engineer (Employer) and the Contractor on non-compliance of the provisions of the Contractor's Agreement and other schedules by the Contractor, non-adherence to the provision of this ToR and non-adherence to the time schedule prescribed under this ToR shall amount to non-performance.

The Consultant shall appoint its authorized representative, who shall make recommendations on behalf of it, to the Engineer. The Consultant shall take prior approval of Engineer before issuing any document

to the Contractor. The proposal submitted shall also include the name of the authorized representative along with the authorization letter and power of attorney.

4. DELIVERABLES

For Project Management & Monitoring		
Sl.No.	Description of Items	Corresponding time frame
1	Inception Report	First Month
2	Monthly Progress Report	7 th Day after end of month
3	Quarterly Progress Report	7 th Day after end of quarter
4	Report on Field Visit by Key professionals	Monthly
5	Final Report	Once at completion of a project

5. Qualification and Experience of proposed Manpower

The minimum educational qualification, professional experience of the proposed manpower is as detailed below,

Sl. No	Designation	Nos	Educational Qualification	Minimum Total Experience	Relevant sector Experience
Key Professional Staff					
1	Team Leader-cum-Structural Design Expert	1	Post graduate in structural engineering	At least 10 years	At least 10 years of Professional experience in project monitoring, project supervision, Project Management Consultancy out of which minimum 07 years of working experience should be as structural engineer and leadership role.
			Bachelor/ Graduate in civil engineering.	At least 15 years	At least 15 years of Professional experience in project monitoring, project supervision, Project Management Consultancy out of which minimum 07 years of working experience should be as structural engineer and leadership role.

2	Supervision Engineer (Civil)-cum-Quantity Surveyor	1	Bachelor/ Graduate in civil engineering/	At least 7 years	At least 7 years of Professional experience in project monitoring, project supervision, Project Management Consultancy for implementation of building and structural projects, out of which at least 5 years of on-site experience in managing day to day construction activities.
			Diploma in Civil Engineering.	At least 10 years	At least 10 years of Professional experience in project monitoring, project supervision, Project Management Consultancy for implementation of building and structural projects, out of which at least 7 years of on-site experience in managing day to day construction activities.
3	Material-cum-Quality Control Engineer	1	Bachelor/ Graduate in civil engineering/	At least 7 years	At least 7 years of Professional experience in testing of quality of all kinds of materials to be used in the project, 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.
			Diploma in Civil Engineering.	At least 10 years	At least 10 years of Professional experience in testing of quality of all kinds of materials to be used in the project, 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.
4	Supervision Engineer (Electrical)	1	Bachelor/ Graduate in Electrical Engineering	At least 7 years	i. At least 7 years of Professional experience as Electrical Engineer. ii. Experience in installation of electrical equipment, plants,

					utilities etc. at least in one major civil engineering infrastructure projects.
			Diploma in Electrical Engineering	At least 10 years	i. At least 10 years of Professional experience as Electrical Engineer. ii. Experience in installation of electrical equipment, plants, utilities etc. at least in one major civil engineering infrastructure projects.
5	Supervision Engineer (PH)	1	Bachelor/ Graduate in Civil Engineering	At least 7 years	i. At least 7 years of Professional experience as PH Engineer. ii. Experience in installation of PH equipment, at least in one major civil engineering infrastructure projects.
			Diploma in Civil Engineering	At least 10 years	i. At least 10 years of Professional experience as PH Engineer. ii. Experience in installation of PH equipment, at least in one major civil engineering infrastructure projects.
6	Architect	1	B. Arch	At least 10 years	At least 10 years of Professional experience as Architect in Planning of Civil Infrastructure Projects.
7	Safety Engineer	1	Bachelor/ Graduate in Civil Engineering	At least 7 years	At least 7 years of Professional experience as Safety Engineer in Civil Infrastructure Projects.
			Diploma in Civil Engineering	At least 10 years	At least 10 years of Professional experience as Safety Engineer in Civil Infrastructure Projects.
Support staff					
1	Office manager - cum-Record keeper -cum-Data entry operator	1	Graduate with computer knowledge (Preferably BCA/PGDCA)		

Note:

The candidate (except support staff) shall possess Degree/ post Graduate Degree in Engineering from a recognized University / Institution/ Institution of Engineers (India). Degree/ post Graduate Degree in Engineering obtained through Distance Learning Mode shall not be considered for evaluation.

