



**Request for Proposal to Provide Consultancy Service for
Preparation of Detailed Project Reports (DPRs), Support
in Bid Process Management, and Ancillary Activities
under Pradhan Mantri Awas Yojana-Urban 2.0 in Odisha**



Date: 06.08.2026

**Mission Director
Odisha Urban Housing Mission
Housing and Urban Development Department
Government of Odisha
3rd Floor, WATCO Office, Keshari Nagar
Bhubaneswar, PIN: 751001
Contact No: 0674-2534432**

DISCLAIMER

This Request for Proposal (RFP) is issued by the Odisha Urban Housing Mission (OUHM), Housing & Urban Development Department, Government of Odisha to provide information to interested bidders for **Selection of Consultants for preparation of Detailed Project Reports (DPRs), support in bid process management and ancillary activities under Pradhan Mantri Awas Yojana-Urban 2.0 in Odisha**. The purpose of this RFP is to provide information to interested bidders that may be useful to them.

While the OUHM, H&UD Department, Govt. of Odisha has taken utmost care in preparation of the RfP and information contained herein; and believes it to be accurate, neither OUHM, H&UD Department nor any of its authorities, agencies, officers, employees, advisors give any warranty or make any representations, express or implied, as to the completeness or accuracy of information contained in this document or any information which may be provided in association with it.

Information provided in this RFP to the interested bidders is on a wide range of matters, some of which depend 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 Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

This RFP is not an agreement and is neither an offer nor invitation by the authorities to the prospective bidders or any other person. This RFP includes statements, which reflect various assumptions and assessments arrived at by the authorities in relation to the assignment. Such assumptions, assessments and statements do not purport to contain all the information that each bidder may require.

The authorities also accept no liability of any nature whether resulting from negligence or otherwise, however caused arising from reliance of any bidder upon the statements contained in this RFP. The issue of this RFP does not imply that the authorities are bound to select a bidder or to appoint the selected bidder/applicant, as the case may be, for service and the authorities reserve the right to reject all or any of the proposals without assigning any reason whatsoever. H&UD Department, Government of Odisha shall be the sole and final authority with respect to selection of the consultant(s) through this RFP.

TABLE OF CONTENT

Sl. No.	CONTENTS	Page No
1.	Request for Proposal (RFP)	4
2.	Data Sheet & Check List	5-7
3.	Information to Bidders	8-22
4.	Term of Reference (ToR)	23-32
	<i>ANNEXURES</i>	
5.	Annexure- 1-A: Format for Covering Letter (Tech Proposal)	33
6.	Annexure- 1-B: Format for Submission of Tech Proposal	34-40
7.	Annexure- 2-A: Format for Covering Letter (Fin Proposal)	41
8.	Annexure- 2-B: Format for Submission of Fin Proposal	42
9.	Annexure -3: Standard Contract Format & Appendices	43-63
10.	Annexure- 4: Standard EMD Format	64-65
11.	Annexure- 5: Standard PBG Format	66-67
12.	Annexure- 6: Standard Invoice Format	68-69
13.	Annexure- 7: Declaration on Conflicting Activities	70
14.	Annexure- 8: Format for Submission of Pre-Bid Query	71
15.	Annexure- 9: E-Procurement Guideline	72-90
16.	Annexure- 10: Integrity Pack Format	91-98

Request for Proposal (RFP)

RFP. No: 03

Bhubaneswar Dated: **06.08.2026**

The Mission Director, Odisha Urban Housing Mission (OUHM), H&UD Department, Govt. of Odisha invites Request for Proposal to be submitted through e-procurement portal ie:- tenderodisha.gov.in, in conformity with terms and conditions of the RfP document in Two Bid System: Technical Proposal (Part-1): Financial Proposal (Part-2-BOQ) from intending consultancy agencies/institutions fulfilling the eligibility criteria and other qualifying requirements mentioned in this RfP document, for **Selection of Consultants for preparation of Detailed Project Reports (DPRs), support in bid process management and ancillary activities under Pradhan Mantri Awas Yojana-Urban 2.0 in Odisha to be submitted** through e-procurement portal ie:- tenderodisha.gov.in.

The bidders should have necessary portal enrolment (Digital Signature Certificate) under e-procurement process of Govt. of Odisha in required class/category. Details can be seen in E-Procurement Guideline – Annexure-9. Completed Proposal for the work in prescribed format shall be available for up loading through e procurement portal ie:- tenderodisha.gov.in

Further details about the bid can be seen at www.tendersodisha.gov.in. Interested bidders may also obtain information from the office of the Mission Director, Odisha Urban Housing Mission, H & UD Department, 3rd Floor, WATCO Building, Keshari Nagar Bhubaneswar, PIN: 751001.

The client reserves the right to reject any or all the tenders without assigning any reasons thereof.

This RfP includes the following documents:

1. Invitation for bid
2. Data Sheet & Check List
3. Information to Bidders
4. Term of Reference (ToR)
5. Annexures & Appendices
6. Standard Form of Contract

Sd/-

Mission Director,

Odisha Urban Housing Mission, H & UD Department,
3rd Floor, WATCO Building, Keshari Nagar,
Bhubaneswar, PIN: 751001.

Data Sheet and Check List

A. Data Sheet:

	Title: " Selection of Consultants for preparation of Detailed Project Reports (DPRs), support in bid process management and ancillary activities under Pradhan Mantri Awas Yojana-Urban 2.0 in Odisha. "
	Name of the client: Mission Director, Odisha Urban Housing Mission (OUHM), H&UD Department, Govt. of Odisha.
	Method of selection: Quality and Cost Based Selection (QCBS) through competitive bids from consultancy agencies. It is in the ratio of 80:20 for Technical and Financial Proposal. Qualifying marks in technical proposal to be eligible for opening of financial proposal is 70.
	Submission of Proposals: The bidders have to submit One Technical Proposal giving their credentials, experience, financial status as per technical proposal form given at Annexure –1 & One Financial Proposal (BoQ) as per Annexure – 2 (Through e-procurement Portal).
	Details of scope of work and requirement of professionals are mentioned in the "Terms of Reference (ToR)" .
	Technical Proposal to be submitted as per Annexure-1 (A&B) through the procedure mentioned in the e-procurement portal i.e tenderodisha.gov.in . addressed to Mission Director, OUHM.
	Financial Proposal/Bid to be submitted as per the financial bid (BOQ) in the format given in the e-procurement portal i.e tenderodisha.gov.in . The Maximum fee payable to provide the said consultancy service and carry out activities as per the ToR shall be limited to 2% (excluding GST as applicable) of the approved DPR project cost agreed by the firm and client. Bidders offering higher than the above shall be rejected. Abnormally low bid submitted by bidders will be rejected by the committee.
	The contract will be valid initially for 2 years, which will be extended subject to satisfactory performance by the firm.
	Bidder may refer PMAY-Urban 2.0 Scheme Guideline and National Building Code (NBC) which will be the basis of designing the affordable housing units. The client will provide valuable inputs to comply if any additional norm as per the Govt policy or guideline if required in future.
	Proposals shall remain valid for 180 days from the date of opening of opening of the Technical Proposal.
	Clarifications may be requested not later than 17.08.2026 . All requests for clarifications will be directed to the Client's representative. The Client shall respond to requests for clarifications by uploading in e-procurement portal within seven (7) days of pre-bid meeting date.
	The bidder is required to include with its proposal written confirmation of authorization to its representative to sign and submit the bid on behalf of the bidder.
	Joint Ventures or Consortium offer: - Not Permissible

	Bidders Eligibility Criteria - As specified at Clause- 2 of Information to Bidders.
	Bidders must submit Technical Proposal and Financial Proposal through the e-procurement system/ portal of Govt. of Odisha only. Financial Bid to be submitted in the prescribed format only given in the RFP. No physical submission of Financial Bid shall be allowed. In addition to that bidder must also submit a copy of Technical Proposal in Physical form for convenience. While submitting the proposal in physical form, the bidder has to ensure that the copy of Technical Proposal to be kept in sealed envelope (inner envelopes) with superscription "Technical Proposal to Provide Consultancy Service for preparation of Detailed Project Reports (DPRs), support in bid process management and ancillary activities under Pradhan Mantri Awas Yojana-Urban 2.0 in Odisha".
	The outer envelope must be labelled with: a) Title: "Proposal to provide Consultancy Service for preparation of Detailed Project Reports (DPRs), support in bid process management and ancillary activities under Pradhan Mantri Awas Yojana-Urban 2.0 in Odisha" b) RFP Number; c) Last Date of Bid Submission; d) Official address of the client/ bid submission authority with contact number and email on the right; e) Official address of the bidder with contact no and email on the left. f) On the envelope clearly write/print in bold capital letters "DO NOT OPEN EXCEPT IN THE PRESENCE OF THE CLIENT'S REPRESENTATIVE AND PRIOR TO <u>08.09.2026 11.30 AM</u>".
	The evaluation shall be done only based on e-copy and physical copy is only for reference.
	Address for submission of Proposals: i. Submission of physical/hard copy of the Technical Proposal only to: The Mission Director Odisha Urban Housing Mission (OUHM) H&UD Department, Govt. of Odisha 3rd Floor, WATCO Building, Keshari Nagar Bhubaneswar-751001
	Tender Fee must be deposited: Tender fee of Rs. 11,800/- (Rupees Eleven Thousand Eight Hundred, non-refundable) to be deposited. Earnest Money Deposit (EMD) must be submitted: Refundable EMD, that is Rs. 5,00,000/- (Five Lakhs) to be deposited.

	Tender fee of Rs. 11,800/- (non-refundable) to be deposited through e-procurement portal. EMD of Rs. 5.00 lakh (Refundable) to be deposited through e procurement portal having online facility or in shape of DD/BG which to be uploaded in the portal & original copy shall be submitted physically along with copy of technical proposal. If bidder does not submit EMD, then his bid shall be rejected.
	Performance Bank Guarantee (PBG) shall be submitted by the successful bidder within 15 days after a new project is allotted and the contract/agreement is signed. The PBG is at Rs 10,00,000 (Ten Lakhs) in the form of a Bank Guarantee as per format given in Annexure -5, with validity till completion of the contract. The Bank Guarantee (BG) will be made in the name of OUHM.
	Publication of tender document for bidding: Date – 07.08.2026
	Submission of pre-bid queries by Bidders latest by (to email id: ouhmodisha@gmail.com): Date – 17.08.2026 Till 4:00 PM (As per format at Annexure-9)
	Pre- bid meeting: venue, date & time: Date – 18.08.2025 at 4:00 PM at Conference Hall of OUHM and VC link will be shared
	Reply of pre-bid queries to Bidders latest by: Date – latest by 25.08.2026
	Last date and time for submission of proposal: Date – 04.09.2026 (Online) by 5:00 P.M
	Last date and time for submission of technical proposal on physical mode: Date – 05.09.2026 up to 4:00 PM
	Date & time of opening of Technical Bids: Date - 08.09.2026 at 11.30 A.M
	Date, time, venue and mode of presentation by bidders: to be communicated to bidders through e-mail.
	Date & Time of opening of Financial Bid: to be communicated to bidders qualified in the technical round through e-mail.
	Expected month for commencement of consulting services: October,2026
	Expected month for completion of consulting services: September,2028
	Client's Representative and Contact Person for the RFP: Sanjeev Kumar Panda, State Level Technical Cell (SLTC) Odisha Urban Housing Mission (OUHM) H&UD Department, Govt. of Odisha 3rd Floor, WATCO Building, Keshari Nagar Bhubaneswar-751001 Contact No: 0674-2534432 Email: ouhmodisha@gmail.com

Information to Bidders

While all information/data given in the RFP are, to the best of the client's knowledge are accurate within the consideration of scope of the proposed assignment, the client holds no responsibility for accuracy of information; and it is the responsibility of the bidder to check the validity of information/data included in this document. All amendments, clarifications, time extension etc. will also be uploaded in the e-Procurement portal of Odisha to keep themselves updated.

1. Introduction

- I. These instructions should be read in conjunction with information specific to the consulting services contained in the Covering Letter, Data Sheet and accompanying documents.
- II. The selection will be based on Quality and Cost Based Selection (QCBS) method. The bidders have to submit Technical Proposal and Financial Proposal Separately. The ratio will be 80: 20; where technical proposal will carry 80% weight as the consultancy service will be technical in nature and creativity and technical aspects will be highly valued. The financial proposal will carry 20% weightage. Bidders scoring more than 70 marks in Technical Evaluation will only be qualified for Financial Evaluation. Hence, Financial Proposal will be considered only for bidders having more than 70 marks in Technical Evaluation.
- III. Under PMAY-U 2.0, multiple Affordable Housing in Partnership (AHP) and Affordable Rental Housing (ARH) units will be planned across the state. Some of the projects will be large in size and some could be of smaller in size, depending on demand, availability of land and viability of the project. Nevertheless, the feasibility of the site and mode of contract (PPP/EPC) will also play an important role in determining the value of the work. Hence size and value of the projects are given indicative only and the interested bidders have to submit proposals based on the indicative value of work given in this document.
- IV. Further, as multiple projects could be planned at a time in different ULBs, it is decided to select 3 consultancy firms to provide the said consultancy service. The top three bidders will be selected based on their composite score and among the three players, the fees will as per the lowest bid among the three players and the same to be offered to remaining two selected bidders for matching.
- V. Given multiple projects lined up, projects will be given on rotation & performance basis with in the three selected firms in such a manner that, to ensure that one firm shall not be overloaded and distribution will be reasonable.
- VI. The Bidder shall bear all costs associated with the preparation and submission of its proposal and contract negotiation.
- VII. In no case, sub-letting of any works would be accepted.

- VIII. The Client is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to award of contract without thereby incurring any liability to the bidder.
- IX. The contract/agreement with the successful bidder shall be a Consultancy Contract, **for a period of 2 (Two) years**, subject to annual performance review by the competent authorities. Based on requirement of the Government, the Contract may be extended for further period of 2 years subject to continuation of the project, requirement of service, availability of resources and satisfactory performance.

2. Eligible Bidder

- I. Firm which does not have prior experience in handling such similar assignments as mentioned above should not participate in the bidding process.
- II. The Bidder shall be a company as specified in Companies Act, 1956/ 2013 or a company incorporated under equivalent law abroad or a society registered under The Societies Registration Act, 1860 or a trust registered under the Indian Trusts Act, 1882 or a Partnership Firm registered under the Indian Partnership Act 1932 or a Limited Liability Partnership registered under The Limited Liability Partnership Act, 2008 or an NGO registered with relevant Government with at least ten years of experience- of operations.
- III. The bidder should have minimum 10 years' experience in providing consultancy service in field of providing architectural & structural and DPR related consultancy service as on 31.03.2026. Certificate of incorporation in accordance with provisions of relevant Act to be enclosed.
- IV. The bidder shall have at least **3 (three) similar experiences** of preparation of DPR preparation. However, experience in supporting for bid management and ancillary service for multi storey housing is optional but will be appreciated. in past 10 years as on date of submission of the bid. Similar experience means providing consulting service for preparation of Detailed Project Reports (DPRs), support in bid process management_(optional) and ancillary activities (optional) for multi storey housing/residential building (real estate, residential group housing, large township projects) having minimum Built Up Area of 1,00,000 Sft.
- V. "Average" of last 3 years' Annual consultancy (only) turnover of the bidder should be more than **Rs. 1.00 Cr. (Previous three years financials will be accepted, i.e. FY 2022-23, FY2023-24 and FY2024-25. Certificate from the Chartered Accountant for the consultancy turnover to be enclosed along with the copies of Balance Sheets).**
- VI. The Principal Architect or Any of the Director/Promoter of the firm must be having registration with council of architect and he must have 15+ years of experience (with CoA licensed).
- VII. No Joint/Consortium bid is permitted to bid in this RFP.

- VIII. The Agency should not have any potential conflict of interest/conflicting activities (a declaration/undertaking to be enclosed as per the given format).
- IX. The Agency should not have been blacklisted by any state government or central government as on the date of this RFP. An undertaking to this effect should be submitted (a declaration/undertaking to be enclosed as per the given format).
- X. The bidder must have an office in Bhubaneswar or to furnish an undertaking to open an office in Bhubaneswar if selected to coordinate with the client, OUHM (address/undertaking to be given).

3. 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; (i) Agencies or institutions who have a business or family relation with the Client directly or indirectly; and (ii) practice prohibited under the anti-corruption policy of the Government of India and Government of Odisha.

4. Disclosure

- I. Bidders have an obligation to disclose any actual or potential conflict of interest. Failure to do so may lead to disqualification of the Bidder or termination of its Contract.
- II. Bidders must disclose if they are or have been the subject of any proceedings (such as blacklisting) or other arrangements relating to bankruptcy, insolvency or the financial standing of the Bidder, including but not limited to appointment of any officer such as a receiver in relation to the Bidder's personal or business matters or an arrangement with creditors, or of any other similar proceedings.
- III. Bidders must disclose if they have been convicted of, or are the subject of any proceedings relating to:
 - a. a criminal offence or other serious offence involving the activities of a criminal organization, or where they have been found by any regulator or professional body to have committed professional misconduct;
 - b. Corruption including the offer or receipt of an inducement of any kind in relation to obtaining any contract;
 - c. Failure to fulfil any obligations in any jurisdiction relating to the payment of taxes or social security contributions.

5. Anti-corruption Measure

- i. Any effort by Bidder(s) to influence the Client in the evaluation and ranking of technical Proposals, and recommendation for award of Contract, may result in the rejection of the Proposal.