The Key Staffs and Support Professional Staffs should report to the Team Leader to receive time to time instructions to accomplish day to day tasks and regular assignments as per Scope of their service to be rendered.

6. PAYMENT SCHEDULE

Payment shall be made to the designated Account of the Consulting Firm for the rendered services and furnished deliverables, within 15 days on approval of Consultant's invoice by the Client after approval / no objections by the CMC.

7. PROCEDURE FOR REVIEW OF THE WORK OF THE CONSULTANT

The Client/ Employer may review the works and deliverables of the Consultant, any or all of the documents and advice forming part of the Consultancy which will be held at the Client's / Employer's or at offices of Stakeholder Departments. The name and / or designation of the officials responsible for reviewing the work and monitoring the activities of the consultants including approval of deliverables in a Consultant Monitoring Committee (CMC) have been given below for reference. However, the composition of members and venue of CMC Review with periodicity of such review shall be finalized and notified by the Competent Authority in due Course of Time.

Chief Engineer (Buildings), Odisha	: Chairman
FA, O/o the E.I.C. (Civil), Odisha	: Member
C.C.E. of concerned work site	: Member
Addl. C.E (Civil), Odisha under CE(Buildings)	: Member Convenor

SECTION-4

TECHNICAL PROPOSAL SUBMISSION FORMS

TECH -1

COVERING LETTER
(ON BIDDER'S LETTER HEAD)

[Location, Date]

To

The _____

<Name of the Department> Department, Government of Odisha

<Address>

<Address>

<PIN>

Subject: **Supervision Consultancy Services for “Construction of New Govt. Ayurvedic Medical College in Mouza-Murugaghutu, P.S.- Rairangpur in the district of Mayurbhanj, Odisha on Turnkey Basis”**

Dear Sir,

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

I remain,

Yours faithfully,

Authorized Signatory with Date and Seal:

Name and Designation: _____

Address of Bidder: _____

TECH-2

Bidder's Organisation (General Details)

Sl. No.	Description	Full Details
1	Name of the Bidder / Consortium	
2	Address for communication : Tel : Fax: Email id :	
3	Name of the authorized person signing & submitting the bid on behalf of the Bidder: Mobile No. : Email id :	
4	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 : DD No. : Date: Name of the Bank:	
7	EMD Details Amount : DD No./ Deposit Receipt No. Date: Name of the Bank:	
8	PAN Number	
9	Goods and Services Tax Identification Number (GSTIN)	
10	Willing to carry out assignments as per the scope of work of the RFP	YES
11	Willing to accept all the terms and conditions as specified in the RFP	YES

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

Name and Designation with Date and Seal: _____

TECH - 3

Bidder Organization (Financial Details)

Financial Information in INR				
Details	FY- 2023-24	FY- 2024-25	FY- 2025-26	Average
Consulting Turnover (in Crore) from consulting/ advisory services.				

Supporting Documents:
Audited certified financial statements for the last **Three FYs** (to be decided accordingly) (Submission of copies of Income & Expenditure Statement and Balance Sheet for the respective financial years is mandatory along with this form). In case audited statement for **FY 25-26** are not available, bidder may provide provisional statement for the same.

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

Signature and Seal of the Company Auditor with Date in original

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

Communication Address of the Bidder: _____
[NB: No Scanned Signature will be entertained]

TECH – 4

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

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

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

Name of the Authorized Representative:

(Signature of the Authorized Representative with Date)

CERTIFIED:

Signature, Name & Designation of person executing attorney:
Address of the Bidder:

TECH-5
(BIDDER'S PAST EXPERIENCE DETAILS)

Table -1 (**List of** completed assignments only of similar nature in any sector during **last< 7 >**
years).

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

Authorized Signatory [In full and initials]: _____

Name and Designation with Date and Seal: _____

*Note: Bidders are requested to furnish the list limited to **8 Nos. assignments of similar undertaken during any one year of the last 7 Nos. Financial Years** (to be decided accordingly) as per the above prescribed format only. **Information not conforming to the above format will be treated as non-responsive.** Copies of the Work order / Contract Document / Completion Certificate from the previous Clients need to be furnished along with the above information.*

TECH – 6

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

Are there any activities carried out by your agency which are of conflicting nature as mentioned in Section 2: [Information to the Bidder] under Eligibility Criteria: Para (5). If yes, please furnish details of any such activities.

If no, please certify,

IN BIDDER'S LETTER HEAD

I, hereby declare that our agency as Individual / as a member of any consortium is not indulged in any such activities which can be termed as the conflicting activities as mentioned in Section 2: [Information to the Bidder] under Eligibility Criteria: Para (5).

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

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

Communication Address of the Bidder: _____

TECH -7

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

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

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

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

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

Authorized Signatory [In full and initials]: _____

Name and Designation with Date and Seal: _____

TECH -8

DESCRIPTION OF APPROACH, METHODOLOGY AND WORKPLAN TO UNDERTAKE THE ASSIGNMENT

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

A. Understanding of Scope, Objectives and Completeness of response

Please explain your understanding of the scope and objectives of the assignment based on the scope of work, the technical approach, and the proposed methodology adopted for implementation of the tasks and activities to deliver the expected output(s), and the degree of detail of such output.

Please do not repeat/ copy the ToR here.

B. Description of Approach and Methodology :

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

C. Methodology to be adopted :

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

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

D. Staffing and Study Management Plan:

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

Authorized Signatory [In full and initials]: _____

Name and Designation with Date and Seal: _____

<<The bidder may be asked to submit the required information within 10 pages, with 12 font size)

TECH - 9

Format of Curriculum Vitae (CV) for Proposed Key Professional

1. Proposed Position:

[For each position of key professional 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 last years, also give types of activities performed and Client references, where appropriate as per the prescribed format given below.]

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

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

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

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

Certification:

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

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

<<NB: CV write up may be restricted to max. 5 pages per person with quality information relevant to the key professional requirements. The CVs needs to be jointly signed by the proposed professional and the authorized representative of the Bidder.

TECH – 10

PROPOSED WORKPLAN TO CARRY OUT THE ASSIGNMENT

<i>Week</i> →						
Sequence of Study Activities / Sub Activities	1	2	3	4	5	6

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

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

Name and Designation with Date and Seal: _____

TECH - 11
Form of Bid-Security Declaration

<Letter head of the bidder>

<Date>

Bid No.:

To

[Insert complete name and address of the Authority/ Employer/ Tender Inviting Authority]

We, the undersigned, declare that:

1. We understand that, according to your conditions, bids must be supported by a Bid-Security Declaration.
2. We accept that the Authority/ Employer/ Tender Inviting Authority shall cancel our empanelment and / or suspend/prohibit/debar/blacklist from participating in bidding in any contract of the State for a minimum period of 180 days, if we are in breach of our obligation(s) under the bid conditions, because we:
 - (a) Have withdrawn our Bid prior to the expiry date of the bid validity specified in the Letter of Bid or any extended date provided by us; or
 - (b) having been notified of the acceptance of our Bid by the Employer prior to the expiry date the bid validity in the Letter of Bid or any extended date provided by us,
 - i. Failure or refuse to furnish the Performance Security and, Additional Performance Security, if required in accordance with the ITB/ Terms of the Bid Document/RFP, or
 - ii. Fail to agree to the decisions of the contract negotiation meeting or
 - iii. Failure or refuse to execute the Contract.
3. We understand this Bid-Security Declaration shall expire if we are not the successful Bidder, upon the earlier of your notification of the name of the successful Bidder through award of contract; or (ii) after the expiry date of the Bid validity.