- ii. A recommendation for award of Contract shall be rejected if it is determined that the recommended Bidder has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question. In such cases H & UD Dept. shall blacklist the Bidder either indefinitely or for a stated period of time, disqualifying it from participating in any H & UD Dept. related bidding for the said period.
- iii. Prior to award of the contract the successful bidder has to enter with the employee/authority an integrity pact as per format given at Annexure-11.

6. Pre-Bid Queries and Clarification

Interested Bidders may seek clarification by sending pre-bid queries on any of the provisions in the RFP document through e-mail to ouhmodisha@gmail.com addressed to the Client's Representative as per the date mentioned in the Data Sheet and Format Attached (**Annexure-8**). Further, a pre-bid meeting will be held on date as mentioned in the Data Sheet. Response to all queries received through e-mail and discussed in the pre-bid meeting, shall be uploaded in e-procurement portal i.e tenderodisha.gov.in within 7 days of pre-bid meeting.

7. Amendment of the RFP document

- I. At any time before submission of Proposals, the Client may amend the RFP by issuing an addendum through e-procurement portal i.e tenderodisha.gov.in.
- II. Any such addendum will be binding on all the Bidders. Hence, recommended to track e-procurement portal for details.
- III. 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.

8. 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.

9. 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.

10. Tender Fee

The bidders are required to submit **Rs. 11,800/- (Rupees Eleven Thousand Eight Hundred only)** towards cost of the tender. The same is payable through e-procurement portal/Demand Draft payable at Bhubaneswar.

11. Bid Security/EMD:

The Bid/Proposal shall be accompanied by an EMD of **Rs. 5,00,000/- (Rupees Five Lakhs only)**. The EMD shall be submitted through e-procurement portal only. Any bid not accompanied by Bid security, shall be rejected by employer as non-responsive.

The EMD for unsuccessful bidder shall be returned promptly. The EMD for successful bidder shall be released/returned to the successful bidder as promptly as possible upon submission of the Performance Bank Guarantee.

The successful Bidder will deposit **Performance Bank Guarantee of Rs 10,00,000 (Rupees Ten Lakhs only)**. No interest would be payable for any period on EMD or any other amount lying with the purchaser.

The EMD shall be forfeited in the following cases:

- a. If the bidder withdraws/modifies its Bid/Proposal after due date & during the Proposal Validity Period.
- b. Bidder engages in corrupt, fraudulent, coercive, or undesirable practice or restrictive practice as specified in the tender document.
- c. Bidder failed to Submit the Performance Security.
- d. Bidder failed to Sign the Contract within reasonable time.

12. Taxes

The Bidder may be subject to taxes on amounts payable by the Client under the Contract, which are to be borne by the bidder except for GST applicable which shall be paid extra at actual.

13. Submission of Proposals

1. Proposals must be received before the deadline specified in the Data Sheet.
2. Proposals must be submitted through e-Procurement Portal as specified on the Data Sheet and delivered on or before the time specified in the Data Sheet.

14. Documents comprising the Proposal

1. Bidders shall submit one technical proposal and Financial Proposal as per BoQ through e-procurement portal.
2. The Technical Proposals will be opened at the date and time specified in the Data Sheet.

15. Proposal validity

1. Proposals shall remain valid for the period specified in the Data Sheet commencing with the deadline for submission of Technical Proposals as prescribed by the Client.
2. A Proposal valid for a shorter period shall be considered non-responsive and will be rejected by the Client.

16. Format and Signing of Proposals

1. The Technical Proposal and Financial Proposal (original) shall be submitted as specified in the data sheet.
2. The original Proposals shall be signed by a person duly authorized to sign on behalf of the bidder. The name and position of the person signing the authorization must be typed or printed below the signature. All pages of the Proposals shall be signed by the person authorised to sign the Proposals.
3. Any interlineations, erasures, or overwriting shall be valid only if signed or initialled by the same authorised person who is signing the Proposals.

17. Change in Deadline for Submission of Proposals

The client may, at its discretion, change/extend the deadline for the submission of Proposal by amending the RFP, in which case all rights and obligations of the client and the bidders subject to the previous deadline shall thereafter be subject to the extended deadline.

18. Late Proposals

The client will not consider any Proposal that arrives after the deadline prescribed by the Client for submission of Proposals in the Data Sheet. Any Proposal received after the respective deadline for Submission shall be declared late, rejected, and returned unopened to the Bidder.

19. Evaluation of Technical Proposal:

Proposals/Bids received and found valid and responsive on all aspects will be evaluated by the client to ascertain the best bid(s) in the best interest of the project and for obtaining the consultancy services as stipulated in this bid document. The bidder should take enough care to furnish all the information sought by the client in the prescribed formats. The bids are liable to be rejected if information is/are not responsive or not provided in the prescribed formats. However, the client reserves the right to seek any additional information/clarification from any bidder if it so desires.

The bids shall be examined as regards to eligibility criteria specified in RFP. Bids confirming to requirement shall be further evaluated as under. Evaluation of the Technical Proposal responsive in all respects only will be carried out applying the evaluation criteria specified in the following table.

Evaluation Criteria for Technical Proposals:

Sl. No.	PARAMETERS	CRITERIA	SUB MARKS
	Financial Strength of the Firm	Average revenue for last 3 years only from Architectural Services (Revenue from Consultancy service relating only to Architectural Work and DPR preparation shall be considered and the same to be certified by Chartered Accountant.) 3 Yr Average Annual Consultancy Turn Over Minimum Rs 1 Crore Rs 1 crore = 2 Marks 1 Mark for each additional Rs 0.5 lakhs Maximum Score = 10 marks	10
		<i>* Financial statement for last three years will be furnished, that is for FY2022-23, FY 2023-24, FY 2024-25.</i> CA certificate for Architectural & DPR preparation work must be attached Bidders must submit these documents as supporting documents 1. - PAN - GSTIN - IT Return for last 3 Assessment Years An undertaking as declaration regarding any potential conflicting of activities (as – FORMAT – ANNEXURE-7)	
	Similar Experience of Group Housing/ Building Projects in last 10 years	Experience of providing similar projects of providing consulting service of comprehensive architectural & structural services and preparation of DPR for any large residential group housing projects in the last 10 years. Projects will be considered as a similar project only if it meets the below mentioned conditions 1. Type of project - multi storey housing/residential building (real estate, residential group housing, large township projects) having minimum Built Up Area of 1,00,000 Sft.	15

Sl. No.	PARAMETERS	CRITERIA	SUB MARKS										
		2. Must have fully completed or if on going at least 80% of project work is completed and proportionate fees have been received as on date of submission of bid. 3. Project having minimum Built Up Area of 1,00,000 Sft Project wise scoring matrix If project is having Built Up Area in Sft 1,00,000 – 2,00,000 sft: 1 Marks 2,00,000 – 4,00,000 sft: 2 Marks 4,00,000 and above: 3 Marks Maximum 5 Projects and Max Score of 15 marks											
	Specific experience in Affordable Group Housing Projects in last 10 years	Experience of Specific projects- Providing consulting service of comprehensive architectural & structural services and preparation of DPR for any Affordable Housing Projects (housing units below 60 square meters of carpet area) in the last 10 years. Projects will be considered as a specific project only if it meets the below mentioned conditions 1. Type of project – Affordable Housing Projects or Mixed Housing Project with a mix of EWS/LIG/MIG/Commercial where at least 40% of houses are Affordable Segment (below 60 sqm CA) 2. Must have fully completed or if on going at least 80% of project work is completed and proportionate fees have been received as on date of submission of bid. 3. Project having minimum Built Up Area of 1,00,000 Sft Project specific scoring matrix <table> <tr> <td>Project Cost</td> <td>Marks/Project</td> </tr> <tr> <td>Upto Rs 100 crore</td> <td>1</td> </tr> <tr> <td>Between Rs 100 - 200 crore</td> <td>2</td> </tr> <tr> <td>Above Rs 200 crore</td> <td>3</td> </tr> <tr> <td>1 additional mark per project if the project belongs to Govt/ Semi Govt/PSU or Govt Group Housing Scheme (PMAY/RAY etc)</td> <td>1 Additional Mark</td> </tr> </table>	Project Cost	Marks/Project	Upto Rs 100 crore	1	Between Rs 100 - 200 crore	2	Above Rs 200 crore	3	1 additional mark per project if the project belongs to Govt/ Semi Govt/PSU or Govt Group Housing Scheme (PMAY/RAY etc)	1 Additional Mark	20
Project Cost	Marks/Project												
Upto Rs 100 crore	1												
Between Rs 100 - 200 crore	2												
Above Rs 200 crore	3												
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Sl. No.	PARAMETERS	CRITERIA	SUB MARKS														
		<i>Maximum 5 Projects and Max Score of 20 marks</i> <i>Max Score of 20 marks</i>															
	Additional Service experience in last 10 years	Apart from DPR preparation, experience of providing additional services like supporting client in Conducting feasibility study, Master Planning or Landscape Planning, Support client in bid process management, Architectural inspection and supervision during construction period for Projects cost above Rs100 Cr with-in last 10 years. a. Scoring based on additional work <table> <tr> <th>If the scope of work includes</th> <th>Marks/Project</th> </tr> <tr> <td>conducting feasibility study, master planning/landscaping and architectural inspection during construction</td> <td>1</td> </tr> <tr> <td>Bid Process Management Support</td> <td>1</td> </tr> </table> <i>Max 2 marks per project and max 5 projects;</i> <i>Max Score 10 marks</i>	If the scope of work includes	Marks/Project	conducting feasibility study, master planning/landscaping and architectural inspection during construction	1	Bid Process Management Support	1	10								
If the scope of work includes	Marks/Project																
conducting feasibility study, master planning/landscaping and architectural inspection during construction	1																
Bid Process Management Support	1																
	CVs of Professionals	<table> <tr> <td colspan="2">Assessment of Team: Requirement of professionals as mentioned below must be with the bidder</td> </tr> <tr> <th>Criteria of Professionals/Team Members</th> <th>Marks</th> </tr> <tr> <td><i>Lead / Principal Architect (Max mark)</i></td> <td>4</td> </tr> <tr> <td>M Arch with 15+ years of experience or B Arch with 20+ years of experience Must be registered with Council of Architect and in house team members</td> <td>2</td> </tr> <tr> <td>Handled specific projects (Affordable Housing) <i>If handled 1-5 Affordable Housing projects – Mark 1</i> <i>If handled 5 or affordable housing projects – Mark 2</i></td> <td>2</td> </tr> <tr> <td></td> <td></td> </tr> <tr> <td><i>Senior Architect (Max mark)</i></td> <td>3</td> </tr> </table>	Assessment of Team: Requirement of professionals as mentioned below must be with the bidder		Criteria of Professionals/Team Members	Marks	<i>Lead / Principal Architect (Max mark)</i>	4	M Arch with 15+ years of experience or B Arch with 20+ years of experience Must be registered with Council of Architect and in house team members	2	Handled specific projects (Affordable Housing) <i>If handled 1-5 Affordable Housing projects – Mark 1</i> <i>If handled 5 or affordable housing projects – Mark 2</i>	2			<i>Senior Architect (Max mark)</i>	3	15
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<i>Senior Architect (Max mark)</i>	3																

Sl. No.	PARAMETERS	CRITERIA		SUB MARKS
		M Arch with 10+ years of experience or B Arch with 12+ years of experience Must be registered with Council of Architect and in house team members	1	
		Handled similar projects (as specified above residential projects with more than 1,00,000 sft) <i>If 5–10 Projects Mark 1</i> <i>If more than 10 projects – Mark 2</i>	2	
		Civil (Structural) Engineer (Max mark)	3	
		M Tech in Civil with Structural Engineering with 8+ years of experience or B Tech in with 15+ yrs of Structural Engineering experience – 1 mark Must be in house team members	1	
		Handled similar projects (as specified above residential projects with more than 1,00,000 sft) <i>If 5-10 projects – Mark 1</i> <i>If more than 10 projects – Mark 2</i>	2	
		MEP Engineer (Max mark)	3	
		M Tech with 10 years of experience or B Tech with 12 years of experience Optional – in house or outsource resource	1	
		Handled similar projects (as specified above residential projects with more than 1,00,000 sft) <i>If more than 5-10 projects – Mark 1</i> <i>If more than 10 projects – Mark 2</i>	2	
		Urban Planner (Max mark)	1	
		M Plan with 5+ years of experience or B Plan with 8+ years of experience In house or outsource resource	1	
		Sustainable Professional (Max mark)	1	

Sl. No.	PARAMETERS	CRITERIA		SUB MARKS
		M Tech with 5+ years of experience or B Tech with 8+ years of experience in Sustainable Housing like - Technical evaluation and integration of energy-efficient and climate-responsive design strategies; - Use and integration of low-carbon and recycled materials in building construction to support circular economy objectives; - Efficient planning and design for reduction of domestic water consumption, including water treatment, recycling and rainwater harvesting systems; - Planning and management of wastewater and solid waste systems, including segregation, treatment and composting; - Integration of recycled water and composted waste for landscape development, and plantation - Integration of rooftop Solar PV systems, including electrical systems in compliance with applicable local rules, regulations and standards. In house or outsource resource Max Score 15 Marks	1	
	Presentation based Approach and Methodology towards Affordable Housing & evaluation of past projects	Presentation on Approach and Methodology Approach & Methodology, demonstrated through past projects (top 5 group housing projects may be demonstrated) Which will carry 10 marks. Additionally, interview or interaction by Jury will carry 5 marks. (Part-1 of Presentation) Max - 15 marks		30

Sl. No.	PARAMETERS	CRITERIA	SUB MARKS
	during presentation	Bidder's Understanding of Affordable Housing Projects and Affordable Rental Housing Projects. Design Strategy for Sustainability with Economic aspects of the project may be highlighted here. Further, approach, methodologies, in house resources and capabilities and work plan of affordable housing projects (Part -2 of presentation) Max - 10 marks Award for Excellence in Housing Design or Any award received by the firm or their project for architectural work, will be valued. The award must be of national or above level. Green Building Certification will also carry mark. Each award for housing design will fetch 1 mark Green building certificate for each project will carry 0.5 mark (Part-3 of Presentation) Max - 5 marks	
	Total Maximum Marks		100

Important Note

- i. The bidders securing 70 or more out of total 100 marks in the Technical Bid will be considered technically qualified for the next stage/ further evaluation.
- ii. Based on their technical score, all technically qualified bidders (securing 70 or more out of 100 in technical bid) shall be ranked highest to lowest in accordance with the marks obtained during the technical evaluation stage.
- iii. The technical bid securing highest score will carry the highest Technical Score.

20. Approach, Methodology and Management Plan:

The objective of including Approach, Methodology and Wok Plan as part of the evaluation process of the Technical Proposal is to enable the Client to evaluate quality of work done by the bidder in the past, bidder's understanding of the concept of affordable and sustainable housing development and working plan of the project. Therefore, this section shall cover adequately, the below mentioned three aspects:

Part-1 of Presentation:

Demonstration on past similar work of the firm and demonstration of completed climate-responsive and affordable housing projects. Further, usage of BIM, digital planning tools,

and integrated project management systems. Assessment of flood resilience and disaster preparedness planning.

Part-2 of Presentation:

Bidder's Understanding of Affordable Housing Projects and Affordable Rental Housing Projects, approach, methodologies, in house resources, capabilities and work plan of AHP & ARH projects. Presentation on innovative low-cost sustainable construction methods (such as constrained masonry, pre-cast technologies, etc.) incorporating low-carbon materials. Further, understanding and evidence of community participation and stakeholder engagement will be evaluated.

Part-3 of Presentation:

Any award for Excellence in Housing Design received by the firm or its project for architectural work, will be valued. The award must be of national or above level. Green Building Certification for project will also carry some mark.

21. Evaluation Criteria for Financial Proposals:

- i. The Financial proposal/Price Bids of only technically qualified bidders will be opened for financial evaluation.
- ii. The lowest financial bid will carry the highest Financial Score.
- iii. Please note that financial score for evaluation will be based on the pre-GST value.
- iv. The maximum permissible annual contract value (ex-GST) would be 2% of the total approved project cost. Bidder offering more than above amount shall be rejected.
- v. Abnormally low bid submitted by bidders will be rejected by the committee.

22. Method of Evaluation:

- i. Quality and Cost Based Selection (QCBS) method will be adopted during the selection process in this bid.
- ii. Final Score for evaluation will be based on the QCBS method. There shall be 80% weightage to technical score and 20% weightage to financial score. The bidder securing the highest evaluated Combined Score(S) will be awarded the contract observing due procedure.
- iii. Based on the evaluation of technical bids, the bidders shall be ranked highest to lowest technical score (ST) in accordance with the total marks obtained.
- iv. The lowest evaluated Financial Proposal (FP) is given the maximum financial score (Sf) of 100.

The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:

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

The weights given to the Technical (T) and Financial (F) Proposals are:

T = 80%, and

P = 20%

Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P= 1) as following:

$$S = St \times T\% + Sf \times P\%.$$

v. The top 3 bidders in order of highest combined score (S) will be considered as successful bidder and lowest price between them to be offered to other two for matching.

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

The Client reserves the right to accept or reject any Proposal, and to annul the bidding process and reject all Proposals at any time prior to Contract award, without thereby incurring any liability to the Bidders.

24. Award of Contract Notification.

- I. Prior to the expiration of the Proposal validity period, the Client shall notify the successful Bidder, in writing, that its Proposal has been accepted. At the same time, the Client shall notify all other Bidders of the results of the bidding.
- II. Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.