Name of the Bidder* _____

Name of the person duly authorized to sign the Bid on behalf of the Bidder** _____

Title of the person signing the Bid _____

Signature of the person named above _____

Date signed _____ day of _____, _____

*:In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

****:**Person signing the Bid shall have the power of attorney given by the Bidder attached to the Bid

[Note: In case of a Joint Venture, the Bid-Security Declaration must be in the name of all members to the Joint Venture that submits the bid.]

SECTION: 5

FINANCIAL PROPOSAL SUBMISSION FORMS

Please refer to BOQ and submit rates as per the BOQ uploaded in the e-tendering portal.

SECTION 6

BID SUBMISSION CHECK LIST

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...../-		
4	Bid- security		
5	Copy of Certificate of Incorporation / Registration of the Bidder		
6	Copy of PAN		
7	Copy of Goods and Services Tax Identification Number (GSTIN)		
8	Copies of IT Returns for the last Three AYs(to be decided accordingly)		
9	General Details of the Bidder (TECH - 2)		
10	Financial details of the bidder (TECH - 3) along with all the supportive documents such as copies of Profit - Loss Statement and Balance Sheet for the concerned period		
11	Power of Attorney (TECH - 4) in favour of the person signing the bid on behalf of the bidder.		
12	List of completed assignments of similar nature (Past Experience Details) (TECH - 5) along with the copies of work orders and completion certificates from the employers for the respective assignments		
13	Self Declaration on Potential Conflict of Interest (TECH - 6)		
14	Undertaking for not have been black-listed by any Central / State Govt./any Autonomous bodies during its business career.		
15	Comments and Suggestions (TECH - 7)		
16	Description of Approach, Methodology & Work Plan (TECH-8)		
17	CV of Key Professionals (TECH - 9)		
18	Work Plan (TECH - 10)		
FINANCIAL PROPOSAL (ORIGINAL UPLOADED)			
1	Financial Proposal		

Undertaking:

• <i>All the information have been submitted as per the prescribed format and procedure.</i>
• <i>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.</i>
• <i>All pages of the proposal have been sealed and signed by the authorized representative.</i>

Authorized Signatory [In full and initials]: _____

Name and Designation with Date and Seal: _____

PERFORMANCE BANK GUARANTEE FORMAT

To,

The _____

<Name of the Department> Department, Govt. of Odisha

<Address>

<Address>

<PIN>

WHEREAS _____ (Name and address of the Consultant) (hereinafter called “the Consultant”) has undertaken, in pursuance of RFP No _____ dated _____ to undertake the service _____ (description of services) (herein after called “the contract”).

AND WHEREAS it has been stipulated by _____ (Name of the Client) in the said contract that the Consultant shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the Consultant, up to a total of _____ (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the consultant to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

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

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

Our branch at Bhubaneswar (Name & Address of the Bank) is liable to pay the guaranteed amount depending on the filing of claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our Bhubaneswar branch a written claim or demand and received by us at our Bhubaneswar branch on or before Dt. _____ otherwise bank shall be discharged of all liabilities under this guarantee thereafter.

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

.....

Name and designation of the officer

.....
.....

Seal, name & address of the Bank & Branch

SECTION 7

STANDARD FORM OF CONTRACT (Forms of Contract, General Conditions of Contract, Special Conditions of Contract & Appendices)

Contents

I. Form of Contract

II. General Conditions of Contract

1. General Provisions
2. Commencement, Completion, Modification and Termination of Contract
3. Obligations of the Consultant
4. Consultants' Personnel and Sub-Consultants
5. Obligations of the Employer
6. Payments to the Consultant
7. Fairness and Good Faith
8. Settlement of Disputes
9. Liquidated Damages
10. Miscellaneous Provisions

III. Special Conditions of Contract

IV. Appendices

Appendix A – Description of Services

Appendix B - Reporting Requirements

Appendix C - Staffing Schedule

Appendix D - Cost Estimates

Appendix E - Duties of the Employer

Appendix F- Duties of the Consultant

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

CONTRACT FOR CONSULTANTS' SERVICES

Between

[Name of the Client]

And

[Name of the Consultant]

Dated:

I. Form of Contract

This CONTRACT (hereinafter called the “Contract”) is made the **XXth** day of the month of **Month, Year**, betweenXXXXXXXXXXXXXXXXXX, (office address), [name of employer] (hereinafter called the “Employer”), of the First Part and, XXXXXXXX a company duly organized and existing under the law of India and having its registered office at XXXXXXXXXXXXX, (hereinafter called the “Consultant”) of the Second Part.

WHEREAS

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

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

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

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

Appendix A: Description of Services

Appendix B: Reporting Requirements

Appendix C: Staffing schedule

Appendix D: Cost estimates

Appendix E: Duties of the “Employer”

Appendix F: Duties of the Consultant

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

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

- (a) the Consultants shall carry out and complete the Services in accordance with the provisions of the Contract; and
- (b) the “**Engineer**” 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 -----

1. For and on behalf of **Employer / Works Department, Govt. of Odisha**

2. For and on behalf of **Consultant XXXXXXXXXX**

In presence of (Witnesses)

i.) **A**

ii.) **B**

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 “Employer” 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 “Employer’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 “Employer” 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 “Employer”, 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 “Employer” 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 “Employer” 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 “Employer” under this Contract, including without limitation the receiving of instructions and payments from the “Employer”. 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 “Employer” or the Consultant may be taken or executed by the officials specified in the SC.

1.9 Taxes and Duties: The Consultant, Sub-Consultants and Personnel shall be liable to pay such direct and indirect taxes, duties, fees and other impositions **except GST** levied under the applicable laws of India. **GST will be paid by the client as per the applicable rate under GST Act from time to time.**

1.10 Fraud and Corruption

1.10.1 Definitions: It is the Employer's policy to require that Employers as well as Consultants observe the highest standard of ethics during the execution of the Contract. In pursuance of this policy, the Employer 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 Employer, 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;

1.10.2 Measures to be taken by the Employer

- a. The Employer 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 Employer to remedy the situation;
- b. The Employer 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 Employer-financed contract;

1.10.3 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. (Not applicable for this contract)

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 “Employer’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 Special Conditions of Contract, Clause-4 have been met.

2.2 Termination of Contract for Failure to Become Effective: If this Contract has not become effective within such time period of **30 (Thirty Days)** after the date of the Contract signed by the Parties as specified in the Special Conditions of Contract, Clause-5 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 i.e. **15 days** as mentioned in Special Conditions of Contract, Clause-6 after the Effective Date.

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 of **24 (Twenty Four Months)** as specified in Special Conditions of Contract, Clause-7 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 Employer 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 fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

2.7.3 Measures to be Taken:

- a. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- b. A Party affected by an event of Force Majeure shall notify the other Party of such event as

soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

- c. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- d. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the “Employer”, 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 “Employer” 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 By the “Employer”: The “Employer” 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 a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the “Employer” may have subsequently approved in writing.
- b. If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its Members becomes and which has substantial bearing on providing Services under this contract) insolvent or go into liquidation or receivership whether compulsory or voluntary.
- c. If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8hereof.

- d. If the Consultant, in the judgment of the “Employer”, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- e. If the Consultant submits to the “Employer” a false statement which has a material effect on the rights, obligations or interests of the “Employer”.
- f. If the Consultant places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Employer.
- g. If the consultant fails to provide the quality services as envisaged under this Contract. The Employer/ Consultancy Monitoring Committee (CMC) formulated to monitor the progress of the assignment may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The CMC may decide to give one chance to the consultant to improve the quality of the services.
- h. If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- i. If the “Employer”, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.9.1.1 In such an occurrence the “Employer” 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 (h).