25. Negotiations/Clarifications;

The successful Bidder will be informed in writing of the date, place and time for negotiations/clarifications, if any. Representatives conducting negotiations on behalf of the Bidder must have written authority to negotiate and conclude a Contract.

26. Performance Security:

The selected bidder, for due and faithful performance of its obligations under the Management Contract shall be required to deposit a **Performance Security of Rs 10,00,000/- (Rupees Ten Lakhs only)** in shape of a 'Bank Guarantee' from a scheduled bank, favouring, "The Mission Director, OUHM, Bhubaneswar" Within 15 days of receiving of the Letter of Award (LoA). The first Performance Security shall remain valid till 2 (Two) years.

The Performance Security shall be forfeited in the following cases:

- i. In case the successful bidder fails to sign the contract/agreement with the client within a reasonable time period of receiving the LoA.

- ii. In case the bidder refuses/ becomes unable to engage/deploy qualified professionals within after signing of the contract/ agreement; and within the due date and time as mentioned in the tender, after issuance of the LoA.
- iii. In case the bidder delays in engaging/deploying the professionals beyond the stipulated period without any reasonable cause.
- iv. In case the bidder fails to provide replacement of desired professionals during contract period, as per terms and condition of the contract.
- v. In case the bidder engages in corrupt, fraudulent, coercive, or undesirable practice or restrictive practice as specified in the document.
- vi. In case of any breach to the terms and conditions agreed in the contract/Agreement.

On submission of above BG, the EMD submitted earlier shall be refunded/returned to the successful bidder. The said BG in original shall be returned to the successful bidder on completion of the contract period. The successful bidder shall either renew the first BG/ submit a fresh bid, based on the total contract value of the extended period only, if the contract is extended by the client.

27. Signing of Contract

1. After selection of the successful bidder, the client shall communicate to the successful bidder through a Letter of Award (LoA) inviting the Agency to sign a Management Contract, as per the Draft Standard Contract Document, which can be further modified with mutual consent, but without deviating from RFP conditions. A standard contract agreement is given in the RFP but the same will be modified as per suitability of the contract as the time of the signing of agreement.
2. In pursuant to negotiations (if any), the successful bidder shall sign, seal, and return the contract, along with necessary supporting documents, to the client.
3. All formalities of negotiation and signing of contract will be completed within Fifteen (15) days of the Letter of Award (LoA).

Terms of Reference (ToR)

1. BACKGROUND

Housing, a basic and primary need of every human being has also been linked to aspiration of every family, which has become more profoundly necessary with increased rate urbanisation. India is witnessing a paradigm shift with urban population experiencing a six-fold increase from 62.4 million in 1951 to 377.1 million in 2011. It is expected to touch 590 million by 2030. 'Affordable Housing' needs vary significantly among different income groups, including EWS, LIG, and MIG segments across the Country. The trend in Odisha is no different and need of housing for urban poor is certainly on the rise. Hence, it is crucial to support all these groups in realizing their aspirations of home ownership to lead a dignified life.

On this backdrop, Pradhan Mantri AWAS Yojana - Urban (PMAY-U) Scheme was launched on 25th June 2015 by the Hon'ble Prime Minister to provide all-weather pucca houses to all eligible urban households across the nation with the vision of Housing for All' PMAY(U) has made significant progress in its goal of providing affordable housing by now. It has sanctioned a total of 1.18 Crore houses and 93.12 lakh houses have been completed till May 2025. The houses built under PMAY(U) in the first phase have not only touched hearts of millions of households but also transformed crores of life.

2. PMAY(U)-2.0

With the success of the scheme and considering the need of affordable houses, Hon'ble Prime Minister on the 77th Independence Day announced that Government of India will come up with a new Scheme to provide benefit to weaker section and middle -class households in owning a home. Followed by that, in the Union Budget 2024, Hon'ble Finance Minister announced that under PMAY-U 2.0, housing needs of 1 crore urban poor and middle-class families will be addressed in the next 5 years. Accordingly, Pradhan Mantri Awas Yojana -Urban 2.0 (PMAY-U 2.0) has been launched to provide financial assistance to 1 (One) crore eligible urban households across India.

1. Objectives

The Pradhan Mantri Awas Yojana (PMAY - Urban) - 2.0 will be implemented for 5 years (2024-29) with the prime objective of 'Housing for All' in the urban areas of India by providing financial assistance and incentives to all eligible beneficiaries/ households/ through States/Union Territories (UTs)/ Primary Lending Institutions (PLIS) and implementing agencies/ to construct/ purchase/ rent houses at an affordable cost. The specific objectives of PMAY-U 2.0 are:

- Attainment of the vision of 'Houses for All and completion of houses that are already sanctioned;
- Attainment of national level service benchmarks in services and facilities for the urban poor;

- Timely delivery of Affordable Houses along with other infrastructure and improve occupancy;
- Measurable alleviation in residential vulnerability with significantly higher pucca houses;
- Improved community participation in the planning and implementation level;
- Improved transparency in identification/allocation of houses to genuine beneficiaries;
- Implementation of significantly higher number of projects or DUs under AHP & ARH verticals in selected cities and work for enabling environment and frame work for the same through necessary intervention and policy reforms;
- Conducting various consultations for and innovative models, best practices and potential conversance with other schemes;
- Alignment of Building Regulations and City Planning regulations to accommodate tools such as density bonus and inclusionary planning;
- Exposure to Good Practices and access to repository of award-winning initiatives and projects.

2. Components

The PMAY(U)-2.0 envisions improving stock of affordable housing units in urban areas of the county through following four different verticals, as per the PMAY(U)-2.0 Guideline:

1. Beneficiary-Led Construction (BLC)
2. Affordable Housing in Partnership (AHP)
3. Affordable Rental Housing (ARH)
4. Interest Subsidy Scheme (ISS)

The Scheme will support construction of houses with a minimum of 30 square meter (sqm) to up to 45sqm carpet area along with basic civic amenities and social infrastructure. State through its implementing agencies will provide trunk infrastructure from own resources up to project site. The projects should have basic civic infrastructure/amenities like water, sanitation, sewerage road, electricity etc, which will be ensured by Urban Local Bodies (ULBS) for BLC houses. State will also endeavour to make suitable provisions in the Detailed Project Reports (DPRs) of AHP and ARH Projects, like_

- a. Necessary provision of ramp and other facilities for barrier free access to ensure accessibility. Persons with Disabilities (*Divyangjan*) as mentioned under the provisions of Rights of Persons with Disabilities Act, 2016.
- b. Construction of Anganwadi Centres at the site of AHP projects, wherever required.
- c. Provision of Rainwater Harvesting System.
- d. Solar Energy System, especially to meet the requirement of common facilities.
- e. Adequate number of plantations within the project site.

3. IMPLEMENTATION OF PMAY-U IN ODISHA

As per HFAPOA conducted in 2018-19, the demand of EWS houses in urban areas of Odisha were around 4.8 lakhs, out of that close to 1.84 lakhs houses are already being sanctioned under PMAY(U). However, many more eligible and needy beneficiaries are looking to avail the benefit under PMAY(U)-2.0.

In order to address the affordable housing need in the state, Odisha Urban Housing Mission (OUHM) was established, which is the State Level Nodal Agency (SLNA) for implementation of PMAY(U) in urban Odisha. It aims to create surplus housing stock through different strategic development models and ensure shelter for every identified homeless in the state including temporary migrants, through provisioning of permanent residential EWS & LIG units, as well as rental housing.

In line with Govt. of India, the State Govt. has also taken various steps to ensure supply of affordable houses to its citizen through reforms and policy initiatives. 'Housing For All Policy for Urban Areas, 2022' of Govt. of Odisha, provides enabling guidelines and framework for implementation of affordable housing projects, slum rehabilitation & redevelopment projects and to facilitate private sector led development of housing schemes especially those for EWS & IG housing in urban areas of Odisha.

The specific objective of this policy and mission is to create a framework to address all aspects of housing for the urban poor including creation & development of housing stock, beneficiary identification, allotment process, operation & maintenance of affordable housing projects etc. It adopts seven modes for intervention to achieve the set objectives. The policy proactively engages and facilitates participation of private sector in the programme, to ensure supply of affordable houses in the state.

The policy extends various incentives to developers and private sector to encourage them to take up EWS & LIG Housing. These incentives include, fast track approvals of affordable housing projects, exemption in external / periphery development charges, building plan sanction fees and land use change conversion charges.

Government of Odisha is appertent to implement PMAY(U) -2.0 in urban areas of Odisha taking all the learnings from implementation of PMAY(U). A part from BLC vertical, OUHM intends to enhance focus on AHP & ARH vertical of PMAY(U)-2.0. Further, Govt. intends to take initiatives to facilitate needy and eligible beneficiaries of urban Odisha to avail benefit from the ISS vertical of PMAY(U)-2.0.

4. SIGNIFICANT FOCUS ON AHP & ARH in PMAY-U 2.0

Government of Odisha through the Nodal Agency, OUHM, H&UD Department envisages to provide pucca houses to all and to achieve this ambitious target, AHP & ARH will play a crucial role. Hence, there is significant focus on these two verticals under PMAY-U 2.0.

1. Affordable Housing in Partnership (AHP)
2. Affordable Rental Housing (ARH)

1. **AHP**

Under Affordable Housing in Partnership (AHP) vertical of PMAY-U 2.0, State will plan to develop vertical group housing projects for Economically Weaker Section (EWS) beneficiaries. As per Operational Guideline of PMAY-U 2.0, the AHP units shall be in the having carpet area of 30-45 sqm. As per the guideline, an AHP project can be exclusive for EWS or a mix of houses for different categories, but it will be eligible for Central Assistance, only if at least 25% of the houses in the project are for EWS category and a single project has at least 100 EWS houses under AHP by public sector agencies and parastatals.

The housing units shall conform to the requirement of National Building Code (NBC) and State/Local Authority norms. Further, the AHP projects shall promote use of resource efficient, climate responsive, disaster resilient, eco-friendly and sustainable building materials, technologies and processes. The project should also adopt green building norms in line with prevailing standards and specifications including sustainable construction practices to provide thermal comfort, reduce energy use and environmental impact. The AHP projects shall be comprehensive in nature and shall mandatorily include housing as well as all related infrastructure services on the site. Adequate social infrastructure like schools, healthcare, green cover and recreational facilities shall be planned in affordable housing areas.

Govt of India provides Central Assistance for each dwelling units and State Govt will provide matching share of State Assistance for each dwelling unit. Further, beneficiary contribution for each unit is decided by the State. After adjusting all, remaining cost of the unit will be borne by the State Govt either through budgetary support or through monetisation of land. Hence, the projects shall be made in cost effective and affordable principles. Models suggested under Odisha Housing for All Policy for Urban Areas, 2022 will be guided models for implementation of AHP projects in Odisha.

Apart from green field projects, on encumbrance free land, under AHP vertical, 'Redevelopment' or 'In-situ Improvement' projects for tenable slums having dilapidated buildings located on Government/ULB/Public land, may also be taken up. In such redevelopment projects, the existing slum will be demolished and redeveloped in-situ in the form of multi-storied building with all basic amenities and social infrastructure.

There is also Model-2 under AHP vertical, where projects may be constructed by the Private developers on their own land, which will be considered as 'Whitelisted Project'. However, private developers will build such projects.

2. ARH

Under Affordable Rental Housing (ARH) vertical of PMAY-U 2.0, rental housing units will be developed for EWS/LIG beneficiaries including urban migrants/homeless/destitute/industrial workers/working women/construction workers/, urban poor (street vendors, rickshaw pullers, other service providers etc.), migrants working with market/trade associations, educational/health institutions, hospitality sector, /contractual employees/ amongst others.

In such projects, necessary civic/social infrastructure gaps like water, sewer/ septage, sanitation, internal road, community centre, health centre, creche etc. along with desired neighbourhood commercial facilities within the campus will be addressed to make these houses liveable.

There will be two models under ARH vertical – Model-1 and Model-2. In Model-1 of ARH, existing Government funded vacant houses will be converted into ARH through PPP mode or by the Public Agencies. The idea is to make idle and unutilized house to liveable for eligible beneficiaries through repair/retrofitting along with necessary civic infrastructure facilities.

In Mode-2, Public/Private Entities may construct, operate and maintain ARH. The Entities may also use ARH for their own employees/workers as well as serve the requirement of neighbouring industries or may use them as rental to others as may deem fit.

Minimum size of dwelling units (single/double bedroom) and dormitories shall conform to the requirement of National Building Code (NBC) and State/Local Authority norms. A single project of ARH shall have at least 10 DU (double bedroom unit/ Single bedroom unit) or equivalent dormitory beds (1 single bedroom unit of minimum 30 sqm carpet area is considered equivalent to 3-4 dormitory beds), as per Operational Guidelines of PMAY-U 2.0.

However, any mix of single/double bedroom and dormitories may be planned, as per local requirement. However, to ensure that such complexes are used for urban migrant/poor of EWS/LIG category and not misused for any other purposes, a ceiling of maximum 1/3 dwelling units (33%) in double bedroom form in any project of ARH is permissible. States/UTs/ULBs to ensure that the carpet area per person should not be less than 6 sqm per person. The details may be referred in Operational Guideline of PMAY-U 2.0.

The required investment for construction of ARH will be made by Public/Private Entity which would be recovered through rental income. Government will provide Technology Investment Grant (TIG) under TISM for the ARH project using innovative & alternate technology for speedier, sustainable, resource efficient and disaster resilient construction. A TIG of Rs 3,000 per sqm on carpet up area (including internal infrastructure) shall be released by MoHUA as Central Assistance and State/UT Government shall release Rs 2,000/sqm as part of State Share for construction of ARH projects. TIG will be applicable only for projects using innovative and alternate technologies and should be completed within 18-24 months in all respect, after getting all statutory approvals.

5. Requirement of Consultancy

Given the significant importance of these two verticals under PMAY-U 2.0, Odisha envisages to take up AHP and ARH projects across the ULBs. In this regard, already land parcels for AHP projects have been identified in more than 10 ULBs and identification of land in other ULBs are under process. Similarly, several ARH projects are being planned in multiple ULBs.

On this backdrop, there is a need of consultancy services from Consultancy Firms to prepare Detailed Project Report (DPR) for each AHP and ARH project being planned in order to obtain approval from State Level and Central Level Committee.

The objective of this RFP is to receive bids from eligible and interested architect/consulting firms for consultancy service to provide drawing, design, preparation of Detailed Project Reports (DPRs), Support in Bid Process Management, and Ancillary Activities under Pradhan Mantri Awas Yojana-Urban 2.0 in Odisha, for construction of AHP & ARH projects in various Urban Local Bodies (ULB)s or Development Authorities (DAs) in Odisha for which OUHM is the State Level Nodal Agency.

Given the scenario, where multiple projects could be planned simultaneously at a time in different ULBs, it is decided to select 3 consultancy firms by OUHM through this RFP to provide the said consultancy services. The top three bidders will be selected based on their composite score and the fees will as per the lowest bid among the three players, subject to agreement of remaining two selected bidders. In case any two of them disagrees to offer the service at that fees, next highest scorer in composite score will be given an option to agree.

Given multiple projects lined up, projects will be given on rotation & performance basis with in the three selected firms in such a manner that, to ensure that one firm shall not be having more than 3 assignments at any given point of time. Further, combination of large and small projects will be judiciously mixed while allocating work within 3 selected firms. However, it may be noted that apart from judicious value of the work the quality and timely delivery of work will be an important parameter to allocation of work on rotation basis.

Under PMAY-U 2.0, multiple Affordable Housing in Partnership (AHP) and Affordable Rental Housing (ARH) units will be planned across the state. Some of the projects will be large in size and some could be of smaller in size, depending on demand, availability of land and viability of the project. Nevertheless, the feasibility of the site and mode of contract (PPP/EPC) will also play an important role in determining the value of the work. Hence size and value of the projects are given indicative only and the interested bidders have to submit proposals based on the indicative value of work given in this document.

Indicatively, Govt envisages to develop around 25,000-30,000 AHP dwelling units and around 5,000 ARH units in multiple cities across the state of Odisha, in foreseeable future. This could be planned across ULBs.

The DPRs shall contain land ownership documents, model drawing, design, layout, estimate, list of beneficiaries and implementation methodology etc as provided in the scope of work.

It will be appreciated if the AHP projects may be planned in a resource efficient, climate responsive, disaster resilient, eco-friendly and sustainable building materials, technologies and processes. The project should also adopt green building norms in line with prevailing standards and specifications including sustainable construction practices to provide thermal comfort, reduce energy use and environmental impact in order to leverage additional Grant in the form of Technology Innovation Grant (TIG) from Govt. Therefore, firms having past experience of planning affordable group housing projects and Govt funded AHP projects will be highly appreciated.

The required consultancy service is comprehensive in nature, hence adequate and competent resources are crucial; therefore, the same point will not be compromised while evaluating the firms. Further, it may be noted that, it is envisaged that the firm to be involved during the entire period of the project, since conceptualising to completion of the project. Hence, the scope of work and payment milestones are designed accordingly.