2.9.2 By the Consultant: The Consultant may terminate this Contract, by not less than thirty (30) days’ written notice to the “Employer”, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause GC2.9.2.

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

2.9.3 Cessation of Rights and Obligations: Upon termination of this Contract pursuant to Clauses GC 2.2 or GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof, (iii) the 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 "Employer", 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 GC2.9.1 or GC 2.9.2 hereof, the "Employer" shall make the following payments to the Consultant:

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

2.9.6 Disputes about Events of Termination: If either Party disputes whether an event specified in paragraphs (a) through (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 “Employer”, and shall at all times support and safeguard the “Employer’s legitimate interests in any dealings with Sub-Consultants or Third Parties.

3.2 Conflict of Interests : The Consultant shall hold the “Employer’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 Employer 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 “Employer” on the procurement of goods, works or services, the Consultant shall comply with the Employer’s applicable procurement guidelines, and shall at all times exercise such responsibility in the best interest of the “Employer”. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the “Employer”.

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 “Employer”, 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 “Employer”, insurance against the risks, and for the coverage specified in the SC, and (ii) at the “Employer’s request, shall provide evidence to the “Employer” 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 “Employer” or its designated representative and/or the Employer, 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 “Employer” or the Employer, if so required by the “Employer” or the Employer as the case may be.

3.6 Consultant’s Actions Requiring “Employer’s Prior Approval: The Consultant shall obtain the “Employer’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 “Employer”. Notwithstanding such approval, the Consultant shall always retain full responsibility for the Services. In the event that any Sub-Consultants are found by the “Employer” to be incompetent or incapable or undesirable in discharging assigned duties, the “Employer” may request the Consultant to provide a replacement, with qualifications and experience acceptable to the “Employer”, or to resume the performance of the Services itself.

- 3.7 Reporting Obligations:** The Consultant shall submit to the “Employer” 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 “Employer” :** All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultant for the “Employer” under this Contract shall become and remain the property of the “Employer”, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the “Employer”, 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 Employer and the Employer 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 “Employer’s prior written approval to such agreements, and the “Employer” 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 “Employer”:** Equipment, vehicles and materials made available to the Consultant by the “Employer”, or purchased by the Consultant wholly or partly with funds provided by the “Employer”, shall be the property of the “Employer” and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the “Employer” an inventory of such equipment, vehicles and materials and shall dispose of such equipment and materials in accordance with the “Employer’s instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the “Employer” in writing, shall insure them at the expense of the “Employer” 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 "Employer", 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 "Employer", provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more 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 "Employer'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 "Employer" 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 "Employer". In respect of other Personnel which the Consultant proposes to use in the carrying out of the Services, the Consultant shall submit to the "Employer" for review and approval a copy of their Curricula Vitae (CVs). If the "Employer" 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 "Employer".

4.4 Removal and/or Replacement of Personnel:

- a. Except as the "Employer" 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 “Employer” (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 “Employer’s written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the “Employer”.
- 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 “Employer”. 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 “Employer”, shall take charge of the performance of such Services.

5.OBLIGATIONS OF THE “EMPLOYER”

5.1 Assistance and Exemptions: Unless otherwise specified in the SC, the “Employer” 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 “Employer”:

(a) The “Employer” 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 “Employer” 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 “Employer” shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the “Employer” with the Consultant’s advice, if specified in Appendix E.
- b. Professional and support counterpart personnel, excluding “Employer’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 “Employer” 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 Employer 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 for L.S. Contracts. For other contracts the payout will be as per BOQ (Section-5, Appendix-D)
- b. Once a milestone is completed, the consultant shall submit the requisite deliverables as specified in this Contract. The Employer shall release the requisite payment upon acceptance of the deliverables. However, if the Employer fails to intimate acceptance of the deliverables or its objections thereto, within 30 days of receipt of it, the Employer 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 "Employer". The Services shall be deemed completed and finally accepted by the "Employer" and the final report and final statement shall be deemed approved by the "Employer" as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the "Employer" unless the "Employer", 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 “Employer” 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 “Employer” within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the “Employer” for reimbursement must be made within twelve (12) calendar months after receipt by the “Employer” of a final report and a final statement approved by the “Employer” 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 Employer after submission by the consultant and the consultant has made presentation to the CMC/Employer (Mention this if presentation is required) with /without modifications to be communicated in writing by the Employer to the consultant.
- e. If the deliverables submitted by the consultant are not acceptable to the Employer / CMC, reasons for such non-acceptance should be recorded in writing; the Employer shall not release the payment due to the consultant. This is without prejudicing the Employer’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 Employer.
- 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 Employer to the consultant in writing and the consultant has made necessary changes as per the comments / suggestions of the Employer 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

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

8.2 Arbitration: In the case of dispute arising upon or in relation to or in connection with the contract between the Employer and the 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 Employer 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.

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

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

9. LIQUIDATED DAMAGES

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

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

9.3 The liquidated damages shall be applicable under following circumstances:

- a. If the deliverables are not submitted as per schedule as specified in SC 11, the Consultant shall be liable to pay 1% of the total cost of the services for delay of each week or part thereof.
- b. If the deliverables are not acceptable to the Employer as mentioned in Clause 6.3 (f), and defects are not rectified to the satisfaction of the Employer within 30 days of the receipt of the notice, the Consultant shall be liable for Liquidated Damages for an amount equal to 1% of total cost of the services for every week or part thereof for the delay.

10. MISCELLANEOUS PROVISIONS:

- i. “Nothing contained in this Contract shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent.
- ii. Any failure or delay on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.

- iii. The Consultant shall notify the Employer of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.
- iv. Each member/constituent of the Consultant, in case of a consortium, shall be jointly and severally liable to and responsible for all obligations towards the Employer/Government for performance of works/services including that of its Associates/Sub Contractors under the Contract.
- v. The Consultant shall at all times indemnify and keep indemnified the Employer against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.
- vi. The Consultant shall at all times indemnify and keep indemnified the Employer 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.
- vii. The Consultant shall at all times indemnify and keep indemnified the Employer against any and all claims by Employees, Workman, Contractors, sub- contractors, suppliers, agent(s), employed engaged or otherwise working for the Contractor, in respect of wages, salaries, remuneration, compensation or the like.
- viii. All claims regarding indemnity shall survive the termination or expiry of the Contract.
- ix. It is acknowledged and agreed by all Parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the Consultant for any engagement, service or employment in any capacity in any office or establishment of the Government of India or the Employer.

III. Special Conditions of Contract:

SC Clause	Ref. of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1	2	3
1.	1.5	The addresses are:
		1. "Employer" : .
		2."Consultant" :
2.	1.7	Deleted
3.	1.8	The Authorized Representatives are: For the "Employer": For the Consultant:
4.	2.1	Conditions of effectiveness of the Contract e.g., 1. Signing of Contract Agreement 2. Employer's notice to the Consultant instructing the Consultant to begin carrying out the Services 3. "Employer's" approval of Consultant's proposals for appointment of specified key staff members,
5.	2.2	The time period shall be 30 days .
6.	2.3	No of days shall be 15 days .
7.	2.4	24 Months .
8.	3.4	The risks and the insurance coverage shall be as follows: Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Government's country by the Consultant or its Personnel or any Sub-Consultants or their Personnel, should be insured as per existing Motor Vehicles Act;