6. Scope of Work & Responsibilities of The Consultancy Firm

The brief scope of Work of the DPR consultants shall be as follows,

6.1 Standard Design

- Before assignment of project specific work by Client, the selected firms shall submit a standard Affordable housing unit design, floor plan, elevation design and estimate which would be best suited as per them, considering the existing rule, regulation and guidelines.
- This shall be comprising of minimum of three (3) different model unit plans, along with the tentative cost estimate for each plan, with some reasonable deviation subject to variations due to prevailing market rates. This shall also include detailed technical specifications of items for all works, including both core and finishing works; specification of the materials to be used, along with the proposed brand for each material and building component. This shall also include tentative Project Cost for various structures of buildings like S+2, S+4,5,6 &7

6.2 Site Assessment, Feasibility and Co-Development of Project Brief

- Assess the suitability of the land, including access, availability of utilities, topography, and existing infrastructure.
- Further, undertake flood risk assessment, drainage analysis, and climate risk evaluation for the project site.
- Carry out soil investigation and submit report.
- Assess the DEVELOPABLE AREA based on existing constraints such as Water bodies / flood-prone areas, Forest reserve areas, Heritage reserve areas, Power line corridors / restricted zones, etc. The above assessment shall determine the NET BUILDABLE AREA. FAR shall be applicable to the Net Buildable Area only. Based on the Net Buildable Area and applicable development regulations, estimate the potential number of Dwelling Units (DUs).

- Provide technical inputs to prepare feasibility report. In collaboration with OUHM and ULB, develop the project brief, including the number and typologies of dwelling units to be provided, along with the environmental standards, public spaces, infrastructure, and service level standards to be maintained.

6.3. Conceptual and Architectural Design

- Prepare multiple concept layout options compliant with NBC, ODA, and PMAY-U 2.0 guidelines.
- Ensure optimal land utilisation while maintaining open spaces, green areas, and social infrastructure.
- Ensure climate-responsive, cost-effective, and sustainable design approaches. Incorporate passive design strategies including natural ventilation, daylight optimisation, shading, and thermal comfort.
- Propose a resource-efficient design to optimise construction material consumption.
- Engage with OUHM, ULBs, and community stakeholders during concept development.
- Develop Phasing plan for construction (including phased demolition and reutilisation of existing housing stock on site, and temporary relocation of residents on site).

6.4. Preparation of Preliminary Information Memorandum (PIM) & Basic Designs

- Based on the concept design & drawing, prepare a Project Information Memorandum (PIM)
- Make basic designs – lay out, floor plan, unit designs, landscape etc to include in PIM
- Support ULB and OUHM for discussion and initial approval process

6.5. Preparation of Detailed DPR - Design, Drawings & Estimation

- Finalize Concept Design and Work out the details of the same
- Architectural drawings: Site plans, floor plans, elevations, sections & landscaping etc.
- Structural drawings: Foundation details, RCC structural systems & Load Analysis report
- Mechanical, Electrical and Plumbing (MEP) Designs - Detailed design on Sanitary & Plumbing, Water Supply, Waste disposal management system
- Design on Rainwater harvesting system, if suggested
- Design on Electrical system considering requisite power load
- Prepare detailed Bill of Quantities (BoQ) and cost estimates based on latest Schedule of Rates (SOR) of OPWD/CPWD.
- Include specifications and rate analysis
- GFC Drawings, Coordination Drawings, BOQ
- Discuss the same with ULB/OUHM and modify if required

6.6. Preparation of Final DPR

- Prepare a comprehensive DPR
- Preparation of specifications, schedule of quantities and detailed cost estimates.
- Assisting ULBs/OUHM in finalizing / approving the various elements, components, materials & brand names.
- Support ULBs/OUHM to compile design and technical documents into a DPR format as per PMAY-U 2.0 guidelines.
- Compliance checklist with CPHEEO, NBC, and PMAY (U) norms.
- Estimation of the proposed time limit to complete the project with CPM / PERT charts.

6.7. Approvals and Modifications

- Provide assistance in vetting the designs from NIT, Rourkela /IIT, Bhubaneswar/State Level Approval Committee (SLAC) as per requirement of PMAY-U 2.0 guideline.
- Assist ULBs for documentation and other required support to obtain statutory approvals from various authorities, as and when required including environmental clearance, Fire NOC, Water & Electricity Dept/NOC, whatever applicable for the project.
- Carry out required due diligence for ensuring compliance of all codes, standards and legislation as applicable for the project.
- Assist ULBs in obtaining technical sanction and administrative approvals from the committees.
- Incorporate revisions based on feedback from ULBs/OUHM.

6.8. Support during Tendering

- Provide technical support to ULB/OUHM for bid process management
- Assist in preparing drawings, technical specifications, and BoQ for tender document.
- Provide handholding support during the pre-bid and post-bid stages

6.9. Architectural Inspection and Technical Support during Execution

- Provide working drawings and technical clarifications during execution.
- Undertake periodic inspections to ensure quality, safety, and sustainability compliance.
- Periodic site supervision or review of structural safety and design implementation as required by ULB or instructed by OUHM.
- Review implementation of flood resilience, drainage, and environmental measures during construction.
- Verify and submit report to ULB/OUHM to certify that project is implemented as per the plan at key stages of construction.

7. Project Submission Timeline

The Professionals Shall Report to respective heads of OUHM/ULBs. The monthly absentee statement along with progress report, duly endorsed by the respective authorities to be submitted to Mission Director, OUHM, along with the invoice.

Sl No	Deliverables/ Milestones	Submission Timeline
1	Submission of preliminary drawing, design and soil testing. Feasibility Report, Site Analysis, Project Brief.	T + 15 Days
2	Submission & Discussion of DRAFT DPR with working drawing and estimation etc for further discussion and modifications, if required. Concept Design: Concept Plans, 3D Views, Master Plan for review and discussion with concerned Implementing Agency & OUHM	T + 45 Days
3	Submission of Final DPR	T + 60 Days
4	Assistance during approvals and bidding (Approved Working Drawings, NOCs)	Intimated later, EPC/PPP bidding
5	Assistance during construction stage and post construction of the project (Site Visit Reports, Quality Reports during construction and As-built Drawings, Completion Documents at Completion)	Intimated later, contract timeline

Where 'T' is the start of the engagement

8. Payment Timeline

Sl No	Deliverables/ Milestones	Payment Schedule – % of total fees *
1	Submission of Preliminary Information Memorandum & Basic design with layouts	20%
2	Submission of Final DPR after incorporating all the modifications if required.	30%
3	After clearance of all the approvals of DPR till Govt of India	10%
4	Support in bid process management (DPR, Final BOQ, Specifications, Estimates)	10%
5	Architectural Inspection and Technical Support during implementation of project	25% will be paid in 5 equal amounts on certain intervals based on visits and inspection reports
6	Architectural Inspection Report at Completion of the Project	5%

NOTE: *Total Fee shall be based on Approved DPR Project Cost. For SL1 payment to be calculated based on provisional Project cost and shall be adjusted on approval of DPR project Cost.

Annexure – 1-A

Letter for Submission of Technical Proposal

(On Letter Head of the Bidder)

Letter No.:

Place:

Date:

To:

The Mission Director

Odisha Urban Housing Mission (OUHM), H & UD Department, Govt. of Odisha

3rd Floor, WATCO Building, Keshari Nagar, Bhubaneswar, PIN: 751001.

Email: ouhmodisha@gmail.com; Contact No: 0674-2534432.

Subject: Technical Proposal for Provide Consultancy Service for Preparation of Detailed Project Reports (DPRs), Support in Bid Process Management, and Ancillary Activities under Pradhan Mantri Awas Yojana-Urban 2.0

We, the undersigned, offer to provide the above consultancy services for the above in accordance with your Request for Proposal dated _____. We are hereby submitting our Technical Proposal (as per Annexure-1-B).

We have examined all information and conditions to undertake the above assignment in accordance with your requirements as per the payable specified in the RFP. We know that this proposal is valid for acceptance for 180 days; and we confirm that this proposal will remain binding upon us and may be accepted by you at any time before this expiry date.

We accept that any contract that may result from our proposal will be based on the standard contract document enclosed with the RFP and other documents submitted as part of our proposal by the (Name of the Agency/ Institution). The Proposal has been arrived at independently and without consultation, communication, agreement or understanding (for the purpose of restricting competition) with any other party invited to bid for this contract.

We hereby declare that all the information and statements made in this Proposal are true, based on facts; and accept that any misinformation contained in it may lead to our disqualification.

I confirm that I have the authority of (*Name of the Agency/institution*) to submit this proposal and to clarify any details on its behalf.

We understand that you are not bound to accept any proposal you receive.

Yours sincerely,

Enclosures:

Signature of Authorized Person [In full and initials]

Name of Signatory:

Designation:

Name of Agency:

Office Address: Email: Contact No.:

Annexure – 1-B

Format for Submission of Technical Proposal

A. General Details:

SN	Item	Response
1.	Name of the organization / Firm/ Institute Company Registration Number & Date (enclose certificate) Permanent address Tel: Fax : Email id:	
2.	Name of the Authorized person for submitting proposal: Mobile No.: Email id: (Attach Authorization letter of Competent Authority)	
3.	Details Tender fee Amount: No Issuing Date: Name of the Bank:	
4.	Detail of Online Transfer through e-procurement Portal Amount: No.: Issuing Date: Name of the Bank:	
5.	Discloser information as per clause-4 Instruction to Bidder	

6.	Whether the agency was ever blacklisted: Y/N if yes whether that blacklisting was not cancelled: Y/N (If yes, attach copy of same and the affidavit)	
7.	Brief professional background of the organization	
8.	Confirm to carry assignment as per TOR of RFP	YES/NO
9.	Confirm to accept all term & conditions specified in RFP documents	YES/NO
10.	Confirm whether you have an office in Bhubaneswar or agree to furnish an undertaking to open an office if selected to coordinate with OUHM.	

- B. Proof of agency having at 10 years' experience in Engineering/Architectural consultancy service as on date of submission of the bid.

SL No	Year	Details of consultancy project/Client / date of award and enclose copies of contract/client certificate

C. **Financial Details:**

SN	Financial Year	Consultancy Turnover (only pertaining to Architecture and DPR Preparation as certified by CA) in Rs
1.	2022-23	
2.	2023-24	
3.	2024-25	
4.	Avg for 3 years	

(Certificate from Chartered Accountant for the architectural consultancy turn over to be enclosed along with the copies of balance sheets.)

- D. **Similar Experience of Group Housing Projects in the last 10 years:** Experience of similar projects providing consulting service of comprehensive architectural & structural services and preparation of DPR in the last 10 years, as on date of submission of the bid. Projects will be considered as similar projects only if they meet the below-mentioned conditions

1. Type of project - real estate, residential group housing (govt/private), large township project, any large hostel or hospital or hotel or shopping mall.
2. Must have fully completed or if on going at least 80% of project work is completed and proportionate fees have been received as on date of submission of bid.
3. Project having minimum Built Up Area of 1,00,000 Sft

SN	Name of Client and Address	Project Type, other details and scope of work	Date of Award	Current Status of the project (completion %)	Total Built Up Area of the project	No of Floors and FAR used	Project Cost	Work order issued/MoA signed on (date) (Attach documents)
1								
2								
3								
4								
5								

(ADD ROWS IF REQUIRED)

E. Specific experience in Affordable Group Housing Projects in last 10 years:

Experience of providing Specific projects of providing consulting service of comprehensive architectural & structural services and preparation of DPR for any Affordable Housing Projects (housing units below 60 square meters of carpet area) in the last 10 years.

Projects will be considered as a specific project only if they meet the below mentioned conditions

1. Type of project – Affordable Housing Projects or Mixed Housing Project with a mix of EWS/LIG/MIG/Commercial where at least 40% of houses are Affordable Segment (below 60 sqm CA)
2. Must have fully completed or if on going at least 80% of project work is completed and proportionate fees have been received as on date of submission of bid.
3. Project having minimum Built Up Area of 1,00,000 Sft

SN	Name of Client and Address	Project Type, other details and scope of work (key areas to mention)	Date of Award and Current Status of the project (completion %)	Total Built Up Area of the project and out of that how much is Affordable Housing Area - in %	No of Floors and FAR used	Project Cost	If any of the additional works (Feasibility Study, Master or Landscape Planning, Bid Process Management and Architectural Inspection) mark) included in scope of work	Work order issued/MoA signed on (date) (Attach documents)
1								
2								
3								
4								
5								

(ADD ROWS IF REQUIRED)

F. Institutional Strength – CVs of Professionals

Assessment of Team: Requirement of professionals as specified in scoring criteria

F.1: Lead/Principal Architect:

1	Name of the Professional	
2	Qualification with Year	
3	Council of Architect Details	
4	Total No of Years of Relevant Experience	
5	Handled No of Similar Projects – Specify Names only	
6	Handled No of Specific Projects – Specify Names only	
7	Type of Resource: In House/ Outsource	
8	Her/His best project if want to highlight	
9	If achieved any award/recognition	

F.2: Senior Architect:

1	Name of the professional	
2	Qualification with Year	
3	Council of Architect Details	
4	Total No of Years of Relevant Experience	
5	Handled No of Similar Projects – Specify Names only	
6	Type of Resource: In House/ Outsource	
7	Her/His best project if want to highlight	
8	If achieved any award/recognition	

F.3: Civil (Structural) Engineer:

1	Name of the Professional	
2	Qualification with Year	
3	Total No of Years of Relevant Experience	
4	Handled No of Similar Projects – Specify Names only	
5	Type of Resource: In House/ Outsource	
6	Her/His best project if want to highlight	
7	If achieved any award/recognition	

F.4: MEP Engineer:

1	Name of the Professional	
2	Qualification with Year	
3	Total No of Years of Relevant Experience	
4	Handled No of Similar Projects – Specify Names only	
5	Type of Resource: In House/ Outsource	
6	Her/His best project if want to highlight	
7	If achieved any award/recognition	

F.6: Urban Planner:

1	Name of the Professional	
2	Qualification with Year	
3	Total No of Years of Relevant Experience	

4	Handled No of Similar Projects – Specify Names only	
5	Type of Resource: In House/ Outsource	
6	Her/His best project if want to highlight	
7	If achieved any award/recognition	

F.7: Sustainable Professional:

1	Name of the Professional	
2	Qualification with Year	
3	Total No of Years of Relevant Experience	
4	Handled No of Similar Projects – Specify Names only	
5	Type of Resource: In House/ Outsource	
6	Her/His best project if want to highlight	
7	If achieved any award/recognition	

G. FORMAT OF CVs of KEY PROFESSIONALS provided for scoring & to be engaged in this project:

CURRICULUM VITAE (CV)

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

7. Membership in Professional Associations and Publications:			
8. Language skills:			
Language	Speaking	Reading	Writing
English			
Hindi			
Odia			
Adequacy for the Assignment:			
9. Detailed Tasks Assigned on Consultant's Team of Personnel:			
10. Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks			
10.1	Name of Assignment: Year: Client: Main project features: Location: Position Held: Activities performed:		
10.2	Name of Assignment: Year: Client: Main project features: Location: Position Held: Activities performed:		
11. Contact information:		Email & Phone No:	

12.Certification: This is to certify that information provided are true and correct. Any misrepresentation or manipulation if found during evaluation or execution of the contract, the authority can reject the offer of the agency and can take action for black listing.
Name of the Professional: Signature: Date:
Name of the authorized representative of the consultant: Signature: Date:

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

Name of Firm:

Address

Annexure – 2-A

Letter for Submission of Financial Proposal

(On Letter Head of the Bidder)

Letter No.:

Place:

Date:

To:

The Mission Director

Odisha Urban Housing Mission (OUHM)

H & UD Department, Govt. of Odisha

3rd Floor, WATCO Building, Keshari Nagar, Bhubaneswar, PIN: 751001.

Email: ouhmodisha@gmail.com; Contact No: 0674-2534432.

Subject: Financial Proposal for Providing Consultancy Service for Preparation of Detailed Project Reports (DPRs), Support in Bid Process Management, and Ancillary Activities under Pradhan Mantri Awas Yojana-Urban 2.0 in Odisha.

Dear Sir,

We, the undersigned, offer to provide the consulting services for Provide Consultancy Service for Preparation of Detailed Project Reports (DPRs), Support in Bid Process Management, and Ancillary Activities under Pradhan Mantri Awas Yojana-Urban 2.0 in Odisha, in accordance with your Request for Proposal dated [_____] (insert Date) and our Technical Proposal, this Financial Proposal for each project at _____% (Insert amount(s) of approved DPR project cost, is being attached herewith as per the prescribed format (*Annexure-2-B*).

This amount is exclusive of the domestic taxes (GST). We hereby confirm that the Financial Proposal is unconditional, and we acknowledge that any condition attached to the Financial Proposal shall result in reject of our Financial Proposal.

Our Financial Proposal shall be binding upon us subject to modifications resulting from contract negotiations, if any, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Data Sheet of the RFP.

Yours sincerely,

Enclosed: **Financial Proposal**

Signature of Authorized Person [In full and initials]

Name of Signatory:

Designation:

Name of Agency:

Office Address:

Email:

Contact No.:

Annexure – 2-B

Financial Proposal for Consultancy Service for Preparation of Detailed Project Reports (DPRs), Support in Bid Process Management, and Ancillary Activities under Pradhan Mantri Awas Yojana-Urban 2.0 in Odisha

Name of Firm	Financial Proposal for each project (Ex GST)
	at _____% of the approved DPR project cost

Note:

- 1. The Price will be valid throughout the period of contract. The maximum permissible fees is 2% of the approved DPR project cost.*
- 2. The competent authority reserves the right to reject financial bids if consultancy fee quoted is beyond the limits specified above.*
- 3. The financial bid value for evaluation will be exclusive of GST. GST Will be applicable on date of invoice is payable and will be paid that time.*

Signature of Authorized Person [In full and initials]:

Name of Signatory:

Designation:

Name of Agency:

Office Address:

Email:

Contact No.:

Standard Contract Format

(Disclaimer: This is only a standard contract format; necessary and suitable modifications will be done at the time of signing of contract)

CONTENTS

- I. Form of Contract**
- II. General Conditions of Contract**
 - 1. General Provisions
 - 2. Commencement, Completion, Modification and Termination of Contract
 - 3. Obligations of the Consultancy Agency
 - 4. Consultancy Agency/ Agency's' Personnel and Sub-Consultancy Agency/ Agencies
 - 5. Obligations of the Client
 - 6. Payments to the Consultancy Agency
 - 7. Fairness and Good Faith
 - 8. Settlement of Disputes
 - 9. Liquidated Damages
 - 10. Miscellaneous Provisions
- III. Special Conditions of Contract**
- IV. Appendices:**
 - Appendix A: Description of Services
 - Appendix B: Reporting Requirements
 - Appendix C: Staffing schedule
 - Appendix D: Cost Estimates
 - Appendix E: Duties of the "Client"
 - Appendix F: Duties of the "Agency"

**Contract for Providing Consultancy Service for Preparation of
Detailed Project Reports (DPRs), Support in Bid Process
Management, and Ancillary Activities under Pradhan Mantri Awas
Yojana-Urban 2.0 in Odisha**

Between

The Mission Director

Odisha Urban Housing Mission

And State Nodal Officer, PMAY-U

Housing and Urban Development Department

Government of Odisha

And

[Name and address of the Selected Consultancy Agency]

Date:

Place:

I. Form of Contract

(Text in brackets [] should be filled up appropriately)

This CONTRACT (hereinafter called the "Contract") is made on the ____ day of the month of _____, (____year], between the **Mission Director, Odisha Urban Housing Mission (OUHM)**, and State Nodal Officer, PMAY-U, Housing and Urban Development Department, Govt. of Odisha (hereinafter called the "**Client**"), or the **First Party** and, [name of Consulting Agency] (hereinafter called the "**Agency**") or the **Second Party**; and together (hereinafter they are called as the "**Parties**").

WHERE AS

(a) the Consultancy Agency, having represented to the "Client" that it has the required professional skills, personnel and technical resources, has offered to provide in response to the RFP Notice dated _____ issued by the Client;

(b) the "Client" has accepted the offer of the Consultancy Agency to provide the services on the terms and conditions set forth in this Contract.

NOW, THEREFORE, it is hereby agreed between the parties as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - a. The General Conditions of Contract;

- b. The Special Conditions of Contract;
- c. The following Appendices (relevant portions extracted from the RFP): -

Appendix A: Description of Services

Appendix B: Reporting Requirements

Appendix C: Staffing schedule

Appendix D: Cost Estimates

Appendix E: Duties of the "Client"

Appendix F: Duties of the "Agency"

- 2. The mutual rights and obligations of the "Client" and the Consultancy Agency shall be as set forth in the Contract, in particular:
 - a. the Consultancy Agency/agencies shall carry out and complete the Services in accordance with the provisions of the Contract; and
 - b. the "Client" shall make payments to the Consultancy Agency in accordance with the provision of the Contract.

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

Signed by,

1. For and on behalf of OUHM, H & UD Dept., Govt. of Odisha

[Name of the "Client"]

In presence of:

Witnesses

(i)

(ii)

2. For and on behalf of _____

[Name of the "Agency"]

In presence of:

Witnesses

(i)

(ii)

II. **General Conditions of Contract (GC)**

1. **GENERAL PROVISIONS**

1. **Definitions:**

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

- a. "Applicable Law" means the laws and any other instruments having the force of law in Odisha for the time being.
- b. "Consultancy Agency" means any private or public entity that will provide the Services to the "Client" under the Contract.
- c. "Contract" means the Contract signed by the Parties and all the attached documents listed
in its Clause 1, that is the General Conditions (GC), the Special Conditions (SC) and the Appendices.
- d. "Day" means calendar day.
- e. "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- f. "Foreign Currency" means any currency other than the currency of the "Client's" country.
- g. "GC" means these General Conditions of Contract.
- h. "Government" means the Government of Odisha
- a. "Local Currency" means Indian Rupees.
- j. "notice" Written communication sent to Address for communication mentioned in contract.
- k. "Party" means the "Client" or the Consultancy Agency, as the case may be, and "Parties" means both of them.
- l. "Personnel" means professionals and support staff provided by the Consultancy 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 GC4.2(a).
- m. "Reimbursable expenses" means all assignment-related costs [such as travel, translation, report printing, secretarial expenses, subject to specified maximum limits in the Contract).
- n. "Sc" means the Special Conditions of Contract by which the GC may be amended or supplemented.
- o. "Services" means the work to be performed by the Consultancy Agency pursuant to the Contract, as described in Appendix A here to.

- p. Third Party" means any person or entity other than the "Client", or the consultancy Agency.
- q. "In writing" means communicated in written form with proof of receipt.
- r. "CLTCS" means the Cluster Level Technical Cell or District Level Technical Cell

2. Relationship Between the Parties:

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the "Client" and the Consultancy Agency. The Consultancy Agency, subject to this Contract, has complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

3. Law Governing Contract:

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

4. Headings:

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

5. Notices:

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.
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.

6. Location:

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

7. Authorized Representatives:

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

8. Taxes and Duties:

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

9. Fraud and Corruption:

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

- i. "Corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
- ii. "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
- iii. "collusive practices" means a scheme or arrangement between two or more Consultancy Agency, with or without the knowledge of the Client, designed to establish prices at artificial, non-competitive levels;
- iv. "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence the ir participation in a procurement process, or affect the execution of a contract;

10. Measures to be taken by the Client:

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

11. Commissions and Fees:

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

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

- 1. **Effectiveness of Contract:** This Contract shall come into force and effect on the date (the "Effective Date") of the "Client's notice to the Consultancy Agency instructing the Consultancy Agency to begin carrying out the Services. This notice shall confirm that the conditions precedent and effectiveness conditions, if any, listed in the SC have been met.
- 2. **Termination of Contract for Failure to Become Effective:** If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as specified in the SC Client may, by not less than twenty-one (21) days written notice to the Consultancy Agency, declare this Contract to be null and void, and forfeit the EMD.
- 3. **Commencement of Services:** The Consultancy Agency shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.

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 as specified in the SC.
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.
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 Client is required.

7. Force Majeure

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

2. 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.

3. Measures to be Taken:

- b. 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.

- c. 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.
- d. 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.
- e. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultancy Agency, upon instructions by the "Client", shall either demobilize or continue with the Services to the extent possible, in which case the Consultancy Agency shall continue to be paid proportionately and on prorated basis, under the terms of this Contract.
- f. 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.

8. Suspension:

The "Client" may, by written notice of suspension to the Consultancy Agency, suspend all payments to the Consultancy Agency hereunder if the Consultancy Agency fails to perform any of its obligations under this contract, including the carrying out of the services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall allow the consultancy Agency to remedy such failure, if capable of being remedied, within a period not exceeding Thirty(30) Days after receipt by the consultancy Agency of such notice of suspension.

9. Termination

- 1. **By the "Client":** The "Client" may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (i) of this Clause GC 2.9. 1..

1.

- a. If the Consultancy Agency fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the "Client" may have subsequently approved in writing.
- b. If the Consultancy Agency becomes (or, if the Consultancy Agency 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 Consultancy Agency fails to comply with any final decision reached as result of arbitration proceedings pursuant to Clause GC 8 hereof.

- d. If the Consultancy Agency, in the judgment of the "Client", has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
 - e. If the Consultancy Agency submits to the "Client" a false statement which has a material effect on the rights, obligations or interests of the "Client".
 - f. If the Consultancy Agency places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Client.
 - g. If the Consultancy Agency fails to provide the quality services as envisaged under this Contract. The Consultancy Monitoring Committee (CMC) formulated to monitor the progress of the assignment may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The CMC may decide to give one chance to the Consultancy Agency to improve the quality of the services.
 - h. if, as the result of Force Majeure, the Consultancy Agency is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
 - a. If the "Client", in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
 - 1. In such an occurrence the "Client" shall give a not less than thirty (30) days' written notice of termination to the Consultancy Agency, and sixty (60) days in case of the event referred to in (i).
- a.
- 2. **By the Consultancy Agency:** The Consultancy Agency may terminate this Contract, by not less than thirty (30) days' written notice to the "Client", in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause GC 2.9.2.
 - b. If the "Client" fails to pay any money due to the Consultancy Agency pursuant to this Contract and not subject to dispute pursuant to Clause GC 8 hereof within forty-five (45) days after receiving written notice from the Consultancy Agency that such payment is overdue.
 - c. If, as the result of Force Majeure, the Consultancy Agency is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
 - d. If the "Client" fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.
 - e. If the "Client" is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultancy Agency may have subsequently approved in writing) following the receipt by the "Client" of the Consultancy Agency's notice specifying such breach.
- 1.
 - 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 GC3.3 hereof, (iii) the Consultancy Agency's obligation to permit inspection, copying and auditing of their accounts and records set forth in Cause GC3.6 hereof, and (iv) any right which a Party may have under the Law.

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 Consultancy Agency shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultancy Agency and equipment and materials furnished by the "Client", the Consultancy Agency shall proceed as provided, respectively, by Clauses GC3.9 or GC3.10 hereof.
5. **Payment upon Termination:** Upon termination of this Contract pursuant to Causes GC 2.9.1 or GC 2.9.2 hereof, the "Client" shall make the following payments to the Consultancy Agency:
 - a. If the Contract is terminated pursuant to Clause 2.9.1 (h), (i) or 2.9.2, Fee pursuant to Clause GC6.3(h) (i) hereof for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures pursuant to Clause GC 6.3(h) (i) 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 (e), the Consultancy Agency shall not be entitled to receive any agreed payments upon termination of the contract. However, the "Client" may consider to make payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to the Client. Applicable Under such circumstances, upon termination, the client may also impose liquidated damages as per the provisions of Clause 9 of this agreement. The Consultancy Agency will be required to pay any such liquidated damages to client within 30 days of termination date.
6. **Disputes about Events of Termination:** If either Party disputes whether an event specified in paragraphs (a) through (h) of Clause GC 2.9.1 or in Clause GC 2.9.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to Clause GC 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. OBLIGATIONS OF THE CONSULTANCY AGENCY

1. **General:** Standard of Performance: The Consultancy Agency shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate Technology and safe and effective equipment,

machinery, materials and methods. The Consultancy Agency shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the "Client", and shall at all times support and safeguard the "Client's legitimate interests in any dealings with Sub-Consultancy Agency or Third Parties.

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

1. **Consultancy Agency not to benefit from Commissions, Discounts, etc.:**

- a. The payment of the Consultancy Agency pursuant to Cause GC 6 hereof shall constitute the Consultancy Agency's only payment in connection with this Contract and, subject to Clause GC 3.2.2 hereof, the Consultancy Agency shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultancy Agency shall use its best efforts to ensure that any Personnel and agents of either of them, similarly shall not receive any such additional payment.
- b. Furthermore, if the Consultancy Agency, as part of the Services, has the responsibility of advising the "Client" on the procurement of goods, works or services, the Consultancy Agency shall comply with the Client's applicable procurement guidelines, and shall at all times exercise such responsibility in the best interest of the "Client". Any discounts or commissions obtained by the Consultancy Agency in the exercise of such procurement responsibility shall be for the account of the "Client".

2. **Consultancy Agency and Affiliates Not to Engage in Certain Activities:**

The Consultancy Agency agrees that, during the term of this Contract and after its termination, the Consultancy Agency and any entity affiliated with the Consultancy Agency, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultancy Agency's Services for the preparation or implementation of the project.

3. **Prohibition of Conflicting Activities:** The Consultancy Agency shall not engage and shall cause their Personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them und. this Contract.

3. **Confidentiality:** Except with the prior written consent of the "Client", the Consultancy. Agency and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultancy Agency and its Personnel make public the recommendations formulated in the course of or as a result of, the Services.
4. **Insurance to be Taken out by the Consultancy Agency:** The Consultancy Agency () shall take out and maintain, at their own cost but on terms and conditions approved by the "Client insurance against the risks, and for the coverages specified in the SC, and (ii) at the "Client's request, shall provide

evidence to the "Client" showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

5. **Accounting, Inspection and Auditing:** The Consultancy Agency () 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 (i) shall periodically permit the "Client" or its designated representative and/or the Client, and up to five years from expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the "Client" or the Client, if so required by the "Client" or the Client as the case may be.
6. **Consultancy Agency's Actions Requiring "Client's Prior Approval:** The Consultancy Agency shall obtain the "Client's prior approval in writing before taking any of the following actions: (a) Any change or addition to the Personnel listed in Appendix C.
7. **Reporting Obligations:** The Consultancy Agency shall submit to the "Client" the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix. Final reports shall be delivered as specified in said Appendix.
8. **Documents Prepared by the Consultancy Agency to be the Property of the "Client":** All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultancy Agency for the "Client" under this Contract shall become and remain the property of the "Client", and the Consultancy Agency shall, not later than upon termination or expiration of this Contract, deliver such documents to the "Client", together with a detailed inventory thereof. The Consultancy Agency may retain a copy of such documents, but shall not use anywhere, without taking permission, in writing, from the Client and the Client reserves right to grant or deny any such request. If license agreements are necessary or appropriate between the Consultancy Agency and third parties for purposes of development of any such computer programs, the Consultancy Agency shall obtain the Client's prior written approval to such agreements, and the "Client" shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.
9. **Equipment, Vehicles and Materials Furnished by the "Client":** Equipment, vehicles and materials made available to the Consultancy Agency by the "Client" or purchased by the Consultancy Agency wholly or partly with funds provided by the "Client", shall be the property of the "Client" and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultancy Agency shall make available to the "Client" an inventory of such equipment, vehicles and materials and shall dispose of such equipment and materials in accordance with the "Client's instructions. While in possession of such equipment, vehicles and materials, Consultancy Agency, unless otherwise instructed by the "Client in writing, shall insure them at the expense of the "Client" in an amount equal to their full replacement value.

10. **Equipment and materials provided by the consultancy Agency:** Equipment or materials brought into the Government's country by the Consultancy Agency and the Personnel and used either for the Project or personal use shall remain the property of the Consultancy Agency or the Personnel concerned, as applicable.

4. **CONSULTANCY AGENCY'S PERSONNEL**

1. **General:** The Consultancy Agency shall employ and provide such qualified and experience Personnel and Sub-Consultancy Agency as are required to carry out the Services.
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 Consultancy Agency's Key Personnel are as per the Consultancy Agency's proposal and are described in Appendix C. If any of the Key Personnel has already been approved by the "Client", his/her name is listed as well.
 - 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 Consultancy Agency by written notice to the "Client", provided (0 that such adjustments shall not after the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (i) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Cause GC 6.1(b) of this Contract. Any other such adjustments shall only be made with the "Client's written approval.
 - c. If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by agreement in writing between the "Client" and the Consultancy Agency. In case where payments under this Contract exceed the ceilings set forth in Clause GC6.1(b) of this Contract, this will be explicitly mentioned in the agreement.
3. **Approval of Personnel:** The Key Personnel and Sub-Consultancy Agency listed by title as well as by name in Appendix C are hereby approved by the "Client". In respect of other Personnel which the Consultancy Agency proposes to use in the carrying out of the Services, the Consultancy Agency shall submit to the "Client" for review and approval a copy of their Curricula Vitae (CVs). If the "Client" does not object writing (stating the reasons for the objection) within twenty-one (21) days from the date of receipt of such CVs, such Personnel shall be deemed to have been approved by the "Client".
4. **Removal and/or Replacement of Personnel:**
 - a. Except as the "Client" may otherwise agree, no changes shall be made in the Personnel If, for any reason beyond the reasonable control of the Consultancy Agency, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Personnel, the Consultancy Agency shall forthwith provide as a replacement a person of equivalent or better qualifications.
 - b. If the "Client" (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (i) 9 has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the

Consultancy Agency shall, at the "Client's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the "Client".

- c. Any of the Personnel provided as a replacement under Clauses (a) and (b) above, as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Consultancy Agency may wish to claim as a result of such replacement, shall be subject to the prior written approval by the "Client". The rate of Fee applicable to a replacement person will be the rate of Fee paid to the replacement person. Also (i) the Consultancy Agency shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the Fee to be paid for any of the Personnel provided as a replacement shall not exceed the Fee which would have been payable to the Personnel replaced.

- 5. **Resident Project Manager:** If required by the SC, the Consultancy Agency shall ensure that at all times during the Consultancy Agency's performance of the Services a resident project manager, acceptable to the "Client", shall take charge of the performance of such Services.

5. **OBLIGATIONS OF THE "CLIENT"**

- 1. **Assistance and Exemptions:** Unless otherwise specified in the SC, the "Client" shall use its best efforts to ensure that the Government shall:
 - a. Provide the Consultancy Agency and Personnel with work permits and such other documents as shall be necessary to enable the Consultancy Agency 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 Consultancy Agency, Sub-Consultancy Agency and Personnel any such other assistance as may be specified in the SC.
- 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 Odisha with respect to taxes and duties, which are directly payable by the Consultancy Agency 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 Consultancy Agency in performing the Services, then the Fee and reimbursable expenses otherwise payable to the Consultancy Agency under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GC 6.1(b).