		(a) Third Party liability insurance, with a minimum coverage of INR Ten Lakhs; (b) Professional liability insurance to cover the employer against any loss suffered by the employer due to the professional service provided by the Consultant, with a minimum coverage of INR (THREE TIMES THE CONTRACT PRICE). (c) Workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultants, in accordance with the relevant provisions of the Applicable Laws of India, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and (d) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services, by theft, fire or any natural calamity.
9.	3.5	
10	4.5	{The person designated as resident project manager in AppendixC shall serve in that capacity, as specified in Clause GC 4.5.} Detele, if not needed.
11	6.1 (b)	The ceiling in local currency is INR XXXXXXXXX Only
12	6.3	The employer shall approve Deliverables / Raise objections within 30 days of receipt of the Deliverables.
	6.3 (f)	The account details of Consultant are as follows:
		1. For lump-sum contracts payment will be made ² based on milestones indicated for each activity as below: (this is not applicable for this contract)

		Activity 1:			
		Sr. No.	Milestone (Deliverables)	Time period for submission	Payment (as%ofthe Total service cost)
		1.			
		2.			
		3.			
		4.			
		Total			
		Activity2:			
		Sr. No	Milestone (Deliverables)	Time period for submission	Payment(as%ofthetotal Servicecost)
		1.			
		2.			
		3.			
		4.			
		Total			
		OR			
		2. For Time-Based Contracts			
		a) Remuneration will be paid on monthlybasis upon submission of Invoice along with Time Sheets and Monthly Progress Reports, approved by Client basing upon review and satisfaction of the CMC constituted by the Competent Authority.			
		b) Payment for the Personnel shall be determined on the basis of time actually spent by such Personnel in the performance of Services in accordance to Section-5, Appendix – D.			

13.	8.3	The Arbitration proceedings shall take place in Bhubaneswar, Odisha in India.
14.	10	10. Miscellaneous provisions:

		i. “Nothing contained in this Contract shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent. ii. Any failure or delay on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof. iii. The Consultant shall notify the Employer of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract. iv. Each member/constituent of the Consultant, in case of a consortium, shall be jointly and severally liable to and responsible for all obligations towards the Employer for performance of works/services including that of its Associates under the Contract. v. The Consultant shall at all times indemnify and keep indemnified the Employer against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project. vi. The Consultant shall at all times indemnify and keep indemnified the Employer against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the 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 Consultant. vii. The Consultant shall at all times indemnify and keep indemnified the Employer against any and all claims by Employees, Workman, suppliers, agent(s), employed engaged or otherwise working for the Consultant, in respect of wages, salaries, remuneration, compensation or the like. viii. All claims regarding indemnity shall survive the termination or expiry of the Contract. ix. It is acknowledged and agreed by all Parties that there is no
--	--	---

		representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the Consultant for any engagement, service or employment in any capacity in any office or establishment of the Employer.
15.	11 (New Clause)	Limitation of the Consultants' Liability towards the "Employer" In case of gross negligence or willfull misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out the Services, the Consultants, with respect to damage caused by the Consultants to the Employer's property, shall not be liable to the Employer: i) for any indirect or consequential loss or damage; and ii) for any direct loss or damage; A. For the amount not exceeding total payments for Professional Fees and Reimbursable Expenditures made or expected to be made to the Consultants hereunder OR B. the proceeds, the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of (A) or (B) is higher.

IV. APPENDICES

Appendix A: Description of the Services

Details as per TOR (Section-3)

Appendix B: Reporting Requirements

Please refer TOR (Section-3)

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 Employer for completion of work. In this context, in case the work plan of the Consultant needs suitable modifications, the same shall be carried out and submitted to the Employer for consideration. The working hours of the Consultants Key Professional Staffs and support staff normally shall match with that of Employer's Office Working Hours or Contractor's activities on the site, as the case may be. 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

BOQ uploaded in E-Procurement portal

Appendix E: Duties of the “Employer”

Please refer TOR (Section-2, & General Conditions of Contract Section - 7)

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 participated 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 Sate 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 ot 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 a 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 up loads 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 1% 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 within a stipulated period provided such document in no way alters the Bidder's price bid. If the Bidder fails to submit the original documents within 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 openers 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 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 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 Employer/ 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 by 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.

Sd/-
Chief Engineer (Buildings-I), Odisha