3. **Services, Facilities and Property of the "Client";**

- a. The "Client" shall make available to the Consultancy Agency and its Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in Appendix-E at the times and in the manner specified in said Appendix E.
 - b. In case that such services, facilities and property shall not be made available to the Consultancy Agency as and when specified in Appendix E, the Parties shall agree on any time extension that it may be appropriate to grant to the Consultancy Agency for the performance of the Services.
4. **Payment:** In consideration of the Services performed by the Consultancy Agency under this Contract, the "Client" shall make to the Consultancy Agency such payments and in such manner as is provided by Clause GC6 of this Contract.

6. PAYMENTS TO THE CONSULTANCY AGENCY

6.1 Total Cost of the Services

- a. The total cost of the Services payable is set forth in Appendix D as per the Consultancy Agency's proposal to the Client 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 Clause's GC 4.2 (c) or 5.2 hereof, the Parties shall agree that additional payments shall be made to e Consultancy Agency in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GC6.1(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.
 1. **Currency of Payment:** All payments shall be made Indian Rupees. [In case the payment is to be made in the currency other that Indian Rupees, the same shall be mentioned instead of Indian Rupees]
 2. **Terms of Payment** The payments in respect of the Services shall be made as follows:
 - a. The Consultancy Agency shall submit the invoice for payment when the payments due as per the agreed terms. The payment shall be released as specified at SC 10.
 - b. Once a milestone is completed the Consultancy Agency shall submit the requisite deliverables as specified in this Contract. The Client shall release the requisite payment upon acceptance of the deliverables. However, if the Client fails to intimate acceptance of the deliverables or its objections thereto, within 30 days of receipt of it, the Client shall release the payment to the Consultancy Agency without further delay.
 - c. Final Payment: The final payment as specified in SC 10 shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultancy Agency and approved as satisfactory by the "Client". The Services shall be deemed completed and finally accepted by the "Client" and the final report and final statement shall be deemed approved by the "Client" as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the "Client unless the "Client", within such ninety (90) day period, gives written notice to the Consultancy Agency specifying in detail deficiencies in the Services, the final report or final statement. The Consultancy Agency shall thereupon promptly make any

necessary corrections, and thereafter the foregoing process shall be repeated. Any amount, which the "Client" has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract, shall be reimbursed by the Consultancy Agency to the "Client" within thirty (30) days after receipt by the Consultancy Agency of notice thereof. Any such claim by the "Client" for reimbursement must be made within twelve (12) calendar months after receipt by the "Client" of a final report and a final statement approved by the "Client" in accordance with the above.

- d. For the purpose of payment under Clause 6.3 (b) above, acceptance means; acceptance of the deliverables by the Client after submission by the Consultancy Agency and the Consultancy Agency has made presentation to the CMC / Client (Mention this if presentation is required) with / without modifications to be communicated in writing by the Client to the Consultancy Agency.
- e. If the deliverables submitted by the Consultancy Agency are not acceptable to the Client / CMC, reasons for such non-acceptance should be recorded in writing; the Client shall not release the payment due to the Consultancy Agency. This is without prejudicing the Client'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 Client.
- f. All payments under this Contract shall be made to the accounts of the Consultancy Agency 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 Consultancy Agency of any obligations hereunder, unless the acceptance has been communicated by the Client to the Consultancy Agency in writing and the Consultancy Agency has made necessary changes as per the comments/ suggestions of the Client communicated to the Consultancy Agency.
- h. In case of early termination of the contract, the payment shall be made to the Consultancy Agency as mentioned here with: (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 Consultancy Agency shall provide the details of persons reasonably worked during this period with supporting documents. Based on such details, the Fee 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 Consultancy Agency 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

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.
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 effort 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

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, cause GC8.2 shall be come applicable.
2. **Arbitration:** In the case of dispute arising upon or in relation to or in connection with the contract between the Client and the Consultancy Agency, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of 3 (three) arbitrators, one each to be appointed by the Client and the Consultancy Agency, 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.
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.
4. The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the Client and the Consultancy Agency. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself, All arbitration awards shall be in writing and shall state the reasons for the award.

9. LIQUIDATED DAMAGES

9.1 The parties hereby agree that due to negligence of act of any party, if the other party suffer 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 [05] % 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 10, the Consultancy Agency shall be liable to pay 0.5% of the total cost of the services for delay of each week or part thereof.
- b. If the deliverables are not acceptable to the Client as mentioned in Clause 6.3 (), and defects are not rectified to the satisfaction ion of the Client within 30 days of the receipt of the notice, the Consultancy Agency shall be liable for Liquidated Damages for an amount equal to [0.5] % of total cost of the services for every week or part thereof for the delay.

10. Performance Security:

- a. The selected bidder, for due and faithful performance of its obligations under the Contract, shall be required to provide a “Performance Security” of the value equivalent to 5% of the Total Fee of the contract value in shape of a ‘Bank Guarantee’ from a scheduled bank, infavor of OUHM, payable at Bhubaneswar within 15 days of receiving of LOA/Purchase order. The performance security shall remain valid till 2 years.
- b. The Performance security shall be denominated in Indian rupees.
- c. The performance security shall be discharged by the Purchaser within 60 days from the date of completion of contract obligation.
- d. The security shall be fortified in the following cases:

1. In case of agency failed to perform the service as per contract.

2. In case delay in delivering the service without any reasonable cause.

11. MISCELLANEOUS PROVISIONS

- i. "Nothing contained in this Contract shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent.
- ii. Any failure or delay on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- iii. The Contractor/Consultancy Agency shall notify the Client/ the Government of India of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.
- iv. The Contractor/Consultancy Agency shall at all times indemnify and keep indemnified the Client/Government of India against all claims/damages etc. for any infringement of any Intellectual Property Rights (PR) while providing its services under the Project.

The Contractor/Consultancy Agency shall at all times indemnify and keep indemnified the

- v. Client/Government of India against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Contractor's/Consultancy Agency's) employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Contractor/Consultancy Agency.
- vi. The Contractor/ Consultancy Agency shall at all times indemnify and keep indemnified the Client/Government of India against any and all claims by Employees, Workman, Contractors, sub-contractors, suppliers, agent(s), employed engaged or otherwise working for the Contractor, in respect of wages, salaries, Fee, compensation or the like.
- vii. All claims regarding indemnity shall survive the termination or expiry of the Contract.
- viii. It is acknowledged and agreed by all Parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the (Contractor/ Consultancy Agency) for any engagement, service or employment in any capacity in any office or establishment of the Government of India or the Client.

III. Special Conditions of Contract

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

SC Clauses	Ref. of GC Clause	Amendments of, and Supplements to, Clauses in the
		General Conditions of Contract
1,	1.5	1, "Client": Attention: Facsimile:
		2 Consultancy Agency: Attention: Facsimile:
2	1.7	{insert name of member} The Authorized Representatives are:
		For the "Client": For the Consultancy Agency:
3	2.1	The effectiveness conditions are the following: a. The contract to be signed within 15 days of intimation. b. Performance bank guarantee to be submitted within 15 days of contract signing.
5	2.2	The time period shall be one months

6	2.3	The time period shall be 15 days from effective date
7	2.4	The time period of expiry of contract is
8	4.5	a. The Resident Manager to be located at Bhubaneswar office of the Agency to coordinate with SLNA
	9	6.1 (b) The ceiling in local currency is Rs _____ lakhs
10	6.3	For lump-sum contracts payment will be made based on milestones indicated for each activity as below:

PAYMENT AND REPORTING SCHEDULE

As per details given in TOR.

11. 8.3 The Arbitration proceedings shall take place in Bhubaneswar in India.

Binding signature of Client Signed by

(for and on behalf of the President of India)

Binding signature of Consulting Agency Signed by

_____(for and on behalf of
_____)duly authorized vide Resolution
No. _____; dated _____ of the Board of Directors/
Governing Council of _____)

In the presence of (Witnesses)

1.

2.

Model Bank Guarantee Format for furnishing EMD

Whereas (hereinafter called the “tenderer”) has submitted their offer dated..... for the supply (hereinafter called the “tender”) against the purchaser’s tender enquiry No.....

KNOW ALL MEN by these presents that WE..... of having our registered office at..... are bound unto (hereinafter called the “Purchaser) in the sum of for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this.....day of20.....

THE CONDITIONS OF THIS OBLIGATION ARE:

(1) If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.

(2) If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity: -

a) If the tenderer fails to furnish the Performance Security for the due performance of the contract.

b) Fails or refuses to accept/execute the contract.

WE undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force upto and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

Our.....branch at.....* (Name & Address of the* branch) is liable to pay the guaranteed amount depending on the filing of claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our* branch a written claim or demand and received by us at our* branch on or before Dt.....otherwise 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 and address of the Branch

* Preferably at the headquarters of the authority competent to sanction the expenditure for purchase of goods or at the concerned district headquarters or the State headquarters.

Annexure – 5

Model Bank Guarantee Format for Performance Security

To

The Governor of Odisha.

WHEREAS..... (name and address of the supplier) (hereinafter called “the supplier”) has undertaken, in pursuance of contract no..... dated to supply (description of goods and services) (herein after called “the contract”).

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

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

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, 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 supplier 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 supplier before presenting us with the demand.

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

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

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

branch) is liable to pay the guaranteed amount depending on the filing of claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our* branch a written claim or demand and received by us at

our* branch on or before Dt.....otherwise 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 and address of the Branch

NOTES:

The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.

The address, telephone no. and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

Annexure - 6

Standard Invoice Format

To, The Mission Director OUHM, H & UD Dept., Govt. of Odisha 3rd Floor, Jal Bhawan, Keshari Nagar Bhubaneswar, PIN: 751001.	Invoice No: Invoice Date: Service Tax/GST Regd. No: PAN No:
---	--

Agreement: Consultancy Preparation of Detailed Project Reports (DPRs), Support in Bid Process Management, and Ancillary Activities under Pradhan Mantri Awas Yojana-Urban 2.0 in Odisha.

Agreement No & Date:

Period of Consultancy	Start: ____/____/____	End: ____/____/____
Total Value of Contract	Rs:	
Amount Claimed till Date	Rs:	
Amount Received till Date	Rs:	

Specific Milestone Achieved with Date	
Amount Claimed for the milestone	
Period covered under this claim	Start: ____/____/____ End: ____/____/____

I. Claim Towards Fees

Particulars of current claim	Total amount claimed for the period (in Rs)
Fees	
GST as applicable (at %)	
Total Invoice	

Please make the payment to:

Bank A/C No.	Name of the Account Holder	Branch Code	IFSC Code

Summary of payment received till date:				
Sl. No.	Invoice Date	Invoice No.	Amount Received	Date of Receipt

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

Signature of the Authorised Representative (Second Party)

The claim is correct and services have been satisfactorily performed. Please arrange payment as claimed.

Signature of the Mission Director, OUHM (First Party)

Annexure - 7

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 the RFP. If yes, please furnish details of any such activities.

If no, please certify,

IN BIDDERS 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 (XX):

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:

Annexure - 8

FORMAT FOR SUBMISSION OF PRE-BID QUERY

The bidders will have to ensure that their queries in soft copy should reach to the Mission Director, OUHM through email at ouhmodisha@gmail.com latest by **T + 7 Working Days** as per the prescribed format mentioned below.

Sl. No.	Page Number / Section of RFP Document	Current Provision / RFP Text	Query from the Bidder	Suggested changes
1.				
2.				
3.				
4.				
5.				
6.				

Authorized Signatory [In full and initials]:

Name and Designation with Date and Seal:

[Any deviation to the above prescribed format will not be taken into consideration for clarification. The Client shall not responsible for ensuring that the bidders' queries have been received by them. Any request for clarification post submission date and time as per the Bidder Data Sheet of the RFP shall not be entertained by the Client.]

Annexure- 9

E- Procurement Guideline

Executive Instruction regarding calling for and acceptance of tenders in e-Procurement in Govt. of Odisha.

Appendix - I

Government of Odisha Works Department

Office Memorandum

File No.07556900042013 (Pt-II) – 7885/W Dated 23.07.2013

Sub: Codal Provision regarding e-Procurement

After introduction of e-procurement in Government of Odisha, necessary guidelines / procedures has been issued in Works Department Office Memorandum No.1027 dt.24.01.2009 which consists of the procedural requirement for e-procurement of tenders. After careful consideration Government have been pleased to make following modifications to codal provisions by way of addition as Appendix – IX(A) of OPWD Code Vol.II) as follows:

(Appendix-IX (A) of OPWD Code, Vol-II)

Executive instructions regarding calling for and acceptance of tenders in e-Procurement.

1. This office memorandum consists of the procedural requirement of e-procurement and shall be made part of the Detailed Tender Call Notice or Instruction to Bidder for all “works” tenders hoisted in the portal.
2. The e-procurement portal of Government of Odisha is “<https://tendersodisha.gov.in>”.
3. Use of valid Digital Signature Certificate of appropriate class (Class II or class III) issued from registered certifying authorities (CA) as stipulated by Controller of

Certifying Authorities (CCA), Government of India such as n-Code, Sify, TCS, MTNL, e-Mudhra is mandatory for all users.

4. The DSC issued to the Department users is valid for the period of two years only. All the Department users are responsible to revalidate their DSC prior to expiry.
5. For all purpose, the server time displayed in the e-Procurement portal shall be the time to be followed by all the users.
6. Government after careful consideration have decided to hoist all tenders costing 10 lakhs or above in the e-procurement portal. This will be applicable across all Engineering Departments such as Works Department, Department of Water Resources, Rural Development and Housing & Urban Development Department. Government of Odisha also welcomes hoisting of tenders by any other departments, authority, corporations, local bodies etc. of the State with prior approval from Works Department. Works

Department is the Nodal Department for the implementation of e-Procurement in the State.

7. The e-procurement shall be operated compliant to relevant provisions of OGFR/ OPWD code/ Accounts code/ Government statutes including any amendments brought from time to time to suit to the requirement of the best national practice.
8. Registration in the e-procurement portal is without levy of any charges but Government reserves the right to levy any charges for such value added services in future.
9. Contractor not registered with Government of Odisha, can participate in the e-Procurement after necessary enrolment in the portal but have to subsequently register themselves with the appropriate registering authority of the State Government before award of the work as per prevalent registration norms of the State.
10. For the role management “Department” is the Administrative Department, Organization or wing is the Chief Engineer or highest tender accepting authority or equivalent officer, Division is the Executive Engineer or equivalent Officer and Subdivision is the Assistant Engineer or equivalent officer.
11. The e-Procurement software assigns roles for operation of the module for specific function. The terminologies used in the portal and their respective functions in the software are as follows.

1. Application Administrator (NIC & State Procurement Cell)

- i. Master Management
- ii. Nodal Officer Creation
- iii. Report Generation
- iv. Transfer of Officer’s login ID.
- v. Blocking & unblocking of officer’s and bidder’s login ID.

2. Nodal Officer (At organization level not below the Superintending Engineer or equivalent rank)

- i. Creation of Users
 - ii. Role Assignment
 - iii. Report Generation
 - iv. Transfer of Officer's login ID.
 - v. Blocking & unblocking of officer's Login ID.
3. Procurement Officer Publisher (Officer having tender inviting power at any level)
 - i. Publishing of Tender
 - ii. Publishing of Corrigendum / addendum / cancellation of Tender
 - iii. Bid Clarification
 - iv. Uploading of Pre-Bid minutes.
 - v. Report generation.
4. Procurement Officer Administrator (Generally sub-ordinate officer to Officer Inviting Tender)

	i.	Creation of Tender
	ii.	Creation of Corrigendum / addendum / cancellation of
	iii.	Tender Report generation.
11.5		Procurement Officer Opener (Generally sub-ordinate officer to Officer Inviting Tender)
	i.	Opening of Bid
11.6		Procurement Officer Evaluator (Generally Sub-Ordinate Officer to Officer Inviting Tender)
	i.	Evaluating Bid
11.7		Procurement Officer-Auditor (Procurement Officer Publisher and/or Accounts Officer / Finance Officer)
	i.	To take up auditing

12. NOTICE INVITING BID (NIB) or INVITATION FOR BID (IFB):

1. The Notice Inviting Bids (NIB) and Bid documents etc., shall be in the Standard formats as applicable to conventional Bids and will be finalized / approved by the officers competent as in the case of conventional Bids.
2. The officers competent to publish NIB in case of conventional Bids will host the NIB in portal. Simultaneously, a notification should also be published in the newspapers, as per existing rules preferably, in the following format, to effect economy:-

Government of Odisha "e" procurement Notice
--

Bid Identification No.-----	
1.	Name of the work:
2.	Estimated cost: Rs.
3.	Period of completion
4.	Date & Time of availability of bid document in the portal
5.	Last Date / Time for receipt of bids in the portal
6.	Name and address of the O.I.T.:.....
Further details can be seen from the e-procurement portal "https://tendersodisha.gov.in"	

12.

3. The tender documents published by the Tender Inviting Officer (Procurement Officer Publisher) in the website <https://tendersodisha.gov.in> will appear in the "Latest Active Tender". The Bidders/ Guest Users can download the Bid documents only after the due date & time of sale. The publication of the tender will be for specific period of time till the last date of submission of bids as mentioned in the 'Notice inviting Bid' after which the same will be removed from the list of "Latest Active tenders".

13. ISSUE OF ADDENDA/ CORRIGENDA/ CANCELLATION NOTICE:

3. The Procurement Officer Publisher (Officer Inviting Tender) shall publish any addendum/ corrigendum/ cancellation of tender in the website

<https://tendersodisha.gov.in>, notice board and through paper publication and such notice shall form part of the bidding documents.

13.

2. 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 watch 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.

14. CREATION AND PUBLISHING OF BID:

2. All the volumes/documents shall be uploaded in the portal by the tender creating officer (Procurement Officer Administrator) and published by the Officer Inviting Tender (Procurement Officer Publisher) using their DSCs in appropriate format so that the document is not tampered with
3. The tender document comprise the notice inviting tender, bid document/ SBD, drawings in .pdf format and the schedule of quantities / BoQ in .xls format to be uploaded by the Officer Inviting Tender.

4. Procurement Officer Administrator creates tender by filling up the following forms:

- i. BASIC DETAILS
- ii. COVER CONTENT: The Procurement officer Administrator should briefly describe the name and type of documents to be uploaded by the bidder in the following format:
 - a. For Single Cover/Packet:

Sl No	Cover Type	Document Description	Type
1	Fee/ Prequal/ Technical/ Finance	Tender Cost, EMD, VAT, PAN, Contractor RC	.pdf
		Affidavits, undertakings and any other document as per SBD/DTCN.	.pdf
		BoQ	.xls

1.

1.

1.

- b. For Two Cover/Packet:

Sl No	Cover Type	Document Description	Type
1	Fee/ Prequal/ Technical	Tender Cost, EMD, VAT, PAN, Contractor RC	.pdf
		Affidavits, undertakings and any other document as per SBD/DTCN.	.pdf
2	Finance	BoQ	.xls
		Special condition if any specifically mentioned by Officer Inviting Tender	.pdf

1.

1.

- iii. TENDER DOCUMENT: The Procurement Officer Administrator should upload the NIT in .pdf format.
- iv. WORK ITEM DETAILS
- v. FEE DEATILS: The Procurement Officer Administrator should mention the cost of tender paper and EMD amount as laid down in DTCN/SBD.
- vi. CRITICAL DATES: The Procurement Officer Administrator should mention the critical dates of tender such as publishing date, document download start date & end date, seek clarification start date & end date (optional), bid submission start date & closing date, bid opening date as per DTCN/SBD.
- vii. BID OPENER SELECTION: The Procurement Officer creator can select two / three

/ four bid openers for a particular bid. If required the bid openers can also be selected within an organization from other procurement units (Circles /Divisions).

14.

1.

- viii. WORK ITEM DOCUMENTS: The Procurement Officer Administrator should upload the digitally signed tender document (SBD/DTCN) or any other addition document/drawings in .pdf format and Bill of Quantities in .xls format.
- ix. PUBLISHING OF TENDER: The Procurement Officer Publisher shall publish the tender using his/her DSC after detail scrutiny of the fields created and documents uploaded by the Procurement Officer Administrator. Procurement Officer Publisher can publish tenders for multiple procurement units using multiple DSCs procured for each post separately. After being relieved from the additional charges he has to surrender the additional DSCs to the Nodal Officer of the concerned organisation.

15. PARTICIPATION IN BID:

- 1. PORTAL REGISTRATION: 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/her Login ID and attach his/her valid Digital signature certificate (DSC) to his/her unique Login ID. He/She has to submit the relevant information as asked for about the firm/contractor. The portal registration of the bidder/firm is to be authenticated by the State Procurement Cell after verification of original valid certificates/documents such as (i) PAN and (ii) Registration Certificate (RC) / VAT Clearance Certificate (for procurement of goods) of the concerned bidder. The time period of validity in the portal is at par with validity of RC/ VAT Clearance. Any change of information by the bidder is to be re-authenticated by the State Procurement Cell. After successful authentication bidder can participate in the online bidding process.
 - I. Bidders participating through Joint Venture shall declare the authorised signatory through Memorandum of Understanding duly registered and enrol in the portal in the name and style of the Joint venture Company. It is mandatory that the DSC issued in the name of the authorised signatory is used in the portal.
 - II. Any third party/company/person under a service contract for operation of e-Procurement system in the State or his/their subsidiaries or their parent companies shall be ineligible to participate in the procurement process that are undertaken through the e-Procurement system irrespective of who operates the system.

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.

- 1.
2. DOWNLOADING OF BID: The bidder can download the tender of his choice and save it in his system and undertake the necessary preparatory work off-line and upload the completed tender at his convenience before the closing date and time of submission.
3. CLARIFICATION ON BID: 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.
4. PREPARATION OF BID
 1. The bids may consist of general arrangements drawings or typical or any other drawings relevant to the work for which bid has been invited. Bidder may download these drawings and takeout print for detail study and preparation of his bid. Any other drawings and documents pertaining to the works available with the Officer Inviting The bid will be open for inspection by the bidders.
 2. The Bidder shall go through the Bid carefully and list the documents those are asked for submission. He shall prepare all documents including cost of Bid Document, Bid Security, Declaration form, price bid etc. and store in the system.
5. PAYMENT OF EMD/BID SECURITY AND COST OF BID DOCUMENTS:
 1. The Bidder shall furnish, as part of his Bid, a Bid security for the amount mentioned under NIT/Contract Data. The bidder shall scan all the written/printed pages of the bid security and up load the same in portable document format (PDF) to the system in designated place of the technical BID. Furnishing scanned copy of such documents is mandatory otherwise his/her bid shall be declared as non-responsive and liable for rejection.
 2. 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. The validity period of the EMD or Bid Security shall be as mentioned in the bid document. Any bid not accompanied by an acceptable Bid Security and not secureXV as indicated in the bid document shall be rejected as non-responsive. The bid security shall be retained till such time the successful bidder furnishes Initial Security Deposit (ISD) or Performance Security acceptable to

the Officer Inviting the Bid. Failure of the successful Bidder to comply with the requirements shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security. The Bid security in the form of FD / BG shall be from a Nationalized Bank valid for a period of 45 days beyond the validity of the bid. Bid security in other form is acceptable if the bid documents provides for it.

3. The Fixed Deposit / Bank Guarantee or any other form as mentioned in detailed tender call notice in respect of Earnest Money Deposit / Bid Security and the Bank Draft in respect of cost of Bid are to be scanned and up loaded in portable document format (PDF) along with the bid.
4. 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. In the eventuality of failure on the part of the lowest successful bidder to produce the original documents, he will be debarred in future from participating in tender for 3 years and will be black listed by the competent authority. In such a 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.
5. 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
6. Government of Odisha has been actively considering integrating 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 shall be issued separately after it is established.

16. SUBMISSION OF BID:

1. The bidder shall carefully go through the tender and prepare the required documents. The bid shall have a Technical Bid & a Financial Bid. The Technical bid generally consist of cost of Bid documents, EMD/ Bid Security, VAT, PAN / TIN, 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.
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 item 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.

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. 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 item(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.
5. The bidder shall log on to the portal with his/her DSC and move to the desired tender for up loading the documents in appropriate place one by one simultaneously checking the documents.
 - I. 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.
 - II. Each process in the e-procurement is time stamped and the system can detect the time of log in of each user including the Bidder.
 - III. The Bidder should ensure clarity/legibility of the document uploaded by him to the portal.
 - IV. The system shall require all the mandatory forms and fields filled up by the contractor during the process of submission of the bid/tender.
 - V. The bidder should check the system generated confirmation statement on the status of the submission.
 - VI. The Bidder should upload sufficiently ahead of the bid closure time to avoid traffic rush and failure in the network.
 - VII. The Tender Inviting Officer is not responsible for any failure, malfunction or breakdown of the electronic system used during the e-procurement process.

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 up-load the drawings 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.

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.

6. **SIGNING OF BID:** The 'online bidder' shall digitally sign on all statements, documents, certificates uploaded by him, owning responsibility for their correctness

/ authenticity as per IT ACT 2000. If any of the information furnished by the bidder is found to be false / fabricated / bogus, his EMD/Bid Security shall stand forfeited & his registration in the portal shall be blocked and the bidder is liable to be blacklisted.

17. SECURITY OF BID SUBMISSION:

1. All bid uploaded by the Bidder to the portal will be encrypted.
2. The encrypted Bid can only be decrypted / opened by the authorised openers on or after the due date and time.

18. RESUBMISSION AND WITHDRAWAL OF BIDS:

1. Resubmission of bid by the bidders for any number of times before the final date and time of submission is allowed.
2. Resubmission of bid shall require uploading of all documents including price bid afresh.
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.
4. The bidder should avoid submission of bid at the last moment to avoid system failure or malfunction of internet or traffic jam or power failure etc.
5. The Bidder can withdraw his bid before the closure date and time of receipt of the bid by uploading scanned copy of a letter addressing to the Procurement Officer Publisher (Officer Inviting Tender) citing reasons for withdrawal. The system shall not allow any withdrawal after expiry of the closure time of the bid.

19. OPENING OF THE BID:

1. Bid opening date and time is specified during tender creation or can be extended through corrigendum. Bids cannot be opened before the specified date & time.
2. All bid openers have to log-on to the portal to decrypt the bid submitted by the bidders.

3. The bidders & guest users can view the summary of opening of bids from any system. Contractors are not required to be present during the bid opening at the opening location if they so desire.
4. In the event of the specified date of bid opening being declared a holiday for the Officer Inviting the Bid, the bids will be opened at the appointed time on the next working day.
5. Combined bid security for more than one work is not acceptable.
6. The electronically submitted bids may be permitted to be opened by the predefined Bid opening officer from their new location if they are transferred after the issue of Notice Inviting Bid and before bid opening. Further, action on bid documents shall be taken by the new incumbent of the post.
7. In case of non-responsive tender the officer inviting tender should complete the e- Procurement process by uploading the official letter for cancelled / re-tender.

20. EVALUATION OF BIDS :

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".
2. The bidder may be asked in writing/ online (in their registered e-mail ids) to clarify on the uploaded documents provided in the Technical Bid, if necessary, with respect to any doubts or illegible documents. The Officer Inviting Tender may ask for any other document of historical nature during Technical Evaluation of the tender. Provided in all such cases, furnishing of any document in no way alters the Bidder's price bid. Non submission of legible documents may render the bid non- responsive. The authority inviting bid may reserve the right to accept any additional document.
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.
4. The Technical evaluation of all the bids shall be carried out as per information furnished by Bidders.
5. The Procurement Officer-Evaluators; will evaluate bid and finalize list of responsive bidders.
6. The financial bids of the technically responsive bidders shall be opened on the due date of opening. The Procurement Officer-Openers shall log on to the system in sequence and open the financial bids.
 1. The Financial Bid will be opened on the notified date & time in the presence of bidders or their authorised representative who wish to be present.

2. At the time of opening of “Financial Bid”, bidders whose technical bids were found responsive will be opened.
3. The responsive bidders’ name, bid prices, item wise rates, total amount of each item in case of item rate tender and percentage above or less in case of percentage rate tenders will be announced.
4. Procurement Officer-Openers shall sign on each page of the downloaded BoQ and the Comparative Statement and furnish a certificate to that respect.
5. 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.
6. System provides an option to Procurement Officer Publisher for reconsidering the rejected bid with the approval of concern Chief Engineer / Head of Department.

21. NEGOTIATION OF BIDS:

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 breakdown of unit rates.

22. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT:

1. 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 & completion of the Works by the contractor as prescribed by the contract & 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.
2. The Contractor after furnishing the required acceptable Performance Security & Additional Performance Security, “Letter to 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 up load the summary and declare the process as complete.
3. If the L-1 bidder does not turn up for agreement after finalization 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 L-2 bidder, if fulfils other required

criteria, would be called for drawing agreement for execution of work subject to condition that the L-2 bidder negotiates at par with the rate quoted by the L-1 bidder, otherwise the tender will be cancelled.

23. BLOCKING OF PORTAL REGISTRATION:

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.
2. The portal registration blocked in the ground mentioned in the above Para-23.1 shall be unblocked automatically in receipt of revocation order of cancellation / suspension/ blacklisting from the concerned authority.
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.
 1. Fails to furnish original Technical / Financial (Tender Paper Cost, EMD/Bid Security) instruments before the designated officer within the stipulated date and time.
 2. Backs out from the bid on any day after the last date of receipt of tender till expiry of the bid validity period.
 3. Fails to execute the agreement within the stipulated date.
 4. If any of the information furnished by the bidder is found to be false / fabricated / bogus.

Accordingly the Officer Inviting Tender shall recommend 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.

24. GUIDELINES FOR UNBLOCKING OF PORTAL REGISTRATION:

1. UNBLOCKING OF PORTAL REGISTRATION:

Unblocking of portal registration of a contractor shall be done by a Committee consisting of the following members.

EIC (Civil)-cum-CPO,	-	Chairman
Engineer-in-Chief (WR)	-	Member

Concerned		Chief
Engineer	-	Member Sr.
Manager (Finance), SPC	-	Member
Officer		Inviting
Tender		
-	Member	Chief
(Technical), SPC	-	Manager
Convener		

2. The Chief Manager (Tech), State Procurement Cell will be the convener and he will maintain all records for this purpose. The Committee shall meet not less than once in a month if required & shall consider the recommendation of the officer inviting tender for unblocking of portal registration. The quorum of the meeting will be four.
3. The minimum period of blocking of Portal Registration shall in no case be less than 90 days. After blocking of Portal Registration, the Contractor whose Portal Registration has been blocked may file application to the concerned officer inviting tender showing sufficient ground for unblocking of his portal registration along with a Treasury Challan showing deposit of Rs. 10,000/- (Rupees ten thousand) only (non-refundable) under the head of accounts '0059 - Public Works' as processing fees. The officer inviting tender shall forward the application filed by the contractor to the Chief Manager (Tech), State Procurement Cell.
4. On receipt of recommendation from the concerned Chief Engineer along with the copy of challan as mentioned above, the Chief Manager (Tech) being the member Convener of the Committee shall place the case before the Committee for examination and taking a decision in this regard. After examination the Committee may recommend for unblocking of the portal registration of said contractor if the Committee is satisfied that the fault committed by the contractor is either unintentional or done for the first time.
5. After scrutiny by the State Procurement Cell if it is found that the portal registration of a contractor has been blocked for the 2nd time the Chief Manager (Tech), SPC may not consider his case to be placed before the Committee and may advise the concerned officer inviting tender to issue show cause notice to the contractor asking him to explain as to why his portal registration shall not remain blocked. On receipt of show cause reply from the contractor the officer inviting tender shall examine the same & if considered proper he may report to the Chief Manager (Tech), SPC along with his views furnishing the copy of the show cause reply for placement of the same before the Committee for taking a decision in respect of blocking/ unblocking. If the Committee found that the contractor is in habit of committing such fault again and again intentionally the committee may advise the concerned officer inviting tender to initiate proceeding for blacklisting as per the existing rule.

- I. These amendments shall take effect from the date of issue of the order.
- II. This amendment is an addition to the existing provision and will be placed below Appendix-IX to OPWD Col, Vol-II.
- III. Accordingly Office Memorandum No.1027 dt.24.01.2009 stands modified.
- IV. This has been concurred in by the Finance Department vide their UOR No.3- WF-1 dt.04.01.2013.

Sd/19.07.2013

**E.I.C-cum-Secretary to
Govt.**

Appendix – II

Online Receipt of Tender Paper Cost & Earnest Money Deposit through e-Procurement Portal as per Works Department Letter No.17276/W Dt.06.12.2017

Government of Odisha Works Department ***

Office Memorandum

File No.07556900012016–17254/W Dt.05.12.2017

Sub: Electronic receipt, accounting and reporting of Cost of Tender Paper and Earnest Money Deposit on submission of bids.

1. The State Government have formulated rules and procedures for Electronic receipt, accounting and reporting of the receipt of Cost of Tender Paper and Earnest Money Deposit on submission of bids through the e-procurement portal of Government of Odisha i.e. "<https://tendersodisha.gov.in>".
2. Electronic receipt of cost of tender paper has been successfully tested through SBI payment gateway. Now it has been decided to introduce electronic receipt of **Cost of Tender Paper and Earnest Money Deposit on submission of bids** through payment gateway of designated banks such as [SBI/ICICI Bank/HDFC Bank](#) for all Government Departments, State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies etc. in phases (ANNEXURE-I). The process outline as well as accounting and reporting structure are indicated below :
 - a. It will be carried out through a single banking transaction by the bidder for multiple payments like **Cost of Tender Paper and Earnest Money Deposit on submission of bids**.
 - b. Various payment modes like [Internet banking/ NEFT/RTGS](#) of Designated Banks and their Aggregator Banks as well can be accessed by the intending bidders.
 - c. Reporting and accounting of the [e-receipts](#) will be made from a single source.

- d. Credit of receipts into the Government accounts and to the designated Bank account of the participating entities indicated in Para 2 above would be faster.
3. Only those bidders who successfully remit their **Cost of Tender Paper and Earnest Money Deposit on submission of bids would be eligible to** participate in the tender/bid process. The bidders with pending or failure payment status shall not be able to submit their bid. Tender inviting authority, State Procurement Cell, NIC, the designated Banks shall not be held responsible for such pendency or failure.
4. **Banking arrangement:**
 - a. Designated Banks (**SBI/ICICI Bank/HDFC Bank**) payment gateway are being integrated with e-Procurement portal of Government of Odisha (<https://tendersodisha.gov.in>)
 - b. The Designated Banks participating in **Electronic receipt, accounting and reporting of Cost of Tender Paper and Earnest Money Deposit on submission of bids** will nominate a **Focal Point Branch** called e-FPB, who is authorized to collect and collate all e-Receipts. Each such branch will act as the Receiving branch and Focal Point Branch notwithstanding the fact that the bidder might have debited his account in any of the bank's branches while making payment.
5. **Procedures of bid submission using electronic payment of tender paper cost and EMD by bidder:**
 - a. **Log on to e-Procurement Portal:** The bidders have to log onto the Odisha e- Procurement portal (<https://tendersodisha.gov.in>) using his/her digital signature certificate and then search and then select the required active tender from the "Search Active Tender" option. Now, submit button can be clicked against the selected tender so that it comes to the "My Tenders" section.
 - b. **Uploading of Prequalification/Technical/Financial bid:** The bidders have to upload the required Prequalification /Technical/Financial bid, as mentioned in the bidding document and in line with Works Department office memorandum no.7885, dt.23.07.2013.
 - c. **Electronic payment of tender paper cost and EMD:** Then the bidders have to select and submit the bank name as available in the payment options
 - i. A bidder shall make electronic payment using his/her **internet banking** enabled account with designated Banks or their aggregator banks.
 - ii. A bidder having account in other Banks can make payment using **NEFT/RTGS** facility of designated Banks.

- Online NEFT/RTGS payment using internet banking of the bank in which the bidder holds his account, by adding the account number as mentioned in the challan as an interbank beneficiary.
- d. **Bid submission:** Only after receipt of intimation at the e-Procurement portal regarding successful transaction by bidder the system will activate the 'Freeze Bid Submission' button to conclude the bid submission process.
- e. **System generated acknowledgement receipt for successful bid submission:** System will generate an acknowledgement receipt for successful bid submission. The bidder should make a note of '**Bid ID**' generated in the acknowledgement receipt for tracking their bid status.

6. Settlement of Cost of Tender Paper;

- a. **Cost of Tender Paper:** In respect of Government receipts on account of **Cost of Tender Paper**, the e-Procurement portal shall generate a MIS for the State Procurement Cell (SPC). The MIS will contain an abstract of the cost of tender paper collected with reference to **Bid Identification Number**. The State Procurement Cell shall generate Bank-wise-head-wise challans separately for **Cost of Tender Paper** and instruct the designated Banks to remit the money to the State Government account under different heads. In respect of the cost of tender paper received through the e-procurement portal, the remittance to the Cyber Treasury account will be made to the Head of Account 0075-Misc, General Services-800-Other Receipts -0097-Misc. Receipts-02237-Cost of Tender Paper.
- b. For the time being, the State Procurement Cell (SPC) will use over the counter payment facility of the Odisha Treasury portal. Thereafter, remittance through NEFT & RTGS will be facilitated through the Odisha Treasury portal.
- c. Similarly, in case of State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies etc., **Cost of Tender Paper**, the e-Procurement portal shall generate a MIS for the State Procurement Cell (SPC). The MIS will contain an abstract of the cost of tender paper collected with reference to **Bid Identification Number**. The State Procurement Cell shall generate Bank-wise list of challans and instruct the designated Banks to remit the money through the Odisha Treasury portal. The cost of tender papers will be credited to the registered Bank account of the concerned State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies etc.
- d. Bank will refund (in case the Tender Inviting Authority (TIA) issues such instructions) the tender fee, EMD to the bidder, in case the tender is cancelled before opening of Bid as per direction received from TIA through e-procurement system.

- e. Back-end Transaction Matrix of Electronic receipt of Cost of Tender Paper and Earnest Money Deposit on submission of bids is enclosed in the Annexure.

7. Settlement of Earnest Money Deposit on submission of bids:

- a. The Bank will remit the **Earnest Money Deposit on submission/cancellation of bids** to respective bidders accounts as per direction received from TIA through e-procurement system.

8. Forfeiture of EMD :

Forfeiture of **Earnest Money Deposit on submission of bid** of defaulting bidder is occasioned for various reasons.

- a. In case the **Earnest Money Deposit on submission of bid** is forfeited, the e- Procurement portal will direct the Bank to transfer the EMD value from the Pooling Account of SPC to the registered account of the tender inviting authority.
- b. The Tender inviting authorities of the Government Departments will deposit the forfeited **Earnest Money Deposit on submission of bid**, in the State Government Treasury under the appropriate head (8782-Cash Remittances and Adjustments between the officers rendering accounts to the same Accounts Officer-102-P.W.Remittances-1683-Remittances-91028-Remittances into Treasury) after taking the amount as a revenue receipt in their Cash Book under the head 0075-Misc. General Services-00-101 -Unclaimed Deposits-0097-Misc, Receipts-02080-Misc. Deposits and submit the detail account to DAG (Puri) as a deposit of the Division.
- c. By clicking submit button, system will initiate the forfeiture of EMD. System will not allow the evaluator to edit the initiation after clicking the submit button. Forfeiture option can be carried out in phased manner like one bidder at a time.

9. Role of the Banks:

- i. Make necessary provision / customizations at their end to enable the provision for online payments / refunds as per this document.
- ii. Provide necessary real-time message to bidders regarding successful or unsuccessful transactions during online payment processes and redirect them to e-Procurement website with necessary transaction reference details enabling them to submit their bids.
- iii. The bank shall ensure transfer of funds from the pooling account to the Government Head/current account of PSUs/ULBs within the next bank working day as per the directions generated from e-Procurement portal.
- iv. Bank should provide timely reports and reference details to NIC enabling them to carry out their role as stated below.

- v. Refund of amount to bidders as per the XML file provided by e-Procurement system on the next bank working day from the date of generation of the XML file and also provide a confirmation to NIC on the same.

10. Role of State Procurement Cell:

- a. Communicate requirements of Government departments/ State PSUs/ Autonomous Bodies/ ULBs online payment requirements to National Informatics Centre / the authorised Banks for mapping/ customization.
- b. In every working day, the State Procurement Cell shall generate MIS from the e- Procurement portal to ascertain the tender paper cost received in the e- Tendering process separately bank-wise for the Government Department and the PSUs/ULBs. The SPC shall generate bank-wise separate online challans from the Odisha Treasury portal and make the remittance through over the counter facility or NEFT/RTGS (as and when this functionality is available in Treasury portal) and issue instruction to the bank for remittance of the receipt to the State Government account.
- c. The State Procurement Cell shall be responsible for providing challan details and MIS in respect of the remittance towards tender paper cost to the Tender inviting authorities for their record.
- d. State Procurement Cell shall monitor the progress of e-Tendering by different Government departments / State PSUs/ Autonomous Bodies / ULBs through an MIS. State Procurement Cell shall monitor and send monthly progress reports to the Government.
- e. The e-Procurement system will generate a consolidated refund & settlement XML file as an end of the day activity.
- f. e-procurement system will provide a web service for payment gateway (PG) provider to pull the encrypted refund and settlement details in XML file against a day.
- g. Similarly, payment gateway (PG) provider will provide a web service to pull the refund and settlement status against a day
- h. e-procurement system will update the status accordingly for reconciliation report.

11. Role of National Informatics Centre:

- a. Customize e-Procurement software and web-pages of Government of Odisha (<https://tendersodisha.gov.in>) to enable the provision for electronic payment.
- b. The NIC, Odisha will modify / rectify the errors in electronic data relating to the Chart of Account.

- c. NIC will provide an interface to organizations to download the electronic receipt data.
- d. Enable automatic generation of daily XML files from e-Procurement system and ensure delivery of the same to the authorized Banks for enabling automatic refund/settlement of funds.
- e. NIC shall enable the e-Procurement portal to generate MIS as required for the State Procurement Cell in order to make remittance of the tender paper cost to the State Government account using the Odisha Treasury portal.

12. Role of Cyber Treasury :

- a. The cost of the tender paper deposited by the SPC using the Odisha Treasury Portal which will be accounted for by the Cyber Treasury and it shall submit the accounts to A.G (O) as per the established process.
- b. The Cyber Treasury will provide MIS as required to the SPC for the purpose of accounting and reconciliation of the electronic remittances made to the State Government account.

13. Redressal of Public grievances:

The State Procurement Cell, Odisha, National Informatics Centre, Odisha and the e-FPB will have an effective procedure for dealing with, public complaint for e- Receipt related matters. In case, any mistake is detected by any of the stakeholders in reporting of receipt of tender paper cost and EMD, either suo moto or on being brought to its notice, the State Procurement Cell, Odisha, National Informatics Centre, Odisha unit, Cyber Treasury and the bank will promptly take steps for rectification. The e-Focal Point Branch of the participating Banks, National Informatics Centre, Odisha and the State Procurement Cell, Odisha will notify the contact number and address of the Help Desk for resolution of any dispute regarding e-Receipt.

14. Applicability and modification of existing rules / orders:

The modalities prescribed in this Office Memorandum for downloading of tender paper, submission and rejection of bid, acceptance of Bids as well as refund and forfeiture of earnest deposit will be applicable for electronic submission of bids through e- Procurement portal. Existing provisions regulating cost of tender paper, earnest money deposit in OPWD Code and OGFR would stand modified to the extent prescribed.

- 15. These arrangements would be made effective after signing of MoU between the designated Banks and the State Procurement Cell, firming up of Banking arrangements and technical integration between designated Bank and e-Procurement Portal.

1. This shall take effect from the date of issue of this Office Memorandum.
2. Accordingly, relevant existing codal/ contractual provision exist vide Office Memorandum No.6785/W Dt.09.05.2017 of Works Department stands modified to the above extent.
3. This has been concurred in by the Finance Department vide their UOR No.-39-WF-I Dt.09.11.2017.

Sd/05.12.2017

**E.I.C-cum-
Secretary to Govt.**

Annexure-10

(Format of Integrity Pact)

PRE CONTRACT INTEGRITY PACT

This pre contract Agreement (hereinafter called Integrity Pact) is made onday of(month & year) between OUHM represented through the and acting through The Mission Director, OUHM hereinafter referred to as "The Employer/Buyer" which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns of the **First Part**.

And

M/s_____, a company/ firm/ individual (status of the company), PSU/Partnership/Joint Venture and having its registered office at represented by Shri_____, hereinafter referred to as "The Bidder/Contractor" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns of the **Second Part**.

WHEREAS the Employer proposes to procure goods/services , erect/construct, under laid down organizational procedures, contract/s for _____ (Name of the work/ goods/ services) and the Bidder/Contractor is willing to offer against NIT No_____, aforesaid proposal of the Employer.

WHEREAS the Bidder/Contractor is a private company / public company/ Government undertaking/ partnership/ consortium/ joint venture company/ Firm/ Individual (status of the Company), constituted in accordance with the relevant law in the matter and the Employer/Buyer is OUHM, H&UD Deptt, of Govt. Of Odisha.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to :

Enabling the Employer/Buyer to obtain the desired said (work/ goods/ services) at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and Enabling the Bidder(s)/Contractor(s) to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the Employer/buyer will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties here by agree to enter into this Integrity Pact & agree as follows:

1.0 Commitments of the Employer/Buyer

1.1 The Employer undertakes that no official of the Employer, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder/Contractor, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The Employer will, during the pre-contract stage, treat all the Bidders/Contractors alike, and will provide to all the Bidders/Contractors the same information and will not provide any such information to any particular Bidder/Contractor which could afford an advantage to that particular Bidder/Contractor in comparison to other Bidders/Contractors.

1.3 All the officials of the Employer will report to the appropriate Authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2.0 In case any such preceding misconduct on the part of such official(s) is reported by the Bidder to the Employer with full and verifiable facts and the same is prima facie found to be correct by the Employer, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Employer and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Employer the proceedings under the contract would not be stalled.

3.0 Commitments of the Bidder(s)/Contractor(s)

The Bidder(s)/Contractor(s) commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following :

3.1. The Bidder(s)/Contractor(s) will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Employer, connected directly or indirectly with the bidding process, or to any person, organization or third party

related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation/completion of the contract.

3.2 The Bidder/Contractor further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Employer or otherwise in procuring/awarding the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with Employer for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with Employer.

3.3 The Bidder(s)/Contractor(s) shall disclose the name and address of agents and representatives and Indian Bidder(s)/Contractor(s) shall disclose their foreign principals or associates.

3.4 The Bidder(s)/Contractor(s) shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

3.5 The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Employer or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.6 The Bidder/Contractor will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.7 The Bidder/Contractor will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.8 The Bidder/Contractor shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Employer as part of the business/work relationship, regarding plans, technical proposals, technical know & how and business details, including information contained in electronic data carrier. The Bidder/Contractor also undertakes to exercise due and adequate care lest any such information is divulged.

3.9 The Bidder(s)/Contractor(s) commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.10 The Bidder(s)/Contractor(s) shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.11 If the Bidder/Contractor or any employee of the Bidder/Contractor or any person acting on behalf of the Bidder/Contractor, either directly or indirectly, is a relative of any of the officers of the Employer, or alternatively, if any relative of an officer of the Employer has financial interest/stake in the Bidder(s)/Contractor(s) firm (excluding Public Ltd. Company

listed on Stock Exchange), the same shall be disclosed by the Bidder/Contractor at the time of filling of tender. The term 'relative' for this purpose would be as defined in Section 2(77) of the Companies Act 2013.

3.12 The Bidder(s)/Contractor(s) shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Employer.

3.13 The representative of the Bidder(s)/ Contractor(s) signing Integrity Pact shall not approach the Courts while representing the matters to Mission Director, OUHM and he/she will wait their decision in the matter.

3.14 In case of sub-contracting, the bidder/principal contractor shall take the responsibility of the adoption of IP by the sub-contractor.

4.0 Previous Transgression

4.1 The Bidder(s)/Contractor(s) declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect on any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India.

5.0 Earnest Money (Security Deposit) The provision regarding Earnest Money/Security Deposit as detailed in the Notice Inviting Tender (NIT) and Instruction to Bidders (ITB) section of the Bid Document is to be referred.

6.0 Sanctions for Violations

6.1 Any breach of the aforesaid provisions by the Bidder/Contractor or any one employed by it or acting on its behalf shall entitle the Employer to take action as per the procedure prescribed by Government of Odisha and initiate all or any one of the following actions, wherever required:

(i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the Bidder/Contractor. However, the proceedings with the other Bidder(s)/Contractor(s) would continue.

(ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is Signed) shall stand forfeited either fully or partially, as decided by the Employer and the Employer shall not be required to assign any reason thereof.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the Contractor. The Bidder/Contractor shall be liable to pay compensation for any loss or damage to the Employer resulting from such cancellation/rescission and the Employer shall be entitled to deduct the amount so payable from the money(s) due to the Bidder/Contractor.

(iv) To encash the Bank guarantee, in order to recover the dues if any by the Employer, along with interest as per the provision of contract.

(v) To debar the Bidder/Contractor from participating in future bidding processes of OUHM/ State, as per provisions of Government Of Odisha and which may be further extended at the discretion of the Employer.

(vi) To recover all sums paid in violation of this Pact by Bidder(s)/Contractor(s) to any middleman or agent or broker with a view to securing the contract.

(vii) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the Employer with the Bidder/ Contractor, the same shall not be opened/operated.

(viii) Forfeiture of Performance Security in case of a decision by the Employer to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The Employer will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (viii) of this Pact also on the Commission by the Bidder/Contractor or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder/Contractor), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the Employer to the effect that a breach of the provisions of this Pact has been committed by the Bidder/Contractor shall be final and conclusive on the Bidder/Contractor. However, the Bidder/Contractor can approach the Mission Director, OUHM who is the Monitoring Authority for the purposes of this Pact.

7.0 Fall Clause – Deleted (Not applicable)

8.0 Monitoring Authority

8.1 The Government has appointed MD, OUHM as Monitors Authority (hereinafter referred to as monitors) for this Pact

8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. The right to access records should only be limited to the extent absolutely necessary to investigate the issue related to the subject tender/contract.

8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform Principal Secretary , HUDD and discontinue or take corrective action, or to take other relevant action.

8.6 The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction, to all Project documentation of the Employer including that provided by the

Bidder/Contractor. The Bidder/Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractor(s). The Monitor shall be under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor(s) with confidentiality.

8.7 The Employer will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual relations between the parties.

8.8 The Monitor will submit a written report to the Principal Secretary, HUDD within 8 to 10 weeks from the date of reference or intimation to him by the Employer/Bidder and should the occasion arise, submit proposals for correcting problematic situations. Principal Secretary, HUDD may approve for taking action for any violation for Monitoring Authority to carryout.

8.9 The word "Monitor" would include both singular and plural.

9.0 Facilitation of Investigation In case of any allegation of violation of any provisions of this Pact or payment of commission, the Employer or its agencies shall be entitled to examine all the documents including the Books of Accounts of the Bidder/Contractor and the Bidder/Contractor shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10.0 Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the state of Odisha. The arbitration clause provided in the tender document/contract shall not be applicable for any issue/dispute arising under Integrity Pact.

11.0 Other Legal Actions

11.1 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

11.2 Changes and supplements as well as termination notice need to be made in writing.

11.3 If the Contractor is a partnership or a consortium or a joint venture, this pact must be signed by all partners of the consortium/joint venture.

12.0 Validity

12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the Employer and the Bidder/Contractor/Seller, including warranty period & Defect Liability period as the case may be, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intention.

13.0 The Parties hereby sign this Integrity Pact as part of the contract at _____ on _____ and parties concerned are bound by it provisions. Employer Bidder/ Contractor

Name of the Officer (Authorised Person)

Designation (Name of the Person) Designation

Place _____ Place _____

Date _____ Date _____

Witness1. _____ Witness1. _____

(Name and address) (Name and address)

2. _____ 2. _____

(Name and address) (Name and address)